



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

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

**AGENCY HEADQUARTERS  
BOARD ROOM  
6075 KIMBALL AVENUE, BUILDING A  
CHINO, CALIFORNIA 91708  
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG  
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 813 028 107#**

PURSUANT TO AB361 AND RESOLUTION NO. 2022-10-1, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON OCTOBER 19, 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](mailto:dgarzaro@ieua.org) prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

**CALL TO ORDER**

**PUBLIC COMMENT**

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to email the Board Secretary/Office Manager prior to the public comment section or request to address the Board during the public comments section of the meeting. Comments will be limited to three minutes per speaker. Thank you.

**ADDITIONS TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

**1. CONSENT ITEMS**

**A. MINUTES**

Approve Minutes of the September 14, 2022 Engineering, Operations, and Water Resources Committee meeting.

**B. RIALTO RECYCLED WATER INTERTIE FINDING OF CONSISTENCY WITH THE PROGRAM ENVIRONMENTAL IMPACT REPORT**

Staff recommends that the Committee/Board:

1. Find that the Rialto Recycled Water Intertie falls within the scope of the Chino Basin Program included in the 2022 CBP Program Environmental Impact Report (PEIR); and
2. Find that the PEIR adequately describes the activity for the purposes of the CEQA.

**2. ACTION ITEMS**

**A. ELY MONITORING WELL CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the Ely Monitoring Well, Project No. EN23041, to Yellow Jacket Drilling Services LLC in the amount of \$394,000;
2. Approve a total project and FY 22/23 budget transfer in the amount of \$400,000 from the Ely Monitoring Well, EN21051, in the Recycled Water (WC) (10600) Fund, \$100,000 from the RP-1 MCB and Old Lab Building Rehab, EN20051, in the Regional Operations and Maintenance (RO) (10800) Fund, and RP-1 Energy Recovery, EN19009, in the RO (10800) Fund, to the Ely Monitoring Well Capital EN23041 in the WC (10600) Fund in the amount of \$600,000; and
3. Authorize the General Manager to execute the construction contract and budget transfers, subject to non-substantive changes.

**B. DUPERON BAR SCREEN STANDARDIZATION AND SINGLE SOURCE PROCUREMENT**

Staff recommends that the Committee/Board:

1. Adopt a finding pursuant to Public Contract Code 3400(c)(2), that the use of Duperon Bar Screens, is valid “for the purpose of matching an existing product that is used across all treatment plants at IEUA”;
2. Authorize the standardization selection and single source procurement for future O&M and capital projects;

3. Authorize the procurement of four influent bar screens manufactured by Duperon Corporation as a single source for the RP-1 Headworks Bar Screen System Improvements Project, in the amount of \$1,800,232; and
4. Authorize the General Manager to execute the contract, subject to non-substantive changes.

**C. PROCUREMENT OF ROCKWELL AUTOMATION EQUIPMENT**

Staff recommends that the Committee/Board:

1. Approve the procurement from Royal Industrial Solutions of the Rockwell Automation equipment for the RP-1 SCADA Migration Project, EN13016.05, for a not-to-exceed amount of \$1,891,100; and
2. Authorize the General Manager to authorize the procurement, subject to non-substantive changes.

**D. SCADA PROGRAMMING MASTER SERVICES CONTRACT AMENDMENT**

Staff recommends that the Committee/Board:

1. Approve contract amendment for the SCADA Programming Master Services Contract to Technical Systems, Inc. for an aggregate amount of \$3,800,000, increasing the contract from \$1,800,000 to \$5,600,000 (211% increase); and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

**E. RP-5 EXPANSION PROJECT CONSULTANT ENGINEERING SERVICES CONTRACT AMENDMENT**

Staff recommends that the Committee/Board:

1. Approve a construction contract amendment for additional engineering services during the construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, and design, bid and construction support for the four off-site facilities to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$3,162,474 increasing the contract from \$34,276,416 to \$37,438,890 (9.2% increase); and
2. Authorize the General Manager to execute the consultant engineering services contract amendment, subject to non-substantive changes.

**3. INFORMATION ITEMS**

**A. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)**

**RECEIVE AND FILE INFORMATION ITEMS**

**B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT  
UPDATES (POWERPOINT)**

**4. GENERAL MANAGER'S COMMENTS**

**5. COMMITTEE MEMBER COMMENTS**

**6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

**ADJOURN**

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**DECLARATION OF POSTING**

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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](http://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](mailto:dgarzaro@ieua.org), 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.**



**CONSENT**  
**ITEM**  
**1A**



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

**WEDNESDAY, SEPTEMBER 14, 2022  
10:00 A.M.**

**COMMITTEE MEMBER PRESENT via Video/Teleconference**

Michael Camacho, Chair  
Marco Tule, Director *joined at 10:29 a.m.*

**STAFF PRESENT**

Shivaji Deshmukh, P.E., General Manager  
Christiana Daisy, P.E., Deputy General Manager  
Kristine Day, Assistant General Manager  
Andy Campbell, Groundwater Recharge Supervisor  
Lucia Diaz, Manager of Facilities & Water System Programs  
Denise Garzaro, Board Secretary/Office Manager  
Joel Ignacio, P.E., Project Manager  
Michael Larios, Technology Specialist I  
Randy Lee, Director of Operations & Maintenance  
Jason Marseilles, Manager of Engineering  
Liza Munoz, Senior Engineer  
Matt Poeske, P.E., Senior Engineer  
Vicky Salazar, Associate Engineer  
Steve Smith, Senior Associate Engineer  
Wilson To, Technology Specialist II  
Ryan Ward, E.I.T, Associate Engineer  
Brian Wilson, P.E., CCM, Senior Engineer

**STAFF PRESENT via Video/Teleconference**

Adham Almasri, Principal Engineer  
Tony Arellano, Safety Officer  
Javier Chagoyen-Lazaro, Director of Finance  
Lisa Dye, Director of Human Resources  
Warren Green, Manager of Contracts & Procurement  
Don Hamlett, Director of Information Technology  
Michael Hurley, Director of Planning & Resources  
Jennifer Hy-Luk, Acting Executive Assistant  
Nolan King, Manager of Information Technology  
Cathleen Pieroni, Senior Policy Advisor  
Alyson Piguee, Director of External & Government Affairs  
Jeanina Romero, Executive Assistant  
Teresa Velarde, Manager of Internal Audit

**CALL TO ORDER**

Committee Chair Michael Camacho called the meeting to order at 10:30 a.m. He gave the public the opportunity to comment and provided instructions for unmuting the conference line. There were no public comments received or additions to the agenda.

### **1A – 1C. CONSENT ITEMS**

The Committee:

- ◆ Approved Minutes of the August 10, 2022 Engineering, Operations, and Water Resources Committee meeting.
- ◆ Recommended that the Board:
  1. Approve a FY 2022/23 transfer in the amount of \$60,000 from the RP-5 Expansion to 30 MGD, Project No. EN19001 capital budget, to the RP-5 Expansion to 30 MGD, Project No. EN19001 operating budget in the Regional Capital (RC) Fund;
  2. Approve a FY 2022/23 transfer in the amount of \$60,000 from the RP-5 Biosolids Facility, Project No. EN19006 capital budget, to RP-5 Biosolids Facility, Project No. EN19006 operating budget in the Regional Capital (RC) Fund; and
  3. Authorize the General Manager to execute the budget transfer;
- ◆ and
  1. Approve a contract amendment for the Architectural Master Service Contract with Gillis + Panichapan Architects, Inc. in the amount of \$725,000 increasing the contract from \$700,000 to \$1,425,000 (204%) increase); and
  2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes;

as Consent Calendar items on the September 21, 2022 Board meeting agenda.

### **2A – 2C. ACTION ITEMS**

The Committee:

- ◆ Recommended that the Board:
  1. Award a professional consulting services contract amendment to Brown and Caldwell in the amount of \$2,855,000, increasing the contract from \$3,978,506 to revised not-to-exceed amount of \$6,833,506; and
  2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes;

as an Action item on the September 21, 2022 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve a FY 2022/23 project budget augmentation for the Regional System Asset Management Project, No. EN19024, in the amount of \$50,237, from \$329,878 to \$380,115 in the Regional Operations and Maintenance (10800) Fund;
2. Approve a FY 2022/23 project budget augmentation for the NRW Manhole and Pipeline Project, No. EN19028, in the amount of \$393,398, from \$70,000 to \$463,398 in the Non-Reclaimable Wastewater (10500) Fund; and
3. Authorize the General Manager to approve the budget augmentation;

◆ and

1. Approve the total project budget augmentation for RW15003.00 in Fiscal Year 2022/23 from \$24,004,424 to \$27,260,512;
2. Approve the second amendment to IEUA and CBWM's Cost Sharing Agreement, Task Order No. 9, for the project under RW15003.06;
3. Approve the construction change order with MNR Construction, Inc. for Project No. RW15003.06 at a not-to-exceed amount of \$3,161,995 which increases the contract from \$15,669,068.27 to \$18,831,063.27 (20% increase); and
4. Authorize the General Manager to execute the contracts, subject to non-substantive changes;

as Consent Calendar items on the September 21, 2022 Board meeting agenda.

### **3A – 3C. INFORMATION ITEMS**

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

- ◆ Recycled Water Groundwater Recharge Update
- ◆ RP-5 Expansion Project Update
- ◆ Engineering and Construction Management Project Updates

### **4. GENERAL MANAGER'S COMMENTS**

General Manager Shivaji Deshmukh stated that in respect of time he will forego providing General Manager Comments noting that Chair Camacho heard the comments in the prior Committee meeting and Director Tule will hear the comments in the next Committee meeting.

### **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 Camacho adjourned the meeting at 11:06 a.m.

Respectfully submitted,

Denise Garzaro  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: NOVEMBER 9, 2022**

DRAFT

**CONSENT  
ITEM  
1B**

**Date:** November 16, 2022

**To:** The Honorable Board of Directors

*SD*  
**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

**Staff Contact:** Christiana Daisy, Deputy General Manager

**Subject:** Rialto Recycled Water Intertie Finding of Consistency with the Program  
Environmental Impact Report

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**Executive Summary:**

In May 2022, IEUA certified the Chino Basin Program (CBP) Final Program Environmental Impact Report (PEIR). This document evaluated the potential environmental impacts associated with the projects identified in the PEIR which includes the Rialto Recycled Water Intertie pipeline project. In accordance with State of California Environmental Quality Act (CEQA) Guidelines Section 15168, IEUA must perform an evaluation to determine whether it is still appropriate to rely upon the PEIR for CEQA compliance or if a second-tier environmental determination is required.

Tom Dodson & Associates conducted the evaluation and concluded the environmental circumstances have not substantially changed since the May 2022 PEIR was certified. The additional technical studies prepared for the State Revolving Fund CEQA package verified the PEIR findings for cultural resources. As a result, the Rialto Recycled Water Intertie project will not have any new effects that were not addressed in the PEIR and a second-tier environmental determination is not required.

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**Staff's Recommendation:**

1. Find that the Rialto Recycled Water Intertie falls within the scope of the Chino Basin Program included in the 2022 CBP Program Environmental Impact Report (PEIR); and
2. Find that the PEIR adequately describes the activity for the purposes of CEQA.

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

Account/Project Name:

PL19005.00 - Chino Basin Program

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On May 18, 2022, the Board of Directors adopted Resolution No. 2022-5-1, certifying the Chino Basin Program Final Program Environmental Impact Report.

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**Environmental Determination:**

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Chino Basin Program Final Program Environmental Impact Report and a CEQA evaluation for SRF Loan Funding have been completed.

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**Business Goal:**

The Rialto Recycled Water Intertie project is consistent with the Agency's Business Goal of Water Reliability, specifically the Water Supplies objective that IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Rialto Recycled Water Intertie Finding of Consistency



# Rialto Recycled Water Intertie Finding of Consistency

Liza Muñoz, PE

Senior Engineer

November 16, 2022

# Background

- The Chino Basin Program - Program Environmental Impact Report (PEIR) evaluated potential environmental impacts resulting from implementing the CBP projects which included the Rialto Recycled Water Intertie project.
- Final PEIR included feasible, prudent actions to analyze, disclose, and mitigate all potentially significant environmental impacts.
- IEUA Board of Directors certified the PEIR in May 2022.
- Per CEQA guidelines, IEUA needs to determine whether it is appropriate to rely upon the PEIR for CEQA compliance or if a second-tier environmental determination is required for the Rialto Recycled Water Intertie project.

