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

WEDNESDAY, DECEMBER 14, 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. 2022-11-7, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON NOVEMBER 16, 2022, IEUA BOARD AND COMMITTEE MEETINGS WILL CONTINUE TO BE CONDUCTED THROUGH TELECONFERENCE. IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL BE NO PUBLIC LOCATION AVAILABLE FOR ATTENDING THE MEETING IN PERSON.

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

* A Municipal Water District
1. **CONSENT ITEMS**

   A. **MINUTES**
   
   Approve Minutes of the November 9, 2022 Engineering, Operations, and Water Resources Committee meeting.

   B. **CONTRACT AWARD FOR HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR SERVICES**
   
   Staff recommends that the Committee/Board:

   1. Award a two-year service contract with three, one-year options to Diversified Thermal Services, for HVAC Preventative Maintenance and Emergency Repair Service Contract for a not-to-exceed amount of $1,071,250; and

   2. Authorize the General Manager to execute the service contract.

2. **ACTION ITEMS**

   A. **RP-1 AERATION BASINS UTILITY WATER SYSTEM IMPROVEMENTS CONSTRUCTION CONTRACT AWARD**
   
   Staff recommends that the Committee/Board:

   1. Award a construction contract for the RP-1 Aeration Basins Utility Water System Improvements, Project No. EN22041, to Genesis Construction in the amount of $998,765; and

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

   B. **PROCUREMENT OF CISCO NETWORK COMPONENTS FOR RP-1 SCADA MIGRATION**
   
   Staff recommends that the Committee/Board:

   1. Authorize the purchase from Frontier Technology dba MicroAge for Cisco controls system network infrastructure components prior to construction for the RP-1 SCADA Migration Project, EN13016.05, for an amount not-to-exceed $189,853; and

   2. Authorize the General Manager to execute the purchase.
C. PURCHASE OF COMBINATION (JET/VACUUM) SEWER CLEANING TRUCK

Staff recommends that the Committee/Board:

1. Authorize the purchase of one 2023 GapVax, Model No. MC1510, combination jet/vacuum sewer cleaning vehicle for a not-to-exceed amount of $727,000; and

2. Authorize the General Manager to execute the purchase.

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

DECLARATION OF POSTING

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at (909) 993-1736 or dgarzaro@ieua.org, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.
CONSENT
ITEM
1A
MINUTES
ENGINEERING, OPERATIONS, AND WATER RESOURCES
COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA

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

COMMITTEE MEMBER PRESENT via Video/Teleconference
Michael Camacho, Chair
Marco Tule, Director

STAFF PRESENT
Shivaji Deshmukh, P.E., General Manager
Christian Daisy, P.E., Deputy General Manager
Adham Almasri, Principal Engineer
Amanda Bugarin, Intern
Jerry Burke, Director of Engineering
Pierre Cayatte, P.E., Senior Engineer
Karla Duran, Engineering Consultant
Julianne Frabizio, Project Manager
Denise Garzaro, Board Secretary/Office Manager
Brandon Gonzalez Contreras, Technology Specialist I
Don Hamlett, Director of Information Technology
Elizabeth Hurst, Chino Basin Program Manager
Brandon Huynh, Intern
Michael Larios, Technology Specialist I
Liza Munoz, P.E., Senior Engineer
Alyson Piguee, Director of External & Government Affairs
Kristian Saenz, Engineering Consultant
Sandra Salazar, P.E. Associate Engineer
Vicky Salazar, Associate Engineer
James Spears, Senior Engineer
Travis Sprague, Principal Engineer
Megan Trott, Associate Engineer
Brian Wilson, P.E., CCM, Senior Engineer

STAFF PRESENT via Video/Teleconference
Tony Arellano, Safety Officer
Javier Chagoyen-Lazaro, Director of Finance
Kristine Day, Assistant General Manager
Robert Delgado, Manager of Maintenance
Warren Green, Manager of Contracts & Procurement
Michael Hurley, Director of Planning & Resources
Jennifer Hy-Luk, Executive Assistant
Sushmitha Reddy, Manager of Laboratories
Yvonne Taylor, Administrative Assistant II
CALL TO ORDER
Committee Chair Michael Camacho called the meeting to order at 10:00 a.m. He gave the public the opportunity to comment and provided instructions for unmuting the conference line. There were no public comments received or additions to the agenda.

1A – 1B. CONSENT ITEMS
The Committee:

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

- Recommended that the Board:
  1. Find that the Rialto Recycled Water Intertie falls within the scope of the Chino Basin Program (CBP) 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 California Environmental Quality Act (CEQA);

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

2A – 2E. ACTION ITEMS
The Committee:

- Recommended that the 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;

- and

  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 Operations & Maintenance 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;

and

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;

and

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;

and

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;

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

3A – 3B. INFORMATION ITEMS
The following information items were presented or received and filed by the Committee:

- RP-5 Expansion Project Update
- Engineering and Construction Management Project Updates

4. GENERAL MANAGER’S COMMENTS
General Manager Shivaji Deshmukh stated that a Joint IEUA Board and Policy Committee Workshop
is scheduled for Wednesday, November 16 at 12:00 p.m. to discuss the Regional Contract negotiations.

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 10:47 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

* A Municipal Water District

APPROVED: DECEMBER 14, 2022
CONSENT ITEM 1B
Date: December 21, 2022  
To: The Honorable Board of Directors  
From: Shivaji Deshmukh, General Manager  
Committee: Engineering, Operations & Water Resources  
Staff Contact: Christiana Daisy, Deputy General Manager  
Subject: Contract Award for HVAC Preventative Maintenance and Emergency Repair Services.

