

AGENDA FINANCE AND ADMINISTRATION COMMITTEE MEETING OF THE BOARD OF DIRECTORS INLAND EMPIRE UTILITIES AGENCY*

WEDNESDAY, APRIL 13, 2022 11:00 A.M.

INLAND EMPIRE UTILITIES AGENCY*
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 809 178 499#

PURSUANT TO AB361 AND RESOLUTION NO. 2022-4-7, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON APRIL 6, 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 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 March 9, 2022 Finance and Administration Committee meeting.

B. REPORT ON GENERAL DISBURSEMENTS

Staff recommends that the Committee/Board approve the total disbursements for the month of February 2022, in the amount of \$26,230,056.38.

C. <u>RP-1 EAST INFLUENT GATE REPLACEMENT CONSTRUCTION</u> CONTRACT AWARD

Staff recommends that the Committee/Board:

- 1. Award a construction contract for the RP-1 East Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000:
- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project No. EN21042, in the amount of \$175,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

D. <u>RP-1 SOLIDS HOT WATER LOOP REPLACEMENT AMENDED</u> <u>CHANGE ORDER</u>

Staff recommends that the Committee/Board:

- 1. Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);
- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.

2. ACTION ITEMS

A. <u>ADOPTION OF RESOLUTION NO. 2022-4-8 TO UPDATE THE</u> AGENCY'S INVESTMENT POLICY

Staff recommends that the Committee/Board adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.

B. <u>FISCAL YEAR 2020/21 SINGLE AUDIT</u>

Staff recommends that the Committee/Board:

- Approve the Single Audit Report for fiscal year ended June 30, 2021;
 and
- 2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

C. RP-1 DISINFECTION IMPROVEMENTS CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

- Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions, in the amount of \$8,575,000;
- 2. Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;
- 3. Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and
- 4. Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

D. <u>RP-5 SOLIDS HANDLING FACILITY FUTURE USES CONSULTANT CONTRACT AMENDMENT</u>

Staff recommends that the Committee/Board:

1. Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future Uses RFP, Project No. EN20034.3, to GHD Inc. for a not-to-exceed amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase);

Finance and Administration Committee April 13, 2022 Page 4

- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.

3. <u>INFORMATION ITEMS</u>

A. <u>FISCAL YEAR 2022/23 PROPOSED BUDGET AMENDMENT FOR REGIONAL WASTEWATER AND RECYCLED WATER PROGRAMS</u> (WRITTEN/POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

- B. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)
- 4. **GENERAL MANAGER'S COMMENTS**
- 5. COMMITTEE MEMBER COMMENTS
- 6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

<u>ADJOURN</u>

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 FINANCE AND ADMINISTRATION COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, MARCH 9, 2022 11:00 A.M.

COMMITTEE MEMBERS PRESENT

Marco Tule, Director

COMMITTEE MEMBERS PRESENT via Video/Teleconference

Paul Hofer, Chair

STAFF PRESENT

Shivaji Deshmukh, P.E., General Manager Christiana Daisy, P.E., Deputy General Manager Denise Garzaro, Board Secretary/Office Manager Wilson To, Technology Specialist II

STAFF PRESENT via Video/Teleconference

Javier Chagoyen-Lazaro, Acting Assistant General Manager Deborah Berry, Controller Jerry Burke, Director of Engineering Pietro Cambiaso, Acting Director of Planning & Resources Julianne Frabizio, Engineering Consultant Warren Green, Manager of Contracts & Procurement Don Hamlett, Director of Information Technology Jennifer Hy-Luk, Administrative Assistant II Randy Lee, Director of Operations & Maintenance Alex Lopez, Acting Budget Officer Bonnie Marseilles, Administrative Assistant II Jason Marseilles, Manager of Engineering Cathleen Pieroni, Senior Policy Advisor Matthew Poeske, P.E., Senior Engineer Jeanina Romero, Executive Assistant Sandra Salazar, E.I.T, Associate Engineer James Spears, Senior Engineer Travis Sprague, Principal Engineer Teresa Velarde, Manager of Internal Audit

CALL TO ORDER

Committee Chair Paul Hofer called the meeting to order at 11:07 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 - 1D. CONSENT ITEMS

The Committee:

- ◆ Approved Minutes of the January 12, 2022 Finance and Administration Committee meeting.
- Recommended that the Board approve the total disbursements for the month of January 2022, in the amount of \$25,376,599.76;
- and
 - 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;

and

- 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;

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

2A - 2C. ACTION ITEMS

The Committee:

- ♦ Recommended that the Board:
 - 1. Approve the award of a contract to MPS/National Business Investigations, Inc. to provide Agency-wide Security Guard Services for a total contract price not-to-exceed amount of \$1,400,000 over five years; and
 - 2. Authorize the General Manager to execute the service contract, subject to non-substantive changes;

and

- 1. Adopt Resolution No. 2022-3-3, authorizing the WIFIA Loan Agreement between the Agency, the CBRFA, and the EPA to finance a portion of the Program for a not-to-exceed amount of \$120,000,000, excluding interest and other related costs, effective March 23, 2022, and a final maturity of November 1, 2060;
- 2. Approve the WIFIA Installment Purchase Agreement between the CBRFA and the Agency for the acquisition of the WIFIA portion of the Program, and other related substantially final drafts of the financing documents that have been prepared; and
- 3. Authorize the General Manager to execute such documents, subject to non-substantive changes;

and

- 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;
- 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;

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

3A - 3B. INFORMATION ITEMS

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

- Fiscal Year 2021/22 Second Quarter Budget Variance, Performance Goal Updates, and Budget Transfers
- ♦ Treasurer's Report of Financial Affairs

4. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh reported that this week, the laboratory is undergoing an onsite assessment, which is a biennial requirement for continued state accreditation. As per the new regulations, the laboratory is equipped with sophisticated technologies and must have the assessment performed by one of the four Environmental Laboratory Accreditation Program (ELAP) approved third-party providers. After careful consideration, IEUA chose IAS, International Accreditation Service, to perform the assessment which will include an evaluation of the analytical methods the Agency is accredited for, instrumentation and equipment requirements, compliance with laws and regulations, and the lab's quality systems.

Finance and Administration Committee March 9, 2022 Page 4

5. COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requested future agenda items.

ADJOURNMENT

With no further business, Committee Chair Hofer adjourned the meeting at 11:51 a.m.

Respectfully submitted,

Denise Garzaro Board Secretary/Office Manager

*A Municipal Water District

APPROVED: APRIL 13, 2022

CONSENT ITEM 1B



Date: April 20, 2022

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

Committee: Finance & Administration 04/13/22

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Report on General Disbursements

Executive Summary:

Total disbursements for the month of February 2022 were \$26,230,056.38. Disbursement activity included check payments of \$1,412,401.88 to vendors and \$6,608.80 for worker's compensation related costs. Electronic payments included the Automated Clearing House (ACH) of \$18,644,273.90 and wire transfers (excluding payroll) of 4,509,642.49. The total payroll was \$1,649,865.08 for employees and \$7,264.23 for the Board of Directors.

Staff's Recommendation:

Approve the total disbursements for the month of February 2022 in the amount of \$26,230,056.38.

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

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On March 16, 2022 the Board of Directors approved the January 2022 Report on General Disbursements totaling \$25,376,599.76.

Environmental Determination:

Not Applicable

Business Goal:

The report on general disbursements is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for general disbursements associated with operating requirements.

Attachments:

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

Attachment 3 - PowerPoint

Board-Rec No.: 22096



Background

Subject: Report on General Disbursements

Table 1 summarizes the disbursements detailed in each of the six attachments affixed to this letter. Table 2 lists the disbursements in excess of an aggregated \$500,000 per vendor and is presented in largest to smallest dollar value.

Table 1: Disbursement Details

Attachment	Payment Type	Amount					
2A	Vendor Checks	\$ 1,412,401.88					
2B	Workers' Comp Checks	\$ 6,608.80					
2C	Vendor ACHs	\$ 18,644,273.90					
2D	Vendor Wires (excludes Payroll)	\$ 4,509,642.49					
2E	Payroll-Net Pay-Directors	\$ 7,264.23					
2F	Payroll-Net Pay-Employees	\$ 1,649,865.08					
	Total Disbursements						

Table 2: Disbursements in Excess of \$500,000 per Vendor

Vendor	Amount	Description
WM LYLES COMPANY	\$ 8,676,447.30	Professional Svc's for EN17110-RP-4 Process Improvements; EN18006 RP-1 Flare Improvements; EN19001- RP-5 Expansion to 30 mgd; EN19006- RP-5 Biosolids Facility.
MWD	\$ 3,032,573.90	December 2021 Water Purchases
STATE WATER RESOURCES CONTROL BOARD	\$ 2,493,894.92	SRF Loan Pymt #10 C065327-110 SRF Loan Pymt #03 C067885-110
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY	\$ 1,289,626.52	10/21 - 12/21 RP1 & RP2 Biosolids
SO CALIF EDISON	\$ 748,658.72	12/28/21 – 02/15/22 Electricity
INTERNAL REVENUE SERVICE	\$ 708,753.97	PP#03, #04, #203; Dir PP# 02 Taxes
CUCAMONGA VALLEY WATER DISTRICT	\$ 589,380.70	Refund 07/21-09/21 Cutomer Overpayment
CAROLLO ENGINEERS	\$ 564,260.02	Professional Svc's for EN 17043 RP4 Primary Clarifer Rehab; EN24001 RP1 Liquid Trtmnt Capacity Recovery; EN24002 RP1 Solids Trrtmnt Exp; RW15003 Recharge Master Plan Projects; WR21031 Recycled Water Rate Study.
PERS	\$ 517,584.73	02/22 Health Ins; P/R 03 Def Comp; Admin Fees 20/21
CDM SMITH	\$ 514,020.69	Professional Svc's for EN17006 CCWRF Asset Mgmt Imprv; EN19024 Collection System Asset Mgmt Assessment

Attachment 2A

Vendor Checks

Inland Empire Util.Agency Chino, CA Company code 1000

Check Register CBB Disbursement Account -Feb'22

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ONTARIO CA 917610000

Bank CBB CITIZENS BUSINESS BANK

Bank Key Acct number

122234149

CHECK 231167641

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
234893	2200119790	02/03/2022	USD	384.08	AIRGAS WEST INC PASADENA CA	02/07/2022
234894	2200119802	02/03/2022	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS IX	02/14/2022
234895	2200119788	02/03/2022	USD	310.26	BRENNER-FIEDLER & ASSOCIATES IRIVERSIDE CA	02/08/2022
234896	2200119792	02/03/2022	USD	1,435.80	CINIAS CORPORATION ONIARIO CA	02/10/2022
234897	2200119799	02/03/2022	USD	7,200.00	CIPO CLOUD SOFTWARE INC CORONA CA	02/08/2022
234898	2200119798	02/03/2022	USD	22,734.76	DENALI WATER SOLUTIONS LLC SAN BERNARDINO CA	02/10/202
234899	2200119805	02/03/2022	USD	2,620.70	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	02/10/202
234900	2200119800	02/03/2022	USD	8,154.44	FLYERS ENERGY LLC AUBURN CA	02/10/2022
234901	2200119794	02/03/2022	USD	1,560.28	IDEXX DISTRIBUTION INC WESTBROOK ME	02/09/2022
234902	2200119803	02/03/2022	USD	165.42	PERS LONG TERM CARE PROGRAM PASADENA CA	02/09/2022
234903	2200119795	02/03/2022	USD	176.30	QUINN COMPANY CITY OF INDUSTRY CA	02/09/2022
234904	2200119797	02/03/2022	USD	60,536.67	RINCON CONSULTANTS INC VENTURA CA	02/08/2022
234905		02/03/2022		362.63	SCP SCIENCE BAIE D'URFE QC	02/22/2022
234906	2200119791	02/03/2022	USD	65.12	SOUTH COAST AOMD DIAMOND BAR CA	
234907		02/03/2022		850.00	STUMP FENCE CO GLENDORA CA	02/11/2022
234908	?	02/03/2022	: :	3,278.50	SULZER ELECTRO-MECHANICAL SERVCOLITON CA	02/11/2022
234909		02/03/2022		1,653.69	VWR INTERNATIONAL LLC RADNOR PA	02/09/2022
234910	!	02/03/2022	: :	*	WILCO LIFE INSURANCE COMPANY CHARLOTTE NC	02/28/2022
234911		02/10/2022	1 !	52.80	AIRGAS WEST INC PASADENA CA	02/15/2022
234912	!	02/10/2022	: :		BRAX COMPANY INC VALLEY CENTER CA	02/16/2022
234913		02/10/2022	!!		CALIF DEPT OF FISH AND WILDLIFONTARIO CA	02/18/202
234914		02/10/2022			CALIF DEPT OF FISH AND WILDLIFONTARIO CA	02/28/202
234915		02/10/2022			CINTAS CORPORATION ONTARIO CA	02/22/2022
234916		02/10/2022			CUCAMONGA VALLEY WATER DISTRICRANCHO CUCAMONGA CA	02/17/2022
234917		02/10/2022		,	DENALI WATER SOLUTIONS ILC SAN BERNARDINO CA	02/18/2022
234918	!	02/10/2022	: 1		EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	02/15/2022
234919		02/10/2022		*	FRANCHISE TAX BOARD SACRAMENTO CA	02/24/2022
234920		02/10/2022			FRONTIER COMMUNICATIONS CORP CINCINNATI OH	02/22/2022
234921		02/10/2022		,	MIELE INC PRINCETON NJ	02/22/2022
234922		02/10/2022		*	RINCON CONSULTANTS INC VENTURA CA	02/15/2022
234923		02/10/2022			SAGE GROUP TECHNOLOGIES, INC HAZLET NJ	02/16/2022
234924		02/10/2022			SKALAR INC BUFORD GA	02/18/2022
234925		02/10/2022	! !		SOUTHWEST MEMBRANE OPERATOR ASSTUART FL	02/17/2022
234926		02/10/2022			STATE WATER RESOURCES CNIRL BORIVERSIDE CA	03/17/2022
234927		02/10/2022			SUMMIT SAFETY LLC BROOKSVILLE FL	02/15/2022
234928		02/10/2022		,	THREE VALLEYS MWD CLAREMONT CA	02/22/2022
234929		02/10/2022			TONY PAINTING GARDEN GROVE CA	02/18/2022
234930		02/10/2022	!!	,	TRANSCAT INC ROCHESTER NY	02/16/2022
234931		02/10/2022			VERIZON WIRELESS DALLAS TX	02/23/2022
234932		02/10/2022		,	WORLDWIDE EXPRESS PASADENA CA	02/14/2022
234933		02/17/2022			BURRIEC WASTE INDUSTRIES INC FONTANA CA	02/23/2022
234934		02/17/2022		-,	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	02/28/2022
234935		02/17/2022			CITY OF CHINO CHINO CA	02/24/2022
234936	2200120007				CUCAMONGA VALLEY WATER DISTRICLOS ANGELES CA	02/23/2022

Inland Empire Util.Agency Chino, CA Company code 1000

Check Register CBB Disbursement Account -Feb 22

User:

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ONTARIO CA 917610000

	Bank	CBB	CITIZENS BUSINESS BANK
	Bank Key	122234149	
- 2	Acct number	CHECK	231167641

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./voi
234937	2200120006	02/17/2022	USD	2,564.16	FLYERS ENERGY LLC AUBURN CA	02/24/202
234938	2200120009	02/17/2022	USD	712.93	FONTANA WATER COMPANY FONTANA CA	02/24/202
234939	2200120012	02/17/2022	USD	4,891.16	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	02/28/202
234940	2200119999	02/17/2022	USD	1,103.63	MIELE INC PRINCETON NJ	02/24/202
234941	2200120004	02/17/2022	USD	1,595.06	PSA PRINT GROUP RANCHO CUCAMONGA CA	02/23/202
234942	2200119994	02/17/2022	USD	93.71	RBM LOCK & KEY ONTARIO CA	02/24/202
234943	2200119998	02/17/2022	USD	11,443.54	SIERRA INSTRUMENTS INC MONIEREY CA	02/24/202
234944	2200120003	02/17/2022	USD	380.00	THE SHREDDERS COMMERCE CA	03/01/202
234945	2200119995	02/17/2022	USD	947.00	TRENCH SHORING CO LOS ANGELES CA	02/24/202
234946	2200120000	02/17/2022	USD	31,000.88	U S BANK ST LOUIS MO	02/25/202
234947	2200120001	02/17/2022	USD	574.56	UNIMEASURE INC CORVALLIS OR	02/23/202
234948	2200120002	02/17/2022	USD	4,912.00	VARIGREEN MECHANICAL SERVICES CERRITOS CA	03/04/202
234949	2200120010	02/17/2022	USD	936.54	VERIZON BUSINESS ALBANY NY	02/23/202
234950	2200120005	02/17/2022	USD	4,875.00	WELLINGTON LABORATORIES LLC OVERLAND PARK KS	03/01/202
234951	2200119996	02/17/2022	USD	5,103.51	WM CORPORATE SERVICES INC LOS ANGELES CA	02/25/202
234952		02/24/2022		352.32	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	03/01/202
234953	2200120187	02/24/2022	USD	5,887.18	BANK OF AMERICA, N.A. CHARLOTTE NC	02/28/202
234954	2200120189	02/24/2022	USD	15,021.33	CALIFORNIA WATER EFFICIENCY SACRAMENTO CA	03/04/202
234955		02/24/2022		120,590.62	CHARLES KING COMPANY INC SIGNAL HILL CA	03/02/202
234956		02/24/2022		17,642.14	CINTAS CORPORATION ONTARIO CA	03/02/202
234957	2200120178	02/24/2022	USD	4,007.84	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	03/07/202
234958		02/24/2022		265.85	CITY OF CHINO CHINO CA	03/02/202
234959	2200120191	02/24/2022	USD	92,729.40	DENALI WATER SOLUTIONS LLC SAN BERNARDINO CA	03/02/202
234960	2200120177	02/24/2022	USD	1,247.23	ENVIRONMENTAL EXPRESS CHARLESTON SC	
234961		02/24/2022		81.50	FRANCHISE TAX BOARD SACRAMENTO CA	03/09/202
234962	2200120195	02/24/2022	USD	1,048.20	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	03/07/202
234963	2200120180	02/24/2022	USD	14,990.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	03/07/202
234964		02/24/2022			NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	03/02/202
234965		02/24/2022			ONTARIO MUNICIPAL UTILITIES COONTARIO CA	03/01/202
234966		02/24/2022		4,453.17	ORACLE AMERICA INC SAN FRANCISCO CA	02/28/202
234967		02/24/2022		•	QUADIENT LEASING USA INC MILFORD CT	03/07/202
234968		02/24/2022			RADWELL INTERNATIONAL INC WILLINGBORO NJ	03/04/202
234969		02/24/2022			RAINBOW BOLT & SUPPLY RIVERSIDE CA	03/01/202
234970		02/24/2022			SPECIFIC SYSTEMS LLC TULSA OK	03/02/202
234971		02/24/2022		•	THARSOS INC LA MESA CA	03/03/202
234972		02/24/2022		,	voided by SHEATH - Printed incorrectly	02/24/202
234973		02/24/2022	USD	1,571.81	WORLDWIDE EXPRESS PASADENA CA	02/28/202
Payment method Check		-	USD	1,412,401.88		

Total of all entries

Check Register CBB Disbursement Account -Feb'22

User:

03/30/2022 / 14:46:24 CCAMPBEL

Page:

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
sk sk			USD	1,412,401.88		

Attachment 2B

Workers' Comp Checks

Inland Empire Util.Agency Chino, CA Company code 1000

Check Register CBB Workers Compensation Account-Feb'22

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Page: 1

Bank Bank Key	CBB 122234149	9	TIZENS BUSI	VESS BA	NK		ONTARIO CA	917610000
Acct number	WCOM2	233	1159290					
Checks created manua	ally							
Check number from t	o Pa	ayment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void
100021	22	200120894	02/02/2022	USD	154.62	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100022	22	200120895	02/02/2022	USD	55.50	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		ļ
100023	22	200120896	02/09/2022	USD	403.63	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100024	22	200120897	02/09/2022	USD	5,056.50	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		ļ
100025	22	200120898	02/09/2022	USD		SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100026	22	200120899	02/16/2022	USD	189.72	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		ļ
100027	22	200120900	02/16/2022	USD		SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS TN		
100028	22	200120901	02/16/2022	USD		SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100029	22	200120902	02/16/2022	USD	35.00	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100030			02/23/2022		69.62	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		ļ
100031			02/23/2022			SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
100032	2:	200120907	02/23/2022	USD	158.41	SEDGWICK CLAIMS MANAGEMENT SVOMEMPHIS IN		
* Payment method Chec	cks created	manually		USD	6,608.80			

Total of all entries

Check Register CBB Workers Compensation Account-Feb'22

03/30/2022 / 19:04:19 User: CCAMPBEL

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Page:

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	6,608.80		

Attachment 2C

Vendor ACHs

ACH US BANK VOYAGER FLEET SYSTEMS 12/21 Gasoline f/Agency Vehicles 8693150932152 13,595.28 **US BANK VOYAGER FLEET SYSTEMS \$ 13,595.28 **US BANK VOYAGER FLEET SYSTEMS \$ 13,595.28 **ACH CALIFORNIA WATER TECHNOLOGIES COWRP-18,050.52 Lbs Ferric Chloride Soluti 40314 5,544.62 RPJ-18,545.28 lbs Ferric Chloride Soluti 40344 5,544.62 RPJ-18,545.28 lbs Ferric Chloride Soluti 40344 5,701.67 6,164.48 lbs Ferric Chloride Soluti 40989 6,250.66 16,916.48 lbs Ferric Chloride Soluti 40810 5,736.10 RPZ-17,019.52 Lbs Ferric Chloride Soluti 40810 5,736.10 RPZ-17,019.52 Lbs Ferric Chloride Soluti 40815 5,600.03 PhilLfStn-18,337.28 Lbs Ferric Chloride 40243 5,787.52 PhilLfStn-18,337.28 Lbs Ferric Chloride 40244 5,7865.10 CALIFORNIA WATER TECHNOLOGIES \$ 46,234.03 **ACH FIREHAWK FIRE & SAFETY CALIFORNIA WATER TECHNOLOGIES \$ 46,234.03 **ACH FIREHAWK FIRE & SAFETY \$ 3,114.95 **FIREHAWK FIRE & SAFETY \$ 3,114.95 **ACH SO CALIF EDISON VCtrBsn/MWDCB11-12/18-1/19 Victoria St/B 0228789092 1/ 128.63 SBLfStn-12/16-1/17 13707 San Bernardino 8003058251 1/ 6,352.09 MWDTrnt15T-12/16-1/17 13707 San Bernardino 8003058251 1/ 6,352.09 MWDTrnt15T-12/16-1/17 132100 Banyan St 8004147332 1/ 39.82 MWDCB14/20-12/17-1/18 5752 East Ave/475 0478658163 1/ 166.64 BrksRWTmOt-12/16-1/17 4349 Orchard St 8002166155 1/ 29.21 1630EPmpStn-12/17-1/18 7420 1/2 East 800414233 1/ 32,805.58 MWDTrnt18-12/17-1/18 13400 Betty Ross Ct 8000136547 1/ 37.85 1/WLn-12/17-1/18 13400 Betty Ross Ct 8000136547 1/ 37.85 1/WLn-12/17-1/18 13400 Betty Ross Ct 8000136547 1/ 37.85 MWDTrnt18-12/17-1/18 13400 Betty Ross Ct 8000136547 1/ 37.85 1/WLn-12/17-1/18 13400 Betty Ross Ct 8000136547 1/ 329.28 MntclSpltBx-12/17-1/18 11294 Rosswell Ave 8000629815 1/ 84.299 28 MntclSpltBx-12/17-1/18 11294 Rosswell Ave 8000629815 1/ 84.299.28 MntclSpltBx-12/17-1/18 11294 Rosswell Ave 8000629815 1/ 84.299.	Report For 02	: ZFIR TREASURER Inland Empire Utilitie /01/2022 ~ 02/28/2022 Treasurer Report	es Agency	Page Date	1 03/30/2022
12/21 Gasoline f/Agency Vehicles 8693150932152 13,595.28	Check	Payee / Description			Amount
12/21 Gasoline f/Agency Vehicles 8693150932152 13,595.28					
ACH CALIFORNIA WATER TECHNOLOGIES CCWRP-18,050.52 Lbs Ferric Chloride Solut 40311 RP2-17,567.68 Lbs Ferric Chloride Soluti 40344 RP2-17,567.68 Lbs Ferric Chloride Soluti 40598 16,916.48 Lbs Ferric Chloride Soluti 40598 16,916.48 Lbs Ferric Chloride Soluti 40675 RP2-17,019.52 Lbs Ferric Chloride Soluti 40675 RP2-17,019.52 Lbs Ferric Chloride Soluti 40810 RP2-17,09.68 Lbs Ferric Chloride Soluti 40875 ACH RP2-17,287.20 Lbs Ferric Chloride 40243 CALIFORNIA WATER TECHNOLOGIES \$ 46,234.03 ACH FIREHAWK FIRE & SAFETY RCA-Annl Fire Inspections-Sprinklers,Hyd E210929643 ACH FIREHAWK FIRE & SAFETY RCA-Annl Fire Inspections-Sprinklers,Hyd E210929643 ACH SO CALIF EDISON VCtrBsn/WMDCB11-12/18-1/19 Victoria St/B 0228789092 1/ SBLfStn-12/16-1/17 13707 San Bernardino 8003058251 1/ SBLfStn-12/16-1/17 13100 San Bernardino 8003058251 1/ SBLFStn-12/16-1/17 13100 San Bernardino 8003058251 1/ SBLFStn-12/16-1/17 13100 Fan Bernardino 8003058251 1/ SBLFStn-12/17-1/18 13400 Betsy Ross C 8000136551 1/ SBLFStn-12/17-1/18 13400 Betsy Ross C 8000136547 1/ JWIIn-12/17-1/18 13400 Betsy Ross C 8000136547 1/ JWIIn-12/17-1/18 13400 Betsy Ross C 8000136547 1/ JWIIn-12/17-1/18 11294 Roswell Ave 8000629815 1/ SO CALIF EDISON \$ 43,896.15 ACH ASSOC OF CALIFORNIA WATER AGEN 80000619815 1/ SCAPWITHOUS SOLUTION 8000629815 1/ SASOC OF CALIFORNIA WATER AGEN 80000619815 1/ SASOC OF CALIFORNIA WATER AGEN 80000619815 1/ SASOC OF CALIFORNIA WATER AGEN 80000619815 1/ SASOC OF CALIFORNIA WATER AGEN 8000629815	ACH		3693150932152		13,595.28
CCMRP-18,050.52 Lbs Ferric Chloride Solut 40311		US BANK VOYAGER FLEET	SYSTEMS \$		13,595.28
ACH FIREHAWK FIRE & SAFETY RCA-Annl Fire Inspections-Sprinklers, Hyd E210929643 3,114.95 FIREHAWK FIRE & SAFETY \$ 3,114.95 ACH SO CALIF EDISON VctrBsn/MwDcB11-12/18-1/19 Victoria St/B 0228789092 1/ 128.63 SBLfstn-12/16-1/17 13707 San Bernardino 8003058251 1/ 6,352.09 MWDcB11-51-2/16-1/17 12100 Banyan St 8004147332 1/ 39.82 MWDcB14/20-12/17-1/18 5752 East Ave/475 0478658163 1/ 156.64 BrksRWTrnOt-12/16-1/17 4349 Orchard St 8002166155 1/ 29.21 1630EPmpStn-12/17-1/18 7420 1/2 East 8000414223 1/ 32.805.58 MWDTrnt18-12/17-1/18 13400 Betsy Ross Ct 8000136547 1/ 37.85 I/WLn-12/17-1/18 34 East End-Grand 8000031936 1/ 22.76 RP2MntLnchRm-12/17-1/18 16400 E1 Prado R 8001015118 1/ 4,239.28 MntclSpltBx-12/17-1/18 11294 Roswell Ave 8000629815 1/ 84.29 SO CALIF EDISON \$ 43,896.15 ACH ASSOC OF CALIFORNIA WATER AGEN 2021 Agency Wide Mbrsh PRIWl 110726-2022 36,010.00 ASSOC OF CALIFORNIA WATER AGEN 2021 Agency Wide Mbrsh PRIWl 110726-2022 36,010.00 ASSOC OF CALIFORNIA WATER AGEN 2021 Agency Wide Mbrsh PRIWl 110726-2022 36,010.00 ASSOC OF CALIFORNIA WATER AGEN 2021 Agency Wide Mbrsh PRIWl 110726-2022 36,010.00 ASSOC OF CALIFORNIA WATER AGEN 38,968.15 ACH AQUA BEN CORPORATION Hydrofloc 750A 275 Gal tote 43736 6,493.02 Hydrofloc 748E 275 Gal tote 43736 6,493.02 Hydrofloc 748E 275 Gal tote 43736 6,493.02 AQUA BEN CORPORATION \$ 72,810.99 ACH HASCO OIL COMPANY, INC. \$ 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35	ACH	CCWRP-18,050.52 Lbs Ferric Chloride Solu 4 RP2-17,567.68 Lbs Ferric Chloride Soluti 4 RP1-18,545.28 lbs Ferric Chloride Soluti 4 16,916.48 Lbs Ferric Chloride Solution 4 RP2-17,019.52 Lbs Ferric Chloride Soluti 4 RP2-17,979.68 Lbs Ferric Chloride Soluti 4 PhilLfStn-18,337.28 Lbs Ferric Chloride 4 PhilLfStn-17,287.20 Lbs Ferric Chloride 4	10344 10598 11073 10810 10875 10243		5,544.62 6,250.66 5,701.67 5,736.41 6,060.03 5,787.52 5,456.10
RCA-Annl Fire Inspections-Sprinklers, Hyd E210929643 3,114.95					
ACH	ACH		E210929643		3,114.95
VetrBsn/MwDCB11-12/18-1/19 Victoria St/B 0228789092 1/ SBLfStn-12/16-1/17 13707 San Bernardino 8003058251 1/ 6,352.09 MwDTrnt15T-12/16-1/17 12100 Banyan St 8004147332 1/ 39.82 MwDCB14/20-12/17-1/18 5752 East Ave/475 0478658163 1/ 156.64 BrksrWTrnOt-12/16-1/17 4349 Orchard St 8002166155 1/ 29.21 1630EPmpStn-12/17-1/18 7420 1/2 East 8000414223 1/ 32,805.58 MwDTrnt18-12/17-1/18 13400 Betsy Ross Ct 8000136547 1/ 37.85 I/WLn-12/17-1/18 34 East End-Grand 8000031936 1/ 22.76 RP2MntLnchRm-12/17-1/18 16400 El Prado R 8001015118 1/ 4,239.28 MntclSpltBx-12/17-1/18 11294 Roswell Ave 8000629815 1/ 84.29 SO CALIF EDISON \$ 43,896.15		FIREHAWK FIRE & SAFETY	Y \$		3,114.95
ACH ASSOC OF CALIFORNIA WATER AGEN 2021 Agency Wide Morshp Rnwl 110726-2022 36,010.00 ASSOC OF CALIFORNIA WATER AGEN\$ 36,010.00 ACH AQUA BEN CORPORATION Hydrofloc 750A 275 Gal tote 43726 27,359.88 Hydrofloc 748E 275 Gal tote 43736 6,493.02 Hydrofloc 748E 275 Gal tote 43733 38,958.09 AQUA BEN CORPORATION \$ 72,810.99 ACH HASCO OIL COMPANY, INC. RPIMnt-Mobil SHC 630 - 2 Drums 0243626-IN 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35 ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24	ACH	VctrBsn/MWDCB11-12/18-1/19 Victoria St/B (SBLfStn-12/16-1/17 13707 San Bernardino SMWDTrnt15T-12/16-1/17 12100 Banyan St MWDCB14/20-12/17-1/18 5752 East Ave/475 (BrksRWTrnOt-12/16-1/17 4349 Orchard St 1630EPmpStn-12/17-1/18 7420 1/2 East MWDTrnt18-12/17-1/18 13400 Betsy Ross Ct I/WLn-12/17-1/18 34 East End-Grand RP2MntLnchRm-12/17-1/18 16400 El Prado R	3003058251 1/ 3004147332 1/ 0478658163 1/ 3002166155 1/ 3000414223 1/ 3000136547 1/ 3000031936 1/		6,352.09 39.82 156.64 29.21 32,805.58 37.85 22.76 4,239.28
ACH HASCO OIL COMPANY, INC. RPIMnt-Mobil SHC 630 - 2 Drums ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air ASSOC OF CALIFORNIA WATER AGEN\$ 110726-2022 36,010.00 36,010.00 43726 43726 43726 27,359.88 6,493.02 43733 38,958.09 72,810.99 27,810.99		SO CALIF EDISON	\$		43,896.15
ACH AQUA BEN CORPORATION Hydrofloc 750A 275 Gal tote 43726 27,359.88 Hydrofloc 748E 275 Gal tote 43736 6,493.02 Hydrofloc 748E 275 Gal tote 43733 38,958.09 AQUA BEN CORPORATION \$ 72,810.99 ACH HASCO OIL COMPANY, INC. RP1Mnt-Mobil SHC 630 - 2 Drums 0243626-IN 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35 ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24	ACH		110726-2022		36,010.00
Hydrofloc 750A 275 Gal tote 43726 27,359.88 Hydrofloc 748E 275 Gal tote 43736 6,493.02 Hydrofloc 748E 275 Gal tote 43733 38,958.09 AQUA BEN CORPORATION \$ 72,810.99 ACH HASCO OIL COMPANY, INC. RP1Mnt-Mobil SHC 630 - 2 Drums 0243626-IN 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35 ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24		ASSOC OF CALIFORNIA WA	ATER AGEN\$		36,010.00
ACH HASCO OIL COMPANY, INC. RP1Mnt-Mobil SHC 630 - 2 Drums 0243626-IN 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35 ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24	ACH	Hydrofloc 750A 275 Gal tote Hydrofloc 748E 275 Gal tote Hydrofloc 748E 275 Gal tote	13736 13733		6,493.02 38,958.09
RP1Mnt-Mobil SHC 630 - 2 Drums 0243626-IN 9,616.35 HASCO OIL COMPANY, INC. \$ 9,616.35 ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24		AQUA BEN CORPORATION	\$		72,810.99
ACH J G TUCKER & SON INC Hydrogen, Methane, Zero Air 16946 811.24	ACH		0243626-IN		9,616.35
Hydrogen, Methane, Zero Air 16946 811.24		HASCO OIL COMPANY, INC	C. \$		9,616.35
J G TUCKER & SON INC \$ 811.24	ACH		16946		811.24
		J G TUCKER & SON INC	\$		811.24

	: ZFIR TREASURER /01/2022 ~ 02/28/202	Inland Empire Utilit: 2 Treasurer Report	ies Agency	Page Date	2 03/30/2022
Check	Payee / Description				Amount
ACH	NAPA GENUINE PARTS (Battery, Core and Battery and Core Oil Filter, Air Filter)				183.61 190.51 80.10 454.22
ACH	ROYAL INDUSTRIAL SO: Wire Mrkr Book, Angle Conduit, PVC, Elbow PVC/SPOS/PVC UPS Contact Block		6441-1040428 6441-1042880 6441-1042791 6441-1042325 6441-1041821		339.91 1,160.10 1,050.56 1,339.20 56.81
ACH	SOUTHWEST ALARM SER RP4 EN17110.00 Peri 1/2022 Monitoring Se	meter Beam System	074778 075758 ICE \$		1,395.44 4,852.00
ACH	UNIVAR SOLUTIONS US CCWW 12,160 Lbs Sod TP1 12,680 lbs. So	ium Bisulfite	49756477 49764224 INC \$		4,887.20 5,096.19 9,983.39
ACH	WAXIE SANITARY SUPP Bleach, Dish Soap, Cl	LY n&Soft,Eco Logo,Winde WAXIE SANITARY SUPPL			2,589.29 2,589.29
ACH	Flat Repair on LR T Replace Rear Tires Replace 2 Tires Tru Flat Repair Labor F	on Truck #1601 ire, Nail in Tire Tru on Truck #0416	554073-00 554068-00 553896-00 553320-00		568.41 130.54 416.87 612.41 202.98 41.54
		PETE'S ROAD SERVICE	\$		1,972.75
ACH	GRAINGER INC RP1 Rubber Boot RP1 GP Motor, Cordle RP1 Linear Actuator RP1 Rubber Boot RP1 Leather Gloves RP1 Rubber Boot RP1 Rubber Boot, Fac				36.77 301.69 560.34 18.38 273.60 18.38 1,019.66
		GRAINGER INC	\$		2,228.82
ACH	CDM SMITH INC EN19024 7/4-7/31/21	Prof Svcs	90133856		73,645.64
		CDM SMITH INC	\$		73,645.64

Check	Payee / Description		Amoun
ACH	DELL MARKETING L P		
11011	1RP-1 Thunderbolt Dock-WD19TBS	10520410688	5,445.69
	DELL MARKETING L P	\$	5,445.69
ACH	ENVIRONMENTAL CONSULTING & TES		
ACII	3 Liter YCT and 3 Liter Algae	139	210.00
	ENVIRONMENTAL CONSULT	TING & TES\$	210.00
ACH	CAROLLO ENGINEERS		
23011	WR21031-11/21 Prof Svcs	FB18076	8,877.60
	EN17043/EN17110-8/21 Prof Svcs	FB14792	13,087.50
	EN17043/EN17110-11/21 Prof Svcs	FB18005	5,991.53
	RW15003-11/21 Prof Svcs	FB17486	24,003.70
	EN24001/EN24002-7/21 Prof Svcs	FB13732	31,911.75
	EN24001/EN24002-8/21 Prof Svcs	FB14621	14,441.43
	EN24001/EN24002-9/21 Prof Svcs	FB15910R	186,480.36
	EN17043,EN17110and EN19010 Prof. Srvs	FB13734	27,426.60
	EN17043, EN17110, EN17043 Insp. Srvs.	FB14503	29,030.40
	EN17043, EN17110, EN19010 Prof. Svcs	FB15646	31,852.80
	EN17043/110/PA17006-11/21 Prof Svcs	FB17993	36,978.17
	CAROLLO ENGINEERS	\$	410,081.84
ACH	Starrett Telescoping bore Gauge UL Class CC Transformers Leveling Jack, through Mount w-plate	70451990 70958475 69552726 70245703 70027876 69942249 69490517 69404408 69233924 69467908 70291391 69218469 70741863 69001390	741.38 2,532.31 1,064.96 116.25 1,502.21 202.30 208.95 154.57 444.61 643.85 212.45 304.17 2,299.17 103.42 468.80
ACH	YSI INCORPORATED Pump Tubes, Reagent-Base	904247	564.62
	YSI INCORPORATED	\$	564.62
ACH	RESTEK CORP		
	Pesticide Mix, Pest Mix, VOA Mix	CD50230714	252.42
	RESTEK CORP	\$	252.42
ACH	W M LYLES COMPANY	DE 40 EB14000	
	EN18006-12/21 Pay Est 17	PE 17-EN18006	68,086.76
	W M LYLES COMPANY	\$	68,086.7

For 02	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 02/28/2022 Treasurer Report		Date	03/30/2022
Check	Payee / Description			Amount
ACH	RSD			
	RP1 Pleated Filter Interchange RP1 Power Switching Relay RP1 Refrigerant Cylinder	55355882-00 55357364-00 55357455-00		850.28 39.56 1,536.84
	RSD	\$		2,426.68
ACH	SAP PUBLIC SERVICES INC 1/22-12/22 SAP BusObj Enterprise Support	t 201100084043		16,839.90
	SAP PUBLIC SERVICES	INC \$		16,839.90
ACH	SCW CONTRACTING CORPORATION EN22002-12/21 Pay Est 15	PE 15-EN22002		25,013.50
	SCW CONTRACTING COR	PORATION \$		25,013.50
ACH	OLIN CORP RP5 4,872 Sodium Hypochlorite RP5 4,900 Sodium Hypochlorite TP1 4,828 Sodium Hypochlorite RP4 4,470 Sodium Hypochlorite TP1 4,800 Sodium Hypochlorite TP1 4,828 Sodium Hypochlorite TP1 4,798 Sodium Hypochlorite TP1 4,798 Sodium Hypochlorite TP1 4,804 Sodium Hypochlorite	3000061027 3000060518 3000062234 3000061626 3000061287 3000061026 3000060516 3000059024		4,457.88 4,483.50 4,417.62 4,353.78 4,675.20 4,417.62 4,673.25 4,395.66
	OLIN CORP	\$		35,874.51
ACH	BIOTAGE LLC Air Supply Line Cap Adapter	140800 148939		77.10 58.41
	BIOTAGE LLC	\$		135.51
ACH	ROGERS ANDERSON MALODY & SCOTT RFP Audit assistance Prof. Servs	66598		2,062.50
	ROGERS ANDERSON MALA	ODY & SCOTT\$		2,062.50
ACH	LILLESTRAND LEADERSHIP CONSULT 11/2021 One on One Coaching SD 12/2021 One on One Coaching CD	7556 7573		452.50 452.50
	LILLESTRAND LEADERS	HIP CONSULTS		905.00
ACH	Smog Inspection Unit #0801 Smog Inspection Unit #0402 Smog Inspection Unit #0604 Smog Inspection Unit #0715	042499 042434 042455 042456 042465 042467 042470 042472 042474 042482 042483		35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00 35.00

Report For 02	: ZFIR TREASURER Inland Empire Utiliti /01/2022 ~ 02/28/2022 Treasurer Report	les Agency	Page Date	5 03/30/2022
Check	Payee / Description			Amount
	Smog Inspection Unit #0401 Smog Inspection Unit #0413	042496 042498		35.00 35.00
	KIM'S MASTER AUTO REF	PAIR \$		455.00
ACH	GHD INC EN17042- 7/31 Prof. Servs. Thru 10/30/21 Prof Svcs EN20056 9/25/21 Prof Svcs EN17042.00 Prof Svcs RP1 Digester 6&7 Roof Repairs GHD INC	380-0000941 380-0004137 380-0002819 380-0006034 380-0003142		7,626.25 8,229.00 6,487.00 4,761.00 36,337.68
ACH	AUTOZONE PARTS INC Inv-Gloves-Disposible Nitrile	5618481953		3,996.23
	AUTOZONE PARTS INC	\$		3,996.23
ACH	17,591.52 Lbs Ferric Chloride Solution	41088 40887 41104 41080 40951 40971 41059		6,316.29 5,773.29 6,346.59 6,166.21 5,929.20 5,709.86 6,053.13
	CALIFORNIA WATER TECH	NOLOGIES \$		42,294.57
ACH	FRESNO FIRST BANK EN18006-12/21 Pay Est 17	PE 17-EN18006		3,583.51
	FRESNO FIRST BANK	\$		3,583.51
ACH	TITUS INDUSTRIAL GROUP INC RP4 Composite Cover TwistLift	9062		1,427.01
	TITUS INDUSTRIAL GROU	UP INC \$		1,427.01
ACH	MANAGED MOBILE INC Repairs/Parts and Labor Vhl 0713 Inspect Fuel Pump and Replace Battery #0	IN00-0233941 IN00-0234207		212.38 2,766.13
	MANAGED MOBILE INC	\$		2,978.51
ACH	FIREHAWK FIRE & SAFETY Annl Fire Inspections-Sprinklers, Hydrant	E211217154		5,126.00
	FIREHAWK FIRE & SAFE	ry \$		5,126.00
ACH	PRIORITY BUILDING SERVICES LLC HQ Carpet Cleaning Due to Flood HQB Clean Up Due To Flood/Water Leak Dec 2021 HQB Carpet Cleaning HQA 10/18 Additional COVID Sanitizing Sv HQA 11/29 Additional COVID Sanitizing Sv November 2021 Janitorial Service December 2021 Janitorial Service	80901 79436		150.00 200.00 360.00 100.00 90.00 20,783.74 21,942.46

	/01/2022 ~ 02/28/2022 Treasurer Repor		03/30/202
Check	Payee / Description		 Amoun
	PRIORITY BUILDING	SERVICES LLC\$	 43,626.20
ACH	JC LAW FIRM 12/21 General Legal 12/21 Regional Contract 12/21 Watermaster 12/21 IEUA vs Spicer 12/21 Kaiser vs CBWCD (Ely Basin) 12/21 Ortiz vs IEUA 12/21 Fontana vs ADO 12/21 Romero vs IEUA JC LAW FIRM	1042 1036 1038 1037 1039 1040 1034 1041	 22,140.00 3,000.00 1,950.00 300.00 60.00 150.00 2,220.00 12,060.00
ACH	STORETRIEVE LLC	<u>-</u>	
11011	12/2021 Crtn PickUp/Dlvry/Strg 11/2021 Crtn PickUp/Dlvry/Strg	0170761 0168740	314.10 353.54
	STORETRIEVE LLC	\$	667.64
ACH	GILLIS + PANICHAPAN ARCHITECTS FM21005-8/21 Prof. Svcs.	108050J	4,850.00
	GILLIS + PANICHAP	AN ARCHITECTS\$	 4,850.00
ACH	U S BANK - PAYMENT PLUS 104896 WESTERN WATER WORKS SUPPLY CO 107432 PMC ENGINEERING LLC 104896 WESTERN WATER WORKS SUPPLY CO 100319 MISSION REPROGRAPHICS 107522 LINDSAY ENGINEERING, INC. 107780 SUPERIOR ELECTRIC MOTOR SERVICE 101706 CALOLYMPIC SAFETY	2200118985 2200118891 2200118890 2200118889 2200118986 E I 2200118804 2200118803	 6,448.42 1,901.70 2,792.23 9.33 155.83 3,442.20
	U S BANK - PAYMEN	T PLUS \$	14,948.20
ACH	MICHAEL BAKER INTERNATIONAL IN 4600002559 11/12-8/4/21 Prof Svcs	1126638	29,426.60
	MICHAEL BAKER INT	ERNATIONAL IN\$	 29,426.60
ACH	AMAZON BUSINESS Loom tubing, corrugated Split Tubing, Sandisk Exreme Pro Comp. CURT 55774 Dual-Output Vehicle-Side 7 Sludge Judge Sampler System Fire Extinguisher Inspection Tags	16DK-4RX4-4MX -Pi 191D-HDTK-LPF	132.99
	AMAZON BUSINESS	\$	 1,203.7
ACH	PRO-CRAFT CONSTRUCTION INC Plnt 4 admin Bldg Tile & Drywall Repa RP1 Clogged Waterless Urinal	ir 21123-1 21111-1	1,449.83
	PRO-CRAFT CONSTRU	ICTION INC \$	 2,233.8
ACH	AMERICAN WATER COLLEGE LLC Training Hub Pro Student User License	e 4551	15,920.0

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		AMERICAN WATER COLLEC	GE LLC \$	15,920.00
ACH	THE SOLIS GROUP EN18006.00 9/1/21-9	/30/21 Prof. Svcs	7728	1,893.00
		THE SOLIS GROUP	\$	1,893.00
ACH	VIDEO SERVICES EN17110 RP4 Process	Improvements	00193	525.00
		VIDEO SERVICES	\$	525.00
ACH	QUINCY COMPRESSOR LI Service Contract	LC	583091	14,500.00
		QUINCY COMPRESSOR LLC	C \$	14,500.00
ACH	CAPO PROJECTS GROUP Nov 2021 Prof Svcs Oct 2021 Prof Svcs Aug 2021 Profession P328a July 21 Prof July 2021 Profession	al Servies . Srvs. Rachael Solis	5262 5126 4975 4927 4925	580.00 25,359.95 26,519.73 579.99 24,779.59
		CAPO PROJECTS GROUP	LLC \$	77,819.26
ACH	BUCKNAM INFRASTRUCT EN20038 9/2021 Prof		358-04.01	2,589.25
		BUCKNAM INFRASTRUCTU	RE GROUP I\$	2,589.25
ACH	OSISOFT LLC 1/1-4/30/22 PI Ente	rprise Software Relia	9000139747	5,508.90
		OSISOFT LLC	\$	5,508.90
ACH	PAUL REDVERS BROWN 12/1-12/31/21 WUEBP		IEUA013	1,450.00
		PAUL REDVERS BROWN I	NC \$	1,450.00
ACH	AMTEC Angeles,E/Wang,L/Ro Osorio,A/Rose,J/Riv	se,J/Rivera,P/W/E 11/ era,P/W/E 10/24	69072 68703	4,745.00 3,022.50
		AMTEC	\$	7,767.50
ACH	STAPLES CONTRACT & Wall Planner Glove, Document Hold Wall Planner Pad, Post-it, Pens, Sh Envelopes Full Calendar Plann Wall Calendar Monthly Planner, Wall Credit for invoice	er,Monthly Planner arpie,Planner er l Planner	3497100296 3497100295 3497100291 3497100288 3496582360 3496582358 3495919351 3495919350 3495919348	24.60 74.77 14.41 39.10 13.57 64.63 177.17 185.76 83.13

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	STAPLES CONTRACT & COMMERCIAL \$	510.88
ACH	LIBERTY LANDSCAPING INC South Solar Area Perimeter Fence 104434 Replace broken valve/ AN-22-Along East F 104435	2,540.00 275.96
	LIBERTY LANDSCAPING INC \$	2,815.96
ACH	FLEETISTICS 1/22 GEOTAB Solar Asset Tracker/Srvc Pla 97609	2,873.46
	FLEETISTICS \$	2,873.46
ACH	RADAR ENVIRONMENTAL INC 12/10/21 Site Survey, Non-Haz Solid 1515	1,675.00
	RADAR ENVIRONMENTAL INC \$	1,675.00
ACH	EUCI Asset Mgmt for Water Utilities Webinar/C 245770	5,180.00
	EUCI \$	5,180.00
ACH	SO CALIF EDISON MntclLS-12/10-1/10 34 Palmetto-Phila 8000031789 12 930RsvrPrjct-12/22-1/23 2950 Galloping H 8001775817 1/ SnSvnRW-12/23-1/24 6000 Cherry Ave 8000141055 1/	162.81
	SO CALIF EDISON \$	2,713.11
ACH	BENEFIT COORDINATORS CORPORATI 1/22 LTD, Agency Pd Life, Employee Pd Life 10399	15,631.15
	BENEFIT COORDINATORS CORPORATI\$	15,631.15
ACH	WESTERN DENTAL PLAN 1/22 Agency Dental Plan 1/22	1,928.88
	WESTERN DENTAL PLAN \$	1,928.88
ACH	PREFERRED BENEFIT INSURANCE 01/22 Agency Dental Plan EIA43169	20,689.90
	PREFERRED BENEFIT INSURANCE \$	20,689.90
ACH	COLONIAL LIFE & ACCIDENT INSUR 2/22 Disability, Cancer, Universal/Term Li 7274194020104	229.57
	COLONIAL LIFE & ACCIDENT INSUR\$	229.57
ACH	LEGALSHIELD 1/22 Employee Prepaid Legal Services 1/22	179.40
	LEGALSHIELD \$	179.40
ACH	SWEZEY, TOM MlgReim-8/28/21 Call Out-Swezey,T MLG 8/28/21 MlgReim-1/14/22 Call Out-Swezey,T-#2276 MLG 1/14/22	10.08

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	SWEZEY, TOM	\$		30.96
ACH	JONES, KYLE MlgReim-10/03/21 Call Out-Jones,K	MLG 10/03/21		34.05
	JONES, KYLE	\$		34.05
ACH	NOH, BRIAN Reim-CWEA Certificate Renewal 2021	90183001 2021		101.00
	NOH, BRIAN	\$		101.00
ACH	DELGADO, ROBERTO Delgado,R-ExpRpt-11/13-11/20 Danish Wtr	11/13-20 DANI		301.03
	DELGADO, ROBERTO	\$		301.03
ACH	NG, ANDREW MlgReim-8/03/21 Call Out-Ng,A	MLG 8/03/21		37.52
	NG, ANDREW	\$		37.52
ACH	SIANPOUR, SIAMAK MlgReim-1/14/22 Call Out-Sianpour,S-#225 MlgReim-8/03/21 Call Out-Sianpour,S MlgReim-9/25-27/22 Call Out-Sianpour,S-# MlgReim-7/31/21 Call Out-Sianpour,S	MLG 8/03/21 MLG 9/25-27/2		62.06 16.80 56.00 16.80
	SIANPOUR, SIAMAK	\$		151.66
ACH	MENDO, FEDERICO SORDO MlgReim-8/03/21 Call Out-Mendo,F MlgReim-8/12/21 Call Out-Mendo,F MlgReim-8/03/21 2nd Call Out-Mendo,F	MLG 8/03/21 MLG 8/12/21 MLG 8/03/21 #		34.72 34.72 34.72
	MENDO, FEDERICO SORDO	\$		104.16
ACH	Hydrofloc 748E 275 Gal tote RP1-13,800 Lbs Hydrofloc 750A RP1 Hydrofloc 750A 275 Gal. Tote RP1-9,200 Lbs Hydrofloc 748E	43593 43674 43684 43741 43499 43740 43725		38,958.09 6,493.02 19,479.05 20,519.91 23,592.94 12,986.03 6,493.02
	AQUA BEN CORPORATION	\$		128,522.06
ACH	CITY RENTALS INC Backhoe Rental	90245		546.30
	CITY RENTALS INC	\$		546.30
ACH	FISHER SCIENTIFIC RP1 GL Filter Paper,Glass Fiber Pad Lab Btl Gls Amb Pckr Wm Whtn Lab Glove Lab Procare Universal 61 Salt Lab Alum Dish	6876774 9554029 3160631 4268064 3797003		1,206.45 246.45 78.35 319.42 164.80

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	Lab PVC Manifold Lab Cond Std Autoclve Indctr Tape Lab Las Standard, Btl Gls Amb Pckr Wm Wht Lab Bottle, ExamGlv, Sulfuric Acid, Nitric Lab Autoclve Indctr Tape Lab Ammonium Chloride Lab Alum Dish Lab Bal Acc LG Wgh Boat Denv Lab F1 Ind Wgt WO Cal Cert.	6876783 6878540 7050230 7442640		1,202.79 117.23 118.53 444.63 5,420.57 118.53 66.67 185.17 86.80 27.52
	FISHER SCIENTIFIC	\$		9,803.99
ACH	ROYAL INDUSTRIAL SOLUTIONS 3PDT 120VAC GP Ace-LED Driver	6441-1043351 6441-1042382		157.96 74.35
	ROYAL INDUSTRIAL SOL	UTIONS \$		232.31
ACH		49756475 49756480		4,838.97 4,798.78
	UNIVAR SOLUTIONS USA	INC \$		9,637.75
ACH		9106142830 9118552604 9113048285 9114792337 9112709689 9114792345 9078429082 9106142822 9102922490 9101454982 9090486433 9090973877 9091565425 9077699743 9108649089 9118509414		480.70 336.03 25.21 690.66 209.51 49.70 268.13 225.20 91.90 173.48 31.68 239.70 402.28 106.53 1,172.55 171.33 16.17 1,577.61 475.17 74.86 637.67 219.77
ACH	TG SCIENTIFIC GLASS FABRICATIO	Ą.		7,075.04
ACII	Spray Chambers, Repair Evap Tubes & Chrom TG SCIENTIFIC GLASS			1,095.24 1,095.24
ACH	CDM SMITH INC EN17006 12/5/21-1/8/22 Prof Svcs	90142748		36,663.00

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		CDM SMITH INC	\$		36,663.00
ACH	MISCO WATER RP1 Screw,Truss Head		CF16900		36.32
		MISCO WATER	\$		36.32
ACH	FLUID COMPONENTS IN RP1 Repair Flowmeter		1143165		1,327.95
		FLUID COMPONENTS INTE	ERNATIONAL\$		1,327.95
ACH	DELL MARKETING L P Dell Latitude 7420 F	BTX,Soundbar,Monitor,	10551992100		40,536.95
		DELL MARKETING L P	\$		40,536.95
ACH	KONICA MINOLTA BUSI 07/27-08/26 Lease Co		9008004810		497.74
		KONICA MINOLTA BUSINI	ESS SOLUTI\$		497.74
ACH	ACCUSTANDARD INC Method Standard		949503		624.53
		ACCUSTANDARD INC	\$		624.53
ACH	THATCHER COMPANY OF TP1-45,680 Lbs Alum:		2022400102061		4,933.44
		THATCHER COMPANY OF	CALIFORNIA\$		4,933.44
ACH	CAROLLO ENGINEERS 4600003017 11/1-11/3 EN17043,EN17110,EN1	30/21 Prof Svcs 9010 Prof Svcs thru 1	FB18166 FB18758		3,355.25 24,031.68
		CAROLLO ENGINEERS	\$		27,386.93
ACH	Accident Prevention RP1 V-Belt RP1 Coupling Iron H PVC Plastic Tubing,	ews,Locknut,PVC,Cemen Labels Warning Heade ub,Buna-N Rubber Spid Hose, Clamps, Prtble cors, cables Grinder	71304381 70734957 71025160 64917720 64650619		469.00 51.21 53.21 119.61 505.40 2,367.14
		MCMASTER-CARR SUPPLY	CO \$		3,565.57
ACH	RED WING SHOE STORE Safety Shoe Purchase	e	957-1-71218		218.18
		RED WING SHOE STORE	\$		218.18
ACH		. Prof Svcs . 2021 Prof. Svcs -Oct Prof Svcs Prof Svcs	IE-357-1 IE305 21-4 IE340 21-8 IE349 21-6 IE353 21-7		800.00 9,589.96 2,038.40 3,185.00 4,769.84

