



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

**WEDNESDAY, JUNE 9, 2021
10:00 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 ORDERS N-25-20 AND N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM IN MARCH 2020 AND IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR IN-PERSON ATTENDANCE.

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.

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 May 12, 2021 Engineering, Operations, and Water Resources Committee meeting.

B. **CCRWF ASSET MANAGEMENT & IMPROVEMENT PROJECTS -
ADDENDUM TO THE FACILITIES MASTER PLAN PROGRAM
ENVIRONMENTAL IMPACT REPORT**

Staff recommends that the Committee/Board:

1. Adopt the Addendum to the Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) as the appropriate CEQA environmental determination for the CCWRF Facility Asset management and Improvement, Project No. EN17006; and
2. Authorize the certification of the Addendum documentation to be signed by the General Manager.

C. **RATIFICATION OF A CHANGE ORDER FOR THE RP-1 MECHANICAL RESTORATION AND IMPROVEMENTS PROJECT**

Staff recommends that the Committee/Board:

1. Ratify a construction change order for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Kiewit Infrastructure West Co., for the not-to-exceed amount of \$121,869.34, increasing the contract \$6,783,342.15 to \$6,905,211.49 (approximately 1.8% increase); and
2. Authorize the General Manager to execute the change order, subject to non-substantive changes.

D. **CONTRACT AWARD FOR 8TH STREET BASIN EARTHWORK AND INFILTRATION RESTORATION**

Staff recommends that the Committee/Board:

1. Approve Contract No. 4600003606 to Jeremy Harris Construction, Inc, for the 8th Street Basin Earthwork and Infiltration Restoration Services for a not-to-exceed amount of \$117,708; and
2. Authorize the General Manager to execute the contract.

2. ACTION ITEMS

A. RECHARGE MASTER PLAN UPDATE PROJECT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Approve the budget augmentation in RW15003.00 from \$19,150,000 to \$24,004,424;
2. Approve the amendment to IEUA and CBWM's Cost Sharing Agreement, Task Order No. 9, with Project No. RW15003.06;
3. Approve the contract amendment for engineering support services during construction of the Project No. RW15003.06 to Carollo Engineers, Inc., for an amount of \$397,977, increasing the contracts not-to-exceed amount to \$3,158,230 (a 23% increase);
4. Award the construction contract for the Project No. RW15003.06 to MNR Construction, Inc. in the amount of \$15,480,880; and
5. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

B. RP-4 PROCESS IMPROVEMENTS CHANGE ORDER

Staff recommends that the Committee/Board:

1. Approve a construction change order for the RP-4 Process Improvements, Project No. EN17110, to W.M. Lyles Co., for the not-to-exceed amount of \$2,627,436, increasing the contract from \$10,553,000 to \$13,180,436 (approximately 24.9% increase);
2. Approve a budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-4 Process Improvements, Project EN17110, in the amount of \$2,500,000; and
3. Authorize the General Manager to execute the change order and budget transfer, subject to non-substantive changes.

C. INLAND EMPIRE BRINE LINE CAPACITY CONTRIBUTION

Staff recommends that the Committee/Board adopt Resolution No. 2021-6-9, committing an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity to the Inland Empire Brine Line Lease Capacity Pool.

D. INLAND EMPIRE BRINE LINE CAPACITY UTILIZATION PROGRAM AGREEMENT

Staff recommends that the Committee/Board:

1. Approve the Inland Empire Brine Line Utilization Program Agreement between IEUA, EMWD, SBVMWD, WMWD, and SAWPA; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

3. INFORMATION ITEMS

A. 2021 SEWER SYSTEM MANAGEMENT PLAN AUDIT REPORT UPDATE (WRITTEN/POWERPOINT)

B. RECYCLED WATER GROUND WATER RECHARGE UPDATE (POWERPOINT)

C. 2020 URBAN WATER MANAGEMENT PLAN, 2020 WATER SHORTAGE CONTINGENCY PLAN, AND 2015 URBAN WATER MANAGEMENT PLAN ADDENDUM (WRITTEN/POWERPOINT)

D. ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE (WRITTEN)

E. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

F. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

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, June 3, 2021.



Denise Garzaro, CMC

CONSENT
ITEM
1A



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

**WEDNESDAY, MAY 12, 2021
10:00 A.M.**

COMMITTEE MEMBERS PRESENT via Video/Teleconference

Michael Camacho, Chair
Marco Tule

STAFF PRESENT

Shivaji Deshmukh, General Manager
Christiana Daisy, Deputy General Manager
Christina Valencia, Executive Manager of Finance & Administration/AGM
Denise Garzaro, Board Secretary/Office Manager
Daniel Solorzano, Technology Specialist I

STAFF PRESENT via Video/Teleconference

Jasmin A. Hall, President
Kathy Besser, Executive Manager of External & Government Affairs/AGM
Randy Lee, Executive Manager of Operations/AGM
Adham Almasri, Principal Engineer
Jerry Burke, Manager of Engineering
Pietro Cambiaso, Deputy Manager of Strategic Planning & Resources
Andrea Carruthers, Manager of External Affairs
Javier Chagoyen-Lazaro, Manager of Finance & Accounting
Robert Delgado, Manager of Operations
Lucia Diaz, Deputy Manager of Maintenance
Don Hamlett, Acting Deputy Manager of Integrated System Services
Jennifer Hy-Luk, Administrative Assistant II
Joel Ignacio, Senior Engineer
Sylvie Lee, Manager of Strategic Planning & Resources
Jason Marseilles, Deputy Manager of Engineering
Liza Munoz, Senior Engineer
Cathleen Pieroni, Manager of Inter-Agency Relations
Sushmitha Reddy, Manager of Laboratories
Jeanina Romero, Executive Assistant
Travis Sprague, Principal Engineer
Wilson To, Technology Specialist II
Teresa Velarde, Manager of Internal Audit
Ryan Ward, Assistant Engineer
Brian Wilson, Senior Engineer
Jeff Ziegenbein, Manager of Regional Compost Operations
Jamal Zughbi, Senior Engineer/Project Manager

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.

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

1A – 1C. CONSENT ITEMS

The Committee:

- ◆ Approved Minutes of the April 14, 2021 Engineering, Operations, and Water Resources Committee meeting.
- ◆ Recommended that the Board:
 1. Approve a three-year contract with two one-year renewal option with Denali Water Solutions, LLC for biosolids transportation and recycling services for approximately \$510,000 per year (renewals to be adjusted annually using the Consumer Price Index) not-to-exceed \$2,750,000 for five years; and
 2. Authorize the General Manager to execute the contract;
- ◆ and
 1. Award a construction contract for the RP-3 Basin Improvement – New Diversion Structure, Project No. RW15003.05, to Metro Builders & Engineers Group, Ltd., in the amount of \$634,881; and
 2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes;

as Consent Calendar items on the May 19, 2021 Board meeting agenda.

2A – 2B. ACTION ITEMS

The Committee:

- ◆ Recommended that the Board:
 1. Award Strategic Planning & Resources Services Master Contracts to Brown & Caldwell, CDM Smith, GEI Consultants, GHD Inc., Kennedy-Jenks, Michael K. Nunley & Associates, Trussell Technologies, and Water Systems Consulting for five-year contract terms (with two, one-year extensions options) to provide as-needed Planning & Compliance consulting services;
 2. Authorize the Master Contracts with aggregate not-to-exceed amount of \$3,000,000; and
 3. Authorize the General Manager to approve, subject to non-substantive changes, and execute the Master Contracts; as an Action item on the May 19, 2021 Board meeting agenda.

- ◆ Recommended that the Board authorize the General Manager to execute the West Valley Water District Assistance Agreement, subject to non-substantive changes; as a Consent Calendar item on the May 19, 2021 Board meeting agenda.

3A – 3C. INFORMATION ITEMS

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

- ◆ Construction Industry Trends
- ◆ RP-5 Expansion Project Update: May 2021
- ◆ Engineering and Construction Management Project Updates

4. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh stated that presentations regarding the proposed biennial budget for Fiscal Years 2021/22 and 2022/23 for the Regional Wastewater and Recycled Water programs and the proposed Ten Year Forecast for fiscal years 2022-2031 were shared with the Regional Committees. Representatives were asked to provide input by Friday, May 7. No comments have been received as of the time of this meeting.

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 10:50 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JUNE 9, 2021

CONSENT
ITEM
1B



Date: June 16, 2021

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

ADD
06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: CCWRF Asset Management & Improvement Project - Addendum to the Facilities Master Plan Program Environmental Impact Report

Executive Summary:

In March 2017, Inland Empire Utilities Agency (IEUA) certified the Facilities Master Plan Program Environmental Impact Report (PEIR) which evaluated the potential environmental impacts associated with all of IEUA's Master Plans. Among the identified projects was Project No. EN17006 at the Carbon Canyon Water Recycling Facility (CCWRF). The 2015/2016 Asset Management Plan (AMP) provided the basic information used to evaluate the CCWRF improvements in the PEIR. During design, additional asset improvements were deemed vital to address critical replacements of gates and the bridge crane system at the tertiary treatment. Since the tertiary treatment improvements were not included in the PEIR or the AMP, further evaluation of the PEIR was needed to confirm compliance with CEQA.

Tom Dodson & Associates implemented a second-tier project evaluation and found the evaluation does not alter the conclusions contained in the PEIR document; no further analysis of the environmental impacts of the proposed modified project is required in a follow-on Negative Declaration or Supplemental/Subsequent environmental impact report. The recommendation is to adopt an Addendum to the certified PEIR to include the findings from the second-tier project evaluation and certify the Addendum (please reference Attachment 2).

Staff's Recommendation:

1. Adopt the Addendum to the Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) as the appropriate CEQA environmental determination for the CCWRF Facility Asset Management and Improvement, Project No. EN17006; and
2. Authorize the certification of the Addendum documentation to be signed by the General Manager.

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

Account/Project Name:

EN17006/CCWRF Asset Management and Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On March 15, 2017, the Board of Directors certified the final Program Environmental Impact Report for the Asset Management Plan (FY 2015/16), Recycled Water Program Strategy (2015), Amendment to the 2010 Recharge Master Plan Update (2013), Wastewater Facilities Master Plan Update Report (2015), Integrated Water Resources Plan (2015) and Energy Management Plan (2015) (collectively facilities master plans) and adoption of findings and statement of overriding considerations.

Environmental Determination:

Addendum to

The Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) for the CCWRF Facility Asset Management and Improvement Project

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Tom Dodson's Addendum to the Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) for the CCWRF Facility Asset Management and Improvement Project

Attachment 1



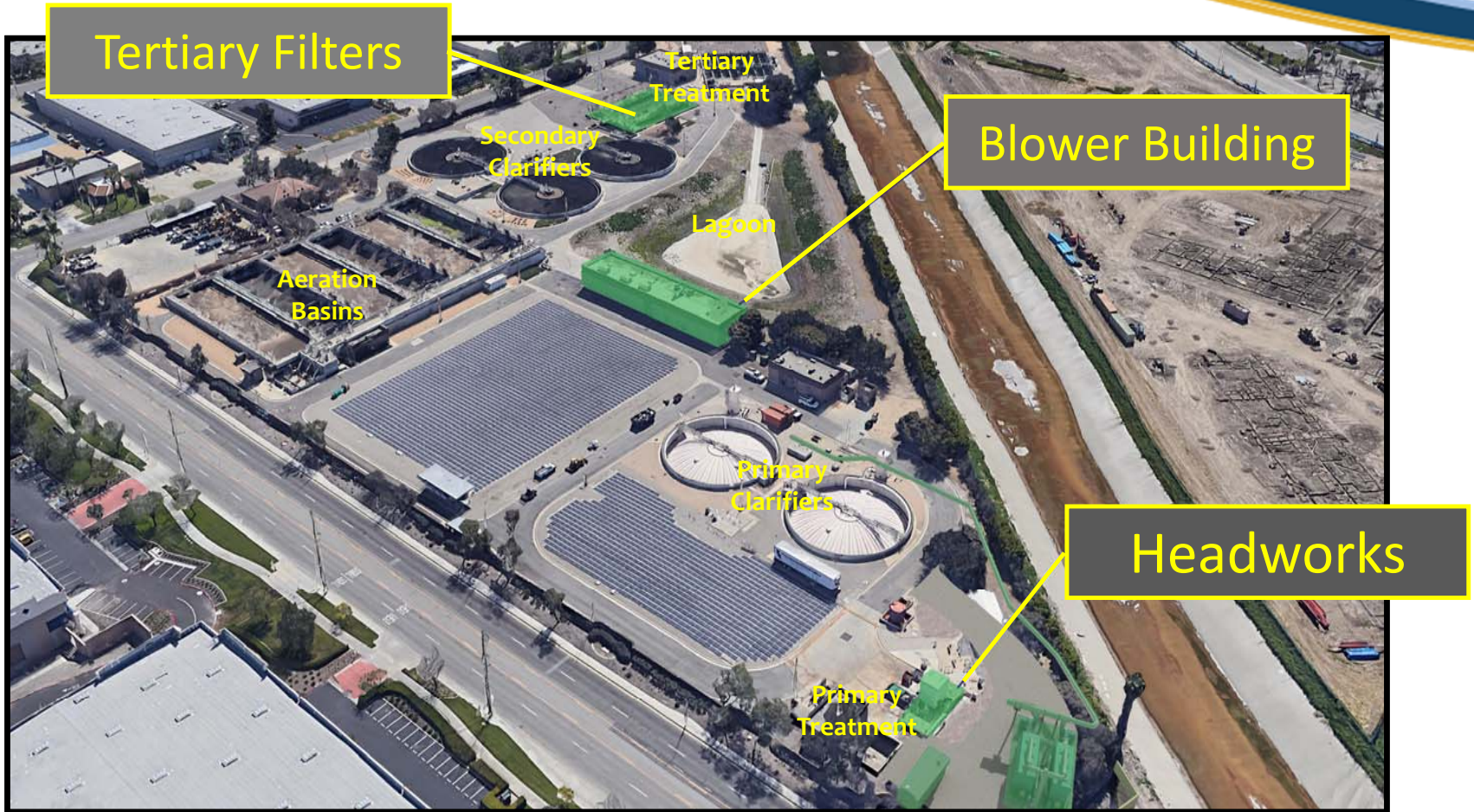
CCWRF Asset Management & Improvement Project – Addendum to the Facilities Master Plan Program Environmental Impact Report

Joel Ignacio, P.E.

Senior Engineer

June 16, 2021

Project Location



Project Scope

- Tertiary Filtration Improvements
- Aeration Blower Improvements
- 12kV Backup Generator Control Circuit
- Odor Control System Improvements
- Headworks Improvements



Project CEQA Evaluation

- March 2017 IEUA certified Facilities Master Plan Program Environmental Impact Report (PEIR) and Asset Management Plan (AMP)
- Majority of CCWRF Improvement were in PEIR and AMP
- A second-tier evaluation for additional improvements
- Findings – no threshold exceeded
- CEQA conclusions – Addendum stating findings



Recommendation

- Adopt the Addendum to the Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) as the appropriate CEQA environmental determination for the CCWRF Facility Asset Management and Improvement, Project No. EN17006; and
- Authorize the certification of the Addendum documentation to be signed by the General Manager.

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

Attachment 2

NOTICE OF DETERMINATION

To: San Bernardino County
Clerk of the Board
385 North Arrowhead Avenue
San Bernardino, CA 92415

From: Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

and

Office of Planning and Research
State Clearinghouse
1400 Tenth Street
Sacramento, CA 95814

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Addendum to the Facilities Master Plan Program Environmental Impact Report for the
CCWRF Facility Asset Management and Improvement Project

Project Title

SCH#2016061064	Mr. Pietro Cambiaso	(909) 993-1639
State Clearinghouse Number	Lead Agency Contact Person	Telephone Number

Project Location

The project area is located along the southern side of Chino Hills Parkway, east of the intersection of Chino Hills Parkway and Monte Vista Avenue, in the city of Chino, San Bernardino County, California. The project consists of a field survey of approximately 3.1 acres of heavily altered land located within the Inland Empire Utilities Agency Carbon Canyon Water Recycling Facility. The project area is on the north side of Chino Creek, south of Chino Hills Parkway, east of Monte Vista Avenue, and west of Telephone Avenue.

Project Description

In March 2017, IEUA certified the Facilities Master Plan Program Environmental Impact Report (PEIR). The PEIR evaluated the potential environmental impacts associated with all of IEUA's Master Plans. Among the identified projects for consideration was a capital improvement project, Project No. EN17006, at Carbon Canyon Water Recycling Facility (CCWRF). The 2015/2016 Asset Management Plan (AMP) provided the basic information used to evaluate the CCWRF improvements in the PEIR. During design, additional asset improvements were deemed vital to address critical replacements of gates and the bridge crane system for the tertiary treatment. Since the tertiary treatment improvements were not included in the PEIR or the AMP, further evaluation of the PEIR was needed to confirm compliance with CEQA.

Tom Dodson & Associates implemented a second-tier project evaluation and found the evaluation does not alter the conclusions contained in the PEIR document, no further analysis of the environmental impacts of the proposed modified project is required in a follow-on Negative Declaration or Supplemental/Subsequent environmental impact report. The recommendation is to adopt an Addendum to the certified PEIR to include the findings from the second-tier project evaluation and certify the Addendum.

Notice of Determination, page 2 of 2

This is to advise that the Inland Empire Utilities Agency has approved the above described project on

Lead Agency Responsible Agency

_____ and has made the following determination regarding the above described project:
(Date)

1. The project [will will not] have a significant effect on the environment.
2. An Addendum to the previously adopted Facilities Master Plan Program Environmental Impact Report (#2016061064) was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of this project.
4. Mitigation measures from the original PEIR will be implemented in accordance with the approval of the project.
5. A Statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

This is to certify that the Environmental Impact Report and record of project approval is available to the general public at:

Inland Empire Utilities Agency located at 6075 Kimball Avenue, Chino, CA 91708

Signature

Title

Date

CONSENT
ITEM
1C

Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Ratification of a Change Order for the RP-1 Mechanical Restoration and Improvements Project

Executive Summary:

On September 18, 2019, the IEUA Board awarded a construction contract to Kiewit Infrastructure West Co., to perform work at Regional Water Recycling Plant No.1 (RP-1). The involved replacing all mechanical (pumps, valves, piping, etc.) and electrical equipment (motor control centers, breakers, conductors, etc.) in both of the conventional activated sludge pump station buildings. During demolition they encountered an unexpected change in the field conditions. The existing fiber-optic (FO) communication cables were routed through both Motor Control Centers, and demolition could not continue until the FO cables were removed and re-routed in the buildings. The FO cable is critical to plant operation, as it provides remote visibility of the plant process equipment within the Secondary Clarifiers and Activated Sludge systems through SCADA. Staff directed the contractor to implement the work in order not to incur delay charges. Staff is therefore recommending a change order for the cost incurred by the contractor to investigate, troubleshoot, and re-route the FO cables.

Staff requests ratification approval of this construction change order with Kiewit Infrastructure West Co. in the amount of \$121,869.34, increasing the contract from \$6,783,342.15 to \$6,905,211.49 (approximately 1.8% increase).

Staff's Recommendation:

1. Ratify a construction change order for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Kiewit Infrastructure West Co., for the not-to-exceed amount of \$121,869.34, increasing the contract \$6,783,342.15 to \$6,905,211.49 (approximately 1.8% increase); and
2. Authorize the General Manager to execute the change order, subject to non-substantive changes.

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

Account/Project Name:

EN17082/RP-1 Mechanical Restoration and Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On October 16, 2019, the Board of Directors approved a task order with Technical Systems, Inc., for programming services for the not-to-exceed amount of \$221,715.

On September 18, 2019, the Board of Directors awarded a construction contract to Kiewit Infrastructure West, in the amount of \$6,627,000 and approved an amendment to Stantec's contract for consultant engineering services for the not-to-exceed amount of \$430,000.

On November 21, 2018, the Board of Directors approved an amendment to Stantec's contract for consultant engineering services for the not-to-exceed amount of \$113,400.

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

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Change Order to Kiewit Infrastructure West Co.

Attachment 1



RP-1 Mechanical Restoration

Ratification of a Construction Change Order

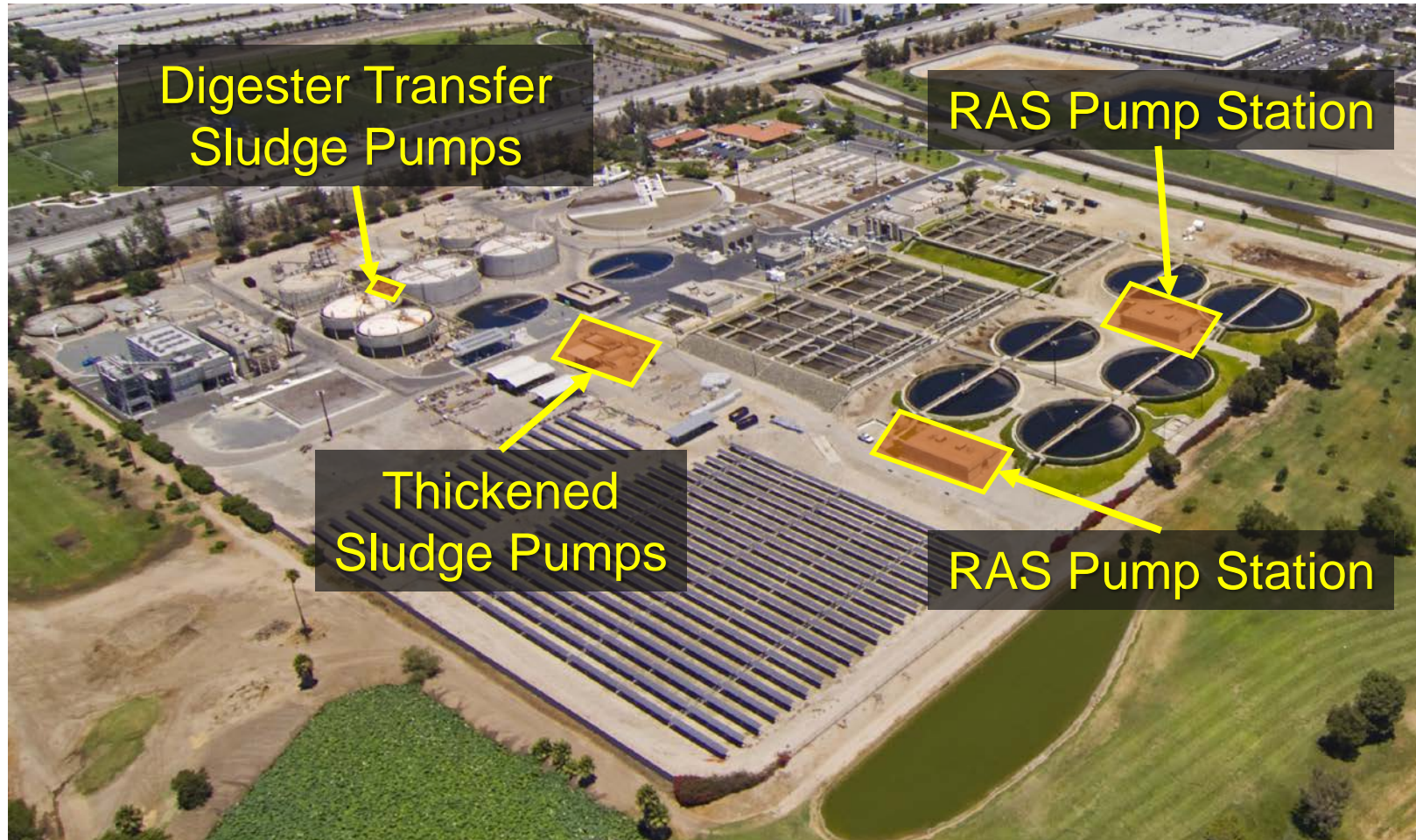
Project No. EN17082

Travis Sprague, PE

Principal Engineer

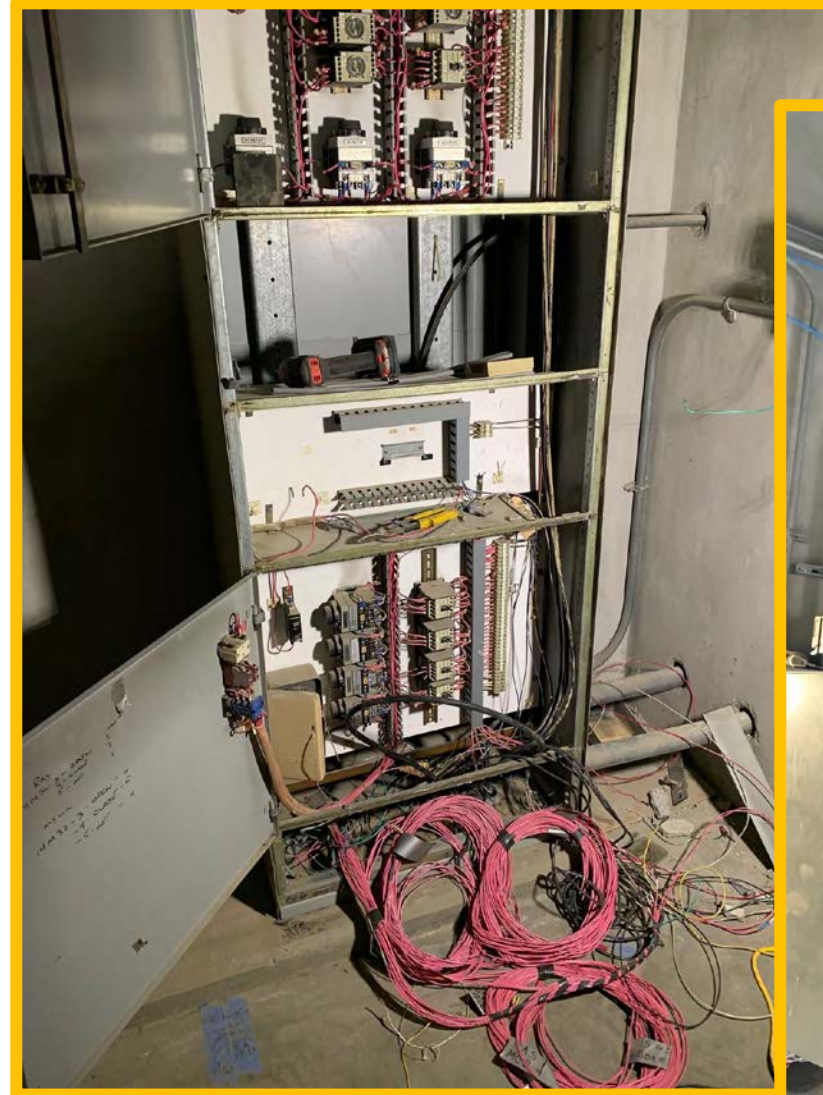
June 2021

Project Location



The Project

- Construction Contract Award September 2019
 - Scope
 - Replace all sludge pumps, scum pumps, and piping
 - Upgrade inefficient motor drives
 - Replace motor control centers
 - Install sludge grinders
- Fiber Optic Change Order
 - Fiber Optic Cables ran through MCCs
 - Re-routed Fiber Optic Cables
 - Work essential to operations
 - 16-day delay on bypass pumping system



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$797,639
Design Contract	\$583,287
IEUA Design Services (5.0%)	\$214,352
Construction Services	\$1,115,605
Engineering Services During Construction (8%)	\$430,000
IEUA Construction Services (4.5%)	\$463,890
TSI Task Order	\$221,715
Construction	\$7,289,700
Construction	\$6,627,000
Contingency (10%)	\$662,700
Change Order	\$121,869
Total Change Orders (including this action item)	\$278,212
Remaining Contingency (Includes all CO's)	\$384,488
Total Project Cost:	\$9,202,944
Total Project Budget:	\$10,646,000

Project Milestone	Date
Construction	
Original Construction Completion	March 2021
Revised Construction Completion	June 2021

- Ratify a construction change order for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Kiewit Infrastructure West Co., for the not-to-exceed amount of \$121,869.34 (approximately 1.8% increase); and
- Authorize the General Manager to execute the change order, subject to non-substantive changes.