Executive Summary:

Heating, ventilation, and air conditioning (HVAC) systems are required to heat or cool the buildings to provide staff and visitors a safe and comfortable work environment. HVAC is also critically important to a reliable operation of the Agency's electrical intensive assets such as motor control centers and other industrial applications. The Agency currently owns and maintains approximately 221 HVAC equipment such as air handlers, system air conditioning units, package air conditioning units, and evaporator coolers that periodically require maintenance such as inspections, coil cleaning, filter and fan belt replacements, etc. Having a contract with a reputable and highly qualified service provider ensures that the HVAC equipment is properly maintained to keep Agency operations functional. On October 5, 2022, a competitive Request for Proposal (RFP-VC-22-006) was issued through PlanetBids Network to provide HVAC preventative maintenance and emergency repair services. Out of seven potential contractors who participated in the mandatory job-walk, five submitted proposals. The evaluation team scored Diversified Thermal Services the highest due to submitting the most comprehensive proposal and demonstrating that they understood the scope of services. The HVAC services Contract Number 460003206 to Diversified Thermal Services will be for a not-to-exceed amount of $1,071,250 over the five year term.

Staff's Recommendation:

1. Award a two-year service contract with three, one-year options to Diversified Thermal Services, for HVAC Preventative Maintenance and Emergency Repair Service Contract for a not-to-exceed amount of $1,071,250; and

2. Authorize the General Manager to execute the service contract.

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

Account/Project Name:
Regional Operations and Maintenance Fund, Professional Fees & Services for IEUA and Inland Empire Regional Composting Facility (IERCF).

Fiscal Impact (explain if not budgeted):
Prior Board Action:
April 15, 2015 - Board approved an Agency-Wide HVAC Equipment Service Contract to AMP Mechanical Inc.

December 19, 2018 - Board approved an Agency-Wide HVAC Equipment Service Contract to Carrier.

Environmental Determination:
Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:
The Agency-Wide HVAC Equipment Service Contract is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:
Attachment 1 - Contract No. 4600003206 for HVAC Preventative Maintenance and Emergency Repair Services (Linked)
Attachment 2 - PowerPoint Presentation
HVAC Preventative Maintenance & Emergency Repair Services

Frank Sotomayor
Facilities Program Supervisor
December 2022
Agency-Wide Heating, Ventilation, and Air Conditioning Equipment

Chiller
Boiler
Air Handler
Evaporative Coolers
HVAC Maintenance

- HVAC equipment provides environmental and temperature control for critical electronic equipment across all Agency facilities
- Maintenance includes:
  - Operating inspections
  - Unit coil cleaning
  - Change out of filters
  - Change out of fan belts
## Agency-Wide HVAC Equipment

### Major HVAC Equipment by Type and Facility

<table>
<thead>
<tr>
<th>Major Equipment</th>
<th>RP-1</th>
<th>RP-2</th>
<th>RP-4</th>
<th>RP-5</th>
<th>CCWRF</th>
<th>HQ</th>
<th>LAB</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Package A/C Units</td>
<td>37</td>
<td>9</td>
<td>13</td>
<td>17</td>
<td>8</td>
<td>7</td>
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<td>91</td>
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<tr>
<td>Split System A/C Units</td>
<td>16</td>
<td>2</td>
<td>9</td>
<td>2</td>
<td>8</td>
<td>2</td>
<td>7</td>
<td>46</td>
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<tr>
<td>Cabinet A/C Units</td>
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<td>2</td>
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<td>44</td>
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<tr>
<td>Evaporative Coolers</td>
<td>8</td>
<td>2</td>
<td></td>
<td></td>
<td>3</td>
<td></td>
<td></td>
<td>13</td>
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<tr>
<td>Ice Machines</td>
<td>2</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Chillers</td>
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<td></td>
<td>1</td>
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<td>Boilers</td>
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<td>Cooling Tower</td>
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<td>1</td>
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<tr>
<td>Critical Exhaust Fans</td>
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<tr>
<td>Air Dyer</td>
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<td>1</td>
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</tr>
<tr>
<td>Air Handler</td>
<td>2</td>
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<td>2</td>
<td>2</td>
<td>3</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td><strong>Total Equipment</strong></td>
<td>84</td>
<td>18</td>
<td>40</td>
<td>23</td>
<td>25</td>
<td>13</td>
<td>18</td>
<td>221</td>
</tr>
</tbody>
</table>
Proposal Evaluation

Five proposals were received on October 24, 2022, and were scored based on predetermined weighted criteria.

<table>
<thead>
<tr>
<th>Bidders Ranked using Selection Criteria</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Diversified Thermal Services</td>
<td>Anaheim, CA</td>
</tr>
<tr>
<td>2. ABM Building Solutions</td>
<td>Tustin, CA</td>
</tr>
<tr>
<td>3. Southland Industries</td>
<td>Garden Grove, CA</td>
</tr>
<tr>
<td>4. ACCO Engineered Systems</td>
<td>Costa Mesa, CA</td>
</tr>
<tr>
<td>5. Carrier Corporation</td>
<td>City of Industry, CA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Selection Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Level of experience and knowledge of scope of work</td>
</tr>
<tr>
<td>• Approach (Proposed Work Plan)</td>
</tr>
<tr>
<td>• Past record of Performance</td>
</tr>
<tr>
<td>• References</td>
</tr>
<tr>
<td>• Cost</td>
</tr>
<tr>
<td>• Exceptions taken to the specifications</td>
</tr>
</tbody>
</table>
Proposal Evaluation Results

• The evaluation of the seven proposals received concludes that Diversified Thermal Services would provide best value to the Agency.

—Great Value
  • Past performance, methodology, experience, references, and competitive pricing.

—Contract Term: Five Year
  • Two years with fixed price
  • Three one-year options to extend with Consumer Price Index increase.