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	4600002931 July Oct 4600002931 Dec Prof		IE349 21-5 IE353 21-6	500.00 6,133.74
		TOM DODSON & ASSOCIA	TES \$	27,016.94
ACH	LIEBERT CASSIDY WHI 11/21 Personnel Pol 12/21 General Legal	icies Audit	208736 210651	955.00 861.00
7 CILI	DEGOLENCE CENTRAL TAIC		MORE \$	1,816.00
ACH	RESOURCE TRENDS INC GM Conference on Cl		657	2,500.00
		RESOURCE TRENDS INC	\$	2,500.00
ACH	CASC ENGINEERING AN RW15003.6 12/2021 P		0045523	2,449.96
		CASC ENGINEERING AND	CONSULTIN\$	2,449.96
ACH	INNOVATIVE FEDERAL 01/2022 Prof Svcs	STRATEGIES	012022	7,200.00
		INNOVATIVE FEDERAL S'	TRATEGIES \$	7,200.00
ACH	CS-AMSCO RP1 Butterfly Valve RP1 Replacement Mot RP1 MC Board, Main B	or,Capacitor,Switch,R oard Stack,Double Sea	17278REV 17279 17306	22,565.39 3,074.88 1,830.55
		CS-AMSCO	\$	27,470.82
ACH	SWRCB ACCOUNTING OF *SRF Rpymt #10-C065 *SRF Rpymt #3-C0678	327-110	08837-22-10 13815-22-3	1,447,479.22
		SWRCB ACCOUNTING OFF	ICE \$	2,493,894.92
ACH	STANTEC CONSULTING EN21042 12/7/21-1/7		1877064	1,269.00
		STANTEC CONSULTING I	NC \$	1,269.00
ACH	ROGERS, PETER J 2/3/22 Policy Cmmtt	Fee-Rogers,P	RPC-2/3/22	100.00
		ROGERS, PETER J	\$	100.00
ACH	OLIN CORP TP1 4,920 Gals. Sod TP1 4,856 Gals. Sod TP1 4,698 Gals. Sod TP1 4,920 Sodium Hy TP1 4,804 Gals. Sod TP1 4,820 Sodium Hy TP1 4,814 Gals. Sod TP1 4,770 Sodium Hy CCWW 2,982 Gals. So	ium Hypochlorite ium Hypochlorite pochlorite ium Hypochlorite pochlorite ium Hypochlorite jum Hypochlorite pochlorite	3000059585 3000046565 3000057527 3000064500 3000064180 3000063588 3000064751 3000062630 3000061627	4,501.80 4,443.24 4,575.85 4,501.80 4,395.66 4,410.30 4,404.81 4,645.98 2,952.18

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	CCWW 2,936 Gals. Sodi CCWW 3,966 Gals. Sodi RP5 4,778 Gals. Sodi CCWW 2,942 Sodium Hypo RP4 4,874 Gals. Sodium RP5 4,906 Sodium Hypo CCWW 3,992 Gals. Sodium CCWW 3,956 Gals. Sodium RP4 4,842 Gals. Sodium RP4 4,964 Gals. Sodium RP4 4,964 Gals. Sodium RP4 4,874 Gals. Sodium	ium Hypochlorite m Hypochlorite cochlorite m Hypochlorite chlorite ium Hypochlorite ium Hypochlorite ium Hypochlorite m Hypochlorite m Hypochlorite m Hypochlorite	3000060517 3000057529 3000063121 3000062631 3000063122 3000064750 3000064181 3000048478 3000043926 3000059026 3000061996	2,906.64 3,862.88 4,653.77 2,912.58 4,459.71 4,488.99 3,888.21 3,853.14 4,430.43 4,542.06 4,459.71
	C	OLIN CORP	\$	83,289.74
ACH	REED, RANDALL J 2/3/22 Policy Cmmtt F	•	RPC-2/3/22	100.00
	F	REED, RANDALL J	\$	100.00
ACH	GRAPHIC PRODUCTS INC RP1-HCS/Hazcom Labels	s,Black Petro Ribbon	2665419	2,122.85
		GRAPHIC PRODUCTS INC	\$	2,122.85
ACH	JB'S POOLS & PONDS IN 1/22 Pond Maint Svc		2266760100	1,194.8
		JB'S POOLS & PONDS IN	1C \$	1,194.85
ACH	BIOTAGE LLC Thermistor Assembly Lab Atlantic C-18 Dis	sks	150343 150077	612.24
	E	BIOTAGE LLC	\$	2,223.3
ACH	CARRIER CORPORATION RP5 PM Service for 7 RP5 7/2021 PM Service RP1/RP4 1/1/20-12/31/ RP1 Replace Compressor	e /20 Maintenance Agre	90172073 90132879 90165841 90168517	733.00 733.00 10,514.00 5,878.00
		CARRIER CORPORATION	\$	17,858.00
ACH	ULLOA, EUNICE M 2/3/22 Policy Cmmtt H	Fee-Ulloa,E	RPC-2/3/22	100.00
		ULLOA, EUNICE M	\$	100.00
ACH	DORST-PORADA, DEBRA 2/3/22 Policy Cmmtt F	Fee-Dorst-Porada,D	RPC-2/3/22	100.0
	I	DORST-PORADA, DEBRA	\$	100.0
ACH	KIM'S MASTER AUTO REI Smog Inspection Unit		042325	35.0
	purod tupbecerou entre			

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	Advance Analysis and CCWRF Oil Analysis RP4 Oil Analysis RP5 Oil Analysis RP5 Oil Analysis oil Analysis and Advance Analysis and	l Services l Services	P60513 P61125 P61126 P61135 P61157 P61159 P61124 P60543 P60542 P605521 P60515	1,088.00 352.00 192.00 320.00 80.00 64.00 32.00 160.00 50.00 256.00 96.00
		TRICO CORPORATION	\$	2,690.00
ACH	WR21025-1/2022 Prof WR21006-1/22 Prof Sv	222 Prof Svcs-Smll St Svcs-Tune-up Program cs - Lrg Lndscp Rtrf	1816 1814	47,108.60 35,218.75 9,400.65
		CONSERV CONSTRUCTION	INC \$	91,728.00
ACH	ATKINSON, ANDELSON, 12/21 General Labor	Advice	640811	33,337.00
		ATKINSON, ANDELSON,	LOYA, \$	33,337.00
ACH	HARPER & ASSOCIATES EN20022 12/1-12/31/2 EN20022 11/1-11/30/2	21 Prof Svcs	ENG-7626 ENG-7591	2,180.00 4,360.00
		HARPER & ASSOCIATES	ENGINEERIN\$	6,540.00
ACH	ENVIRONMENTAL SCIENCE Residential Home Pre D202000275.03 9/1-9/ D202000275.03 10/1-1 D202000275.04 10/1-1	essure Regulation 730/21 Prof. Svcs	165913 168692 169425 169280	1,310.69 885.81 6,804.45 580.16
		ENVIRONMENTAL SCIENC	E ASSOCIAT\$	9,581.11
ACH	CALIFORNIA WATER TEC 17,214.12 Lbs Ferric 17,035.20 Lbs Ferric 16,076.50 Lbs Ferric 16,454.82 Lbs Ferric 16,519.36 Lbs Ferric	Chloride Solution Chloride Solution Chloride Solution Chloride Solution	41155 41046 40992 40952 40940	5,802.00 5,741.68 5,418.56 5,546.08 5,567.83
		CALIFORNIA WATER TEC	HNOLOGIES \$	28,076.15
ACH	SANDOVAL, JESUS L 2/3/22 Policy Cmmtt	Fee-Sandoval,J	RPC-2/3/22	100.00
		SANDOVAL, JESUS L	\$	100.00
ACH	MANAGED MOBILE INC BIT Safety Inspection PM Level B,BIT Safet PM Level B,BIT Safet Installation of GPS	on Unit #0700 ty Inspection Unit #2 ty Inspection Unit #2 Tracker Unit #1901	IN00-0234721 IN00-0234738 IN00-0234741 IN00-0235023	212.38 806.96 863.19 172.56

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	MANAGED MOBILE INC		\$		2,055.09
ACH	PRIORITY BUILDING SERVICES LLC Dec. 2021 Janitorial Services November 2021 RP5 Janitorial Service	80601 80060		-	1,519.42 1,519.42
	PRIORITY BUILDING SER	RVICES LI	.C\$		3,038.84
ACH	SCP SCIENCE RP1 Custom ICP-ICP/MS Standard RP1 Digitubes, Hydrochloric Acid	IN000031 IN000031	.3413		400.10
	SCP SCIENCE		\$		1,166.25
ACH	ECOTECH SERVICES INC 11/21 Residential Home Pressure Regulati	2126			18,164.89
	ECOTECH SERVICES INC		\$		18,164.89
ACH	DORGAN LEGAL SERVICES LLP 11/21 & 12/21 General Labor Advice 11/21 & 12/21 General Labor Advice 11/21 & 12/21 General Labor Advice	588			3,145.69 660.00 3,629.15
	DORGAN LEGAL SERVICES	S LLP	\$		7,434.84
ACH	AMAZON BUSINESS Infrared Thermometer	14FG-1C6	SR-1FL		150.80
	AMAZON BUSINESS		\$		150.8
ACH	TRANSENE COMPANY INC RP1 Buffer Solution	200199			226.2
	TRANSENE COMPANY INC		\$		226.2
ACH	CHEVROLET OF WATSONVILLE Ford F150 Truck Ford F150 Truck	WF2854 WF2855			27,280.33 27,280.33
	CHEVROLET OF WATSONV	ILLE	\$		54,560.6
ACH	THE SOLIS GROUP EN21044 9/1/21-9/30/21 Prof. Svcs	7726			903.0
	THE SOLIS GROUP		\$		903.0
ACH	RBC RESOURCES WR20028/WR20029 12/21 Prof Svcs	36			2,142.0
	RBC RESOURCES		\$		2,142.0
ACH	GRANICUS Peak Agenda Mngmt, Mtng Efficiency Suite	145187			4,029.0
			\$		4,029.0

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	12/21 RP1/RP5/CCWRP	Energy Storage Syste	1018		11,043.33
		REDWOOD ENERGY STORAG	GE LLC \$		11,043.33
ACH	REDWOOD ENERGY STORA				
	12/21 RP4 Energy Sto	orage System Mgmt			25,771.83
		REDWOOD ENERGY STORAG	GE II LLC \$		25,771.83
ACH	STAPLES CONTRACT & C 2up Peel & Seal, 3ug Appt Bk,Color Set,Pe		3497607861 3497607860		48.47 272.98
		STAPLES CONTRACT & CO	OMMERCIAL \$		321.45
ACH	LIBERTY LANDSCAPING Fill in and Compact		104482		566.96
		LIBERTY LANDSCAPING	INC \$		566.96
ACH	DUTREY, JAVIER J 2/3/22 Policy Cmmtt	Fee-Dutrey,J	RPC-2/3/22		100.00
		DUTREY, JAVIER J	\$		100.00
ACH	IXOM WATERCARE INC Wire, Freeze sleeve		83675		4,972.18
		IXOM WATERCARE INC	\$		4,972.18
ACH	VELTO, BILL 2/3/22 Policy Cmmtt	Fee-Velto,B	RPC-2/3/22		100.00
		VELTO, BILL	\$		100.00
ACH	SENTRIMAX CENTRIFUG RP1 Overhaul Centri: Install Centrifuge	ES USA INC fuge #4 (S/N 5023794)	6002764 6002783		58,386.37 6,442.86
		SENTRIMAX CENTRIFUGE	S USA INC \$		64,829.23
ACH	SO CALIF EDISON Trnr3&4-12/29-1/27 CCWRP/TP-12/28-1/26 TrnrBsnRW-12/29-1/26 8thStBsn-12/28-1/26 1630WPmpStn-12/28-1	14950 Telephone Av 7 1063 Turner Ave 1180 8th St	8001265279 1, 8003543714 1, 8004601423 1, 8000035339 1, 8004881955 1,	/ / /	55.50 86.26 20.86 70.75 8,880.85
		SO CALIF EDISON	\$		9,114.22
ACH	SO CALIF GAS RP4-12/20-1/20 1281 MntBldg/Whs-12/21-1 TP1-12/21-1/21 2564	/21 2604 Walnut St	10605111 1/22 13484545 1/22 06576432 1/22	2	37.18 792.05 96.96
		SO CALIF GAS	\$		926.19

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	P/R DIR 2 2/11/22 Employee Ded	1	HR 0	103600	12.00
	IEUA EMPLO	YEES' ASSOC	IATION	\$	 189.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 3 2/11/22 Employee Ded		HR 0	103700	330.00
	IEUA SUPER	VISORS UNIO	N ASSOC	IA\$	 330.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 3 2/11/22 Employee Ded		HIR O	103700	 994.10
	IEUA GENEF	RAL EMPLOYEE	S ASSOC	IA\$	994.10
ACH	INLAND EMPIRE UNITED WAY P/R 3 2/11/22 Employee Ded		HR 0	103700	 21.00
	INLAND EME	PIRE UNITED	WAY	\$	21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 3 2/11/22 Employee Ded		HR 0	103700	600.00
	IEUA PROFE	ESSIONAL EMP	LOYEES	AS\$	600.00
ACH	WEX HEALTH INC P/R 3 2/11/22 Cafeteria Plan		HR 0	103700	4,697.03
	WEX HEALTH	H INC		\$	 4,697.03
ACH	CITY EMPLOYEES ASSOCIATES P/R 3 2/11/22 Employee Ded		HR 0	103700	352.50
	CITY EMPLO	OYEES ASSOCI	ATES	\$	352.50
ACH	NIETO, ANDREW Emp Assist PC Loan Purchase		PCLOAN3		1,629.87
	NIETO, ANI	OREW		\$	1,629.87
ACH	YBARRA, ANTHONY Emp Assist PC Loan Purchase		PC LOAN	ſ	2,457.15
	YBARRA, AI	NTHONY		\$	2,457.15
ACH	RED WING SHOE STORE Marsellies,B,N-Safety Shoe Purchase Delgado,N-Safety Shoe Purchase Smith,N-Safety Shoe Purchase Lane,T-Safety Shoe Purchase Swezey,T-Safety Shoe Purchase Florio,J-Safety Shoe Purchase	e	192-1-1 816-1-9 824-1-9 192-1-1 133-2-5 133-1-1	1629 5372 16046 6412	225.00 225.00 225.00 190.84 193.94 198.79
	RED WING S	SHOE STORE		\$	1,258.57
ACH	INLAND EMPIRE REGIONAL RP1-10/21 Biosolids RP2-12/21 Biosolids RP1-12/21 Biosolids RP2-11/21 Biosolids		9003027 9003065 9003065 9003050	52 51	189,598.52 115,315.60 222,126.08 141,542.04

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	RP1-11/21 Biosolids RP2-10/21 Biosolids		90030499 90030273		202,975.64 L23,016.26
	INLAND E	MPIRE REGIONA	L \$	-	994,574.14
ACH	PFM FINANCIAL ADVISORS LLC 7/12-9/30/21 General Financ	ial Advisory	117919		3,088.75
	PFM FINA	NCIAL ADVISOR	S LLC \$		3,088.75
ACH	HOWDEN ROOTS LLC RP5Mnt-Class I Service - Tri RP5Mnt-Bshngs,Clng Kt,O-Rngs		90187644 90186836		9,570.78
	HOWDEN R	OOTS LLC	\$		12,347.50
ACH	SO CALIF EDISON CCWRP/TP/RWPS-12/28-1/26 149 RP2MntLnchRm-1/1-1/31 16400 PrdDchlStn-12/30-1/30 34 Joh	El Prado Rd	8004814080 8005078295 8000932049	1/	60,610.29 14,609.63 1,228.61
	SO CALIF	EDISON	\$		76,448.53
ACH	DOWNS ENERGY SBLfStn-125.30 Gals Red Dyed RP4-Diesel Exhaust Fluid-1 D RP2-391.90 Gals Red Dyed Die	rum	0291515-IN 0290087-IN 0291170-IN		528.33 230.77 1,424.07
	DOWNS EN	ERGY	\$		2,183.1
ACH	HOME DEPOT CREDIT SERVICES RP1Mnt-Hmmr w/E-Cltch, Bttry Inv-Wire Twisters-Tan, Wingnu RP1Mnt-Circuit Breaker-Sqr II TP5Mnt-Wire Rope, Clamp Sets Inv-WD-40's Inv-6-Volt Batteries-Energiz RP5Mnt-Conduit-10', Extention Pwr Spn Drn Gn, Slcns, Stl Ext GWR-Filters, GFCI Combination SwrCollNRW-Brass Keys, Key Ri FcltyMgmt-Rain Shields Inv-Duct Tapes-Silver, Hose E Inv-Cascade Platimum TP1Mnt-Steel-Rubber Rugged T	er Max Alkal Cords, Ancho nsn, Tek Scrw s, Respirator ngs-Snap Hoo Sibb Valves	3807962 9903390 1627106 3904002 4271202 3170480 3521454 4524965 2612525 5016231 2902337 4902960 3010183		1,791.79 224.29 30.90 112.90 250.97 180.68 68.95 93.84 266.13 100.67 38.03 157.23 118.20 64.66
- 011		OT CREDIT SER	VICES \$		3,499.1
ACH	FISHER SCIENTIFIC Lab PH Strips, Fiber Filter, G	love,Cyanide	9763129		3,260.24
	FISHER S	CIENTIFIC	\$		3,260.24
ACH	ROYAL INDUSTRIAL SOLUTIONS Controlers power flex, Interfc brd kt. Conc Box,Bolt,Wire,Tite Flex 300VA UPS AC Drive	<u> </u>	6441-103576 6441-104293 6441-104419 6441-104373 6441-104380	30 92 L4	8,324.7° 5,803.99 2,086.7° 12,068.00 8,397.80

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	Couplings Led Strip, Wall pack. Steel Locknut, Cor Light Fixture, WallPack	6441-1027728 6441-1043917 6441-1043992		40.14 225.66 321.10
	ROYAL INDUSTRIAL SOLU	JTIONS \$		37,268.16
ACH	SOUTHWEST ALARM SERVICE RP1 1/2022 Monitoring Security System 2/2022 Monitoring Security System	075939 076058		50.00 4,852.00
	SOUTHWEST ALARM SERV	ICE \$		4,902.00
ACH	Prado 11,895 Lbs Sodium Bisulfite	49774876 49791914 49774874 49786572 49774875	~ -	5,058.01 4,788.73 4,780.70 4,513.42 4,539.55
	UNIVAR SOLUTIONS USA	INC \$		23,680.41
ACH	WAXIE SANITARY SUPPLY Glass Clnr, Wipes, Super Clear	80595611		124.45
	WAXIE SANITARY SUPPLY	Y \$		124.45
ACH	PETE'S ROAD SERVICE Replace Right Rear Inner Outer Truck 200 Replace 4 Tires and Spare Trailer VQUI02	557480-00 556352-00		1,123.33 775.90
	PETE'S ROAD SERVICE	\$		1,899.23
ACH	GRAINGER INC RP1 Disposable Respirator RP1 Uninal Screen RP1 Motorized Progressive Cavity Pump RP1 Motorized Progressive Cavity Pump RP1 Phase Monitor Relay, Fuse RP1 Motorized Progressive Cavity Pump RP1 Digital Thermometer RP1 Hand Sanitizer, Safety Glasses RP1 Garden Hose Adapter RP1 Gloves, Garden Hose, Ear Muffs, Eye Was RP1 Digital Thermometer RP1 Stainless Steel Schedule 40 Piple Ni RP1 Straight Union RP1 Straight Union RP1 Straight Union RP1 Battery, Hex Threading Die RP1 Female Connector RP1 Air Breather Filter RP1 Tube Clamp, Ball Valve, Bulkhead Union RP1 Do Not Handle Lebel RP1 Steel Pail, Lid, Open Head Pail RP1 Oil Filter, Compressor Oil RP1 Anti-Siphon Vacuum Breaker RP1 Data Pocket RP1 Gaffer's Tape RP1 SSPND Elct WL/Ceil Heater	9160500634 9166357955 9157858961 9157157356 9157132219 9156660129 9150300573 9177482123		466.13 181.92 3,946.49 1,973.23 936.12 1,973.23 905.53 199.52 55.86 1,111.36 1,012.68 115.08 58.66 369.19 136.74 26.94 46.49 73.89 1,275.66 273.53 285.89 1,624.89 314.43 496.33 207.53 907.99

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	Hydraulic Filter Element RP1 V-Belt RP1 Grease Gun, Batterys RP1 Wire Duct Y Strainer Pipe RP1 Feeder Grease RP1 Universal Couplings, Cam & Grove Gask RP1 Bin RP1 Bin RP1 Cam & Groove Coupling, Adapter, Wire S RP1 LQD LVL Switch	9137007309 9138196192		1,314.71 103.19 259.70 109.63 188.91 145.15 87.36 25.75 231.78 430.96
	GRAINGER INC	\$		21,956.09
ACH	CDM SMITH INC EN19024- 08/21 Professional Services	90132772	4	03,712.05
	CDM SMITH INC	\$	4	03,712.05
ACH	KONICA MINOLTA 1/22 Lease Copiers-C759,808,658E,458E 1/22 Lease Copiers-C658,C308,C759,C659	39198095 39198094		2,731.78 3,017.56
	KONICA MINOLTA	\$		5,749.34
ACH	THATCHER COMPANY OF CALIFORNIA CCWRP-45,520 Lbs Aluminum Sulfate TP1-45,780 Lbs Aluminum Sulfate	2021400101985 2022400102275		4,954.50 5,026.64
	THATCHER COMPANY OF C	CALIFORNIA\$		9,981.14
ACH	CAROLLO ENGINEERS IEUA Recycled Water System Cost of Servi IEUA # NRW System Cost of Service	FB19150 FB19151		1,985.50
	CAROLLO ENGINEERS	\$		4,602.00
ACH	MCMASTER-CARR SUPPLY CO Checkered Floor Marking Tape RP1 Rubber Stamp RP1 Clamping Hangers	71468526 72343327 71391928		69.91 39.71 298.52
	MCMASTER-CARR SUPPLY	CO \$		408.14
ACH	POWER SYSTEMS SERVICES INC RCA-Replace 2 Transformers Substation MV	5697		9,715.85
	POWER SYSTEMS SERVICE	ES INC \$		9,715.85
ACH	TELEDYNE ISCO RP1 Replace Refrigeration Assembly RP1 Replace Pump Assembly RP1 Replace Cont. Panel Assembly Inj. Line, Torch, Quartz Wool, Combust Tube Injection Line, Torch	S020508927 S020511688 S020513203 S020514599 S020515428		3,596.70 1,281.15 2,197.02 1,146.00 305.33

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	Tedlar Bags	CD50235031	2,130.55
	RESTEK CORP	\$	2,130.55
ACH	PARSONS WATER & INFRASTRUCTURE		
	EN9001/EN19006-11/27-12/31 Prof Svcs	2201A247	355,027.93
	PARSONS WATER & INFR	ASTRUCTURE\$	355,027.93
ACH	HACH COMPANY Std Soln Air Blast Kit Seal for Automatic Cleaning Module Reagent F/Amtax Analyzer Desiccant Cartridge, Fiber Wiper, DPD TOT Demal KCL Solution Metalized Mylar Bag	12752190 12795173 12756285 12771687 12777813 12794034 12795218	410.27 702.48 63.75 541.21 1,030.78 516.01 92.45
	HACH COMPANY	\$	3,356.95
ACH	INNOVATIVE FEDERAL STRATEGIES 12/2021 Prof Svcs 11/2021 Prof Svcs	122021 112021	7,200.00 7,200.00
	INNOVATIVE FEDERAL S	TRATEGIES \$	14,400.00
ACH	NATIONAL CONSTRUCTION RENTALS 1/21/22-2/17/22 Potty/Handicap Potty/Sin	6423113	994.80
	NATIONAL CONSTRUCTIO	n rentals \$	994.80
ACH	SAP PUBLIC SERVICES INC 1/22-12/22 mySAP Business Suite Enterpri 1/22-12/22 BSI US Payroll Tax Maint Supp 1/22-12/22 SAP BusObj Enterprise Support 1/22-12/22 SSO License Maint Enterprise 1/22-12/22 SAP Business Suite Ltd Pro Su	201100084041 201100084042 201100084044	140,136.58 5,443.20 20,838.61 4,365.90 6,523.00
	SAP PUBLIC SERVICES	INC \$	177,307.29
ACH	PEST OPTIONS INC January 2022 Agency-Wide Weed Control	392623	4,098.18
	PEST OPTIONS INC	\$	4,098.18
ACH	GEI CONSULTANTS INC PL19005 9/25-10/29/21 Prof Svcs PL19005 10/30-11/26/21 Prof Svcs	3100384 3101978	61,307.00 16,353.50
	GEI CONSULTANTS INC	\$	77,660.50
ACH	OLIN CORP TP1 4,790 Gals. Sodium Hypochlorite RP5 4,840 Gals. Sodium Hypochlorite CCWW 4,012 Gals. Sodium Hypochlorite RP4 4,910 Gals. Sodium Hypochlorite TP1 4,612 Gals. Sodium Hypochlorite TP1 4,774 Gals. Sodium Hypochlorite TP1 4,860 Gals. Sodium Hypochlorite	3000066737 3000065734 3000066738 3000067290 3000067072 3000066976 3000066975	4,665.46 4,428.60 3,907.69 4,492.69 4,492.09 4,649.88 4,446.90

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	TP1 4,802 Sodium Hypochlorite TP1 4,810 Gals. Sodium Hypochlorite RP4 4,952 Gals. Sodium Hypochlorite TP1 4,802 Gals. Sodium Hypochlorite CCWW 3,952 Sodium Hypochlorite	3000065182 3000065733 3000065735 3000066204 3000065183	4,393.83 4,401.15 4,531.08 4,393.83 3,849.25
	OLIN CORP	\$	52,652.41
ACH	GK & ASSOCIATES 46-2849-12/21 Prof Svcs 46-2849-12/21 Prof Svcs	21-113 21-112	32,900.00 15,624.00
	GK & ASSOCIATES	\$ 	48,524.00
ACH	GHD INC En20056-08/28/21 Prof. Svcs.	380-0002300	3,377.00
	GHD INC	\$	3,377.00
ACH	TRICO CORPORATION Advance Analysis & Service 12/24/21 CCWRF Oil Analysis	P61160 P61158	96.00 160.00
	TRICO CORPORATION	\$	256.00
ACH	ARCADIS U.S., INC. 9/3-10/31/21 Prof Svcs EN0000000066 9/7-10/31/21 Prof Svcs EN19001/EN19006 10/1-10/31/21 Prof Svcs	34269055 34269748 34269678	21,734.00 36,661.50 329,085.51
	ARCADIS U.S., INC.	\$	387,481.01
ACH	WESTERN AUDIO VISUAL Western AV 1 Yr Maintenance Contract	16116	14,690.76
	WESTERN AUDIO VISUAL	\$	14,690.76
ACH	WEST COAST ADVISORS January 22 Consulting Fees 1000112818	13178	9,500.00
	WEST COAST ADVISORS	\$	9,500.00
ACH	MANAGED MOBILE INC Oil Change, BIT Safety Inspect. Unit #120 Annual DOT Inspection Unit #VQU18908 Repair BIT Reports ABS Light On Unit #20 BIT Safety Inspection Unit #8810	IN00-0235232	246.06
	MANAGED MOBILE INC	\$	1,754.57
ACH	PRIORITY BUILDING SERVICES LLC Tier 3 of RP4 Maintenance Building	81060	150.00
	PRIORITY BUILDING SE	RVICES LLC\$	150.00
ACH	MWH CONSTRUCTORS INC 4600002851-11/1-1/30 Prof Svcs 4600002851-7/31-8/31 Prof Svcs 4600002851-9/1-9/30 Prof Svcs	2021-30505777 2021-30505777 2021-30505777	24,650.00

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	4600002851-10/1-10/31 Prof Svcs	2021-30505777		16,385.00
	MWH CONSTRUCTORS	INC \$		76,415.00
ACH	MSDSONLINE INC 1/31/22-1/30/23 MSDSonline HQ Acct Re	new 247438		3,499.00
	MSDSONLINE INC	\$		3,499.00
ACH	PRO-CRAFT CONSTRUCTION INC RP4 Clogged Toilet in Trailer Leak Inside Plumbing Chase	21147-1 21146-1		494.67 1,479.00
	PRO-CRAFT CONSTRU	CTION INC \$		1,973.67
ACH	THE SOLIS GROUP EN18006.00 12/1-12/31/21 RP1 Flare Im	pro 8196		1,893.00
	THE SOLIS GROUP	\$		1,893.00
ACH	VARI SALES CORPORATION Dual-Monitor Arm	IVC-2-1820446		189.10
	VARİ SALES CORPOR	ATION \$		189.10
ACH	RIGHT OF WAY INC 200 Orange Cones	58100		3,297.15
	RIGHT OF WAY INC	\$		3,297.15
ACH	SMARTCOVER SYSTEMS 12/13/21 Custom Length Cable	20927		335.00
	SMARTCOVER SYSTEM	IS \$		335.00
ACH	CENTER FOR INTERNET SECURITY I CIS Albert SM Monitoring Primary Sens	or INV-211220-00		
	CENTER FOR INTERN	ET SECURITY I\$		10,680.00
ACH	RUMBLE INC 1/18-10/30/22 Rumble Prof Edition	26013CBF-0007	,	1,031.21
	RUMBLE INC	\$		1,031.21
ACH	THE OFFICE EXPRESS South Ops 12/22 Breakfast South Ops 12/15 Holiday Lunch	1313998 1310507		248.65 527.61
	THE OFFICE EXPRES	\$\$ \$		776.26
ACH	STAPLES CONTRACT & COMMERCIAL Pen Wrist Rest, MousePad, Stapler Folder, HiLiter, Pen, Napkin, Plate, Bowl, Post its, Shapries, Corr. Tape, Mask 50 per box. Clipboard, Tape Pilot Pcise, Interoffice Env	3498046172 3497100294 Cut 3498046170 3494986423 3495498939 3498046168 3497607864		4.81 60.09 219.76 60.52 75.30 75.87 57.06

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	Steel Dryerase Alum Binder Clips, Mini B M Camacho, J Hall, M ' Mnth DeskPad, Gel Per	inder Tule,S Elie	3495919357 3498046162 3496582357 3498046166		204.71 32.86 95.81 44.07
		STAPLES CONTRACT & CO	OMMERCIAL \$		930.86
ACH	CASAMAR GROUP LLC EN19001/EN19006 11/: EN19001/EN19006 12/:	2021 Prof Svcs 2021 Prof Svcs	12892 12927		9,436.09 9,242.27
		CASAMAR GROUP LLC	\$		18,678.36
ACH	ADAM'S FALCONRY SER		16548		1,300.00
		ADAM'S FALCONRY SERV	ICE LLC \$		1,300.00
ACH	RP2MntInchRm-1/1-1/ PrdLS-12/30-1/30 34 RP1/RP5/8thStBsn-1/ DclzBsn-1/4-2/1 139 HckryDm-1/7-2/6 134 RP1StLts-1/1-1/31 3 ZnRsvr-1/6-2/3 1274 PhilLS-1/7-2/6 1818 SnSvn5PmpStn-12/30- OntLS-1/5-2/2 2525	th St 12811 6th St sn/TrnrBsn1-12/30-1/3 31 16400 El Prado Rd Johnson-Pine 3-1/31 8865 Kimball/1 78 Phila 00 Whittram Ave 4 Phila 9 6th St Phila St 1/30 13785 Banyan Riverside Dr -1/30 6075 Kimball Av 7 Whittram Ped hila St Phila St Phila St Phila St	8000703247 1 8000032094 1 0389324092 1 8002283946 1 8000257085 1 8000340637 1 8002740158 1 8000031143 1 8004022929 1 8001610323 1		1,193.79 399.44 233,691.91 417.85 263.84 75.24 64.55 80.70 219.20 24.48 230.47 7,615.85 149.03 36.18 152,153.69 52.90 157,272.38 60.29 112.98 3,068.60 557,183.37
ACH	RMA GROUP EN22017.02 8/2-8/29	/21 Prof Svcs	76903		2,863.70
		RMA GROUP	\$		2,863.70
ACH	O RINGS & THINGS RP1 Buna-70 O Rings		122881		17.65
		O RINGS & THINGS	\$		17.65
ACH	RESTEK CORP Split Liner		CD50238032		174.80
		RESTEK CORP	\$		174.80
ACH	READY REFRESH BY NE 1/22 Bottled Water,		12A002985907	1	672.73

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	READY REFRESH BY NEST	TLE	\$	672.73
ACH	EUROFINS EATON ANALYTICAL LLC 11/23/21 Recycle Water From RP1/RP4 11/9/21 Weekly Monitoring 11/30/21 Weekly Monitoring Forbes Industries (P&SC) 11/9/21 Water Sample Analysis 11/17/21 Recycle Water from RP-1/RP-4 11/10/21 Water Sample Analysis Weekly Monitoring 11/17/21 Weekly Monitoring 11/17/21 RP4 Weekly Monitoring 11/16/21 11/17/21 Water Sample Analysys 12/13/21 Danco Metal Surfacing 12/7/21 Recycle Water from RP-1/RP-4 12/7/21 Sample Water Analysis 11/11/21 Water Sample Analysis 1/4/22 Recycle Water From RP1/RP4 12/21/21 Recycle Water From RP1/RP4 12/14/21 Recycle Water From RP1/RP4 11/17/21 Recycle Water From RP1/RP4 11/16/21 Water Sample Analysis 12/28/21 Recycle Water From RP1/RP4 12/21/21 Water Sample Analysis 12/21/21 Water Sample Analysis	L0604853 L0602679 L0605633 L0602893 L0603392 L0603780 L0604374 L0607815 L0607816 L0609070 L0609074 L0608198 L0606717 L0605253 L0610909 L0609303 L0609301 L0609099 L0609098 L0609085 L0609085 L0609077		550.00 550.00 550.00 225.00 1,500.00 215.00 225.00 1,500.00 1,500.00 1,500.00 1,500.00 275.00 400.00 550.00 550.00 550.00 550.00 550.00 550.00 550.00 550.00
2.077	EUROFINS EATON ANALY	TICAL LLC	\$	21,965.00
ACH	THE SOLIS GROUP EN18006 08/01-08/31 Prof. Servs. THE SOLIS GROUP	7567	\$	1,893.00 1,893.00
ACH	EUCI TrngngHQ-Ldrshp Deve f/Wtr Sctr Utlts 2/	251441		10,741.50
	EUCI		\$	10,741.50
ACH	DELGADO, ROBERTO EdReim-WEF Water Leadership Institute	EDREIM-2	1/22	745.00
	DELGADO, ROBERTO		\$	745.00
ACH	ACCUSOURCE INC BntsHQ-Background Checks 11/23 BntsHQ-Account Set-Up Fee BntsHQ-Background Checks 12/30-1/26 BntsHQ-Background Checks 12/6-12/21	101317 100241 102278 101809		140.18 99.00 779.29 408.63
	ACCUSOURCE INC		\$	1,427.10
ACH	BROWN AND CALDWELL PL19005.00 9/24-11/25/21 Prof Svcs PL19005.00 11/26-12/30/21 Prof Svcs	12427790 12432601		49,243.44 29,014.44

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	BROWN AND CALDWELL	\$		78,257.88
ACH	FISHER SCIENTIFIC Buffer, Ricca, Blue Lab Bottle Square, Acet Acid, FL Nyl Lab Exam Glove Lab Formic Acid Lab Filter Caps, Vials Lab Nitrite Nitrogen Lab PH Probe, Digestion Vial Lab Cond STD	2701154 8308370 8308372 8370637 8370638 8502846 8693941 3638470		165.80 713.64 62.96 70.59 920.95 77.33 1,542.45 234.47
	FISHER SCIENTIFIC	\$		3,788.19
ACH	PERKINELMER HEALTH SCIENCES IN Warehouse-Glass Cyclonic Spray Chamber PERKINELMER HEALTH S	5304878773		762.78 762.78
ACH	ROYAL INDUSTRIAL SOLUTIONS	<u>`</u>		
	3-hole Clnr,Floor Stand,Wire,Electr Blst 3PDT 120VAC GP IMA MA Module LED Strip LIght Fixture Switch Pressure	6441-1044976 6441-1044562 6441-1042977 6441-1044495 6441-1042491		755.22 119.60 1,395.90 949.56 1,052.04
	ROYAL INDUSTRIAL SOL	UTIONS \$		4,272.32
ACH	UNDERGROUND SERVICE ALERT/SC 2020 Dig Safe Board CA Regulatory Fee - October 2021-229 Dig Alerts September 2021-257 Dig Alerts August 2021-282 Dig Alerts July 2021-215 Dig Alerts November 2021-227 Dig Alerts December 2021-203 Dig Alerts 2020 Dig Safe Board CA Regulatory Fee -	1020210333 920210342 820210340 720210347 1120210335 1220210329 DSB20203757 DSB20204313 DSB20204867 DSB20205416		306.56 387.85 434.05 475.30 364.75 384.55 344.95 306.56 306.56 306.56
	UNDERGROUND SERVICE	ALERT/SC \$		4,230.81
ACH	GRAINGER INC RP1 Solenoid Valve RP1 Ext. Cord, Face Respirators RP1 Inverted Marking Paint RP1 Disposable Respirator	9166357963 9182298415 9182640905 9184085596		1,769.54 1,194.30 224.72 372.90
	GRAINGER INC	\$		3,561.46
ACH	MOODY'S INVESTORS SERVICE 1/21-12/21 Local Governments Annual Fee	P0362004		5,000.00
	MOODY'S INVESTORS SE			5,000.00
ACH	O RINGS & THINGS RP1 Buna-70 O Rings,Oring Tool	123011		33.23

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		O RINGS & THINGS		\$	33.23
ACH	GENESIS CONSTRUCTION EN17110.03-1/22 Pay		PE 18-EN1	7110	93,593.05
	¥2	GENESIS CONSTRUCTION		\$	93,593.05
ACH	J F SHEA CONSTRUCTION PA17006.03-1/22 Pay		PE 4-PA17	006.	216,609.50
		J F SHEA CONSTRUCTION	N INC	\$	216,609.50
ACH	CAROLLO ENGINEERS EN24001/EN24002 11/2	1-11/30/21 Prof Svcs	FB18376		122,189.25
		CAROLLO ENGINEERS		\$	122,189.25
ACH	MCMASTER-CARR SUPPLY Steel Tubing, Fitting RP1 Batt. Water Fill RP1 Plastic Cart, Know	gs for Steel Tubing ler,Hole Plugs,Elect.	71801012 71874723 71785293		305.45 1,561.28 393.79
		MCMASTER-CARR SUPPLY	CO	\$	2,260.52
ACH	MIDPOINT BEARING FAG-3316-C3,FAG-7310 2 AMI-UCP212-39 AMI-UCP209-27 TIM-415836 Ban-B91 KOY-YCRSC-44 BAN-4L230 Bando NTN-864,NTN-854 SSS-19993 SSS-47394 SSS-61230 NTN-864, NTN-854 MPB-R24,SSS-14939	6-B-MP-UA MIDPOINT BEARING	1040687 1040528 1040469 1040688 1039815 1038869 1038882 1038605 1038469 1038141 1038137-0		934.60 409.13 126.26 42.40 84.30 252.06 27.43 577.3 52.39 81.44 245.60 621.29 68.5
ACH	TOM DODSON & ASSOCI			<u> </u>	
ACI	4600002931 Nov Prof		IE358-1		1,311.80
		TOM DODSON & ASSOCIA	TES	\$	1,311.8
ACH	PALM AUTO DETAIL IN 1/22 Carwash Svcs f	C /Agency Fleet Vehicle	22199-2		2,345.0
		PALM AUTO DETAIL INC		\$	2,345.0
ACH	W A RASIC CONSTRUCT EN21044-1/22 Pay Es EN20041-1/22 Pay Es	t 3	PE 3-EN21 PE 7-EN20	.044	5,015.4 72,306.9
	EMZ004T-T/22 Tay DS	C /			•

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	WR20027.00 8/28-12/31/21 Prof Svcs	152437R	1,628.75
	KENNEDY/JENKS CONSULT	TANTS INC \$	1,628.75
ACH	O S T S INC 2/2/22 Confined Space Entry Training	56332	1,200.00
	OSTS INC	\$	1,200.00
ACH		PE 15-EN19001 PE 18-EN18006 PE 15-EN19006 PE 22-EN17110	3,564,931.33 1,282,500.00
	W M LYLES COMPANY	\$	8,608,360.54
ACH	OLIN CORP TP1 4,864 Gals. Sodium Hypochlorite RP5 4,844 Gals. Sodium Hypochlorite CCWW 3,028 Gals. Sodium Hypochlorite RP5 4,704 Gals. Sodium Hypochlorite CCWW 4,014 Gals. Sodium Hypochlorite TP1 4,798 Gals. Sodium Hypochlorite TP1 4,860 Gals. Sodium Hypochlorite TP1 4,814 Gals. Sodium Hypochlorite RP4 4,948 Gals. Sodium Hypochlorite RP4 4,948 Gals. Sodium Hypochlorite TP1 4,800 Gals. Sodium Hypochlorite	3000067733 3000069159 3000069158 3000068194 3000067734 3000069470 3000069470 3000069157 3000069156 3000068658	4,450.56 4,432.26 2,949.27 4,581.70 3,909.64 4,673.25 4,446.90 4,404.81 4,527.42 4,675.20
	OLIN CORP	\$	43,051.01
ACH	MAUREEN ERBEZNIK AND ASSOCIATE WR20026-1/1-12/31 Prof Svcs	IEUA_FY2022_3	45,000.00
	MAUREEN ERBEZNIK AND	ASSOCIATE\$	45,000.00
ACH	US BANK VOYAGER FLEET SYSTEMS 1/22 Gasoline f/Agency Vehicles US BANK VOYAGER FLEET	8693150932205 F SYSTEMS \$	10,346.76 10,346.76
ACH	AQUA-AEROBIC SYSTEMS INC RP1 Polypropylene Support	1031451	480.01
	AQUA-AEROBIC SYSTEMS	INC \$	480.01
ACH	BIOTAGE LLC Lab Load Sensor, Overflow Sensor	152167	545.43
	BIOTAGE LLC	\$	545.43
ACH	ROGERS ANDERSON MALODY & SCOTT Audit Advisory Svcs-ACFR Review Nov 2021	70001	1,485.00
	ROGERS ANDERSON MALO	DY & SCOTT\$	1,485.00
ACH	SIEMENS INDUSTRY INC RP1 Transducer	5606570861	2,383.43

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	SIEMENS INDUSTRY INC		\$	2,383.43
ACH	RP5 1/2022 Rodent Control RP5 1/2022 Rodent Control RP5 1/2022 Monthly Service RP5 1/2022 Monthly Service RP5 Inspection All Facilities RP5 1/2022 Monthly Service RP5 1/2022 Monthly Service RP5 1/2022 Monthly Service	59566 59567 59568 59570		632.00 928.00 585.00 585.00 738.00 248.00 1,130.00 524.00 1,075.00 1,075.00 1,222.00 634.00
	DAVID WHEELER'S PEST	CONTROL I	.\$	9,361.00
ACH	KIM'S MASTER AUTO REPAIR Smog Inspection Unit 0808, Install Traile Smog Inspection Unit #1601 FltMnt-VEH 0806-Rplc Heater Hose & Assy FltMnt-VEH 0815-Chng Oil, Fltr, Rplc Bttry FltMnt-VEH 0813-Chg Oil, Fltr, Rchrg/Rst 4 FltMnt-VEH 1505-Rplc Injctr Hrns, Wrs	042514 042911 042859		185.00 35.00 312.07 428.14 268.80 309.27
	KIM'S MASTER AUTO RE	PAIR	\$	1,538.28
ACH	SNAP GRAPHICS & DESIGN 48 Coffee Mugs w/2 Agency Logos SNAP GRAPHICS & DESI	14508	 \$	355.85 355.85
		GIN .	ې 	355.65
ACH	TRICO CORPORATION RP1 Oil Analysis Oil Analysis	P61411 P61429		128.00 64.00
	TRICO CORPORATION		\$	192.00
ACH	EUROFINS EATON ANALYTICAL LLC 1/18/22 Recycle Water From RP1/RP4 1/11/22 Water Sample Analysis 1/10/22 Water Sample Analysis 1/11/22 Recycle Water From RP1/RP4	L0612024 L0612231 L0612233 L0612021		400.00 1,500.00 1,000.00 400.00
	EUROFINS EATON ANALY	TICAL LLC	\$	3,300.00
ACH	ATKINSON, ANDELSON, LOYA, 1/22 General Labor Advice	643241		13,010.50
	ATKINSON, ANDELSON,	LOYA,	\$	13,010.50
ACH	ENVIRONMENTAL SCIENCE ASSOCIAT D202000275.03 12/1-12/31/21 Prof Svcs D202000275.06 12/1-12/31/21 Prof Svcs D202000275.05 12/1-12/31/21 Prof Svcs D202000275.03 11/1-11/30/21 Prof Svcs	171076 171032 171031 170621		1,624.83 345.00 213.93 6,440.10

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		ENVIRONMENTAL SCIENCE	E ASSOCIAT\$		8,623.84
ACH	18,174.64 Lbs Ferri	CHNOLOGIES Chloride Solution c Chloride Solution c Chloride Solution			5,588.33 6,125.75 5,573.15
		CALIFORNIA WATER TECH	NOLOGIES \$		17,287.23
ACH	FRESNO FIRST BANK EN18006-1/22 Pay Es	t 18	PE 18-EN18	006	1,646.90
		FRESNO FIRST BANK	\$		1,646.90
ACH	TECHNICAL SYSTEMS I EN220002 Prof Svcs	NC	8047-001		6,540.00
		TECHNICAL SYSTEMS INC	C \$		6,540.00
ACH	THE PM GROUP 50 Presentation Fol	ders	21-4103		1,936.27
		THE PM GROUP	\$	}	1,936.27
ACH	PRIORITY BUILDING S Jan 2022 Janitorial Jan 2022 Janitorial	Svcs	81317 81318		20,783.74
		PRIORITY BUILDING SE	RVICES LLC\$;	29,183.96
ACH	KRD MANAGEMENT CONS EE&CM/HQ-4/1/21-12/	ULTING LLC 1/21 Prof Svcs	3 46000027	30	12,512.50
		KRD MANAGEMENT CONSU	LTING LLC \$		12,512.50
ACH	MEANS CONSULTING LL PL19005 1/22 Prof S PL19005 12/21 Prof	vcs	IE-5642 IE-5641		4,590.00 6,480.00
		MEANS CONSULTING LLC	ģ	5	11,070.00
ACH	THE SOLIS GROUP EN17042.00 9/1/21-9 EN17042 08/01-08/31	/30/21 Prof. Svcs Prof. Srvs.	7727 7566		1,100.00 1,100.00
		THE SOLIS GROUP	Ş	5	2,200.00
ACH	WATER SYSTEMS CONSURP1 Aeration 8/1-8/RP1 11/1-11/30/21 P	31/21 Prof Svcs	6022 6283		2,242.50 9,045.00
		WATER SYSTEMS CONSUL	TING INC	5	11,287.50
ACH	CAPO PROJECTS GROUP EN11039.00 12/2021		5302		24,200.00
		CAPO PROJECTS GROUP	LLC S		24,200.00
	LUTZ JESCO AMERICA	CORRORATION			

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	Inv-Metering Pumps		15026089	_	4,738.30
		LUTZ JESCO AMERICA C	ORPORATION\$		4,738.30
ACH	STAPLES CONTRACT & C Phone Stand, Holder B		3498760154		37.45
		STAPLES CONTRACT & C	OMMERCIAL \$		37.45
ACH	INLAND EMPIRE WINDUS RP1 Tube, Plug, Nipple Tubing		038246 01 038143 01		277.90 181.30
		INLAND EMPIRE WINDUS	TRIAL CO \$		459.20
ACH	RADAR ENVIRONMENTAL January 2022 Monthly		1535		4,826.00
		RADAR ENVIRONMENTAL	INC \$		4,826.00
ACH	ADAM'S FALCONRY SERV 1/2022 Bird Control		16583		1,300.00
		ADAM'S FALCONRY SERV	TICE LLC \$		1,300.00
ACH	FRESNO FIRST BANK EN19001-1/22 Pay Est EN19006-1/22 Pay Est		PE 15-EN19001 PE 15-EN19006		196,296.75 187,627.96
		FRESNO FIRST BANK	\$		383,924.71
ACH	MUNICIPAL RESOURCE (8/21 Leadership Tra 9/21,10/21 Leadersh		03-21-407 03-21-497		2,250.00
		MUNICIPAL RESOURCE G	ROUP LLC \$		3,150.00
ACH	BANNER BANK EN17110.03-1/22 Pay	Est 18	PE 18-EN17110		4,925.95
		BANNER BANK	\$		4,925.95
ACH	SENTRIMAX CENTRIFUG RP1 10/25 Field Svc	ES USA INC Call Centrifuge (S/N	1 6002763		7,375.10
		SENTRIMAX CENTRIFUGE	ES USA INC \$		7,375.10
ACH	METRO BUILDERS & EN RW15003.05-1/22 Pay		PE 5-RW15003.		47,476.25
		METRO BUILDERS & ENG	FINEERS GRP\$		47,476.25
ACH	BrksStBsn-1/14-2/13 VctrBsn/MWDCB11-1/2	3707 San Bernardino A 10661 Silicon Ped 0-2/16 Victoria St/Ba 15 11294 Roswell Ave /15 16400 El Prado Ro 4700 San Jose	8000094378 1/ 2 0228789092 2/ 8000629815 2/		6,121.21 60.19 113.96 78.08 3,534.12 86.65

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	I/WLn-1/19-2/15 34 1630EPmpStn-1/19-2/ BrksRWTrnOt-1/18-2/	13400 Betsy Ross Ct East End-Grand 15 7420 1/2 East 14 4349 Orchard St 4 12100 Banyan St	8000136547 2/ 8000031936 2/ 8000414223 2/ 8002166155 2/ 8004147332 2/		33.52 19.26 49,197.36 24.60 34.39
		SO CALIF EDISON	\$		59,303.34
ACH	SO CALIF GAS CCWRP/TP-1/3-2/2 14 MntBldg/Whs-1/21-2/ TP1-1/21-2/2 2564 RP1-1/1-2/1 2450 Ph RP1-1/1-2/1 2450 Ph RP2Dg-1/1-2/1 16400 RP1Cmplx-12/31-1/31 RP4-1/20-2/18 12811 TP5-12/30-1/31 6075 RP5-12/30-1/31 6075 HQA/B-12/30-1/31 60	22 2604 Walnut St Walnut St ila St ila St El Prado Rd 2450 Phila St 6th St Kimball Ave	14959861 1/22 13484545 2/22 06576432 2/22 11336197 1/22 5300510 1/22 14944655 1/22 12140888 1/22 10605111 2/22 15579076 1/22 13619305 1/22 15729783 1/22		40.99 695.75 60.70 50.00 5,424.37 314.44 54.50 34.54 24.07 3,211.09 109.37
		SO CALIF GAS	\$		10,019.82
ACH	LEVEL 3 COMMUNICATI 2/2022 993-1600	ONS LLC	993-1600 2/22		928.34
		LEVEL 3 COMMUNICATIO	NS LLC \$		928.34
ACH	IEUA EMPLOYEES' ASS P/R 4 2/25/22 Emplo		HR 0104100		177.00
		IEUA EMPLOYEES' ASSO	CIATION \$		177.00
ACH	IEUA SUPERVISORS UN P/R 4 2/25/22 Emplo		HR 0104100		315.00
		IEUA SUPERVISORS UNI	ON ASSOCIA\$		315.00
ACH	IEUA GENERAL EMPLOY P/R 4 2/25/22 Emplo		HR 0104100		994.10
		IEUA GENERAL EMPLOYE	ES ASSOCIA\$		994.10
ACH	INLAND EMPIRE UNITE P/R 4 2/25/22 Emplo		HR 0104100		21.00
		INLAND EMPIRE UNITED	WAY \$		21.00
ACH	IEUA PROFESSIONAL E P/R 4 2/25/22 Emplo		HR 0104100		612.00
		IEUA PROFESSIONAL EM	IPLOYEES AS\$		612.00
ACH	WEX HEALTH INC P/R 4 2/25/22 Cafet	teria Plan	HR 0104100		4,697.03
		WEX HEALTH INC	\$		4,697.03
ACH	CITY EMPLOYEES ASSO	CIATES			

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	P/R 4 2/25/22 Employ	ree Ded	HR 01041	L00 352.50
	1/10 1 2/23/22 1111920]	CITY EMPLOYEES ASSOC		352.50
A CILI		CIII EMPLOTEED ADDOC.	TUTED À	332.30
ACH	GRAYBAR ELECTRIC CO APX Service Bypass I Ecostruxure Training	Panel J Materials	9324336472 9323131797	264.57 5,333.63
		GRAYBAR ELECTRIC CO	\$	5,598.20
ACH	HI-WAY SAFETY RENTAI Inv- Blck Base Cones	LS INC 5-18" 3lb,28" 7lb	123686	634.92
		HI-WAY SAFETY RENTAL	S INC \$	634.92
ACH	U S BANK NA 10/21-12/21 Custodia	al Admin Fees	6400334	2,126.24
		U S BANK NA	\$	2,126.2
ACH	INLAND EMPIRE REGION RP2-1/22 Biosolids RP1-1/22 Biosolids	VAL	90030889 90030888	
		INLAND EMPIRE REGION	AL \$	295,052.3
ACH	Reim-1/11/22 Lnch Mt	Training-4 Day Cours tg-KM,RD y/Safety/All Hands Mt	39053 ALIN	A'S 46.3
		DELGADO, ROBERTO	\$	846.1
ACH	BREIG, ANNA Reim Monthly Health	Prem	HEALTH PRE	M 153.5
		BREIG, ANNA	\$	153.5
ACH	ESTRADA, JIMMIE J Reim Monthly Health	Prem	HEALTH PREI	M 456.0
		ESTRADA, JIMMIE J	\$	456.0
ACH	HORNE, WILLIAM Reim Monthly Health	Prem	HEALTH PREI	M 456.0
		HORNE, WILLIAM	\$	456.0
ACH	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH PREI	M 153.5
		LICHTI, ALICE	\$	153.5
ACH	NOWAK, THEO T Reim Monthly Health	Prem	HEALTH PRE	M 442.0

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	Reim Monthly Health	Prem F	HEALTH	PREM	153.53
		DYKSTRA, BETTY		\$	 153.53
ACH	MUELLER, CAROLYN	The same of the sa	THAT THE	DDEM.	152 52
	Reim Monthly Health		HEALTH :		 153.53
		MUELLER, CAROLYN		\$	153.53
ACH	CANADA, ANGELA Reim Monthly Health	Prem I	HEALTH	PREM	153.53
		CANADA, ANGELA		\$	 153.53
ACH	CUPERSMITH, LEIZAR				450.50
	Reim Monthly Health		HEALTH		 153.53
		CUPERSMITH, LEIZAR		\$	153.53
ACH	HOBBS, DIANA Reim Monthly Health	Prem I	HEALTH	PREM	456.06
		HOBBS, DIANA		\$	 456.06
ACH	DELGADO-ORAMAS JR,				
	Reim Monthly Health	Prem I	HEALTH	PREM	 302.53
		DELGADO-ORAMAS JR, JOS	SE	\$	302.53
ACH	GRANGER, BRANDON Reim Monthly Health	Prem I	HEALTH	PREM	147.76
	_	GRANGER, BRANDON		\$	 147.76
ACH	GADDY, CHARLES L				
	Reim Monthly Health	Prem 1	HEALTH	PREM	 147.76
		GADDY, CHARLES L		\$	147.76
ACH	WEBB, DANNY C Reim Monthly Health	Prem 1	HEALTH	PREM	149.00
	-	WEBB, DANNY C		\$	 149.00
ACH	HUMPHREYS, DEBORAH				
	Reim Monthly Health	Prem	HEALTH	PREM	 151.27
		HUMPHREYS, DEBORAH E		\$	151.27
ACH	MOUAT, FREDERICK W Reim Monthly Health		HEALTH	PREM	151.27
	4	MOUAT, FREDERICK W		\$	 151.27
ACH	MORGAN, GARTH W	·			
	Reim Monthly Health	Prem	HEALTH	PREM	 149.00
		MORGAN, GARTH W		\$	149.00

