



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

**WEDNESDAY, MARCH 9, 2022
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 813 028 107#**

PURSUANT TO AB361 AND RESOLUTION NO. 2022-3-1, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON MARCH 2, 2022, IEUA BOARD AND COMMITTEE MEETINGS WILL CONTINUE TO BE CONDUCTED THROUGH TELECONFERENCE. IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR ATTENDING THE MEETING IN PERSON.

The public may participate and provide public comment during the meeting by dialing the number provided above. Comments may also be submitted by email to the Board Secretary/Office Manager Denise Garzaro at dgarzaro@ieua.org prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

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 prior to the public comment section or request to 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 February 9, 2022 Engineering, Operations, and Water Resources Committee meeting.

B. AGENCY-WIDE ROOFING REPLACEMENT PHASE III CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract from the Agency-Wide Roofing Phase III, Project No. FM21005.01, to Best Contracting Services, Inc., in the amount of \$1,536,666;
2. Approve a FY 2021/22 budget transfer from Agency-Wide Roofing, Project No. FM21002 to the Agency-Wide Roofing Phase III, Project No. FM21005, in the amount of \$300,000; and
3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

C. PRADO BASIN ASSET RETROFIT PROJECT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the Prado Basin Asset Retrofit, Project Nos. EN22057, EN22058, and EN22059, to Sancon Technologies, Inc., in the amount of \$271,200;
2. Approve a total project budget and FY 2021/22 budget to the Prado Basin Asset Retrofit RO, Project No. EN22057, in the amount of \$50,000, Prado Basin Asset Retrofit RW, Project No. EN22058, in the amount of \$140,000, and to the Prado Basin Asset Retrofit NRW, Project No. EN22059, in the amount of \$150,000 (total aggregate of \$340,000); and
3. Authorize the General Manager to execute the construction contract and project budgets, subject to non-substantive changes.

2. ACTION ITEMS

A. RP-1 INTERMEDIATE PUMP STATION IMPROVEMENTS CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a consultant contract for the RP-1 Intermediate Pump Station Improvements, Project No. EN22031, to GHD, in the amount of

\$1,084,900; and

2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

B. RP-1 & RP-4 AMMONIA AND FREE CHLORINE ANALYZERS CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, to Big Sky Electric, Inc. in the amount of \$281,300;
2. Approve a total project budget transfer and FY 2021/22 budget transfer from the Chemical Containment Area Rehab Phase 2, Project No. EN22043, to the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, in the amount of \$120,000; and
3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

C. REPET INC. INLAND EMPIRE BRINE LINE CAPACITY UNIT SALE

Staff recommends that the Committee/Board:

1. Approve the sale of one (1) Brine Line Capacity Unit to RePET for \$215,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

3. INFORMATION ITEMS

A. RECYCLED WATER GROUNDWATER RECHARGE UPDATE (POWERPOINT)

B. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEMS

C. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

ADJOURN

DECLARATION OF POSTING

I, Denise Garzaro, CMC, Board Secretary/Office Manager of the Inland Empire Utilities Agency*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at www.ieua.org at least seventy-two (72) hours prior to the meeting date and time above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at (909) 993-1736 or dgarzaro@ieua.org, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

**CONSENT
ITEM
1A**



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

**WEDNESDAY, FEBRUARY 9, 2022
10:00 A.M.**

COMMITTEE MEMBER PRESENT

Michael Camacho, Chair

COMMITTEE MEMBER PRESENT via Video/Teleconference

Marco Tule, Director

STAFF PRESENT

Shivaji Deshmukh, P.E., General Manager
Denise Garzaro, Board Secretary/Office Manager
Daniel Solorzano, Network Administrator

STAFF PRESENT via Video/Teleconference

Christiana Daisy, P.E., Deputy General Manager
Javier Chagoyen-Lazaro, Acting Executive Manager of Finance & Administration/AGM
Randy Lee, Executive Manager of Operations/AGM
Adham Almasri, Principal Engineer
Pietro Cambiaso, Deputy Manager of Strategic Planning & Resources
Robert Delgado, Manager of Operations & Maintenance
Lucia Diaz, Deputy Manager of Maintenance
Charles Grady, Laboratory Supervisor
Don Hamlet, Acting Deputy Manager of Integrated System Systems
Elizabeth Hurst, Chino Basin Program Manager
Jennifer Hy-Luk, Administrative Assistant II
Scott Lening, Acting Manager of Operations & Maintenance
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
Sandra Salazar E.I.T., Associate Engineer
James Spears, Senior Engineer
Travis Sprague, Principal Engineer
Justin Tao E.I.T., Associate Engineer
Brian Wilson, Senior Engineer
Jeff Ziegenbein, Manager of Regional Compost Operations
Jamal Zughbi P.E., 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. CONSENT ITEM

The Committee:

- ◆ Approved Minutes of the January 12, 2022 Engineering, Operations, and Water Resources Committee meeting.

2A – 2C. CONSENT ITEMS

The Committee:

- ◆ Recommended that the Board approve the City of Rialto Principles of Agreement for the development of a final agreement that allows IEUA to purchase recycled water supplies; as an Action item on the February 16, 2022 Board meeting agenda.
- ◆ Recommended that the Board:
 1. Award a construction contract from the 1299 Reservoir Bypass Pipeline, Project No. EN20022, to Norstar Plumbing and Engineering, Inc., in the amount of \$192,013;
 2. Approve a total project budget and FY 2021/22 budget transfer from the 8th Street RW Turnout Connection, Project EN21050, to the 1299 Reservoir Bypass Pipeline, Project No. EN20022, in the amount of \$100,000; and
 3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes;

and

1. Approve a construction contract change order for the RP-1 Flare Improvement, Project No. EN18006, to W.M. Lyles Co., for the not-to-exceed amount of \$159,873, increasing the contract from \$6,162,844 to \$6,322,717 (approximately 2.6% increase); and
2. Authorize the General Manager to execute the change order, subject to non-substantive changes.

as Consent Calendar items on the February 16, 2022 Board meeting agenda.

3A – 3E. INFORMATION ITEMS

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

- ◆ Laboratory Semi-Annual Update
- ◆ RP-5 Expansion Project Update: February 2022
- ◆ Engineering and Construction Management Project Updates

3. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh reported that IEUA received the Operating Budget Excellence Award for the Biennial Budget for Fiscal Years 2021/22 and 2022/23 from the California Society of Municipal Finance Officers.

General Manager Deshmukh noted that in January 2021, IEUA was selected to apply for a low-interest loan through the Water Infrastructure Finance and Innovation Act (WIFIA) program to finance a suite of infrastructure improvement projects. IEUA staff is nearing completion of the agreement negotiation process and anticipates receipt of an executable funding agreement in March 2022. As a reminder, IEUA entered into its first WIFIA agreement to finance approximately \$196 million of the overall project costs for the RP-5 Expansion Project in May 2020. This second WIFIA agreement will finance approximately \$120 million to cover the maximum eligible 49 percent of costs for each of the four infrastructure projects including in the suite: the RP-1 Solids Thickening Project, the CCWRF Process and Asset Management Improvements, the Philadelphia Lift Station and Force Main Improvements, and the RP-5 Expansion Project. Staff plans to bring this agreement, along with details of the financing terms, for approval to the IEUA Board of Directors and CBRFA Commission on March 16.

General Manager Deshmukh added that on February 8, Acting Executive Manager of Finance & Administration/AGM Javier Chagoyen-Lazaro, Manager of Grants Jesse Pompa and Acting Budget Officer Alex Lopez along with the Agency's financial advisors, PFM, met with S&P Global as part of a credit check for the WIFIA program loan.

4. COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requested future agenda items.

ADJOURNMENT

With no further business, Committee Chair Camacho adjourned the meeting at 10:43 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MARCH 9, 2022

**CONSENT
ITEM
1B**

Date: March 16, 2022

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/09/22

Finance & Administration

03/09/22

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Agency-Wide Roofing Replacement Phase III Construction Contract Award

Executive Summary:

Regional Water Recycling Plant No.1 (RP-1), located in the City of Ontario, has been in operation since 1948. Due to the age of existing buildings and several leaks that have occurred in recent years, roofing replacements are required. This is the third phase of the Agency-wide multi-phase project to replace deficient building roofs. The scope of work for this project includes the removal of existing roofs and decks and the placement of new roofing material with new mechanical and safety upgrades.

On January 11, 2022, Inland Empire Utilities Agency (IEUA) issued an invitation for bids from the prequalified roofing contractors. The prequalification of bidders took place during the Agency Wide Roofing Phase II project. The prequalified roofing contractors include three contractors: Best Contracting Services, Inc., Exbon Development, Inc., and Good-Men Roofing. On February 11, 2022, IEUA received one construction bid. Best Contracting Services, Inc., was the responsive, responsible bidder with a bid price of \$1,536,666. The Engineer's Estimate was \$1,600,000.

Further, staff is recommending a FY 2021/22 budget transfer in the amount of \$300,000 to cover the first quarter of projected construction costs.

Staff's Recommendation:

1. Award a construction contract for the Agency-Wide Roofing Phase III, Project No. FM21005.01, to Best Contracting Services, Inc., in the amount of \$1,536,666;
2. Approve a FY 2021/22 budget transfer from Agency-Wide Roofing, Project No. FM21002 to the Agency-Wide Roofing Phase III, Project No. FM21005, in the amount of \$300,000; and
3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 300,000

Account/Project Name:

FM21005/Agency-Wide Roofing Replacement Phase III
FM21002/Agency-Wide Roofing

Fiscal Impact (explain if not budgeted):

If approved, the FY 2021/22 budget transfer from Agency-Wide Roofing, Project No. FM21002 to the Agency-Wide Roofing Phase III, Project No. FM21005, in the amount of \$300,000 in the General Administrative (GG) Fund.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

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

Business Goal:

The Agency-Wide Roofing Phase III Project is consistent with IEUA's Business Goal of Work Environment, specifically the Staff Safety objective that IEUA will ensure that Agency facilities are well maintained and upgraded to ensure a safe and healthy work environment, exceeding industry best practices in support of achieving the CalOSHA Star Voluntary Protection Program (CAL/VPP) certification.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1



Agency-Wide Roofing Replacement Phase III Construction Contract Award

Project No. FM21005.01

Adham Almasri, PE
Principal Engineer
March 2022

Project Location

Operations Building
(Carbonate Panels Only)

SM Building
(Solids Management Building)

RAS1 West Building
(Return Activated Sludge Building 1)

RAS2 East Building
(Return Activated Sludge Building 2)