# Environmental Determination

- Tom Dodson & Associates conducted the evaluation:
  - The environmental circumstances have not changed since the PEIR certification.
  - The adverse impacts were less than significant based on project implementation.
- CBP PEIR adequately describes the activity for the purposes of CEQA.
- Rialto Recycled Water Intertie project will not have any new effects that were not addressed in the PEIR.
- A second-tier environmental determination is not required.

# Recommendation

1. Find that the Rialto Recycled Water Intertie falls within the scope of the Chino Basin Program included in the 2022 CBP Program Environmental Impact Report (PEIR); and
2. Find that the PEIR adequately describes the activity for the purposes of CEQA.

*The Rialto Recycled Water Intertie project is consistent with the Agency's Business Goal of Water Reliability, specifically the Water Supplies objective that IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.*



## **Project Under Review: Rialto Recycled Water Intertie**

### **Background and Evaluation Framework**

The Chino Basin Program (CBP) Program Environmental Impact Report (PEIR) was certified by the Inland Empire Utilities Agency (IEUA or Agency) Board of Directors on May 18, 2022. The CBP proposes an ambitious program that would install an Advanced Water Purification Facility (AWPF or Facility) at IEUA's Regional Plant No. 4 (RP-4). This Facility would be designed to treat up to 17,000 acre-feet per year (AFY) of recycled water. Of this volume, up to 15,000 AFY would be stored in the Chino Groundwater Basin as part of a statewide conjunctive water use program.

The CBP was submitted for Proposition 1 – Water Storage Investment Program (WSIP) funding and was awarded \$206.9M in conditional funding in July 2018. As a result, the CBP has been developed as a program for which California Environmental Quality Act (CEQA) compliance has been determined to be required in order to implement the proposed conjunctive use program.

Under the WSIP, the CBP is proposed as a 25-year conjunctive use project that would develop and utilize a new advanced water purification facility (AWPF) to treat and store up to 15,000 acre feet per year (AFY) of recycled water in the Chino Basin and extract the water during call years, which will likely be in dry seasons. The CBP would increase additional available groundwater supplies in the adjudicated Chino Basin through increased water recycling that would result from operation of a new AWPF and through groundwater storage by operation of new injection wells. The CBP would thereby enable IEUA to dedicate a commensurate amount of water to remain in the State Water Project system at Lake Oroville in Northern California that would otherwise be delivered to Southern California. The additional Lake Oroville water would subsequently be released in the form of pulse flows in the Feather River to improve habitat conditions for native salmonids and achieve environmental benefits.

IEUA's partner and the State Water Project Contractor that will facilitate the exchange for the CBP is Metropolitan Water District of Southern California (MWD). The CBP would produce 15,000 AFY of "new" water supply for a period of 25-years to be used locally by partnering agencies and to provide for the State exchange, to be used in blocks of up to 50,000 AFY in hydrologically drier years when pulse flows in the Feather River would provide the most ecosystem benefit and other State Water Project (SWP) operations would not be affected. The exchange would be administered through agreements with the California Department of Water Resources (DWR), the California Department of Fish and Wildlife (CDFW), MWD, and other project partners.

One of these project partners is the City of Rialto (Rialto) that operates the Rialto Wastewater Treatment Plant (WWTP) in the southern portion of the City. IEUA proposes to purchase up to 3,500 AFY from Rialto and deliver recycled water to a new AWPF at RP-4. This will require a pipeline from the Rialto WWTP to RP-4. The installation and operation of the AWPF was fully evaluated in the PEIR, however a specific pipeline alignment from the Rialto WWTP to RP-4 was not defined in the PEIR. IEUA has now evaluated and selected a pipeline alignment that

will convey the 3,500 AFY from the Rialto WWTP to the RP-4 AWPf. This alignment is shown as Alternative 2B on the attached Alignment Alternatives Map. A pump station at the Rialto WWTP will be installed to move the water from this site to the RP-4 AWPf site.

The proposed pipeline will be 24 inches in diameter. The pipeline alignment will begin at the Rialto WWTP and follow Alignment 2B. Reach 1 will follow the Santa Ana Avenue alignment west to its intersection with Calabash Avenue. Reach 2 will follow the Calabash Avenue alignment north to San Bernardino Avenue. Reach 3 will follow the San Bernardino Avenue alignment west to Etiwanda Avenue. Reach 4, the final reach, will travel north on Etiwanda Avenue and enter the RP-4 facility. All disturbance associated with this project will be within the existing road rights-of-way (ROW) or disturbed areas adjacent to the ROW. At this time IEUA proposes to jack and bore at certain locations along Alignment 2B. These are shown on the second graphic. Permission to jack and bore will need to be obtained by IEUA from certain property owners (cities, railroads, and Caltrans) through the acquisition of encroachment permits.

This pipeline alignment is 59,290 lineal feet in length. It is assumed that the pipeline will be installed over a period of one year, with 22 working days per month. At a minimum 250 lineal feet of pipeline will be installed each work day, with a maximum of 500 lineal feet installed per work day.

Section 15168 of the State CEQA Guidelines (copy attached) define the review procedures when utilizing a "Program EIR" with "Later Activities." Based on a review of the Rialto Recycled Water Intertie provided in this evaluation, IEUA finds that the Rialto Recycled Water Intertie project meets the requirements of Section 15168 (e) because it is an activity within the scope of the program approved earlier and the program EIR adequately describes the activity for the purposes of CEQA.

Specifically, on page 3-28 of the PEIR the Rialto WWTP is identified as one of the CBP sources of recycled water. On pages 3-23 and 3-24 of the PEIR Exhibit 8 and Table 8 conceptually identify an alignment for the proposed pipeline and indicate that up to 158,400 lineal feet of pipeline will be installed in support of the CBP. The proposed alignment generally follows the conceptual alignment shown on Exhibit 8 and the proposed pipeline from the Rialto WWTP represents the first 59,290 lineal feet of the pipeline listed in Table 8. Based on these data and additional data provided on pages 62 and 63 of the PEIR, IEUA concludes that the proposed Rialto Recycled Water Intertie project is adequately described in the PEIR and falls within the scope of the PEIR.

## **Evaluation**

The following analysis describes how and why the proposed Rialto Recycled Water Intertie project is consistent with the environmental findings in the PEIR. Each environmental issue evaluated in the CBP PEIR is addressed in the following comments.

### *Aesthetics*

The Aesthetic impacts of the proposed project are evaluated in Chapter 4.2 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as below ground installation of pipelines, or through implementation of mitigation measures. A total of 7 mitigation measures were identified and the proposed project will implement any specific measures that apply to this pipeline project. Based on a field review of the pipeline alignment, no unique visual resources, such as bedrock outcrops, occur within the project pipeline alignment. For the proposed project, the findings are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Agriculture and Forestry Resources*

The Agriculture and Forestry Resources impacts of the proposed project are evaluated in Chapter 4.3 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no encroachment on such resources, or through implementation of mitigation measures. A total of 2 mitigation measures were identified and the proposed project will not need to implement any specific measures. Based on a field review of the pipeline alignment, no agricultural or forestry resources occur within the project pipeline alignment. Thus, no adverse impacts to these resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Air Quality*

The Air Quality impacts of the proposed project are evaluated in Chapter 4.4 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts or through implementation of mitigation. One mitigation measure was identified and the proposed project will implement this specific measure because it applies to this pipeline project. Since this project is likely to be implemented before any other facilities are ready for construction, the findings are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Biological Resources*

The Biological Resources impacts of the proposed project are evaluated in Chapter 4.5 of the CBP PEIR. Potential adverse impacts were found to be significant based on project cumulative contribution to reducing flows in the Santa Ana River, and the possibility the mitigation would not offset impacts to the Santa Ana Sucker. Twenty-six (26) mitigation measures were identified and the proposed project will implement those specific measures that apply to this pipeline project. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has minimal potential to adversely impact sensitive biological resources directly. This is particularly the case since most sensitive area crossed by the roadways will be jack and bored. Thus, the project will avoid direct impact on most biological resources and the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Cultural Resources*

The Cultural Resources impacts of the proposed project are evaluated in Chapter 4.6 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on project implementation of four mitigation measures where required. The proposed project will implement those specific measures that apply to this pipeline project. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has minimal potential to adversely impact sensitive cultural resources directly with any integrity or value due previous disturbance within the pipeline ROW. Thus, the project will avoid direct impact on most cultural resources and the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Energy*

The Energy impacts of the proposed project are evaluated in Chapter 4.7 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on the implementation of standard energy consumption programs. No mitigation measures were identified and the proposed project will not need to implement any specific measures. Based on a field review of the pipeline alignment, standard pipeline construction methods can be used that conserve energy and the pipeline itself does not consume energy after installation. The new pump station will utilize the most efficient equipment in order to minimize energy costs over the long term. Thus, no significant adverse impacts to energy resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Geology and Soils*

The Geology and Soil impacts of the proposed project are evaluated in Chapter 4.8 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on project implementation of three mitigation measures where required. The pipeline ROW occurs totally within shallow sloping, disturbed (engineered) alluvial material and soils. The proposed project will implement those specific measures that apply to this pipeline project. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has minimal potential to adversely impact native soil resources. Thus, the project will avoid significant impact on most geology and soil resources and the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.



### *Greenhouse Gas Emissions*

The Greenhouse Gas (GHG) Emissions impacts of the proposed project are evaluated in Chapter 4.9 of the CBP PEIR. Potential adverse impacts were found to be significant based on the project individually and cumulatively generating GHG emissions that are forecast to exceed defined thresholds. Two mitigation measures were identified and the proposed project will implement those specific measures that apply to this pipeline project. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has minimal potential to require mass grading that will move a large amount of soil during construction. But the length of the pipeline is forecast to exceed the GHG emission thresholds even after implementing applicable mitigation. Thus, the findings for this specific project are consistent with the CBP PEIR findings, unavoidable significant GHG emissions even with implementation of pertinent mitigation.

### *Hazards and Hazardous Materials*

The Hazards and Hazardous Materials impacts of the proposed project are evaluated in Chapter 4.10 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on implementing pertinent measures of the 13 mitigation measures that were identified. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has some potential to adversely impact the environment during an accidental spill. Also, a potential exists to expose previous contaminated areas. This is particularly the case since certain areas of the alignment will be jack and bored. Thus, the project could directly impact unknown hazards or hazardous materials, but mitigation measures are in place to ensure such impacts can be controlled to a less than significant impact. Thus, the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Hydrology and Water Quality*

The Hydrology and Water Quality impacts of the proposed project are evaluated in Chapter 4.11 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on implementing pertinent measures of the 13 mitigation measures that were identified. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction and operation of this project has limited potential to adversely impact the hydrology and water quality of the alignment with implementation of pertinent mitigation measures. Since certain areas of the alignment will be jack and bored, disturbance of stream channels and associated wetland will be negligible. Thus, the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Land Use/Planning*

The Land Use/Planning impacts of the proposed project are evaluated in Chapter 4.12 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on the implementation of a single mitigation measure. The proposed Rialto WWTP Pipeline Project will utilize existing public ROWs from the WWTP to RP-4. The specific ROWs contain existing

roadways and other public utility easements. The proposed Rialto WWTP Pipeline will be just one more public utility. No change in surface land use will occur along the alignment and no conflicts or incompatibilities have been identified along the alignment. Installation of the pipeline will cause temporary traffic impacts that will be managed in each jurisdiction by implementing a construction traffic management plan. Thus, no significant adverse impacts to land use will occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Mineral Resources*

The Mineral Resources impacts of the proposed project are evaluated in Chapter 4.13 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no encroachment on such resources, or through implementation of mitigation measures. A total of 1 mitigation measure was identified and the proposed project will not need to implement any specific measures. Based on a field review of the pipeline alignment, no mineral resource activities occur within or directly adjacent to the project pipeline alignment. Thus, no adverse impacts to these resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Noise*

The Noise impacts of the proposed project are evaluated in Chapter 4.14 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on implementing pertinent measures of the 7 mitigation measures that were identified. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has some potential to adversely impact adjacent sensitive noise receptors. During construction noise will be generated, but mitigation measures are in place to ensure such impacts can be controlled to a less than significant impact. Future operations of the pipeline will not generate substantial noise, so minimal mitigation would be required over the long term. Thus, the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Population/Housing*

The Population/Housing impacts of the proposed project are evaluated in Chapter 4.15 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no direct, substantial increase in population or housing resources within the project area. A total of 1 mitigation measure was identified and the proposed project will not need to implement any specific measures as no housing will be impacted by this project. Thus, no significant adverse impacts to these resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Public Services*

The Public Services impacts of the proposed project are evaluated in Chapter 4.16 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no direct, substantial direct increase in demand for public service resources within the project area. A total of two mitigation measures were identified and the proposed project will need to implement measure PS-1 to control trespass and theft at staging areas. Thus, no significant adverse impacts to these public service resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings.

