

# AGENDA MEETING OF THE INLAND EMPIRE UTILITIES AGENCY\* BOARD OF DIRECTORS

WEDNESDAY, JANUARY 18, 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: 852 166 573#

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 <a href="mailto:dgarzaro@ieua.org">dgarzaro@ieua.org</a> prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Board of Directors.

# CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

**ROLL CALL** 

FLAG SALUTE

# **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.

<sup>\*</sup>A Municipal Water District

### 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.

# NEW, PROMOTED AND RECLASSIFIED EMPLOYEE INTRODUCTIONS

# 1. PUBLIC HEARING

A. <u>ADOPTION OF RESOLUTION NO. 2023-1-3, ADOPTING AMENDMENTS TO THE INLAND EMPIRE UTILITIES AGENCY'S CONFLICT OF INTEREST CODE</u>

Staff recommends that the Board:

- Hold a Public Hearing for the Board to receive public comments to adopt amendments to the IEUA's Conflict of Interest Code, establishing disclosure categories specifying the types of economic interests that must be reported by designated positions within the Agency; and
- 2. After closing the Public Hearing, adopt Resolution No. 2023-1-3, adopting amendments to the Inland Empire Utilities Agency's Conflict of Interest Code.

# 2. CONSENT ITEMS

NOTICE: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes unless any Board members, staff or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

#### A. MINUTES

Approve minutes of the December 7 and December 21, 2022 Board Meetings.

B. <u>ADOPTION OF RESOLUTION NO. 2023-1-2, MAKING CERTAIN</u>
<u>FINDINGS AND DETERMINATIONS REGARDING SPECIAL RULES</u>
<u>FOR CONDUCTING MEETINGS THROUGH TELECONFERENCE</u>

Staff recommends that the Board adopt Resolution No. 2023-1-2, making certain findings and determinations regarding special rules for conducting meetings through teleconference.

C. REPORT ON GENERAL DISBURSEMENTS (Finance & Admin)
Staff recommends that the Board approve the total disbursements for the month of November 2022, in the amount of \$28,825,460.19

# D. RP-1 AND RP-4 GENERATOR CONTROL RETROFITS CONSTRUCTION CONTRACT CHANGE ORDER (Eng/Ops/WR) (Finance & Admin)

Staff recommends that the Board:

- 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.

# E. PRESERVE LIFT STATION IMPROVEMENTS CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR) (Finance & Admin)

Staff recommends that the 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.

# F. BRINE SEWER SYSTEM (BSS) AND REGIONAL SEWER SYSTEM (RSS) MANHOLE UPGRADES FY 22/23 CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR)

Staff recommends that the Board:

- 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.

# G. <u>MEANS CONSULTING CONTRACT AMENDMENT</u> (*Eng/Ops/WR*) Staff recommends that the 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.

# H. <u>CENTRIFUGE SERVICE CONTRACT AMENDMENT</u> (Eng/Ops/WR)

Staff recommends that the 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.

# I. GROUNDWATER RECHARGE MASTER SERVICE CONTRACT AWARDS (Eng/Ops/WR)

Staff recommends that the Board:

- 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 notto-exceed amount of \$1,000,000; and
- 2. Authorize the General Manager to execute the master service contracts, subject to non-substantive changes.

# J. RP-4 PROCESS IMPROVEMENTS PHASE II CONSULTANT CONTRACT AWARD (Eng/Ops/WR)

Staff recommends that the Board:

- Award a consultant contract for the RP-4 Process Improvements Phase II, Project No. EN20057, to Carollo Engineers Inc., for the notto-exceed amount of \$1,084,943; and
- 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

# K. ADOPTION OF RESOLUTION NO. 2023-1-1, AUTHORIZING THE AGENCY-WIDE ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS FOR FISCAL YEAR 2023/24 (Community & Leg)

Staff recommends that the Board:

- Adopt Resolution No. 2023-1-1, authorizing the Agency-wide organizational memberships and affiliations for Fiscal Year 2023/24; and
- 2. Authorize the General Manager to approve all Agency-wide membership fees that are \$10,000 or less.

# 3. ACTION ITEM

A. NORTH SYSTEM NORTH TRUNK (NSNT) SEWER SIPHON REPLACEMENT CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR)

(Finance & Admin)

Staff recommends that the 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.

# 4. INFORMATION ITEMS

- A. ANNUAL REGIONAL WATER USE EFFICIENCY PROGRAMS REPORT

   FY 2021/22 (WRITTEN/POWERPOINT) (Eng/Ops/WR)
- B. RP-5 EXPANSION PROJECT UPDATE JANUARY 2023 (POWERPOINT) (Eng/Ops/WR)
- C. <u>ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)</u> (Eng/Ops/WR)

## RECEIVE AND FILE INFORMATION ITEMS

- D. <u>FEDERAL LEGISLATIVE REPORT FROM CARPI AND CLAY</u> (WRITTEN) (Community & Leg)
- E. <u>STATE LEGISLATIVE REPORT FROM WEST COAST ADVISORS</u> (WRITTEN) (Community & Leg)
- F. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN) (Community & Leg)
- G. OPERATIONS & MAINTENANCE DEPARTMENT QUARTERLY UPDATE (POWERPOINT) (Eng/Ops/WR)
- H. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT) (Finance & Admin)

### 5. AGENCY REPRESENTATIVES' REPORTS

# A. SANTA ANA WATERSHED PROJECT AUTHORITY REPORT

January 17, 2023 SAWPA Commission meeting agenda was not available at time of posting.

# B. <u>METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA</u> REPORT (WRITTEN)

January 9, 2023 and January 10, 2023 MWD Board meetings.

# C. <u>REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE</u> REPORT

The next Regional Sewerage Program Policy Committee meeting is scheduled for February 2, 2023.

# D. CHINO BASIN WATERMASTER REPORT

The next Chino Basin Watermaster Board meeting is January 26, 2023.

# E. CHINO BASIN DESALTER AUTHORITY REPORT (WRITTEN)

January 5, 2023 CDA Board meeting.

# F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT

The next IERCA Board meeting is scheduled for February 6, 2023.

# 6. GENERAL MANAGER'S REPORT (WRITTEN)

# 7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

#### 8. <u>DIRECTORS' COMMENTS</u>

# A. **CONFERENCE REPORTS**

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of interest.

# 9. CLOSED SESSION

# A. <u>PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION</u>

- Workers' Compensation Claim Nos. IEUC-000495; 4A2208YJ8LZ-0001
- B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1
  CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
  Three Cases

# C. PURSUANT TO GOVERNMENT CODE SECTIONS 54957 AND 54957.6 - PUBLIC EMPLOYEE PERFORMANCE EVALUATION

1. General Manager

# **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 <a href="https://www.ieua.org">www.ieua.org</a> 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 <a href="mailto:dgarzaro@ieua.org">dgarzaro@ieua.org</a>, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

# **PUBLIC HEARING**

# **1A**



**Date:** January 18, 2023

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

**Committee:** 

Executive Contact: Shivaji Deshmukh, General Manager

Subject: Public Hearing and Adoption of Resolution No. 2023-1-3 Adopting Amendments to

the Inland Empire Utilities Agency's Conflict of Interest Code

# **Executive Summary:**

Under the Political Reform Act, all public agencies are required to adopt a Conflict of Interest Code. A Conflict of Interest Code specifically enumerates positions within the Agency, which involve the making or participation in the making of decisions which may have a foreseeable material financial effect on any financial interest of the Agency. Typically, positions that involve voting on matters, negotiating contracts, or making recommendations on purchases without substantive review must be included in the Conflict of Interest Code. Each code designates positions required to file a Statement of Economic Interests, Form 700, and assigns disclosure categories specifying the types of interests to be reported. The Form 700 is a public document intended to alert public officials and the public to the types of financial interests that may create a conflict of interest.

The Board last amended the Conflict of Interest Code in February 2021 (the "2021 Code"). Staff recommends that the Board amend the Code at this time to reflect revisions to employee job titles and to add positions that participate in the making of decisions which may have a foreseeable material financial effect on any financial interest.

# Staff's Recommendation:

Staff recommends that the Board:

- 1. Hold a Public Hearing to receive public comments for the Board to adopt amendments to the IEUA's Conflict of Interest Code, establishing disclosure categories specifying the types of economic interests that must be reported by designated positions within the Agency; and
- 2. After closing the Public Hearing, adopt Resolution No. 2023-1-3, adopting amendments to the Inland Empire Utilities Agency's Conflict of Interest Code.

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

Fiscal Impact (explain if not budgeted):

There is no fiscal impact as a result of the adoption of Resolution No. 2023-1-3, for the amendments to the Agency's Conflict of Interest Code.

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

# **Prior Board Action:**

On February 17, 2021, the Board amended the Agency's Conflict of Interest Code.

# **Environmental Determination:**

Not Applicable

# **Business Goal:**

The amendment of the Conflict of Interest Code is in line with the Agency's commitment to applying ethical, fiscally responsible, transparent and environmentally sustainable principles to all aspects of business and organizational conduct.

# **Attachments:**

Attachment 1 - Conflict of Interest Code Adopted February 17, 2021

Attachment 2 - Resolution No. 2023-1-3 Adopting Amendments to the Inland Empire Utilities Agency's Conflict of Interest Code and Proposed Amended Conflict of Interest Code

Board-Rec No.: 23020

# CONFLICT OF INTEREST CODE OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT

The Political Reform Act (Government Code Section 81000 et seg.) requires state and local government agencies to adopt and promulgate Conflict of Interest The Fair Political Practices Commission has adopted a regulation (2) California Code of Regulations Section 18730) which contains the terms of a standard Conflict of Interest Code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Inland Empire Utilities Agency, a municipal water district, replacing the Agency's current Conflict of Interest Code last amended in February 2017.

Designated employees shall file their statements of economic interest with the Inland Empire Utilities Agency, who will make the statements available for public inspection and reproduction pursuant to Government Code Sections 81008 and 87500(p). Statements for all designated employees will be retained by the Inland Empire Utilities Agency.

# **APPENDIX**

# DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES

The following positions are held by individuals involved in the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest.

# **DESIGNATED POSITION DISCLOSURE CATEGORY** Members of the Board of Directors ....... **Agency Management & Internal Audit** General Manager.....1 Deputy General Manager......1 **External & Governmental Affairs** Executive Manager of External & Government Affairs/Assistant General Manager.....1 Finance & Administration Executive Manager of Finance & Administration/Assistant General Manager......1 Budget Officer.....1

# **Technical Resources**

Manager of Strategic Planning & Resources	2, 3
Deputy Manager of Strategic Planning & Resources	
Manager of Engineering	2, 3
Deputy Manager of Engineering	
Deputy Manager of Capital Improvement Projects	
Deputy Manager of Construction Management	
Manager of Laboratories	
Manager of Asset Management	
Manager of Inter-Agency Relations	
Operations	
Executive Manager of Operations/Assistant General Manager	1
Manager of Information Technology	2, 3, 4
Manager of Operations & Maintenance	2, 3
Manager of Regional Composting Authority	·
Manager of Business Information Services	
Deputy Manager of Operations	·
Deputy Manager of Maintenance	
Deputy Manager of Integrated Systems Services	

\* The Chief Executive Officer/General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Executive Officer/General Manager is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

### **DISCLOSURE CATEGORIES**

# Designated Persons in Category "1" Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, involving entities that (1) do business or own real property within the Agency's jurisdiction, (2) plan to do business or own real property within the Agency's jurisdiction within the next year; or (3) or have done business or owned real property within the Agency's jurisdiction within the past two years.

# <u>Designated Persons in Category "2" Must Report:</u>

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, from sources that provided leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Agency.

# Designated Persons in Category "3" Must Report:

Persons in this category shall disclose all interests in real property located within the Agency's jurisdiction, including property located within a two-mile radius of any property owned or used by the Agency.

# Designated Persons in Category "4" Must Report:

Persons in this category shall disclose all investments and business positions in business entities, interests in real property, and income from sources involving business entities that have filed a claim, or have a claim pending against the Agency.

# PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The following positions are not covered by the Conflict of Interest Code because they must file under Government Code Section 87200, and therefore, are listed for informational purposes only:

# • Chief Financial Officer

An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200.

# **RESOLUTION NO. 2023-1-3**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, ADOPTING AMENDMENTS TO THE INLAND EMPIRE UTILITIES AGENCY'S CONFLICT OF INTEREST CODE

**WHEREAS**, the Political Reform Act (Government Code Section 81000 *et seq.*) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes;

**WHEREAS**, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code;

**WHEREAS**, in February 2021, the Inland Empire Utilities Agency last amended its Conflict of Interest Code; and

**WHEREAS**, after public notice and hearing the Inland Empire Utilities Agency may amend its Conflict of Interest Code.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY DOES RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

Section 1. The attached document entitled "Conflict of Interest Code of the Inland Empire Utilities Agency, a Municipal Water District" shall constitute the Conflict of Interest Code of the Inland Empire Utilities Agency, replacing the Agency's current Conflict of Interest Code, last amended in February 2021.

**ADOPTED** this 18<sup>th</sup> day of January 2023.

Board of Directors thereof

ATTEST:	Marco Tule, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof
ATTEST.	

Page 2 of 2	
STATE OF CALIFORNIA COUNTY OF SAN BERNARDINO	) )SS )
I, Jasmin A. Hall, Secretary/Treasurer of the IncCERTIFY that the foregoing Resolution being Non January 18, 2023, of said Agency* by the follows:	No. 2023-1-3, was adopted at a regular meeting
AYES: NOES: ABSTAIN: ABSENT:	
(SEAL)	Jasmin A. Hall Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

\* A Municipal Water District

**CONFLICT OF INTEREST CODE** 

OF THE INLAND EMPIRE UTILITIES AGENCY,

A MUNICIPAL WATER DISTRICT

The Political Reform Act (Government Code Section 81000 et seq.) requires

state and local government agencies to adopt and promulgate Conflict of Interest

Codes. The Fair Political Practices Commission has adopted a regulation (2)

California Code of Regulations Section 18730) which contains the terms of a

standard Conflict of Interest Code. After public notice and hearing it may be

amended by the Fair Political Practices Commission to conform to amendments in

the Political Reform Act. Therefore, the terms of 2 California Code of Regulations

Section 18730 and any amendments to it duly adopted by the Fair Political

Practices Commission are hereby incorporated by reference. This regulation and

the attached Appendix designating officials and employees and establishing

disclosure categories shall constitute the Conflict of Interest Code of the Inland

Empire Utilities Agency, a municipal water district, replacing the Agency's current

Conflict of Interest Code last amended in February 2021.

Designated employees shall file their statements of economic interest with

the Inland Empire Utilities Agency, who will make the statements available for

public inspection and reproduction pursuant to Government Code Sections 81008

and 87500(p). Statements for all designated employees will be retained by the

Inland Empire Utilities Agency.

CONFLICT OF INTEREST CODE
OF THE INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT
Adopted January 18, 2023

# **APPENDIX**

# DESIGNATED EMPLOYEES AND DISCLOSURE CATEGORIES

The following positions are held by individuals involved in the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest.

# **DESIGNATED POSITION**

# **DISCLOSURE CATEGORY**

Members of the Board of Directors	1
General Counsel	1
Consultant*	1
Members of the Regional Sewerage Policy Program Committee	2, 3
Assistant General Manager	1
Board Secretary/Office Manager	2, 3
Budget Officer	1
Chino Basin Program Manager	2, 3
Communications Officer	2, 3, 4
Controller	1
Deputy General Manager	1
Deputy Manager of Operations	
Deputy Manager of Maintenance	
Director of Engineering	
Director of External and Government Affairs	1
Director of Finance	
Director of Human Resources	1
Director of Information Technology	1
Director of Operations and Maintenance	1
Director of Planning & Resources	
Employee and Labor Relations Advocate	
General Manager	
Grants and Government Affairs Officer	
Manager of Asset Management	

Manager of Compliance and Sustainability	2, 3
Manager of Contracts and Procurement	
Manager of Engineering	
Manager of Environmental Services	
Manager of Facilities and Water System Programs	
Manager of Human Resources	
Manager of Internal Audit	
Manager of Information Technology	
Manager of Laboratories	
Manager of Maintenance	•
Manager of Operations	
Manager of Regional Composting Authority	
Manager of Water Resources	
Safety Officer	
Senior Policy Advisor	·

\* The Chief Executive Officer/General Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the Chief Executive Officer/General Manager is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

### **DISCLOSURE CATEGORIES**

# <u>Designated Persons in Category "1" Must Report:</u>

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, involving entities that (1) do business or own real property within the Agency's jurisdiction, (2) plan to do business or own real property within the Agency's jurisdiction within the next year; or (3) or have done business or owned real property within the Agency's jurisdiction within the past two years.

# Designated Persons in Category "2" Must Report:

Persons in this category shall disclose all investments, business positions interests in real property, and sources of income, including gifts, loans, and travel payments, from sources that provided leased facilities, goods, equipment, vehicles, machinery, or services, including training or consulting services, of the type utilized by the Agency.

# <u>Designated Persons in Category "3" Must Report:</u>

Persons in this category shall disclose all interests in real property located within the Agency's jurisdiction, including property located within a two-mile radius of any property owned or used by the Agency.

# Designated Persons in Category "4" Must Report:

Persons in this category shall disclose all investments and business positions in business entities, interests in real property, and income from sources involving business entities that have filed a claim, or have a claim pending against the Agency.

CONSENT CALENDAR ITEM

2A



# MINUTES REGULAR WORKSHOP/MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

**WEDNESDAY, DECEMBER 7, 2022** 10:00 A.M.

# **DIRECTORS PRESENT:**

Michael Camacho, Vice President Marco Tule, Secretary/Treasurer

#### **DIRECTORS PRESENT via Video/Teleconference:**

Jasmin A. Hall, Director

# **DIRECTORS ABSENT:**

Steven J. Elie, President Paul Hofer, Director

#### STAFF PRESENT

Shivaji Deshmukh, P.E., General Manager
Christiana Daisy, P.E., Deputy General Manager
Kristine Day, Assistant General Manager
Jerry Burke, Director of Engineering
Lisa Dye, Director of Human Resources
Denise Garzaro, Board Secretary/Office Manager
Brandon Gonzalez Contreras, Technology Specialist I
Michael Hurley, Director of Planning & Resources
Michael Larios, Technology Specialist I
Alyson Piguee, Director of External & Government Affairs
Teresa Velarde, Manager of Internal Audit

# **STAFF PRESENT via Video/Teleconference:**

Tony Arellano, Safety Officer
Javier Chagoyen-Lazaro, Director of Finance
Jennifer Hy-Luk, Executive Assistant
Nolan King, Manager of Information Technology
Randy Lee, Acting Director of Finance
Cathleen Pieroni, Senior Policy Advisor
Sushmitha Reddy, Manager of Laboratories

#### **OTHERS PRESENT:**

Jean Cihigoyenetche, JC Law Firm Marty Cihigoyenetche, JC Law Firm

A meeting of the Board of Directors of the Inland Empire Utilities Agency\* was held at the office of the Agency, 6075 Kimball Avenue, Building A, Chino, California and via video/teleconference on the above date.

Vice President Camacho called the meeting to order at 10:01 a.m. CAD Designer Martin Carinchi led the Pledge of Allegiance. Board Secretary/Office Manager Denise Garzaro took roll call and established a quorum.

#### **PUBLIC COMMENT**

There were no public comments.

# **ADDITIONS TO THE AGENDA**

There were no changes/additions/deletions to the agenda.

# 1. WORKSHOP ITEM

# A. <u>DROUGHT UPDATE (POWERPOINT)</u>

Manager of Planning & Water Resources Michael Hurley provided the staff presentation.

# INFORMATION ITEM ONLY; NO ACTION TAKEN

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

There were no General Manager comments.

# 3. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no future requested agenda items from the Board of Directors.

# 4. <u>DIRECTORS' COMMENTS</u>

There were no Board of Directors comments.

#### 5. CLOSED SESSION

The Board recessed to Closed Session at 10:19 a.m.:

# A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

One Case

# B. <u>PURSUANT TO GOVERNMENT CODE SECTIONS 54957 AND 54957.6 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION</u>

1. General Manager

The meeting resumed at 11:07 a.m. and General Counsel Jean Cihigoyenetche stated that the Board discussed Closed Session item 5A with no reportable action. Item 5B was not discussed.

ADJOURNMENT Vice President Camacho adjourned the meeting at 11:08 a.m.

Marco Tule, Secretary/Treasurer

**APPROVED: JANUARY 18, 2023** 



# MINUTES MEETING OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

WEDNESDAY, DECEMBER 21, 2022 9:00 A.M.

#### **DIRECTORS PRESENT:**

Steven J. Elie, President Michael Camacho, Vice President Marco Tule, Secretary/Treasurer

# **DIRECTORS PRESENT via Video/Teleconference:**

Jasmin A. Hall, Director Paul Hofer, Director

# **STAFF PRESENT:**

Shivaji Deshmukh, P.E., General Manager Christiana Daisy, P.E., Deputy General Manager Kristine Day, Assistant General Manager Tony Arellano, Safety Officer Jerry Burke, Director of Engineering Javier Chagoyen-Lazaro, Director of Finance Lisa Dye, Director of Human Resources Denise Garzaro, Board Secretary/Office Manager Brandon Gonzalez Contreras, Technology Specialist I Don Hamlett, Director of Information Technology Michael Hurley, Director of Planning & Resources Elizabeth Hurst, Chino Basin Program Manager Michael Larios, Technology Specialist I Randy Lee, Acting Director of Finance Alex Lopez, Acting Budget Officer Alyson Piguee, Director of External & Government Affairs Sandra Salazar, P.E., Associate Engineer Vicky Salazar, Associate Engineer Frank Sotomayor, Facilities Program Supervisor James Spears, Senior Engineer Travis Sprague, Principal Engineer Brian Wilson, P.E., Senior Engineer Teresa Velarde, Manager of Internal Audit Jeff Ziegenbein, Acting Director of Operations & Maintenance

# **STAFF PRESENT via Video/Teleconference:**

Kevin Asprer, Associate Engineer Deborah Berry, Controller Martin Carinchi, CAD Designer Robert Delgado, Manager of Maintenance
Warren Green, Manager of Contracts & Procurement
Julianne Frabizio, Project Manager
Jennifer Hy-Luk, Executive Assistant
Nolan King, Manager of Information Technology
Bonnie Marseilles, Administrative Assistant II
Cathleen Pieroni, Senior Policy Advisor
Sushmitha Reddy, Manager of Laboratories
Steven Smith, P.E., Senior Associate Engineer
Yvonne Taylor, Administrative Assistant II
Megan Trott, Associate Engineer

# **OTHERS PRESENT:**

Scott Burton, City of Ontario Jean Cihigoyenetche, JC Law Firm Marty Cihigoyenetche, JC Law Firm Richard Cisakowski, RCCD Inc/Distinguished Homes Ron Craig, City of Chino Hills Dave Crosley, City of Chino Debra Dorst-Porada, City of Ontario John Dutrey, City of Montclair Tiffany Fung, Clifton Larsen Allen (CLA) Fred Galante, City of Chino Travis Hickey, Audit Committee Advisor Ben Montgomery, City of Chino Hills Nitin Patel, CLA Sandra Rose, Monte Vista Water District (MVWD) Justin Scott-Coe, MVWD Carlos Rodriguez, Building Industry Association

#### OTHERS PRESENT VIA TELECONFERENCE:

Fred Fudacz, City of Ontario

A meeting of the Board of Directors of the Inland Empire Utilities Agency\* was held at the office of the Agency, 6075 Kimball Avenue, Building A, Chino, California and via video/teleconference on the above date.

President Elie called the meeting to order at 9:04 a.m. Board Secretary/Office Manager Denise Garzaro took roll call and established a quorum.

#### **PUBLIC COMMENT**

There were no public comments on non-agenda items.

# **ADDITIONS TO THE AGENDA**

There were no changes/additions/deletions to the agenda.

### NEW, PROMOTED AND RECLASSIFIED EMPLOYEE INTRODUCTIONS

The following staff members from the External & Government Affairs Department were introduced and recognized:

- Anne Pandey, Grants Administrator, hired December 4, 2022, Grants
- Ashley Womack, Grants & Government Affair's Officer, promoted November 27, 2022, Grants

The following staff member from the Finance Department was introduced:

• Shirley Feng, Senior Accountant, hired November 21, 2022, Accounting

The following staff member from Operations & Maintenance Department was recognized:

 Michael Dias, Senior Associate Engineer – P.E., promoted November 27, 2022, Operations

The Board of Directors welcomed Ms. Pandey and Ms. Feng to the IEUA team. The Board of Directors congratulated Ms. Womack and Mr. Dias on their promotions.

In consideration of time, the Board recessed to Closed Session.

# 9. CLOSED SESSION

The Board recessed to Closed Session at 9:11 a.m.:

- A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION
  - 1. Workers' Compensation Claim Nos. IEUC-000495; 4A2208YJ8LZ-0001
- B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1
  CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION
  One Case
- C. PURSUANT TO GOVERNMENT CODE SECTIONS 54957 AND 54957.6 PUBLIC EMPLOYEE PERFORMANCE EVALUATION
  - 1. General Manager

The meeting resumed at 9:41 a.m. and General Counsel Jean Cihigoyenetche stated that the Board discussed Item 9B in Closed Session, with no reportable action.

# 1. PUBLIC HEARINGS

A. ADOPTION OF RESOLUTION NO. 2022-12-1, EXTENDING THE DECLARATION OF WATER SHORTAGE EMERGENCY AND ADOPTION OF A REVISED EMERGENCY WATER CONSERVATION FRAMEWORK PROGRAM

Manager of Planning & Resources Michael Hurley provided the staff presentation.

President Elie opened the public hearing. Hearing no public comments, President Elie closed the public hearing.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR HOFER, THE BOARD ADOPTED RESOLUTION NO. 2022-12-1, EXTENDING THE DECLARATION OF A WATER SHORTAGE EMERGENCY CONDITION, IMPLEMENTING THE AGENCY'S WATER SHORTAGE CONTINGENCY PLAN AT LEVEL 6, AND ADOPTING A REVISED EMERGENCY CONSERVATION PROGRAM FRAMEWORK, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

### B. ADOPTION OF ORDINANCE NO. 111 – REGIONAL SEWERAGE SYSTEM

Manager of Environmental Services Ken Tam provided the staff presentation.

President Elie opened the public hearing. The following individuals addressed the Board on Item No. 1B:

Richard Cisakowski, RCCD Ink, Distinguished Homes

Mayor John Dutrey, City of Montclair

Debra Dorst-Porada, City of Ontario

Ron Craig, City of Chino Hills

Carlos Rodriguez, Building Industry Association

Sandra Rose, MVWD

Justin Scott-Coe, MVWD

Scott Burton, City of Ontario

Diane Robbins, City of Montclair

Fred Galante, City of Chino

Fred Fudacz, City of Ontario

President Elie closed the public hearing and called for Board discussion.

Director Hall asked for clarification on what options are available to the Board going forward.

Director Hofer commented on the changing landscape of water resources and expressed a commitment to collaborating for the best path forward.

Director Tule commented on the timeline of the process thus far and stressed the Agency's commitment to prioritize health and safety by providing continued services.

President Elie explained that he does not view the adoption of the ordinance as an end to negotiations and provided a commitment to continue negotiations.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR TULE, THE BOARD ADOPTED ORDINANCE NO. 111, ESTABLISHING REGULATIONS GOVERNING THE COLLECTION TREATMENT, AND DISPOSAL OF SEWAGE TO THE IEUA REGIONAL SEWERAGE SYSTEM, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hofer, Tule

Noes: None

Abstain: Hall

Absent: None

### C. ADOPTION OF ORDINANCE NO. 112 - RECYCLED WATER

Senior Engineer Eddie Lin provided the staff presentation.

President Elie opened the public hearing. The following individuals addressed the Board on Item No. 1C:

Richard Cisakowski, RCCD Ink, Distinguished Homes Mayor John Dutrey, City of Montclair Debra Dorst-Porada, City of Ontario Ron Craig, City of Chino Hills Sandra Rose, MVWD Scott Burton, City of Ontario Fred Fudacz, City of Ontario

President Elie closed the public hearing. The Board provided comments on the process and expressed a commitment to continue negotiations.

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR HOFER, THE BOARD ADOPTED ORDINANCE NO. 112, ESTABLISHING THE AVAILABILITY OF RECYCLED WATER FROM THE IEUA REGIONAL RECYCLED WATER DISTRIBUTION SYSTEM, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

## 2. CONSENT ITEMS

- A. MINUTES
- B. ADOPTION OF RESOLUTION NO. 2022-12-6, MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING SPECIAL RULES FOR CONDUCTING MEETINGS THROUGH TELECONFERENCE
- C. REPORT ON GENERAL DISBURSEMENTS (Finance & Admin)
- D. <u>ADOPTION OF RESOLUTION NO. 2022-12-3, AMENDING THE AGENCY'S SALARY SCHEDULE/MATRIX FOR ALL GROUPS</u>
- E. INTERNAL AUDIT UNIT CHARTER AND AUDIT COMMITTEE CHARTER (Audit)
- F. CONTRACT AWARD FOR HVAC PREVENTATIVE MAINTENANCE AND EMERGENCY REPAIR SERVICES (Eng/Ops/WR)
- G. <u>AGENCY-WIDE AND LABORATORY COURIER SERVICE CONTRACT AWARD</u> (Finance & Admin)

- H. RP-1 AERATION BASIN UTILITY WATER SYSTEM IMPROVEMENTS CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR)
- I. PROCUREMENT OF CISCO NETWORK COMPONENTS FOR RP-1 SCADA MIGRATION (Eng/Ops/WR)
- J. PURCHASE OF COMBINATION (JET/VACUUM) SEWER CLEANING TRUCK (Eng/Ops/WR)
- K. <u>IEUA FISCAL YEAR (FY) 2021/22 AUDIT ANNUAL COMPREHENSIVE FINANCIAL REPORT</u> (Audit) (Finance & Admin)

MOVED BY DIRECTOR CAMACHO, SECONDED BY DIRECTOR HALL, AGENDA ITEM NOS. 2A THROUGH 2K, WERE APPROVED AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

- o Approved the minutes of the November 2 and November 16, 2022 Board Meetings.
- Adopted Resolution No. 2022-12-6, making certain findings and determinations regarding special rules for conducting meetings through teleconference.
- Approved the total disbursements for the month of October 2022, in the amount of \$24,401,932.26.
- Adopted Resolution No. 2022-12-3, amending the Agency's Salary Schedule/Matrix for all groups.
- Approved the Audit Committee Charter and the Internal Audit Unit Charter; and directed staff to implement the charters.
- Awarded 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 authorized the General Manager to execute the service contract.
- Approved the award to provide Agency-Wide and Laboratory Courier Service, Contract No. 4600003207, to Integrated Parcel Network dba Pacific Couriers, for a two-year contract, with three one-year renewal options, for a potential total contract term of five years for a not-to-exceed amount of \$440,000; and authorized the General Manager to execute the contract, subject to nonsubstantive changes.
- Awarded 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 authorized the General Manager to execute the contract, subject to non-substantive changes.

- Authorized 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 authorized the General Manager to execute the purchase.
- Authorized 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 authorized the General Manager to execute the purchase.

# 3. ACTION ITEMS

# A. <u>IEUA FISCAL YEAR (FY) 2021/22 AUDITED ANNUAL COMPREHENSIVE</u> FINANCIAL REPORT (Audit) (Finance & Admin)

Manager of Internal Audit Teresa Velarde, Clifton Larsen Allen Principal Nitin Patel, and Director of Finance Javier Chagoyen-Lazaro provided the staff presentation.

Director Hofer complimented staff on the extraordinary record.

MOVED BY DIRECTOR HOFER, SECONDED BY DIRECTOR TULE, THE BOARD APPROVED THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2022; DIRECTED STAFF TO DISTRIBUTE THE REPORT AS APPROPRIATE, TO THE VARIOUS FEDERAL, STATE, AND LOCAL AGENCIES, FINANCIAL INSTITUTIONS, BOND RATING AGENCIES, AND OTHER INTERESTED PARTIES: APPROVED AN INTER-FUND LOAN OF \$7,000,000 FROM RECYCLED WATER FUND TO THE RECHARGE WATER FUND TO SUPPORT THE RECHARGE MASTER PLAN UPDATE PROJECTS EXECUTION UNTIL GRANTS AND STATE REVOLVING FUND LOAN PROCEEDS FROM THE STATE WATER RESOURCES CONTROL BOARD ARE RECEIVED BY THE AGENCY; AND AUTHORIZED THE GENERAL MANAGER TO EXECUTE THE INTER-FUND LOAN, AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

# B. <u>ADOPTION OF RESOLUTION NO. 2022-12-4, ESTABLISHING THE EQUIVALENT DWELLING UNIT COMPUTATION FOR CAPITAL CAPACITY REIMBURSEMENT AND MONTHLY SEWER SERVICE CHARGE ACCOUNT PAYMENTS</u>

Manager of Environmental Services Ken Tam provided the staff presentation.

MOVED BY DIRECTOR TULE, SECONDED BY DIRECTOR CAMACHO, THE BOARD ADOPTED RESOLUTION NO. 2022-12-4, ESTABLISHING THE EQUIVALENT DWELLING UNIT COMPUTATION FOR CAPITAL CAPACITY REIMBURSEMENT AND MONTHLY SEWER SERVICE CHARGE ACCOUNT PAYMENTS, AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

# C. <u>ADOPTION OF RESOLUTION NO. 2022-12-5, ESTABLISHING REGIONAL INDUSTRIAL PRETREATMENT PROGRAM SERVICES</u>

Manager of Environmental Services Ken Tam provided the staff presentation.

MOVED BY DIRECTOR TULE, SECONDED BY DIRECTOR CAMACHO, THE BOARD ADOPTED RESOLUTION NO. 2022-12-5, ESTABLISHING REGIONAL INDUSTRIAL PRETREATMENT PROGRAM SERVICES, AS RECOMMENDED BELOW, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

### D. ELECTION OF OFFICERS

General Counsel Jean Cihigoyenetche explained the process for the Board's election of officers for the positions of President, Vice President, and Secretary/Treasurer of the IEUA Board of Directors for one-year terms beginning January 1, 2023. He opened the floor for nominations for the position of President.

President Elie nominated a slate of Director Tule for President, Director Elie for Vice President, and Director Hall for Secretary/Treasurer.

THE BOARD APPROVED THE NOMINATION, ELECTING DIRECTOR MARCO TULE AS PRESIDENT, DIRECTOR STEVEN J. ELIE AS VICE PRESIDENT, AND DIRECTOR JASMIN A. HALL AS SECRETARY/TREASURER OF THE BOARD FOR ONE-YEAR TERMS BEGINNING JANUARY 1, 2023, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

# E. <u>APPOINTMENT OF A DIRECTOR TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA</u>

General Manager Shivaji Deshmukh explained the Agency has one representative that serves on the Metropolitan Water District of Southern California Board of Directors. Appointment to the MWD Board requires a majority vote of the Board. The current MWD Director is Director Michael Camacho.

Director Tule nominated Director Camacho to serve as Director of the Metropolitan Water District of Southern California Board.

DIRECTOR TULE NOMINATED DIRECTOR CAMACHO, THE MOTION WAS SECONDED BY DIRECTOR ELIE. THE BOARD APPOINTED DIRECTOR MICHAEL CAMACHO TO SERVE AS DIRECTOR OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BOARD, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hofer, Tule

Noes: Hall

Absent: None

# F. ADOPTION OF RESOLUTION NO. 2022-12-2, APPOINTING AGENCY REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO SAWPA COMMISSION

General Manager Deshmukh explained the Santa Ana Watershed Project Authority's (SAWPA) Joint Powers Agreement requires the appointment of the member agency's commissioner be done by resolution of the member agency's governing body. This appointment is determined by the Board President with a concurring majority vote of the Board. The current SAWPA Commissioner is Director Marco Tule and Alternate Commissioner is Director Michael Camacho.

Director Tule nominated Director Hall to serve as the agency representative and Director Camacho to serve as the alternate agency representative to the SAWPA Commission.

MOVED BY DIRECTOR TULE SECONDED BY DIRECTOR ELIE, THE BOARD **ADOPTED** RESOLUTION NO. 2022-12-2. **APPOINTING** DIRECTOR JASMIN A. HALL AS THE AGENCY REPRESENTATIVE TO THE SANTA ANA WATERSHED **PROJECT** AUTHORITY COMMISSION **DIRECTOR** AND MICHAEL CAMACHO AS THE **ALTERNATE** REPRESENTATIVE, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

# G. <u>APPOINTMENT OF A REPRESENTATIVE AND ALTERNATE REPRESENTATIVE</u> FOR SAWPA PROJECT AGREEMENT (PA) 23 AND PROJECT AGREEMENT 24

General Manager Deshmukh explained that pursuant to the SAWPA Joint Powers Agreement, a Project Agreement (PA) member agency governing board is required to appoint a member of their governing Board of Directors or the General Manager as a representative and/or alternate to the Project Agreement Committees, PA 23 and PA 24. He noted that the current representative is Director Marco Tule and he serves as the alternate representative.

MOVED BY DIRECTOR ELIE SECONDED BY DIRECTOR HOFER, THE BOARD APPOINTED DIRECTOR JASMIN A. HALL TO SERVE AS THE REPRESENTATIVE AND GENERAL MANAGER SHIVAJI DESHMUKH AS THE ALTERNATE REPRESENTATIVE TO THE SAWPA PA 23 AND SAWPA PA 24, BY THE FOLLOWING VOTE:

Ayes: Camacho, Elie, Hall, Hofer, Tule

Noes: None

Absent: None

4. INFORMATION ITEMS

A. RECYCLED WATER GROUNDWATER RECHARGE UPDATE

Chino Program Manager Elizabeth Hurst provided the staff presentation.

B. <u>FISCAL YEAR 2022/23 FIRST QUARTER BUDGET VARIANCE, PERFORMANCE UPDATES, AND BUDGET TRANSFERS</u>

Acting Budget Officer Alex Lopez provided the staff presentation.

C. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES

Manager of Engineering & Construction Management Jason Marseilles provided an update on the following projects: RP-1 Disinfection Pump Improvements; RP-1 Repurpose Lab; Prado Basin Assets Retrofit – NRWS; and RP-1 Flare Improvements.

The following items were received and filed by the Board:

- D. ACCOUNTS PAYABLE OPERATIONAL AND INTERNAL CONTROL AUDIT REPORT REVIEW OF PROCURE TO PAY PROCESS FOR MATERIALS AND SUPPLIES (WRITTEN/POWERPOINT)
- E. <u>CONTRACTS AND PROCUREMENT FOLLOW-UP AUDIT 2022</u> (WRITTEN/POWERPOINT)

- F. PROGRESS UPDATE FOR ALL PROCURE TO PAY AUDIT RECOMMENDATIONS (WRITTEN/POWERPOINT)
- G. <u>INTERNAL AUDIT DEPARTMENT QUARTERLY STATUS REPORT FOR DECEMBER 2022 (WRITTEN)</u>
- H. FEDERAL LEGISLATIVE REPORT FROM CARPI AND CLAY (WRITTEN)
- I. STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN)
- J. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- K. RP-5 EXPANSION PROJECT UPDATE DECEMBER 2022 (POWERPOINT)
- L. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)

# 5. AGENCY REPRESENTATIVES' REPORTS

#### A. SANTA ANA WATERSHED PROJECT AUTHORITY REPORT

Director Tule reported that at the December 6 Commission meeting, the Commission conveyed special commendations to Pete Vitt for 25 years of service and Rick Whetsel for 20 years of service. He added that the Commission also authorized the execution of a General Services Agreement and Task Order to provide Information Technology Services.

Director Tule reported that at the December 20 Commission meeting, the Commission approved the updated SAWPA Reserve Policy and heard several informational items.