Warehouse Chemical Shed

Warehouse Building



The Project

- Background:
 - Roofs constructed in 1960's and 1990's
 - Typical roof life is generally 25 to 30 years
 - A 5-plus year roof replacement program was approved
 - This project is Phase 3
- Existing Roofs:



SM
Building



RAS 1 & 2
Buildings



Warehouse
Building



The Project: Phase III

- Roofing Replacement Scope of Work:
 - SM Building:** New standing seam metal roof
 - RP-1 RAS 1 and 2 & TP-1 Warehouse Buildings:** New PVC membrane & standing seam metal roof
 - TP-1 Warehouse Chemical Shed:** New composite shingle roof
 - RP-1 Operations Building:** Carbonate panel replacement only
- New Roofs will have up to 50-year life span, minimum 20-year warranty

Proposed PVC & Standing
Seam Metal Roof



Proposed Composite
Shingle Roof



Contractor Selection

One bid was received on February 11, 2022

Bidder's Name	Final Bid Amount
Best Contracting Services, Inc	\$1,536,666
Engineer's Estimate	\$1,600,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$160,592
Design Consultant Contract	\$86,485
IEUA Design Services (actuals)	\$74,107
Construction Services	\$250,000
IEUA Construction Services (~15%)	\$250,000
Construction	\$1,690,366
Construction Contract (this action)	\$1,536,666
Contingency (~10%)	\$153,700
Total Phase III Project Cost:	\$2,100,958
Total Phase I and II Project Cost	\$1,680,000
Total Phase I, II, and III Project Cost	\$3,780,958
Total Project Budget	\$5,085,000

Project Milestone	Date
Construction	
Construction Contract Award	March 2022
Construction Completion	December 2022

Recommendation

- Award a construction contract for the Agency-Wide Roofing Phase III, Project No. FM21005.01, to Best Contracting Services, Inc., in the amount of \$1,536,666;
- Approve a FY 2021/22 budget transfer from Agency Wide Roofing, Project No. FM21002 to the Agency-Wide Roofing Phase III, Project No. FM21005, in the amount of \$300,000; and
- Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

The Agency-Wide Roofing Phase III Project is consistent with **IEUA's Business Goal of Work Environment**, specifically the Staff Safety objective that IEUA will ensure that Agency facilities are well maintained and upgraded to ensure a safe and healthy work environment, exceeding industry best practices in support of achieving the CalOSHA Star Voluntary Protection Program (CAL/VPP) certification.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this 16th day of March, 2022, by and between Best Contracting Services, 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 **Agency Wide Roofing Replacement Phase III, Project No. FM21005.01**, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price: \$1,536,666.00; One million, five hundred thirty-six thousand, six hundred sixty-six dollars, and zero cents.

The award of the Contract to the lowest responsive responsible Bidder will be based on the lump sum value and the additive/deductive item pricing.

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA **two-hundred and sixty (260) 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, Engineer, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the fullest extent permitted by law.

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

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

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

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

CONTRACTOR

By _____

By _____

Shivaji Deshmukh

General Manager

Sean Tabazadeh

CEO/Secretary

** A Municipal Water District*

**CONSENT
ITEM
1C**

Date: March 16, 2022

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/09/22

Finance & Administration

03/09/22

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Prado Basin Asset Retrofit Project Construction Contract Award

Executive Summary:

The U.S. Army Corps of Engineers (USACE) and Orange County Flood Control District (OCFCD) are working to retrofit existing utilities and acquire an additional inundation area behind Prado Dam due to the proposed raising of the existing spillway elevation. The new inundation "Take Area" is at elevation 566-ft. Many of Inland Empire Utilities Agencies' (IEUA) existing assets and facilities are below the 566-ft elevation and are subject to inundation and flood damage in the 100-year storm event. IEUA has designed asset retrofits for the at-risk assets based on the results of an assessment of IEUA owned assets provided by the Engineering Consultant, Stantec.

On January 11, 2022, IEUA issued an invitation for bids from the under \$2,000,000 prequalified contractors. On February 8, 2022, IEUA received five construction bids. Sancon Technologies, Inc., was the lowest responsive, responsible bidder with a bid price of \$271,200. The Engineer's Estimate was \$440,000. IEUA will be reimbursed by OCFCD (on behalf of USACE) for a portion of this project via an existing, executed reimbursement agreement. Further, staff is recommending a total project budget and FY 2021/22 budget to be established in the amount of \$340,000 for the capital scope of the project.

Staff's Recommendation:

1. Award a construction contract for the Prado Basin Asset Retrofit, Project Nos. EN22057, EN22058, and EN22059, to Sancon Technologies, Inc. in the amount of \$271,200;
2. Approve a total project budget and FY 2021/22 budget to the Prado Basin Asset Retrofit RO, Project EN22057, in the amount of \$50,000, Prado Basin Asset Retrofit RW, Project EN22058, in the amount of \$140,000, and to the Prado Basin Asset Retrofit NRW, Project EN22059, in the amount of \$150,000 (total aggregate of \$340,000); and
3. Authorize the General Manager to execute the construction contract and project budgets, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 340,000

Account/Project Name:

EN22057/Prado Basin Asset Retrofit RO
EN22058/Prado Basin Asset Retrofit RW
EN22059/Prado Basin Asset Retrofit NRW

Fiscal Impact (explain if not budgeted):

If approved, the total project budget and the FY 2021/22 budget will be established for the Prado Basin Asset Retrofit RO, Project EN22057, in the amount of \$50,000, Prado Basin Asset Retrofit RW, Project EN22058, in the amount of \$140,000, and to the Prado Basin Asset Retrofit NRW, Project EN22059, in the amount of \$150,000, for a total aggregate of \$340,000.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

The Prado Basin Asset Retrofit Project is consistent with IEUA's Business Goal of Environmental Stewardship, specifically safeguarding asset reliability through regulatory compliance. Staff is providing flood protection to existing Agency assets for the purpose of regulatory compliance and environmental responsibility.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1



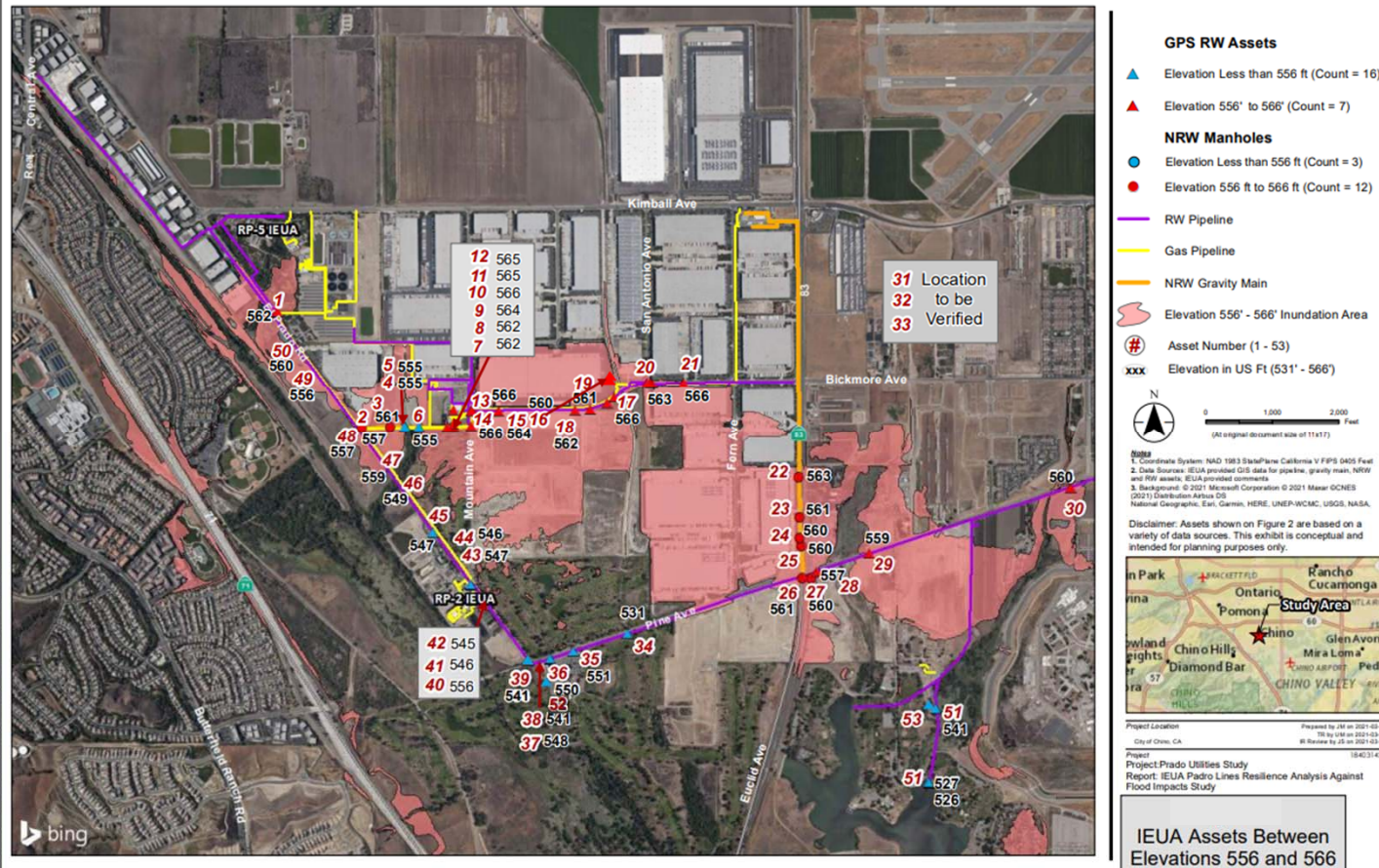
Prado Basin Asset Retrofit Project

Construction Contract Award

Project Nos. EN22057, EN22058, EN22059

Adham Almasri, PE
Principal Engineer
March 2022

Project Location



Phase 1:

- Evaluation of assets 1 – 51
- 34 assets require retrofit
 - RW assets (14)
 - NRW assets (15)
 - Gas/Sewer assets (5)

The Project

- **Phase I (Categories 1 & 2) Asset Retrofits**

- *Category 1*

- Assets between elevation 556-ft to 566-ft

- Funding: OCFCD (via Reimbursement Agreement)

- *Category 2*

- Assets below elevation 556-ft

- Funding: IEUA

- **Scope of Work**

- Retrofit 34 assets with one or more items:

- New sealed and bolt down frame and cover
 - New manhole ring
 - New concrete apron around manhole
 - New polyurethane manhole liner or repair of existing manhole liner