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

Attachment 2



Purchase Requisition No. _____

Contract No. 4600002845

Purchase Order No. 4500034693

CONSTRUCTION CONTRACT CHANGE ORDER

Project Title:	RP-1 Mechanical Restoration and Upgrades	Project No.:	EN17082
Contractor Name:	Kiewit Infrastructure West	Change Order No.:	0013
Subject:	Fiber Optic Delay	RFD No.:	0020
Location:	RP-1 Building E and K	RFI No.:	132
Change Order type	Lump Sum	Classification Code:	100
Original Condition:			

The contract drawings sheets E-4 and E-5 show the planned demolition of electrical equipment within Regional Plant No. 1, buildings E and K. During construction while the contractor was performing demolition of the existing motor control centers (MCCs), it was noticed that building's fiber optic (FO) communication cable ran through the MCCs. It was not possible to completely remove the MCCs per contract drawings without removing and re-routing the existing the FO cable in both buildings. The FO cable that was ran through the MCCs is critical to plant operation as it provides visibility to plant process equipment within the Secondary Clarifiers and Recycled Activated Sludge (RAS) systems, through SCADA.

Change Condition/Justification:

Due to the unexpected change in the field conditions the additional impacts are as noted: The contractor was required to investigate the existing FO runs which resulted in additional manhours incurred.; Cost associated with the FO sub-contractor to reroute the existing cable and proceed with demo per plans.; Demo and installation of the MCCs was a critical path for the installation of new RAS VFDs. As a result, this caused an unexpected delay in the contractor's schedule.; The contractor needed to run bypass pumps for a longer duration than previously planned as part of the bypass specifications (Sequence of Construction Phase 1, 3, and 4)

The contractor submitted RFI 132 for the Agency's recommendation to re-rout existing fiber at buildings E and K and a Time Impact Analysis was submitted under Submittal 109.

The Contractor's lump sum cost proposal to perform the work for a Not-to-Exceed amount of \$121,869.14, which includes material, labor hours, equipment, and allotted mark-ups per contract documents, has been validated by IEUA staff and was found to be fair and reasonable.

Time Change: 16.0 Calendar Days

Total Change Order Amount: \$121,869.14

We the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all labor, equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. The compensation offered herein represents full and final compensation for all direct and indirect costs arising from this change.

Contractors Acceptance: _____ Date: _____

IEUA Owner's Approval:

Approval Recommended: _____ Date: _____
Project Manager

Approval Recommended: _____ Date: _____
Principal Engineer

Approval Recommended: _____ Date: _____
Deputy Manager of Engineering

Approval Recommended: _____ Date: _____
Manager of Engineering

Approval Recommended: _____ Date: _____
Executive Manager of Engineering

Owner Authorization: _____ Date: _____
General Manager

CONSTRUCTION CONTRACT CHANGE ORDER

Project No.: EN17082

Change Order No.: 0013

Change Order Details:

Exhibit A: Contractors Proposal.pdf
Exhibit B: Agency Cost Evaluation.pdf
Exhibit C: Management Approval.pdf

EXHIBIT-A

Contractors Proposal
16 Pages

RFD #20, Fiber Optic Re-Route Impacts

IEUA Rev 2 Comments

Kiewit Rev 2 Comments

Additional material for: 1) Fiber Optic Sub re-route; 2) Labor To Fix/Assess Fiber Optic, performing re-routing activities and equipment associated with time impacts; 3) Rent associated with impacts

Description of Work	UOM	\$/UOM	Qty	Total \$	
1) Fiber Optic Sub					
SUBCONTRACTOR					
Fiber Optic Sub	LS	\$ 20,199.00	1.00	\$ 20,199.00	
	Sub-total			\$ 20,199.00	
	Mark-up (First \$2000)	10%		\$ 200.00	
	Mark-up (After \$2000)	5%		\$ 909.95	
	<u>Subcontractor Total</u>			<u>\$ 20,399.00</u>	
PART 1 TOTAL				\$ 20,399.00	
2) Labor and Material to Fix/Assess Fiber Optic					
LABOR					
Electricians	Mhr	\$ 72.78	121.50	\$ 8,842.77	Confirmed
	Sub-total			\$ 8,842.77	
	Mark-up	15%		\$ 1,326.42	
	<u>Labor Total</u>			<u>\$ 10,169.19</u>	
EQUIPMENT					
Electrical Foreman Truck	Hr	\$ 31.00	232.00	\$ 7,192.00	Cal Trans Rate for Truck (Used F-150 weight) - \$40.16
6K Forklift	Hr	\$ 44.83	160.00	\$ 7,172.80	CalTrans Code 120-160 - \$65.33
	Sub-total			\$ 14,364.80	
	Mark-up	5%		\$ 2,154.72	
	<u>Equipment Total</u>			<u>\$ 16,519.52</u>	
MATERIALS					
1" Liquidtight	LF	\$ 2.30	300.00	\$ 689.29	Confirmed
1" Straight Liquidtight Connectors	EA	\$ 6.28	4.00	\$ 25.14	Confirmed
Tax on Materials	LS	7.75%	1.00	\$ 55.37	
	Sub-total			\$ 769.80	
	Mark-up	15%		\$ 115.47	
	<u>Materials Total</u>			<u>\$ 885.27</u>	
PART 2 TOTAL				\$ 27,573.97	
3) Rent Associated with Impacts					
EQUIPMENT					
RAS Bldg E Pumps Phase 1	Wk	\$ 2,924.55	1.42	\$ 4,152.86	1 week 3 days confirmed with TIA submittal
WAS Bldg E Pumps Phase 1	Wk	\$ 931.42	1.42	\$ 1,322.62	1 week 3 days confirmed with TIA submittal
					1 week 3 days confirmed with TIA submittal
WAS Bldg E VFDs Phase 1	Wk	\$ 960.00	1.42	\$ 1,363.20	Could not locate quote for this item
					1 week 3 days confirmed with TIA submittal
Bldg E HDPE Pipe Phase 1	Wk	\$ 2,566.31	1.42	\$ 3,644.16	Please provide details on how where the weekly rate.
Building E Flowmeters	Mo	\$ 2,400.00	1.00	\$ 2,400.00	\$800/ Mo with 3 flow meters this is justified.
RAS Bldg K Pumps Phase 3	Wk	\$ 2,924.55	3.00	\$ 8,773.65	3 weeks confirmed with TIA submittal
WAS Bldg K Pumps Phase 3	Wk	\$ 1,397.13	3.00	\$ 4,191.39	3 weeks confirmed with TIA submittal
					3 weeks confirmed with TIA submittal
WAS Bldg K VFDs Phase 3	Wk	\$ 1,440.00	3.00	\$ 4,320.00	Could not locate quote for this item
					3 weeks confirmed with TIA submittal
Bldg K HDPE Pipe Phase 3	Wk	\$ 2,566.31	3.00	\$ 7,698.93	Please provide details on how where the weekly rate.
Building K Flowmeters	Mo	\$ 3,200.00	1.25	\$ 4,000.00	Confirmed
					According to the TIA Review Comment Spreadsheet Phase 4 Building Bypass delay was 1 week 6 days, why is the Agency being charged for 3.7 wks?
RAS Bldg K Pumps Phase 4 (Herc)	Wk	\$ 4,568.00	1.85	\$ 8,450.80	Confirmed rate
RAS Bldg K Pump Fuel Tanks (Herc)	Wk	\$ 300.00	1.85	\$ 555.00	Please confirm if this duration is correct or should be 1.85 wks. If it is actually 3.7 use 4 wk rate, based off quote provided.
					Based off the attached excel spreadsheet the sum of these days for fuel should be \$3,206.5
RAS Bldg K Pump Phase 4 Fuel	Gal	\$ 2.42	1845.00	\$ 4,464.90	-Also need the Kiewit fuel billing receipts for these days as official backup documentation.
RAS Bldg K Pump Additional Fittings (Herc)	Wk	\$ 500.00	1.85	\$ 925.00	Confirmed based off Herc quote
					1 week 6 days confirmed with TIA submittal
RAS Bldg K Pump Phase 4 (Sunbelt)	Wk	\$ 974.85	1.85	\$ 1,803.47	Please explain the difference between this item and the item on line 23
Bldg K HDPE Pipe Phase 4	Wk	\$ 2,566.31	1.85	\$ 4,747.67	1 week 6 days confirmed with TIA submittal
ATS & Accessories Building E	Wk	\$ 1,457.00	1.42	\$ 2,068.94	Confirmed
ATS & Accessories Building K	Wk	\$ 1,457.00	3.00	\$ 4,371.00	Confirmed
					Based off the service provided and reporting issues. The Agency does not agree this should be included. It should be recommended the contractor receive a credit for the poor performance.
Additional Bypass Pump Watch	Wk	-	-		Agreed. Cost has been removed

Sub-total		\$ 69,253.59
Mark-up	5%	\$ 3,462.68
<u>Equipment Total</u>		<u>\$ 72,716.27</u>
PART 3 TOTAL		<u>\$ 72,716.27</u>
Sub-total		\$ 120,689.24
Bond	1%	\$ 1,206.89
<u>Total RFD #20</u>		<u>\$ 121,896.14</u>

EXCLUSIONS

Atlas Integrated Systems, Inc. is bondable; however, no bond amount is included in this quote. This proposal carries a Standard Warranty on the equipment provided for (3) years from the commencement of the warranty period, and hours of operation covered

- Work to be performed in accordance with plans, specifications and quantities identified in this quotation. Contractor to be notified in writing immediately to any proposed changes.
- Alterations or deviations, if any, from the above specifications, or delays or postponements of the work by the Customer or his agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site, due to circumstance beyond our control, will be billed as an extra at the hourly labor and equipment rates in effect at the time.
- Does not include Payment or Performance Bond, Permits or any form of engineering (staking, testing, inspection, ect.) unless otherwise specified.
- Any unusual conditions of subsoil encountered, such as buried slabs, underground piping, trash deposits, ect. Deemed cause for additional charges.
- This proposal excludes handling of hazardous material, spoils and effluents and all costs associated with environmental impact.
- This proposal excludes dewatering and all associated work (i.e. handling effluents, testing, disposal, ect.)
- This proposal excludes Indian Artifact Monitoring, Archeologists and any costs associated therewith.
- Required California Preliminary Lien information (California Civil Code Section 3097/3098) to be provided. (Owner, General Contractor, and Lender)
- Subject to credit approval and verification of California Preliminary Lien information.
- Work to be performed under normal business hours at unless otherwise specified.
- Customer to furnish a clear and open work area each day. The size of work area shall be determined by Atlas Integrated Systems, Inc..
- Customer to provide adequate area for storage containers, material and equipment for duration of job.
- This proposal excludes liquidated damages, including those which may be agreed upon by the Owner and General Contractor or other subcontractors on the project.
- This proposal assumes requirement for the payment of prevailing wages and compliance with the Davis-Bacon Act. In the event there is a requirement for the payment of predetermined or prevailing wages and/or fringe benefits, and not withstanding any other language in the contract documents to the contrary, Owner shall pay to Atlas Integrated Systems, Inc., as an extra to this proposal, the difference between such wages and/or benefits and the wages and/or benefits actually paid, plus any associated penalties, legal expenses and Atlas Integrated Systems, Inc. normal mark-up for overhead, G&A and profit (collectively about 100% of the wages and benefits). In the event of a conflict between these conditions and any other terms or conditions in the contract documents, these conditions shall prevail.
- This proposal is based on the completion of the entire scope of work. A reduction in the amount of work to be completed will increase the price of the individual work functions.
- Progress billing will begin when proposal is accepted with 50% due at issuance of Purchase Order or Contract and will commensurate with the work completed, will be made monthly until ninety percent (90%) of the work is billed. Upon completion of all work, the remaining ten-percent (10%) retention will be billed. Change Orders will either be added to this proposal amount and billed as above, or billed separately after the completion of the work. Terms for the payment of all invoices are net thirty (30) days with current prime plus a one-and-half percent (1Prime + 1/2%) monthly interest charge on all past due accounts. In the event legal action is instituted to enforce any of the terms or conditions of the proposal, the prevailing party shall be entitled to recover reasonable attorney's fees and collection costs.

Customer Acceptance

Title

Date

Subcontract Number

Purchase

Order Number

Approximate Start Date

Estimator: *Nick Mocerì III*Title: *President*E-mail: nick@atlasintegratedsystems.com

Cell: 619.454.0929

Date: : 1/13/21

CA License No. 777306



WALTERS - RIVERSIDE
1880 SPRUCE STREET
RIVERSIDE, CA 92507-2647
951-680-0210
Fax 951-680-1646

QUOTE TO:

KIEWIT INFRASTRUCTURE WEST CO
PO BOX 452500
OMAHA, NE 68145-2500



Quotation

QUOTE DATE	QUOTE NUMBER	PAGE NO.
10/06/2020	S116569241	1 of 1
CUST PO#:	QUOTE #1	
JOB/REL#:		

SHIP TO:

KIEWIT/RP-1 MECHANICAL RESTORATION
2662 E WALNUT ST
AND IMPROV PROJ
ONTARIO, CA 91761

CUSTOMER NUMBER	CUSTOMER PHONE	ORDERED BY	SALESPERSON	
368803	562-946-1816	ARMANDO	TIRSIO PADILLA 951-680-0210	
WRITER	SHIP VIA	TERMS	EXPIRATION DATE	FREIGHT EXEMPT
MIKE S. WRIGHT 951-680-0210	04WALTERSCD70	MFG DISC 10TH, NET 25TH	11/05/2020	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
66ea	QUOTE ITEM: PER EA/1 LOT EATON (66) FILLER BLANKS EATON HFD BREAKER BLANKS	5.890/ea	388.74	
100ft	CLN 15008-100 1" GRAY CARFLEX LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT 100 FT COIL	229.764/c	229.76	
10ea	RACO 3404 1IN STR LIQ-TITE CONN	628.400/c	62.84	
8ea	NSI IPL600-6 INSD M-CBL CONN BLOCK	92.355/ea	738.84	
12ea	BUR BIBD43 MULTIPLE WIRE	13.436/ea	161.24	
20ea	CRS 2632 RXC100 1.00" ROMEX CONN C1001R ORBIT RX-100	238.411/c	47.68	
10ea	CRS 2633 RXC125 1.25" ROMEX CONN C-1251-R	378.113/c	37.81	
6ea	CRS 2670 RXC150 1.50" ROMEX CONN ROUND C-1501R	458.289/c	27.50	
12ea	CRS 2671 RXC200 2.00" ROMEX CONN C2001R ROUND MADISON L-108	588.244/c	70.59	

Prices listed on this quotation are subject to change without notice beyond expiration date, include only the equipment listed and do not include any sales tax unless noted otherwise. Expiration date does not apply to commodity pricing which may be subject to change after 24 hours. Special order items cannot be cancelled unless the manufacturer permits cancellation. All Walters Terms & Conditions of Sale Apply. Go to <https://tinyurl.com/Walters-Customer-TC>

Subtotal	1765.00
Shipping Chgs	0.00
Amount Due	1765.00

Watts Industrial Consulting L.L.C.

41 Arrowhead Lane
Oak Ridge La, 71264

Invoice

Date	Invoice #
11/7/2020	8

Bill To
Kiewit Daniel Anderson 2662 E Walnut Street Ontario, Ca 91761

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
1	Portalok 7S ultrasonic flowmeter w/M transducers Rental 11/7/2020 to 12/7/2020	800.00	800.00
3	Portalok 7SE ultrasonic flowmeter w/M transducers Rental 11/20/2020 to 12/20/2020	800.00	2,400.00
1	Freight (FedEx)	450.00	450.00
		Total	\$3,650.00

Bill To:
1036 - 104271
Kiewit Infrastr West Co
 PO Box 452500
 Omaha NE 68145-2500
 US
 KBS.InvoicesAP@kiewit.com



PURCHASE ORDER

PO Number : 7100012304

Vendor # 10002394 Sunbelt Rentals Inc 10620 Needham St Houston TX 77013-3210 US	Phone: 800-667-9328 Fax:	Ship To: 2662 East Walnut Street Ontario CA 91761 US Tax Jurisdiction: 0507123900	Project Number: 104271 Project Name: RP-1 Mechanical Restoration Effective Date: 4/22/2020 PO Total: 282,322.56 Payment Terms: VP15 Incoterm Key/Location: DDP Destination Buyer: ElizabethKucirek Email: beth.kucirek@kiewit.com
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Item	Product Number	Description	Qty	UOM	Price per Unit	Delivery Date	Amount
	1	MOBILIZATION	1.000	EA	33,639.55 USD/1 EA	6/25/2020	33,639.55 USD
	2	SCUM	1.000	EA	3,232.50 USD/1 EA	6/25/2020	3,232.50 USD
	3	QTY 8 - 12" Pump RAS BLDG E&K	9.000	WK	7,798.80 USD/1 WK	6/25/2020	70,189.20 USD
	4	QTY 5 - 6" Pump WAS BLDG E&K	9.000	WK	2,328.55 USD/1 WK	6/25/2020	20,956.95 USD
	5	QTY 13 - Transducer	9.000	WK	1,411.28 USD/1 WK	6/25/2020	12,701.52 USD
	6	QTY 2 - HDPE & Accessories	9.000	WK	5,132.62 USD/1 WK	6/25/2020	46,193.58 USD
	7	QTY 4 - 12" Pump RAS Only BLDG K	9.000	WK	3,899.40 USD/1 WK	6/25/2020	35,094.60 USD
	8	QTY 4 - Transducer	9.000	WK	434.24 USD/1 WK	6/25/2020	3,908.16 USD
	9	HDPE & Accessories	9.000	WK	2,566.31 USD/1 WK	6/25/2020	23,096.79 USD
	10	SCUM E includes 2 submersibles	2.000	WK	1,612.09 USD/1 WK	6/25/2020	3,224.18 USD
	11	SCUM K includes 2 submersibles	3.000	WK	1,378.69 USD/1 WK	6/25/2020	4,136.07 USD

12	630 Fusion Machine	5.000	WK	3,582.42 USD/1 WK	6/25/2020	17,912.10 USD
13	6" Fusion Machine	1.000	WK	716.48 USD/1 WK	6/25/2020	716.48 USD
14	Fusion Machine mobilization	1.000	EA	1,077.50 USD/1 EA	6/25/2020	1,077.50 USD
15	Truck mobilization	1.000	EA	269.38 USD/1 EA	6/25/2020	269.38 USD
16	FUSION TECH LABOR	3.000	H	1,341.00 USD/1 H	6/25/2020	4,023.00 USD
17	18" RAS OYNO	1.000	WK	1,950.00 USD/1 WK	6/25/2020	1,950.00 USD
18	MISC TAXES/FEES	1.000		1.00 USD/1 AU	6/25/2020	1.00 USD
Total value: 282,322.56 USD						
Total value excludes sales and use tax imposed on sale to Purchaser						
Purchaser:	ElizabethKucirek	Vendor:	_____	Owner(if required):	_____	
<p>Legal Terms and Conditions: Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR 60-1.4(a), 41 CFR 60-1.4(b), 41 CFR 60-250.5(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a), as well as the specifications set forth in 41 CFR 60-4.3(a) and the provisions of 41 CFR 61-250.10, 41 CFR 61-300.10, and 29 CFR Part 471, Appendix A to Subpart A and, if applicable, requirements of Form FHWA4273, are incorporated by reference and shall be binding on Seller.</p>						

Date	Fuel Type	Project	Gallons	Rate	Total Cost	
11/13/20	Dyed Diesel	104271 RP1	630	\$2.07	\$1,304.10	
11/14/20	Dyed Diesel	104271 RP1	439	\$2.07	\$908.73	
11/16/20	Dyed Diesel	104271 RP1	439	\$2.10	\$921.90	
11/18/20	Dyed Diesel	104271 RP1	259	\$2.10	\$543.90	
11/20/20	Dyed Diesel	104271 RP1	25	\$2.10	\$52.50	
11/25/20	Dyed Diesel	104271 RP1	496	\$2.10	\$1,041.60	
11/27/20	Dyed Diesel	104271 RP1	500	\$2.10	\$1,050.00	
11/28/20	Dyed Diesel	104271 RP1	248	\$2.10	\$520.80	
11/30/20	Dyed Diesel	104271 RP1	572	\$2.10	\$1,201.20	
12/02/20	Dyed Diesel	104271 RP1	512	\$2.31	\$1,182.72	
12/04/20	Dyed Diesel	104271 RP1	505	\$2.31	\$1,166.55	
12/05/20	Dyed Diesel	104271 RP1	272	\$2.31	\$628.32	
12/07/20	Dyed Diesel	104271 RP1	536	\$2.31	\$1,238.16	
12/09/20	Dyed Diesel	104271 RP1	606	\$2.31	\$1,399.86	
12/11/20	Dyed Diesel	104271 RP1	676	\$2.31	\$1,561.56	
12/12/20	Dyed Diesel	104271 RP1	376	\$2.31	\$868.56	
12/14/20	Dyed Diesel	104271 RP1	809	\$2.31	\$1,868.79	
12/14/20	Dyed Diesel	104271 RP1	809	\$2.31	\$1,868.79	
12/15/20	Dyed Diesel	104271 RP1	395	\$2.31	\$912.45	
12/15/20	Dyed Diesel	104271 RP1	395	\$2.31	\$912.45	
12/16/20	Dyed Diesel	104271 RP1	317	\$2.38	\$754.46	
12/17/20	Dyed Diesel	104271 RP1	317	\$2.38	\$754.46	
01/22/21	Dyed Diesel	104271 RP1	559	\$2.42	\$1,352.78	
01/25/21	Dyed Diesel	104271 RP1	500	\$2.42	\$1,210.00	
01/27/21	Dyed Diesel	104271 RP1	266	\$2.42	\$643.72	
01/29/21	Dyed Diesel	104271 RP1	279	\$2.42	\$0.00	
02/01/21	Dyed Diesel	104271 RP1	427	\$2.42	\$1,033.34	Fuel for additional two weeks of Phase 4 Bypass
02/04/21	Dyed Diesel	104271 RP1	442	\$2.42	\$1,069.64	
02/08/21	Dyed Diesel	104271 RP1	566	\$2.42	\$1,369.72	
02/11/21	Dyed Diesel	104271 RP1	410	\$2.42	\$992.20	
02/15/21	Dyed Diesel	104271 RP1	586		\$0.00	
Total			14168		\$30,333.26	



27500 Riverview Center Blvd
 Suite 100
 Bonita Springs, FL 34134


For correspondence only (no payments)

BILL TO:

Project 104271
 non po

KIEWIT INFRASTRUCTURE WEST CO.
 ATTN: 1036-JOB 102150
 PO BOX 452500
 OMAHA, NE 68145

RENTAL INVOICE

INVOICE NO.		INVOICE DATE	
31886710-001		02/10/2021	
INVOICE AMOUNT		CURRENCY	
\$ 14960.48		USD	
CUSTOMER NO.		TERMS	
9701064		Due Upon Receipt	
ACH PAYMENT			
Beneficiary's Bank:	Wells Fargo		
RTN/ABA#:	121000248		
Acct#:	4217127869		
Beneficiary's Name:	Herc Rentals		
CHECK PAYMENT		ONLINE PAYMENT	
HERC RENTALS P.O. Box 936257 Atlanta, GA 31193		 By Herc Rentals www.HercRentals.com	
PAY BY PHONE/QUESTIONS: 877-953-8778			
AMOUNT ENCLOSED: \$			

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP				
2662		9701064	ANTHONY GADDIE				
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY				
ANDERSON, DANIEL		WET SIGNATURE					
JOB #/SITE							
1 - RP-1 MECHANICAL							
QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	PUMP VAC ASSIST SND ATT 12IN DSL SKID IC#: 800245558 CAT/Class: 8021371 Make: PREMIER Model: 12NNT-RP-6068HF Ser #: 231270 HR OUT: 94.00 HR IN: HR CHG: CA PROPERTY TAX RECOVERY FEE 2217999001	8/	552.50	552.50	2284.00	5052.00	5052.00
1	PUMP VAC ASSIST SND ATT 12IN DSL SKID IC#: 800245559 CAT/Class: 8021371 Make: PREMIER Model: 12NNT-RP-6068HF Ser #: 231235 HR OUT: 1412.00 HR IN: HR CHG: CA PROPERTY TAX RECOVERY FEE 2217999001	8/	552.50	552.50	2284.00	5052.00	37.89 5052.00
1	FUEL TANK 552 GALLON IC#: 680509029 CAT/Class: 5301050 Make: TRANSCUB Model: 20TCG Ser #: 10783 93.50/150/450 W/25' FUEL LINES CA PROPERTY TAX RECOVERY FEE 2217999001	8/	93.50	93.50	150.00	500.00	500.00 37.89
1	FUEL TANK 552 GALLON IC#: 800006045 CAT/Class: 5301050 Make: TRANSCUB Model: 20TCG Ser #: 1670 93.50/150/450 W/25' FUEL LINES CA PROPERTY TAX RECOVERY FEE 2217999001	8/	93.50	93.50	150.00	500.00	500.00 3.75
2	PIPE 90 DEG ELL 12 IN BY VARIOUS OUTPUT 9202042 *FLANGE CA PROPERTY TAX RECOVERY FEE 2217999001	8/	29.75	29.75	15.00	45.00	90.00 3.75
4	INCREASER / REDUCER 18X12 9201130 *FLANGE *FLANGE CA PROPERTY TAX RECOVERY FEE 2217999001	8/	14.45	14.45	50.00	150.00	600.00 .68
2	GATE VALVE 12 9204235 *12" FLANGE, KNIFE GATE VALVE CA PROPERTY TAX RECOVERY FEE 2217999001	8/	14.45	14.45	135.00	398.00	796.00 4.50 5.97



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
31886710-001	02/10/2021
INVOICE AMOUNT	CURRENCY
\$ 14960.48	USD
CUSTOMER NO.	TERMS
9701064	Due Upon Receipt

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
2662		9701064	ANTHONY GADDIE
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
ANDERSON, DANIEL		WET SIGNATURE	
JOB #/SITE			
1 - RP-1 MECHANICAL			

QTY	EQUIPMENT #	HRS/MINIMUM	HOURLY	DAY	WEEK	4 WEEK	AMOUNT

We take check-by-phone payments! Just call us at 877-953-8778 (option 1, and then option 1 again).

To ensure accurate payment processing, please follow these easy steps:

Paying with check by mail? Please include a remit with your payment.

Paying by ACH/Wire? Please send your remittance to HercTimeChecks@HercRentals.com.

Credit Card Authorizations: send to USCreditCards@hercrentals.com and please include remittance.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:
RP-1 MECHANICAL RESTORATION
2662 E WALNUT ST
ONTARIO, CA 91761

RENTED FROM:
HERC RENTALS 676
22422 S. ALAMEDA STREET
CARSON, CA 90810
PH: 310-233-5000

	Original	Adjustment	Total
RENTAL CHARGES	12590.00		12590.00
OTHER CHARGES	94.43		94.43
DELIVERY/PICK UP	1200.00		1200.00
TAXABLE CHARGES	13884.43		13884.43
TAX	1076.05		1076.05
TOTAL CHARGES	14960.48		14960.48

RENTAL DAYS: 30

INVOICE FROM: 1/11/21

INVOICE TO: 2/10/21

RENTAL START DATE: 1/11/21 8:00

LATE CHARGES MAY APPLY



INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NUMBER	107083562-0005
ACCOUNT NUMBER	664084
INVOICE DATE	1/28/21
PAGE 1	

INVOICE TO

KIEWIT INFRA WEST CO
 PO BOX 452500
 OMAHA, NE 68131

JOB ADDRESS

2662 E WALNUT ST, ONTARIO
 INLAND EMPIRE UTILITIES RECYCL
 2662 E WALNUT ST
 ONTARIO, CA 91761

C#: 360-693-1478 J#: 310-487-0576

RECEIVED BY ANDERSON, DANIEL	CONTRACT NUMBER 107083562
PURCHASE ORDER NUMBER 7100012304	
JOB NUMBER INLAND EMPIRE UTILIT	
BRANCH 1030 BAKERSFIELD PUMP SOLUTIONS	
800 E ASH AVE SHAFTER, CA 93263 3301 661-535-6703	

Date	Ticket #	Eqp/Itm #	Description	Hr/Qty	Price	Amount
			BULIDING E RAS PUMPS 12" 4 WEEKS @ \$2,924.55 PER WEEK			11698.20
			BUILDING E RAS PUMPS 6" 4-WEEKS @ \$931.42 PER WEEK			3725.68
			BUILDING K WAS PUMPS 12" 4- WEEKS @ \$2,924.55			11698.20
			BUILDING K WAS PUMPS 6" 4-WEEKS @ \$1,391.13			5588.52
			BUILDING E HDPE RENTAL & ACCESSORIES 4-WEEKS \$2,566.31			10265.24
			BUILDING K HDPE RENTAL & ACCESSORIES 4-WEEKS \$2,566.31			10265.24
			C/O-BUILDING E WAS VFD 2)@ \$480.00 EA PER WEEK 4-WEEK RENTAL			3840.00
			C/O-BUILDING K RAS VFD 3)@ \$480.00 EA PER WEEK 4-WEEK RENTAL			5760.00
			C/O -EXTRA FREIGHT FOR BUILDING K SYSTEM B			1200.00
			C/O- PUMP REPAIR COUPLER EXCHANGE			1000.00
			BUILDING K SYSTEM B HDPE AND ACCESSORIES 2)WEEKS @ \$2,566.31			5132.62
			BUILDING K SYSTEM B PUMP RENTAL 1) 12" PUMP 2) WEEKS @ \$974.8			1949.70
						72123.40

SUBTOTAL	72123.40
TAX	5419.06
INVOICE TOTAL	77542.46

Manual Invoice

NET DUE UPON RECEIPT



Kiewit

RP-1 MECHANICAL RESTORATION AND IMPROVEMENTS PROJECT

TIME IMPACT ANALYSIS

Date: March 4th, 2021

Period: December 18, 2020 – January 22, 2021

Project: RP-1 Mechanical Restoration and Improvements Project

Title: COVID-19 Delay

Contractor: Kiewit Infrastructure West Co.