—Past Performances
  • City of La Habra
  • City of Orange
  • Loma Linda University
  • Mount San Antonio College
  • Providence Mission Hospital
Staff Recommendation

- Award a two-year service contract with three, one-year options to Diversified Thermal Services, for HVAC Preventative Maintenance and Emergency Repair Service Contract for a not-to-exceed amount of $1,071,250; and

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

The Agency Wide HVAC Equipment Service Contract, is consistent with IEUA’s Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.
Date: December 21, 2022
To: The Honorable Board of Directors
From: Shivaji Deshmukh, General Manager
Committee: Engineering, Operations & Water Resources

Staff Contact: Christiana Daisy, Deputy General Manager
Subject: RP-1 Aeration Basins Utility Water System Improvements Construction Contract Award

Executive Summary:
The Regional Water Recycling Plant No. 1 (RP-1) aeration basins and secondary clarifiers utilize the utility water supply for suppression sprayers to mitigate nuisance foam, regular analyzer maintenance, and periodic cleaning or shutdowns. The existing utility water system has reached the end of its useful life, and in most locations, has completely failed. This project will demolish the existing utility water systems at the aeration basins and secondary clarifiers and will install new HDPE pipe, sprayers for foam suppression, and new hose bib assemblies for required maintenance.

On September 28, 2022, Inland Empire Utilities Agency (IEUA) issued an invitation for bids to the under $2,000,000 prequalified contractors. On November 10, 2022, IEUA received five construction bids. Genesis Construction was deemed the lowest responsive, responsible bidder with a bid price of $998,765. The engineer's estimate was $1,700,000.

Staff's Recommendation:
1. Award a construction contract for the RP-1 Aeration Basins Utility Water System Improvements, Project No. EN22041, to Genesis Construction in the amount of $998,765; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

Budget Impact

Account/Project Name:
EN22041/RP-1 Aeration Basins Utility Water System Improvements

Fiscal Impact (explain if not budgeted):
None.
Prior Board Action:

None.

Environmental Determination:
Statutory Exemption

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

Business Goal:

The RP-1 Aeration Basins Utility Water System Improvements Project is consistent with IEUA’s Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint
Attachment 2 - Construction Contract
Attachment 1
RP-1 Aeration Basins Utility Water System Improvements
Construction Contract Award
Project EN22041

Karla Duran
Assistant Engineer
December 2022
Project Location: Regional Plant No. 1
The Project

Scope of Work

• Demolish existing utility water system

• Construction/install
  — 4,700-feet of 2” - 4” HDPE pipe
  — 200 foam suppression sprayers
  — 100 hose bib assemblies
Contractor Selection

5 bids were received on 11/10/2022, from prequalified contractors:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Genesis Construction</td>
<td>$998,765.00</td>
</tr>
<tr>
<td>GSE Construction</td>
<td>$1,043,700.00</td>
</tr>
<tr>
<td>J.R. Filanc Construction</td>
<td>$1,348,000.00</td>
</tr>
<tr>
<td>Ferreira Construction</td>
<td>$1,849,000.00</td>
</tr>
<tr>
<td>W.A. Rasic Construction</td>
<td>$1,973,909.41</td>
</tr>
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</table>

**Engineer’s Estimate:** $1,700,000
# Project Budget and Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
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<tbody>
<tr>
<td><strong>Design Services</strong></td>
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</tr>
<tr>
<td>Design Consultant Contract</td>
<td>$102,255</td>
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<tr>
<td>IEUA Design Services (actuals)</td>
<td>$50,000</td>
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<tr>
<td><strong>Construction Services</strong></td>
<td>$100,000</td>
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<tr>
<td>IEUA Construction Services (~10%)</td>
<td>$100,000</td>
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<tr>
<td><strong>Construction</strong></td>
<td>$1,148,765</td>
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<tr>
<td>Construction Contract (this action)</td>
<td>$998,765</td>
</tr>
<tr>
<td>Contingency (~15%)</td>
<td>$150,000</td>
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<td><strong>Total Project Costs:</strong></td>
<td>$1,401,020</td>
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<td><strong>Total Project Budget:</strong></td>
<td>$2,000,000</td>
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## Project Milestone

<table>
<thead>
<tr>
<th>Construction</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Construction Contract Award</td>
<td>December 2022</td>
</tr>
<tr>
<td>Construction Completion</td>
<td>September 2023</td>
</tr>
</tbody>
</table>
1. Award a construction contract for the RP-1 Aeration Basins Utility Water System Improvements, Project No. EN22041, to Genesis Construction Co. in the amount of $998,765; and

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

The RP-1 Aeration Basins Utility Water System Improvements Project is consistent with IEUA’s Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.
Attachment 2
RP-1 AERATION BASINS UTILITY WATER SYSTEM IMPROVEMENTS CONTRACT

THIS CONTRACT, made and entered into this _21_ day of December, 2022, by and between __Genesis Construction Co.__, 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 _RP-1 Aeration Basins Utility Water System Improvements Project No. EN22041_, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.

B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.

C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price Nine Hundred Ninety-Eight Thousand Seven Hundred Sixty-Five Dollars and ____ Zero ____ Cents.
D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor’s License Declaration, Specifications, Drawings, all General Conditions, Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.

F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA two hundred (200) calendar days after Award of the Contract. All Work shall be completed before final payment is made.

G. Time is of the essence on this Contract.

H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

J. That the CONTRACTOR shall carry Workers’ Compensation Insurance and require all subcontractors to carry Workers’ Compensation Insurance as
required by the California Labor Code.