Typical Category 1 & 2 Manhole
Requiring Retrofit

Contractor Selection

Five bids were received on February 8, 2022

Bidder's Name	Final Bid Amount
Sancon Technologies, Inc.	\$271,200
Ferreira Construction Co., Inc.	\$389,300
Mike Bubalo Construction Co., Inc	\$427,402
Hemet Mfg Co. Inc dba Genesis Construction	\$499,777
T.E. Roberts, Inc.	\$520,903
Engineer's Estimate	\$440,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$155,535
Design Consultant Contract	\$84,000
IEUA Design Services (actuals)	\$71,535
Construction Services	\$40,700
IEUA Construction Services (~15%)	\$40,700
Construction	\$298,320
Construction Contract (this action)	\$271,200
Contingency (~10%)	\$27,120
Total Project Cost	\$494,555
EN22037 Project Budget (Assessment):	\$380,000
EN22057 Project Budget (Sewer):	\$50,000
EN22058 Project Budget (Recycled Water):	\$140,000
EN22059 Project Budget (NRW):	\$150,000
Budget Established (EN22057)	\$50,000
Budget Established (EN22058)	\$140,000
Budget Established (EN22059)	\$150,000
Revised Total Project Budget	\$720,000

Project Milestone	Date
Construction	
Construction Contract Award	March 2022
Construction Completion	August 2022

*Estimated amount to be reimbursed by OCFCD via reimbursement agreement is \$210,000

Recommendation

- Award a construction contract for the Prado Basin Asset Retrofit, Project Nos. EN22057, EN22058, and EN22059, to Sancon Technologies, Inc. in the amount of \$271,200;
- Approve a total project budget and FY 2021/22 budget to the Prado Basin Asset Retrofit RO, Project EN22057, in the amount of \$50,000, Prado Basin Asset Retrofit RW, Project EN22058, in the amount of \$140,000, and to the Prado Basin Asset Retrofit NRW, Project EN22059, in the amount of \$150,000 (total aggregate of \$340,000); and
- Authorize the General Manager to execute the construction contract and project budgets, subject to non-substantive changes.

The Prado Basin Asset Retrofit Project is consistent with **IEUA's Business Goal of Environmental Stewardship**, specifically safeguarding asset reliability through regulatory compliance. Staff is providing flood protection to existing Agency assets for the purpose of regulatory compliance and environmental responsibility.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this 16th day of March, 2022, by and between Sancon Technologies, 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 **Prado Basin Assets Retrofits Project, Project Nos. EN22057, EN22058, EN22059**, 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: \$271,200.00; Two hundred seventy-one thousand, two hundred 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 **one hundred and twenty (120)** 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, Engineer, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the fullest extent permitted by law.

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

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

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

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

CONTRACTOR

By _____

By _____

Shivaji Deshmukh
General Manager

Chuck Parsons
President

** A Municipal Water District*

ACTION
ITEM
2A

Date: March 16, 2022

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/09/22

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 Intermediate Pump Station Improvements Consultant Contract Award

Executive Summary:

The intermediate pump station at Regional Water Recycling Plant No. 1 (RP-1) pumps wastewater from the primary clarifiers to the aeration basins. The pump station consists of 10 pumps and is critical to treating the wastewater. The pump station's mechanical and electrical equipment is approaching the end of its useful life. The purpose of this project is to upgrade the pump station to current agency standards which will improve operational reliability and flexibility, while ensuring consistent maintenance practices agency-wide.

On November 22, 2021, Inland Empire Utilities Agency (IEUA) issued a request for proposals to design consultants listed on PlanetBids. On January 18, 2022, IEUA received two proposals. The IEUA evaluation panel determined that the most qualified consultant was GHD, with a design fee of \$1,084,900.

Staff's Recommendation:

1. Award a consultant contract for the RP-1 Intermediate Pump Station Improvements, Project No. EN22031, to GHD, in the amount of \$1,084,900; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

EN22031/RP-1 Intermediate Pump Station Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

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

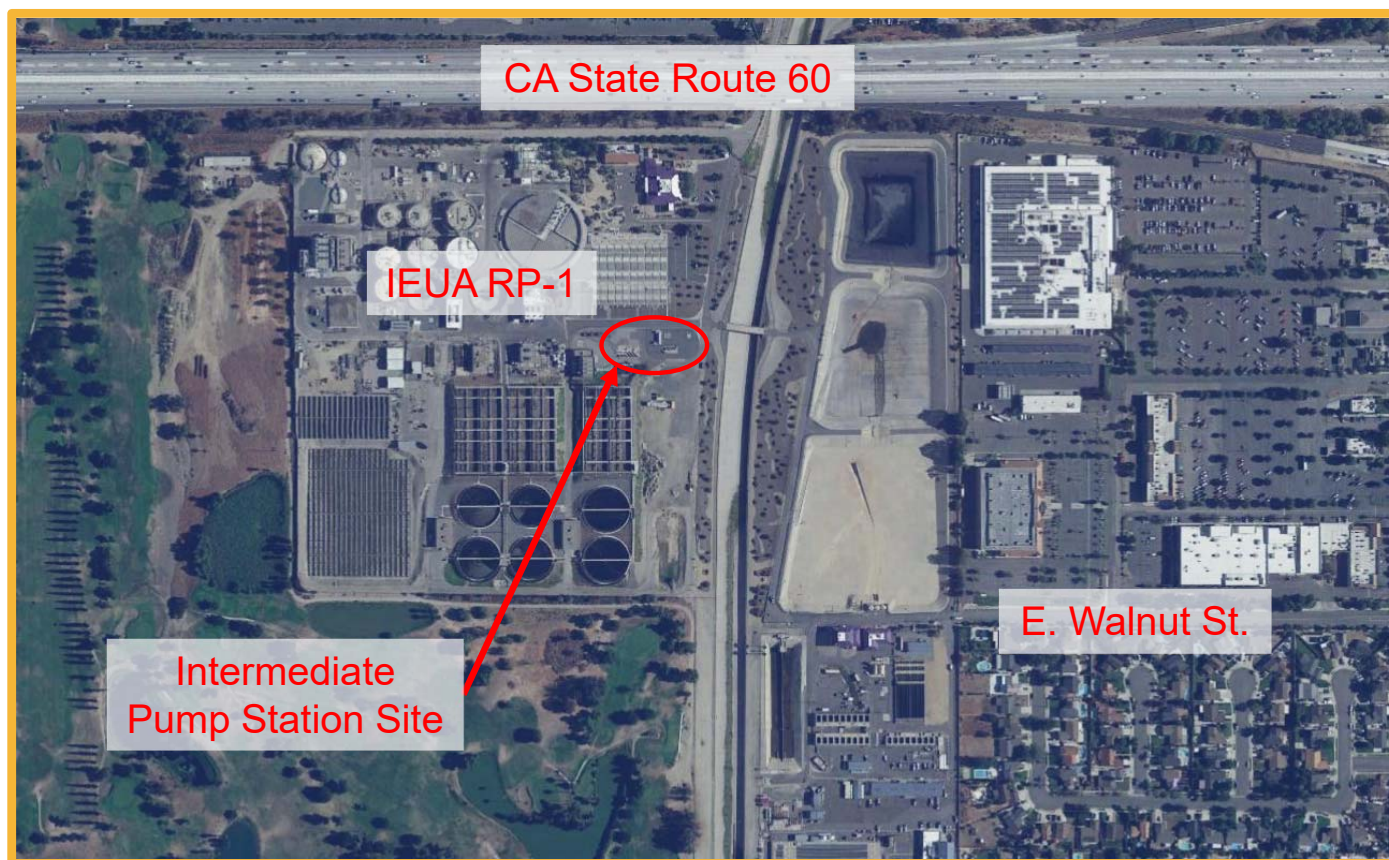
Attachment 1



RP-1 Intermediate Pump Station (IPS) Improvements Design Contract Award Projects No. EN22031

Kevin Asprer, PE
Associate Engineer
March 16, 2022

Project Location (City of Ontario)



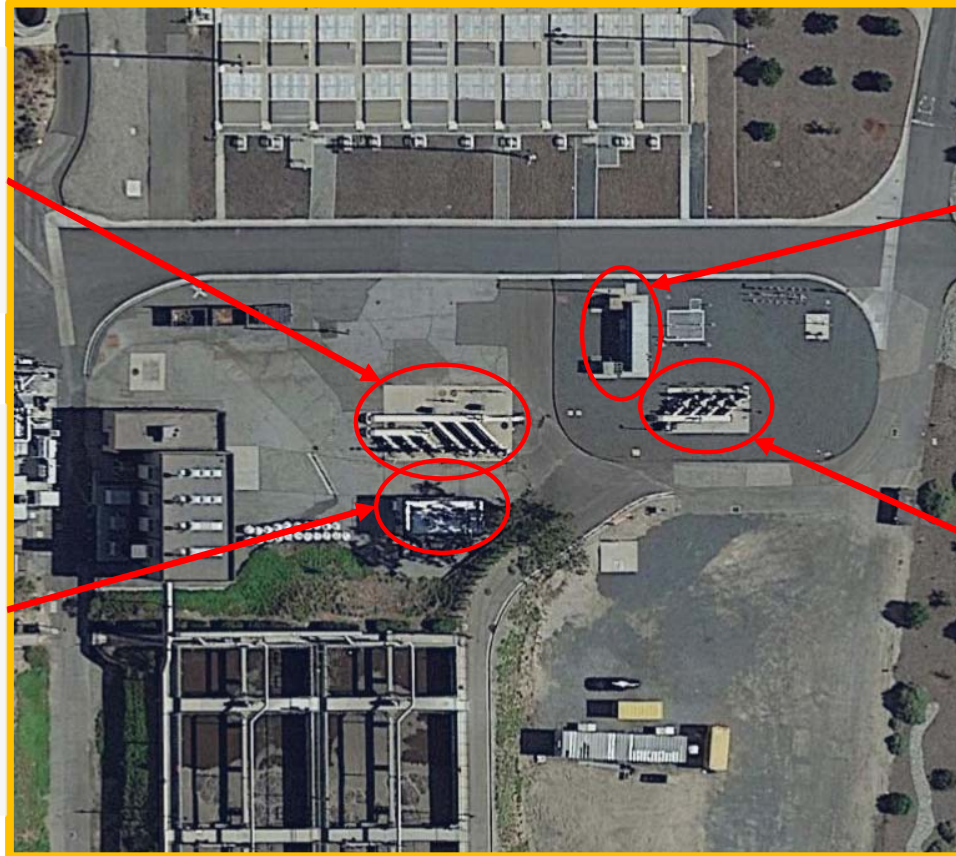
Major Project Elements

Systems A & B Pumps

- Replace pumps
- Evaluate other pumps
- Evaluate condition of system

IPS Electrical Building

- Replace 2 MCCs
- Relocate 1 MCC
- New VFD's
- Replace or modify building
- HVAC and Electrical Improvements
- SCADA



Outdoor Electrical

- Evaluate existing switchgear
- Evaluate existing transformers
- Design improvements

System C Pumps

- Replace pumps
- Evaluate other pumps
- Evaluate condition of system

The Project



Consultant Selection

- Two proposals were received on January 18, 2022
- Proposals were evaluated by a review committee
- Both proposals were excellent and thorough
- GHD was recommended for the project

Consultant	Proposal Fee
GHD	\$1,084,900
Lee & Ro	Not Opened

Project Budget

Description	Estimated Cost
Design Services	\$1,180,400
Design Services (Action)	\$1,084,900
Project Development (IEUA, 8%)	\$95,500
Construction Services	\$910,000
Engineering Services During Construction (5%)	\$350,000
IEUA Construction Services (8%)	\$560,000
Construction	\$7,700,000
Construction Contract Estimate	\$7,000,000
Project Contingency (10%)	\$700,000
Total Project Cost:	\$9,790,400
Current Total Project Budget:	\$3,000,000*

*Budget will be amended as part of the TYCIP Budgeting Process.