Author: Majid Shojaei

1) Overview

The electrical demolition and installation in Building E and K was delayed due to a fiber optic re-route was needed. Kiewit discovered this potential delay while performing electrical demolition on Building E during the month of December. Then, Kiewit notified IEUA through RFI #132 on December 17, 2020. The December 2020 schedule submitted to IEUA addressed this delay. The electrical installation work in Building E is on the Critical Path for the Project's completion.

2) Fragnet Narrative

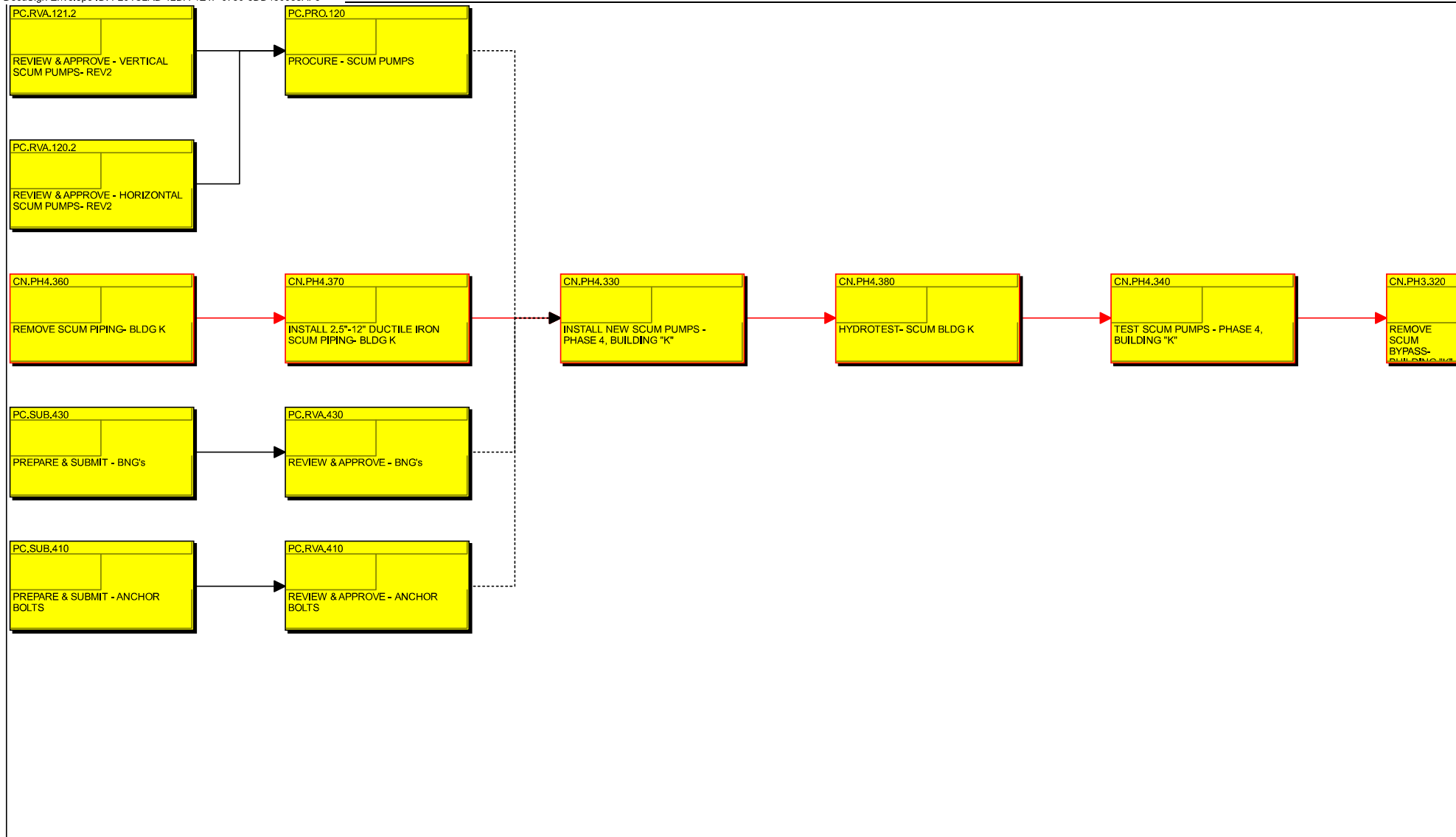
Based on the report that was created to compare the submitted December 2020 schedule with the delay to a similar schedule without the delay, the new finish date on the project is May 22, 2021 instead of May 6, 2021. There were no activities deleted from this schedule. The Excel spreadsheet comments addresses this.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2020		2021									
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
RP-1 MECHANICAL RESTORATION AND IMPROVEMENT PROJECT - UPC						99	04-Jan-21 08:00 AM	22-May-21 05:00 PM	-11								
DEL-130	FIBER OPTIC RESEARCH AND RE-ROUTE- BLDG K	19	04-Jan-21 08:00 AM*	22-Jan-21 05:00 PM	-16												
CN.PH5.210	ELECTRICAL DEMO - PHASE 4	1	25-Jan-21 08:00 AM	25-Jan-21 05:00 PM	-12												
CN.PH3.170	FOAM BOARD INSULATION AT MCC - BUILDING "K"	2	26-Jan-21 08:00 AM	27-Jan-21 05:00 PM	-12												
CN.PH5.290	PAINT MCC - BUILDING "K"	5	28-Jan-21 08:00 AM	03-Feb-21 05:00 PM	-12												
CN.PH5.240	INSTALL MCC - BUILDING "K"	4	04-Feb-21 08:00 AM	09-Feb-21 05:00 PM	-12												
CN.PH5.310	INSTALL VFD - BUILDING "K"	3	10-Feb-21 08:00 AM	12-Feb-21 05:00 PM	-12												
CN.PH5.320	INSTALL PANELBOARD - BUILDING "K"	2	16-Feb-21 08:00 AM	17-Feb-21 05:00 PM	-12												
CN.PH5.230	INSTALL WIRES & CABLES - BUILDING "K", PHASE 3 PUMPS	5	18-Feb-21 08:00 AM	24-Feb-21 05:00 PM	-12												
CN.PH5.170.1	FINISH INSTALL NEW HVAC SYSTEM - BUILDING "K"	5	25-Feb-21 08:00 AM	03-Mar-21 05:00 PM	-12												
CN.PH5.300	TEST & BALANCE HVAC - BUILDING "K"	5	04-Mar-21 08:00 AM	10-Mar-21 05:00 PM	-12												
CN.PH5.180	CONNECT / TEST OVERALL SYSTEM - BUILDING "K"	7	11-Mar-21 08:00 AM	19-Mar-21 05:00 PM	-12												
CN.PH3.310	INSTALL BYPASS FOR SCUM PUMPS- BLDG K	2	22-Mar-21 08:00 AM	23-Mar-21 05:00 PM	-12												
CN.PH4.110	DEWATER & CLEAN SCUM BOX - BUILDING "K"	1	24-Mar-21 08:00 AM	24-Mar-21 05:00 PM	-12												
CN.PH4.350	REMOVE SCUM PUMPS- BLDG K	1	25-Mar-21 08:00 AM	25-Mar-21 05:00 PM	-12												
CN.PH4.360	REMOVE SCUM PIPING- BLDG K	1	26-Mar-21 08:00 AM	26-Mar-21 05:00 PM	-12												
CN.PH4.370	INSTALL 2.5"-12" DUCTILE IRON SCUM PIPING- BLDG K	2	29-Mar-21 08:00 AM	30-Mar-21 05:00 PM	-12												
CN.PH4.330	INSTALL NEW SCUM PUMPS - PHASE 4, BUILDING "K"	2	31-Mar-21 08:00 AM	01-Apr-21 05:00 PM	-12												
CN.PH4.380	HYDROTEST- SCUM BLDG K	1	02-Apr-21 08:00 AM	02-Apr-21 05:00 PM	-12												
CN.PH4.340	TEST SCUM PUMPS - PHASE 4, BUILDING "K"	2	05-Apr-21 08:00 AM	06-Apr-21 05:00 PM	-12												
CN.PH3.320	REMOVE SCUM BYPASS- BUILDING "K"	1	07-Apr-21 08:00 AM	07-Apr-21 05:00 PM	-12												
CN.DEM.100	DEMOBE / REMOVE TRAILERS	10	08-Apr-21 08:00 AM	21-Apr-21 05:00 PM	-12												
CN.DEM.120	PUNCHLIST ITEMS	10	08-Apr-21 08:00 AM	21-Apr-21 05:00 PM	-12												
CN.DEM.130	TURN OVER TO AGENCY	1	22-Apr-21 08:00 AM	22-Apr-21 05:00 PM	-12												
CN.DEM.140	ADVERSE WEATHER ALLOWANCE	30	23-Apr-21 08:00 AM	22-May-21 05:00 PM	-16												
PC.MIL.130	CONTRACT COMPLETION DATE	0		22-May-21 05:00 PM*	-16												

█ Remaining Level of Effort ▼ Summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work
◆ Milestone

RP-1 MECHANICAL RESTORATION AND IMPROVEMENT PROJECT - UPDATE 13 - DEC 2020
KIEWIT INFRASTRUCTURE WEST
 Data Date : 01-Jan-21
ATTACHMENT A : LONGEST PATH

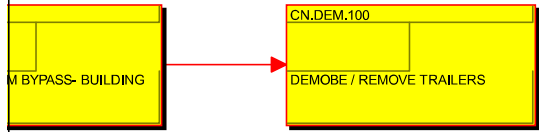










█ Remaining Level of Effort Summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work
◆ Milestone

RP-1 MECHANICAL RESTORATION AND IMPROVEMENT PROJECT - UPDATE 13 - DEC 2020
KIEWIT INFRASTRUCTURE WEST
 Data Date : 01-Jan-21
ATTACHMENT A : LONGEST PATH





-  Remaining Level of Effort
 -  Actual Work
 -  Remaining Work
 -  Critical Remaining Work
 -  Milestone
-  Summary

RP-1 MECHANICAL RESTORATION AND IMPROVEMENT PROJECT - UPDATE 13 - DEC 2020
KIEWIT INFRASTRUCTURE WEST
Data Date : 01-Jan-21
ATTACHMENT A : LONGEST PATH



EXHIBIT-B

Agency Cost Evaluation
2 Pages

RFD 020: EN17082 - Temp Fiber Work

Activity	LABOR			MATERIALS				EQUIPMENT				Tax	SUBTOTAL	Comments
	Rate	Hours	Total	Rate	QTY	--	Total	Rate	QTY	--	Total			
Contractor Price												\$ 119,586.16		
1) Fiber Sub			\$ 20,199.00				\$ -				\$ -	\$ -	\$ 20,199.00	
2) Labor to fix/ Assess FO	\$ 72.78	121.5	\$ 8,842.77				\$ -				\$ -	\$ -	\$ 8,842.77	Confirmed
2) Foreman Truck			\$ -				\$ -	40.16	232		\$ 9,317.12	\$ -	\$ 9,317.12	Cal Trans Rate for Truck (Used F-150 weight)
2) 6K Forklift			\$ -				\$ -	\$ 65.33	160		\$ 10,452.80	\$ -	\$ 10,452.80	CalTrans Code 120-160
2) 1" Liquidtight			\$ -	\$ 2.30	300	LP	\$ 690.00				\$ -	\$ 51.75	\$ 741.75	Confirmed
2) 1" Straighttight Connector			\$ -	\$ 6.28	4		\$ 25.12				\$ -	\$ 1.88	\$ 27.00	Confirmed
RAS Bldg E Pumps Phase 1			\$ -				\$ -	2,924.55	1.42	Wk	\$ 4,152.86	\$ -	\$ 4,152.86	1 week 3 days confirmed with TIA submittal
WAS Bldg E Pumps Phase 1			\$ -				\$ -	931.42	1.42	Wk	\$ 1,322.62	\$ -	\$ 1,322.62	1 week 3 days confirmed with TIA submittal
WAS Bldg E VFDs Phase 1			\$ -				\$ -	960.00	1.42	Wk	\$ 1,363.20	\$ -	\$ 1,363.20	1 week 3 days confirmed with TIA submittal Could not locate quote for this item
Bldg E HDPE Pipe Phase 1			\$ -				\$ -	2,566.31	1.42	Wk	\$ 3,644.16	\$ -	\$ 3,644.16	1 week 3 days confirmed with TIA submittal Please provide details on how where the weekly rate.
Building E Flowmeters			\$ -				\$ -	2,400.00	1	Mo	\$ 2,400.00	\$ -	\$ 2,400.00	\$800/ Mo with 3 flow meters this is justified.
RAS Bldg K Pumps Phase 3			\$ -				\$ -	2,924.55	3	Wk	\$ 8,773.65	\$ -	\$ 8,773.65	3 weeks confirmed with TIA submittal
WAS Bldg K Pumps Phase 3			\$ -				\$ -	1,391.13	3	Wk	\$ 4,173.39	\$ -	\$ 4,173.39	3 weeks confirmed with TIA submittal
WAS Bldg K VFDs Phase 3			\$ -				\$ -	1,440.00	3	Wk	\$ 4,320.00	\$ -	\$ 4,320.00	3 weeks confirmed with TIA submittal Could not locate quote for this item
Bldg K HDPE Pipe Phase 3			\$ -				\$ -	2,566.31	3	Wk	\$ 7,698.93	\$ -	\$ 7,698.93	3 weeks confirmed with TIA submittal Please provide details on how where the weekly rate.
Building K Flowmeters			\$ -				\$ -	3,200.00	1.25	Mo	\$ 4,000.00	\$ -	\$ 4,000.00	Confirmed
RAS Bldg K Pumps Phase 4 (Herc)			\$ -				\$ -	2,284.00	3.7	Wk	\$ 8,450.80	\$ -	\$ 8,450.80	According to the TIA Review Comment Spreadsheet Phase 4 Building Bypass delay was 1 week 6 days, why is the Agency being charged for 3.7 wks? Confirmed rate
RAS Bldg K Pump Fuel Tanks (Herc)			\$ -				\$ -	150.00	3.7	Wk	\$ 555.00	\$ -	\$ 555.00	Please confirm if this duration is correct or should be 1.85 wks. If it is actually 3.7 use 4 wk rate, based off quote provided.
RAS Bldg K Pump Phase 4 Fuel			\$ -				\$ -	2.42	1845	Gal	\$ 4,464.90	\$ -	\$ 4,464.90	Based off the attached excel spreadsheet the sum of these days for fuel should be \$3,206.5 Also need the Kiewit fuel billing receipts for these days as official backup documentation.
RAS Bldg K Pump Additional Fittings (Herc)			\$ -				\$ -	500.00	1.85	Wk	\$ 925.00	\$ -	\$ 925.00	Confirmed based off Herc quote
RAS Bldg K Pump Phase 4 (Sunbelt)			\$ -				\$ -	1,391.13	1.85	Wk	\$ 2,573.59	\$ -	\$ 2,573.59	1 week 6 days confirmed with TIA submittal Please explain the difference between this item and the item on line 23
Bldg K HDPE Pipe Phase 4			\$ -				\$ -	2,566.31	1.85	Wk	\$ 4,747.67	\$ -	\$ 4,747.67	1 week 6 days confirmed with TIA submittal
ATS & Accessories Building E			\$ -				\$ -	\$ 1,457.00	1.42	Wk	\$ 2,068.94	\$ -	\$ 2,068.94	Confirmed
ATS & Accessories Building K			\$ -				\$ -	\$ 1,457.00	3	Wk	\$ 4,371.00	\$ -	\$ 4,371.00	Confirmed
Additional Bypass Pump Watch			\$ -				\$ -			Wk	\$ -	\$ -	\$ 0.00	Based off the service provided and reporting issues. The Agency does not agree this should be included. It should be recommended the contractor receive a credit for the poor performance.
			\$ -				\$ -				\$ -	\$ -	\$ 0.00	
			\$ -				\$ -				\$ -	\$ -	\$ 0.00	
			\$ -				\$ -				\$ -	\$ -	\$ 0.00	
			\$ -				\$ -				\$ -	\$ -	\$ 0.00	
Credit												\$ 0.00		

LABOR TOTAL	\$29,041.77		
MATERIALS TOTAL	\$768.75	Mark-Up	
EQUIPMENT TOTAL	\$89,775.63		15%
Sub Contractor Markup	\$20,199.00		15%
	\$119,586.16		5%
Subtotal:	\$129,656.47		10%
W/ Mark-up:	\$129,656.47		
W/ Bond:	\$ 130,953.03		
Contractor Cost:	\$ 121,896.14		
Difference:	\$ 9,056.89		

EXHIBIT-C

Management Approvals
4 Pages



Request for Deviation Memorandum of Approval

Date	04/23/21	RFD Number	020
Project Number	EN17082.00	RFD Amount	\$121,869.14
Project Name	RP-1 Mechanical Restoration	RFD Time	16 Days
Project Manager	Justin Tao	RFD Type	Lump Sum

Background:

The contract drawings sheets E-4 and E-5 show the planned demolition of electrical equipment within Regional Plant No. 1, buildings E and K. During construction while the contractor was performing demolition of the existing motor control centers (MCCs), it was noticed that building's fiber optic (FO) communication cable ran through the MCCs. It was not possible to completely remove the MCCs per contract drawings without removing and re-routing the existing the FO cable in both buildings. The FO cable that was ran through the MCCs is critical to plant operation as it provides visibility to plant process equipment within the Secondary Clarifiers and Recycled Activated Sludge (RAS) systems, through SCADA.

Due to the unexpected change in the field conditions the additional impacts are as noted below:

- The contractor was required to investigate the existing FO runs which resulted in additional manhours incurred.
- Cost associated with the FO sub-contractor to reroute the existing cable and proceed with demo per plans.
- Demo and installation of the MCCs was a critical path for the installation of new RAS VFDs. As a result, this caused an unexpected delay in the contractor's schedule.
- The contractor needed to run bypass pumps for a longer duration than previously planned as part of the bypass specifications (Sequence of Construction Phase 1, 3, and 4)

The contractor submitted RFI 132 for the Agency's recommendation to re-rout existing fiber at buildings E and K and a Time Impact Analysis was submitted under Submittal 109.

Approval Request:

We are seeking management approval of the Contractor's lump sum cost proposal for a **Not-to-Exceed amount of \$121,869.14**; this includes material, labor hours, equipment, and allotted mark-ups per contract documents. The proposal submitted by the contractor has been validated by IEUA staff and was found to be fair and reasonable.

In addition, the original contract duration is set to expire on May 6, 2021. Therefore, we are also seeking the approval to add 16 calendar days to the project completion date. IEUA staff and the Contractor have determined a time extension is needed to complete the project. The new project completion date is May 22, 2021.

The critical items are detailed below:

- Additional time and cost to investigate existing fiber route.
- Costs associated to Fiber Optics Sub-contractor.
- Additional cost to run bypass pumps for RAS Systems A, B and C.

**Attachment Lis:**

1. Contractor Proposal and Time Impact Analysis
2. IEUA Cost Validation
3. RFI 0132
4. Project Blue Sheet

Contract Summary:

Original Contract	\$6,627,000.00	Original Completion	03/21/2021
CO's	\$159,155.33	Current Completion	05/06/2021
Revised Contract	\$6,783,342.15	RFD Added Days	16
Change Order Ratio	4.2	Completion (w/RFD)	05/22/2021

Thank you in advance for your time and consideration.



IEUA Owner's Approval:

Approval Recommended:	<small>DocuSigned by:</small> <u>Justin Tao #1414</u> <small>Principal Engineer</small>	Date: <u>5/3/2021</u>
Approval Recommended:	<small>DocuSigned by:</small> <u>Travis Sprague #842</u> <small>Principal Engineer</small>	Date: <u>5/3/2021</u>
Approval Recommended:	<small>DocuSigned by:</small> <u>Jason Marsailles #839</u> <small>Deputy Manager of Engineering</small>	Date: <u>5/4/2021</u>
Approval Recommended:	<small>DocuSigned by:</small> <u>Jerry Burke #1320</u> <small>Manager of Engineering</small>	Date: <u>5/6/2021</u>
Approval Recommended:	<small>DocuSigned by:</small> <u>Christiana Daisy #1484</u> <small>Executive Manager of Engineering</small>	Date: <u>5/6/2021</u>
Owner Authorization:	<small>DocuSigned by:</small> <u>Shivaji Deshmukh #1458</u> <small>General Manager</small>	Date: <u>5/6/2021</u>

CONSENT
ITEM
1D

Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

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

Subject: Contract Award for 8th Street Basin Earthwork and Infiltration Restoration

Executive Summary:

IEUA utilizes the 8th Street Basin (bordering Ontario and Upland) for groundwater recharge. Over the life of the recharge program, the site has recharged an annual average of 2,370 acre-feet (AF) consisting of 1,025 AF of storm water, 168 AF of imported water, and 1,177 AF of recycled water. The 8th Street Basin has experienced diminished infiltration rates since last restored in 2018, falling from about 1.0 foot per day when full to less than 0.1 feet per day.

A request for proposal was prepared to conduct earthwork services to restore the basin's infiltration rate. As part of the proposal effort, on May 5, 2021 a job walk was held. On May 17, 2021, bids to conduct the requested work were received from seven firms. The three lowest bidders have all worked with IEUA on similar projects and their bids ranged from \$117,708 to \$243,666. The four highest bidders have not worked with IEUA on similar projects and their bids ranged from \$267,932 to \$1,249,400. The two highest bidders were not present at the job walk.

Staff's Recommendation:

1. Approve Contract No. 4600003036 to Jeremy Harris Construction, Inc, for the 8th Street Basin Earthwork and Infiltration Restoration Services for a not-to-exceed amount of \$117,708; and
2. Authorize the General Manager to execute the contract.

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

Account/Project Name:

IEUA and Chino Basin Watermaster will cost share using its approved pro rata cost sharing methodology. For Fiscal Year 2022, the cost share for 8th Street Basin is 71% IEUA and 29% Watermaster.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

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

Business Goal:

This contract award supports the Agency's business goal of Water Reliability to develop and implement an integrated water resource management plan.

Attachments:

Attachment 1: PowerPoint Presentation

Attachment 2: Contract No. 4600003036 to Jeremy Harris Construction, Inc

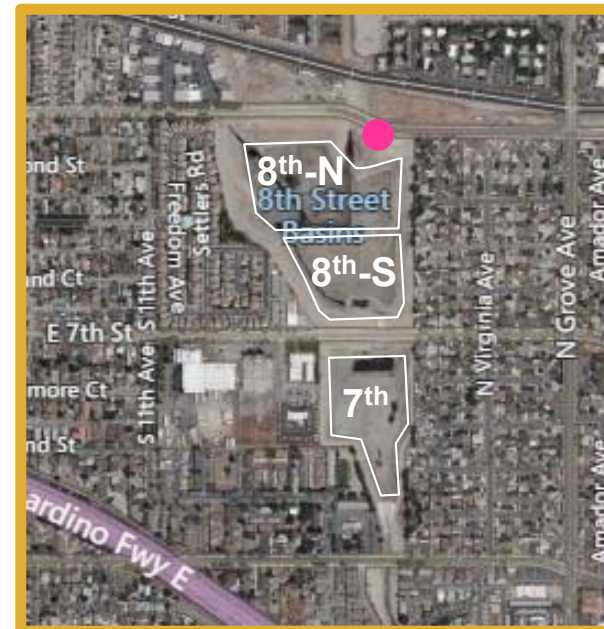
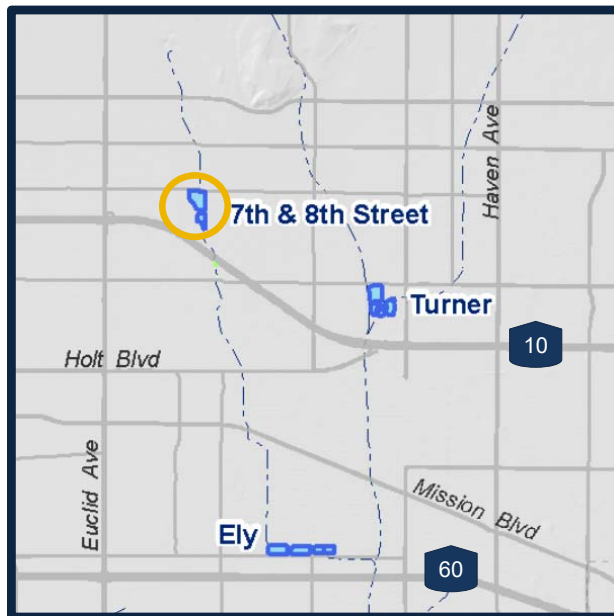


Contract Award – 8th Street Basin Earthwork & Infiltration Restoration

Andy Campbell, PG, CHG
GWR Coordinator / Hydrogeologist
June 16, 2021

8th Street Basin

- Infiltration restoration is needed to maintain flow of recharge water into the ground
- Infiltration rate has fallen over time from about 1.0 to less than 0.1 feet per day



The Infiltration Restoration Process

- Work Done By IEUA
 - Drain by Gravity
 - Dewatering by Pumping (separate contractor)
 - Dry Out Floor (2 weeks)
- Work Done Through RFP
 - Work 8th-South, then 8th-North
 - Scrape Material from Side Slopes
 - Scrape Material from Floor
 - Haul Away Material
 - Rip and Smooth the Basin Floor
 - Trench for Level Sensor Conduit Repair

Phases – Gravity Draining, Dewatering, & Floor Drying



Phase – Scrape Basin Sides and Floor



Phases

- Haul Away Soil



- Rip & Smooth Floor



Contractor Selection

- Seven bids were received on May 17, 2021

Bidder	Bid
Jeremy Harris Construction, Inc,	\$117,708.00
JCE Equipment Inc.	\$133,017.50
Intravaia Rock & Sand, Inc.	\$243,666.50
Hera General Engineering	\$267,932.00
Scorpion Backhoe, Inc.	\$321,662.00
Sukut Construction, LLC	\$994,900.00
C.P. Construction Co., Inc	\$1,249,400.00

- IEUA and CBWM will cost share the 8th Street Basin work using the basin's Pro Rata for Fiscal Year 21/22 (IEUA 71% and CBWM 29%)

Recommendation

1. Approve the award of contract 4600003036 for Jeremy Harris Construction, Inc. for the 8th Street Basin Earthwork & Infiltration Restoration Services for a not-to-exceed amount of \$117,708.00.
2. Authorize the General Manager to execute the contract.