# B. METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA REPORT

Vice President Camacho reported that Chair-elect Ortega has selected the Chairs and Vice Chairs for each of the MWD Committees as well as announced his selections for Vice Presidents of the Board.

General Manager Deshmukh noted that the drought was a big topic of discussion as the Board authorized the extension of the Emergency Water Conservation Plan through June 2023. MWD took action to utilize state funds to hire an additional 17 employees to help expedite work on the 150 MGD potable reuse Pure Water Southern California project. General Manager Deshmukh congratulated Director Camacho on his new role on the Metropolitan Board as Vice Chair for Strategic Communications and Engagement.

# C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

There was nothing to report.

#### D. CHINO BASIN WATERMASTER REPORT

President Elie reported that at the November 17 Chino Basin Watermaster Board meeting, the Watermaster Board considered matters of a routine nature.

#### E. CHINO BASIN DESALTER AUTHORITY REPORT

Director Tule reported that at the December 1 Special Board meeting, the CDA Board conducted an Election of Officers and Committee appointments.

#### F. INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY REPORT

There was nothing to report.

#### 6. GENERAL MANAGER'S REPORT

There was nothing to report.

#### 7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no requested future agenda items.

#### 8. DIRECTORS' COMMENTS AND CONFERENCE REPORTS

Director Hall stated she attended the ACWA 2022 Fall Conference & Exhibition from November 29 through December 1 and the 2022 Colorado River Water Users Association Conference from December 14 through December 16.

President Elie stated that he attended and provided an IEUA update at the December 13 Chino City Council Meeting and the December 14 Chino Valley Fire District Board Meeting.

#### 9. CLOSED SESSION

The Board recessed to Closed Session at 11:43 a.m.:

## A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

1. Workers' Compensation Claim Nos. IEUC-000495; 4A2208YJ8LZ-0001

# B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2)(e)1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION One Case

## C. PURSUANT TO GOVERNMENT CODE SECTIONS 54957 AND 54957.6 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

1. General Manager

The meeting resumed at 11:56 a.m. and General Counsel Jean Cihigoyenetche stated that the Board discussed Item 9A and 9B had no reportable actions. Item 9C was not discussed due to time constraints.

#### **ADJOURNMENT**

President Elie adjourned the meeting at 11:56 a.m.

Jasmin A. Hall, Secretary/Treasurer

**APPROVED: JANUARY 18, 2023** 

CONSENT CALENDAR ITEM

**2B** 



**Date:** January 18, 2023

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

**Committee:** 

**Staff Contact:** Shivaji Deshmukh, General Manager

**Subject:** Adopt Resolution No. 2023-1-2, Making Certain Findings and Determinations Regarding Special Rules for Conducting Meetings through Teleconference

#### **Executive Summary:**

On March 4, 2020, Governor Newsom declared a state of emergency pursuant to Government Code 8625 due to the COVID-19 pandemic and recommended, together with local officials, measures for social distancing to assist in abating the spread of COVID-19; and on March 17, 2020, the Governor issued Executive Order N-29-20 which, among other things, suspended certain Brown Act rules governing the use of teleconferencing for local agency board meetings. Executive Order N-29-20 expired on September 30, 2021. In response to the ongoing COVID-19 pandemic, the California legislature enacted, and the Governor signed into law, AB 361 amending portions of Government Code 54953, allowing for the continued use of teleconferencing for local agency board meetings while suspending the conditions and restrictions of Government Code 54953(b)(3) if the legislative body of the local agency makes certain findings. The legislative body must make these findings every 30 days to continue the use of teleconferencing.

Staff is recommending that the Board of Directors makes the necessary findings and determinations and Adopt Resolution No. 2023-1-2 to continue to conduct meetings through teleconference for a period of 30 days.

#### **Staff's Recommendation:**

Adopt Resolution No. 2023-1-2, Making Certain Findings and Determinations Regarding Special Rules for Conducting Meetings through Teleconference.

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

Fiscal Impact (explain if not budgeted):

None.

#### **Prior Board Action:**

The Board adopted Resolution No. 2021-10-1 on Oct. 6, 2021. On Nov. 3, Nov. 17, Dec. 8, 2021, Jan. 5, Feb. 2, Mar. 2, Apr, 6, May 18, June 15, July 6, Aug. 17, Sept. 7, Sept. 21, Oct. 19, Nov. 16, and Dec. 21, 2022, the Board adopted Resolution Nos. 2021-11-6, 2021-11-1, 2021-12-1, 2022-1-1, 2022-2-1, 2022-3-1, 2022-4-7, 2022-5-6, 2022-6-10, 2022-7-2, 2022-8-1, 2022-9-2, 2022-9-3, 2022-10-1, 2022-11-7, and 2022-12-6, respectively, making cont. findings and determinations regarding special rules for conducting meetings through teleconference.

#### **Environmental Determination:**

Not Applicable

#### **Business Goal:**

The Adoption of a Resolution to make findings for conducting meetings through teleconference is consistent with the IEUA's commitment to applying ethical, fiscally responsible, transparent and environmentally sustainable principles to all aspects of business and organizational conduct.

#### **Attachments:**

Attachment 1 - Resolution No. 2023-1-2

Board-Rec No.: 23019

#### RESOLUTION NO. 2023-1-2

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING SPECIAL RULES FOR CONDUCTING MEETINGS THROUGH TELECONFERENCE

WHEREAS, Inland Empire Utilities Agency ("IEUA") is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code; and

WHEREAS, all meetings of the Board of Directors of IEUA are conducted in open and public settings in compliance with the Ralph M. Brown Act (Brown Act) so that any member of the public may attend, participate and watch the Agency's Board of Directors conduct their business; and

WHEREAS, on March 4, 2020, the Governor declared a state of emergency pursuant to Government Code 8625 due to the COVID-19 pandemic and has recommended, together with local officials, measures for social distancing to assist in abating the spread of COVID-19; and

**WHEREAS**, on March 17, 2020, the Governor issued Executive Order N-29-20 which, among other things, suspended certain Brown Act rules governing the use of teleconferencing of local agency board meetings; and

WHEREAS, the California legislature has enacted, and the Governor has signed into law, AB 361 amending portions of Government Code 54953, allowing for the continued use of teleconferencing for local agency board meetings while suspending the conditions and restrictions of Government Code 54953(b)(3) if the legislative body of the local agency makes certain findings; and

**WHEREAS,** On October 6, 2021 the Board of Directors of the Inland Empire Utilities Agency approved Resolution 2021-10-1 making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On November 3, 2021 the Board of Directors of the Inland Empire Utilities Agency approved Resolution 2021-11-6 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On November 17, 2021 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2021-11-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On December 8, 2021 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2021-12-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On January 5, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-1-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On February 2, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-2-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On March 2, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-3-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On April 6, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-4-7 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On May 18, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-5-6 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On June 15, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-6-10 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

**WHEREAS,** On July 6, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-7-2 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On August 17, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-8-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On September 7, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-9-2 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On September 21, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-9-3 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On October 19, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-10-1 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On November 16, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-11-7 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

WHEREAS, On December 21, 2022 the Board of Directors of the Inland Empire Utilities Agency approved Resolution No. 2022-12-6 again making certain factual findings, and authorizing the continued use of teleconferencing for IEUA Board meetings for an effective period of 30 days; and

**WHEREAS**, the Board of Directors must now determine whether to extend the effective period of Resolution No. 2023-1-2 for an additional 30 days, making the appropriate factual findings in support thereof;

Resolution No. 2023-1-2 Page 4 of 6

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Inland Empire Utilities Agency hereby make the following findings and determinations:

**SECTION 1.** The Governor has proclaimed a state of emergency on March 4, 2020 which continues.

**SECTION 2.** The Governor and local officials have promoted the use of social distancing as a method to abate the spread of COVID-19 within the community. The Board of Directors finds that conducting in person meetings of the IEUA Board of Directors would be inimical to social distancing and would present imminent risks to the health or safety of the attendees and conducting meetings by teleconference would diminish that risk.

**SECTION 3**. The Board of Directors will continue to conduct Board meetings by teleconference in compliance with Government Code 54953(e) until such time as the Governor has terminated the state of emergency and the risk to health and safety of meeting attendees is sufficiently diminished or as otherwise required by law. Notice of meetings and posted agendas will contain information which allows members of the public to access the meeting and address the Board of Directors and offer public comment including an opportunity for all persons to attend via a call-in option or an internet-based service option.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption and shall be effective for 30 days or until such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code 54953(e)(3) to extend the time during which meetings of the Board of Directors may be conducted by teleconference without compliance with Government Code 54953(3)(b).

**ADOPTED** this 18<sup>th</sup> day of January, 2023.

Marco Tule, President of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

Resolution No. 2023-1-2	
Page 5 of 6	
ATTEST:	

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency\* and of the Board of Directors thereof

Resolution No. 2023-1-2 Page 6 of 6	
STATE OF CALIFORNIA )	
COUNTY OF SAN BERNARDINO )	
I, Jasmin A. Hall, Secretary/Treasurer of	of the Inland Empire Utilities Agency*,
DO HEREBY CERTIFY that the foregoing Re	esolution being No. 2023-1-2, was adopted
at a regular meeting on January 18, 2023, of sa	id Agency by the following vote:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
In	asmin A. Hall, Secretary/Treasurer of the aland Empire Utilities Agency* and of the oard of Directors thereof
(SEAL)	
*A Municipal Water District	

CONSENT CALENDAR ITEM

**2C** 



**Date:** January 18, 2023

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

**Committee:** Finance & Administration 01/11/23

**Staff Contact:** Kristine Day, Assistant General Manager

**Subject:** Report on General Disbursements

#### **Executive Summary:**

Total disbursements for the month of November 2022 were \$28,825,460.19. Disbursement activity included check payments of \$581,830.65 to vendors and \$27,087.62 for worker's compensation related costs. Electronic payments included the Automated Clearing House (ACH) of \$16,202,915.49 and wire transfers (excluding payroll) of \$10,149,384.71. The total payroll was \$1,858,026.57 for employees and \$6,215.15 for the Board of Directors.

#### **Staff's Recommendation:**

Approve the total disbursements for the month of November 2022 in the amount of \$28,825,460.19.

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

Fiscal Impact (explain if not budgeted):

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

#### **Prior Board Action:**

On December 21, 2022 the Board of Directors approved the October 2022 Report on General Disbursements totaling \$24,401,932.26.

#### **Environmental Determination:**

Not Applicable

#### **Business Goal:**

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

#### **Attachments:**

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

Attachment 3 - PowerPoint

Board-Rec No.: 23000



## Background

Subject: Report on General Disbursements

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

**Table 1: Disbursement Details** 

Attachment	Payment Type	Amount
2A	Vendor Checks	\$ 581,830.65
2B	Workers' Comp Checks	\$ 27,087.62
2C	Vendor ACHs	\$ 16,202,915.49
2D	Vendor Wires (excludes Payroll)	\$ 10,149,384.71
2E	Payroll-Net Pay-Directors	\$ 6,215.15
2F	Payroll-Net Pay-Employees	\$ 1,858,026.57
	\$28,825,460.19	

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

Vendor	Amount	Description
WM LYLES COMPANY	\$ 7,133,946.44	Professional Svc's for EN19001- RP-5 Expansion to 30 mgd; EN19006- RP-5 Biosolids Facility.
CALPERS	\$ 4,500,000.00	Retirement Unfunded Liability
MWD	\$ 3,984,616.70	September 2022 Water Purchases
SO CALIF EDISON	\$ 867,745.61	9/02/22 – 11/02/22 Electricity
MNR CONSTRUCTION INC	\$ 812,400.23	Professional Svc's for RW15003.06- Wineville/Jurupa/Force Main Improvements
INTERNAL REVENUE SERVICE	\$ 744,438.31	P/R 22, 23; Dir 11 Taxes
PERS	\$ 726,138.71	11/22 Health Ins; P/R 22, 23
PARSONS WATER & INFRUSTRUCTURE	\$ 668,666.92	Professional Svc's for EN19001- RP-5 Expansion to 30 mgd; EN19006- RP-5 Biosolids Facility.

# Attachment 2A

Vendor Checks

Inland Empire Util.Agency Chino, CA Company code 1000

#### Check Register CBB Disbursement Account -November'22

User:

12/19/2022 / 09:26:28 CCAMPBEL

1

Page:

ONTARIO CA 917610000

Bank Bank Key Acct number

CBB 122234149 CHECK

CITIZENS BUSINESS BANK

231167641

ᄱ	-	~1		
11	-		Κ.	

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./voi
235632	2200125538	11/03/2022	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS TX	11/10/202
235633	2200125529	11/03/2022	USD	2,695.20	CINIAS CORPORATION- LOC#150 PHOENIX AZ	11/14/202
235634	2200125542	11/03/2022	USD	2,548.38	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	11/14/202
235635	2200125541	11/03/2022	USD	901.28	FRANCHISE TAX BOARD SACRAMENTO CA	11/14/202
235636	2200125537	11/03/2022	USD	466.94	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	11/14/202
235637	2200125532	11/03/2022	USD	1,000.00	GARDENSOFT CORPORATION THOUSAND OAKS CA	11/08/202
235638	2200125536	11/03/2022	USD		LARGE, MOLLY RIVERSIDE CA	11/07/202
235639	2200125527	11/03/2022	USD		O F WOLFINBARGER, INC. CHINO CA	11/16/202
235640		11/03/2022		2,021.94	ON CALL MECHANICAL SERVICES INFALLBROOK CA	11/08/202
235641		11/03/2022		330.84	PERS LONG TERM CARE PROGRAM PASADENA CA	11/09/202
235642		11/03/2022		16,940.00	PROJECT PARTNERS INC LAGUNA HILLS CA	11/08/202
235643	2200125533	11/03/2022	USD	1,435,25	QUINN RENTAL SERVICES CITY OF INDUSTRY CA	11/14/202
235644		11/03/2022		2,762.77	REM LOCK & KEY ONTARIO CA	11/14/202
235645	!	11/03/2022	•	224.00	SAN BERNARDINO COUNTY RECORDERSAN BERNARDINO CA	
235646	1	11/03/2022	j.		SMITH & LOVELESS INC LENEXA KS	11/15/202
235647		11/03/2022			SOUTH COAST AOMD DIAMOND BAR CA	11/09/202
235648		11/03/2022			STATE OF CALIFORNIA WEST SACRAMENTO CA	11/15/202
235649		11/03/2022			THE SHREDDERS COMMERCE CA	11/08/202
235650		11/03/2022			TONY PAINTING GARDEN GROVE CA	11/09/202
235651		11/03/2022			USA BLUE BOOK GURNEE II	11/08/202
235652	!	11/03/2022	r		VERIZON WIRELESS DALLAS TX	11/18/202
235653		11/03/2022		316 99	VISIA PAINT CORP FULLERION CA	11/15/202
235654	2200125520	11/03/2022	מפטו	25.00	WILCO LIFE INSURANCE COMPANY CHARLOTTE NC	11/08/202
235655	2200125510	11/03/2022	TITETO	23.00	WORLDWIDE EXPRESS PASADENA CA	11/18/202
235656		11/07/2022		203.22	SAM'S CLUB/SYNCHRONY BANK ATLANTA GA	11/07/202
235657		11/07/2022			AMERICAN HERITAGE LIFE INSURANDALIAS TX	11/15/202
235658		11/08/2022			CAL FIRE SACRAMENTO CA	11/22/202
235659		11/08/2022				11/15/202
235660		11/08/2022		2,084.85	CTITY OF CHINO CHINO CA	11/16/202
235661		111/08/2022		1,539.00	CITY OF ONIARIO ONIARIO CA	11/17/202
235662				1,011.06	COLE PARMER INSTRUMENT CO CHICAGO IL	11/14/202
235663		11/08/2022		1,950.00	CPS HR CONSULTING LOS ANGELES CA	11/15/202
		3 11/08/2022		9,905.67	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	11/15/202
235664		11/08/2022		1,396.68	EXPRESS PIPE & SUPPLY LOS ANGELES CA	11/14/202
235665		11/08/2022			FIDELITY SECURITY LIFE INSURANCINCINNATI OH	11/17/202
235666		11/08/2022			Lea Manske Ontario	
235667		11/08/2022		165.42	PERS LONG TERM CARE PROGRAM PASADENA CA	11/14/202
235668		11/08/2022		13,062.50	PROJECT PARINERS INC LAGUNA HILLS CA	11/15/202
235669	1	11/08/2022	3	3,452.63	STAFFING NEIWORK LLC ITASCA IL	12/06/202
235670		11/08/2022		2,882.78	SUNBELT RENTALS INC FORT MILL SC	11/25/202
235671		11/08/2022		237.87	THOMAS SCIENTIFIC SWEDESBORO NJ	11/17/202
235672		11/08/2022		2,096.82	XYLEM DEWATERING SOLUTIONS INCCHICAGO IL	11/14/202
235673		7 11/10/2022		4,466.21	CINTAS CORPORATION- LOC#150 PHOENTX AZ	11/18/202
235674		11/10/2022		324.38	CUCAMONGA VALLEY WATER DISTRICLOS ANGELES CA	11/16/202
235675	2200125675	5 11/10/2022	USD	9,500.00	ENVIRONMENTAL SYSTEMS RESEARCHLOS ANGELES CA	11/14/202

Inland Empire Util. Agency Chino, CA Company code 1000

CBB

CHECK

122234149

231167641

#### Check Register CBB Disbursement Account -November 22

User:

12/19/2022 / 09:26:28 CCAMPBEL

Page:

CITIZENS BUSINESS BANK

ONTARIO CA 917610000

Bank

Bank Key

Acct number

Check Check number from to Payment. Pmnt date Crcy Amount paid (FC) Recipient/void reason code Enca./void 235676 2200125681 11/10/2022 USD 642.44 FONTANA WATER COMPANY FONTANA CA. 11/16/2022 235677 2200125683 11/10/2022 USD 447.37 FRANCHISE TAX BOARD SACRAMENTO CA 235678 2200125682 11/10/2022 USD 2,155.39 FRONTIER COMMUNICATIONS CORP CINCINNATI OH 11/21/2022 235679 2200125676 11/10/2022 USD 2,536.70 NEW RESOURCES GROUP INC FAIRFIELD CT 11/16/2022 235680 2200125678 11/10/2022 USD 130.40 QUINN COMPANY CITY OF INDUSTRY CA 11/21/2022 235681 2200125680 11/10/2022 USD 2,776.40 SO CALIF GAS MONTEREY PARK CA 11/21/2022 2200125674 11/10/2022 USD 235682 1,372.36 VERIZON WIRELESS DALLAS TX 11/17/2022 235683 2200125691 11/15/2022 USD 230.57 CITY OF CHINO CHINO CA 11/23/2022 235684 2200125689 11/15/2022 USD 3,347.00 CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA 11/25/2022 235685 2200125693 11/15/2022 USD 302.88 CUCAMONGA VALLEY WATER DISTRICTOS ANGELES CA 11/23/2022 235686 2200125688 11/15/2022 USD 1,501.86 FLUKE ELECTRONICS CORPORATION CHICAGO IL 11/21/2022 235687 2200125694 11/15/2022 USD 2,905.71 FRONTIER COMMUNICATIONS CORP CINCINNATI OH 11/29/2022 235688 2200125687 11/15/2022 USD 317.61 GENERAL BOTTLE INC LOS ANGELES CA 11/23/2022 235689 2200125692 11/15/2022 USD 3,437.24 ONTARIO MUNICIPAL UITLITIES COONTARIO CA 11/23/2022 235690 2200125690 11/15/2022 USD 800.00 ZIKSANA CONSULTING INC SAN DIEGO CA 12/01/2022 235691 2200125782 11/17/2022 USD 446.54 APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA 11/21/2022 2200125787 11/17/2022 USD 235692 152.91 CHINO HILLS FORD CHINO CA 11/23/2022 235693 2200125790 11/17/2022 USD 6,529.00 CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA 11/23/2022 235694 2200125785 11/17/2022 USD 858.80 FLW INC HUNTINGTON BEACH CA 11/23/2022 235695 2200125797 11/17/2022 USD 835.42 FRANCHISE TAX BOARD SACRAMENTO CA 235696 2200125796 11/17/2022 USD 82.18 FRONTIER COMMUNICATIONS CORP CINCINNATI OH 11/29/2022 235697 2200125784 11/17/2022 USD 112.55 GENERAL BOTTLE INC LOS ANGELES CA 11/23/2022 235698 2200125789 11/17/2022 USD 905.00 H2 ENVIRONMENTAL CONSULTING SECHINO CA 11/22/2022 235699 2200125792 11/17/2022 USD 352.00 LITTLE SISTER'S TRUCK WASH, INFONTANA CA 12/13/2022 235700 2200125786 11/17/2022 USD 22,439.38 PROJECT PARTNERS INC LAGUNA HILLS CA 11/22/2022 235701 2200125794 11/17/2022 USD 61.69 QUINN COMPANY CITY OF INDUSTRY CA 11/25/2022 235702 2200125788 11/17/2022 USD 2,559.60 SAN BERNARDINO COUNTY SAN BERNARDINO CA 12/12/2022 235703 2200125795 11/17/2022 USD 143.03 SO CALIF GAS MONTEREY PARK CA 11/25/2022 235704 2200125783 11/17/2022 USD 620.61 SOUTH COAST AQMD DIAMOND BAR CA 11/28/2022 235705 2200125793 11/17/2022 USD 118,260.75 TONY PAINTING GARDEN GROVE CA 11/22/2022 235706 2200125791 11/17/2022 USD 12,336.86 UTILIQUEST LLC ALPHARETTA GA 11/28/2022 235707 2200125852 11/22/2022 USD 80.00 ABSOLUTE STANDARDS INC HAMDEN CT 12/02/2022 235708 2200125845 11/22/2022 USD 2,370.00 CALIF WATER ENVIRONMENT ASSOC OAKLAND CA 12/08/2022 235709 2200125848 11/22/2022 USD 2,075.93 CINTAS FIRST AID & SAFETY LOCCINCINNATI OH 12/02/2022 235710 2200125846 11/22/2022 USD 4,274.56 COCA-COLA NORTH AMERICA ONTARIONTARIO CA 12/08/2022 2200125849 11/22/2022 USD 235711 385.00 CWEA-SARBS CHINO HILLS CA 235712 2200125854 11/22/2022 USD 1,048.53 FRONTIER COMMUNICATIONS CORP CINCINNATI OH 12/02/2022 235713 2200125853 11/22/2022 USD 89.87 ONIARIO MUNICIPAL UTILITIES COONIARIO CA 11/29/2022 235714 2200125855 11/22/2022 USD 206.77 PERS LONG TERM CARE PROGRAM PASADENA CA 11/30/2022 235715 2200125847 11/22/2022 USD 65.00 SCAP ENCINITAS CA 12/02/2022 235716 2200125850 11/22/2022 USD 9,172.00 V & A CONSULTING ENGINEERS OAKLAND CA 11/28/2022 2200125851 11/22/2022 USD 235717 723.86 VARIGREEN MECHANICAL SERVICES CERRITOS CA 12/13/2022 235718 2200125844 11/22/2022 USD 672.76 VWR INTERNATIONAL LLC RADNOR PA 235719 2200125966 11/29/2022 USD 260.76 AUTOMATIONDIRECT.COM INC ATLANTA GA 12/05/2022

Inland Empire Util.Agency Chino, CA Company code 1000

## Check Register CBB Disbursement Account -November'22

12/19/2022 / 09:26:28 User:

CCAMPBEL

Page:

3

ONTARIO CA 917610000

Bank Bank Key Acct number

CBB 122234149 CHECK

CITIZENS BUSINESS BANK

231167641

Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
235720 235721 235722 235723 235724 235725 235726 235727 235728 235729 235730 235731 235731 235732 235733 235733 235733 235734 235735 235736	2200125976 2200125974 2200125968 2200125965 2200125969 2200125977 2200125960 2200125975 2200125973 2200125964 2200125963 2200125963 2200125964 2200125966	11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022 11/29/2022	USD	8,249.33 1,134.70 2,465.59 375.30 4,496.00 5,137.47 1,351.32 942.99 1,183.41 790.00 20,850.00 30,000.00 1,488.00 25.94	BANK OF AMERICA, N.A. CHARLOTTE NC BURRIEC WASTE INDUSTRIES INC FONTANA CA CAL FIRE - STATE OF CALIFORNIAWEST SACRAMENTO CA CINTAS CORPORATION- LOC#150 PHOENIX AZ CINTAS FIRST AID & SAFETY LOCCINCINNATI OH CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA CUMMINS SALES AND SERIVCE COLUMBUS IN FRONTIER COMMUNICATIONS CORP CINCINNATI OH GUY L WARDEN & SONS CERRITOS CA CNIARIO MUNICIPAL UTILITIES COCNTARIO CA POWERHOUSE COMBUSTION AND MECHSANTA ANA CA PROJECT PARINERS INC LAGUNA HILLS CA SAN BERNARDINO COUNTY SAN BERNARDINO CA STAFFING NETWORK LIC CAROL STREAM IL THOMAS SCIENTIFIC PITTSBURGH PA VERIZON WIRELESS DALLAS TX WORLDNIDE EXPRESS PASADENA CA	12/01/202; 12/12/202; 12/06/202; 12/06/202; 12/07/202; 12/05/202; 12/05/202; 12/2/202; 12/05/202; 12/12/202; 12/12/202; 12/12/202; 12/12/202; 12/05/202; 12/05/202; 12/05/202; 12/05/202; 12/05/202; 12/05/202; 12/08/202;
Payment method Check			USD	581,830.65		121, 02, 232

Total of all entries

#### Check Register CBB Disbursement Account -November 22

12/19/2022 / 09:26:28

CCAMPBEL

		_	_			rage.	2
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void
**			USD	581,830.65			
							- C

## Attachment 2B

# Workers' Comp Checks

Inland Empire Util.Agency Chino, CA Company code 1000

## Check Register CBB Workers Compensation Account-Nov '22

User: Page:

12/19/2022 / 09:27:17

CCAMPBEL

Bank Bank Key

Acct number

CBB 122234149

WCCM2

CITIZENS BUSINESS BANK

231159290

ONTARIO CA 917610000

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
100238	2200126506	11/02/2022	USD	452.52	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100239		11/02/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100240	2200126508	11/02/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100241	2200126509	11/02/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS 'IN	1
100242	2200126510	11/02/2022	USD		YORK RISK SERVICES CROUP INC MEMPHIS IN	
100243		11/02/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100244	2200126512	11/02/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100245		11/02/2022		i	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100246	2200126514	11/02/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	-
100247	2200126515	11/09/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	i
100248		11/09/2022		630.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	1
100249	2200126517	11/09/2022	USD	78.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100250	2200126518	11/09/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100251		11/09/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100252	2200126520	11/09/2022	USD	140.37	YORK RISK SERVICES GROUP INC MEMPHIS IN	-
100253		11/09/2022		165.18	YORK RISK SERVICES GROUP INC MEMPHIS IN	ŀ
100254	2200126522	11/09/2022	USD	55.50	YORK RISK SERVICES GROUP INC MEMPHIS IN	ŀ
100255	2200126523	11/09/2022	USD	80.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	1
100256	2200126524	11/16/2022	USD	1,133.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	-
100257	2200126525	11/16/2022	USD	1,959.56	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100258	2200126526	11/16/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS TN	-
100259	2200126527	11/16/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100260	2200126528	11/16/2022	USD	í	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100261	2200126529	11/16/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100262		11/16/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100263		11/16/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100264		11/16/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100265	2200126533	11/16/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100266	2200126534	11/16/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100267		11/16/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100268		11/16/2022		2,530.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100269	2200126537	11/23/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	1
100270	2200126538	11/23/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	-
100271	2200126539	11/23/2022	USD	1.035.00	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100272		11/23/2022		637.36	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100273		11/23/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100274		11/23/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	
100275	2200126543	11/23/2022	USD	178.03	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100276	2200126544	11/23/2022	USD	459 40	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100277	2200126545	11/23/2022	USD		YORK RISK SERVICES GROUP INC MEMPHIS IN	
100278	2200126546	11/23/2022	USD	69.88	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100279	2200126547	11/30/2022	USD	835 61	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100280		11/30/2022		155.91	YORK RISK SERVICES GROUP INC MEMPHIS IN	
100281	:	11/30/2022			YORK RISK SERVICES GROUP INC MEMPHIS IN	

Inland Empire Util.Agency Chino, CA Company code 1000

Check Register
CBB Workers Compensation Account-Nov '22

12/19/2022 / 09:27:17 User:

CCAMPBEL

Company code 1000						Page:	2		
Bank Bank Key				BUSINESS BANK CNTARIO CA					
Acct number	WCOM2	231159290							
Checks created manual	lly								
. Check number from to	o Paymen	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code		Enca./void		
100282	220012	550 11/30/2022	USD	18.50	YORK RISK SERVICES GROUP INC MEMPHIS IN				
* Payment method Check	ks created manu	lly	USD	27,087.62					

Total of all entries

## Check Register CBB Workers Compensation Account-Nov '22

12/19/2022 / 09:27:17 User:

CCAMPBEL

Page:

Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	27,087.62		

# Attachment 2C

Vendor ACHs

	: ZFIR TREASURER ./01/2022 ~ 11/30/202		ies Agency	Page 1 Date 12/19/2022
Check	Payee / Description	1		Amount
ACH	ROYAL INDUSTRIAL SO Pressure Switch Labor Powerflex Fan	LUTIONS  ROYAL INDUSTRIAL SOL	6441-1042475 6441-1063643 6441-1058790	2,465.03 750.00 4,517.01  7,732.04
ACH	AGILENT TECHNOLOGIE Base, Neutral Extra Custom Inorganic St Screw Caps Antimony, Boron, Sele Metyhl Isobutl Keto DB-5, Liner, Tuning M	ctables Std andard nium,Thallium		558.15 711.96 66.21 143.41 30.49 2,859.39  4,369.61
ACH	PALM AUTO DETAIL IN 9/22 Carwash Svcs f	C /Agency Fleet Vehicle PALM AUTO DETAIL INC		3,516.00  3,516.00
ACH	CASC ENGINEERING AN EN21057-6/22 Prof S RW15003.6-9/22 Prof	D CONSULTIN VCS	0046715 0047394	3,151.65 6,154.20  9,305.85
ACH	PARSONS WATER & INF EN19001/EN19006-7/3	RASTRUCTURE	2209A163	289,615.23
		PARSONS WATER & INFR	ASTRUCTURE\$	289,615.23
ACH	ROBERT HALF MANAGEM Soto, A-WE 9/02/22 Reyes, G-WE 10/21/22 Reyes, G-WE 9/9/22 Brown, K-WE 10/14/22 Brown, K-WE 10/14/22 Brown, K-WE 10/14/22 Bassinger, M-WE 10/22 Soto, A-WE 10/7/22 Brown, K-WE 10/7/22 Soto, A-WE 9/23/22 Soto, A-WE 9/9/22 Soto, A-WE 8/19/22 Soto, A-WE 8/19/22 Soto, A-WE 8/26/22		60681260 60946778 60715942 60937757 60917424 60699832 60945746 60875426 60877529 60883965 60784116 60704481 60582717 60623530	2,266.25 3,600.00 2,700.00 1,580.00 2,712.86 2,370.00 3,598.00 1,942.50 3,600.00 2,370.00 2,370.00 2,590.00 1,942.50 2,619.14 2,598.74
		ROBERT HALF MANAGEMEN	NT RESOURC\$	36,489.99
ACH	GK & ASSOCIATES 4600002849-9/22 Prof	f Svcs	22-084	28,696.00
		GK & ASSOCIATES	\$	28,696.00
ACH	DAVID WHEELER'S PEST HQA&B-8/8 Rodent Cor		63030	738.00

	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ies Agency	Page 2 Date 12/19/2022
Check	Payee / Description		Amount
	ALL-9/28 Svcs HQA&B-8/17 Rodent Control Svcs CCWRF-8/17 Rat Control Svcs CCWRF-8/8 Squirrel Control Svcs RP2-8/8 Rodent Control Svcs	63266 63099 63034 63033 63031	524.00 1,565.00 1,032.00 1,130.00 248.00
	DAVID WHEELER'S PEST	CONTROL I\$	5,237.00
ACH	ROGER BRYENTON & ASSOCIATES Inflatable Rubber Dam Insp.Asses and Rep	2022-002	1,460.00
	ROGER BRYENTON & ASS	OCIATES \$	1,460.00
ACH	EVOQUA WATER TECHNOLOGIES LLC Pillow Block, Gaskets, Seal-Pipe	905464062	4,031.93
	EVOQUA WATER TECHNOL	OGIES LLC \$	4,031.93
ACH	MANAGED MOBILE INC Repair Parts/Labor F/Veh 1822 BIT Safety Inspection f/Veh 1900	IN00-0248144 IN00-0246806	608.75 309.90
	MANAGED MOBILE INC	\$	918.65
ACH	KEARNS & WEST 9/1-9/30 Prof Svcs	021829	14,981.01
	KEARNS & WEST	\$	14,981.01
ACH	DENALI WATER SOLUTIONS LLC RP2-8/22 Biosolids Hauling to IERCF RP1-5/22 Biosolids Hauling to IERCF RP1-7/22 Biosolids Hauling to IERCF RP2-7/22 Biosolids Hauling to IERCF	INV345172 INV323631 INV336949 INV336944	24,274.61 30,790.12 26,372.81 21,565.72
	DENALI WATER SOLUTION	NS LLC \$	103,003.26
ACH	THE GATE GUY Installation of Gate Operator	353	1,500.00
	THE GATE GUY	\$	1,500.00
ACH	PEAK SCIENTIFIC INC Genius XE35 120V	40025563	15,566.92
	PEAK SCIENTIFIC INC	\$	15,566.92
	SO CALIF EDISON MntclSpltBx-9/16-10/17 11294 Roswell Ave RP2MntLnchRm-9/16-10/17 16400 El Prado R 1630EPmpStn-9/16-10/17 7420 1/2 East MWDCB14/20-9/16-10/17 5752 East Ave/475 SBLfStn-9/15-10/16 13707 San Bernardino VctrBsn-9/19-10/18 13650 Victoria St	8001015118 10 8000414223 10 0478658163 10	66.15 4,736.67 49,538.72 81.52 2,608.29 49.45
	SO CALIF EDISON	\$	57,080.80
ACH	BENEFIT COORDINATORS CORPORATI 10/22 LTD, Agency Pd Life, Employee Pd Lif	11719	16,379.37

Report For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 3 Date 12/19/2022
Check	Payee / Description			Amount
		BENEFIT COORDINATORS	CORPORATI\$	16,379.37
ACH	WESTERN DENTAL PLAN 10/22 Agency Dental	Plan	10/22	1,942.79
		WESTERN DENTAL PLAN	\$	1,942.79
ACH	WEX HEALTH INC September 2022 Admin	ı Fees	0001600568-IN	237.50
		WEX HEALTH INC	\$	237.50
ACH	LEGALSHIELD 9/22 Employee Prepa	id Legal Services	9/22	179.40
		LEGALSHIELD	\$	179.40
ACH	AQUA BEN CORPORATION RP5-11,500 Lbs Hydro RP1-18,400 Lbs Hydro RP5-11,500 Lbs Hydro RP1-4600 Lbs Hydrofl	ofloc 748E ofloc 748E ofloc 748E	44797 44965 44847 44864	16,232.54 27,359.88 16,232.54 6,493.02
		AQUA BEN CORPORATION	\$	66,317.98
ACH	HARRINGTON INDUSTRIA Nipples, Couplings, PV Actuator		012M0964 012M0863	382.14 1,480.74
		HARRINGTON INDUSTRIAL	L PLASTICS\$	1,862.88
ACH	HOME DEPOT CREDIT SE RP2 MM HEAVY DUTY PI RP-1 MM Ceiling Tile GWR 4" PIVOT PERSONA WHSE LINCOLN STEEL E WHSE NITRILE LEVEL 4	STOL GRIP GREASE GUN : L AIR CIRCULATOR RUSH	3587488 4872077 974189 6903823 5636605	79.97 162.72 64.60 21.46 810.65
		HOME DEPOT CREDIT SER	RVICES \$	1,139.40
ACH	ROYAL INDUSTRIAL SOI Snap Action Switches Power Supplies, Micro Power Supply Post Base, Anchor, Nut Coil, Elbows, Battery Output Connectors Elbow Valve	Switch s, Washers, Bushing, St	6441-1070740 6441-1070548 6441-1070194 6441-1070509 6441-1066903 6441-1071091 6441-1071089	301.81 181.02 3,959.81 6,785.55 3,423.38 3,298.23 109.91
		ROYAL INDUSTRIAL SOLU	JTIONS \$	18,059.71
ACH	SANTA ANA WATERSHED July 2022 Truck Disc July 2022 Service August 2022 Truck Di August 2022 Service	•	10134 10141 10149 10155	26,150.53 80,465.68 16,913.41 81,830.48
		SANTA ANA WATERSHED	\$	205,360.10

Report	: ZFIR_TREASURER	Inland Empire Utilit	ies Agency	/ Pa	age 4
	/01/2022 ~ 11/30/202			Da	ate 12/19/2022
Check	Payee / Description				Amount
ACH	UNIVAR SOLUTIONS US RP5-11,540 Lbs Sodi TP1-11,875 Lbs Sodi CCWRP-12,235 Lbs So	um Bisulfite um Bisulfite	50654625 50659626 50654627		7,852.29 8,080.24 8,325.20
		UNIVAR SOLUTIONS USA	INC	\$	24,257.73
ACH	WAXIE SANITARY SUPP Towels, Nail Brush, D Trash Bags	LY egreaser,Kitchen Towe	81257991 81257871	_	1,608.93 293.08
		WAXIE SANITARY SUPPLY	Y	\$	1,902.01
ACH	CDM SMITH INC EN24002 7/3-8/27 Pro EN19024/EN19028-7/2 EN19024-9/4-10/8 Pro	-9/3 Prof Svcs	90159853 90159986 90162276		7,204.06 62,297.72 15,546.79
		CDM SMITH INC		\$	85,048.57
ACH	CHINO BASIN WATERMA 50% Cost Sharing-Mod 67% Cost Sharing-Sa 50% Cost Sharing-PB	del Mtgs,Tech Review linity Mgmt Plan WEI	2022-08-A 2022-08-C 2022-08-B	!	1,007.75 1,653.68 21,322.50
		CHINO BASIN WATERMAST	TER	\$	23,983.93
	GENESIS CONSTRUCTION Task A&B Brooks Bas		22-632-11	0	34,450.00
		GENESIS CONSTRUCTION		\$	34,450.00
	AGILENT TECHNOLOGIES Acrolein & Acrylonit		124354369	-	46.19
		AGILENT TECHNOLOGIES		\$	46.19
	RED WING SHOE STORE Emp Safety Shoe Purc	chase(s)	192-1-131	631	151.69
		RED WING SHOE STORE		\$	151.69
	PALM AUTO DETAIL INC 10/22 Carwash Svcs f	C E/Agency Fleet Vehicl	221099	_	4,228.96
		PALM AUTO DETAIL INC		\$	4,228.96
	BUTIER ENGINEERING 1 8/22 Prof Svcs	INC	IEUA 002		12,126.00
		BUTIER ENGINEERING IN	īC	\$	12,126.00
	JPR SYSTEMS INC Extension Module,Srg	g Protection Device,A	31588		725.70
		JPR SYSTEMS INC		\$	725.70
ACH	SCHNEIDER ELECTRIC S	SYSTEMS USA			

