



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

**WEDNESDAY, JANUARY 11, 2023
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: 770 578 953#**

PURSUANT TO AB361 AND RESOLUTION NO. 2022-12-6, ADOPTED BY THE IEUA BOARD OF DIRECTORS ON DECEMBER 21, 2022, IEUA BOARD AND COMMITTEE MEETINGS WILL CONTINUE TO BE CONDUCTED THROUGH TELECONFERENCE.

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 December 14, 2022 Engineering, Operations, and Water Resources Committee meeting.

B. **RP-1 AND RP-4 GENERATOR CONTROL RETROFITS CONSTRUCTION CONTRACT CHANGE ORDER**

Staff recommends that the Committee/Board:

1. Approve the construction contract change order for the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, to Big Sky Electric, for an additional amount of \$158,000, increasing the contract amount to \$333,100 (90%);
2. Approve a total project budget augmentation in the amount of \$200,000 to the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, increasing the budget from \$240,000 to \$440,000 in the Regional Operations and Maintenance (10800) Fund; and
3. Authorize the General Manager to execute the change order and total project budget increase, subject to non-substantive changes.

C. **PRESERVE LIFT STATION IMPROVEMENTS CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the Preserve Lift Station Improvements, Project No. EN23066, to Tharsos Inc., for the amount of \$781,000;
2. Approve a total project budget and FY 22/23 project budget augmentation in the amount of \$595,000 to Project No. EN23066 increasing the budget from \$455,000 to \$1,050,000 in the Regional Operations and Maintenance (10800) Fund; and
3. Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

D. **BRINE SEWER SYSTEM (BSS) AND REGIONAL SEWER SYSTEM (RSS) MANHOLE UPGRADES FY 22/23 CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the BSS Manhole Upgrades FY 22/23 and RSS Manhole Upgrades FY 22/23, Project Nos. EN23014 and EN23015, to Norstar Plumbing and Engineering in the amount of \$413,000; and
2. Authorize the General Manager to execute the contract; subject to non-substantive changes.

2. ACTION ITEMS

A. MEANS CONSULTING CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a contract amendment for professional consulting services to Means Consulting, LLC in the amount of \$262,488, increasing the contract from \$239,514 to a not-to-exceed amount of \$502,002; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

B. CENTRIFUGE SERVICE CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a contract amendment for the centrifuge services with Sentrimax Centrifuge Inc. for three, one-year extensions in the amount of \$510,000, increasing the contract from \$90,000 to a not-to-exceed amount of \$600,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

C. GROUNDWATER RECHARGE MASTER SERVICE CONTRACT AWARDS

Staff recommends that the Committee/Board:

1. Approve contract awards for the Groundwater Recharge Master Service Contracts to Jeremy Harris Construction, Inc. (Contract No. 4600003196), Hal Hays Construction, Inc. (Contract No. 4600003198), and Mike Bubalo Construction Co., Inc. (Contract No. 4600003197), for Groundwater Recharge Master Services for a not-to-exceed amount of \$1,000,000; and
2. Authorize the General Manager to execute the master service contracts, subject to non-substantive changes.

D. RP-4 PROCESS IMPROVEMENTS PHASE II CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a consultant contract for the RP-4 Process Improvements Phase II, Project No. EN20057, to Carollo Engineers Inc., for the not-to-exceed amount of \$1,084,943; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

E. NORTH SYSTEM NORTH TRUNK (NSNT) SEWER SIPHON REPLACEMENT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Ferreira Construction Co., for the amount of \$2,686,640;
2. Approve a total project budget augmentation in the amount of \$1,387,853 to the NSNT Sewer Siphon Replacement, Project No. EN20064, increasing the budget from \$3,112,147 to \$4,500,000 in the Non-Reclaimable Wastewater (10500) Fund; and
3. Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

3. INFORMATION ITEMS

A. ANNUAL REGIONAL WATER USE EFFICIENCY PROGRAMS REPORT – FY 2021/22 (WRITTEN/POWERPOINT)

B. OPERATIONS & MAINTENANCE DEPARTMENT QUARTERLY UPDATE (POWERPOINT)

C. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEMS

D. 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, DECEMBER 14, 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
Kristine Day, Assistant General Manager
Tony Arellano, Safety Officer
Jerry Burke, Director of Engineering
Pierre Cayatte, P.E., Senior Engineer
Lucia Diaz, Manager of Facilities & Water Systems Programs
Karla Duran, Assistant Engineer
Denise Garzaro, Board Secretary/Office Manager
Brandon Gonzalez Contreras, Technology Specialist I
Don Hamlett, Director of Information Technology
Michael Larios, Technology Specialist I
Scott Lening, Manager of Operations
Cathy Nhothsavath, Associate Engineer
Alyson Piguee, Director of External & Government Affairs
Vicky Salazar, Senior Associate Engineer
Steven Smith, Acting Groundwater Recharge Supervisor
Frank Sotomayor, Facilities Program Supervisor
James Spears, Senior Engineer
Travis Sprague, Principal Engineer
Brian Wilson, P.E., CCM, Senior Engineer

STAFF PRESENT via Video/Teleconference

Christiana Daisy, P.E., Deputy General Manager
Adham Almasri, Principal Engineer
Andy Campbell, Deputy Manager of Maintenance
Javier Chagoyen-Lazaro, Director of Finance
Michael Hurley, Director of Planning & Resources
Jennifer Hy-Luk, Executive Assistant
Cathleen Pieroni, Senior Policy Advisor
Sushmitha Reddy, Manager of Laboratories
Jeanina Romero, Executive Assistant
Kristian Saenz, Engineering Consultant
Yvonne Taylor, Administrative Assistant II
Megan Trott, Associate Engineer

Teresa Velarde, Manager of Internal Audit
Jeff Ziegenbein, Acting Director of Operations & Maintenance

CALL TO ORDER

Committee Chair Michael Camacho called the meeting to order at 10:09 a.m. . There were no public comments received or additions to the agenda.

1A – 1B. CONSENT ITEMS

The Committee:

- ◆ Approved Minutes of the November 9, 2022 Engineering, Operations, and Water Resources Committee meeting.
- ◆ Recommended that the 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;as a Consent Calendar item on the December 21, 2022 Board meeting agenda.

2A – 2C. ACTION ITEMS

The Committee:

- ◆ Recommended that the 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;
- ◆ and
 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;
- ◆ and
 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;

as Consent Calendar items on the December 21, 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

There were no General Manager comments.

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, Acting Committee Chair Tule adjourned the meeting at 10:53 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JANUARY 11, 2023

CONSENT
ITEM
1B

Date: January 18, 2023

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Finance & Administration

01/11/23

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: RP-1 and RP-4 Generator Retrofits Construction Contract Change Order

Executive Summary:

Regional Plant No. 4 is equipped with a 2,000 kW diesel generator. The generator provides emergency power to the plant in case of a power failure. Big Sky Electric is under contract to upgrade the obsolete Emergency Modular Control Panel (EMCP). During a site walk with the contractor, the generator breaker was found in the failed position with no alarms in Supervisory Control and Data Acquisition System (SCADA) to notify Operations. If there was a power failure at this time, the generator would not provide power to the facility. Also, during the site walk the power cables from the generator, which power the facility in an emergency, were found to be compromised and must be replaced.

Staff negotiated a change order with Big Sky Electric for the not-to-exceed amount of \$158,000, to be tracked on time and material. If the entire NTE amount is added to the construction contract, the contract will increase from \$175,840 to \$333,840 (90% increase). The change order includes replacing the generator power cables, testing of the generator breaker, and renting a temporary backup generator system for an additional two weeks during installation and testing. In addition, a task order, in the amount of \$32,000, will be issued to Technical Systems, Inc. (TSI), through IEUA's Programming Master Services Agreements, to provide Operations the generator's status on SCADA. These changes will address the safety concern.

Staff's Recommendation:

1. Approve the construction contract change order for the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, to Big Sky Electric, for an additional amount of \$158,000, increasing the contract amount to \$333,100 (90%);
2. Approve a total project budget augmentation in the amount of \$200,000 to the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, increasing the budget from \$240,000 to \$440,000 in the Regional Operations and Maintenance (10800) Fund; and
3. Authorize the General Manager to execute the change order and total project budget increase, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): Y Amount for Requested Approval: \$ 200,000

Account/Project Name:

EN22034 RP-1 and RP-4 Generator Retrofits

Fiscal Impact (explain if not budgeted):

If approved, a total project budget augmentation in the amount of \$200,000 will increase the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, from \$240,000 to \$440,000 in the RO (10800) Fund.

Prior Board Action:

On May 18, 2022, the Board of Directors awarded Construction services for RP-1 RP-4 Generator Retrofits, Project No. EN22034, to Big Sky Electric for the not-to-exceed amount of \$175,100.

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.

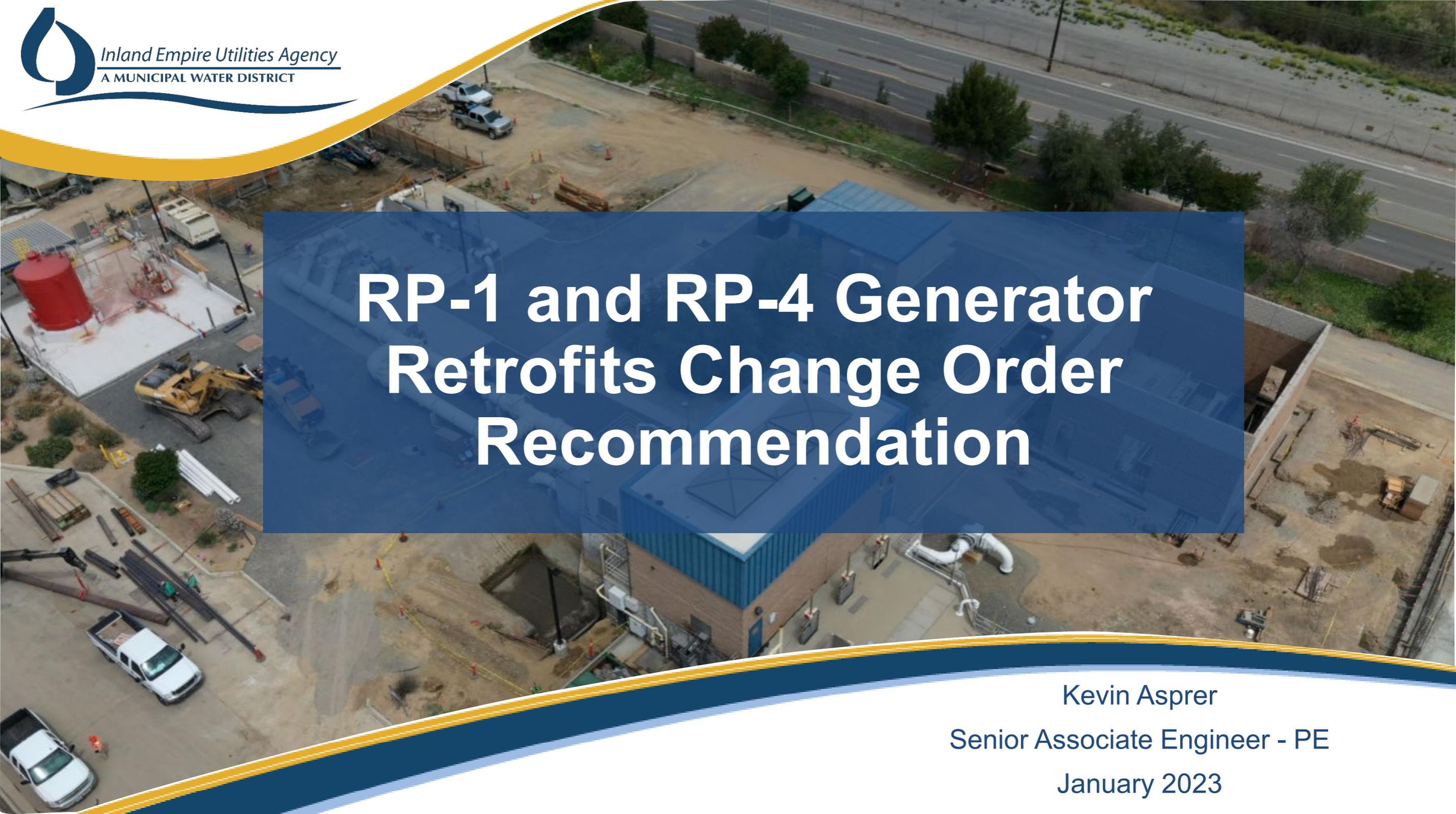
Business Goal:

Regional Plant No.1 and Regional Plant No. 4 Generator Retrofits is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 1



RP-1 and RP-4 Generator Retrofits Change Order Recommendation

Kevin Asprer
Senior Associate Engineer - PE
January 2023

Project Location



Regional Plant No. 4

The RP-4 Project

- Upgrade RP-1 & RP-4 emergency generator Electronic Modular Control Panels (EMCP)
- Installation and testing of rental temporary generator during construction



RP-4 EMCP



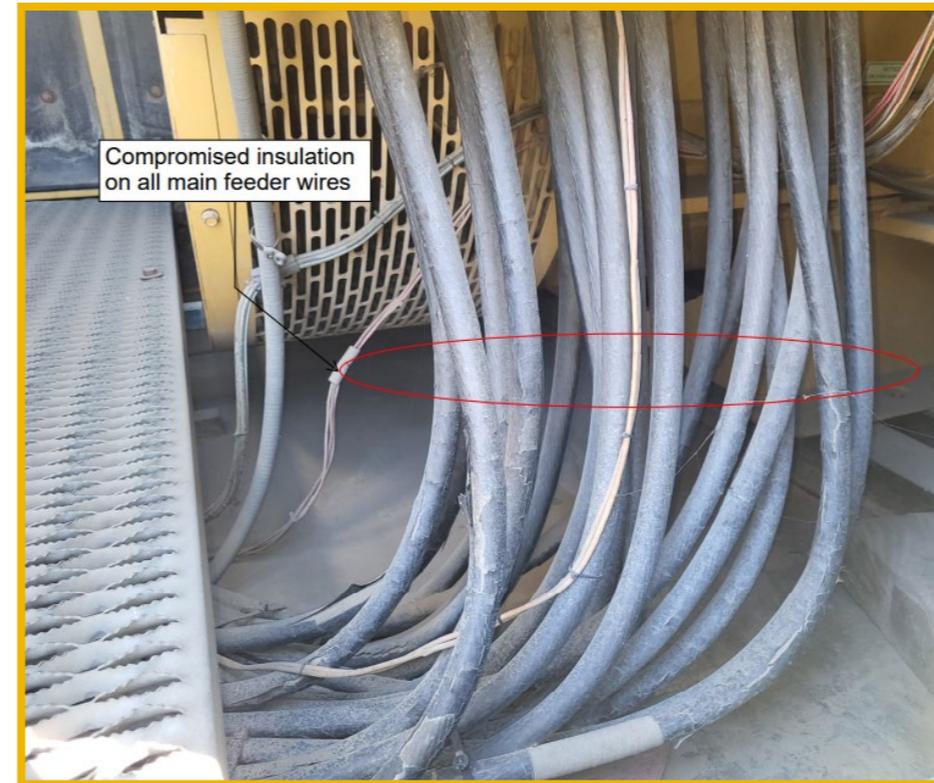
RP-4 Emergency Generator

The Challenges

- Breaker tripped - no visibility to Operations in SCADA
- Damaged generator power cables feeding RP-4 during a power outage



Tripped RP-4 Generator Breaker



RP-4 Generator Power Cables

Additional Scope

- Generator breaker to be bench tested and cleaned
- Replace 8 sets (32 total) of compromised power and grounding cables
- Clean underground conduits (8 total) of potential debris
- Temporary rental generator for additional two weeks
- SCADA integration of the emergency generator status and alarms

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
<i>Design</i>	\$30,000	<i>Construction</i>	
IEUA Staff	\$30,000	Construction Contract Award	May 2022
<i>Construction</i>	\$410,000	Initial Construction Completion	January 2023
Big Sky Electric Construction contract	\$175,100	New Construction Completion	March 2023
IEUA Staff	\$26,900		
Contingency (~10%)	\$18,000		
Construction Change Order (this action)	\$158,000		
SCADA Integration Services	\$32,000		
Total Project Cost:	\$440,000		
Current Total Project Budget:	\$240,000		
Total Budget Increase Needed (this action):	\$200,000		

Staff's Recommendation

- Approve the construction contract change order for the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, to Big Sky Electric, for an additional amount of \$158,000, increasing the contract amount to \$333,100 (90%);
- Approve a total project budget augmentation in the amount of \$200,000 to the RP-1 and RP-4 Generator Retrofits, Project No. EN22034, increasing the budget from \$240,000 to \$440,000 in the Regional Operations and Maintenance (10800) Fund; and
- Authorize the General Manager to execute the change order and total project budget increase, subject to non-substantive changes.

The RP-1 and RP-4 Generator Retrofits 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.

**CONSENT
ITEM
1C**

Date: January 18, 2023

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Finance & Administration

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Preserve Lift Station Improvements Construction Contract Award

Executive Summary:

The Preserve Lift Station was constructed in 2017 by a developer on behalf of the City of Chino to pump wastewater from a new residential tract of homes to the existing Chino Interceptor Sewer in Kimball Avenue. The facility is owned by the City of Chino and operated by Inland Empire Utilities Agency (IEUA) under contract with the City.

The lift station consists of two pumps operated through variable frequency drives (VFDs) and is designed for four pumps at full build-out. Flow rates are anticipated to increase with the construction of proposed developments in the area. This project will install a chopper pump as the station's third pump with a goal of providing increased capacity, redundancy reliability, and reducing rag build-up. The project scope also includes installing a third VFD, programming the existing PLC to accommodate three pumps, and installing air conditioning units for the VFD cabinets.