*The Infiltration Restoration Project is consistent with IEUA's business goal of **Water Reliability** to develop and implement an integrated water resource management plan.*

ACTION
ITEM
2A

Date: June 16, 2021

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

Finance & Administration

06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RMPU Project Construction Contract Award

Executive Summary:

On May 2017, Chino Basin Watermaster (CBWM) and IEUA executed a cost sharing agreement, Task Order No. 9, to implement the Wineville groundwater recharge improvements project. These improvements will provide approximately 2,921 acre-feet per year (AFY) of captured stormwater and allow 2,905 AFY of recycled water to be recharged. On April 8, 2021, six bids were received and MNR Construction, Inc., was the lowest, responsible, responsive bidder with a bid price of \$15,480,880 which is approximately \$3 million higher than the Engineer's Estimate of \$11,498,545. IEUA and CBWM staff reviewed the bid and found it to be reasonable based on the rising material costs as a result of the COVID 19 Pandemic. CBWM has approved the updated cost sharing agreement at their May 27th, 2021, board meeting.

Staff requests the Board: (1) augment IEUA's budget for RW15006 from \$19,150,000 to \$24,004,424 (25% increase) in the Groundwater Capital fund to address the increased bid price; (2) amend the agreement with CBWM to update the cost share responsibilities; (3) amend the contract with Carollo Engineers to provide continued engineering support during construction; and (4) approve the construction contract with MNR Construction.

Staff's Recommendation:

1. Approve the budget augmentation in RW15003.00 from \$19,150,000 to \$24,004,424;
2. Approve the amendment to IEUA and CBWM's Cost Sharing Agreement, Task Order No.9, with Project No. RW15003.06;
3. Approve the contract amendment for engineering support services during construction of the Project No. RW15003.06 to Carollo Engineers, Inc., for an amount of \$397,977, increasing the contract's not-to-exceed amount to \$2,158,230 (a 23% increase);
4. Award the construction contract for the Project No. RW15003.06 to MNR Construction, Inc. in the amount of \$15,480,880; and
5. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 4,854,424

Account/Project Name:

RW15003.05/RP3 Basin

RW15003.06/Wineville, Jurupa, and Force Main

Fiscal Impact (explain if not budgeted):

For the following projects, RW15003.05 & RW15003.06, approximately \$10,833,381 in grants were awarded (49% of the project budget). Watermaster's cost share is \$10,846,828 (49% of the total budget) which will be funded by \$11,742,550 in a SRF loan. IEUA's cost share is \$360,043 (2% of the project budget).

Prior Board Action:

On June 21, 2017, the Board of Directors awarded consulting engineering services for all RMPU projects under RW15003.00, to Carollo Engineers, Inc. for the not-to-exceed amount of \$1,510,628.

On May 17, 2017, the Board of Directors approved Task Order No. 9 as part of the July 2014 Master Agreement between CBWM and IEUA to implement the design and construction efforts of multiple RMPU projects.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

The RMPU Project was under a comprehensive Program Environmental Impact Report which the Board adopted as complete on March 15, 2017. Within this report specific mitigation measures are a part of the Project that will be implemented under the attached Mitigation Measures and Reporting Program (MMRP).

Business Goal:

The projects under the 2013 RMPU which include the Wineville, Jurupa and Force Main are consistent with the IEUA's Business Goal of Water Reliability, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Amendment to IEUA and CBWM's Task Order No. 9

Attachment 3 - Amendment No. 4 to Contract No. 4600002324 with Carollo Engineers, Inc.

Attachment 4 - Construction Contract with MNR Construction, Inc.

Attachment 1



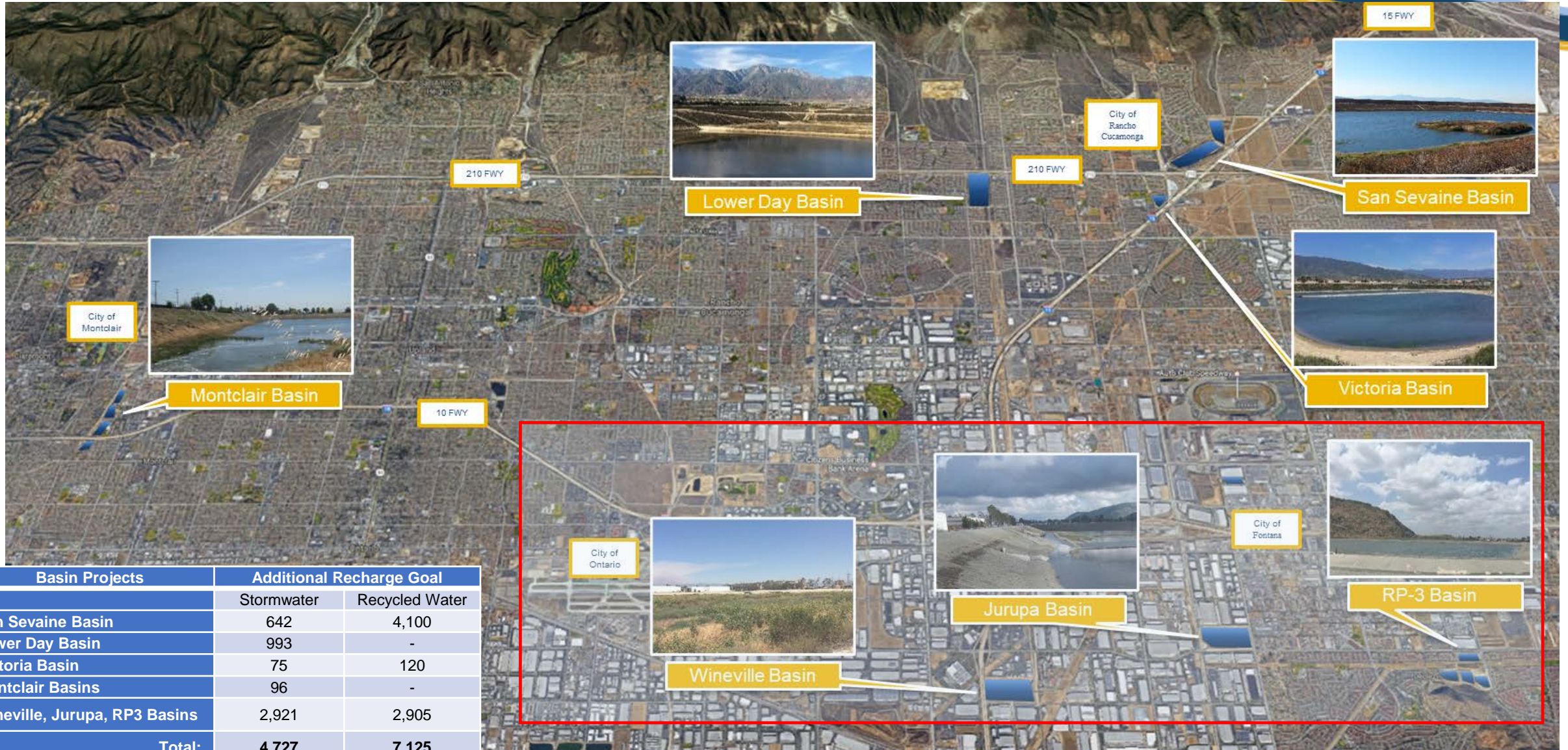
Recharge Master Plan Update Project Construction Contract Award

Joel Ignacio, P.E.

Senior Engineer

June 16, 2021

Project Location



Basin Projects	Additional Recharge Goal	
	Stormwater	Recycled Water
San Sevaine Basin	642	4,100
Lower Day Basin	993	-
Victoria Basin	75	120
Montclair Basins	96	-
Wineville, Jurupa, RP3 Basins	2,921	2,905
Total:	4,727	7,125

Project Background/Scope



Project Benefit:

- Increase stormwater recharge to 2,921 acre-feet per year
- Increased recycled water 2,905 acre-feet per year (with RP-3)

Contractor Selection

- January 11, 2021, released invitation to bids to 8 prequalified bidders
- April 8, 2021, 6 bids were received

Bidder	Bid Amount
MNR Construction, Inc	\$15,480,880
J.F. Shea Construction, Inc.	\$15,842,000
J.R. Filanc Construction Company, Inc.	\$15,954,330
Ferreira Construction Co, Inc	\$16,546,362
Norstar Plumbing and Engineering, Inc.	\$17,276,000
W.A. Rasic Construction Company, Inc.	\$24,888,000

- Engineer's estimate \$11,498,545
- Staff reviewed the bid and found it to be reasonable based on the rising material costs as a result of the market conditions and the COVID 19 Pandemic.

Amendment to CBWM/IEUA Cost Sharing

Total Project Budget Breakdown within Task Order

Phase	Start	Finish	Projected Cost
Project Development	7/1/2014	12/17/2014	\$14,600
Pre-Design	12/18/2014	11/16/2016	\$407,900
Environmental Impact	12/18/2014	4/20/2016	\$179,500
Permits	12/18/2014	1/8/2018	\$52,400
Design	6/22/2017	12/31/2020	\$1,372,500
Bid and Award	1/1/2021	6/15/2021	\$15,000
Construction	6/22/2021	8/21/2022	\$19,998,352
Total			\$22,040,252

Total Available Grants within Task Order

Available Grants	Stormwater Distribution System/Wineville Basin/Jurupa Basin	RP-3 Basin	Total
SWRCB - Storm Water Grant Program	\$8,994,167	\$809,214	\$9,803,381
USBR- Drought Resiliency	-	\$290,000	\$290,000
USBR- Secure Water Act	\$740,000	-	\$740,000
Total	\$9,734,167	\$1,099,214	\$10,833,381

Grant Increase of \$2.2 Million

Task Order's Revised Cost Share Breakdown to Project

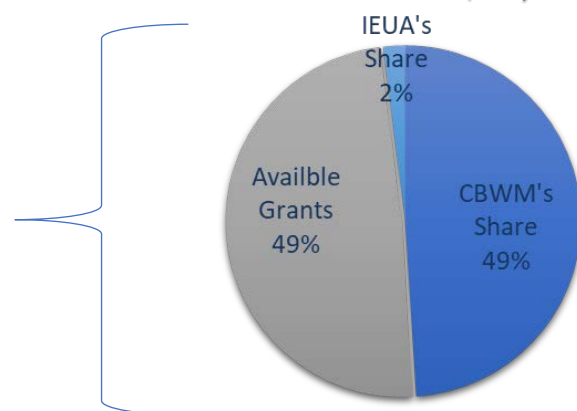
CBWM/IEUA/Grant	Stormwater Distribution System/Wineville Basin/Jurupa Basin	RP-3 Basin	Total
Watermaster	\$10,486,785	\$360,043	\$10,846,828
IEUA	-	\$360,043	\$360,043
Grants	\$9,734,167	\$1,099,214	\$10,833,381
Total	\$20,220,952	\$1,819,300	\$22,040,252

Project Budget & Schedule

Description	Cost
Design Services	\$1,960,940
Preliminary Design Contract (actual cost)	\$269,300
Design Contract (actual cost)	\$1,500,000
Environmental/Permits/Bid/Admin (actual costs)	\$191,640
Construction Services	\$1,231,044
Design Consultant Construction Services (actual) <i>(this action)</i>	\$397,977
IEUA Construction Services (projected)	\$833,067
Construction	\$17,028,968
Construction Contract (MNR Construction) <i>(this action)</i>	\$15,480,880
Contingency (10%)	\$1,548,088
Total Project Cost (for RW15003.06):	\$20,220,952
Total Project Cost (for RW15003.05 & RW15003.06)	\$22,040,252
Current Budget (for RW15003.00):	\$19,150,000
Augmented Budget (for RW15003.00)	\$24,004,424

Project Milestone	Date
Construction	
Contract Award	June 2021
Project Completion	August 2022

Cost Share on \$22,040,252



- Above budget includes the requested Carollo amendment for engineering services during construction

Recommendation

- Approve budget augmentation to RW15003.00 for a 25% increase from \$19,150,000 to \$24,004,424
- Approve amendment to IEUA and CBWM's Cost Sharing Agreement, Task Order No.9, with Project No. RW15003.06;
- Approve contract amendment for engineering support services during construction of the Project No. RW15003.06 to Carollo Engineers, Inc. for an amount of \$397,977, increasing the contract's not-to-exceed amount to \$2,158,230 (a 23% increase);
- Award the construction contract for the Project No. RW15003.06 to MNR Construction, Inc. in the amount of \$15,480,880; and
- Authorize the General Manager to execute the contracts, subject to non-substantive changes.

The RMPU Project is consistent with the **IEUA's Business Goal of Water Reliability** specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachment 2

FIRST AMENDMENT
to
TASK ORDER NO. 9
RMPU IMPROVEMENT PROJECT 23a
under the
MASTER AGREEMENT REGARDING THE
MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS
between
INLAND EMPIRE UTILITIES AGENCY
and
CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 9 is made and entered into as of the ____ day of May, 2021 by and between the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) (each a “Party” and collectively, the “Parties”).

RECITALS

- A. Task Order No. 9 for the RMPU IMPROVEMENT PROJECT 23a (the “Task Order”) was approved by IEUA and Watermaster on May 25th, 2017.
- B. The recently received, higher bid prices for the construction of the RMPU IMPROVEMENT under PROJECT ID 23a, the proposed Wineville Pumps Station to Jurupa, the expansion of the Jurupa’s Pumps stations to RP-3, and the approved recharge improvements at Wineville, Jurupa and RP3 Basins (collectively, the “Project”) necessitates a change to the Project’s total budget from \$16.48 million to \$22.04 million.
- C. United States Department of Interior’s Bureau of Reclamation awarded the proposed Wineville Pumps Station to Jurupa, the expansion of the Jurupa’s Pumps stations to RP-3, and the recharge improvements at Wineville and Jurupa with a grant of \$740,000 through Section 9504(a) of the Secure Water Act, Public Law 111-11 (Agreement Number R18AP000777).
- C. IEUA and Watermaster wish to amend that Task Order to reflect the necessary budget increase and the grant award, and to adjust the reimbursement schedule under which Watermaster provides its share of the costs to IEUA.

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

1. Section 2 of the Task Order titled SCOPE shall be amended to read:

The activities to be undertaken pursuant to this Task Order include project development to properly establish project's scope and schedule, preliminary design evaluation to define the extent of the upgrades of each site, design for the preparation of the construction plans and specifications for the upgrades, permitting and CEQA review for each site proposed for

upgrades, bid/award of the construction contract to the lowest responsible/responsive bidder, and the construction of the improvements. The following is projected cost breakdown and schedule for each of the project phases:

Phase	Start	Finish	Projected Cost
Project Development	7/1/2014	12/17/2014	\$14,600
Pre-Design	12/18/2014	11/16/2016	\$407,900
Environmental Impact	12/18/2014	4/20/2016	\$179,500
Permits	12/18/2014	1/8/2018	\$52,400
Design	6/22/2017	12/31/2020	\$1,372,500
Bid and Award	1/1/2021	6/15/2021	\$15,000
Construction	6/22/2021	8/21/2022	\$19,998,352
Total			\$22,040,252

As of the date upon which the Parties enter into this Task Order, the project development, pre-design and environmental impact phases of the Project have been completed and the Parties acknowledge that all funds for these phases have been expended and reimbursed, as applicable. The Task Order does not create any further rights or responsibilities for either of the Parties with respect to these phases of the Project.

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

Unless the scope of work is changed and an increase is authorized by the Parties, the budget for the activities to be undertaken pursuant to this Task Order is twenty-two million forty thousand two hundred fifty-two dollars (\$22,040,252) ("Budget"), of which \$10,833,381 is available in grant funds. The grant funds available for each phase of the Project are as follows:

Available Grants	Stormwater Distribution System/Wineville Basin/Jurupa Basin	RP-3 Basin	Total
State Water Resources Control Board - Storm Water Grant Program	\$8,994,167	\$809,214	\$9,803,381
United States Department of Interior Bureau of Reclamation - Drought Resiliency	-	\$290,000	\$290,000
United States Department of Interior Bureau of Reclamation - Secure Water Act	\$740,000	-	\$740,000
Total	\$9,734,167	\$1,099,214	\$10,833,381

The Parties agree that the Budget less the grant funds is shared consistent with the methodology described in Peace II Agreement Section 8.l(b), and that IEUA's share of the costs is based on a 50% allocation of the costs of those portions of the project for which there is a recycled water component. The Budget includes IEUA capital, administrative, and overhead expenses associated with IEUA's provision of the services described in Section 3 above. The total budget allocation by Party and project component is as follows:

CBWM/IEUA/Grant	Stormwater Distribution System/Wineville Basin/Jurupa Basin	RP-3 Basin	Total
Watermaster	\$10,486,785	\$360,043	\$10,846,828
IEUA	-	\$360,043	\$360,043
Grants	\$9,734,167	\$1,099,214	\$10,833,381
Total	\$20,220,952	\$1,819,300	\$22,040,252

The Parties shall budget, pursuant to their own budget mechanism and in accordance with the May 26th, 2016 First Amendment to the Master Agreement Regarding the Management of Collaborative Recharge Projects between IEUA and Watermaster.

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

The Parties agree to pay their respective portion of the Budget, less the available grant funding. The parties shall not be required to pay more than \$11,206,871 ("Total Budgeted Cost").

- Section 7 of the Task Order titled MAXIMUM COSTS TO WATERMASTER shall be amended to read:

The costs to be required of Watermaster shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$10,846,828.

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

The costs to be required of IEUA shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$360,043.

(The remaining balance of this page is left intentionally blank)

ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

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

CHINO BASIN WATERMASTER:

INLAND EMPIRE UTILITIES AGENCY:

Peter Kavounas, P.E.
General Manager

Shivaji Deshmukh, P.E.
General Manager

DRAFT

Attachment 3



CONTRACT AMENDMENT NUMBER: 4600002324-004
FOR
ENGINEERING DESIGN SERVICES FOR
RECHARGE MASTER PLAN UPDATES,
PROJECTS RW15003, RW15003.06 & RW15004

THIS CONTRACT AMENDMENT FOUR 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 referred to interchangeably as “IEUA” and “Agency”) and Carollo Engineers, Inc. with offices located in Los Angeles, California (hereinafter referred to as “Consultant”) for Engineering Design Services required in support of Project No. RW15003.00, Child Project RW15003.06, and Project No. RW15004.00, revising the Contract as herein amended:

SECTION THREE, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: Consultant shall furnish professional consulting services as stipulated within Consultant’s proposal dated April 14, 2021, referenced herein, attached hereto, and made a part hereof as **Exhibit 4**.

SECTION FIVE, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:
As compensation for the additional work performed under this Contract Amendment Four, Agency shall pay Consultant a **NOT-TO EXCEED maximum of \$2,158,230.00, which includes an increase of \$397,977.00 as per Exhibit 4.**

SECTION SEVEN, GRANT FUNDED PROJECTS, REMAINS IN FULL FORCE AND EFFECT.

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)**

CAROLLO ENGINEERS, INC.:

Shivaji Deshmukh (Date)
General Manager

Eric M Mills, P.E. (Date)
Senior Vice President

Miko Aivazian, P.E. (Date)
Vice President

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Exhibit 4

April 14, 2021

Mr. Joel Ignacio, PE, Senior Engineer
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Subject: Wineville Basin, Jurupa Force Main Improvements Project
Proposal to Provide Engineering Services During Construction (ESDC)

Dear Mr. Ignacio:

The Inland Empire Utilities Agency (IEUA) will be sending out for construction bids the Wineville Basin and Jurupa Force Main Improvements Project. At your request, Carollo Engineers, Inc. (Carollo) is submitting this proposal to provide Engineering Services During Construction (ESDC) for the subject project. This project is part of the Recharge Master Plan Update (RMPU) Projects and has been designed by Carollo. Based on the construction bid documents, we understand that the construction is scheduled to begin in May of 2021 and complete in November of 2022. The completion shall be within 425 calendar days from the date from when the Notice-To-Proceed is given to the Contractor. These dates are important in that they were used to estimate the duration of some of the tasks below and that we are submitting our proposal to cover the duration of the construction. It is important to recognize that the estimate below is based on the estimated level of effort. Several of the tasks depend on the duration of the contract and the efficacy of the selected contractor. While Carollo has no influence over those elements, we have made estimates based either on your email request or on our past experience. Should the level of effort be less than estimated, the result would be a surplus budget at the conclusion of the project. The following is a summary of the proposed Scope of Work, assumptions, and Fee Estimated based on this level of effort:

TASK 1 – PRE-CONSTRUCTION MEETING

A. Attend Pre-Construction Meeting

The purpose of this meeting is to review, with the contractor, IEUA's expectations of their work, IEUA's procedures for submittals, Request for Information (RFIs), Request for Deviations (RFDs), as well as timely submission of work. This meeting will also give the Contractor the opportunity to present their schedule for completing the work within the timeframe of the construction contract.

TASK 2 – REVIEW SHOP DRAWINGS

A. Submittal Reviews

Carollo will review each shop drawing and working drawings of manufacturers and contractors for substantial conformity with the contract documents. We will coordinate the submittal reviews closely with IEUA throughout the construction to ensure the conformance with bid documents. For estimating purposes, we have included a total of one-hundred (100) submittals and resubmittals for this project. Carollo will also prepare a tracking log for the contractor submittals. If IEUA decides to review and respond to a portion of the submittals, Carollo will not track the contractor submittals nor review IEUA's. If requested by IEUA, Carollo will review IEUA's response, but it will be counted toward the total budget of submittals.

TASK 3 – REVIEW/RESPOND TO REQUESTS FOR INFORMATION (RFIs)

A. RFI Responses

We will review RFIs for completeness and for contract conformance. RFIs that do not satisfy the specifications will be returned to the Contractor with a copy to IEUA.

Carollo's Project Manager, Miko Aivazian will check the response from our engineering support staff and with the design engineer to make certain that the answer to the RFI is complete and that it does not result in a change to the contract. If it appears that a change is required, it will be discussed with IEUA to determine the most appropriate course of action.

We will perform these reviews in a timely fashion and in an effort to facilitate the completion of the overall schedule. For estimating purposes, we have assumed a total of forty (40) RFI's to be responded for this project. Carollo will also prepare a tracking log for the RFIs submitted by the contractor. If IEUA decides to review and respond to a portion of RFI's, Carollo will not track the contractor submittals nor review IEUA's response. If requested by IEUA, Carollo will review IEUA's response, but it will be counted toward the total budget of RFIs.

TASK 4 – REQUESTS FOR DEVIATION (RFDs)

A. RFDs Reviews and Responses

Carollo will attend meetings and negotiations with the contractor involving change orders. We will provide cost estimating expertise to help evaluate change order costs. For estimating purposes, we have included a total of five (5) RFDs to be responded for this project. Our scope of work does not include any time for owner initiated changes. If IEUA decides to review and respond to a portion of the RFDs; Carollo will not track the contractor submittals nor review IEUA's response. If requested by IEUA, Carollo will review IEUA's response, but it will be counted toward the total budget of RFDs.

TASK 5 – AS-BUILT PLANS

A. Prepare As-Built Plans

At the completion of construction, Carollo will prepare a set of as-built plans. The as-built plans will include changes made to the original plans and specifications during construction including RFI changes. IEUA will provide a set of contractor's marked up plans to Carollo to be included in the As-Built plans. Our proposal assumes the as-built plans will be prepared immediately (within two to three months) after the completion of construction and after the receipt of the Contractor's and Construction Manager's marked-up plan sets. Carollo must receive the as-builts within 2-months of the final acceptance.

TASK 6 – MEETINGS AND SITE VISITS

A. Attend Meetings

Carollo will attend the following meeting during the construction phase of the project:

- One Kickoff Meeting (4 hours per site including site visits)
- Weekly conference call meetings (assume 70 calls, one hour each)
- Site visits (assume 6 total)

Carollo's scope of work does not include preparation of meeting agendas and meeting minutes.

TASK 7 – PROJECT MANAGEMENT AND QUALITY CONTROL

A. Project Management

This task addresses the management responsibilities associated with proper scheduling, budget control, invoice preparation and coordination with IEUA. Carollo's project manager will review the status of budget, schedule and relevant project issues together on a bi-weekly basis. Our project manager will provide project status updates via email to IEUA's designated project manager on a bi-weekly basis. These bi-weekly status updates will be used to confirm work progress, identify critical information needs, and where appropriate alert IEUA to any potential issues which may impact the project scope, schedule or budget. These bi-weekly project status updates will be supplemented with monthly project status reports that will be prepared and distributed along with Carollo's invoices.

B. Technical Review and Quality Control

Carollo will provide quality control (QC) reviews through the course of the project consistent with IEUA's policies. Our QC and quality management procedures establish and maintain a structure for providing reviews of all work products and adherence to industry design standards.

All work product deliverables, including detailed checking of work by in-house staff will be reviewed prior to submittal to IEUA.

Table 1 – Fee Estimate, on the following page, shows our estimated fee for the services described above. The requested fee for the above listed scope of work, amount is \$397,977.

Carollo appreciates the opportunity to work with IEUA on this important project. Should you have any questions, please contact Miko Aivazian at (626) 379-2370.

Sincerely,



Miko Aivazian, PE
Senior Project Manager
Vice President



Eric Mills, PE
Senior Vice President
Client Services Director

cc: Matt Huckaby, PE

Table 1 - Fee Estimate

Hourly Billing Rate		\$273	\$230	\$188	\$142	\$108						
Task No.	TASK DESCRIPTION	Project Manager	Professional	Assistant Professional	Technician	Clerical	TOTAL HOURS	LABOR COST	Project Equipment and Communication Expense [PECE] (\$13.00 per labor hour)	OTHER DIRECT COSTS	Markup on ODCs and Subconsultants	TOTAL PROJECT FEE
1.0	Pre-Construction Meeting	4	4	0	0	2	10	\$ 2,228	\$ 130	\$ 200	\$ 20	\$ 2,578
A	Attend a Pre-Construction Meeting	4	4			2	10	\$ 2,228	\$ 130	\$ 200	\$ 20	\$ 2,578
2.0	Review Shop Drawings	80	300	400	80	16	876	\$ 179,128	\$ 11,388	\$ 1,500	\$ 150	\$ 192,166
A	Review Submittals (assume 100 submittals and resubmittals)	80	300	400	80	16	876	\$ 179,128	\$ 11,388	\$ 1,500	\$ 150	\$ 192,166
3.0	Review and Respond to RFIs	40	80	120	40	16	296	\$ 59,288	\$ 3,848	\$ 600	\$ 60	\$ 63,796
A	Review and Respond to RFIs (assume 40 RFIs)	40	80	120	40	16	296	\$ 59,288	\$ 3,848	\$ 600	\$ 60	\$ 63,796
4.0	Request for Deviations (RFDs)	24	16	0	0	2	42	\$ 10,448	\$ 546	\$ 400	\$ 40	\$ 11,434
A	Review and Respond to RFDs (assume 5 RFDs)	24	16			2	42	\$ 10,448	\$ 546	\$ 400	\$ 40	\$ 11,434
5.0	As-Built Plans	16	40	0	120	4	180	\$ 31,040	\$ 2,340	\$ 1,500	\$ 150	\$ 35,030
A	Prepare As-Built Plans	16	40		120	4	180	\$ 31,040	\$ 2,340	\$ 1,500	\$ 150	\$ 35,030
6.0	Meetings and Site Visits	80	100	24	0	1	205	\$ 49,460	\$ 2,665	\$ 1,500	\$ 150	\$ 53,775
A	Meetings and Site Visits	80	100	24		1	205	\$ 49,460	\$ 2,665	\$ 1,500	\$ 150	\$ 53,775
7.0	Project Management and QA/QC	64	56	16	0	20	156	\$ 35,520	\$ 2,028	\$ 1,500	\$ 150	\$ 39,198
A	Project Management	40	40	16		16	112	\$ 24,856	\$ 1,456	\$ 1,000	\$ 100	\$ 27,412
B	Technical Review and QA/QC	24	16			4	44	\$ 10,664	\$ 572	\$ 500	\$ 50	\$ 11,786
TOTAL		308	596	560	240	61	1,765	\$ 367,112	\$ 22,945	\$ 7,200	\$ 720	\$ 397,977

Attachment 4

CONTRACT

THIS CONTRACT, made and entered into this _____ day of June, 2021, by and between MNR Construction Inc., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A.** CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR RECHARGE MASTER PLAN UPDATE (RMPU) BASIN IMPROVEMENTS PROJECT JURUPA BASIN, WINEVILLE BASIN, FORCE MAIN, Project No. RW15003.06., 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

\$15,480,880 dollars (Fifteen million four hundred eighty thousand eight hundred eighty dollars and zero Cents).