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ACH	ALLINGHAM, JACK Reim Monthly Health	Prem ALLINGHAM, JACK	HEALTH PREM	2.27 2.27
ACH	MAZUR, JOHN Reim Monthly Health	Prem MAZUR, JOHN	HEALTH PREM	511.16 511.16
ACH	HAMILTON, MARIA Reim Monthly Health	Prem HAMILTON, MARIA	HEALTH PREM	149.00 149.00
ACH	RAMOS, CAROL Reim Monthly Health	Prem RAMOS, CAROL	HEALTH PREM	2.27 2.27
ACH	FISHER, JAY Reim Monthly Health	Prem FISHER, JAY	HEALTH PREM	149.00 149.00
ACH	KING, PATRICK Reim Monthly Health	Prem KING, PATRICK	HEALTH PREM	2.27
ACH	DIETZ, JUDY Reim Monthly Health	Prem DIETZ, JUDY	HEALTH PREM	149.00 149.00
ACH	MONZAVI, TAGHI Reim Monthly Health	Prem MONZAVI, TAGHI	HEALTH PREM	2.27
ACH	PETERSEN, KENNETH Reim Monthly Health	Prem PETERSEN, KENNETH	HEALTH PREM	153.53 153.53
ACH	TRAUTERMAN, HELEN Reim Monthly Health	Prem TRAUTERMAN, HELEN	HEALTH PREM	153.53 153.53
ACH	TIEGS, KATHLEEN Reim Monthly Health	Prem TIEGS, KATHLEEN	HEALTH PREM	456.06 456.06
ACH	DIGGS, GEORGE Reim Monthly Health	Prem DIGGS, GEORGE	HEALTH PREM	456.06 456.06

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ACH	HAYES, KENNETH Reim Monthly Health	Prem HAYES, KENNETH	HEALTH PREM	456.06 456.06
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem RODRIGUEZ, LOUIS	HEALTH PREM	151.27 151.27
ACH	VARBEL, VAN Reim Monthly Health	Prem VARBEL, VAN	HEALTH PREM	302.53 302.53
ACH	CLIFTON, NEIL Reim Monthly Health	Prem CLIFTON, NEIL	HEALTH PREM	302.53 302.53
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH PREM	302.53 302.53
ACH	TROXEL, WYATT Reim Monthly Health	Prem TROXEL, WYATT	HEALTH PREM	153.53 153.53
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem CORLEY, WILLIAM	HEALTH PREM	302.53 302.53
ACH	LESNIAKOWSKI, NORBEI Reim Monthly Health	RT Prem LESNIAKOWSKI, NORBER	HEALTH PREM	146.52 146.52
ACH	VER STEEG, ALLEN J Reim Monthly Health	Prem VER STEEG, ALLEN J	HEALTH PREM	147.76 147.76
ACH	HACKNEY, GARY Reim Monthly Health	Prem HACKNEY, GARY	HEALTH PREM	511.16 511.16
ACH	TOL, HAROLD Reim Monthly Health	Prem TOL, HAROLD	HEALTH PREM	153.53 153.53
ACH	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH PREM	153.53

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		BANKSTON, GARY	\$	153.53
ACH	ATWATER, RICHARD Reim Monthly Health	Prem	HEALTH PREM	149.00
		ATWATER, RICHARD	\$	149.00
ACH	FIESTA, PATRICIA Reim Monthly Health	Prem	HEALTH PREM	302.53
		FIESTA, PATRICIA	\$	302.53
ACH	CARAZA, TERESA Reim Monthly Health	Prem	HEALTH PREM	2.27
		CARAZA, TERESA	\$	2.27
ACH	ANDERSON, JOHN L Reim Monthly Health	Prem	HEALTH PREM	456.06
		ANDERSON, JOHN L	\$	456.06
ACH	SANTA CRUZ, JACQUELY Reim Monthly Health		HEALTH PREM	727.09
		SANTA CRUZ, JACQUEL	YN \$	727.09
ACH	HECK, ROSELYN Reim Monthly Health	Prem	HEALTH PREM	2.27
		HECK, ROSELYN	\$	2.27
ACH	SOPICKI, LEO Reim Monthly Health	Prem	HEALTH PREM	295.52
		SOPICKI, LEO	\$	295.52
ACH	GOSE, ROSEMARY Reim Monthly Health	Prem	HEALTH PREM	149.00
		GOSE, ROSEMARY	\$	149.00
ACH	KEHL, BARRETT Reim Monthly Health	Prem	HEALTH PREM	149.00
		KEHL, BARRETT	\$	149.00
ACH	RITCHIE, JANN Reim Monthly Health	Prem	HEALTH PREM	149.00
		RITCHIE, JANN	\$	149.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem	HEALTH PREM	362.16
		LONG, ROCKWELL DEE	\$	362.16
ACH	FATTAHI, MIR Reim Monthly Health	Prem	HEALTH PREM	149.00

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		FATTAHI, MIR	\$	149.00
ACH	VERGARA, FLORENTINO Reim Monthly Health	Prem	HEALTH PREM	302.53
		VERGARA, FLORENTINO	\$	302.53
ACH	WALL, DAVID Reim Monthly Health	Prem	HEALTH PREM	359.89
		WALL, DAVID	\$	359.89
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem	HEALTH PREM	151.2
		CHUNG, MICHAEL	\$	151.2
ACH	ADAMS, PAMELA Reim Monthly Health	Prem	HEALTH PREM	2.2
		ADAMS, PAMELA	\$	2.2
ACH	BLASINGAME, MARY Reim Monthly Health	Prem	HEALTH PREM	570.7
		BLASINGAME, MARY	\$	570.7
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem	HEALTH PREM	151.2
		ANDERSON, KENNETH	\$	151.2
ACH	MOE, JAMES Reim Monthly Health	Prem	HEALTH PREM	2.2
		MOE, JAMES	\$	2.2
ACH	POLACEK, KEVIN Reim Monthly Health	Prem	HEALTH PREM	719.7
		POLACEK, KEVIN	\$	719.7
ACH	ELROD, SONDRA Reim Monthly Health	Prem	HEALTH PREM	151.2
		ELROD, SONDRA	\$	151.2
ACH	FRAZIER, JACK Reim Monthly Health	Prem	HEALTH PREM	2.2
		FRAZIER, JACK	\$	2.2
ACH	HOAK, JAMES Reim Monthly Health	Prem	HEALTH PREM	149.0
		HOAK, JAMES	\$	149.0

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	Reim Monthly Health	Prem	HEALTH PREM	2.27
		DEZHAM, PARIVASH	\$	2.27
ACH	FOLEY III, DANIEL J. Reim Monthly Health		HEALTH PREM	210.89
	Reill Monthly Health	FOLEY III, DANIEL J.		210.89
ACH	CLEVELAND, JAMES	POLICI III, DANIEL U.	<u> </u>	210.05
АСП	Reim Monthly Health	Prem	HEALTH PREM	149.00
		CLEVELAND, JAMES	\$	149.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem	HEALTH PREM	708.06
	recin rollery modern	LANGNER, CAMERON	\$	708.06
ACH	HAMILTON, LEANNE		т	
11011	Reim Monthly Health	Prem	HEALTH PREM	2.27
		HAMILTON, LEANNE	\$	2.27
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem	HEALTH PREM	149.00
	1	HOOSHMAND, RAY	\$	149.00
ACH	SCHLAPKOHL, JACK		i	
	Reim Monthly Health	Prem	HEALTH PREM	149.00
		SCHLAPKOHL, JACK	\$	149.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH PREM	210.89
		POOLE, PHILLIP	\$	210.89
ACH	ADAMS, BARBARA	_	1100 1 0011 DD 101	147 76
	Reim Monthly Health		HEALTH PREM	147.76
2.077	DITTO CONTINUE	ADAMS, BARBARA	\$	147.76
ACH	RUESCH, GENECE Reim Monthly Health	Prem	HEALTH PREM	153.53
		RUESCH, GENECE	\$	153.53
ACH	VANDERPOOL, LARRY Reim Monthly Health	Drem	HEALTH PREM	568.24
	Verm Monental nearch	VANDERPOOL, LARRY	\$	568.24
ACH	AMBROSE, JEFFREY		т	
ACII	Reim Monthly Health	Prem	HEALTH PREM	302.53
		AMBROSE, JEFFREY	\$	302.53

For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	tes Agency	Page 40 Date 03/30/2022
Check	Payee / Description			Amoun
ACH	MERRILL, DIANE Reim Monthly Health	Prem MERRILL, DIANE	HEALTH PREM	569.48 569.48
ACH	HOUSER, ROD Reim Monthly Health	Prem HOUSER, ROD	HEALTH PREM	717.24 717.24
ACH	RUSSO, VICKI Reim Monthly Health	Prem RUSSO, VICKI	HEALTH PREM	210.89 210.89
ACH	HUSS, KERRY Reim Monthly Health	Prem HUSS, KERRY	HEALTH PREM	989.95 989.95
ACH	BINGHAM, GREGG Reim Monthly Health	Prem BINGHAM, GREGG	HEALTH PREM	362.16 362.16
ACH	CHARLES, DAVID Reim Monthly Health	Prem CHARLES, DAVID	HEALTH PREM	149.00 149.00
ACH	YEBOAH, ERNEST Reim Monthly Health	Prem YEBOAH, ERNEST	HEALTH PREM	149.00 149.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health	Prem ALVARADO, ROSEMARY	HEALTH PREM	153.53 153.53
ACH	BARELA, GEORGE Reim Monthly Health	Prem BARELA, GEORGE	HEALTH PREM \$	149.00
ACH	FETZER, ROBERT Reim Monthly Health	Prem FETZER, ROBERT	HEALTH PREM	719.78
ACH	SPAETH, ERIC Reim Monthly Health	Prem SPAETH, ERIC	HEALTH PREM	2.2
ACH	DAVIS, MARTHA Reim Monthly Health	Prem DAVIS, MARTHA	HEALTH PREM	2.2'

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 41 Date 03/30/2022
Check	Payee / Description			Amount
ACH	BRULE, CHRISTOPHER Reim Monthly Health	Prem BRULE, CHRISTOPHER	HEALTH PREM	210.89
ACH	ROOS, JAMES Reim Monthly Health	Prem ROOS, JAMES	HEALTH PREM	362.16 362.16
ACH	MULLANEY, JOHN Reim Monthly Health	Prem MULLANEY, JOHN	HEALTH PREM	359.89 359.89
ACH	VALENZUELA, DANIEL Reim Monthly Health	Prem VALENZUELA, DANIEL	HEALTH PREM	570.78 570.78
ACH	PACE, BRIAN Reim Monthly Health	Prem PACE, BRIAN	HEALTH PREM	570.78 570.78
ACH	KING, JOSEPH Reim Monthly Health	Prem KING, JOSEPH	HEALTH PREM	149.00 149.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health	Prem VILLALOBOS, HECTOR	HEALTH PREM	210.89 210.89
ACH	BAXTER, KATHLEEN Reim Monthly Health	Prem BAXTER, KATHLEEN	HEALTH PREM	210.89 210.89
ACH	PENMAN, DAVID Reim Monthly Health	Prem PENMAN, DAVID	HEALTH PREM	570.78 570.78
ACH	ANGIER, RICHARD Reim Monthly Health	Prem ANGIER, RICHARD	HEALTH PREM	570.78 570.78
ACH	MERRILL, DEBORAH Reim Monthly Health	Prem MERRILL, DEBORAH	HEALTH PREM	153.53 153.53
ACH	O'DEA, KRISTINE Reim Monthly Health	Prem	HEALTH PREM	151.27

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utili 2 Treasurer Report	ties Agency	Page Date	42 03/30/202
Check	Payee / Description				Amoun
		O'DEA, KRISTINE	\$		151.27
ACH	OAKDEN, LISA Reim Monthly Health	Prem	HEALTH PREM		935.72
		OAKDEN, LISA	\$		935.72
ACH	LAUGHLIN, JOHN Reim Monthly Health	Prem	HEALTH PREM		149.00
		LAUGHLIN, JOHN	\$		149.00
ACH	HUGHBANKS, ROGER Reim Monthly Health	Prem	HEALTH PREM		210.89
		HUGHBANKS, ROGER	\$		210.89
ACH	SPENDLOVE, DANNY Reim Monthly Health	Prem	HEALTH PREM		151.27
		SPENDLOVE, DANNY	\$		151.27
ACH	HOULIHAN, JESSE Reim Monthly Health	Prem	HEALTH PREM		210.89
		HOULIHAN, JESSE	\$		210.89
ACH	WARMAN, EVELYN Reim Monthly Health	Prem	HEALTH PREM		2.27
		WARMAN, EVELYN	\$		2.27
ACH	HERNANDEZ, DELIA Reim Monthly Health	Prem	HEALTH PREM		210.89
		HERNANDEZ, DELIA	\$		210.89
ACH	GUARDIANO, GARY Reim Monthly Health	Prem	HEALTH PREM		151.27
		GUARDIANO, GARY	\$		151.27
ACH	POMERLEAU, THOMAS Reim Monthly Health	Prem	HEALTH PREM		2.2
		POMERLEAU, THOMAS	\$		2.2
ACH	BARRER, SATURNINO Reim Monthly Health	Prem	HEALTH PREM		359.8
		BARRER, SATURNINO	\$		359.8
ACH	LACEY, STEVEN Reim Monthly Health	Prem	HEALTH PREM		786.7
		LACEY, STEVEN	\$		786.7
ACH	MILLS, JOHN Reim Monthly Health	Prem	HEALTH PREM		2.2

Report For 02	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit 2 Treasurer Report	ies Agen	cy	Page Date	43 03/30/202
Check	Payee / Description					Amour
		MILLS, JOHN		\$		2.27
ACH	REED, RANDALL Reim Monthly Health	Prem	HEALTH	PREM		719.78
		REED, RANDALL		\$		719.78
ACH	RAMIREZ, REBECCA Reim Monthly Health	Prem	HEALTH	PREM		359.8
		RAMIREZ, REBECCA		\$		359.8
ACH	RAZAK, HALLA Reim Monthly Health	Prem	HEALTH	PREM		149.0
		RAZAK, HALLA		\$		149.0
ACH	OSBORN, CINDY L Reim Monthly Health	Prem	HEALTH	PREM		359.8
		OSBORN, CINDY L		\$		359.8
ACH	FESTA, GARY Reim Monthly Health	Prem	HEALTH	PREM		279.5
		FESTA, GARY		\$		279.5
ACH	MENDEZ, DAVID G Reim Monthly Health	Prem	HEALTH	PREM		362.1
		MENDEZ, DAVID G		\$		362.1
ACH	DELGADO, FLOR MARIA Reim Monthly Health		HEALTH	PREM		149.0
		DELGADO, FLOR MARIA		\$		149.0
ACH	GROENVELD, NELLETJE Reim Monthly Health	Prem	HEALTH	PREM		210.8
		GROENVELD, NELLETJE		\$		210.8
ACH	BATONGMALAQUE, CHAR Reim Monthly Health	LIE L Prem	HEALTH	PREM		362.1
		BATONGMALAQUE, CHARL	IE L	\$		362.1
ACH	BOBBITT, JOHN Reim Monthly Health	Prem	HEALTH	PREM		149.0
		BOBBITT, JOHN		\$		149.0
ACH	NEIGHBORS, CLAUDIA Reim Monthly Health	Prem	HEALTH	PREM		210.8
		NEIGHBORS, CLAUDIA		\$		210.8

	: ZFIR TREASURER /01/2022 ~ 02/28/2022		ies Agency	Page 44 Date 03/30/202
Check	Payee / Description			Amoun
	Reim Monthly Health	Prem	HEALTH PREM	153.53
		CHENG, TINA Y	\$	153.53
ACH	JACKSON, PATRICIA M	Droom	HEALTH PREM	151 07
	Reim Monthly Health			151.27 151.27
2011	CTDCON CONCEANCE A	JACKSON, PATRICIA M	\$	151.27
ACH	GIBSON, CONSTANCE A Reim Monthly Health		HEALTH PREM	149.00
		GIBSON, CONSTANCE A	\$	149.00
ACH	GU, JASON		*******	151 05
	Reim Monthly Health		HEALTH PREM	151.27
		GU, JASON	\$	151.27
ACH	KOPP, LINDA L Reim Monthly Health	Prem	HEALTH PREM	2.25
		KOPP, LINDA L	\$	2.2
ACH	SCHERCK, JOHN	_		252
	Reim Monthly Health		HEALTH PREM	359.89
		SCHERCK, JOHN	\$	359.89
ACH	WOODRUFF, APRIL F Reim Monthly Health	Prem	HEALTH PREM	210.89
		WOODRUFF, APRIL F	\$	210.8
ACH	ELEBY, CRYSTAL			
	Reim Monthly Health		HEALTH PREM	420.48
		ELEBY, CRYSTAL	\$	420.48
ACH	BUCHANAN, JAMES S Reim Monthly Health	Prem	HEALTH PREM	149.0
		BUCHANAN, JAMES S	\$	149.0
ACH	LUCAS, LARRY			
	Reim Monthly Health	Prem	HEALTH PREM	149.0
		LUCAS, LARRY	\$	149.0
ACH	LOPEZ, MARK A Reim Monthly Health	Prem	HEALTH PREM	359.8
		LOPEZ, MARK A	\$	359.8
ACH	SANTA CRUZ, VICTOR			
	Reim Monthly Health		HEALTH PREM	578.0
		SANTA CRUZ, VICTOR	\$	578.0

For 02	/01/20 2 2 ~ 02/28/2022	2 Treasurer Report			Date	03/30/202
Check	Payee / Description					Amoun
ACH	TRAUGOTT, JEFFREY P Reim Monthly Health	Prem	HEALTH I	PREM		359.89
		TRAUGOTT, JEFFREY P		\$		359.89
ACH	RIVERA, VINCENT J Reim Monthly Health	Prem	HEALTH I	PREM		719.78
		RIVERA, VINCENT J		\$		719.78
ACH	DOAN, KHANH V Reim Monthly Health	Prem	HEALTH I	PREM		719.78
		DOAN, KHANH V		\$		719.78
ACH	ARGUELLES, ALEX Reim Monthly Health	Prem	HEALTH :	PREM		786.72
		ARGUELLES, ALEX		\$		786.72
ACH	PROCTOR, CRAIG Reim Monthly Health	Prem	HEALTH :	PREM		786.72
		PROCTOR, CRAIG		\$		786.72
ACH	STONE, VICTORIA L Reim Monthly Health	Prem	HEALTH :	PREM		570.78
		STONE, VICTORIA L		\$		570.78
ACH	KREIMEYER, CARL L Reim Monthly Health	Prem	HEALTH	PREM		359.8
		KREIMEYER, CARL L		\$		359.8
ACH	CHAVEZ, NESTOR Reim Monthly Health	Prem	HEALTH	PREM		359.8
		CHAVEZ, NESTOR		\$		359.8
ACH	MCCHRISTY, KAREN Reim Monthly Health	Prem	HEALTH	PREM		151.2
		MCCHRISTY, KAREN		\$		151.2
ACH	ROSALES, TIMOTEO P Reim Monthly Health	Prem	HEALTH	PREM		719.7
		ROSALES, TIMOTEO P		\$		719.7
ACH	PELLY, GARY Reim Monthly Health	Prem	HEALTH	PREM		569.4
		PELLY, GARY		\$		569.4
ACH	GUTIERREZ, MICHAEL Reim Monthly Health		HEALTH	PREM		153.5
		GUTIERREZ, MICHAEL C	1	\$		153.5

Report For 02,	: ZFIR TREASURER /01/2022 ~ 02/28/2022	Inland Empire Utilit: 2 Treasurer Report	ies Agency	Page 46 Date 03/30/2022
Check	Payee / Description			Amount
ACH	ROBISON, JOHN Reim Monthly Health	Prem ROBISON, JOHN	HEALTH PREM	149.00 149.00
ACH	DELZER, HARLAN D Reim Monthly Health	Prem DELZER, HARLAN D	HEALTH PREM	302.53
ACH	OAKDEN, SCOTT A Reim Monthly Health	Prem OAKDEN, SCOTT A	HEALTH PREM	786.72 786.72
ACH	HEIN, DAVID J Reim Monthly Health	Prem HEIN, DAVID J	HEALTH PREM	210.89 210.89
ACH	VALENCIA, CHRISTINA Reim Monthly Health	Prem VALENCIA, CHRISTINA	HEALTH PREM	210.89 210.89
ACH	FRESQUEZ, ADRIAN Reim Monthly Health	Prem FRESQUEZ, ADRIAN	HEALTH PREM	359.89 359.89
ACH	MALDONADO, ARTHUR Reim Monthly Health	Prem MALDONADO, ARTHUR	HEALTH PREM	2.27
ACH	SARMIENTO, JESSICA Reim Monthly Health	Prem SARMIENTO, JESSICA	HEALTH PREM	210.89 210.89
ACH	VANBREUKELEN, ALBER' Reim Monthly Health		HEALTH PREM	149.00 149.00
ACH	EMPOWER RETIREMENT P/R 3 2/11/22 Defer	red Comp EMPOWER RETIREMENT	HR 0103700	81,242.88 81,242.88

Grand Total Payment Amount: \$ 18,644,273.90

Attachment 2D

Vendor Wires (excludes Payroll)

Wire STATE BOARD OF EQUALIZATION 1/22 Sales Tax Deposit 23784561 1/22 10,97 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 4 2/25/22 Taxes HR 0104100 14,28 P/R 4 2/25/22 Taxes HR 0104100 14,28 P/R 4 2/25/22 Taxes HR 0104100 14,28 P/R 4 2/25/22 Taxes HR 0104100 344,54 P/R 4 2/25/22 Taxes HR 0104100 344,54 P/R 4 2/25/22 Taxes HR 0104100 344,54 P/R 4 2/25/22 Taxes HR 0103600 P/R 103 2/11/22 Taxes HR 0103600 P/R 103 2/11/22 Taxes HR 0103500 P/R 103 2/14/22 Taxes HR 0103500 P/R 103 2/14/22 Taxes HR 0103500 P/R 103 2/11/22 Taxes HR 0103600 P/R 103500 1,13 P/R 103 2/11/22 Taxes HR 0103600 P/R 103 2/11/22 Taxes HR 0103600 P/R 103500 1,13 P/R 103500 P/R 103	43.23 80.88 24.11
1/22 Sales Tax Deposit 23784561 1/22 10,978	43.23 80.88 24.11
1/22 Sales Tax Deposit 23784561 1/22 10,978	43.23 80.88 24.11
Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 4 2/25/22 Taxes P/R 4 2/25/22 Taxes HR 0104100 14,28	43.23 80.88 24.11 46.52
## P/R 4 2/25/22 Taxes	80.88 24.11 46.52
## P/R 4 2/25/22 Taxes	80.88 24.11 46.52
Wire INTERNAL REVENUE SERVICE P/R 4 2/25/22 Taxes HR 0104100 344,54 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 2 2/11/22 Taxes HR 0103500 P/R 103 2/14/22 Taxes HR 0103500 EMPLOYMENT DEVELOPMENT DEVELOPMENT DEPARTM\$ Wire INTERNAL REVENUE SERVICE P/R DIR 2 2/11/22 Taxes HR 0103600 2,83 HR 0103500 1,13 INTERNAL REVENUE SERVICE \$ 3,96 Wire STATE DISBURSEMENT UNIT P/R 4 2/25/22 HR 0104100 2,36 Wire EMPLOYMENT DEVELOPMENT UNIT \$ 2,36 Wire EMPLOYMENT DEVELOPMENT UNIT \$ 2,36 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 203 2/11/22 Taxes HR 0103800 15	46.52
P/R 4 2/25/22 Taxes	
### INTERNAL REVENUE SERVICE \$ 344,54 Wire	
Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 2 2/11/22 Taxes	46.52 ———
### P/R DIR 2 2/11/22 Taxes	
### P/R 103 2/14/22 Taxes ### 0103500 ### 0103500 ### 0103500 ### 0103500 ### 0103500 ### 0103500 ### 058 #### 058 ##### 058 ### 058 ### 058 ##########	32.01
### EMPLOYMENT DEVELOPMENT DEPARTM\$ EMPLOYMENT DEVELOPMENT DEPARTM\$ 58	57.48 96.27
Wire INTERNAL REVENUE SERVICE P/R DIR 2 2/11/22 Taxes	 85.76
P/R DIR 2 2/11/22 Taxes	55.76
Wire STATE DISBURSEMENT UNIT P/R 4 2/25/22 HR 0104100 2,36 STATE DISBURSEMENT UNIT \$ 2,36 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 203 2/11/22 Taxes HR 0103800 15	31.38
Wire STATE DISBURSEMENT UNIT P/R 4 2/25/22 HR 0104100 2,36 STATE DISBURSEMENT UNIT \$ 2,36 Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 203 2/11/22 Taxes HR 0103800 15	35.23
P/R 4 2/25/22	66.61
Wire EMPLOYMENT DEVELOPMENT DEPARTM P/R 203 2/11/22 Taxes HR 0103800 15	60.81
P/R 203 2/11/22 Taxes HR 0103800 15	60.81
	FF
	55.50 22.38
EMPLOYMENT DEVELOPMENT DEPARTM\$ 2'	 77.88
Wire INTERNAL REVENUE SERVICE P/R 203 2/11/22 Taxes HR 0103800 2,73	17.28
INTERNAL REVENUE SERVICE \$ 2,7	 17.28
Wire PUBLIC EMPLOYEES' RETIREMENT S	
7/6/20-9/27/21 20283 Arrears Contributio 16684885 3,00	60.38
PUBLIC EMPLOYEES' RETIREMENT S\$ 314,7	00.00
Wire STATE DISBURSEMENT UNIT P/R 3 2/11/22 HR 0103700 2,3	00.00 13.59 98.75
STATE DISBURSEMENT UNIT \$ 2,3	00.00 13.59 98.75

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Check	Payee / Description					Amount
Wire	EMPLOYMENT DEVELOPMENT P/R 3 2/11/22 Taxes P/R 3 2/11/22 Taxes	ENT DEPARTM	HR HR	0103700 0103700		62,648.88 14,609.00
		EMPLOYMENT DEVELOPME	NT DEI	PARTM\$		77,257.88
Wire	INTERNAL REVENUE SEP P/R 3 2/11/22 Taxes	RVICE	HR	0103700	_ :	357,523.56
		INTERNAL REVENUE SER	VICE	\$		357,523.56
Wire	CALPERS GASB 68 Reports & So	chedules	10000	000167185		2,250.00
		CALPERS		\$		2,250.00
Wire	PUBLIC EMPLOYEES REP P/R 3 2/11/22 PERS P/R 3 2/11 PERS Adj	TIREMENT SY	HR PR 3	0103700 2/11 ADJ		202,487.43 324.58
		PUBLIC EMPLOYEES RET	TREME	NT SY\$		202,812.01
Wire	EMPOWER RETIREMENT P/R 4 2/25/22 Defer	red Comp	HR	0104100		80,936.64
		EMPOWER RETIREMENT		\$		80,936.64
Wire	METROPOLITAN WATER December 2021 Water		1064	0	3,	032,573.90
		METROPOLITAN WATER I	DISTRI	CT \$	3,	032,573.90

Grand Total Payment Amount: \$ 4,509,642.49

Attachment 2E

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for February 11 ,2022 Presented at Board Meeting on April 20, 2022

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,368.71	\$2,103.63
Marco A. Tule	\$2,992.30	\$1,789.49
Michael Camacho	\$4,652.76	\$1,695.10
Steven J. Elie	\$4,277.79	\$1,676.01
Paul Hofer	\$0.00	\$0.00
TOTALS	\$15,291.56	\$7,264.23

	Count	Amount
TOTAL EFTS PROCESSED	4	\$7,264.23
TOTAL CHECKS PROCESSED	0	\$0.00
CHECK NUMBERS USED	N/A	

DIRECTOR PAYSHEET IEUA/MWD SAWPA (alternate) 1 of 2

MICHAEL CAMACHO EMPLOYEE NO.: 1140

ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/4/2022	IEUA - Meeting w/IEUA staff re MWD Drought Messaging	Yes (staff)	\$0.00
1/5/2022	IEUA - CBRFA Commission Meeting in-person	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop in-person	Yes (same day)	\$0.00
1/6/2022	IEUA-Southern Coalition/Inland Caucus Mtg Conference Call	Yes	\$260.00
1/7/2022	IEUA - Meeting w/ Jim Curatalo & John Bosler from CVWD re: IEUA- CBP issues and updates	Yes	\$260.00
1/10/2022	MWD - Committee Meetings via Zoom	Yes	\$260.00
1/11/2022	MWD - Committee Meetings & Board Meeting via Zoom	Yes	\$260.00
1/12/2022	IEUA- IEUA Community & Legislative Affairs Committee & Eng. Ops, & Water Resources Committee Meetings via MS Teams	Yes	\$260.00
1/17/2022	IEUA - Meeting w/IEUA staff re MWD Matters	Yes (staff)	\$0.00
1/17/2022	IEUA - Meeting w/ Adan Ortega re: MWD issues and updates. Water issues in Disadvantaged Communities.	Yes	\$260.00
1/18/2022	IEUA - RP-5 Construction Site Tour	Yes	\$260.00
1/19/2022	IEUA – IEUA Board Meeting via MS Teams	Yes	\$260.00
1/25/2022	MWD - Committee Meetings and Special Board Meeting via Zoom	Yes	\$260.00

TOTAL REIMBURSEMENT \$2,600.00

TOTAL MEETINGS ATTENDED 13

TOTAL MEETINGS PAID 10

Director's Signature

Michael Camacho, Vice President

Approved by: Shivaji Deshmukh

DIRECTOR PAYSHEET IEUA/MWD SAWPA (alternate) 2 of 2

NOTE:

IEUA/MWD/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$40.00 – difference between SAWPA (\$220.00 (eff. 1/21) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

DIRECTOR PAYSHEET IEUA/CBWM/CBWB

CDA/Regional Policy Cte (alternate) 1 of 2

STEVEN J. ELIE

EMPLOYEE NO.: 1175

ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/4/2022	IEUA - NWRI Officers Meeting via MS Teams	Yes	\$260.00
1/4/2022	IEUA - Chino City Council Meeting	Yes (same day)	\$0.00
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - Meeting with GM Deshmukh & Board Secretary/Office Manager Denise Garzaro	Yes (same day)	\$0.00
1/5/2022	IEUA - SCWC Legislative Task Force Conference Call	Yes (same day)	\$0.00
1/6/2022	IEUA - SCWC Strategic Planning Task Force Conference Call	Yes	\$260.00
1/11/2022	IEUA- IEUA 101 & Tour of RP-5 with Chino Mayor Pro Tem Marc Lucio	Yes	\$260.00
1/12/2022	IEUA- IEUA Community & Legislative Affairs Committee Meeting via MS Teams	Yes	\$260.00
1/14/2022	IEUA - SCWC Executive Committee Meeting via Zoom	Yes	\$260.00
1/19/2022	IEUA – IEUA Board Meeting via MS Teams	Yes	\$260.00
1/21/2022	IEUA- SCWC Quarterly Board Meeting & Luncheon in Newport Beach		\$260.00
1/25/2022	IEUA - Chino Hills City Council Meeting	Yes	\$260.00
1/26/2022	CBWB - Chino Basin Water Bank Meeting via MS Teams	Yes	\$260.00
1/27/2022	CBWM - Chino Basin WaterMaster Meeting via Zoom	Yes (decline payment)	\$0.00

TOTAL REIMBURSEMENT

\$2,600.00

TOTAL MEETINGS ATTENDED

15

TOTAL MEETINGS PAID

10

Director's Signature

Steven J. Elie, President

Approved by: Shivaji Deshmukh

Shiring Deshmalk

DIRECTOR PAYSHEET IEUA/CBWM/CBWB CDA/Regional Policy Cte (alternate) 2 of 2

NOTE:

IEUA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

CBWM

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 7/01/19). IEUA pays both primary and alternate for attendance. (i.e., \$135.00 - difference between Watermaster \$125.00 and Agency meetings \$260.00 (eff. 7/01/19). Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b,c,e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates.

CDA

Up to 10 days of service per month per Ordinance No. 107, (i.e., \$120.00 - difference between CDA (\$150 and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet. CDA pays both primary and alternate for attendance.

CBWB

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$160.00 - difference between CBWB (\$100.00 and Agency meetings \$260.00 (eff. 7/01/19)), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.

Regional Policy Committee

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19.) IEUA pays Regional Policy Committee members (total amount of \$260.00, should reflect on timesheet).

*Decline IEUA portion of CBWM

IEUA DIRECTOR PAYSHEET IEUA\IERCA CBWB (alternate) 1 of 2

JASMIN A. HALL EMPLOYEE NO.: 1256

ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - SCWC Legislative Task Force Conference Call	Yes (same day)	\$0.00
1/7/2022	IEUA - Meeting with Dale Hunter re: CAAWEF Executive Committee Meeting via Google Meet	Yes	\$260.00
1/11/2022	IEUA - Rialto City Council Meeting	Yes	\$260.00
1/13/2022	IEUA - CAAWEF Executive Committee Meeting via Zoom	Yes	\$260.00
1/17/2022	IEUA - Meeting with Dale Hunter re: Budget Review via Google Meet	Yes	\$260.00
1/18/2022	IEUA - IEWorks Leadership Meeting via Zoom	Yes	\$260.00
1/18/2022	CASA - CASA Board Package Review with Adam Link	Yes (same day)	\$0.00
1/18/2022	IEUA - SCWC Black History	Yes (same day)	\$0.00
1/18/2022	IEUA - Redistricting Community Forum via Zoom	Yes (same day)	\$0.00
1/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes	\$260.00
1/19/2022	CASA — CASA Communications Committee Meeting via Zoom	Yes (same day)	\$0.00
1/20/2022	CASA – CASA Federal Legislative Committee Meeting via Zoom	Yes	\$260.00
1/20/2022	CASA – CASA Board of Directors Meeting via Zoom	Yes (same day)	\$0.00
1/25/2022	IEUA - WEEA Leadership Roundtable via Zoom	Yes	\$260.00
1/25/2022	IEUA - Meeting with Redistricting Partners via MS Teams	Yes (same day)	\$0.00
1/25/2022	IEUA - Fontana City Council Meeting	Yes (same day)	\$0.00
1/26/2022	IEUA - CAAWEF Board Meeting Prep	Yes	\$260.00
1/27/2022	CASA – CASA Air Quality, Climate Change, & Energy (ACE) Workgroup via Zoom	Yes (10 mtg max)	\$0.00

IEUA DIRECTOR PAYSHEET IEUA\IERCA **CBWB** (alternate)

2 of 2

1/27/2022	IEUA - IEWorks Board Meeting via Zoom	Yes (same day)	\$0.00
1/27/2022	IEUA - SCWC Stormwater Task Force Committee Meeting	Yes (same day)	\$0.00
1/31/2022	IEUA - SCWC Legislative Task Force Meeting via Zoom	Yes (10 mtg max)	\$0.00

TOTAL REIMBURSEMENT

\$2,600.00

TOTAL MEETINGS ATTENDED

23

TOTAL MEETINGS PAID

Shivey Deshmalk

10

Director's Signature

Jasmin A. Hall, Director

Approved by: Shivaji Deshmukh, General Manager

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

CBWB

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$160.00 - difference between CBWB (\$100.00 and Agency meetings \$260.00 (eff. 7/01/19)), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.

DIRECTOR PAYSHEET IEUA/IERCA 1 of 1

PAUL HOFER

EMPLOYEE NO.: 1349

ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes (same day)	\$0.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes	\$0.00
1/6/2022	IEUA - Meeting with GM Deshmukh	Yes (staff)	\$0.00
1/12/2022	IEUA - IEUA Finance & Administration Committee Meeting via MS Teams	Yes	\$0.00
1/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes	\$0.00

TOTAL REIMBURSEMENT \$0.00
TOTAL MEETINGS ATTENDED 5
TOTAL MEETINGS PAID 0

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19).

IEUA pays both primary and alternate for attendance.

Director Hofer has waived all stipend payments.

Director's Signature

Paul Hofer, Director

Approved by:

Strings Deshmuth

DIRECTOR PAYSHEET IEUA/CDA/SAWPA/Regional Policy Cte IERCA/CBWM (alternate) 1 of 2

MARCO TULE

EMPLOYEE NO.: 1520

ACCOUNT NO.: 10200-120100-100000-501010

JANUARY 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
1/5/2022	IEUA - CBRFA Commission Meeting via MS Teams	Yes	\$260.00
1/5/2022	IEUA - IEUA Board Workshop via MS Teams	Yes (same day)	\$0.00
1/12/2022	IEUA- IEUA Engineering, Operations & Water Resources Committee & Finance & Admin Committee Meetings via MS Teams	Yes	\$260.00
1/13/2022	IEUA- Chino Basin Desalter Authority Board Meeting via Zoom	Yes	\$260.00
1/17/2022	IEUA - SAWPA Meeting Prep with Manager of Inter- Agency Relations Cathleen Pieroni via MS Teams	Yes (staff)	\$0.00
1/17/2022	IEUA - Meeting with SAWPA GM Jeff Mosher in Claremont	Yes	\$260.00
1/18/2022	SAWPA - SAWPA Commission Meeting via Zoom	Yes	\$260.00
1/18/2022	IEUA - RP-5 Construction Site Tour	Yes (same day)	\$0.00
1/19/2022	IEUA - IEUA Board Meeting In-person	Yes	\$260.00
1/17/2022 s/b 1/26/22	IEUA - Meeting with GM Deshmukh and President Elie in Claremont	Yes	\$260.00
1/27/2022	CBWM - Chino Basin WaterMaster Meeting via Zoom	Yes	\$260.00

TOTAL REIMBURSEMENT \$2,080.00
TOTAL MEETINGS ATTENDED 11
TOTAL MEETINGS PAID 8

Director's Signature

Marco Tule, Director

Approved by:

Shivaji Deshmukh, General Manager

DIRECTOR PAYSHEET IEUA/CDA/SAWPA/Regional Policy Cte IERCA/CBWM (alternate) 2 of 2

NOTE:

IEUA/IERCA

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.

Regional Policy Committee

Up to 10 days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 07/01/19.) IEUA pays Regional Policy Committee members (total amount of \$260.00, should reflect on timesheet).

CDA

Up to 10 days of service per month per Ordinance No. 107, (i.e., \$120.00 - difference between CDA (\$150 and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet. CDA pays both primary and alternate for attendance

SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$40.00 – difference between SAWPA (\$220.00 (eff. 1/21) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

CBWM Up to 10

days of service per month per Ordinance No. 107, including MWD meetings at \$260.00 (eff. 7/01/19). IEUA pays both primary and alternate for attendance. (i.e., \$135.00 - difference between Watermaster \$125.00 and Agency meetings \$260.00 (eff. 7/01/19). Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 107, Section 1, (i) Attendance at any meeting provided for under Sections 1.b,c,e, and f, shall also include payment to both the primary respreseantive and the alternate representative to said body if they both attend said meeting. Record full amount on timesheet for attendance by alternates.

Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 3 Checks	PP 3 EFTs	PP 4 Checks	PP 4 EFTs	#N/A	PP EFTs	February
				1000 -00 10	20.00	40.00	01.640.065.0
NET PAY TO EE	\$0.00	\$841,071.59	\$0.00	\$808,793.49	\$0.00	\$0.00	\$1,649,865.0

INLAND EMPIRE UTITLIES AGENCY

Payroll for February 11, 2022

Presented at Board Meeting on April 20, 2022

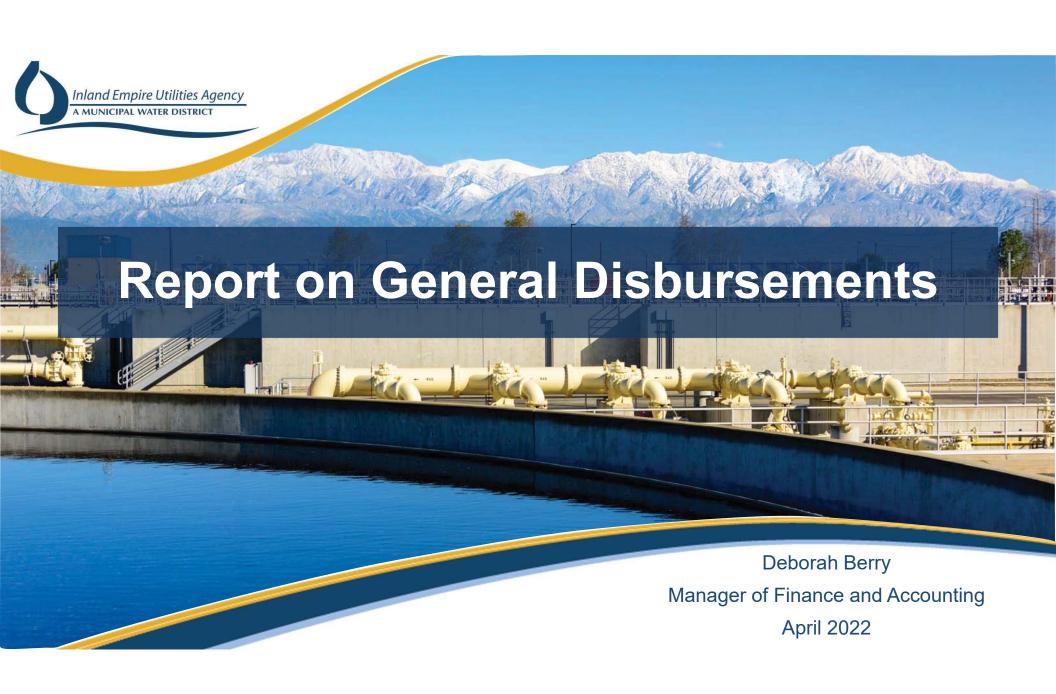
GROSS PAYROLL COSTS			\$1,508,493.93
DEDUCTIONS			(\$667,422.34)
NET PAYROLL			841,071.59
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	394	394
AMOUNT	\$0.00	\$841,071.59	\$841,071.59

INLAND EMPIRE UTITLIES AGENCY

Payroll for February 25, 2022

Presented at Board Meeting on April 20, 2022

GROSS PAYROLL COSTS			\$1,457,721.82
DEDUCTIONS			(\$648,928.33)
NET PAYROLL			808,793.49
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	376	376
AMOUNT	\$0.00	\$808,793.49	\$808,793.49



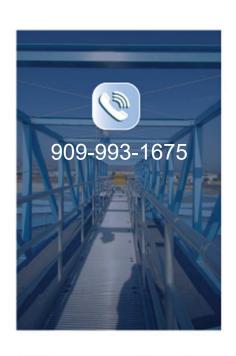


Staff's Recommendation

• Approve the total disbursements for the month of February 2022 in the amount of \$26,230,056.38.

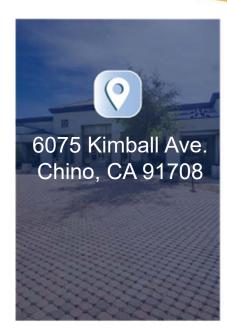
The Report on General Disbursements is consistent with *IEUA's Business Goal under Fiscal Responsibility*, specifically safeguarding the Agency's fiscal health to effectively support short-term and long-term needs, while providing the best value for our customers.

























CONSENT ITEM 1C



Date: April 20, 2022

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

Committee: Engineering, Operations & Water Resources 04/13/22

Finance & Administration 04/13/22

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 East Influent Gate Replacement Construction Contract Award

Executive Summary:

Two main trunk lines (east and west) bring sewer flows into Regional Water Recycling Plant No.1 (RP-1) through the influent structure with gates to divert flow to either of two open-channel flow meters. The existing east gate currently leaks and has reached the end of its useful life. The gate system does not have redundancy to provide personnel with a safe work environment. Additionally the covers over the influent flow meter structures have excessive wear and tear. This project will install two new influent gates, replace the two influent flow meter covers, install two influent channel covers with access openings, and install on-site traffic safety barriers. Additionally, the existing sump pump discharge pipeline at Plant 2 will be rerouted to eliminate liquid accumulation in the off line primary clarifier.

On January 27, 2022, Inland Empire Utility Agency (IEUA) issued an invitation for bids to the under \$2,000,000 prequalified contractors. On February 23, 2022, IEUA received three construction bids. Tharsos Inc. was the lowest responsive, responsible bidder with a bid price of \$302,000. The engineer's estimate was \$462,000. Furthermore, staff is recommending a total project budget transfer in the amount of \$175,000.

Staff's Recommendation:

- 1. Award a construction contract for the RP-1 East Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000;
- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project EN21042, in the amount of \$175,000 in the RO/10800 Fund; 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: \$ 175,000

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehab

EN21042/RP-1 East Influent Gate Replacement

Fiscal Impact (explain if not budgeted):

If approved, the total project budget and FY 2021/22 budget in the amount of \$175,000 will transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-1 East Influent Gate Replacement, Project EN21042, in the Regional Operations and Maintenance (10800/RO) Fund.

Full account coding (internal AP purposes only): 1000 - 127154 - 10800 - 590000 Project No.: EN17043/EN21042

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 East Influent Gate Replacement Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality Asset Management 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

Attachment 2 - Construction Contract

Board-Rec No.: 22074

Attachment 1









PROJECT LOCATION MAP



Project Background

- Current Conditions:
 - East Influent Gate leaks; end of useful life.
 - Influent Gate System not flexible or reliable.
 - Flow Monitoring Structure Covers have excessive wear.
 - Plant 2 Sump Pump drain line is a vector concern.



Existing Slide Gate System
Left (West) / Middle (East) / Right (Future)



Future Slide Gate System Location



Covers Over Flowmeter Structure



Project Scope of Work

- Influent Structure
 - Install a secondary set of slide gates
 - Install additional access hatches
 - Replace covers on existing Parshall flume metering structures
 - Install safety guardrail barriers and removable bollards
- Plant 2 Sump Pump Discharge
 - Relocate the existing 6" sump pump discharge pipeline



Contractor Selection

Three bids were received on February 23, 2022:

Bidder's Name	Final Bid Amount
Tharsos, Inc.	\$302,000
J.R. Filanc Construction Co., Inc.	\$504,000
Genesis Construction Co., Inc.	\$546,999
Engineer's Estimate	\$462,000



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$128,889
Design Consultant Contract	\$61,935
IEUA Design Services (actuals)	\$66,954
Construction Services	\$114,820
Engineering Services During Construction	\$69,520
IEUA Construction Services (~15%)	\$45,300
Construction	\$347,300
Construction Contract (this action)	\$302,000
Contingency (~15%)	\$45,300
Total Project Cost	\$591,009
Total Project Budget:	\$450,000
Budget Transfer (this action)*:	\$175,000
Revised Total Project Budget:	\$625,000

^{*}Budget transfer from the RP-4 Primary Clarifier Rehab Project (10800 Fund)

Project Milestone	Date
Construction	
Construction Contract Award	April 2022
Construction Completion	November 2022





- Award a construction contract for the RP-1 Influent Gate Replacement, Project No. EN21042, to Tharsos, Inc. in the amount of \$302,000;
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043 to the RP-1 East Influent Gate Replacement, Project EN21042, in the amount of \$175,000 in the RO/10800 Fund; and
- Authorize the General Manager to execute the construction contract and budget transfer, subject to non-substantive changes.

The RP-1 East Influent Gate Replacement Project is consistent with *IEUA's business goal of Wastewater Management*, specifically the Water Quality Asset Management objective that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2

RP-1 East Influent Gate Replacement Contract

<u>1.0</u>	CON	TRACT	
		IIS CONTRACT, made and entered into this <u>20th_day of_April, 2022,</u> by d between Tharsos, Inc.	
	hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities a Municipal Water District, located in San Bernardino County, California, Preferred to as "IEUA".		
	WITNESSETH:		
	That for and in consideration of the promises and agreements hereinafter made a exchanged, IEUA and the CONTRACTOR agree as follows:		
Work required under these Bid Documents FOR RP-1 East Influent Gate Replacement, Project No. EN21 with the Bid Documents, and to furnish at their own expens equipment, tools, and services necessary, except such materials and services as may be stipulated in said Bid Documents to		· ·	
		RP-1 East Influent Gate Replacement, Project No. EN21042 , 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 \$ Three Hundred and Two Thousand Dollars.	

_____ Cents.

and Zero

- **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 eighty (180) 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
Ву	Ву
General Manager	Michael Lopez
Shivaji Deshmukh	President
	Title

^{*} A Municipal Water District

CONSENT ITEM 1D



Date: April 20, 2022

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

Committee: Engineering, Operations & Water Resources 04/13/22

Finance & Administration 04/13/22

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 Solids Hot Water Loop Replacement Amended Change Order

Executive Summary:

On October 21, 2020, Inland Empire Utilities Agency (IEUA) awarded a \$996,000 construction contract to Ferreira Construction Company for the RP-1 Solids Hot Water Loop Replacement Project. The scope included replacing 720 feet of hot water loop pipeline that had reached the end of its useful life. The loop supplies the digesters with heat to maintain the needed temperature for the anaerobic digestion process. During construction, staff requested the contractor to provide cost to replace an additional 100 feet of pipe to complete the replacement of the entire underground hot water system. The contractor submitted a cost of \$180,000 to complete the work, and the not-to-exceed value was approved by the IEUA Board in July 2021. Since then, all work has been completed. Unfortunately, after the completion, the contractor's costs exceeded the original estimate by approximately \$40,000 due to delays in procurement and construction challenges. IEUA also incurred additional costs for labor and bypass piping rental that were not originally anticipated in the project cost estimate.

Therefore, staff recommends an increase of \$40,000 to the original \$180,000 change order bringing the new total to \$220,000. Finally, staff is recommending a total project budget and FY 2021/22 budget transfer of \$210,000.

Staff's Recommendation:

- 1. Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);
- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the RO/10800 Fund; and
- 3. Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 210,000

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehabilitation EN20065/RP-1 Solids Hot Water Loop Replacement

Fiscal Impact (explain if not budgeted):

If approved, the total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehabilitation, Project EN17043, to the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, will be \$210,000 in the Regional Operations and Maintenance (10800/RO) Fund.

Prior Board Action:

In July 2021, the Board of Directors approved a construction change order to Ferreira Construction Company for the not-to-exceed amount of \$180,000. In October 2020, the Board of Directors awarded a Construction Contract to Ferreira Construction Company for \$996,000 and approved a budget transfer from the future Project EN21040 to Project EN20065, in the amount of \$560,000 and advanced the 21/22 Fiscal Year budget for EN21040 to the 20/21 Fiscal Year in the amount of \$250,000.

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

Attachments:

Attachment 1 - PowerPoint

Board-Rec No.: 22075

Attachment 1





Project Location: Regional Plant 1



Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT

The Project

- RP-1 Solids Hot Water Loop Replacement Project
 - Awarded in October 2020 to Ferreira Construction Co.
 - Board approved Change Order in July 2021 for \$180,000.
- Replace 720 Feet of Pipeline
 - 360 feet for supply and 360 feet for return.
 - Replace 15 existing valves and add 11 new valves.



Removed Corroded Line



New Hot Water Loop Pipeline

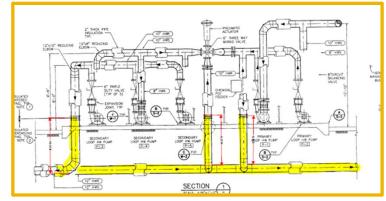
The Problem/Opportunity

- Hot Water Loop Issues:
 - Three emergency projects in the last two years
 - Corrosion occurring in multiple locations
- Opportunity
 - Replace remaining 100 lineal feet of pipeline
- Unforeseen Costs
 - —Procurement delays
 - Additional months of bypass
 - Additional labor
 - Natural gas for boilers
 - —Hydro excavation
 - -Slurry backfill





Corrosion on Pipeline



Additional 100 lineal feet to be replaced



Project Budget

Description	Estimated Cost
Design Services	\$86,194
Design Consultant Contract	\$25,000
IEUA Design Services (actuals)	\$61,194
Construction Services	\$298,631
Engineering Services During Construction	\$56,020
IEUA Construction Services	\$242,611
Construction	\$1,381,542
Construction Contract	\$1,161,542
Previously Approved Change Order	\$180,000
Change Order Increase (this action)	\$40,000
Total Project Cost:	\$1,766,367
Total Project Budget:	\$1,560,000
Budget Transfer (this action):	\$210,000
Revised Total Project Budget:	\$1,770,000

^{*}Budget transfer from the RP-4 Primary Clarifier Rehabilitation Project (10800 Fund)

Project Milestone	Date
Construction	
Construction Contract Award	October 2020
Original Completion	July 2021
Actual Construction Completion	August 2021



Recommendation

- Approve a \$40,000 increase to the construction change order for the RP-1 Solids Hot Water Loop Replacement, Project No. EN20065, to Ferreira Construction Co., increasing the not-to-exceed amount of \$180,000 to \$220,000, and increasing the contract from \$1,341,542 to \$1,381,542 (approximately 3% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4
 Primary Clarifier Rehabilitation, Project No. EN17043, to the RP-1 Solids Hot Water
 Loop Replacement, Project No. EN20065, in the amount of \$210,000 in the
 RO/10800 Fund; and
- Authorize the General Manager to execute the change order and budget amendment, subject to non-substantive changes.

The RP-1 Solids Hot Water Loop Replacement Project 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 2A



Date: April 20, 2022

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

Committee: Finance & Administration 04/13/22

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Adoption of Resolution No. 2022-4-8 to Update the Agency's Investment Policy

Executive Summary:

The Agency's Investment Policy (Policy) mandates an annual review and Board approval of the Policy or whenever there are significant changes. The Fiscal Year 2021/22 Investment Policy was updated and approved on April 21, 2021. As the Agency's investment advisor, PFM Asset Management LLC (PFM), has reviewed the Agency's current Policy and confirmed the Policy is in compliance with the California Government Code (CGC) which governs the investment of public funds.

The Policy remains unchanged from the prior year apart from a minor edits related to the Agency's organizational structure title changes, which took effect on January 27, 2022.

The Policy continues to emphasize the Agency's public funds management objectives of safety, liquidity, and return on investment, listed in order of priority and consistent with CGC.

Staff's Recommendation:

Adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.

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

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On April 21, 2021, the Board of Directors adopted Resolution No. 2021-4-2, approving the Agency's Investment Policy for Fiscal Year 2021/22.

Environmental Determination:

Not Applicable

Business Goal:

The amendments to the investment policy are consistent with the Agency's Business Goal of Fiscal Responsibility in optimizing the Agency's investment of surplus funds in accordance with the Agency's Investment Policy.

Attachments:

Attachment 1 - Background

Attachment 2 - Resolution 2022-4-8

Attachment 3 - Agency FY 2022/23 Investment Policy

Attachment 4 - Blacklined or Tracked Changes to FY 2021/22 Investment Policy

Attachment 5 - PowerPoint

Board-Rec No.: 22086



Background

Subject: Adoption of Resolution 2022-4-8 to Update the Agency's Investment Policy

The FY 2022/23 Investment Policy (Policy) established procedures and guidelines by which surplus funds can be managed in a prudent and fiscally sound manner. The Policy encompasses those funds over which the Agency exercises fiscal control, stipulates allowable and unallowable investment alternatives, establishes parameters for selecting broker/dealers and financial institutions with which the Agency may do business and prioritizes the Agency's public funds management objectives of safety, liquidity, and yield. The Policy also mandates a review and approval by the Board to be done annually, or whenever there are significant changes. The Policy was last updated and approved in April 2021.

The Agency contracts with PFM Asset Management LLC (PFM) to provide investment advisory services and day to day management of the Agency's portfolio consistent with the Agency's Investment Policy Section 5. As the Agency's investment advisor, PFM reviewed the Agency's FY 2022/23 Investment Policy to ensure it remains compliant with the California Government Code (CGC) sections that governs the investment of public funds.

PFM had no recommended changes as there have been no changes to the relevant Government Code sections effective, January 1, 2022, that would require a change to IEUA's Policy.

The only updates included in the Policy are those related to title changes related to the new organizational structure effective January 27, 2022.

The Agency's Policy continues to emphasize the primary objectives of the investment activities of safety, liquidity, and return on investments, listed in order of priority.

RESOLUTION NO. 2022-4-8

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE ANNUAL UPDATE OF THE AGENCY'S* INVESTMENT POLICY

WHEREAS, a "Statement of Investment Policy" is rendered to the Board of Directors on an annual basis or whenever there are recommended changes, whichever occurs first;

WHEREAS, the Secretary/Treasurer, the General Manager or Assistant General Manager of the Inland Empire Utilities Agency (Agency), in accordance with Government Code Section 53646.(a)(2), shall annually prepare and submit a Statement of Investment Policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; and

WHEREAS, the existing policy has been reviewed and revised in order to provide for operational flexibility without sacrificing internal controls or increasing financial risk to the Agency.

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

- Section 1. The revisions, if any, to the Inland Empire Utilities Agency* Investment Policy dated April 2022 are to be adopted.
- Section 2. This resolution shall take effect from and after its date of adoption.
- Section 3. Upon adoption of this resolution, Resolution No. 2021-4-2 is hereby rescinded in its entirety.