For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 22 Treasurer Report	res waerică	Page 5 Date 12/19/20
Check	Payee / Description	1		Amou
	RP2 DCS Foxboro Upo	date 2nd Milestone Pmt	94663243	110,071.7
		SCHNEIDER ELECTRIC S	YSTEMS USA\$	110,071.7
ACH	KENNEDY/JENKS CONSU EN22053.07 7/29-10/		158489	E 455 0
	ENZ2053.07 7/29-10/	KENNEDY/JENKS CONSUL		5,455.00 5,455.00
7.071	DODEDE HALE MANAGEN	<u> </u>	TANIS INC \$	5,455.00
ACH	ROBERT HALF MANAGEM Reyes, G-WE 9/23/22 Brown, K-WE 9/23/22 Soto, A-WE 8/12/22	ENT RESOURC	60784072 60796563 60541569	3,600.00 2,370.00 2,837.38
		ROBERT HALF MANAGEME	NT RESOURC\$	8,807.3
ACH	STANTEC CONSULTING EN22020-7/22-9/22 P		1986425	35,392.70
		STANTEC CONSULTING I	NC \$	35,392.7
ACH	NATIONAL CONSTRUCTI 10/12-11/8 Holding 10/20-11/16 Holding	Tank Rental	6742038 6752683	290.78 290.78
		NATIONAL CONSTRUCTION	n rentals \$	581.5
ACH	RSD Ball Valves, Valve M Cooler Pump, Float V	ounting Kit alves,Gripbelts,Pads	55377575-00 55377061-00	149.43 1,950.23
		RSD	\$	2,099.6
ACH	DETECTION INSTRUMEN Calibration	TS CORP	3310-53312	131.0
		DETECTION INSTRUMENT:	S CORP \$	131.0
ACH	PEST OPTIONS INC Professional Service	es Oct. 22	410646	4,302.93
		PEST OPTIONS INC	\$	4,302.93
ACH	ENDRESS & HAUSER IN Transmitter/Convers Wipers Piston Time-based Commission Piston Wiper, Motor, Coupling	ion Kit oning Svc	6002372334 6002353721 6002369908 6002335228 6002369909 6002366140	4,366.35 593.98 470.15 1,600.00 480.67 2,740.36
		ENDRESS & HAUSER INC	\$	10,251.51
ACH	GEI CONSULTANTS INC PL20003/PL20005- 7/2		3117556	18,763.70
		GEI CONSULTANTS INC	\$	18,763.70

	: ZFIR_TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ies Agency	Page 6 Date 12/19/2022
Check	Payee / Description		Amount
	CCWRP-4,874 Gals Sodium Hypochlorite HQ-4,778 Gals Sodium Hypochlorite RP4-4,920 Gals. Sodium Hypochlorite RP4-4,806 Gals Sodium Hypochlorite 4,900 Gals Sodium Hypochlorite RP1-4,924 Gals Sodium Hypochlorite RP1-4,864 Gals Sodium Hypochlorite TP1-4,880 Gals Sodium Hypochlorite	900197446 900197447 900194692 900195580 900195160 900194948 900194485 900193659	8,085.74 8,404.28 8,162.05 7,972.93 8,128.87 8,168.69 8,069.15 8,095.69
	OLIN CORP	\$	65,087.40
ACH	MEYERS NAVE 9/22 PFAS Issues	198936	12,107.50
	MEYERS NAVE	\$	12,107.50
ACH	IT VIZION INC CIPO V2 FY2023	INV-9369	26,381.00
	IT VIZION INC	\$	26,381.00
ACH	KAMBRIAN CORPORATION Production Support Subscription VMware	KINV12452	3,804.27
	KAMBRIAN CORPORATION	\$	3,804.27
ACH	SIEMENS INDUSTRY INC RP1 Influent Flow Meter	5607531714	2,987.91
	SIEMENS INDUSTRY INC	\$	2,987.91
	DAVID WHEELER'S PEST CONTROL I HQA&B-9/12 Squirrel Control Svcs CCWRF-9/12 Squirrel Control Svcs CCWRF-9/12 Rat Control Svcs HQA&B-9/12 Rodent Control Svcs RP2-9/12 Rodent Control Svcs RP5-8/17 Monthly Rodent Refills ALL-9/28 Inspections	63545 63549 63550 63546 63547 62962 63297	585.00 1,130.00 1,032.00 738.00 248.00 536.00 524.00
	DAVID WHEELER'S PEST	CONTROL I\$	4,793.00
		380-0020473 380-0007064	13,330.27 3,887.00
	GHD INC	\$	17,217.27
	CONSERV CONSTRUCTION INC WR21006-10/31/22 Prof Svcs - Lrg Lndscp WR22019/WR21019-10/31/22 Prof Svcs-Smll WR21025-10/31/22 Prof Svcs-Tune-up Progr	1982 1983 1984	23,443.56 45,158.40 52,042.90
	CONSERV CONSTRUCTION	INC \$	120,644.86
	ELECTRO-CHEMICAL DEVICES INC Sensor FC80	74603	6,694.86
	ELECTRO-CHEMICAL DEVI	CES INC \$	6,694.86

Report	: ZFIR_TREASURER Inland Empire Ut:	ilities Agency	Page 7
For 11	./01/2022 ~ 11/30/2022 Treasurer Repo	rt	Date 12/19/2022
Check	Payee / Description		Amount
ACH	ATKINSON, ANDELSON, LOYA, 9/22 General Labor Advice 8/22 General Labor Advice ATKINSON, ANDELSO	663414 660318 DN, LOYA, \$	19,838.50 11,746.76 
ACH	ENVIRONMENTAL SCIENCE ASSOCIAT D202000275.03-9/22 Prof Svcs ENVIRONMENTAL SCI	178832	1,425.26  1,425.26
ACH	CALIFORNIA WATER TECHNOLOGIES RP2-18,990.40 Lbs Ferric Chloride CCWRP-19,311.60 Lbs Ferric Chloride CALIFORNIA WATER	42753 42475	9,071.01 9,224.42  18,295.43
ACH	SKILLSOFT CORPORATION Percipio Business Expert 2.0 SKILLSOFT CORPORA	0000243060 ATION \$	41,436.46  41,436.46
ACH	MANAGED MOBILE INC Repair Parts/Labor f/Veh 1917 Repair Parts/Labor f/Veh 0613 Repair Parts/Labor f/Veh 1912 Repair Parts/Labor f/Veh 1913 Repair Parts/Labor f/Veh 1813 PM Level B f/Veh 1801 PM Level B f/Veh 1804 PM Level B f/Veh 1909 Repair Parts/Labor f/Veh 0801 Repair Parts/Labor f/Veh 0801 Repair Parts/Labor f/Veh 1805 Repair Parts/Labor f/Veh 1807 Repair Parts/Labor f/Veh 0807 Repair Parts/Labor f/Veh 0807 Repair Parts/Labor f/Veh 0809 Repair Parts/Labor f/Veh 0809 Repair Parts/Labor f/Veh 0809 Repair Parts/Labor f/Veh 1815 Repair Parts/Labor f/Veh 1820 BIT Safety Inspection f/Veh 2001 Repair Parts/Labor f/Veh 9902 BIT Safety Inspection f/Veh 1900 BIT Safety Inspection f/Veh 1810 Repair Parts/Labor f/Veh 1706 Repair Parts/Labor f/Veh 1817 Repair Parts/Labor f/Veh 1817 Repair Parts/Labor f/Veh 0810 Repair Parts/Labor f/Veh 1707 PM Level B f/Veh 1809 Repair Parts/Labor f/Veh 1203  MANAGED MOBILE IN	IN00-0252681 IN00-0252828 IN00-0252826 IN00-0252825 IN00-0252823 IN00-0252675 IN00-0252677 IN00-0252679 IN00-0252831 IN00-0252831 IN00-0252812 IN00-0252812 IN00-0252814 IN00-0252815 IN00-0252815 IN00-0252682 IN00-0252682 IN00-0252682 IN00-0252913 IN00-0252913 IN00-0252913 IN00-0252913 IN00-0252913 IN00-0252915 IN00-0252905 IN00-0252905 IN00-0252905 IN00-0252908 IN00-0252908	430.40
ACH	JC LAW FIRM 9/22 General Legal 9/22 Watermaster	1175 1170	25,292.50 14,252.50

For 11	: ZFIR TREASURER /01/2022 ~ 11/30/20	Inland Empire Utilit 22 Treasurer Report		Page 8 Date 12/19/202
Check	Payee / Description	ı		Amoun
	9/22 Regional Contr 9/22 Kaiser vs CBW0 9/22 Walker vs IEUA 9/22 Ortiz vs IEUA 9/22 City of Rancho 9/22 RCA Legal 9/22 Ontario vs IEU	CD (Ely Basin) A o Cucamonga vs IEUA JA (CBP)	1169 1171 1174 1173 1167 1168 1172	11,262.50 1,741.50 210.00 175.00 747.50 2,697.50 12,602.50
		JC LAW FIRM	\$	68,981.50
ACH	FLOW N CONTROL INC Replace Pump		205860	3,487.87
		FLOW N CONTROL INC	\$	3,487.87
ACH	YORKE ENGINEERING I Air Quality, Enviro	LC onmental, & Safety Ser	30909	5,373.04
		YORKE ENGINEERING LL	С \$	5,373.04
ACH	THE SOLIS GROUP RW15003.05-9/22 Pro EN17043/EN17110-9/2		9497 9614	1,484.00 1,500.00
		THE SOLIS GROUP	\$	2,984.00
ACH	RBC RESOURCES Professional Service	es 08/22	46	3,332.00
		RBC RESOURCES	\$	3,332.00
ACH	US ENVIRONMENTAL PR WIFIA Loan N20111CA WIFIA Loan 18124CA-	OTECTION AG -FEE02 Servicing Fee- FEE02 Servicing Fee-2	N20111CA-FEE0 N18124CA-FEE0	17,300.00 17,300.00
		US ENVIRONMENTAL PROT	rection ag\$	34,600.00
ACH	STAPLES CONTRACT & Keyboards Seat Cushion Seat Cushion Desk Pad Sparkling Water Pencils, Lead, Expo M	COMMERCIAL arkers,Planners,Noteb	3521089125 3521089126 3521089127 3521089129 3521089132 3521089133	71.09 42.55 42.55 54.37 193.12 296.68
		STAPLES CONTRACT & CO	OMMERCIAL \$	700.36
ACH	INLAND EMPIRE WINDU Pressure Regulators Flexhoses		042636 02 042746 01	4,715.94 68.25
		INLAND EMPIRE WINDUST	TRIAL CO \$	4,784.19
ACH	DIGITAL ASSURANCE C Annual Deficiency R		60568	2,500.00
		DIGITAL ASSURANCE CER	RTIFICATIO\$	2,500.00

Report For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 22 Treasurer Report	ies Agency	Page 9 Date 12/19/2022
Check	Payee / Description	1		Amount
	Pump Operator Train	ning	5339	19,362.78
		FLOWSERVE US INC	\$	19,362.78
ACH	INFINITE CONTROL SY October 2022 Monthl	STEMS INC y Maintenance Service	5260	2,960.00
_		INFINITE CONTROL SYS	TEMS INC \$	2,960.00
ACH	SKILL SURVEY INC Reference check Pr	e-Hire	2022-37197	7,000.00
		SKILL SURVEY INC	\$	7,000.00
ACH	BIG O FLOORING 9/7 Epoxy Installat	ion Svcs	20221012	40,660.00
		BIG O FLOORING	\$	40,660.00
ACH	KINGDOM CALIBRATION OXYGEN REPLACEMENT		1249	850.48
		KINGDOM CALIBRATIONS	INC \$	850.48
ACH	SHELL ENERGY NORTH RP1/RP2/RP5/CCWRP-9		202209	433,137.61
		SHELL ENERGY NORTH A	MERICA LP \$	433,137.61
ACH	IEUA EMPLOYEES' ASS P/R 22 11/4/22 Empl		HR 0109200	177.00
		IEUA EMPLOYEES' ASSO	CIATION \$	177.00
ACH	IEUA SUPERVISORS UN P/R 22 11/4/22 Empl		HR 0109200	345.00
		IEUA SUPERVISORS UNIC	ON ASSOCIA\$	345.00
ACH	IEUA GENERAL EMPLOY P/R 22 11/4/22 Empl		HR 0109200	969.10
		IEUA GENERAL EMPLOYE	ES ASSOCIA\$	969.10
ACH	INLAND EMPIRE UNITE P/R 22 11/4/22 Emplo		HR 0109200	21.00
		INLAND EMPIRE UNITED	WAY \$	21.00
ACH	IEUA PROFESSIONAL E P/R 22 11/4/22 Emplo		HR 0109200	648.00
		IEUA PROFESSIONAL EMI	PLOYEES AS\$	648.00
ACH	WEX HEALTH INC P/R 22 11/4/22 Cafe	teria Plan	HR 0109200	4,358.95
		WEX HEALTH INC	\$	4,358.95

	11/2022 11/30/202	Inland Empire Utilit 2 Treasurer Report	res rigeriey	Page 10 Date 12/19/2022
Check P	Payee / Description			Amount
	TITY EMPLOYEES ASSO P/R 22 11/4/22 Emplo	oyee Ded		
		CITY EMPLOYEES ASSOC	IATES \$	352.50
ACH G	ARCIA, CHRISTOPHER arcia,C-ExpRet-10/4	4-10/6 WSI22 Conferen	10/4-6 WSI22	457.84
		GARCIA, CHRISTOPHER	\$	457.84
	HARLES P CROWLEY CO as Mastrrr Non-Vacu	) uum Liquid Feed	30190	16,013.14
		CHARLES P CROWLEY CO	\$	16,013.14
	OUNTY SANITATION DI 2/23-4th QTR Wstwtr	ISTRICTS OF Trtmnt Surchg Adjus	1881662 22/23	173,645.79
		COUNTY SANITATION DIS	STRICTS OF\$	173,645.79
C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.C.	OME DEPOT CREDIT SE CWRF Ops Fiskars 29 WR door stop CWRF Ops 10x10 cand CWRF Ops Fiskars 29 CWRF Ops 10x10 cand	9" Bypass lopper ppy 9" Bypass lopper	9112145 7900279 1903489 7900082 7902938	24.76- 7.69- 48.46- 24.76 187.46
		HOME DEPOT CREDIT SER	RVICES \$	131.31
Ha Ab Fl	bsorb Boom langes, Wshld Clnr	n - Inv#9484594412 Return - Inv#9424801 er Boot,Ear Muffs,Plu	9475032745 9444634290	74.61- 377.84 1,155.99- 2,522.98
		GRAINGER INC	\$	1,670.22
	LUID COMPONENTS INT lowmeter Inspection		1148176	2,282.26
		FLUID COMPONENTS INTE	ERNATIONAL\$	2,282.26
	ONICA MINOLTA /22 Lease Copiers		40529167	258.61
		KONICA MINOLTA	\$	258.61
	RI STATE ENVIRONMEN ST Inspection Chino		14721	150.00
		TRI STATE ENVIRONMENT	CAL \$	150.00
EN EN	AROLLO ENGINEERS N17043/EN17110/EN19 N17043/EN17110/EN19 N22044-9/22 Prof Sv	010-8/22 Prof Svcs	FB26518 FB27355 FB28875	18,589.58 24,393.60 288,539.19
		CAROLLO ENGINEERS	\$	331,522.37

Report For 11	: ZFIR TREASURER Inland Empire Utili /01/2022 ~ 11/30/2022 Treasurer Report	ties Agency	Page 11 Date 12/19/2022
Check	Payee / Description		Amount
ACH	POWER SYSTEMS SERVICES INC CDA 12 KV Switchgear Preventative Maint POWER SYSTEMS SERVI		5,680.00  5,680.00
ACH	RESOURCE TRENDS INC GM Conference on Climate Change - Phase		2,500.00
	RESOURCE TRENDS INC	\$	2,500.00
ACH	SCHNEIDER ELECTRIC SYSTEMS USA Repair FMB04	94527030	2,522.76
3.077	SCHNEIDER ELECTRIC	DIDIEMO CDAD	2,522.76
ACH	INLAND EMPIRE REGIONAL RP1-9/22 Biosolids Transport TO IERCA	90032658	209,221.08
	INLAND EMPIRE REGIO	NAL \$	209,221.08
ACH	SHI INTERNATIONAL CORP 12/22-12/23 Tennable Scanner Subscripti	o B15976624	35,039.88
	SHI INTERNATIONAL C	ORP \$	35,039.88
ACH	GOVERNMENTJOBS.COM INC 8/22-8/23 Subscription Fee	INV-21138	9,444.92
	GOVERNMENTJOBS.COM	INC \$	9,444.92
ACH	ROGERS, PETER J 9/1/22 Policy Cmmtt Fee-Rogers,P 10/6/22 Policy Cmmtt Fee-Rogers,P	RPC-9/1/22 RPC-10/6/22	100.00
	ROGERS, PETER J	\$	200.00
ACH	REED, RANDALL J 11/3/22 Policy Cmmtt Fee-Reed,R 10/6/22 Policy Cmmtt Fee-Reed,R 9/1/22 Policy Cmmtt Fee-Reed,R	RPC-11/3/22 RPC-10/6/22 RPC-9/1/22	100.00 100.00 100.00
	REED, RANDALL J	\$	300.00
ACH	ULLOA, EUNICE M 11/3/22 Policy Cmmtt Fee-Ulloa,E 10/6/22 Policy Cmmtt Fee-Ulloa,E 9/1/22 Policy Cmmtt Fee-Ulloa,E	RPC-11/3/22 RPC-10/6/22 RPC-9/1/22	100.00 100.00 100.00
	ULLOA, EUNICE M	\$	300.00
ACH	DORST-PORADA, DEBRA 11/3/22 Policy Cmmtt Fee-Dorst-Porada,D 9/1/22 Policy Cmmtt Fee-Dorst-Porada,D 10/6/22 Policy Cmmtt Fee-Dorst-Porada,D	RPC-11/3/22 RPC-9/1/22 RPC-10/6/22	100.00 100.00 100.00
	DORST-PORADA, DEBRA	\$	300.00
ACH	BENNETT, ARTHUR E 11/3/22 Policy Cmmtt Fee-Bennett,A	RPC-11/3/22	100.00

Check	Payee / Description	1		Amou
		BENNETT, ARTHUR E	\$	100.0
3.077				
ACH	ENVIRONMENTAL SCIEN D202000275.10- 9/22		178663	2,055.8
		ENVIRONMENTAL SCIEN	CE ASSOCIAT\$	2,055.8
ACH	CALIFORNIA WATER TE	CHNOLOGIES		
	PhilLS-18,663.12 Lb		42529	8,914.6
	PhilLS-17,437.68 Lb	s Ferric Chloride	42748	8,329.3
	PhilLS-18,212.48 Lb	s Ferric Chloride	42683	8,699.4
	PhilLS-17,077.72 Lb	s Ferric Chloride	42601	8,157.3
	PhilLS-18,816.96 Lb	s Ferric Chloride	42565	8,988.1
	PhilLS-17,346.00 Lb	s Ferric Chloride	42479	5,846.4
	PhilLS-18,072.88 Lb	s Ferric Chloride	42390	6,091.4
	PhilLS-17,304.00 Lb		42543	8,265.4
	PhilLS-19010.64 Lbs		42644	9,080.6
		CALIFORNIA WATER TEC	CHNOLOGIES \$	72,373.0
ACH	SCP SCIENCE			
	DigiTUBEs 15ml		IN0000333559	209.7
		SCP SCIENCE	\$	209.7
ACH	U S BANK - PAYMENT	PILIG		
1011	107432 PMC ENGINEER		2200124765	5,287.0
	105213 BAVCO		2200125103	496.7
	107432 PMC ENGINEER	ING LLC	2200124871	2,557.8
	105213 BAVCO		2200124870	2,309.4
	104896 WESTERN WATE	R WORKS SUPPLY CO	2200125102	3,852.1
	100951 POLYDYNE INC		2200125101	40,812.2
	107522 LINDSAY ENGI		2200125104	495.4
	100319 MISSION REPR		2200124869	405.6
		U S BANK - PAYMENT F	PLUS \$	56,216.6
CH	DORGAN LEGAL SERVIC	ES LLP		
	7/22 & 8/22 General	Labor Advice	651	13,838.58
	7/22 & 8/22 General	Labor Advice	644	15,854.9
	•			
		DORGAN LEGAL SERVICE	S LLP \$	29,693.49
CH	GARRATT CALLAHAN COL		1212570	E06 04
	RP2-9/22 Water Trea		1212570	506.00
	RP1-9/22 Water Trea	chenc Program	1212782	605.13
		GARRATT CALLAHAN COM	IPANY \$	1,111.13
CH	COTHRAN JR, PHILLIP			~
	11/3/22 Policy Cmmt	t Fee-Cothran, P	RPC-11/3/22	100.00
	10/6/22 Policy Cmmt		RPC-10/6/22	100.00
	9/1/22 Policy Cmmtt	Fee-Cothran, P	RPC-9/1/22	100.00
		COTHRAN JR, PHILLIP	WAYNE \$	300.00
.CH	WOOD ENVIRONMENT &	INFRASTRIICT		

Report For 11	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ies Agency	Page 13 Date 12/19/202
Check	Payee / Description		Amoun
	WOOD ENVIRONMENT & I	NFRASTRUCT\$	20,286.00
ACH	STAPLES CONTRACT & COMMERCIAL Mice	3520608793	126.05
	STAPLES CONTRACT & C	OMMERCIAL \$	126.05
ACH	FLEETISTICS 10/22 Geotab Solar Asset Tracker	102469	2,873.46
	FLEETISTICS	\$	2,873.46
ACH	CONSTRUCTION TESTING AND RW15003.06-7/22 Soil Technician RW15003.05-7/22 Concrete Field Technicia RW15003.05-8/22 Reinforced Concrete Insp RW15003.06-8/22 Soil Technician EN11039-9/22 Concrete Field Technician RW15003.06-9/22 Soil Technician EN22054.01-8/22 Soil Technician EN11039-8/22 Soil Technician		6,247.00 1,309.00 900.00 3,440.00 2,542.00 6,950.00 2,980.00 3,640.00
	CONSTRUCTION TESTING	AND \$	28,008.00
ACH	CASAMAR GROUP LLC EN19001/EN19006-9/22 Prof Svcs	13225	13,250.46
	CASAMAR GROUP LLC	\$	13,250.46
ACH	DUTREY, JAVIER J 9/1/22 Policy Cmmtt Fee-Dutrey,J 11/3/22 Policy Cmmtt Fee-Dutrey,J	RPC-9/1/22 RPC-11/3/22	100.00
	DUTREY, JAVIER J	\$	200.00
ACH	VELTO, BILL 11/3/22 Policy Cmmtt Fee-Velto,B 9/1/22 Policy Cmmtt Fee-Velto,B 10/6/22 Policy Cmmtt Fee-Velto,B	RPC-11/3/22 RPC-9/1/22 RPC-10/6/22	100.00 100.00 100.00
	VELTO, BILL	\$	300.00
	CONTINENTAL DISC CORPORATION I Disc Inserts	CD10018793	3,593.25
	CONTINENTAL DISC CORE	PORATION I\$	3,593.25
	SO CALIF EDISON Trnr3&4-9/28-10/27 916 Archibald Ave SnSvnRW-9/23-10/24 6000 Cherry Ave 930RsvrPrjct-9/22-10/23 2950 Galloping H 8thStBsn-9/27-10/26 1180 8th St CCWRP/TP/RWPS-9/27-10/26 14950 Telephone 1630WPmpStn-9/27-10/26 1530 6th St	8000035339 10	135.86
	SO CALIF EDISON	\$	90,476.96
ACH	LONG, ROCKWELL DEE		

Report	: ZFIR TREASURER ./01/2022 ~ 11/30/202	Inland Empire Utilit	ies Agency	Page 14 Date 12/19/2022
	Payee / Description			Amount
		- Yund File # 3-11578-Re	CONGECO 3-115	50.00
	Reim Condeco Pari			
3.071	LIODDA GADU D	LONG, ROCKWELL DEE	\$	50.00
ACH	HOBBS, GARY B Reim-Conseco Fair F	und File # 3-11578-Re	CONSECO 3-115	50.00
		HOBBS, GARY B	\$	50.00
ACH	WESTERN DENTAL PLAN 11/22 Agency Dental		11/22	2,037.08
		WESTERN DENTAL PLAN	\$	2,037.08
ACH	COLONIAL LIFE & ACC 11/22 Disability,Ca	IDENT INSUR ncer,Universal/Term L	7274194110182	229.57
		COLONIAL LIFE & ACCI	DENT INSUR\$	229.57
ACH	BENEFIT COORDINATOR 11/22 Agency Dental		В073Н0	20,286.00
		BENEFIT COORDINATORS	CORPORATI\$	20,286.00
ACH	LEGALSHIELD 10/22 Employee Prepa	aid Legal Services	10/22	179.40
		LEGALSHIELD	\$	179.40
ACH	LEE, SYLVIE Reim-CBP Work Group	Lunch-Luna Grill 11/	LUNAGRILL CBP	123.54
		LEE, SYLVIE	\$	123.54
ACH	FLORIO, JONATHAN D Reim-New Hire Lunch	-JF,MC,TP	REIM LUCILLE'	72.52
		FLORIO, JONATHAN D	\$	72.52
ACH	HOLGUIN, GABRIEL Reim-Water f/Staff 1	Prfrmng Scndry Clrfr	REIM RLPH 231	14.48
		HOLGUIN, GABRIEL	\$	14.48
ACH	RITZINGER, BRENT Reim-Home Depot Purc	chase Inv# 1033096	REIM HD 10330	54.88
		RITZINGER, BRENT	\$	54.88
ACH	NANGIA, SAPNA Reim-Internal Audit	Awareness Month & Wo	REIM CKREQ# 2	153.53
		NANGIA, SAPNA	\$	153.53
ACH	MUNOZ, HENRY EdReim-Frshmn Cmpst,	Rcl/Ethnc Grps	ENGL101/HIST1	322.00
		MUNOZ, HENRY	\$	322.00

Report For 11	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ies Agency	Page 15 Date 12/19/2022
Check	Payee / Description		Amount
ACH	HARRINGTON INDUSTRIAL PLASTICS Pipe, Adapter, Cap Seal Kit, Screen, Lock Nut, Strainer Ball Valve, Coupling RP1-Gaskets Gauges Union, Bushing, Tube, Bushing Adapter, Bushing, Union, Elbow HARRINGTON INDUSTRIA	012M1177 012M1175 012M1176 012M1011 012M1133 012M1134 012M1136	738.91 330.23 2,041.99 74.88 554.56 1,629.94 159.80
ACH	HOME DEPOT CREDIT SERVICES Tools for E&I Tech GWR door stop CCWRF Ops 10x10 canopy RP-2 MM Materials RP-1 E&I Fish Tape RP-1 Ops Pond Pump CCWRF MM Canopy CCWRF MM Squeegee CCWRF MM Refrigerato CCWRF MM Lockng Wand CCWRF MM Pool Shock CCWRF MM Materials WHSE Bucket w/Lid WHSE Bug Spray WHSE Pnt Lubricant	3624372 7970882 7902941 8613866 5090287 1286711 7901806 6900174 3904542 1160215 2184576 2905192 2158946 3904941 3311921	1,804.42 7.69 139.00- 431.34 91.56 416.99 139.00 150.69 321.10 83.85 38.08 366.88 51.50 182.53 77.32
	HOME DEPOT CREDIT SE	RVICES \$	4,023.95
ACH	ROYAL INDUSTRIAL SOLUTIONS Fuse Controller Relay, Analog, Cables, Switch Conduit Body Padlock, Heater, 2P TGL Man Connector Emergency Light Fan	6441-1071910 6441-1068468 6441-1071298 6441-1069950 6441-1067419 6441-1071334 6441-1055313 6441-1070867	528.21 225.91 1,176.48 473.29 1,493.92 149.77
ACH	ROYAL INDUSTRIAL SOLI PETE'S ROAD SERVICE Replaced Tires f/Veh 2001 Replaced Tires f/Vehs 1804 & 1807 Replaced Tires f/Veh 1817	0TIONS \$ 628510-00 628513-00 626396-00	1,471.39 232.09 1,263.55
	PETE'S ROAD SERVICE	\$	2,967.03
	GRAINGER INC Valves, Lubricant, Paint Roller Covers, Pai Sunscreens Adapters, Couplings, Crew Pins Garden Hoses Extension Cords Grease Gun, Windshield Wash, Ear Muffs, Gar Rubber Boot, Cable Tie, Leather Gloves, Pre Pallets Slip Hooks	9340624742 9494191639 9484594420 9483989480 9484594412	901.24 79.60 465.44 343.13 35.82 1,585.01 812.18 1,004.99 49.43

Report For 11	: ZFIR_TREASURER ./01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 16 Date 12/19/2022
Check	Payee / Description			Amount
	Danger Tag Industrial Air Clea Spray Bottle,Adapte	ner r,Door Sealant,Eltrcl	9484407136 9490264067 9489204306	507.29 6,423.17 678.33
		GRAINGER INC	\$	12,885.63
ACH	TG SCIENTIFIC GLASS Glass Rods	FABRICATIO	19950	166.15
		TG SCIENTIFIC GLASS	FABRICATIO\$	166.15
ACH	MARCAB COMPANY INC Iron Sponge Glass To	ube	9191	200.94
		MARCAB COMPANY INC	\$	200.94
ACH	DELL MARKETING L P Quad Port Interface	Cards, Dual Port Adap	10620724677	1,311.32
		DELL MARKETING L P	\$	1,311.32
ACH	O RINGS & THINGS O-Rings, Tees Parker Super Lube RP1-Wiper, Buna, Pisto	on Seal O RINGS & THINGS	129558 129521 129442 \$	86.52 357.35 63.97 507.84
ACH	ACCUSTANDARD INC	O KIIIGO & IIIIIGO	٣	307.01
ACII		e/Neutral Mix,Benzidi	966336	1,155.39
		ACCUSTANDARD INC	\$	1,155.39
ACH	CAROLLO ENGINEERS EN11039-9/22 Prof Sv	7CS	FB28819	22,766.00
		CAROLLO ENGINEERS	\$	22,766.00
ACH	Power Connector Sock Tubing, Pipe Fittings V-Belts Ceiling Lights, Cable	656745 C,Gloves,Bowl,Shim Sects S,Stud Anchor,Screws es,Adapters ak,Connector,Screw,Wa	74810341 74746687 87174964 87193288	81.78- 530.93 74.67 121.52- 938.01 275.18 389.26 65.99 264.69 1,034.00 520.29
		MCMASTER-CARR SUPPLY	co \$	3,889.72
ACH	RED WING SHOE STORE Emp Safety Shoe Purc Emp Safety Shoe Purc Emp Safety Shoe Purc Emp Safety Shoe Purc	:hase(s) :hase(s) :hase(s)	133-1-177171 192-1-132777 192-1-131631 314-1-16903 133-1-176390	225.00 151.69 218.18

For 11	: ZFIR_TREASURER ./01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report			17 12/19/202
Check	Payee / Description				Amoun
	Emp Safety Shoe Pure Emp Safety Shoe Pure	chase(s) chase(s)	133-2-64838 133-2-64839		198.79 208.49
		RED WING SHOE STORE	\$		1,452.15
ACH	TELEDYNE ISCO Pump Tubing & Assemb	oly	S020562800		3,552.20
		TELEDYNE ISCO	\$		3,552.20
ACH	TOM DODSON & ASSOCIA 4600002931 9/22 Prof 460002931 8/22 Prof 460002931 9/22 Prof	f Svcs 5 Svcs	IE353 22-8 IE-361-3 IE-363-1		457.50 2,368.13 800.00
		TOM DODSON & ASSOCIA	res \$		3,625.63
ACH	ASSOC SAN BERNARDING 10/17 Membership Mtg 10/17 Membership Mtg	g-Garzaro,Denise	10/17 MTG - D 10/17 MTG - J	)	35.00 35.00
		ASSOC SAN BERNARDINO	CNTY SPEC\$		70.00
ACH	JPR SYSTEMS INC Antenna, Cable, Mounti	ng Plate	31607		990.02
		JPR SYSTEMS INC	\$		990.02
ACH	CASC ENGINEERING AND RW15003.6-8/22 Prof EN21057-9/22 Prof Sv	Svcs	0047172 0047336		4,011.45 4,312.50
		CASC ENGINEERING AND	CONSULTIN\$	1	.8,323.95
ACH	PONTON INDUSTRIES IN Dwyer Pressure Switch		25219-47916		389.34
		PONTON INDUSTRIES INC	C \$		389.34
ACH	INLAND EMPIRE REGION RP2-9/22 Biosolids T	AL ransport TO IERCA	90032659	14	3,800.70
		INLAND EMPIRE REGIONA	AL \$	14	3,800.70
ACH	PARSONS WATER & INFR EN19001/EN19006-8/27		2210A319	37	9,051.69
		PARSONS WATER & INFRA	ASTRUCTURE\$	37	9,051.69
ACH	TRUSSELL TECHNOLOGIE Trichloropropane Inv Trichloropropane Inv Trichloropropane Inv	estigation 9/22	0000008699 0000008627 0000008584		965.00 2,400.00 5,443.75
		TRUSSELL TECHNOLOGIES	S INC \$		8,808.75
ACH	SHI INTERNATIONAL CO SMARTnet Extended Se		B16011927	2	4,665.54

For 11	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ragericy	Page 18 Date 12/19/202
Check	Payee / Description		Amoun
	SHI INTERNATIONAL CO	DRP \$	24,665.54
ACH	STANTEC CONSULTING INC EN21045-8/29-9/23 Prof Svcs STANTEC CONSULTING I	1995097	19,832.75  19,832.75
ACH	GOVERNMENTJOBS.COM INC Insight subscription 8/4/22-8/3/23	INV-27973	10,802.92
	GOVERNMENTJOBS.COM I	INC \$	10,802.92
ACH	RSD Relay Kit, Capacitor, Heat Shrink Tubing, C Fuses, Compressor Leads Temperature Control Remote RSD	55378371-00 55377818-00 55377819-00	98.11 56.11 609.03  763.25
ACH	OLIN CORP RP5-4,828 Gals Sodium Hypochlorite TP1-4,768 Gals Sodium Hypochlorite TP1-4,884 Gals Sodium Hypochlorite TP1-4,758 Gals Sodium Hypochlorite CCWRP-4,958 Sodium Hypochlorite TP1-4,892 Gals Sodium Hypochlorite RP5-4,834 Gals Sodium Hypochlorite TP1-4,936 Gals Sodium Hypochlorite CCWRP-4,914 Gals Sodium Hypochlorite TP1-4,784 Gals Sodium Hypochlorite RP5-4,864 Gals Sodium Hypochlorite RP5-4,652 Gals Sodium Hypochlorite TP1-4,712 Gals Sodium Hypochlorite TP1-4,712 Gals Sodium Hypochlorite RP5-4,838 Gals Sodium Hypochlorite RP5-4,838 Gals Sodium Hypochlorite CCWRP-4,778 Gals Sodium Hypochlorite CCWRP-4,584 Gals Sodium Hypochlorite TP1-4,798 Gals Sodium Hypochlorite TP1-4,900 Gals Sodium Hypochlorite TP1-4,962 Gals Sodium Hypochlorite TP1-4,962 Gals Sodium Hypochlorite TP1-4,962 Gals Sodium Hypochlorite TP1-4,963 Gals Sodium Hypochlorite TP1-4,964 Gals Sodium Hypochlorite TP1-4,900 Gals Sodium Hypochlorite TP1-4,848 Gals Sodium Hypochlorite TP1-4,848 Gals Sodium Hypochlorite TP1-4,848 Gals Sodium Hypochlorite TP1-4,744 Gals Sodium Hypochlorite TP1-4,744 Gals Sodium Hypochlorite TP1-4,744 Gals Sodium Hypochlorite TP1-4,744 Gals Sodium Hypochlorite TP1-4,864 Gals Sodium Hypochlorite	900191559 3000153862 900197639 3000153861 3000129405 3000153657 3000154171 3000147311 900192460 3000154172 900192461 3000153417 3000153417 3000154703 3000154703 3000154703 3000152249 3000131959 3000118877 3000157295 900196137 3000156776 3000156327 900195377 900195377 900195378 3000152862 3000153416	8,009.43 8,386.69 8,102.33 8,369.10 4,556.17 8,115.60 8,019.38 4,535.95 8,152.09 8,414.83 8,069.15 8,182.65 8,006.11 8,288.19 4,445.89 8,026.01 4,672.66 4,482.94 4,673.25 8,178.64 8,231.73 8,376.13 8,376.13 8,128.87 8,012.74 8,042.61 8,344.48 8,069.15
ACH	INDUSTRIAL RUBBER & SUPPLY INC Green PVC Suction Hose	55428	484.70
	INDUSTRIAL RUBBER &	SUPPLY INC\$	484.70
ACH	ALTA FOODCRAFT RP1-Coffee, Sweetener, Sugar, Tea, Stirrers	12250899	429.42
	ALTA FOODCRAFT	\$	429.42

Report For 11	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	ies Agency	Page 19 Date 12/19/2022
Check	Payee / Description		Amount
ACH	KIM'S MASTER AUTO REPAIR Service install step Replace Transducer  KIM'S MASTER AUTO RE	043442 043443 PAIR \$	416.99 169.38  586.37
ACH	Watchdog Dessicant Breathers	P64139 P64118 P64117 209335 P64135 P64134	35.00 490.00 175.00 736.21 175.00 84.00
	TRICO CORPORATION	\$	1,695.21
ACH	CCWRP-17,235.26 Lbs Ferric Chloride RP2-18,210.20 Lbs Ferric Chloride	42780 42879 42869 42831 42832	8,319.76 8,691.47 8,232.64 8,698.33 8,219.59
	CALIFORNIA WATER TEC	HNOLOGIES \$	42,161.79
ACH	V3IT CONSULTING INC SAP Basis Support for October 2022		1 6,184.00
	V3IT CONSULTING INC	\$ 	6,184.00
ACH	TECHNICAL SYSTEMS INC EN18006-9/18-10/15 Prof Svcs	7954-001	2,550.00
	TECHNICAL SYSTEMS INC	C \$	2,550.00
ACH	JUAN F ZAMORA WU23009-10/1/22 Irrigation Sys & Wtr Cap WU23009-10/1/22 The Basics Landscape Cla WU23009-9/17/22 The Basics Landscape Cla	10/01/22	550.00 550.00 550.00
	JUAN F ZAMORA	\$	1,650.00
ACH	MANAGED MOBILE INC BIT Safety Inspection f/Veh 9216 Repair Parts/Labor f/Veh 0710 Repair Parts/Labor f/Veh 1708 Repair Parts/Labor f/Veh 1918 Repair Parts/Labor f/Veh 1501 Repair Parts/Labor f/Veh 0713 Repair Parts/Labor f/Veh 0501 Repair Parts/Labor f/Veh 1819 Repair Parts/Labor f/Veh 1916 Repair Parts/Labor f/Veh 1916 Repair Parts/Labor f/Veh 1814 Repair Parts/Labor f/Veh 1816 Repair Parts/Labor f/Veh 1601 Repair Parts/Labor f/Veh 1911 Repair Parts/Labor f/Veh 1911 Repair Parts/Labor f/Veh 1914 Repair Parts/Labor f/Veh 1910	IN00-0253115 IN00-0253488 IN00-0253489 IN00-0253494 IN00-0253496 IN00-0253373 IN00-0253575 IN00-0253375 IN00-0253608 IN00-0253607 IN00-0253607 IN00-0253606 IN00-0253604 IN00-0253512	565.54 639.10 608.46 437.68 472.05 659.81 483.38 778.62 480.10 646.57 534.02 449.77