Project Milestone	Date
Design Contract	
Consultant Design Contract Award	March 2022
Design Completion	Jan. 2023
Construction Contract	
Construction Contract Award	April 2023
Construction Completion	Dec. 2024

Recommendation

- Award a design contract for the RP-1 Intermediate Pump Station Improvements, Project No. EN22031, to GHD, Inc. in the amount of \$1,084,900; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

ACTION
ITEM
2B

Date: March 16, 2022

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/09/22

Finance & Administration

03/09/22

Executive Contact: Shivaji Deshmukh, General Manager

Subject: RP-1 and RP-4 Ammonia and Free Chlorine Analyzers Construction Contract Award

Executive Summary:

Ammonia-Based Aeration Control (ABAC) utilizes influent and effluent ammonia measurements to determine the level of dissolved oxygen needed to treat the ammonia in the aeration basins. In turn, the aeration system can manage high ammonia loading without the need for reactive measures, such as high bleach demand in the tertiary system. This project will improve process monitoring, improve treatment, and contribute to aeration blower energy savings. The Department of Drinking Water (DDW), has new regulations for groundwater recharge that requires continuous monitoring of ammonia, in addition to free chlorine, at the end of the tertiary treatment. Therefore, this project will install two new free chlorine analyzers at Regional Water Recycling Plant No. 1 (RP-1) and four new ammonia analyzers, one new total chlorine analyzer, and four new free chlorine analyzers at Regional Water Recycling Plant No. 4 (RP-4). On January 12, 2022, Inland Empire Utilities Agency (IEUA) issued an invitation for bids from the under \$2,000,000 prequalified contractors. On February 8, 2022, IEUA received two construction bids. Big Sky Electric, Inc. was the lowest responsive, responsible bidder with a bid price of \$281,300. The engineer's estimate was \$400,000. Further, staff is recommending a total project budget transfer and FY 2021/22 budget transfer in the amount of \$120,000. Scope had to be increased to meet expanded regulatory requirements, resulting in insufficient budget.

Staff's Recommendation:

1. Award a construction contract for the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, to Big Sky Electric, Inc., in the amount of \$281,300;
2. Approve a total project budget transfer and FY 2021/22 budget transfer from the Chemical Containment Area Rehab Phase 2, Project EN22043, to the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers Project, Project No. EN22042, in the amount of \$120,000; and
3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 120,000

Account/Project Name:

EN22042/RP-1 and RP-4 Ammonia and Free Chlorine Analyzers
EN22043/Chemical Containment Area Rehab Phase 2

Fiscal Impact (explain if not budgeted):

If approved, the total project budget and FY 2021/22 budget transfer from the Chemical Containment Area Rehab Phase 2, Project EN22043, to the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project EN22042, will be \$120,000 in the Regional Capital (RC) Fund.

Prior Board Action:

In December 2021, the Board of Directors approved a Standardization selection and sole source procurement of Electro-Chemical Devices (ECD) Chlorine Analyzers.

In October 2021, the Board of Directors approved a Standardization selection and sole source procurement of Horiba Ammonia Nitrogen Meter.

Environmental Determination:**Statutory Exemption**

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

Business Goal:

The RP-1 and RP-4 Ammonia and Free Chlorine Analyzers Project is consistent with IEUA's business goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1



RP-1 and RP-4 Ammonia and Free Chlorine Analyzers

Construction Contract Award

Project EN22042

Sandra Salazar, E.I.T.
Associate Engineer
March 2022

Project Location: Regional Water Recycling Plant No. 1 and No. 4



Chlorine
Contact Basins

Regional Plant 1



Aeration Basins

Regional Plant 4

Background

- Department of Drinking Water (DDW)
 - Groundwater recharge
 - Monitor ammonia and free chlorine
 - Automation requirements
- Horiba Ammonia Analyzers & Electro Chemical Devices (ECD) Chlorine Analyzers
 - Standardized equipment
 - Operational benefits



RP-4 Existing Aeration Basins



RP-1

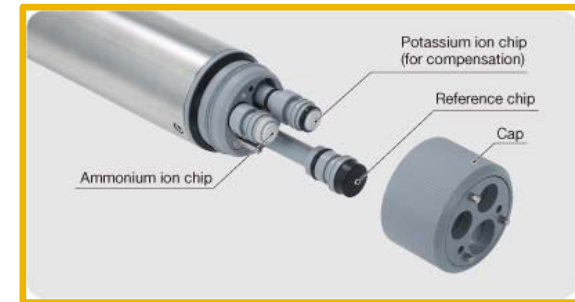
RP-4

Existing Chlorine Contact Basins

The Project

Scope of Work

- Installation of chlorine & ammonia analyzers
 - RP-1
 - 2 x Free chlorine analyzers
 - SCADA programming (IEUA staff)
 - RP-4
 - 4 x Ammonia analyzers
 - 4 x Free chlorine analyzers
 - 1 x Total chlorine analyzers
 - SCADA programming (Integrator Consultant)



Horiba Ammonia Nitrogen Sensor



ECD Chlorine Analyzer RP-1

Contractor Selection

Two bids were received on February 8, 2022:

Bidder's Name	Final Bid Amount
Big Sky Electric, Inc.	\$281,300
Non-responsive bidder	\$382,000
Engineer's Estimate	\$400,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$109,583
Design Consultant Contract	\$64,583
IEUA Design Services (actuals)	\$45,000
Construction Services	\$60,320
Engineering Services During Construction	\$31,320
IEUA Construction Services (~10%)	\$29,000
Construction	\$449,147
Construction Contract (this action)	\$281,300
Contingency (~15%)	\$42,195
Pre-purchased 7 Chlorine Analyzers	\$28,877
Pre-purchased 4 Ammonia Analyzers	\$96,775
Total Project Cost	\$619,050
Total Project Budget:	\$500,000
Budget Transfer	\$120,000
Revised Total Project Budget	\$620,000

Project Milestone	Date
Construction	
Construction Contract Award	March 2022
Construction Completion	June 2022

Recommendation

- Award a construction contract for the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers, Project No. EN22042, to Big Sky Electric, Inc., in the amount of \$281,300;
- Approve a total project budget transfer and FY 2021/22 budget transfer from the Chemical Containment Area Rehab Phase 2, Project EN22043, to the RP-1 and RP-4 Ammonia and Free Chlorine Analyzers Project, Project No. EN22042, in the amount of \$120,000; and
- Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

The RP-1 and RP-4 Ammonia and Free Chlorine Analyzers Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachment 2

4600003121**RP-4 & RP-1 AMMONIA AND FREE CHLORINE ANALYZERS CONTRACT**

THIS CONTRACT made and entered into this 16th day of March, 2022, by and between Big Sky Electric, 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 IFB-JV-22-001, Project No. EN22042, RP-4 & RP-1 Ammonia and Free Chlorine Analyzers 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 Bidding and Contract Requirements, Section C – Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price: \$281,300 Dollars and 00 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

4600003121

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 One-Hundred (100) calendar days after the 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.

4600003121

- K.** That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.
- L.** The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

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

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

By _____
Shivaji Deshmukh
General Manager

CONTRACTOR

DocuSigned by:
By *Larry Strohm*
Larry Strohm
Senior Vice President/
Operations Manager

* A Municipal Water District

ACTION
ITEM
2C

Date: March 16, 2022

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/09/22

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RePET Inc. Inland Empire Brine Line Capacity Unit Sale

Executive Summary:

RePET Inc. (RePET) is an industry that recycles used plastic water bottles into plastic flakes to be used as a raw material for manufacturing of other plastic products and uses 100% recycled water in their plastic washing processes. RePET leases a property located at 14207 Monte Vista Avenue, Chino, CA 91710. On December 21, 2011, RePET purchased one (1) Inland Empire Brine Line (Brine Line) Capacity Unit and on December 19, 2012, RePET purchased one additional Brine Line Capacity Unit. RePET is expanding a process line and requesting the purchase of one (1) additional Brine Line Capacity Unit.

The IEUA Resolution No. 2021-6-4 and Ordinance No. 106 defines the manner in which RePET may obtain and utilize Capacity Rights through Agreement with IEUA and sets forth the provisions governing disposal of wastewater into the Brine Line. Staff has verified there is available pipeline capacity for this discharge and the requested amount will meet RePET's needs. The attached Capacity Right Agreement has been reviewed by IEUA's General Counsel.

Staff's Recommendation:

1. Approve the sale of one (1) Brine Line Capacity Unit to RePET for \$215,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the Agency's Non-Reclaimable Wastewater (NC) Fund will be increased by \$215,000 from the sale of one (1) IEBL Capacity Unit in FY 2021/22.

Prior Board Action:

On December 21, 2011, the Board of Directors approved the sale of one (1) Brine Line Capacity Unit to RePET. On December 19, 2012, the Board of Directors approved the sale of one (1) Brine Line Capacity Unit to RePET.

Environmental Determination:

Not Applicable

Business Goal:

The sale of one Capacity Unit to RePET is consistent with IEUA's Business Goal of Environmental Stewardship by meeting federal, state, and local pretreatment regulations, helping to ensure protection of the water recycling plants, and safeguarding public health and the environment.