Resolution No. 2022-4-8 Page 2 of 3				
ADOPTED this 20 th day of April 2022				
ATTEST:	Steven J. Elie			
	President of the Inland Empire Utilities Agency* and of the Board of Directors thereof			

Marco Tule
Secretary/ Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

Resolution No. 2022-4-8 Page 3 of 3		
STATE OF CALIFORNIA))SS	
COUNTY OF SAN BERNARDINO)	
I, Marco Tule, Secretary/Tro	easurer of the Inland Empire Utilities Agency*, DO	
HEREBY CERTIFY that the foregoing Res	solution being No. 2022-4-8, was adopted at a regular	
Board Meeting on April 20 th , 2022, of said Agency by the following vote:		
AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
	Marco Tule Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof	
(SEAL)		



INVESTMENT POLICY 2022/2023

INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY TABLE OF CONTENTS

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INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY

1.0 POLICY

WHEREAS; The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

WHEREAS; the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC \$5922 and CGC \$53601 et seq.; and

WHEREAS; Assistant General Manager (AGM) or the General Manager (GM) of the Inland Empire Utilities Agency (IEUA) shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646[a]).

NOW, THEREFORE, BE IT RESOLVED that the policy of IEUA is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the IEUA; and (iii) the highest investment return while conforming to all statutes governing the investment of IEUA funds within the constraints of this Investment Policy.

2.0 SCOPE

This Investment Policy applies to all surplus monies of IEUA, as defined below.

Surplus Monies are defined, for the Investment Policy, as all funds of the IEUA except:

- Monies held in Deferred Compensation Accounts
- Monies held in Capital Capacity Reimbursement Accounts
- Bond funds pursuant to bond documents

Pooling of funds

Except for cash in certain restricted and special funds, IEUA will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of IEUA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy,

and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- **A.** Safety: Safety of principal is the foremost objective of the investment program. Investments made by IEUA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.
- **B.** *Liquidity:* The investment portfolio will remain sufficiently liquid to enable IEUA to meet all operating requirements which might be reasonably anticipated.
- C. Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC §53600, et seq. Management's responsibility for the investment program is hereby delegated for a one-year period by the Board of Directors, to the Assistant General Manager (AGM) or the General Manager (GM) who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked by the Board of Directors. Subject to review, the Board of Directors may renew the delegation of authority each year. The AGM or the GM shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons/positions responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the AGM or the GM. The AGM or GM shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The AGM and/or GM may engage the services of one or more external investment advisors to assist in the management of the IEUA's investment portfolio in a manner consistent with this Investment Policy and the Agency's investment objectives and any written directions provided by the AGM or GM. Furthermore, the advisors may not take possession of IEUA's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

If IEUA plans to initiate investment transactions on its own behalf, excluding bank deposits and investments made directly with an issuer, the AGM or the GM shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

In selecting the *financial institutions* for the deposit or investment of IEUA funds, the AGM or the GM's consideration shall include the depository's latest equity/asset ratio data and continue to monitor the financial institutions' credit characteristics and financial history throughout the period during which IEUA funds are deposited or invested.

The minimum qualifications for Agency approved depository/financial institutions include: (i) that they must be at least three (3) years old; have total assets in excess of ten (\$10) billion dollars; a core capital/asset ratio of 5 percent or better; or (ii) have total assets in excess of five hundred million dollars (\$500,000,000); and a core capital/asset ratio of 6 percent or better.

For the services of banks, savings banks, and savings and loan associations, depository agreements shall be prepared by the AGM or the GM and authorized representatives of the respective financial institutions for consideration and execution by the Board of Directors.

If IEUA plans to initiate investment transactions on its own behalf, for *broker/dealer* services utilized to invest in government securities and other investments, the AGM or the GM is designated to select only brokers/dealers who are licensed and in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the IEUA's investment needs.

If IEUA has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, *brokers/dealers and financial institution* to conduct transaction on the IEUA's behalf.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

IEUA's investments are governed by Government Code. Within the investments permitted by the Government Code, IEUA seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this investment policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

- A. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- **B.** Federal agency or United States government-sponsored enterprise o bligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. State Municipal Securities Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property

owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor's, F-1 by Fitch, and MIG-1 by Moody's. These ratings for short term municipal securities signify the issuer's strong capacity to pay principal and interest. Not more than 10 percent of IEUA's funds shall be invested in state and local municipal securities.

- D. California Local Agency Municipal Securities Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the IEUA. Given potential issues with arbitrage regulations, IEUA's legal counsel shall review any potential purchase of IEUA's own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- E. Bank deposits, including demand deposit accounts, savings account, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.
- F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) and/or "A-1" (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.
- G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.
- **H.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation;
 - (b) Has total assets more than five hundred million dollars (\$500,000,000);
 - (c) Has debt other than commercial paper, if any, that is rated in category of "A" or its equivalent or better by a NRSRO.

- (2) The entity meets the following criteria:
 - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;
 - (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;
 - (c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

- I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in-house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.
- J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).
 - Whenever the IEUA has any funds invested in a LGIP, the AGM or the GM shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.
- K. Money Market Funds Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars (\$500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.
- L. Repurchase Agreements IEUA may invest in repurchase agreements with banks and dealers with which IEUA has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.
 - 1) Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the Agency has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the AGM or GM and will not be allowed to fall below 102 percent of the value of the repurchase agreement plus the value of collateral more than the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by the United States or any agency of the United States.

- 2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to IEUA shall always be maintained in the securities subject to a repurchase agreement.
- M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.
- N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

Ineligible Investments: Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. IEUA may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. IEUA may hold these instruments until their maturity dates.

9.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to Board approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the AGM or GM.

10.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by IEUA shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to IEUA by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

11.0 DIVERSIFICATION

The Board of Directors recognize that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The Board of Directors acknowledges that from time to time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case by case basis, the Board of Directors may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

The AGM or the GM shall periodically establish diversification guidelines, within the context of this policy, and strategies to control any risks of default, market price changes, and illiquidity.

12.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The AGM or the GM may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the Agency has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the AGM and/or GM .

13.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the Board of Directors has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines will be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

14.0 PORTFOLIO MATURITY LIMITATION

The weighted average maturity of the entire portfolio shall not exceed three (3) years.

15.0 MONITORING CREDIT RATINGS

The AGM or the GM or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the AGM or the GM shall make a written recommendation to the Board as to whether this security should be held or sold prior to maturity.

16.0 REPORTING

The AGM or the GM shall submit to each member of the Board of Directors a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC §53646, to include:

- a. Type of investment
- b. Name of institution
- c. Date of maturity
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities
- f. Rate of interest/earnings (yield)
- g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a Board of Directors' minute action (wavier) and, that (ii) IEUA will meet its expenditure obligations for the next six months. The AGM or the GM shall maintain a complete and timely record of all investment transactions in support of the above statement.

17.0 INTERNAL CONTROLS

The-AGM or the GM is responsible for establishing and maintaining a control structure designed to ensure that the assets of the IEUA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the IEUA's annual audit.

18.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the AGM or the GM shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6-month US Treasury Bill, average LAIF yield rate).

If the Agency has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to IEUA's safety, liquidity, return objectives. This comparative analysis is included in the investment report presented to the Board of Directors quarterly.

19.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The Board shall be responsible for maintaining guidance over this Investment Policy to ensure that IEUA can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

20.0 STATE LAW

The legislated authority of the IEUA's investments is covered in Sections 53601, 53607, 53635, 53638, 53646, 53652, and 53653 of the Government Code. It is the policy of the IEUA to comply with the State laws governing its investments.

21.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Board of Directors of IEUA (A Municipal Water District). Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the Board of Directors.

ADOPTED AND APPROVED:

Name: Camacho, Elie, Hall, Hofer, Tule

Title: Board of Directors

Date: April 20, 2022

APPENDIX: GLOSSARY OF CASH MANAGEMENT TERMS

BOND PROCEEDS:

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BROKER:

A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

CERTIFICATE OF DEPOSIT (CD):

A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL:

Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER:

A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

CREDIT RISK:

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

CUSTODIAN:

A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER:

A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own risk and account or inventory.

DELIVERY OF SECURITIES:

There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

DURATION:

A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):

The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

INTEREST ONLY STRIPS:

The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

INTEREST RATE RISK:

The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

INVERSE FLOATER:

Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

INVESTMENT POLICY:

A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

INVESTMENT PORTFOLIO:

A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LIQUIDITY:

The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

LOCAL AGENCY INVESTMENT FUND (LAIF):

An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

MARKET VALUE:

The price at which a security is currently being sold in the market. See FAIR VALUE.

MASTER REPURCHASE AGREEMENT:

A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY:

The date that the principal or stated value of a debt instrument becomes due and payable.

MEDIUM-TERM NOTES (MTNs):

Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):

A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc.(Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

NEGOTIABLE CERTIFICATES OF DEPOSIT:

Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type of deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

PAR VALUE:

The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

PRIMARY DEALER:

A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL:

The face or par value of a debt instrument or the amount of capital invested in a security.

PRUDENT INVESTMENT STANDARD:

The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

RANGE NOTES:

Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

RATE OF RETURN:

- The yield which can be attained on a security based on its purchase price or its current market price.
- 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

REPURCHASE AGREEMENT (RP OR REPO):

A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the Agency) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the Agency) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO):

A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the Agency) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the Agency) money for the period of the agreement with terms of the agreement structured to compensate buyer.

SAFEKEEPING:

A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

SECURITIES:

Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

SECURITIES AND EXCHANGE COMMISSION (SEC):

Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECONDARY MARKET:

A market for the repurchase and resale of outstanding issues following the initial distribution.

SUPRANATIONALS:

International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

TOTAL RETURN:

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

TREASURY SECURITIES:

Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

WEIGHTED AVERAGE MATURITY (WAM):

The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

YIELD:

The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

INLAND EMPIRE UTILITIES AGENCY OFFICE OF THE ASSISTANT GENERAL MANAGER OR GENERAL MANAGER INVESTMENT ADVISOR

The following investment advisor is authorized to provide investment services to the IEUA, in accordance with the IEUA's Investment Policy:

- 1. PFM Asset Management LLC Contract Number 4600002440
 - a. Approved 12/20/2017, expiring 1/10/2021.
 - b. Contract Extension Approved 10/27/2020, expiring 1/10/2023

Exhibit B

INLAND EMPIRE UTILITIES AGENCY ASSISTANT GENERAL MANAGER OR GENERAL MANAGER

Authorized Brokers/Dealers

NONE



INVESTMENT POLICY 2022/2023

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INLAND EMPIRE UTILITIES AGENCY INVESTMENT POLICY

1.0 POLICY

WHEREAS; The Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code (CGC) § 53600.6 and 53630.1 (CGC §53600.6 and §53630.1);

WHEREAS; the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of CGC \$5922 and CGC \$53601 et seq.; and

WHEREAS; the Executive Manager of Finance and Administration/ Assistant General Manager (EMFA/AGM)) Assistant General Manager (AGM) or the General Manager (GM) of the Inland Empire Utilities Agency (IEUA) shall annually, or whenever there are recommended changes, whichever occurs first, prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting (CGC §53646[a]).

NOW, THEREFORE, BE IT RESOLVED that the policy of IEUA is to invest funds in a manner which will provide: (i) the maximum security; (ii) the funds necessary to meet the daily cash flow demands of the IEUA; and (iii) the highest investment return while conforming to all statutes governing the investment of IEUA funds within the constraints of this Investment Policy.

2.0 SCOPE

This Investment Policy applies to all surplus monies of IEUA, as defined below.

Surplus Monies are defined, for the Investment Policy, as all funds of the IEUA except:

- Monies held in Deferred Compensation Accounts
- Monies held in Capital Capacity Reimbursement Accounts
- Bond funds pursuant to bond documents

Pooling of funds

Except for cash in certain restricted and special funds, IEUA will consolidate cash and reserve balances from all funds to maximize investments earnings and to increase efficiencies with regards to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 PRUDENCE

The standard of prudence to be used by designated investment signatories shall be the "prudent investor" standard (CGC §53600.3) and shall be applied in the context of managing an overall portfolio. Investments shall be made with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of IEUA, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

Designated investment signatories, acting in accordance with written procedures, this Investment Policy, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

As specified in CGC §53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds; the primary objectives, in priority order, of the investment activities shall be:

- A. Safety: Safety of principal is the foremost objective of the investment program. Investments made by IEUA shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to prevent any potential loss on any individual security or depository from exceeding the income generated from the remainder of the portfolio.
- **B.** *Liquidity:* The investment portfolio will remain sufficiently liquid to enable IEUA to meet all operating requirements which might be reasonably anticipated.
- C. Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and the cash flow characteristics of the portfolio. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low-risk securities in anticipation of earning a fair return relative to the risk being assumed.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from CGC §53600, et seq. Management's responsibility for the investment program is hereby delegated for a one-year period by the Board of Directors, to the Executive Manager of Finance and Administration/ Assistant General Manager (EMFA/AGM) Assistant General Manager (AGM) or the General Manager (GM) who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked by the Board of Directors. Subject to review, the Board of Directors may renew the delegation of authority each year. The EMFA/AGM AGM or the GM shall establish written procedures for the operation of the investment program consistent with this Investment Policy. Procedures should include reference to safekeeping, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons/positions responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this Investment Policy and the procedures established by the EMFA/AGM Assistant General Manager (AGM) or the General Manager (GM) and Administration. The EMFA/AGM AGM or the GM shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinates.

The EMFA/AGM AGM and/or GM may engage the services of one or more external investment advisors to assist in the management of the IEUA's investment portfolio in a manner consistent with this Investment Policy and the Agency's investment objectives and any written directions provided by the EMFA/AGM AGM or GM. Furthermore, the advisors may not take possession of IEUA's cash or securities. Such investment advisors must be registered under the Investment Advisers Act of 1940.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees and financial advisors involved in the placement of investments shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS, BROKERS AND DEALERS

If IEUA plans to initiate investment transactions on its own behalf, excluding bank deposits and investments made directly with an issuer, the EMFA/AGM AGM or the GM shall maintain a list of approved and authorized financial institutions selected based on creditworthiness, financial strength, experience, and capitalization.

In selecting the *financial institutions* for the deposit or investment of IEUA funds, the <u>EMFA/AGM AGM</u> or the GM's consideration shall include the depository's latest equity/asset ratio data and continue to monitor the financial institutions' credit characteristics and financial history throughout the period during which IEUA funds are deposited or invested.

The minimum qualifications for Agency approved depository/financial institutions include: (i) that they must be at least three (3) years old; have total assets in excess of ten (\$10) billion dollars; a core capital/asset ratio of 5 percent or better; or (ii) have total assets in excess of five hundred million dollars (\$500,000,000); and a core capital/asset ratio of 6 percent or better.

For the services of banks, savings banks, and savings and loan associations, depository agreements shall be prepared by the EMFA/AGM AGM or the GM and authorized representatives of the respective financial institutions for consideration and execution by the Board of Directors.

If IEUA plans to initiate investment transactions on its own behalf, for <code>broker/dealer</code> services utilized to invest in government securities and other investments, the <code>EMFA/AGM_AGM</code> or the <code>GM_is</code> designated to select only brokers/dealers who are licensed and in good standing with the California Department of Securities (CDS), the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), or other applicable self-regulatory organizations. A periodic review of authorized brokers/dealers is essential to serve the IEUA's investment needs.

If IEUA has contracted with an investment advisor to provide investment services, the investment advisor may use their own list of approved issuers, *brokers/dealers and financial institution* to conduct transaction on the IEUA's behalf.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

IEUA's investments are governed by Government Code. Within the investments permitted by the Government Code, IEUA seeks to further restrict eligible investments to the investments listed below. In the event an apparent discrepancy is found between this investment policy and the Government Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the date an investment is purchased. Credit ratings, as shown, specify the minimum credit rating category required at the point of purchase.

- A. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal agency or United States government-sponsored enterprise o bligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises

- C. State Municipal Securities Registered treasury notes or bonds issued by any of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by a state or by a department, board, agency, or authority of any of the 50 states. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO). Short-term municipal securities eligible for investment shall be rated at or above the following credit agencies investment grade ratings; Sp-1 by Standard & Poor's, F-1 by Fitch, and MIG-1 by Moody's. These ratings for short term municipal securities signify the issuer's strong capacity to pay principal and interest. Not more than 10 percent of IEUA's funds shall be invested in state and local municipal securities.
- D. California Local Agency Municipal Securities Bonds, notes, warrants or other evidence of indebtedness of a local agency or municipality located within the State of California, including debt securities issued by the IEUA. Given potential issues with arbitrage regulations, IEUA's legal counsel shall review any potential purchase of IEUA's own debt before the purchase. Securities eligible for investment under this paragraph shall be rated in a rating category of "A" or its equivalent or better by a NRSRO.
- E. Bank deposits, including demand deposit accounts, savings account, and market rate accounts, time deposits, and certificates of deposit in financial institutions located in California. Bank deposits are required to be collateralized as specified under Government Code § 53630 et. seq. Agreements allowing for the waiver of the collateral requirement for that amount of deposit covered by the Federal Deposit Insurance Corporation may be implemented provided the remainder of the deposit is secured by collateral as required by the Government Code.
- F. Negotiable Certificates of Deposit. Negotiable certificates of deposit (NCD) issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases are limited to securities rated in a rating category of "A" (long-term) and/or "A-1" (short-term) or their equivalents or better by a NRSRO. NCD for which the full amount of the principal and the interest that may be accrued during the maximum term of each certificate is insured by federal deposit insurance are exempt from the rating requirements. A maximum of 30 percent of the portfolio may be invested in this category. The maximum investment maturity will be restricted to five years.
- G. Placement Service Deposits (PSD). Funds may be placed with a private sector entity that assists in the placement of deposit with eligible financial institutions located in the United States (CGC § 53601.8). The full amount of the principal and the interest that may be accrued during the maximum term of each PSD shall always be insured by federal deposit insurance. The maximum portfolio exposure to Placement Service Deposits is limited to 30 percent. The maximum investment maturity will be restricted to five years.
- **H.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria:
 - (a) Is organized and operating in the United States as a general corporation;
 - (b) Has total assets more than five hundred million dollars (\$500,000,000);
 - (c) Has debt other than commercial paper, if any, that is rated in category of "A" or its equivalent or better by a NRSRO.

- (2) The entity meets the following criteria:
 - (a) Is organized within the United States as a special purpose corporation, trust, or limited liability company;
 - (b) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond;
 - (c) Has commercial paper that is rated in a rating category of "A-1" or better, or the equivalent, by a NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. A maximum of 25 percent of the portfolio may be invested in this category.

- I. Local Agency Investment Fund (LAIF) investment pool is a voluntary program created by statute as an investment alternative for California's local governments and special districts and is under the administration of the State Governor of California. All securities purchased by LAIF are under the authority of Government Code §16429 and §16480.4. As part of the Pooled Money Investment Account (PMIA), LAIF has oversight by the Pooled Money Investment Board (PMIB), and an in-house Investment Committee. LAIF also has oversight by the Local Agency Investment Advisory Board and is audited by the Bureau of State Audits on an annual basis. Investment in California LAIF cannot exceed the maximum deposit per agency limit as set by the Local Agency Investment Fund.
- J. Local Government Investment Pools (LGIP). Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code § 6509.7. To be eligible for purchase, the pool must meet the requirements of CGC § 53601(p).
 - Whenever the IEUA has any funds invested in a LGIP, the CFO/AGM AGM or the GM shall maintain on file a copy of the pools' current information statement to be reviewed on a periodic basis. Investment in LGIPs cannot exceed the maximum deposit limit as set by each LGIP.
- K. Money Market Funds Investing solely in U.S. Treasury securities and U.S. Government Agency securities, and repurchase agreements relating to the above obligations. To be eligible, these Money Market Funds must have met either of the following criteria: (A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs. (B) Retained an investment advisor with not less than five years of experience and registered or exempt from registration with the SEC, with assets under management more than five hundred million dollars (\$500,000,000). No more than 20 percent of the portfolio may be invested in Money Market Funds with no more than 10 percent invested in any one money market mutual fund.
- L. Repurchase Agreements IEUA may invest in repurchase agreements with banks and dealers with which IEUA has entered into a master repurchase agreement which specifies terms and conditions of repurchase agreements.
 - Transactions shall be limited to the primary dealers and banking institutions rated in a rating category of "A" or its equivalent or better by a NRSRO, or with a financially stable banking institution which the Agency has a substantial banking relationship. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored daily by the EMFA/AGM AGM or the GM and will not be allowed to fall below 102 percent of the value of the repurchase agreement plus the value of collateral more than the value of the repurchase agreement.

To conform with the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by the United States or any agency of the United States.

- 2) Not more than 40 percent of the portfolio may be invested in repurchase agreements and a security interest satisfactory to IEUA shall always be maintained in the securities subject to a repurchase agreement.
- M. Medium Term Notes (MTN): MTNs defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Purchases in this category shall not exceed 30 percent of the portfolio and must be rated in a rating category of "A" or its equivalent, or better by a NRSRO.
- N. U.S. Instrumentalities (Supranational). United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Purchases are limited to securities that are rated in a rating category of "AA" or its equivalent or better by a NRSRO. A maximum of 20 percent of the portfolio may be invested in United States Instrumentalities.

Ineligible Investments: Investments not described herein, including but not limited to, reverse repurchase agreements and common stocks are prohibited from use in this portfolio. This Investment Policy further specifically disallows investments in inverse floaters, range notes, or interest only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity. IEUA may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. IEUA may hold these instruments until their maturity dates.

9.0 AUTHORIZED INVESTMENTS FOR BOND PROCEEDS

Bond proceeds shall be invested in the securities permitted pursuant to Board approved bond documents. If the bond documents are silent as to the permitted investments, bond proceeds will be invested in the securities permitted by this policy. Notwithstanding the other provisions of this Investment Policy, the dollar portfolio, percentage, and term limitations listed elsewhere in the Investment Policy do not apply to bond proceeds. In addition to the securities listed in Section 8.0 above, bond proceeds may be invested in a structured investment product if approved by the EMFA/AGM AGM or the GM.

10.0 SAFEKEEPING AND CUSTODY

As required by CGC §53601 all security transactions entered by IEUA shall be conducted on Delivery versus Payment basis. Delivery versus Payment or DVP basis means all securities purchased or acquired shall be delivered to IEUA by book entry, physical delivery, or third-party custodial agreement. Investments in the state pool, local government investment pools, or money market funds are undeliverable, and therefore, not subject to the delivery or third-party safe keeping requirements.

11.0 DIVERSIFICATION

The Board of Directors recognize that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. Portfolio diversification is employed to minimize these risks. Investment signatories are expected to display prudence in the selection and/or approval of securities, to minimize the risks present in the investment portfolio. No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. To promote diversification, no more than 5 percent of the portfolio may be invested in the securities of any one issuer, regardless of security type; except for U.S. Treasuries, federal agencies, supranational, and pooled investments such as LAIF, money market funds, and local government investment pools.

The Board of Directors acknowledges that from time to time certain situations may arise during which strict adherence to an inflexible investment policy may be overly restrictive. On a case by case basis, the Board of Directors may consider any pertinent information of such situations and may, by minute action, modify or waive, within the constraints of CGC §53601 et seq., any of the provisions and/or restrictions of this Investment Policy.

The EMFA/AGM AGM or the GM shall periodically establish diversification guidelines, within the context of this policy, and strategies to control any risks of default, market price changes, and illiquidity.

12.0 TRADING OF SECURITIES

A trade is the movement from one security to another and may be done for a variety of reasons, such as to increase yield, lengthen or shorten maturities, to take a profit, or to increase investment quality. The purchase and sale transaction and the sale transaction must each be recorded separately and any losses or gains on the sale must be recorded.

The EMFA/AGM AGM or the GM may obtain competitive bids from at least two brokers or financial institutions on all purchases based on investment analysis recommended by staff about the investment policy guidelines. Competitive bids can be also obtained by other communication channels when necessary.

If the Agency has contracted with an investment advisor to provide investment service, the trading of the funds managed by the investment advisor will be performed by the investment advisor based on their established policies and procedure to evaluate and monitor the firms' credit worthiness, as well as their ability to perform the duties necessary for efficient trade execution. All trading activity conducted by the investment advisor shall be made in accordance with this Investment Policy and any written directions provided by the EMFA/AGM AGM and/or GM .

13.0 MAXIMUM MATURITIES

Where no maturity limit is stated for an investment under Section 8.0, no investment shall be made in any security that at the time of the investment, has a remaining term to maturity of more than five years unless the Board of Directors has granted express authority to make that investment either specifically or as part of a previous investment program, no less than three (3) months prior to the investment. Any investment currently held at the time the investment policy is adopted which does not meet the new policy guidelines will be held until maturity and shall be exempt from the current policy. At the time of the investment's maturity or liquidation such funds shall be reinvested only as provided in the most current policy.

14.0 PORTFOLIO MATURITY LIMITATION

15.0 MONITORING CREDIT RATINGS

The EMFA/AGM AGM or the GM or the investment advisor shall monitor the ratings of all investments in their portfolios on a continuous basis. If an existing investment's rating drops below the minimum credit rating required for new investments made pursuant to this Investment Policy, the EMFA/AGM AGM or the GM shall make a written recommendation to the Board as to whether this security should be held or sold prior to maturity.

16.0 REPORTING

The EMFA/AGM AGM or the GM shall submit to each member of the Board of Directors a monthly investment report. This report will include the elements of the quarterly report as recommended by CGC \$53646, to include:

- a. Type of investment
- b. Name of institution
- c. Date of maturity
- d. Amount of deposit or cost of the security and the par value
- e. Current market value of all securities
- f. Rate of interest/earnings (yield)
- g. A monthly list of transactions

CGC §53646(b)(2), (3) recommends that the investment report must include a statement that (i) all investment actions executed since the last investment report have been made in full compliance with the Investment Policy or a Board of Directors' minute action (wavier) and, that (ii) IEUA will meet its expenditure obligations for the next six months. The EMFA/AGM AGM or the GM shall maintain a complete and timely record of all investment transactions in support of the above statement.

17.0 INTERNAL CONTROLS

The EMFA/AGM AGM or the GM is responsible for establishing and maintaining a control structure designed to ensure that the assets of the IEUA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation and benefits require estimates and judgments by management.

An annual independent review, or as needed to address recommended changes, by an external auditor to assure compliance with policies and procedures will be performed as part of the IEUA's annual audit.

18.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. To determine whether market rate of return is being achieved, the <u>EMFA/AGM AGM</u> or the GM shall identify comparable benchmark(s) to the portfolio investment duration, (e.g., 90-day US Treasury Bill, 6-month US Treasury Bill, average LAIF yield rate).

If the Agency has contracted with an investment advisor to provide investment service, the investment performance of the managed funds shall be evaluated and compared to an appropriate benchmark to assess the success of the investment program relative to IEUA's safety, liquidity, return objectives. This comparative analysis is included in the investment report presented to the Board of Directors quarterly.

19.0 POLICY REVIEW

This Investment Policy shall be reviewed regularly to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return and its relevance to current law and financial and economic trends. The Board shall be responsible for maintaining guidance over this Investment Policy to ensure that IEUA can adapt readily to changing market conditions and approve any modification to the Investment Policy prior to implementation.

20.0 STATE LAW

The legislated authority of the IEUA's investments is covered in Sections 53601, 53607, 53635, 53638, 53646, 53652, and 53653 of the Government Code. It is the policy of the IEUA to comply with the State laws governing its investments.

21.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Board of Directors of IEUA (A Municipal Water District). Moreover, the Policy shall be reviewed whenever there are recommended changes or annually, whichever occurs first, and modifications must be approved by the Board of Directors.

ADOPTED AND APPROVED:

Name: Camacho, Elie, Hall, Hofer, Tule

Title: Board of Directors

Date: April 20, 2022

APPENDIX: GLOSSARY OF CASH MANAGEMENT TERMS

BOND PROCEEDS:

The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

BROKER:

A broker acts as an intermediary between a buyer and seller for a commission and does not trade for his/her own risk and account or inventory.

CERTIFICATE OF DEPOSIT (CD):

A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS):

A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL:

Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER:

A short-term, unsecured, promissory note with a fixed maturity of no more than 270 days. By statute, these issues are exempt from registration with the U.S. Securities and Exchange Commission.

CREDIT RISK:

The risk to an investor that an issuer will default in the payment of interest and/or principal on a security and a loss will result.

CUSTODIAN:

A bank or other financial institution that keeps custody of stock certificates and other assets.

DEALER:

A dealer, as opposed to a broker, acts as a principal in all transaction, buying and selling for his own risk and account or inventory.

DELIVERY OF SECURITIES:

There are two methods of delivery of securities; *Delivery versus Payment* and *Delivery versus Receipt*. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of signed receipt for the securities.

DIVERSIFICATION:

Dividing investment funds among a variety of securities offering independent returns.

DURATION:

A measure of the timing of the cash flows to be received from a given-fixed income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA):

The Financial Industry Regulatory Authority (FINRA) is the largest independent regulator for all securities firms doing business in the United States. All told, FINRA oversees over 4,200 brokerage firms, about 162,000 branch offices and approximately 634,000 registered securities representatives.

INTEREST ONLY STRIPS:

The interest portion of a Treasury note or bond that has been stripped of its principal component through the commercial book-entry system.

INTEREST RATE RISK:

The risk of gain or loss in market values of securities due to changes in interest-rate levels. For example, rising interest rates will cause the market value of portfolio securities to decline.

INVERSE FLOATER:

Fixed income instruments whose coupon or interest rate is periodically reset according to a short-term rate index such as LIBOR, or prime rate. Unlike the traditional floating rate instrument, however, the inverse floater's rate is set equal to a fixed rate minus the short-term rate index.

INVESTMENT POLICY:

A clear and concise statement of the objectives and parameters formulated by an investor or investment manager for a portfolio of investment securities.

INVESTMENT PORTFOLIO:

A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

LIQUIDITY:

The measure of an asset's ability to be converted easily and rapidly into cash with minimum risk on principal.

LOCAL AGENCY INVESTMENT FUND (LAIF):

An investment pool managed by the California State Treasurer. Local government units, with consent of the governing body of that agency, may voluntarily deposit surplus funds for investment. Interest earned is distributed by the State Controller to the participating governmental agencies on a quarterly basis.

MARKET VALUE:

The price at which a security is currently being sold in the market. See FAIR VALUE.

MASTER REPURCHASE AGREEMENT:

A written contract covering all future transactions between the parties to repurchase agreements and reverse repurchase agreements that establish each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY:

The date that the principal or stated value of a debt instrument becomes due and payable.

MEDIUM-TERM NOTES (MTNs):

Corporate notes, having any or of the features of corporate bonds and ranging in maturity from nine months out to thirty years. The difference between corporate bonds and MTNs is that corporate bonds are underwritten.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO):

A rating organization designated by the SEC as being nationally recognized, such as Moody's Investor Service, Inc.(Moody's), Standard & Poor's (S&P), and Fitch Ratings (Fitch).

NEGOTIABLE CERTIFICATES OF DEPOSIT:

Time deposits issued by Federal Deposit Insurance Corporation (FDIC) insured banks and are underwritten by the Financial Industry Regulatory Authority (FINRA) registered Broker/Dealers. Also known as "DTC Eligible CDs" or "Brokered Deposits", this type of deposit is offered to investors by issuing institutions looking to raise liquidity and funding through the wholesale and institutional markets.

PAR VALUE:

The amount of principal that must be paid at maturity. Also referred to as the face amount of a bond, normally quoted in increments of \$1,000 per bond.

PRIMARY DEALER:

A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker/dealers, banks and a few unregulated firms.

PRINCIPAL:

The face or par value of a debt instrument or the amount of capital invested in a security.

PRUDENT INVESTMENT STANDARD:

The way a prudent person of discretion and intelligence would be expected to manage the investment program in seeking a reasonable income and preservation of capital.

RANGE NOTES:

Securities that accrue interest during an interest period at a fixed or variable rate if a specified index is within a specified range during a designated period or at a point in time. A Range Note may not bear interest if the specified index is outside the specified range.

RATE OF RETURN:

- The yield which can be attained on a security based on its purchase price or its current market price.
- 2) Income earned on an investment, expressed as a percentage of the cost of the investment.

REPURCHASE AGREEMENT (RP OR REPO):

A holder of securities (e.g. investment dealer) sells these securities to an investor (e.g. the Agency) with an agreement to repurchase them at a fixed date. The security "buyer" (e.g. the Agency) in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the "buyer" for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO):

A counter party (e.g. investment dealer) buys the securities from the holder of securities (e.g. the Agency) with an agreement to sell them back at a fixed date. The counter party in effect lends the seller (e.g. the Agency) money for the period of the agreement with terms of the agreement structured to compensate buyer.

SAFEKEEPING:

A service banks offer to clients for a fee, where physical securities are held in the bank's vault for protection and book-entry securities are on record with the Federal Reserve Bank or Depository Trust Company in the bank's name for the benefit of the client. As agent for the client, the safekeeping bank settles securities transactions, collects coupon payments, and redeems securities at maturity or, if called, on the call date.

SECURITIES:

Investment instruments such as notes, bonds, stocks, money market instruments and other instruments of indebtedness of equity.

SECURITIES AND EXCHANGE COMMISSION (SEC):

Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECONDARY MARKET:

A market for the repurchase and resale of outstanding issues following the initial distribution.

SUPRANATIONALS:

International organizations whereby member states transcend national boundaries or interests to share in the decision-making process and vote on issues pertaining to the wider grouping.

TOTAL RETURN:

Total return, when measuring performance, is the actual rate of return of an investment or a pool of investments over a given evaluation period. Total return includes interest, capital gains, dividends and distributions realized over a given period.

TREASURY SECURITIES:

Securities issued as direct obligations of the U.S. Government and backed by the full faith and credit of the federal government.

WEIGHTED AVERAGE MATURITY (WAM):

The average maturity of all the securities that comprise a portfolio, typically expressed in days of years.

YIELD:

The annual rate of return on an investment expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security.

INLAND EMPIRE UTILITIES AGENCY OFFICE OF THE EXECUTIVE MANAGER OF FINANCE & ADMINISTRATION/AGM ASSISTANT GENERAL MANAGER OR GENERAL MANAGER

INVESTMENT ADVISOR

The following investment advisor is authorized to provide investment services to the IEUA, in accordance with the IEUA's Investment Policy:

- 1. PFM Asset Management LLC Contract Number 4600002440
 - a. Approved 12/20/2017, expiring 1/10/2021.
 - b. Contract Extension Approved 10/27/2020, expiring 1/10/2023

Exhibit B

INLAND EMPIRE UTILITIES AGENCY EXECUTIVE MANAGER OF FINANCE & ADMINISTRATION/AGM ASSISTANT GENERAL MANAGER OR GENERAL MANAGER

Authorized Brokers/Dealers

NONE



FY 2022/23 Updates



- The Investment Policy remains unchanged from the prior year apart from minor edits related to the Agency's organizational structure title change
- Replaced the Executive Manager of Finance and Administration (EMFA) title to Assistant General Manager (AGM)
- Agency's investment advisor, PFM Asset Management LLC (PFM) has reviewed and confirmed the investment policy is in compliance with the California Government Code (CGC) which governs the investment of public funds.

Recommendations



 Adopt Resolution No. 2022-4-8, approving the update of the Agency's Investment Policy for Fiscal Year 2022/23.

ACTION ITEM 2B



Date: April 20, 2022

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

Committee: Finance & Administration 04/13/22

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Fiscal Year 2020/21 Single Audit

Executive Summary:

The Single Audit Act and the Office of Management and Budget (OMB) Uniform Guidance require each non-federal entity that expends \$750,000 or more of federal grants to undergo an annual independent audit. The objectives of the Single Audit are to determine whether there are issues that could have a direct and material effect on internal control over compliance for each major federal grant award, and eligibility of federal grant award expenditures. In FY 2020/21, IEUA incurred \$27,625,730 in total federal costs including \$2,044,708 from United States Department of Interior (DOI) programs and \$25,581,022 from Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) loan program. The Agency's independent external audit firm, Clifton, Larson, Allen, LLP, performed the annual single audit for the fiscal year ended June 30, 2021. The Single Audit Report for the FY 2020/21 expressed the following opinion over the Agency's expense of federal funds:

- 1. IEUA is in compliance with each major federal grant award program.
- 2. No significant deficiencies in internal control over major federal award programs.
- 3. No findings or questioned costs to major federal award programs.
- 4. The Agency is a low risk auditee.

Staff's Recommendation:

- 1. Approve the Single Audit Report for fiscal year ended June 30, 2021; and
- 2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.

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):

There is no impact on the Agency's FY 2021/22 Budget as a result of this item, since related audit service fees are budgeted in the Administrative Services Fund under Professional Services.

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

Prior Board Action:

On December 16, 2020, the Board of Directors approved the Single Audit Report for FY 2019/20 reviewed by the Audit Committee on December 9, 2019.

On June 11, 2021, the Board approved Contract No. 4600003005 with Clifton Larson Allen LLP for financial auditing and single audit services, for three fiscal years beginning in FY 2020/21, with the option to extend two additional fiscal years.

Environmental Determination:

Not Applicable

Business Goal:

The IEUA FY 2020/21 Single Audit Report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing transparent communication of the fiscal year activity and the net position of the different programs of the Agency.

Attachments:

Attachment 1 - FY 20/21 Single Audit Report

Attachment 2 - PowerPoint

Board-Rec No.: 22091

INLAND EMPIRE UTILITIES AGENCY, CALIFORNIA

SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS

YEAR ENDED JUNE 30, 2021



WEALTH ADVISORY | OUTSOURCING AUDIT, TAX, AND CONSULTING

INLAND EMPIRE UTILITIES AGENCY TABLE OF CONTENTS YEAR ENDED JUNE 30, 2021

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Inland Empire Utilities Agency Chino, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of each major fund and the aggregate remaining fund information of the Inland Empire Utilities Agency (the Agency), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated December 3, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified



Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Agency's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Agency's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Agency's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Clifton Larson Allen LLP

Irvine, California December 3, 2021



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors Inland Empire Utilities Agency Chino, California

Report on Compliance for Each Major Federal Program

We have audited the Inland Empire Utilities Agency's (Agency) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Agency's major federal programs for the year ended June 30, 2021. The Agency's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Agency's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200*, *Uniform Administrative Requirements*, *Cost Principles*, *and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Agency's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Agency's compliance.



Opinion on Each Major Federal Program

In our opinion, the Agency complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the Agency is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Agency's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of each major fund and the aggregate remaining fund information of the Agency, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Agency's basic financial statements. We issued our report thereon dated December 3, 2021, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance (Continued)

The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

CliftonLarsonAllen LLP

Clifton Larson Allen LLP

Irvine, California March 16, 2022

INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS YEAR ENDED JUNE 30, 2021

Federal Grantor / Pass - Through Grantor / Program / Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Federal Expenditures			
<u>United States Department of Interior</u>						
Direct Assistance:						
Title XVI Water Reclamation and Reuse	15.504	N/A	\$	1,596,199	\$	-
Reclamation States Emergency Drought Relief	15.514	N/A		86,509		-
Water Conservation Field Services	15.530	N/A		362,000		-
Total United States Department of Interior				2,044,708		-
Environmental Protection Agency Direct Assistance:						
Water Infrastructure Finance and Innovation	66.958	N/A		25,581,022		
Total Expenditures of Federal Awards			\$	27,625,730	\$	

INLAND EMPIRE UTILITIES AGENCY NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS JUNE 30, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of the Inland Empire Utilities Agency (Agency) under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Agency, it is not intended to and does not present the financial statements of the Agency. The Agency's reporting entity is defined in Note 1 of the notes to the Agency's financial statements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the full accrual basis of accounting, except for Assistance Listing Number 66.958 which is reported on the cash basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

The Agency has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 RECONCILIATION OF STATE WATER RESOURCE CONTROL BOARD AND EXPENDITURE REPORTING ON THE SCHEDULE

Federal awards per the State Water Resource Control Board: C-06-8105-110 1,862,338 C-06-8235-150 3,347,006 5,209,344 Subtotal Adjustment for expenditures reported in the prior fiscal period: C-06-8105-110 (1,862,338)C-06-8235-150 (3,347,006)Subtotal (5,209,344)Total Federal Expenditures of the Capitalization Grants for Clean Water State Revolving Funds Program (SEFA amount)

NOTE 5 CONTINGENCIES

Under the terms of federal and state grants, additional audits may be requested by the grantor agencies and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to a request for reimbursement to the grantor agencies.

INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2021

Section I – Summary of Auditors' Results Financial Statements Unmodified 1. Type of auditors' report issued: 2. Internal control over financial reporting: • Material weakness(es) identified? _____ yes • Significant deficiency(ies) identified? x none reported _____ yes 3. Noncompliance material to financial statements noted? _____ yes Federal Awards 1. Internal control over major federal programs: Material weakness(es) identified? ____ yes <u>x</u> no x none reported Significant deficiency(ies) identified? ____yes 2. Type of auditors' report issued on compliance for major federal programs: Unmodified 3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes <u>x</u> no Identification of Major Federal Programs **Assistance Listing Number(s)** Name of Federal Program or Cluster Water Conservation Field Services 15.530 66.958 Water Infrastructure Finance and Innovation Dollar threshold used to distinguish between Type A and Type B programs: \$ 828,772 Auditee qualified as low-risk auditee? <u>x</u> yes _____ no

INLAND EMPIRE UTILITIES AGENCY SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2021

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with Government Auditing Standards.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

INLAND EMPIRE UTILITIES AGENCY SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS YEAR ENDED JUNE 30, 2021

There were no findings reported in fiscal year 2019-2020.









- An independent audit is required for entities that expend \$750,000 or more in Federal grants in any given fiscal year.
- Objectives:
 - —Determine compliance with Federal cost principles,
 - -Evaluate the Agency's internal controls over Federal grants, and
 - —Evaluate the eligibility of grant award expenditures.
- The Agency's external auditor, Clifton, Larson, Allen, LLP (CLA), performed the single audit for fiscal year ending June 30, 2021.





- FY 20/21 Federal Cost \$27.6 million:
 - -\$2.0 million US Department of Interior
 - \$1.6 million Title XVI Water Reclamation and Reuse
 - \$0.4 million Water Conservation Field Services
 - —\$25.6 million US Environmental Projection Water Infrastructure Finance & Innovation Act (WIFIA) Loan
- In compliance with each major federal grant award program,
- No significant deficiencies in internal control over major federal award programs,
- No findings or questioned costs to major federal award programs, and
- IEUA qualifies as a "low-risk auditee"



Recommendation

- 1. Approve the Single Audit Report for fiscal year ended June 30, 2021; and
- 2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties.







ACTION ITEM 2C



Date: April 20, 2022

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

Committee: Engineering, Operations & Water Resources 04/13/22

Finance & Administration 04/13/22

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 Disinfection Improvements Project Construction Contract Award

Executive Summary:

The Tertiary Treatment Plant (TP-1) at the Regional Plant No. 1 (RP-1) treats secondary effluent with sodium hypochlorite (bleach) to meet recycled water standards. The RP-1 Disinfection Project was placed on hold in 2018, due to budgetary constraints. In 2019, the bleach distribution system failed, and a temporary system was installed under an emergency project. In April 2021, after receipt of a State Revolving Fund (SRF) loan, the original design engineer consultant, Carollo Engineers, Inc., was contracted to complete the design. This project will construct a new bleach storage, injection and mixing system. Other improvements include new chemical mixing pump station at the Filter Effluent Structures, concrete and coating repairs to sedimentation basins, and asphalt improvements. On January 13, 2022, IEUA issued an invitation for bids to seven prequalified contractors. On March 3, 2022, IEUA received three construction bids. Innovative Construction Solutions (ICS) was the lowest responsive, responsible bidder with a bid price of \$8,575,000; engineer's estimate was \$8,225,238. Further, staff is recommending a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc., for a total of \$598,411, for continuity between design and construction phases. Staff also recommends a total project budget increase in the amount of \$4,450,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees on March 31, 2022, and April 5, 2022.

Staff's Recommendation:

- 1. Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions in the amount of \$8,575,000;
- 2. Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;
- 3. Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and
- 4. Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 4,450,000

Account/Project Name:

EN11039/RP-1 Disinfection Improvements Project

Fiscal Impact (explain if not budgeted):

If approved, the total project budget will increase in the amount \$4,450,000 for the RP-1 Disinfection Improvements, Project No. EN11039, in the Regional Wastewater Capital (RC/10900) Fund.

Prior Board Action:

In March 2018, the Board of Directors issued Amendment No. 3 to Carollo Engineers, Inc. for final design services for a not-to-exceed amount of \$592,325.

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 of the State CEQA Guidelines.

Business Goal:

The RP-1 Disinfection 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

Attachment 3 - Construction Contract

Board-Rec No.: 22073

Attachment 1





Project Location: Regional Plant No. 1



Tertiary Treatment Plant (TP-1)

Background

- Existing chemical distribution piping has failed
- Temporary system installed as an emergency project

Project will:

- Improve operational flexibility and redundancy
- Enhance effluent to ensure compliance
- Reduce chemical usage and bulk deliveries





Temporary Sodium Hypochlorite (Bleach) Piping System



The Project

Scope of Work:

- Demolish existing tanks and pumps
- New bleach facility
 - Chemical feed pumps, bleach storage tanks, chemical containment
- Construct new chemical mixing pump station at filter effluent structures
- Rehabilitation and mechanical upgrades at sedimentation basin
- Pavement restoration
- SCADA integration



Existing Bleach Storage Tanks







Contractor Selection

Three bids were received on March 3, 2022:

Bidder's Name	Final Bid Amount
Innovative Construction Solutions	\$8,575,000
W.A. Rasic Construction Company, Inc.	\$9,722,088
J.F. Shea Construction, Inc.	\$13,422,000
Engineer's Estimate	\$8,225,238



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$1,406,093
Design Consultant Contract	\$658,699
IEUA Design Services (actuals)	\$747,394
Construction Services	\$1,455,911
Engineering Services During Construction (this action)	\$598,411
IEUA Construction Services (~10%)	\$857,500
Construction	\$9,861,250
Construction Contract (this action)	\$8,575,000
Contingency (~15%)	\$1,286,250
Total Project Cost	\$12,723,254
Total Project Budget:	\$8,547,043
Budget Increase (this action)*:	\$4,450,000
Revised Total Project Budget:	\$12,997,043

*Budget increase from Regional Wastewater Capital Fund (10900)
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Project Milestone	Date					
Construction						
Construction Contract Award	April 2022					
Construction Completion	October 2023					





- Award a construction contract for the RP-1 Disinfection Improvements, Project No. EN11039, to Innovative Construction Solutions in the amount of \$8,575,000;
- Award a consulting contract for Engineering Services During Construction to Carollo Engineers, Inc. for a not-to-exceed amount of \$598,411;
- Approve a total project budget increase to the RP-1 Disinfection Improvements, Project No. EN11039, in the amount of \$4,450,000 in the RC/10900 Fund; and
- Authorize the General Manager to execute the construction contract, consultant contract, and budget increase, subject to non-substantive changes.

The RP-1 Disinfection 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.

Attachment 2



CONTRACT NUMBER: 4600003130 CONSULTING ENGINEERING SERVICES FOR THE

RP-1 DISINFECTION PUMP IMPROVEMENTS, PROJECT EN11039

THIS CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2022, 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 Riverside, Irvine, and Los Angeles (hereinafter referred to as "Consultant"), for Engineering Services During Construction (ESDC) for Project EN11039.

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

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

Project Manager: James S. Spears, P.E., Senior Engineer

Address: 6075 Kimball Avenue, Building "B"

Chino, CA 91708

Telephone: (909) 993-1851 Facsimile: (909) 993-1987 Email: jspears@ieua.org

2. <u>CONSULTANTASSIGNMENT</u>: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Rajesh Doppalapudi, P.E., BCEE

Project Manager

Address: 3150 Bristol Street, Suite 500, Costa Mesa, CA 92626

Telephone: (714) 593-5100 Facsimile: (714) 593-5101

Email: rdoppalapudi@carollo.com

- 3. <u>ORDER OF PRECEDENCE</u>: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600003130
 - B. Contract Number 4600003130 General Terms and Conditions.
 - C. Project Manager's Request for Proposal and germane Addenda, incorporated herein by reference.
 - D. Consultant's Proposals dated November 22, 2021 and March 2, 2022, incorporated herein as **Attachment 1**.
- 4. <u>SCOPE OF WORK AND SERVICES</u>: Consultant's services and responsibilities shall be in accordance with Project Manager's Request for Proposal and germane Addenda, incorporated herein by reference, and **Attachment 1** which is attached hereto, referenced herein and made a part hereof.
- 5. <u>TERM</u>: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on June 30, 2024 unless otherwise agreed to by both parties, reduced to writing, and amended to this Contract.
- 6. <u>COMPENSATION</u>: Agency shall pay Consultant's once-monthly, properly-executed invoice, approved by the Project Manager (basis Consultant's Fee Schedule attached hereto, referenced herein, and made a part hereof as being within the context of Attachment 1) within thirty (30) days following receipt of the invoice by IEUA Accounts Receivable, utilizing Consulting Services Invoice Template Attachment 2, attached hereto and made a part hereof, for the submittal of each invoice. (The template in Excel format will be furnished to Consultant by the cognizant IEUA Project Manager.) Invoices shall include the name of assigned personnel, fully-burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600003130 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to approup@ieua.org . Should Consultant engage in any public works activity in excess of \$25,000.00 in billing value, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html].

In compensation for the work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of **\$598,411.00** for all services provided in accordance with **Attachment 1**, referenced herein, attached hereto, and made a part hereof. All compensation shall be made via Automatic Clearing House (ACH) transactions.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. Any changes shall be made by a written Amendment to the Contract. Consultant's invoice must be submitted

according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Attachment 2**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

7. CONTROL OF THE WORK: The Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

8. FITNESS FOR DUTY:

- A. Fitness: Consultant on the Jobsite:
 - 1. shall report for work in a manner fit to do their job;
 - 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - 4. <u>Compliance</u>: Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
- 9. <u>INSURANCE</u>: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
 - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions): Insurance appropriates to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
 - 1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

3. All Coverages

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

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

F. <u>Submittal of Certificates</u>: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District Attn: Risk Specialist Ms. Angela Witte P.O. Box 9020 Chino Hills, California 91709 Email awitte@ieua.org

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: The Consultant shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Consultant</u>: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. <u>Observing Laws and Ordinances</u>: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. <u>Subcontract Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. <u>Grant-Funded Projects</u>: This is a grant-funded (e.g., Federal Grant and State Revolving Funds combined) project. The agreement has specific requirements regarding clauses that must be included in all of Agency's contractual documents related to this project. Consultant must assist IEUA in meeting all the requirements for this Agreement. These requirements include, but are not limited to, the State Prevailing Wages, Federal Davis-Bacon requirements, Federal Disadvantaged Business Enterprise (DBE), Single Audit, Records and Drug Free Workplace. If a subconsultant is hired, the grant requirements language must be included in the subconsultant's contract in its entirety. Reference all special language and reporting requirements attached hereto, referenced herein, and made a part hereof as **Attachment 3**.
- F. <u>Conflict of Interest</u>: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating

to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

Consultant understands and acknowledges that executing this Agreement may inhibit the Consultant from engaging in future contracts, jobs, or agreements with the Agency that is, or can be considered, related to the Scope of Work due to a potential conflict of interest.

- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- H. <u>Non-Conforming Work and Warranty</u>: Consistent with the standard of skill and care set forth in Section 10, A, Professional Responsibility, Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

I. Disputes:

(1). All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seg, or their successor.

- (2).Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
- (3). In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five (5) names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

- (4). Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
- 11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services as addressed under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

Notwithstanding the foregoing, for any claim alleging Consultant's negligent performance of professional services, Consultant's obligations regarding the Agency's defense under this paragraph include only the reimbursement of the Agency's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or loss of anticipated profits. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

In addition to the above, Consultant will indemnify, defend, and hold Agency, its directors, employees, agents, and assigns harmless from all liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (an "Indemnified Loss") as a result of the acts, errors or omissions, whether intentional, negligent or otherwise, of Consultant, its employees, and its consultants that result in claims against the Agency by Consultant's employees, consultants, and/or contractors for employment-related claims including but not limited to claims for wages, benefits, insurances, employee misconduct, workplace hostile environment, wrongful termination, discrimination or retaliation. Consultant will not be obligated to indemnify, defend, or hold harmless Agency for any liabilities, losses, damages, claims, penalties, fines, costs, attorney's fees or other responsibilities incurred by the Agency (a "Non-Indemnified Loss")

as a result of claims made by Consultant's employees, consultants, and/or contractors against Agency arising out of the negligent, intentional, or reckless acts, errors or omissions of Agency and its employees.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

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

- 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
- 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. <u>No Additional Compensation</u>: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
- 15. <u>INFRINGEMENT</u>: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trademark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

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

Agency: Warren T. Green

Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, California 91709

Consultant: Mr. Balakrishnan Narayanan

Chief Executive Officer Carollo Engineers, Inc.

2700 Ygnacio Valley Road, Suite 300

Walnut Creek, CA 94598

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

- 17. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
- 18. <u>PUBLIC RECORDS POLICY</u>: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure, (e.g., "Confidential," "Proprietary" or "Trade Secret,") Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary" or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

- 19. <u>RIGHT TO AUDIT</u>: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
- 20. <u>INTEGRATION</u>: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding

- shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
- 21. <u>GOVERNING LAW</u>: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
- 22. <u>TERMINATION FOR CONVENIENCE</u>: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
- 23. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 24. <u>NOTICE TO PROCEED</u>: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.
- 25. <u>AGENCY-PROVIDED INFORMATION AND SERVICES</u>: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.
- 26. <u>ESTIMATES AND PROJECTIONS</u>: Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's plant and/or associated processes are operated and/or maintained. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data and/or cost projections and actual base unit quantities and/or associated energy cost savings realized by the Agency and/or any third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the standard of skill and care expected of a consultant under the same or similar circumstances.
- 27. <u>THIRD PARTIES</u>: The services to be performed by Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall

accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES (A Municipal Water District)	S AGENCY:	CAROLLO ENGINEERS, INC.:	
Shivaji Deshmukh General Manager	(Date)	Graham Juby, PhD, PE Principal-in-Charge	(Date)
		Eric M. Mills, P.E. Senior Vice President	(Date)
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Consultant Contract Attachment 1



March 2, 2022

Mr. James Spears, P.E. Senior Engineer Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708

Subject: RP-1 Disinfection Improvements Project (EN11039) – Engineering Services During Construction

Dear Mr. Spears:

Thank you for your request to provide a detailed breakdown for providing Engineering Services during Construction (ESDC) for the Inland Empire Utilities Agency (IEUA/Agency) Project EN11039.

Background

In January 2022, Carollo submitted the Final Bid Set documents for the RP-1 Disinfection Improvements Project (EN11039). IEUA is planning on bidding this project in January, with potential construction Notice to Proceed in March 2022. The construction duration for the project is estimated to be about 12-months. This scope of work includes engineering services during construction for this project.

In addition, this scope of work also includes additional effort that was required to update the Bid Set to current IEUA's Engineering Standards as agreed to by IEUA and presented in Carollo's letter dated November 22, 2021 (Exhibit C).

Scope of Work

The tasks listed below present our understanding of the scope of work:

Task 1 – Revised Bid Set due to Updated Engineering Standards

As presented in Carollo's letter dated November 22, 2021, this task includes the following two subtasks:

Task 1.1 – Revised Electrical and Instrumentation Drawings

Fourteen additional drawings were included in the Bid Set to meet the intent of IEUA's current Engineering Standards and to include clarifications to the contractor. Refer to the letter in Exhibit C for additional details.

Task 1.2 – Updated Construction Cost Estimate

The original construction cost estimate for the EN11039 project was developed in 2018 and is more than three years old. Since that time, there has been significant changes in material and labor costs especially due to impacts related to Covid -19. A more detailed Construction Cost Estimate based on the current Bid Set was developed in December 2021 to reflect current market conditions.



Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

Page 2

Task 2 – Project Management

Monitor elements of engineering services effort for conformance with the project's intent and provide active engineering overview and support of construction administration and IEUA staff in responding to construction issues. Monitor and manage resources to adequately support contractor's construction schedule. Attend periodic project meetings to monitor activities during the construction phase, that is anticipated to last 18-months. Carollo will attend up to 18 in-person project meetings.

In addition, Carollo will attend up to 6 workshops, led by the General Contractor, as included in the General Conditions. A total of 3 hours per workshop with one person attending was assumed for this task.

Task 3 – Prepare Conformed Documents

After construction bid opening, prepare conformed documents (specifications and drawings) to incorporate modifications to the contract documents made via the addenda issued during the bidding period. Prepare one (1) set of electronic files representing conformed documents information. This set of conformed documents will be developed in electronic format using MicroStation and MicroSoft Word. Provide one (1) set of originals for revised specification sections and 22-inch by 34-inch drawings in.pdf format. Total sheet count for the drawings is 146, including 5 demolition drawings that will be provided by IEUA. Average level of effort of 1.5 hours per sheet and 40 hours to update the specifications is assumed for this task.