K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

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

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

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

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

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

By ________________________
Shivaji Deshmukh
General Manager

By ________________________
Candace D. Perry
President

* A Municipal Water District
Engineering, Operations, and Water Resources Committee

ACTION
ITEM
2B
Date: December 21, 2022
To: The Honorable Board of Directors
From: Shivaji Deshmukh, General Manager
Committee: Engineering, Operations & Water Resources

Staff Contact: Christiana Daisy, Deputy General Manager
Subject: Procurement of Cisco Network Components for RP-1 SCADA Migration

Executive Summary:
The Regional Plant No. 1 (RP-1) Supervisory Control and Data Acquisition (SCADA) Migration Project will replace Inland Empire Utilities Agency's (IEUA) obsolete SCADA system with newer distributed control system technology. The final design for the project was completed in November 2022. An element of the design specifies several Cisco network components that are critical for compatibility with the new agency-wide process monitoring and automated control system.
The project will begin its construction phase in Spring 2023. Staff recommends the procurement of Cisco components prior to awarding the construction contract for the project. The major component for procurement consists of network switches considered critical to the project. Pre-purchasing these items will achieve the lowest cost alternative and avoid major project delays due to the long lead times forecasted for the parts (the current lead time is eight months). On October 5, 2022, IEUA issued an invitation for bids and received seven bids on October 25, 2022. Frontier Technology dba MicroAge provided the lowest cost and responsive proposal. Staff recommends authorizing the General Manager to execute a pre-purchase order to MicroAge for Cisco network components in the not-to-exceed amount of $189,853.

Staff's Recommendation:
1. Authorize the purchase from Frontier Technology dba MicroAge for Cisco controls system network infrastructure components prior to construction for the RP-1 SCADA Migration Project, EN13016.05, in an amount not to exceed $189,853; and

2. Authorize the General Manager to execute the purchase.

Budget Impact
Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:
Account/Project Name:
EN13016.05/Regional Plant No.1 SCADA Migration

Fiscal Impact (explain if not budgeted):
None.

Full account coding (internal AP purposes only): 1000 127100 108000 590000 Project No.: EN13016
Prior Board Action:
None.

Environmental Determination:
Not Applicable

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 Presentation
Attachment 2 - Cisco Network Components Proposal from Frontier Technology dba MicroAge
Attachment 1
RP-1 SCADA Migration Project
Procurement of Cisco Network Components
Project No. EN13016.05

Cathy Nhothsavath
Associate Engineer
December 2022
Project Location

Regional Water Recycling Plant No. 1 (RP-1)
Ontario, CA
Procurement Prior to Construction

• The Product: Cisco Network Components
  – Maintains consistency
  – Ensures current and future compatibility
  – Major procurement component
    • Critical Cisco Catalyst 9400 series network switches
  – Connects plant controllers, computers, and servers to one another
  – Enables different devices and connections to travel over the same network simultaneously

• The Basis for Procurement: Achieves IEUA’s Best Interest
  – Economy – Lowest cost alternative
  – Expedites Production
Procurement Process

- October 5, 2022: Competitive solicitation was issued on PlanetBids
- October 25, 2022: Seven bids were received

<table>
<thead>
<tr>
<th>Bid No.</th>
<th>Bidder’s Name</th>
<th>Final Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Frontier Technology dba MicroAge</td>
<td>$189,853</td>
</tr>
<tr>
<td>2</td>
<td>Converge One</td>
<td>$215,072</td>
</tr>
<tr>
<td>3</td>
<td>Questivity, Inc.</td>
<td>$285,135</td>
</tr>
<tr>
<td>4</td>
<td>Saitech</td>
<td>$298,484</td>
</tr>
<tr>
<td>5</td>
<td>Axelliant, LLC</td>
<td>$305,008</td>
</tr>
<tr>
<td>6</td>
<td>NetXperts</td>
<td>$309,430</td>
</tr>
<tr>
<td>7</td>
<td>Diltex</td>
<td>$316,264</td>
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Project Budget and Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td><strong>Design Services</strong> (Estimated)</td>
<td>$3,966,803</td>
</tr>
<tr>
<td>Design Consultant Contract (Actuals)</td>
<td>$2,501,727</td>
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<tr>
<td>IEUA Design Services (Actuals + Forecast)</td>
<td>$1,133,436</td>
</tr>
<tr>
<td>Arcadis U.S. Inc. (RP-1 Control Schematics)</td>
<td>$239,940</td>
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<tr>
<td>SCADA Programming Services (PCN Review)</td>
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<tr>
<td><strong>Construction Services</strong> (Estimated)</td>
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<tr>
<td>Engineering Services During Construction (6.5%)</td>
<td>$533,000</td>
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<tr>
<td>IEUA Construction Services (7%)</td>
<td>$574,000</td>
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<tr>
<td>SCADA Programming Services (Control System Integration)</td>
<td>$3,800,000</td>
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<tr>
<td><strong>Construction</strong></td>
<td>$9,020,000</td>
</tr>
<tr>
<td>Construction Contract (Estimated)</td>
<td>$6,119,047</td>
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<tr>
<td>Rockwell Prepurchase Components (Previous Action)</td>
<td>$1,891,100</td>
</tr>
<tr>
<td>Cisco Network Prepurchase Components (This Action)</td>
<td>$189,853</td>
</tr>
<tr>
<td>Contingency (~10%)</td>
<td>$820,000</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong> (This Project, RP-1, EN13016.05)</td>
<td>$17,893,803</td>
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<tr>
<td><strong>Total Previous Project Cost</strong> (CCWRF, RP-4, and RP-5)</td>
<td>$14,952,890</td>
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<tr>
<td><strong>Total Project Cost</strong> (All Regional Plants, EN13016)</td>
<td>$32,846,693</td>
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<tr>
<td><strong>Total Project Budget</strong> (All Regional Plants, EN13016)</td>
<td>$27,319,448</td>
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</table>

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

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Date</th>
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<tbody>
<tr>
<td><strong>Design</strong></td>
<td></td>
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<tr>
<td>Design Completion</td>
<td>November 2022</td>
</tr>
<tr>
<td><strong>Construction</strong> (Estimated)</td>
<td></td>
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<tr>
<td>Construction Contract Award</td>
<td>March 2023</td>
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<tr>
<td>Construction Completion</td>
<td>June 2026</td>
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</tbody>
</table>
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.