Report For 11		land Empire Utilit Treasurer Report	ies Agency	Page Date	20 12/19/2022
	Payee / Description				Amount
	Repair Parts/Labor f/V BIT Safety Inspection Repair Parts/Labor f/V	Teh 0419 Teh 1709 Teh 1606 Teh 1907 Teh 0713 Teh 9902 Teh 0205 Teh 1505 Teh 1818 Teh 0811 Teh 0700	IN00-0253513 IN00-0253508 IN00-0253506 IN00-0253503 IN00-0253501 IN00-0253420 IN00-0253586 IN00-0253588 IN00-0253589 IN00-0253590 IN00-0253419 IN00-0253114 IN00-0253116		450.56 445.63 479.23 580.76 440.08 215.40 397.56 546.04 414.17 629.56 215.40 862.90 790.56
	MA	NAGED MOBILE INC	\$		14,971.71
ACH	SCP SCIENCE Digitubes		IN0000334583		155.53
	SC	P SCIENCE	\$		155.53
ACH	YORKE ENGINEERING LLC Air Quality, Environmen	<del>-</del>			597.50
		RKE ENGINEERING LLO	C \$		597.50
ACH	AMAZON BUSINESS Backpack Whiteboards Flask Mug Return-Inv#Ri Air Cooler, Hydroflask I	FH-PK7J-V9VW Mugs AZON BUSINESS	1VDY-L4QV-GG4 1J3Y-CVVL-KKP 16PL-NTL4-J16 1RFH-PK7J-V9V		56.13 943.50 17.26- 47.38  1,029.75
ACH	TRANSENE COMPANY INC		•		,
	Buffer Solution		211527		485.82
	TRA	ANSENE COMPANY INC	\$		485.82
ACH	PRO-CRAFT CONSTRUCTION Professional Services Professional Services Professional Services	09/30 FIX SINK CL 08/17/22 Plumbin	22097-2		338.24 1,483.84 1,509.25
	PRO	O-CRAFT CONSTRUCTIO	ON INC \$		3,331.33
ACH	MEANS CONSULTING LLC PL19002-10/2022 Prof St	vcs	IE-5651		1,755.00
	MEA	ANS CONSULTING LLC	\$		1,755.00
	LONE STAR BLOWER INC Aeration Blower Repair		PS-INV106719		10,514.77
	LO	NE STAR BLOWER INC	\$		10,514.77
ACH	TRAJAN SCIENTIFIC AMERI Syringe		10077577		216.55

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		ties Agency	Page 21 Date 12/19/202:
Check	Payee / Description			Amoun
		TRAJAN SCIENTIFIC A	MERICAS INC\$	216.55
ACH	QUINCY COMPRESSOR L RP1-Replaced 3 Hose		683545 LC \$	2,913.02  2,913.02
ACH	WOOD ENVIRONMENT & EE&CM-7/30/22-8/26/	INFRASTRUCT 22 Project/Admin Sta	E S49835675	22,080.00
		WOOD ENVIRONMENT & :	INFRASTRUCT\$	22,080.00
ACH	STAPLES CONTRACT & Batteries, Index Care Pens Binders Foot Rest Binders Binders, Notebooks, Ta	ds,Plates,Cups	3521783364 3519548943 3521783368 3521783370 3521783366 3521783353	235.79 159.79 433.12 63.56 539.92 260.93
		STAPLES CONTRACT & C	COMMERCIAL \$	1,693.11
ACH	INLAND EMPIRE WINDU Bushings,Nipples Nipples,Plugs	STRIAL CO INLAND EMPIRE WINDUS	042987 01 042309 01 STRIAL CO \$	651.12 639.14  1,290.26
ACH	LIBERTY LANDSCAPING Repair Broken Main I Replace Vale		112019 112095	434.07 1,338.43
		LIBERTY LANDSCAPING	INC \$	1,772.50
ACH	RADAR ENVIRONMENTAL October 2022 Monthly		1855	210.00
		RADAR ENVIRONMENTAL	INC \$	210.00
	HILLMANN CONSULTING FM22002 Hillman Cons		96929	1,960.00
		HILLMANN CONSULTING	LLC \$	1,960.00
ACH	ESKER INC 12/1/22-5/31/23 Mont	thly Fee	460229713	11,934.00
		ESKER INC	\$	11,934.00
	IEUA EMPLOYEES' ASSO P/R DIR 11 11/10/22		HR 0109300	12.00
		IEUA EMPLOYEES' ASSC	CIATION \$	12.00
ACH	CAMPBELL, CONNIE Campbell,C CkReq# 28	95 7/10 Office Suppl	CKREQ# 2895 7	146.98
		CAMPBELL, CONNIE	\$	146.98

~1 .	A_ 1	22 Treasurer Report			12/19/202
Check	Payee / Description	1			Amoun
ACH	WONG, RAELEN Wong,R 11/1-11/3 Ca	alpers Forum 2022	WONG,R 11/8/2		113.64
		WONG, RAELEN	\$		113.64
ACH	HOME DEPOT CREDIT S GWR HEAVY DUTY UTIL Carbide universal f GWR TWISTED MAISON GWR 7" STR JAW LKNG GWR PEAK AMP JUMP S HQ Order Home Depot Misc Too	ITY BLADES it extr LINE PLR W/RUB GRP	4024784 3080511 1025095 523640 5530062 8973892 4613244		88.82 50.33 14.45 34.38 342.65 895.70 88.23
7 (1)	CDATMCED INC		TO TO TO		1,511.50
ACH	GRAINGER INC Inspection Tags, Hos	e Nozzles,Batteries	9442367729		450.46
		GRAINGER INC	\$		450.46
ACH	AMERICAN COMPRESSOR Separators	. CO	220866-P		530.93
		AMERICAN COMPRESSOR	CO \$		530.93
ACH	KVAC ENVIRONMENTAL Vacuum Tankers	SERVICES IN	KV2205536		1,492.80
		KVAC ENVIRONMENTAL S	ERVICES IN\$		1,492.80
ACH	GOVERNMENTJOBS.COM HRBnfs-8/22-8/23 Ne	INC w Hire Export,Onboard	INV-23954		9,885.19
		GOVERNMENTJOBS.COM I	NC \$		9,885.19
ACH	ALLIANT INSURANCE S 7/1/21-7/1/22 Exces	ERVICES INC s Workers Compensatio	2091128		42.00
		ALLIANT INSURANCE SE	RVICES INC\$	-	42.00
ACH	CARRIER CORPORATION 2 Year Pm Agreement	for 7 Locations	90220327		13,700.00
		CARRIER CORPORATION	\$		13,700.00
ACH	DAVID WHEELER'S PEST HQA&B-10/13 Squirre HQ-10/13 Monthly Roc CCWRF-10/22 Rodent ( CCWRF-10/22 Rodent ( HQ-10/13 Monthly Roc	l Control Svcs dent Refill Control Svcs Control Svcs	64040 64041 64044 64045 64111		585.00 738.00 1,130.00 1,032.00 1,565.00
		DAVID WHEELER'S PEST	CONTROL I\$		5,050.00
ACH	D & H WATER SYSTEMS Pumps	INC	12022-1320		7,780.01
	_	D & H WATER SYSTEMS	INC \$		7,780.01

Report For 11	Report: ZFIR TREASURER Inland Empire Utilities Agency For 11/01/2022 ~ 11/30/2022 Treasurer Report				3 9/2022
-	Payee / Description	-			Amount
ACH	MANAGED MOBILE INC Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor Repair Parts/Labor	F/Veh 1802 F/Veh 1800 F/Veh 0417 F/Veh 1821 F/Veh 1811 f/Veh 1812 f/Veh 1806	IN00-0253603 IN00-0253602 IN00-0253601 IN00-0253600 IN00-0253597 IN00-0253596 IN00-0253595	4' 4' 50 4! 42 4'	53.23 79.14 79.86 68.76 53.23 13.55 29.06 79.10
		MANAGED MOBILE INC	\$ 	3,/:	55.93
ACH	MWH CONSTRUCTORS IN 4600002851-9/1-9/31		2022-30505777		76.30  76.30
ACH	GILLIS + PANICHAPAN EN13016.05-9/22 Pro: FM21005.02-7/1-9/30 FM21005.01-9/22 Pro:	f Svcs Prof Svcs	108348J 108347J 108346J	3,34	05.00 40.00 20.00
		GILLIS + PANICHAPAN	ARCHITECTS\$	8,06	55.00
ACH	WOOD ENVIRONMENT & C EE&CM-7/30-8/26 Pro	ject/Admin Staff Svcs			78.00
		WOOD ENVIRONMENT & II	NFRASTRUCTS	9,0%	78.00
ACH	PrdDchlStn-9/29-10/3 PrdLS-9/29-10/30 34	978 Phila hila St 34 Phila 0/31 16400 El Prado R 30 34 Johnson-Pine	8000932049 10 8000032094 10	10 248,17 2 26 70	24.77 53.84 03.21 18.73
		SO CALIF EDISON	\$	263,36	0.67
ACH	SO CALIF GAS RP1-10/1-11/1 2450 I RP1-10/1-11/1 2450 I		5300510 10/22 11336197 10/2		2.60
		SO CALIF GAS	\$	9	2.60
ACH	FISHER SCIENTIFIC Hydrogen Peroxide Test Strips Syringe, Nitrogen, Epp Sodium Salicylate Ch Boric Acid, Buffers, S Lab-Sulfuric Acid Bottle 250ml Supco Pen, Potassium Nitrile, Filters, Hand Sulfuric Acid	Sodium Hydroxide Dichloroacetate	6478898 7429187 6054727 7387350 7306194 6770689 7265738 7181877 7059694 6899770	28 3,00 52 3,19 13 79 12 3,72	9.91 32.92 95.45 26.23 97.03 11.46 91.97 21.96 27.91

	227D 2222 222	and the second s	1	
Report For 11	: ZFIR TREASURER _/01/2022 ~ 11/30/202	Inland Empire Utilit 22 Treasurer Report	cies Agency	Page 24 Date 12/19/2022
Check	Payee / Description	1		Amount
	Ascorbic Acid, Nitri Nutrient Solution	te,Nexion,APHA Color,	7140168 7471526	2,502.94 101.53
		FISHER SCIENTIFIC	\$	14,983.90
ACH	HARRINGTON INDUSTRI Valve Balls Gauge Guards,Elbows Manual Back Wash Va Valve Air Release	· · · · · · · · · · · · · · · · · · ·	012M1249 012M01229 012M1205 012M1295	4,431.82 1,040.52 167.52 648.19 
ACH	HASCO OIL COMPANY,			
ACH	Diesel Engine Oil		0250123-IN	2,372.39
		HASCO OIL COMPANY, I	INC. \$	2,372.39
ACH	HOME DEPOT CREDIT S RP-1 E&I Prism Glaz WHSE Shovel		4972332 2902534	70.33 161.50
		HOME DEPOT CREDIT SE	RVICES \$	231.83
ACH	WAXIE SANITARY SUPP Cups,Cup Sleeves	LY	81291640	850.85
		WAXIE SANITARY SUPPL	Y \$	850.85
ACH	AIRGAS USA LLC RP1-Sensor H2S/CO R RP1-Tripod Umbrella CBM-Sensors RP1-Umbrella Canvas	S	9131322227 9131616462 9131720144 9131616461 \$	586.51 1,422.82 1,277.20 1,842.65 
ACH	EMEDCO INC			
	Exit Signs 80 High Voltage Keep	p Out Signs	9351345691 9351274014	
		EMEDCO INC	\$	2,160.01
ACH	ONTARIO FIRE EXTING Replace Parking Bral	UISHER CO ke Assembly	4451	1,984.91
		ONTARIO FIRE EXTINGU	ISHER CO \$	1,984.91
ACH	HDR ENGINEERING INC 4600003056-5/22-8/5	Prof Svcs	1200473133	1,921.00
		HDR ENGINEERING INC	\$	1,921.00
ACH	FORD HALL COMPANY II RP1-Contract Materia		5596	34,613.09
		FORD HALL COMPANY IN	C \$	34,613.09
ACH	KONICA MINOLTA			

Report For 11	Report: ZFIR TREASURER Inland Empire Utilities Agency Page 25 For 11/01/2022 ~ 11/30/2022 Treasurer Report Date 12/19/2022				
Check	Payee / Description	ı			Amount
	11/22 Lease Copiers	5	41113636		2,180.43
		KONICA MINOLTA	\$		2,180.43
ACH	GENESIS CONSTRUCTION EN22054.01-10/22 Pa		PE 3-EN22054.		46,003.61
		GENESIS CONSTRUCTIO	N \$		46,003.61
ACH	KONICA MINOLTA BUSI 9/27-10/26 Maintena 9/27-10/26 Maintena	ance Agreement ance Agreement	9008937185 9008938563		231.63 2,747.34
2 077	THE COURT IS A COURT IN CO.	KONICA MINOLTA BUSI	NESS SOLUTIS		2,978.97
ACH	INDUSTRIAL SUPPLY ( RP-1 MM Materials	.co	7345		18.85
		INDÚSTRIAL SUPPLY C	0 \$		18.85
ACH	TELEDYNE ISCO Pump Tubing, Pump As Service Agreement 1	ssembly Year	S020550531 P020098118		2,709.91 5,462.00
		TELEDYNE ISCO	\$		8,171.91
ACH	TOM DODSON & ASSOCI 4600002503 July 202	ATES 2 Prof Svcs	IE305 22-5		254.80
		TOM DODSON & ASSOCIA	ATES \$		254.80
ACH	SIERRA INSTRUMENTS Flow Meter, Industri	INC al Calibration	212353		2,418.85
		SIERRA INSTRUMENTS	INC \$		2,418.85
ACH	ALFA LAVAL INC Washboxes Belts		282059038 282065344		1,817.27 6,609.35
		ALFA LAVAL INC	\$		8,426.62
ACH	SCHNEIDER ELECTRIC Support Services &		94675381		22,833.26
		SCHNEIDER ELECTRIC S	SYSTEMS USA\$		22,833.26
ACH	HACH COMPANY Bulk Dispenser Pole Mount Kit		13321284 13317409		216.21 686.43
		HACH COMPANY	\$		902.64
ACH	W M LYLES COMPANY EN19006-10/22 Pay E EN19001-10/22 Pay E	st 24 st 24	PE 24-EN19006 PE 24-EN19001		52,109.69 81,836.75
		W M LYLES COMPANY	\$	7,1	33,946.44

	: ZFIR TREASURER /01/2022 ~ 11/30/2022	Inland Empire Utilit Treasurer Report	ies Agenc	У	Page 26 Date 12/19/2022
Check	Payee / Description				Amount
ACH	IN-SITU INC RP1-Quick-Cal 4-Pak	IN-SITU INC	00156523	\$	109.20
ACH	STANTEC CONSULTING I EN22020-9/22 Prof Sv		1999947 NC	\$	37,766.75  37,766.75
ACH	NATIONAL CONSTRUCTIO 11/3/22-11/30/22 Tow 10/6/22-11/2/22 Towa 10/28/22-11/24/22 Po 9/8/22-10/5/22 Towab	N RENTALS able Potty Rental ble Potty Rental tty/Handicap Potty/S le Potty Rental	6771169 6736169 6762372 6701329		210.78 210.78 572.70 210.78
2011		NATIONAL CONSTRUCTION	N RENTALS	\$	1,205.04
ACH	GEI CONSULTANTS INC PL19005-8/27-9/30 Pr PL20003/PL20005-8/28		3119242 3119505		55,347.63 3,580.00
		GEI CONSULTANTS INC		\$	58,927.63
ACH	PATTEN SYSTEMS INC Propeller Meter Sensor		I2211-003 I2211-001		2,798.40 399.90
		PATTEN SYSTEMS INC		\$	3,198.30
ACH	ALTA FOODCRAFT HQA-Coffee, Filters, S RP5-Coffee, Filters	tirrers,Tea,Cocoa	12250893 12250927		307.66
	2	ALTA FOODCRAFT		\$	380.08
ACH	DAVID WHEELER'S PEST CCWRF-10/13 Rodent Co HQ-10/13 Monthly Rode RP1-10/24 Rodent Con RP2-10/13 Monthy Rode ALL-10/22 Svcs RP5-10/22 Rodent Con ALL-10/26 Inspections HQ-10/13 Monthly Rode RP4-10/24 Monthly Rode	ontrol Svcs ent Refill trol ent Refill trol s ent Refill	63860 64002 64014 64042 63794 63976 63829 64009 63834		634.00 632.00 585.00 248.00 524.00 536.00 524.00 928.00 1,075.00
	I	DAVID WHEELER'S PEST	CONTROL I	\$	5,686.00
ACH	BIG SKY ELECTRIC INC EN22042-10/22 Pay Est	t 4	PE 4-EN22	2042	12,350.44
	I	BIG SKY ELECTRIC INC		\$	12,350.44
ACH	KIM'S MASTER AUTO REI Unit 0811 Service Service Unit 0713	PAIR	043500 043486		3,843.75 1,253.48
	I	KIM'S MASTER AUTO REE	PAIR	\$	5,097.23

Report For 11	:: ZFIR TREASURER L/01/2022 ~ 11/30/202	Inland Empire Utili 22 Treasurer Report	ties Agency	Page 27 Date 12/19/2022
Check	Payee / Description	1		Amount
ACH	GHD INC TO #08-7/22 Prof St	vcs GHD INC	380-0017957 \$	1,453.25  1,453.25
ACH	MNR CONSTRUCTION IN RW15003.06-10/22 Pa	NC ny Est 15	PE 15-RW15003	812,400.23
ACH	EVOQUA WATER TECHNO 8/1-10/31 PM Contra	MNR CONSTRUCTION INC	905470340	2,139.70
		EVOQUA WATER TECHNOI	LOGIES LLC \$	2,139.70
ACH	ARCADIS US INC EN19001/EN19006-9/2 WRC-9/22 Prof Svcs	22 Prof Svcs	34327908 34326456	320,439.88 53,131.45
		ARCADIS US INC	\$	373,571.33
ACH	FERREIRA COASTAL CC EN19025-10/22 Pay E		PE 7-EN19025	56,590.55
		FERREIRA COASTAL CON	STRUCTION \$	56,590.55
ACH	TECHNICAL SYSTEMS I EN23124 9/1-10/28 P		8148-001	10,650.00
		TECHNICAL SYSTEMS IN	IC \$	10,650.00
ACH	SUPERIOR ELECTRIC M U.S. 100HP Motor,17		129402	2,578.86
		SUPERIOR ELECTRIC MC	TOR SERVIC\$	2,578.86
ACH	MANAGED MOBILE INC Repair Parts/Labor	f/Veh 1203	IN00-0253694	1,763.17
		MANAGED MOBILE INC	\$	1,763.17
ACH	FIREHAWK FIRE & SAF RP1-Fire Suppression Fire Suppression Sy	n System Service/Test	E221020944 E221020945	1,156.57 761.99
		FIREHAWK FIRE & SAFE	TY \$	1,918.56
ACH	GILLIS + PANICHAPAN FM21005.01-10/22 Pro		108363J	3,995.00
		GILLIS + PANICHAPAN	ARCHITECTS\$	3,995.00
ACH	AMAZON BUSINESS Block Heater for Did Gallon Food Storage Kitchen Rugs and Mar Rotary Paper Trimme: Measuring Spoons, Zij	Bags ts r	13V7-41DK-3WY 1T77-WN9R-GCG 1YGT-73M6-CP3 1JFP-VJJR-CFX 1CVY-HXKT-3Y6	23.68 35.55 641.11

Report: ZFIR TREASURER Inland Empire Utilities Agency For 11/01/2022 ~ 11/30/2022 Treasurer Report					28 12/19/2022
Check	Payee / Description	ı			Amount
	Poly Bags Thermo-Hygrometer		1XWY-QCPJ-61F 1LDG-FPT4-9LW		81.68 85.49
		AMAZON BUSINESS	\$		1,033.43
ACH	SHAW HR CONSULTING Professional Servic	INC es 09/27-10/27/22	005924		560.00
		SHAW HR CONSULTING I	NC \$		560.00
ACH	BEST CONTRACTING SE FM21005.01-10/22 Pa		PE 3-FM21005.		43,922.19
		BEST CONTRACTING SER	VICES INC \$		43,922.19
ACH	GARRATT CALLAHAN CO RP2-10/22 Water Tre RP1-10/22 Water Tre	atment Program	1218099 1218298		506.00 605.13
		GARRATT CALLAHAN COM	PANY \$		1,111.13
ACH	RBC RESOURCES HCP/Integrated Mode	1	47		2,618.00
		RBC RESOURCES	\$		2,618.00
ACH	DECALS BY DESIGN IN Install Decal Graph		16935		684.25
		DECALS BY DESIGN INC	\$		684.25
ACH	LUTZ JESCO AMERICA ( Metering Pump	CORPORATION	15027765		9,958.23
		LUTZ JESCO AMERICA CO	ORPORATION\$		9,958.23
ACH	AMERICAN PRINTING & Notebooks	PROMOTIONS	10676		854.55
		AMERICAN PRINTING & F	PROMOTIONS\$		854.55
ACH	FOODJA RP1 Ops-8/10 Lunch HQB Ops- 8/17 Lunch	Meeting	1459235 1459242		558.00 558.00
		FOODJA	\$		1,116.00
ACH	STAPLES CONTRACT & O Pens, Toner, Cartridge Invisible Tape Battery Pack Wall Hanger	e,Wrist Rests,Erase	3522572187 3522572190 3522572191 3522572189		531.36 13.38 61.41 17.86
3.07-	THE PART OF THE PA	STAPLES CONTRACT & CO	MIMERCIAT >		624.01
ACH	INLAND EMPIRE WINDUS Nipples, Couplings Coupling Nipples, Bushings	STRIAL CO	043124 01 043263 01 043208 01		66.59 22.24 164.10

Report For 11	: ZFIR_TREASURER L/01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ties Agency	Page 29 Date 12/19/2022
Check	Payee / Description	l		Amount
		INLAND EMPIRE WINDUS	STRIAL CO \$	252.93
ACH	LIBERTY LANDSCAPING Pump Repair and Se	al	112253	2,745.17
		LIBERTY LANDSCAPING	INC \$	2,745.17
ACH	FLEETISTICS 11/22 Geotab Solar	Asset Tracker	102988	2,873.46
		FLEETISTICS	\$	2,873.46
ACH	FRESNO FIRST BANK EN19006-10/22 Pay E EN19001-10/22 Pay E	st 24 st 24	PE 24-EN19006 PE 24-EN19001	
		FRESNO FIRST BANK	\$	375,470.87
ACH	INNOVATIVE CONSTRUC EN11039-10/22 Pay E		PE 4-EN11039	220,409.50
		INNOVATIVE CONSTRUCT	ION SOLUTI\$	220,409.50
ACH	METRO BUILDERS & ENGRW15003.05-10/22 Pag		PE 13-RW15003	33,392.50
		METRO BUILDERS & ENG	INEERS GRP\$	33,392.50
ACH	THE GATE GUY Refrectors, Coaxial	Extender,Service Cal	. 372	1,458.00
		THE GATE GUY	\$	1,458.00
ACH	BANNER BANK RW15003.06-10/22 Pag	y Est 15	PE 15-RW15003	42,757.91
		BANNER BANK	\$	42,757.91
ACH	INFINITE CONTROL SYS November 2022 Month	STEMS INC ly Maintenance Servic	5285	2,960.00
		INFINITE CONTROL SYS	TEMS INC \$	2,960.00
ACH	CARPI & CLAY INC 10/22 Fed Gov Advoca	acy Svcs	22-10-IEU	7,000.00
		CARPI & CLAY INC	\$	7,000.00
ACH	ESKER INC 10/22 Prof Svcs		460231702	20,000.00
		ESKER INC	\$	20,000.00
ACH	ZnRsvr-10/5-11/3 127	sn/TrnrBsn1-9/29-10/3	8002740158 10	73.11

Report For 11	: ZFIR TREASURER Inland Empire Utilit /01/2022 ~ 11/30/2022 Treasurer Report	cies Agency	Page 30 Date 12/19/2022
Check	Payee / Description		Amount
	RP4-10/5-11/3 12811 6th St OntLS-10/4-11/2 2525 Riverside Dr	8000598564 10 8001610323 10	378.03 34.28
	SO CALIF EDISON	\$	168,264.49
ACH	SHELL ENERGY NORTH AMERICA LP 10/22 Gas Cmmdty-Core,8/22 Adj	1100002880510	2,073.93
	SHELL ENERGY NORTH A	MERICA LP \$	2,073.93
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 23 11/18/22 Employee Ded	HR 0109400	177.00
	IEUA EMPLOYEES' ASSO	CIATION \$	177.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 23 11/18/22 Employee Ded	HR 0109400	345.00
	IEUA SUPERVISORS UNI	ON ASSOCIA\$	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 23 11/18/22 Employee Ded	HR 0109400	969.10
	IEUA GENERAL EMPLOYE	ES ASSOCIA\$	969.10
ACH	INLAND EMPIRE UNITED WAY P/R 23 11/18/22 Employee Ded	HR 0109400	21.00
	INLAND EMPIRE UNITED	WAY \$	21.00
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 23 11/18/22 Employee Ded	HR 0109400	648.00
	IEUA PROFESSIONAL EM	PLOYEES AS\$	648.00
ACH	WEX HEALTH INC P/R 23 11/18/22 Cafeteria Plan	HR 0109400	4,358.95
	WEX HEALTH INC	\$	4,358.95
ACH	CITY EMPLOYEES ASSOCIATES P/R 23 11/18/22 Employee Ded	HR 0109400	352.50
	CITY EMPLOYEES ASSOC	IATES \$	352.50
	FISHER SCIENTIFIC Sulfuric Acid Potassium Hydrogen Phthalate Potassium Hydrogen Phthalate Nitrile Gloves Nitric Acid Pipet Ster 10ml Chloroform, Cyl Glass, Sodium Sul Acs Rack, Chlorate Vial, Drierite, Carbon, Cyanide, Thiosulfate Poly-Cubitainer Hexanes Pesticide Lab-Arsenic, Ammonia, Zinc, Ionpac	6899769 6858661 6858659 4646841 4687201 4772930 5228669 6222213 6098212 6136872 5228667 6136871	137.71 29.24 29.24 758.41 468.97 82.72 3,265.07 149.78 479.68 212.65 1,119.72 4,811.22

Report For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 31 Date 12/19/2022
Check	Payee / Description	l		Amount
		FISHER SCIENTIFIC	\$	11,544.41
ACH	J R FILANC CONSRUCT RP1Primary Clarifie	ION CO INC r Scum Pipe Rehab J R FILANC CONSRUCTI		64,000.00 
ACH	SOUTHWEST ALARM SER Monitoring 11/22 Monitoring Security	VICE System for October 2 SOUTHWEST ALARM SERV		50.00 4,852.00  4,902.00
ACH	Laser Distance Meter Putty Knife Filter	Pull Strap,Eyewash S rew	9492596193 9488839888 9493695937 9494189914 9494191647 9493695945	210.12 51.88 2,037.58 556.07 17.11 178.01 250.07 31.50 378.53
		GRAINGER INC	\$	3,710.87
ACH	WATEREUSE ASSOCIATION Agency Mbrshp Rnwl	_	D47263	15,015.00  15,015.00
ACH	DELL MARKETING L P Quad Ports,PowderEd	ge Module,Dual Ports, DELL MARKETING L P	10620724706 \$	58,628.07 
ACH	FORD HALL COMPANY II Algae Scrubbers Repi		5611 C \$	36,686.48  36,686.48
				1,361.79 2,799.26 954.15
		AGILENT TECHNOLOGIES	\$	5,115.20
	CAROLLO ENGINEERS RW15003/15004-9/22 F		FB28492	22,498.20
		CAROLLO ENGINEERS	\$	22,498.20
	TOM DODSON & ASSOCIA 4600002931 8/22 Prof 4600002931 7/22 Prof	Svcs	IE355 22-1 IE-360-1	764.84 1,000.00
		TOM DODSON & ASSOCIAT	res \$	1,764.84

Report For 11	:: ZFIR TREASURER ./01/2022 ~ 11/30/202	Inland Empire Utili 22 Treasurer Report	ties Agency	Page 32 Date 12/19/2022
Check	Payee / Description	ı		Amount
ACH	BUTIER ENGINEERING Prof Svcs 9/1-9/30	INC BUTIER ENGINEERING	IEUA 003	23,091.00  23,091.00
ACH	SCHNEIDER ELECTRIC Temp Comp Input	SYSTEMS USA	94673375	1,868.01
ACH	KVAC ENVIRONMENTAL RP2 Vaccum Rentals	SCHNEIDER ELECTRIC S SERVICES IN  KVAC ENVIRONMENTAL S	KV2209153	3,776.66  3,776.66
ACH	CS-AMSCO RP1-10/4 Installati DeZURIK Plug New Valve and Actua DeZURIK Port Plug	·	18096 18144 18155 18122	1,350.00 8,371.84 6,571.34 3,229.85
ACH	STANTEC CONSULTING EN21042 9/22 Prof S		1984252 INC \$	4,989.50  4,989.50
ACH	PFM ASSET MANAGEMEN 10/1-10/31 Investme	T LLC nt Portfolio Mgmt PFM ASSET MANAGEMENT		7,529.03  7,529.03
ACH	CALIFORNIA STRATEGI 10/22 Prof Svcs	ES LLC  CALIFORNIA STRATEGIE	102226 ES LLC \$	7,500.00  7,500.00
ACH	MEYERS NAVE 10/22 PFAS Issues	MEYERS NAVE	199866	1,430.00 
ACH	BIOTAGE LLC Atlantic C-18 Disks Replacement Nozzle	BIOTAGE LLC	166848 166027 \$	1,454.26 342.13  1,796.39
ACH	CARRIER CORPORATION RP5-10/31 7 Wall Pa 7/26 - Repair & Mai: RP1-6/8 Chiller Rep HQ-Replace Unit RP1-7/15 Repair & M	ck Units PM Svc nt Svc air	90220328 90218055 90209695 90209697 90220650	791.00 1,225.00 5,211.82 1,175.00 1,168.59
		CARRIER CORPORATION	\$	9,571.41
ACH	YORK RISK SERVICES	GROUP INC		

		nd Empire Utili easurer Report	ities Agency	Page 33 Date 12/19/2022
	Payee / Description			Amount
	10/22-12/22 W/C Adm Fee 7/22-9/22 W/C Adm Fee -		400000105780 400000100330	6,437.50 6,437.50
		RISK SERVICES		12,875.00
ACH	UPS PROTECTION INC Battery Replacement		2210010	669.66
	UPS 1	PROTECTION INC	\$	669.66
ACH	GHD INC  11181240-8/27-10/1 Prof 8 4600002557-7/14-9/17 Prof 8 4600002557-9/27-10/1 Prof 8 EN24020-4/20-10/29 Prof 8 EN23124 9/5-10/17 Prof 8 EN19025-10/2-10/29 Prof 8 EN23124-10/19-10/29 Prof 7 EN23124-10/19-10/29 Prof 7 EN23124-10/19-10/17 Prof 8 EN19025-8/23-10/1 Prof 8 EN19025-8/23-10/1 Prof 8 EN17042-9/22 Prof Svcs EN20034.03-8/29-9/30 Prof	E Svcs E Svcs Svcs Vcs Svcs Vcs Vcs	380-0020740 380-0020774 380-0021370 380-0022219 380-0021228 380-0022255 380-0021774 380-0021928 380-0020034 380-0021088 380-0020486	6,982.12 14,152.08 1,459.88 59,148.38 14,227.20 2,821.00 6,064.58 4,065.51 17,353.64 12,342.25 12,098.85
	GHD ]	INC	\$	150,715.49
ACH	RELIABILITYWEB.COM 3 days CRL workshop RELIA	ABILITYWEB.COM	220242	27,365.00  27,365.00
ACH	STATEWIDE TRAFFIC SAFETY 08/12 Traffic Control Ser 9/16/21 Traffice Control	rvice.	3428132318 3428133227 AFETY AND S\$	1,650.00 1,650.00  3,300.00
ACH	CONSOLIDATED ELECTRICAL I 8/29 Troubleshoot Svcs		5440-1013244	
ACH	TECHNICAL SYSTEMS INC IS21005 9/12-10/14 Prof S	lvcs	8142-001	5,060.00
	TECHN	IICAL SYSTEMS II	NC \$	5,060.00
ACH	PACIFIC COURIERS INC October 2022 Courier Serv Sept 2022 Courier Service	:	22-10-2007 22-09-2008	2,557.50 2,465.38
ACH	SCP SCIENCE	'IC COURIERS IN		5,022.88
	Custom ICP/MS Standard	CTUNICE	IN0000341996	329.29
λCU		CIENCE	\$	329.29
ACH	JC LAW FIRM 9/22 City of Rancho Cucam	onga vs IEUA	1167 BAL	1,036.50

Report For 11	: ZFIR_TREASURER ./01/2022 ~ 11/30/202	Inland Empire Utili 2 Treasurer Report	ties Agency	Page 34 Date 12/19/20
Check	Payee / Description			Amou
	10/22 RCA Legal 10/22 Ortiz vs IEUA 10/22 Watermaster 10/22 Walker vs IEU 10/22 City of Ranch 10/22 Ontario vs IE 10/22 Regional Cont 10/22 General Legal	A o Cucamonga vs IEUA UA (CBP) ract	1180 1184 1182 1185 1179 1183 1181	520.0 770.0 10,675.0 455.0 845.0 2,925.0 14,982.5 28,752.5
		JC LAW FIRM	\$	60,961.5
ACH	MWH CONSTRUCTORS IN 4600002851-6/1-6/30		2022-30505777 IC \$	12,534.0  12,534.0
ACH	WATER SYSTEMS CONSU		φ	12,534.0
ACH	EN22041-9/22 Prof S		7234	6,455.0
		WATER SYSTEMS CONSU	LTING INC \$	6,455.0
ACH	CAPO PROJECTS GROUP 4600002731-9/22 Pro		6149	37,272.6
		CAPO PROJECTS GROUP	LLC \$	37,272.6
ACH	FOODJA 8/31 Mu Swot Meeting 9/8 VVWD Meeting Lu 9/15 CRL Workshop Lu	nch	1478700 1483598 1489164	218.7 344.8 503.4
		FOODJA	\$	1,067.1
ACH	INLAND EMPIRE WINDUS In Bound Freight Flanges, Piping, Bolts Freight		041906 03 041657 01 041669 02	18.5 937.4 18.7
		INLAND EMPIRE WINDU	STRIAL CO \$	974.7
ACH	ADAM'S FALCONRY SERVI 10/22 Bird Control St 8/22 Bird Control St 7/22 Bird Control St 8/22 Bird Control St 7/22 Bird Control St 9/22 Bird Control St 10/22 Bird Control St	Svcs /cs ervices /cs /cs /cs	17271 17106 17022 17146 17066 17193	2,340.00 1,560.00 1,820.00 1,820.00 1,820.00 1,820.00
		ADAM'S FALCONRY SER	VICE LLC \$	13,000.00
ACH	CPI INTERNATIONAL IN NexION Ni Skimmer Co		20057182	404.59
		CPI INTERNATIONAL I	NC \$	404.59
ACH	SO CALIF EDISON MntclLS-10/11-11/8 3 PhilLS-10/6-11/6 181	34 Palmetto-Phila 8 Phila St	8000031789 10 8000031143 10	1,337.86 8,713.88

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		ies Agency	Page 35 Date 12/19/2022
Check	Payee / Description	L		Amount
	HckryDm-10/6-11/6 1 JrpBsn-10/6-11/6 13 BnaBsn-10/6-11/6 14 RP4/TP4/RCA-10/5-11	450 Jurupa 017 Whittram Ped	8000257085 10 8000401711 10 8004504662 10 8000036690 10	774.33 63.63
		SO CALIF EDISON	\$	245,306.47
ACH	LEVEL 3 COMMUNICATI 11/22 993-1600	ONS LLC	993-1600 11/2	1,820.73
		LEVEL 3 COMMUNICATION	NS LLC \$	1,820.73
ACH	BENEFIT COORDINATOR 11/22 LTD, Agency Pd	S CORPORATI Life,Employee Pd Lif	11842	16,739.47
		BENEFIT COORDINATORS	CORPORATI\$	16,739.47
ACH	WEX HEALTH INC October 2022 Admin	Fees	0001617750-IN	237.50
		WEX HEALTH INC	\$	237.50
ACH	SO CALIF EDISON ElyBsn-10/6-11/6 16	65 Phila Ave	8000057558 10	84.18
		SO CALIF EDISON	\$	84.18
ACH	POMPA, JESSE Refund 2022 Medical	FSA Contributions	2022 FSA REFU	160.00
		POMPA, JESSE	\$	160.00
ACH	AQUA BEN CORPORATION RP1-13,800 Lbs Hydro DAFT-4,600 Lbs Hydro	ofloc 750A	44967 44966	20,519.91 6,493.02
		AQUA BEN CORPORATION	\$	27,012.93
ACH	FISHER SCIENTIFIC Nitrile Gloves, Bott	les,Carbon Std	7884125	1,700.42
		FISHER SCIENTIFIC	\$	1,700.42
ACH	PERKINELMER HEALTH S Whse-Chiller, Spectro		5305031456	25,203.00
		PERKINELMER HEALTH SO	CIENCES IN\$	25,203.00
ACH	ROYAL INDUSTRIAL SOI TechConnect Support Fuse Fuses		6441-1072384 6441-1070774 6441-1069884	143,510.00 512.10 886.21
		ROYAL INDUSTRIAL SOLU	TTIONS \$	144,908.31
ACH	WEST VALLEY MOSQUIT 10/22 Vector Control		2804	1,526.64
		WEST VALLEY MOSQUITO	AND \$	1,526.64

Report For 11	: ZFIR_TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 36 Date 12/19/2022
Check	Payee / Description	l .		Amount
ACH	APPLEONE EMPLOYMENT Espinoza, K/Stevenso Stevenson, B-WE 11/1 Espinoza, K/Stevenso	n,B-WE 10/15/22 2/22 n,B-WE 10/22/22	01-6456228 01-6485100 01-6465682	4,146.64 2,780.80 4,146.64
		APPLEONE EMPLOYMENT	SERVICES \$	11,074.08
ACH	CDM SMITH INC EN19006/EN19006/EN2 EN24002-8/28-10/1 P	4001/EN24002-10/22 Pr rof Svcs	90164158 90162979	8,313.53 2,485.70
		CDM SMITH INC	\$	10,799.23
ACH	AMETEK BROOKFIELD RP1-X631 Calibratio	n Svcs AMETEK BROOKFIELD	814594	854.00  854.00
ACH	CHINO BASIN WATER C		455	205.00
		CHINO BASIN WATER CO	NSERVATION\$	205.00
ACH	CAROLLO ENGINEERS EN17043/EN17110/EN1 RW15003/RW15004-10/		FB28749 FB29281	13,305.60
		CAROLLO ENGINEERS	\$	24,986.25
ACH	RED WING SHOE STORE Emp Safety Shoe Pure	chase(s)	314-1-17337	225.00
		RED WING SHOE STORE	\$	225.00
ACH	CITY TOOL WORKS INC Round Bar Shafts Transfer Pump		020712 020616	3,498.00 460.00
		CITY TOOL WORKS INC	\$	3,958.00
ACH	BABCOCK LABORATORIES Trichloropropane Total Solids, PFAS by		CH20483-2045 CI21906-2045 , INC \$	231.52 520.00  751.52
ACH	ROBERT HALF MANAGEMI Soto, A-WE 11/11/22 Bassinger, M-WE 11/04/22 Reyes, G-WE 10/28/22 Bassinger, M-WE 10/28/22 Reyes, G-WE 10/28/22 Reyes, G-WE 11/11/22 Reyes, G-WE 11/04/22 Bassinger, M-WE 11/11 Soto, A-WE 11/04/22	1/22 3/22	61060492 61018835 60924384 60986272 60986369 60999244 61081489 61040776 61067974 61018559	2,590.00 3,598.00 2,331.00 3,600.00 3,598.00 2,590.00 3,600.00 3,600.00 3,598.00 2,590.00