Attachments:

Attachment 1 - Presentation

Attachment 2 - Capacity Right Agreement No. 4600003115



RePET Inc. Capacity Right Agreement

Branden Hodges

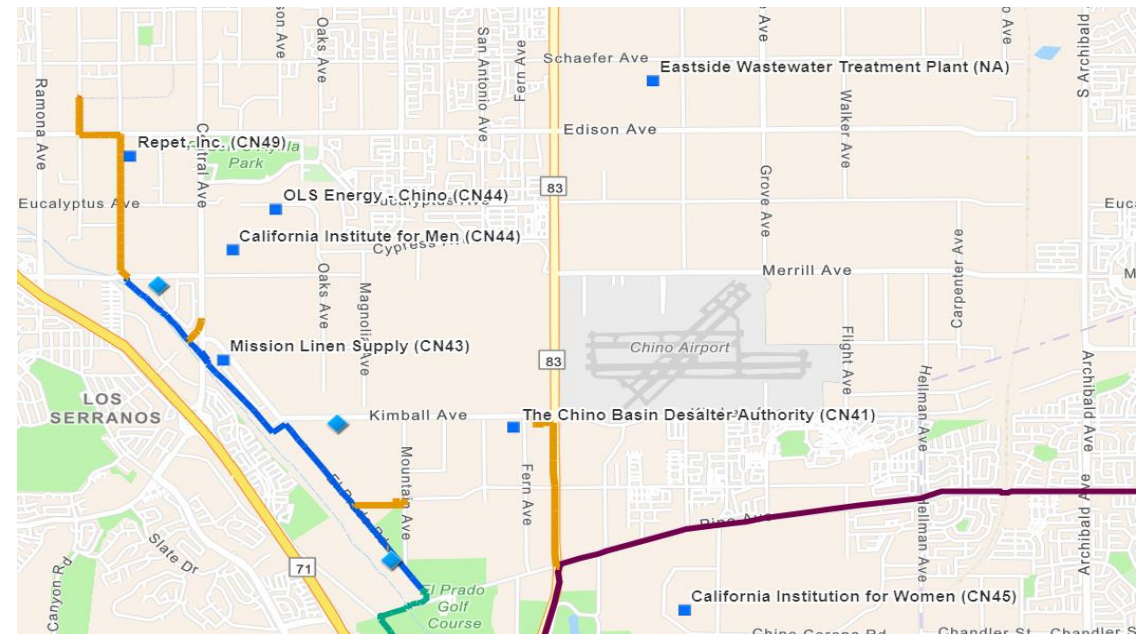
Environmental Resources Planner II

March 16, 2022

-
- Santa Ana River Watershed IRWM Region
SAWPA and Member Agencies**
- Brine Line**
- CRC
 - I
 - II
 - III
 - IV
 - IVA
 - IVB
 - IVD
 - IVE
 - V
- Notes:**
- EMWD = Eastern Municipal Water District
 - IEUA = Inland Empire Utilities Agency
 - OCWD = Orange County Water District
 - SBVMWD = San Bernardino Valley Municipal Water District
 - WMWD = Western Municipal Water District

RePET Inc. | Chino

- RePET Inc.
 - Current System:
 - Treats wastewater generated during plastics washing process
 - TSS, FOG and BOD
 - Capacity: 30 gallons per minute
 - Wastewater is currently discharged through direct connection to Brine Line
 - Proposed Facility Expansion
 - Capacity: 45 gallons per minute
 - Construction of an additional plastics recycling line
 - Construction of a new wastewater pretreatment facility
- RePET Inc. Request:
 - Purchase of one (1) capacity unit from the Brine Line



Recommendation

1. Approve the sale of one (1) Brine Line capacity unit to RePET Inc., for \$215,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

The sale of one Capacity Unit to RePET is consistent with IEUA's Business Goal of Environmental Stewardship by meeting federal, state, and local pretreatment regulations, helping to ensure protection of the water recycling plants, and safeguarding public health and the environment.

CAPACITY RIGHT AGREEMENT
Agreement No. 4600003115

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, between Inland Empire Utilities Agency, a Municipal Water District, hereinafter called “the Agency”, and RePET, Inc., hereinafter referred to as “User”.

WHEREAS, the Agency owns and operates a system of pipelines for disposal of non-reclaimable and industrial wastewater, hereinafter called “Disposal System”; and

WHEREAS, the Agency’s Board of Directors has adopted Resolution No. 2021-6-4 and Ordinance No. 106, which ordains the manner in which a person may obtain and utilize Capacity Rights through Agreement with the Agency and sets forth provisions governing disposal of wastewater into the Disposal System. As used herein, Resolution No. 2021-6-4 and Ordinance No. 106 includes any amendments or successor Resolutions or Ordinances thereto; and

WHEREAS, User operates a plastics processing industry that recycles post-consumer PET plastics from water bottles into plastic flakes to be used as raw material for manufacturing of other plastic products utilizing recycled water in their plastic washing processes, located in the City of Chino, CA, identified on the attached (Exhibit A) Assessor Parcel Map APN: 1021-391-23-0000 of the County of San Bernardino, State of California; and

WHEREAS, User currently owns a Capacity Right of two (2) Capacity Units in the Disposal System and has the qualified right to discharge at a maximum instantaneous discharge rate not to exceed 30 gallons per minute (Capacity Agreement No. 4600001125 dated 12/21/2011 and Capacity Agreement No. 4600001353 dated 12/19/2012); and

WHEREAS, User has reviewed Resolution No. 2021-6-4 and Ordinance No. 106 and, pursuant to the terms and conditions, desires to purchase one (1) additional capacity unit to secure the right to dispose of the plastic washing wastewater to the Disposal System.

NOW, THEREFORE, IT IS AGREED between the Agency and User as follows:

1. INCORPORATION OF RESOLUTION AND ORDINANCE. Resolution No. 2021-6-4 and Ordinance No. 106, adopted by the Agency on February 21, 2018, and amended from time to time thereafter, are incorporated as part of this Agreement as set forth in full.
2. COMPLIANCE WITH RESOLUTION AND ORDINANCE. User agrees to discharge only such wastes that are acceptable to the Agency and shall comply with all provisions of Resolution No. 2021-6-4 and Ordinance No. 106 and any amendments thereto.

3. **APPLICABLE REAL PROPERTY.** The Capacity Right herein agreed upon applies to the real property described in Exhibit “A” attached and made a part hereof. User shall not convey title to said Capacity Right, sublet or rent the use of said Capacity Right or, in any manner, permit the use of said Capacity Right by others to the extent authorized herein.
4. **CAPACITY CHARGE AND CAPACITY RIGHT.** User, in consideration of this Agreement, agrees to pay the Agency the sum of Two Hundred and Fifteen Thousand dollars (\$215,000) for the one (1) additional Capacity Unit. The Agency, in consideration of User’s request, agrees to provide User three (3) Capacity Units and the qualified right to discharge a quantitative maximum discharge limit not to exceed forty-five (45) gallons per minute.
5. **SERVICE CHARGE.** User, in consideration of this Agreement, agrees to pay the Agency the applicable monthly wastewater service charge including, but not limited to, the volumetric, capacity and strength charge, capital improvement program charge, operation and maintenance charge, and administrative charge if applicable, as established and required by the Agency’s resolution or amendment to Resolution No. 2021-6-4 and Ordinance No. 106 which is adopted from time to time by the Agency’s Board of Directors. The Agency shall invoice User directly for these charges.
6. **INDEMNIFICATION.** Agency shall indemnify, defend, and hold User, its officials, officers, and employees harmless from and against any and all actions, claims, damages, expenses, and liability arising out of the acts or omissions of Agency in the performance of its obligations under this Agreement. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

User shall indemnify, defend, and hold Agency, its officials, officers, and employees harmless from and against any and all actions, claims, damages, expenses, and liability arising out of the acts or omissions of User in the performance of its obligations under this Agreement. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

IN WITNESS THEREOF, the Agency and User have executed this Agreement on the date first above written.

Inland Empire Utilities Agency (“the Agency”)

By/Signature: _____

Name: Shivaji Deshmukh P.E.

Title: General Manager

Agreement No. 4600003115

RePET Inc.

Capacity Right Agreement 3/16/2022

RePET Inc. (“User”)