Task 4 – Respond to Requests for Information (RFIs)

All questions and concerns that arise during construction will be transmitted and coordinated by IEUA's Construction Manager (CM) and will be documented using RFI format. Carollo Engineers (ENGINEER) will review and respond in writing to all RFIs that are submitted to Carollo. IEUA staff and the CM will review ENGINEER's response to the RFIs, as appropriate. Design team members will provide overview in each discipline to confirm that the decisions made in design are incorporated in the responses to RFIs generated during construction. It is assumed that IEUA's CM will respond directly to some RFIs. Carollo's scope of work assumed responding to up to 120 RFIs with an average level of effort of 3 hours per RFI.

Task 5 – Review Major Shop Drawing Submittals

Equipment shop drawings and other major submittals will be reviewed by the design team for conformance to the Contract Documents. ENGINEER will provided an initial review and one resubmittal review. Carollo's scope of work assumes reviewing a total of 100 shop drawings as listed in Exhibit D, including resubmittals, with an average level of effort of 6 hours per submittal.

Task 6 – Review Change Order Proposals (COPs)

All COPs that arise during construction will be transmitted and coordinated by IEUA's CM and will be documented using COP format. Carollo (ENGINEER) will review and respond in writing to all COPs that are submitted to Carollo. Design team members will provide overview in each discipline to confirm that the COPs meet the design intent. IEUA staff and the CM will review ENGINEER's response to the COP, as appropriate. This scope of work includes review of up to 10 COPs, and assumes an average level of effort of 16 hours per COP.

Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

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Task 7 – Commissioning and Startup Assistance

The Contract Documents direct the Contractor to assume responsibility for commissioning and startup and to demonstrate the function of each process system and subsystem. Carollo will provide as-needed engineering services to review the Contractor's Commissioning and Startup Plan and sample forms and test reports that are required for check out of each piece of mechanical equipment. It is assumed that the commissioning phase will not last more than two weeks. An allowance of 134 hours has been assumed.

After commissioning is completed, Carollo will assist IEUA operations staff with system startup and system performance testing of the project. It is assumed that the start-up period will not last more than two weeks, and duties will include:

- 1. Attend sequencing and startup meetings with the appropriate Operations staff, equipment suppliers and appropriate subcontractors including a kick-off meeting to enhance coordination and scheduling.
- 2. Assist in monitoring system performance and provide comments and recommendations regarding the results.

An allowance of 112 hours has been assumed for startup assistance.

Task 8 – Electronic O&M Manuals (EO&Ms)

One EO&M (including two SOPs) for the Disinfection process will be prepared and updated for the RP-1 Disinfection Improvements. The EO&M and SOPs will follow the format developed with IEUA Operations Staff, to match other process O&Ms at RP-1. A total work effort of 172 hours was assumed, which includes a total of 52 hours for the two SOPs.

Task 9 – Record Drawings

IEUA inspection staff in support of the Contractor's record drawings will maintain a set of full-size drawings and record field changes (including RFI responses) and corrections identified in the construction phase. These marked up drawings will be provided to Carollo for incorporation into Record Drawings. Record drawing information will be based on the provided marked-up drawings. Carollo will prepare one (1) set of electronic files The record drawings will be developed in electronic format using MicroStation. Total sheet count is 146, including the 5 demolition drawings to be prepared by IEUA. Average level of effort of 4 hours per sheet is assumed for this task.

Mr. James Spears, P.E. Inland Empire Utilities Agency March 2, 2022

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Optional Items Not Included

- 1. Carollo's estimated work effort and budget is based upon IEUA staff providing construction management, inspection services and supporting the effort to resolve construction conflicts.
- 2. All material testing and management of subconsultants and subcontractors will be contracted by and coordinated by the IEUA.
- 3. Specialty inspection other than that specifically identified.
- 4. Factory witness testing/inspection of equipment or any other item.
- 5. Electrical coordination study and Arc Flash study.
- 6. Coordination for obtaining NPDES, AQMD, and any other permits.
- 7. Legal assistance or fees associated with resolving construction disputes and formal claims.
- 8. Other items not specifically listed in the above Scope of Work.

Cost of Work Effort

A detailed breakdown of the proposed Tasks, labor effort and budget cost estimates are shown in the table included in Exhibit B, attached. As indicated, the proposed effort for the ESDCs totals \$ 598,411.

We appreciate your consideration of this work effort and look forward to the successful completion of the construction phase of you Project EN11039.

D. Rajesh Babu

Rajesh Doppalapudi, P.E., BCEE

Project Manager

Sincerely,

CAROLLO ENGINEERS, INC.

Graham J.G. Juby, Ph.D., P.E.

Principal in Charge

GJJ/RBD:mr

Enclosures: Exhibit B

Exhibit C

Exhibit D



EXHIBIT B FEE ESTIMATE (02/04/2022)

FEE ESTIMATE (02/04/2022) INLAND EMPIRE UTILITIES AGENCY

RP-1 - DISINFECTION IMPROVEMENTS - EN11039 ENGINEERING SERVICES DURING CONSTRUCTION

		ESTIMATED CAROLLO LABOR COSTS											
IEUA - RP-1-DISINFECTION IMPROVEME		Senior Professional	Lead Professional	Professional	Assistant Professional	Sr. CAD Designer	Asst. CAD Designer	Support Staff	Total Hours	Carollo Labor excl PECE	PECE	Other Direct Costs	Total Carollo Costs
Task 1 - Revised Bid Set	Hourly Rate	\$300	\$276	\$216	\$177	\$177	\$130	\$118			\$13.00		
1.1 Revised El&C Drawings		8	24	40	72	48	129	2	323	\$55,454	\$4,199	\$5	\$59,658
1.2 Updated Construction Cost Estimate		4	12	24	50	0	0	0	90	\$18,352	\$1,170	\$0	\$19,522
1.2 Opudica Construction Cost Estimate	Subtotal - Task 1	12	36	64	122	48	129	2	413	\$73,806	\$5,369	\$5	\$79,180
Task 2 - Project Management										7. 2,200	72,500	,,,	7,
2.1 Project Management		18	54	0	0	0	0	0	72	\$20,304	\$936	\$0	\$21,240
2.2 Project Meetings		0	54	54	0	0	0	0	108	\$26,568	\$1,404	\$1,500	\$29,472
2.3 Project Workshops (6)		0	0	18	0	0	0	0	18	\$3,888	\$234	\$1,500	\$5,622
	Subtotal - Task 2	18	108	72	0	0	0	0	198	\$50,760	\$2,574	\$3,000	\$56,334
Task 3 - Prepare Conformed Set													
3.1 Prepare Conformed Set		3	10	12	62	20	145	7	259	\$40,442	\$3,367	\$0	\$43,809
	Subtotal - Task 3	3	10	12	62	20	145	7	259	\$40,442	\$3,367	\$0	\$43,809
Task 4 - Respod to RFIs													
4.1 RFIs		8	40	84	220	0	0	8	360	\$71,468	\$4,680	\$0	\$76,148
Tall 5 Days Materials Days to 0 house	Subtotal - Task 4	8	40	84	220	0	0	8	360	\$71,468	\$4,680	\$0	\$76,148
Task 5 - Review Major Shop Drawing Submittal	IS	4	00	200	240	0	0	0	CO4	£404 440	67.050		£400,000
5.1 Review Shop Drawing Submittals	Subtotal - Task 5	4	60 60	200 200	340 340	0 0	0	0	604 604	\$121,140 \$121,140	\$7,852 \$7,852	\$0 \$0	\$128,992 \$128,992
Task 6 - Review COPs	Subtotal - Task 5	4	90	200	340	U	U	U	004	\$121,140	\$1,002	φU	φ 1∠0,33∠
6.1 Review COPs		4	16	30	60	10	40	0	160	\$29,686	\$2,080	\$0	\$31,766
C. I I LEVIOW COI 3	Subtotal - Task 6	4	16	30	60	10	40	0	160	\$29,686	\$2,080	\$0	\$31,766
Task 7 - Commissioning and Startup		<u> </u>								+==,===	+ 2,300	70	ŢJ.,. 00
7.1 Commissioning		2	12	40	80	0	0	0	134	\$26,712	\$1,742	\$0	\$28,454
7.2 Startup		0	8	80	24	0	0	0	112	\$23,736	\$1,456	\$500	\$25,692
	Subtotal - Task 7	2	20	120	104	0	0	0	246	\$50,448	\$3,198	\$500	\$54,146
Task 8 - Training and Electronic O&Ms													
8.1 Electronic O&Ms		0	4	40	120	0	0	8	172	\$31,928	\$2,236	\$0	\$34,164
	Subtotal - Task 8	0	4	40	120	0	0	8	172	\$31,928	\$2,236	\$0	\$34,164
Task 9 - Record Drawings													
9.1 Record Drawings		0	8	40	80	36	420	0	584	\$85,980	\$7,592	\$300	\$93,872
	Subtotal - Task 9	0	8	40	80	36	420	0	584	\$85,980	\$7,592	\$300	\$93,872
TOTAL		51	302	662	1,108	114	734	25	2,996	\$555,658	\$38,948	\$3,805	\$598,411





November 22, 2021

Mr. James Spears, P.E. Senior Engineer Inland Empire Utilities Agency 6075 Kimball Avenue Chino, CA 91708

Subject: RP-1 Disinfection Improvements Project (EN11039) – Additional work effort under existing

Task Order 7

Dear Mr. Spears:

Thank you for your request to provide a detailed breakdown of the additional work effort to complete the design for the Inland Empire Utilities Agency (IEUA/Agency) Project EN11039.

Background

In May 2021, IEUA and Carollo executed Amendment No. 1 to Task Order 7 which amended the Task Order to include scope to update the contract documents for the RP-1 Disinfection Improvements Project (EN11039) and provide Bid Period services. Subsequently, in August 2021, IEUA and Carollo executed Amendment No. 2 to Task Order 7 to add additional scope and compensation for providing a standalone PLC to control the new chlorine dosing system. Amendment No. 2 increased Task Order 7 to a total of \$156,032.50.

On September 7, 2021, Carollo submitted the 100% design package for IEUA's review.

Cost to Complete the Work

Carollo's engineering costs through August 2021 totaled \$198,286, and it is anticipated that it will take about \$70,000 more to complete the remaining scope, including preparation of the bid set, completing bid period services, and an additional scope item to update the construction cost estimate. This will take the total work effort above the limit of Task Order 7.

Explanation of Additional Work Effort

The major reason for the additional work effort is added project scope.

Additional Drawings

The original 100% set prepared by Carollo in 2018 included 131 sheets. The updated 100% set submitted on September 7, 2021 includes 150 sheets. However, not all the 29 additional sheets were new. Ten of the original sheets related to the Alum system were removed from the project, so these are no longer included in the set, although the sheet number was retained to reduce effort. Therefore, 19 sheets were added to the project. Five of the 19 were included in the updated scope captured in Amendments 1 and 2 mentioned above, but 14 were added because of additional scope.



Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

Page 2

The need for the additional 14 sheets is explained below:

- 1. IEUA's updated Engineering Design Guidelines (updated July 2020), sent to Carollo after the Amendment No. 1 scope and budget had been finalized, required the addition of 7 new sheets. The updated guidelines mostly impacted the instrumentation sheets. The need for each of the new sheets was discussed with IEUA and it was agreed that IEUA would cover the cost of 5.5 of the 7 sheets. Details of each new sheet and a brief explanation for why it was needed and how the costs would be split, is provided below:
 - a. 01N02: Symbols and Abbreviations Instrument Tags IEUA's updated Engineering Guidelines require a separate sheet to show instrument Tags. Two sheets for tagging nomenclature are required due to the complexity of tagging scheme, one for equipment and one for instruments. Sheet 01N02 is for the instruments. Carollo and IEUA will split the cost of this sheet.
 - b. 01N07: Control Schematics I this sheet was entirely changed to match other IEUA projects and to match the updated standard approach from IEUA Engineering Guidelines. The 2020 Design Guidelines do have sample motor control schematics which were not part of the 2016 version. The updated in 2020 design guidelines samples resulted in additional effort. IEUA agreed to cover the cost of this sheet.
 - c. 01N08: Control Schematics II same as above, second sheet. IEUA agreed to cover the cost of this sheet.
 - d. 02N02: ILCP-34001 Cabinet Internal Elevation details of panel internals are typically covered by a specification requiring a submittal by the systems integrator, but IEUA's Engineering Guidelines and sample drawings require this drawing to be included as part of the design. Carollo and IEUA will split the cost of this sheet.
 - e. 04N01: Overall Network Topology Diagram this sheet was required to show the details of the interconnections between the new PLC and the SCADA system, originally to be prepared by IEUA. Carollo and IEUA will split the cost of this sheet.
 - f. 05N01: SCADA Network Tables this sheet is a direct result of having electronic overloads on MCCs as required by IEUA's Engineering Guidelines. IEUA agreed to cover the cost of this sheet.
 - g. 40N16: ILCP-34001 Cabinet as a result of the new PLC Panel a number of new signals and alarms are required per IEUA's updated Guidelines and were included in this new sheet. IEUA agreed to cover the cost of this sheet.
- 2. The original 100 Percent Design submitted in October 2018, included electrical design that left it up to the contractor to develop some of the details for electrical systems. However, based on our recent construction experience with other projects in which the contractor requested a change order because electrical duct bank sizes and details were not provided, a decision was made by Carollo to increase the level of detail on the electrical drawings. We felt it was prudent to add this extra level of detail for the duct banks (5 new sheets) given the extensive duct bank routing changes that have occurred, and the challenging and congested site conditions.

Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

Page 3

Similarly, we added an additional sheet to provide more details for the electrical site layout and another sheet to provide additional details for the leak detection vaults. This resulted in a total of 7 new sheets, all aimed at providing more details and clarifications to the Contractor to avoid construction change orders. After discussions with IEUA it was agreed that Carollo and the Agency would evenly split the costs of the seven new sheets. A list of the new electrical drawings are provided below.

- a. 01E04: Site Plan Details
- b. 01E22: Leak Detection Vaults
- c. 01E23: Duct Bank Sections I
- d. 01E24: Duct Bank Sections II
- e. 01E25: Duct Bank Sections III
- f. 01E26: Duct Bank Sections IV
- g. 01E27: Duct Bank Sections V

Updated Construction Cost Estimate

Our May 2021 scope and budget estimate did not include an update to the construction cost estimate. It has been 3-years since the estimate was prepared and new items have been added, and in addition costs have inflated significantly due to the Covid pandemic. We agree that a detailed cost update is needed.

Cost of Additional Work Effort

The table below presents a summary of the additional work effort for the portion of the 14 new drawings that IEUA has agreed to pay for (5.5 instrumentation sheets, and 3.5 electrical sheets), and the updated construction cost estimate. As shown, the total overage compared to the current Task Order 7 limit is around \$79,180.

Table 1 Summary of Cost Estimate and Reduction for Additional Work Effort

Description	Amount (\$)
Carollo Costs to Complete Additional Drawings	\$59,658
Carollo Costs to Update Construction Cost Estimate	\$19,522
Total Overage on Task Order No. 7	\$79,180

Mr. James Spears, P.E. Inland Empire Utilities Agency November 22, 2021

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A detailed breakdown of the cost estimates shown in the table are included in Exhibit B, attached.

We understand that the overage on Task Order 7 will be added to our Contract amount for upcoming Engineering Services During Construction (ESDCs) in a few months when the project is Bid. We appreciate your consideration of these additional costs due to extra work effort to complete the project, and we look forward to the successful completion of the construction phase.

Sincerely,

CAROLLO ENGINEERS, INC.

Graham J.G. Juby, Ph.D., P.E.

Principal in Charge

GJJ/RBD:mc

Enclosures: Exhibit B

Rajesh Doppalapudi, P.E., BCEE Project Manager

D. Rajesh Babu

EXHIBIT B

FEE ESTIMATE (11/22/2021)

INLAND EMPIRE UTILITIES AGENCY

RP-1 - DISINFECTION IMPROVEMENTS - EN11039 ADDITIONAL WORK EFFORT

	ESTIMATED CAROLLO LABOR COSTS											
IEUA - RP-1-DISINFECTION IMPROVEMENTS - EN11039	Senior Professional	Lead Professional	Professional	Assistant Professional	Sr. CAD Designer	Asst. CAD Designer	Support Staff	Total Hours	Carollo Labor excl PECE	PECE	Other Direct Costs	Total Carollo Costs
Hourly Rate	\$288	\$268	\$216	\$176	\$175	\$130	\$118			\$13.00		
Task 1 - Electrical and Instrumentation Drawings												
1.1 Electrical Drawings (3.5 Sheets)	3	10	16	27	20	49	1	126	\$21,740	\$1,638	\$0	\$23,378
1.2 Instrumentation Drawings (5.5 Sheets)	5	14	24	45	28	80	1	197	\$33,714	\$2,561	\$5	\$36,280
Subtotal - Task 1	8	24	40	72	48	129	2	323	\$55,454	\$4,199	\$5	\$59,658
Task 2 - Update Construction Cost Estimate												
2.1 Update Construction Cost Estimate	4	12	24	50	0	0	0	90	\$18,352	\$1,170	\$0	\$19,522
Subtotal - Task 2	4	12	24	50	0	0	0	90	\$18,352	\$1,170	\$0	\$19,522
TOTAL	12	36	64	122	48	129	2	413	\$73,806	\$5,369	\$5	\$79,180



RP-1 Disinfection Improvements
Engineering Services During Construction



Submittal Review Estimate

	Review Estillate	Submittal		Anticipated No.
Section No.	Title	Required?	Discipline	of Submittals ⁽¹⁾
01116	Contract Document Language	NO	General	0
01140	Work Restrictions	YES	General	2
01312	Project Meetings	NO	General	0
01322	Web Based Construction Document Management	NO	General	0
01329	Safety Plan	NO	General	0
01350	Special Procedures	NO	General	0
01410	Regulatory Requirements	NO	General	0
01424	Abbreviations and Acronyms	NO	General	0
01450	Quality Control	NO	General	0
01455	Regulatory Quality Assurance	NO	General	0
01600	Product Requirements	NO	General	0
01610	Project Design Criteria	NO	General	0
01612	Seismic Design Criteria	NO	General	0
01614	Wind Design Criteria	NO	General	0
01690	Asset Management Data	NO	General	0
01738	Selective Alterations and Demolition	NO	General	0
01756	Commissioning	YES	General	2
01770	Closeout Procedures	NO	General	0
01783	Warranties and Bonds	NO	General	0
02050	Soils and Aggregates for Earthwork	YES	Civil	2
02085	Precast Concrete Vaults	YES	Civil	1
02200	Site Clearing	NO	Civil	0
02260	Excavation Support and Protection	YES	Civil	1
02300	Earthwork	NO	Civil	0
02312	Controlled Low Strength Material (CLSM)	YES	Civil	1
02318	Trenching	NO	Civil	0
02370	Riprap And Gabions Erosion And Sedimentation Control	NO	Civil	0
02553	In-Plant Temporary Bypass Piping	NO	Civil	0
02581	Precast Electrical Handholes And Electrical Manholes	YES	Civil	1
02742A	Asphaltic Concrete Paving	NO	Civil	0
02762	Pavement Markings	NO	Civil	0
02772	Concrete Curbs, Gutters, And Sidewalks	NO	Civil	0
02952	Pavement Restoration And Rehabilitation	NO	Civil	0
02055	Adhesive-Bonded Reinforcing Bars and All Thread Rods in	VEC	Charretinal	1
03055	Concrete	YES	Structural	1
03071	Epoxies	YES	Structural	1
03072	Epoxy Resin/Portland Cement Bonding Agent	YES	Structural	1
03102	Concrete Formwork	YES	Structural	1
03150	Concrete Accessories	YES	Structural	1
03200	Concrete Reinforcing	YES	Structural	2
03300	Cast-In-Place Concrete	YES	Structural	2
03366	Tooled Concrete Finishing	NO	Structural	0
03600	Grouting	YES	Structural	1

RP-1 Disinfection Improvements
Engineering Services During Construction



Submittal Review Estimate

		Submittal	51 11	Anticipated No.	
Section No.	Title	Required?	Discipline	of Submittals ⁽¹⁾	
03926	Structural Concrete Repair	YES	Structural	1	
03931	Epoxy Injection System	YES	Structural	ural 1	
05120	Structural Steel	YES	Structural	1	
05140	Structural Aluminum	YES	Structural	1	
05190	Mechanical Anchoring And Fastening To Concrete And Masonry	YES	Structural	2	
05310	Steel Decking	YES	Structural	1	
05500	Metal Fabrications	YES	Structural	1	
06611	Fiberglass Reinforced Plastic Fabrications	YES	Structural	1	
06616	Fiberglass Reinforced Plastic Handrail And Guardrail	YES	Structural	1	
07530	Single Ply Membrane Roofing	YES	Structural	1	
07600	Flashing And Sheet Metal	YES	Structural	1	
07700	Roof Specialties And Accessories	YES	Structural	1	
07900	Joint Sealants	NO	Structural	0	
08320	Floor Access Doors	YES	Structural	1	
09960	High-Performance Coatings	YES	Process	1	
10400	Signage	NO	Process	0	
10732	Shade Fabric	YES	Process	1	
11240	Chemical Metering Pumps	YES	Process	2	
11261	Chemical Feeding Equipment, General	YES	Process	1	
11312F	Horizontal Self-Priming Non-Clog Centrifugal Pumps	YES	Process	2	
11312J	Submersible Process Liquid Sump Pumps	YES	Process	1	
113120	Horizontal Ansi Centrifugal Pumps	YES	Process	2	
13208	Polyethylene Tanks	YES	Process	1	
13445	Pneumatic Actuators	YES	Process	1	
13446	Manual Actuators	YES	Process	1	
15050	Common Work Results for Mechanical Equipment	NO	Process	0	
15052	Common Work Results for General Piping	YES	Process	2	
15061	Pipe Supports	YES	Process	1	
15063	Non-Metallic Pipe Support System	YES	Process	1	
15075	Equipment Identification	NO	Process	0	
15076	Pipe Identification	NO	Process	0	
15082	Piping Insulation	YES	Process	1	
15110	Common Work Results for Valves	NO	Process	0	
15111	Ball Valves	YES	Process	1	
15112	Butterfly Valves	YES	Process	1	
15114	Check Valves	YES	Process	1	
15116	Plug Valves	YES	Process	1	
15117	Specialty Valves	YES	Process	1	
15118	Pressure Reducing And Pressure Relief Valves	YES	Process	1	
15119	Air and Vacuum Relief Valves	YES	Process	1	
15120	Piping Specialities	YES	Process	1	
15121	Pipe Couplings	YES	Process	1	

RP-1 Disinfection Improvements
Engineering Services During Construction



Submittal Review Estimate

	Submittal				
Section No.	Title	Required?	Discipline	Anticipated No. of Submittals ⁽¹⁾	
15125	Strainers	YES	Process	1	
15230	Plastic Piping and Tubing	YES	Process & Structural	1	
15278	Steel Pipe	YES	Process	1	
15286	Stainless Steel Pipe and Tubing	YES	Process	1	
15430	Emergency Eye Wash and Shower Equipment	YES	Process	1	
15956	Piping Systems Testing	YES	Process	1	
15958	Mechanical Equipment Testing	NO	Process	0	
16050	Common Work Results For Electrical	NO	Electrical	0	
16060	Grounding And Bonding	YES	Electrical	1	
16070	Hangers And Supports	YES	Electrical	1	
16075	Identification For Electrical Systems	NO	Electrical	0	
16123	600-Volt Or Less Wires And Cables	YES	Electrical	1	
16125	Fiber Optic Cable And Appurtenances	YES	Electrical	1	
16130	Conduits	YES	Electrical	1	
16133	Duct Banks	YES	Electrical	1	
16134	Boxes	YES	Electrical	1	
16140	Wiring Devices	YES	Electrical	1	
16150	Low Voltage Wire Connections	YES	Electrical	1	
16222	Low Voltage Motors Up To 500 Horsepower	YES	Electrical	2	
16285	Surge Protective Devices	YES	Electrical	1	
16305	Electrical System Studies	YES	Electrical	2	
16412	Low Voltage Molded Case Circuit Breakers	YES	Electrical	1	
16422	Motor Starters	YES	Electrical	1	
16444	Low Voltage Motor Control Centers	YES	Electrical	2	
16472	Packaged Power Supply Center	YES	Electrical	1	
16510	Lighting: Led Luminaires	YES	Electrical	1	
16950	Field Electrical Acceptance Tests	NO	Electrical	0	
17050	Common Work Results For Process Control And Instrumentation Systems	NO	Instrumentation	0	
17101	Specific Control Strategies	YES	Instrumentation	2	
17101A	Process Control Narrative – Chemical Feed System - Bleach	NO	Instrumentation	0	
17101B	Process Control Narrative - Chemical Feed System - Sodium Bisulfite	NO	Instrumentation	0	
17101C	Process Control Narrative - Ancillary - Sump Pumps	NO	Instrumentation	0	
17201	Level Measurement: Switches	YES	Instrumentation	1	
17206	Level Measurement: Ultrasonic	YES	Instrumentation	1	
17302	Flow Measurement: Magnetic Flowmeters	YES	Instrumentation	1	
17316	Flow Measurement: Rotameters (Variable Area Flowmeters)	YES	Instrumentation	1	
17401	Pressure/Vacuum Measurement: Diaphragm And Annular Seals	YES	Instrumentation	1	
17402	Pressure/Vacuum Measurement: Instrument Valves	YES	Instrumentation	1	
17403	Pressure/Vacuum Measurement: Switches	YES	Instrumentation	1	
	,				

RP-1 Disinfection Improvements
Engineering Services During Construction



Submittal Review Estimate

Section No.	Title	Submittal Required?	Discipline	Anticipated No. of Submittals ⁽¹⁾
17404	Pressure/Vacuum Measurement: Gauges	YES	Instrumentation	1
17405	Pressure/Vacuum Measurement: Direct	YES	Instrumentation	1
17710	Control Systems: Panels, Enclosures, And Panel Components	YES	Instrumentation	1
17733	Control Systems: Network Materials And Equipment	YES	Instrumentation	1
17901	Schedules: Field Instruments	NO	Instrumentation	0
17903	Schedules: I/O List	NO	Instrumentation	0
17950	Testing, Calibration, And Commissioning	NO	Instrumentation	0
	TC	OTAL UNIQU	E SUBMITTALS:	100

Notes:

⁽¹⁾ Anticipated number of submittals includes unique submittals only; number of resubmittals were not included.

Consultant Contract Attachment 2

INLAND EMPIRE UTILITIES AGENCY - Consultant:	CONSULTING SERVICES INVOICE			Project Number Project Name					
Control Control Control	Contract No.:			Invesion No.		Consult Ref N	la .		
Inland Empire Utilities Agency A MUNICIPAL WATER DISTRICT	PO Number:			Invoice No.: Invoice Date:		Consuit Rei iv	0.:		
	IEUA Project Manager:			invoice Date.	Į.				
Contract Name:	incorringer wanager.			Invoice Period:	From:		To		
ochilade Hamo.									
CONTRACT INCLUDING AMENDMENT	S								
WBS Element No.	Item Description	Contract \$	Previously Invoiced, \$	This Invoice, \$	Total to Date Including This Invoice, \$	% Spent to Date	Estimated % Complete (Progress to Date)	Remaining Cont Value, \$	tract
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
	Sub-Total Original Contract	\$0.00	\$0.00	\$0.00	\$0.00			s	0.00
		*****	\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	,
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
	Sub-Total Phase Amendments	\$0.00	\$0.00	\$0.00	\$0.00			\$	0.00
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
			\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$0.00	
•	Sub-Total Scope Amendments	\$0.00	\$0.00	\$0.00	\$0.00			\$	0.00
	Total	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	0%	\$	0.00
PAYMENT SUMMARY:			CONTRACT SCHE	DULE SUMMARY:			STATUS REPOR	Г:	
Total Original Contract	\$0.00		Contract Start Date				Consultant to att	ach a summary re	enort
	IV/0! \$0.00		Original Contract Er				including:	acir a sairiiriai y re	Sport
	IV/0! \$0.00		Amendment No. 1 -				moraumg.		
	IV/0! \$0.00		Amendment No. 2 -				Performance this	period	
Total Contract	\$0.00								
Total Prior Invoices This Invoice	\$0.00						Next Period plan	ned activities	
This Invoice	\$0.00								
Total Invoiced Including							Project issues		
This Invoice	\$0.00		Revised Contract E	nd Date:					
Remaining Contract Value Invoices Paid to Date Unpaid Invoices Due	\$0.00								
Invoices Paid to Date	00.00								
Unpaid invoices Due	\$0.00								
Conquitant Approval									
Consultant Approval: Title:	Signature:			Date:					
Inland Empire Utilities Agency Approv	als:								
Project Engineer:	1	Date:			Deputy Manager:			Date:	
Project Manager:		Date:			epartment Manager: anager of Eng./AGM:			Date:	
				Excoder to the					

Consultant Contract Attachment 3

RP-1 Disinfection Improvements Project

This Project will be funded by the source listed below:

1. State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Loan

The CWSRF loans have regulatory requirements that the Inland Empire Utilities Agency (IEUA) is required to include in all contracts for work related to the performance of the Loan. This language is pending an executed agreement. The final language should be similar and will include final guidance regarding the Build America, Buy America Act which takes effect May 15, 2022. AIS provisions are not applicable to this project. The contractors must assist IEUA in meeting the federal and state requirements that apply to the scope stated in their contracts. If a sub is hired, the grant requirements language must be included in the sub's contract in its entirety. The table below provides more details about the specific requirements and must be included in all contracts for this project.

1.	Article I, II, IV, V – Loan Provisions	pp. 1-28
2.	Exhibit A – Signage	p. 29
3.	Exhibit D – Special Conditions	pp. 30-31
4.	Exhibit E – Programmatic Conditions and Cross- Cutters	pp. 32-35
5.	Exhibit G – Compliance with Cross-Cutting State Authorities	pp.36-37
6.	Davis Bacon Labor Compliance Requirements	p. 21
7.	Wage Determination	pp. 38-68
8.	DBE Instructions/Forms	pp. 69-79
9.	Build America, Buy America (BABA)	pp. 80-103

Please note that Exhibits B, C and F and Article III are intentionally not included, as they are only relevant to the agreement between SWRCB and IEUA.

Forms Required at the Time of Bid Opening

DBE Subcontractor Utilization Form 4500-4

DBE Subcontractor Performance Form 4500-3

Six Good Faith Efforts (GFE) backup documentation

WHEREAS.

- 1. The State Water Board is authorized to provide financial assistance under this Agreement pursuant to the following:
 - Chapter 6.5 of Division 7 of the California Water Code (State Act) and Resolutions Nos. 2019-0031 and 2019-0064
 - Title VI of the federal Water Pollution Control Act (Federal Act)
- 2. The State Water Board determines eligibility for financial assistance, determines a reasonable schedule for providing financial assistance, establishes compliance with the Federal Act, State Act, and establishes the terms and conditions of a financial assistance agreement.
- 3. The Recipient has applied to the State Water Board for financial assistance for the Project described in Exhibit A of this Agreement and the State Water Board has selected the application for financial assistance.
- 4. The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project, and the Recipient desires to participate as a recipient of financial assistance from the State Water Board and evidence its obligation to pay Payments, which obligation will be secured by Net Revenues as defined herein, upon the terms and conditions set forth in this Agreement, all pursuant to the Federal Act and the State Act.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

Subject to the satisfaction of any conditions precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board.

Upon execution, the term of the Agreement shall begin on the Eligible Start Date and extend through the Final Repayment Date.

ARTICLE I DEFINITIONS

1.1 Definitions.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the Additional Payments described in Section 3.2(c) of this Agreement.

"Agreement" means this Installment Sale Agreement and Loan including all exhibits and attachments.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit C.

"Code" as used in Article V of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"CWSRF" means the Clean Water State Revolving Fund.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding System Obligations, assuming that all outstanding serial System Obligations are retired as scheduled and that all outstanding term System Obligations are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial System Obligations maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term System Obligations required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of any other payments under System Obligations required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such System Obligations bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such System Obligation is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such System Obligation has twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such System Obligation were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such System Obligation or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such System Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service in the Fiscal Year when due;

And provided further that if the System Obligations constitute Paired Obligations, the interest rate on such System Obligations shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for System Obligations which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such System Obligation has a fixed spread component payable to the Recipient, Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Start Date" means the date set forth in Exhibit B, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means (i) all revenue accounts maintained by the Recipient as of the date of this Agreement other than the Water Resources Fund and (ii) any revenue account created after the date of this Agreement and designated by the Chief Financial Officer of the Recipient as a part of the Enterprise Fund.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to pay Payments when due, or failure to make any other payment required to be paid pursuant to this Agreement;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Section 3.7 or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;

- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;

"Excluded Principal" means each payment of principal of System Obligations with a maturity of less than 42 months and which the Recipient specifies in a certificate signed by the General Manager of the Recipient and filed with the trustee for the System Obligation that the Recipient intends to pay from the proceeds of System Obligations, other bonds, notes or other obligations of the Recipient or moneys other than Revenues or Net Revenues. No such determination shall affect the security for such System Obligations or the obligation of the Recipient to pay such System Obligations from Net Revenues.

"Final Disbursement Request Date" means the date established in Exhibit A, after which date, no further Project Funds disbursements may be requested.

"Final Repayment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified in Exhibit B and Exhibit C.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the Recipient.

"Force Account" means the use of the Recipient's own employees or equipment.

"Generally Accepted Accounting Principles" or "GAAP" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Independent Financial Consultant" means a financial consultant or firm of such consultants appointed by the Recipient, and who, or each of whom: (1) is in fact independent and not under domination of the Recipient; (2) does not have any substantial interest, direct or indirect, with the Recipient; and (3) is not connected with the Recipient as an officer or employee thereof, but who may be regularly retained to make reports thereto.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported pursuant to Rule 15c2-12(b)(5).

"Maximum Annual Debt Service" means the maximum amount of Debt Service that is due on System Obligations in any Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and terminating with the last Fiscal Year in which such Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit A-FBA and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means (1) costs spent or incurred for maintenance and operation of the System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the Recipient that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, consultants or engineers and insurance premiums, and including all other reasonable and necessary costs of the Recipient or charges required to be paid by it to comply with the terms of this Agreement or any other Parity Contract or Senior Contract or of any resolution or indenture authorizing the issuance of any Parity Bonds or Senior Bonds or of such Parity Bonds or Senior Bonds, and (2) all payments under Operation and Maintenance Obligations, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles, including amortization of water rights, unrealized losses on investments, write offs of the value of any impaired assets or other bookkeeping entries of a similar nature.

"Operation and Maintenance Obligation" means any contractual obligation with respect to any facilities, properties, structures, works, services, water or rights to receive water, or any loan of credit to or guaranty of debts, claims or liabilities of any other person (including a joint powers agency of which the Recipient is a member) with respect to any facilities, properties, structures, works, services, water or rights to receive water, so long as in each case the payments thereunder are designated as Operation and Maintenance Costs by the Board of Directors of the Recipient; provided however System Obligations shall not constitute Operation and Maintenance Obligations, and in no instance will an Operation and Maintenance Obligation include provisions for the financing of construction or acquisition of any of the Recipient's facilities, structures, or works.

"Other Continuing Funding Obligation" means any obligation under any other State Water Board funding agreement received by the Recipient whereby the Recipient has agreed to undertake activity (e.g., operation and maintenance, records retention, etc.), which activity may continue during the term of this Agreement.

"Paired Obligations" means any System Obligation (or portion thereof) designated as Paired Obligations in the resolution, indenture or other document authorizing the issuance or execution and delivery thereof, which are simultaneously issued or executed and delivered (i) the principal of which is of equal amount maturing and to be redeemed or prepaid (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates which, taken together, are reasonably expected to result in a fixed interest rate obligation of the Recipient for the term of such System Obligation, as determined by an Independent Financial Consultant in writing.

"Parity Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a parity with the Payments.

"Parity Contracts" means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Parity Installment Payments under which are payable from Net Revenues on a parity with the Payments, but excluding contracts entered into for operation and maintenance of the System.

"Parity Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Parity Bonds, assuming that all outstanding serial Parity Bonds are retired as scheduled and that all outstanding term Parity Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial Parity Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Parity Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Parity Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such Parity Bonds or Parity Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Parity Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Parity Contract or Parity Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such Parity Bonds or Parity Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Parity Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Parity Bonds or Parity Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such Parity Bonds or Parity Installment Payments or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Bonds or Parity Installment Payments or portions thereof, such accreted discount shall be treated as interest in the calculation of Parity Debt Service in the Fiscal Year when due;

And provided further that if the Parity Bonds or Parity Contracts constitute Paired Obligations, the interest rate on such Parity Bonds or Parity Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for Parity Contracts which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such Parity Contracts has a fixed spread component payable to the Recipient, Parity Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

"Parity Installment Payments" means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Parity Contracts.

"Other Material Obligation" means an obligation of the Recipient set forth in Exhibit F that is not payable from Net Revenues, but is otherwise material to this transaction.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Grant Manager, or the Program Analyst.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to Section 3.2 of this Agreement, as set forth in Exhibit C.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, and the WRFP Guidelines, and including the Intended Use Plan in effect as of the Eligible Start Date.

"Project" means the Project financed by this Agreement as described in Exhibit A, Exhibit A-FBA, and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, plus capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board pursuant to this Agreement.

"Recipient" means Inland Empire Utilities Agency.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records pursuant to Section 2.17 of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified in Exhibit A of this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Section 3.7 of this Agreement.

"Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the System, including, without limiting the generality of the foregoing,

- (a) All income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the Recipient from the sale, furnishing and supplying of sewer services, composting services or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the System, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), determined in accordance with Generally Accepted Accounting Principles, plus
- (b) The earnings on and income derived from the investment of the amounts described in clauses (1) hereof, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), and the general unrestricted funds of the Recipient,

But excluding in all cases revenues derived from ownership or operation of the Water System, customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Recipient, and excluding any proceeds of taxes restricted by law to be used by the Recipient to pay bonds hereafter issued.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a basis senior to the Payments.

"Senior Contracts" means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Senior Installment Payments under which are payable from Net Revenues on a basis senior to the Payments, but excluding contracts entered into for operation and maintenance of the System.

"Senior Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Senior Bonds, assuming that all outstanding serial Senior Bonds are retired as scheduled and that all outstanding term Senior Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial Senior Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Senior Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Senior Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);

Provided that, as to any such Senior Bonds or Senior Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Senior Debt Service shall, for

all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Senior Contract or Senior Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued.

"Senior Installment Payments" means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Senior Contracts.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"System" means all facilities, land, and property rights of the Recipient, including the Project, and including all properties, structures or works hereafter acquired or constructed by the Recipient and determined to be part of the System, together with all additions, betterments, extensions and improvements to such facilities, properties, structures or works, or any part thereof hereafter acquired or constructed, other than the Water System.

"System Obligation" means any obligation of the Recipient secured by or payable from Revenues or Net Revenues, including this Obligation and obligations listed in Exhibit F or Exhibit J, and including without limitation Senior Bonds, Senior Contracts, Parity Bonds, Parity Contracts, and such obligations that are payable on a subordinate basis to this Obligation, Parity Bonds, or Parity Contracts, and additional such obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Water System" means the whole and each and every part of the imported water system of the Recipient, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such imported water system or any part thereof hereafter acquired or constructed.

"WRFP Guidelines" means the Water Recycling Funding Program Guidelines, as amended by the State Water Board on October 16, 2019.

"Year" means calendar year unless otherwise expressly indicated.

1.2 Exhibits Incorporated.

All exhibits to this Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Agreement.

ARTICLE II REPRESENTATIONS, WARRANTIES, AND COMMITMENTS

The Recipient represents, warrants, and commits to the following as of the Eligible Start Date set forth on the first page hereof and continuing thereafter for the term of this Agreement.

2.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient shall comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and shall fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for financial assistance.

The Recipient is current in its Other Continuing Funding Obligations.

2.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

2.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the first page hereof.

2.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

2.5 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. As of the date set forth on the first page hereof, Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. Recipient is able to pay its debts as they become due. Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employers liability, professional liability.

2.6 Legal Status and Eligibility.

Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient shall at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Recipient shall maintain its eligibility for funding under this Agreement.

2.7 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the

Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt.

2.8 Completion of Project.

The Recipient shall expeditiously proceed with and complete construction of the Project in substantial accordance with Exhibit A and Exhibit A-FBA.

- 2.9 Award of Construction Contracts.
- (a) The Recipient shall award the prime construction contract timely in order to meet the start of construction date specified in Exhibit A.
- (b) The Recipient shall promptly notify the Division in writing both of the award of the prime construction contract for the Project and of Initiation of Construction of the Project. The Recipient shall make all reasonable efforts to complete construction in substantial conformance with the terms of the contract by the Completion of Construction date established in Exhibit A.

2.10 Notice.

Upon the occurrence of any of the following events, the Recipient shall notify the Deputy Director and the Division's project manager within the time specified below.

- (1) The Recipient shall notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. In addition to notifying the Deputy Director and the Division's project manager, notice shall be delivered by phone to (916) 327-9978 and by email to CleanWaterSRF@waterboards.ca.gov. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction, the Recipient shall ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient shall implement appropriate actions as directed by the Division.
- (2) The Recipient shall notify the Division within five (5) business days of the occurrence of any of the following events:
 - (a) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - (b) Change of ownership of the System or change of management or service contracts, if any, for operation of the System;
 - (c) Loss, theft, damage, or impairment to the Revenues or the System;
 - (d) Failure to meet any debt service coverage test in section 3.7 of this agreement;
 - (e) Draws on the Reserve Fund;
 - (f) Listed Events or Events of Default, except as set forth in subdivisions (b) or (c) of this section;
 - (g) Failure to observe or perform any covenant in this Agreement;
 - (h) Incurrence of a System Obligation; or
 - (i) A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation, any of which reflect financial difficulties.
- (3) The Recipient shall notify the Division in writing within ten (10) business days of the following events:

- (a) Material defaults on System Obligations, other than this Obligation;
- (b) Unscheduled draws on debt service reserves held for System Obligations, other than this Obligation, if any, reflecting financial difficulties;
- (c) Unscheduled draws on credit enhancements on System Obligations, if any, reflecting financial difficulties:
- (d) Substitution of credit or liquidity providers, if any or their failure to perform;
- (e) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence, circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System, consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds:
- (g) Rating changes on outstanding System Obligations, if any;
- (h) Issuance of additional parity obligations; or
- (i) Enforcement actions by the Regional Water Board.
- (4) The Recipient shall notify the Division promptly of the following:
 - (a) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for disbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - (b) Any substantial change in scope of the Project. The Recipient shall undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change:
 - (c) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (d) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more beyond the estimated date of Completion of Construction as specified in Exhibit A;
 - (e) Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - (f) Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - (g) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - (h) Any events requiring notice to the Division pursuant to the provisions of Exhibit E to this Agreement; or
 - (i) Completion of Construction of the Project, and actual Project Completion.

2.11 Findings and Challenge

Upon consideration of a voter initiative to reduce Revenues, the Recipient shall make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in Section 3.7 of this Agreement. The Recipient shall make its findings available to the public and shall request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in

Section 3.7 and its obligation to operate and maintain the Project for its useful life. The Recipient shall diligently pursue and bear any and all costs related to such challenge. The Recipient shall notify and regularly update the State Water Board regarding the status of any such challenge.

2.12 Project Access.

The Recipient shall ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Obligation. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated by Exhibit A and Exhibit A-FBA, and all reports, disbursement requests, and supporting documentation submitted hereunder.

2.13 Project Completion; Initiation of Operations.

Upon Completion of Construction of the Project, the Recipient shall expeditiously initiate Project operations.

2.14 Continuous Use of Project; Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

- 2.15 Project Reports.
- (a) Status Reports. The Recipient shall provide expeditiously status reports no less frequently than quarterly, starting with the execution of this Agreement. A status report must accompany any disbursement request and is a condition precedent to any disbursement. At a minimum the reports will contain the following information:
 - (1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
 - (2) A description of compliance with environmental requirements;
 - (3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
 - (4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.
- (b) Project Completion Report. The Recipient shall submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Quality Control Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must address the following:
 - (1) Describe the Project,

- (2) Describe the water quality problem the Project sought to address,
- (3) Discuss the Project's likelihood of successfully addressing that water quality problem in the future, and
- (4) Summarize compliance with environmental conditions, if applicable.

If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

- (c) As Needed Reports. The Recipient shall provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.
- (d) Recycled water reports. Commencing with the date of Project Completion, the Recipient shall submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.
 - (1) The Recipient shall submit annual reports in hard copy and/or electronically.
 - (2) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."
 - (3) The annual reports shall include the following:
 - (a) The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;
 - (b) A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report shall include the monthly and total amounts;
 - (c) The Project's operation and maintenance costs for the year;
 - (d) The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
 - (e) If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient shall provide a brief discussion on its progress toward achieving the remaining system capacity.
- 2.16 Federal Disadvantaged Business Enterprise (DBE) Reporting.

The Recipient shall report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient shall comply with 40 CFR § 33.301.

2.17 Records.

- (a) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient shall:
 - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
 - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - (6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient shall maintain separate books, records and other material relative to the Project. The Recipient shall also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient shall require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient shall allow and shall require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation and the term of this Agreement.

2.18 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit shall be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division
- (b) Audit disallowances will be returned to the State Water Board.

ARTICLE IV MISCELLANEOUS PROVISIONS

4.1 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee. Requests for amendments shall be made in writing and directed to the Deputy Director.

4.2 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

4.3 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

4.4 Competitive Bidding

Recipient shall adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

4.5 Compliance with Law, Regulations, etc.

The Recipient shall, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient shall:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the State Water Board's Policy;
- (c) Comply with and require compliance with the list of State laws attached as Exhibit H.
- (d) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and
- (e) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

4.6 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

4.7 Damages for Breach Affecting Tax-Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach. In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

4.8 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.
- (d) This section 4.8 relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

4.9 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

4.10 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

4.11 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient shall also provide for the defense and indemnification of the Indemnified Parties in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and shall cause the Indemnified Parties to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of this Agreement and the discharge of the Recipient's Obligation hereunder.

4.12 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

4.13 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

- 4.14 Leveraging Covenants.
- (a) Tax Covenant. Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Article V of this Agreement.
- (b) Disclosure of Financial Information, Operating Data, and Other Information. The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient shall disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

4.15 Non-Discrimination Clause.

- (a) The Recipient shall comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient shall include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient shall comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition

(cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- (f) The Recipient, its contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4.16 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

4.17 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during its useful life in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and shall provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

4.18 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

The Recipient shall not contract or allow subcontracting with excluded parties. The Recipient shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient shall not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

4.19 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Exhibit A of this Agreement.

4.20 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

4.21 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

4.22 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

4.23 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce,

publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

4.24 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

4.25 Termination and Other Remedies Upon Event of Default.

For purposes of this section, the term "State Water Board" shall mean the State Water Board and its assignees.

- (a) Return of Funds; Acceleration; and Additional Payments. Notwithstanding Exhibit B, if the Division determines that an Event of Default has occurred, the Recipient shall, upon demand, immediately do each of the following:
 - (a) return to the State Water Board the grant or principal forgiveness amounts received pursuant to this Agreement, if any;
 - (b) accelerate the payment of all principal owed under this Agreement, if any, which shall be immediately due and payable;
 - (c) pay interest at the highest legal rate on all amounts owed; and
 - (d) pay any Additional Payments.
- (b) <u>Judicial remedies</u>. Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may: by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust; by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.
- (c) <u>Termination</u>. Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.
- (d) Remedies Not Exclusive. None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State

Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

- (e) Non-waiver. Nothing in this section or any other section of this Agreement shall affect or impair the Recipient's obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.
- (f) <u>Status Quo</u>. If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

4.26 Timeliness.

Time is of the essence in this Agreement.

4.27 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

4.28 Useful Life.

The Recipient warrants that the economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B.

4.29 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

4.30 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

ARTICLE V TAX COVENANTS

5.1 Purpose.

The purpose of this Article V is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Article V sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to

be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

5.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

5.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

5.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance costs it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project. Such costs shall not have previously been financed with the proceeds of any other issue of tax-exempt obligations.

5.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section 5.12 hereof, operates the Project.

5.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

5.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

5.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section 5.20 below), (ii) Preliminary Expenditures (as defined in Section 5.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

5.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

5.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section 5.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

5.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

5.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or

the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

5.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

5.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth on Exhibit B hereto.

5.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

5.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

5.17 No Sinking or Pledged Fund.

Except as set forth in Section 5.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

5.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of Debt Service with respect to the Obligation (the "Reserve Amount") as set forth in Section 3.7. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

5.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference, pursuant to Exhibit A.

5.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

5.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

5.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

5.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

5.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

5.25 Amendments.

The provisions in this Article may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

5.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Article, the expectations of the Recipient as set forth in this Article are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Article V.

5.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

EXHIBIT A - SIGNAGE

10. Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):







"Funding for this 2015 Drought Relief – Baseline Extension Project has been provided in full or in part the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

EXHIBIT D - SPECIAL CONDITIONS

Recipient acknowledges and agrees to the following special conditions:

Environmental:

The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:

- 1. The March 16, 2016 adopted Mitigation Monitoring and Reporting Program, including, but not limited to, the following mitigation measures:
 - 4.6-1 through 4.6-10 for air quality,
 - 4.8-1 through 4.8-3 for biological resources,
 - 4.12-1 through 4.12-9 for cultural resources,
 - 4.4-1 through 4.4-16 for geology and soils,
 - 4.5-1 through 4.5-9 for hydrology and water quality, and
 - VII-1 through VII-13 for hazards and hazardous materials.
- 2. The letter (EPA_2017_0203_001) dated February 15, 2017 from Ms. Julianne Polanco at the State Office of Historic Preservation (OHP), Department of Parks and Recreation to Mrs. Carina Grove at the State Water Board regarding Section 106 of the Historic Preservation Act consultation for the Baseline Recycle Water Pipeline Extension Project (CWSRF NO. 8235-150), Inland Empire Utilities Agency, San Bernardino County, California, including, but not limited to, the following mitigation measures:
 - The Recipient shall coordinate with Mr. Andrew Salas, Chairperson of the Gabrieleno Band Mission Indians, prior to start of the Project construction, to have a qualified Native American monitor present during ground disturbance activities and shall notify the State Water Board of the outcome of such coordination.

The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board and OHP.

REPORTING TO THE STATE WATER BOARD

- 1. In its status reports submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with environmental measures identified in this Exhibit D.
- 2. In its Project Completion Report submitted pursuant to this Agreement, the Recipient shall include a discussion of compliance with environmental measures identified in this Exhibit D.

Financial:

- 1. Recipient shall establish and maintain rates and charges sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs and shall ensure that the Net Revenues are equal to at least 1.2 senior and 1.15 parity times the annual debt service in each Fiscal Year.
- 2. Recipient shall also comply with all additional debt requirements of the Recipient's outstanding System Obligations, including but not limited to the Systems Obligations set forth in Exhibit F, which requirements may be higher than the coverage ratio specified in this special condition.

- 3. Recipient shall establish a restricted Reserve Fund, held in its Enterprise Funds, equal to one year's debt service on this Obligation prior to Completion of Construction. The restricted Reserve Fund shall be maintained for the full term of the Agreement and shall be subject to lien and pledge as security for this Obligation and its use shall be restricted to payment of this Obligation during the term of this Agreement.
- 4. Recipient shall maintain separate financial statements in it annual CAFR for the following funds; Regional Wastewater, Recycled Water, Water Resources, and Non-Major funds. Revenues and expenses should be recorded in their appropriate fund.

Technical:

- As a condition precedent to this Agreement, the Recipient must (1) deliver opinions of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement, and (2) deliver to the Division a resolution authorizing this Agreement.
- 2. The Recipient represents that it owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.
- 3. The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.
- 4. The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

The Recipient agrees to comply with the following federal conditions:

- (A) Federal Award Conditions
 - (1) American Iron and Steel. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Wage Rate Requirements (Davis Bacon). The Recipient shall include in full the language incorporated by reference in Exhibit A of this Agreement in all construction contracts and subcontracts.
 - (2) Signage Requirements. The Recipient shall comply with the signage requirements set forth in Exhibit A.
 - (3) Public or Media Events. The Recipient shall notify the State Water Board and the EPA contact as provided in the notice provisions of this Agreement of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
 - (4) EPA General Terms and Conditions (USEPA GTCs). The Recipient shall comply with applicable EPA general terms and conditions found at http://www.epa.gov/ogd, including but not limited to the following:
 - (a) DUNS. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
 - (b) Federal Exclusion or Disqualification. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

- (c) Conflict of Interest. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.
- (d) Copyright and Patent.
 - i. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
 - ii. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.
- (e) Credit. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the following statement:
 - "This project has been funded wholly or in part by the United States Environmental Protection Agency and the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the State Water Resources Control Board, nor does the EPA or the Board endorse trade names or recommend the use of commercial products mentioned in this document."
- (f) Electronic and Information Technology Accessibility. The Recipient is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- (g) Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
- (6) By signing this Agreement, the Recipient certifies to the best of its knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

- (B) Super Cross-Cutters Civil Rights Obligations. The Recipient must comply with the following federal non-discrimination requirements:
 - (1) Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - (2) Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - (3) The Age Discrimination Act of 1975, which prohibits age discrimination.
 - (4) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - (5) 40 CFR Part 7, as it relates to the foregoing.

(C) WRRDA Conditions

- (1) Architectural and engineering contracts. Where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- (2) Fiscal sustainability. The Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

(D) Cross-Cutters

1) Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- "(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- "(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- "(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- "(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- "(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

EXHIBIT G - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

1. CALIFORNIA DEBT INVESTMENT ADVISORY COMMISSION (CDIAC)

Where Recipient is a public entity, Recipient acknowledges its responsibility to file debt obligations with the CDIAC. Recipient understands that CDIAC has waived filing fees for State Water Board SRF debt.

2. COMPLIANCE WITH STATE REQUIREMENTS

Recipient represents that it complies with the following conditions precedent and shall continue to maintain compliance:

(1) Water Conservation

The Recipient certifies that it complies with and shall continue to comply with any applicable water conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(2) Monthly Water Diversion Reporting

If Recipient is a water diverter, Recipient must maintain compliance with Water Code section 5103, subdivision (e)(2)(A) by submitting monthly diversion reports to the Division of Water Rights of the State Water Resources Control Board.

(3) Public Works Contractor Registration with Department Of Industrial Relations

To bid for public works contracts, Recipient's contractors and Recipient's subcontractors must register with the Department of Industrial Relations as required by Labor Code sections 1725.5 and 1771.1.

(4) Volumetric Pricing & Water Meters

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must charge each customer for actual water volume measured by water meter according to the requirements of Water Code sections 526 and 527. Section 527 further requires that such suppliers not subject to section 526 install water meters on all municipal and industrial service connections within their service area by 2025.

(5) Urban Water Management Plan

If Recipient is an "urban water supplier" as defined by Water Code section 10617, the Recipient certifies that this Project complies with the Urban Water Management Planning Act (Water Code, § 10610 et seq.). This shall constitute a condition precedent to this Agreement.

(6) Urban Water Demand Management

If Recipient is an "urban water supplier" as defined by Water Code section 10617, Recipient must comply with water conservation measures established by SBx7-7. (Water Code, Sec. 10608.56.)