Staff’s Recommendation

- Authorize the purchase from Frontier Technology dba MicroAge for Cisco controls system network infrastructure components prior to construction for the RP-1 SCADA Migration Project, EN13016.05, in an amount not to exceed $189,853; and

- Authorize the General Manager to execute the purchase.
Attachment 2
PROPOSAL SUBMITTAL FORM
CISCO HARDWARE COMPONENTS

To: The Inland Empire Utilities Agency
From: Frontier Technology dba MicroAge
        Supplier Name (Name of Firm)
        8160 S Hardy Drive Suite 101
        Mailing Address
        Tempe, AZ  85284
        City, State & Zip
        480-366-2123
        Phone Number

A. Scope of Services
   B. To purchase new Cisco hardware components in accordance with the Bill of Materials
      and Purchase Order Terms and Conditions included herein. Bidder must bid Cisco parts
      and quantities as described in the Bill of Materials; substitutions will not be considered.
      MUST BE AUTHORIZED RESELLER/PARTNER TO SUBMIT.

C. Instructions to Bidders
   1. All information requested of the bidder shall be included in their Proposal. Failure to do
      so may disqualify your offer.
   2. Bidders are to bid on what is specified only; substitutions will not be accepted.
   3. All items shall be new, merchantable grade, free from defect and carry full
      manufacturer’s warranty.
   4. Bidder warrants those prices shown on the Proposal shall be complete and no additional
      charges shall be added without the express written consent of the Agency.
   5. Bidder must include any shipping or delivery charges in a line item for inside delivery per
      Section C (Delivery) below.
   6. The Proposal shall include the total number of shipping containers, the dimensions, and
      the approximate weight of each shipping container in the shipment.
   7. The Proposal shall remain valid for a period of not less than 90 days from the date of the
      Proposal.
   8. The Proposal shall include a period of not less than Net 45 Days Payment Terms.
D. **Delivery**

Delivery shall be F.O.B. Destination to the following address. Inside delivery is required. Loading dock and forklift are not available at the delivery location.

Inland Empire Utilities Agency  
Regional Water Recycling Plant No. 1  
2662 EAST WALNUT STREET  
ONTARIO, CALIFORNIA 9176  

No charge for delivery, drayage, express or parcel post, packing, cartage, insurance, or for any other purpose will be paid by the Agency unless expressly included and itemized in the Purchase Order. The equipment is to be packed in suitable containers for protection in shipment and storage. Each container of multiple container shipments shall be identified to:

1. Show the number of the container and the total number of containers in the shipment; and  
2. The number of containers in which the packing sheet has been enclosed.

All shipments must include packing sheets identifying: the Agency’s Purchase Order; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection if required.

E. **Warranty**

Bidder agrees to act as a co-guarantor with such manufacturer and shall furnish the Agency with all appropriate guarantees or warranty certificates upon delivery. Bidder further warrants that all material, equipment, hardware, etc., contained in its bid response meets all applicable federal and state requirements, including those of the Federal Communications Commission. Bidder certifies that, if it is the successful Bidder, and the material, equipment, hardware, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, hardware, etc., into compliance shall be borne by the awarded bidder.

The Agency may return any goods or materials which are defective, unsatisfactory, or of inferior quality or workmanship. Such goods or materials shall, unless used by the Agency, remain the property of Bidder and may be returned at Bidder’s risk and expense. Bidder shall reimburse the Agency for all prior payments therefore and/or costs incurred in connection with the delivery or return of such goods or materials.

F. **Exclusions**

1. Installation, configuration, or on-site services.  
2. SMARTnet  
3. Stacking Kits & Cables

G. **Bill of Materials**

Responding to the Cisco Hardware Components Request for Proposal, the undersigned Supplier agrees to furnish and deliver parts per the Proposal Submittal specifications. I/We have stated herein the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PARTS DESCRIPTION</th>
<th>MANUF.</th>
<th>PART NUMBER</th>
<th>EST. TIME OF ARRIVAL</th>
<th>QTY.</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>1</td>
<td>CISCO CATALYST C9407 CHASSIS (10RU) - 7 SLOT</td>
<td>CISCO</td>
<td>C9407R</td>
<td>227 days</td>
<td>2</td>
<td>2,241.70</td>
<td>$4,483.40</td>
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<td>2</td>
<td>CISCO CATALYST C9400 DNA ADVANTAGE - 3 YEAR LICENSE</td>
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<td>C9400-DNA-A-3Y</td>
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<td>5,648.20</td>
<td>$11,296.40</td>
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<td>3</td>
<td>CISCO CATALYST 9400 SERIES SUPERVISOR 1 MODULE</td>
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<td>4</td>
<td>6,276.76</td>
<td>$25,107.04</td>
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<td>4</td>
<td>CISCO CATALYST 9400 SERIES 240GB M2 SATA MEMORY</td>
<td>CISCO</td>
<td>C9400-SSD-240GB</td>
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<td>4</td>
<td>896.68</td>
<td>$3,586.72</td>
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<td>5</td>
<td>CISCO CATALYST 9400 SERIES 24-PORT GIGABIT SFP/SFP+</td>
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<td>C9400-LC-24XS</td>
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<td>10,760.17</td>
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<td>6</td>
<td>CISCO CATALYST 9400 SERIES 48-PORT GIGABIT RJ45</td>
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<td>2</td>
<td>3138.38</td>
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<td>7</td>
<td>CISCO CATALYST 9400 2100W AC POWER SUPPLY</td>
<td>CISCO</td>
<td>C9400-PWR-2100AC</td>
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<td>896.68</td>
<td>$7,173.44</td>
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<td>8</td>
<td>CISCO CATALYST 9400 BLANK COVER</td>
<td>CISCO</td>
<td>C9400-5-BLANK</td>
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<td>9</td>
<td>CISCO CATALYST 9407 FAN TRAY</td>
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<td>10</td>
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<td>11</td>
<td>10GB SMF 10KM SFP</td>
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<td>1,814.17</td>
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<td>12</td>
<td>CISCO CATALYST C9300X 24 PORT 25G/10G/1G SFP28 W/ MODULE UPLINK. INCLUDE NETWORK ESSENTIALS LICENSE</td>
<td>CISCO</td>
<td>C9300X-24Y-E</td>
<td>203 days</td>
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<td>13</td>
<td>CISCO CATALYST C9300X 715W POWER SUPPLY (1ST INCLUDED W/ NETWORK SWITCH)</td>
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<td>PWR-CL-715WAC-P</td>
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<td>14</td>
<td>CISCO SFP28 SMF 10/25GB SFP SMF</td>
<td>CISCO</td>
<td>SFP-10/25G-LR-S</td>
<td>105 days</td>
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<td>1,030.86</td>
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<td>15</td>
<td>CISCO SFP28 SMF 10/25GB SFP MMF (FOR LOCAL SAN CONNECTION)</td>
<td>CISCO</td>
<td>SFP-10/25G-CR-S</td>
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<td>481.30</td>
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<tr>
<td>16</td>
<td>CISCO C9400 DNA ESSENTIAL - 3 YEAR LICENSE</td>
<td>CISCO</td>
<td>C9300-DNA-E24-3Y</td>
<td>ships w/ C9300X</td>
<td>2</td>
<td>268.12</td>
<td>$536.24</td>
</tr>
</tbody>
</table>