Report For 11	: ZFIR_TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 37 Date 12/19/2022
Check	Payee / Description			Amount
		ROBERT HALF MANAGEME	NT RESOURC\$	31,695.00
ACH	DC FROST ASSOCIATES Neoprene Bulbs	INC	43349	10,660.87
		DC FROST ASSOCIATES	INC \$	10,660.87
ACH	INSIDE PLANTS INC FcltyMgt/Lab-11/22	Indoor Plant Care	91798	706.50
		INSIDE PLANTS INC	\$	706.50
ACH	MONTE VISTA WATER D Agncy Spnsrshp 22/2	ISTRICT 3 WEWAC Prgrms	WEWAC-22/23	1,500.00
		MONTE VISTA WATER DI	STRICT \$	1,500.00
ACH	RSD Direct Coupled Actual Duct Sealant, Paint	ator Brush,Coil Brush,Scra	55377900-00 55374159-00	393.68 67.30
		RSD	\$	460.98
ACH	GRAPHIC DETAILS INC ExtAffs-Signs		9898	641.88
		GRAPHIC DETAILS INC	\$	641.88
ACH	JB'S POOLS & PONDS : 11/22 Pond Maint Sv		2266761100	1,194.85
		JB'S POOLS & PONDS I	NC \$	1,194.85
ACH	GHD INC 4600002557-7/5-10/1	Prof Svcs	380-0021086	1,792.45
		GHD INC	\$	1,792.45
ACH	EUROFINS EATON ANALY GWR-Era Trussell 10/18/22 Water Sampl GWR-Era Trussell 5/3/22 Water Sample 10/24/22 Water Sample 7/19/22 Water Sample	le Analysis Analysis Le Analysis	3800010408 3800009632 3800010409 3800005191 3800009378 3800009633	1,500.00 400.00 1,500.00 275.00 535.00 400.00
		EUROFINS EATON ANALY	TICAL LLC \$	4,610.00
ACH	AUTOZONE PARTS INC Gloves		5618775663	4,244.62
		AUTOZONE PARTS INC	\$	4,244.62
ACH	D & H WATER SYSTEMS Tube Assemblies RP1-Spare Membrane (		I2022-1385 I2022-1381	664.60 2,137.05
		D & H WATER SYSTEMS	INC \$	2,801.65

Report For 11	: ZFIR_TREASURER /01/2022 ~ 11/30/202	Inland Empire Uti 2 Treasurer Repor	lities Agency t	Page 38 Date 12/19/2022
Check	Payee / Description			Amount
ACH	THERMO ELECTRON NOR Ion Pac AS19	TH AMERICA THERMO ELECTRON N	9021233220 ORTH AMERICA \$	1,660.60  1,660.60
ACH	EVOQUA WATER TECHNO 10/1-12/31 DI Renta 7/1-9/30 Di Tank Re 5/1-7/31 PM Contrac	l ntal	905554684 905475652 905352304 NOLOGIES LLC \$	151.45 151.45 2,139.70  2,442.60
ACH	MWH CONSTRUCTORS IN 4600002851-9/22 Pro	f Svcs	22-30505777.1	28,885.00
ACH	GILLIS + PANICHAPAN EN13016.05-10/22 Pro		108364J	28,885.00 4,940.00 
ACH	AMAZON BUSINESS Frames, Bib, Car Charg	ger AMAZON BUSINESS	1FV4-1TNJ-6HG \$	207.92  207.92
ACH	SHAW HR CONSULTING I File Report	INC SHAW HR CONSULTIN	005925 G INC \$	80.00  80.00
ACH	COMPLETE PAPERLESS S CPS Prof Svcs Grant			5,600.00  5,600.00
ACH	THE SOLIS GROUP 7/1/2022-7/31/2022 EN18006-9/22 Prof St	rcs THE SOLIS GROUP	9192 9496 \$	2,967.00 1,893.00 4,860.00
ACH	CAPO PROJECTS GROUP RW15003.6-9/22 Prof RW15003.06-9/22 Prof EN11039-9/22 Prof Sv	LLC Svcs Svcs vcs	6186 6183 6184	334.00 334.00 334.00
ACH	BUCKNAM INFRASTRUCTU PA22003-9/22 Prof Sv		358-04.09	9,905.68  9,905.68
ACH	STAPLES CONTRACT & C Boxes Business Cards		3521783362 3521089128	332.38 29.30

	: ZFIR TREASURER Inland Empire Utilities Agency ./01/2022 ~ 11/30/2022 Treasurer Report	Page 39 Date 12/19/2022
Check	Payee / Description	Amount
	STAPLES CONTRACT & COMMERCIAL \$	361.68
ACH	LIBERTY LANDSCAPING INC November Monthly Maintenance 112375	19,088.00
	LIBERTY LANDSCAPING INC \$	19,088.00
ACH	CASAMAR GROUP LLC EN19001/EN19006-10/22 Prof Svcs 13257	14,220.24
	CASAMAR GROUP LLC \$	14,220.24
ACH	PILLSBURY WINTHROP SHAW PITTMA Sep/22 Professional Services 8499288	4,300.00
	PILLSBURY WINTHROP SHAW PITTMA\$	4,300.00
ACH	DENALI WATER SOLUTIONS LLC  RP1-8/22 Biosolids Hauling to IERCF INV345174  RP1 9/22 Biosolids Hauling to IERCF INV355465  RP2-9/22 Biosolids Hauling to IERCF INV355491  RP1-8/22 Biosolids Hauling to IERCF INV355462	28,317.31 26,978.66 22,716.17 181.11
	DENALI WATER SOLUTIONS LLC \$	78,193.25
ACH	BELZONA COATING SERVICES Coating Repairs at CCWRP 1027	1,000.00
	BELZONA COATING SERVICES \$	1,000.00
ACH	ALLFASTENERS USA LLC Installation Labor Safety Catwalk INV6141	22,526.04
	ALLFASTENERS USA LLC \$	22,526.04
ACH	SO CALIF EDISON BrksRWTrnOt-9/15-10/16 4349 Orchard St 8002166155 1 MntclBsn-10/14-11/14 4700 San Jose 8000092569 1 BrksStBsn-10/14-11/14 10661 Silicon Ped 8000094378 1 BrksRWTrnOt-10/17-11/15 4349 Orchard St 8002166155 1 SBLfStn-10/17-11/15 13707 San Bernardino 8003058251 1 MWDTrnt15T-10/17-11/15 12100 Banyan St 8004147332 1 MWDCB14/20-10/18-11/16 5752 East Ave/475 0478658163 1 MWDTrnt18-10/18-11/16 13400 Betsy Ross C 8000136547 1 1630EPmpStn-10/18-11/16 7420 1/2 East 8000414223 1 MntclSpltBx-10/18-11/16 11294 Roswell Av 8000629815 1 RP2MntLnchRm-10/18-11/16 16400 El Prado 8001015118 1 MWDTrnt15T-9/15-10/16 12100 Banyan St 8004147332 1 MWDTrnt18-9/16-10/17 13400 Betsy Ross Ct 8000136547 1	74.90 59.60 1 25.38 1 2,253.71 1 29.33 1 152.18 1 34.56 1 36,764.75 1 90.57 1 3,751.45 0 22.03-
	SO CALIF EDISON \$	43,172.04
ACH	ALMASRI, ADHAM Almasri, A-ExpRpt-Water Reuse Conference 4/7-8WTRRUSE Almasri, A-ExpRpt-DBIA 2022 9/24-26 DBIA Almasri, A-ExpRpt-WEFTEC 2022 10/8-12 WEFT	2 612.48
	ALMASRI, ADHAM \$	1,555.64

Report: ZFIR TREASURER Inland Empire Utilities Agency For 11/01/2022 ~ 11/30/2022 Treasurer Report				40 12/19/2022
Check	Payee / Description	l		Amount
ACH	ELIE, STEVE Elie,S-ExpRpt-Sacra	mento Trip 11-2022		 676.59
		ELIE, STEVE	\$ 	676.59
ACH	HALL, JASMIN Hall,J-ExpRpt-WEFTE	C 2022	10/8-12 WEFTE	 2,065.76
		HALL, JASMIN	\$	2,065.76
ACH	BIESIADA, JOSH Biesiada,J-ExpRpt-C	MAA 2022	10/9-11 CMAA2	 112.50
		BIESIADA, JOSH	\$	112.50
ACH	MONFORE, KENNETH Monfore, K-ExpRpt-Tr	i-State Seminar	8/9-10 TRISTS	28.48
		MONFORE, KENNETH	\$	 28.48
ACH	GARCIA, CHRISTOPHER Garcia,C-ExpRpt-CA	Data Collaborative Su	8/17-18CADATA	 127.09
		GARCIA, CHRISTOPHER	\$	127.09
ACH	REDDY, SUSHMITHA Reddy,S-ExpRpt-CA-N	V AWWA Annual Confere	10/24-29AWWAC	1,668.36
		REDDY, SUSHMITHA	\$	1,668.36
ACH	WILSON, BRIAN Wilson, B-ExpRpt-DBIA Wilson, B-ExpRpt-CMAA		8/24-26 DBIA2 10/9-11 CMAA2	414.60 754.30
		WILSON, BRIAN	\$	 1,168.90
ACH	BREIG, ANNA Reim Monthly Health	Prem	HEALTH PREM	153.53
		BREIG, ANNA	\$	 153.53
ACH	ESTRADA, JIMMIE J Reim Monthly Health	Prem	HEALTH PREM	456.06
		ESTRADA, JIMMIE J	\$	 456.06
	HORNE, WILLIAM Reim Monthly Health	Prem	HEALTH PREM	456.06
		HORNE, WILLIAM	\$	 456.06
	LICHTI, ALICE Reim Monthly Health	Prem	HEALTH PREM	 153.53
		LICHTI, ALICE	\$	 153.53
	NOWAK, THEO T Reim Monthly Health	Prem	HEALTH PREM	 442.04

	70172022 117307202	2 Treasurer Report		Date 12/19/202
Check	Payee / Description			Amour
		NOWAK, THEO T	\$	442.04
ACH	DYKSTRA, BETTY Reim Monthly Health	Prem	HEALTH PREM	153.53
		DYKSTRA, BETTY	\$	153.53
ACH	MUELLER, CAROLYN Reim Monthly Health	Prem	HEALTH PREM	153.53
		MUELLER, CAROLYN	\$	153.53
ACH	CANADA, ANGELA Reim Monthly Health	Prem	HEALTH PREM	153.53
		CANADA, ANGELA	\$	153.53
ACH	CUPERSMITH, LEIZAR Reim Monthly Health	Prem	HEALTH PREM	153.53
		CUPERSMITH, LEIZAR	\$	153.53
ACH	DELGADO-ORAMAS JR, Reim Monthly Health		HEALTH PREM	302.53
		DELGADO-ORAMAS JR, J	OSE \$	302.53
ACH	GRANGER, BRANDON Reim Monthly Health	Prem	HEALTH PREM	147.76
		GRANGER, BRANDON	\$	147.76
ACH	GADDY, CHARLES L Reim Monthly Health	Prem	HEALTH PREM	147.76
		GADDY, CHARLES L	\$	147.76
ACH	WEBB, DANNY C Reim Monthly Health	Prem	HEALTH PREM	149.00
		WEBB, DANNY C	\$	149.00
ACH	HUMPHREYS, DEBORAH B Reim Monthly Health		HEALTH PREM	151.27
		HUMPHREYS, DEBORAH E	\$	151.27
ACH	MOUAT, FREDERICK W Reim Monthly Health	Prem	HEALTH PREM	151.27
		MOUAT, FREDERICK W	\$	151.27
	MORGAN, GARTH W Reim Monthly Health	Prem	HEALTH PREM	149.00
		MORGAN, GARTH W	\$	149.00
	ALLINGHAM, JACK Reim Monthly Health	Drom	HEALTH PREM	2.27

Report For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utili 2 Treasurer Report	ities Agency	Page 42 Date 12/19/202
Check	Payee / Description			Amoun
		ALLINGHAM, JACK	\$	2.27
ACH	MAZUR, JOHN Reim Monthly Health	Prem	HEALTH PREM	511.16
		MAZUR, JOHN	\$	511.16
ACH	HAMILTON, MARIA Reim Monthly Health	Prem	HEALTH PREM	149.00
		HAMILTON, MARIA	\$	149.00
ACH	RAMOS, CAROL Reim Monthly Health	Prem	HEALTH PREM	2.27
		RAMOS, CAROL	\$	2.27
ACH	FISHER, JAY Reim Monthly Health	Prem	HEALTH PREM	149.00
		FISHER, JAY	\$	149.00
ACH	KING, PATRICK Reim Monthly Health	Prem	HEALTH PREM	2.27
		KING, PATRICK	\$	2.27
ACH	DIETZ, JUDY Reim Monthly Health	Prem	HEALTH PREM	149.00
		DIETZ, JUDY	\$	149.00
	MONZAVI, TAGHI Reim Monthly Health	Prem	HEALTH PREM	2.27
		MONZAVI, TAGHI	\$	2.27
	PETERSEN, KENNETH Reim Monthly Health	Prem	HEALTH PREM	153.53
		PETERSEN, KENNETH	\$	153.53
	TRAUTERMAN, HELEN Reim Monthly Health	Prem	HEALTH PREM	153.53
		TRAUTERMAN, HELEN	\$	153.53
	TIEGS, KATHLEEN Reim Monthly Health	Prem	HEALTH PREM	456.06
		TIEGS, KATHLEEN	\$	456.06
ACH	DIGGS, GEORGE Reim Monthly Health	Prem	HEALTH PREM	449.05
		DIGGS, GEORGE	\$	449.05
ACH	HAYES, KENNETH			

	: ZFIR TREASURER /01/2022 ~ 11/30/202		ies Agency	Page 43 Date 12/19/2022
Check	Payee / Description			Amount
	Reim Monthly Health	Prem	HEALTH PREM	456.06
		HAYES, KENNETH	\$	456.06
ACH	RODRIGUEZ, LOUIS Reim Monthly Health	Prem	HEALTH PREM	151.27
		RODRIGUEZ, LOUIS	\$	151.27
ACH	VARBEL, VAN Reim Monthly Health	Prem	HEALTH PREM	302.53
		VARBEL, VAN	\$	302.53
ACH	CLIFTON, NEIL Reim Monthly Health	Prem	HEALTH PREM	302.53
		CLIFTON, NEIL	\$	302.53
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health		HEALTH PREM	302.53
		WELLMAN, JOHN THOMAS	\$	302.53
ACH	TROXEL, WYATT Reim Monthly Health	Prem	HEALTH PREM	153.53
		TROXEL, WYATT	\$	153.53
ACH	CORLEY, WILLIAM Reim Monthly Health	Prem	HEALTH PREM	302.53
		CORLEY, WILLIAM	\$	302.53
ACH	LESNIAKOWSKI, NORBER Reim Monthly Health		HEALTH PREM	146.52
		LESNIAKOWSKI, NORBER	г \$	146.52
ACH	VER STEEG, ALLEN J Reim Monthly Health	Prem	HEALTH PREM	147.76
		VER STEEG, ALLEN J	\$	147.76
ACH	HACKNEY, GARY Reim Monthly Health	Prem	HEALTH PREM	511.16
		HACKNEY, GARY	\$	511.16
	TOL, HAROLD Reim Monthly Health	Prem	HEALTH PREM	153.53
		TOL, HAROLD	\$	153.53
	BANKSTON, GARY Reim Monthly Health	Prem	HEALTH PREM	153.53
		BANKSTON, GARY	\$	153.53

For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	res waleuch	Page 44 Date 12/19/2022
Check	Payee / Description			Amount
ACH	ATWATER, RICHARD Reim Monthly Health	Prem ATWATER, RICHARD	HEALTH PREM	149.00  149.00
ACH	FIESTA, PATRICIA Reim Monthly Health		HEALTH PREM	302.53
ACH	CARAZA, TERESA Reim Monthly Health		\$ HEALTH PREM \$	2.27
ACH	ANDERSON, JOHN L Reim Monthly Health	i	HEALTH PREM	456.06  456.06
ACH	SANTA CRUZ, JACQUELY Reim Monthly Health		HEALTH PREM	727.09 727.09
ACH	HECK, ROSELYN Reim Monthly Health	Prem HECK, ROSELYN	HEALTH PREM	2.27
ACH	SOPICKI, LEO Reim Monthly Health	Prem SOPICKI, LEO	HEALTH PREM	295.52  295.52
ACH	GOSE, ROSEMARY Reim Monthly Health	Prem GOSE, ROSEMARY	HEALTH PREM	149.00 
ACH	KEHL, BARRETT Reim Monthly Health	Prem KEHL, BARRETT	HEALTH PREM	149.00  149.00
ACH	RITCHIE, JANN Reim Monthly Health	Prem RITCHIE, JANN	HEALTH PREM	149.00  149.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health	Prem LONG, ROCKWELL DEE	HEALTH PREM	362.16  362.16
ACH	FATTAHI, MIR Reim Monthly Health	Prem FATTAHI, MIR	HEALTH PREM	149.00  149.00

Report For 11	: ZFIR_TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ies Agency	Page 45 Date 12/19/2022
Check	Payee / Description			Amount
ACH	VERGARA, FLORENTINO Reim Monthly Health		HEALTH PREM	302.53  302.53
ACH	WALL, DAVID Reim Monthly Health	Prem WALL, DAVID	HEALTH PREM	151.27  151.27
ACH	CHUNG, MICHAEL Reim Monthly Health	Prem CHUNG, MICHAEL	HEALTH PREM	151.27  151.27
ACH	ADAMS, PAMELA Reim Monthly Health	Prem ADAMS, PAMELA	HEALTH PREM	2.27
ACH	BLASINGAME, MARY Reim Monthly Health	Prem BLASINGAME, MARY	HEALTH PREM	153.53  153.53
ACH	ANDERSON, KENNETH Reim Monthly Health	Prem ANDERSON, KENNETH	HEALTH PREM	151.27  151.27
ACH	MOE, JAMES Reim Monthly Health	Prem MOE, JAMES	HEALTH PREM	2.27  2.27
ACH	POLACEK, KEVIN Reim Monthly Health	Prem POLACEK, KEVIN	HEALTH PREM	719.78  719.78
ACH	ELROD, SONDRA Reim Monthly Health	Prem ELROD, SONDRA	HEALTH PREM	151.27  151.27
ACH	FRAZIER, JACK Reim Monthly Health	Prem FRAZIER, JACK	HEALTH PREM	2.27  2.27
	HOAK, JAMES Reim Monthly Health	Prem HOAK, JAMES	HEALTH PREM	149.00  149.00
	DEZHAM, PARIVASH Reim Monthly Health	Prem	HEALTH PREM	2.27

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		ies Agency	Page 46 Date 12/19/2022
Check	Payee / Description			Amount
		DEZHAM, PARIVASH	\$	2.27
ACH	FOLEY III, DANIEL J Reim Monthly Health		HEALTH PREM	2.27
		FOLEY III, DANIEL J.	\$	2.27
ACH	CLEVELAND, JAMES Reim Monthly Health	Prem	HEALTH PREM	149.00
		CLEVELAND, JAMES	\$	149.00
ACH	LANGNER, CAMERON Reim Monthly Health	Prem	HEALTH PREM	430.80
		LANGNER, CAMERON	\$	430.80
ACH	HAMILTON, LEANNE Reim Monthly Health	Prem	HEALTH PREM	2.27
		HAMILTON, LEANNE	\$	2.27
ACH	HOOSHMAND, RAY Reim Monthly Health	Prem	HEALTH PREM	149.00
		HOOSHMAND, RAY	\$	149.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health	Prem	HEALTH PREM	149.00
		SCHLAPKOHL, JACK	\$	149.00
ACH	POOLE, PHILLIP Reim Monthly Health	Prem	HEALTH PREM	210.89
		POOLE, PHILLIP	\$	210.89
ACH	ADAMS, BARBARA Reim Monthly Health	Prem	HEALTH PREM	147.76
		ADAMS, BARBARA	\$	147.76
ACH	RUESCH, GENECE Reim Monthly Health	Prem	HEALTH PREM	153.53
		RUESCH, GENECE	\$	153.53
	VANDERPOOL, LARRY Reim Monthly Health	Prem	HEALTH PREM	568.24
		VANDERPOOL, LARRY	\$	568.24
	AMBROSE, JEFFREY Reim Monthly Health	Prem	HEALTH PREM	302.53
		AMBROSE, JEFFREY	\$	302.53
	MERRILL, DIANE Reim Monthly Health	Prem	HEALTH PREM	569.48

For 11	:: ZFIR TREASURER _/01/2022 ~ 11/30/202	Inland Empire Utili 2 Treasurer Report		Page 47 Date 12/19/20
Check	Payee / Description	ı		Amou
		MERRILL, DIANE	\$	569.4
ACH	HOUSER, ROD Reim Monthly Health	Prem	HEALTH PREM	717.2
		HOUSER, ROD	\$	717.2
ACH	RUSSO, VICKI Reim Monthly Health	Prem	HEALTH PREM	210.8
		RUSSO, VICKI	\$	210.8
ACH	HUSS, KERRY Reim Monthly Health	Prem	HEALTH PREM	989.9
		HUSS, KERRY	\$	989.9
ACH	BINGHAM, GREGG Reim Monthly Health	Prem	HEALTH PREM	153.5
		BINGHAM, GREGG	\$	153.5
ACH	CHARLES, DAVID Reim Monthly Health	Prem	HEALTH PREM	149.0
		CHARLES, DAVID	\$	149.0
ACH	ALVARADO, ROSEMARY Reim Monthly Health	Prem	HEALTH PREM	153.5
		ALVARADO, ROSEMARY	\$	153.53
ACH	BARELA, GEORGE Reim Monthly Health	Prem	HEALTH PREM	149.0
		BARELA, GEORGE	\$	149.00
ACH	FETZER, ROBERT Reim Monthly Health	Prem	HEALTH PREM	719.78
		FETZER, ROBERT	\$	719.78
ACH	SPAETH, ERIC Reim Monthly Health	Prem	HEALTH PREM	2.2
		SPAETH, ERIC	\$	2.2
ACH	DAVIS, MARTHA Reim Monthly Health	Prem	HEALTH PREM	2.2
		DAVIS, MARTHA	\$	2.2
ACH	BRULE, CHRISTOPHER Reim Monthly Health	Prem	HEALTH PREM	210.89
		BRULE, CHRISTOPHER	\$	210.89

Report For 11	: ZFIR_TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	ties Agency	Page 48 Date 12/19/2022
Check	Payee / Description			Amount
	Reim Monthly Health	Prem	HEALTH PREM	362.16
		ROOS, JAMES	\$	362.16
ACH	MULLANEY, JOHN	Dacom	HEALTH PREM	350.90
	Reim Monthly Health			359.89  359.89
ACH	VATENIZITET A DANTER	MULLANEY, JOHN	\$	339.69
ACH	VALENZUELA, DANIEL Reim Monthly Health	Prem	HEALTH PREM	570.78
		VALENZUELA, DANIEL	\$	570.78
ACH	PACE, BRIAN	Drawn	אינוכו ועם דעיונו	420.40
	Reim Monthly Health		HEALTH PREM	420.48
7.077	WING TOCHOU	PACE, BRIAN	\$	420.48
ACH	KING, JOSEPH Reim Monthly Health	Prem	HEALTH PREM	149.00
		KING, JOSEPH	\$	149.00
ACH	VILLALOBOS, HECTOR	<b>The same</b>	IIIAI IIII DDIM	210.00
	Reim Monthly Health		HEALTH PREM	210.89
		VILLALOBOS, HECTOR	\$	210.89
ACH	BAXTER, KATHLEEN Reim Monthly Health	Prem	HEALTH PREM	210.89
		BAXTER, KATHLEEN	\$	210.89
ACH	PENMAN, DAVID	Person	THE TOTAL DISTRA	570.70
	Reim Monthly Health		HEALTH PREM	570.78
	ANGER DIGITO	PENMAN, DAVID	\$	570.78
ACH	ANGIER, RICHARD Reim Monthly Health	Prem	HEALTH PREM	570.78
		ANGIER, RICHARD	\$	570.78
ACH	MERRILL, DEBORAH	2	****** * **** ************************	152 52
	Reim Monthly Health		HEALTH PREM	153.53
		MERRILL, DEBORAH	\$	153.53
ACH	O'DEA, KRISTINE Reim Monthly Health	Prem	HEALTH PREM	151.27
		O'DEA, KRISTINE	\$	151.27
ACH	OAKDEN, LISA	_	11117 t hour a source of	510.50
	Reim Monthly Health		HEALTH PREM	719.78
		OAKDEN, LISA	\$ 	719.78

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		ities Agency	Page 49 Date 12/19/2022
Check	Payee / Description			Amount
ACH	LAUGHLIN, JOHN Reim Monthly Health	Prem LAUGHLIN, JOHN	HEALTH PREM	149.00  149.00
ACH	HUGHBANKS, ROGER Reim Monthly Health	Prem HUGHBANKS, ROGER	HEALTH PREM	210.89  210.89
ACH	SPENDLOVE, DANNY Reim Monthly Health	Prem SPENDLOVE, DANNY	HEALTH PREM	151.27  151.27
ACH	HOULIHAN, JESSE Reim Monthly Health	Prem HOULIHAN, JESSE	HEALTH PREM	362.16 362.16
ACH	WARMAN, EVELYN Reim Monthly Health	Prem WARMAN, EVELYN	HEALTH PREM	2.27
ACH	HERNANDEZ, DELIA Reim Monthly Health	Prem HERNANDEZ, DELIA	HEALTH PREM	210.89  210.89
ACH	GUARDIANO, GARY Reim Monthly Health	Prem GUARDIANO, GARY	HEALTH PREM	151.27  151.27
ACH	POMERLEAU, THOMAS Reim Monthly Health	Prem POMERLEAU, THOMAS	HEALTH PREM	2.27
ACH	BARRER, SATURNINO Reim Monthly Health	Prem BARRER, SATURNINO	HEALTH PREM	359.89  359.89
ACH	LACEY, STEVEN Reim Monthly Health	Prem LACEY, STEVEN	HEALTH PREM	786.72  786.72
ACH	MILLS, JOHN Reim Monthly Health	Prem MILLS, JOHN	HEALTH PREM	2.27  2.27
ACH	REED, RANDALL Reim Monthly Health	Prem REED, RANDALL	HEALTH PREM	719.78  719.78

Report For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	cies Agency	Page 50 Date 12/19/2022
Check	Payee / Description			Amount
ACH	RAMIREZ, REBECCA Reim Monthly Health	Prem RAMIREZ, REBECCA	HEALTH PREM	359.89  359.89
ACH	RAZAK, HALLA Reim Monthly Health	Prem RAZAK, HALLA	HEALTH PREM	149.00  149.00
ACH	OSBORN, CINDY L Reim Monthly Health	Prem OSBORN, CINDY L	HEALTH PREM	359.89  359.89
ACH	FESTA, GARY Reim Monthly Health	Prem FESTA, GARY	HEALTH PREM	279.53  279.53
ACH	MENDEZ, DAVID G Reim Monthly Health	Prem MENDEZ, DAVID G	HEALTH PREM	362.16  362.16
ACH	DELGADO, FLOR MARIA Reim Monthly Health		HEALTH PREM	149.00  149.00
ACH	GROENVELD, NELLETJE Reim Monthly Health	Prem GROENVELD, NELLETJE	HEALTH PREM	210.89  210.89
ACH	BATONGMALAQUE, CHARI Reim Monthly Health		HEALTH PREM	362.16  362.16
ACH	BOBBITT, JOHN Reim Monthly Health	Prem BOBBITT, JOHN	HEALTH PREM	149.00  149.00
	NEIGHBORS, CLAUDIA Reim Monthly Health	Prem NEIGHBORS, CLAUDIA	HEALTH PREM	300.27
	CHENG, TINA Y Reim Monthly Health	Prem CHENG, TINA Y	HEALTH PREM	153.53  153.53
	JACKSON, PATRICIA M Reim Monthly Health	Prem	HEALTH PREM	151.27

	: ZFIR TREASURER /01/2022 ~ 11/30/202		ties Agency	Page 51 Date 12/19/2022
Check	Payee / Description			Amount
		JACKSON, PATRICIA M	\$	151.27
ACH	GIBSON, CONSTANCE A Reim Monthly Health		HEALTH PREM	149.00
		GIBSON, CONSTANCE A	\$	149.00
ACH	GU, JASON Reim Monthly Health	Prem	HEALTH PREM	151.27
		GU, JASON	\$	151.27
ACH	KOPP, LINDA L Reim Monthly Health	Prem	HEALTH PREM	2.27
		KOPP, LINDA L	\$	2.27
ACH	SCHERCK, JOHN Reim Monthly Health	Prem	HEALTH PREM	359.89
		SCHERCK, JOHN	\$	359.89
ACH	WOODRUFF, APRIL F Reim Monthly Health	Prem	HEALTH PREM	2.27
		WOODRUFF, APRIL F	\$	2.27
ACH	BUCHANAN, JAMES S Reim Monthly Health	Prem	HEALTH PREM	149.00
		BUCHANAN, JAMES S	\$	149.00
ACH	LUCAS, LARRY Reim Monthly Health	Prem	HEALTH PREM	149.00
		LUCAS, LARRY	\$	149.00
ACH	LOPEZ, MARK A Reim Monthly Health	Prem	HEALTH PREM	359.89
		LOPEZ, MARK A	\$	359.89
ACH	SANTA CRUZ, VICTOR Reim Monthly Health	Prem	HEALTH PREM	578.09
		SANTA CRUZ, VICTOR	\$	578.09
ACH	TRAUGOTT, JEFFREY P Reim Monthly Health	Prem	HEALTH PREM	151.27
		TRAUGOTT, JEFFREY P	\$	151.27
ACH	RIVERA, VINCENT J Reim Monthly Health	Prem	HEALTH PREM	302.53
		RIVERA, VINCENT J	\$	302.53
ACH	DOAN, KHANH V Reim Monthly Health	Prem	HEALTH PREM	719.78

For 11	: ZFIR TREASURER /01/2022 ~ 11/30/202	Inland Empire Utilit 2 Treasurer Report	les Agency	Page 52 Date 12/19/20
Check	Payee / Description			Amou
		DOAN, KHANH V	\$	719.7
ACH	ARGUELLES, ALEX Reim Monthly Health	Prem	HEALTH PREM	786.7
		ARGUELLES, ALEX	\$	786.7
ACH	PROCTOR, CRAIG Reim Monthly Health	Prem	HEALTH PREM	570.78
		PROCTOR, CRAIG	\$	570.7
ACH	STONE, VICTORIA L Reim Monthly Health	Prem	HEALTH PREM	570.78
		STONE, VICTORIA L	\$	570.78
ACH	KREIMEYER, CARL L Reim Monthly Health	Prem	HEALTH PREM	359.89
		KREIMEYER, CARL L	\$	359.8
ACH	CHAVEZ, NESTOR Reim Monthly Health	Prem	HEALTH PREM	359.8
		CHAVEZ, NESTOR	\$	359.8
ACH	CUNNINGHAM, RICHARD Reim Monthly Health		HEALTH PREM	151.2
		CUNNINGHAM, RICHARD	A \$	151.2
ACH	MCCHRISTY, KAREN Reim Monthly Health	Prem	HEALTH PREM	151.2
		MCCHRISTY, KAREN	\$	151.2
ACH	ROSALES, TIMOTEO P Reim Monthly Health	Prem	HEALTH PREM	719.78
		ROSALES, TIMOTEO P	\$	719.78
ACH	PELLY, GARY Reim Monthly Health	Prem	HEALTH PREM	147.76
		PELLY, GARY	\$	147.76
ACH	GUTIERREZ, MICHAEL ( Reim Monthly Health		HEALTH PREM	153.53
		GUTIERREZ, MICHAEL C	\$	153.53
/CH	ROBISON, JOHN Reim Monthly Health	Prem	HEALTH PREM	149.00
		ROBISON, JOHN	\$	149.00

	: ZFIR TREASURER _/01/2022 ~ 11/30/202		ies Agency	Page 53 Date 12/19/2022
Check	Payee / Description	L		Amount
	Reim Monthly Health	Prem	HEALTH PREM	302.53
		DELZER, HARLAN D	\$	302.53
ACH	OAKDEN, SCOTT A Reim Monthly Health	Drom	HEALTH PREM	570.78
	Reim Monchity Hearth	OAKDEN, SCOTT A	\$	570.78
ACH	HEIN, DAVID J	OARDEN, SCOTT A	¥	370.76
ACII	Reim Monthly Health	Prem	HEALTH PREM	210.89
		HEIN, DAVID J	\$	210.89
ACH	VALENCIA, CHRISTINA Reim Monthly Health		HEALTH PREM	210.89
	Reim Monenty mearth	VALENCIA, CHRISTINA	\$	210.89
ACH	FRESQUEZ, ADRIAN	VALLEVELA, CHULDILIVA	٣	210.03
21011	Reim Monthly Health	Prem	HEALTH PREM	359.89
		FRESQUEZ, ADRIAN	\$	359.89
ACH	MALDONADO, ARTHUR Reim Monthly Health	Prem	HEALTH PREM	2.27
	1.02.11.7 1.002.01.1	MALDONADO, ARTHUR	\$	2,27
ACH	SARMIENTO, JESSICA			
	Reim Monthly Health	Prem	HEALTH PREM	210.89
		SARMIENTO, JESSICA	\$	210.89
ACH	VANBREUKELEN, ALBER' Reim Monthly Health	T Prem	HEALTH PREM	149.00
	-	VANBREUKELEN, ALBERT	\$	149.00
ACH	O'BRIEN, MICHELLE			
	Reim Monthly Health	Prem	HEALTH PREM	204.01
		O'BRIEN, MICHELLE	\$	204.01
ACH	AVILA, GLORIA Reim Monthly Health	Prem	HEALTH PREM	210.89
	-	AVILA, GLORIA	\$	210.89
ACH	HOBBS, GARY B			
	Reim Monthly Health		HEALTH PREM	153.53
		HOBBS, GARY B	\$ 	153.53
ACH	MALKANI, SURESH Reim Monthly Health	Prem	HEALTH PREM	359.89
	_	MALKANI, SURESH	\$	359.89

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		Empire Utili surer Report	ties Ag	gency	Page Date	54 12/19/2022
Check	Payee / Description	L					Amount
ACH	JONES, ALLAN D Reim Monthly Health	Prem		HEALT	TH PREM		210.89
		JONES,	ALLAN D		\$		210.89
ACH	NORIEGA, MANUAL Reim Monthly Health	Prem		HEALT	H PREM		210.89
		NORIEG	A, MANUAL		\$		210.89
ACH	KLING, WANDA Reim Monthly Health	Prem		HEALT	H PREM		359.89
		KLING,	WANDA		\$		359.89
ACH	RUSSO, EFRAIN Reim Monthly Health	Prem		HEALT	H PREM		2.27
		RUSSO,	EFRAIN		\$		2.27
ACH	U S BANK *4246044555646425	11/22		5564-	6425 11/		97,519.90
		U S BAI	ΝK		\$		97,519.90
ACH	EMPOWER RETIREMENT P/R 22 11/4/22 Defe	rred Cor	qp	HR	0109200		86,155.35
		EMPOWE	R RETIREMENT		\$		86,155.35
ACH	EMPOWER RETIREMENT P/R 23 11/18/22 Def	erred Co	qmo	HR	0109400		86,497.24
		EMPOWER	R RETIREMENT		\$		86,497.24

Grand Total Payment Amount: \$ 16,202,915.49

# Attachment 2D

Vendor Wires (excludes Payroll)

	: ZFIR_TREASURER /01/2022 ~ 11/30/202		ities A	gency	Page Date	1 12/19/2022
Check	Payee / Description					Amount
Wire	AUBIN LTD Wire Fee For Inv PF Down Pymt \$769.50 E			K 110-WIR K 110		50.00- 769.50
		AUBIN LTD		\$		719.50
Wire	STATE DISBURSEMENT P/R 22 11/4/22	UNIT	HR	0109200		1,629.68
		STATE DISBURSEMENT	UNIT	\$		1,629.68
Wire	EMPLOYMENT DEVELOPM P/R 22 11/4/22 Taxes P/R 22 11/4/22 Taxes	S	HR HR	0109200 0109200		73,016.29 13,765.09
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		86,781.38
Wire	INTERNAL REVENUE SE P/R 22 11/4/22 Taxes		HR	0109200	_ 3	67,983.76
		INTERNAL REVENUE SE	ERVICE	\$	3	67,983.76
Wire	PUBLIC EMPLOYEES RET P/R 22 11/4 PERS Ad P/R 22 11/4/22 PERS		P/R : HR	22 11/4 A 0109200		1,217.85- 11,226.98
		PUBLIC EMPLOYEES RE	TIREME	NT SY\$	2	10,009.13
Wire	EMPLOYMENT DEVELOPMI P/R DIR 11 11/10/22		HR	0109300		406.99
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		406.99
Wire	INTERNAL REVENUE SEP P/R DIR 11 11/10/22		HR	0109300		2,618.44
		INTERNAL REVENUE SE	RVICE	\$		2,618.44
Wire	STATE DISBURSEMENT ( P/R 23 11/18/22 P/R 23 11/18/22 ADJ	NIT	HR 11182	0109400 22 ADJ		1,629.68 607.50
		STATE DISBURSEMENT	UNIT	\$		2,237.18
Wire	EMPLOYMENT DEVELOPME P/R 23 11/18/22 Taxe P/R 23 11/18/22 Taxe	es	HR HR	0109400 0109400		13,636.05 75,682.21
		EMPLOYMENT DEVELOPM	ENT DE	PARTM\$		89,318.26
Wire	INTERNAL REVENUE SEF P/R 23 11/18/22 Taxe		HR	0109400	3	73,836.11
		INTERNAL REVENUE SE	RVICE	\$	3	73,836.11
Wire	PUBLIC EMPLOYEES RETP/R 23 11/18 PERS ACTION P/R 23 11/18/22 PERS	łj	P/R 2 HR	23 11/18 0109400		1,275.44- 12,928.24

Report For 11	Report: ZFIR TREASURER Inland Empire Utilities Agency For 11/01/2022 ~ 11/30/2022 Treasurer Report			
Check	Payee / Description	Amount		
	PUBLIC EMPLOYEES RETIREMENT SY\$	211,652.80		
Wire	PUBLIC EMPLOYEES' RETIREMENT S 11/22 Health Ins-Board 16971720 11/2 11/22 Health Ins-Retirees, Employees 16971716 11/2			
	PUBLIC EMPLOYEES' RETIREMENT S\$	304,476.78		
Wire	CALPERS CA Employers's Retiree Benefit Trust 111722	4,500,000.00		
	CALPERS \$	4,500,000.00		
Wire	METROPOLITAN WATER DISTRICT September 2022 Water Purchase 10904	3,984,616.70		
	METROPOLITAN WATER DISTRICT \$	3,984,616.70		
Wire	STATE BOARD OF EQUALIZATION 10/22 Sales Tax Deposit 23784561 10/2	13,098.00		
	STATE BOARD OF EQUALIZATION \$	13,098.00		

Grand Total Payment Amount: \$ 10,149,384.71

# Attachment 2E

# Payroll-Net Pay-Directors

# **INLAND EMPIRE UTILITIES AGENCY**

# **Ratification of Board of Directors**

# Payroll for November 11 ,2022 Presented at Board Meeting on January 18, 2023

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,368.71	\$2,103.63
Marco A. Tule	\$2,992.30	\$1,342.12
Michael Camacho	\$4,652.76	\$1,695.10
Steven J. Elie	\$3,497.79	\$1,074.30
Paul Hofer	\$0.00	\$0.00
TOTALS	\$14,511.56	\$6,215.15

	Count	Amount
TOTAL EFTS PROCESSED	4	\$6,215.15
TOTAL CHECKS PROCESSED	0	\$0.00
CHECK NUMBERS USED	N/A	

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

MICHAEL CAMACHO EMPLOYEE NO.: 1140

ACCOUNT NO.: 10200-120100-100000-501010

**OCTOBER 2022** 

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10/4/2022	IEUA - Meeting w/GM Deshmukh	Yes (staff)	\$0.00
10/6/2022	IEUA-Southern Coalition/Inland Caucus Mtg Conference Call	Yes	\$260.00
10/10/2022	MWD - Committee Meetings via Zoom	Yes	\$260.00
10/11/2022	MWD - Committee Meetings and Board Meeting Inperson	Yes	\$260.00
10/12/2022	IEUA - CBP Ad Hoc Committee Meeting via MS Teams	Yes	\$260.00
10/19/2022	IEUA – IEUA Board Meeting via MS Teams	Yes	\$260.00
10/24/2022	IEUA- Lunch Meeting & Tour with Stantec	Yes	\$260.00
10/25/2022	MWD - Committee Meetings via Zoom	Yes	\$260.00
10/26/2022	IEUA - Southern California Salinity Coalition One Water Salinity Management Innovation Summit	Yes	\$260.00
10/27/2022	MWD - Director's Meeting w/MWD Staff via Zoom	Yes	\$260.00
10/28/2022	MWD - Meeting w/incoming Chair Adan Ortega, GM Adel Hagekhalil in Fullerton re MWD matters	Yes	\$260.00

**TOTAL REIMBURSEMENT** 

\$2,600.00

TOTAL MEETINGS ATTENDED

11

**TOTAL MEETINGS PAID** 

10

Director's Signature

Michael Camacho, Vice President

Approved by: Shivaji Deshmukh

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

# NOTE:

# IEUA/MWD/IERCA

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

## SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$20.00 – difference between SAWPA (\$240.00 (eff. 2/2022) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

# DIRECTOR PAYSHEET IEUA/CBWM/CBWB CDA/Regional Policy Cte (alternate) 1 of 2

STEVEN J. ELIE

**EMPLOYEE NO.: 1175** 

ACCOUNT NO.: 10200-120100-100000-501010

### OCTOBER 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10/4/2022	IEUA - Meeting w/City of Montclair Mayor and CM and MVWD GM and President	Yes	\$260.00
10/5/2022	IEUA- San Bernardino State of the County	Yes	\$260.00
10/12/2022	IEUA-CBP Ad Hoc Committee Meeting via MS Teams	Yes	\$260.00
10/13/2022	IEUA - Three Valleys Municipal Water District Leadership Breakfast	Yes	\$260.00
10/14/2022	IEUA - SCWC Executive Committee Meeting via Zoom	Yes	\$260.00
10/19/2022	IEUA – IEUA Board Meeting In-Person	Yes	\$260.00
10/27/2022	IEUA – Southern California Water Coalition Annual Meeting & Dinner	Yes	\$260.00

**TOTAL REIMBURSEMENT** 

\$1,820.00

**TOTAL MEETINGS ATTENDED** 

7

**TOTAL MEETINGS PAID** 

7

**Director's Signature** 

Steven J. Elie, President

1. Eln

Approved by: Shivaji Deshmukh

## NOTE:

**IEUA** 

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

**CBWM** 

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

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

# CDA

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

#### **CBWB**

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

#### Regional Policy Committee

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

\*Decline IEUA portion of CBWM

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

JASMIN A. HALL EMPLOYEE NO.: 1256

ACCOUNT NO.: 10200-120100-100000-501010

# OCTOBER 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10/3/2022	IEUA - SCWC Legislative Task Force Meeting via Zoom	Yes	\$260.00
10/5/2022	IEUA - CWA at 50 - What's Next for California Clean Water Laws? Webinar via Zoom	Yes	\$260.00
10/5/2022	IEUA - Meeting w/IEUA Staff re CARB Fleet Vehicle Regulations	Yes (staff)	\$0.00
10/6/2022	IEUA - SCWC's What Matters Webinar Series - A Collaborative Approach to Colorado River Management	Yes	\$260.00
10/6/2022	IEUA - Right to Breathe Webinar via Zoom	Yes (same day)	\$0.00
10/9/2022	IEUA - WEFTEC 2022 95th Annual Technical Exhibition & Conference	Yes	\$260.00
10/10/2022	IEUA - WEFTEC 2022 95th Annual Technical Exhibition & Conference	Yes	\$260.00
10/11/2022	IEUA - WEFTEC 2022 95th Annual Technical Exhibition & Conference	Yes	\$260.00
10/13/2022	IEUA - Three Valleys Municipal Water District's Leadership Breakfast	Yes	\$260.00
10/13/2022	IEUA - 2022 Mayors Water Council Meeting	Yes (same day)	\$0.00
10/14/2022	IEUA - 2022 Mayors Water Council Meeting	Yes	\$260.00
10/17/2022	IEUA - ASBCSD General Membership Meeting	Yes	\$260.00
10/18/2022	IEUA - WEEA Leadership Roundtable via Zoom	Yes	\$260.00

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

10/18/2022	IEUA - Check-in Meeting w/GM Deshmukh	Yes (staff)	\$0.00
10/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes (10 mtgs max)	\$0.00
10/19/2022	IEUA - Fontana USD Career Technical Education Industry Advisory via MS Teams	Yes (same day)	\$0.00
10/20/2022	IEUA -IEWorks Board Meeting via Zoom	Yes (10 mtgs max)	\$0.00

**TOTAL REIMBURSEMENT** 

\$2,600.00

**TOTAL MEETINGS ATTENDED** 

17

**TOTAL MEETINGS PAID** 

10

Director's Signature

Jasm. a. Hall

Jasmin A. Hall, Director

Approved by: Shivaji Deshmukh, General Manager

## NOTE:

## IEUA/IERCA

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

### **CBWB**

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

# DIRECTOR PAYSHEET IEUA/IERCA 1 of 1

**PAUL HOFER** 

**EMPLOYEE NO.: 1349** 

ACCOUNT NO.: 10200-120100-100000-501010

#### OCTOBER 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10/13/2022	IEUA - Meeting w/IEUA Federal Advocates via MS Teams	Yes	\$0.00
10/19/2022	IEUA - IEUA Board Meeting via MS Teams	Yes	\$0.00

TOTAL REIMBURSEMENT \$0.00
TOTAL MEETINGS ATTENDED 2
TOTAL MEETINGS PAID 0

# NOTE:

IEUA/IERCA

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

Director Hofer has waived all stipend payments.