(7) Delta Plan Consistency Findings

If Recipient is a state or local public agency and the proposed action is covered by the Delta Plan, Recipient must submit certification of project consistency with the Delta Plan to the Delta

EXHIBIT G - COMPLIANCE WITH CROSS-CUTTING STATE AUTHORITIES

Stewardship Council according to the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

- (8) Agricultural Water Management Plan Consistency
 - If Recipient is an agricultural water supplier as defined by Water Code section 10608.12, Recipient must comply with Agricultural Water Management Planning requirements as mandated by Water Code section 10852.
- (9) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

"General Decision Number: CA20220026 02/18/2022

Superseded General Decision Number: CA20210026

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and

Highway

County: San Bernardino County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/18/2022

ASBE0005-002 09/01/2021

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all

2/23/22, 8:16 AM		SAM.gov
types of mechanical systems) Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain		24.45
walls)		
ASBE0005-004 07/05/2021		
	Rates	Fringes
	Races	11111603
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
BOIL0092-003 01/01/2021		
BO110092-003 01/01/2021		
	Rates	Fringes
BOILERMAKER		38.81
* BRCA0004-011 05/01/2020		
, ,	Datas	Fuince
	Rates	Fringes
BRICKLAYER; MARBLE SETTER	\$ 41.48	18.63
*The wage scale for prevailing Blythe, China lake, Death Valle Palms, Needles and 1-15 corrido State Line) will be Three Dolla standard San Bernardino/Riversi	ey, Fort Irwi or (Barstow t ors (\$3.00) a	in, Twenty-Nine to the Nevada above the
BRCA0018-004 06/01/2021		
	Rates	Fringes
		-
MARBLE FINISHER	•	14.11 12.52
TILE LAYER	\$ 43.09	18.31
BRCA0018-010 09/01/2020		
	Rates	Fringes
TERRAZZO FINISHER	•	14.20
TERRAZZO WORKER/SETTER		14.73
CARP0213-001 07/01/2021		
	Rates	Fringes
CARPENTER (1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer		16.28
(2) Millwright	φ 32.10	16.48 39
ottns://sam.gov/wage_determination/CA20220026	:/2	

(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer,	
Rock Bargeman or Scowman,	
Rockslinger, Shingler	
(Commercial)\$ 51.73	16.28
(4) Pneumatic Nailer,	
Power Stapler \$ 51.85	16.28
(5) Sawfiler \$ 51.69	16.28
(6) Scaffold Builder\$ 42.80	16.28
(7) Table Power Saw	
Operator \$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021		
	Rates	Fringes
Diver		
(1) Wet	.\$ 834.40	16.28
(2) Standby	.\$ 445.84	16.28
(3) Tender	.\$ 437.84	16.28
(4) Assistant Tender	.\$ 413.84	16.28
Amounts in ""Rates' column are p	er day	
CARP0213-004 07/01/2021		
	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	.\$ 51.60	16.28

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture In	staller\$ 21.85	7.15

STOCKER/SCRAPPER.....\$ 22.16

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer	\$ 39.60	3%+16.89
Technician	\$ 33.09	15.89

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarms, and low voltage master clock

8.62

^{*} ELEC0440-004 12/27/2021

systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station.

ELEC0477-002 06/01/2021

Rates Fringes

Fringes

Electricians:.....\$ 45.75 3%+25.33

CABLE SPLICER: \$1.50 per hour above Electrician rate.

TUNNEL WORK: 10% above Electrician rate.

ZONE PAY:

LINE

Zone A - 80 road miles from Post Office, 455 Orange Show Lane, San Bernardino, will be a free zone for all contractors

Zone B - Any work performed outside Zone A's 80 road miles, shall add \$12.00 per hour to the current wage scale.

Rates

ELEC1245-001 01/01/2022

CONSTRUCTION (1) Lineman; Cable splicer\$ 60.19 (2) Equipment specialist (operates crawler)	22.07
tractors, commercial motor vehicles, backhoes,	
trenchers, cranes (50 tons	
and below), overhead &	
underground distribution	
line equipment)\$ 48.08	20.86
(3) Groundman\$ 36.76	20.46
(4) Powderman\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2022

Rates Fringes

ELEVATOR MECHANIC.....\$ 61.34 36.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

,		Rates	Fringes
OPERATOR:	Power Equipment		
(All Other			
GROUP	1	\$ 48.25	27.20
GROUP	2		27.20
GROUP	3	\$ 49.32	27.20
GROUP	4	· ·	27.20
GROUP	5		25.25
GROUP	6		27.20
GROUP	8		27.20
GROUP	9		25.25
	10 11		27.20 25.25
	12		27.20
	13		27.20
	14	·	27.20
	15	· ·	27.20
GROUP	16	\$ 51.76	27.20
GROUP	17	\$ 51.93	27.20
GROUP	18	\$ 52.03	27.20
	19	·	27.20
	20		27.20
	21	· · · · · · · · · · · · · · · · · · ·	27.20
	22		27.20
	23		27.20
	24		27.20 27.20
OPERATOR:	Power Equipment	·····Þ 52.95	27.20
	iledriving &		
Hoisting)	11001 171116 Q		
GROUP	1	\$ 49.60	27.20
GROUP	2	\$ 50.38	27.20
GROUP	3	\$ 50.67	27.20
GROUP	4	•	27.20
GROUP	5	· ·	27.20
GROUP	6	·	27.20
GROUP	7	· · · · · · · · · · · · · · · · · · ·	27.20
GROUP GROUP	8 9		27.20 27.20
	10		27.20
	11		27.20
	12		27.20
	13		27.20
OPERATOR:	Power Equipment		
(Tunnel Wor	rk)		
GROUP	1		27.20
GROUP	2	·	27.20
GROUP	3	·	27.20
GROUP	4		27.20
GROUP	5		27.20 27.20
GROUP GROUP	6		27.20
GROUP	/	····Þ JI·/U	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler: Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine,

up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor: Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Selfpropelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar

Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

- GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)
- GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)
- GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)
- GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)
- CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS
 - GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)
- GROUP 2: Truck crane oiler
 - GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)
 - GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator
 - GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)
 - GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator
 - GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)
 - GROUP 8: Crane operator (up to and including 25 ton

capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Invo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point whch is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W,

SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

TNOTO 40 00 40 40 4000

ENG10012-004	08/01/	2020

	Fringes
6.40	30.00
0.43	30.00
0.32	30.00
9.77	30.00
9.23	30.00
9.84	30.00
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IRON0433-006 07/01/2020

Rates Fringes

IRONWORKER

Fence Erector......\$ 34.58 24.81 Ornamental, Reinforcing and Structural......\$ 41.00 33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-005 03/01/2021

Rates Fringes
Asbestos Removal Laborer......\$ 37.49 21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2021

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1	\$ 46.50	20.42
GROUP 2	\$ 45.55	20.42
GROUP 3	\$ 42.01	20.42

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00783-002 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	\$ 42.54	21.04
GROUP 2	\$ 42.86	21.04
GROUP 3	\$ 43.32	21.04
GROUP 4	\$ 44.01	21.04
LABORER		
GROUP 1	\$ 36.39	21.04
GROUP 2	\$ 36.94	21.04
GROUP 3	\$ 37.49	21.04
GROUP 4	\$ 39.04	21.04
GROUP 5	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder

and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB00783-005 07/01/2021

	Rates	Fringes
Brick Tender	.\$ 35.82	20.45

LABO1184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL		
DIRECTIONAL DRILLING)	4	
(1) Drilling Crew Laborer	.\$ 38.89	17.10
(2) Vehicle Operator/Hauler	.\$ 39.06	17.10
(3) Horizontal Directional		
Drill Operator	.\$ 40.91	17.10
(4) Electronic Tracking		
Locator	\$ 42 91	17.10
Laborers: (STRIPING/SLURRY	· # 42.71	17.10
•		
SEAL)		
GROUP 1	.\$ 40.10	20.12
GROUP 2	.\$ 41.40	20.12
GROUP 3	.\$ 43.41	20.12
GROUP 4		20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-003 08/05/2020

Rates Fringes

LABORER

PLASTER CLEAN-UP LABORER....\$ 36.03 21.01 PLASTER TENDER.....\$ 38.58 21.01 Work on a swing stage scaffold: \$1.00 per hour additional. Work at Military Bases - \$3.00 additional per hour: Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB. PAIN0036-001 07/01/2020 Rates Fringes Painters: (Including Lead Abatement) (1) Repaint (excludes San Diego County).....\$ 29.59 17.12 (2) All Other Work..... \$ 33.12 17.24 REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities. ______ PAIN0036-008 10/01/2021 Rates Fringes DRYWALL FINISHER/TAPER.....\$ 43.63 22.92 _____ PAIN0036-015 01/01/2020 Rates Fringes GLAZIER.....\$ 43.45 23.39 FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up PAIN1247-002 01/01/2021 Rates Fringes SOFT FLOOR LAYER.....\$ 38.75 14.03 ______ PLAS0200-008 08/04/2021 Rates Fringes PLASTERER.....\$ 45.77 18.39 FORT IRWIN; MARINE CORPS AIR STATION 29 PALMS, AND MARINE CORPS LOGISTICS SUPPLY BASE: \$3.00 additional per hour.

Rates

Fringes 54

PLAS0500-002 07/01/2020

25.91

CEMENT MASON/CONCRETE FINISHER...\$ 38.50

CEMENT MASON/CONCRETE FINISHER	.\$ 38.50	25.91
PLUM0016-002 09/01/2021		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Work at Edwards AFB Work at Fort Irwin Army	.\$ 60.83	25.36
Base Work at Marine Corps Logistic Base at Nebo, Marine Corps Logistic Base at Yermo and Twenty-Nine	.\$ 64.33	25.36
Palms Marine Base	.\$ 60.83	25.36
floor space	.\$ 52.20	24.38
work	.\$ 39.91	22.71
work		
PLUM0345-001 09/01/2021		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter Sewer & Storm Drain Work	.\$ 40.94	24.75 22.13
ROOF0036-002 08/01/2021		
	Rates	Fringes
ROOFER	.\$ 42.07	18.92
FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.		
SFCA0669-009 01/01/2021		
Does not include the northern part of the City of Chino, or the Cities of Montclair and Ontario		

Rates Fringes

SFCA0709-004 01/01/2021

THE NORTHERN PART OF THE CITY OF CHINO, AND THE CITIES OF MONTCLAIR AND ONTARIO:

	Rates	Fringes
SPRINKLER FITTER (Fire)	\$ 48.71	29.15

SHEE0105-003 01/01/2022

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New		
Construction and Remodel		
work	\$ 50.23	29.60
(2) Industrial work		
including air pollution		
control systems, noise		
abatement, hand rails,		
guard rails, excluding		
aritechtural sheet metal		
work, excluding A-C,		
heating, ventilating		
systems for human comfort.	\$ 48.28	29.46

TEAM0011-002 07/01/2020

	Ra	ates	Fringes
TRUCK DRIVE	ER .		
GROUP	1\$	32.59	30.59
GROUP	2\$	32.74	30.59
GROUP	3\$ 3	32.87	30.59
GROUP	4\$	33.06	30.59
GROUP	5\$ 3	33.09	30.59
GROUP	6\$	33.12	30.59
GROUP	7\$	33.37	30.59
GROUP	8\$	33.62	30.59
GROUP	9\$	33.82	30.59
GROUP	10\$	34.12	30.59
GROUP	11\$	34.62	30.59
GROUP	12\$	35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2

Inland Empire Utilities Agency SWRCB CWSRF Loan Requirements axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

"General Decision Number: CA20210003 01/01/2021

Superseded General Decision Number: CA20200003

State: California

Construction Type: Heavy Water Well Drilling

Counties: California Statewide.

WATER WELL DRILLING

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

SUCA1989-001 01/01/1989

	Rates	Fringes
PUMPS		
Installer		
Alameda	\$ 7.50	
Alpine	\$ 8.00	
Amador	\$ 8.00	
Colusa	\$ 10.57	2.03
Contra Costa	\$ 7.50	
El Dorado	\$ 8.00	
Fresno	\$ 7.25	1.04
Imperial	\$ 8.50	
Kern		.43
Lake		2.03
		60

7/29/2021	SAM.gov
Los Angeles\$ 9.76	.57
Madera\$ 7.50	.72
Marin\$ 10.57	2.03
Mariposa\$ 7.50	.72
Mendocino\$ 10.57	2.03
Monterey\$ 12.50	
Napa\$ 13.00	.81
Placer\$ 8.00	
Plumas\$ 10.36	1.65
Riverside 7.25	.34
Sacramento\$ 9.43 San Benito\$ 8.39	.83 2.65
San Bernardino \$ 10.30	.77
San Diego 7.85	• / /
San Joaquin\$ 11.39	3.82
San Luis Obispo 7.25	3.02
San Mateo\$ 10.36	1.65
Santa Barbara 7.57	
Santa Clara\$ 8.39	2.65
Santa Cruz\$ 8.39	2.65
Shasta\$ 9.63	1.36
Sonoma\$ 10.57	2.03
Tehama\$ 10.36	1.65
Trinity 9.63	1.36
Tuolumne \$ 7.50	.72
Ventura\$ 11.00	1.48
Water Well Driller	
Alameda\$ 10.00	.36
Alpine\$ 9.60	
Amador\$ 9.60	
Butte\$ 7.25	
Calaveras\$ 7.50	
Colusa\$ 11.07	2.03
Contra Costa 9.50	
Del Norte\$ 8.00	.31
El Dorado\$ 9.60	1 45
Fresno\$ 13.37 Glenn\$ 7.25	1.45
Humboldt\$ 8.00	.31
Imperial\$ 8.70	.36
Inyo\$ 7.29	1.13
Kern\$ 7.25	.06
Kings\$ 7.25	1.21
Lake\$ 11.07	2.03
Lassen\$ 7.25	.43
Los Angeles\$ 9.65	
Madera\$ 7.50	.72
Marin\$ 11.07	2.03
Mariposa\$ 7.50	.72
Mendocino\$ 11.07	2.03
Merced\$ 7.25	.13
Modoc\$ 10.50	
Mono\$ 10.00 Monterey\$ 12.50	
Napa\$ 8.00	.81
Nevada\$ 7.25	.13
Orange 11.00	1.48
Placer\$ 9.60	20
Plumas\$ 10.00	
Riverside 7.25	.36
Sacramento \$ 10.00	
San Benito\$ 8.39	2.65
San Bernardino\$ 10.20	.37
San Diego\$ 8.18	61
http://opensor.com/societies/CA20210002/0	

Inland Empire Utilities Agency SWRCB CWSRF Loan Requirements

San Francisco. \$ San Joaquin. \$ San Luis Obispo. \$ San Mateo. \$ Santa Barbara. \$ Santa Clara. \$ Santa Cruz. \$ Shasta. \$ Sierra. \$ Siskiyou. \$ Santa Sa	7.25 7.25 10.00 7.98 8.39 8.39 7.25 7.25	.13 1.02 .81 2.65 2.65 .13
Solano\$ Sonoma\$	9.15 10.07	1.70
Stanislaus\$	7.25	.13
Sutter\$ Tehama\$	7.25	
Trinity\$	7.25	
Tulare\$		1.13
Tuolumne\$	7.50	.72
Ventura\$	11.00	1.48
Yolo\$	10.36	1.65
Yuba\$.13

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"General Decision Number: CA20210006 01/01/2021

Superseded General Decision Number: CA20200006

State: California

Construction Type: Heavy Hopper Dredge Work

Counties: California Statewide.

HOPPER DREDGE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 01/01/2021

SUCA1985-002 01/01/1985

Rates Fringes

Self-Propelled Hopper Dredge Drag tender.....\$ 8.78 4.23

FOOTNOTE: Nine paid holidays: New Year's Day, Washington's Memorial Day, Independence Day, Labor Day, Paul Hall's Birthday (Aug. 20th), Veterans Day, Thanksgiving Day and Christmas Day.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

SAM.gov

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

> Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Did you Meet the DBE Requirements?

IEUA has developed the following DBE requirements that expand upon requirements from the State Water Resources Control Board (SWRCB). Full compliance with these requirements must be achieved to secure project financing. Therefore, your due diligence is needed to meet the Good Faith Efforts (GFE) requirement of this solicitation.

FORMS

The forms listed in the table below and attached to these guidelines must be completed and submitted with the GFE, as applicable:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY
SWRCB Form 4500-2 or EPA Form	DBE Sub-Contractor Participation Form	As Needed during the Project Period	Recipient	Sub-contractor
SWRCB Form 4500-3 or EPA Form	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package, if Hiring a DBE Subcontractor	Prime Contractor	Sub-Contractor
SWRCB Form 4500-4 or EPA Form	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor

IEUA's Grants Department will review the forms submitted with the bid or proposal package to determine if your GFE was performed *prior to the bid or proposal opening date*. Failure to complete the GFE before the opening date would jeopardize the project financing and will result in your bid or proposal being deemed non-responsive.

Please note that the <u>forms</u> must be completed and submitted with the bid, but all backup documentation may be submitted up to three business days after the bid closing.

Further details on each of the forms and their applicability are below:

4500-4

Fill out form 4500-4 thoroughly and include a completed, signed copy with the bid or proposal package <u>regardless of whether or not you use a DBE</u>.

If you have not identified potential DBE-certified subcontractors, you must mark, "No," and provide an explanation on this form.

If you have identified potential DBE-certified subcontractors and will be using them on the project, you must provide the requested information on the form and complete Form 4500-3 with the bid or proposal package. If you identified potential subcontractors but chose not to use them, please indicate as such, and no Form 4500-3 will be needed.

If you are submitting a proposal for design efforts that requires a separate, sealed cost proposal, you may submit two copies of this form: one copy with blank pricing information and a second copy, with pricing information included, in the separate, sealed envelope.

If this form is not included with the bid or proposal package, you will be deemed non-responsive.

4500-3

If you are using a DBE/DBEs, you must fill out form 4500-3 thoroughly for each DBE and include a completed, signed copy with the bid or proposal package. If you are utilizing a DBE and this form is not included with the bid or proposal package, you will be deemed non-responsive.

If you are not using a DBE/DBEs, this form is not required to be submitted with the bid or proposal package.

4500-2

Form 4500-2 can be filled out as needed and submitted at any time during the project period of performance. This form *does not* need to be included with the bid or proposal package.

DBE FORM COMPLIANCE FLOW CHART Did you answer, "Yes," Submit a signed Did you complete the DBE Yes to the option, "I have No completed FORM 4500-4 **Subcontractor Utilization** identified potential prior to the bid opening Form (FORM 4500-4)? DBE subcontractors?" date to comply. No Yes Submit a signed and Did you complete the You will be completed FORM 4500-4 Yes No **DBE Subcontractor** deemed non-AND FORM 4500-3 prior **Performance Form** responsive. to the bid opening date (FORM 4500-3)? to comply.

SIX GOOD FAITH EFFORTS (GFEs)

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

Correspondence with DBEs, such as emails or call logs, provide proof of compliance with this effort. Compliance with Items 2 and 5 below will also ensure that this GFE is satisfied.

2. Make information on forthcoming opportunities available to DBEs. Post solicitations for bids or proposals for a minimum of 30 consecutive calendar days in a publication, such as a newspaper or online service, before the bid opening date. If the solicitation is posted online, it must be accompanied by a newspaper posting, in print, for a minimum of one day prior to the bid opening date. Posting a solicitation in print for one day without also posting in an online service for 30 days will not satisfy this requirement.

The solicitation shall include the project name, location, type of contracting opportunities that exist, bid opening date, and project contact information.

Proof that the ad was posted for 30 consecutive calendar days before the bid opening date must be included in the bid or proposal package. If the bid or proposal package does not include proof that the ad was posted for 30 consecutive days, *you will be deemed non-responsive*. An example of proof of compliance for this requirement is a screenshot of an online solicitation indicating the number of days it was posted.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

No documentation is required to be submitted with the bid or proposal package for this GFE.

4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.

No documentation is required to be submitted with the bid or proposal package for this GFE.

5. Use the services of the Small Business Administration (SBA) **and/or** Minority Business Development Agency (MBDA) of the US Department of Commerce.

Please note that if the MBDA is not operational, you must use SBA. Otherwise, you can use one, the other or both. You must submit proof that SBA/MBDA was utilized with the bid or proposal package. If this proof is not included with the bid or proposal package, you will be deemed non-responsive. An example of proof of compliance for this requirement is a screenshot of the SBA website with an indication of dates posted. To post to the SBA website, you may use the following steps:

Step 1: Visit www.sba.gov

Step 2: Under the FEDERAL CONTRACTING tab, click on PRIME AND SUBCONTRACTING

Step 3: Under the PRIME AND SUBCONTRACTING page, in the second paragraph of Prime Contracting, click on link to the Subcontracting Network Database.

Step 4: Once in the Database, at the top, click Post-Modify

Step 5: Click "I Agree"

Step 6: Login. If you do not have a login account, simply click on "Create a New SBA GLS Account" located on the left side of the screen.

Step 7: Post. Use Riverside or Los Angeles as the project area.

6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The following online services are examples of those that may be utilized to satisfy the GFE requirements. While these resources, and others that provide similar services, are helpful in satisfying the GFE requirements, the CONTRACTOR is responsible for ensuring that compliance with these requirements has been met.

- http://www.compliancenews.com/
- https://www.dbegoodfaith.com/
- http://goodfaitheffort.com/

Any questions regarding these DBE requirements should be directed to the Project Manager.

GOOD FAITH EFFORT COMPLIANCE CHECKLIST

Below is a checklist for the contractors' use to confirm that all GFE requirements were met. This checklist is not required to be submitted and is only included for convenience.

GFE No.	Good Faith Efforts (GFE)	GFE Met (Yes/No)	Backup Documentation Included? (Yes/No)
1	Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities.		
2	Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.		
3	Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.		Not Applicable
4	Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.		Not Applicable
5	Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.		
6	If the prime contractor awards subcontracts, require the prime contractor to take the steps above.		Not Applicable
Required w/ bid package	Completed and signed SWRCB Form 4500-4		
Required if DBE hired w/ bid package	Completed and signed SWRCB Form 4500-3		



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

A Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name		
Bid / Proposal No.	Assistance Agreemer	nt ID No. (if known)	Point of Contact	
Address				
Telephone No.		Email Address		
Prime Contractor Name		Issuing/Funding Er	ntity	
1				Amazunt Dagaineal

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

Please use the space below to report any concerns regarding the above funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

Send completed Form 4500-2 to:

Mr. Joe Ochab, DBE Coordinator US EPA, Region 9 75 Hawthorne Street San Francisco, CA 94105

FORM 4500-2 (DBE Subcontractor Participation Form)



Subcontractor Name

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Project Name

Bid / Proposal No.		Assistance Agreement ID No. (if known) Point of Contact		Point of Contact	
Address		,			
Telephone No.			Email Address		
Prime Contractor	Name		Issuing/Funding Er	ntity	
Contract Item Number		f Work Submitted froi nstruction, Services, I			Price of Work Submitted to the Prime Contractor
DBE Certified By:	DOT SB/	Α	Meets/exceeds EP	A certification standa	rds?
Other:			YES NO	D Unknown	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified CBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name	Pi	ojeci Name		
Bid / Proposal No.	Assistance Agreement ID	No. (if known)	Point of Contact	
Address				
Telephone No.	Er	mail Address		
Issuing/Funding Entity				
I have identified potential DBE of	certified subcontractors YES	NO		
If yes, please complete the table	e below. If <i>no</i> , please explain:			
Subcontractor Name/			Estimated	Currently
Company Name	Company Address / Phor	ne / Email	Dollar Amount	DBE Certified?

⁻⁻Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Print Name
Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

The RP-1 Disinfection Improvements Project No. EN11039 is subject to the attached provisions, which will be required for all projects receiving State Revolving Fund (SRF) funding agreements after May 15, 2022. The funding agreement for EN11039 is anticipated to be received in 2023. When further guidance becomes available, it will be provided to the contractor.

Build America, Buy America Act

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), which includes the "Build America, Buy America Act" (the Act). This Act ensures that Federal infrastructure programs require the use of materials produced in the United States, increases the requirement for American-made content, and strengthens the waiver process associated with Buy American provisions.

Buy America requirements previously applied to iron, steel, and certain manufactured goods. The IIJA broadens coverage to include nonferrous metals, such as copper used in electric wiring; plastic- and polymer-based products; glass, including optical fiber; and certain other construction materials, such as lumber and drywall.

To be considered "produced in the United States" under the IIJA, manufactured goods must contain greater than 55% domestic content and be manufactured in the United States. In the case of construction materials all manufacturing processes must occur in the United States.

Please read carefully all of the information provided. The full provisions from the IIJA legislation are provided below. Please direct any questions to the Project Manager.

Director of the Office of Management and Budget, may, after public notice and opportunity for comment, issue regulations establishing a fee structure for sponsors of covered projects to reimburse the United States for reasonable costs incurred in conducting environmental reviews and authorizations for covered projects.";

mental reviews and authorizations for covered projects.";

(2) in subsection (b), by striking "and 41003" and inserting "through 41008"; and

(3) in subsection (d)—

(A) in the subsection heading, by striking "AND PERMITTING"; and

 $(\overset{.}{B})$ by striking paragraphs (2) and (3) and inserting the following:

"(2) AVAILABILITY.—Amounts in the Fund shall be available to the Executive Director, without fiscal year limitation, solely for the purposes of administering, implementing, and enforcing this title, including the expenses of the Council, staffing of the Office of the Executive Director, and support of the role of the Council as a Federal center for permitting excellence, which may include supporting interagency detailee and rotation opportunities, advanced training, enhanced support for agency project managers, and fora for sharing information and lessons learned.

"(3) Transfer.—For the purpose of carrying out this title, the Executive Director, with the approval of the Director of the Office of Management and Budget, may transfer amounts in the Fund to other Federal agencies and State, Tribal, and local governments to facilitate timely and efficient environmental reviews and authorizations for covered projects and other projects under this title, including direct reimbursement agreements with agency CERPOs, reimbursable agreements, and approval and consultation processes and staff for covered projects."

(h) SUNSET.—Section 41013 of the FAST Act (42 U.S.C. 4370m–12) is repealed.

(i) TECHNICAL CORRECTION.—Section 41002(b)(2)(A)(ii) of the FAST Act (42 U.S.C. 4370m–1(b)(2)(A)(ii)) is amended by striking "councilmem-ber" and inserting "councilmember".

(j) CLERICAL AMENDMENT.—The table of contents in section 1(b) of the FAST Act (Public Law 114–94; 129 Stat. 1319) is amended by striking the item relating to section 41002 and inserting the following:

"Sec. 41002. Federal Permitting Improvement Steering Council.".

TITLE IX—BUILD AMERICA, BUY AMERICA

Subtitle A—Build America, Buy America

SEC. 70901. SHORT TITLE.

This subtitle may be cited as the "Build America, Buy America Act".

PART I—BUY AMERICA SOURCING REQUIREMENTS

SEC. 70911. FINDINGS.

Congress finds that-

(1) the United States must make significant investments to install, upgrade, or replace the public works infrastructure of the United States;

(2) with respect to investments in the infrastructure of the United States, taxpayers expect that their public works infrastructure will be produced in the United States by American workers;

(3) United States taxpayer dollars invested in public infrastructure should not be used to reward companies that have moved their operations, investment dollars, and jobs to foreign countries or foreign factories, particularly those that do not share or openly flout the commitments of the United States to environmental, worker, and workplace safety protections;

(4) in procuring materials for public works projects, entities using taxpayer-financed Federal assistance should give a commonsense procurement preference for the materials and products produced by companies and workers in the United States in accordance with the high ideals embodied in the environmental, worker, workplace safety, and other regulatory requirements of the United States;

(5) common construction materials used in public works infrastructure projects, including steel, iron, manufactured products, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, and drywall are not adequately covered by a domestic content procurement preference, thus limiting the impact of taxpayer purchases to enhance supply chains in the United States:

United States;
(6) the benefits of domestic content procurement preferences extend beyond economics:

erences extend beyond economics;

(7) by incentivizing domestic manufacturing, domestic content procurement preferences reinvest tax dollars in companies and processes using the highest labor and environmental standards in the world;

(8) strong domestic content procurement preference policies act to prevent shifts in production to countries that rely on production practices that are significantly less energy efficient and far more polluting than those in the United States:

(9) for over 75 years, Buy America and other domestic content procurement preference laws have been part of the United States procurement policy, ensuring that the United States can build and rebuild the infrastructure of the United States with high-quality American-made materials;

(10) before the date of enactment of this Act, a domestic content procurement preference requirement may not apply, may apply only to a narrow scope of products and materials, or may be limited by waiver with respect to many infrastructure programs, which necessitates a review of such programs, including programs for roads, highways, and bridges, public

transportation, dams, ports, harbors, and other maritime facilities, intercity passenger and freight railroads, freight and intermodal facilities, airports, water systems, including drinking water and wastewater systems, electrical transmission facilities and systems, utilities, broadband infrastructure, and buildings and real property;

(11) Buy America laws create demand for domestically produced goods, helping to sustain and grow domestic manufacturing and the millions of jobs domestic manufacturing supports

throughout product supply chains;

(12) as of the date of enactment of this Act, domestic content procurement preference policies apply to all Federal Government procurement and to various Federal-aid infrastructure programs:

(13) a robust domestic manufacturing sector is a vital component of the national security of the United States

- (14) as more manufacturing operations of the United States have moved offshore, the strength and readiness of the defense industrial base of the United States has been diminished; and (15) domestic content procurement preference laws
 - (A) are fully consistent with the international obliga-tions of the United States; and
 - (B) together with the government procurements to which the laws apply, are important levers for ensuring that United States manufacturers can access the government procurement markets of the trading partners of the United States.

SEC. 70912. DEFINITIONS.

In this part:

- (1) DEFICIENT PROGRAM.—The term "deficient program" means a program identified by the head of a Federal agency under section 70913(c).
- (2) DOMESTIC CONTENT PROCUREMENT PREFERENCE.—The term "domestic content procurement preference" means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a project unless-
 - (A) all iron and steel used in the project are produced in the United States;
 - (B) the manufactured products used in the project are produced in the United States; or

- (C) the construction materials used in the project are produced in the United States.

 (3) FEDERAL AGENCY.—The term "Federal agency" means any authority of the United States that is an "agency" (as defined in section 3502 of title 44, United States Code), other than an independent regulatory agency (as defined in that section)

 - (4) FEDERAL FINANCIAL ASSISTANCE.—
 (A) IN GENERAL.—The term "Federal financial assistance" has the meaning given the term in section 200.1 of title 2, Code of Federal Regulations (or successor regulations) tions).
 - (B) Inclusion.—The term "Federal financial assistance" includes all expenditures by a Federal agency to a non-Federal entity for an infrastructure project, except

that it does not include expenditures for assistance authorrized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191) or pre and post disaster or emergency response expenditures.

(5) Infrastructure.—The term "infrastructure" includes, at a minimum, the structures, facilities, and equipment for,

in the United States

(A) roads, highways, and bridges;

(B) public transportation;

- (C) dams, ports, harbors, and other maritime facilities;
- (D) intercity passenger and freight railroads;
- (E) freight and intermodal facilities;

(F) airports:

- (G) water systems, including drinking water and wastewater systems;
 - (H) electrical transmission facilities and systems;

(I) utilities;

(J) broadband infrastructure; and

- (K) buildings and real property.

 (6) PRODUCED IN THE UNITED STATES.—The term "produced in the United States" means-
 - (A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (B) in the case of manufactured products, that—

(i) the manufactured product was manufactured

in the United States; and

(ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

(7) Project.—The term "project" means the construction, alteration, maintenance, or repair of infrastructure in the United States

SEC. 70913. IDENTIFICATION OF DEFICIENT PROGRAMS.

(a) IN GENERAL.—Not later than 60 days after the date of

enactment of this Act, the head of each Federal agency shall—

(1) submit to the Office of Management and Budget and to Congress, including a separate notice to each appropriate congressional committee, a report that identifies each Federal financial assistance program for infrastructure administered by the Federal agency; and

(2) publish in the Federal Register the report under para-

graph (1).

- (b) REQUIREMENTS.—In the report under subsection (a), the head of each Federal agency shall, for each Federal financial assistance program-
 - (1) identify all domestic content procurement preferences applicable to the Federal financial assistance;
 - (2) assess the applicability of the domestic content procurement preference requirements, including-
 - (A) section 313 of title 23, United States Code;
 - (B) section 5323(j) of title 49, United States Code; (C) section 22905(a) of title 49, United States Code; (D) section 50101 of title 49, United States Code;

 - (E) section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1388);
 - (F) section 1452(a)(4) of the Safe Drinking Water Act

 - (42 U.S.C. 300j–12(a)(4));
 (G) section 5035 of the Water Infrastructure Finance and Innovation Act of 2014 (33 U.S.C. 3914);
 (H) any domestic content procurement preference included in an appropriations Act; and
 - (I) any other domestic content procurement preference in Federal law (including regulations);
 - (3) provide details on any applicable domestic content procurement preference requirement, including the purpose, scope, applicability, and any exceptions and waivers issued under the requirement; and
 - (4) include a description of the type of infrastructure projects that receive funding under the program, including information relating to-
 - (A) the number of entities that are participating in the program;
 - (B) the amount of Federal funds that are made available for the program for each fiscal year; and
 - (C) any other information the head of the Federal
- agency determines to be relevant.

 (c) LIST OF DEFICIENT PROGRAMS.—In the report under subsection (a), the head of each Federal agency shall include a list of Federal financial assistance programs for infrastructure identified under that subsection for which a domestic content procurement preference requirement-
 - (1) does not apply in a manner consistent with section 70914; or
 - (2) is subject to a waiver of general applicability not limited to the use of specific products for use in a specific project.

SEC. 70914. APPLICATION OF BUY AMERICA PREFERENCE.

- (a) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the head of each Federal agency shall ensure that none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.
- (b) WAIVER.—The head of a Federal agency that applies a domestic content procurement preference under this section may waive the application of that preference in any case in which the head of the Federal agency finds that—

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.
(c) WRITTEN JUSTIFICATION.—Before issuing a waiver under subsection (b), the head of the Federal agency shall-

(1) make publicly available in an easily accessible location on a website designated by the Office of Management and Budget and on the website of the Federal agency a detailed written explanation for the proposed determination to issue the waiver; and

(2) provide a period of not less than 15 days for public comment on the proposed waiver.
(d) Review of Waivers of General Applicability.

(1) IN GENERAL.—An existing general applicability waiver or a general applicability waiver issued under subsection (b) shall be reviewed every 5 years after the date on which the waiver is issued.

(2) REVIEW.—In conducting a review of a general applica-

bility waiver, the head of a Federal agency shall—

(A) publish in the Federal Register a notice that—

(i) describes the justification for a general applicability waiver; and

(ii) requests public comments for a period of not less than 30 days on the continued need for a general applicability waiver; and
(B) publish in the Federal Register a determination on whether to continue or discontinue the general applicabilities to the continue of the

bility waiver, taking into account the comments received in response to the notice published under subparagraph

(3) Limitation on the review of existing waivers of GENERAL APPLICABILITY.—For a period of 5 years beginning on the date of enactment of this Act, paragraphs (1) and (2) shall not apply to any product-specific general applicability waiver that was issued more than 180 days before the date of enactment of this Act.

(e) CONSISTENCY WITH INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.

SEC, 70915, OMB GUIDANCE AND STANDARDS.

- (a) GUIDANCE.—The Director of the Office of Management and Budget shall-
 - (1) issue guidance to the head of each Federal agency—
 (A) to assist in identifying deficient programs under section 70913(c); and
 - (B) to assist in applying new domestic content procurement preferences under section 70914; and
 - (2) if necessary, amend subtitle A of title 2, Code of Federal Regulations (or successor regulations), to ensure that domestic content procurement preference requirements required by this

part or other Federal law are imposed through the terms and conditions of awards of Federal financial assistance. (b) STANDARDS FOR CONSTRUCTION MATERIALS.-

(1) IN GENERAL.—Not later than 180 days after the date of enactment of this Act, the Director of the Office of Management and Budget shall issue standards that define the term "all manufacturing processes" in the case of construction materials.

(2) Considerations.—In issuing standards under paragraph (1), the Director shall—

(A) ensure that the standards require that each manufacturing process required for the manufacture of the construction material and the inputs of the construction material occurs in the United States; and

(B) take into consideration and seek to maximize the

direct and indirect jobs benefited or created in the production of the construction material.

SEC. 70916. TECHNICAL ASSISTANCE PARTNERSHIP AND CONSULTA-TION SUPPORTING DEPARTMENT OF TRANSPORTATION BUY AMERICA REQUIREMENTS.

(a) DEFINITIONS.—In this section:

(1) Buy America Law.—The term "Buy America law" means

(A) section 313 of title 23, United States Code; (B) section 5323(j) of title 49, United States Code; (C) section 22905(a) of title 49, United States Code; (D) section 50101 of title 49, United States Code; and (E) any other domestic content procurement preference for an infrastructure project under the jurisdiction of the

Secretary.

(2) SECRETARY.—The term "Secretary" means the Secretary of Transportation.

(b) Technical Assistance Partnership.—Not later than 90 days after the date of the enactment of this Act, the Secretary shall enter into a technical assistance partnership with the Secretary of Commerce, acting through the Director of the National Institute of Standards and Technology—

(1) to ensure the development of a domestic supply base to support intermodal transportation in the United States, such as intercity high speed rail transportation, public transportation systems, highway construction or reconstruction, airport improvement projects, and other infrastructure projects under the jurisdiction of the Secretary;

(2) to ensure compliance with Buy America laws that apply the construction of the secretary.

to a project that receives assistance from the Federal Highway Administration, the Federal Transit Administration, the Federal Railroad Administration, the Federal Aviation Administration, or another office or modal administration of the Secretary of Transportation;

(3) to encourage technologies developed with the support of and resources from the Secretary to be transitioned into commercial market and applications; and

(4) to establish procedures for consultation under sub-

section (c).

(c) CONSULTATION.—Before granting a written waiver under a Buy America law, the Secretary shall consult with the Director

of the Hollings Manufacturing Extension Partnership regarding whether there is a domestic entity that could provide the iron, steel, manufactured product, or construction material that is the

subject of the proposed waiver.

(d) ANNUAL REPORT.—Not later than 1 year after the date of enactment of this Act, and annually thereafter, the Secretary shall submit to the Committee on Commerce, Science, and Transportation, the Committee on Banking, Housing, and Urban Affairs, the Committee on Environment and Public Works, and the Committee on Homeland Security and Governmental Affairs of the Senate and the Committee on Transportation and Infrastructure and the Committee on Oversight and Reform of the House of Representatives a report that includes—

(1) a detailed description of the consultation procedures developed under subsection (b)(4);

(2) a detailed description of each waiver requested under a Ruy America law in the procedure and the consultation of the consultation procedures developed under subsection (b)(4);

a Buy America law in the preceding year that was subject to consultation under subsection (c), and the results of the consultation;

(3) a détailed description of each waiver granted under

a Buy America law in the preceding year, including the type of waiver and the reasoning for granting the waiver; and

(4) an update on challenges and gaps in the domestic supply base identified in carrying out subsection (b)(1), including a list of actions and policy changes the Secretary recommends be taken to address those challenges and gaps.

SEC. 70917. APPLICATION.

(a) IN GENERAL.—This part shall apply to a Federal financial assistance program for infrastructure only to the extent that a domestic content procurement preference as described in section 70914 does not already apply to iron, steel, manufactured products, and construction materials.

(b) SAVINGS PROVISION.—Nothing in this part affects a domestic content procurement preference for a Federal financial assistance program for infrastructure that is in effect and that meets the requirements of section 70914.

(c) LIMITATION WITH RESPECT TO AGGREGATES.—In this part-(1) the term "construction materials" shall not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives; and (2) the standards developed under section 70915(b)(1) shall

not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives as inputs of the construction material.

PART II—MAKE IT IN AMERICA

SEC. 70921. REGULATIONS RELATING TO BUY AMERICAN ACT.

(a) In General.—Not later than 1 year after the date of the enactment of this Act, the Director of the Office of Management and Budget ("Director"), acting through the Administrator for Federal Procurement Policy and, in consultation with the Federal Acquisition Regulatory Council, shall promulgate final regulations or other policy or management guidance, as appropriate, to standardize and simplify how Federal agencies comply with, report on,

and enforce the Buy American Act. The regulations or other policy or management guidance shall include, at a minimum, the following:

(1) Guidelines for Federal agencies to determine, for the purposes of applying sections 8302(a) and 8303(b)(3) of title 41, United States Code, the circumstances under which the acquisition of articles, materials, or supplies mined, produced, or manufactured in the United States is inconsistent with the public interest

(2) Guidelines to ensure Federal agencies base determinations of non-availability on appropriate considerations, including anticipated project delays and lack of substitutable articles, materials, and supplies mined, produced, or manufactured in the United States, when making determinations of non-availability under section 8302(a)(1) of title 41, United States Code.

(3)(A) Uniform procedures for each Federal agency to make publicly available, in an easily identifiable location on the website of the agency, and within the following time periods, the following information:

(i) A written description of the circumstances in which the head of the agency may waive the requirements of the Buy American Act.

(ii) Each waiver made by the head of the agency within 30 days after making such waiver, including a justification with sufficient detail to explain the basis for the waiver.

(B) The procedures established under this paragraph shall ensure that the head of an agency, in consultation with the head of the Made in America Office established under section 70923(a), may limit the publication of classified information, trade secrets, or other information that could damage the United States.

(4) Guidelines for Federal agencies to ensure that a project is not disaggregated for purposes of avoiding the applicability of the requirements under the Buy American Act.

(5) An increase to the price preferences for domestic end products and domestic construction materials.

(6) Amending the definitions of "domestic end product" and "domestic construction material" to ensure that iron and steel products are, to the greatest extent possible, made with domestic components.

(b) GUIDELINES RELATING TO WAIVERS.—

(1) Inconsistency with public interest.—

(A) IN GENERAL.—With respect to the guidelines developed under subsection (a)(1), the Administrator shall seek to minimize waivers related to contract awards that-

(i) result in a decrease in employment in the United States, including employment among entities that manufacture the articles, materials, or supplies;

(ii) result in awarding a contract that would

decrease domestic employment.
(B) COVERED EMPLOYMENT.—For purposes of subparagraph (A), employment refers to positions directly involved in the manufacture of articles, materials, or supplies, and does not include positions related to management, research and development, or engineering and design.

(2) Assessment on use of dumped or subsidized foreign PRODUCTS.

(A) In general.—To the extent otherwise permitted by law, before granting a waiver in the public interest to the guidelines developed under subsection (a)(1) with respect to a product sourced from a foreign country, a Federal agency shall assess whether a significant portion of the cost advantage of the product is the result of the use of dumped steel, iron, or manufactured goods or the use of injuriously subsidized steel, iron, or manufactured

goods.

(B) Consultation.—The Federal agency conducting the assessment under subparagraph (A) shall consult with the International Trade Administration in making the assessment if the agency considers such consultation to

be helpful.

(C) USE OF FINDINGS.—The Federal agency conducting the assessment under subparagraph (A) shall integrate any findings from the assessment into its waiver determined to the conduction of the conduct mination.

(c) Sense of Congress on Increasing Domestic Content REQUIREMENTS.—It is the sense of Congress that the Federal Acquisition Regulatory Council should amend the Federal Acquisition Regulation to increase the domestic content requirements for domestic end products and domestic construction material to 75 percent, or, in the event of no qualifying offers, 60 percent.

(d) DEFINITION OF END PRODUCT MANUFACTURED IN THE UNITED STATES.—Not later than 1 year after the date of the enact-

ment of this Act, the Federal Acquisition Regulatory Council shall amend part 25 of the Federal Acquisition Regulation to provide a definition for "end product manufactured in the United States," including guidelines to ensure that manufacturing processes involved in production of the end product occur domestically.

SEC. 70922, AMENDMENTS RELATING TO BUY AMERICAN ACT.

(a) Special Rules Relating to American Act.

(a) Special Rules Relating to American Materials Required for Public Use.—Section 8302 of title 41, United States Code, is amended by adding at the end the following new subsection: "(c) Special Rules.—The following rules apply in carrying out the provisions of subsection (a):

"(1) Iron and steel Manufactured in the United States.—For purposes of this section, manufactured articles, materials, and supplies of iron and steel are deemed manufactured in the United States only if all manufacturing processes involved in the production of such iron and steel, from the initial melting stage through the application of coatings, occurs in the United States. in the United States.

"(2) LIMITATION ON EXCEPTION FOR COMMERCIALLY AVAIL-ABLE OFF-THE-SHELF ITEMS.—Notwithstanding any law or regulation to the contrary, including section 1907 of this title and the Federal Acquisition Regulation, the requirements of this section apply to all iron and steel articles, materials, and sup-

plies.".
(b) Production of Iron and Steel for Purposes of Con-TRACTS FOR PUBLIC WORKS.—Section 8303 of title 41, United States Code, is amended-

(1) by redesignating subsection (c) as subsection (d); and

(2) by inserting after subsection (b) the following new subsection:

"(c) Special Rules.—

"(1) PRODUCTION OF IRON AND STEEL.—For purposes of this section, manufactured articles, materials, and supplies of iron and steel are deemed manufactured in the United States only if all manufacturing processes involved in the production of such iron and steel, from the initial melting stage through the application of coatings, occurs in the United States.

"(2) LIMITATION ON EXCEPTION FOR COMMERCIALLY AVAILABLE OFF-THE-SHELF ITEMS.—Notwithstanding any law or regulation to the contrary, including section 1907 of this title and the Federal Acquisition Regulation, the requirements of this section apply to all iron and steel articles, materials, and supplies used in contracts described in subsection (a).

(c) ANNUAL REPORT.—Subsection (b) of section 8302 of title 41, United States Code, is amended to read as follows:

"(b) Reports.-

"(1) IN GENERAL.—Not later than 180 days after the end of the fiscal year during which the Build America, Buy America Act is enacted, and annually thereafter for 4 years, the Director of the Office of Management and Budget, in consultation with the Administrator of General Services, shall submit to the Committee on Homeland Security and Governmental Affairs of the Senate and the Committee on Oversight and Reform of the House of Representatives a report on the total amount of acquisitions made by Federal agencies in the relevant fiscal year of articles, materials, or supplies acquired from entities that mine, produce, or manufacture the articles, materials, or supplies outside the United States.

(2) EXCEPTION FOR INTELLIGENCE COMMUNITY.—This subsection does not apply to acquisitions made by an agency, or component of an agency, that is an element of the intelligence community as specified in, or designated under, section 3 of the National Security Act of 1947 (50 U.S.C. 3003).".
(d) DEFINITION.—Section 8301 of title 41, United States Code,

is amended by adding at the end the following new paragraph: "(3) FEDERAL AGENCY.—The term 'Federal agency' has the meaning given the term 'executive agency' in section 133 of

(e) Conforming Amendments.—Title 41, United States Code, is amended-

(1) in section 8302(a)-

this title

(A) in paragraph (1)—

(A) in paragraph (1)—

(i) by striking "department or independent establishment" and inserting "Federal agency"; and

(ii) by striking "their acquisition to be inconsistent with the public interest or their cost to be unreasonable" and inserting "their acquisition to be inconsistent with the public interest, their cost to be unreasonable, or that the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality"; and

- (B) in paragraph (2), by amending subparagraph (B) to read as follows:
- "(B) to any articles, materials, or supplies procured pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304 of this title), or a trade agreement or least developed country designation described in subpart 25.400 of the Federal Acquisition Regulation; and"; and (2) in section 8303-
 - (A) in subsection (b)—
 - (i) by striking "department or independent establishment" each place it appears and inserting "Federal agency";
 - (ii) by amending subparagraph (B) of paragraph (1) to read as follows:
- "(B) to any articles, materials, or supplies procured pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304), or a trade agreement or least developed country designation described in subpart 25.400 of the Federal Acquisition Regulation; and"; and

 - (iii) in paragraph (3)—
 (I) in the heading, by striking "INCONSISTENT WITH PUBLIC INTEREST" and inserting "WAIVER
 - AUTHORITY"; and
 (II) by striking "their purchase to be inconsistent with the public interest or their cost to be unreasonable" and inserting "their acquisition to be inconsistent with the public interest, their cost to be unreasonable, or that the articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which
- or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality, and

 (B) in subsection (d), as redesignated by subsection (b)(1) of this section, by striking "department, bureau, agency, or independent establishment" each place it appears and inserting "Federal agency".

 (f) EXCLUSION FROM INFLATION ADJUSTMENT OF ACQUISITION ATTER DALLAR THERSHOLDS. Subparagraph (A) of section
- Related Dollar Thresholds.—Subparagraph (A) of section 1908(b)(2) of title 41, United States Code, is amended by striking "chapter 67" and inserting "chapters 67 and 83".

SEC. 70923. MADE IN AMERICA OFFICE.

- (a) Establishment.—The Director of the Office of Management and Budget shall establish within the Office of Management and Budget an office to be known as the "Made in America Office". The head of the office shall be appointed by the Director of the Office of Management and Budget (in this section referred to as the "Made in America Director").
- (b) DUTIES.—The Made in America Director shall have the following duties:
 - (1) Maximize and enforce compliance with domestic preference statutes.

- (2) Develop and implement procedures to review waiver requests or inapplicability requests related to domestic preference statutes.
- (3) Prepare the reports required under subsections (c) and
- (4) Ensure that Federal contracting personnel, financial assistance personnel, and non-Federal recipients are regularly trained on obligations under the Buy American Act and other agency-specific domestic preference statutes.
- (5) Conduct the review of reciprocal defense agreements required under subsection (d).
- (6) Ensure that Federal agencies, Federal financial assistance recipients, and the Hollings Manufacturing Extension Partnership partner with each other to promote compliance with domestic preference statutes.
- with domestic preference statutes.

 (7) Support executive branch efforts to develop and sustain a domestic supply base to meet Federal procurement requirements.
- (c) OFFICE OF MANAGEMENT AND BUDGET REPORT.—Not later than 1 year after the date of the enactment of this Act, the Director of the Office of Management and Budget, working through the Made in America Director, shall report to the relevant congressional committees on the extent to which, in each of the three fiscal years prior to the date of enactment of this Act, articles, materials, or supplies acquired by the Federal Government were mined, produced, or manufactured outside the United States. Such report shall include for each Federal agency the following:
 - (1) A summary of total procurement funds expended on articles, materials, and supplies mined, produced, or manufactured—
 - (A) inside the United States;
 - (B) outside the United States; and
 - (C) outside the United States—
 - (i) under each category of waiver under the Buy American Act;
 - (ii) under each category of exception under such chapter; and
 - (iii) for each country that mined, produced, or manufactured such articles, materials, and supplies.
 (2) For each fiscal year covered by the report—
 - (2) For each fiscal year covered by the report—

 (A) the dollar value of any articles, materials, or supplies that were mined, produced, or manufactured outside the United States, in the aggregate and by country;

 (B) an itemized list of all waivers made under the Buy American Act with respect to articles, materials, or
 - (B) an itemized list of all waivers made under the Buy American Act with respect to articles, materials, or supplies, where available, and the country where such articles, materials, or supplies were mined, produced, or manufactured;
 - (C) if any articles, materials, or supplies were acquired from entities that mine, produce, or manufacture such articles, materials, or supplies outside the United States due to an exception (that is not the micro-purchase threshold exception described under section 8302(a)(2)(C) of title 41, United States Code), the specific exception that was used to purchase such articles, materials, or supplies; and

(D) if any articles, materials, or supplies were acquired from entities that mine, produce, or manufacture such articles, materials, or supplies outside the United States pursuant to a reciprocal defense procurement memorandum of understanding (as described in section 8304 of title 41, United States Code), or a trade agreement or least developed country designation described in subpart 25.400 of the Federal Acquisition Regulation, a citation to such memorandum of understanding, trade agreement, or des-

(3) A description of the methods used by each Federal agency to calculate the percentage domestic content of articles, materials, and supplies mined, produced, or manufactured in

the United States.

(d) REVIEW OF RECIPROCAL DEFENSE AGREEMENTS.

(1) REVIEW OF PROCESS.—Not later than 180 days after the date of the enactment of this Act, the Made in America Director shall review the Department of Defense's use of reciprocal defense agreements to determine if domestic entities have equal and proportional access and report the findings of the review to the Director of the Office of Management and Budget, the Secretary of Defense, and the Secretary of State.

(2) REVIEW OF RECIPROCAL PROCUREMENT MEMORANDA OF

UNDERSTANDING.—The Made in America Director shall review reciprocal procurement memoranda of understanding entered into after the date of the enactment of this Act between the Department of Defense and its counterparts in foreign governments to assess whether domestic entities will have equal and proportional access under the memoranda of understanding and report the findings of the review to the Director of the Office of Management and Budget, the Secretary of Defense,

and the Secretary of State.

(e) REPORT ON USE OF MADE IN AMERICA LAWS.—The Made in America Director shall submit to the relevant congressional committees a summary of each report on the use of Made in America Laws received by the Made in America Director pursuant to section 11 of Executive Order 14005, dated January 25, 2021 (relating to ensuring the future is made in all of America by all of America's workers) not later than 90 days after the date of the enactment of this Act or receipt of the reports required under section 11 of such Executive Order, whichever is later.

(f) Domestic Preférence Statute Defined.—In this section, the term "domestic preference statute" means any of the following:
(1) the Buy American Act;
(2) a Buy America law (as that term is defined in section

70916(a));

(3) the Berry Amendment;

(4) section 604 of the American Recovery and Reinvestment Act of 2009 (6 U.S.C. 453b) (commonly referred to as the "Kissell amendment");

(5) section 2533b of title 10 (commonly referred to as the

(6) section 25350 of the 10 (commonly ferefred to as the "specialty metals clause");
(6) laws requiring domestic preference for maritime transport, including the Merchant Marine Act, 1920 (Public Law 66–261), commonly known as the "Jones Act"; and

(7) any other law, regulation, rule, or executive order relating to Federal financial assistance awards or Federal

procurement, that requires, or provides a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, construction material, and manufactured goods offered in the United States.

SEC. 70924. HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP ACTIVITIES.

(a) USE OF HOLLINGS MANUFACTURING EXTENSION PARTNERSHIP TO REFER NEW BUSINESSES TO CONTRACTING OPPORTUNITIES.—The head of each Federal agency shall work with the Director of the Head of each rederal agency shall work with the Director of the Hollings Manufacturing Extension Partnership, as necessary, to ensure businesses participating in this Partnership are aware of their contracting opportunities.

(b) AUTOMATIC ENROLLMENT IN GSA ADVANTAGE!.—The Administration and the Section of the General Services administration and the General Services adminis

retary of Commerce, acting through the Under Secretary of Commerce for Standards and Technology, shall jointly ensure that each business that participates in the Hollings Manufacturing Extension Partnership is automatically enrolled in General Services Administration Advantage!.

SEC. 70925. UNITED STATES OBLIGATIONS UNDER INTERNATIONAL

This part, and the amendments made by this part, shall be applied in a manner consistent with United States obligations under international agreements.

SEC. 70926. DEFINITIONS.

In this part:

(1) BERRY AMENDMENT.—The term "Berry Amendment" means section 2533a of title 10, United States Code.
(2) BUY AMERICAN ACT.—The term "Buy American Act" means chapter 83 of title 41, United States Code.

(3) FEDERAL AGENCY.—The term "Federal agency" has the meaning given the term "executive agency" in section 133 of title 41, United States Code.

(4) RELEVANT CONGRESSIONAL COMMITTEES.—The term "rel-

evant congressional committees" means—

(A) the Committee on Homeland Security and Governmental Affairs, the Committee on Commerce, Science, and Transportation, the Committee on Environment and Public Works, the Committee on Banking, Housing, and Urban Affairs, and the Committee on Armed Services of the Senate; and

(B) the Committee on Oversight and Reform, the Committee on Armed Services, and the Committee on Transpor-

tation and Infrastructure of the House of Representatives.

(5) WAIVER.—The term "waiver", with respect to the acquisition of an article, material, or supply for public use, means the inapplicability of chapter 83 of title 41, United States Code, to the acquisition by reason of any of the following

determinations under section 8302(a)(1) or 8303(b) of such title:

(A) A determination by the head of the Federal agency concerned that the acquisition is inconsistent with the

(B) A determination by the head of the Federal agency concerned that the cost of the acquisition is unreasonable.

(C) A determination by the head of the Federal agency concerned that the article, material, or supply is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

SEC. 70927. PROSPECTIVE AMENDMENTS TO INTERNAL CROSS-REF-

(a) Specialty Metals Clause Reference.—Section 70923(f)(5)

is amended by striking "section 2533b" and inserting "section 4863".

(b) Berry Amendment Reference.—Section 70926(1) is amended by striking "section 2533a" and inserting "section 4862".

(c) Effective Date.—The amendments made by this section

shall take effect on January 1, 2022.

Subtitle B—BuyAmerican.gov

SEC. 70931. SHORT TITLE.

This subtitle may be cited as the "BuyAmerican.gov Act of 2021".

SEC. 70932. DEFINITIONS.

In this subtitle:

- (1) BUY AMERICAN LAW.—The term "Buy American law" means any law, regulation, Executive order, or rule relating to Federal contracts, grants, or financial assistance that requires or provides a preference for the purchase or use of goods, products, or materials mined, produced, or manufactured in the United States, including
 - he United States, including—

 (A) chapter 83 of title 41, United States Code (commonly referred to as the "Buy American Act");

 (B) section 5323(j) of title 49, United States Code;
 (C) section 313 of title 23, United States Code;
 (D) section 50101 of title 49, United States Code;
 (E) section 24405 of title 49, United States Code;
 - (F) section 608 of the Federal Water Pollution Control Act (33 U.S.C. 1388);
 - (G) section 1452(a)(4) of the Safe Drinking Water Act
- (G) section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. 300j-12(a)(4));
 (H) section 5035 of the Water Resources Reform and Development Act of 2014 (33 U.S.C. 3914);
 (I) section 2533a of title 10, United States Code (commonly referred to as the "Berry Amendment"); and (J) section 2533b of title 10, United States Code.
 (2) EXECUTIVE AGENCY.—The term "executive agency" has the meaning given the term "agency" in paragraph (1) of section 3502 of title 44, United States Code, except that it does not include an independent regulatory agency, as that term is
- include an independent regulatory agency, as that term is defined in paragraph (5) of such section.