- D.** IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E.** The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F.** The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA four hundred twenty-five (425) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G.** Time is of the essence on this Contract.
- H.** CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I.** In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J.** That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K.** That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

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

Inland Empire Utilities Agency*,
San Bernardino County, California

CONTRACTOR

By _____
Shivaji Deshmukh, P.E.
General Manager

By _____
Robert Vasilj
President

* A Municipal Water District

ACTION
ITEM
2B

Date: June 16, 2021

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

Finance & Administration

06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-4 Process Improvements Change Order

Executive Summary:

A Preliminary Design Report (PDR) was prepared in 2018 to address various deficiencies throughout Regional Plant No.4 (RP-4). The engineer's estimate exceeded the project budget; therefore, various scope items were removed, including the aeration blowers replacement. The remaining scope was funded through two projects: RP-4 Process Improvements and RP-4 Primary Clarifier Rehabilitation. On February 17, 2020, Inland Empire Utilities Agency (IEUA) awarded a construction contract to W.M. Lyles Co. (WML) for both projects. WML's bid was lower than the engineer's estimate, resulting in a surplus of the combined total project budget. Prior to bid opening, a new project, RP-4 Process Improvements Phase II, was funded to address the omitted PDR scope. The existing aeration blowers have multiple deficiencies, including: different manufactures and sizes, a 33 years old blower, limited redundancy, inefficient technology, and a history of failures during summer months. The surplus of the combined total project budget allowed Staff to evaluate alternative project delivery methods to replace the aeration blowers: change order through WML or expediting a new project. A change order would save IEUA \$1.3 million and eight months of the project schedule. Staff requests approval of this construction change order with WML, in the amount of \$2,627,436, increasing the contract from \$10,553,000 to \$13,180,436 (approximately 24.9% increase).

Staff's Recommendation:

1. Approve a construction change order for the RP-4 Process Improvements, Project No. EN17110, to W.M. Lyles Co., for the not-to-exceed amount of \$2,627,436, increasing the contract from \$10,553,000 to \$13,180,436 (approximately 24.9% increase);
2. Approve a budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-4 Process Improvements, Project EN17110, in amount of \$2,500,000; and
3. Authorize the General Manager to execute the change order and budget transfer, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 2,500,000

Account/Project Name:

EN17110/RP-4 Process Improvements

EN17043/RP-4 Primary Clarification Rehabilitation

Fiscal Impact (explain if not budgeted):

If approved, the total project budget transfer and a FY 20/21 and 21/22 budget transfer for the RP-4 Process Improvements, Project No. EN17110, will be \$2,500,000 in the Wastewater (10900) Capital Fund.

Prior Board Action:

On February 17, 2020, the Board of Directors awarded a Construction Contract to W.M. Lyles for the RP-4 Process Improvements Project for \$10,553,000.

On November 16, 2016, the Board of Directors awarded a contract to Carollo Engineers for the project management and design services on the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Improvements, Project No. EN17110, for a not-to-exceed amount of \$1,288,858.

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 RP-4 Process Improvements Project is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:


Attachment 1 - PowerPoint

Attachment 2 - Change Order (Click to Download)

Attachment 3 - Opinion Memo from Jean Cihigoyenette, APC of JC Law Firm (Click to Download)

Attachment 4 - Contractor Proposal (Click to Download)

Attachment 1



RP-4 Process Improvements Construction Change Order Project EN17110

James Spears, P.E.
Senior Engineer
June 2021

Project Location: Regional Plant 4



Aeration Blower Building

The Project

- RP-4 Process Improvements and Primary Clarifier Rehabilitation
 - Construction Contract Award in February 2020 to WM Lyles Co.
- Rehabilitation and improvements throughout RP-4
 - Headworks, Primary Treatment, Secondary Treatment, and Tertiary Treatment
- Completion in November 2021



RP-4 Headworks Bypass in Progress



New RP-4 Secondary Clarifier Channel Covers

The Problem

- RP-4 aeration blower system deficiencies:
 - Different manufacturers and sizes
 - 33 years old blower
 - Limited redundancy
 - Inefficient technology
 - History of failures during summer
- Captured in 2018 Pre-Design Report
 - Removed from scope due to budget concerns
- Delayed to future project, RP-4 Process Improvements, Phase II (EN20057)



Existing Turblex Blower



Existing Kawasaki Blower

The Opportunity

Expedite Replacement with High-Speed Turbo Blowers

HOW

- Utilize 2018 **Pre-selected** equipment, Neuros
- RP-4, RP-5, and CCWRF standardization
- Increased reliability, redundancy, and efficiency
- Reduced energy consumption and noise levels

FUNDING

- W.M. Lyles bid lower than anticipated
- Use unencumbered funds in total project budget



Neuros High-Speed Turbo Blowers

Project Delivery Evaluation

	Change Order	New Project
Approach	RP-4 Process Improvements WM Lyles Co.	Expedite Blower Replacement Design-Build
Cost	\$2,627,436 <i>(Proposal)</i>	\$3,920,437 <i>(Engineer's Estimate)</i>
Construction Completion	February 2022 <i>(1 summer season)</i>	October 2022 <i>(2 summer seasons)</i>

Project Budget

Description	Estimated Cost EN17110	Estimated Cost EN17043
Design Services	\$1,450,793	\$543,012
Design Consultant Contract	\$1,276,793	\$443,012
IEUA Design Services (actuals)	\$174,000	\$100,000
Construction Services	\$1,223,721	\$394,395
Engineering Services During Construction	\$823,721	\$194,395
IEUA Construction Services	\$400,000	\$200,000
Construction	\$10,369,236	\$3,866,500
Construction Contract (EN17110 & EN17043)	\$7,038,000	\$3,515,000
Contingency (~10%)	\$703,800	\$351,500
Change Order (this action)	\$2,627,436	\$0
Total Project Cost (EN17110/17043, In Construction):	\$13,043,750	\$4,803,907
Total Project Cost (EN17110.01, Completed):	\$4,857,578	\$0
Total Project Cost (EN17110.03, In Construction):	\$5,552,448	\$0
Total Project Costs (All):	\$23,453,776	\$4,803,907
Total Project Budget:	\$20,962,396	\$7,681,542
Remaining Project Budget:*	-\$2,491,380	\$2,877,635

Project Milestone	Date
Construction	
Construction Contract Award	February 2020
Original Completion	November 2021
New Construction Completion	February 2022

*Request to transfer \$2,500,000 from EN17043 to EN17110

Recommendation

- Approve a construction change order for the RP-4 Process Improvements, Project No. EN17110, to W.M. Lyles Co., for the not-to-exceed amount of \$2,627,436, increasing the contract from \$10,553,000 to \$13,180,436 (approximately 24.9% increase);
- Approve a budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-4 Process Improvements, Project EN17110, in amount of \$2,500,000; and
- Authorize the General Manager to execute the change order and budget transfer, subject to non-substantive changes.

The RP-4 Process Improvements is consistent with **IEUA's Business Goal of Wastewater Management and Water Reliability**, that IEUA is committed to providing a reliable and cost-effective water supply, promoting sustainable water use throughout the region, and is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

ACTION
ITEM
2C



Date: June 16, 2021

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/16/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Inland Empire Brine Line Capacity Contribution

Executive Summary:

On April 11, 2019, the Santa Ana Watershed Project Authority (SAWPA) and its member agencies entered into a Lease Capacity Pool Agreement (Agreement) for the Inland Empire Brine Line (Brine Line). The Agreement allows Inland Empire Utilities Agency (IEUA) to contribute available Brine Line capacity to a "capacity pool" for lease by new or existing customers based on feedback that acquisition of capacity is a significant financial challenge for some businesses. IEUA originally committed 0.05 MGD of Pipeline and 0.05 MGD Treatment and Disposal capacity to the capacity pool. The pool currently has 2.213 MGD Pipeline and 0.466 MGD Treatment and Disposal capacity available for lease. Currently, IEUA charges Brine Line capacity at a cost of \$215,000 per capacity unit for 15 gpm instantaneous flow.

In an effort to support the Brine Line program, IEUA has reviewed our capacity reserves and identified that there is sufficient capacity to contribute an additional 0.3 MGD Pipeline and 0.3 MGD Treatment and Disposal Capacity to the capacity pool. By contributing to the capacity pool, IEUA may potentially save fixed pipeline and treatment costs should customers lease capacity. The Agreement requires a Board Resolution be submitted to SAWPA to contribute to the capacity pool. Resolution No. 2021-6-9 the SAWPA requirement for capacity contribution.

Staff's Recommendation:

Adopt Resolution No. 2021-6-9, committing an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity to the Inland Empire Brine Line Lease Capacity Pool.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved and capacity is leased to customers, the lease revenue for the 0.35 MGD of Pipeline and Treatment and Disposal Capacity may increase the Non-Reclaimable Fund up to \$100,630.49 per fiscal year and may save an additional \$88,053 in avoided fixed pipeline and treatment costs per fiscal year based on SAWPA's projected FY2021/22 rates.

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

Prior Board Action:

On March 20, 2019, the Board of Directors approved the Inland Empire Brine Line Lease Capacity Pool Agreement with SAWPA.

On September 18, 2019, the Board of Directors approved the contribution of Brine Line capacity for a 12-month duration for the Chino Basin Desalter Authority.

Environmental Determination:

Not Applicable

Business Goal:

The agreement supports IEUA's business goal of Fiscal Responsibility and Business Practices by maintaining service rates and fees that support cost of service for IEUA programs and provides regional benefit in an equitable manner within the IEUA service area.

Attachments:

Attachment 1 - Resolution No. 2021-6-9



Inland Empire Brine Line Capacity Contribution

Ken Tam, P.E.

Deputy Manager of Strategic Planning & Resources

June 2021

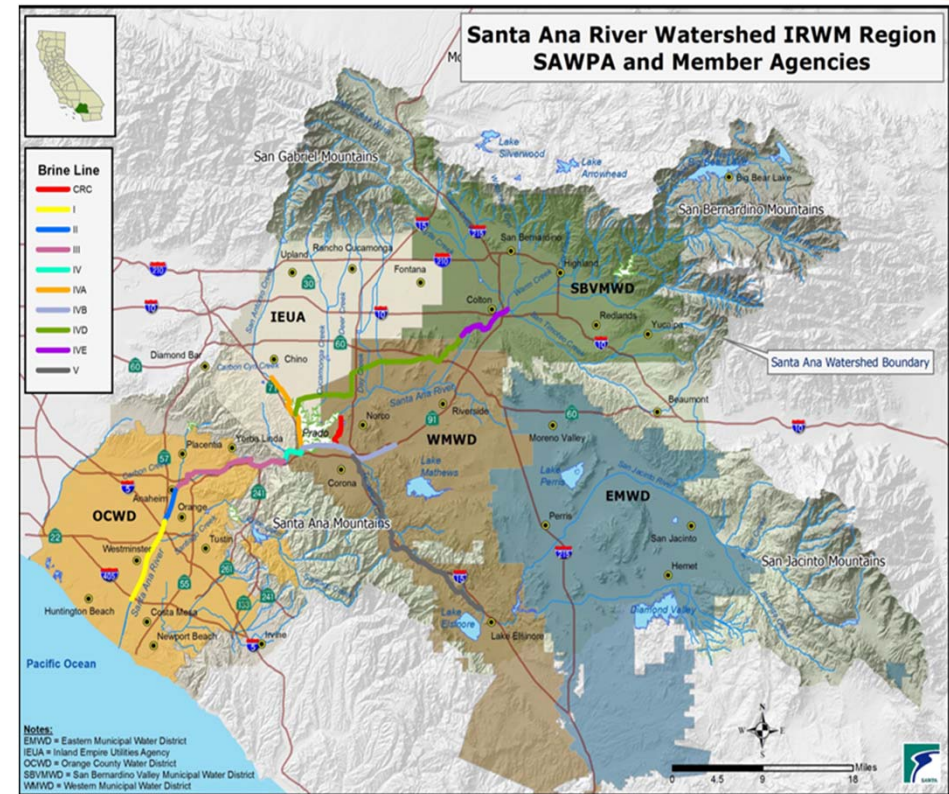
Brine Line Capacity

- SAWPA Brine Line Member Agencies
 - Inland Empire Utilities Agency (IEUA)
 - Eastern Municipal Water District (EMWD)
 - San Bernardino Valley Municipal Water District (SBVMWD)
 - Western Municipal Water District (WMWD)

- Brine Line Dischargers
 - Industrial wastewater discharge permit & Brine Line capacity

- Brine Line Capacity
 - 17 MGD owned by Brine Line Member Agencies
 - Two components: Pipeline and Treatment & disposal capacity

- IEUA Brine Line Capacity - \$215,000 per 15 GPM
 - 2.453 MGD Pipeline capacity available
 - 0.569 MGD of Treatment & Disposal capacity available



Brine Line Lease Capacity Pool

- SAWPA and Brine Line Member Agencies developed Capacity Pool program - 2019
 - Customer demand
 - IEUA & WMWD contributed combined 0.1 MGD
- Lease Capacity Pool
 - Lease agreements between SAWPA and customer
 - Lease revenues distributed proportionally by contribution
- Lease Pool Contribution Benefits
 - Excess capacity available
 - Capacity reserved for future customers
 - Lease revenues offset SAWPA fixed capacity costs



Staff Recommendation



1. Adopt Resolution No. 2021-6-9, committing an additional 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity to the Inland Empire Brine Line Lease Capacity Pool.

The Inland Empire Brine Line Lease Capacity Pool Agreement is consistent with the Agency's Business Goal of Fiscal Responsibility and Business Practices.

RESOLUTION NO. 2021-6-9

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, CONTRIBUTING
ADDITIONAL CAPACITY TO THE INLAND EMPIRE
BRINE LINE LEASE CAPACITY POOL**

WHEREAS, the Inland Empire Utilities Agency* is a member agency of the Santa Ana Watershed Project Authority (SAWPA); and

WHEREAS, on April 11, 2019, the Inland Empire Utilities Agency entered into an agreement with SAWPA for the creation of a lease capacity pool for the Inland Empire Brine Line (Lease Capacity Pool Agreement); and

WHEREAS, the Inland Empire Utilities Agency initially committed 0.05 MGD of Pipeline and 0.05 MGD of Treatment and Disposal Capacity at 104.25 pounds of BOD and TSS per day, respectively to the Inland Empire Brine Line Lease Capacity Pool; and

WHEREAS, the lease capacity pool currently has 2.213 MGD of Pipeline and 0.466 MGD of Treatment and Disposal Capacity available for lease; and

WHEREAS, the Lease Capacity Pool Agreement allows a member agency to offer a contribution of additional capacity to the pool by delivering to SAWPA a Board Resolution; and

WHEREAS, the Inland Empire Utilities Agency desires to offer a contribution of additional capacity in the Inland Empire Brine Line Lease Capacity Pool to potentially offset fixed capacity costs; and

WHEREAS, the Lease Capacity Pool Agreement requires the offeror to contribute additional capacity to specify the flow rate and water quality in pounds of BOD and TSS per day being added to the pool.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that:

1. The Inland Empire Utilities Agency General Manager and staff are hereby authorized to enter into an agreement with SAWPA to contribute 0.3 MGD of Pipeline and 0.3 MGD of Treatment and Disposal Capacity at 625.5 pounds of BOD and TSS per day, respectively to the Inland Empire Brine Line Lease Capacity Pool.
2. Capacity contributed to the lease capacity pool shall come from the IEUA's Non-Reclaimable or Regional Fund capacity reserves.

ADOPTED this 16th day of June 2021

Jasmin A. Hall
President of the Inland Empire Utilities Agency*
and of the Board of Directors thereof

ATTEST:

Steven J. Elie
Secretary/Treasurer of the Inland Empire
Utilities Agency* and the Board of Directors thereof

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2021-6-9, was adopted at an
adjourned regular Board Meeting on June 16, 2021, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer of the Inland Empire Utilities
Agency* and the Board of Directors thereof

(SEAL)

**A Municipal Water District*

ACTION
ITEM
2D



Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/16/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Inland Empire Brine Line Capacity Utilization Program Agreement

Executive Summary:

The Santa Ana Watershed Project Authority (SAWPA) operates and maintains the Inland Empire Brine Line (Brine Line) that serves its member agencies which include Inland Empire Utilities Agency (IEUA), Eastern Municipal Water District (EMWD), San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District (WMWD). SAWPA has purchased 17 MGD of pipeline and treatment and disposal capacity rights from Orange County Sanitation District (OCSD) and in turn has sold these capacity rights to the member agencies. OCSD has informed SAWPA that capacity is unavailable for purchase until the 17 MGD is fully utilized.

On April 6, 2021, the SAWPA Project Agreement (PA) 24 Committee unanimously approved the creation of the Capacity Utilization Program. The program makes use of any currently unused capacity rights available to new and existing customers through the Lease Capacity Pool. Existing customers will not lose their capacity rights and can continue to discharge up to their purchased capacity rights. SAWPA will make an initial contribution of 0.5 MGD of unused capacity to the Lease Pool and the lease revenues collected would be held in a reserve fund to only be used to fund future purchase of additional capacity from OCSD.

Staff's Recommendation:

1. Approve the Inland Empire Brine Line Capacity Utilization Program Agreement between IEUA, EMWD, SBVMWD, WMWD, and SAWPA; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

There is no fiscal impact.

Prior Board Action:

On March 20, 2019, the Board of Directors approved the Inland Empire Brine Line Lease Capacity Pool Agreement with SAWPA. On September 18, 2019, the Board of Directors approved the contribution of Brine Line capacity for a 12-month duration for the Chino Basin Desalter Authority. On June 16, 2021, the Board of Directors will also consider the contribution of 0.35 MGD of capacity to the Lease Pool.

Environmental Determination:

Not Applicable

Business Goal:

The agreement supports IEUA's business goal of Fiscal Responsibility and Business Practices by maintaining service rates and fees that support cost of service for IEUA programs and provides regional benefit in an equitable manner within the IEUA service area.

Attachments:

- Attachment 1 - Inland Empire Brine Line Capacity Utilization Program Agreement Background
- Attachment 2 - Powerpoint
- Attachment 3 - Inland Empire Brine Line Capacity Utilization Program Agreement

Background

Subject: Inland Empire Brine Capacity Utilization Program Agreement

The Santa Ana Watershed Project Authority (SAWPA) operates and maintains the Inland Empire Brine Line (Brine Line) that serves its member agencies which include Inland Empire Utilities Agency (IEUA), Eastern Municipal Water District (EMWD), San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District (WMWD). SAWPA has purchased 17 MGD of pipeline and treatment and disposal capacity rights from Orange County Sanitation District (OCSD) and in turn has sold these capacity rights to the member agencies. Currently, the capacity being discharged into the Brine Line is approximately 11 MGD, leaving approximately 6 MGD unused.

On April 11, 2019, SAWPA and the member agencies entered into a Lease Capacity Pool (Lease Pool) Agreement for the Brine Line. The Lease Pool allows customers to lease Brine Line pipeline and treatment and disposal capacity without the financial burden of acquiring capacity rights outright. IEUA currently charges capacity rights at a cost of \$215,000 per capacity unit for 15 gallons per minute of instantaneous flow. IEUA currently has 2.153 MGD Pipeline and 0.269 MGD of Treatment and Disposal Capacity available in the Brine Line, provided that the Board approves the 0.3 MGD contribution to the lease pool capacity per Resolution 2021-6-17.

As SAWPA does not own excess capacity, OCSD has informed SAWPA that additional treatment and disposal capacity is unavailable for purchase until the 17 MGD of capacity is fully utilized. There are currently customers in the SAWPA service area that are in need of capacity, such as EMWD's Desalter that is seeking to acquire 0.5 MGD capacity.

In response to the demand, SAWPA and the member agencies have developed the Capacity Utilization Program which establishes a program to make use of any currently unused capacity rights available to member agencies, new and existing customers. On April 6, 2021, the SAWPA Project Agreement (PA) 24 Committee unanimously approved the creation of the Capacity Utilization Program.

The benefits of this program would increase the use of the Brine Line, spread the cost of operating the Brine Line over additional dischargers, and provide the leasing of the pipeline, treatment and disposal capacity rights until such time the capacity rights can be purchased by SAWPA from OCSD. Existing customers will not lose their capacity rights and can continue to discharge up to their purchased capacity rights.

The Capacity Utilization Program would make available the unused pipeline and treatment and disposal capacity through the current Lease Pool. Initially, SAWPA would make an initial contribution of 0.5 MGD of unused capacity to the Lease Pool for discharger leases. Additional capacity may be added in the future upon approval by SAWPA's PA 24 Committee. It should be noted that member agency contributions to the Lease Pool would be utilized first before any contributions of unused capacity from the Capacity Utilization Program. The discharger leases would also follow the terms and conditions of the Lease Capacity Pool Agreement and would pay

the regular Brine Line Rates based on their discharges and would be subject to all of the Pretreatment Program rules and requirements.

The lease revenues collected by SAWPA from the Capacity Utilization Program would be held in an established reserve fund called the "OCSD Future Capacity Reserve" which would only be used to fund future purchase of additional capacity from OCSD.



Inland Empire Brine Line Capacity Utilization Program Agreement

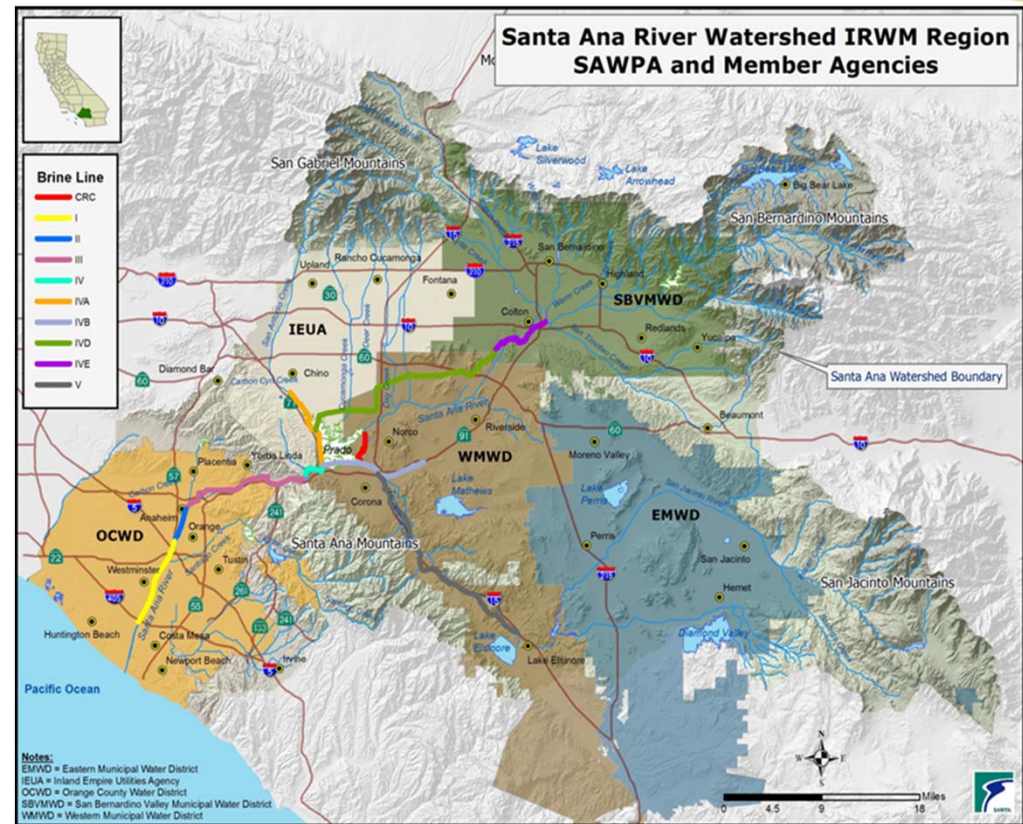
Ken Tam, P.E.

Deputy Manager of Strategic Planning & Resources

June 2021

History & Current Capacity Use

- SAWPA Brine Line Member Agencies
 - Inland Empire Utilities Agency (IEUA)
 - Eastern Municipal Water District (EMWD)
 - San Bernardino Valley Municipal Water District (SBVMWD)
 - Western Municipal Water District (WMWD)
- 17 MGD of Pipeline and Treatment Capacity
- Current Use: 11 MGD used & 6 MGD unused
- Lease Capacity Pool – approved in 2019
- OC Sanitation Districts – must fully utilize capacity



Capacity Utilization Program

- SAWPA and Brine Line Member Agencies developed program
 - Demand from customers (e.g. EMWD)
 - Utilize unused capacity until additional capacity can be purchased from OC Sanitation Districts
- Lease Capacity Pool
 - SAWPA to contribute 0.5 MGD
 - Brine Line Member Agency capacity in pool used first
 - Leases follow terms of Lease Capacity Pool
- Lease revenues held in reserve to purchase future capacity



Benefits of Capacity Utilization Program

- Increases the availability of Brine Line
- Spread the cost of operating Brine Line over more dischargers
- Existing customers will not lose capacity rights
- SAWPA PA 24 Committee approved on April 6, 2021



Staff Recommendation

1. Approve the Inland Empire Brine Line Capacity Utilization Program Agreement between IEUA, EMWD, SBVMWD, WMWD, and SAWPA; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes

The Inland Empire Brine Line Lease Capacity Pool Agreement is consistent with the Agency's Business Goal of Fiscal Responsibility and Business Practices.

AGREEMENT BETWEEN
SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)
AND
EASTERN MUNICIPAL WATER DISTRICT (EMWD)
INLAND EMPIRE UTILITIES AGENCY (IEUA)
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (SBVMWD)
WESTERN MUNICIPAL WATER DISTRICT (WMWD)
FOR THE CREATION OF THE
INLAND EMPIRE BRINE LINE CAPACITY UTILIZATION PROGRAM

This Agreement is made this ___ day of _____, 2021, by and between SAWPA and EMWD, IEUA, SBVMWD, AND WMWD (the Member Agencies). SAWPA and the Member Agencies are individually and collectively referred to as the Party and Parties, respectively.

RECITALS

- A. The Inland Empire Brine Line (Brine Line) is a wastewater pipeline conveyance system constructed for the transmission of non-reclaimable wastewater. The pipeline extends from the Orange County line into the Upper Santa Ana River Watershed. At the Orange County line, it connects to the Orange County Sanitation District's (OCSD's) Santa Ana River Interceptor (SARI), which conveys wastewater to OCSD's treatment plant in Huntington Beach. SAWPA owns and operates the Inland Empire Brine Line, and Member Agencies and other entities in the upper watershed own 30 million gallons per day (MGD) of pipeline capacity right in the SARI, as defined in various agreements.
- B. Member Agencies in the upper watershed also own a treatment and disposal capacity right of 17 MGD and there is an ability to purchase up to an additional 13 MGD for a total of 30 MGD in certain wastewater treatment and disposal facilities owned by OCSD. This treatment and disposal right, and the pipeline capacity right referred to in Recital A above, are subject to certain payment obligations and other terms and conditions as defined in the Treatment and Disposal Capacity Agreement with OCSD dated July 24, 1996 (1996 Agreement) that is administered by SAWPA and paid for by the Member Agencies in the upper watershed.
- C. Through the 1996 Agreement, SAWPA has purchased 17 MGD of treatment and disposal capacity right from OCSD and in turn sold this capacity right to Member Agencies in the upper watershed. Flow and water quality are defined components of the purchase based upon the maximum flow rate (Million Gallons per Day, MGD) and strength of Biochemical Oxygen Demand (BOD) (measured as BOD5) and Total Suspended Solids (TSS) presented as milligrams per liter (mg/l) and pounds per day (lbs/day). Amendment No. 1 to the 1996 Agreement further defines the SAWPA-owned treatment and disposal capacity right as 20,834 lbs/day BOD5 and 19,832 lbs/day TSS.