Please check your calculations before submitting your proposal; Inland Empire Utilities Agency will not be responsible for Vendor miscalculations.

Authorized Supplier Signature

Jo Lerner
Senior Account Manager

Print Name
Title

SHIPPING AND HANDLING $0.00
TAX (City of Ontario Rate – 7.75%) $12,804.23

GRAND TOTAL: $189,852.77
1. ACCEPTANCE: This purchase order constitutes the Buyer's offer to the Seller. Unless the Buyer notifies the Seller to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the Seller's approval of, and consent to the terms and conditions of purchase herein contained.

2. CHANGES: The Buyer may at any time, by a written change order, make changes in quantities, descriptions, designs or drawings, samples or other description to which the items are to conform, in methods of shipment and packaging, or in the time or place of delivery of any items. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this purchase order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the purchase order shall be modified in writing accordingly. Any claim by Seller for such an adjustment must be made in writing. Nothing in this clause shall excuse Seller from proceeding without delay to perform this purchase order as changed.

3. CONFLICT WITH TERMS: Where any conflict exists between the terms and conditions of Seller and Buyer, the Buyer's terms and conditions shall prevail.

4. COMPLIANCE WITH LAWS: To the extent applicable hereto, Seller shall, in the performance of this purchase order, comply with all federal, state and local laws, and regulations. Further, Supplier shall indemnify, defend, and hold the Buyer harmless against any and all consequences resulting from Seller's failure to do so.

5. PREVAILING WAGES: If specified as a requirement elsewhere within this order, Seller shall comply with California Labor Code Sections 1720 – 1790.

6. MATERIAL SAFETY DATA SHEETS: If specified as a requirement elsewhere within this order, the Seller shall submit a current Material Safety Data Sheet (MSDS) in conformance with California Code of Regulations, Title 8, Section 5194, applicable to all potentially hazardous substances delivered against this purchase order.

7. PACKING: Unless this purchase order states otherwise, no charge shall be made for packing, crating, dunnage or other similar costs. Items shall be packed in accordance with prudent commercial practices to insure against damage from weather and/or transportation.

8. FEDERAL, STATE, AND LOCAL TAXES: All prices stated herein shall exclude, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this purchase order, or are otherwise applicable to this purchase order. Buyer, as a municipal agency, is exempt from Federal Excise Tax.

9. ENGINEERING, INFORMATION, TOOLS, ETC.: All designs, tools, plans, patterns, drawings, information or equipment supplied by the Buyer, or if supplied by the Seller specifically for this purchase order, the cost, or substantially all of the cost, of which is included in the price to be paid for items ordered hereunder, shall remain the sole property of the Buyer, and the Buyer expressly agrees that the same will not be used in manufacture or design for the account of others, nor for the manufacture of larger quantities than those required for this purchase order, without first obtaining the consent of the Buyer in writing. All such property of the Buyer, together with spoiled and surplus materials, shall be returned to the Buyer, at termination, cancellation or completion of the purchase order, unless the Buyer agrees otherwise in writing. All materials furnished by the Buyer under this purchase order (except that which becomes normal industrial waste or is replaced at Seller's expense) shall be returned in the form of parts or unused material, and Seller shall be responsible for the use of reasonable care in the safeguarding of all such materials until so returned. All information, designs, drawings and sources of supply shall be deemed confidential unless written release is furnished by the Buyer.

10. INSPECTION AND ACCEPTANCE: Items purchased hereunder are subject to final inspection and approval at the Buyer's location. Notwithstanding any other inspection, unless otherwise specifically stated on this purchase order. Neither compliance by Seller with instructions or suggestions by any employee of the Buyer, nor Buyer's payment of Seller's invoice for any item prior to final inspection shall be deemed an acceptance of the item, or a waiver of the right of inspection, or any other right herein reserved, or relieve Seller of any obligation or liability under the terms and conditions of this purchase order. Defective products will be rejected by the Buyer, and the price thereof will be debited against the invoice therefor, in which such products were included. Items rejected will be held at Buyer's facility, subject to Seller's disposition for a reasonable time, and, if not disposed of by the Seller, will be sold or otherwise disposed of by the Buyer.