By/Signature: _____

Name: Thomas Yen

Title: Chief Executive Officer

INFORMATION
ITEM
3A

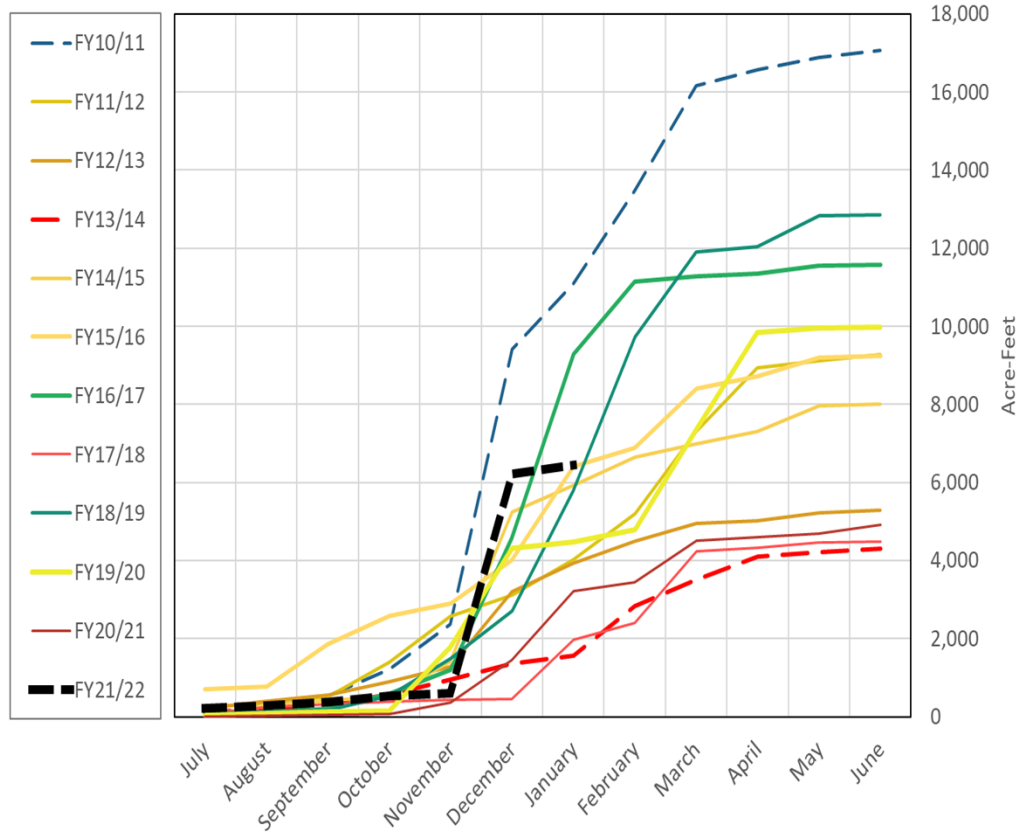


Recycled Water Groundwater Recharge Update

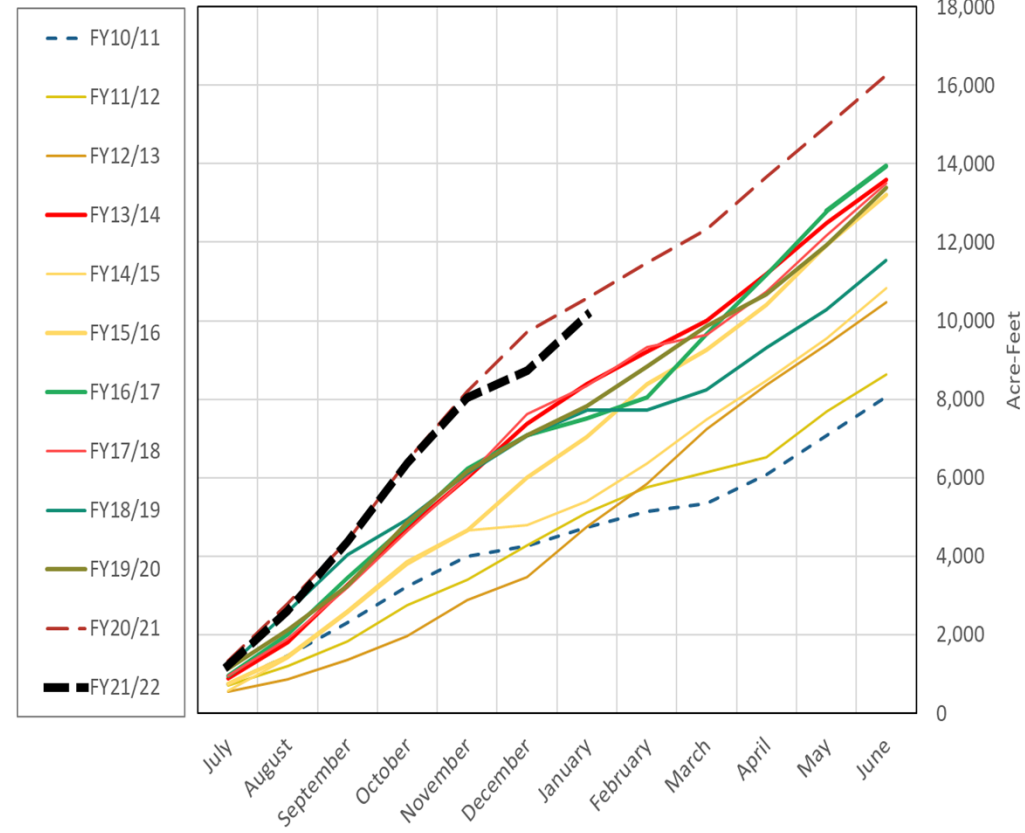
Andy Campbell, PG, CHG
GWR Coordinator/Hydrogeologist
March 2022