- D. The 1991 Memorandum of Understanding between SAWPA and OCSD Governing Quality Control of Wastewaters Discharged (1991 MOU) continues to define the pretreatment roles and responsibilities for SAWPA and OCSD. SAWPA's Ordinance No. 8, and any successors or amendments thereto, defines the discharge permitting requirements and process that applies to all discharges to the Brine Line.
- E. The Member Agencies utilize pipeline capacity and treatment and disposal capacity rights for individual dischargers in their respective service areas. Use of those capacity rights requires that the discharger obtain a discharge permit from the applicable Member Agency within which the Discharger operates. Individual dischargers are not allowed to transfer or assign capacity to others.
- F. In 2019, SAWPA and the Member Agencies created a long-term "Lease Capacity Pool" to make available pipeline and treatment and disposal capacity rights for the Member Agencies and individual dischargers within their respective service areas. The Member Agencies may commit pipeline and treatment and disposal capacity rights to the Lease Capacity Pool that are unused and not otherwise committed to an individual discharger. With respect to the Lease Capacity Pool, SAWPA notifies the Member Agencies when an additional contribution to the Lease Capacity Pool is needed to provide capacity rights to an individual discharger. The Member Agencies have the option, if excess capacity is available, to contribute the excess capacity to the Lease Capacity Pool. The Lease Capacity Pool is subject to terms and conditions as defined in the Lease Capacity Pool Agreement between SAWPA and the Member Agencies dated April 11, 2019, that is administered by SAWPA.
- G. As of October 2020, actual flows to the Brine Line are approximately 12 MGD, leaving 5 MGD of unused volumetric treatment capacity. Similarly, BOD5 and TSS actual discharges are approximately 5,100 and 10,500 pounds per day, respectively, leaving 15,700 and 9,300 pounds per day of unused capacity. The balance of available capacity in the Lease Capacity Pool is 0.10 MGD. An additional commitment of 0.30 MGD may be available in the future through Member Agency contributions that would increase the available balance of the Lease Capacity Pool to 0.40 MGD.
- H. SAWPA has from time to time received requests to lease capacity that exceeds the amount of capacity available in the Lease Capacity Pool. OCSD has informed SAWPA that additional treatment and disposal capacity is not available for purchase by SAWPA until the purchased 17 MGD of treatment and disposal capacity right is fully utilized. An option such as the Capacity Utilization Program set forth herein would be desirable to make unused capacity right available to the Member Agencies, and industrial and commercial businesses within their respective service areas.

- I. The purpose of this Agreement is to create an additional option to provide unused capacity for use through the Lease Capacity Pool until such time as additional treatment and disposal capacity rights can be purchased from OCSD, by and through SAWPA.
- J. Individual "Discharger Lease Agreements" between SAWPA and dischargers will set forth the specific terms and conditions for capacity leases. Discharger Lease Agreements shall be consistent with this Agreement and the Lease Capacity Pool Agreement.

COVENANTS

NOW THEREFORE, the Parties in consideration of the mutual promises contained in this Agreement do hereby covenant and agree as follows:

1. Creation of Capacity Utilization Program. The Capacity Utilization Program is hereby created to make available unused pipeline and treatment and disposal capacity rights to the Lease Capacity Pool in accordance with the terms and conditions set forth below. This Agreement will not impact the Member Agencies' ability to purchase treatment and disposal capacity, if OCSD makes it available to SAWPA, according to existing policies and procedures.
2. Initial Commitment to Capacity Utilization Program. The initial commitment of unused capacity through the Capacity Utilization Program to the Lease Capacity Pool is 0.50 MGD of pipeline capacity right and treatment and disposal capacity right at a wastewater strength of 100 mg/l BOD and 100 mg/l TSS, also expressed as 417.0 lbs/day BOD and 417.0 lbs/day TSS. Increases to the initial commitment can be made by SAWPA at any time per Section 3, below. SAWPA may withdraw capacity from the Lease Capacity Pool if the capacity is not subject to a Discharger Lease Agreement and upon approval of the PA 24 Committee. SAWPA will maintain a record of increases, withdrawals, and leased capacity from the Lease Capacity Pool, in accordance with the terms specified below.
3. Adding Capacity to the Lease Capacity Pool. The Member Agencies hereby provide SAWPA with a license to use their respective unused pipeline and treatment and disposal capacity rights so that SAWPA may add such unused capacity through the Capacity Utilization Program to the Lease Capacity Pool if there is foreseeable demand, subject to the ultimate limits of total capacity purchased from OCSD and upon approval of the PA 24 Committee.
4. Notification of Need for Additional Contributions of Capacity. SAWPA will notify the Member Agencies when an additional contribution to the Lease Capacity Pool is needed. The Member Agencies' contributions to the Lease Capacity Pool will be utilized first, then SAWPA contributions through the Capacity Utilization Program, as specified in Section 3, above, shall next be used when preparing a Discharger Lease Agreement.

5. Discharger Lease Agreement Terms. A Discharger Lease Agreement between SAWPA and the individual lessee/discharger must be approved by the PA 24 Committee to establish the terms and conditions of the Discharger Lease Agreement. In executing leases of capacity, SAWPA will adhere to the provisions of the Lease Capacity Pool Agreement, Section 3.b. Billing Terms will follow the Lease Capacity Pool Agreement, Section 4.0. Termination terms will include an early termination provision as specified in Section 7 below.
6. Use of Lease Revenues. All revenues from the lease of capacity contributed through the Capacity Utilization Program, as provided in Section 3, above, will be deposited in a restricted Brine Line reserve fund established to purchase capacity at a future time if required to purchase capacity from OCSD. Reserve target levels shall be established in accordance with the SAWPA reserve policy, and as approved by the PA 24 Committee. Monies in that Brine Line reserve fund shall only be used to purchase such additional capacity from OCSD unless otherwise approved by unanimous vote of the SAWPA Commission.
7. No Loss of Capacity Rights. All Member Agencies and individual dischargers with an existing capacity right will not lose their capacity right. If flows in the Brine Line exceed the purchased treatment and disposal capacity right, and when required to by OCSD per the 1996 Agreement, SAWPA will purchase treatment and disposal capacity from OCSD equal to or greater than the commitment to the Lease Capacity Pool through the Capacity Utilization Program, typically in increments of one (1) MGD. Notwithstanding sections 3 and 10 of the Lease Capacity Pool Agreement, in the event that SAWPA exceeds the treatment and disposal capacity right purchased from OCSD (currently 17 MGD), and OCSD refuses to sell additional treatment and disposal capacity rights to SAWPA in violation of the 1996 Agreement, and OCSD refuses to allow SAWPA to exceed the treatment and disposal capacity right purchased from OCSD then, any approved Discharger Lease Agreement utilizing treatment and disposal capacity right leased under the Capacity Utilization Program shall terminate upon notice from SAWPA. The Discharger will be required to remove its leased treatment and disposal capacity flow from the Brine Line and said capacity will revert to the applicable Member Agency.
8. Member Agency Option to Purchase Treatment and Disposal Capacity Right. Member Agencies shall have the option to purchase from SAWPA treatment and disposal capacity rights that are being leased under this Agreement if and when SAWPA is required to purchase such capacity rights from OCSD, the lessee operates in the applicable Member Agency's service area, and upon termination of the individual discharger's Discharge Lease Agreement. The purchase price shall be OCSD's sales price charged to SAWPA for such treatment and disposal capacity rights as set forth in Resolution 2019-8 and any successors thereto.
9. Compliance with Brine Line Ordinance. Individual discharger lessees under the Capacity Utilization Program shall be required to comply with SAWPA Ordinance No. 8, the applicable Member Agency Ordinance and any successors to either or both of such ordinances, including

the requirement for provision of a flow meter installed per the manufacturer's recommendations. A discharge permit is required as specified in the applicable ordinance(s), and this Agreement does not modify any permit processes or requirements. Draft Discharge Lease Agreements may be processed concurrently with permit applications, but in no case will a permit or permit amendment be issued without a Discharge Lease Agreement to provide sufficient capacity, which must be executed and in place.

10. Rights and Responsibilities of Orange County Sanitation District are Retained. The parties to this Agreement understand and agree that OCSD retains its rights and responsibilities, as defined in the 1991 MOU and 1996 Agreement. This Agreement in no way diminishes the effectiveness or reduces the scope of the 1991 MOU and 1996 Agreement.
11. Incorporation of Brine Line Pipeline and Treatment and Disposal Agreements Between SAWPA and the Member Agencies. Except as otherwise expressly provided herein, all of the terms and conditions of existing Brine Line system pipeline and treatment and disposal capacity agreements between SAWPA and the Member Agencies not conflicting with this Agreement are incorporated herein by this reference and shall remain in full force and effect.
12. Term of OCSD Capacity Agreements. This Agreement and all Discharger Lease Agreements shall automatically terminate upon expiration or other termination of the 1996 Agreement, currently April 12, 2046.
13. Amendments and Modifications. The terms of this Agreement may only be amended or modified in writing when executed by all of the signatories hereto. SAWPA and the Member Agencies shall review and amend this Agreement as necessary at least once every five years from the effective date or if requested by one of the Parties.
14. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one document.
15. Effectiveness of Agreement. Subject to Section 12, above, this Agreement will remain in effect unless terminated by SAWPA or by the unanimous consent of all of the Agencies; provided, however, that once the first Discharger Lease Agreement between SAWPA and an individual discharger is executed, this Agreement may only be terminated following the expiration of all Discharger Lease Agreements that utilize capacity contributed to the Lease Capacity Pool through the Capacity Utilization Program, as specified in Section 3, above.
16. Notice. Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, and shall be delivered in person, by E-mail, or sent by certified mail, return receipt requested, and shall be deemed received upon actual receipt or 72

hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority (SAWPA)
Attention: General Manager
11615 Sterling Ave.
Riverside, CA 92503
(951) 354-4220

To the Member Agencies:

Eastern Municipal Water District
Attention: General Manager
2270 Trumble Road
Perris, CA 92570

Inland Empire Utilities Agency
Attention: General Manager
6075 Kimball Avenue
Chino, CA 91708

San Bernardino Valley MWD
Attention: General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

Western Municipal Water District
Attention: General Manager
14205 Meridian Parkway
Riverside, CA 92518

In witness whereof, SAWPA and the Member Agencies have executed this Agreement as of the day and year first above written:

Eastern Municipal Water District

By: _____

Name: _____

Title: _____

Date: _____

Inland Empire Utilities Agency

By: _____
Name: _____
Title: _____
Date: _____

San Bernardino Valley Municipal Water District

By: _____
Name: _____
Title: _____
Date: _____

Western Municipal Water District

By: _____
Name: _____
Title: _____
Date: _____

Santa Ana Watershed Project Authority

By: _____
Name: _____
Title: _____
Date: _____

Final – 3/26/21

INFORMATION
ITEM
3A



Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

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

Subject: 2021 Sewer System Management Plan Audit Report Update

Executive Summary:

In 2006, the State Water Resources Control Board adopted Order No. 2006-0003. The Order requires entities that own or operate sanitary sewer systems of more than one mile of pipes and sewer lines, referred to as Enrollees, to develop and maintain a Sewer System Management Plan (SSMP). The goal of the plan is to reduce the number and severity of Sanitary Sewer Overflows. The Order required that the SSMP be adopted by the enrollee's governing board, updated every five years, and internally audited every two years.

The Agency's Board of Directors adopted and certified the Agency's first SSMP in 2009. In 2019, staff completed the most recent biannual internal audit and the five-year update. In March 2021, Agency staff completed the biannual internal audit to comply with the terms of the Order. The findings and recommendations resulting from the audit are attached with this Board letter and will be utilized to update future SSMP.

Agency Department and Executive Managers have been briefed on the findings in the 2021 SSMP Audit Report and the report has been certified by the Legally Responsible Official, Randy Lee, Executive Manager of Operations/AGM.

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:

Not Applicable

Fiscal Impact (explain if not budgeted):

Not Applicable

Prior Board Action:

On April 15, 2009, the Board of Directors approved the IEUA Sewer System Management Plan (SSMP).

On April 17, 2019, the Board of Directors adopted Resolution No. 2019-4-4, approving the Sewer System Management Plan (SSMP).

Environmental Determination:

Not Applicable

Business Goal:

The 2021 SSMP Audit Report Update, is consistent with the IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - 2021 SSMP Biannual Audit Report

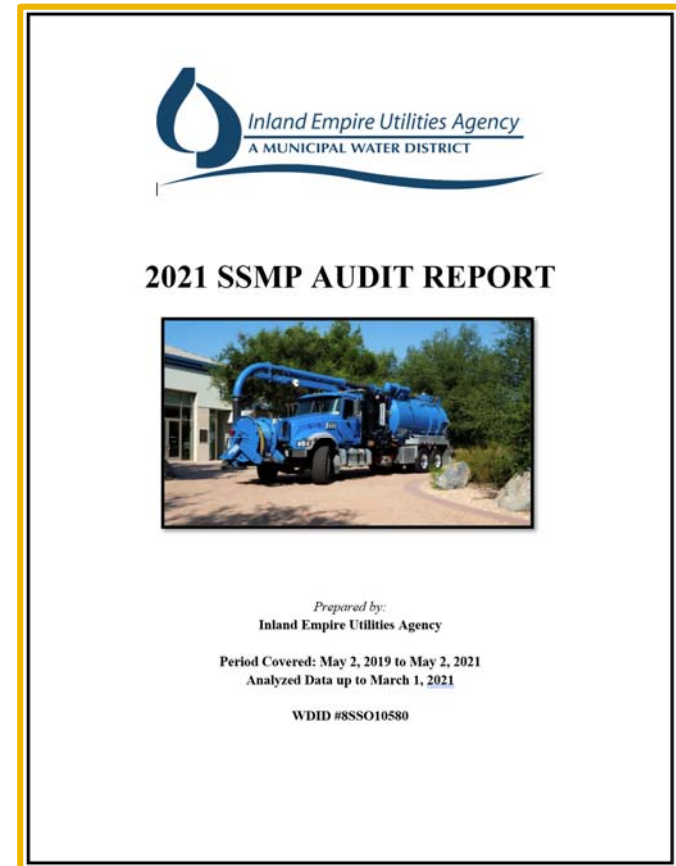


2021 Sewer System Management Plan (SSMP) Audit Report

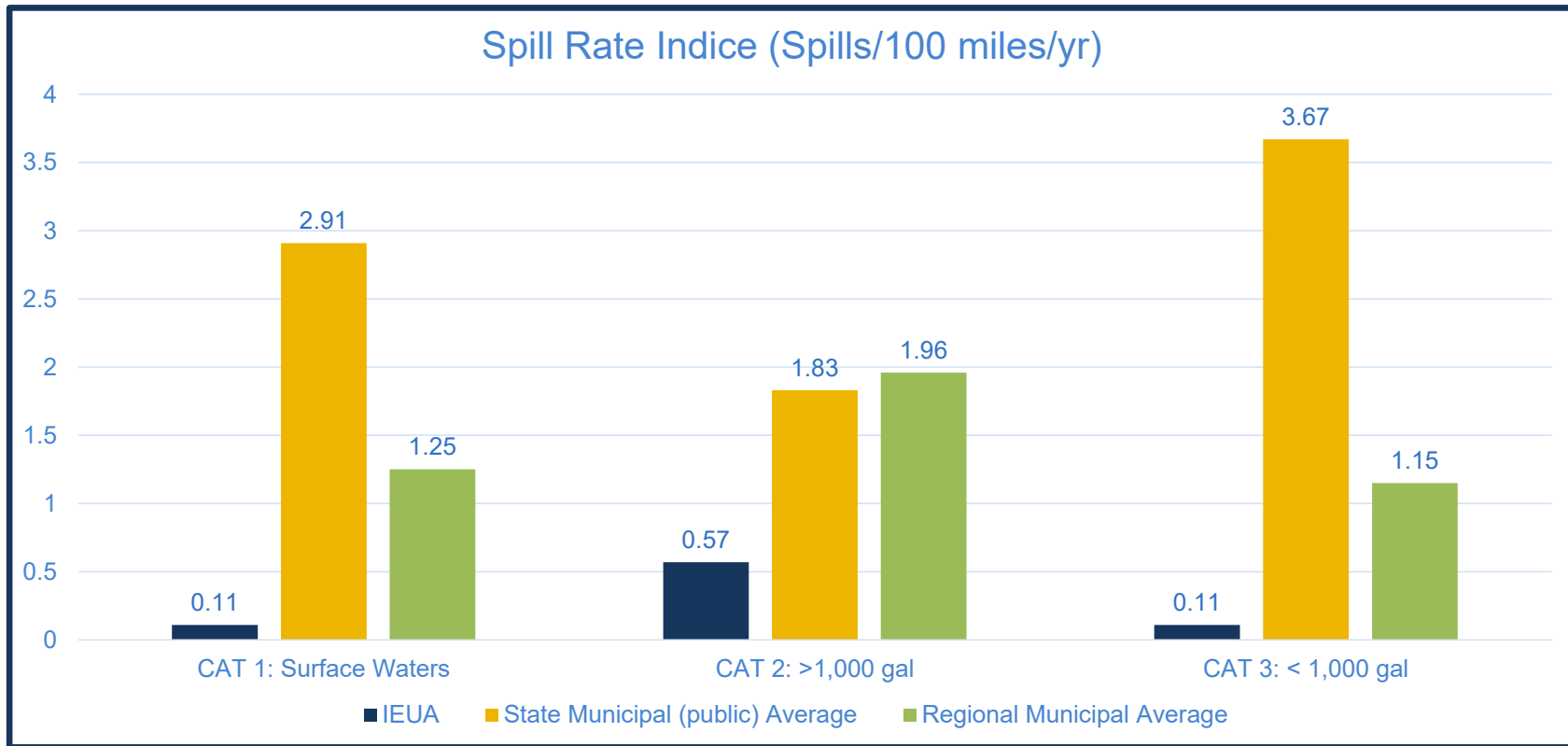
Lucia Diaz
Deputy Manager of Maintenance
June 2021

2021 SSMP Audit

- In 2006, State Water Resources Control Board adopted an Order that requires:
 - Owners of wastewater collection systems must have a SSMP in place
 - Adopted by its governing board
 - Updated every five years
 - Self-audited every two years
- Goal of the SSMP
 - Reduce sanitary sewer overflows



SSMP Effectiveness



2021 SSMP Audit Process

Internal Audit Team

Name	Position
Teresa Velarde	Manager of Internal Audit
Julio Im	Senior Associate Engineer
Kenneth Monfore	Manager of Asset Management
Lucia Diaz	Deputy Manager Maintenance
Daniel Dyer	Collection System Supervisor

The 2021 SSMP Audit:

- From May 2019 to March 2021
- All 11 elements and appendices
- Assigned sufficiency rankings
- Documents:
 - Deficiencies
 - Necessary corrective actions

2021 SSMP Audit

Scoring and Ranking System

Scoring Range	Ranking
3.60 – 4.00	A – Well Above Average
2.60 – 3.59	B – Above Average
1.60 – 2.59	C – Average
0.60 – 1.59	D – Below Average
0.00 – 0.59	F – Not in Compliance

Ranking and Scoring Results

SSMP Elements		2021	
		Ranking	Score
1	Goals	B	3
2	Organization	B	3
3	Legal Authority	A	4
4	Operations & Maintenance	B	3
5	Design & Performance	A	4
6	OERP*	B	3
7	Fat, Oil, Grease	A	4
8	SECAP**	A	4
9	MMPM***	A	4
10	SSMP Audits	A	4
11	Communication	B	3
Overall		B	3.55

*OERP: Overflow Emergency Response Plan

**SECAP: System Evaluation & Capacity Assurance Plan

***MMPM: Monitoring, Measurement, and Program Modifications

Overall Effectiveness Evaluation

IEUA's Overall Effectiveness is Improving

Overall Effectiveness Evaluation	2019		2021	
	Ranking	Score	Ranking	Score
1. Element Sufficiency Rankings	C	2.27	B	3.55
2. Meeting Agency's Goals	B	3.00	B	3.37
3. Attaining California State Goals	B	3.33	B	3.33
Overall	B	2.87	B	3.42



Areas of Improvement

- Element 7 and 11
 - Fats, Oils, Grease (FOG) Control Plan and Communication Program
 - External Affairs partnership with Sewer Collections Team
 - Social media awareness
- Element 9
 - Monitoring, Measurement, and Program Modifications
 - SmartCover units to monitor the system
 - Sewer Collections added 14 SmartCovers within the last audit period, with 10 more by the end of the fiscal year.



Questions?



The 2021 SSMP Audit Report Update, is consistent with the IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

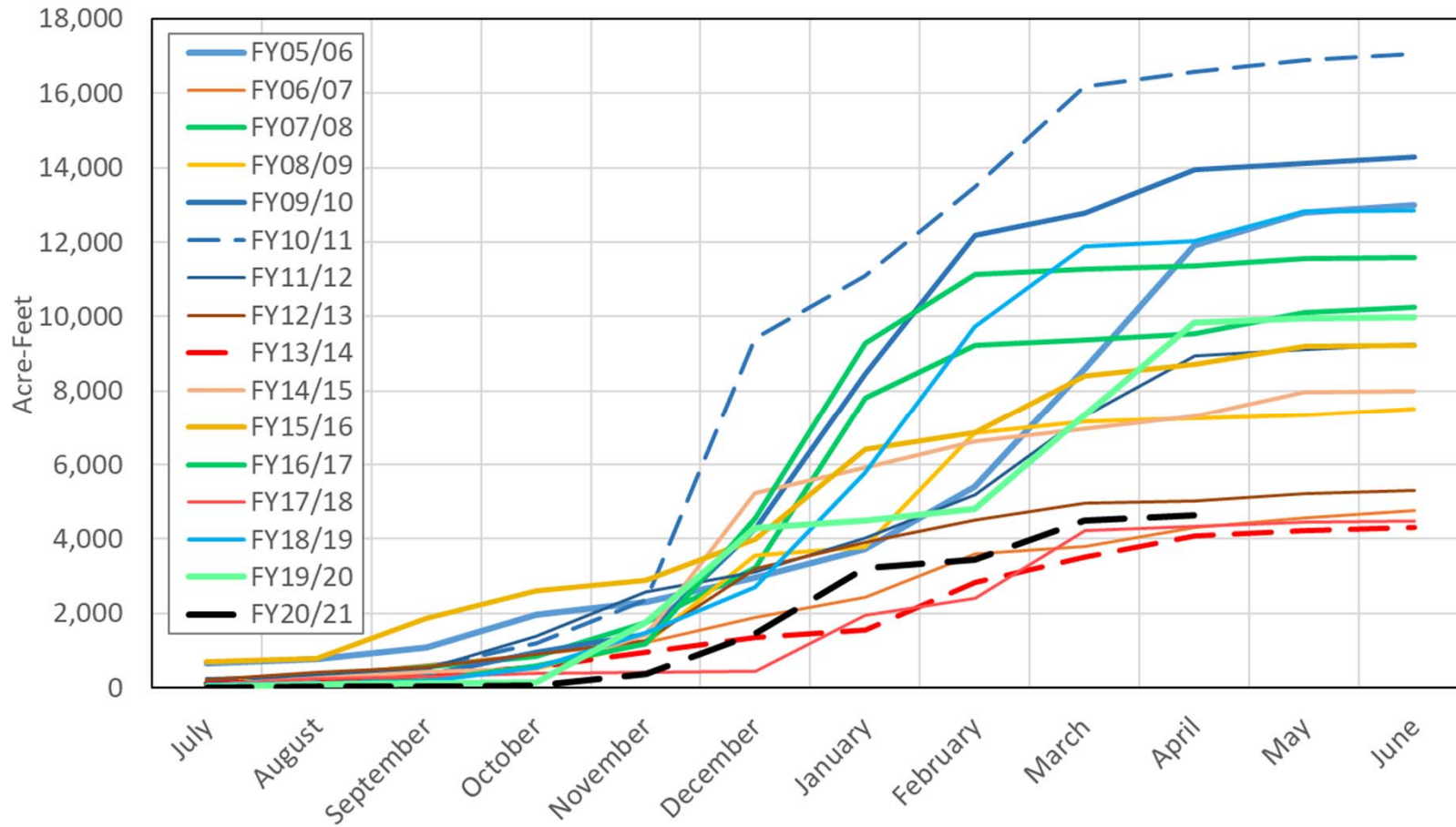
INFORMATION
ITEM
3B



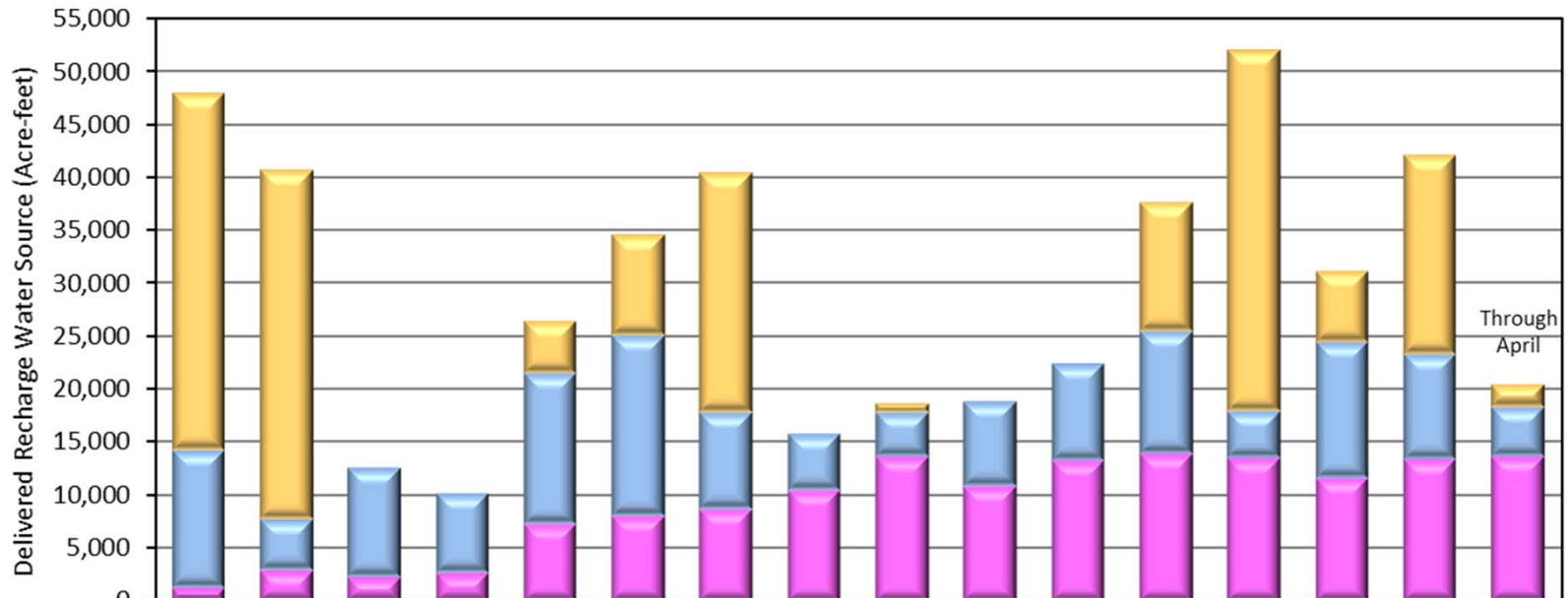
Recycled Water Groundwater Recharge Update