### *Recreation*

The Recreation impacts of the proposed project are evaluated in Chapter 4.17 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no direct, substantial impact on existing or proposed recreation resources within the project area. A total of 2 mitigation measures were identified and the proposed project will not need to implement any specific measures as no recreational resources will be impacted by this project. Thus, no significant adverse impacts to these resources can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### *Transportation*

The Transportation impacts of the proposed project are evaluated in Chapter 4.18 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on implementation of two mitigation measures identified for construction activities on roadways. These measures will need to be implemented to ensure that traffic can flow and emergency vehicles can access sites along the four different reaches of the pipeline alignment during construction. Thus, no significant adverse impacts to these roadways will result from implementing the proposed project. For the proposed project, the findings are consistent with the CBP PEIR findings with implementation of mitigation.

### *Tribal Cultural Resources*

The Tribal Cultural Resources (TCR) impacts of the proposed project are evaluated in Chapter 4.14 of the CBP PEIR. The Gabrieleño Band of Mission Indians – Kizh Nation submitted comments on the Draft PEIR requesting to become a consulting party under the CBP even though they missed the AB 52 consultation period. IEUA agreed to this request and added mitigation specific to the Band under the CBP. The project area is located within both the Gabrieleño and San Manuel territories. Based on the modified mitigation, potential adverse impacts were found to be less than significant based on implementing pertinent measures of the 8 mitigation measures that were identified. The pipeline project will be located within existing disturbed and paved road ROWs and thus the construction of this project has limited potential to adversely impact sensitive TCR resources. Regardless, both tribes will be notified of the proposed Rialto WWTP Pipeline Project. Where appropriate, mitigation measures are in place to ensure TCR impacts can be controlled to a less than significant impact level. Thus, the findings

for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Utilities/Service Systems*

The Utilities/Service Systems impacts of the proposed project are evaluated in Chapter 4.20 of the CBP PEIR. Based on the forecast GHG during construction of the proposed water and wastewater facilities, implementation of these facilities was forecast to result in a significant impact, thereby, a significant impact under Utilities and Service Systems is anticipated as a result of implementation of the CBP. This is because the CBP would develop water and wastewater facilities that would contribute to significant construction-related GHG emissions. As such, though MM **GHG-1** would reduce construction-related GHG emissions to the greatest extent feasible, construction-related GHG emissions associated with the CBP would exceed the approximated SCAQMD threshold for 2030 per year during the most intensive year of construction activities (2027), and therefore would potentially hinder the statewide GHG emission reduction target for 2030. Thus, the proposed CBP would result in a significant and unavoidable impact related to construction of new or expansion or modifications to existing water and wastewater facilities. All other impacts related to Utilities and Service systems have been determined to be less than significant with implementation of pertinent measures of the 13 mitigation measures identified in the PEIR. It is not clear that the proposed Rialto WWTP Pipeline Project will exceed GHG annual thresholds, but it is a major CBP facility and will retain the finding in the PEIR. Thus, the findings for this project are consistent with the CBP PEIR findings with implementation of pertinent mitigation.

### *Wildfire*

The Wildfire impacts of the proposed project are evaluated in Chapter 4.21 of the CBP PEIR. Potential adverse impacts were found to be less than significant based on lack of potential impacts, such as no encroachment on such resources, or through implementation of mitigation measures. One mitigation measure was identified and the proposed project will not need to implement this measure. Based on a field review of the pipeline alignment, no high wildfire hazard areas occur within or directly adjacent to the project pipeline alignment. Thus, no adverse impacts to this issue can occur. For the proposed project, the findings are consistent with the CBP PEIR findings with no implementation of mitigation.

### **Conclusion**

Based on the preceding evaluation, IEUA can make an environmental determination for the proposed Rialto Recycled Water Intertie Project that the CBP PEIR adequately describes the activity for the purposes of CEQA. This Project is consistent with the findings in the CBP PEIR.

ACTION  
ITEM  
2A

**Date:** November 16, 2022

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

Finance & Administration

11/09/22

**Staff Contact:** Christiana Daisy, Deputy General Manager

**Subject:** Ely Monitoring Well Construction Contract Award

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### Executive Summary:

The Ely Basin, located in the City of Ontario, is an active groundwater recharge basin that receives delivery of imported, recycled, and stormwater for regional groundwater replenishment. The existing monitoring well, which facilitates sampling to analyze the groundwater quality and maintain compliance, failed in place. Attempts to remove and maintain the well pump were unsuccessful; therefore, the existing well components seized in place. The project intends to abandon the existing well, install a new monitoring well west of the existing well, and install fence and access gate improvements.

Inland Empire Utilities Agency (IEUA) issued an invitation for bids on August 25, 2022, to four prequalified well-drilling contractors. On September 29, 2022, IEUA received one construction bid from Yellow Jacket Drilling Services, LLC, and was determined to be the responsive, responsible bidder with a bid price of \$394,000; Engineer's estimate was \$345,000. O&M Funds originally allocated for the project cannot be utilized because the revised scope of work plans includes the construction of new capital assets. Therefore, staff requests approval for a project budget transfer in the amount of \$400,000 from Ely Monitoring Well, Project No. EN21051, in the WC OM Fund, \$100,000 from the RP-1 MCB and Old Lab Building Rehab, Project EN20051, in the RO Fund, and \$100,000 from the RP-1 Energy Recovery, in the RO Fund.

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### Staff's Recommendation:

1. Award a construction contract for the Ely Monitoring Well, Project No. EN23041, to Yellow Jacket Drilling Services LLC in the amount of \$394,000;
2. Approve a total and FY 22/23 budget transfer in the amount of \$400,000 from Ely Monitoring Well, EN21051, in the Recycled Water (WC) (10600) Fund, \$100,000 from RP-1 MCB and Old Lab Building Rehab, EN20051, in the Regional Operations and Maintenance (RO) (10800) Fund, and \$100,000 from RP-1 Energy Recovery, EN19009, in the RO (10800) Fund, to Ely Monitoring Well Capital, EN23041 in the WC (10600) Fund for a total amount of \$600,000; and
3. Authorize the General Manager to execute the construction contract and budget transfers, subject to non-substantive changes.

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**Budget Impact** Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 600,000

Account/Project Name:

EN21051/Ely Monitoring Well Project O&M  
EN20051/RP-1 Energy Recovery, EN19009/RP-1 Energy Recovery  
EN23041/Ely Monitoring Well Project Capital

Fiscal Impact (explain if not budgeted):

If approved, a total project and FY 22/23 budget in the amount of \$600,000 will be transferred to Ely Monitoring Well, EN23041 (10600) from Ely Monitoring Well, Project No. EN21051 (10600), \$100,000 from the RP-1 MCB and Old Lab Building Rehab, Project EN20051 (10800), and \$100,000 from the RP-1 Energy Recovery, EN19009 (10800).

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**Prior Board Action:**

On January 20, 2021, the Board of Directors awarded a contract to GHD Inc., for the predesign engineering services on five project predesigns (multiple project numbers), for a not-to-exceed amount of \$478,973. The individual cost for the Ely Monitoring Well Project, No. EN21051, predesign was \$46,237.

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**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.

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**Business Goal:**

The Ely Monitoring Well 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.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

# **Attachment 1**





# Ely Monitoring Well Project Construction Contract Award and Budget Transfer

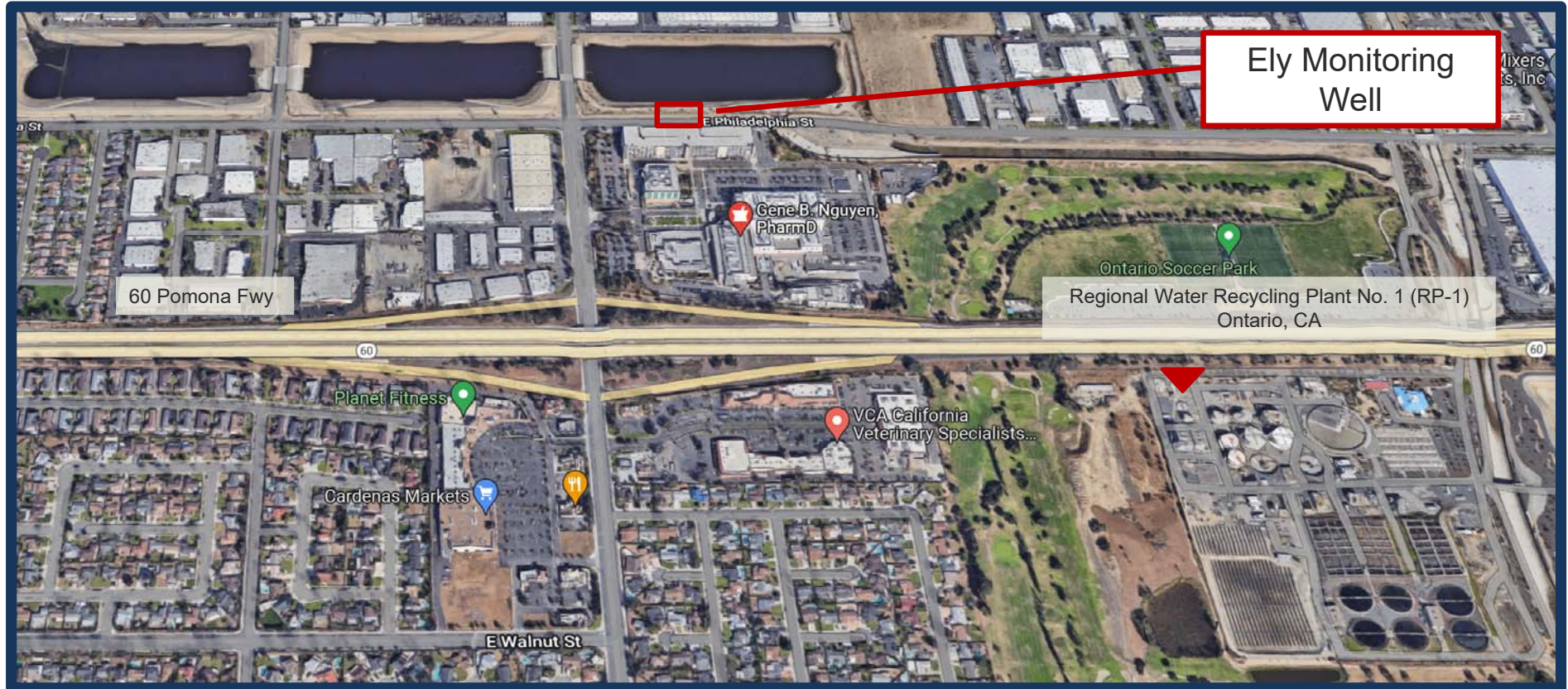
Project EN21051/EN23041

Jamal Zughbi, P.E.