Director's Signature

Paul Hofer, Director

Shings Deshmalk
Approved by:

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

MARCO TULE

**EMPLOYEE NO.: 1520** 

ACCOUNT NO.: 10200-120100-100000-501010

# OCTOBER 2022

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10/3/2022	IEUA - Monthly Meeting w/City of Ontario CM Porada, GM Burton, City Mgr Ochoa via Zoom	Yes	\$260.00
10/4/2022	SAWPA - SAWPA Commission Meeting via Zoom	Yes	\$260.00
10/4/2022	IEUA - Meeting w/City of Montclair Mayor and CM and MVWD GM and President	Yes (same day)	\$0.00
10/6/2022	CDA - CDA Board Meeting via Zoom	Yes	\$260.00
10/6/2022	IEUA - Regional Sewerage Program Policy Committee Meeting via MS Teams	Yes (same day)	\$0.00
10/12/2022	IEUA- Meeting w/GM Deshmukh, Jimmy Elrod (SW Carpenters), Slaughter (San Bernardino – Riverside Building Trades Council)s via MS Teams	Yes	\$260.00
10/17/2022	IEUA - SAWPA Meeting Prep w/Senior Policy Advisor Cathleen Pieroni	Yes (staff)	\$0.00
10/18/2022	SAWPA - SAWPA Commission Meeting via Zoom	Yes	\$260.00
10/19/2022	IEUA - IEUA Board Meeting In-person	Yes	\$260.00
10/20/2022	IEUA - IEWorks Board Meeting via Zoom	Yes	\$260.00
10/26/2022	IEUA - Chino Basin Water Bank Board Meeting via RingCentral	Yes	\$260.00
10/27/2022	CBWM - Chino Basin WaterMaster Board Meeting	Yes (decline payment)	\$0.00

\$2,080.00	TOTAL REIMBURSEMENT
12	TOTAL MEETINGS ATTENDED

**TOTAL MEETINGS PAID** 

Marco Tule, Director

Director's Signature

Approved by:

Shivaji Deshmukh, General Manager

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

## NOTE:

### IEUA/IERCA

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

### Regional Policy Committee

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

#### CDA

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

#### SAWPA

Up to 10 days of service per month per Ordinance No. 107 (i.e., \$20.00 – difference between SAWPA (\$240.00 (eff. 2/2022) and Agency meetings \$260.00 (eff. 7/01/19), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.

CBWM Up to 10

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

# Attachment 2F

Payroll-Net Pay-Employees

Non-Board Members	PP 22 Checks	PP 22 EFTs	PP 23 Checks	PP 23 EFTs	November
NET PAY TO EE	\$0.00	\$917,916.88	\$0.00	\$940,109.69	\$1,858,026.57

# **INLAND EMPIRE UTITLIES AGENCY**

# Payroll for November 4, 2022

# Presented at Board Meeting on January 18, 2023

GROSS PAYROLL COSTS			\$1,613,082.38
DEDUCTIONS			(\$695,165.50)
NET PAYROLL			917,916.88
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
FRANSACTION PROCESSED	0	401	401
AMOUNT	\$0.00	\$917,916.88	\$917,916.88

# **INLAND EMPIRE UTITLIES AGENCY**

Payroll for November 18, 2022

# Presented at Board Meeting on January 18, 2023

GROSS PAYROLL COSTS			\$1,646,514.23
DEDUCTIONS			(\$706,404.54)
NET PAYROLL			940,109.69
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED			
TRANSACTION PROCESSED	0	404	404
AMOUNT	\$0.00	\$940,109.69	\$940,109.69





# **Staff's Recommendation**

• Approve the total disbursements for the month of November 2022 in the amount of \$28,825,460.19.

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

CONSENT CALENDAR ITEM

**2D** 



**Date:** January 18, 2023

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:**

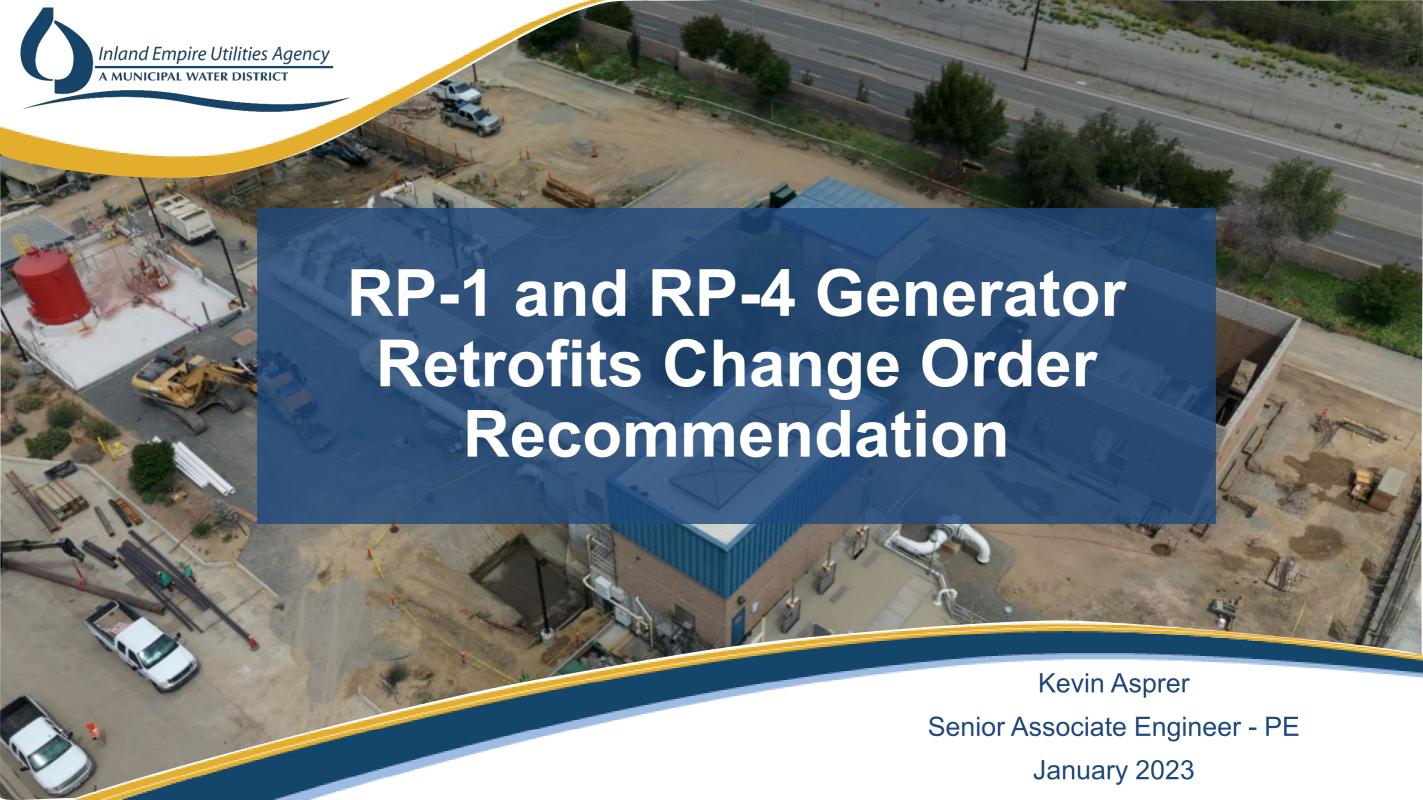
Regional Plant No.1 and Regional Plant No. 4 Generator Retrofits is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed,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

## **Attachments:**

Attachment 1 - PowerPoint Presentation

Board-Rec No.: 23014

# **Attachment 1**









Regional Plant No. 4





- 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





- 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





Description	Estimated Cost
Design	\$30,000
IEUA Staff	\$30,000
Construction	\$410,000
Big Sky Electric Construction contract	\$175,100
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

Project Milestone	Date
Construction	
Construction Contract Award	May 2022
Initial Construction Completion	January 2023
New Construction Completion	March 2023

## 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 CALENDAR ITEM

**2E** 



**Date:** January 18, 2023

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 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.

#### **Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Board-Rec No.: 23011

# **Attachment 1**



## **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:

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 EN000000066 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



<sup>\*</sup>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**

<u>1.0</u>	CONTRACT
	THIS CONTRACT, made and entered into thisday 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>B.</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 <u>five hundred forty-five</u> (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
Ву	Ву
General Manager	
Shivaji Deshmukh	
•	Title

<sup>\*</sup> A Municipal Water District

CONSENT CALENDAR ITEM

**2F** 



**Date:** January 18, 2023

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

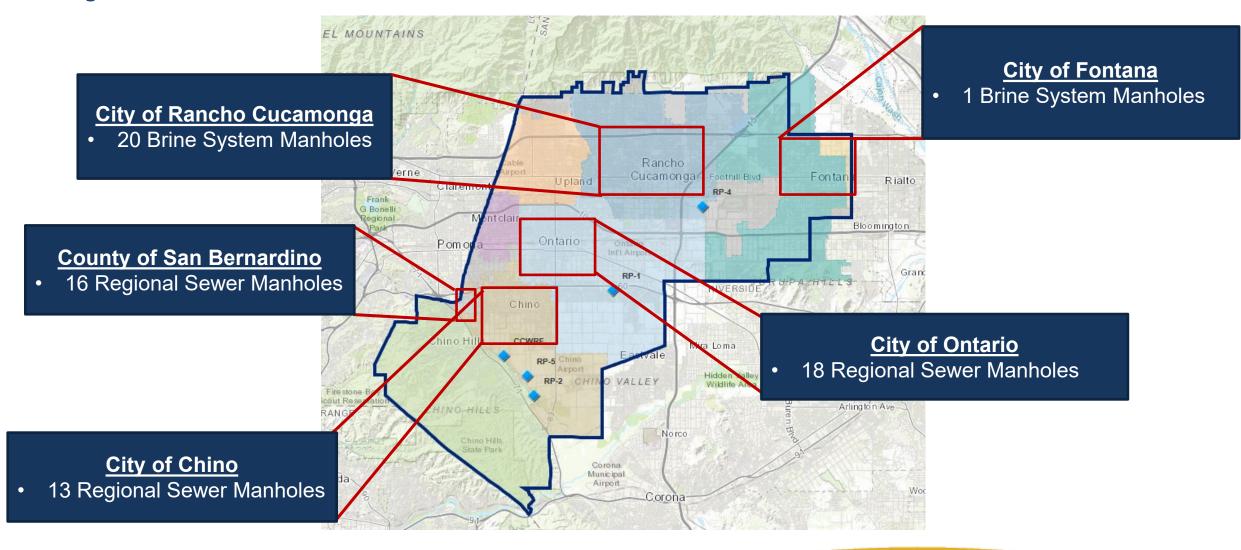
Attachment 2 - Construction Contract

Board-Rec No.: 23009

# **Attachment 1**



## **Project Locations**





## **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 nonsubstantive 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**

<u>1.0</u>	Th ar he a	HIS CONTRACT, made and entered into thisday of, 20, by ad betweenNorstar Plumbing and Engineering, Inc, reinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, Municipal Water District, located in San Bernardino County, California, hereinafter ferred to as "IEUA".
		WITNESSETH:
		nat for and in consideration of the promises and agreements hereinafter made and changed, IEUA and the CONTRACTOR agree as follows:
	CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR <u>BSS Manhole Upgrades</u> <u>FY22/23 &amp; 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.</u>	
	В.	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	:	
\$ <u>Th</u>	ree hundred three tho	usand 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.
- In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and

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

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

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

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

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

Inland Empire Utilities Agency*, San Bernardino County, California.	CONTRACTOR
Ву	Ву
General Manager	
Shivaji Deshmukh	
	Title

<sup>\*</sup> A Municipal Water District

CONSENT CALENDAR ITEM

**2G** 



**Date:** January 18, 2023

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):

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

### **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



### **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
Pending Early Funding Reimbursement	\$718,367



### 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: 4600002502-006 FOR

### **PROPOSITION 1 CONSULTING SUPPORT SERVICES**

THIS CONTRACT AMENDMENT SIX is made . 2023, by and between the Inla	e and entered into this day o and Empire Utilities Agency, a Municipal Wate					
District, organized and existing in the County of Sar the State of California (hereinafter referred to interch Consulting, LLC with offices located in Newport "Consultant"), to provide professional consulting e revise the Contract as herein amended:	Bernardino under and by virtue of the laws of angeably as "IEUA" and "Agency") and Means Beach, California (hereinafter referred to as					
SECTION SIX, COMPENSATION, ADDS THE FO	I I OWING PARAGRAPH: As compensation					
for the additional work to be performed under to accordance with Consultant's proposed Scope of Windows apart hereof as Consultant Contract Attacadditional \$262,488.00, resulting in an adjusted N	his Contract Amendment Number 6 and in Vork, attached hereto, referenced herein, and chment 3, Agency shall pay Consultant ar					
. 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 becomincorporated into the contract documents.						
INLAND EMPIRE UTILITIES AGENCY: (A Municipal Water District)	MEANS CONSULTING, LLC:					
() this marpar trater Districtly	Edward G. ME414/P1022					
Shivaji Deshmukh (Date) General Manager	Edward G.⊪Means⊪ld. (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** 

		Assumptions	Number of Meetings/Sessions				
Task #	Task	Prep & Meeting Hrs/Meeting	Remaining FY 2022- 23	FY 2023- 24	Total Hours	Total Cost (Ed Means @ \$325/hr)	
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	

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

CONSENT CALENDAR ITEM

**2H** 



**Date:** January 18, 2023

200

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):

Full account coding (internal AP purposes only): 10800 - 144155 - 503000 - 521010 Project No.: N/A

#### **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





### **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

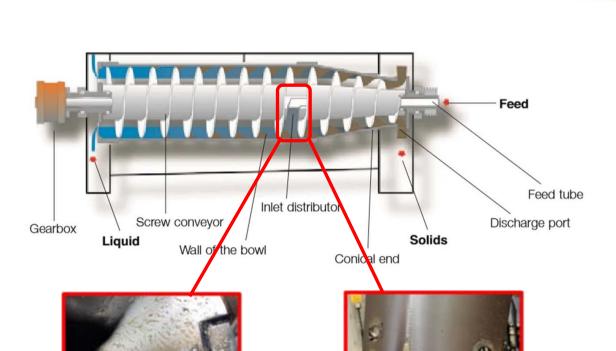








- Approximately \$70,000 per overhaul at 10,000 hours of runtime for each unit
- \$8,500 borescope inspections; every 8,000 hours
- \$10,000 Preventive Maintenance services every 4,000 hours
- Emergency Maintenance Support
- Troubleshooting, diagnostic, and inspections



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



### **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 nonsubstantive 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 \_\_\_\_\_\_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:

<u>Project Manager Assignment</u>: 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: Alb

Albert VanBreukelen

Address:

6075 Kimball Avenue, HQ-B

Chino, CA 91708

Telephone:

(909) 993-1600

Email:

avanbreukelen@ieua.org

<u>Contractor Assignment</u>: 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. <u>ORDER OF PRECEDENCE</u>: 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
- 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:

- 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 <u>Task Order Price</u>: 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. <u>Task Order Format</u>: 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. <u>Task Order Assignment Method</u>: 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. <u>Completion Timeframe</u>: 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. <u>TERM</u>: 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. <u>SCHEDULE</u>: 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. <u>COMPENSATION AND CHANGES</u>: 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. <u>CONTROL OF THE WORK</u>: 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. <u>INSURANCE</u>: 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.

- Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. Professional Liability (Errors and Omissions): Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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.

### All Coverages

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

- D. <u>Acceptability of Insurers</u>: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: 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. <u>Submittal of Certificates</u>: 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 <a href="mailto:awitte@ieua.org">awitte@ieua.org</a> P.O. Box 9020 Chino Hills. California 91709

### 10. <u>LEGAL RELATIONS AND RESPONSIBILITIES</u>

- A. <u>Professional Responsibility</u>: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: 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. <u>Subcontracted Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- G. <u>Liens</u>: 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. <u>Indemnification, Contractor</u>: 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. <u>Conflict of Interest</u>: 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. <u>Equal Opportunity</u>: 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. <u>Disputes</u>:

- 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 <u>PUBLIC RECORDS POLICY:</u> 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. <u>Documentation:</u> 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. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> 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. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by 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. <u>No Additional Compensation:</u> 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. <u>INFRINGEMENT:</u> 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. <u>NOTICES</u>: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green

Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, 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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon 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. <u>RIGHT TO AUDIT</u>: 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. <u>INTEGRATION</u>: 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. <u>TERMINATION FOR CONVENIENCE</u>: 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. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
- 23. <a href="CHANGES">CHANGES</a>: 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. <u>NOTICE TO PROCEED</u>: 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

Warren T. Green

Date

Robert J Anderson

**Business Development Manager** 

Manager of Contracts,

Procurement and Risk Services

[Balance of This Page Intentionally Left Blank]



### 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. <u>Maintenance Program and Miscellaneous Services</u>: 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)

10/24/2022

### **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.

### <u>SECTION 5. COMPENSATION AND CHANGES, IS REVISED TO READ AS FOLLOWS:</u>

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 A *A MUNICIPAL WATER DISTRICT	AGENCY:	SENTRIMAX CENTRIFUGES INC.:			
		DocuSigned by:	12/9/2022		
Shivaji Deshmukh P.E.	(Date)	Robert J. Anderson	(Date)		
General Manager		Business Development Manager			
4600003028-001 (GD)					

CONSENT CALENDAR ITEM

21



**Date:** January 18, 2023

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.

 $\textbf{Budget Impact} \ \textit{Budgeted (Y/N):} \ \textit{Y} \ \textit{Amendment (Y/N):} \ \textit{Y} \ \textit{Amount for Requested Approval:}$ 

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

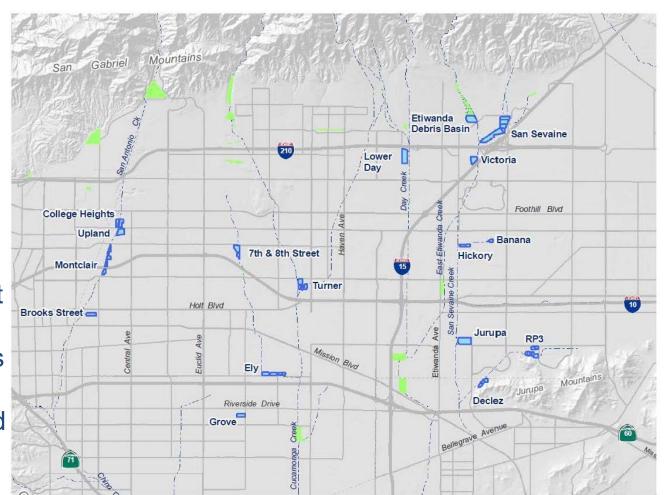
Attachment 2 - Master Service Contracts for Jeremy Harris Construction, Inc., Hal Hays Construction, Inc., and Mike Bubalo Construction Co., Inc.

Board-Rec No.: 23018



# **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 23<sup>rd</sup>, 2022. Three responses were received on September 19<sup>th</sup>, 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 holdfor 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:

<u>Project Manager Assignment</u>: 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

<u>Contractor Assignment</u>: 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@ihcinc.net

- 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
- 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:

- 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 <u>Task Order Price</u>: 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. <u>Task Order Format</u>: 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. <u>Task Order Assignment Method</u>: 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. <u>Completion Timeframe</u>: 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.
- 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. <u>METHOD OF INSPECTION:</u> 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. <u>TERM</u>: 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. <u>SCHEDULE</u>: 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. <u>Fitness:</u> Contractor's personnel on the Jobsite:
  - 1. Shall report for work in a manner fit to do their job;
  - 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. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
  - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
    - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if 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 appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 <u>endorsed</u> to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. <u>Acceptability of Insurers</u>: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: 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. <u>Submittal of Certificates</u>: 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 <a href="mailto:awitte@ieua.org">awitte@ieua.org</a> P.O. Box 9020 Chino Hills, California 91709

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: 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. <u>Subcontracted Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. <u>Grant-Funded Projects:</u> 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 grantfunded.

- G. <u>Liens</u>: 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. <u>Indemnification, Contractor</u>: 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. <u>Conflict of Interest</u>: 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. <u>Equal Opportunity</u>: 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:

- 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.
- Any and all disputes during the pendency of the work shall be subject to 2. 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 <u>PUBLIC RECORDS POLICY:</u> 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. <u>Documentation:</u> 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. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> 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. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
  - 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. <u>No Additional Compensation:</u> 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. <u>INFRINGEMENT:</u> 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. <u>NOTICES</u>: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green

Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, 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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon 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. <u>RIGHT TO AUDIT</u>: 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. <u>INTEGRATION</u>: 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. <u>GOVERNING LAW</u>: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
- 21. <u>TERMINATION FOR CONVENIENCE</u>: 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. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
- 23. <u>CHANGES</u>: 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. <u>NOTICE TO PROCEED</u>: 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.	 Date	Juruny Harris Jeremy Harris Jeremy Harris	11/29/2022 Date
General Manager	Date	President	Dale
[Balance of This Page Intentionally	Left Blank	[3]	



### 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 holdfor 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:

<u>Project Manager Assignment</u>: 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

<u>Contractor Assignment</u>: 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

- 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
- 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:

- 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 <u>Task Order Price</u>: 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. <u>Task Order Format</u>: 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. <u>Task Order Assignment Method</u>: 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. <u>Completion Timeframe</u>: 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.
- 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. <u>TERM</u>: 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. <u>SCHEDULE</u>: 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. <u>COMPENSATION AND CHANGES</u>: 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. <u>Fitness:</u> 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. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
  - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
    - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if 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 appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 <u>endorsed</u> to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. <u>Acceptability of Insurers</u>: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: 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. <u>Submittal of Certificates</u>: 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 <a href="mailto:awitte@ieua.org">awitte@ieua.org</a> P.O. Box 9020 Chino Hills, California 91709

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: 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. <u>Subcontracted Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. <u>Grant-Funded Projects:</u> 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 grantfunded.

- G. <u>Liens</u>: 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. <u>Indemnification, Contractor</u>: 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. <u>Conflict of Interest</u>: 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. <u>Equal Opportunity</u>: 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:

- 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.
- Any and all disputes during the pendency of the work shall be subject to 2. 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 <u>PUBLIC RECORDS POLICY:</u> 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. <u>Documentation:</u> 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. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> 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. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
  - 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. <u>No Additional Compensation:</u> 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. <u>INFRINGEMENT:</u> 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. <u>NOTICES</u>: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green

Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, 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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon 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. <u>RIGHT TO AUDIT</u>: 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. <u>INTEGRATION</u>: 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. <u>GOVERNING LAW</u>: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
- 21. <u>TERMINATION FOR CONVENIENCE</u>: 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. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
- 23. <u>CHANGES</u>: 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. <u>NOTICE TO PROCEED</u>: 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.:	
		Docusigned by: Eirby Hays	11/29/2022
Shivaji Deshmukh P.E. General Manager	Date	Kirby Hays CEO	Date
[Balance of This Page Intentional	ly Left Blanl	K]	



# 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:

<u>Project Manager Assignment</u>: 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

<u>Contractor Assignment</u>: 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

- 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:

- 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 <u>Task Order Price</u>: 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.
- 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. <u>Task Order Assignment Method</u>: 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. <u>Completion Timeframe</u>: 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.
- 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. <u>METHOD OF INSPECTION:</u> 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. <u>TERM</u>: 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. <u>SCHEDULE</u>: 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. <u>COMPENSATION AND CHANGES</u>: 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. <u>Fitness:</u> Contractor's personnel on the Jobsite:
  - 1. Shall report for work in a manner fit to do their job;
  - 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. <u>INSURANCE</u>: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
  - A. <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
    - 1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
    - 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if 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 appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. <u>Deductibles and Self-Insured Retention</u>: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. <u>Other Insurance Provisions</u>: The policies are to <u>contain</u>, or be <u>endorsed to contain</u>, the following provisions:
  - 1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the 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 <u>endorsed</u> to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. <u>Acceptability of Insurers</u>: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.
- E. <u>Verification of Coverage</u>: 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. <u>Submittal of Certificates</u>: 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 <a href="mailto:awitte@ieua.org">awitte@ieua.org</a> P.O. Box 9020 Chino Hills, California 91709

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. <u>Professional Responsibility</u>: Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. <u>Status of Contractor</u>: 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. <u>Subcontracted Services</u>: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- F. <u>Grant-Funded Projects:</u> 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 grantfunded.

- G. <u>Liens</u>: 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. <u>Indemnification, Contractor</u>: 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. <u>Conflict of Interest</u>: 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. <u>Equal Opportunity</u>: 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:

- 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.
- Any and all disputes during the pendency of the work shall be subject to 2. 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 <u>PUBLIC RECORDS POLICY:</u> 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. <u>Documentation:</u> 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. <u>Material:</u> Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. <u>Disposition:</u> 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. <u>Rights and Ownership:</u> Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by 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. <u>No Additional Compensation:</u> 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. <u>INFRINGEMENT:</u> 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. <u>NOTICES</u>: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green

Manager of Contracts and Procurement

Inland Empire Utilities Agency, a Municipal Water District

P.O. Box 9020

Chino Hills, 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. <u>SUCCESSORS AND ASSIGNS</u>: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon 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. <u>RIGHT TO AUDIT</u>: 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. <u>INTEGRATION</u>: 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. <u>GOVERNING LAW</u>: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
- 21. <u>TERMINATION FOR CONVENIENCE</u>: 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. <u>FORCE MAJEURE</u>: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
- 23. <u>CHANGES</u>: 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.	
		DocuSigned by:  Dave Sorum	12/12/2022
Shivaji Deshmukh P.E. General Manager	Date	Dave Sorem Secretary	Date
[Balance of This Page Intentionally	Left Blank]		

CONSENT CALENDAR ITEM

**2**J



**Date:** January 18, 2023

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.

 $\textbf{Budget Impact} \ \ \textit{Budgeted} \ \textit{(Y/N):} \ \textit{Y} \quad \textit{Amendment (Y/N):} \ \textit{N} \quad \textit{Amount for Requested Approval:}$ 

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)

Board-Rec No.: 23007

# **Attachment 1**





# **Project Location**





- 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









**Aeration Control Valve** 



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

- 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





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.

CONSENT CALENDAR ITEM

**2K** 



**Date:** January 18, 2023

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

Committee: Community & Legislative Affairs 01/11/23

Staff Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2023-1-1, Authorizing the Agency-Wide Organizational

Memberships and Affiliations for Fiscal Year 2023/24

## **Executive Summary:**

Each year in preparation for IEUA's Fical Year budget, the Board of Directors, by four-fifths vote, approve a Resolution authorizing memberships and affiliations with certain organizations (California Water Code - Section 71597).

A listing of the proposed Agency-wide memberships of more than \$5,000, along with a brief summary of the benefits associated, is attached for the Board's review. The attached membership dues are estimates provided by the organizations. Agency-wide memberships are due throughout the Fiscal Year and can fluctuate from the provided estimates. Due to the unknown fluctuations in renewal costs, staff proposes that a 5% contingency be included in the total for the Board's approval. Any individual membership renewal with an increase greater than 10% will be brought back to the Board for approval. The attached Resolution authorizes the General Manager to approve all Agency-wide membership fees that are \$10,000 or less. This is a change in the threshold, which was previously \$5,000, and is being made in alignment with recent changes to IEUA's procurement ordinance.

#### **Staff's Recommendation:**

- 1) Adopt Resolution No. 2023-1-1, authorizing the Agency-wide organizational memberships and affiliations for Fiscal Year 2023/24; and
- 2) Authorize the General Manager to approve all Agency-wide membership fees that are \$10,000 or less.

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

Account/Project Name:

Agency-wide Memberships

Fiscal Impact (explain if not budgeted):

The estimated total for FY 2023/24 Agency-wide memberships amounts to \$349,817; 5% contingency totaling \$17,490.85 brings the requested amount to \$367,307.85.

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

## **Prior Board Action:**

On January 19, 2022, the Board adopted Resolution No. 2022-1-2, authorizing the Agency-wide memberships for FY 2022/23.

## **Environmental Determination:**

Not Applicable

## **Business Goal:**

Approving the Agency-wide memberships is in line with IEUA's business goal of supporting effective public outreach and education, and advocating for the development of policies, legislation and regulations that benefit the region.

## **Attachments:**

Attachment 1 - Resolution No. 2023-1-1

Attachment 2 - List of Agency-wide Organizational Memberships

Board-Rec No.: 23001



**Date:** January 18, 2023

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

**Committee:** Community & Legislative Affairs 01/11/23

Staff Contact: Shivaji Deshmukh, General Manager

Subject: Adoption of Resolution No. 2023-1-1, Authorizing the Agency-Wide Organizational

Memberships and Affiliations for Fiscal Year 2023/24

## **Executive Summary:**

Each year in preparation for IEUA's Fical Year budget, the Board of Directors, by four-fifths vote, approved a Resolution authorizing memberships and affiliations with certain organizations (California Water Code - Section 71597).

A listing of the proposed Agency-wide memberships of more than \$5,000, along with a brief summary of the benefits associated, is attached for the Board's review. The attached membership dues are estimates provided by the organizations. Agency-wide memberships are due throughout the Fiscal Year and can fluctuate from the provided estimates. Due to the unknown fluctuations in renewal costs, staff proposes that a 5% contingency be included in the total for the Board's approval. Any individual membership renewal with an increase greater than 10% will be brought back to the Board for approval. The attached Resolution authorizes the General Manager to approve all Agency-wide membership fees that are \$10,000 or less. This is a change in the threshold, which was previously \$5,000, and is being made in alignment with recent changes to IEUA's procurement ordinance.

## **Staff's Recommendation:**

- 1) Adopt Resolution No. 2023-1-1, authorizing the Agency-wide organizational memberships and affiliations for Fiscal Year 2023/24; and
- 2) Authorize the General Manager to approve all Agency-wide membership fees that are \$10,000 or less.

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

Account/Project Name:

Agency-wide Memberships

Fiscal Impact (explain if not budgeted):

The estimated total for FY 2023/24 Agency-wide memberships amounts to \$349,817; 5% contingency totaling \$17,490.85 brings the requested amount to \$367,307.85.

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

## **Prior Board Action:**

On January 19, 2022, the Board adopted Resolution No. 2022-1-2, authorizing the Agency-wide memberships for FY 2022/23.

## **Environmental Determination:**

Not Applicable

## **Business Goal:**

Approving the Agency-wide memberships is in line with IEUA's business goal of supporting effective public outreach and education, and advocating for the development of policies, legislation and regulations that benefit the region.

## **Attachments:**

Attachment 1 - Resolution No. 2023-1-1

Attachment 2 - List of Agency-wide Organizational Memberships

Board-Rec No.: 23001

### RESOLUTION NO. 2023-1-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AGENCY-WIDE ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS

WHEREAS, the Board of Directors of Inland Empire Utilities Agency\* authorized Agency-wide memberships in and affiliations with various organizations which benefit the Agency; and

WHEREAS, Section 71597 of the California Water Code requires that Agency-wide memberships must be approved by at least four-fifths (4/5) majority of its Directors.

**NOW, THEREFORE**, the Board of Directors of Inland Empire Utilities Agency\* does hereby RESOLVE, DETERMINE, AND ORDER as follows:

- **Section 1.** That this Board of Directors does hereby approve and authorize the fiscal year Agency-wide annual memberships in and affiliation with, and authorize the General Manager to execute payment of membership fees to these organizations (see attachment).
- **Section 2.** That this Board of Directors does hereby approve and authorize the General Manager, or in his/her absence, his/her designee, to approve all Agency-wide annual memberships in and affiliations with, and payment of membership fees to these organizations that are \$10,000 and less.
- **Section 3.** That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships is hereby authorized.
- **Section 4.** That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships and employee professional memberships be authorized by the Board of Directors in the budget each fiscal year.
- **Section 5.** Upon adoption of this resolution, Resolution No. 2022-1-2 is hereby rescinded in its entirety.

**ADOPTED** this 18<sup>th</sup> day of January 2023.

Marco Tule, President of the Inland Empire
Utilities Agency\* and the Board
of Directors thereof

Page 2 of 3			
ATTEST:			

Resolution No. 2023-1-1

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency\* and the Board of Directors thereof

<sup>\*</sup>A Municipal Water District

STATE OF CALIFORNIA ) )SS COUNTY OF SAN BERNARDINO )	DO
	DO
	DO
I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*,	
HEREBY CERTIFY that the foregoing Resolution being No. 2023-1-1, was adopted at a reg	ular
meeting on January 18, 2023, of said Agency by the following vote:	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
Jasmin A. Hall, Secretary/Treas of the Inland Empire Utili Agency* and of the Board Directors thereof	ities
(SEAL)	
* A Municipal Water District	

## Agency-wide Memberships Over \$10,000

## Association of California Water Agencies (ACWA):

ACWA is the lead water policy advocacy organization in California and provides members with cost savings through an additional voice in state and federal and legislative and regulatory arenas. Staff serve on ACWA committees and sub-committees, including: Water Management, Water Quality, Water Use Efficiency, State Legislative, Energy, and various topic-specific regulatory matters.

ACWA's federal and state legislative and regulatory activities advance bills and issues of concern to members, while halting potentially damaging measures. Initiatives have included determining components of water bond legislation, Voluntary Agreements for the Bay Delta and Delta Conveyance Plan advocacy, long term water infrastructure financing, and renewable energy policy. IEUA Board and staff members regularly attend annual conferences and workshops.

## American Water Works Association (AWWA) Utility:

The American Water Works Association is an international, nonprofit, scientific and educational society dedicated to providing total water solutions assuring the effective management of water. Founded in 1881, the Association is the largest organization of water supply professionals in the world.

The AWWA membership includes over 4,300 utilities that supply roughly 80 percent of the nation's drinking water and treat almost half of the nation's wastewater. Our 51,000 total members represent the full spectrum of the water community: public water and wastewater systems, environmental advocates, scientists, academicians, and others who hold a genuine interest in water, our most important resource.

AWWA also takes great pride in helping establish two preeminent organizations dedicated to safe water, the Water Research Foundation in 1966, Water For People in 1991 and Water Equation in 2015. AWWA unites the diverse water community to advance public health, safety, the economy, and the environment.