Andy Campbell, PG, CHG
GWR Coordinator/Hydrogeologist
June 2021

Accumulated Monthly Stormwater

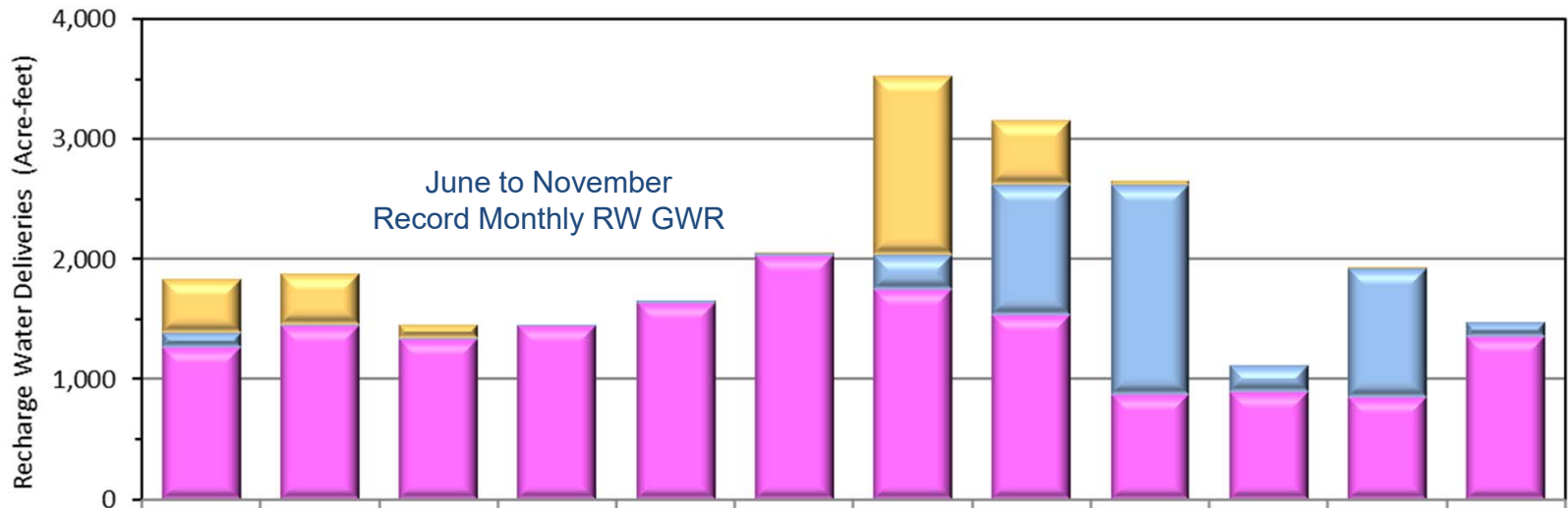


Groundwater Recharge Annual History



	FY 05/06	FY 06/07	FY 07/08	FY 08/09	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
■ MWD and Other Imported Water	33,704	32,968	-	-	5,000.	9,465.	22,560	-	795.4	-	-	12,129	34,123	6,786.	18,776	2,197.
■ Stormwater and LR (excludes Non-Repl.)	12,999	4,770.	10,243	7,494.	14,274	17,051	9,266.	5,298.	4,299.	7,996.	9,233.	11,574	4,494.	12,861	9,966.	4,631.
■ Recycled Water	1,303.	2,988.	2,340.	2,684.	7,210.	8,065.	8,634.	10,479	13,593	10,840	13,222	13,934	13,510	11,542	13,380	13,671

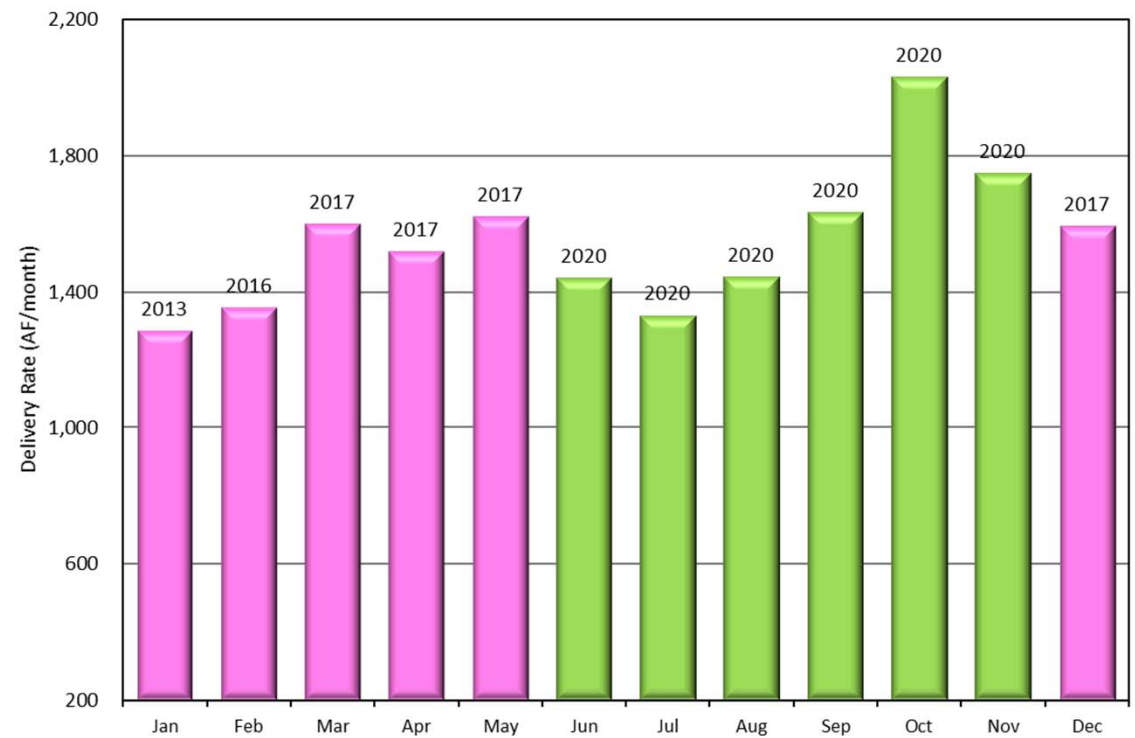
Groundwater Recharge Deliveries Past 12 Months



	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021
■ MWD and other Imported Water	453	425	110	0	0	9	1,498	545	31	0	4	0
■ Stormwater and LR (excluded Non-Replenishment)	121	17	11	18	18	24	290	1,090	1,758	227	1,073	123
■ Recycled Water	1,266	1,440	1,330	1,442	1,634	2,030	1,749	1,528	868	891	852	1,350

RW Recharge Deliveries Historical Monthly Highs

Month	RW Recharge Deliveries - Historical Monthly Highs (AF)	Year of Occurrence
January	1,284	2013
February	1,352	2016
March	1,598	2017
April	1,517	2017
May	1,620	2017
June	1,440	2020
July	1,330	2020
August	1,442	2020
September	1,634	2020
October	2,030	2020
November	1,749	2020
December	1,591	2017



San Sevaine RW Delivery

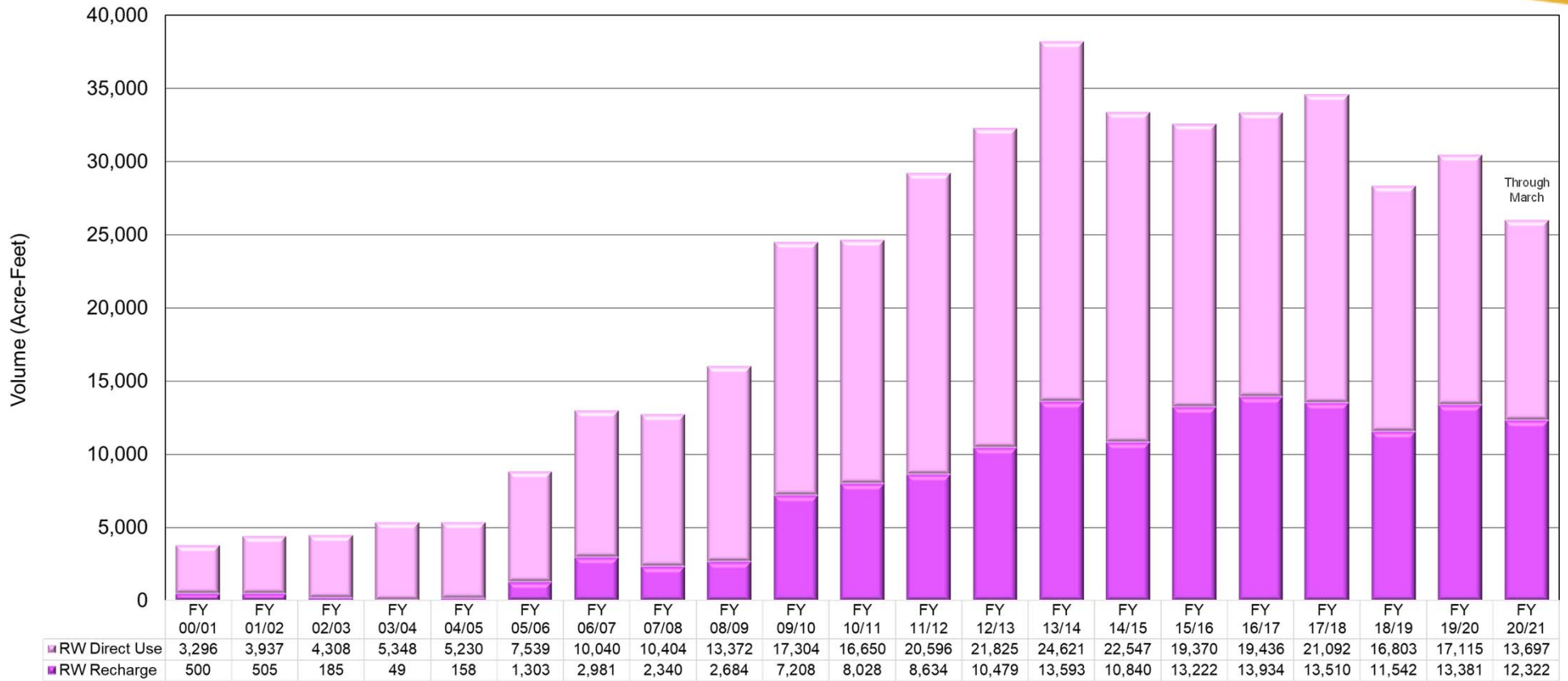
Mar 31, 2021 at 2:35:33 PM



Apr 7, 2021 at 11:41:01 AM



Recycled Water (RW) Demand History



INFORMATION
ITEM
3C

Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and 2015 Urban Water Management Plan Addendum

Executive Summary:

The California Water Code requires an urban water supplier to prepare and adopt an urban water management plan (UWMP) every five years. The UWMP is a planning tool for the development of reliable water supplies and is required to be eligible for Department of Water Resources (DWR) state grants, loans and drought assistance. The Water Shortage Contingency Plan (WSCP) is a newly required plan presenting the potential actions to respond to water shortage conditions. Together these efforts describe the long-term plan for ensuring water reliability and resiliency to meet future demands and satisfy the mandated process and content requirements.

IEUA's 2020 UWMP evaluates the potential water supply and demands, population, climate, energy intensity, reduced Delta reliance, and associated risks through year 2045. Appendix G of the 2020 UWMP and 2015 UWMP (via this addendum) meets the requirements of the Delta Plan Policy WR P1 that all agencies receiving water from the Delta track their reliance. The WSCP serves as a guide for IEUA's intended actions during water shortage conditions and meant to improve preparedness for droughts and other impacts on water supplies by describing the process used to address varying degrees of water shortages. The 2020 UWMP, WSCP and resolution were prepared per the guidelines pursuant to the March 2021 DWR Guidebook.

Staff's Recommendation:

1. Hold a Public Hearing to receive public comments prior to the adoption of Resolution No. 2021-6-10, adopting the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an Addendum to the 2015 Urban Water Management Plan;
2. After closing the Public Hearing, adopt Resolution 2021-6-10; and
3. Authorize the General Manager to file the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an Addendum to the 2015 Urban Water Management Plan with the California Department of Water Resources.

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

Account/Project Name:

WR20027: Urban Water Management Plan 2020

Fiscal Impact (explain if not budgeted):

\$130,336.00 is the total amount of the contract budgeted under WR20027: Urban Water Management Plan 2020.

Prior Board Action:

On June 15, 2016, the Board of Directors adopted the 2015 Urban Water Management Plan.

Environmental Determination:

Not Applicable

CEQA exempts a variety of projects from compliance with the statute. The 2020 Urban Water Management Plan and Water Shortage Contingency Plans qualify for a Statutory Exemption as defined in Sections 15262 and 15282(v) of the State CEQA Guidelines.

Business Goal:

The Urban Water Management Plan and Water Shortage Contingency Plan are consistent with IEUA's Business Goal of Water Reliability by promoting water use efficiency and education to enhance water supplies within the region and planning for regional supply resiliency and reliability.

Attachments:

- Attachment 1 - 2020 UWMP, 2020 WSCP, and 2015 UWMP Addendum
-[CLICK HERE TO DOWNLOAD](#)
- Attachment 2 - Presentation
- Attachment 3 - Resolution 2021-6-10



2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and 2015 Urban Water Management Plan Addendum

Joshua Aguilar, P.E.
Senior Engineer
June 2021

Background

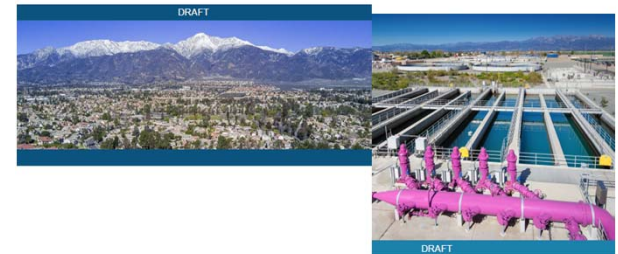
Long-term resource planning effort to meet existing and future water needs, consisting of:

1. Urban Water Management Plan (UWMP)
—Filed with the Department of Water Resources every 5 years
2. Water Shortage Contingency Plan (WSCP)
—Standalone document submitted with UWMP
3. Addendum to 2015 UWMP
—Adds Delta reliance compliance language



April 2021
KUJ 2044518700

2020 Urban Water Management Plan



KJ Kennedy Jenks

April 2021
KUJ 2044518700

2020 Water Shortage Contingency Plan

KJ Kennedy Jenks



KJ Kennedy Jenks

ADDENDUM TO THE
2015
URBAN WATER MANAGEMENT PLAN
FINAL
April 2021

UWMP Reliability Assessment

- IEUA's reliability assessment:
 - IEUA recycled water
 - Imported water from MWD
- MWD shows *“near-term supply capabilities sufficient for a drought period lasting five consecutive years”*
- IEUA can meet demands in a normal-year, single-dry year, or 5-year drought



Recycled water is a critical, regional, and climate resilient water supply

SBX7-7 Regional Alliance

- Water Conservation Act of 2009 (SBX7-7)
- In 2010, IEUA and its retail agencies formed a regional alliance
 - Established a baseline and set targets based on regional demands
- Successfully met the 2020 regional alliance target

Retail Agency	Baseline	2020 Target	2020 Actual*
Chino	237	189	169
Chino Hills	217	173	157
Cucamonga Valley Water District	290	232	206
Fontana Water Company	216	176	154
Monte Vista Water District	205	167	124
Ontario	245	196	161
Upland	275	220	210
IEUA Region	245	193	171

All values reported in gallons per capita per day (GPCD).

Water Shortage Contingency Plan

- New requirement as part of 2018 Water Conservation legislation
 - Must be included in the 2020 UWMP, but also be a standalone document
- Shortage response actions in five stages
- IEUA and retail agencies will evaluate the appropriate drought response

Drought
Stage
Determined

Taskforce
Assembles

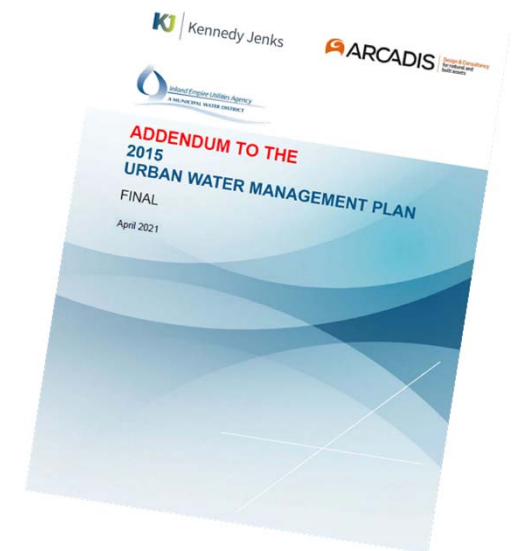
Taskforce
Decides
Regional
Action

Action Budget
and Timing
Generated

Taskforce
Obtains
Approval &
Implements

Delta Reliance

- As a MWD member agency, IEUA may receive water through the Delta
- The Delta Stewardship Council expects all recipients of water received from the Delta to individually track their impact on the Delta
- MWD shared a narrative for its member agencies to help ensure consistency for a regional response
- Information included in 2015 and 2020 UWMP



Staff Recommendation

1. Hold a Public Hearing to receive public comments prior to the adoption of Resolution No. 2021-6-10, adopting the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an Addendum to the 2015 Urban Water Management Plan;
2. After closing the Public Hearing, adopt Resolution 2021-6-10; and
3. Authorize the General Manager to file the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an Addendum to the 2015 Urban Water Management Plan with the California Department of Water Resources.

*The Urban Water Management Plan and Water Shortage Contingency Plan are consistent with IEUA's Business Goal of **Water Reliability** by promoting water use efficiency and planning for regional supply resiliency and reliability.*

RESOLUTION NO.2021-6-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY (IEUA), SAN BERNARDINO COUNTY, CALIFORNIA, ADOPTING THE 2020 URBAN WATER MANAGEMENT PLAN, 2020 WATER SHORTAGE CONTINGENCY PLAN, AND APPENDIX G AS AN ADDENDUM TO THE 2015 URBAN WATER MANAGEMENT PLAN

Whereas, the California Legislature enacted Assembly Bill 797, (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every urban water supplier providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare an Urban Water Management Plan at least once every five years; and

Whereas, the Urban Water Management Planning Act requires the preparation and adoption of a Water Shortage Contingency Plan, in accordance with prescribes requirements; and

Whereas, the Urban Water Management Planning Act specifies the requirements and procedures for amending and adopting such Urban Water Management Plans; and

Whereas, the Inland Empire Utilities Agency* is a wholesale supplier of water for 242-square miles in the western portion of San Bernardino; and

Whereas, pursuant to Section 10620 of the Urban Water Management Planning Act, the Inland Empire Utilities Agency has prepared the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an addendum to the 2015 Urban Water Management Plan; and

Whereas, the Board of Directors of the Inland Empire Utilities Agency has duly reviewed, discussed, and considered the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G as an addendum to the 2015 Urban Water Management Plan.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE INLAND EMPIRE UTILITIES AGENCY AS FOLLOWS:

Section 1. The 2020 Urban Water Management Plan is hereby adopted; and

Section 2. The 2020 Water Shortage Contingency Plan is hereby adopted; and

Section 3. The addendum of Appendix G to the 2015 Urban Water Management Plan is hereby adopted; and

Section 4. The General Manager is hereby authorized to file an electronic copy of the 2020 Urban Water Management Plan, 2020 Water Shortage Contingency Plan, and Appendix G to the 2015 Urban Water Management Plan with the State Department of Water Resources within 30

days following its adoption and no later than July 1, 2021.

Section 5. The General Manager is hereby authorized to file a CD or hardcopy of aforementioned plans with the California State Library no later than 30 days after its adoption.

Section 6. The General Manager is hereby authorized to submit an electronic copy or a CD or hardcopy of the adopted aforementioned plans to any city or county in which the suppliers provide water no later than 30 days after its adoption.

Section 7. The General Manager is hereby authorized and directed to implement the adopted aforementioned plans, including recommendations to the Board of Directors regarding necessary procedures, rules, and regulations in an effort to carry out effective and equitable water programs.

Section 8. The Resolution shall take effect upon adoption.

ADOPTED this 16th day of June 2021.

Jasmin A. Hall, President of the Inland Empire
Utilities Agency* and the Board of Directors
thereof

ATTEST:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors thereof

STATE OF CALIFORNIA)

)SS

COUNTY OF)

SAN BERNARDINO

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency*,

DO HEREBY CERTIFY that the foregoing Resolution being No. 2021-6-10,

was adopted at a regular Board Meeting on June 16, 2021, of said Agency by the following

vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of
the Board of Directors thereof

(Seal)

*A Municipal Water District

INFORMATION
ITEM
3D

Date: June 16, 2021

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

06/09/21

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Annual Report of the Prado Basin Habitat Sustainability Committee

Executive Summary:

The 2020 Annual Report of the Prado Basin Habitat Sustainability Committee for Water Year 2020 was prepared on behalf of the Prado Basin Habitat Sustainability Committee (PBHSC), pursuant to the mitigation monitoring and reporting requirements of the Peace II Subsequent Environmental Impact Report (SEIR). This report is an annual requirement for the re-operation and expansion of the Chino Basin Desalters to monitor potential environmental impacts that could result from attaining “hydraulic control” of groundwater outflow from the Chino Basin to the Santa Ana River.

Monitoring and analyses indicate varying levels of greenness in the riparian vegetation throughout Prado Basin from 2019 to 2020. Groundwater production has increased in the PBHSP study area by 6000 AFY from 2019 -2020 as a result of the planned Chino Desalter Authority pumping to reach the total of 40,000 AF. At this time, the PBHSC is not recommending any changes in the Adaptive Management Plan nor any mitigation measures for Hydraulic Control or Basin Re-Operation. The draft Annual Report for Water Year 2020 was published and distributed in May 2021.

Staff's Recommendation:

The 2020 Annual Report is an information 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:

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

Fiscal Impact (explain if not budgeted):

\$105,000 is the total amount of the contract budgeted under EN18021: Prado Basin AMP.

Prior Board Action:

On June 17, 2020, the Board of Directors received and filed the 2019 Annual Report of the Prado Basin Habitat Sustainability Committee

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

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

The Annual Report for Water Year 2020 of the Prado Basin Habitat Sustainability Committee is a Mitigation Monitoring and Reporting Program requirement of the 2010 Peace II Subsequent Environmental Impact Report.

Business Goal:

The 2020 Annual Report of the Prado Basin Habitat Sustainability Committee is consistent with the Agency's Business Goal of Environmental Stewardship by being committed to the responsible use and protection of the environment through conservation and sustainable practices.

Attachments:

Attachment 1 - 2020 Annual Report of the Prado Basin Habitat Sustainability Committee
([CLICK HERE TO DOWNLOAD REPORT](#))

Attachment 2 - TM-941-2021-22 PBHSP Budget

TECHNICAL MEMORANDUM

DATE: February 24, 2021 Project No.: 941-80-20-24
SENT VIA: EMAIL

TO: Prado Basin Habitat Sustainability Committee

FROM: Chino Basin Watermaster Engineer

SUBJECT: Draft Recommended Scope and Budget of the Prado Basin Habitat Sustainability Program for Fiscal Year 2021/22

BACKGROUND AND PURPOSE

Pursuant to the Mitigation Measure 4.4-3 of the Peace II Subsequent Environmental Impact Report (SEIR), the Chino Basin Watermaster (Watermaster) and the Inland Empire Utility Agency (IEUA) implement an Adaptive Management Plan (AMP) as a contingency measure to ensure that the riparian habitat in the Prado Basin will not incur significant adverse impacts associated with implementation of the Peace II Agreement. The AMP is implemented under the guidance and supervision of the Prado Basin Habitat Sustainability Committee (PBHSC), which is composed of representatives from all interested Prado Basin stakeholders.

The AMP calls for the implementation of a monitoring and reporting program called the Prado Basin Habitat Sustainability Program (PBHSP). The PBHSP is an effort to monitor the extent and quality of the riparian habitat, and all of the factors that could affect the riparian habitat which include, but are not limited to: changes in groundwater levels, changes in surface-water discharge, weather events, climatic changes, pests, and wildfire. The most likely factor that may be associated with the implementation of the Peace II Agreement is the lowering of groundwater levels.

The AMP calls for annual data analysis and reporting. The annual report describes the results and interpretations of the monitoring data and makes recommendations for adjustments to the monitoring program for the following fiscal year (FY), if appropriate.

This memorandum describes the recommended activities for the PBHSP for FY 2021/22 in the form of a proposed scope-of-work and budget. Members of the PBHSC are being asked to:

1. Review this memorandum by March 10, 2021.
2. Attend virtual meeting of the PBHSC at 1:30 pm on March 10, 2021 to discuss the proposed scope-of-work and budget for FY 2021/22.
3. Submit comments and suggested revisions on the scope-of-work and budget for FY 2021/22 by March 25, 2021.

The final scope-of-work and budget recommended by the PBHSC will go through the IEUA and Watermaster budgeting processes for approval. The final scope-of-work, budget, and schedule for FY

2021/22 will be included in the *Annual Report for Prado Basin Habitat Sustainability Committee for Water Year 2019/20* that will be finalized in May 2021.

RECOMMENDED SCOPE OF WORK AND BUDGET – FY 2021/22

The proposed scope-of-work and budget is shown in Table 1 as a line-item cost estimate for Task 1 through 7. The costs of the PBHSP are shared between the Watermaster and IEUA per a 2016 Agreement.¹ Watermaster is responsible for the costs associated with Tasks 1 through 3; IEUA and Watermaster split costs equally for Tasks 4 through 7. The Orange County Water District (OCWD) also is a cost-sharing partner for a sub-task in Task 5.

The monitoring and analysis proposed for FY 2021/22 for the PBHSP is generally the same scope as the previous year, except for a reduction in the monitoring for the pilot monitoring program of surface and groundwater along Chino Creek (components of Tasks 2 and 3). Thus far the monitoring and analysis of the riparian habitat, groundwater levels, precipitation, temperature, and surface-water discharge has been successful in identifying: (i) changes in the health and extent of the riparian habitat and (ii) relationships between the riparian habitat and these factors that influence it. The continuation of the monitoring and analyses is necessary to identify potential future changes in the riparian habitat and the specific causes of those changes during the implementation of the Peace II Agreement. Monitoring of the riparian habitat and changes in groundwater levels remain as the most critical components of the PBHSP. The PBHSP results will assist in the development of mitigation measures if such measures are ever determined to be necessary. In FY 2021/22, there continues to be a reduction in total cost due to efficiencies in conducting this monitoring and reporting program over the years.

The proposed scope of work is described below by task:

Task 1. Groundwater-Level Monitoring Program

The monitoring of groundwater levels in the Prado Basin is a key component of the PBHSP because declining groundwater levels could be a factor related to Peace II implementation that adversely impacts riparian vegetation. Sixteen monitoring wells were installed specifically for the PBHSP in 2015. These wells, plus monitoring wells HCMP-5/1 and RP3-MW3, are monitored for groundwater levels. Figure 1 shows these 18 PBHSP monitoring wells located at nine sites in the Prado Basin along the fringes of the riparian habitat. The 18 monitoring wells are equipped with integrated pressure-transducers/data-loggers that measure and record water-level measurements every 15 minutes. This task includes quarterly field visits to all 18 PBHSP monitoring wells to download data. All data will be checked and uploaded to the PBHSP database. This task is consistent with the work performed during the previous FY.

Task 2. Groundwater-Quality Monitoring Program

Since the PBHSP monitoring wells were constructed in 2015, groundwater-quality monitoring has been tailored to discern the groundwater/surface-water interactions that are important to the sustainability of

¹ Agreement Between Chino Basin Watermaster and Inland Empire Utilities Agency Regarding Reimbursement of the Peace II Subsequent Environmental Impact Report Mitigation Measure 4.4.5 (Prado Basin Habitat Sustainability Program). Signed September 2016.

the riparian habitat in Prado Basin. From FY 2015/16 through 2017/18, quarterly groundwater samples were collected from the 18 PBHSP monitoring wells and analyzed at a minimum for general minerals. The general mineral chemistry data collected was analyzed along with groundwater-level data, model-generated groundwater-flow directions, and surface-water quality and flow data to help characterize groundwater/surface-water interactions in the Prado Basin and determine the source of the shallow groundwater that is available for consumptive use by the riparian vegetation.