 (3) BUY AMERICAN WAIVER.—The term "Buy American waiver" refers to an exception to or waiver of any Buy American
- law, or the terms and conditions used by an agency in granting an exception to or waiver from Buy American laws.

SEC. 70933. SENSE OF CONGRESS ON BUYING AMERICAN.

It is the sense of Congress that-

- (1) every executive agency should maximize, through terms and conditions of Federal financial assistance awards and Federal procurements, the use of goods, products, and materials produced in the United States and contracts for outsourced government service contracts to be performed by United States
- (2) every executive agency should scrupulously monitor, enforce, and comply with Buy American laws, to the extent they apply, and minimize the use of waivers; and
 (3) every executive agency should use available data to

routinely audit its compliance with Buy American laws

SEC. 70934. ASSESSMENT OF IMPACT OF FREE TRADE AGREEMENTS.

Not later than 150 days after the date of the enactment of this Act, the Secretary of Commerce, the United States Trade Representative, and the Director of the Office of Management and Budget shall assess the impacts in a publicly available report of all United States free trade agreements, the World Trade Organiza-tion Agreement on Government Procurement, and Federal permitting processes on the operation of Buy American laws, including their impacts on the implementation of domestic procurement preferences.

SEC. 70935. JUDICIOUS USE OF WAIVERS.

- (a) IN GENERAL.—To the extent permitted by law, a Buy American waiver that is determined by an agency head or other relevant official to be in the public interest shall be construed to ensure the maximum utilization of goods, products, and materials produced in the United States.
- (b) PUBLIC INTEREST WAIVER DETERMINATIONS.—To the extent permitted by law, determination of public interest waivers shall be made by the head of the agency with the authority over the Federal financial assistance award or Federal procurement under consideration.

SEC. 70936. ESTABLISHMENT OF BUYAMERICAN.GOV WEBSITE.

- (a) In General.—Not later than one year after the date of the enactment of this Act, the Administrator of General Services shall establish an Internet website with the address BuyAmerican.gov that will be publicly available and free to access. The website shall include information on all waivers of and exceptions to Buy American laws since the date of the enactment of this Act that have been requested, are under consideration, or have been granted by executive agencies and be designed to enable manufacturers and other interested parties to easily identify waivers. The website shall also include the results of routine audits to determine data errors and Buy American law violations after the award of a contract. The website shall provide publicly available contact information for the relevant contracting agencies.

 (b) UTILIZATION OF EXISTING WEBSITE.—The requirements of
- subsection (a) may be met by utilizing an existing website, provided that the address of that website is BuyAmerican.gov.

SEC. 70937. WAIVER TRANSPARENCY AND STREAMLINING FOR CON-TRACTS.

(a) COLLECTION OF INFORMATION.—The Administrator of General Services, in consultation with the heads of relevant agencies, shall develop a mechanism to collect information on requests to

invoke a Buy American waiver for a Federal contract, utilizing existing reporting requirements whenever possible, for purposes of providing early notice of possible waivers via the website established under section 70936.

(b) WAIVER TRANSPARENCY AND STREAMLINING.-

(1) REQUIREMENT.—Prior to granting a request to waive a Buy American law, the head of an executive agency shall submit a request to invoke a Buy American waiver to the Administrator of General Services, and the Administrator of General Services shall make the request available on or through the artists of the state the public website established under section 70936 for public

comment for not less than 15 days.

(2) EXCEPTION.—The requirement under paragraph (1) does not apply to a request for a Buy American waiver to satisfy an urgent contracting need in an unforeseen and exigent cir-

(c) Information Available to the Executive Agency Con-CERNING THE REQUEST

(1) REQUIREMENT.—No Buy American waiver for purposes of awarding a contract may be granted if, in contravention of subsection (b)-

(A) information about the waiver was not made available on the website under section 70936; or

(B) no opportunity for public comment concerning the

request was granted.

(2) SCOPE.—Information made available to the public concerning the request included on the website described in section

70936 shall properly and adequately document and justify the statutory basis cited for the requested waiver. Such information shall include-

(A) a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States;

(B) for requests citing unreasonable cost as the statutory basis of the waiver, a comparison of the cost of the domestic product to the cost of the foreign product or a comparison of the overall cost of the project with domestic products to the overall cost of the project with foreignorigin products or services, pursuant to the requirements of the applicable Buy American law, except that publicly available cost comparison data may be provided in lieu of proprietary pricing information;

(C) for requests citing the public interest as the statutory basis for the waiver, a detailed written statement, which shall include all appropriate factors, such as potential obligations under international agreements, justifying

why the requested waiver is in the public interest; and (D) a certification that the procurement official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary

communications with the prime contractor.

(d) Nonavaillability Waivers.—

(1) In General.—Except as provided under paragraph (2), for a request citing nonavailability as the statutory basis for a Buy American waiver, an executive agency shall provide an explanation of the procurement official's efforts to procure

a product from a domestic source and the reasons why a domestic product was not available from a domestic source. Those explanations shall be made available on explanations shall be made available BuyAmerican.gov prior to the issuance of the waiver, and the agency shall consider public comments regarding the availability of the product before making a final determination.

(2) EXCEPTION.—An explanation under paragraph (1) is not required for a product the nonavailability of which is established by law or regulation.

SEC. 70938. COMPTROLLER GENERAL REPORT.

Not later than two years after the date of the enactment of this Act, the Comptroller General of the United States shall submit to Congress a report describing the implementation of this subtitle, including recommendations for any legislation to improve the collection and reporting of information regarding waivers of and exceptions to Buy American laws.

SEC. 70939. BULES OF CONSTRUCTION.

(a) DISCLOSURE REQUIREMENTS.—Nothing in this subtitle shall be construed as preempting, superseding, or otherwise affecting the application of any disclosure requirement or requirements other-

wise provided by law or regulation.

(b) ESTABLISHMENT OF SUCCESSOR INFORMATION SYSTEMS.—
Nothing in this subtitle shall be construed as preventing or otherwise limiting the ability of the Administrator of General Services to move the data required to be included on the website established under subsection (a) to a successor information system. Any such information system shall include a reference to BuyAmerican.gov.

SEC. 70940. CONSISTENCY WITH INTERNATIONAL AGREEMENTS.

This subtitle shall be applied in a manner consistent with United States obligations under international agreements. $\label{eq:constraint}$

SEC. 70941. PROSPECTIVE AMENDMENTS TO INTERNAL CROSS-REF-ERENCES.

(a) IN GENERAL.—Section 70932(1) is amended—

(1) in subparagraph (I), by striking "section 2533a" and inserting "section 4862"; and
(2) in subparagraph (J), by striking "section 2533b" and inserting "section 4863".
(b) Effective Date.—The amendments made by subsection

(a) shall take effect on January 1, 2022.

Subtitle C-Make PPE in America

SEC. 70951. SHORT TITLE.

This subtitle may be cited as the "Make PPE in America Act".

SEC. 70952. FINDINGS.

Congress makes the following findings: (1) The COVID-19 pandemic has exposed the vulnerability of the United States supply chains for, and lack of domestic production of, personal protective equipment (PPE).

(2) The United States requires a robust, secure, and wholly domestic PPE supply chain to safeguard public health and national security.

(3) Issuing a strategy that provides the government's anticipated needs over the next three years will enable suppliers to assess what changes, if any, are needed in their manufacturing capacity to meet expected demands.

(4) In order to foster a domestic PPE supply chain, United States industry needs a strong and consistent demand signal from the Federal Government providing the necessary certainty to expend production consists in the United States. to expand production capacity investment in the United States.

(5) In order to effectively incentivize investment in the United States and the re-shoring of manufacturing, long-term contracts must be no shorter than three years in duration.

(6) To accomplish this aim, the United States should seek

to ensure compliance with its international obligations, such as its commitments under the World Trade Organization's Agreement on Government Procurement and its free trade agreements, including by invoking any relevant exceptions to those agreements, especially those related to national security and public health.

(7) The United States needs a long-term investment strategy for the domestic production of PPE items critical to the United States national response to a public health crisis, including the COVID-19 pandemic.

SEC. 70953. REQUIREMENT OF LONG-TERM CONTRACTS FOR DOMESTI-CALLY MANUFACTURED PERSONAL PROTECTIVE EQUIP-MENT.

(a) Definitions.—In this section:
(1) Appropriate congressional committees.—The term "appropriate congressional committees" means—

(A) the Committee on Homeland Security and Governmental Affairs, the Committee on Health, Education, Labor, and Pensions, the Committee on Finance, and the Committee on Veterans' Affairs of the Senate; and

(B) the Committee on Homeland Security, the Committee on Homeland Security and Committee on Health, Education, Labor, and the Committee on Homeland Security and Committee on Homeland Security and Committee on Health, Labor, and the Labor

mittee on Oversight and Reform, the Committee on Energy and Commerce, the Committee on Ways and Means, and the Committee on Veterans' Affairs of the House of Representatives.

(2) COVERED SECRETARY.—The term "covered Secretary" means the Secretary of Homeland Security, the Secretary of Health and Human Services, and the Secretary of Veterans

Affairs.

(3) PERSONAL PROTECTIVE EQUIPMENT.—The term "personal protective equipment" means surgical masks, respirator masks and powered air purifying respirators and required filters, face shields and protective eyewear, gloves, disposable and reusable surgical and isolation gowns, head and foot coverings, and other gear or clothing used to protect an individual from the transmission of disease. transmission of disease.

(4) UNITED STATES.—The term "United States" means the 50 States, the District of Columbia, and the possessions of the United States.

(b) Contract Requirements for Domestic Production.-Beginning 90 days after the date of the enactment of this Act,

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in order to ensure the sustainment and expansion of personal protective equipment manufacturing in the United States and meet the needs of the current pandemic response, any contract for the procurement of personal protective equipment entered into by a covered Secretary, or a covered Secretary's designee, shall—

(1) be issued for a duration of at least 2 years, plus all

option periods necessary, to incentivize investment in the production of personal protective equipment and the materials and components thereof in the United States; and

(2) be for personal protective equipment, including the

materials and components thereof, that is grown, reprocessed, reused, or produced in the United States.
(c) ALTERNATIVES TO DOMESTIC PRODUCTION.—The requirement under subsection (b) shall not apply to an item of personal protective equipment, or component or material thereof if, after maximizing to the extent feasible sources consistent with subsection (b), the covered Secretary-

(1) maximizes sources for personal protective equipment that is assembled outside the United States containing only materials and components that are grown, reprocessed, reused, or produced in the United States; and

(2) certifies every 120 days that it is necessary to procure personal protective equipment under alternative procedures to respond to the immediate needs of a public health emergency. (d) Availability Exception.—

(1) In general.—Subsections (b) and (c) shall not apply

to an item of personal protective equipment, or component or material thereof—

(A) that is, or that includes, a material listed in section 25.104 of the Federal Acquisition Regulation as one for which a non-availability determination has been made; or

- (B) as to which the covered Secretary determines that a sufficient quantity of a satisfactory quality that is grown, reprocessed, reused, or produced in the United States cannot be procured as, and when, needed at United States market prices.
- (2) CERTIFICATION REQUIREMENT.—The covered Secretary shall certify every 120 days that the exception under paragraph (1) is necessary to meet the immediate needs of a public health emergency.
- (e) REPORT.-(1) IN GENERAL.—Not later than 180 days after the date of the enactment of this Act, the Director of the Office of Management and Budget, in consultation with the covered Secretaries, shall submit to the chairs and ranking members of the appropriate congressional committees a report on the procurement of personal protective equipment.

(2) ELEMENTS.—The report required under paragraph (1) shall include the following elements:

(A) The United States long-term domestic procurement strategy for PPE produced in the United States, including strategies to incentivize investment in and maintain United States supply chains for all PPE sufficient to meet the needs of the United States during a public health emer-

(B) An estimate of long-term demand quantities for all PPE items procured by the United States.

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(C) Recommendations for congressional action required to implement the United States Government's procurement

strategy.
(D) A determination whether all notifications, amendments, and other necessary actions have been completed to bring the United States existing international obligations into conformity with the statutory requirements of this subtitle.

(f) AUTHORIZATION OF TRANSFER OF EQUIPMENT.-

(1) IN GENERAL.—A covered Secretary may transfer to the Strategic National Stockpile established under section 319F–2 of the Public Health Service Act (42 U.S.C. 247d–6b) any excess personal protective equipment acquired under a contract executed pursuant to subsection (b).

(2) Transfer of Equipment during a public health

EMERGENCY.

RGENCY.—

(A) AMENDMENT.—Title V of the Homeland Security
Act of 2002 (6 U.S.C. 311 et seq.) is amended by adding at the end the following:

"SEC. 529. TRANSFER OF EQUIPMENT DURING A PUBLIC HEALTH EMERGENCY.

"(a) Authorization of Transfer of Equipment.—During a public health emergency declared by the Secretary of Health and Human Services under section 319(a) of the Public Health Service Act (42 U.S.C. 247d(a)), the Secretary, at the request of the Secretary of Health and Human Services, may transfer to the Department of Health and Human Services, on a reimbursable basis, excess personal protective equipment or medically necessary equipment in the possession of the Department.

"(b) DETERMINATION BY SECRETARIES.—

"(1) IN GENERAL.—In carrying out this section—
"(A) before requesting a transfer under subsection (a), the Secretary of Health and Human Services shall determine whether the personal protective equipment or medically necessary equipment is otherwise available; and "(B) before initiating a transfer under subsection (a),

the Secretary, in consultation with the heads of each compo-

nent within the Department, shall-

"(i) determine whether the personal protective equipment or medically necessary equipment requested to be transferred under subsection (a) is excess equipment; and

"(ii) certify that the transfer of the personal protective equipment or medically necessary equipment will not adversely impact the health or safety of officers,

employees, or contractors of the Department.

"(2) NOTIFICATION.—The Secretary of Health and Human Services and the Secretary shall each submit to Congress a notification explaining the determination made under subparagraphs (A) and (B), respectively, of paragraph (1).

"(3) REQUIRED INVENTORY.—

"(A) IN GENERAL.—The Secretary shall—

"(i) acting through the Chief Medical Officer of the Department, maintain an inventory of all personal protective equipment and medically necessary equipment in the possession of the Department; and

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"(ii) make the inventory required under clause (i) available, on a continual basis, to—
"(I) the Secretary of Health and Human Serv-

ices; and

"(II) the Committee on Appropriations and the Committee on Homeland Security and Governmental Affairs of the Senate and the Committee on Appropriations and the Committee on Appropriations and the Committee on Homeland Security of the House of Representatives.

"(B) FORM.—Each inventory required to be made available under subparagraph (A) shall be submitted in unclassified form, but may include a classified annex.".

(B) TABLE OF CONTENTS AMENDMENT.—The table of contents in section 1(b) of the Homeland Security Act of 2002 (Public Law 107–296; 116 Stat. 2135) is amended by inserting after the item relating to section 528 the following: following:

"Sec. 529. Transfer of equipment during a public health emergency.".

(3) STRATEGIC NATIONAL STOCKPILE.—Section 319F-2(a) of the Public Health Service Act (42 U.S.C. 247d-6b(a)) is amended by adding at the end the following:

"(6) TRANSFERS OF ITEMS.—The Secretary, in coordination

with the Secretary of Homeland Security, may sell drugs, vaccines and other biological products, medical devices, or other supplies maintained in the stockpile under paragraph (1) to a Federal agency or private, nonprofit, State, local, tribal, or territorial entity for immediate use and distribution, provided that our web items being acid one. that any such items being sold are-

that any such items being sold are—

"(A) within I year of their expiration date; or

"(B) determined by the Secretary to no longer be
needed in the stockpile due to advances in medical or
technical capabilities.".

(g) COMPLIANCE WITH INTERNATIONAL AGREEMENTS.—The
President or the President's designee shall take all necessary steps,
including invoking the rights of the United States under Article
III of the World Trade Organization's Agreement on Government
Procurement and the relevant exceptions of other relevant agreements to which the United States is a party, to ensure that the
international obligations of the United States are consistent with
the provisions of this subtitle. the provisions of this subtitle.

TITLE X—ASSET CONCESSIONS

SEC. 71001. ASSET CONCESSIONS.

(a) Establishment of Program.-

(1) IN GENERAL—Chapter 6 of title 23, United States Code, is amended by adding at the end the following:

"§ 611. Asset concessions and innovative finance assistance

"(a) DEFINITIONS.—In this section:

"(1) APPROVED INFRASTRUCTURE ASSET.—The term 'approved infrastructure asset' means—

"(A) a project (as defined in section 601(a)); and

"(B) a group of projects (as defined in section 601(a))

considered together in a single asset concession or longterm lease to a concessionaire by 1 or more eligible entities.

Attachment 3

RP-1 DISINFECTION IMPROVEMENTS CONTRACT

1.	0	CON.	TRA	CT
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THIS CONTRA	ACT, made and entered into this <u>20</u> day of <u>April</u>	, 20 <u>22_</u> , by
and between _	Innovative Construction Solutions	, hereinafter
referred to as	"CONTRACTOR," and The Inland Empire Utilities A	gency, a
Municipal Wat	er District, located in San Bernardino County, Califo	rnia, hereinafte
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 <u>RP-1 Disinfection</u> <u>Improvements Project No. EN11039</u>, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- **B.** For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- **C.** That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C Bid Forms and accepted by IEUA, and set forth in this below.

Total Bio	d Price \$	Eight Million	Five Hundred	Seventy-Five	Thousand	Dollars
						-
and	Zer	0		Cents.		

If this is not a lump sum bid and the Contract Price is dependent upon the quantities constructed, IEUA will pay and said CONTRACTOR shall receive, in full compensation for the Work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

- **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 <u>five hundred fifty (550)</u> 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 General Manager	Ву	
	Title	

^{*} A Municipal Water District

ACTION ITEM 2D



Date: April 20, 2022

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

Committee: Engineering, Operations & Water Resources 04/13/22

Finance & Administration 04/13/22

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-5 Solids Handling Facility Future Uses Consultant Contract Amendment

Executive Summary:

The Regional Water Recycling Plant No. 5 (RP-5) Solids Handling Facility (SHF) was operated by the Inland Empire Utilities Agency (IEUA) from 2001 to 2009 for recycling dairy manure and generating biogas. In 2010, IEUA entered into a Lease Agreement with Environ Strategy Consultants (later transferred to Inland BioEnergy), which utilized the facility for digestion of primarily food wastes with minor dairy manure for biogas/power generation. This Lease Agreement expired in April 2019, and the SHF has been idle since then. However, multiple private ventures expressed interest in utilizing the SHF for organic processing and other means. In July 2020, IEUA retained GHD to develop a Business Case Evaluation for future use of the SHF. GHD developed nine alternatives which focused on either organics processing facilities or logistics hubs. Findings were presented to the Board in June 2021. Currently, IEUA is preparing a Request for Proposals (RFP) from private ventures for potential utilization of the SHF. To cover the cost of the RFP work and maintain continuity and cost-effectiveness, IEUA requested a contract amendment proposal from GHD, which came in the amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase). The scope includes RFP preparation, meetings, and proposal evaluation. Staff also requests a budget transfer from EN17043 to EN20034 in the amount of \$300,000 to cover GHD's contract amendment and staff costs.

Staff's Recommendation:

- 1. Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future Uses RFP, Project No. EN20034.03, to GHD Inc. for a not-to-exceed amount of \$123,600, increasing the contract from \$148,865 to \$272,465 (83% increase);
- 2. Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the RO/10800 Fund; and 3. Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.

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

Account/Project Name:

EN17043/RP-4 Primary Clarifier Rehab

EN20034/RP-5 Solid Handling Facility Future Uses Project

Fiscal Impact (explain if not budgeted):

If approved, the total project and FY 2021/22 budget in the amount of \$300,000 will transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034 (O&M), in the Regional Operations and Maintenance (10800/RO) Fund.

Full account coding (internal AP purposes only): 1000 - 127154 - 10800 - 590000 Project No.: EN17043/EN20034

Prior Board Action:

In December 2021, staff updated the Board of Directors on the progress of the RFP. In July 2021, the Board of Directors acknowledged the Business Case Evaluation conclusion that the preferred alternative at that time, was idle assets and land, use the SHF site for the RP-5 Expansion Project and continue to reach out to interested parties.

On July 15, 2020, the Board of Directors approved a consultant contract award to GHD Inc. in the amount of \$148,865.

Environmental Determination:

Statutory Exemption

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

Business Goal:

The RP-5 Solids Handling Facility Future Uses Evaluation Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Amendment

Board-Rec No.: 22076

Attachment 1





Project Location and Site Layout





Project Background

- RP-5 Solids Handling Facility (SHF) idle since April 2019
- Partially utilized for the RP-5 Expansion Contractor Laydown and Parking
- GHD Inc. completed SHF Future Uses Evaluation report in October 2021
- Need to prepare a Request for Proposals (RFP) for private ventures engagement and site utilization
- Potential land use, half site or full site
 - 20-year lease or 50-year lease
 - Organics Processing
 - —Logistics Hub



Solids Handling Facility Overview





- For continuity, amend GHD's contract
- Most cost effective approach
- Consultant Scope:
 - —Evaluate third-party firms' interest
 - Collaboration and strategic framing workshop
 - —RFP document development
 - Support with permitting and external stakeholder discussion
 - Receive and evaluate proposals





Solids Handling Facility Partial Views

Project Budget and Schedule



Description	Estimated Cost
Consulting Services – Evaluation/RFP	\$522,465
Original Consultant Contract	\$148,865
Consultant Contract Amendment (this action)	\$123,600
IEUA Staff (Actual)	\$100,000
IEUA Staff (future)	\$150,000
Total Project Cost:	\$522,465
Total Current Project Budget (parent):	\$250,000
Budget Transfer Request (this action)*:	\$300,000
Revised Budget:	\$550,000

Project Milestone	Date		
Evaluation			
Consultant Contract Award	July 2020		
Evaluation Report Completion	Oct 2021		
Consultant Contract Amendment	April 2022		
RFP Completion	Dec 2022		
Private Venture Contract			
Advertise RFP	Jan 2023		
Private Venture Contract Award	Aug 2023		

^{*}Budget increase from Regional Operations and Maintenance Fund (10800)





- Approve a consultant contract amendment for the RP-5 Solids Handling Facility Future
 Uses RFP, Project No. EN20034.03, to GHD Inc. for a not-to-exceed amount of \$123,600,
 increasing the contract from \$148,865 to \$272,465 (83% increase);
- Approve a total project budget and FY 2021/22 budget transfer from the RP-4 Primary Clarifier Rehab, Project No. EN17043 (Capital), to the RP-5 Solids Handling Facility Future Uses, Project No. EN20034.03 (O&M), in the amount of \$300,000 in the Regional Operations and Maintenance (RO) Fund; and
- Authorize the General Manager to execute the contract amendment and budget transfer, subject to non-substantive changes.

The RP-5 SHF Future Uses Project is consistent with *IEUA's Business Goal of Wastewater Management*, specifically the Asset Management and Water Quality objectives, that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2



CONTRACT AMENDMENT NUMBER: 4600002924-002 FOR

ENGINEERING CONSULTING SERVICES FOR RP-5 SOLIDS HANDLING FACILITY FUTURE USES EVALUATION

AMENDMENT NUMBER TWO by and between the Inland Empexisting in the County of San Ber (hereinafter referred to as "IEU/California (hereinafter referred to	pire Utilities <i>i</i> rnardino unde A" and "Ager	Agency, a Municipal Wate er and by virtue of the laws ncy") and GHD, Inc., with	er District, organized and s of the State of California offices located in Irvine,
REVISE SECTION 4, SCOPE READ: Consultant shall provide Proposal, which is attached here part hereof.	ide the addit	ional consulting services	outlined in Consultant's
REVISE SECTION 5, TERM O	F CONTRAC	CT AND OPTION, ADDIN	IG A PARAGRAPH, TO
READ: With the execution of date of this Contract shall be extended to writing, and amended in this Contract shall be extended in the contrac	ended to June		
REVISE SECTION 6, PAYMEN	T. INVOICING	AND COMPENSATION	L TO READ: As
compensation for the additional consultant a <i>not-to-exceed ma</i> hereunder. This includes an add herein, attached hereto, and made	work to be pe ximum \$272 itional \$123,6	erformed under this Contra 464.50.00 for all work sati 600.00 in accordance with	ct, Agency shall pay sfactorily provided
ALL OTHER PROVISIONS OF T	HIS CONTRA	ACT REMAIN UNCHANGI	ED
The parties hereto have mutually in doing so have caused this docu			
INLAND EMPIRE UTILITIES AG *A MUNICIPAL WATER DISTRICT	ENCY:	GHD, INC.:	
		DocuSigned by:	
		Simon kaye	3/7/2022
Shivaji Deshmukh	(Date)	Simon Kaye	(Date)
General Manager	•	Senior Vice President	, ,

Exhibit A

320 Goddard Way Suite 200 Irvine CA 92618 USA www.ghd.com



4 February 2022

Mr. Travis Sprague, PE
Principal Engineer
Mr. Jamal Zughbi, PE
Senior Engineer/Project Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, California 91708

Re: IEUA RP-5 SHF RFP Development

Dear Mr. Sprague and Mr. Zughbi,

We are pleased to provide Inland Empire Utilities Agency (IEUA) with this proposal for leading the development and drafting of the RP-5 SHF Request for Proposal (RFP) document.

GHD's approach will include strategic framing workshops, RFP document drafting, and review meetings with IEUA to ensure the process is a joint effort that captures IEUA's requirements and delivers a document that will result in submittal proposals/meaningful responses from interested bidders and IEUA's selection of the most responsive solution for best use of the site.

GHD will support the IEUA as it liaises with permitting agencies and local stakeholders on matters related to the SHF site development options. These matters will be evaluated in parallel with development of the RFP, and where applicable, outcomes will be incorporated into the RFP document. GHD will also provide procurement support after the release of the RFP including responding to RFIs and assistance with evaluation of submissions. This proposal also includes an allowance for workshops and presentations with the IEUA's Board of Directors.

This letter proposal provides the scope, schedule, team members and commercial terms for our professional services. We have provided an estimated fee budget on a time & material basis.

1. Scope of Services

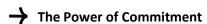
GHD's methodology consists of the following Tasks:

- 1. Project management
- 2. Collaboration and strategic framing workshops
- 3. RFP document development
- 4. Support with permitting and local external stakeholder discussions
- 5. Procurement support post RFP release including evaluation of proposals
- Optional Board workshops and presentations

1.1 Task 1 – Project Management

This task includes all the project management effort required by IEUA to effectively manage the delivery of work under this proposal. It comprises administrative work, invoicing, kick-off meeting, and biweekly progress review meetings.

GHD will organize bi-weekly meetings with IEUA to review the RFP development progress and ensure it is in-line with IEUA's expectations and requirements. This will allow GHD to continuously adjust its efforts to satisfy IEUA's needs and keep project progress.



Nikhil Khurana will lead the project from GHD and coordinate the biweekly meetings, supported by a core team consisting of Kim Domptail, Jamal Awad, and Hector Ruiz and other GHD technical as needed. Attendance of the IEUA Project Manager is required, alongside other IEUA staff as deemed appropriate.

1.2 Task 2 – Collaboration Workshops

GHD will facilitate up to six 1-hour workshops with IEUA (with flexibility to amend duration / length of meetings as needed).

The intent of these workshops is to clarify constraints and develop an agreed strategy for several development aspects that will inform what information is presented within the RFP document, and what information is solicited from RFP respondees. In some cases, individual issues may require multiple workshops to resolve, and in some cases uncertainty will be unavoidable and must be appropriately built in to the RFP document. Alignment on these matters is key.

Key items to clarify are:

- Priority goals and objectives for IEUA in launching this RFP
- Number and types of options solicited in RFP e.g. we understand IEUA is considering 2 options: organics processing or logistics hub as a proposed development
- Timing of availability of portions of the SHF site
- IEUA's energy demand at RP-5 and possibility to accept outputs (e.g. energy, digestate)
- Permitting requirements and constraints, addressed by IEUA Planning Department
- Evaluation framework and criteria that IEUA will use to assess RFP responses
- IEUA's legal requirements and constraints in the RFP process to comply with Procurement regulations, as advised by IEUA Legal Counsel

It is intended that these workshops occur within the first 3 to 4 months from project commencement. Attendance of key stakeholders and representatives from IEUA is required for the success of these workshops, including but not limited to, IEUA's Project Manager, Procurement Manager, and Investment Sponsor. GHD will work with IEUA's Project Manager to develop specific agendas and lists of attendees for each workshop.

1.3 Task 3 – RFP Development

GHD will develop the RFP document in parallel with Task 2. As workshops are completed, GHD will have a better understanding of the procurement technical requirements and guidelines that will allow us to draft the document in a concise and clear manner. The aim here is to consider all of IEUA's, and their stakeholders', requirements and be able to articulate them clearly to the respondees to avoid potential misunderstanding or uncertainty, and thereby reduce resource burden during the RFP Q&A phase and evaluating the proposals received by IEUA.

It is only with completion of the workshops that GHD will be able to issue a draft RFP document.

Key Assumptions, Limitations and Exclusions:

- IEUA is responsible for providing legal counsel and review of the document and ensuring the RFP complies with IEUA procurement guidelines and constraints.
- IEUA is responsible for providing language in the RFP that dictates the RFP solicitation process and IEUA requirements
- Final document will be IEUA branded RFP. GHD will provide all technical scope and solicitation sections for this document.
- GHD has allowed for 3 rounds of review with IEUA to finalize the RFP document after completion of all tasks and ensure that the overall flow of the document is logical and unambiguous.

1.4 Task 4 – Permitting and External stakeholder Support

GHD will support IEUA with discussions and negotiations with the City of Chino, SCAQMD, SAWPA and other various permitting agencies and stakeholders. These will occur in parallel with the RFP development and as required.

1.5 Task 5 – Procurement support post RFP release

GHD will support IEUA post RFP release by:

- Addressing and responding to RFIs sent by bidders, with IEUA support. GHD will coordinate responses during this RFI stage.
- Assist IEUA with evaluating and assessing received proposals. As part of proposals evaluation, GHD will engage in collaborative dialogue with bidders as needed and required. GHD will develop and populate an evaluation matrix based on the evaluation criteria determined during Tasks 2 and 3. GHD will collaborate with IEUA to complete the poposal evaluations and make recommendations for consideration by IEUA.

1.6 Task 6 – (Optional) Board workshops and presentations

This is an optional task for GHD support to prepare and join IEUA staff in presentations or workshops with the IEUA Board related to the procurement process and final recommendations, as needed and requested. These services will be on Time & Material basis. Our fee estimate includes an initial allowance for this task, though actual level of support may be higher or lower than the amount nominated.

2. Schedule

GHD understands that collaboration with permitting agencies and other stakeholders can encompass a significant amount of time, however it is IEUA's goal to to release the RFP and receive proposals by the end of 2022 or early 2023. GHD's proposed level of effort is based on this goal, allows time for internal IEUA reviews, approvals, and processing of the RFP.

Our 12-month schedule to complete the outlined scope, assuming commencement in the first week of February. Required interactions and milestones for completion within the proposed timeline are listed below. Work on the RFP development will commence upon receipt of notice to proceed from IEUA. We are more than happy to further discuss and confirm the proposed timeframe.

- Kick-off: Immediately and at your convenience following acceptance and execution of a task order for this scope.
- Workshop sessions: Expected to be completed by June 2022, however additional meetings, information, and findings from permitting agencies and stakeholders may extend final draft through end of 2022.
- Final RFP deliverable: end of 2022.

3. Team and Key Personnel

GHD is pleased to provide IEUA with continuity from the SHF Future Uses Evaluation project. A team that brings the requisite experience, knowledge, and skills to provide these services (bios or resumes are available as requested):

- Hector Ruiz Project Director, QA/QC
- Nikhil Khurana Project Manager
- Kim Domptail Technical Lead
- Jamal Awad Project Advisor

Resources

- Jean Hanna RFP Support/Commercial Lead
- Patrick Young Market/Developer Analysis/Commercial Advisor
- Mike Muffels Technical Advisor
- Michael Cant Technical Advisor

Nikhil Khurana will be responsible for day-to-day delivery and coordination of the RFP Development. He was lead analyst for the business case evaluation of the SHF site and, along with Kim Domptail and Hector Ruiz, are intimately familiar with the site characteristics, constraints and uncertainties. They will be supported by Jean Hanna who provides a wealth of experience in procurement from his experience developing RFP documents for public agencies. Kim Domptail and Hector Ruiz will be closely involved with the RFP development and provide commercial and technical inputs that will be reflected in the final RFP documentation.

Mike Muffels and Michael Cant will provide insights from their experiences writing and responding to a number of RFPs for similar proejcts and assets across the US and Canada. Patrick Young will provide insights from the perspective of developers responding to the RFP documentation.

4. Professional Fees

GHD is happy to provide our proposed professional fees for this scope on a time & material basis, based on the schedule of rates agreed on with IEUA.

The budget estimate is provided as follows:

Task	Hours	Budget estimate (USD)
1. Project Management	61	\$12,500
2. Collaboration Workshops	111	\$24,500
3. RFP Development	220	\$45,000
4. Permitting and External Stakeholder Support	84	\$18,000
5. Procurement Support- Post RFP Release	82	\$17,600
Total		\$117,600
6. (Optional) Board Workshops & Presentations (Allowance)	27	\$6,000
Total Including Optional Item		\$123,600

Our professional fees exclude relevant taxes. They also exclude any expenses which are not anticipated given the desktop nature of this assessment. Should any work outside the scope listed be requested, a scope change will be agreed through mutual discussion.

5. Commercial Terms

GHD is requesting an authorization of **\$123,600** for the above referenced work, including the optional scope, Task 6. GHD suggests that the services will be billed on a Time and Materials basis, as an amendment to the current contract used to execute the Business Case Evaluation for the RP-5 SHF site future uses.

6. Closure

Thank you for inviting GHD to provide this proposal for this important undertaking for IEUA. We trust it meets your requirements. Please do not hesitate to contact the undersigned on the details below if you have any questions or clarifications.

Sincerely,

Nikhil Khurana

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INFORMATION ITEM 3A



Date: April 20, 2022

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

Committee: Finance & Administration 04/13/22

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: FY 2022/23 Proposed Budget Amendment for Regional Wastewater and Recycled

Water Programs

Executive Summary:

On June 16, 2021 the Board of Directors approved the Agency's Biennial Budget for fiscal years (FYs) 2021/22 and 2022/23 and Ten Year Forecast (formerly called Ten Year Capital Improvement Plan) for FYs 2022-2031. As part of the biennial budget cycle, a review of the second budget year is done prior to the end of the first year to determine whether any adjustments are needed to meet changes in certain assumptions or conditions.

For the Regional Wastewater and Recycled Water programs, the Agency is projecting to spend an additional \$9.0 million over the FY 2022/23 adopted budget. The increase is primarily due to changes in non-capital projects in the Ten Year Capital Improvement Plan and additional chemical costs reflecting current inflationary trends. Offsetting the additional expense is an increase in sources of funds of \$77.0 million primarily due to federal and state loans secured after the adoption of the biennial budget, and property tax receipts growth. If revenues and expenses occur as planned in the FY 2022/23 amended budget it is estimated that combined fund reserves will increase for these funds will increase by \$11.8 million.

The proposed amended budget will be presented to the Regional Committees in April/May.

Staff's Recommendation:

This is an informational item.

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

Fiscal Impact (explain if not budgeted):

If revenues and expenses occur as planned, total fund reserves for the Regional Wastewater and Recycled Water programs are estimated to be \$264.6 million at the end of FY 2022/23; an increase of approximately \$11.8 million from total projected fund reserves of \$252.8 million.

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

Prior Board Action:

On June 16, 2021, the Board of Directors approved the Agency's biennial budget for FYs 2021/22 and 2022/23.

Environmental Determination:

Not Applicable

Business Goal:

The information item about the proposed amendment to the FY 2022/23 Adopted Budget for the Agency's programs is consistent with the IEUA Business Goals of Fiscal Responsibility, Water Reliability, Wastewater Management, Environmental Stewardship, and Business Practices to optimize investment earnings.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Board-Rec No.: 22088



Background

Subject: Fiscal Year 2022/23 Proposed Budget Amendment for the Regional Wastewater and Recycled Water Programs

Fiscal Year 2022/2023 Proposed Budget Amendments

On June 16, 2021, the Board of Directors approved the Agency's Biennial Budget for fiscal years (FYs) 2021/22 and 2022/23, and Ten-Year Capital Improvement Plan (TYCIP) for FYs 2022-2031. As part of the biennial budget cycle, a review of the second budget year is done at the end of the first year to determine whether any adjustments are needed to meet changes in certain assumptions or conditions. Summarized below are the proposed amendments recommended for FY 2022/23 total Sources and Uses of funds.

Table 1: FY 2022/23 Proposed Budget Amendments (\$Millions)
Regional Wastewater and Recycled Water Programs

Consolidated FY 2022/23	Adopted	Proposed	Amendment Amount
Sources of funds	\$240.9	\$317.9	\$77.0
Uses of funds	(\$297.1)	(\$306.1)	\$9.0
Increase (Decrease) in Net Position	(\$56.2)	\$11.8	\$68.0

TOTAL SOURCES OF FUNDS

The \$77.0 million increase to Sources of Funds is due to changes in the assumptions reflecting an increase in proceeds from federal and state loans, grants, user charges, property tax, cost reimbursements, and interest earnings. The distribution by major category of the proposed Sources of Funds is shown below in Table 2.

Table 2: FY 2022/23 Proposed Amendment to Sources of Funds (\$Millions)
Regional Wastewater and Recycled Water Programs

regional waste water and reception water ringrams				
Sources of Funds	Adopted	Proposed	Amendment Amount	
User Charges	\$76.2	\$77.4	\$1.2	
Federal and State Loans	44.7	98.5	53.8	
Property Tax	53.8	68.1	14.3	
Connection Fees	39.0	39.0	0.0	
Recycled Water Sales	17.6	17.6	0.0	
Grants	0.3	6.6	6.3	
Cost Reimbursements	4.7	4.8	0.1	
*Other Sources	4.6	5.9	1.3	
Total	\$240.9	\$317.9	\$77.0	

^{*}Other Sources includes inter-fund loan receipts, capital contract cost reimbursements, interest income, and miscellaneous revenue.

User Charges: The increase in \$1.2 million in user charges is due to higher projected monthly EDUs and a proposed escalation of the monthly EDU rate of 3% for FY 2022/23. All the proposed FY 2022/23 rates and fees are represented in table 5.

Property Tax: Projected property tax increases by \$14.2 million, as a result of updated growth assumptions and the revised method applied by San Bernardino County to allocate the property taxes associated with the dissolution of Redevelopment Agencies. The allocation criteria for property taxes received by the Agency remains the same as the adopted in the biennial budget for FY 2021/22-2022/23, as reflected in table 3 below.

Table 3: Proposed Property Tax Allocation

Fund	FY 2022/23
Regional Wastewater Capital	65%
Regional Wastewater Operations	23%
Recycled Water	4%
Administrative Services	4.5%
Water Resources	3.5%

State Loans and Grants: The increase of \$60 million is the result of securing additional funding from the U.S. Environmental Protection Agency (EPA) and the State Water Resources Control Board (SWRCB). The Agency has secured through EPA a second Water Infrastructure Finance Innovation Act (WIFIA) loan to support the RP-5 Expansion and Solids Handling Facility and other projects in the Regional Wastewater program. Additional State Revolving Fund Loans for SWRCB will complete the funding for the RP-5 Expansion and Solids Handling Facility, Carbon Canyon Asset Management and Improvements, various recycled water projects, and RP-1 Thickening Building projects.

TOTAL USES OF FUNDS

The \$9.0 million change in total Uses of Funds is primarily due to an increase in projected capital and non-capital project expenditures, as reflection of the current inflationary trends. The table below provides a summary by category.

Table 4: FY 2022/23 Proposed Amendments to Uses of Funds (\$Millions)
Regional Wastewater and Recycled Water Programs

Uses of Funds	Adopted	Proposed	Amendment Amount
Capital Projects	\$170.4	\$171.3	\$0.9
Operations & Administration	96.9	103.1	6.2
Debt Service	22.7	22.6	(0.1)
Inter-Fund Transfers	7.1	9.1	2.0
Total	\$297.1	\$306.1	\$9.0

Operations & Administration: An increase of expenditures for operations & administration is primarily due to non-capital project cost increases and inflationary increases for chemicals. The non-capital project increase can be attributed to continuing work on the TCE Plume Cleanup projects, basin and reservoir maintenance, and lift station improvement projects. Amendments to non-capital project costs are reflected at the latest Ten-Year Forecast (TYF) report.

Capital Projects: Increase is primarily due to changes in project scope and project execution timelines. Amendments to capital project costs are reflected at the latest Ten-Year Forecast (TYF) report.

Inter-fund Transfers: The increase is due to additional capital support required in the Administrative Services fund.

Proposed FY 2022/23 Rates

The Regional Wastewater *connection fee rate* is proposed to increase three percent for FY 2022/23. The proposed one-year rate will allow the Agency to complete pilot studies to develop an updated EDU methodology, the basis for the wastewater sewer rates and connection fees.

The proposed *EDU monthly sewer* rate for FY 2022/23 represents an increase of three percent to support the costs on the Regional Wastewater Operations & Maintenance fund.

A modified rate structure is proposed for the Recycled Water program that includes a fixed and variable component. The fixed component will be based on each member agency's three-year rolling average of direct and recharge water use. To help member agencies facilitate the rate structure transition, the fixed component will be phased in over a three-year period.

The proposed rates and fees are subject to Board approval on June 15, 2022.

Table 5: Adopted and Proposed Fees and Rates

	Proposed					Adopted*	
Fund	Wastewater Operations	Wastewater Capital	Recycled Water				
	Monthly	Wastewater	Fixed Cost	Recycled	Recycled	One Water	
As of July, 1	Sewer	Connection	Recovery	Water Direct	Water	Connection	
	(EDU)	Fee (EDU)	***	Use (AF)	Recharge (AF)	Fee (MEU)	
FY 2019/20	\$20.00	\$6,955	-	\$490	\$550	\$1,684	
FY 2020/21**	\$20.00	\$6,955	-	\$490	\$550	\$1,684	
FY 2021/22	\$21.22	\$7,379	-	\$520	\$580	\$1,787	
FY 2022/23	\$21.86	\$7,600	\$1.11M	\$516	\$616	\$1,841	
FY 2023/24	To be reviewed based on the sewer use evaluation results		\$2.36M	\$510	\$660	\$1,896	
FY 2024/25			\$4.96M	\$465	\$665	\$1,953	

^{*}One Water Connection Fee rates for FYs 2020/21 through 2024/25 adopted in July 2020.

^{**}On May 6, 2020, the Board approved to defer rate increases and maintain the rates unchanged for FY 2020/21.

^{***} Fixed cost recovery phased in over 3 years.

Conclusion

The proposed FY 2022/23 amendments will increase the net position of the Regional Wastewater and Recycled Water programs by \$11.8 million compared to FY 2022/23 Adopted Budget decrease in net position of (\$56.2) million. The increase in net position is primarily due to higher Federal and State loans secured to support capital projects in the Regional Wastewater and Recycled Water programs.

The proposed amendment to the FY 2022/23 Adopted Budget for the Agency's programs is consistent with the IEUA Business Goals of *Fiscal Responsibility*, *Water Reliability*, *Wastewater Management*, *Environmental Stewardship*, and *Business Practices* to optimize investment earnings.

INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET REGIONAL WASTEWATER CAPITAL IMPROVEMENT FUND - SOURCES AND USES OF FUNDS (In Thousands)

	2020/2021	2021/2022	2021/2022	2022/2023	2022/2023
	2020, 2021	ADOPTED	AMENDED	ADOPTED	AMENDED
	ACTUAL	BUDGET	BUDGET	BUDGET	MID YEAR
REVENUES					
Interest Revenue	\$1,405	\$592	\$862	\$700	\$1,226
TOTAL REVENUES	\$1,405	\$592	\$862	\$700	\$1,226
OTHER FINANCING SOURCES					
Property Tax - Debt and Capital	\$43,638	\$37,366	\$37,366	\$37,991	\$48,111
Regional System Connection Fees	36,732	29,514	29,514	30,400	30,400
Debt Proceeds	0	761	0	13,807	32,000
State Loans	0	0	0	30,906	51,500
Other Revenues	57	1	1	1	1
Inter Fund Loan	0	0	0	2,000	2,000
TOTAL OTHER FINANCING SOURCES	\$80,427	\$67,643	\$66,881	\$115,105	\$164,012
EXPENSES					
Employment Expenses	\$3,944	\$4,016	\$4,016	\$4,183	\$4,183
Contract Work/Special Projects	350	0	0	0	0
Operating Fees	270	281	281	289	289
Professional Fees and Services	300	654	675	546	549
Other Expenses	926	1,869	1,869	1,889	1,889
TOTAL EXPENSES	\$5,790	\$6,820	\$6,841	\$6,907	\$6,909
CAPITAL PROGRAM					
Work In Progress	\$70,210	\$201,296	\$201,954	\$153,927	\$134,179
IERCA investment	250	1,000	1,000	750	750
TOTAL CAPITAL PROGRAM	\$70,460	\$202,296	\$202,954	\$154,677	\$134,929
DEBT SERVICE					
Financial Expenses	\$1,323	\$9	\$9	\$8	\$10
Interest	9,756	2,669	2,669	2,350	2,350
Principal	9,007	4,540	4,540	4,672	4,672
TOTAL DEBT SERVICE	\$20,086	\$7,219	\$7,219	\$7,030	\$7,032
TRANSFERS IN (OUT)					
TRANSFERS IN (OUT)	ć7 211	¢7.601	¢c 000	ć0 20F	ća 024
Capital Contribution Debt Service	\$7,211 (3,118)	\$7,601 (3,138)	\$6,088 (3,138)	\$8,385 (3,136)	\$2,831 (3,148)
Capital - Connection Fees Allocation	(7,909)	(8,679)	(8,679)	(4,295)	(5,006)
TOTAL INTERFUND TRANSFERS IN (OUT)	(\$3,817)	(\$4,217)	(\$5,729)	\$954	(\$5,323)
FUND DALANCE					
FUND BALANCE	(640.224)	(6152.240)	/¢455.004)	(¢54.05C)	Ć11 O4E
Net Income (Loss) Beginning Fund Balance July 01	(\$18,321)	(\$152,318)	(\$155,001)	(\$51,856)	\$11,045
ENDING FUND BALANCE AT JUNE 30*	310,512 \$292,191	275,709 \$123,392	292,191 \$137,190	123,392 \$71,536	137,190 \$148,235
ENDING FOND BALANCE AT JONE 50	\$292,191	\$123,332	\$137,130	\$71,550	\$146,235
RESERVE BALANCE SUMMARY					
Operating Contingency	\$1,455	\$2,273	\$2,280	\$2,302	\$2,303
Capital Construction	\$13,434	\$1,449	\$25,326	\$1	\$86,735
CCRA Capital Construction	91,465	33,067	35,979	32,567	35,479
Debt Service & Redemption	185,837	86,603	73,604	36,666	23,718
*Numbers may not tie due to rounding	\$292,191	\$123,392	\$137,190	\$71,536	\$148,235

^{*}Numbers may not tie due to rounding

INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET

REGIONAL WASTEWATER OPERATIONS & MAINTENANCE FUND - SOURCES AND USES OF FUNDS (In Thousands)

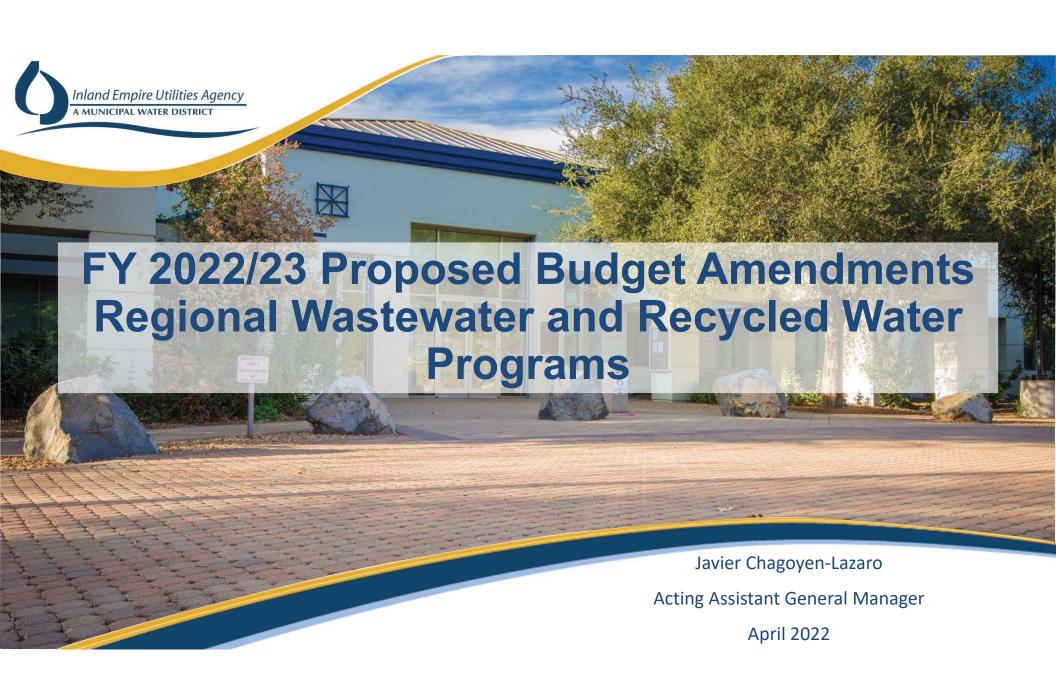
	2020/2021	2021/2022	2021/2022	2022/2023	2022/2023
		ADOPTED	AMENDED	ADOPTED	AMENDED
	ACTUAL	BUDGET	BUDGET	BUDGET	MID YEAR
REVENUES					
User Charges	\$71,362	\$72,924	\$74,726	\$76,203	\$77,349
Cost Reimbursement JPA	4,175	4,461	4,461	4,595	4,595
Contract Cost Reimbursement	101	75	75	75	206
Interest Revenue	851	1,200	1,200	1,200	1,000
TOTAL REVENUES	\$76,489	\$78,660	\$80,463	\$82,073	\$83,150
OTHER FINANCING SOURCES					
Property Tax Revenues - Debt/Capital	\$9,549	\$13,222	\$13,222	\$13,443	\$17,024
Grants	(823)	5,793	5,793	283	6,109
Other Revenues	65	80	80	80	80
TOTAL OTHER FINANCING SOURCES	\$8,791	\$19,095	\$19,095	\$13,806	\$23,213
EXPENSES	624.664	425.662	425.662	627.4.42	627.442
Employment Expenses	\$34,664	\$35,662	\$35,662	\$37,142	\$37,142
Contract Work/Special Projects Utilities	7,668 6,762	6,942 8,283	10,861 8,283	4,220 9,288	7,567
	•	•	·		8,744
Operating Fees Chemicals	1,193 5,402	2,404 6,004	2,404 6,450	2,497 6,184	2,541 8,274
Professional Fees and Services	2,881	4,233	5,015	4,463	5,131
Office and Administrative expenses	2,881	4,233	3,013	4,403	3,131
Biosolids Recycling	4,611	4,733	4,941	4,875	4,902
Materials & Supplies	1,840	2,010	2,212	2,048	2,058
Other Expenses	2,589	5,170	5,170	5,233	5,179
TOTAL EXPENSES	\$67,612	\$75,446	\$81,003	\$75,954	\$81,541
CAPITAL PROGRAM	627.242	¢16 202	640 504	¢10.310	¢22.660
Work in Progress	\$27,212	\$16,292	\$18,504	\$10,210	\$22,669
TOTAL CAPITAL PROGRAM	\$27,212	\$16,292	\$18,504	\$10,210	\$22,669
DEBT SERVICE					
Financial Expenses	\$4	\$1	\$1	\$0	\$0
Interest	674	614	614	591	591
Principal	761	784	784	806	806
TOTAL DEBT SERVICE	\$1,440	\$1,398	\$1,398	\$1,398	\$1,398
TRANSFERS IN (OUT)					
Capital Contribution	(\$8,511)	(\$9,056)	(\$9,056)	(\$9,056)	(\$6,000)
Debt Service	124	114	114	114	114
Operation support	(52)	(1,092)	(1,452)	(744)	(209)
Capital - Connection Fees Allocation	6,448	4,769	4,769	2,291	3,059
TOTAL INTERFUND TRANSFERS IN (OUT)	(\$1,991)	(\$5,264)	(\$5,624)	(\$7,394)	(\$3,035)
FUND BALANCE					
Net Increase (Decrease)	(\$12,974)	(\$645)	(\$6,971)	\$922	(\$2,280)
Beginning Fund Balance July 01	89,725	71,989	76,750	71,344	69,779
ENDING FUND BALANCE AT JUNE 30	\$76,750	\$ 71,344	\$69,779	\$72,267	\$67,499
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RESERVE BALANCE SUMMARY					
Operating Contingies	\$21,145	\$23,662	\$25,514	\$23,786	\$25,649
Rehabilitation/Replacement	17,792	34,035	6,812	34,035	4,378
Debt Service	1,398	1,398	1,398	1,417	1,417
Sinking Fund	36,415	12,250	36,056	13,028	36,056
* Numbers may not tie due to rounding	\$76,750	\$71,344	\$69,779	\$72,267	\$67,499

^{*} Numbers may not tie due to rounding

INLAND EMPIRE UTILITIES AGENCY FISCAL YEAR 2022/23 MID-YEAR BUDGET RECYCLED WATER FUND - SOURCES AND USES OF FUNDS (In Thousands)

	2020/2021	2021/2022	2021/2022	2022/2023	2022/2023
	•	ADOPTED	AMENDED	ADOPTED	AMENDED
	ACTUAL	BUDGET	BUDGET	BUDGET	MID YEAR
REVENUES					
Interest Revenue	\$222	\$533	\$533	\$540	\$564
Water Sales	18,095	17,290	17,290	17,610	17,610
TOTAL REVENUES	\$18,316	\$17,823	\$17,823	\$18,150	\$18,174
OTHER FINANCING SOURCES					
Property Tax - Debt/Capital	\$2,170	\$2,299	\$2,299	\$2,338	\$2,961
Connection Fees	5,700	8,399	8,399	8,653	8,653
Debt Proceeds	0	0	0	0	15,000
Grants	10,692	0	0	0	520
Capital Contract Reimbursement	0	92	92	93	93
Other Revenues	97	0	0	0	0
TOTAL OTHER FINANCING SOURCES	\$ 18,660	\$ 10,790	\$ 10,790	\$ 11,084	\$ 28,160
EXPENSES					
Employment Expenses	\$5,022	\$6,034	\$6,034	\$6,284	\$6,284
Contract Work/Special Projects	544	1,215	1,215	710	1,335
Utilities	2,474	3,554	3,554	4,086	4,046
Operating Fees	5	10	10	10	10
Professional Fees and Services	464	1,322	1,389	1,348	1,323
Office and Administrative expenses	1	38	38	39	39
Materials & Supplies	107	109	138	113	170
Other Expenses	731	1,382	1,382	1,404	1,415
TOTAL EXPENSES	\$9,348	\$13,664	\$13,760	\$13,993	\$14,621
CAPITAL PROGRAM					
Work In Progress	\$3,626	\$2,480	\$2,532	\$5,550	\$13,750
TOTAL CAPITAL PROGRAM	\$3,626	\$2,480	\$2,532	\$5,550	\$13,750
101/12 611 11/12 11/10 61/1/11	<u> </u>	Ų <u>, 100</u>	42,332	ψ5,550	
DEBT SERVICE					
Financial Expenses	\$1	\$5	\$5	\$5	\$5
Interest	2,897	3,236	3,236	3,016	2,961
Principal	5,773	6,031	6,031	6,288	6,214
Short Term Inter-Fund Loan	4,933	3,000	3,000	5,000	5,000
TOTAL DEBT SERVICE	\$13,604	\$12,273	\$12,273	\$14,309	\$14,180
TRANSFERS IN (OUT)					
Capital Contribution	(\$47)	(\$291)	(\$346)	(\$362)	(\$568)
Debt Service	2,539	2,546	2,546	2,546	2,546
Operation support	(413)	(1,213)	(1,226)	(1,137)	(1,018)
Water Connection Allocation	(789)	(1,802)	(1,802)	(1,655)	(1,717)
TOTAL INTERFUND TRANSFERS IN (OUT)	\$1,290	(\$760)	(\$829)	(\$608)	(\$756)
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FUND BALANCE					
Net Income (Loss)	\$11,688	(\$564)	(\$780)	(\$5,226)	\$3,026
Beginning Fund Balance July 01	34,974	43,416	46,662	42,851	45,882
ENDING BALANCE AT JUNE 30	\$46,662	\$42,851	\$45,882	\$37,625	\$48,908
DECEDIVE DAY ANDS CURANA DV					
RESERVE BALANCE SUMMARY	†2.11 6	44.555	44.507	64.664	44.074
Operating Contingency	\$3,116	\$4,555	\$4,587	\$4,664	\$4,874
Capital Construction	13,265	5,634	8,632	146	12,172
Water Connection	19,472	21,854	21,854	22,137	21,184
Rehabilitation/Replacement (R&R)	1,500	1,500	1,500	1,500	1,500
Debt Service	9,309	9,309	9,309	9,178	9,178
* Numbers may not total due to rounding	\$46,662	\$42,851	\$45,882	\$37,625	\$48,908

^{*} Numbers may not total due to rounding



FY 2022/23 Regional Wastewater and Recycled Water Mid-Cycle Budget Amendment Assumptions



Sources of funds:

- Rate and fees adjustment of 3%
- Recycled water rate: Fixed and Variable components
- Upward adjustment of property tax receipts
- Additional loan proceeds consistent with proposed Ten-Year Forecast

Uses of funds:

- Proposed Ten Year Capital Improvement Plan (TYCIP) for FYs 2022/23 2031/32
 - Facility expansion based on projected growth
 - Asset Management: Replacement, Repair and Improvement
- Inflationary chemical cost increase

Adopted and Proposed Fees and Rates



			Proposed		Adopted*			
Fund	Wastewater Operations	Wastewater Capital		Recycled Water				
As of July, 1	Monthly Sewer (EDU)	Wastewater Connection Fee (EDU)	Fixed Cost Recovery	Recycled Water Recharge (AF)	One Water Connection Fee (MEU)			
FY 2019/20	\$20.00	\$6,955	-	\$490	\$550	\$1,684		
FY 2020/21**	\$20.00	\$6,955	-	\$490	\$550	\$1,684		
FY 2021/22	\$21.22	\$7,379	-	\$520	\$580	\$1,787		
FY 2022/23	\$21.86	\$7,600	\$1.11M	\$516	\$616	\$1,841		
FY 2023/24		d based on the	\$2.36M	\$510	\$660	\$1,896		
FY 2024/25	sewer use eva	luation results	\$4.96M	\$465	\$665	\$1,953		

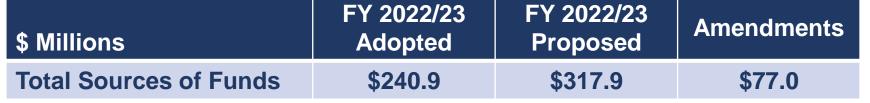
^{*}One Water Connection Fee rates for FYs 2020/21 through 2024/25 adopted in July 2020.