Senior Engineer

November 2022

# Project Location: Ely Recharge Basins





# Background

- Well Purpose: Monitors Ely Basins recharge groundwater quality
- Existing monitoring well failed in 2019
- Well pump/components seized in place

## Project Goal:

- Meet requirements to ensure compliance
- Improve ground water quality
- Enhance operational reliability



Existing Ely Monitoring Well

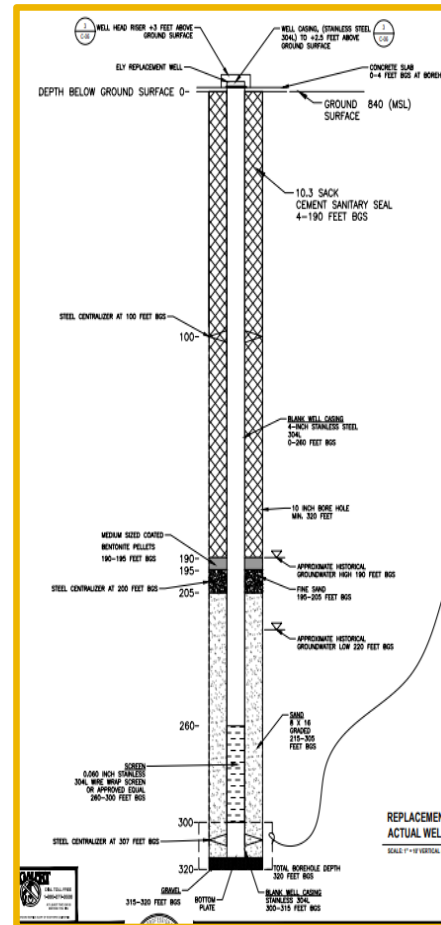


Ely Basin – Partial View

# The Project

## Scope of Work:

- Abandon existing well in place
- Installation of new well
- Soil testing during drilling
- Install new access gate
- Traffic control
- Commissioning, start-up and testing



New Monitoring Well Design



Location of new monitoring well

# Contractor Bids and Selection

- Four prequalified drilling contractors were contacted
- Two job walks conducted; three contractors attended
- One bid was received on September 29, 2022

Bidder's Name	Final Bid Amount
Yellow Jacket Drilling Services, LLC	\$394,000
Engineer's Estimate	\$345,000

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$170,625</b>
Design Consultant Contract	\$89,042
IEUA Design Services (actuals)	\$81,583
<b>Construction Services</b>	<b>\$132,102</b>
Consultant Engineering Services During Construction	\$52,102
IEUA Construction Services	\$80,000
<b>Construction</b>	<b>\$454,000</b>
Construction Contract (this action)	\$394,000
Contingency (~15%)	\$60,000
<b>EN21051 Total Project Cost (actual)</b>	<b>\$170,625</b>
<b>EN21051 Total Project Budget [Recycled Water (10600) O&amp;M Fund]</b>	<b>\$684,999</b>
<b>EN23041 Total Project Cost [Recycled Water (10600) Capital Fund]</b>	<b>\$586,102</b>
<b>Total and FY 22/23 Budget Transfer from EN21051 to EN23041 (this action)</b>	<b>\$400,000</b>
<b>Total and FY 22/23 Budget Transfer from EN20051 to EN23041 (this action)</b>	<b>\$100,000</b>
<b>Total and FY 22/23 Budget Transfer from EN19009 to EN23041 (this action)</b>	<b>\$100,000</b>
<b>Revised Current Total Project EN23041</b>	<b>\$600,000</b>

Project Milestone	Date
<b>Construction</b>	
Construction Contract Award	November 2022
Construction Completion	July 2023



## Recommendation

- Award a construction contract for the Ely Monitoring Well, Project No. EN23041, to Yellow Jacket Drilling Services LLC in the amount of \$394,000;
- Approve a total and FY 22/23 budget transfer in the amount of \$400,000 from Ely Monitoring Well, EN21051, in the Recycled Water (WC) (10600) Fund, \$100,000 from RP-1 MCB and Old Lab Building Rehab, EN20051, in the Regional Operations and Maintenance (RO) (10800) Fund, and \$100,000 from RP-1 Energy Recovery, EN19009, in the RO (10800) Fund, to Ely Monitoring Well Capital, EN23041 in the WC (10600) Fund for a total amount of \$600,000; and
- Authorize the General Manager to execute the construction contract and budget transfers, subject to non-substantive changes.

The Ely Monitoring Well 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: 4600003200**

**ELY MONITORING WELL CONTRACT**

THIS CONTRACT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Yellow Jacket Drilling Services, LLC, hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

**WITNESSETH:**

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

- A.** CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR **IFB-JV-22-010, Project No. EN23041, Ely Monitoring Well** 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 Section 4 – Forms, Bid Price Schedule & Bid Forms, and accepted by IEUA, and set forth in this below.

Total Bid Price: \$394,500 Dollars and 00 Cents.

- D.** IEUA hereby employs the CONTRACTOR to perform the Work according to the

terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

- E.** The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions, and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F.** The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA **Two Hundred Seventy (270)** calendar days after the Notice to Proceed. 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 Section 2 – General Information, S., Liquidated Damages for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I.** In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J.** That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

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

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

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

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

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

CONTRACTOR

By \_\_\_\_\_  
*Shivaji Deshmukh*  
*General Manager*

By \_\_\_\_\_

\_\_\_\_\_  
*Title*

\* *A Municipal Water District*

ACTION  
ITEM  
2B

**Date:** November 16, 2022

*ADD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

**Staff Contact:** Christiana Daisy, Deputy General Manager

**Subject:** Duperon Bar Screens Standardization and Single Source Procurement

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### Executive Summary:

Regional Water Recycling Plant No.1 (RP-1) currently uses four 5/8-inch influent screens to remove material and debris in the headworks process. The low capture rate due to the wide bar spacing and type of rake, causes downstream mixers to seize and pumps to plug resulting in process interruptions, equipment downtime, and additional maintenance costs. This project will install new multi-rake bar screens with 3/8-inch spacing to increase the capture rate.

In 2018, IEUA solicited a competitive bid for the pre-selection of a coarse screening system for the RP-5 Expansion Project; facilities included RP-4, RP-5, and Carbon Canyon Water Recycling Facility. The Duperon bar screens have proven to be reliable and require minimal maintenance, and the procurement of additional Duperon bar screens is consistent with IEUA's asset management program. As such, staff is requesting a finding per Public Contract Code 3400(c), which allows public agencies to specify a specific product for use if the awarding authority makes a finding that one or more conditions exist, specifically condition (2) matching existing products in use on the particular public improvement. Lastly, staff recommends a single source procurement of four Duperon bar screens for the RP-1 Headworks Bar Screen System Improvements, in the amount of \$1,800,232.

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### Staff's Recommendation:

1. Adopt a finding pursuant to Public Contract Code 3400(c)(2), that the use of Duperon Bar Screens, is valid "for the purpose of matching an existing product that is used across all treatment plants at IEUA";
2. Authorize the standardization selection and single source procurement for future O&M and capital projects;
3. Authorize the procurement of four influent bar screens manufactured by Duperon Corporation as a single source for the RP-1 Headworks Bar Screen System Improvements Project, in the amount of \$1,800,232; and
4. Authorize the General Manager to execute the contract subject to non-substantive changes.

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

*Account/Project Name:*

EN23111 RP-1 Headworks Bar Screen System Improvements

*Fiscal Impact (explain if not budgeted):*

None.

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**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

CEQA determination will be prepared prior to award of the construction contract.

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**Business Goal:**

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

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**Attachments:**

Attachment 1 - Duperon Standardization Background

Attachment 2 - PowerPoint Presentation

Attachment 3 - Duperon Contract ([Click to Download](#))

# **Attachment 1**



## Background

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Subject: Duperon Bar Screen Standardization and Single Source Procurement

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In 2018, Inland Empire Utilities Agency (IEUA) solicited a competitive bid (RFP-JV-18-006) to pre-select a manufacturer to provide the coarse screening system for the RP-4 Influent Screen Replacement (EN19010), RP-5 Liquids Treatment Expansion (EN19001), and Carbon Canyon Water Recycling Facility Asset Management and Improvements (EN17006) projects. Since installation, the Operations Department has continued to maintain and operate these Duperon bar screens. IEUA staff recommends continuing using Duperon bar screens within the treatment plants moving forward due to their reliability and to maintain consistency.

Continuing to use Duperon bar screens has numerous benefits which include their reliability since being installed at IEUA, the Operations and Maintenance staff is already familiar with the bar screens, eliminating the need for training of different equipment, and finally standardization to Duperon bar screens at all IEUA facilities is consistent with IEUA's asset management program. Finally, new bar screens will need to be installed at Regional Water Recycling Plant No.1 (RP-1), and it is the Operations and Maintenance Departments recommendation to utilize the same manufacturer of bar screens currently standardized at the other three IEUA wastewater treatment facilities.

Given the benefits and proven reliability of the Duperon bar screens to IEUA, the following recommendation is made.

Pursuant to the Public Contract Code 3400(c) below, Public Agencies are allowed to make a finding to single source a product if any one of the findings below are valid. This board action is a request for the Board to make such a finding on one account and authorize the single source of the Duperon Bar Screens for future O&M and capital projects.

### *PUBLIC CONTRACT CODE - PCC*

#### *DIVISION 2. GENERAL PROVISIONS [1100 - 22355]*

*( Division 2 enacted by Stats. 1981, Ch. 306. )*

#### *PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9204]*

*( Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2. )*

#### *CHAPTER 3. Formation [3000 - 3505]*

*( Chapter 3 added by Stats. 1983, Ch. 256, Sec. 81. )*

### ARTICLE 4. Preference for Materials [3400 - 3410]

*( Heading of Article 4 renumbered from Article 5 by Stats. 2017, Ch. 816, Sec. 2. )*



3400.

(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

(1) In order that a field test or experiment may be made to determine the product's suitability for future use.

***(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.***

*(3) In order to obtain a necessary item that is only available from one source.*

(4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.

(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

# **Attachment 2**



# Duperon Bar Screen Standardization and Single Source Procurement

Sandra Salazar, PE  
Associate Engineer  
November 2022

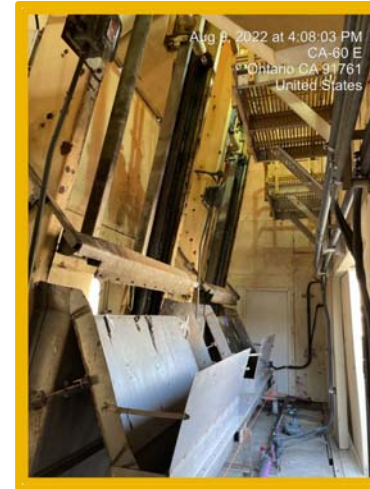


# Project Location: Regional Plant No.1

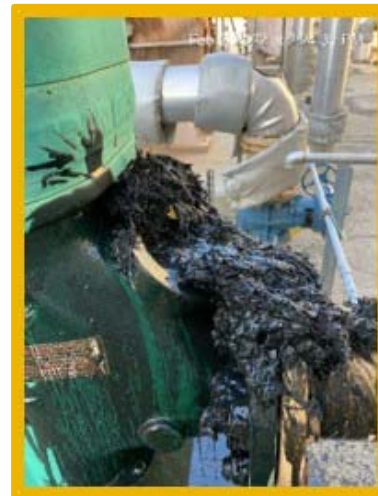


# Background

- Headworks Bar Screens (existing)
  - Large screen spacing (5/8-inch)
  - High headloss
- Material breakthrough
  - Low capture rate
  - Pump clogging
  - Mixer seizing
  - Debris accumulation in structures
- Downstream Impacts
  - Equipment downtime
  - Extensive maintenance cost
  - Process interruptions



RP-1 Existing Influent Bar Screens



RP-1 Sludge Grinder



# Duperon Bar Screens

- Operational Benefits:
  - Improved capture rate
  - Reduced ragging issues
  - Lower headloss
- Standardization:
  - Pre-Selected through competitive process
    - 20-year O&M Cost
    - System Configuration and Operation
    - Experience & References
  - Consistent with IEUA's asset management program
- Costs comparison to RP-4 (similar installation)
  - RP-4 per screen cost ~ \$300K (2019)
  - RP-1 per screen cost ~ \$450K (current)



RP-4 Existing Duperon Bar Screens



Duperon Bar Screens

# Project Cost and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$1,840,232</b>
Pre-Design & Solicitation	\$40,000
Duperon Bar Screens Procurement	\$1,800,232
<b>Construction Services</b>	<b>\$150,000</b>
IEUA Construction Support Services (10%)	\$150,000
<b>Construction</b>	<b>\$1,650,000</b>
Design Build Contract Estimate	\$1,500,000
Contingency (10%)	\$150,000
<b>Total Project Cost (EN23111):</b>	<b>\$3,640,232</b>
<b>Total Project Budget (EN23111):</b>	<b>\$3,900,000</b>

Project Timeline	Date
Design-Build Contract Award	February 2023
Construction Completion	June 2024

# Recommendation

- Adopt a finding pursuant to Public Contract Code 3400(c)(2), that the use of Duperon Bar Screens, is valid “for the purpose of matching an existing product that is used across all treatment plants at IEUA”;
- Authorize the standardization selection and single source procurement for future O&M and capital projects;
- Authorize the procurement of four influent bar screens manufactured by Duperon Corporation as a single source for the RP-1 Headworks Bar Screen System Improvements Project, in an amount of \$1,800,232; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The standardization of Duperon Bar Screens is consistent with **IEUA’s Business Goal of Wastewater Management**, specifically the Asset Management and Water Quality objectives that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.



ACTION  
ITEM  
2C

**Date:** November 16, 2022

*ASD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

Finance & Administration

11/09/22

**Staff Contact:** Christiana Daisy, Deputy General Manager

**Subject:** Procurement of Rockwell Automation Equipment

---

### Executive Summary:

In October 2019, Inland Empire Utilities Agency (IEUA) renewed and expanded the Royal Industrial Solutions (Royal), a supplier of Rockwell Automation (Rockwell) equipment, Standardization Agreement. IEUA standardized the use of Rockwell products and services within its facilities, and Royal committed to an enhanced discount structure and support services to fulfill IEUA's goal.