On November 17, 2022, IEUA received three contractor bids from pre-qualified contractors on the under \$2 million list. Tharsos Inc. was the lowest, responsive, responsible bidder with a bid of \$781,000. The bid was below the engineer's estimate of \$790,000.

Staff's Recommendation:

1. Award a construction contract for the Preserve Lift Station Improvements, Project No. EN23066, to Tharsos Inc., for the amount of \$781,000;
2. Approve a total project and FY 22/23 project budget augmentation in the amount of \$595,000 to Project No. EN23066 increasing the budget from \$455,000 to \$1,050,000 in the Regional Operations and Maintenance (10800) Fund; and
3. Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 595,000*

Account/Project Name:

EN23066/Preserve Lift Station Improvements

Fiscal Impact (explain if not budgeted):

If approved, a total project and FY 22/23 budget augmentation the amount of \$595,000 will increase the Preserve Lift Station Improvements budget, Project No. EN23066, from \$455,000 to \$1,050,000 in the Regional Operations and Maintenance (10800) Fund.

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 Preserve Lift Station Improvements Project is consistent with the 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 accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1



Preserve Lift Station Improvements Construction Contract Award Project No. EN23066

Megan Trott, P.E.
Associate Engineer
January 2023

Project Location

IEUA
Headquarters



Preserve Lift Station
City of Chino

Scope

- Install third pump at the lift station
- Install mechanical accessories, electrical and control equipment
- Install a new Variable Frequency Drive
- Remove 3 existing air conditioning units and replace with 4 new units



Contractor Selection

On November 17, 2022, 3 bids were received:

AA0

Bidder's Name	Total
Tharsos, Inc.	\$781,000
Genesis Construction	\$828,830
SCW Contracting	\$1,114,000
Engineer's Estimate	\$790,000

Project Budget and Schedule

Description	Estimated Cost
Design Services (actual)	\$202,200
Consultant Design Services	\$127,465
IEUA Design Services (actuals)	\$74,735
Construction Services	\$178,566
Engineering Services During Construction	\$100,566
IEUA Construction Services (~10%)	\$78,000
Construction	\$859,000
Construction (this action)	\$781,000
Contingency (~10%)	\$78,000
Total Project Cost*	\$1,239,766
Total Project EN0000000066 Budget	\$202,200
Total Project EN23066 Budget	\$455,000
Total Available Budget	\$657,200
Total Project EN23066 Budget Increase (this action)	\$595,000
Total Revised EN23066 Budget	\$1,050,000

Project Milestone	Date
Construction	
Construction Contract Award	January 2023
Construction Completion	July 2024

*Total project cost will be reimbursed by the City of Chino

Staff's Recommendation

- Award a construction contract for the Preserve Lift Station Improvements, Project No. EN23066, to Tharsos Inc., for the amount of \$781,000;
- Approve a total project and FY 22/23 project budget augmentation in the amount of \$595,000 to Project No. EN23066 increasing the budget from \$455,000 to \$1,050,000 in the Regional Operations and Maintenance (10800) Fund; and
- Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

The Preserve Lift Station Improvements Project is are consistent with the **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 accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Tharsos Inc., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A.** CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR Preserve Lift Station Improvements, Project No. EN23066, 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 \$ Seven hundred eighty-one thousand
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 five hundred forty-five (545) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G.** Time is of the essence on this Contract.
- H.** CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I.** In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J.** That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

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

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

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

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

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

CONTRACTOR

By _____
General Manager
Shivaji Deshmukh

By _____

Title

* *A Municipal Water District*

**CONSENT
ITEM
1D**



Date: January 18, 2023

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: BSS and RSS Manhole Upgrades FY22/23 Construction Contract Award

Executive Summary:

Inland Empire Utilities Agency (IEUA) is responsible for operating and maintaining the Brine Sewer System (BSS) and Regional Sewer System (RSS) throughout the cities of Fontana, Rancho Cucamonga, Ontario, and Chino as well as the unincorporated areas of San Bernardino County. IEUA's collection crews are routinely tasked with maintaining the existing systems, and in doing so, they are required to access numerous manholes that have been in service for many years. Many of the existing manholes are showing signs of deterioration and sulfide damage. To address the deterioration, IEUA implemented a manhole upgrade program that has spanned several fiscal years and is anticipated to continue until all IEUA manholes have been inspected and upgraded, if required.

This project will install 68 pre-purchased manhole frames and covers at various locations within the cities of Chino, Ontario, Rancho Cucamonga, Fontana, and unincorporated San Bernardino County. Four manhole shafts will be relined. All project design was completed in-house. On December 1, 2022, IEUA received three construction bids from pre-qualified contractors on the under \$2 million list. Norstar Plumbing and Engineering was deemed the lowest responsible and responsive bidder with a bid price of \$413,000. The engineer's estimate was \$359,000.

Staff's Recommendation:

1. Award a construction contract for the BSS Manhole Upgrades FY22/23 and RSS Manhole Upgrades FY22/23, Project No's. EN23014 and EN23015, to Norstar Plumbing and Engineering in the amount of \$413,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

EN23014/BSS Manhole Upgrades FY22/23

EN23015/RSS Manhole Upgrades FY22/23

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

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

Business Goal:

The BSS Manhole Upgrades and RSS Manhole Upgrades Projects are 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 accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

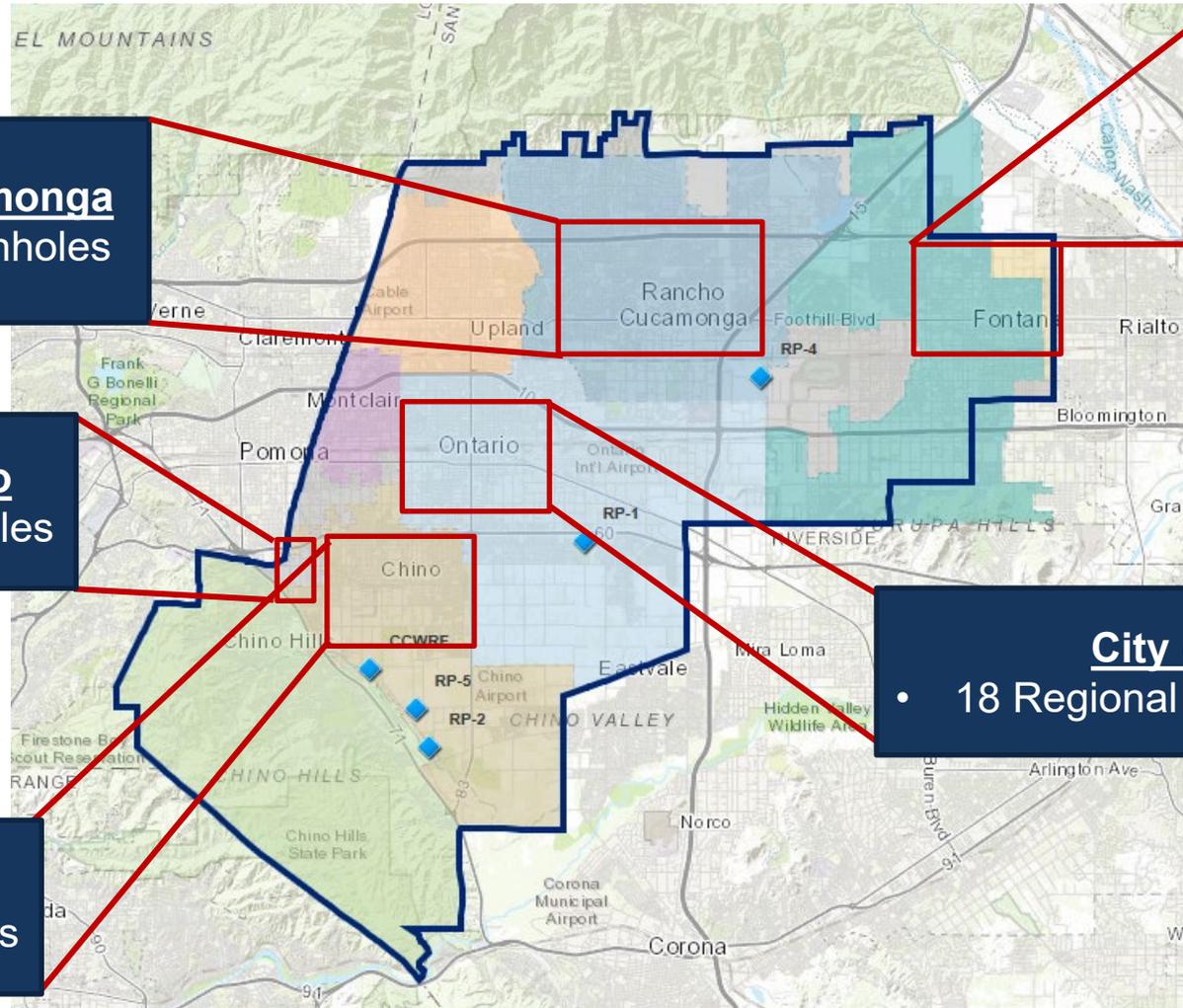
Attachment 2 - Construction Contract

Attachment 1

Regional and Brine Sewer System Manhole Upgrades FY22/23 Construction Contract Award Project Nos. EN23014 & EN23015

Megan Trott, P.E.
Associate Engineer
January 2023

Project Locations



City of Rancho Cucamonga
• 20 Brine System Manholes

City of Fontana
• 1 Brine System Manholes

County of San Bernardino
• 16 Regional Sewer Manholes

City of Ontario
• 18 Regional Sewer Manholes

City of Chino
• 13 Regional Sewer Manholes

Project Background/Scope

Background

- 68 deteriorated cast iron manhole frames and covers
- IEUA pre-purchased new composite manhole frames and covers.

EN23014: BSS Manhole Upgrades

- 21 manholes require frame and cover replacement

EN23015: RSS Manhole Upgrades

- 47 manholes require frame and cover replacement
- 4 manholes requires relining



Contractor Selection

On December 1, 2022, 3 bids were received:

Bidder's Name	EN23014	EN23015	Total
Norstar Plumbing and Engineering	\$109,200	\$303,800	\$413,000
Ferreira Construction	\$90,745	\$327,255	\$418,000
Genesis Construction	\$164,000	\$387,000	\$551,000
Engineer's Estimate	\$99,000	\$260,000	\$ 359,000

Project Budget and Schedule

Description	EN23014 Estimated Cost	EN23015 Estimated Cost
Design Services	\$11,260	\$16,113
IEUA Design Services (Actuals)	\$11,260	\$16,113
Construction Services	\$21,840	\$60,760
IEUA Construction Services (20%)	\$21,840	\$60,760
Construction	\$125,580	\$349,370
Construction (This Action)	\$109,200	\$303,800
Contingency (15%)	\$16,380	\$45,570
Total Project Cost	\$158,680	\$426,243
Total Project Budget	\$200,000	\$500,000

Project Milestone	Date
Construction	
Construction Contract Award	January 2023
Construction Completion	May 2023

Staff's Recommendation

- Award a construction contract for the BSS Manhole Upgrades FY22/23 and RSS Manhole Upgrades FY22/23, Project Nos. EN23014 and EN23015, to Norstar Plumbing and Engineering in the amount of \$413,000; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The BSS and RSS Manhole Upgrades Projects are consistent with the **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management and Water Quality objectives. IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Norstar Plumbing and Engineering, Inc., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A.** CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR BSS Manhole Upgrades FY22/23 & RSS Manhole Upgrades FY22/23, Project Nos. EN23014/23015, 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 for EN23014:

\$ One hundred and nine thousand two hundred Dollars.

and Zero Cents.

Total Bid Price for EN23015:

\$ Three hundred three thousand eight hundred Dollars.

and Zero Cents.

- D.** IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E.** The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions and Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F.** The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA one hundred and twenty (120) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G.** Time is of the essence on this Contract.
- H.** CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I.** In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J.** That the CONTRACTOR shall carry Workers' Compensation Insurance and

require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

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

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

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

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

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

CONTRACTOR

By _____
General Manager
Shivaji Deshmukh

By _____

Title

* *A Municipal Water District*

ACTION
ITEM
2A



Date: January 18, 2023

ASD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Means Consulting Contract Amendment

Executive Summary:

The California Water Commission (CWC) approved a maximum conditional grant funding of \$215M under Proposition 1 - Water Storage Investment Program (WSIP) for the Chino Basin Program (CBP). Means Consulting, LLC was contracted in 2019 to provide CBP support services with strategic engagement with Metropolitan Water District of Southern California (MWD) which resulted in the approval of the IEUA-MWD Term Sheet for the WSIP Environmental Water Exchange in May 2022. Means Consulting also facilitated discussions with local agencies over the course of the program development.

The proposed contract amendment will continue to allow Means Consulting to develop the IEUA-MWD Agreement for the CBP performance and exchange. In addition, they will develop and negotiate detailed term sheets and agreements with the local performing agencies consistent with the IEUA-MWD agreement. Their rapport, credibility, and in-depth understanding of the CBP Partners' objectives makes Means Consulting uniquely qualified to assist staff in moving the project forward to meet program milestones. The proposed contract amendment for Means Consulting is for a not-to-exceed amount of \$262,488 and will provide continued services through June 2024.

Staff's Recommendation:

1. Approve a contract amendment for professional consulting services to Means Consulting, LLC in the amount of \$262,488, increasing the contract from \$239,514 to a not-to-exceed amount of \$502,002; 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): Y Amount for Requested Approval: \$ 262,488*

Account/Project Name:

The contract amendment for a not-to-exceed amount of \$262,488 will be funded by Project No. PL19005 in the Water Resources (WW) fund.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On February 20, 2019, IEUA's Board of Directors awarded a professional services contract amendment to Means Consulting, LLC for a not-to-exceed amount of \$189,514.

Environmental Determination:

Not Applicable

Business Goal:

The CBP supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract Amendment

A photograph of a modern, light-colored building with large glass windows and doors. The foreground is a paved area with large, irregularly shaped rocks. The scene is set outdoors with trees and a clear sky. The image is partially obscured by a semi-transparent white box containing the title text.

Chino Basin Program Professional Consulting Services Contract Amendment

Elizabeth Hurst
Chino Basin Program Manager
January 18, 2023

Background

- In 2019, Means Consulting provided support services with strategic engagement with Metropolitan Water District of Southern California (MWD) and facilitated discussions with local agencies.
- In 2020, Means Consulting began developing the general terms for an agreement between IEUA and the partnering agencies to reliably meet the local production required to accommodate the environmental water exchange.
 - In May 2022, the IEUA – MWD Term Sheet was approved by the IEUA Board of Directors

Contract Amendment Scope of Work

- Weekly coordination meeting preparation and facilitation
- Outreach and strategy planning
- Negotiate and finalize term sheets to describe IEUA, CVWD, and FWC roles and responsibilities for CBP performance requirements
- Develop CBP operating agreements with MWD, CVWD, and FWC to meet the WSIP requirements during call years
- These services will be completed by June 2024

Project Budget

Description	Cost
Strategy/Engagement Contract	\$239,514
Means Consulting Expenditures	(\$231,228)
Remaining Contract Balance	\$8,286
Term Sheet/Agreement Development Support	
Ongoing meeting coordination and facilitation	\$154,538
Term Sheet/Agreement development	\$82,550
Project Management	\$25,400
Contract Amendment	\$262,488
Total Revised Cost for Consulting Services	\$502,002

Project Milestone	Date
Term Sheet/Agreement Development Completion	June 2024

CBP Planning Budget	Cost
Current Budget	\$15,000,000
Expenditures to date	(\$6,806,957)
Approved Early Funding Agreement	\$8,919,000
Early Funding Reimbursement to date	\$5,109,823
<i>Pending Early Funding Reimbursement</i>	<i>\$718,367</i>

Staff's Recommendation

1. Approve a contract amendment for professional consulting services to Means Consulting, LLC, Contract No. 4600002502, in the amount of \$262,488, increasing the contract from \$239,514 to a not-to-exceed amount of \$502,002; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

The contract amendment is consistent with IEUA's business goal of Water Reliability by implementing an integrated water resources management plan that provides the region with reliable and cost-effective water supply and promotes sustainable water use.



**CONTRACT AMENDMENT NUMBER: 460002502-006
FOR
PROPOSITION 1 CONSULTING SUPPORT SERVICES**

THIS CONTRACT AMENDMENT SIX is made and entered into this _____ day of _____, 2023, 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 Means Consulting, LLC with offices located in Newport Beach, California (hereinafter referred to as "Consultant"), to provide professional consulting environmental engineering services, and shall revise the Contract as herein amended:

SECTION SIX, COMPENSATION, ADDS THE FOLLOWING PARAGRAPH: As compensation for the additional work to be performed under this Contract Amendment Number 6 and in accordance with Consultant's proposed Scope of Work, attached hereto, referenced herein, and made a part hereof as **Consultant Contract Attachment 3, Agency shall pay Consultant an additional \$262,488.00**, resulting in an adjusted NOT-TO-EXCEED maximum of \$ 502,002.00

Balance of Contract remains unchanged. .

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

MEANS CONSULTING, LLC:

Shivaji Deshmukh (Date)
General Manager

DocuSigned by:
Edward G. Means III 12/14/2022

Edward G. Means III (Date)
President

Consultant Contract Attachment 3

Proposed Means Consulting LLC Scope of Work for Continued CBP Support Services

This Scope of Work is for an 18-month duration beginning January 2023 and concluding at the end of the 23-24 fiscal year.

Task 1.0 – CBP Project Meeting Support

The CBP has an established series of weekly project meetings that Means Consulting LLC is prepared to continue to support through development of agendas, facilitation where appropriate, and meeting follow-up. These meetings include a WSIP team meeting that brings together appropriate IEUA staff, IEUA consultants, and Metropolitan Water District of Southern California staff to coordinate project activities and weekly “check-in” meeting with IEUA staff.