11. WARRANTY: Seller warrants that all material and work covered by this purchase order shall conform to the specifications, drawings, symbols or other descriptions specified by the Buyer, and will be of good material and workmanship, and free from defect. Seller further warrants that all material covered by this purchase order, which is the product of Seller, is in accordance with Seller's specifications or design shall be fit and suitable for the purpose intended by the Buyer, as disclosed to Seller. All warranties shall run to the Buyer, its successors, assigns and customers, and to the users of its products.

12. PUBLIC RECORD: Pursuant to California Public Records Act (Government Code Section 6250 et seq.), all information pertaining to this purchase shall become a matter of public record.

13. PATENT PROTECTION: To the extent the subject items are not manufactured pursuant to a design originated by the Buyer, Seller agrees it will save the Buyer and its Directors, employees, agents or customers harmless from any loss, damage or liability which may be incurred on account of any alleged infringement of any United States or foreign patents with respect to such items or materials, and that Seller will, at its own expense, defend any action, suit or claim in which such infringement is alleged. The Buyer agrees to notify Seller promptly of any suit or claim against the Buyer for any alleged infringement of patent.

14. INSOLVENCY AND BANKRUPTCY: In the event Seller shall become insolvent or makes a general assignment for the benefit of creditors, or files, or has filed against it, a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of Seller's property or business, the Buyer may, at its option, cancel this purchase order, in accordance with paragraph eight (8) above.

15. NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this purchase order, Seller shall immediately give notice thereof including all relevant information with respect thereto, to the Buyer.

16. NONDISCRIMINATION IN EMPLOYMENT: (1) The Seller in performing the work required by this purchase order shall not discriminate against any worker, employee or applicant for employment because of race, creed, color, religious preference, marital status, or national origin, and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. (2) Seller agrees upon request to provide the Buyer with Certification of Submission of Current Compliance Report or Compliance Report Notification.

17. SAFETY AND HEALTH: Seller agrees that all items or equipment purchased hereunder shall comply with the requirements of the Federal Occupational Safety and Health Act of 1971, the California Occupational Safety and Health Act of 1973, and any amendments thereto and all other applicable laws regarding safety and health for the Buyer.

18. INSURANCE: If specified as a requirement elsewhere within this Purchase Order, the Seller shall provide, at no additional cost to the Buyer, verification of its current general commercial liability, automobile liability, professional liability, workers' compensation / employers liability insurance. With respect to Workers' Compensation insurance, Seller's policy shall, at no additional cost to the Buyer, be endorsed to waive all rights of subrogation against the Buyer. Failure to provide verification of the insurance coverages and subrogation waiver mentioned above shall be considered a material breach of the terms and conditions of this purchase order.

19. ATTORNEYS' FEES: In the event an action is commenced by a party to this Contract against the other to enforce its rights and obligations arising from such, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

20. TERMINATION: (a) The Buyer may terminate or cancel this purchase order, in whole or in part, without liability to the Buyer, if deliveries are not made at the time and in the quantities specified, or in the event of a substantial breach of any of the other terms or conditions hereof; (b) the Buyer may also terminate this purchase order, in whole or in part, even though Seller is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by Seller of such notice, Seller will, as to the extent prescribed by the Buyer, stop work under the purchase order and placement of further purchase orders or subcontracts hereunder. In any event Seller shall have the right to be indemnified for any loss or damage suffered by the Buyer by reason of such termination. Seller shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

21. ASSIGNMENT: Supplier shall not assign, sell, or otherwise transfer any of its rights or interests in this purchase order without the specific written consent of the Buyer.

22. GENERAL: All warranties shall be construed as integral conditions to this purchase order. No waiver of a breach, or of any provision of this purchase order, shall constitute a waiver of any other breach or provision. No modification, change in, or departure from, the provisions of this purchase order shall be valid or binding on the Buyer unless approved by the Buyer in writing.
Engineering, Operations, and Water Resources Committee

ACTION
ITEM
2C
Date: December 21, 2022
To: The Honorable Board of Directors                         From: Shivaji Deshmukh, General Manager
Committee: Engineering, Operations & Water Resources          12/14/22

Staff Contact: Christiana Daisy, Deputy General Manager
Subject: Purchase Combination (Jet/Vacuum) Sewer Cleaning Truck

Executive Summary:
To enhance the Agency's sewer cleaning vehicle fleet and meet upcoming Advanced Clean Fleet regulations, the staff budgeted a combination jet/vacuum sewer cleaning vehicle (combination truck) in the Fiscal Year 2022/2023 Budget. The Agency currently owns two GapVax combination trucks; one purchased in 2012, and the other purchased in 2020. These vehicles are operated extensively to maintain the Agency's collections systems and regional treatment plant facilities. The 2012 GapVax has reached its life expectancy of 10 years, and due to the Advanced Clean Fleet regulations of electrification of 50% of heavy-duty vehicles purchases starting 2024, a purchase of a new vehicle before then would be prudent. With the increased demand placed upon staff to routinely clean and maintain the sewer collection systems to comply with the Agency's Sanitary Sewer Management Plan (SSMP), it is imperative that staff utilize safe and reliable equipment. These vehicles are also required for emergencies in the field as well as increased support at treatment plants and pump stations where dependability is paramount. To continue to provide this high level of service and have staff resiliency, staff recommends the purchase of a combination jet/vacuum sewer cleaning vehicle.