The RP-1 SCADA Migration Project will begin its construction phase in Spring 2023. IEUA staff recommends the procurement of Rockwell equipment prior to awarding the construction contract for the project. This equipment include items considered critical to the project, such as Programmable Logic Controllers (PLCs) and networking components. Pre-purchasing these items will help avoid major project delays due to the long lead times forecasted for this equipment (current lead times vary between six months and a year) .

On September 28, 2022, IEUA received a proposal from Royal for \$1,891,100 (including a 5-year extended warranty). Staff is recommending the procurement of Rockwell equipment based on the current Standardization Agreement with Royal.

---

### Staff's Recommendation:

1. Approve the procurement from Royal Industrial Solutions of the Rockwell Automation equipment for the RP-1 SCADA Migration Project, EN13016.05, for a not-to-exceed amount of \$1,891,100; and
2. Authorize the General Manager to authorize the procurement, subject to non-substantive changes.

---

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

*Account/Project Name:*

EN13016.05/RP-1 SCADA Migration

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On September 18, 2019, the Board of Directors approved a Standardization Agreement with Rockwell Automation and Royal Industrial Solutions.

---

**Environmental Determination:**

Not Applicable

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**Business Goal:**

The RP-1 SCADA Migration Project is consistent with IEUA's Business Goal of Wastewater Management that ensures quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

---

**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Single Source Procurement Agreement with Royal Automation

# **Attachment 1**

# RP-1 SCADA Migration Project Procurement of Rockwell Automation Components

Project No. EN13016.05

Pierre Cayatte, P.E.  
Senior Engineer  
November 2022



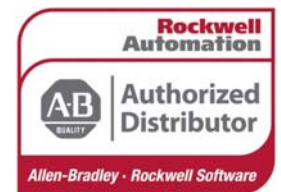
# Project Location

## Regional Water Recycling Plant No. 1



# Background

- September 2019:
  - Board approved the Standardization Agreement between IEUA, Royal, and Rockwell on 09/18/2019
  - Standardized the use of Rockwell products and services within all IEUA facilities
  - Royal committed to an enhanced discount structure and support services
- September 2022:
  - Received proposal for critical Rockwell Equipment from Royal
    - Not-to-Exceed Cost: \$1,563,670
  - Received an Extended Warranty Agreement from Royal
    - Cost: \$65,419 per year for a 5-year period
  - Total Cost :  $\$1,563,670 + (5 * \$65,419) = \$1,890,765$
  - Current estimated lead time range for components: 6 to 12 months



# Project Budget and Schedule

Description	Cost
<b>Design Services</b>	<b>\$3,966,803</b>
Design Consultant Contract (actuals)	\$2,501,727
IEUA Design Services (actuals + forecast)	\$1,133,436
Arcadis U.S. Inc. (RP-1 Control Schematics)	\$239,940
SCADA Programming Services – PCN Review	\$91,700
<b>Construction Services</b>	<b>\$4,907,000</b>
Engineering Services During Construction (6.5%)	\$533,000
IEUA Construction Services (7%)	\$574,000
SCADA Programming Services - Integration (this Action)	\$3,800,000
<b>Construction</b>	<b>\$9,020,000</b>
Construction Contract (estimate)	\$6,308,900
Rockwell Parts	\$1,891,100
Contingency (~10%)	\$820,000
<b>Total Project Cost (this Project):</b>	<b>\$17,893,803</b>
<b>Total Project Cost (CCWRF, RP-4, and RP-5)</b>	<b>\$14,952,890</b>
<b>Total Project Cost (All)</b>	<b>\$32,846,693</b>
<b>Total Project Budget:</b>	<b>\$27,319,448*</b>

\* A total project budget increase will be requested at the time of construction contract award

Project Milestone	Date
<b>Design</b>	
Design Completion	October 2022
<b>Construction</b> (Estimated)	
Construction Contract Award	February 2023
Construction Completion	June 2026





# Recommendation

1. Approve the procurement from Royal Industrial Solutions of the Rockwell Automation equipment for the RP-1 SCADA Migration Project, EN13016.05, for a not-to-exceed amount of \$1,891,100; and
2. Authorize the General Manager to authorize procurement, subject to non-substantive changes.

The RP-1 SCADA Migration Project is consistent with **IEUA's Business Goal of Wastewater Management** that ensures quality asset management and that systems are planned, constructed, and managed to protect quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

# **Attachment 2**

# Standardization Agreement

between

## IEUA\_RA\_Royal



**October 10, 2019**  
Version 3.0

**CONFIDENTIAL**

1.0	PURPOSE: .....	3
2.0	GOALS.....	3
3.0	PRODUCT SCOPE .....	4
4.0	DURATION OF AGREEMENT AND SITES INVOLVED .....	4
5.0	DISCOUNT PRICING .....	5
6.0	CONTRACTOR STANDARDIZATION PROGRAM .....	5
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	APPENDIX A: Rockwell Automation Pricing.....	8
	Appendix B: Authorized Distributor Letter.....	9
	APPENDIX C: Agreement Terms.....	10

## 1.0 PURPOSE:

The purpose of this document is to capture and communicate the understanding of a collaborative relationship between IEUA, Royal and Rockwell Automation (RA) referred to as, the Standardization Agreement, hereafter known as the Agreement.

IEUA intends to standardize on the use of RA products and services within its facilities. RA and Royal have committed to an enhanced discount structure and package of values to support that.

IEUA is renewing and expanding their relationship with RA to continue to pursue its their agency goals and cost-reduction programs. Through this relationship, RA and Royal will proactively help IEUA to continue to reduce the total life cycle costs for factory products as defined in Section 3 of this Agreement and enhance service support capability to IEUA

## 2.0 GOALS

The focus of this Agreement is to ensure that IEUA, Royal and RA continue to work together in a spirit of cooperation to meet mutually defined and agreed upon goals that:

- 1) Reduce IEUA total life cycle costs (including purchase price, engineering, installation, commissioning, training, maintenance, parts, and services) for factory solutions, and help IEUA to quantify these elements of cost reduction.
- 2) Increase RA's position as the standard for factory automation products and services to IEUA by increasing the percentage of RA products purchased in relation to total purchases of the product groups identified in Section 3.
- 3) Continuously improve the quality of the relationship by developing more opportunities for both companies to meet their business goals.

### 3.0 PRODUCT SCOPE

IEUA identifies RA as standard for the products specified in the product scope in Appendix A for all of their facilities.

IEUA will use these products on all appropriate applications unless in the opinion of IEUA they are not economically or technologically justified. In the event IEUA determines that the products are not economically or technologically justified, RA will be given a reasonable opportunity to comment or respond.

RA and Royal will continue to provide the resources described in this Agreement to support its products at all IEUA sites.

In the spirit of this relationship, instances of RA products not meeting IEUA's requirements will be brought to RA's attention. At that point, RA will be given an opportunity to make modifications or additions to their product line in order to meet IEUA's requirements.

### 4.0 DURATION OF AGREEMENT AND SITES INVOLVED

This Agreement will commence on October 10, 2019 and continue until December 30, 2022. At that point, we will review with the intention to renew the agreement.

This Agreement will be subject to review a minimum of once per quarter by management representatives from IEUA, Royal and RA.

Either party may terminate this agreement, or at its option suspend performance of its obligations hereunder, after a default by the other party upon written notice to the defaulting party (hereafter the "Default Notice") specifying the Default, unless the other party cures the Default within 30 days after receipt of the Default notice. Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party. RA and Royal will not impose a cancellation fee.

## 5.0 DISCOUNT PRICING

In consideration for IEUA's increased purchases of RA products, RA and Royal have developed a discount structure to assist IEUA in meeting IEUA's project time line and cost-reduction goals, and to encourage the transition to RA products. The product discount structure for this Agreement will be both time and volume based. See Appendix A for discount structure.

This volume-based product pricing applies to all IEUA sites for the duration of the agreement. It is based upon the total site purchases for all supplied RA products. These products shall include hardware and software. Discounts have been selected to encourage the use of all RA products.

Royal will measure purchases on an annual basis and presents the savings to IEUA.

## 6.0 CONTRACTOR STANDARDIZATION PROGRAM

An important element in helping IEUA reach their cost-reduction goals is to minimize the life cycle costs of IEUA's investments made with contractor installed equipment.

The list of current and potential contractors and systems integrators will be reviewed by IEUA, RA, and Royal for this Agreement. IEUA agrees to specify at the time of request to its contractors that RA is the IEUA standard for products within the scope of this Agreement and buys the equipment through Royal Industrial Solutions (IEUA's local distributor). All RA hardware & software products, as stated in Appendix A, will be included in IEUA's total available savings dollars. Savings dollars will be calculated based upon Bill of Material (BOM) received by Royal.

RA and Royal agree to work with IEUA's contractors to provide the best solution using RA products in a way that is transparent to IEUA. RA will use its contractor standardization program that enables the parties to focus their collective resources on standardizing process and applications around specific contractors.

Pre-approved 3rd party contractors and systems integrators will purchase Rockwell hardware & software from an authorized Rockwell distributor in San Bernardino County- the same county as IEUA's headquarters located at 6075 Kimball Ave., Chino, CA in order to ensure local technical support and inventory.

RA and Royal will work to establish a separate commercial and technical relationship with each of IEUA's key 3<sup>rd</sup> party contractors. If IEUA evaluates the opportunity and decides to purchase equipment and ship that to the 3<sup>rd</sup> party contractor, Royal will accept orders from IEUA for shipment to IEUA contractor suppliers.

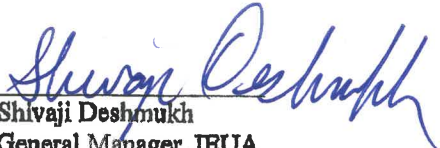
#### 7.0 REQUIRED CONTRACTS AND CONDITIONS

RA, Royal and IEUA agree to negotiate in good faith the purchase order terms and conditions to either adopt or revise these terms and conditions. Under no circumstances will either party insist upon terms and conditions that are in conflict with this agreement.





**Signatures**

**IEUA APPROVED BY:**


  
Shivaji Deshmukh  
General Manager, IEUA

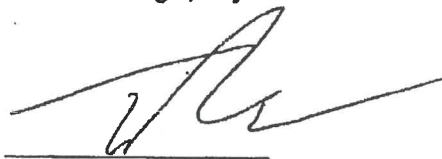
**RA APPROVED BY:**

  
Polo Paredes  
Industry Manager, Rockwell Automation

  
MyAn Bourdon  
Account Manager, Rockwell Automation

**ROYAL APPROVED BY:**

  
Tom Thuerbach  
General Manager, Royal Industrial Solutions

  
Tyler Brubaker  
Sales Manager, Royal Industrial Solutions

## **APPENDIX A: Rockwell Automation Pricing**

**Effective October 10, 2019 - December 30, 2022**

<b>Product Categories</b>	<b>Description</b>	<b>% Discount</b>	<b>Warranty</b>
<b>MCCs</b>	Low Voltage—Assembled	68% off List	3 Yr. Parts Warranty Included at No Cost (5 year parts warranty pending)
<b>MCCs</b>	Low Voltage—Unassembled Units/Buckets	40% off List	3 Yr. Parts Warranty Included at No Cost (5 year parts warranty pending)
<b>Drives</b>	Engineered/Configured to order, SSB	10% off Market Level	3 Yr. Parts Warranty Included at No Cost (5 year parts warranty pending)
<b>Software</b>	FactoryTalk	15 % off List	N/A
<b>Software</b>	ViewPoint	15 % off List	N/A
<b>Software</b>	VantagePoint	15 % off List	N/A
<b>Software</b>	FT Historian (Server Only)	20 % off List	N/A
<b>PLC</b>	Hardware	20 % off List	1 year Warranty
<b>HMI</b>	Hardware	20 % off List	1 year Warranty
<b>Services</b>	RA callout services	15 % off Rate	N/A

## **Appendix B: Authorized Distributor Letter**

September 16, 2019

Mr. Shaun Stone  
Inland Empire Utilities Agency 6075 Kimball Ave.  
Chino, CA 91708

Re: Rockwell Automation Authorized Distributors/Royal Industrial Solutions

Dear Mr. Stone:

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors in order to ensure we are able to meet our customers technical and logistics requirements. Just a few of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including for spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation provided factory support of local distributor activities

This is to confirm that Royal Industrial Solutions currently is the only distributor appointed and authorized to sell Allen-Bradley Standard Controls, Drives, PLC/MMI, Rockwell Software products and all services offerings in the geographic area in which your facilities in the Inland Empire are located. As a matter of Company policy, full factory product and sales support is made available only to the local authorized distributor, and it is Rockwell Automation's practice and policy to always promote and recommend the use of that distributor to customers in that geographic area.