Task 1.1 - WSIP Team weekly meeting prep, facilitation, and follow-up

Means Consulting LLC will take primary responsibility for the organization and conduct of these weekly sessions including helping establish agendas, facilitate discussion during the session, and capture/distribute meeting action items at the conclusion of each session. The budget assumes weekly 3-hr meetings (including preparation and follow-up) comprising 26 meetings in the last half of FY 22-23 and 52 meetings in FY 23-24.

Task 1.2 - WSIP Team check-in call prep, facilitation, and follow-up

As a prelude to the weekly WSIP Team meeting, there is a “check-in” call conducted between Means Consulting LLC and key IEUA staff to frame agenda items for the full call, strategize where appropriate, and flag any areas requiring follow-on meetings or focused sessions to explore. Means Consulting LLC will take primary responsibility for the organization and conduct of these weekly sessions including helping establish agendas and capture/distribute meeting action items at the conclusion of each session. The budget assumes 1.25-hour meetings (including preparation and follow-up) comprising 26 meetings in the last half of FY 22-23 and 52 meetings in FY 23-24.

Task 1.3 - CBP general support, meeting planning, and attendance

During the course of the CBP to date, the need for special meetings has arisen on numerous occasions. These meetings have included focused meetings on outreach, technical matters, project coordination, project strategy, etc. It is anticipated that the need for such periodic meetings will continue. This task item provides the resources to allow Means Consulting LLC to participate in these sessions. Nine such sessions are presumed. The budget assumes 16-hour meetings (including detailed preparation and follow-up) comprising 3 meetings in the last half of FY 22-23 and 6 such meetings in FY 23-24.

Task 2.0 – Draft Agreement Development Support

In order to implement the CBP, numerous agreements will be required stipulating the institutional, governance, engineering, operations, and financial commitments of the parties to the CBP. Means Consulting LLC will have primary responsibility for the completion of technical components of four of the key draft agreements as described in the sub-tasks below. Mr. Means will work collaboratively with IEUA staff and others as appropriate to ensure the project information and intent is accurately reflected in the draft agreements. Means Consulting anticipates that legal staff from the parties will have responsibility for the legal aspects of the agreement. Means Consulting LLC will be available to provide governing body approval support as required.

Task 2.1 - CVWD and FWC draft Term Sheet completion

This task will focus on the completion of draft “Term Sheets”. The Term Sheets are intended to capture the intent of the parties and key points of agreement as a basis for developing detailed and binding agreements. Means Consulting LLC will help organize and prepare for joint meetings with CVWD and FWC. Mr. Means will prepare for the negotiation sessions, provide facilitation services for the session, and provide required follow-up from each session. It is unclear the specific number of meetings that will be required but the budget assumes 12 hours to prepare, facilitate, and follow-up for four joint meetings.

Task 2.2 – Draft CVWD Agreement negotiation sessions prep, facilitation, and follow-up

Means Consulting LLC will help organize and prepare for CVWD detailed agreement meetings. Mr. Means will prepare for the negotiation sessions, provide facilitation services for the session, and provide required follow-up from each session. It is unclear the specific number of meetings that will be required but the budget assumes 12 hours to prepare, facilitate, and follow-up for two meetings in FY 22-23 and three meeting in FY23-24.

Task 2.3 - FWC Agreement negotiation sessions prep, facilitation, and follow-up

Means Consulting LLC will help organize and prepare for FWC detailed agreement meetings. Mr. Means will prepare for the negotiation sessions, provide facilitation services for the session, and provide required follow-up from each session. It is unclear the specific number of meetings that will be required but the budget assumes 10 hours to prepare, facilitate, and follow-up for two meetings in FY 22-23 and three meeting in FY23-24 (it is thought that working through the CVWD detailed agreement first should expedite completion of the FWC agreement).

Task 2.4 - Metropolitan Operating Agreement negotiation sessions prep, facilitation, and follow-up

Means Consulting LLC will help organize and prepare for Metropolitan/IEUA detailed operating agreement meetings. Mr. Means will prepare for the negotiation sessions, provide facilitation services for the session, and provide required follow-up from each session. It is unclear the specific number of meetings that will be required but the budget assumes 16 hours to prepare, facilitate, and follow-up for four meetings in FY 22-23 and two meetings in FY23-24.

Task 3.0 - Project Management

Task 1 – Project Management and Meetings

With any project, effective communication and project management are essential to project success and client satisfaction. Mr. Means is an experienced project manager having managed many dozens of projects over his 42-year career. Mr. Means has a proven track record of consistently delivering projects on time and on budget and is familiar with the expectations and administrative requirements of the Agency.

Throughout the duration of the project, Means Consulting LLC will conduct periodic project meetings or conference calls with Agency staff. He will work with IEUA staff to define the specific topics for each meeting. In general, the meetings will be used to coordinate and guide upcoming activities, to outline activities completed to date and to identify any items that may need to be resolved.

Means Consulting LLC will provide monthly invoices including a description of project activities and provide the needed backup information IEUA may require. Means Consulting LLC is familiar with the IEUA's accounting and invoicing requirements.

Means Consulting LLC will be responsible for quality review of all deliverables including technical accuracy, consistency, style, grammar and spelling. He will work with IEUA staff to establish the format and style of the deliverables.

Proposed Budget and Schedule

Continued Means Consulting LLC support services for the CBP as outlined in this Scope of work is budgeted at \$262,488 including \$2,000 of estimated direct costs (see Table 1 below). The services are proposed to begin on January 1, 2023, and conclude on July 1, 2024.

Table 1: Proposed Budget

Task #	Task	Assumptions	Number of Meetings/Sessions		Total Hours	Total Cost (Ed Means @ \$325/hr)
		Prep & Meeting Hrs/Meeting	Remaining FY 2022-23	FY 2023-24		
1.0	CBP Project Meeting Support				475.5	\$ 154,538
1.1	WSIP Team weekly meeting prep, facilitation, and followup	3	26	52	234	\$ 76,050
1.2	WSIP Team check-in call prep, facilitation, and followup	1.25	26	52	97.5	\$ 31,688
1.3	CBP general support, meeting planning, and attendance (assume 9)	16	3	6	144	\$ 46,800
2.0	Agreement Development Support				254	\$ 82,550
2.1	CVWD and FWC Term Sheet negotiation sessions prep, facilitation, and follow-up	12	4		48	\$ 15,600
2.2	CVWD Agreement negotiation sessions prep, facilitation, and follow-up	12	2	3	60	\$ 19,500
2.3	FWC Agreement negotiation sessions prep, facilitation, and follow-up	10	2	3	50	\$ 16,250
2.4	MWD Operating Agreement negotiation sessions prep, facilitation, and follow-up	16	4	2	96	\$ 31,200
3.0	Project Management	4 hrs/mo	24	48	72	\$ 23,400
Labor Sub-Total					801.5	\$ 260,488
Direct Costs Sub-Total*						\$ 2,000
Grand Total						\$ 262,488

*Lodging for approved workshop attendance, meals, mileage (\$0.625/mi reimbursement), transportation

ACTION
ITEM
2B

Date: January 18, 2023

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources



01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Centrifuge Service Contract Amendment

Executive Summary:

The Maintenance Unit is responsible for the maintenance, repairs, and reliability of four centrifuges located at Regional Water Recycling Plant No. 1. These centrifuges are highly complex industrial units that require periodic preventive, predictive, and corrective maintenance services. During the solids treatment process, the centrifuges are required daily to dewater the sludge producing reliable, compliant, and cost-effective Class B biosolids. Due to the criticality of these centrifuges, the Maintenance Unit is requesting a longer-term contract.

On February 3, 2021, a Request for Proposal (RFP) RFP-GD-20-005 was posted publicly on PlanetBids for Centrifuge Services and received five RFP bid responses. All bid responses were evaluated, and based on the evaluation, Sentrimax was awarded the contract on April 15, 2021, with a not-to-exceed amount of \$90,000. The current contract amount will not be adequate to complete necessary repairs discovered during the course of inspections.

Staff recommends amending the current contract for three, one-year extensions beyond May 1, 2024, and the contract value to be increased by \$510,000, increasing the contract value to a not-to-exceed amount of \$600,000.

Staff's Recommendation:

1. Approve a contract amendment for centrifuge services with Sentrimax Centrifuge Inc. for three, one-year extensions in the amount of \$510,000, increasing the contract from \$90,000 to a not-to-exceed amount of \$600,000; and
2. Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

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

Account/Project Name:

Maintenance Unit - Professional Fees and Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Statutory Exemption

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

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Service Contract No. 4600003028

Attachment 2 - Service Contract Amendment No. 4600003028-001



Centrifuge Service Contract Amendment

Joshua Oelrich
Deputy Manager of Maintenance
January 18, 2023

Background

- Agency owns, operates, and maintains four industrial biosolids dewatering centrifuges at Regional Water Recycling Plant No. 1:
 - Dewater sludge from the treatment process
 - Produce reliable, compliant, cost-effective Class B biosolids
- Periodically, centrifuges require:
 - Inspections
 - Preventive maintenance
 - Troubleshooting
 - Corrective maintenance



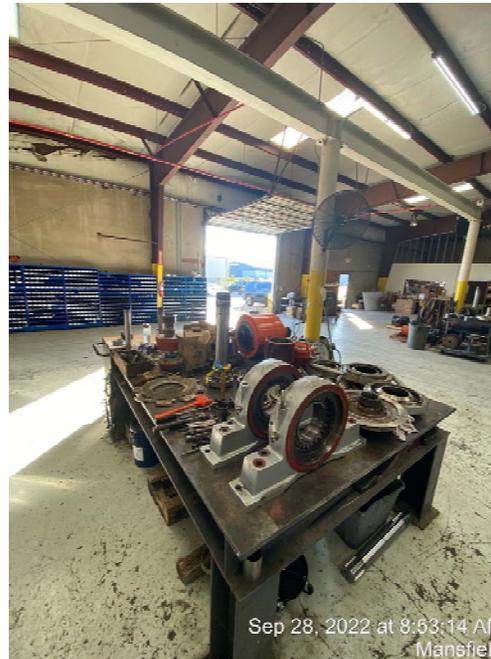
Background

- Sentrimax Centrifuges Inc. Service contract was awarded on April 15, 2021
 - Contract services include:
 - Routine maintenance and major service and repairs per Original Equipment Manufacturer (OEM) recommendations
 - Emergency repairs and diagnostic services.
 - Equipment removal, installation, and startup support
 - Nondestructive equipment inspection and root cause failure analysis reporting
 - Documentation of services and repairs rendered
- Contract set to expire on May 1, 2024
 - The current contract amount will not be adequate to complete necessary repairs discovered during the course of inspections.



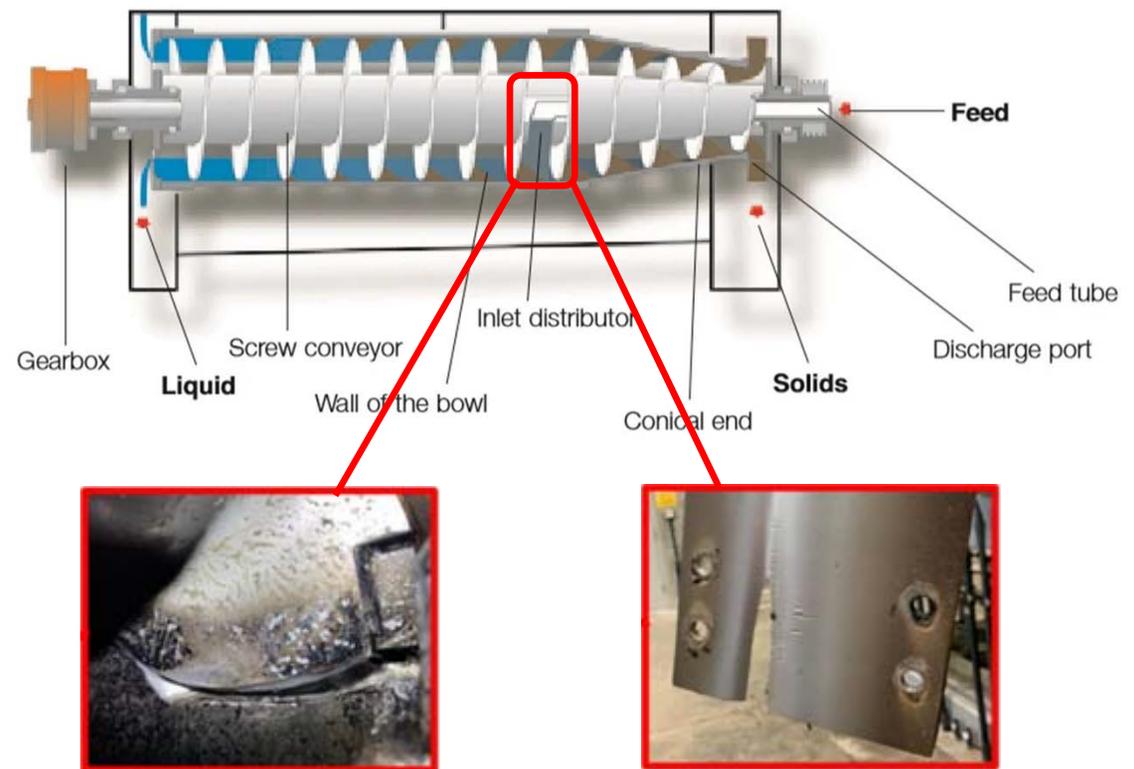
Projects

- Nondestructive borescope inspections performed
- Major overhauls on Centrifuges 1 and 4
- Equipment removal, installation, and commissioning support



Services

- Approximately \$70,000 per overhaul at 10,000 hours of runtime for each unit
- \$8,500 borescope inspections; every 8,000 hours
- \$10,000 Preventive Maintenance services every 4,000 hours
- Emergency Maintenance Support
- Troubleshooting, diagnostic, and inspections



Contract Summary

- Staff is requesting an amendment to contract due to:
 - Successful maintenance and repair of two centrifuges
 - Excellent field support when requested
 - Contract awarded after a competitively let bidding process
 - Experienced and approved by OEM to perform repairs
 - Shop visit organized for IEUA staff to inspect quality
- Contract amendment includes:
 - Extending the term of the contract 3 years
 - Increasing the not-to-exceed value by \$510,000
 - Added scope of work for maintenance needs

Staff's Recommendation

- Approve a contract amendment for centrifuge services, Contract No. 4600003028 with Sentrimax Centrifuge Inc. for three, one-year extensions in the amount of \$510,000, increasing the contract from \$90,000 to a not-to-exceed amount of \$600,000; and
- Authorize the General Manager to execute the contract amendment, subject to non-substantive changes.

The Agency's Centrifuge Service Contract is consistent with the IEUA's **Business Goal and Wastewater Management**, specifically the Asset Management objectives, that IEUA will ensure that Agency's systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.



**MASTER SERVICES CONTRACT NUMBER: 4600003028
FOR PROVISION OF
CENTRIFUGE SERVICE**

THIS CONTRACT (the "Contract"), is made and entered into this 15th day of April, 2021, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Sentrimax Centrifuges Inc. of Mansfield, TX (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract. RECITALS

Whereas Agency anticipates future needs to retain the services of Contractor to provide architectural services on an "as-needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

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

Project Manager: Albert VanBreukelen
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: (909) 993-1600
Email: avanbreukelen@ieua.org

Contractor Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Robert J Anderson
Address: 108 Sentry Dr.
Mansfield, TX 76063
Telephone: (949) 606-2147
Email: Robert.A@Sentrimax.com

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Contract No. 4600003028
 - D. Contract Number 4600003028, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Rate Schedule dated February 18, 2021
 - F. Exhibit B - Agency's Request for Proposals Number RFP-GD-20-005

2. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. Ordering Provisions and Understandings:
 1. Negotiation of Task Orders: Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. Task Order Price: The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
 4. Task Order Assignment Method: As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Contractor may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on May 1, 2024, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract.
 4. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. **COMPENSATION AND CHANGES:** Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor invoices up to a NOT-TO-EXCEED total authorized amount of **\$90,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Contractor in accordance with Contractor's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Contractor's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003028" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

- To: APGroup@ieua.org
1. Scan the invoice as a PDF file
 2. Attach the scanned file to an email
 3. A/P staff will acknowledge receipt of the invoice.

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

8. FITNESS FOR DUTY:
 - A. Fitness: Contractor's personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
 - A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

Indemnification, Design Professional: Contractor's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Contractor) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Contractor).

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven

(7) calendar days after Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Contractor shall comply, pursuant to Agency Construction Manager instructions. If Contractor is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Contractor's written protests to the General Manager, together with a copy of Agency Construction Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in

Step (a) is unable to serve, Agency shall submit to Contractor a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Robert J Anderson
Business Development Manager
Sentrimax Centrifuges Inc.
108 Sentry Dr.
Mansfield, TX 76063

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

Contractor. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Contractor.

[Signature Page to Follow]

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

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

SENTRIMAX CENTRIFUGES INC.:

DocuSigned by:
Warren T. Green 4/14/2021
983175602730438...
Warren T. Green Date
Manager of Contracts,
Procurement and Risk Services

 4/14/2021
Robert J Anderson Date
Business Development Manager

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**CONTRACT AMENDMENT NUMBER: 4600003028-001
FOR PROVISION OF
CENTRIFUGE SERVICE**

AMENDMENT NUMBER ONE is made and entered by and between the Inland Empire Utilities Agency (IEUA), 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 as "Agency" or "IEUA"), and Sentrimax Centrifuges, Inc., of Mansfield, TX (hereinafter referred to as "Contractor"), and shall revise the Contract as amended:

SECTION 2, SCOPE OF WORK AND SERVICES: IS HEREBY AMENDED TO ADD THE FOLLOWING AT THE END OF THE EXISTING SECTION:

8. Maintenance Program and Miscellaneous Services: General equipment wellness checks. Should respondent discover any abnormalities requiring parts and/or additional labor, a written estimate of cost is to be provided prior to service. Work schedule shall be established within one (1) month of contract execution
 - a. Maintenance Program and Misc. Services per Scope of Work
 - i. Number of staff needed to perform this service
 - ii. Hourly rate(s)
 - iii. Additional costs (travel, etc. if any)
 - iv. Assumptions and prerequisites (if any)
 - b. Emergency Repair and Diagnostic Services per Scope of Work
 - i. Response time
 - ii. Hourly rate(s)
 - iii. Additional costs (travel, etc. if any)
 - iv. Assumptions and prerequisites (if any)

SECTION 3, TERM, IS REVISED TO READ AS FOLLOWS:

An additional term of this Contract shall commence on May 2, 2024, and shall continue in effect through May 1, 2025, unless terminated as specified in section 21, (Termination for Convenience), or in the event the maximum amount of this Contract is exceeded as set forth in section 5. (Compensation and Changes). The Agency hereby reserves the right to exercise three (3) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.