During FY 2018/19, a pilot monitoring program was initiated at four monitoring wells at two locations along Chino Creek (PB-7 and PB-8) where the data loggers that measure groundwater levels at 15-minute intervals were replaced with data loggers that measure and record EC, temperature, and water levels at 15-minute intervals. The same high-frequency monitoring was initiated at two nearby surface water sites in Chino Creek (Task 3.3). Additionally, groundwater-quality samples were collected at these wells quarterly in FY 2018/19, and semi-annually in FY 2019/20, and were analyzed for EC, temperature, and general minerals to validate and support the high-frequency data, along with the collection of field measurements of EC and temperature. The purpose of the pilot monitoring program is to determine if the high-frequency data better reveals the groundwater/surface-water interactions and enhances the interpretation of the general mineral data derived from grab sampling. The data collected thus far for the pilot monitoring program shows promise, has provided more data to support the characterization of groundwater/surface water interactions at these locations, and warrants the continuation of the pilot program. In addition, more high-frequency surface-water data needs to be collected along Chino Creek. Periodically, the data loggers within the creek have been lost during large storm events and the casing that house the probes have sometimes experienced the accumulation of mud which has compromised the accuracy of the collected data. These monitoring challenges in the field have resulted in extended periods of no data or erroneous data and have necessitated additional field work to resolve. The pilot program should continue for at least another year to collect enough data to draw defensible conclusions.

Tasks 2.1 is to continue the pilot monitoring program in FY 2021/22 to collect the high-frequency data in groundwater to help discern the groundwater/surface water interactions near PB-7 and PB-8. The monitoring wells will be visited quarterly to download the data from the data loggers and all data will be checked and uploaded to the PBHSP database. This FY 2021/22, groundwater quality samples will not be collected at the four wells for laboratory analyses of EC, temperature, and general mineral analytes as was done the prior two fiscal years, as this data is no longer required to validate and support the high-frequency data.

Task 3. Surface-Water Monitoring Program

Surface-water discharge data from the Santa Ana River and the tributaries that cross Prado Basin are evaluated to characterize the influence of surface-water discharge on the riparian habitat. The surface-water monitoring program utilizes publicly-available data sets which include: the USGS daily discharge measurements at six sites along the Santa Ana River and its tributaries; daily discharge and water-quality data from Publicly-Owned Treatment Works (POTWs) that are tributary to Prado Basin; US Army Corps of Engineers (ACOE) daily measurements of reservoir elevation and releases from the reservoir at Prado Dam; and Watermaster's quarterly surface-water-quality monitoring at two sites along the Santa Ana River. The locations of these surface-water monitoring sites are shown on Figure 1.

Tasks 3.1 and 3.2 include the annual collection of the USGS, POTW, and ACOE data for water year 2021, and the processing, checking, and uploading of these data to the PBHSP database. These tasks do not include the processing, checking, and uploading of the Watermaster-collected Santa Ana River data, which is performed for another Watermaster task. The scope of these tasks is consistent with the work performed for the previous fiscal year.

Surface water-quality data are also collected and analyzed in the pilot monitoring program to help characterize groundwater/surface water interactions. During FY 2018/19, a pilot monitoring program was initiated at two locations along Chino Creek adjacent to wells PB-7 and PB-8. At these locations, data loggers were installed in Chino Creek to measure and record EC, temperature, and stage at 15-minute intervals in coordination with the similar high-frequency monitoring at PB-7 and PB-8 (Task 2). Grab samples of surface water were also collected quarterly for EC, temperature, and general mineral analyses, along with field measurements of EC and temperature. As described above for *Task 2 – Groundwater-Quality Monitoring Program*, the purpose of the pilot monitoring program is to determine if the high-frequency data better reveals the groundwater/surface-water interactions and enhances the interpretation of the general mineral data derived from grab sampling. Periodically, the data loggers within the creek have been lost during large storm events and the casing that house the probes have sometimes experienced the accumulation of mud which has compromised the accuracy of the collected data. These monitoring challenges in the field have resulted in extended periods of no data or erroneous data, and have necessitated additional field work to resolve. The pilot program should continue for at least another year to collect enough data to draw defensible conclusions.

Tasks 3.3 is to continue the pilot monitoring program in FY 2021/22 to collect the high-frequency data in the surface water to help discern the groundwater/surface water interactions near wells PB-7 and PB-8. The probes will be visited quarterly to download the data, collect field measurements for temperature and EC, and routinely clean the probes to prevent the buildup of residue. All data will be checked and uploaded to the PBHSP database. In FY 2021/22, surface water quality samples will not be collected at the two surface water sites for laboratory analyses of EC, temperature, and general mineral analytes as was done the prior two fiscal years, as these data are no longer needed to validate and support the high-frequency data.

Task 4. Climate Monitoring Program

Climatic data are evaluated in the vicinity of the Prado Basin to characterize trends, and to determine if these trends contribute to impacts on the riparian habitat. The climate monitoring program utilizes publicly-available datasets. Two types of datasets are compiled: time-series data measured at weather stations and spatially-gridded datasets. Task 4 includes the annual collection of the time-series data and spatially-gridded datasets for water year 2021 (October 2020 – September 2021), and the checking and uploading of the data to the PBHSP database. The scope of this task is consistent with the work performed for the previous fiscal year.

Task 5. Riparian Habitat Monitoring Program

Monitoring the extent and quality of the riparian habitat in the Prado Basin is a fundamental component of the PBHSP to characterize how the riparian habitat changes over time. To characterize the impacts of Peace II implementation on the riparian habitat (if any) it is necessary to understand the long-term

historical trends of its extent and quality and the factors that have affected it. The current riparian habitat monitoring program consists of both regional and site-specific components. The proposed riparian habitat monitoring program for FY 2021/22 is described in the subsections below.

Regional Monitoring

The regional monitoring of riparian habitat is performed via two independent methods that complement each other: mapping and analysis of the riparian habitat using (i) air photos and (ii) the normalized distribution vegetation index (NDVI) derived from the Landsat remote-sensing program. Tasks 5.1, 5.2, and 5.3 are for the collection and compilation of the regional monitoring data, including:

- Perform a custom flight (via outside professional services) to acquire a high-resolution air photo (three-inch pixel) of the Prado Basin during summer 2021. The cost for the air photo is shared with OCWD.
- Catalog and review the 2021 high-resolution air photo in ArcGIS and digitize the extent of the riparian habitat.
- Collect, review, and upload the Landsat NDVI data for water year 2021.

Site-Specific Monitoring

The site-specific monitoring of the riparian habitat consists of periodic field surveys of the riparian vegetation at selected locations. These surveys provide an independent measurement of vegetation quality that can be used to “ground truth” the regional monitoring of the riparian habitat. To date, the United States Bureau of Reclamation (USBR) along with the OCWD² has conducted field surveys once every three years. The most recent triennial field survey was conducted in the summer of 2019. The next field survey is scheduled for the summer of 2022. There is no scope or budget proposed for site-specific monitoring for FY 2021/22.

Task 6. Prepare Annual Report of the PBHSC

This task involves the analysis of the data sets collected by the PBHSP through water year 2021. The results and interpretations generated from the data analysis will be documented in the *Annual Report for Prado Basin Habitat Sustainability Committee for Water Year 2020/21*. This task includes the effort to prepare an administrative draft report for Watermaster and IEUA staff review, a draft report for the review by the PBHSC, and a final report including comments and responses. A PBHSC meeting will be conducted in May 2022 to review the draft report and facilitate comments on the report. The scope of this task is consistent with the work performed for the previous fiscal year.

Task 7. Project Management and Administration

This task includes the effort to prepare the PBHSP scope, schedule, and budget for the subsequent fiscal year. A draft *Technical Memorandum Recommended Scope and Budget of the Prado Basin Habitat Sustainability Program for FY 2022/23* will be submitted to the PBHSC in February 2022. A PBHSC meeting will be conducted in March 2022 to review the draft recommended scope and budget and facilitate

² OCWD staff provides assistance to the USBR in the field as in-kind services.

comments. Also included in this task is project administration, including management of staffing and monthly financial reporting. The scope of this task is consistent with the work performed for the previous fiscal year.

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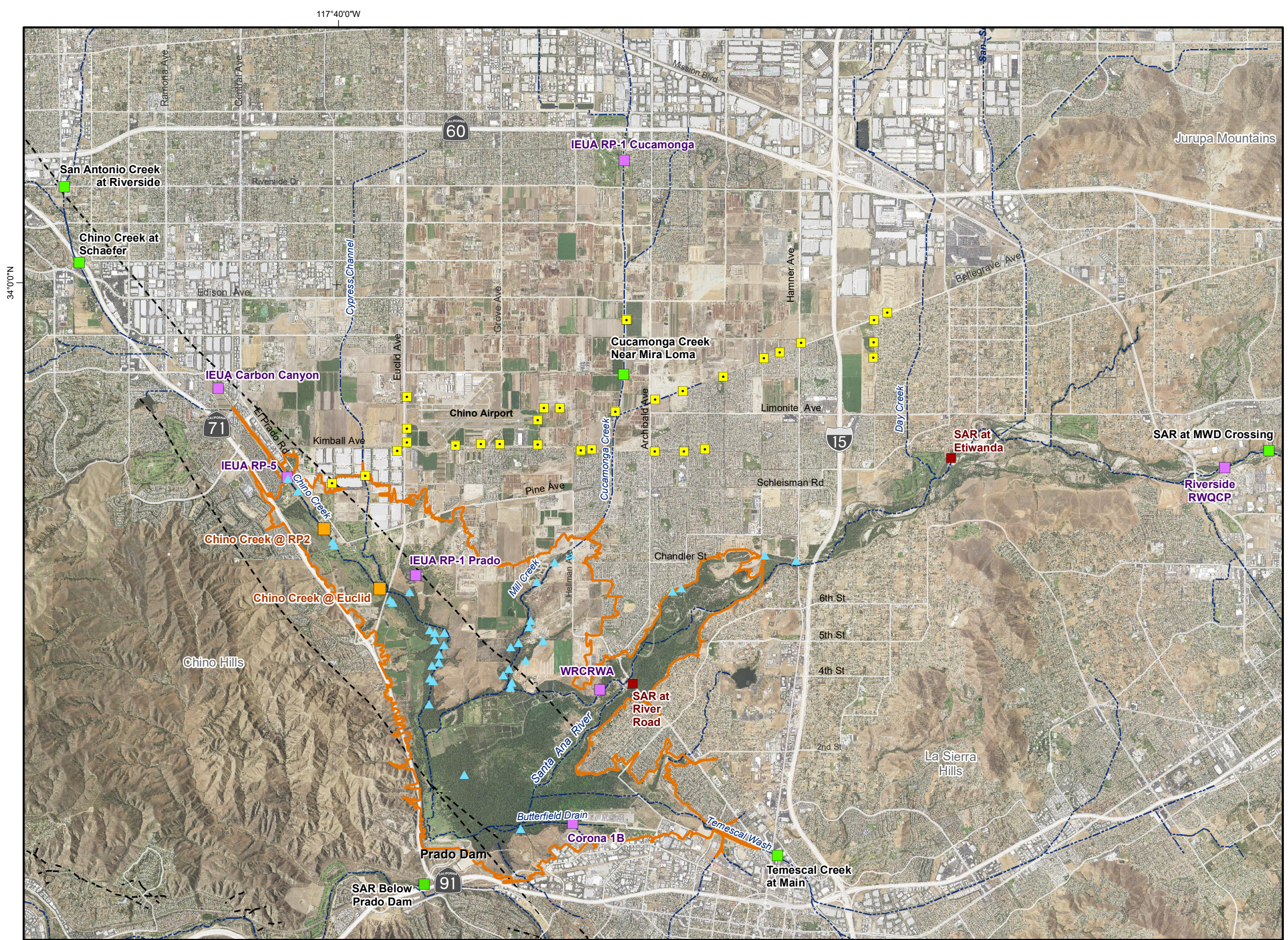
Table 1. Work Breakdown Structure and Cost Estimate – Prado Basin Habitat Sustainability Program – FY 2021/22

Figure 1. Prado Basin Habitat Sustainability Program Monitoring Sites – Fiscal Year 2021/22

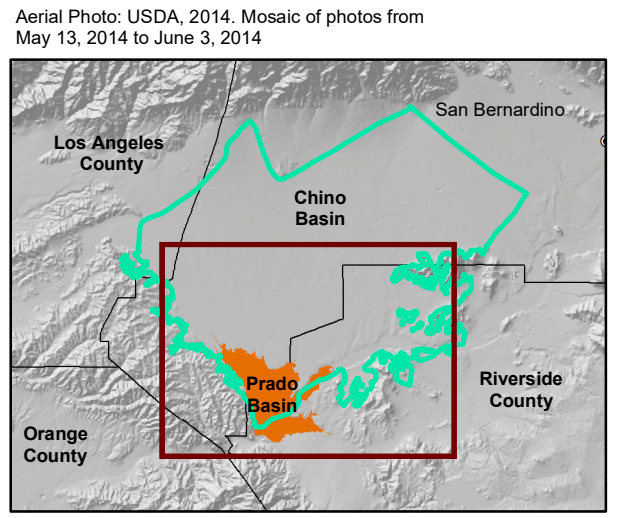
Table 1. Work Breakdown Structure and Cost Estimate
 Prado Basin Habitat Sustainability Program: FY 2021/22

Task Description	No. of sites	Task Rep Multiplier	Labor Total		Other Costs						Notes	Totals					
			Person Days	Total	Travel	Equipment Rental	Lab	Outside Pro	Equipment	Total		Recommended Budget 2021/22	Budget 2020/21	Variance from Prior FY	IEUA Share 2021/22	CBWM Share 2021/22	
Task 1: Groundwater Level Monitoring Program			10.8	\$13,125									\$13,785	\$14,678	-\$893	-	\$13,785
1.1 Collect Transducer Data from PBHSP Wells (Quarterly)	17	4	4.8	\$4,878	\$500	\$160							\$5,538	\$5,910			
1.2 Collect, Check, and Upload Transducer Data from PBHSP Wells (Quarterly)	17	4	6.0	\$8,246									\$8,246	\$8,768			
Task 2: Groundwater Quality Monitoring Program			0.0	\$5,188									\$5,373	\$10,140	-\$4,767	-	\$5,373
2.1 Collect, Check, and Upload High-Frequency Probe Data from Pilot Monitoring Program (Quarterly)	4	4	4.4	\$5,188	\$125	\$60							\$5,373	\$4,475			
2.2 Collect, Check, and Upload Grab Sample General Mineral Chemistry Data (Semi-annually)	4	2	0.0	\$0									\$0	\$5,665			
Task 3: Surface Water Monitoring Program			2.6	\$9,622									\$9,807	\$14,252	-\$4,445	-	\$9,807
3.1 Collect, Check, and Upload Surface Water Discharge and Quality Data from POTWs, and Dam Level data from the ACOE (Annual)		1	1.8	\$2,346									\$2,346	\$2,559			
3.2 Collect, Check, and Upload Surface Water Discharge and Quality Data from USGS gaging stations (Annual)		1	0.9	\$1,216									\$1,216	\$1,096			
3.3 Collect, Check, and Upload High-Frequency Probe Data for Chino Creek from Pilot Monitoring Program (Quarterly)	2	4	5.0	\$6,060	\$125	\$60							\$6,245	\$5,794			
3.4 Collect, Check, and Upload Grab Surface Water Quality Field and Lab Data for Chino Creek from Pilot Monitoring Program (Semi-annually)	2	2	0.0	\$0									\$0	\$4,802			
Task 4: Climate Monitoring Program			1.3	\$1,806									\$2,081	\$2,039	\$42	\$1,040.50	\$1,040.50
4.1 Collect, Check, and Upload Climatic Data (Annual)		1	1.3	\$1,806				\$275		\$275			\$2,081	\$2,039			
Task 5: Riparian Habitat Monitoring Program			21.0	\$23,696									\$32,696	\$34,738	-\$2,042	\$16,348.00	\$16,348.0
5.1 Perform a Custom Flight to Acquire a High-Resolution 2021 Air Photo of the Prado Basin		1	1.3	\$2,386				\$9,000		\$9,000	1		11,386	12,860			
5.2 Catalog, Check, and Review the Extent of the Riparian Vegetation in the 2020 Air Photo of the Prado Basin		1	3.5	\$6,104									6,104	7,642			
5.3 Collect, Check, and Upload 2021 Landsat NDVI Data to the PBHSP Database		1	9.3	\$15,206									\$15,206	\$14,236			
Task 6: Prepare Annual Report of the PBHSC			54.0	\$88,448									\$88,628	\$91,224	-\$2,596	\$44,314.00	\$44,314.0
6.1 Analyze Data and Prepare Admin Draft Report for CBWM/IEUA		1	39.5	\$63,060									\$63,060	\$66,268			
6.2 Meet with CBWM/IEUA to Review Admin Draft Report		1	2.0	\$4,000	\$90					\$90			\$4,090	\$4,002			
6.3 Incorporate CBWM/IEUA Comments and Prepare Draft Report: Submit Draft Report to PBHSC		1	5.0	\$7,904									\$7,904	\$7,680			
6.4 Meet with PBHSC to Review Draft Report		1	3.0	\$5,848	\$90					\$90			\$5,938	\$5,810			
6.5 Incorporate PBHSC Comments and Finalize Report		1	4.5	\$7,636									\$7,636	\$7,464			
Task 7: Project Management and Administration			10.5	\$20,012									\$20,102	\$20,751	-\$649	\$10,051.00	\$10,051.00
7.1 Prepare Scope and Budget for FY 2022/23		1	4.0	\$7,696									\$7,696	\$7,528			
7.2 Meet with PBHSC to Review Scope and Budget for FY 2022/23		1	3.5	\$6,772	\$90					\$90			\$6,862	\$6,714			
7.3 Project Administration and Financial Reporting		12	3.0	\$5,544									\$5,544	\$6,509			
Totals			208	\$161,896	\$790	\$120	\$0	\$9,275	\$0	\$10,575			\$172,471	\$187,821	-\$15,350	\$71,754	\$100,718

1 - This is half of the cost for the outside professional. OCWD will pay the other half.

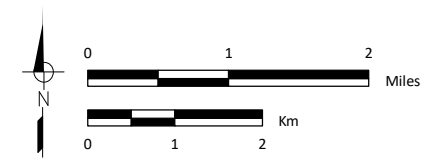


- Groundwater and Surface Water Monitoring Sites**
- PBHSP Well Site (High-Frequency Groundwater Levels)
 - POTW Discharge Outfall (Discharge and Surface Water Quality)
 - USGS Stream Gage Station (Discharge)
 - Watermaster Santa Ana River Sites - Maximum Benefit Monitoring (Surface Water Quality)
 - PBHSP Surface Water Site on Chino Creek (High-Frequency Temperature, EC, and Levels)
- Vegetation Field Survey Sites**
- Active Survey Locations
- Other Features**
- Prado Basin Management Zone (Prado Basin)
 - Chino Basin Desalter Authority Well
 - Concrete-Lined Channels
 - Unlined Rivers and Streams



Prepared by:
 WEST YOST
 Water. Engineered.

Author: SO
 Date: 2/24/2021
 K:\Clients\941 Chino Basin Watermaster\00-00-00 Chino Basin Master Project\50B\GIS\MXD\2020\1\Ex_1-1




Prado Basin Habitat Sustainability Committee
 Fiscal Year 2021/22 Scope and Budget



**Prado Basin Habitat Sustainability Program
 Monitoring Sites - Fiscal Year 2021/22**

Figure 1

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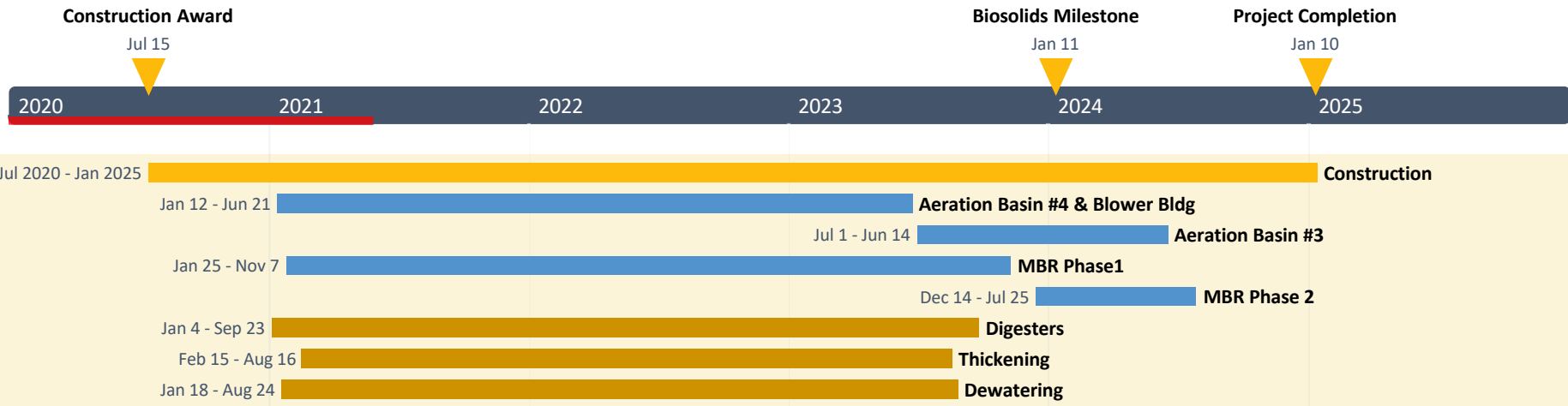
RP-5 Expansion Project Update:

June 2021
Project Nos. EN19001 and EN19006

Brian Wilson, P.E.
Senior Engineer
June 2021

RP-5: Project Status

Day 320 of 1640 = 19.5%



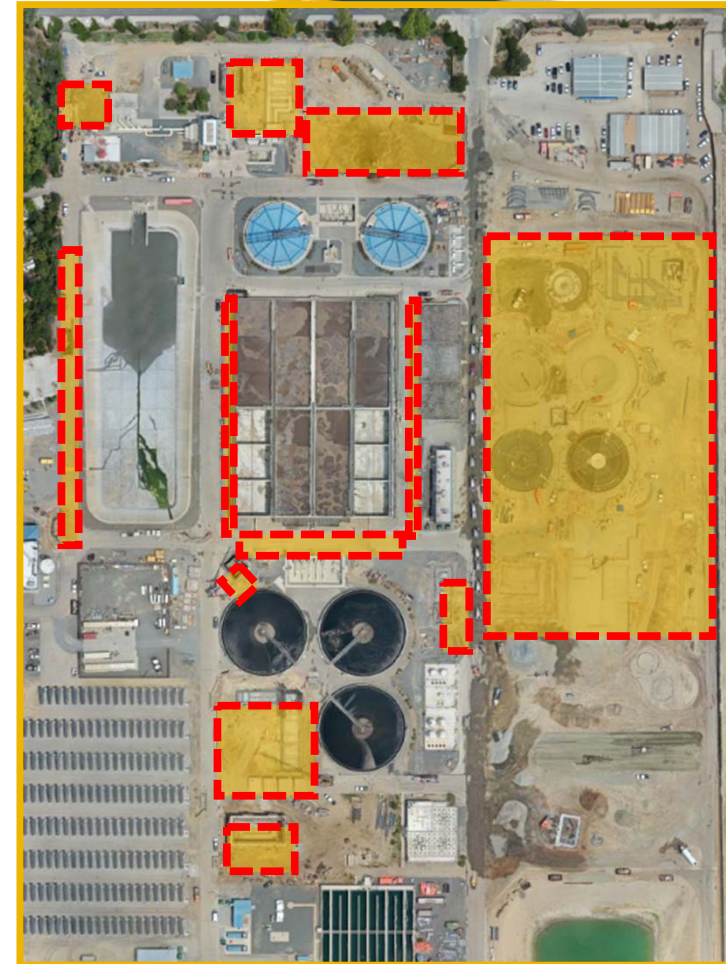
Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$ 329,978,941	\$13,530,616	\$48,391,955	14.7%
Designer	Parsons	\$ 33,637,098	\$392,000	\$26,435,632	78.5%
Construction Management	Arcadis	\$ 21,125,523	\$425,330	\$3,762,545	17.8%

Data date: 5/31/2021

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

- Influent Pump Station
- Primary Clarifiers
- Power Center 9
- Fine Screens
- Aeration Basin
- RAS Vault
- Power Center 6 / Blower Building 2
- Power Center 4
- MBR Phase 1
- Thickening Building
- Acid Phase Digester & Building
- Gas Phase Digesters & Building
- Dewatering Building

Construction
Staff
143



RP-5: Major Activities



Influent Pump Station

RP-5: Major Activities



Fine Screens

Primary Clarifiers

RP-5: Major Activities



MBR Phase 1

RP-5: Major Activities



Digester Area Time-Lapse September 2020 - May 2021



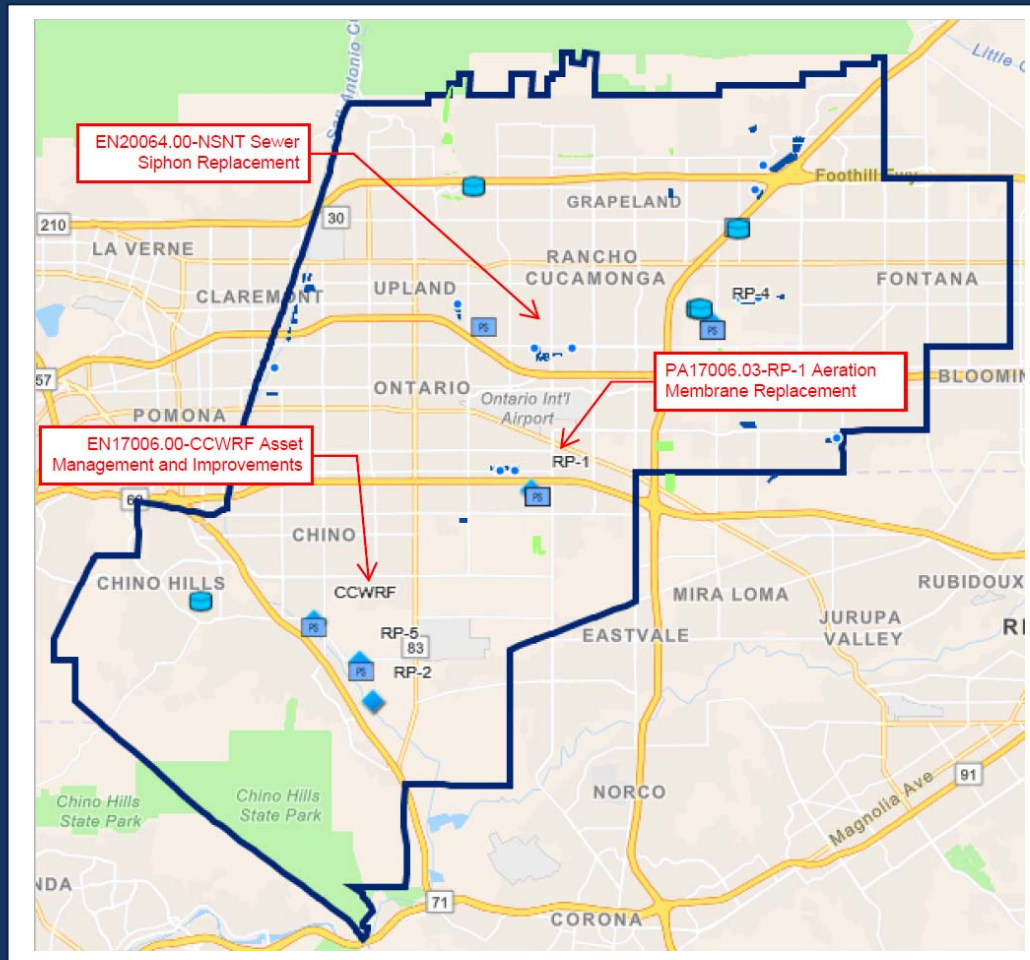
Questions?

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Engineering and Construction Management Project Updates

Jerry Burke, PE
Manager of Engineering
June 2021



Project Location Map

CCWRF Asset Management and Improvements

Project Goal: Extend Asset Life



Total Project Budget: \$26.8 M
Project Completion: April 2023
Design Percent Complete: 75%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	CDM Smith	\$4 M	12%
Construction	TBD	\$0	0%

NSNT Sewer Siphon Replacement

Project Goal: Increase reliability



Total Project Budget: \$500 K
Project Completion: January 2023
Design Percent Complete: 40%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Michael Baker	\$271 K	0%
Construction	TBD	\$0	0%

RP-1 Aeration Membrane Replacement

Project Goal: Extend Asset Life

Total Project Budget: \$2.9 M
Project Completion: April 2022
Design Percent Complete: 30%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Contractor Prequalification (Current)	In-House	N/A	0%
Construction	TBD	\$0	0%