Should you have any questions, please do not hesitate to contact Royal Industrial Solutions at (951) 683- 6625 or our local Rockwell Automation sales office at (714) 938-9000.

Respectfully, Keith Hornberger  
Rockwell Automation Channel Account Manager  
714-306-2372 cell  
[kahornberger@ra.rockwell.com](mailto:kahornberger@ra.rockwell.com)

cc: Tyler Brubaker – Royal Industrial Solutions



## **APPENDIX C: Agreement Terms**

Effective OCT. 10, 2019 - December 30, 2022

### **Terms of Agreement:**

- This agreement is based on the commitment that IEUA will standardize on Rockwell Automation Hardware & Software where applicable.
- IEUA will be required to provide Rockwell Automation all Contractor Bills of Materials where applicable.
- Savings are calculated on total IEUA spend using IEUA project agreement pricing, for Hardware, Software, and Field Labor/Support. This includes purchases made through contractors.
- Should contractors supplying IEUA with equipment have agreements with RA that allow contractors to get lower prices than the IEUA prices, then the lower prices will apply where applicable and all other provisions of this contract will be unaffected.
- This agreement can be extended for an additional 1 or 2 years beyond the expiration date should IEUA request it.

ACTION  
ITEM  
2D

**Date:** November 16, 2022

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

11/09/22

**Staff Contact:** Christiana Daisy, Deputy General Manager

**Subject:** SCADA Programming Master Services Contract Amendment

---

**Executive Summary:**

Through the SCADA Enterprise System project and consistent with the IEUA Supervisory Control and Data Acquisition (SCADA) Master Plan, the control systems at each Inland Empire Utilities Agency (IEUA) treatment plant has been migrated to the standardized software platform, Rockwell PlantPAx, except for one, Regional Plant No.1 (RP-1). The new platform requires specialized programming strategies to integrate the controls hardware into the treatment plant SCADA system. The RP-1 SCADA Migration is scheduled to enter the construction phase in Spring 2023. In 2018, Technical Systems, Inc. (TSI) was preselected to perform all programming services and provide on-call support at RP-1. They continue to provide services to migrate portions of RP1's control system through other capital improvement projects running before and parallel to the completion of the RP-1 SCADA Migration. Due to TSI's excellent performance at RP-1 to date, their contract was amended in 2022 to provided programming services agency-wide. As the IEUA preselected programmer, TSI has the required experience and expertise to perform all necessary programming to complete the RP-1 migration project. Staff is requesting an additional not-to-exceed amount of \$3,800,000. The requested amount is the additional amount needed to complete the programming services for the project; this will increase the contract from \$1,800,000 to \$5,600,000 (211% increase).

---

**Staff's Recommendation:**

1. Approve contract amendment for the SCADA Programming Master Services Contract to Technical Systems, Inc. for an aggregate amount of \$3,800,000, increasing the contract from \$1,800,000 to \$5,600,000 (211% increase); and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

---

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

*Account/Project Name:*

Multiple capital projects and department O&M budget under various program funds.

*Fiscal Impact (explain if not budgeted):*

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for work which will be required on various projects and department operation and maintenance budgets. Thus, no separate funding is needed for these contracts.

**Prior Board Action:**

On January 17, 2018, the Board of Directors awarded a SCADA Programming Master Services Contract to Technical Systems, Inc. for a not-to-exceed total amount of \$1,800,000.

---

**Environmental Determination:**

Not Applicable

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**Business Goal:**

The SCADA Enterprise System Project is consistent with IEUA's Business Goal of Wastewater Management that ensures quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

---

**Attachments:**

Attachment 1 - Power Point

Attachment 2 - Programming Services Master Services Contract

# **Attachment 1**



# SCADA Programming Master Services Agreement Contract Amendment

Pierre Cayatte, PE  
Senior Engineer  
November 2022

# Background

- History
  - SCADA Master Plan finalized in 2010
  - Standardized software platform, Rockwell PlantPax
  - Technical Systems, Inc. (TSI) programmer for the Carbon Canyon SCADA Migration
  - RP-1 is the last facility for SCADA Migration
- SCADA Programming Master Services Contract
  - Two prospective integrators proposed
  - TSI was awarded a contract in January 2018 for RP-1
  - TSI's contract was amended in 2022 to be agency-wide
- Value of Continued Services
  - Consistency of programming at RP-1 and remainder of the Agency
  - Repeated high quality performance
  - Agency's staff comfort and trust

# RP-1 SCADA Migration

- System Administration Services
  - System configuration management
  - Disaster recovery plan
  - Provide system sizing validation
- SCADA System Upgrade and Improvement
  - Provide software-related work
  - Upgrade SCADA system network
  - Stimulate, test and startup
- Host Meetings and Workshops
- Provide Training Programs
  - On-site training



# Project Budget

Description	Cost
<b>Design Services</b>	<b>\$3,966,803</b>
Design Consultant Contract (actuals)	\$2,501,727
IEUA Design Services (actuals + forecast)	\$1,133,436
Arcadis U.S. Inc. (RP-1 Control Schematics)	\$239,940
SCADA Programming Services – PCN Review	\$91,700
<b>Construction Services</b>	<b>\$4,907,000</b>
Engineering Services During Construction (6.5%)	\$533,000
IEUA Construction Services (7%)	\$574,000
SCADA Programming Services - Integration (this Action)	\$3,800,000
<b>Construction</b>	<b>\$9,020,000</b>
Construction Contract (estimate)	\$6,308,900
Rockwell Single-Sourced Parts	\$1,891,100
Contingency (~10%)	\$820,000
<b>Total Project Cost (this Project):</b>	<b>\$17,893,803</b>
<b>Total Project Cost (CCWRF, RP-4, and RP-5)</b>	<b>\$14,952,890</b>
<b>Total Project Cost (All)</b>	<b>\$32,846,693</b>
<b>Total Project Budget:</b>	<b>\$27,319,448*</b>

\* A total project budget increase will be requested at the time of construction contract award

Project Milestone	Date
<b>Design</b>	
Design Completion	October 2022
<b>Construction</b>	
Construction Contract Award	February 2023
Construction Completion	June 2026



# Recommendation

- Approve a contract amendment for the SCADA Programming Master Services Contract to Technical Systems, Inc. for an aggregate amount of \$3,800,000, increasing the contract from \$1,800,000 to \$5,600,000 (211% increase); and
- Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

The SCADA Enterprise System Project is consistent with IEUA's Business Goal of Wastewater Management that ensures quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

# **Attachment 2**





**MASTER SERVICES CONTRACT AMENDMENT NUMBER: 4600002467-004**  
**FOR PROVISION OF**  
**SCADA PROGRAMMING SERVICES**

THIS CONTRACT AMENDMENT FOUR 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 Technical Systems, Inc., with offices in Lynnwood Washington and Irvine California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract, and shall revise the Contract as herein amended:

**SECTION 1, SCOPE OF WORK AND SERVICES, ADDS THE FOLLOWING PARAGRAPH:**

Additional Consultant services and responsibilities shall include and be in accordance with **Consultant Contract Attachment 6**, which is attached hereto, referenced herein, and made a part hereof.

**SECTION 6, COMPENSATION AND CHANGES, ADDS THE FOLLOWING PARAGRAPH:**

As compensation for the Work satisfactorily performed against Task Order releases under this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM OF \$5,600,000.00** for all products and services furnished in conjunction with this Contract Amendment Four, of which the added **\$3,800,000.00** directly pertains to Child Project EN13016.05 as per **Consultant Contract Attachment 6**, which is attached hereto, referenced herein, and made a part hereof.

**BALANCE OF THIS CONTRACT REMAINS UNCHANGED.**  
**SIGNATURE PAGE IMMEDIATELY FOLLOWS.**



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

**INLAND EMPIRE UTILITIES AGENCY:**  
**(A Municipal Water District)**

**TECHNICAL SYSTEMS, INC.:**

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

\_\_\_\_\_  
(Date)

DocuSigned by:  
*Brad Peistrup*  
\_\_\_\_\_  
Brad Peistrup  
Sr. Vice President - Business Development

10/24/2022  
\_\_\_\_\_  
(Date)

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# **Consultant Contract Attachment 6**



**Technical  
Systems  
Inc.**

**Scope Letter: 7 Pages**

**Quote Number: 8421Rev1**

**October 13, 2022**

**To: IEUA**

**Attn: Cathy Nhothsavath**

**Project: RP-1 SCADA Migration**

Corporate Office  
2303 196<sup>th</sup> Street SW  
Lynnwood, WA 98036  
Tel 425.775.5696  
TSIcontrols.com

Technical Systems, Inc. (TSI) is pleased to provide a quote for the work defined in the Migration Report Plant and Task Order Request to support the SCADA Enterprise System Regional Water Recycling Plant no. 1 (RP-1) SCADA Migration. This work shall be performed and charged Time and Materials (T&M) Not to Exceed the Total Bid below in accordance with the IEUA Master Services Contract.

**TSI's price does not include sales tax.**

#### Bid Items

Bid Item #	Bid Item Description	Price
1	Project Management – 1900 hrs at \$200 per hour	\$380,000
2	PLC Programming - 5500 hrs at \$190 per hour	\$1,045,000
3	Networking, Server, and client configuration and coordination – 800 hrs at \$190 per hour	\$152,000
4	SCADA Programming – 5300 hrs at \$190 per hour	\$1,007,000
5	OIT Programming – 264 hrs at \$190 per hour	\$50,160
6	Submittals – 2980 hours at \$190 per hour	\$566,200
7	Meetings – 1100 hours at \$190 per hour	\$209,000
8	Training – 272 hours at \$190 per hour	\$50,160
9	Travel	\$250,000
<b>Total Bid*</b>		<b>\$3,711,040</b>
<b>*For supply of items and services as listed under scope of supply only.</b>		

#### Notes:

- This bid is not valid unless taken with all item quoted
- Quote valid for 90 days

#### Scope of Supply:

#### Project Management

Description	Hours
General Project Administration	600
Meetings and Workshops	700
Submittals	400
Training	40
Project Closeout	160

## PLC Programming

Description – Reference: RP-1 Migration Plan	Hours
Primary/Secondary Server Room	1049
Tertiary Area Server Room	280
Solids Area Server Room	151
Primary – Odor Control RIO Panel	30
Primary – Power Recovery RIO Panel	82
Primary – Plant 2 RIO Panel	23
Primary – Plant 2 Compressor RIO Panel	46
Primary – Primary Clarifier RIO Panel	167
Primary – Headworks RIO Panel 1	44
Primary – MCC 1 RIO Panel	42
Primary – Headworks RIO Panel 2	44
Primary - Bar Screen Local Control Panels 1, 2, 3, and 4 comms / mods to new PlantPAX PLC	69
Primary - Washer / Compactor Local Control Panel convert to RIO	74
Primary - Grit Washer Local Control Panels 1 and 2 convert to RIO	88
Secondary – Aeration RIO Panel	136
Secondary – Blower Master Control Panel comms / mods to new PlantPAX PLC	205
Secondary - Blower LCPs 1, 2, 3, and 4 comms / mods to new PlantPAX PLC	40
Secondary – Intermediate Pump Station (IPS) RIO Panel	154
Secondary – RAS 1 RIO Panel	35
Secondary – RAS 2 RIO Panel	35
Secondary – MLR MCC 24 RIO Panel	28
Secondary – MLR MCC 25 RIO Panel	28
Tertiary – Wash Water Basin RIO Panel	22
Tertiary – Filter Bank 1 RIO Panel	171
Tertiary – Filter Bank 2 RIO Panel	171
Tertiary – Filter Bank 3 RIO Panel	171
Tertiary – Utility Water RIO Panel	26
Tertiary – Chlorine Contact Basin RIO Panel 1	49
Tertiary – Dechlorination RIO Panel	108
Tertiary – Outfall Building Panel	24
Solids – Centrifuge RIO Panel 1	284
Solids – Centrifuge RIO Panel 2	284
Solids – Centrifuge Data Concentrator	32
Solids – Centrifuge Local Control Panel 1, 2, 3, and 4	165
Solids – Grinder Local Controls Panels 1 and 2	16
Solids – Silo Control Panel	112
Solids – Poly Blend Local Control Panels	16
Solids – Digester RIO Panel and Digester RIO Termination Panel	272
Solids – Portable Electric Building RIO Panel 1 and 2	147
Solids – Solids Management RIO Panel	121
Solids – Gravity Thickener RIO Panel	68
Solids – ERB Panel	40
Remote Site – Montclair Diversion Structure	55
Remote Site – Montclair Lift Station	113
Remote Site – Philadelphia Lift Station	183