SECTION 5. COMPENSATION AND CHANGES, IS REVISED TO READ AS FOLLOWS:

An additional **\$510,000.00** will be added to the total not-to-exceed compensation payable to the Contractor, such that the Contractor's total compensation for services rendered under this Agreement, as amended, shall not exceed the aggregate sum of **\$600,000.00** for all services satisfactorily provided during the term of this Contract.

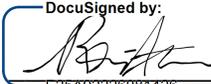
ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED

WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

INLAND EMPIRE UTILITIES AGENCY:
**A MUNICIPAL WATER DISTRICT*

SENTRIMAX CENTRIFUGES INC.:

Shivaji Deshmukh P.E. (Date)
General Manager

DocuSigned by:


E25A92226081426... 12/9/2022
Robert J. Anderson (Date)
Business Development Manager

ACTION
ITEM
2C

Date: January 18, 2023

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Groundwater Recharge Master Service Contract Awards

Executive Summary:

In August 2022, a Request for Qualifications (RFQ-GD-22-011) was posted to PlanetBids soliciting responses for Groundwater Recharge Master Services contracts. Three proposals were received, and three master service contracts are being requested for a range of Contractor-provided services that are needed to support the physical assets within the 17 groundwater recharge sites and 33 individual groundwater recharge basins within the IEUA service area. Contractors will provide support services at the Agency's groundwater recharge facilities, on an as-needed basis, that may encompass a wide range of capabilities, such as: trenching, dozer ripping and blading services, earth/soil/silt material windrowing, loading, hauling and disposal, basin floor grading/contouring, concrete services, dewatering/water pumping, abatement/screening, riprap placement/rehabilitation, along with trash management, and other as needed services. Awarding a two-year contract to each of the respondents will help eliminate delays in performing critical and urgent repairs while streamlining the process of initiating planned maintenance activities and basin infiltration restoration projects.

Staff's Recommendation:

1. Approve contract awards for the Groundwater Recharge Master Service Contracts to Jeremy Harris Construction, Inc. (Contract No. 4600003196), Hal Hays Construction, Inc. (Contract No. 4600003198), and Mike Bubalo Construction Co., Inc. (Contract No. 4600003197), for Groundwater Recharge Master Services for a not-to-exceed amount of \$1,000,000; and
2. Authorize the General Manager to execute the master service contracts, subject to non-substantive changes.

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

Account/Project Name:

Funds are available from GWR Program fund for FY 2022/23 under Professional Fees & Services, 10300-116101-410000-521010. The costs will be received by individual basin location cost centers.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. This contract is for work which will be required on various previously-budgeted projects. As such, no separate funding is needed for this contract.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. Future projects implemented under the Master Service Contracts will be subject to environmental evaluation.

Business Goal:

The award of these Master Service Contracts is consistent with IEUA's Business Goal of Water Reliability to provide a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Master Service Contracts for Jeremy Harris Construction, Inc., Hal Hays Construction, Inc., and Mike Bubalo Construction Co., Inc.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



Groundwater Recharge Master Service Contract Awards

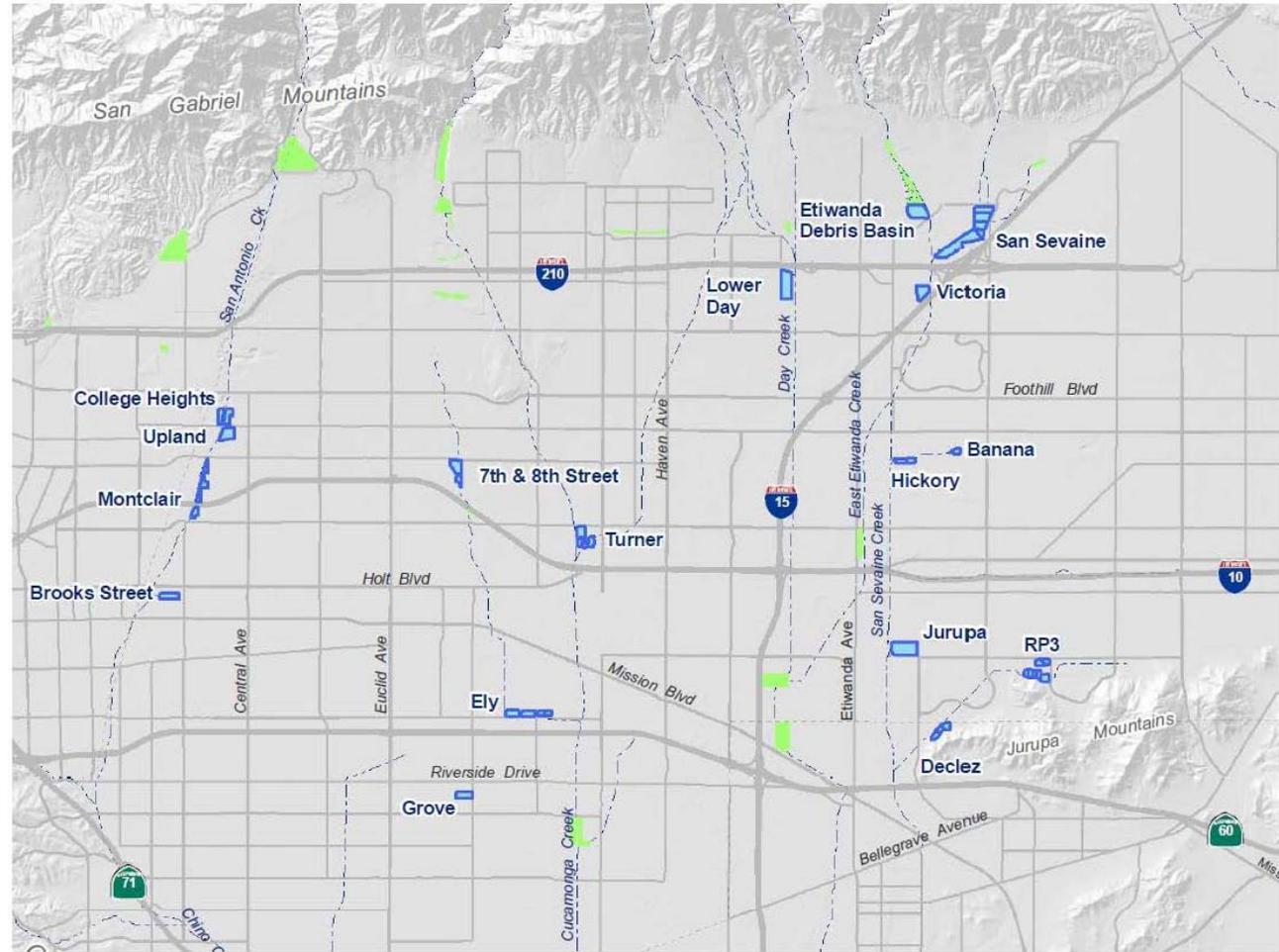
Brent Ritzinger

RW/GWR O&M Specialist

January 2023

Background

- IEUA's GWR program operates at 17 sites composed of 33 individual basins
- Maintenance needs arise at each of these sites to protect and preserve Agency assets while ensuring our program's ability to reliably recharge storm, recycled and imported waters



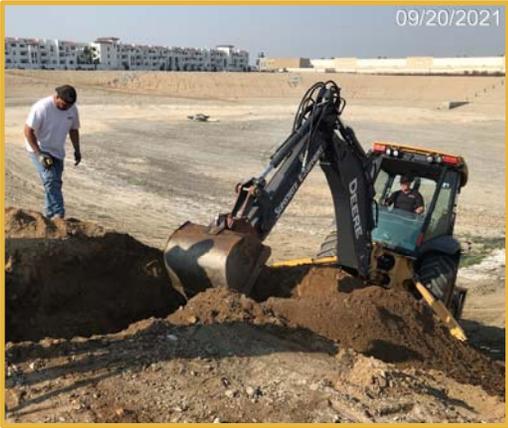
Maintenance Needs



Erosion/Washout Repair



Down drain Installation



Trenching



Channel Cleaning



Concrete Work

Contract Award Overview

A Request for Qualifications was posted on PlanetBids on August 23rd, 2022. Three responses were received on September 19th, 2022.

Bidder	Bid
Hal Hays Construction, Inc.	\$35,000.00
Jeremy Harris Construction, Inc.	\$45,400.00
Mike Bubalo Construction Co., Inc.	\$255,000.00

Awarding contracts to all respondents will ensure competitive proposals for future projects initiated under the Master Service Contract.

Staff's Recommendation

- Approve contract awards for the Groundwater Recharge Master Service Contracts to Jeremy Harris Construction, Inc. (Contract No. 4600003196), Hal Hays Construction, Inc. (Contract No. 4600003198), and Mike Bubalo Construction Co., Inc. (Contract No. 4600003197), for Groundwater Recharge Master Services for a not-to-exceed amount of \$1,000,000; and
- Authorize the General Manager to execute the Master Service Contracts, subject to non-substantive changes.

The Groundwater Recharge Master Service Contract Award is consistent with ***IEUA's Business Goal of Water Reliability*** to provide a reliable and cost-effective water supply and promoting sustainable water use throughout the region.



**MASTER SERVICES CONTRACT NUMBER: 4600003196
FOR PROVISION OF
GROUNDWATER RECHARGE MASTER SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2023, 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 as "Agency" or "IEUA"), and Jeremy Harris Construction, Inc. of Riverside, CA (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Contractor to provide Groundwater Recharge Master Services on an "as-needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

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

Project Manager: Brent Ritzinger
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: 909-573-4069
Email: britzinger@ieua.org

Contractor Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Jeremy Harris
Address: 3921 Alamo Street
Riverside, CA 92501
Telephone: 951-215-0771
Email: info@jhcinc.net

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600003196
 - D. Master Services Contract Number 4600003196, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Standard Hourly Rate Schedule dated September 19, 2022
 - F. Exhibit B - Agency's Request for Qualifications Number RFQ-GD-22-011

2. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. **Ordering Provisions and Understandings:**
 1. **Negotiation of Task Orders:** Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. **Task Order Price:** The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. **Task Order Format:** Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
 4. **Task Order Assignment Method:** As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Contractor may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. METHOD OF INSPECTION: Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections. The Project Manager will be responsible for performance of the inspections. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

A. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within **three (03)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within **seven (07)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

B. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

4. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on December 31, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.
5. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

6. **COMPENSATION AND CHANGES:** For the term of this Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Consultant's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Qualifications and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the entirety of this Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Contractor in accordance with Contractor's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Contractor's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003196" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor's personnel on the Jobsite:

1. Shall report for work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).
- E. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. Grant-Funded Projects: Contractor shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Contractor and IEUA staff shall inquire for each Task Order issued if work is grant-funded.

- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- Indemnification, Design Professional: Contractor's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Contractor) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Contractor).
- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven

(7) calendar days after Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Contractor shall comply, pursuant to Agency Construction Manager instructions. If Contractor is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Contractor's written protests to the General Manager, together with a copy of Agency Construction Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in

Step (a) is unable to serve, Agency shall submit to Contractor a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Jeremy Harris
President
Jeremy Harris Construction, Inc
3921 Alamo Street
Riverside, CA 92501

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

17. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. **RIGHT TO AUDIT**: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. **INTEGRATION**: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. **GOVERNING LAW**: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE**: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. **CHANGES**: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

Contractor. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Contractor.

[Signature Page to Follow]

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

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

JEREMY HARRIS CONSTRUCTION, INC.:

Shivaji Deshmukh P.E.
General Manager

Date

DocuSigned by:
Jeremy Harris
EB8152CF498B4A8...

Jeremy Harris
President

11/29/2022

Date

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**MASTER SERVICES CONTRACT NUMBER: 4600003198
FOR PROVISION OF
GROUNDWATER RECHARGE MASTER SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2023, 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 as "Agency" or "IEUA"), and Hal Hays Construction, Inc. of Riverside, CA (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Contractor to provide Groundwater Recharge Master Services on an "as-needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

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

Project Manager: Brent Ritzinger
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: 909-573-4069
Email: britzinger@ieua.org

Contractor Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Kirby Hays
Address: 4181 Latham Street
Riverside, CA 92501
Telephone: 951-788-0703
Email: khays@halhays.com

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600003198
 - D. Master Services Contract Number 4600003198, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Standard Hourly Rate Schedule dated September 19, 2022
 - F. Exhibit B - Agency's Request for Qualifications Number RFQ-GD-22-011

2. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. **Ordering Provisions and Understandings:**
 1. **Negotiation of Task Orders:** Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. **Task Order Price:** The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. **Task Order Format:** Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
 4. **Task Order Assignment Method:** As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Contractor may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. METHOD OF INSPECTION: Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections. The Project Manager will be responsible for performance of the inspections. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

A. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within **three (03)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within **seven (07)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

B. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

4. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on December 31, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.
5. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

6. **COMPENSATION AND CHANGES:** For the term of this Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Consultant's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Qualifications and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the entirety of this Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Contractor in accordance with Contractor's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Contractor's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003198" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor's personnel on the Jobsite:

1. Shall report for work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).
- E. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. Grant-Funded Projects: Contractor shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Contractor and IEUA staff shall inquire for each Task Order issued if work is grant-funded.

- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- Indemnification, Design Professional: Contractor's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Contractor) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Contractor).
- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven

(7) calendar days after Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Contractor shall comply, pursuant to Agency Construction Manager instructions. If Contractor is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Contractor's written protests to the General Manager, together with a copy of Agency Construction Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in

Step (a) is unable to serve, Agency shall submit to Contractor a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Kirby Hays
CEO
Hal Hays Construction, Inc
4181 Latham Street
Riverside, CA 92501

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

17. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. **RIGHT TO AUDIT**: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. **INTEGRATION**: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. **GOVERNING LAW**: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE**: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. **CHANGES**: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to

Contractor. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Contractor.

[Signature Page to Follow]

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

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

HAL HAYS CONSTRUCTION, INC.:

Shivaji Deshmukh P.E.
General Manager

Date

DocuSigned by:
Kirby Hays

Kirby Hays
CEO

11/29/2022

Date

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**MASTER SERVICES CONTRACT NUMBER: 4600003197
FOR PROVISION OF
GROUNDWATER RECHARGE MASTER SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2023, 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 as "Agency" or "IEUA"), and Mike Bubalo Construction Co., Inc. of Baldwin Park, CA (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Contractor to provide Groundwater Recharge Master Services on an "as-needed" Task Order assignment basis;

Whereas Contractor is willing to undertake performance of such Task Order assignments for which the terms and conditions set forth herein shall apply;

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

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

Project Manager: Brent Ritzinger
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: 909-573-4069
Email: britzinger@ieua.org

Contractor Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor: Dave Sorem
Address: 5102 Gayhurst Avenue
Baldwin Park, CA 91706
Telephone: 626-960-7897
Email: info@bubalo.com

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - A. Amendments to Task Order releases under this Master Services Contract.
 - B. Task Order releases under this Master Services Contract.
 - C. Amendments to this Master Services Contract No. 4600003197
 - D. Master Services Contract Number 4600003197, General Terms and Conditions.
 - E. Exhibit A - Contractor's Proposal and Standard Hourly Rate Schedule dated September 19, 2022
 - F. Exhibit B - Agency's Request for Qualifications Number RFQ-GD-22-011

2. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with the Agency's scope of work and services which is attached hereto as Exhibit B and Contractor's proposal attached as Exhibit A. Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.
 - A. **Ordering Provisions and Understandings:**
 1. **Negotiation of Task Orders:** Agency and Contractor each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
 2. **Task Order Price:** The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
 3. **Task Order Format:** Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in Exhibit C attached hereto – Sample Task Order.
 4. **Task Order Assignment Method:** As the need for work arises, specific Statements of Work will be forwarded to the Contractor in possession of the Master Services Contract. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal

date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Contractor may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.

5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Contractor to proceed on time and material at a not-to-exceed cost. Upon completion of work, Contractor will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Contractor shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
 6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extend as if it were being completed within the Contract's term.
 7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. METHOD OF INSPECTION: Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections. The Project Manager will be responsible for performance of the inspections. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

A. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within **three (03)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within **seven (07)** calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

B. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.

4. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on December 31, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Contractor, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.
5. SCHEDULE: Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

6. **COMPENSATION AND CHANGES:** For the term of this Contract, all labor and expense rates used to develop each Task Order's price shall be consistent with those specified within Consultant's Proposal Schedule of Fees and Rates submitted in response to herein-referenced Request for Qualifications and attached as **Exhibit B**. Subject Schedule of Fees and Rates shall constitute the firm-fixed fees and rates established for time-and-material Task Order proposals for the entirety of this Contract. Agency may, at any time, make changes to any Task Order Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated change to the established Task Order price and/or schedule.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Contractor in accordance with Contractor's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Contractor's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600003197" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor's personnel on the Jobsite:

1. Shall report for work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees at all times; and shall protect and indemnify, as required herein, Agency, its officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or its employees.
- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).
- E. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. Grant-Funded Projects: Contractor shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Contractor and IEUA staff shall inquire for each Task Order issued if work is grant-funded.

- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Contractor: Contractor shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- Indemnification, Design Professional: Contractor's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Contractor) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Contractor).
- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

- K. Extra Work: If at any time during the Task Order assignment, Contractor receives a direction which Contractor feels is outside the Task Order's Scope of Work, Contractor shall immediately notify Agency's Project Manager and obtain written direction. The Contractor shall receive no extra compensation for extra work unless Agency receives timely notification of Contractor's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Contractor's agreed upon scope, Contractor must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Contractor shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Contractor's sole cost.
- L. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven

(7) calendar days after Contractor's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Construction Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Construction Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Contractor shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Contractor shall comply, pursuant to Agency Construction Manager instructions. If Contractor is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Contractor's written protests to the General Manager, together with a copy of Agency Construction Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Contractor to be appointed as Mediator. Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person shall be designated as Mediator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Mediator selected in

Step (a) is unable to serve, Agency shall submit to Contractor a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

4. Joinder in Mediation/Arbitration: Agency may join Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Contractor shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Contractor at no additional cost to Agency. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary

licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Dave Sorem
Secretary
Mike Bubalo Construction CO., Inc
5102 Gayhurst Avenue
Baldwin Park, CA 91706

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. Contractor shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Contractor.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Contractor. In the event of such termination, Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.

NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Contractor. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Contractor.

[Signature Page to Follow]

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

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

**MIKE BUBALO CONSTRUCTION CO.,
INC.**

Shivaji Deshmukh P.E.
General Manager

Date

DocuSigned by:

Dave Sorem

12/12/2022

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Dave Sorem
Secretary

Date

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ACTION
ITEM
2D

Date: January 18, 2023

SDD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: RP-4 Process Improvements Phase II Consultant Contract Award

Executive Summary:

The Regional Water Recycling Plant No. 4 (RP-4) continues to treat wastewater; however, several components of the treatment process require repair, modifications, and new installations. The purpose of the RP-4 Process Improvements Phase II is to correct previously identified deficiencies not able to be addressed during the Phase I project and miscellaneous defects identified by the Operations and Maintenance staff. Some of the major items consist of reconfiguring the influent pump station, replacing the aeration air control valves, installing a redundant return activated sludge (RAS) pump, among numerous other improvements.

On September 15, 2022, Inland Empire Utilities Agency (IEUA) issued a request for proposals to design consultants listed on PlanetBids. On November 14, 2022, IEUA received two proposals. A selection committee determined that the most qualified consultant was Carollo Engineers Inc., with a design fee of \$1,084,943.

Staff's Recommendation:

1. Award a consultant contract for the RP-4 Process Improvements Phase II, Project No. EN20057, to Carollo Engineers Inc., for the not-to-exceed amount of \$1,084,943; and
 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.
-

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

Account/Project Name:

EN20057/RP-4 Process Improvements Phase II

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

CEQA determination will be prepared prior to the completion of the final design.

Business Goal:

The RP-4 Process Improvements Phase II 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, sustainability managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint Presentation

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

Attachment 1



RP-4 Process Improvements Phase II

Consultant Contract Award

Project No. EN20057

Sandra Salazar

Senior Associate Engineer - PE

January 2023

Project Location



Project Background

- RP-4 Primary Clarifier and Process Rehabilitation (Phase I)
 - Completed September 2022
 - Concrete rehabilitation
 - Mechanical upgrades
- RP-4 Process Improvements Phase II
 - Scope consist of items not addressed in Phase I
 - Rehabilitation and mechanical upgrades
 - Equipment is at the end of useful life
 - Improve operating efficiency



Return Activated Sludge (RAS) Pump



Aeration Control Valve

Project Scope

- Reconfiguration of influent pump station (IPS)
- Grit Structure #2 improvements
- Shade structures
- Aeration basin air control valves
- Install redundant return activated sludge pump
- Replace miscellaneous vault covers
- Alum dosing mechanical upgrades
- Trident filter clarification zone rehabilitation



IPS No.2 (North wet-well)



IPS No.1 (South wet-well)



Ferric Dosing Station



Mixed Liquor Return Valves

Consultant Selection

- On November 14, 2022, IEUA received two (2) consultant proposals
- All proposals were carefully reviewed by a committee review panel
- Proposals were excellent and thorough
- Qualifications Based Selection:
 - Project team qualifications, creative and best value alternatives, consulting related experience, project schedule, man-hour distribution

Consultant	Proposals Fee
Carollo Engineers Inc.	\$1,084,943
Stantec Consulting Services, Inc.	Not opened

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$1,284,943
Design Services (Action)	\$1,084,943
IEUA Labor	\$200,000
Construction Services	\$900,000
Engineering Services During Construction (Consultant)	\$500,000
IEUA Construction Management Labor	\$400,000
Construction (Estimated)	\$5,500,000
Construction Contractor	\$5,000,000
Contingency (10%)	\$500,000
Total Project Cost:	\$7,684,943
Current Total TYCIP Budget:	\$8,300,000

Project Milestones	Dates
Design Contract	
Consultant Contract Award	January 2023
Design Completion	December 2023
Construction (Estimated)	
Advertise Construction Bid	December 2023
Construction Bid and Award	March 2024
Project Completion	September 2025

Staff's Recommendations

- Award a consultant contract for the RP-4 Process Improvements Phase II, Project No. EN20057, to Carollo Engineers Inc., for the not-to-exceed amount of \$1,084,943; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The RP-4 Process Improvements Phase II 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.

ACTION
ITEM
2E



Date: January 18, 2023

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Finance & Administration

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: NSNT Sewer Siphon Replacement Construction Contract Award

Executive Summary:

Due to maintenance issues, the existing siphon located in the North System North Trunk Sewer (NSNT) was experiencing a build-up of solids and odors. The project was launched to relocate the sewer and associated siphon to Hellman Avenue in order to provide a long-term solution to the odor-related issues. The project scope includes installing approximately 3,369 linear feet of 12" sewer pipeline along Hellman Avenue between 5th Street and 8th Street in Rancho Cucamonga. The project will also abandon the siphon while filling it with grout.

On December 1, 2022, Inland Empire Utilities Agency (IEUA) received four bids from pre-qualified general contractors. Ferreira Construction Co. was the lowest, responsive, responsible bidder with a bid of \$2,686,640. The bid was above the Engineer's estimate of \$2,000,000.

During design, a conflict with an existing 2" gas line was identified on Hellman Avenue. To facilitate construction, IEUA decided to relocate the gas line which increased overall project costs. A budget increase in the amount of \$1,387,853 is being requested to account for the total estimated project cost.

Staff's Recommendation:

1. Award a construction contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Ferreira Construction Co. , for the amount of \$2,686,640;
2. Approve a total project budget augmentation in the amount of \$1,387,853 to the NSNT Sewer Siphon Replacement, Project No. EN20064, increasing the budget from \$3,112,147 to \$4,500,000 in the Non-Reclaimable Wastewater (10500) Fund; and
3. Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 1,387,853*

Account/Project Name:

EN20064/NSNT Sewer Siphon Replacement

Fiscal Impact (explain if not budgeted):

If approved, a total project budget augmentation the amount of \$1,387,853 will increase the NSNT Sewer Siphon Replacement budget, Project No. EN20064, from \$3,112,147 to \$4,500,000 in the Non-Reclaimable Wastewater (10500) Fund.

Prior Board Action:

On October 21, 2020, the Board of Directors approved the consulting engineering services contract for NSNT Sewer Siphon Replacement, Project No. EN20064, to Michael Baker International in the not-to-exceed amount of \$241,130; and

On October 20, 2021, the Board of Directors approved the collectible work agreement with the So. Cal. Gas Company to relocate an existing 2" gas line in the amount of \$390,156.10.

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 NSNT Sewer Siphon Replacement Project is consistent with IEUA's Business Goal of Environmental Stewardship, specifically safeguarding public health and the environment. Staff will control odors at all Agency facilities for the purpose of improving the environment and being a good neighbor to the local community.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1

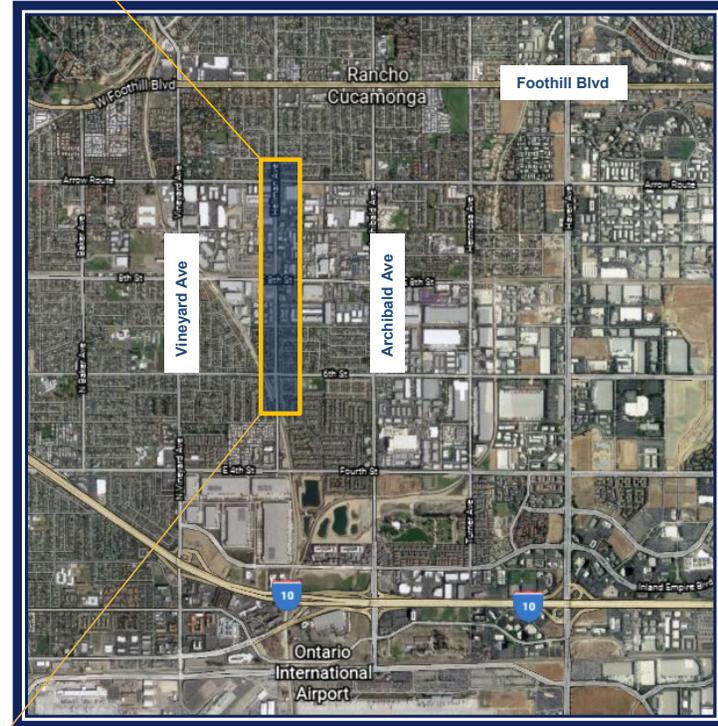
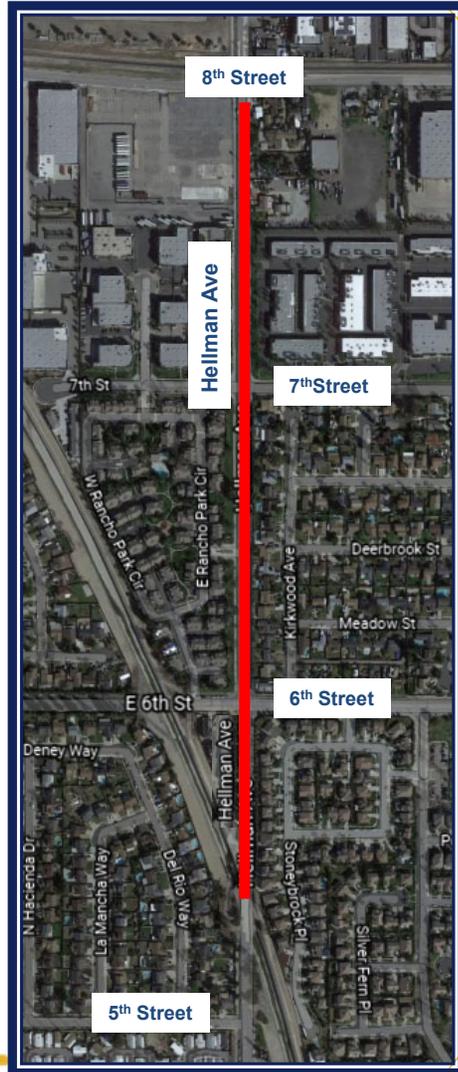


North System North Trunk Sewer Siphon Replacement Construction Contract Award Project No. EN20064

AA0

Megan Trott, PE
Associate Engineer
January 2023

Location

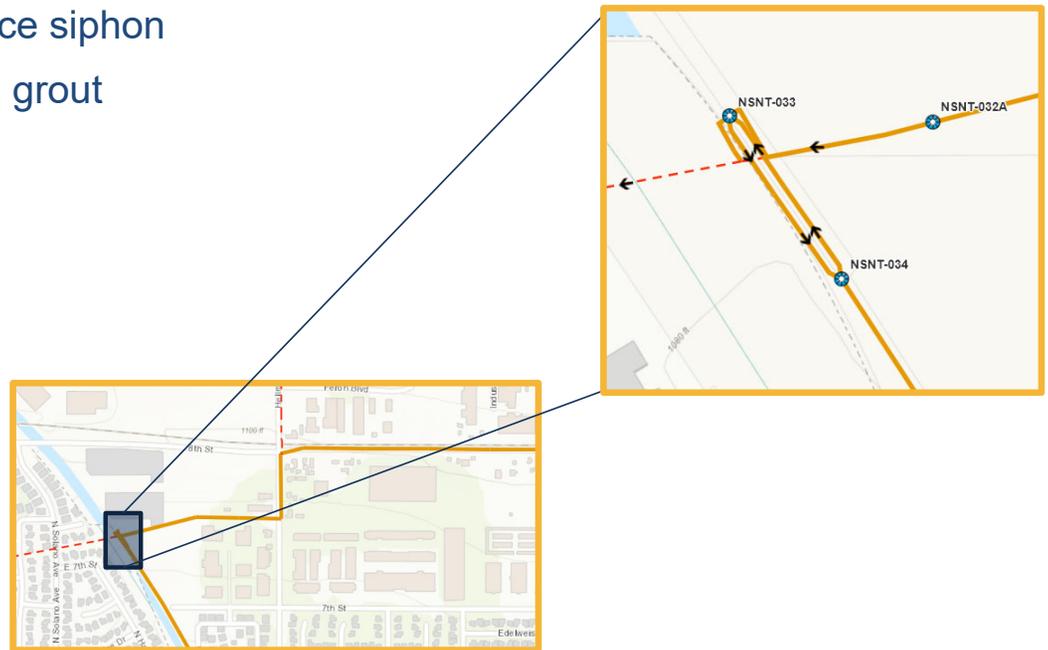


Scope

- Overcome difficulty in maintaining existing sewer siphon
- Installing 3,369 LF of 12" sewer pipeline to replace siphon
- Existing siphon will be abandoned and filled with grout



Potholing along Hellman Avenue



Siphon along the Cucamonga Creek Channel to be abandoned

Contractor Selection

On December 1, 2022, four bids were received:

Bidder's Name	Total
Ferreira Construction Co.	\$2,686,640
Norstar Plumbing and Engineering, Inc.	\$3,413,013
W.A. Rasic Construction Company, Inc.	\$3,497,833
Mladen Buntich Construction Co, Inc.	\$4,850,000
Engineer's Estimate	\$2,000,000

Project Budget and Schedule

Description	Estimated Cost
Design Services (actual)	\$521,179
Consultant Design Services	\$314,415
IEUA Design Services	\$206,764
Gas Line Relocation	\$548,756
SoCalGas Line Relocation	\$548,756
Construction Services	\$406,355
Engineering Services During Construction	\$156,355
IEUA Construction Services (~10%)	\$250,000
Construction	\$2,955,240
Construction (this action)	\$2,686,640
Contingency (~10%)	\$268,600
Total Project Cost	\$4,431,530
Total Project Budget	\$3,112,147
Total Budget Increase Needed	\$1,387,853
Revised Total Project Budget	\$4,500,000

Project Milestone	Date
Construction	
Construction Contract Award	January 2023
Construction Completion	March 2024

Staff's Recommendation

- Award a construction contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Ferreira Construction Co., for the amount of \$2,686,640;
- Approve a total project budget augmentation in the amount of \$1,387,853 to Project No. EN20064 increasing the budget from \$3,112,147 to \$4,500,000 in the Non-Reclaimable Wastewater (10500) Fund; and
- Authorize the General Manager to execute the construction contract and budget augmentation, subject to non-substantive changes.

The NSNT Sewer Siphon Replacement Project is consistent with IEUA's **Business Goal of Environmental Stewardship**, specifically safeguarding public health and the environment. Staff will control odors at all Agency facilities for the purpose of improving the environment and being a good neighbor to the local community.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Ferreira Construction Co. Inc. dba Ferreira Coastal 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 North System North Trunk (NSNT) Sewer Siphon Replacement, Project No. EN20064, 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 \$Two million six hundred eighty-six thousand six hundred forty Dollars.

and Zero Cents.