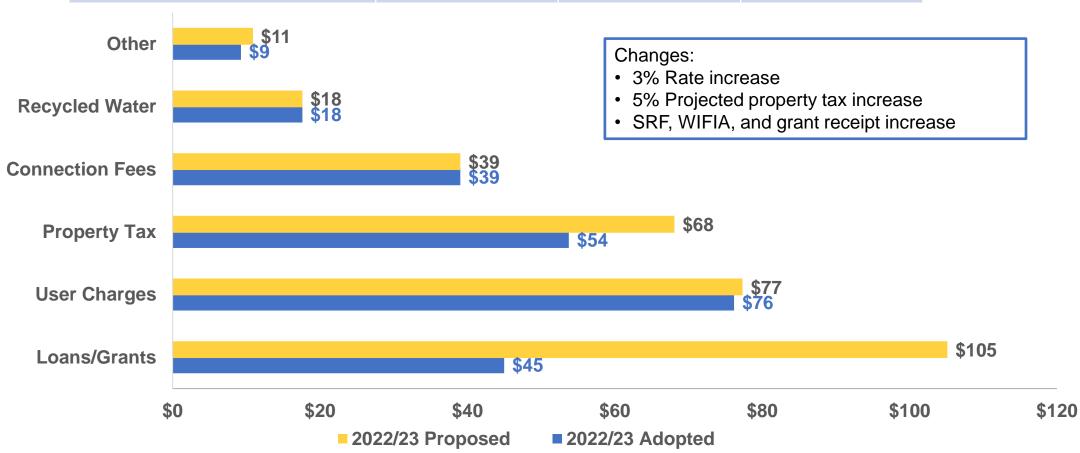
^{**}On May 6, 2020, the Board approved to defer rate increases and maintain the rates unchanged for FY 2020/21.

^{***} Fixed cost recovery phased in over 3 years.



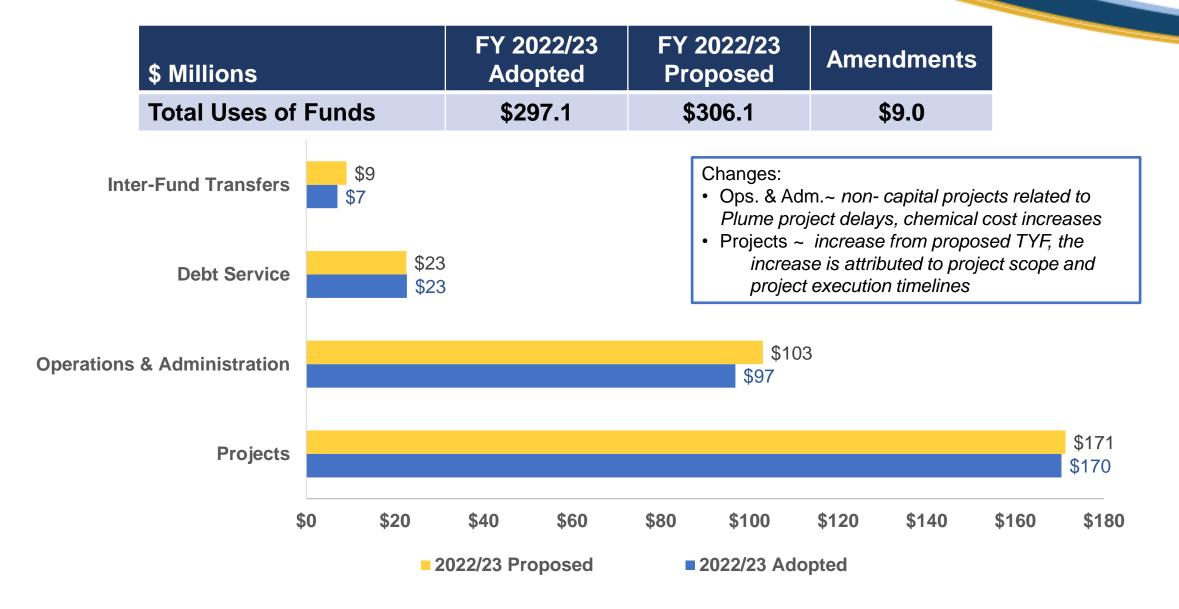
Regional Wastewater and Recycled Water SOURCES OF FUNDS





Regional Wastewater and Recycled Water USES OF FUNDS





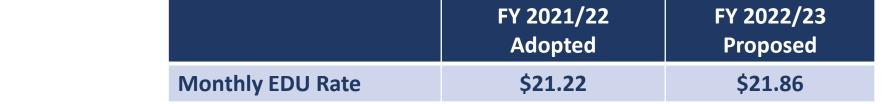


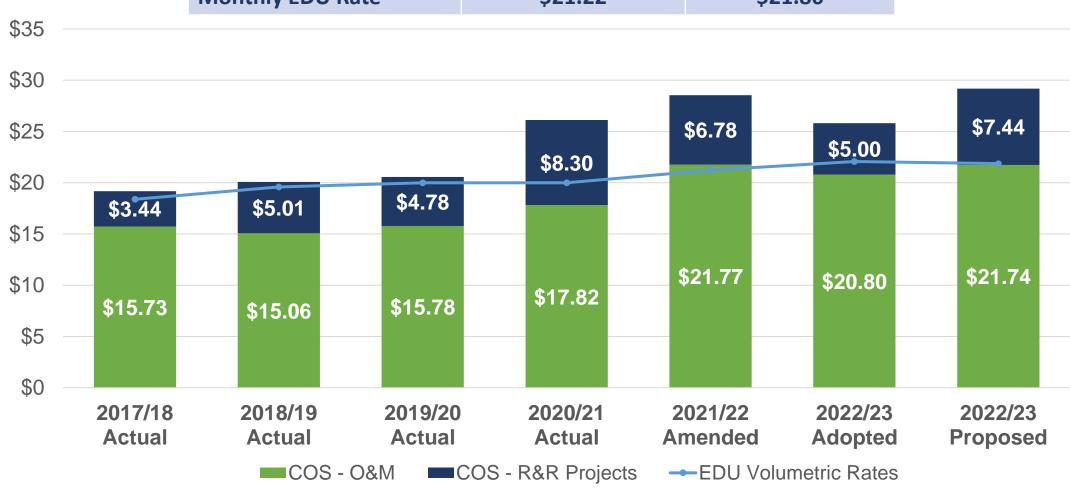


\$ Millions	FY 2022/23 Adopted	FY 2022/23 Proposed	Amendments
Total Sources of Funds	\$240.9	\$317.9	\$77.0
Total Uses of Funds	\$297.1	\$306.1	\$9.0
Increase (decrease) net position	(\$56.2)	\$11.8	\$68.0

Regional Wastewater O&M Cost of Service



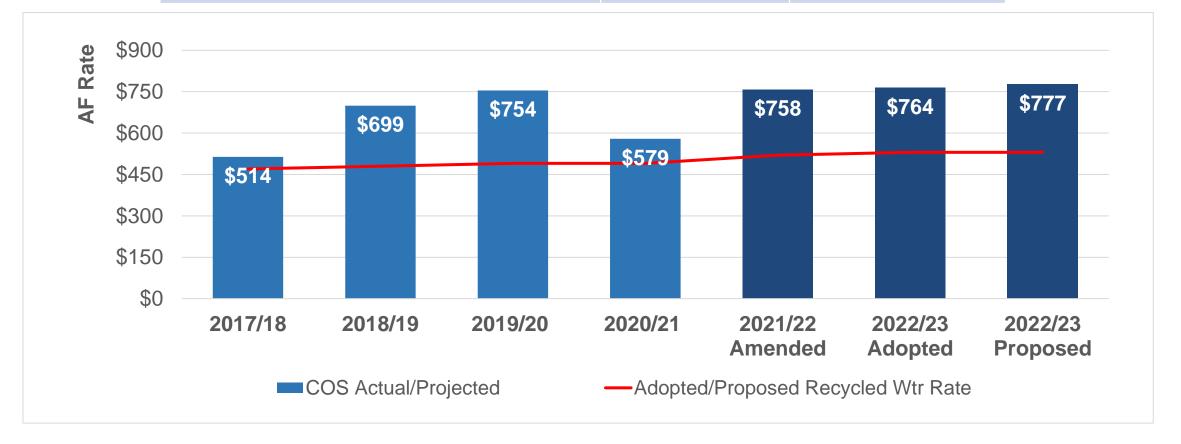




Recycled Water Cost of Service



	FY 2021/22 Adopted	FY 2022/23 Proposed
Fixed Cost Recovery	-	\$1.11M
Recycled Water Direct Rate	\$520.00	\$516.00
Recycled Groundwater Recharge Rate	\$580.00	\$616.00



INFORMATION ITEM 3B



Date: April 20, 2022

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

Committee: Finance & Administration 04/13/22

Staff Contact: Javier Chagoyen-Lazaro, Acting Assistant General Manager

Subject: Treasurer's Report of Financial Affairs

Executive Summary:

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 is submitted in a format consistent with the State requirements.

For the month of February 2022, total cash, investments, and restricted deposits of \$507,138,088 reflects a decrease of \$13,238,755 compared to the total of \$520,376,843 reported for January 2022. The decrease was due to State Revolving Fund loan debt service and construction payments primarily for the RP-5 Expansion project. As a result, the average days cash on hand decreased from 223 days to 204 days for the month of February 2022.

The unrestricted Agency investment portfolio yield in February 2022 was 0.821 percent, a slight increase of 0.056 percent compared to the January 2022 yield of 0.765 percent. The change in yield is mainly attributed to market conditions and an increase in earnings yield in the Local Agency Investment Fund and the California Asset Management Program (CAMP) accounts.

Staff's Recommendation:

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 is an information item for the Board of Director's review.

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

Fiscal Impact (explain if not budgeted):

Interest earned on the Agency's investment portfolio increases the Agency's overall reserves.

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

Prior Board Action:

On March 16, 2022 the Board of Directors received the Treasurer's Report of Financial Affairs for the month ended January 31, 2022.

Environmental Determination:

Not Applicable

Business Goal:

The Treasurer's Report of Financial Affairs is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Treasurer's Report of Financial Affairs

Board-Rec No.: 22072



Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs for the month ended February 28, 2022 is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the Agency's Investment Policy (Resolution No. 2021-4-2).

Agency total cash, investments, and restricted deposits for the month of February 2022 was \$507.1 million, a decrease of \$13.3 million compared to the \$520.4 million reported for the month ended January 2022. The decrease can be attributed to debt service and construction payments primarily for the RP-5 Expansion project.



Figure 1: Cash, Investments, and Restricted Deposits

PFM continues to focus on investment discipline and maintaining a neutral duration strategy to ensure current investments align with the Agency's Investment Policy's goals of preservation of capital in the overall portfolio, provide sufficient liquidity to meet to operating requirements, and attain a market rate of return throughout budgetary and economic cycles.

Table 1 below represents the unrestricted Agency investment portfolio by authorized investment and duration with a total portfolio amount of \$195.4 million. The Agency portfolio excludes cash and restricted deposits in the amount of \$311.7 million held by member agencies and with fiscal agents, including \$175.3 million in capitalized interest and debt proceeds for the RP-5 Expansion Project.

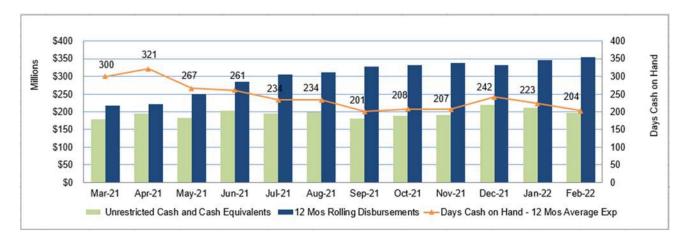
Table 1: Agency Portfolio

Authorized Investments	Allowable Threshold (\$	In	vestment ` February (\$ mil	Average Yield %	Portfolio%		
	million or %)	Under 1 Year	1-3 Years	Over 3 Years	Total	Tielu 70	(Unrestricted)
LAIF*- Unrestricted	\$75	\$65.2	\$0.0	\$0.0	\$65.2	0.278%	33.35%
CAMP** - Unrestricted	n/a	2.5			2.5	0.060%	1.31%
CBB*** - Sweep	40%	14.6			14.6	0.100%	7.47%
Sub-Total Agency Managed		\$82.3	\$0.0	\$0.0	\$82.3	0.24%	42.13%
Brokered Cert. of Deposit	30%	\$2.6	\$0.7	\$0.0	\$3.3	1.079%	1.70%
Medium Term Notes	30%	2.7	11.7	3.2	17.6	1.861%	9.00%
Municipal Bonds	10%		0.5	1.6	2.1	0.986%	1.10%
Supranational Bonds	20%		1.7		1.7	0.520%	0.85%
US Treasury Notes	n/a	3.5	25.9	29.9	59.3	1.219%	30.34%
US Gov't Securities	n/a	1.3	15.4	12.4	29.1	1.003%	14.88%
Sub-Total PFM Managed		\$10.1	\$55.9	\$47.1	\$113.1	1.24%	57.87%
Total	D 1	\$92.4	\$55.9	\$47.1	\$195.4	0.821%	100.0%

^{*}LAIF - Local Agency Investment Fund

Average days cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service costs, and capital expenditures. The average days cash on hand decreased from 223 days to 204 days for the month of February 2022 as shown in Figure 2. The change in average days cash on hand is due to the decreased balance in cash and Agency liquid investment accounts.

Figure 2: Days Cash on Hand – 12 Month Rolling Average

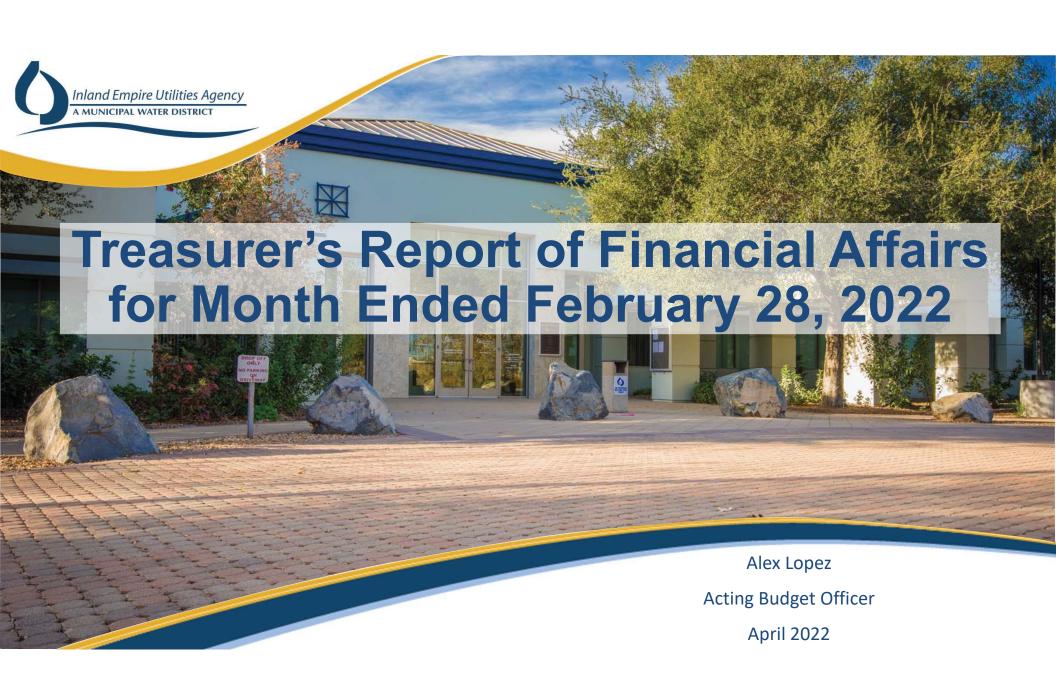


Monthly cash and investment summaries are available on the Agency's website at: https://www.ieua.org/read-our-reports/cash-and-investment/

^{**}CAMP - California Asset Management Program

^{***}CBB – Citizens Business Bank

^{+/-} due to rounding





Agency Liquidity

• Increase in Investment Portfolio Yield is primarily due to an increase in earnings yield in the Local Agency Investment Fund and California Asset Management Program (CAMP) accounts.

Description	February \$ Millions	January \$ Millions	Increase / (Decrease) \$ Millions
Investment Portfolio	\$195.4	\$207.5	(\$12.1)
Cash and Restricted Deposits	\$311.7	\$312.9	(\$1.2)
Total Investments, Cash, and Restricted Deposits	\$507.1	\$520.4	(\$13.3)
Investment Portfolio Yield	0.821%	0.765%	0.056%
Weighted Average Duration (Years)	1.39	1.39	(0.00)
Average Cash on Hand (Days)	204	223	(19)

Monthly cash and investment summaries available at: https://www.ieua.org/read-our-reports/cash-and-investment/

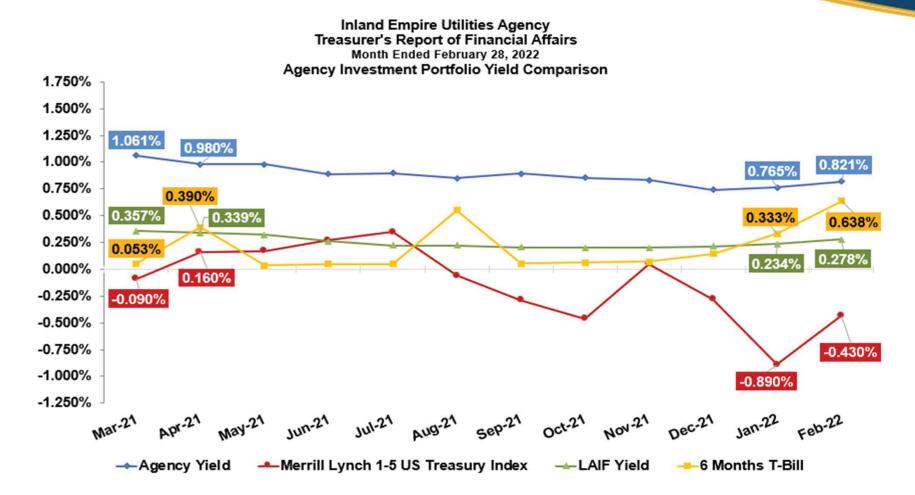


Agency Investment Position

Authorized Investments	Allowable Threshold (\$ million or %)	Under 1 Year	1 – 3 Years	Over 3 Years	Total	Average Yield %	Portfolio % (Unrestricted)
Local Agency Investment Fund	\$75	\$65.2	\$0.0	\$0.0	\$65.2	0.278%	33.35%
California Asset Management Program	n/a	2.5			2.5	0.060%	1.31%
Citizens Business Bank – Sweep	40%	14.6			14.6	0.100%	7.47%
Sub-Total Agency Managed		\$82.3	\$0.0	\$0.0	\$82.3	0.24%	42.13%
Brokered Certificates of Deposit (CD)	30%	\$2.6	\$0.7	\$0.0	\$3.3	1.079%	1.70%
Medium Term Notes	30%	2.7	11.7	3.2	17.6	1.861%	9.00%
Municipal Bonds	10%		0.5	1.6	2.1	0.986%	1.10%
Supranational Bonds	20%		1.7		1.7	0.520%	0.85%
US Treasury Notes	n/a	3.5	25.9	29.9	59.3	1.219%	30.34%
US Government Securities	n/a	1.3	15.4	12.4	29.1	1.003%	14.88%
Sub-Total PFM Managed		\$10.1	\$55.9	\$47.1	\$113.1	1.24%	57.87%
Total		\$92.4	\$55.9	\$47.1	\$195.4	0.821%	100.0%



Portfolio Yield Comparison



TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended February 28, 2022



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2021-4-2) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 21, 2021.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

Cash and Investment Summary Month Ended

February 28, 2022

	February	January	Variance
Cash, Bank Deposits, and Bank Investment Accounts	\$1,769,120	\$4,847,315	(\$3,078,195)
Investments			_
Agency Managed			
Citizens Business Bank (CBB) Repurchase (Sweep)	\$14,599,565	\$26,616,048	(\$12,016,483)
Local Agency Investment Fund (LAIF)	65,161,866	65,161,866	-
California Asset Management Program (CAMP)	2,559,431	2,559,310	121
Total Agency Managed Investments	82,320,862	94,337,224	(\$12,016,362)
PFM Managed			
Certificates of Deposit	\$3,330,000	\$3,140,000	\$190,000
Municipal Bonds	2,141,157	2,141,183	(26)
Supra-National Agency Bonds	1,668,943	1,668,912	31
Medium Term Notes	17,583,432	17,290,576	292,856
U.S. Treasury Notes	59,294,657	59,816,175	(521,518)
U.S. Government Sponsored Entities	29,067,951	29,068,617	(666)
Total PFM Managed Investments	113,086,140	113,125,463	(\$39,323)
Total Investments	\$195,407,002	\$207,462,687	(\$12,055,685)
Total Cash and Investments Available to the Agency	\$197,176,122	\$212,310,002	(\$15,133,880)
Restricted Deposits			
CAMP Water Connection Reserve	\$23,656,239	\$23,440,822	\$215,417
LAIF Self Insurance Reserve	6,437,317	6,437,317	-
Bond and Note Accounts	25,745,569	25,744,451	1,118
2020B Construction Accounts	149,585,655	149,585,157	498
Capital Capacity Reimbursement Account (CCRA) Deposits Held by Member Agencies**	75,957,436	74,369,647	1,587,789
California Employers' Retirement Benefit Trust Account - CERBT (Other Post Employment Benefits - OPEB)	22,618,939	22,923,604	(304,665)
Escrow Deposits	5,960,811	5,565,843	394,968
Total Restricted Deposits	\$309,961,966	\$308,066,841	\$1,895,125
Total Cash, Investments, and Restricted Deposits	\$507,138,088	\$520,376,843	(\$13,238,755)

^{**}Total reported as of January 2022 net of capital call receipts

Cash and Investment Summary

Month Ended February 28, 2022

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Negative balance offset by CBB Sweep Balance)	\$888,877
CBB Payroll Account	-
CBB Workers' Compensation Account	61,869_
Subtotal Demand Deposits	\$950,746
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	\$2,250
US Bank Pre-Investment Money Market Account	\$816,124
Total Cash and Bank Accounts	\$1,769,120
<u>Unrestricted Investments</u>	
CBB Repurchase (Sweep) Investments	
Fannie Mae (FNMA)	\$14,599,565
Subtotal CBB Repurchase (Sweep)	\$14,599,565
Local Agency Investment Fund (LAIF)	
LAIF Fund	\$65,161,866
Subtotal Local Agency Investment Fund	\$65,161,866
California Asset Management Program (CAMP)	
Short Term	\$2,559,431
Subtotal CAMP	\$2,559,431
Subtotal Agency Managed Investment Accounts	\$82,320,862
Brokered Certificates of Deposit	4-4
Brokered Certificates of Deposit	\$3,330,000
Subtotal Brokered Certificates of Deposit	\$3,330,000

Cash and Investment Summary

Month Ended February 28, 2022

Unrestricted Investments Continued

Supra-National Agency Bonds	ф1.CC0.042
Inter-American Development Bank Notes	\$1,668,943
Subtotal Supra-National Agency Bonds	\$1,668,943
Municipal Bonds	
Subtotal State and Local Municipal Bonds	\$2,141,157
Subtotal State and Municipal Bonds	\$2,141,157
Medium Term Notes	
Bank of NY Mellon	\$1,378,426
Paccar Financial Corp	929,968
Visa Inc	821,363
Amazon Inc	932,712
Burlington North Santa Fe Corp	798,054
Apple Inc. Corp.	564,388
UnitedHealth Group Inc	732,657
Pfizer Inc	1,266,601
Amazon Com. Inc.	559,401
Walmart Inc	1,446,836
JP Morgan Chase	570,000
Bank of America	725,000
Johnson & Johnson	1,449,799
Toyota Motor	316,928
Toyota Motor	427,601
Novartis Capital	1,456,123
JP Morgan Chase	555,000
JP Morgan Chase	355,000
Bristol Myers	346,072
Microsoft Corp (Callable)	1,112,167
Target Corp	149,750
Target Corp	689,586
Subtotal Medium Term Notes	\$17,583,432

U.S. Treasury Notes	
Treasury Note	\$59,294,657
Subtotal U.S. Treasury Notes	\$59,294,657
<u>Unrestricted Investments Continued</u>	
U.S. Government Sponsored Entities	
Fannie Mae Bank	\$17,838,144
Freddie Mac Bank	7,934,413
Federal Home Loan Bank	3,295,394
Subtotal U.S. Government Sponsored Entities	\$29,067,951
Subtotal PFM Managed Investment Accounts	\$113,086,140
Total Investments	\$195,407,002
Restricted Deposits	
Investment Pool Accounts	
CAMP - Water Connection Reserves	\$23,656,239
LAIF - Self Insurance Fund Reserves	6,437,317
Subtotal Investment Pool Accounts	\$30,093,556
Bond and Note Accounts	
2017A Debt Service Accounts	\$432
2020A Debt Service Accounts	-
2020B Debt Service Accounts	36
2020B Capitalized Interest	25,745,101
Subtotal Bond and Note Accounts	\$25,745,569
2020B Construction Project Accounts	
LAIF Construction Project Accounts	\$139,066,216
CAMP Construction Project Accounts	10,519,439
Subtotal 2020B Construction Project Accounts	\$149,585,655

Cash and Investment Summary

Month Ended February 28, 2022

Restricted Deposits Continued

CCRA Deposits Held by Member Agencies	
City of Chino	\$10,159,929
Cucamonga Valley Water District	12,111,818
City of Fontana	16,422,164
City of Montclair	1,812,295
City of Ontario	27,912,030
City of Chino Hills	3,572,976
City of Upland	3,966,224
Subtotal CCRA Deposits Held by Member Agencies**	\$75,957,436
**Total reported as of January 2022 net of capital call receipts	
CalPERS	
CERBT Account (OPEB)	\$22,618,939
Subtotal CalPERS Accounts	\$22,618,939
Escrow Deposits	
Genesis Construction	\$185,537
W.M. Lyles Construction	5,775,274
Subtotal Escrow Deposits	\$5,960,811
Total Restricted Deposits	\$309,961,966
Total Cash, Investments, and Restricted Deposits as of February 28, 2022	\$507,138,088
Total Cash, Investments, and Restricted Deposits as of 2/28/2022	\$507,138,088
Less: Total Cash, Investments, and Restricted Deposits as of 1/31/2022	520,376,843
Total Monthly Increase (Decrease)	(\$13,238,755)

		1				ı	Г	1
	Par	Cost Basis	Term	February	%	% Yield to	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Maturity	Date	Value
Cash, Bank Deposits, and Bank Investment Accou	<u>nts</u>							
Citizens Business Bank (CBB)								
Demand Account	\$888,877	\$888,877	N/A	\$888,877		N/A	N/A	\$888,877
Payroll Checking	0	0	N/A	0		N/A	N/A	0
Workers' Compensation Account	61,869	67,069	N/A	61,869		N/A	N/A	61,869
Subtotal CBB Accounts	\$950,746	\$955,946	. , -	\$950,746			. , _	\$950,746
US Bank (USB)								
Custodial Money Market (Investment Mgmt.)	\$440,307	\$440,307	N/A	\$440,307		0.01%	N/A	\$440,307
Custodial Money Market (Debt Service)	375,817	375,817	N/A	375,817		0.01%	N/A	375,817
Subtotal USB Account	\$816,124	\$816,124	·	\$816,124	•	0.01%	. -	\$816,124
Petty Cash	\$2,250	\$2,250	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and								
Bank Investment Accounts	\$1,769,120	\$1,774,320		\$1,769,120			_	\$1,769,120
Investments								
CBB Daily Repurchase (Sweep) Accounts Fannie Mae (FNMA)	\$14,599,565	\$14,599,565	N/A	\$14,599,565		0.10%	N/A	\$14,599,565
Subtotal CBB Repurchase Accounts	\$14,599,565	\$14,599,565	IN/A	\$14,599,565		0.10%	N/A _	\$14,599,565
bubtotal obb reparenase recounts	Ψ11,077,000	Ψ11,077,000		Ψ11,577,505		0.1070		Ψ11,577,505
LAIF Accounts								
Non-Restricted Funds	\$65,161,866	\$65,161,866	N/A	\$65,161,866		0.278%	N/A	\$65,161,866
Subtotal LAIF Accounts	\$65,161,866	\$65,161,866		\$65,161,866		0.278%		\$65,161,866
CAMP Accounts								
Non-Restricted Funds	\$2,559,431	\$2,559,431	N/A	\$2,559,431	_	0.06%	N/A	\$2,559,431
Subtotal CAMP Accounts	\$2,559,431	\$2,559,431	·	\$2,559,431		0.06%	_	\$2,559,431
Subtotal Agency Managed Investment Accounts	\$82,320,862	\$82,320,862	· -	\$82,320,862		0.24%	· -	\$82,320,862
Brokered Certificates of Deposit (CDs)								
Sumitomo Mitsui Bank	\$745,000	\$745,000	724	\$745,000	0.70%	0.70%	07/08/22	\$745,127
DNB Bank ASA NY	715,000	715,000	1092	715,000	2.04%	2.03%	12/02/22	720,043
Barclays Bank PLC NY	1,125,000	1,125,000	1153	1,125,000	1.05%	1.05%	02/01/23	1,121,444
Credit Suisse NY	745,000	745,000	724	745,000	0.59%	0.59%	03/17/23	738,353
Subtotal Brokered CDs	\$3,330,000	\$3,330,000	-	\$3,330,000	•	1.08%	_	\$3,324,967

	Par	Cost Basis	Term	February	%	% V:-14	Maturity	Market
	Amount	Amount	(Days)	Value	% Coupon	Yield to Maturity	Date	Value
Investments (continued)	Timount	· · · · · · · · · · · · · · · · · · ·	(Days)	, arac	doupon	riacarrey	Dute	value
US Treasury Note								
US Treasury Note	\$690,000	\$693,962	1518	\$693,196	1.750%	0.36%	06/30/22	\$692,803
US Treasury Note	1,000	967	1641	995	2.000%	2.80%	10/31/22	1,008
US Treasury Note	1,520,000	1,518,694	527	1,519,321	0.125%	0.18%	11/30/22	1,511,213
US Treasury Note	1,040,000	990,356	1580	1,029,443	1.750%	2.93%	01/31/23	1,046,500
US Treasury Note	310,000	293,289	1699	306,420	1.500%	2.74%	02/28/23	311,162
US Treasury Note	1,235,000	1,189,508	1508	1,223,084	1.50%	2.44%	03/31/23	1,239,631
US Treasury Note	1,880,000	1,875,300	709	1,876,977	0.13%	0.25%	05/31/23	1,854,444
US Treasury Note	2,000,000	1,899,453	1618	1,969,799	1.38%	2.58%	06/30/23	2,003,438
US Treasury Note	1,260,000	1,196,951	1630	1,240,002	1.25%	2.44%	07/31/23	1,259,606
US Treasury Note	650,000	667,088	1611	656,131	2.88%	2.25%	09/30/23	665,437
US Treasury Note	1,875,000	1,870,898	877	1,872,082	0.25%	0.34%	11/15/23	1,838,965
US Treasury Note	3,450,000	3,484,904	1713	3,462,715	2.75%	2.52%	11/15/23	3,528,164
US Treasury Note	2,525,000	2,479,826	1786	2,508,837	2.13%	2.52%	11/30/23	2,556,168
US Treasury Note	990,000	988,608	1044	989,128	0.13%	0.17%	12/15/23	967,416
US Treasury Note	120,000	120,356	1813	120,133	2.63%	2.56%	12/31/23	122,606
US Treasury Note	810,000	806,235	917	807,187	0.13%	0.31%	01/15/24	790,256
US Treasury Note	675,000	709,778	962	702,270	2.38%	0.35%	02/29/24	686,812
US Treasury Note	2,345,000	2,355,534	1792	2,349,650	2.00%	1.90%	04/30/24	2,368,450
US Treasury Note	210,000	208,679	1059	208,995	0.25%	0.47%	05/15/24	204,126
US Treasury Note	575,000	580,930	1824	577,770	2.00%	1.78%	06/30/24	580,930
US Treasury Note	1,000,000	1,016,172	1818	1,007,855	2.13%	1.78%	07/31/24	1,013,125
US Treasury Note	1,310,000	1,349,146	1824	1,330,260	2.13%	1.50%	09/30/24	1,327,194
US Treasury Note	595,000	614,454	1822	605,410	2.25%	1.57%	10/31/24	604,855
US Treasury Note	510,000	521,814	1789	516,636	2.13%	1.63%	11/30/24	516,773
US Treasury Note	1,820,000	1,876,875	1273	1,865,437	1.50%	0.58%	11/30/24	1,814,028
US Treasury Note	340,000	335,232	1475	336,163	0.25%	0.60%	05/31/25	324,541
US Treasury Note	1,900,000	1,866,230	1440	1,872,164	0.25%	0.71%	05/31/25	1,813,609
US Treasury Note	2,050,000	2,027,898	1532	2,031,003	0.25%	0.52%	08/31/25	1,948,141
US Treasury Note	990,000	968,228	1463	970,519	0.25%	0.81%	09/30/25	939,572
US Treasury Note	1,600,000	1,573,125	1463	1,576,262	0.25%	0.67%	09/30/25	1,518,500
US Treasury Note	435,000	427,965	1658	429,187	0.38%	0.74%	11/30/25	413,590
US Treasury Note	1,910,000	1,873,218	1623	1,878,951	0.38%	0.82%	11/30/25	1,815,992
US Treasury Note	2,925,000	2,845,591	1623	2,851,937	0.38%	1.06%	11/30/25	2,781,035
US Treasury Note	815,000	810,034	1814	811,164	0.38%	0.50%	12/31/25	774,123
US Treasury Note	1,780,000	1,751,145	1699	1,756,206	0.38%	0.73%	12/31/25	1,690,722
US Treasury Note	870,000	820,995	1730	821,233	0.38%	1.86%	01/31/26	825,141
US Treasury Note	1,520,000	1,466,088	1730	1,468,047	0.38%	1.27%	01/31/26	1,441,625
US Treasury Note	2,345,000	2,248,910	1730	2,251,963	0.38%	1.42%	01/31/26	2,224,086
US Treasury Note	2,940,000	3,257,428	1730	3,189,482	2.63%	0.43%	01/31/26	3,038,306
US Treasury Note	1,765,000	1,717,428	1850	1,720,016	0.50%	1.15%	02/28/26	1,680,611
US Treasury Note	3,110,000	3,068,088	1821	3,076,397	0.50%	0.78%	02/28/26	2,961,303
US Treasury N/B Note	1,360,000	1,359,469	1666	1,359,524	0.75%	0.76%	03/31/26	1,306,875
US Treasury N/B Note	1,464,000	1,453,192	1805	1,454,706	0.75%	0.90%	05/31/26	1,404,067
Subtotal US Treasuries	\$59,515,000	\$59,180,039	1000	\$59,294,657	0,0	1.22%	,,	\$58,406,949
Subtotal OS HEASUHES	Ψ37,313,000	ψυ 2,100,000		ψυ <i>),Δ)</i> Τ,00 <i>/</i>		1.44/0		ψ30, 1 00,747

	Par	Cost Basis	Term	February	%	% Yield to	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Maturity	Date	Value
Investments (continued)							•	
U.S. Government Sponsored Entities								
Federal Home Loan Bank	\$1,280,000	\$1,277,645	1092	\$1,279,239	1.38%	1.44%	02/17/23	\$1,283,012
Fannie Mae Bond	1,360,000	1,355,906	365	1,358,329	0.25%	0.35%	05/22/23	1,342,732
Freddie Mac Bond	1,450,000	1,444,461	1,810	1,448,546	2.75%	2.83%	06/19/23	1,476,283
Freddie Mac Bond	1,330,000	1,326,116	1,095	1,328,291	0.25%	0.35%	06/26/23	1,311,135
Fannie Mae Bond	1,875,000	1,870,969	1,095	1,873,174	0.25%	0.32%	07/10/23	1,847,773
Fannie Mae Bond	645,000	645,000	1,092	645,000	0.36%	0.36%	08/18/23	635,958
Freddie Mac Bond	885,000	884,097	1,098	884,555	0.25%	0.28%	08/24/23	870,621
Fannie Mae Bond	855,000	853,273	1,741	854,444	2.88%	2.92%	09/12/23	874,393
Fannie Mae Bond	1,820,000	1,803,274	1,772	1,814,714	2.88%	3.08%	09/12/23	1,861,281
Freddie Mac Bond	805,000	804,203	1,095	804,532	0.25%	0.28%	12/04/23	788,533
Federal Home Loan Bank	870,000	895,642	1,772	879,363	3.38%	2.72%	12/08/23	899,415
Federal Home Loan Bank	190,000	189,327	1,824	189,737	2.50%	2.58%	02/13/24	193,777
Fannie Mae Bond	2,055,000	2,130,234	1,769	2,099,358	1.63%	0.85%	01/07/25	2,052,364
Freddie Mac Bond	1,215,000	1,214,064	1,825	1,214,447	1.50%	1.52%	02/12/25	1,209,392
Federal Home Loan Bank	950,000	945,288	1,824	947,055	0.50%	0.60%	04/14/25	915,195
Fannie Mae Bond	495,000	496,629	1,792	496,043	0.63%	0.56%	04/22/25	478,623
Fannie Mae Bond	1,275,000	1,272,374	1,824	1,273,347	0.63%	0.67%	04/22/25	1,232,818
Fannie Mae Bond	1,425,000	1,432,296	1,782	1,429,700	0.63%	0.52%	04/22/25	1,377,855
Fannie Mae Bond	240,000	241,126	1,716	240,790	0.50%	0.40%	06/17/25	230,578
Fannie Mae Bond	995,000	996,473	1,693	996,047	0.50%	0.47%	06/17/25	955,937
Fannie Mae Bond	1,435,000	1,441,931	1,778	1,439,693	0.50%	0.40%	06/17/25	1,378,663
Fannie Mae Bond	1,480,000	1,476,936	1,824	1,477,978	0.50%	0.54%	06/17/25	1,421,897
Freddie Mac Bond	895,000	890,543	1,824	891,975	0.38%	0.48%	07/21/25	854,655
Fannie Mae Bond	950,000	945,554	1,824	946,897	0.38%	0.47%	08/25/25	907,264
Freddie Mac Bond	1,365,000	1,360,891	1,824	1,362,067	0.38%	0.44%	09/23/25	1,300,438
Fannie Mae Bond								
Subtotal U.S. Gov't Sponsored Entities	895,000 \$29,035,000	891,796 \$29,086,048	1,821	892,630 \$29,067,951	0.50%	0.57% 1.00%	11/07/25	855,544 \$28,556,136
•	φ 4 9,033,000	\$49,000,0 4 0		\$49,007,931		1.0070		ΨΔ0,330,130
Supra-National Agency Bond								
Inter-American Development Bank Notes	\$1,670,000	\$1,668,764	1,461	\$1,668,943	0.50%	0.52%	09/23/24	\$1,622,858
Subtotal Supra-National Agency Bond	\$1,670,000	\$1,668,764		\$1,668,943		0.52%		\$1,622,858

Investments (continued)	Par Amount	Cost Basis Amount	Term	February	%	% Yield to	Maturity	Market
Investments (continued)	Amount	A						
Investments (continued)		Amount	(Days)	Value	Coupon	Maturity	Date	Value
Municipal Bonds								
CA State Earthquake Authority Taxable Rev	\$195,000	\$195,000	949	\$195,000	1.48%	1.48%	07/01/23	\$194,789
Maryland State GO Bond	250,000	249,930	1457	249,958	0.51%	0.52%	08/01/24	243,770
CA State Dept of Wtr Res	100,000	100,000	1578	100,000	0.56%	0.56%	12/01/24	96,362
Univ. of CA Revenue Bond	90,000	90,326	1764	90,214	0.88%	0.81%	05/15/25	86,676
Univ. of CA Revenue Bond	205,000	205,000	1764	205,000	0.88%	0.88%	05/15/25	197,427
Florida State Board of Admin. Taxable Rev	200,000	201,414	1749	200,985	1.26%	1.11%	07/01/25	194,602
Florida State Board of Admin. Taxable Rev	520,000	520,000	1749	520,000	1.26%	1.26%	07/01/25	505,965
Los Angeles CCD CA Taxable GO Bonds	375,000	375,000	1725	375,000	0.77%	0.77%	08/01/25	360,334
NJ TPK Authority	205,000	205,000	1792	205,000	1.05%	1.05%	01/01/26	196,179
Subtotal State and Local Municipal Bonds	\$2,140,000	\$2,141,670		\$2,141,157		0.99%		\$2,076,104
Medium Term Notes								
Paccar Financial Corp	\$930,000	\$929,498	1096	\$929,968	2.65%	2.67%	05/10/22	\$932,891
Visa Inc	825,000	795,407	1611	821,363	2.15%	3.03%	09/15/22	829,974
Amazon Inc	935,000	925,996	1409	932,712	2.40%	2.66%	02/22/23	944,247
Burlington North Santa Fe Corp	800,000	790,800	1792	798,054	3.00%	3.26%	03/15/23	810,641
Bank of NY Mellon	1,375,000	1,387,595	1555	1,378,426	3.50%	3.27%	04/28/23	1,405,793
Apple Inc. Corp.	565,000	563,463	1095	564,388	0.75%	0.84%	05/11/23	561,324
UnitedHealth Group Inc	720,000	755,741	1330	732,657	3.50%	2.08%	06/15/23	737,725
Pfizer Inc	1,260,000	1,276,393	1807	1,266,601	2.95%	2.67%	03/15/24	1,289,606
Amazon Com. Inc.	560,000	559,182	1096	559,401	0.45%	0.50%	05/12/24	545,977
Walmart Inc	1,425,000	1,495,196	1768	1,446,836	2.85%	1.78%	07/08/24	1,459,931
JP Morgan Chase	570,000	570,000	1461	570,000	0.65%	0.65%	09/16/24	558,707
Bank of America	725,000	725,000	1464	725,000	0.81%	0.81%	10/24/24	707,376
Johnson & Johnson	1,380,000	1,473,840	1392	1,449,799	2.63%	0.81%	01/15/25	1,403,201
Toyota Motor	315,000	318,078	1724	316,928	1.80%	1.58%	02/13/25	312,403
Toyota Motor	425,000	429,152	1724	427,601	1.80%	1.58%	02/13/25	421,497
Novartis Capital	1,425,000	1,475,744	1743	1,456,123	1.75%	0.98%	02/14/25	1,416,246
JP Morgan Chase	555,000	555,000	1461	555,000	0.82%	0.82%	06/01/25	536,334
JP Morgan Chase	355,000	355,000	1530	355,000	0.77%	0.77%	08/09/25	341,535
Bristol Myers	349,000	345,524	1606	346,072	0.75%	0.98%	11/13/25	331,841
Microsoft Corp (Callable)	1,100,000	1,112,199	1874	1,112,167	2.40%	2.14%	08/08/26	1,117,072
Target Corp	150,000	149,745	2034	149,750	1.95%	1.99%	01/15/27	148,729
Target Corp	690,000	689,579	2034	689,586	1.95%	1.96%	01/15/27	684,153
Subtotal Medium Term Notes	\$17,434,000	\$17,678,132	-	\$17,583,432	•	1.86%	-	\$17,497,203
Subtotal PFM Managed Investment Accounts	\$113,124,000	\$113,084,653		\$113,086,140		1.24%	-	\$111,484,217
Total Investments	\$195,444,862	\$195,405,515		\$195,407,002				\$193,805,079
(Source of Investment Amortized Cost: PFM)			-				=	

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	Par	Cost Basis	Term	February		%	Maturity	Market
	Amount	Amount	(Days)	Value	% Coupon	Yield to Maturity	Date	Value
Restricted Deposits			,	•				
Investment Pool Accounts								
CAMP - Water Connection Reserves	\$23,656,239	\$23,656,239	N/A	\$23,656,239		0.06%	N/A	\$23,656,239
LAIF - Self Insurance Reserves	6,437,317	6,437,317	N/A	6,437,317	•	0.28%	N/A	6,437,317
Total Investment Pool Accounts	\$30,093,556	\$30,093,556		\$30,093,556		0.11%		\$30,093,556
Bond and Note Accounts								
2017A Debt Service Accounts	\$432	\$432	N/A	\$432		0.00%	N/A	\$432
2020A Debt Service Accounts	0	0	N/A	0		0.00%	N/A	0
2020B Debt Service Accounts	36	36	N/A	36		0.00%	N/A	36
2020B Capitalized Interest Account	25,745,101	25,745,101	N/A	25,745,101	-	0.06%	N/A	25,745,101
Total Bond and Note Accounts	\$25,745,569	\$25,745,569		\$25,745,569	-	0.06%		\$25,745,569
2020B Construction Project Account								
LAIF Construction Fund	\$139,066,216	\$139,066,216	N/A	\$139,066,216		0.28%	N/A	\$139,066,216
CAMP Construction Fund	10,519,439	10,519,439	,	10,519,439		0.06%	N/A	10,519,439
Subtotal 2020B Construction Fund	\$149,585,655	\$149,585,655		\$149,585,655	•	0.26%		\$149,585,655
Total 2020B Construction Project Accts	\$149,585,655	\$149,585,655		\$149,585,655		0.263%		\$149,585,655
-								
CCRA Deposits Held by Member Agencies			/ /			/.		
City of Chino	\$10,159,929	\$10,159,929	N/A	\$10,159,929		N/A	N/A	\$10,159,929
City of Chino Hills Cucamonga Valley Water District	3,572,976 12,111,818	3,572,976 12,111,818	N/A	3,572,976 12,111,818		N/A	N/A N/A	3,572,976 12,111,818
City of Fontana	16,422,164	16,422,164	N/A N/A	16,422,164		N/A N/A	N/A N/A	16,422,164
City of Montclair	1,812,295	1,812,295	N/A	1,812,295		N/A	N/A	1,812,295
City of Ontario	27,912,030	27,912,030	N/A	27,912,030		N/A	N/A	27,912,030
City of Upland	3,966,224	3,966,224	N/A	3,966,224		N/A	N/A	3,966,224
Subtotal CCRA Deposits Held by Member Agencies**	\$75,957,436	\$75,957,436		\$75,957,436	•			\$75,957,436
**Total reported as of January 2022 net of capital call receipt		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
CalPERS Deposits								
CERBT Account (OPEB)	\$16,000,000	\$16,000,000	N/A	\$22,618,939		N/A	N/A	\$22,618,939
Subtotal CalPERS Deposits	\$16,000,000	\$16,000,000		\$22,618,939	•	·		\$22,618,939
Escrow Deposits	#405 505	#40F F0F	NI / A	4405 505		NT / A	NT / A	¢4.05.505
Genesis Construction	\$185,537	\$185,537	N/A	\$185,537		N/A	N/A	\$185,537
W. M. Lyles Construction Subtotal Escrow Deposits	5,775,274 \$5,960,811	5,775,274 \$5,960,811	N/A	5,775,274 \$5,960,811		N/A	N/A	5,775,274 \$5,960,811
Total Restricted Deposits Total Cash, Investments, and Restricted Deposits	\$303,343,027	\$303,343,027		\$309,961,966	•			\$309,961,966
as of February 28, 2022	\$500,557,009	\$500,522,862		\$507,138,088	:			\$505,536,165

Cash and Investment Summary

Month Ended February 28, 2022

Par Amount

Investment

February Purchases

No.	Date	Transaction	Investment Security	Type	Purchased	Yield to Maturity
1	02/03/22	Purchase	Barclays Bank PLC NY	Certificate of Deposit	\$1,125,000	1.05%
2	02/22/22	Purchase	US Treasury Note	Treasury Note	870,000	1.86%
3	02/25/22	Purchase	Mircosoft Corp (Callable) Note	Corporate Note	1,100,000	2.14%
			Total Purchases		\$ 3,095,000	•
						-
Febr	uary Investm	ent Maturitie	s, Calls & Sales			
					Par Amount	Investment
No.	Date	Transaction	Investment Security	Туре	Matured/Sold	Yield to Maturity
1	2/3/2022	Sale	US Treasury Note	Treasury Note	\$185,000	0.36%
2	2/3/2022	Sale	Societe Generale NY	Certificate of Deposit	935,000	1.80%
3	2/22/2022	Sale	Walt Disney Company	Corporate Note	815,000	3.00%
4	2/25/2022	Sale	US Treasury N/B Note	Treasury Note	745,000	0.80%
5	2/25/2022	Sale	US Treasury N/B Note	Treasury Note	421,000	0.90%

Cash and Investment Summary

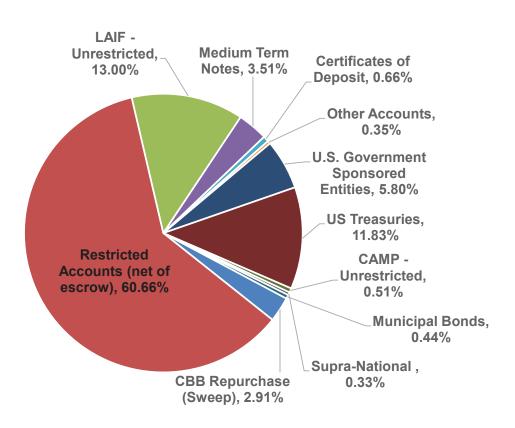
Month Ended February 28, 2022

<u>Directed Investment Category</u>	Amount Invested	Yield
CBB Repurchase (Sweep)	\$14,599,565	0.100%
LAIF - Unrestricted	65,161,866	0.278%
CAMP - Unrestricted	2,559,431	0.060%
Brokered Certificates of Deposit	3,330,000	1.079%
Medium Term Notes	17,583,432	1.861%
Municipal Bonds	2,141,157	0.986%
Supra-National Bonds	1,668,943	0.520%
US Treasury Notes	59,294,657	1.219%
U.S. Government Sponsored Entities	29,067,951	1.003%
Total Investment Portfolio	\$195,407,002	
Investment Portfolio Rate of Return		0.821%
Restricted/Transitory/Other Accounts	Amount Invested	Yield
CCRA Deposits Held by Member Agencies	\$75,957,436	N/A
CalPERS OPEB (CERBT) Account	22,618,939	N/A
CAMP Restricted Water Connection Reserve	23,656,239	0.060%
LAIF Restricted Insurance Reserve	6,437,317	0.278%
US Bank - 2017A Debt Service Accounts	432	0.000%
US Bank - 2020A Refunding Bond Accounts	0	0.000%
US Bank - 2020B Revenue Note Accounts	25,745,137	0.060%
US Bank - Pre-Investment Money Market Account	816,124	0.010%
LAIF Construction Account	139,066,216	0.278%
CAMP Construction Account	10,519,439	0.060%
Citizens Business Bank - Demand Account	888,877	N/A
Citizens Business Bank - Workers' Compensation Account	61,869	N/A
Citizens Business Bank - Payroll Account	0	N/A
Other Accounts*	2,250	N/A
Escrow Account	5,960,811	N/A
Total Restricted/Transitory/Other Accounts	\$311,731,086	
Average Yield of Other Accounts		0.214%
Total Agency Directed Deposits	\$507,138,088	

^{*}Petty Cash

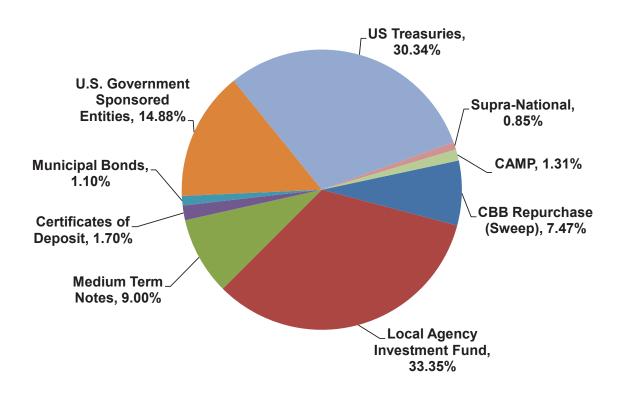
Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended February 28, 2022
Agency Investment Portfolio (Net of Escrow Accounts)
\$501,177,277



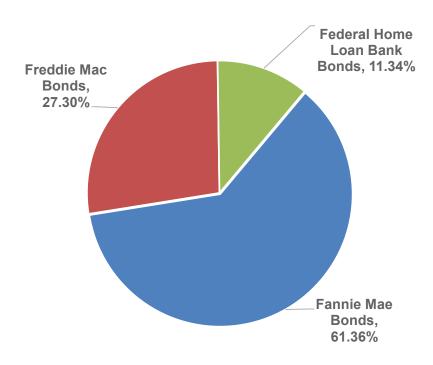
Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended February 28, 2022 Unrestricted Agency Investment Portfolio \$195,407,002

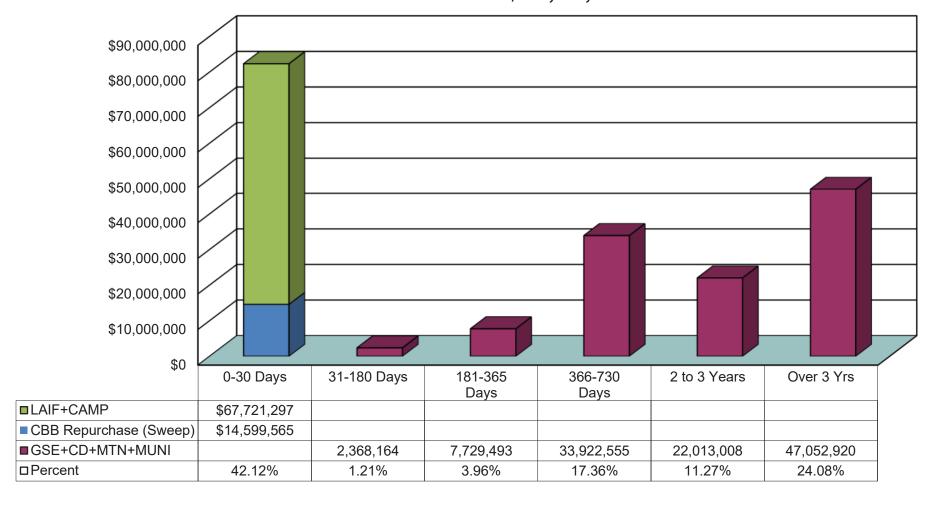


Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended February 28, 2022 U.S. Government Sponsored Entities Portfolio \$29,067,951



Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended February 28, 2022 Agency Investment Portfolio Maturity Distribution (Unrestricted) \$195,407,002



Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended February 28, 2022