## Networking, Server, and client configuration and coordination

Description	Hours
Coordinate with contractor for configuration of switches in panels and server rooms listed in PLC Programming Scope	500
Test network and provide reports	160
Review contractor provided equipment and configure clients for: <ul style="list-style-type: none"> <li>- Primary / Secondary Control Room</li> <li>- Tertiary Control Room</li> <li>- Tertiary ISS Trailer</li> <li>- Primary / Secondary Control Room</li> <li>- Solids Area Control Room</li> <li>- Primary Clarifier HMI from Dwg N-026</li> <li>- MCC 1 RIO HMI from Dwg N-026</li> <li>- Plant 2 RIO HMI from Dwg N-026</li> <li>- Power Recovery RIO HMI from Dwg N-028</li> <li>- RAS 2 RIO HMI from Dwg N-028</li> <li>- RAS 1 RIO HMI from Dwg N-028</li> <li>- Filter Bank 1 RIO HMI from Dwg N-030</li> <li>- Filter Bank 2 RIO HMI from Dwg N-030</li> <li>- Chlorine Contact RIO HMI from Dwg N-030</li> <li>- Filter Bank 3 RIO HMI from Dwg N-030</li> <li>- SBS RIO HMI from Dwg N-030</li> <li>- Utility Water RIO HMI from Dwg N-030</li> </ul>	140

## SCADA Programming

Description	Hours
Migrate SCADA application to PlantPAX 5.0 and integrate changes listed in client configuration and PLC Programming scopes of work.	4400
Coordinate with agency and configure SCADA Virtual Machines and Virtual Machines Hosts for: <ul style="list-style-type: none"> <li>- Primary / Secondary Servers</li> <li>- Tertiary Servers</li> <li>- Solids Area Servers</li> </ul>	600
Coordinate with Agency to provide historical data to an enterprise historian.	300

## OIT Programming – Modify as needed

Description	Hours
Montclair Diversion Structure HMI from Dwg N-030	60
Montclair Lift Station HMI from Dwg N-030	80
Philadelphia Lift Station HMI from Dwg N-030	124

## Submittals

Description	Hours
Configuration Management Plan	500
Red Lined Process Control Narratives	808
Software Package Submittal as defined in 40 61 13	32
Assist contractor with Network Infrastructure Submittal as defined in 40 61 13 / 40 66 00	32
Assist As-built Documentation by providing <ul style="list-style-type: none"> <li>- IAB / PSE Model</li> <li>- Process Control Narratives (listed above)</li> </ul>	16
IEUA SCADA Standard Submittals <ul style="list-style-type: none"> <li>- Master IO List (living document for length of the project, initial submittal in this group)</li> <li>- Module notations</li> <li>- AOI submittal</li> <li>- IAB / PSE Submittal</li> <li>- PLC Programming Files (.ACD, PlantPAX Online Configuration tool spreadsheet)</li> <li>- Custom configuration of any modules (e.g. prosoft)</li> <li>- Documentation of data mapping</li> <li>- VFD Configuration files and documentation</li> <li>- Ethernet Switch configuration files and documentation</li> <li>- All AOP and EDS Files</li> </ul>	428
Work with contract to obtain and submit Configuration and Calibration sheets for all devices	32
Final PLC, OIT, and SCADA programs on a CD	8
Operations Manuals <ul style="list-style-type: none"> <li>- Primary</li> <li>- Secondary</li> <li>- Tertiary</li> <li>- Solids</li> <li>- Remote Sites</li> </ul>	444
Control System Software Record Documents	80
PLC / SCADA Training Submittals defined in 40 16 13 <ul style="list-style-type: none"> <li>- Assist Contractor with Overall Training Plan</li> <li>- PlantPAX DCS Overview</li> <li>- Operator Training Pre-Startup</li> <li>- Operator Training Post-Startup</li> <li>- Software Maintenance Training</li> <li>- Historian and Reports Training</li> </ul>	120
Network Test Reports	40
Master IO List	160

## Meetings – Multiple programmers, including prep time and follow-up time

Description	Hours
Host Initial Configuration Workshop	60
Host Programming Update and SCADA – Development workshops: <ul style="list-style-type: none"> <li>- 25%, 50%, 75%, and 100% Workshops for Primary</li> <li>- 25%, 50%, 75%, and 100% Workshops for Secondary</li> <li>- 25%, 50%, 75%, and 100% Workshops for Tertiary</li> <li>- 25%, 50%, 75%, and 100% Workshops for Solids</li> </ul>	400
Attend and participate in Meetings and Workshops led by Prime Contractor <ul style="list-style-type: none"> <li>- Overall System Workshop</li> <li>- Primary Area Transition Workshop</li> <li>- Secondary Area Transition Workshop</li> <li>- Tertiary Area Transition Workshop</li> <li>- Solids Area Transition Workshop</li> <li>- Testing, Startup, and Commissioning Workshop</li> <li>- Final As Build and Project Closeout Workshop</li> </ul>	200
I&C Workshop per General Conditions 16B	40
Pre-Construction Conference per General Conditions H.1	32
Bi-weekly progress meetings per General Conditions H.2	268

## Training – including prep time

Description	Hours
PlantPAX Distributed Control System Overview - Two 1-day Sessions	16
Operator Training Pre-Startup – Two 2-day Sessions	32
Operator Training Post-Startup – Two 2-day Sessions	32
Software Maintenance Training – Two 1-day Sessions	16
Historian and Reports Training – Two 1-day Sessions	16
Additional Follow up Training – 160 hours including material creation	160

## Travel

Description	Qty
Travel Time – 600 hours at \$190 per hour	\$114,000
Per Diem – 360 at \$70 / day	\$25,200
Hotel Nights – 180 nights at \$250 / night	\$45,000
Car Rental – 180 days at \$150 / day	\$27,000
Airfare – 50 flights at \$700/flight (Round-trip)	\$35,000
Mileage – 6550 miles at \$0.58 / mile	\$3,800



## Warranty

Standard TSI warranty period of 1 year on all work and parts provided.

## Clarifications

- TSI assumes that contractor will provide all submittals designated as TSI “Assist”, “Participate”, or “Contribute” above.

## Exclusions

- The procurement of any hardware, including PLCs, Ethernet Switches, Firewalls, Networking Equipment, and computers
- Labor to install equipment
- The procurement of any software or software license costs
- The programming or configuration of field instrumentation devices
- Custom PlantPAX Objects
- Hardware/Software commissioning plans
- Any drawings (loop, wiring, etc)
- Enterprise Historian OSI PI Configuration for calculations and Asset Framework.

Please feel free to contact me to discuss any questions or comments you may have regarding this quotation.

Sincerely,

Kyle Brady  
**Software Manager**  
(206) 445-8529  
[kyleb@tsicontrols.com](mailto:kyleb@tsicontrols.com)



***Leaders in Integrated Water Solutions Since 1970***

ACTION  
ITEM  
2E

**Date:** November 16, 2022

*SD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

11/09/22

**Executive Contact:** Christiana Daisy, Deputy General Manager

**Subject:** RP-5 Expansion Project Consultant Engineering Services Contract Amendment

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**Executive Summary:**

On November 19, 2019, Inland Empire Utilities Agency (IEUA) awarded a \$12,589,469 contract amendment to Parsons (project design engineer) to provide Engineering Services During Construction (ESDC) for the Regional Water Recycling Plant No. 5 (RP-5) Expansion Project. Parsons has since provided additional services beyond their original contract, including additional bid services. Moreover, Parsons will need to provide services for an additional 12 months due to the extended timeline of the project modified during the construction bid. Such services include project management, contractor submittal reviews, review of COs/RFDs, factory testing support, value engineering coordination, and post-construction services. Parsons will also complete the design, bidding process, and services during construction of four off-site facilities: Mountain Ave. Lift Station, RP-2 Lift Station, Butterfield Lift Station, and Butterfield Force Main. These facilities will ensure all existing flows are pumped and conveyed to RP-5. Staff is recommending a contract amendment of \$3,162,474 to Parson for additional engineering services during construction of the RP-5 Expansion Project, as well as to design, bid, and provide engineering services during construction for the four off-site facilities. The contract amendment to Parsons, for a not-to-exceed amount of \$3,162,474, increases the contract from from \$34,276,416 to \$37,438,890 (9.2% increase).

---

**Staff's Recommendation:**

1. Approve a consultant contract amendment for additional engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, and design, bid and construction support for four off-site facilities to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$ 3,162,474 increasing the contract from \$34,276,416 to \$37,438,890 (9.2% increase); and;
2. Authorize the General Manager to execute the consultant engineering services contract amendment, subject to non-substantive changes.

---

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

*Account/Project Name:*

EN19001-RP5 Expansion to 30 mgd

EN19006/RP-5 Biosolids Facility

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On November 20, 2019, the Board of Directors awarded a contract amendment to Parsons for Engineering Services During Construction for a not-to-exceed amount of \$12,589,469.

On May 17, 2017, the Board of Directors awarded a contract amendment to Parsons for Design Services for a not-to-exceed amount of \$20,481,268.

On January 20, 2016, the Board of Directors awarded a contract to Parsons for Preliminary Design for a not-to-exceed amount of \$2,431,598.

---

**Environmental Determination:**

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

---

**Business Goal:**

The RP-5 Expansion 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 - Contract Amendment ([Click to Download](#))

# **Attachment 1**



# RP-5 Expansion Project Parsons Contract Amendment

Project Nos. EN19001 and EN19006

Brian Wilson, P.E., CCM

Senior Engineer

November 2022



# Project Location



## RP-5 Expansion Project Additional Engineering Services

- Design contract awarded to Parsons in May 2017
- Engineering Services During Construction (ESDC) contract awarded to Parsons in November 2019
- Additional ESDC services needed for:

Additional Service	Cost
Project Management for 12 Additional Months	\$508,992
Bidding Services Additional Scope	\$365,277
Review of COs/RFDs	\$361,946
Onsite Design Staff	\$179,751
Post Construction Services	\$123,762
Value Engineering Coordination	\$56,706
FAT Support for 12 Additional Months	\$39,000
Contractor Submittal Reviews	\$20,279
<b>Total Cost:</b>	<b>\$1,655,712</b>



**RP-5 Construction Site**



# RP-5 Program: Off-Site Facilities

- Off-site facilities will ensure all existing flows are pumped and conveyed to RP-5
- Parsons to provide design, bidding, and engineering services during construction for:

Project Scope	Cost
<b>RP-2 Lift Station</b>	<b>\$545,119</b>
Retrofit existing lift station to receive flows from Prado Golf Course and private station on Pine Ave.	
<b>Butterfield Force Main</b>	<b>\$454,691</b>
Dual-force mains from El Prado Rd. to Kimball Ave., along Mountain Ave.	
<b>Mountain Ave. Lift Station</b>	<b>\$320,593</b>
New Lift Station with passive overflow and backup generator.	
<b>Butterfield Lift Station</b>	<b>\$186,358</b>
Upgrades to existing City of Chino Hills lift station.	
<b>Total Cost:</b>	<b>\$1,506,762</b>



Off-site Facilities Map

# Project Budget and Schedule

Description	Cost
<b>Design Services</b>	<b>\$26,020,855</b>
Parsons Design Contract	\$21,686,947
Other Design Services	\$4,333,908
<b>Construction Services</b>	<b>\$39,801,943</b>
Current Parsons ESDC Contract Value	\$12,589,469
Parsons Contract Amendment (this action)	\$3,162,474
Construction Management Services	\$21,050,000
Other Construction Services	\$3,000,000
<b>Construction</b>	<b>\$362,981,190</b>
Construction	\$329,982,900
Change Orders to date	\$5,189,919
Remaining Contingency	\$27,808,371
<b>Total Project Cost:</b>	<b>\$428,803,988</b>
<b>Project Budget (Solids &amp; Liquids):</b>	<b>\$450,000,000</b>

Project Milestone	Date
<b>Construction</b>	
Construction Bid Phase	October 2019
Construction Contract Award	July 2020
Construction Completion	June 2025

# Recommendation

1. Approve a consultant contract amendment for additional engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, and design, bid and construction support for four off-site facilities to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$ 3,162,474 increasing the contract from \$34,276,416 to \$37,438,890 (9.2% increase); and
2. Authorize the General Manager to execute the consultant engineering services contract amendment, subject to non-substantive changes.