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

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

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

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

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

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

CONTRACTOR

By _____
General Manager
Shivaji Deshmukh

By _____

Title

* *A Municipal Water District*

INFORMATION
ITEM
3A



Date: January 18, 2022

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

01/11/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Annual Regional Water Use Efficiency Programs Report - FY 2021/22

Executive Summary:

Annually, the Inland Empire Utilities Agency (IEUA) prepares a comprehensive regional Water Use Efficiency (WUE) programs report that captures all activities over the previous fiscal year. This report tracks program activity over FY 2021/22 and the progress achieved toward meeting the goals and objectives outlined in IEUA's Urban Water Management Plan (FYs 2020-2025). Customer Agencies receive a regional WUE summary, service-area-specific data, and activity that provides the foundation for regulatory compliance with the State WUE Regulatory Framework. Moreover, the report serves as a benchmark for assessing and evaluating overall program performances for planning existing and future programs. IEUA currently offers a portfolio of regional WUE programs for its Customer Agencies designed to impact long-term, water-wise behaviors and practices. Over the last fiscal year, approximately 4,593 water-saving technologies/services were deployed throughout the service area, representing an estimated annual water savings of 451 acre-feet with a lifetime savings of 3,488 acre-feet.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

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

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The project is consistent with IEUA's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - IEUA Annual Regional Water Use Efficiency Programs Report - FY 2021/22

[Click Here for Report](#)

Annual Regional Water Use Efficiency Programs Report - FY 2021/22

Chris Garcia

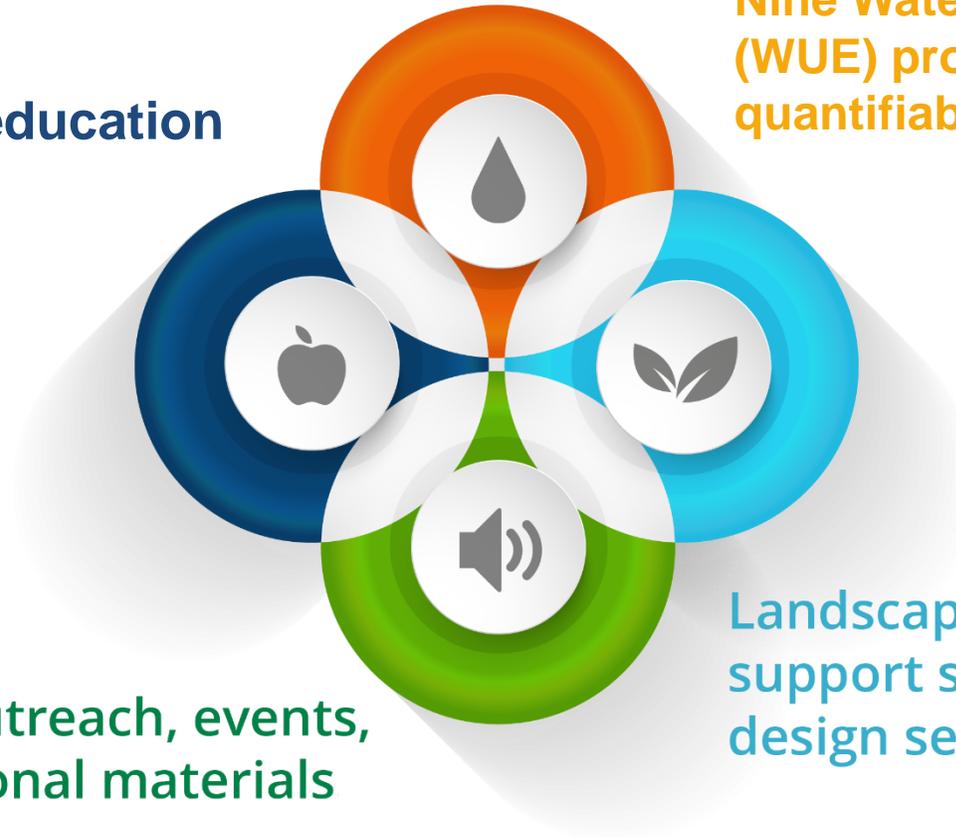
Environmental Resources Planner I

January 11, 2023

WUE Program Portfolio

Multiple K-6 education programs

Nine Water Use Efficiency (WUE) programs with quantifiable water savings



Community outreach, events, and informational materials

Landscape transformation support services including design services and workshops

FY 2021/22 Key Accomplishments

Annual savings of 451 acre-feet, lifetime savings of 3,448 acre-feet



Leveraged \$1 million in external partner funding



Secured \$712,514 in grant reimbursements



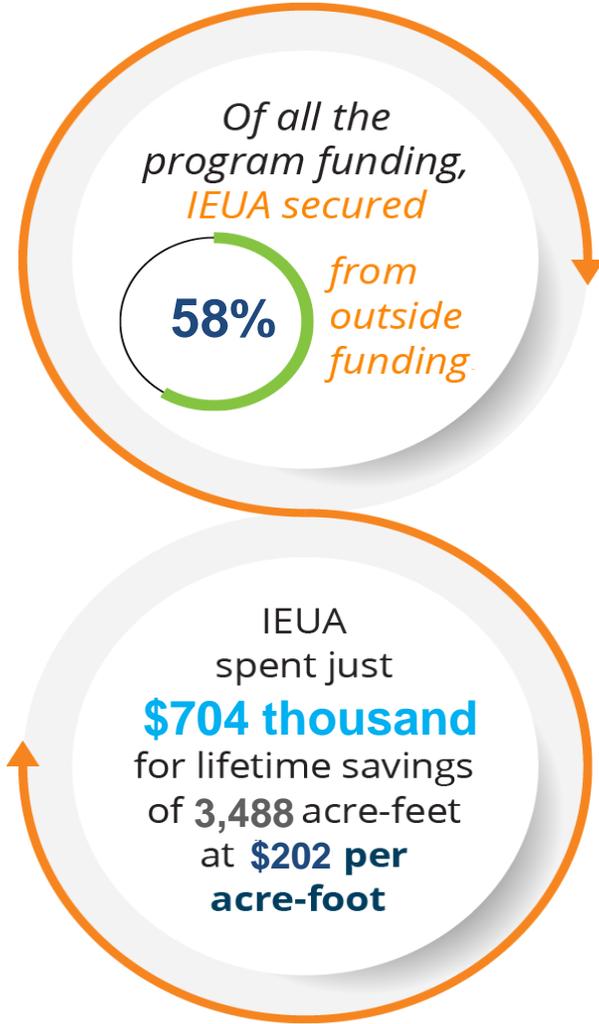
Replaced 259,575 square feet of turf with climate-appropriate alternatives



Developed the new FY 22/23 WUE Program Business Model



WUE Programmatic Savings

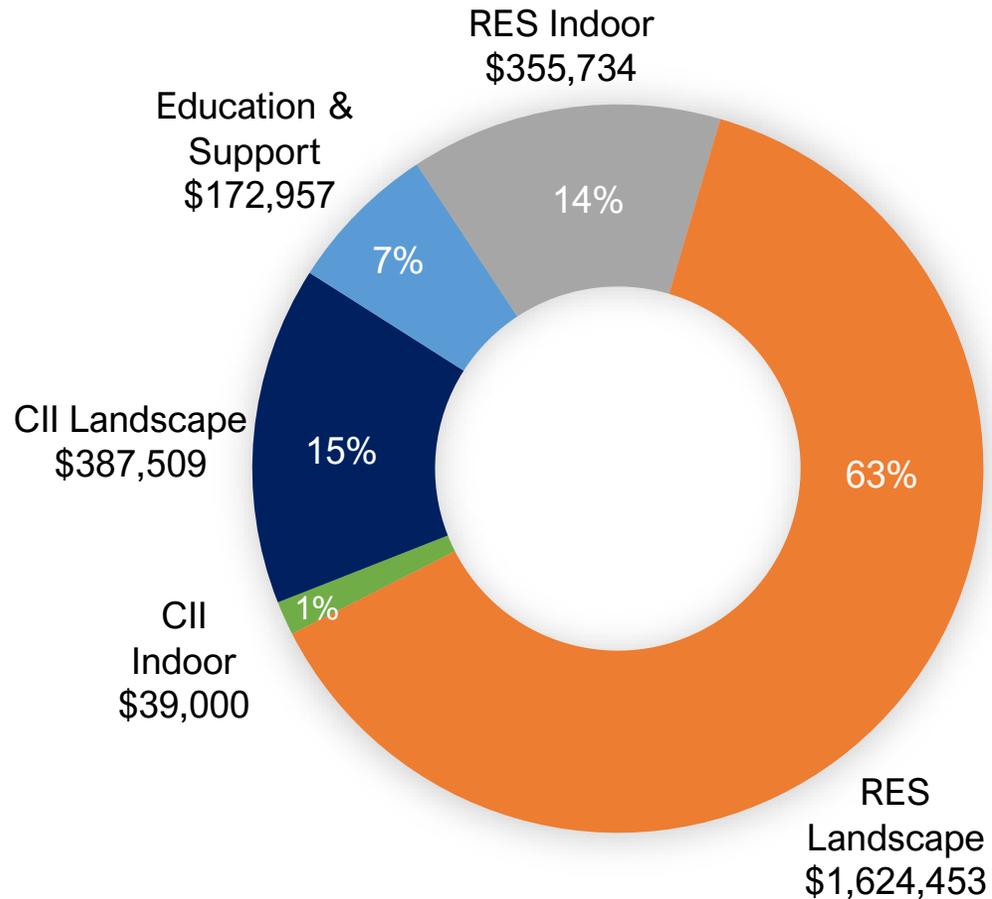


Program	Annual Savings (AF)	Lifetime Savings (AF)
SoCalWaterSmart Turf Rebates	42	1,253
SoCalWaterSmart Device Rebates	97	1,147
Landscape Tune-Ups	245	490
Smart Controller Upgrades	35	347
Large Landscape Retrofits	13	125
Landscape Audit & Evaluations	14	69
Pressure Regulation	5	52
Leak Detection Pilot Program	0.2	2
Customer Agency Program (1)	0.2	1
Total	451	3,488

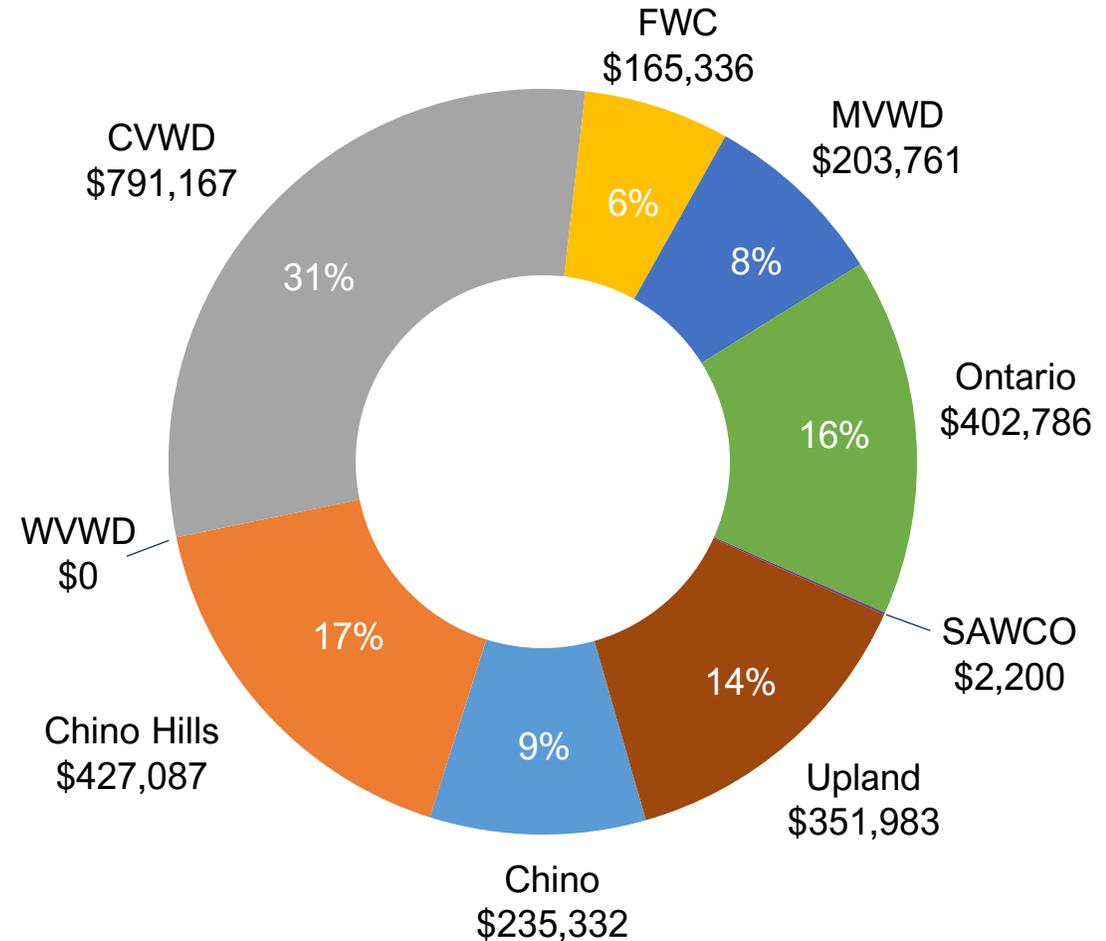
WUE Program Expenditures

(includes funding from IEUA, MWD, and Others = ~\$2.6M)

Funding by Category



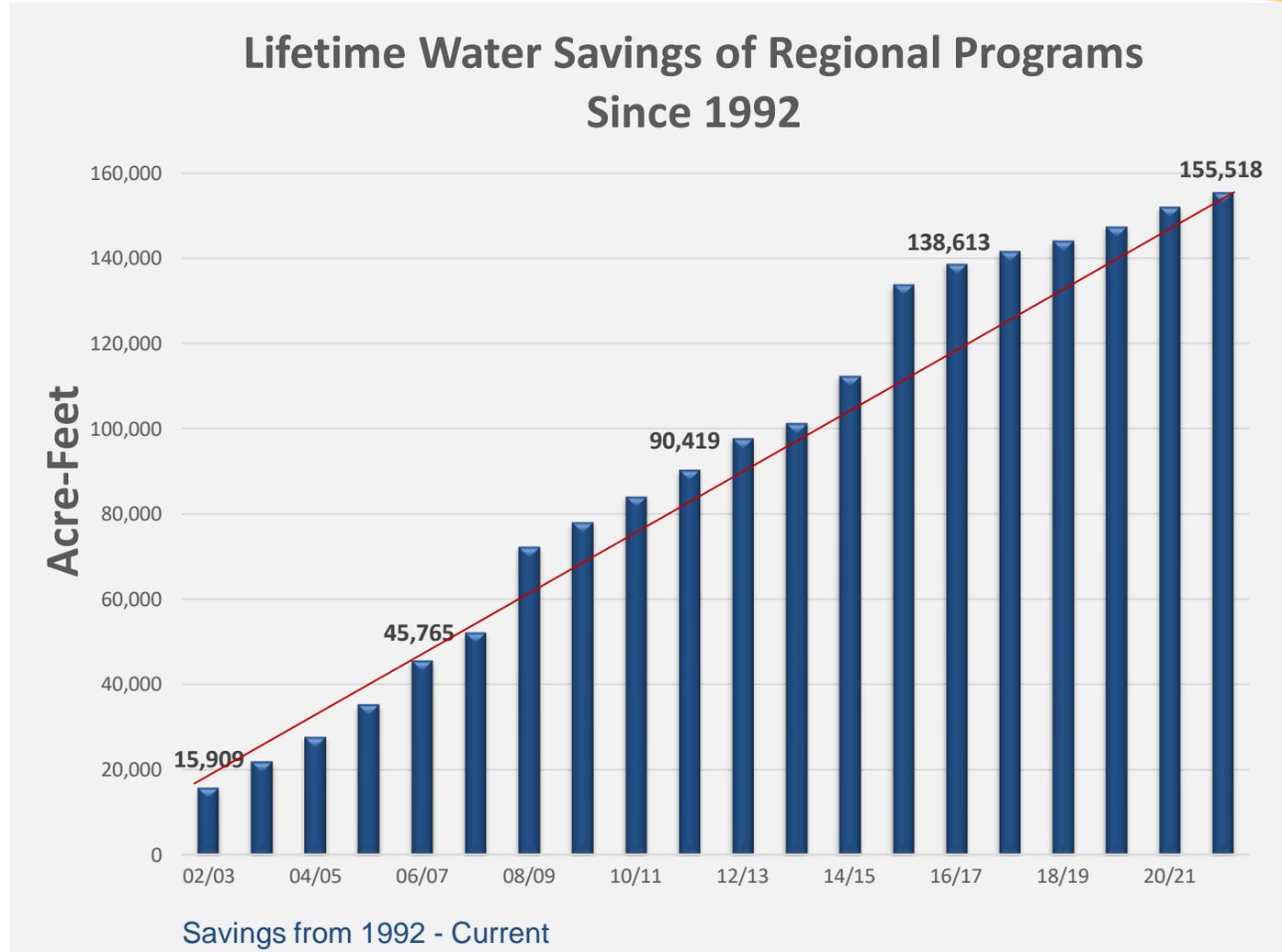
Funding by Customer Agency



Annual WUE Programs Summary

FY 2021/22

- **4,593** Technologies & Services
- **451 AF** Annual Water Savings
- **3,488 AF** Lifetime Water Savings
- Avoided Cost: **\$202/AF** in lieu of MWD costs of **\$830/AF**



Questions?