Accumulated Monthly Recharge By Source

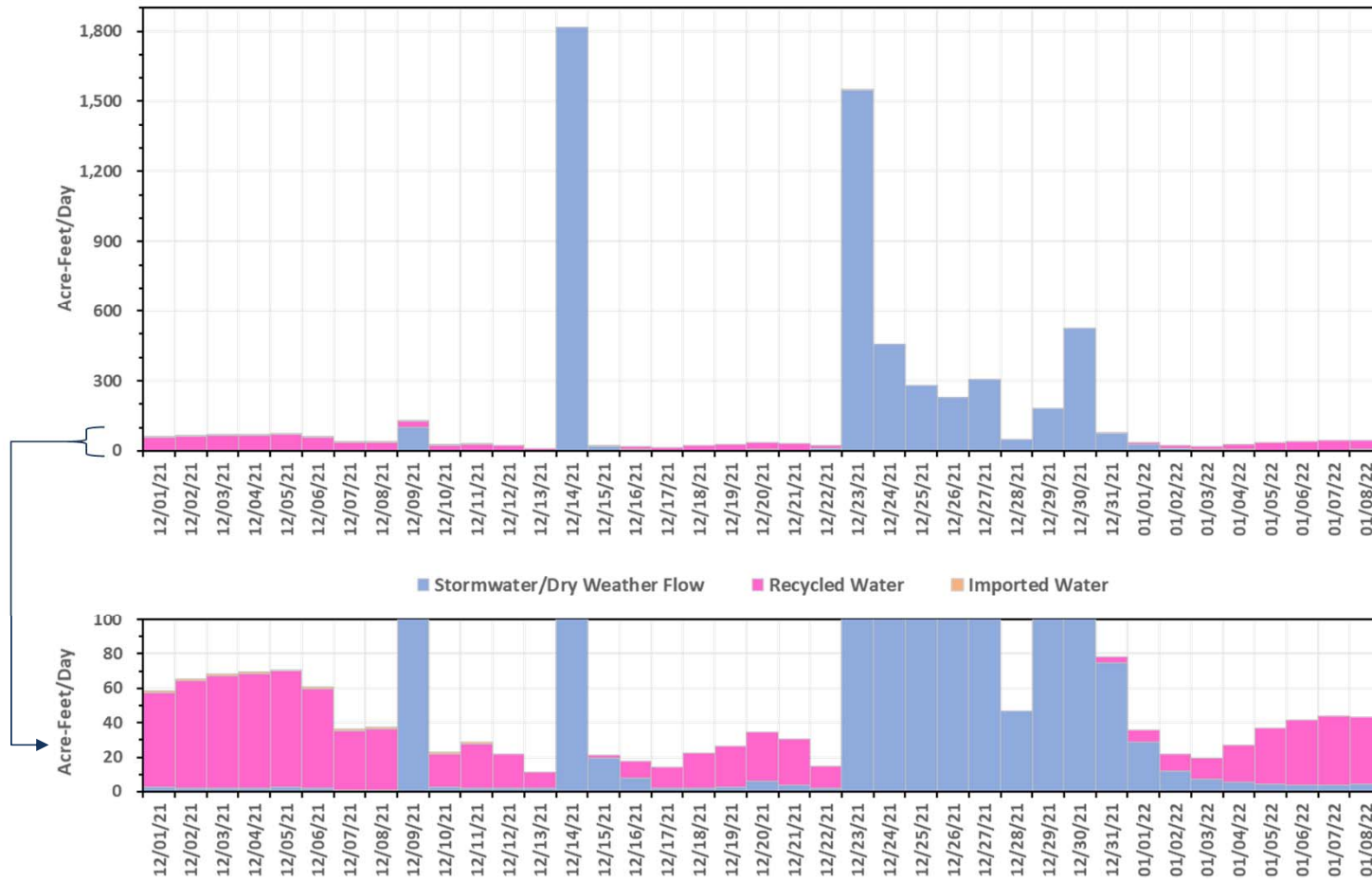
Stormwater



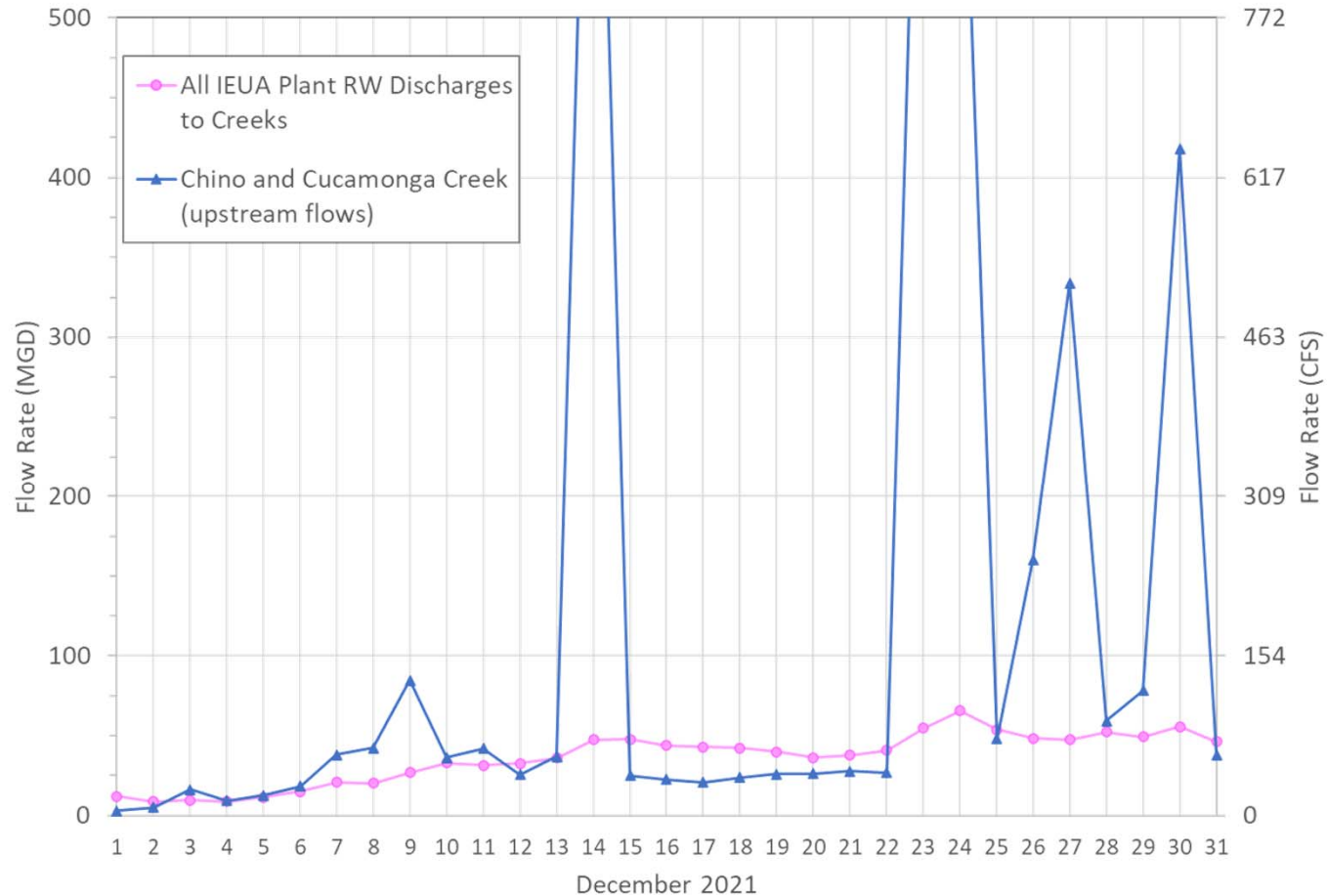
Recycled Water



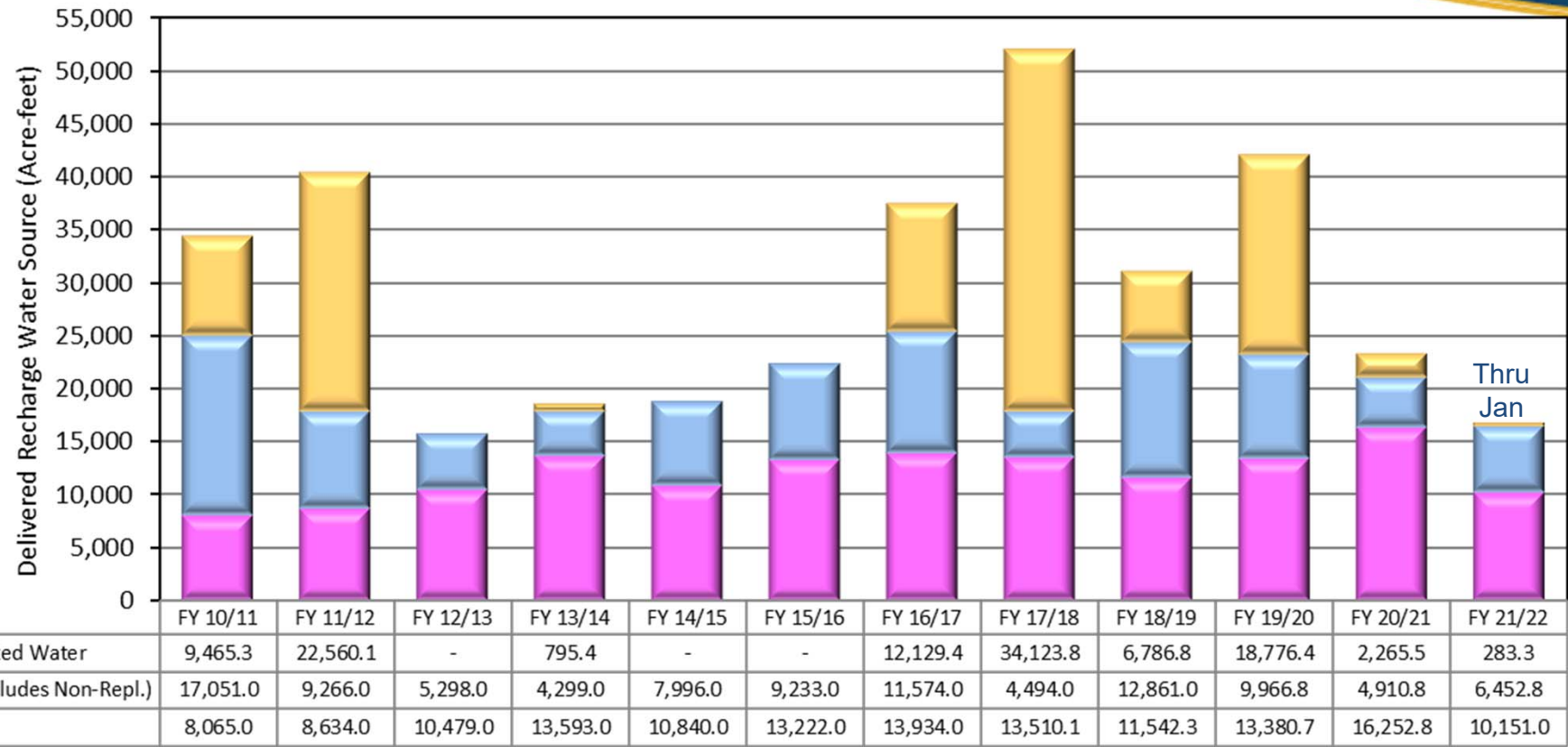
Daily December Recharge Capture



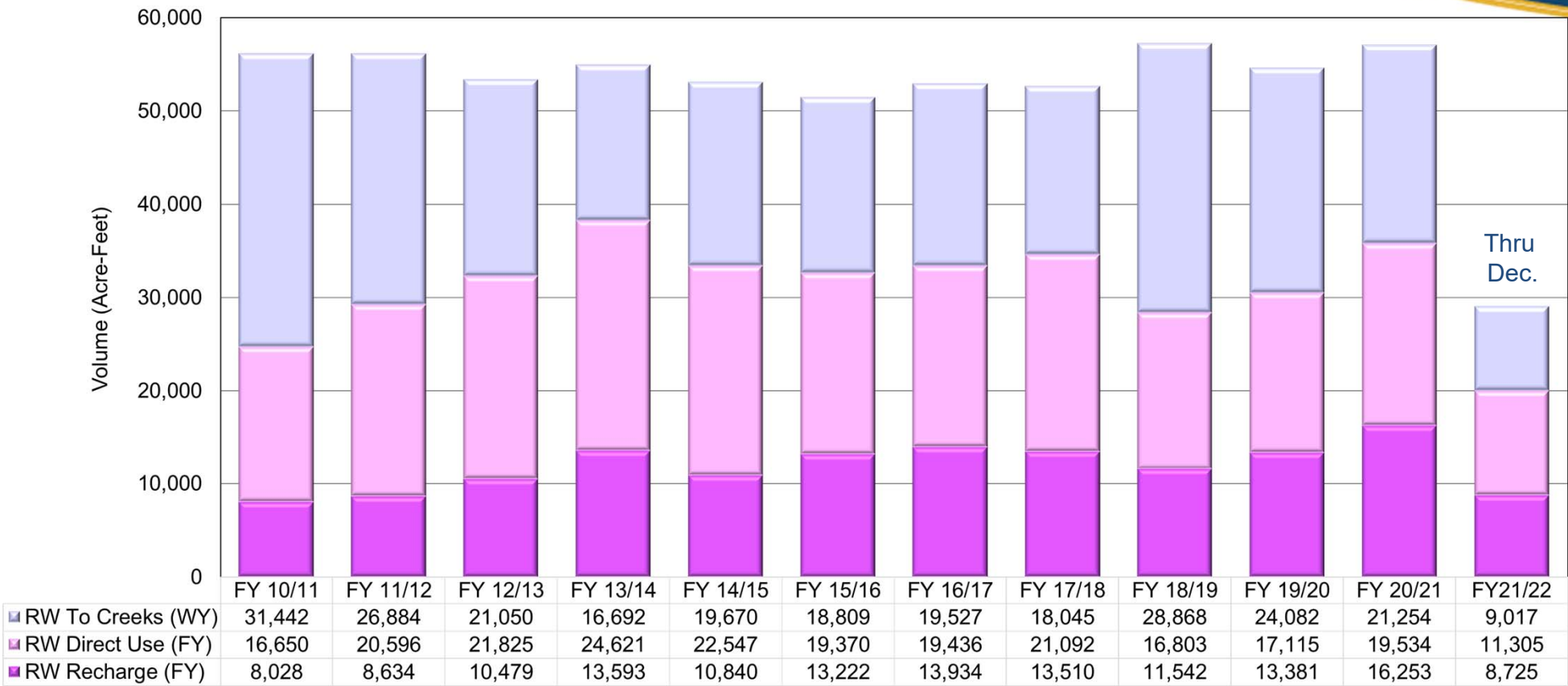
All IEUA Creek Discharge vs Chino & Cucamonga Creek Flows



Groundwater Recharge Annual History



Recycled Water (RW) Deliveries



Upcoming Recharge Activities

- 2022 - Watermaster Replenishment Obligation 2,077 AF
- March - San Sevaine 3 Vegetation Cleaning
- Spring - RMPU Project Operation - RP3 and Lower Day
- Spring - Infiltration Restoration - RP3, Brooks, Banana
- Spring - Non-GWR Basin Fill Removal - Magnolia Channel Basin



INFORMATION
ITEM
3B



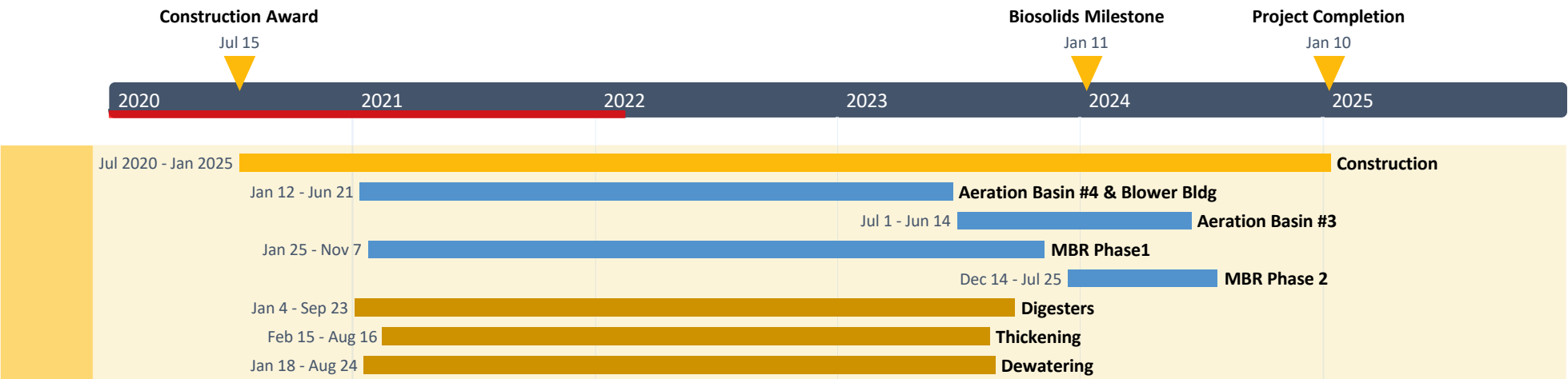
RP-5 Expansion Project Update:

March 2022
Project Nos. EN19001 and EN19006

Brian Wilson, P.E.
Senior Engineer
March 2022

RP-5: Project Status

Day 593 of 1640 = 36%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$331,193,622	\$6,8790,186	\$117,378,258	36%
Designer	Parsons	\$33,670,711	\$331,870	\$29,590,812	88%
Construction Management	Arcadis	\$21,125,523	\$381,138	\$6,550,868	31%