The RP-5 Expansion Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

INFORMATION  
ITEM  
**3A**



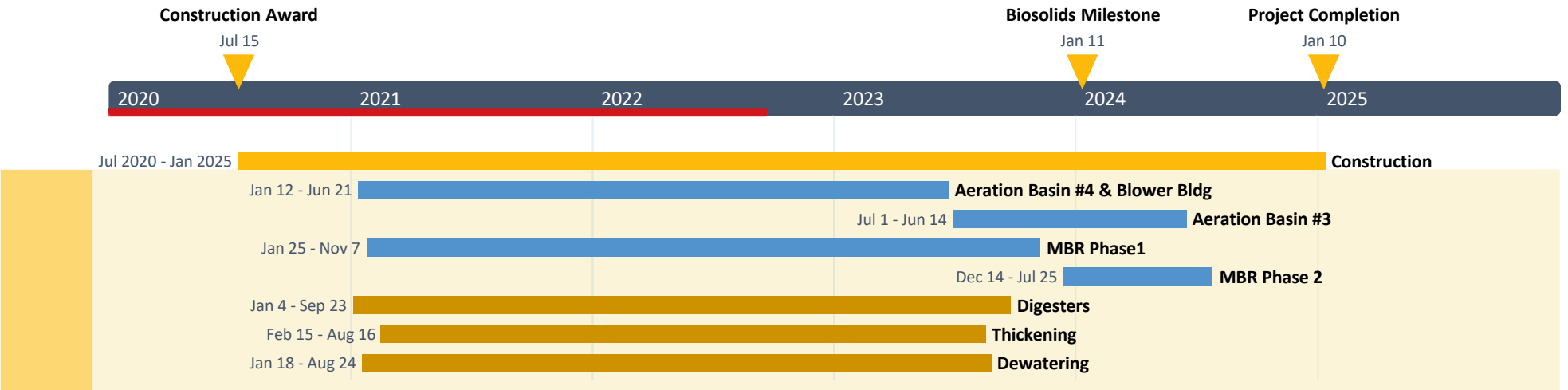
# RP-5 Expansion Project Update: November 2022

Project Nos. EN19001 and EN19006

Brian Wilson, Principal Engineer  
Vicky Salazar, Sr. Associate Engineer  
November 2022

# RP-5: Project Status

Day 838 of 1640 = 51%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$334,828,690	\$8,041,419	\$180,696,831	54%
Designer	Parsons	\$33,670,711	\$379,052	\$32,163,242	95%
Construction Management	Arcadis	\$21,125,523	\$320,440	\$9,870,697	47%

Data date: 10/31/22



## RP-5: Project Status Changes

	Amount	Quantity
Original Contact	\$329,982,900	
Change Order (CO)	\$5,189,918	197
Request For Deviation (RFD)	\$2,493,011	115
<b>Changes Total (CO+RFD)</b>	<b>\$7,682,939</b>	<b>312</b>
% Change of Contract	2.33%	
% of Contingency Used	23.3%	

Change Type	Amount \$ Millions	% Of Changes
Design Errors & Omissions	\$ 3.1	41%
District Requested	\$2.9	38%
Differing Site Conditions	\$ 2.0	26%
Contractor Requested	\$ -0.4	-5%

## RP-5: Major Activity Areas



### Construction Staff

- WML Craft: 141
- WML Project: 30
- IEUA & CM: 15
- Total: 186




## RP-5: Major Activity Areas



**PPE REQUIRED AT ALL TIMES**

- Hard Hat
- Safety Glasses Z87.1
- HI-VIS Vest or Shirt
- Proper Clothing
- Work Boots



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### RP-5 Site Tours

- 85 tours to-date
- 550 total visitors
- Visitors include:
  - Local cities
  - Water agencies
  - Universities
  - Private companies
  - IEUA Board members
  - IEUA employees

## RP-5: Major Activities



**Influent Pump Station**



## RP-5: Major Activities



**Grit Chamber**



## RP-5: Major Activities



**Fine Screens**

## RP-5: Major Activities



### MBR Phase 1



## RP-5: Major Activities



**Thickening Building**

## RP-5: Major Activities



**Gas Phase Digesters**



## RP-5: Major Activities



**Dewatering Building**



# Flyover



September 15, 2022

# Questions?



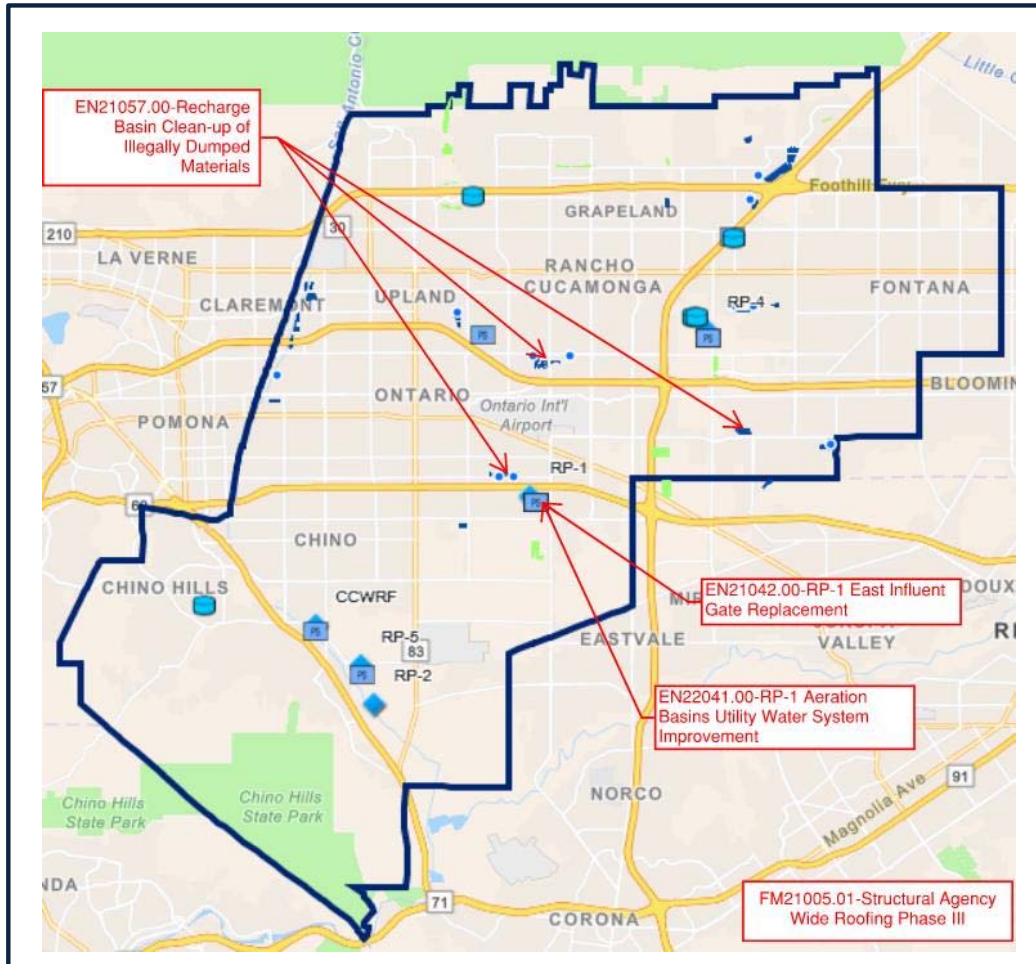
INFORMATION  
ITEM  
**3B**



# Engineering and Construction Management Project Updates

Travis Sprague, P.E.  
Principal Engineer, Engineering & Construction Management  
November 2022





## Project Location Map

# Recharge Basin Clean-up of Illegally Dumped

Project Goal: Improve Maintainability

**Total Project Budget: \$421k**

**Project Completion: April 2023**

**Design Percent Complete: 50%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	In-House	N/A	N/A
Construction – RP3 (Install Trash Net)	GCI Construction	\$69K	0%
Construction – Ely Basin 3 (Install Trash Screen)	ACE Fence Company	\$49K	0%
Construction – Jurupa/Ely 1 (Install Trash Boom w/ Ramp)	Pending		
Construction – Turner Basin Basins 1 & 8 Grating (Install Cleaning Access)	Pending		
Project Management Team			
Project Manager:	Ignacio, Joel		
Assistant/Associate Engineer:	Anser Advisory		
Administrative Assistant:	Olsen, Wendy		
Inspector:	MWH		



RP3 Proposed Trash Nets

# RP-1 Aeration Basins Utility Water System Improvement

Project Goal: Rehabilitate/Repair existing assets



Existing aeration basin sprayers (left) and secondary clarifier hose bibbs (right).

**Total Project Budget: \$2M**  
**Project Completion: December 2023**  
**Design Percent Complete: 100%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Bid & Award (Current)	WSC	\$102k	0%
Construction	TBD	TBD	TBD
Project Management Team			
Project Manager:		Spears, James	
Assistant/Associate Engineer:		WSP USA Environment & Infrastructure, Inc.	
Administrative Assistant:		Anser Advisory	
Inspector:		TBD	

# RP-1 East Influent Gate Replacement

Project Goal: Increase Reliability

**Total Project Budget: \$450k**  
**Project Completion: May 2023**  
**Construction Percent Complete: 0%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec Consulting, Inc.	\$62k	46%
Construction	Tharsos	\$302k	0%
Project Management Team			
Project Manager:		Cayatte, Pierre	
Assistant/Associate Engineer:		Nhothsavath, Cathy	
Administrative Assistant:		Anser Advisory	
Inspector:		TBD	

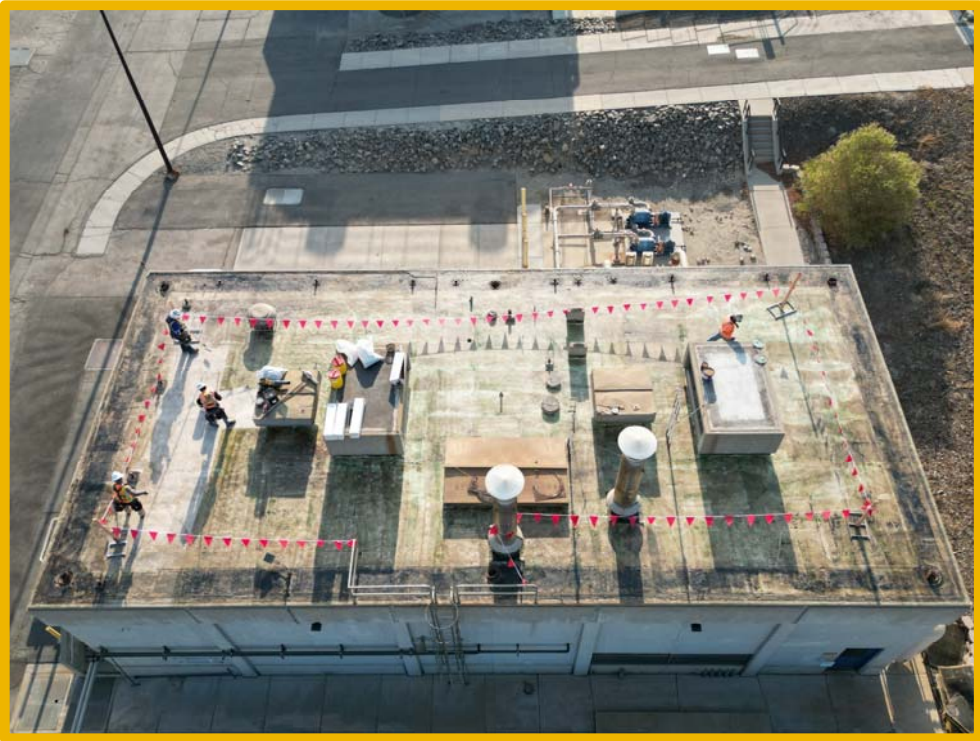


Existing Above-Ground Headworks  
Influent Channels Looking East



# Structural Agency Wide Roofing Phase III

Project Goal: Extend Asset Life



RP-1 Solids Management Building Demo Complete

**Total Project Budget: \$1.9M**  
**Project Completion: December 2022**  
**Construction Percent Complete: 20%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	GPA	\$86k	0%
Construction (Current)	Best Contracting Svc.	\$1.5M	0%
Project Management Team			
Project Manager:		Biesiada, Josh	
Assistant/Associate Engineer:		Frabizio, Julianne	
Administrative Assistant:		Anser Advisory	
Inspector:		GK & Associates	