The project is consistent with IEUA's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

INFORMATION
ITEM
3B

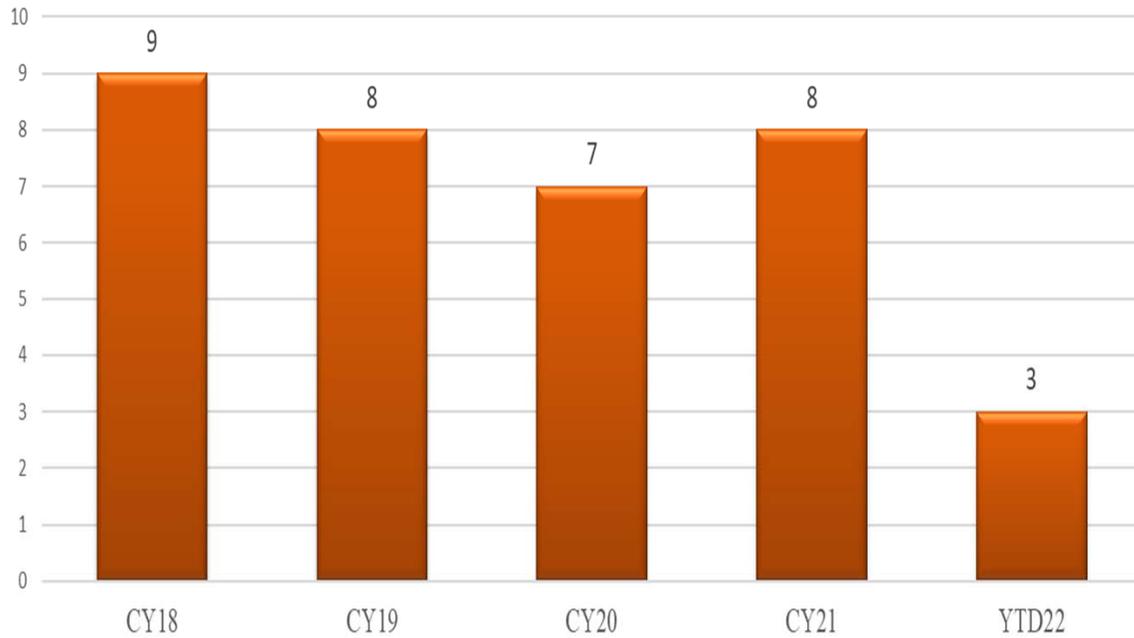


Operations & Maintenance Department Quarterly Update

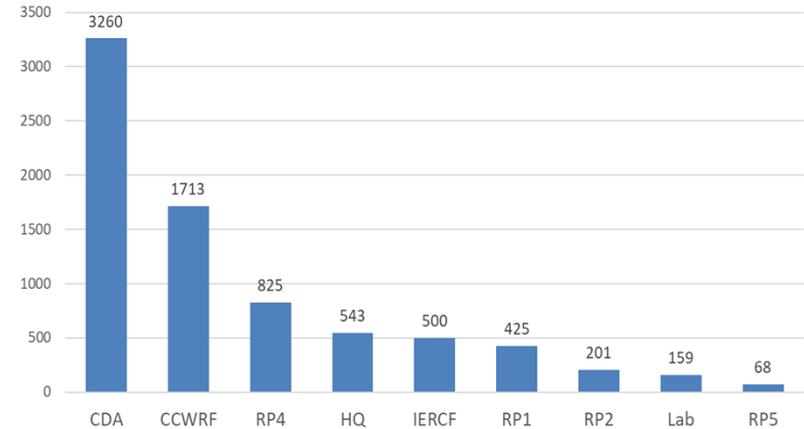
Robert Delgado
Manager of Maintenance
January 2023

Safety Statistics

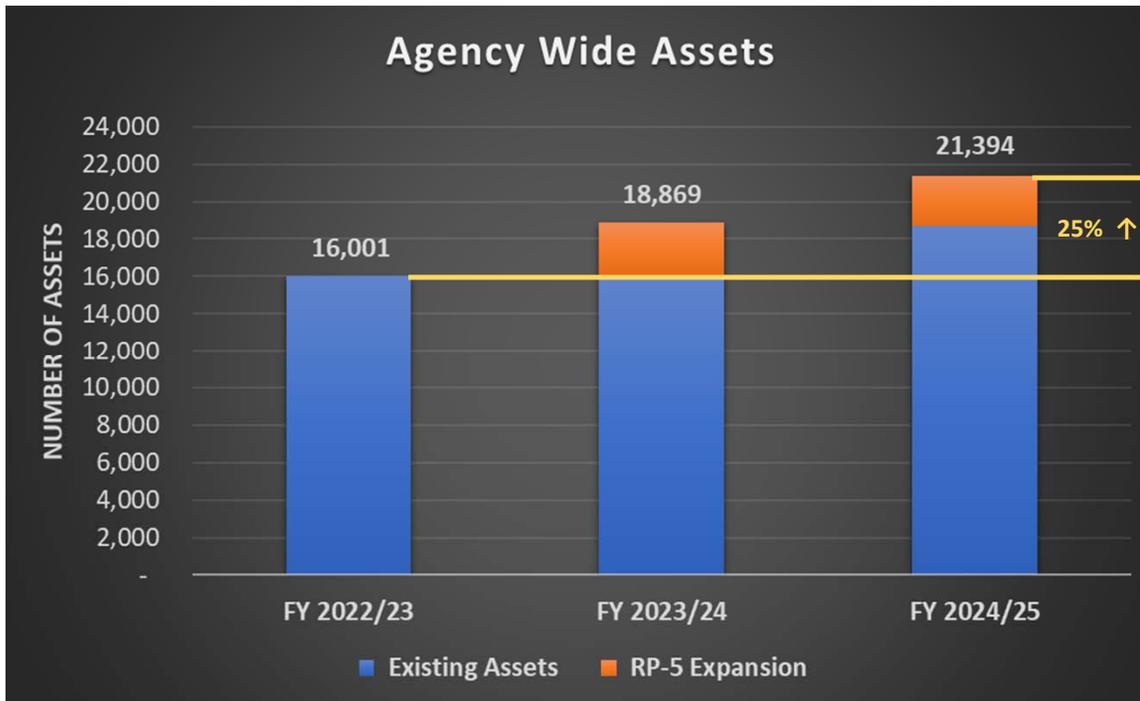
Total Recordable Injuries by Calendar Year



Days Since Last Recordable Injury



Agency Assets



16,001 Agency Wide Assets

Major categories:

- Electrical and Instrumentation (E&I)
- Mechanical
- Fixed Asset
- Collections
- Support Equipment

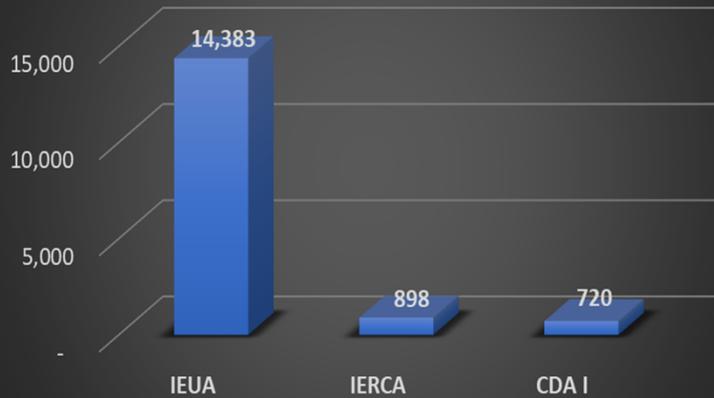
- 25% increase in assets as a result of RP-5 Expansion
- 12% increase expected with AWPf

Agency Assets

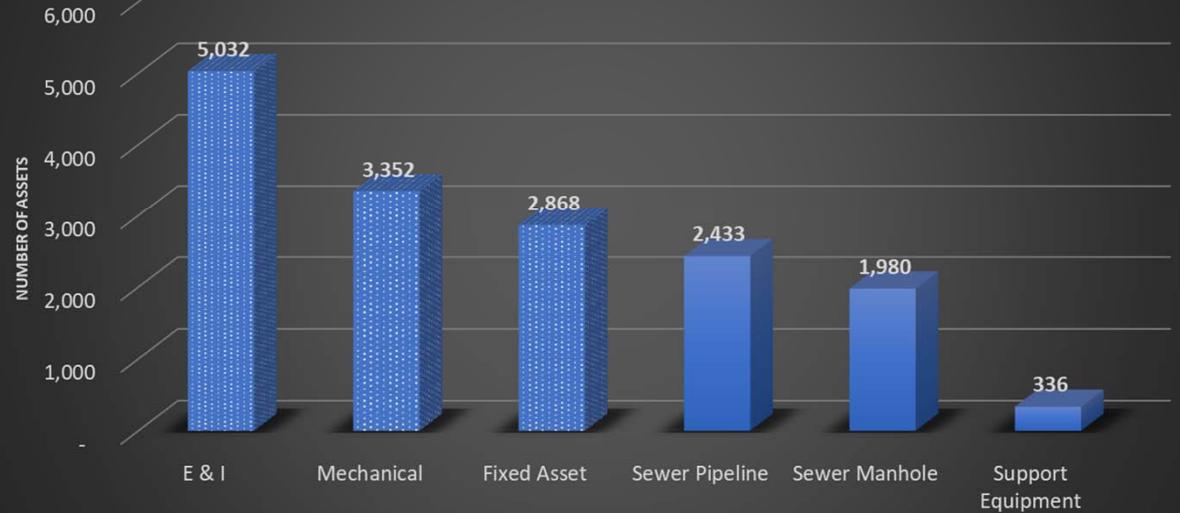
Asset Breakdown:

- 75% of the assets are within our treatment facilities
- Largest asset categories is Electrical and Instrumentation and Mechanical

Assets by Business Area



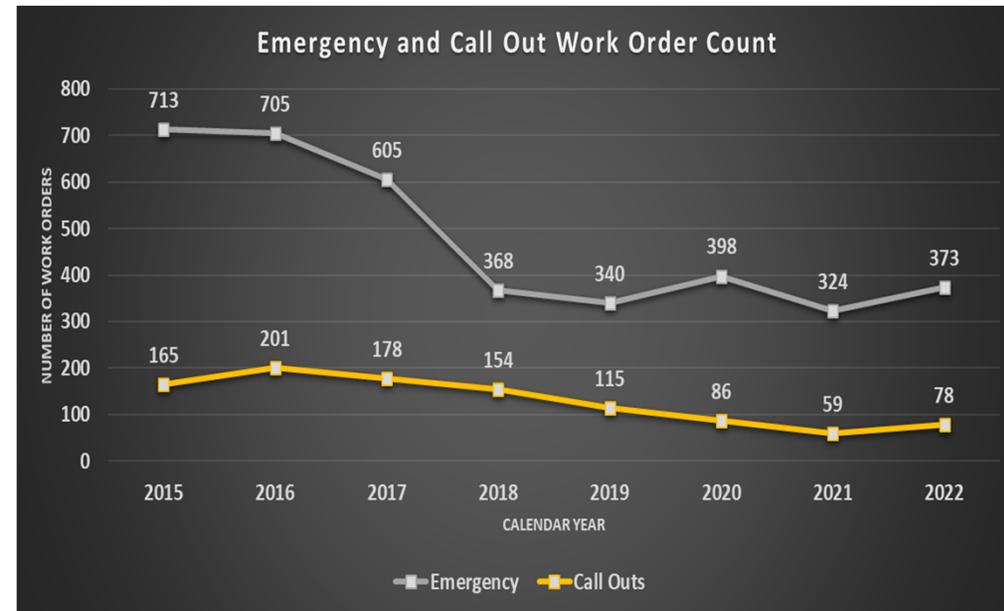
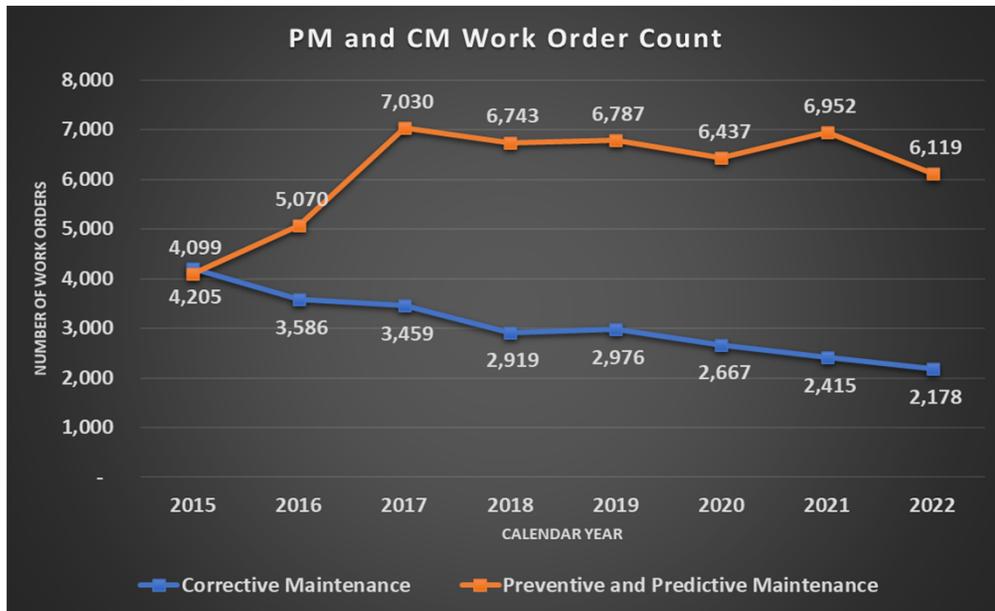
Agency Wide Assets



Work Execution

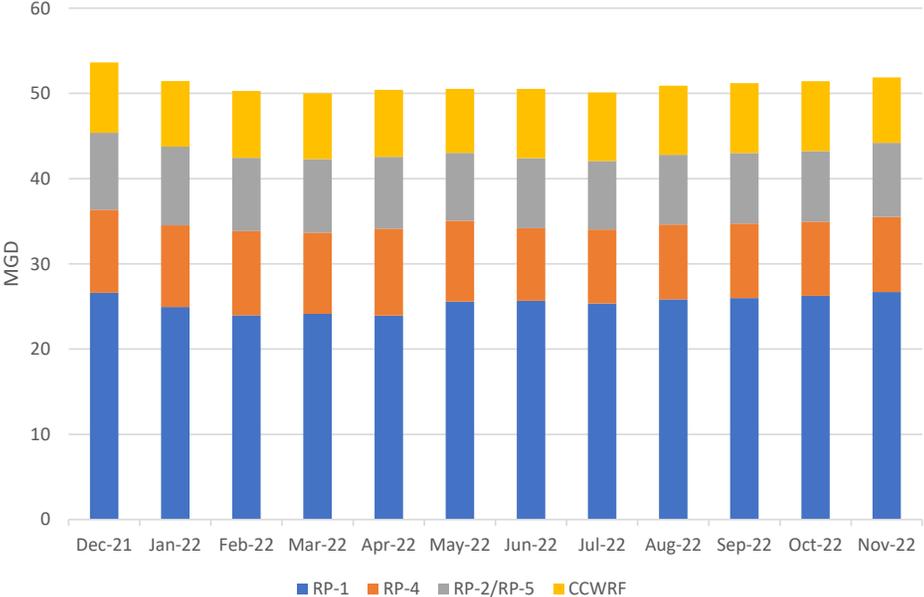
Reliability Journey:

- Focus on Preventive and Predictive Maintenance
- Reduction on emergency work and dark time call-outs
- Increase asset life and utilization