Staff's Recommendation:
1. Authorize the purchase of one 2023 GapVax, Model No. MC1510, combination jet/vacuum sewer cleaning vehicle for a not-to-exceed amount of $727,000; and

2. Authorize the General Manager to execute the purchase.

Budget Impact  Budgeted (Y/N): Y  Amendment (Y/N): Y  Amount for Requested Approval: 
Account/Project Name: 
FM23002 GapVax Replacement Project

Fiscal Impact (explain if not budgeted):
Prior Board Action:
October 5, 2005: GapVax Model No. VHD64F200 purchase
December 19, 2012: GapVax Model No. MC1510 purchase
January 15, 2020: GapVax Model No. MC1510 replacement

Environmental Determination:
Not Applicable

Business Goal:
The purchase Combination (Jet/Vacuum) Sewer Cleaning Truck is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:
Attachment 1 - Purchase of Combination (Jet/Vacuum) Sewer Cleaning Truck PowerPoint Presentation
Purchase of Combination (Jet/Vacuum) Sewer Cleaning Truck

Lucia Diaz
Manager of Facilities & Water System Programs
December 2022
Agency Combination Jet/Vac Cleaning Trucks

2012 GapVax Combination Jet/Vac
3,000 psi
27” vacuum
10 years old

2020 GapVax Combination Jet/Vac
3,000 psi
27” vacuum
2 years old
Advanced Clean Fleet Background

• Executive Order N-79-20
  — Elimination of new internal combustion passenger vehicle sales in CA by 2035
  — 100% of medium- and heavy-duty vehicles be zero-emission by 2045 where feasible

• California Air Resources Board (CARB) Zero-Emission Vehicle (ZEV) Market Development Strategy
  — Advanced Clean Cars II Program (Light Duty)
  — Advanced Clean Fleet Regulation (Medium-Heavy Duty)

Advanced Clean Fleet Regulation
Medium – Heavy Duty Vehicles

2024, 50% ZEV Public Fleet Purchases
2027, 100% ZEV Public Fleet Purchases
Sourcewell Purchase

• Competitively bid through Sourcewell
  — National cooperative contract purchasing program
  — Best overall supplier government pricing

• Recent purchases through Sourcewell
  — Fleet Vehicle Purchases

• Purchase a Combination Jet/Vac Truck
  — Before the Advanced Clean Fleet Regulation
    (Medium-Heavy Duty) deadline
Combination Jet/Vac Cleaning Truck

• Specification Highlights
  — Stainless steel water and debris tanks
  — Lighting system for unit
  — Vacuum System
    • XL Vacuum pump unit 27"
  — Water System
    • Tri-Plex Water pump system
    • Water pump rated at 80 GPM 2500 PSI
    • Handgun reel for washdown
  — Boom
    • 8" front mounted telescoping boom with 26" reach and 180-degree rotation
    • Remote lube for boom left and rotation
  — Hose Reel
    • Front frame mounted hose reel with 180-degree articulation.
    • Hose reel rated for 800’ of hose and 3,000PSI
    • Upgrade front hose reel to power articulate via hydraulics
  — Controls & Accessories
    • Cab-mounted air shift controls for blower, hydraulics and water pump
    • Control System with display
      — Module in cab for system engagements and controls
      — High debris level light and alarm
  — Storage package
Staff Recommendation

- Authorize the purchase of one 2023 GapVax, Model No. MC1510, combination jet/vacuum sewer cleaning vehicle from Sourcewell for a not-to-exceed amount of $727,000; and

- Authorize the General Manager to execute the purchase.

The purchase of the combination sewer cleaning truck, is consistent with **IEUA’s Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.
INFORMATION
ITEM
3A
RP-5: Project Status

Day 869 of 1640 = 53%

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<th>Role</th>
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Data date: 11/30/22
RP-5: Major Activity Areas

Construction Staff

- WML Craft: 138
- WML Project: 32
- IEUA & CM: 15
- Total: 185
RP-5: Major Activities

Influent Pump Station
RP-5: Major Activities

Grit Chamber
RP-5: Major Activities

Fine Screens
RP-5: Major Activities

Fine Screens and Primary Clarifiers
RP-5: Major Activities

MBR Phase 1
RP-5: Major Activities

Iron Sponge Delivery

Odor Scrubber Media Addition
RP-5: Major Activities

Gas Phase Digesters
RP-5: Major Activities

Dewatering Building

Boiler Building
Questions?
INFORMATION
ITEM
3B
Project Location Map
RP-1 Disinfection Pump Improvements
Project Goal: Increase Operational Efficiency

Total Project Budget: $13M
Project Completion: December 2023
Construction Percent Complete: 10%

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<td>Innovative Construction Solutions</td>
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Project Management Team
- Project Manager: Spears, James
- Assistant/Associate Engineer: WSP
- Administrative Assistant: Anser Advisory
- Inspector: Carollo

New duct bank north of control building.
RP-1 Repurpose Lab
Project Goal: Rehabilitate/Repair Existing Assets

Total Project Budget: $1.8M
Project Completion: October 2024
Design Percent Complete: 10%

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Project Management Team

- **Project Manager:** Poeske, Matt
- **Assistant/Associate Engineer:** TBD
- **Administrative Assistant:** Anser Advisory
- **Inspector:** TBD

RP-1 Administration Roofing Replacement
Prado Basin Assets Retrofit - NRWS
Project Goal: Increase Reliability

Total Project Budget: $150k
Project Completion: October 2022
Construction Percent Complete: 100%

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Project Management Team

- Project Manager: Biesiada, Josh
- Assistant/Associate Engineer: Frabizio, Julianne
- Administrative Assistant: Anser Advisory
- Inspector: Hull, Kurt

Manhole Lining
RP-1 Flare Improvements
Project Goal: Enhance Reliability and Permit Compliance

Total Project Budget: $9.2M
Project Completion: May 2023
Construction Percent Complete: 80%

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Project Management Team

- Project Manager: Zughbi, Jamal
-Assistant/Associate Engineer: Tao, Justin
-Administrative Assistant: Woods
- Inspector: GK & Associates

Flare Control Panels