Data date: 2/28/2021

RP-5: Major Activity Areas

Construction Staff

- WML Craft: 193
- WML Project: 34
- IEUA & CM: 15
- Total: 242



RP-5: Major Activities



Influent Pump Station



Primary Clarifiers

RP-5: Major Activities



Emergency Overflow Pond Pump Station

RP-5: Major Activities

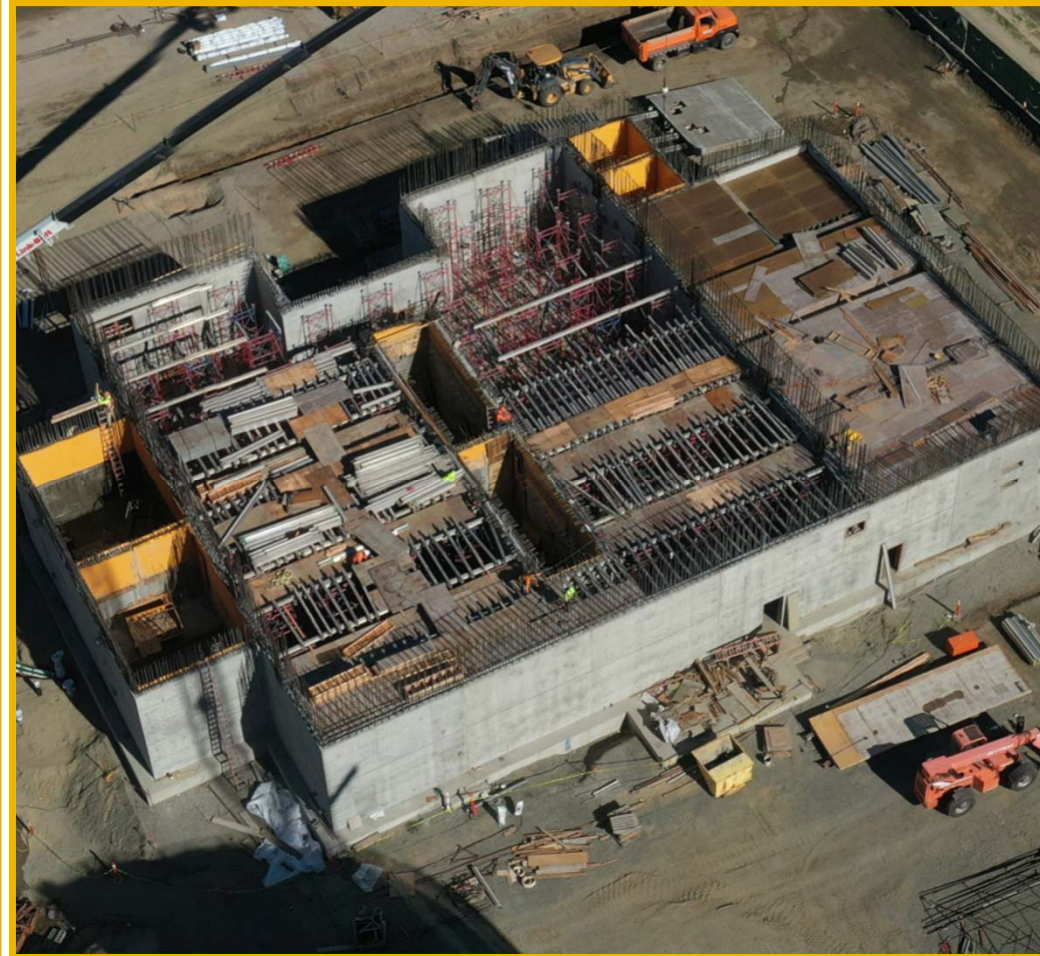


Membrane Bioreactor (MBR) Phase 1

RP-5: Major Activities



Acid Phase Digester



Thickening Building

RP-5: Major Activities



Gas Phase Digesters

RP-5: Major Activities



Dewatering Building

RP-5: Major Activities

February 8th

- Break/Offline: 1:20pm
- Repaired: 2:45pm
- Online: 3:00pm
- Stable: 3:45pm
- Temporary out of compliance bypass system worked



Sodium Hypochlorite Line Break

RP-5: Major Activities

February 9th

- Break/Offline: 8:20 am
 - 6" PVC pipe ~ 6' deep
 - Adjacent to trench 16' deep
 - No personal in trench at time
- Isolated: 8:45 am
- No plant interruption
- Water contained onsite



6" Water Line Break



Questions?

INFORMATION
ITEM
3C

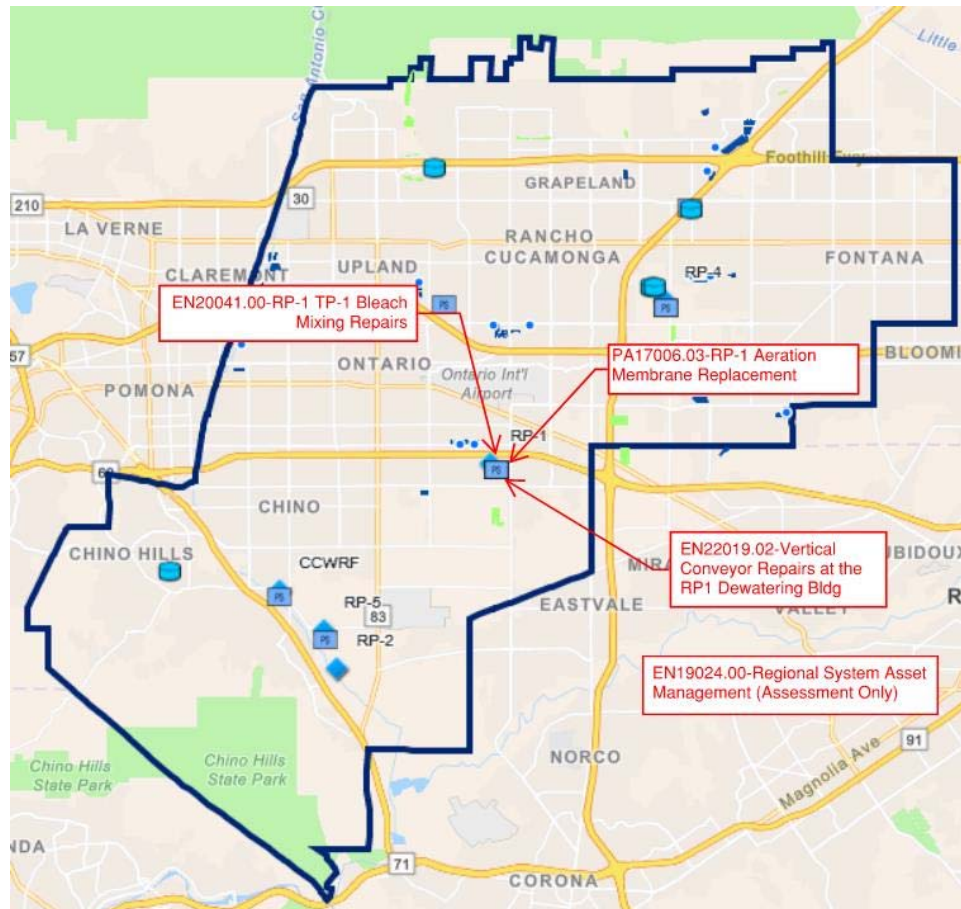


Engineering and Construction Management Project Updates

Jason Marseilles, P.E.

Manager of Engineering & Construction Management

March 2022



Project Location Map

Collection System Asset Management

Project Goal: Maintain Existing Assets



Total Project Budget: \$4.5 M

Project Completion: September 2022

Condition Assessment Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Condition Assessment	CDM Smith	\$2.9 M	2.68%
Project Management Team			
Project Manager:		Ignacio, Joel	
Assistant/Associate Engineer:		Ward, Ryan	
Administrative Assistant:		GK & Associates	
Inspector:		GK & Associates	

RP-1 Dewatering Building Vertical Conveyor Repairs

Project Goal: Repair Both Vertical Conveyors

Total Project Budget: \$500k

Project Completion: March 2022

Construction Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Construction	Schwing Biojet Inc.	\$75k	0%
Project Management Team			
Project Manager:	Ignacio, Joel		
Assistant/Associate Engineer:	Escobar, Alejandro		
Administrative Assistant:	Guthrie, Rosalind		
Inspector:	TBD		



RP-1 TP-1 Bleach Mixing Repairs

Project Goal: Improve Performance and Efficiency



Bleach Lines

Total Project Budget: \$680k
Project Completion: March 2022
Construction Percent Complete: 95%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	GHD	\$95k	0%
Construction (Current)	WA Rasic	\$346k	-17%
Project Management Team			
Project Manager:		Zughbi, Jamal	
Assistant/Associate Engineer:		Ferrer, Karen	
Administrative Assistant:		Wood Environmental	
Inspector:		Jones, Nick	

RP-1 Aeration Membrane Replacement

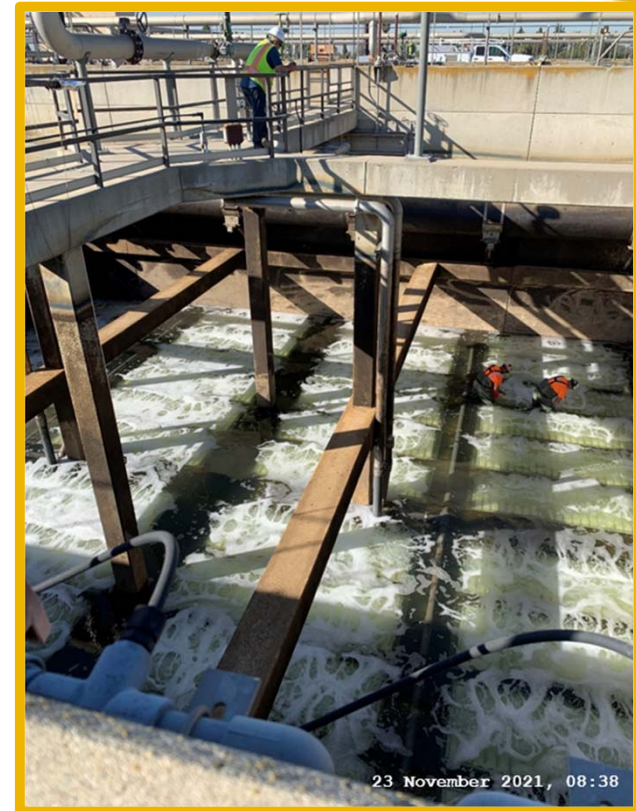
Project Goal: Extend Asset Life

Total Project Budget: \$2.9 M

Project Completion: August 2022

Construction Percent Complete: 60%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-House	\$0	0%
Construction (Current)	JF Shea	\$1.7 M	1.51%
Project Management Team			
Project Manager:		Spears, James	
Assistant/Associate Engineer:		Salazar, Victoria	
Administrative Assistant:		Wallace & Associates	
Inspector:		Carollo	



Testing of newly installed aeration membranes in
RP-1 Train 4