## California Association of Sanitation Agencies (CASA):

CASA serves as the lead advocacy group for wastewater agencies in California on legislative and regulatory issues. Since CASA employs legal representation, it is extremely effective on regulatory issues, particularly before the State Water Resources Control Board (SWRCB) and California Air Resources Board (CARB). CASA provides excellent technical, policy and regulatory guidance and lobbying support for sanitary districts throughout the state. CASA also maintains lobbyists in Sacramento and Washington, DC, in addition to a Director of Regulatory Affairs.

Most recently, some of CASA's priorities include federal and state labeling requirements of wet wipes, technical evaluation and regulatory support on PFAS, the extension of NPDES permit terms to 10 years, and addressing clean fleet vehicles issues and concerns. Also, CASA and WateReuse have been effective at thwarting recent efforts to legislate ocean discharge requirements.

IEUA Board members and staff have worked closely with the CASA Executive Officer on several industry initiatives and have attended CASA conferences and meetings. Director Hall currently serves on the CASA Board of Directors; the General Manager serves as Vice Chair of the Federal Legislative Affairs Committee; and staff serves on the State Legislative Affairs Committee.

## **Government Finance Officers Association (GFOA):**

GFOA represents public finance officials throughout the United States and Canada. The association's more than 20,000 members are federal, state/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of governmental operations in each of their jurisdictions. GFOA's mission is to advance excellence in public finance.

The GFOA membership includes six individual memberships and additional memberships at at a rate of \$150/person. Staff regularly attends trainings and webinars hosted by GFOA. The Agency has received the Certificate of Achievement for Excellence in Financial Reporting by GFOA for 24 successive years.

## **Isle Utilities:**

Isle is an independent technology and innovation consultancy comprised of highly skilled engineers and scientists that work to identify new innovative technologies in water, waste, the built environment, energy, and carbon. Isle provides water and wastewater technology evaluation and screening for cities and municipalities such as IEUA, IRWD, OCSD, and others in California, US, and around the world.

The Isle membership includes participation in their global innovation forum, the Technology Approval Group (TAG). TAG is focused on evaluating technologies that may be applicable to our industry. As a member, we are presented with the evaluations and can participate in information sharing pertaining to the technology, as well as application of the technology at other agencies. IEUA can also submit potential technologies of interest to TAG who will vet the supplier as well as experience in our industry, gathering a significant amount of information on our behalf that we can used in determining applicability. Once Isle has determined the technologies have potentials, they will send a list and a brief description of each technology to the member for a vote. The top vendors will be invited to present to the members during a TAG meeting. After the presentation, without the vendors' presence, the TAG member will discuss their thoughts on the technology and determine if they want to invite the vendor for a demo at their facilities. Prior to the pandemic, TAG members would typically meet the group in OCSD's office in Fountain Valley. Due to the pandemic, Isle has

switched everyone to virtual meetings and because of the ease of these meetings, they invited wastewater TAG members to participate in the water TAG meetings. TAG helps the Agency to maintain awareness of new ideas, new opportunities, and/or new technologies. IEUA staff regularly participates in TAG and workshops. IEUA has been participating in the western wastewater TAG for many years and our staff has found this resource to be valuable for keeping up with the current wastewater related technologies. IEUA has had a few staff that attended both this past year and found them to be valuable, especially considering the merging of water and wastewater treatment requirements and advanced treatment is in Agency's near future.

## National Association of Clean Water Agencies (NACWA):

NACWA has represented public wastewater and stormwater agencies of all sizes nationwide for over 40 years. As the recognized leader in legislative, regulatory, and legal advocacy, NACWA is the clean water sector's collective voice to EPA, Congress and government agencies nationwide. NACWA also provides a wide array of publications of practical and usable information for clean water utilities. Their advocacy alerts, legislative and regulatory news and updates, legal references, white papers, and more, ensure that clean water utilities have the knowledge base to make the right decisions and plan for a clean water future.

A main objective of NACWA is to evaluate clean water as a top national priority. This membership provides the Agency with a forum to discuss clean water and utility management with fellow utilities and industry leaders across the country.

## **National League of Cities (NLC):**

NLC is an organization comprosed of city, town and village leaders that are focused on improving the quality of life for their current and future constituents. NLC has gained support from more than 2,700 cities across the nation with nearly 100 years of dedication to strength and advancement of local governments. Their mission is to relentlessly advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions.

Staff plans on attending the Annual Conference and division meetings to build a broader network with other jurisdictions in the region and support customer agency needs.

## **National Water Research Institute (NWRI):**

NWRI provides valuable research and policy guidance to the industry on important issues affecting the usage of water, wastewater, and recycled water. NWRI is highly regarded by the environmental regulatory community and often collaborates with regulators such as the California Division of Drinking Water and the Regional Water Quality Control Board at their request to provide expert panel support on water quality related issues. Through strategic partnerships with leading organizations in the water and wastewater industries, NWRI sponsors projects and programs focused on ensuring safe, reliable, sources of water for current and future generations. Notable areas of focus are treatment technology and regulatory

aspects of recycled water use.

Director Elie currently serves as Chair of NWRI's Board of Directors. NWRI is active in research in the field of water reuse and has produced guidelines for such projects as development of direct and indirect potable reuse projects. NWRI provides technical expertise and is a respected venue for development of technical review panels, both of which assist the Agency to advance its programs. Specifically, IEUA will utilize an NWRI expert panel for its recycled water injection effort and has previously used an expert panel to further its recycled water recharge program. NWRI includes IEUA staff in its formation of technical panels, as appropriate, giving IEUA an opportunity to provide leadership in selected fields.

## Southern California Alliance of Publicly Owned Treatment Works (SCAP):

SCAP is organized under the "strength-in-numbers" concept in order to ensure that environmental regulations applied in southern California are appropriate, reasonable and cost-effective. Through the committee efforts information is gathered and disseminated to all members using the SCAP Monthly Update, published committee reports and periodic SCAP Alerts. SCAP provides specific leadership on key regulatory focus areas, such as air, water, energy, biosolids and collection systems, and works closely with CASA to communicate these issues at the state and federal level. Specialized committees have played an integral part in proactively affecting the outcome of proposed regulations that would have had significant economic impacts to the Agency.

IEUA participates in SCAP both with a seat on the Board and this year an IEUA staff member is chair of the Energy Management Committee.

## **Southern California Water Coalition (SCWC):**

SCWC is a nonprofit, nonpartisan public education partnership dedicated to informing Southern Californians about our water needs and our State's water resources. Through measured advocacy, SCWC works to ensure the health and reliability of southern California's water supply.

In 2017, IEUA became one of seven founding members of SCWC. A founding membership includes all of the current basic membership benefits, as well as membership in the Stormwater Task Force, two tables at the annual dinner, including annual meeting and dinner recognition and a full-page ad in the tribute book, complimentary invitations to all quarterly meetings, workshops, briefings, special events, four guest columns in the weekly E-Newsletter at each agencies' discretion, prominent logo placement on SCWC's website, and promotional displays at the annual dinner and quarterly meetings. Director Elie currently serves as co-chair of the SCWC Legislative Task Force, which assists in educating members about advancing legislation and issues of concern to water agencies and associated members.

## Water Research Foundation (WRF):

WRF is a charitable corporation seeking to identify, support, and disseminate research that enhances the quality and reliability of water for natural systems and communities with an integrated approach to resource recovery and reuse; while facilitating interaction among practitioners, educators, researchers, decision makers, and the public.

This organization supports research that enhances water quality and reliability. Agencies that practice resource recovery, especially water recycling, benefit from such integrated research that guides practitioners and regulators

## **WateReuse Association:**

WateReuse Association is the lead advocate for water recycling in the nation. Membership in WateReuse includes state section membership. WateReuse has proactive programs including legislative advocacy, government relations, regulatory agency oversight, technology transfer and public education/outreach. At the national level, WateReuse is an advocate for Title XVI funding and works closely with IEUA to ensure continued federal support for recycled water programs. The California section is active in legislative and regulatory affairs and played a pivotal role in securing passage of IEUA's historic water softener legislation (AB 1366).

IEUA benefits from membership in the WateReuse Association. The General Manager is Chair and a voting member on the California Chapter's Legislative-Regulatory Committee for the 2023-24 legislative session. The Agency participates in the bimonthly chapter meetings which cover a range of water topics including recycled water projects, potable reuse efforts, pilot and research projects, lessons learned, facility tours, funding opportunities, and other industry news and events. Many IEUA staff and Board members attend WateReuse conferences, attend in-person workshops, and participate in webinars. WateReuse advocates statewide and nationally for IEUA's goal of increased use of recycled water.

## **Agency-wide Memberships Over \$10,000**

Membership	<b>Estimated Dues</b>
Association of California Water Agencies (ACWA)	\$41,840 (16% increase)
American Water Works Association (AWWA) Utility	\$23,898 (3% increase)
California Association of Sanitation Agencies (CASA)	\$29,500 (44% increase)
Isle Utilities	\$21,780 (10% increase)
National Association of Clean Water Agencies (NACWA)	\$42,515 (12% increase)
National Water Research Institute (NWRI)	\$50,000
Southern Cal. Alliance of Publicly Owned Treatment Works (SCAP)	\$15,001
Southern California Water Coalition (SCWC)	\$25,000
Water Research Foundation (WRF)	\$21,781 (5% increase)
WateReuse Association	\$15,015 (16% increase)

## **Agency-wide Memberships \$10,000 and Under**

Membership	<b>Estimated Dues</b>
Americas' SAP Users' Group	\$1,725
Alliance for Water Efficiency (AWE)	\$1,617 (5% increase)
Association of San Bernardino County Special Districts	\$375
California Water Efficiency Partnership (CalWEP)	\$3,800
California African American Water Education Foundation	\$5,000
California Data Collaborative	\$10,000
California Special Districts Association (CSDA)	\$8,810 (8% increase)
Chino Valley Chamber of Commerce	\$360
Fontana Chamber of Commerce	\$400
Greater Ontario Business Council	\$750
Government Finance Officers Association (GFOA)	\$3,050*
Montclair Chamber of Commerce	\$425
National League of Cities (NLC)	\$5,000*
National Safety Council	\$650 (22% decrease)
Public Agency Risk Management Association (PARMA)	\$150
Rancho Cucamonga Chamber of Commerce	\$395
Southern California Salinity Management Coalition	\$10,000
Upland Chamber of Commerce	\$180 (6% increase)
Urban Water Institute	\$1,500
Water Education Foundation (WEF)	\$3,800 (4% increase)
Water Information Sharing and Analysis Center (WaterISAC)	\$5,500

<sup>\*</sup>New membership for consideration

# ACTION ITEM

# **3A**



**Date:** January 18, 2023

**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

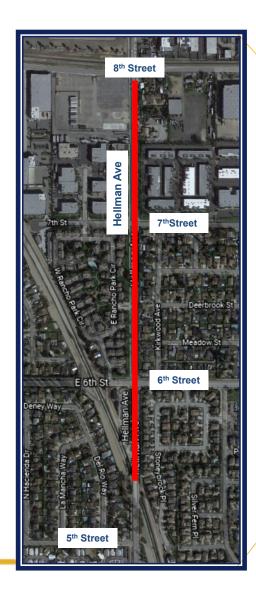
Attachment 2 - Construction Contract

Board-Rec No.: 23010

# **Attachment 1**



## Location





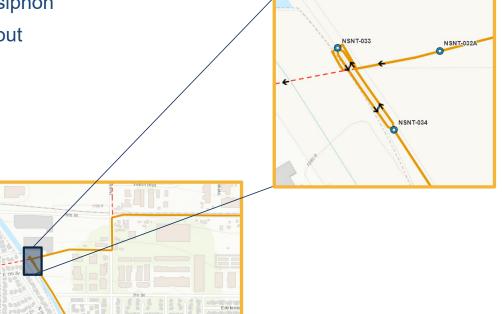


## Scope

- 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







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**

<u>1.0</u>	CONT	RACT	
	THIS CONTRACT, made and entered into thisday of, 20, and between <u>Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agen a Municipal Water District, located in San Bernardino County, California, hereinaf referred to as "IEUA".</u>		
		WITNESSETH:	
		at for and in consideration of the promises and agreements hereinafter made and changed, 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 <u>Zero</u> 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
Ву	Ву
General Manager	
Shivaji Deshmukh	
•	Title

<sup>\*</sup> A Municipal Water District

# INFORMATION ITEM

**4A** 



**Date:** January 18, 2022

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

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

<b>Prior Board Action</b>
---------------------------

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

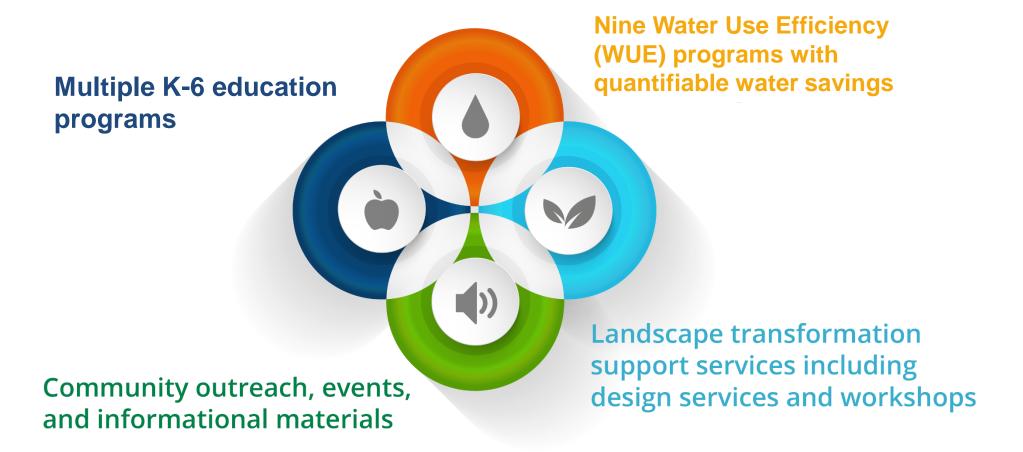
Attachment 2 - IEUA Annual Regional Water Use Efficiency Programs Report - FY 2021/22 Click Here for Report

Board-Rec No.: 23013









## 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









\$704 thousand for lifetime savings of 3,488 acre-feet at \$202 per acre-foot

**IEUA** 

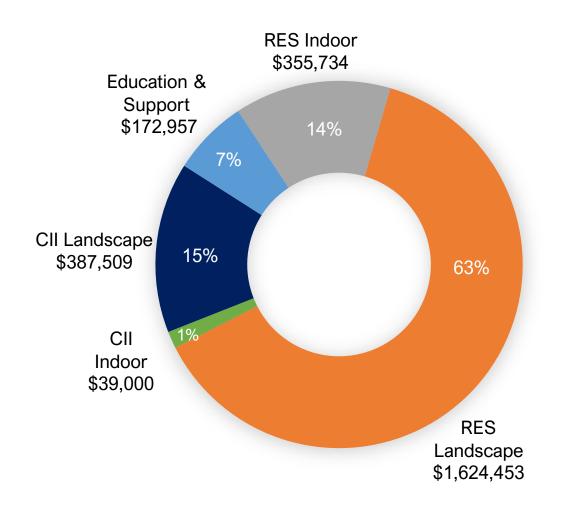
Program	Annual Savings (AF)	Lifetime Savings (AF)
SoCalWaterSmart Turf Rebates	42	1,253
SoCalWaterSmart Device Rebates	97	1,147
Landscape Tune-Ups	245	490
Smart Controller Upgrades	35	347
Large Landscape Retrofits	13	125
Landscape Audit & Evaluations	14	69
Pressure Regulation	5	52
Leak Detection Pilot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

## **WUE Program Expenditures**

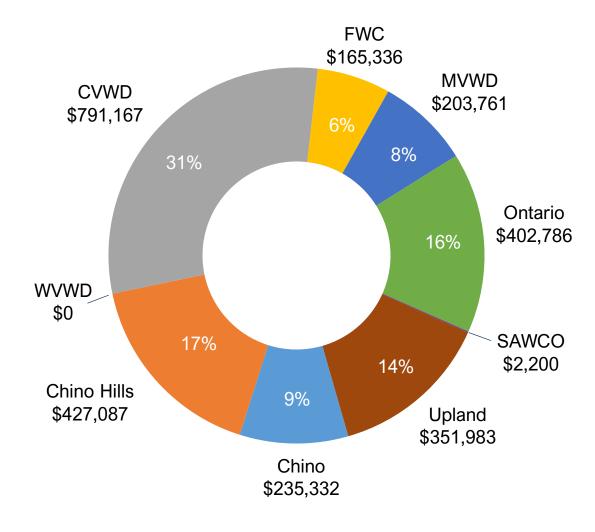
(includes funding from IEUA, MWD, and Others = ~\$2.6M)



### **Funding by Category**



### Funding by Customer Agency

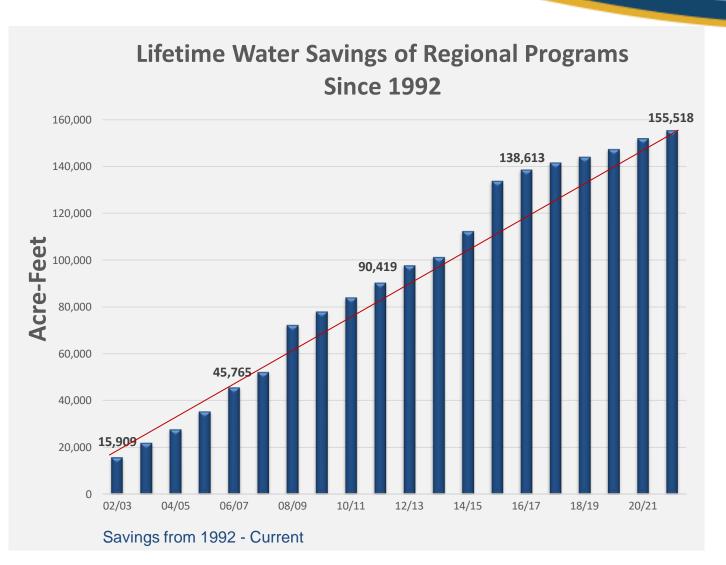


# **Annual WUE Programs Summary**



### 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



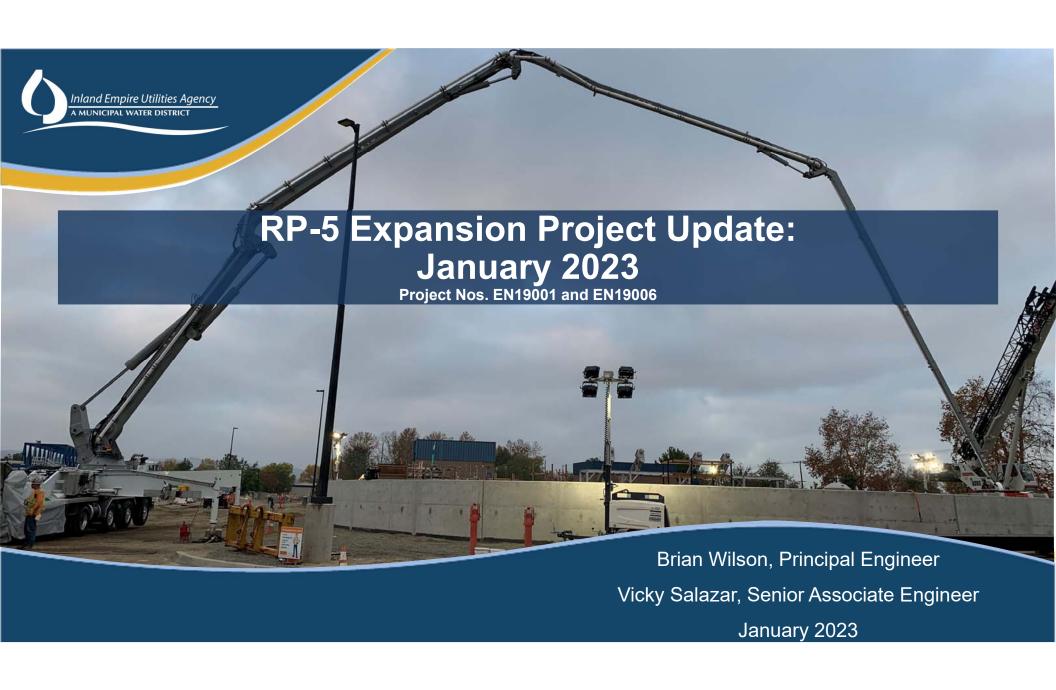


# Questions?

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

**4B** 



## **RP-5: Project Status**

Day 900 of 1640 = 55%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$336,280,417	\$11,084,081	\$193,300,314	57%
Designer	Parsons	\$36,833,185	\$201,089	\$32,739,331	88%
Construction Management	Arcadis	\$21,125,523	\$371,022	\$10,468,694	49%

### **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







**Influent Pump Station** 







**Grit Chamber** 









**Primary Clarifier Grouting** 



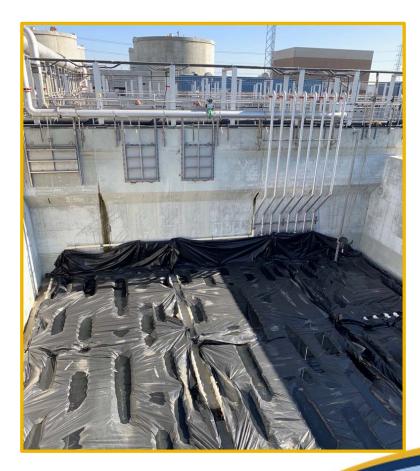




**Main Odor Control Facility** 







**Aeration Basin Diffusers** 





**Gas Phase Digesters** 





**Thickening Building** 







**Dewatering Building** 

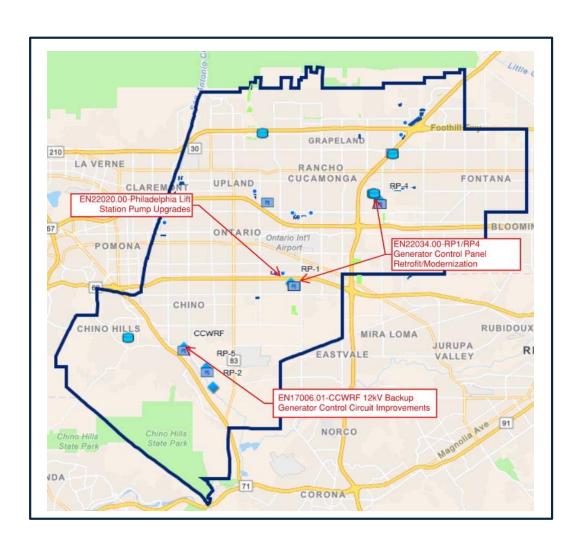




# INFORMATION ITEM

4C





# 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				
Pr	oject 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** 



# INFORMATION ITEM

4D



## Inland Empire Utilities Agency, a Municipal Water District Federal Update

December 22, 2022

#### **FY23 Omnibus Appropriations Package Signed Into Law**

Right before the Christmas holiday, Congress passed and the President signed into law the Fiscal Year (FY) 2023 **omnibus appropriations package**. The \$1.7 trillion package contains all twelve FY23 appropriations bills, totaling over 4,155 pages, and includes increases in funding for both defense and non-defense discretionary programs. Community projects (formerly known as earmarks) are also included in the omnibus package. Here are some programmatic funding levels of particular importance to IEUA:

#### **Bureau of Reclamation Funding**

Agency/Program	FY22 Enacted	FY23 Omnibus	Change from FY22 Enacted
Bureau of Reclamation	\$1.901 billion	\$1.931 billion	Increase of \$30 million
Water & Related Resources	\$1.747 billion	\$1.787 billion	Increase of \$40 million
WaterSMART Grants	\$45.5 million	\$65 million	\$19.5 million
Title XVI Program (Legacy Projects)	\$43.617 million	\$40 million	Decrease of \$3.617 million
Title XVI Program (WIIN)	\$17.5 million	\$20 million	Increase of \$2.5 million

#### **Environmental Protection Agency Funding**

Agency/Program	FY22 Enacted	FY23 Omnibus	Change from FY22 Enacted
EPA	\$9.56 billion	\$10.135 billion	Increase of \$576 million
Clean Water State Revolving Fund	\$1.638826 billion	\$1.638861 billion	Increase of \$35 million
Drinking Water State Revolving Fund	\$1.126088 billion	\$1.126101 billion	Increase of \$13 million
WIFIA	\$69.5 million	\$75.640 million	Increase of \$6.14 million

#### Administration Releases Inflation Reduction Act Guidebook

The White House has released an Inflation Reduction Act (IRA) <u>guidebook</u> entitled "Building a Clean Energy Economy: A guidebook to the Inflation Reduction Act's Investments in Clean Energy and Climate Action." This guidebook is like what the Administration released after the passage of the Bipartisan Infrastructure Law (BIL). Additionally, in the coming months, the Administration will be launching a website for the IRA (<u>www.cleanenergy.gov</u>) that will provide additional and updated information on the implementation of the IRA.

#### **Congress Passes WRDA Bill**

On December 15<sup>th</sup>, the Senate passed the House-amended Water Resources Development Act (WRDA) of 2022 as part of the National Defense Appropriations Act (NDAA) (H.R. 7776). WRDA provides project authorization and policy updates for the U.S. Army Corps of Engineers (USACE). The bill authorizes \$38 billion for 25 new and five existing USACE water infrastructure projects across the country. The bill has been sent to President Biden for his signature. A bill summary of WRDA can be found HERE, and a section-by-section summary can be found HERE.

#### **Senate Committee Holds Hearing on DOI IIJA Implementation**

The Senate Energy and Natural Resources Committee held a hearing to examine the Department of the Interior's (DOI) implementation for the Infrastructure Investment and Jobs Act (IIJA). The hearing featured Tommy Beaudreau, Deputy Secretary for the Department of the Interior. In Beaudreau's opening remarks, he highlighted during the past year, DOI has done the following regarding to IIJA implementation:

- Hired Winnie Stachelberg to serve as Senior Advisor/Infrastructure Coordinator
- Held numerous webinars with stakeholders
- In FY22, allocated \$6.4 billion in infrastructure projects
- Meets on a bi-weekly basis with the DOI Inspector General to ensure proper use of the IIJA funds

While most questions from Senators dealt with the issues of oil and gas production, the following issues related to water were raised during the hearing:

- Drought in the West—All three Western Senators who attended the hearing, Sens.
  Martin Heinrich (D-NM), Catherine Cortez Masto (D-NM), and Mark Kelly (D-AZ),
  raised the drought in the West as the first issue during their five-minute Q&A with
  Beaudreau. The Senators all encouraged DOI to focus on increasing efficiencies within
  the Colorado River system, provide funding for both short-term and long-term
  solutions, and use all available tools in their toolbox to help alleviate the drought
  impacts.
- Reclamation Staffing—Sen. Kelly focused much of his questions about Reclamation's staffing challenges. Beaudreau stated that for Reclamation staffing is currently an issue. The goal is to bring on a total of 400 new staff at Reclamation to help implement the \$8.3 billion in IIJA. To date, Reclamation has hired roughly 100 of the 400 staff they need. Beaudreau indicated that the biggest challenge to hiring staff is finding qualified engineers and individuals who understand the complex hydrology. He said

- Reclamation is optimistic that is can substantially close the gap of the additional staff needed in the coming year.
- Large-Scale Water Recycling Program Update—Sen. Cortez Masto, who authored legislation in the Senate to create the Large-Scale Water Recycling Program that was included in IIJA, pressed Beaudreau for an update on the status of that program. He reminded the Committee that Reclamation published guidelines for the program last month but did not provide any additional update on next steps or future action, including whether Reclamation would be issuing the Notice of Funding Opportunity (NOFO) for the study portion of the program as it had indicated it planned to do in stakeholder webinar last month.

#### **Western Senators Send Letter to USDA on Drought**

A bipartisan group of Western Senators, including Sens. Dianne Feinstein and Alex Padilla, sent a letter to Agriculture Secretary Tom Vilsack urging the Department of Agriculture (USDA) to ensure that its programs are funded and administered to address the drought conditions throughout the West. The letter urges USDA to support the efforts of Western farmers and ranchers to conserve water, improve water infrastructure and efficiency, reduce erosion, and provide technical assistance for growers in regions affected by drought. The letter can be found HERE.

#### Senators Send Letter to USDA on IRA Funding for Drought Mitigation

Senators Feinstein and Padilla led a letter to USDA and the Natural Resources Conservation Service (NRCS) urging that funding from the Inflation Reduction Act (IRA) be used to address drought-related issues, including enhancing groundwater recharge, reducing salinity, improving irrigation efficiencies, reducing groundwater pumping, and utilizing organic practices. The letter was also signed by Sens. Martin Heinrich (D-NM), Ben Ray Lujan (D-NM), Jeff Merkley (D-OR), and Patty Murray (D-WA) and can be found HERE.

#### Senate Releases 2023 Schedule

Following the conclusion of the runoff election in Georgia, Senate Majority Leader Chuck Schumer (D-NY) released the Senate calendar for 2023. Last month, incoming House Majority Leader Steve Scalise (R-LA) released the House calendar for 2023. A combined House and Senate calendar can be found **HERE**.

#### **Treasury Publishes Guidance on IRA Labor Requirements**

The Department of Treasury (Treasury) released <u>initial guidance</u> on the prevailing wage and apprenticeships requirement for energy tax credits authorized by the IRA. The guidance will apply to the following tax credits:

- Advanced Energy Project Credit
- Alternative Fuel Refueling Property Credit
- Credit for Carbon Oxide Sequestration
- Clean Fuel Production Credit
- Credit for Production of Clean Hydrogen
- Energy Efficient Commercial Buildings Deduction
- Renewable Energy Production Tax Credit
- Renewable Energy Property Investment Tax Credit

#### **Federal Funding Opportunities/Announcements**

**DOE Releases NOI to Award \$750 Million for Clean Hydrogen Technologies.** The Department of Energy (DOE) released a Notice of Intent (NOI) to award \$750 million in Bipartisan Infrastructure Law (BIL) funding to reduce the cost of clean hydrogen technology. More information can be found **HERE**.

DOE's Office of Electricity released an NOI for the Underserved and Indigenous Community Microgrids program. This program would provide funding for coordinated research, development, and implementation of replicable microgrid solutions for underserved and Indigenous communities in remote and islanded regions. DOE plans to award \$9.1 million in funding for six to eight projects. More information can be found HERE.

**DOE Publishes NOI for Carbon Conversion Program**. DOE published an NOI for the Carbon Utilization Procurement Grant program. The program, established in the Bipartisan Infrastructure Law, would provide grants to states, local governments, and public utilities to support the commercialization of technologies that reduce carbon emissions while also procuring and using commercial or industrial products developed from captured carbon emissions. More information can be found **HERE**.

**EPA Announces Small and Rural Communities Water Systems Grant.** EPA announced the availability of \$25.7 million in grant funding to provide technical assistance and training to support small and rural drinking water and wastewater systems. Applications are due January 26<sup>th</sup> and more information can be found **HERE**.

**Reclamation Announces Drought Resiliency Grant Awards.** The Bureau of Reclamation (Reclamation) announced the award of over \$84 million in funding for drought resiliency projects. The awards fund 36 projects located in eight western states. The full list of awards can be found <a href="#">HERE</a>.

#### **Federal Agency Personnel/Regulatory Announcements**

DOE Releases Proposed Rule to Phase Out Compact Fluorescent Lightbulbs. DOE released a proposed rule to phase out compact fluorescent lightbulbs. DOE is hosting a webinar on February  $1^{st}$  at 1:00 pm EST on the proposal and registration can be found <u>HERE</u>. More information on the proposed rule can be found <u>HERE</u>.

**EPA Announces Senior Advisor for Greenhouse Gas Reduction Fund.** EPA announced Jahi Wise will serve as Senior Advisor to the Administrator and Acting Director for the Greenhouse Gas Reduction Fund program. Wise previously served as Special Assistant to President Biden for Climate Policy and Finance in the White House Office of Domestic Climate Policy. More information on GGRF can be found **HERE**.

**EPA Issues Guidance to States on PFAS.** EPA issued a memo to states regarding the monitoring of PFAS discharges in water systems. The guidance will prompt states to align wastewater and stormwater permits issued through the National Pollutant Discharge

Elimination System. Under the memo, EPA is recommending that states use EPA's most current sampling and analysis methods to monitor for PFAS. The memo will also help EPA obtain comprehensive information through monitoring on the sources and quantities of PFAS discharges. The memo can be found **HERE**.

**EPA Updates New Chemical Review Program Webpage**. EPA announced a redesign and updates to the statistics webpage for the New Chemicals Review Program. The update includes additional information and metrics on the Agency's review of new chemicals under the Toxic Substances Control Act (TSCA), increasing transparency for the public, the regulated community, and other stakeholders. The new information and features will help users understand EPA's new chemicals review process, throughput, and trends. The webpage can be found **HERE**.

**EPA Publishes Updated Emissions Rule for Heavy-Duty Engines and Vehicles.** EPA published a Final Rule on emissions standards for heavy-duty engines and vehicles to further reduce ozone and particulate matter emissions. By 2045, the new rule is expected to cut emissions of nitrogen oxides (NOx) from the heavy-duty vehicle sector by about 48 percent. The new standards are scheduled to take effect for model year 2027 vehicles. The Final Rule can be found **HERE**.

**EPA Proposes Rule on Reporting of PFAS Data to the Toxics Release Inventory.** EPA has released a proposed rule to require industrial facilities to report PFAS releases at lower thresholds and concentrations that would improve reporting to the Toxics Release Inventory. Additionally, the proposed rule would eliminate an exemption allowing facilities to avoid reporting information on PFAS when those chemicals are used in small or de minimis concentrations. Public comments are due February 3<sup>rd</sup>, and more information can be found **HERE**.

**EPA to Host Water Recycling Webinar**. EPA has announced that it will be holding a webinar entitled "Water Recycling in Israel: US lessons from Israel's Water Reuse Approach." The webinar will be held on January 18<sup>th</sup> at 2:00 pm EST and registration for the webinar can be found **HERE**.

## ## ##

# INFORMATION ITEM

4E



#### **December 27, 2022**

**To:** Inland Empire Utilities Agency

From: Michael Boccadoro

Beth Olhasso Maddie Munson

**RE:** December Report

#### Overview:

Water managers throughout California are breathing a little easier after back to back storms brought heavy, wet, cold snow to the Sierras. The statewide snowpack is at 145 percent of average for this time of year and 45 percent of April 1 averages. In a positive shift from last year, the Sierra's have remained cold, keeping the snow from melting and soaking into the parched earth or into streams and rivers. Because the snow is staying frozen there has not been significant increase in reservoir levels. Key reservoirs are hovering around 50 percent of average. Mother nature needs to do some more work to help make up for the deficits the last few years.

Disputes between environmental justice advocates and regulators in the Delta continue with a coalition of tribes and environmental justice advocates filing a civil rights complaint against the State Water Resources Control Board, charging it with discriminatory water management practices that have led to the ecological decline of the Sacramento-San Joaquin River Delta.

After more than a year of workshops, modeling, and public input the California Air Resources Board (CARB) has adopted its <u>Final 2022 Scoping Plan for Achieving Carbon Neutrality</u>. The Scoping Plan is essentially the state's master planning document for climate change, required by Assembly Bill 32, which is updated every five years.

The Legislature returned to Sacramento in early December to "organize" ahead of the 2023-24 Legislative Session. Both Speaker Rendon and Pro Tem Atkins retain their leadership posts. However, with both hitting their term limits in 2024, both will transition away from leadership at some point in the session.

Speaker Rendon recently announced committee chair assignments for the Assembly. Highlights include Asm. Chis Holden (D-Pasadena) remains Appropriations Chair, Asm. Phil Ting (D-San Francisco) as Budget Chair with Steve Bennett (D-Santa Barbara) takes over as Budget Sub Committee on Resources and Transportation, Rebecca Bauer Kahan (D-Orinda) remains chair of Water, Parks and Wildlife, Luz Rivas (D-Arleta) remains chair of Natural Resources and Alex Lee (D-San Jose) takes over as chair of Environmental Safety and Toxic Materials Committee.

Members have been introducing bills for the last several weeks, a small preview of the several thousand bills we will see before the February 15 bill introduction deadline.

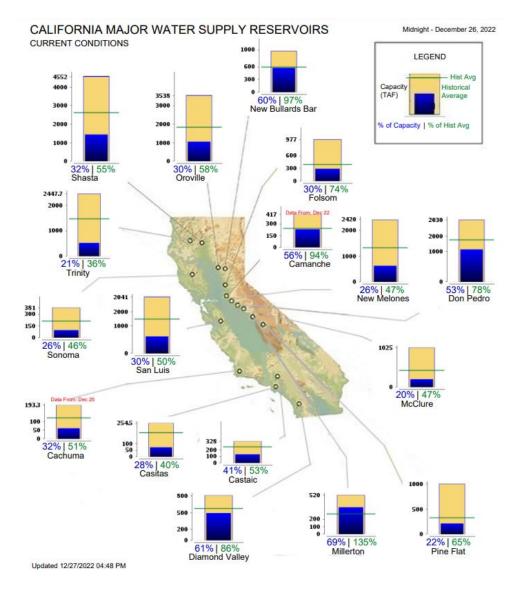
All eyes are on the Governor's January 10 budget release. With a projected \$25 billion deficit for FY 23-24, what cuts he proposes are the opening bell for budget negotiations.

### Inland Empire Utilities Agency Status Report – December 2022

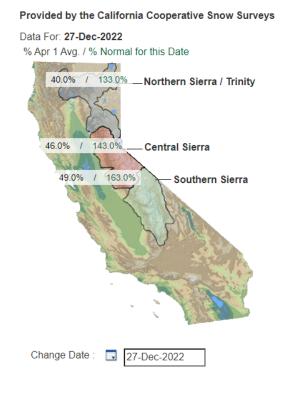
#### Water Supply Conditions

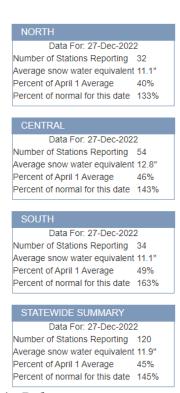
The first several weeks of December have made up for a relatively dry fall with significant precipitation throughout California. Storms have brought heavy, wet snow forms the frozen base layer of snowpacks. Cold weather has also prevented the early met we saw last year. The statewide snowpack is sitting at 145 percent of average for this time of year and 45 of April 1 averages.

With the snow staying in the mountains, reservoirs haven't seen significant increases. Lake Oroville is sitting at 58 percent of historical average and 30 percent capacity. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at just 50 percent of average for this time of the year and 30 percent capacity.



#### Snow Water Equivalents (inches)





#### State Water Resources Control Board Sued Over Lack of Action in Delta

A coalition of California tribes and environmental justice groups filed a civil rights complaint recently against the State Water Resources Control Board, charging it with discriminatory water management practices that it says have led to the ecological decline of the Sacramento-San Joaquin River Delta.

They are calling for US EPA oversight of the State Board, including an investigation into its alleged failure to review and update water quality standards in compliance with the Clean Water Act.

The Title VI civil rights complaint comes about seven months after the same coalition petitioned the board to review and update its water quality plan for the delta and San Francisco Bay — a petition the groups said went largely ignored. They charged the board with giving preferential treatment to large agricultural interests and said the Delta's deterioration can be linked to the state's historical legacy of racism and oppression of Native people.

The complaint says the state water board could restore the estuary by releasing more water from the surrounding mountains into the area, but instead it "prevents more than half of that water from reaching the San Francisco Bay every year."

The coalition submitted its initial 169-page petition to the State Board in May, and demanded that the agency review and update the water quality plan for the delta, among other requests. In June, the state water board responded with a denial of the petition, stating that work to update the Bay-Delta Plan was already underway and was a high priority.