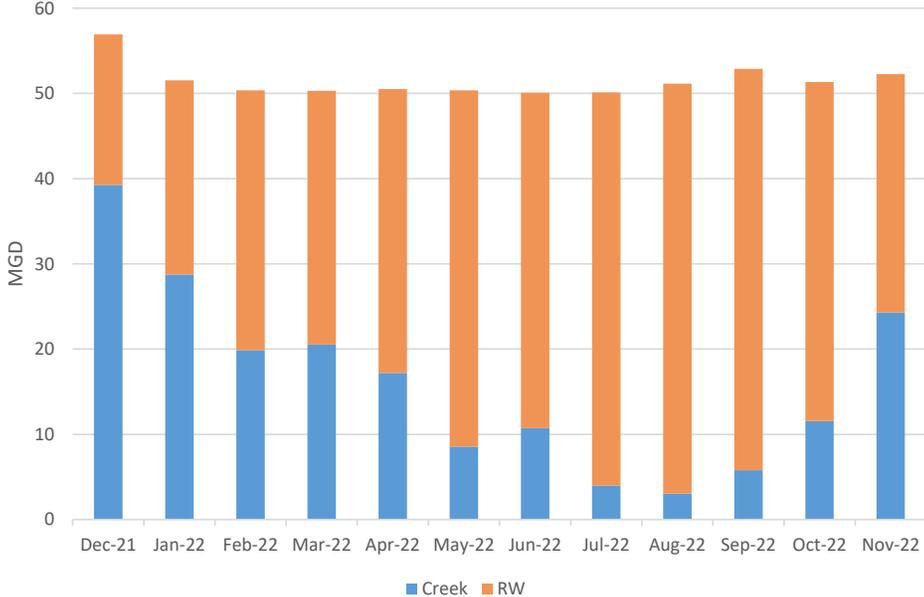


Production Flow Rates

Influent Flows

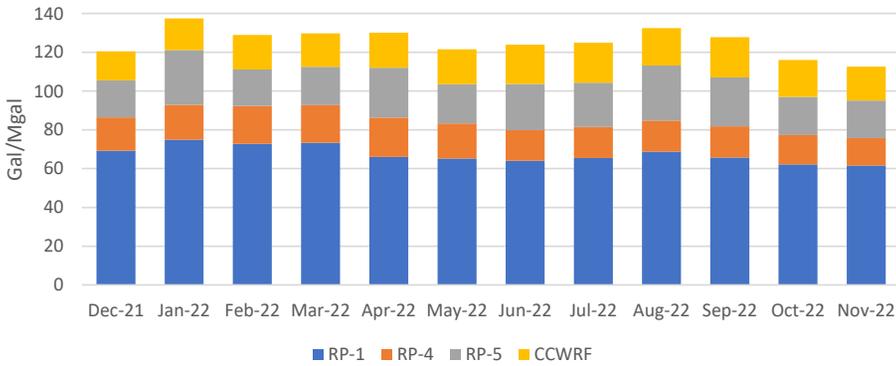


Effluent Flows

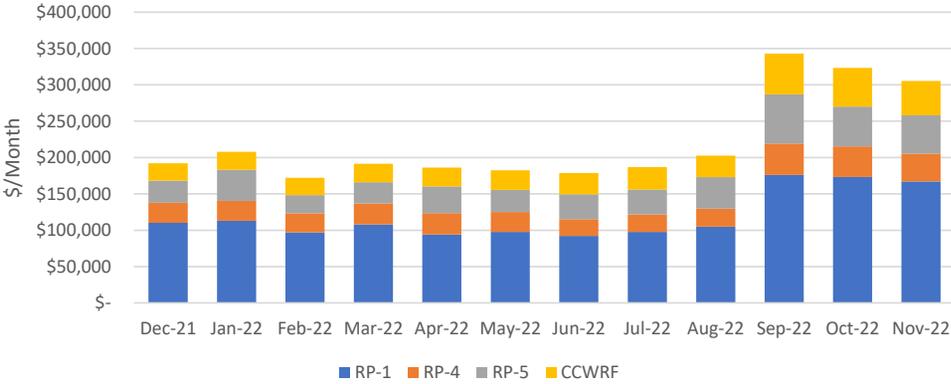


Agency Wide Chemical Consumption

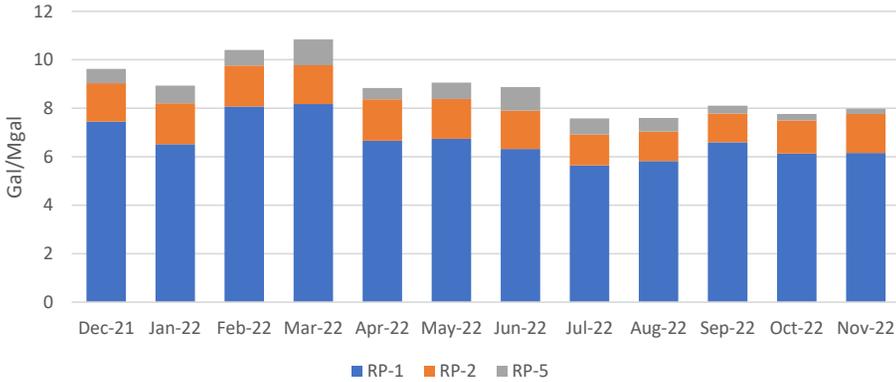
Sodium Hypochlorite Use



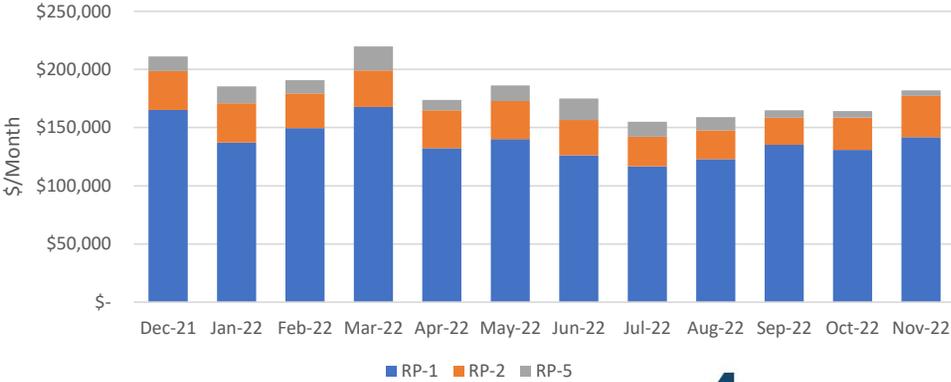
Sodium Hypochlorite Cost



Polymer Use



Polymer Cost

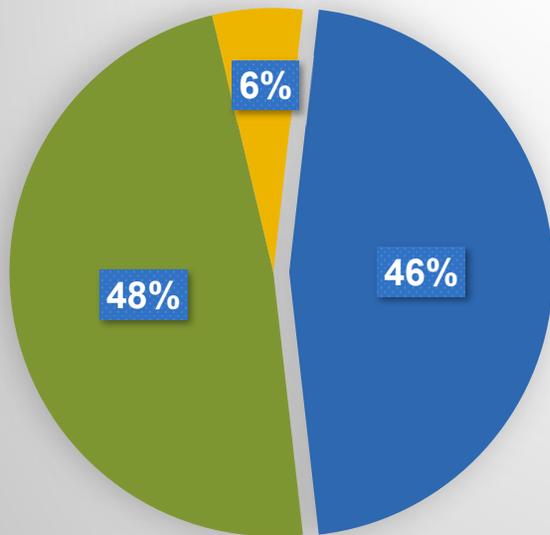


Inland Empire Regional Compost Facility (IERCF) – Production

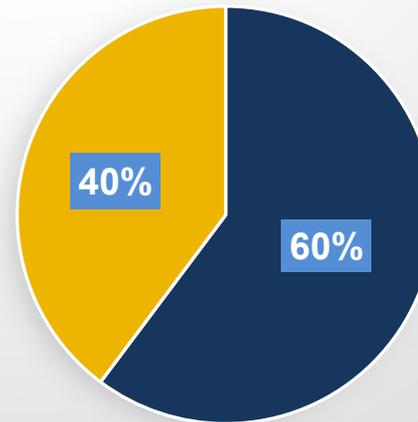
- IERCF processes 150,000 tons of biosolids annually
- Composed of 48% LACSD, 46% IEUA, and 6% OCSD

IERCF BIOSOLIDS COMPOSITION

TOTAL



IEUA Contribution



■ RP1 ■ RP2

Inland Empire Regional Compost Facility (IERCF) – Sales

Sales Accomplishments

- 32% increase in sales when compared to same period last year
- Zero inventory



INFORMATION
ITEM
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RP-5 Expansion Project Update: January 2023

Project Nos. EN19001 and EN19006

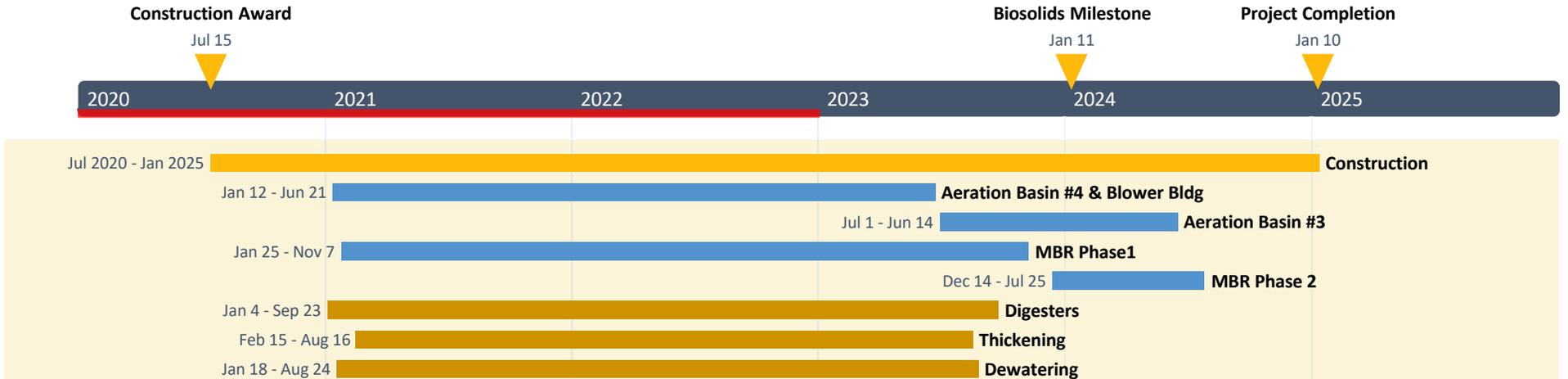
Brian Wilson, Principal Engineer

Vicky Salazar, Senior Associate Engineer

January 2023

RP-5: Project Status

Day 900 of 1640 = 55%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$335,595,653	\$11,200,000*	\$193,416,232	54%
Designer	Parsons	\$36,833,185	\$375,000*	\$32,913,242	89%
Construction Management	Arcadis	\$21,125,523	\$225,000*	\$10,322,672	49%

**Projected Invoices*

RP-5: Schedule Delays

- Critical and near path impacts:
 1. Generator and breaker control panels changes
 2. 30-inch ALP line
 3. SCADA equipment & plant pax upgrade
- Potential total project delay: **447 days**
- Mitigation plan reduces delay to approximately **100 days**



RP-5: Major Activity Areas



Construction Staff

- WML Craft: 140
- WML Project: 32
- IEUA & CM: 15
- Total: 187

RP-5: Major Activities



Influent Pump Station

RP-5: Major Activities



Grit Chamber

RP-5: Major Activities



Primary Clarifier Grouting

RP-5: Major Activities



Main Odor Control Facility

RP-5: Major Activities



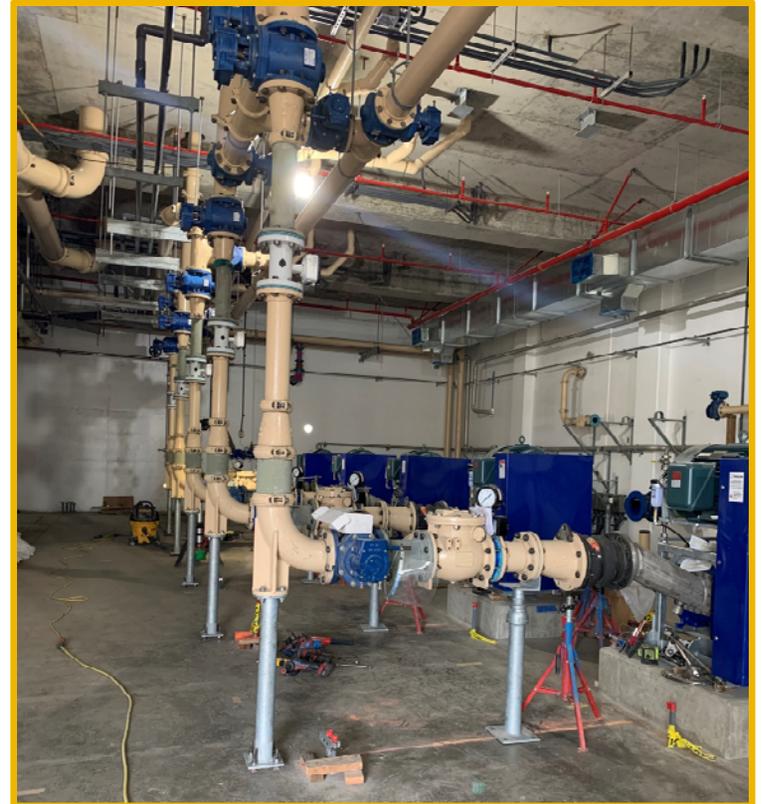
Aeration Basin Diffusers

RP-5: Major Activities



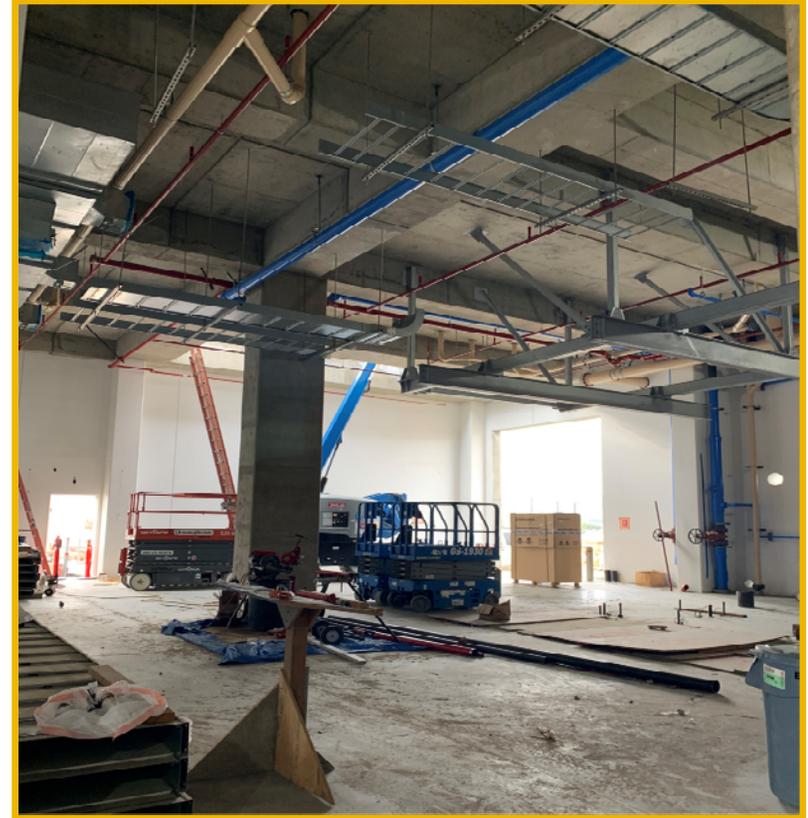
Gas Phase Digesters

RP-5: Major Activities



Thickening Building

RP-5: Major Activities



Dewatering Building

Questions?

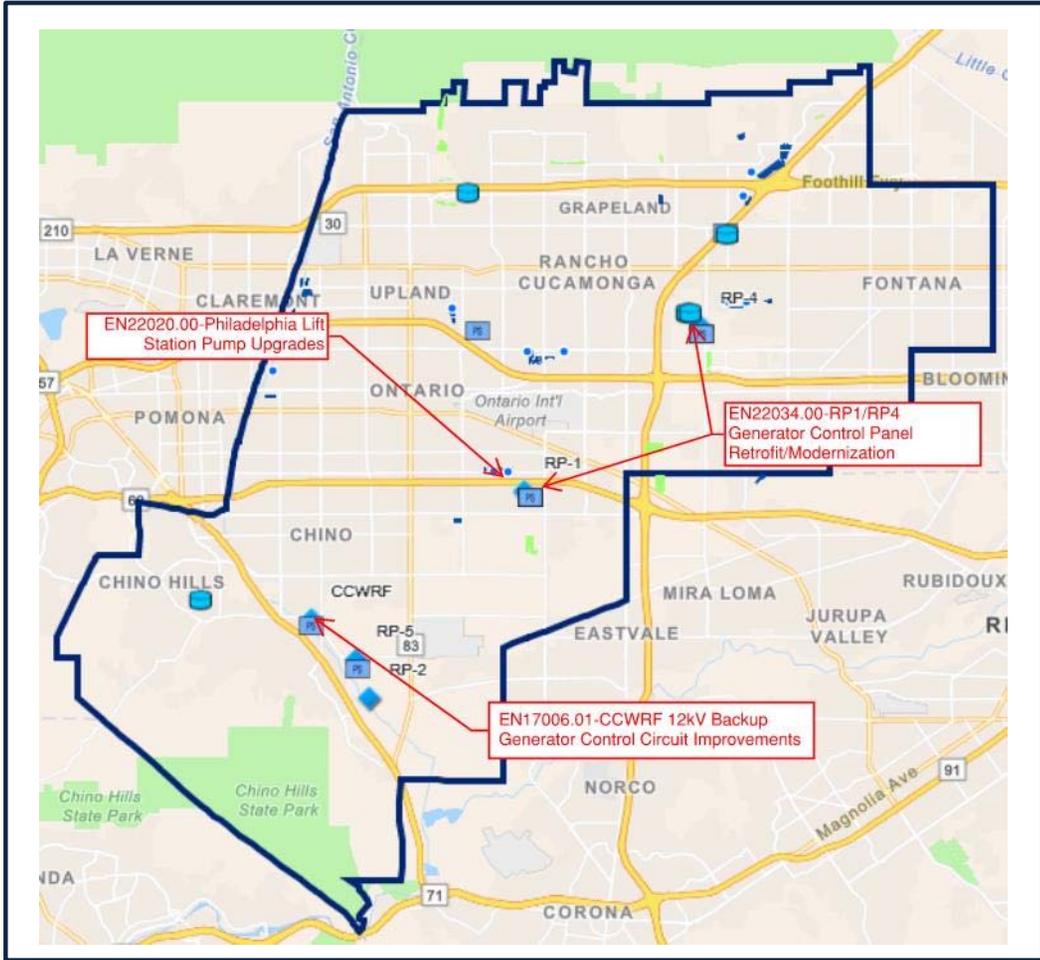


INFORMATION
ITEM
3D



Engineering and Construction Management Project Updates

Jason Marseilles, PE
Manager of Engineering & Construction Management
January 2023



Project Location Map

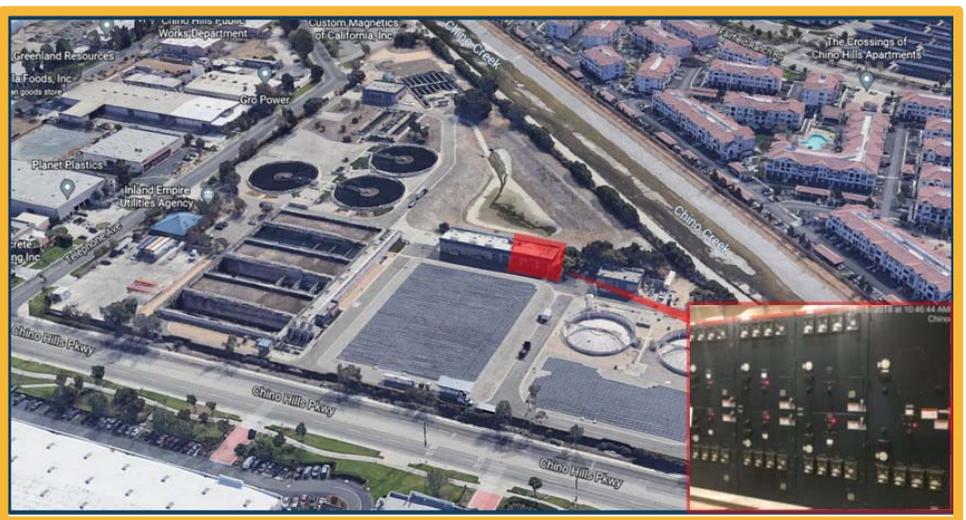


CCWRF 12kV Backup Generator Control Circuit Improvements

Project Goal: Increase Reliability

Total Project Budget: \$1.4M
Project Completion: August 2023
Construction Percent Complete: 10%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec Consulting, Inc.	\$102k	0%
Construction (Current)	Southern Contracting	\$1M	1%
Project Management Team			
Project Manager:	Ignacio, Joel		
Assistant/Associate Engineer:	Ward, Ryan		
Administrative Assistant:	Anser Advisory		
Inspector:	Jones, Nick		



Project Location



Philadelphia Lift Station Pump Upgrades

Project Goal: Rehabilitate/Repair Existing Assets



Total Project Budget: \$2.5M
Project Completion: June 2026
Pre-Design Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Stantec Consulting, Inc.	\$287k	0%
Construction	TBD	TBD	TBD
Project Management Team			
Project Manager:		Biesiada, Josh	
Assistant/Associate Engineer:		Trott, Megan	
Administrative Assistant:		Anser Advisory	
Inspector:		TBD	

RP1/RP4 Generator Control Panel Retrofit Modernization

Project Goal: Increase Reliability

Total Project Budget: \$240k
Project Completion: August 2023
Construction Percent Complete: 30%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	N/A	0%
Construction (Current)	Big Sky Electric	\$175k	0%
Project Management Team			
Project Manager:		WSP Environment & Infrastructure	
Assistant/Associate Engineer:		Asprer, Kevin	
Administrative Assistant:		Anser Advisory	
Inspector:		TBD	



Generator Control Panel