#### CARB Adopts 2022 Scoping Plan Update

After more than a year of workshops, modeling, and public input the California Air Resources Board (CARB) has adopted its <u>Final 2022 Scoping Plan for Achieving Carbon Neutrality</u>. The Scoping Plan is essentially the state's master planning document for climate change, required by Assembly Bill 32, must be updated every five years.

The Final Scoping Plan is an ambitious road map for California that incorporates directives from Governor Newsom and recently enacted legislation, including AB 1279 which requires the state to achieve carbon neutrality by 2045. In addition, the plan sets out strategies to reduce anthropogenic GHG emissions by 85% below 1990 levels. Other high-level goals and strategies in the plan include:

- Supplying 90% of all retail electricity needs with renewable and zero-carbon resources by 2035, and 95% by 2040, and 100% by 2045 (as required by SB 1020, Laird 2022).
- Creation of the Carbon Capture, Removal, Utilization, and Storage Program, and a state permitting and approval process for carbon capture, utilization, and storage (CCUS) and carbon dioxide removal (CDR) projects by January 1, 2025 (as required by SB 905, Caballero 2022).
- Utilize CCUS and CDR to reduce GHG emissions by 20 million metric tons (MMT) in 2030, and 100 MMT in 2045.
- Evaluate the role of hydrogen production and use particularly in hard to electrify sectors (as required by SB 1075, Skinner 2022).
- Encourage development of 20 GW of offshore wind energy by 2045
- 20% clean aviation fuel demand met by electricity or hydrogen by 2045
- 3 million all-electric or electric-ready homes by 2030, and 7 million by 2035; 6 million heat pumps by 2030
- 100% ZEV sales for light duty vehicles by 2035; medium-heavy duty vehicles by 2040
- Reduce vehicle miles traveled by 25% below 2019 levels by 2030 and 30% by 2045

CARB staff will now begin work on implementing the plan through rulemakings that CARB already has the authority for, in addition to coordination with sister agencies who also have jurisdiction over issues addressed in the plan. The legislature will no doubt take queues from the plan, by either amending or expanding CARB's authority to carry out these ambitious plans.

#### Legislative Update

While some races were still being tallied, members of the Assembly descended on Sacramento briefly to "organize" and elect leadership. After hours of negotiations, Speaker Rendon emerged still clinching the Assembly Speaker gavel, but announced he will be transitioning the post to Asm. Robert Rivas (D-Salinas) in July. Senator Toni Atkins was easily re-elected as Senate President Pro Tempore.

January will begin the 2023-24 legislative session in earnest, with members having about six weeks to introduce bills in this first year of the two-year session. Members have been able to introduce bills for the last several weeks, however no significant water legislation has been submitted to date.

Speaker Rendon recently announced his committee leadership. The following are key water and energy chairs and any IEUA delegation members with leadership posts:

- Appropriations- Asm. Chris Holden (D-Pasadena)
- Budget- Asm. Phil Ting (D-San Francisco)
  - o Sub Com. on Resources and Trans. Asm. Steve Bennett (D-Santa Barbara) NEW Chair
- Water, Parks and Wildlife- Asm, Rebecca Bauer Kahan (D-Orinda)
- Natural Resources- Asm. Luz Rivas (D- Arleta)
- Environmental Safety and Toxic Materials- Alex Lee (D- San Jose) **NEW Chair**

- Utilities and Energy- Eduardo Garcia (D- Coachella)
- Banking and Finance & Legislative Ethics- Vice Chair- Phil Chen (R-Chino Hills)
- Emergency Management- Freddie Rodriguez (D-Chino)

Pro Tem Atkins has not announced any changes to Senate Committee Chairs yet.

While many thought he would wait until January, Governor Newsom recently called for a Special Session to convene on December 5 to address the state's high gas prices and his proposal to tax oil and gas companies for their windfall profits. A Special Session can run concurrently with a normal session if business still extends into the new year.

On the budget front, the Assembly Budget Committee released its "<u>Blueprint</u>" for the 2023-24 session. It makes assumptions congruent with projections from the Department of Finance and the Legislative Analyst's Office—there will be significantly less money in the state coffers this year then there have been in the past several budget cycles. The deficit is projected to be \$24 billion in 2023-24. While the state does have over \$37 billion in rainy day reserves, the increased General Fund spending of the last several years is not expected this year. The Governor will present his budget proposal on January 10.

# INFORMATION ITEM

4F



**Date:** January 18, 2023

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

Committee: Community & Legislative Affairs 01/11/23

**Staff Contact:** Shivaji Deshmukh, General Manager

Subject: Public Outreach and Communication

#### **Executive Summary:**

Filming was completed for the documentary series, "Viewpoint with Dennis Quaid," on December 20. The documentary will focus on water supply challenges in California and IEUA's mission of providing a high quality, reliable water source to the region by securing and increasing local supplies through investments in infrastructure projects, conservation, and education. The documentary is expected to air sometime in April.

Staff attended the Metropolitan Water District's Water is Life Poster Contest virtual awards ceremony. Two students from IEUA's service area, Ava Salisbury from Magnolia Elementary School in Upland and Veronica Graupner from Colony High School in Ontario, were announced as winners and were recognized on IEUA's social media channels.

Staff released another reel in the Day in the Life video series. The feature followed External Affairs Interns Abigail Vara and Laura Rodriguez through a day in the of the Education Program and featured an inside look at a Water Discovery Field Trip. The video received over 700 views across all platforms within the first 24 hours of posting.

#### **Staff's Recommendation:**

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

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

Fiscal Impact (explain if not budgeted):

#### **Prior Board Action:**

N/A

#### **Environmental Determination:**

Not Applicable

#### **Business Goal:**

IEUA is committed to providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

IEUA is committed to enhancing and promoting environmental sustainability and the preservation of the region's heritage.

#### **Attachments:**

Attachment 1 - Background

Board-Rec No.: 23017



## Background

Subject: Public Outreach and Communication

#### January

• January 24, International Day of Education

#### Media and Outreach

#### General

- IEUA recognized World Soil Day with a social media highlight on the Inland Empire Regional Composting Facility and the benefits of compost to cultivating healthy soil.
- Staff continues to work with the Chino Basin Program team leads, partners, and Arellano Associates to develop an outreach strategy for additional program communication, including developing a communication workgroup, identifying collaboration and partnership opportunities on shared media, and more.
- Staff shared timely water-wise reminders for the holiday season on social media and on the Agency's Water Education blog.
- Staff released another reel in the Day in the Life video series. The feature followed External Affairs Interns Abigail Vara and Laura Rodriguez through a day in the life of the Education Program and featured an inside look at a Water Discovery Field Trip. The video received over 700 views across all platforms within the first 24 hours of posting.
- Staff filmed with the production company representing the documentary series, "Viewpoint with Dennis Quaid," on December 20. The final documentary will focus on the water supply challenges in California and IEUA's mission of providing a high quality, reliable water source to the region by securing and increasing local supplies through investments in infrastructure projects, conservation, and education. Staff interviewed included Shivaji Deshmukh, General Manager; Lucia Diaz, Manager of Facilities & Water Systems, and Scott Lening, Manager of Operations. Additionally, Adel Hagekhalil, General Manager of the Metropolitan Water District of Southern California, was interviewed as an IEUA partner. The documentary is expected to air sometime in April.

#### Drought Awareness Efforts

- Staff is coordinating with Customer Agencies on messaging geared towards conservation and the irrigation of trees.
- Staff is continuing to work closely with the Water-Use Efficiency team on promoting the turf replacement program.
- Staff will continue to work with Customer Agencies on drought messaging and outreach. Staff is drafting message points and creative for outreach and will be adding these assets to the drought communication toolkit for customer agencies.
- Staff continues to promote the "Time is Now" message through timely facts, video shorts, and water-saving tips shared to the Agency's social media channels.

- A "Time is Now" ad ran on December 24 in the Chino Champion.
- A "Time is Now" ad ran in the January issue of Inland Empire Magazine.

#### Social Outreach and Analytics

- The Agency continues to publish content on LinkedIn and has gained 43 followers since November, with 428 page views in the last 30 days.
- December: 20 posts were published to the IEUA Facebook page, 20 tweets were sent on the @IEUAWater Twitter handle, 20 posts were published to IEUA's Instagram grid, and 8 posts were published to the IEUA LinkedIn page.
  - o The top three Facebook posts, based on reach and engagement, in the month of December were:
    - 12/13 Intern (Facilities) Hiring
    - 12/6 Facilities Technician I-Sr. (DOQ) Hiring
    - 12/5 World Soil Day
  - o The top three Twitter tweets, based on reach and engagement, in the month of December were:
    - 12/7 MWD Water is Life Poster Contest Virtual Award Ceremony Winners
    - 12/13 IEUA/City of Chino Earth Day Highlight
    - 12/12 Time is Now
  - The top three Instagram posts, based on reach and engagement, in the month of December were:
    - 12/19 External Affairs Intern Day in the Life
    - 12/7 MWD Water is Life Poster Contest Virtual Award Ceremony Winners
    - 12/5 World Soil Day
  - o The top three LinkedIn posts, based on impressions and reactions, in the month of December were:
    - 12/6 Chino Basin Watermaster Board Workshop Attendance
    - 12/15 Acting Director of Operations & Maintenance Jeff Ziegenbein Reelected as Treasurer to US Composting Council's Board of Directors
    - 12/15 Operations and Maintenance Training Coordinator Victor Rodriguez and Human Resources Specialist Daniel Zerda Presentation at the San Bernardino County Superintendent of School's Regional Educational Leadership Academy
- For the month of December, there were 6,346 searches for a park in IEUA's service area on Yelp and the Chino Creek Wetlands and Educational Park was viewed 727 times.

#### **Education and Outreach Updates**

- Staff has begun scheduling and facilitating in-person and virtual K-12 field trips for Fall.
- Staff has developed an educational program outreach plan and is beginning the process of scheduling another road show for school districts to learn about Agency programs.
- Staff is continuing to work on closing out the last year of the Garden in Every School® program.
  - Randall Pepper Elementary in Fontana is finishing up the final electrical work in preparation for construction to begin on their garden. Chino Basin Water Conservation District (CBWCD) will be completing the construction.

- Our Loving Savior's gardens construction is completed. The school has confirmed that the bunny fencing will be completed during the holiday break. Planting and the dedication can be scheduled at the beginning of the year.
- O Staff is working with teachers on finalizing approximately nine mini grant approvals. Schools have submitted their receipts and reimbursements are being processed.
- Metropolitan Water District of Southern California (MWD) has selected its winners for the 2023 Water is Life student art calendar. The Water is Life Student Art Poster Contest Recognition Event was held virtually on December 7, 2022, from 4 PM - 5 PM.
  - Two students from IEUA's service area, Ava Salisbury from Magnolia Elementary School in Upland and Veronica Graupner from Colony High School in Ontario were recognized for their winning poster submissions.

#### Agency-Wide Membership Updates

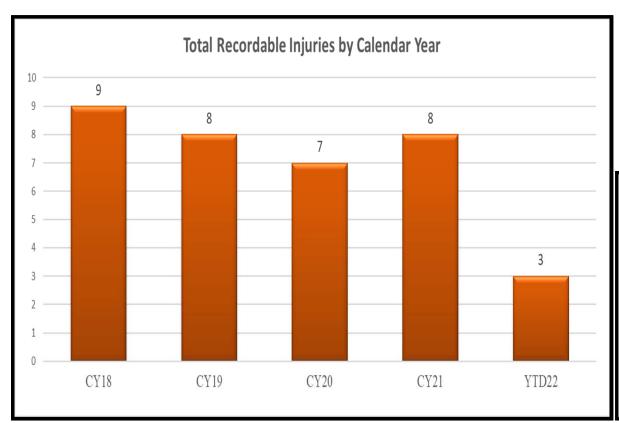
- Richard Lao, Senior Environmental Resources Planner, attended the Santa Ana River Dischargers Association (SARDA) Meeting on November 1.
- Richard Lao, Senior Environmental Resources Planner and Sarah Recinto, Associate Engineer, attended the California Association of Sanitation Agencies (CASA) Air Quality, Climate Change & Energy (ACE) Workgroup Meeting on November 15.
- Richard Lao, Senior Environmental Resources Planner, attended the California Association of Sanitation Agencies (CASA) Air Toxics Subgroup Meeting on November 16.
- Pietro Cambiaso, Acting Director of Planning & Resources and Richard Lao, Senior Environmental Resources Planner, attended the attended the California Association of Sanitation Agencies (CASA) Regulatory Workgroup (RWG) Biosolids Meeting on November 17.
- Pietro Cambiaso, Acting Director of Planning & Resources, Richard Lao, Senior Environmental Resources Planner and Sarah Recinto, Associate Engineer, attended the California Association of Sanitation Agencies (CASA) Regulatory Workgroup (RWG) Water Meeting on November 17.
- Richard Lao, Senior Environmental Resources Planner, attended the Southern California Alliance of Publicly Owned Treatment Works (SCAP) Air Quality Committee Meeting on November 29.

# INFORMATION ITEM

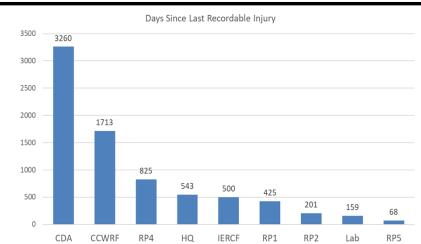
4G



# **Safety Statistics**

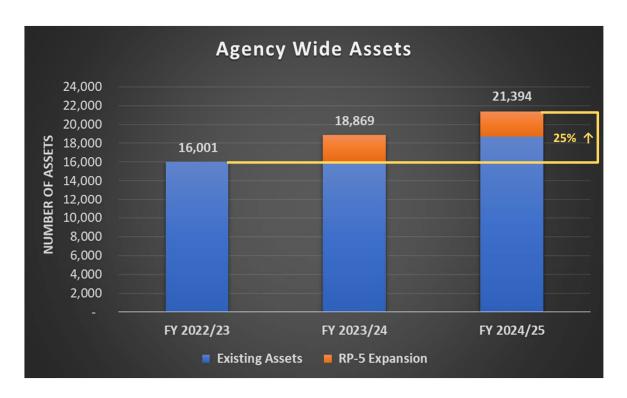








# **Agency Assets**



### 16,001 Agency Wide Assets

### Major categories:

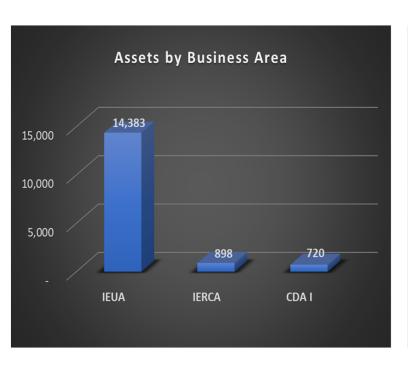
- Electrical and Instrumentation (E&I)
- Mechanical
- Fixed Asset
- Collections
- Support Equipment
- 25% increase in assets as a result of RP-5 Expansion
- 12% increase expected with AWPF



# **Agency Assets**

#### Asset Breakdown:

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



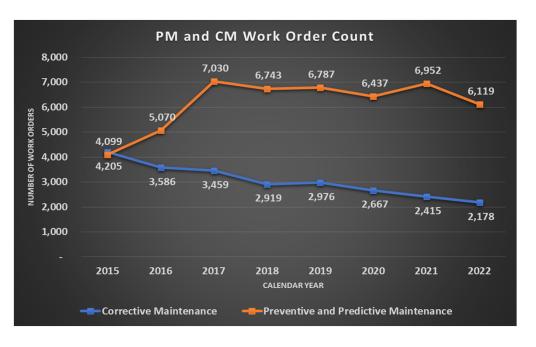


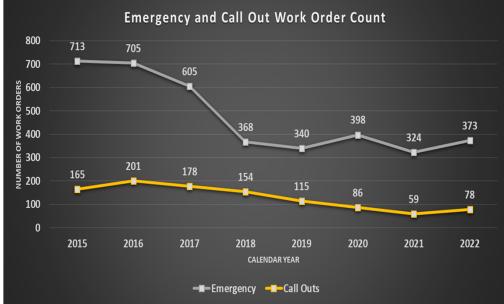


## **Work Execution**

### Reliability Journey:

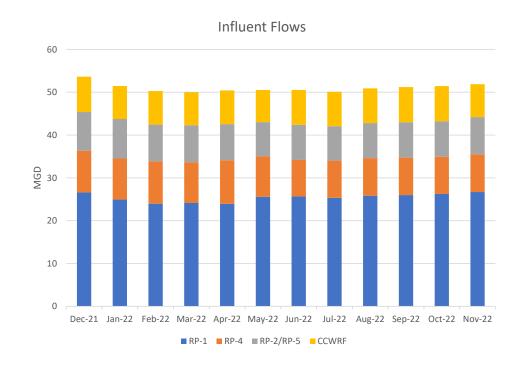
- Focus on Preventive and Predictive Maintenance
- Reduction on emergency work and dark time call-outs
- Increase asset life and utilization

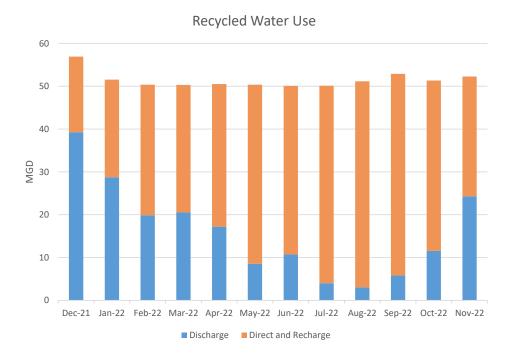






## **Production Flow Rates**

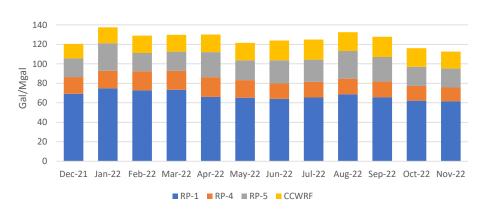




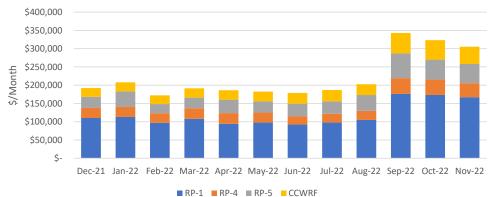


# **Agency Wide Chemical Consumption**

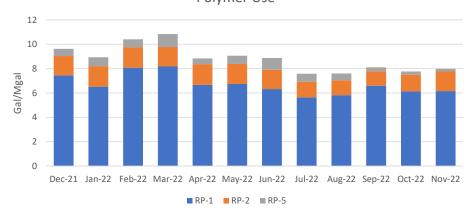


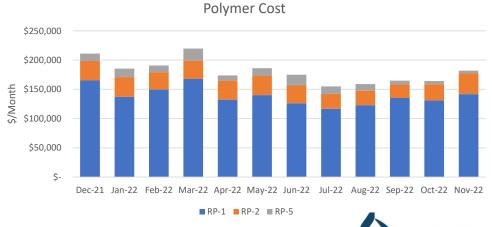


### Sodium Hypochlorite Cost



#### Polymer Use

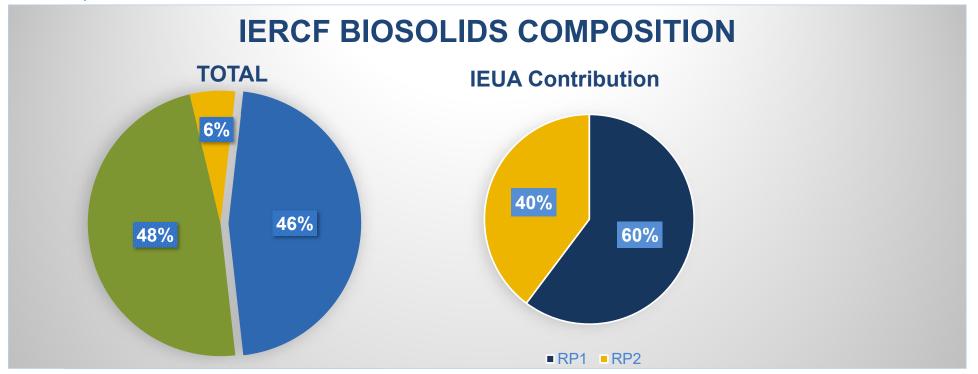




Inland Empire Utilities Agency

## Inland Empire Regional Compost Facility (IERCF) – Production

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





## Inland Empire Regional Compost Facility (IERCF) – Sales

## Sales Accomplishments

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





# INFORMATION ITEM

**4H** 



**Date:** January 18, 2023

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

**Committee:** Finance & Administration 01/11/23

**Staff Contact:** Kristine Day, Assistant General Manager

Subject: Treasurer's Report of Financial Affairs

#### **Executive Summary:**

The Treasurer's Report of Financial Affairs for the month ended November 30, 2022 is submitted in a format consistent with the State requirements.

For the month of November 2022, total cash, investments, and restricted deposits of \$467,835,885 reflects a decrease of \$2,593,181 compared to the total of \$470,429,066 reported for October 2022. The decrease can be attributed to construction payments, the annual CalPERS Unfunded Pension Liability contribution, and debt service payment for the 2020A Bond. The average days cash on hand for the month ended November 2022 decreased from 297 days to 289 days.

The unrestricted Agency investment portfolio yield in November 2022 was 2.400 percent, an increase of 0.275 percent compared to the October 2022 yield of 2.125 percent. The change in yield is mainly attributed to market conditions and an increased earnings yield in the Local Agency Investment Fund and the California Asset Management Program (CAMP) accounts.

#### **Staff's Recommendation:**

The Treasurer's Report of Financial Affairs for the month ended November 30, 2022 is an information item for the Board of Director's review

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

Fiscal Impact (explain if not budgeted):

Interest earned on the Agency's investment portfolio increases the Agency's overall reserves.

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

#### **Prior Board Action:**

On December 21, 2022 the Board of Directors received the Treasurer's Report of Financial Affairs for the month ended October 31, 2022.

#### **Environmental Determination:**

Not Applicable

#### **Business Goal:**

The Treasurer's Report of Financial Affairs is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

#### **Attachments:**

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Treasurer's Report of Financial Affairs

Board-Rec No.: 23003



## Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs for the month ended November 30, 2022, is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the Agency's Investment Policy (Resolution No. 2022-4-8).

Agency total cash, investments, and restricted deposits for the month of November 2022 was \$467.8 million, a decrease of \$2.6 million compared to the \$470.4 million reported for the month ended October 2022 as shown in Figure 1. The decrease can be attributed to construction payments, the annual CalPERS Unfunded Pension Liability contribution, and debt service payment for the 2020A Bond.



Figure 1: Cash, Investments, and Restricted Deposits

PFM continues to focus on investment discipline and maintaining a neutral duration strategy to ensure current investments align with the Agency's Investment Policy's goals of preservation of capital in the overall portfolio, provide sufficient liquidity to meet to operating requirements, and attain a market rate of return throughout budgetary and economic cycles. The Agency holds Credit Suisse Certificates of Deposits in amount of \$0.75 million maturing on March 2023. Credit Suisse has recently been the subject of negative headlines with its stock price under pressure and credit spreads widening. PFM and Agency staff continue to monitor the situation and remain comfortable continuing holding the existing position in the Agency portfolio.

Table 1 below represents the unrestricted Agency investment portfolio by authorized investment and duration with a total portfolio amount of \$243.5 million. The Agency portfolio excludes cash and restricted deposits in the amount of \$224.3 million held by member agencies and with fiscal agents, including \$74.0 million in capitalized interest and debt proceeds for the RP-5 Expansion Project.

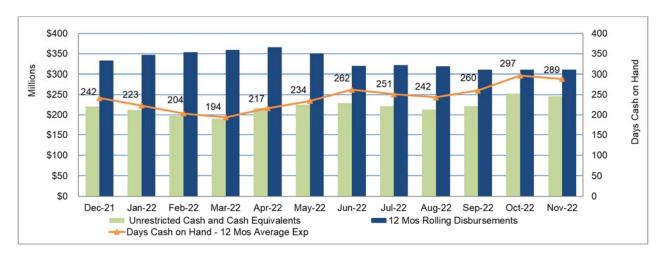
**Table 1: Agency Portfolio** 

Authorized Investments	Allowable Threshold (\$		vestment November (\$ mil		ŗ	Average	Portfolio%
	million or %)	Under 1 Year	1-3 Years	Over 3 Years	Total	Yield %	(Unrestricted)
LAIF*- Unrestricted	\$75	\$22.4	\$0.0	\$0.0	\$22.4	2.007%	9.20%
CAMP** - Unrestricted	n/a	92.3			92.3	3.900%	37.89%
CBB*** - Sweep	40%	14.5			14.5	0.250%	5.95%
<b>Sub-Total Agency Managed</b>		\$129.2	\$0.0	\$0.0	\$129.2	3.162%	53.04%
Brokered Cert. of Deposit	30%	\$1.8	\$1.1	\$0.0	\$2.9	2.526%	1.21%
Medium Term Notes	30%	1.9	8.8	3.7	14.4	1.881%	5.89%
Municipal Bonds	10%	0.2	1.7	0.2	2.1	0.986%	0.88%
Supranational Bonds	20%		1.7		1.7	0.520%	0.69%
US Treasury Notes	n/a	1.9	27.1	37.8	66.8	1.673%	27.44%
US Gov't Securities	n/a	8.9	17.5		26.4	1.015%	10.85%
<b>Sub-Total PFM Managed</b>		\$14.7	\$57.9	\$41.7	\$114.3	1.539%	46.96%
Total		\$143.9	\$57.9	\$41.7	\$243.5	2.400%	100.0%

<sup>\*</sup>LAIF - Local Agency Investment Fund

Average days cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service costs, and capital expenditures. The average days cash on hand decreased from 297 days to 289 days for the month of November 2022 as shown in Figure 2.

Figure 2: Days Cash on Hand – 12 Month Rolling Average

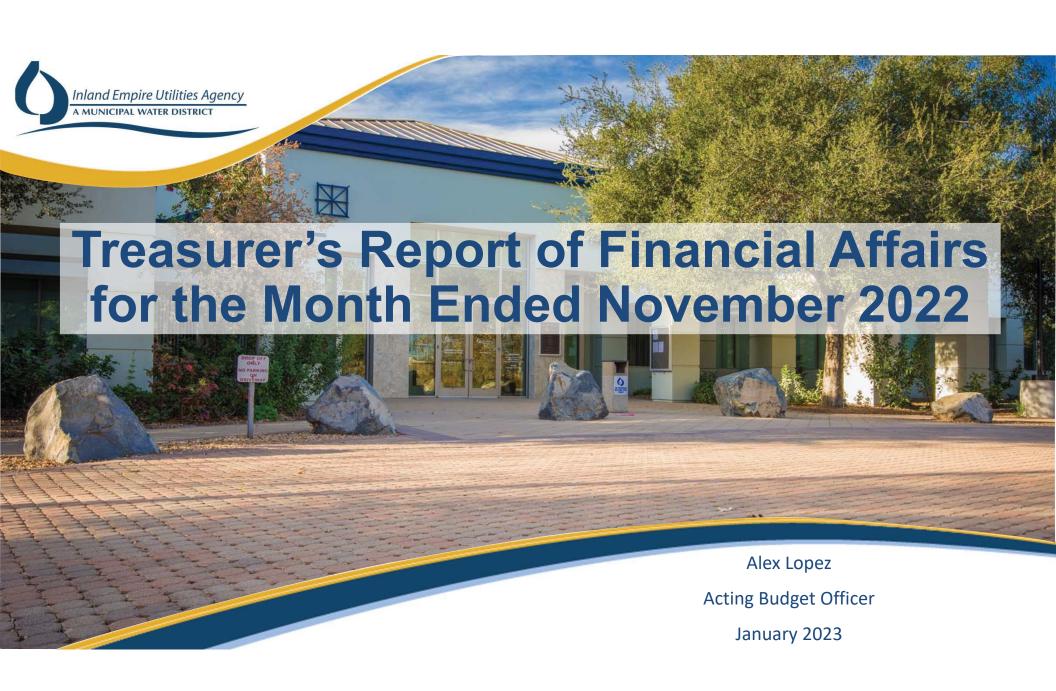


Monthly cash and investment summaries are available on the Agency's website at: https://www.ieua.org/read-our-reports/cash-and-investment/

<sup>\*\*</sup>CAMP – California Asset Management Program

<sup>\*\*\*</sup>CBB - Citizens Business Bank

<sup>+/-</sup> due to rounding





# **Agency Liquidity**

- Decrease in Cash, Investment, and Restricted deposits due to construction payments, CalPERS
   Unfunded Pension Liability contribution, and debt service payment for the 2020A Bond.
- Increase in Investment Portfolio Yield is primarily due to an increased earnings yield in the Local Agency Investment Fund and the California Asset Management Program (CAMP) accounts.

Description	November \$ Millions	October \$ Millions	Increase / (Decrease) \$ Millions
Investment Portfolio	\$243.5	\$249.2	(\$5.7)
Cash and Restricted Deposits	\$224.3	\$221.2	\$3.1
Total Investments, Cash, and Restricted Deposits	\$467.8	\$470.4	(\$2.6)
Investment Portfolio Yield	2.400%	2.125%	0.275%
Weighted Average Duration (Years)	1.17	1.19	(0.02)
Average Cash on Hand (Days)	289	297	(8)

Monthly cash and investment summaries available at: <a href="https://www.ieua.org/read-our-reports/cash-and-investment/">https://www.ieua.org/read-our-reports/cash-and-investment/</a>

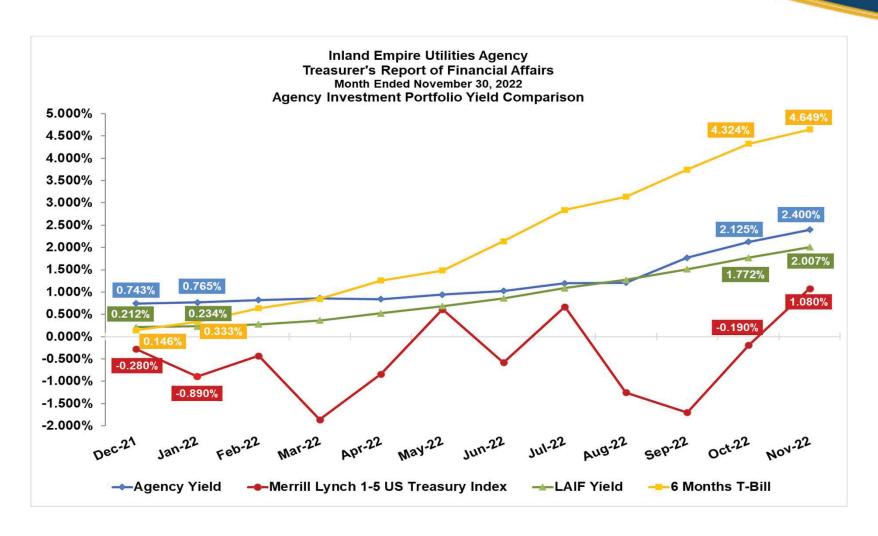


# **Agency Investment Position**

Authorized Investments	Allowable Threshold (\$ million or %)	Under 1 Year	1 – 3 Years	Over 3 Years	Total	Average Yield %	Portfolio % (Unrestricted)
Local Agency Investment Fund	\$75	\$22.4	\$0.0	\$0.0	\$22.4	2.007%	9.20%
California Asset Management Program	n/a	92.3	0.0	0.0	92.3	3.900%	37.89%
Citizens Business Bank – Sweep	40%	14.5	0.0	0.0	14.5	0.250%	5.95%
Sub-Total Agency Managed		\$129.2	\$0.0	\$0.0	\$129.2	3.162%	53.04%
Brokered Certificates of Deposit (CD)	30%	\$1.8	\$1.1	\$0.0	\$2.9	2.526%	1.21%
Medium Term Notes	30%	1.9	8.8	3.7	14.4	1.881%	5.89%
Municipal Bonds	10%	0.2	1.7	0.2	2.1	0.986%	0.88%
Supranational Bonds	20%	0.0	1.7	0.0	1.7	0.520%	0.69%
US Treasury Notes	n/a	1.9	27.1	37.8	66.8	1.673%	27.44%
US Government Securities	n/a	8.9	17.5	0.0	26.4	1.015%	10.85%
Sub-Total PFM Managed		\$14.7	\$57.9	\$41.7	\$114.3	1.539%	46.96%
Total		\$143.9	\$57.9	\$41.7	\$243.5	2.400%	100.0%



# **Portfolio Yield Comparison**



#### TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended November 30, 2022



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2022-4-8) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 20, 2022.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

\* A Municipal Water District

# Cash and Investment Summary Month Ended

	November	October	Variance
Cash, Bank Deposits, and Bank Investment Accounts	\$2,208,473	\$3,396,768	(\$1,188,295)
Investments			_
Agency Managed			
Citizens Business Bank (CBB) Repurchase (Sweep)	\$14,492,950	\$12,463,645	\$2,029,305
Local Agency Investment Fund (LAIF)	22,416,678	22,416,678	-
California Asset Management Program (CAMP)	92,290,575	99,982,067	(7,691,492)
Total Agency Managed Investments	129,200,203	134,862,390	(\$5,662,187)
PFM Managed			
Certificates of Deposit	\$2,935,000	\$2,935,000	\$0
Municipal Bonds	2,140,896	2,140,924	(28)
Supra-National Agency Bonds	1,669,253	1,669,220	33
Medium Term Notes	14,344,618	14,345,627	(1,009)
U.S. Treasury Notes	66,831,320	66,839,673	(8,353)
U.S. Government Sponsored Entities	26,422,221	26,423,111	(890)
Total PFM Managed Investments	114,343,308	114,353,555	(\$10,247)
Total Investments	\$243,543,511	\$249,215,945	(\$5,672,434)
Total Cash and Investments Available to the Agency	\$245,751,984	\$252,612,713	(\$6,860,729)
Restricted Deposits			
CAMP Water Connection Reserve	\$25,193,739	\$24,864,691	\$329,048
LAIF Self Insurance Reserve	6,573,509	6,573,509	-
Bond and Note Accounts	19,700,486	22,477,444	(2,776,958)
2020B Construction Accounts	55,411,171	55,377,057	34,114
Capital Capacity Reimbursement Account (CCRA) Deposits Held by Member Agencies**	85,547,318	80,785,585	4,761,733
California Employers' Retirement Benefit Trust Account - CERBT (Other Post	20.054.262	40 554 604	
Employment Benefits - OPEB)	20,051,362	18,551,681	1,499,681
Escrow Deposits	9,606,316	9,186,386	419,930
Total Restricted Deposits	\$222,083,901	\$217,816,353	\$4,267,548
Total Cash, Investments, and Restricted Deposits	\$467,835,885	\$470,429,066	(\$2,593,181)
**Tatal non-stad as of Contamber 2022		• •	` ' /

<sup>\*\*</sup>Total reported as of September 2022

# Cash and Investment Summary Month Ended

						%		
	Par	Cost Basis	Term	November	%	Yield to	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Maturity	Date	Value
Cash, Bank Deposits, and Bank Investment Accou	nte							
Cash, Bank Deposits, and Bank Investment Accou	<u>iits</u>							
Citizens Business Bank (CBB)								
Demand Account Payroll Checking	\$1,598,361 0	\$1,598,361 0	N/A	\$1,598,361 0		N/A	N/A	\$1,598,361 0
Workers' Compensation Account	56,896	56,896	N/A N/A	56,896		N/A N/A	N/A N/A	56,896
Subtotal CBB Accounts	\$1,655,257	\$1,655,257	14/11	\$1,655,257		11/11	11/11	\$1,655,257
HC Dowle (HCD)								
US Bank (USB) Custodial Money Market (Investment Mgmt.)	\$172,420	\$172,420	N/A	\$172,420		3.33%	N/A	\$172,420
Custodial Money Market (Debt Service)	378,546	378,546	N/A	378,546		3.33%	N/A	378,546
Subtotal USB Account	\$550,966	\$550,966		\$550,966	•	3.33%	· · · -	\$550,966
Petty Cash	\$2,250	\$2,250	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and								
Bank Investment Accounts	\$2,208,473	\$2,208,473	_	\$2,208,473			-	\$2,208,473
Investments								
CBB Daily Repurchase (Sweep) Accounts								
Fannie Mae (FNMA)	\$14,492,950	\$14,492,950	N/A	\$14,492,950		0.25%	N/A	\$14,492,950
Subtotal CBB Repurchase Accounts	\$14,492,950	\$14,492,950	· -	\$14,492,950	•	0.25%		\$14,492,950
LAIF Accounts								
Non-Restricted Funds	\$22,416,678	\$22,416,678	N/A	\$22,416,678	-	2.007%	N/A	\$22,416,678
Subtotal LAIF Accounts	\$22,416,678	\$22,416,678		\$22,416,678		2.007%		\$22,416,678
CAMP Accounts								
Non-Restricted Funds	\$92,290,575	\$92,290,575	N/A	\$92,290,575		3.90%	N/A	\$92,290,575
Subtotal CAMP Accounts	\$92,290,575	\$92,290,575	, <u> </u>	\$92,290,575	•	3.90%	_	\$92,290,575
Subtotal Agency Managed Investment Accounts	\$129,200,204	\$129,200,204	-	\$129,200,204		3.16%	- -	\$129,200,204
Brokered Certificates of Deposit (CDs)								
Barclays Bank PLC NY	\$1,125,000	\$1,125,000	1153	\$1,125,000	1.05%	1.05%	02/01/23	\$1,117,910
Credit Suisse NY	745,000	745,000	724	745,000	0.59%		03/17/23	735,145
Toronto Dominion Bank NY	1,065,000	1,065,000	1312	1,065,000	5.47%		10/25/24	1,064,856
Subtotal Brokered CDs	\$2,935,000	\$2,935,000	-	\$2,935,000	•	2.53%	· · · -	\$2,917,911

# Cash and Investment Summary Month Ended

Par							%		
Namourt   Namo		Par	Cost Basis	Term	November	%	-	Maturity	Market
US Treasury Note		Amount	Amount	(Days)	Value	-		Date	Value
US Treasury Note	Investments (continued)			( - ) - )					
US Treasury Note	US Treasury Note								
US Treasury Note	5	\$1.260.000	\$1.196.951	1630	\$1.250.639	1.25%	2.44%	07/31/23	\$1.231.453
US Treasury Note		650,000	667,088	1611	653,214	2.88%	2.25%		640,148
US Treasury Note 2,525,000 2,479,826 1786 2,515,793 2.13% 2.52% 11/30/23 2,459,902 US Treasury Note 990,000 988,608 1044 989,495 0.13% 0.17% 12/15/23 943,903 US Treasury Note 120,000 120,356 1813 120,078 2.63% 2.56% 12/31/23 117,338 US Treasury Note 810,000 866,235 917 808,317 0.13% 0.31% 01/15/24 769,880 US Treasury Note 675,000 709,778 962 691,997 2.38% 0.35% 02/29/24 656,543 US Treasury Note 2,345,000 2,355,534 1792 2,348,033 2.00% 1.90% 04/30/24 2,260,360 US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,351,527 US Treasury Note 1,900,000 2,027,898 1532 2,035,087 0.25% 0.52% 0.80% 09/30/25 890,536 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	1,875,000	1,870,898	877	1,873,368	0.25%	0.34%	11/15/23	1,796,484
US Treasury Note 990,000 988,608 1044 989,495 0.13% 0.17% 12/15/23 943,903 US Treasury Note 120,000 120,356 1813 120,078 2.63% 2.56% 12/31/23 117,338 US Treasury Note 810,000 806,235 917 808,317 0.13% 0.31% 01/15/24 769,880 US Treasury Note 675,000 709,778 962 691,997 2.38% 0.35% 02/29/24 656,543 US Treasury Note 2,345,000 2,355,534 1792 2,348,033 2.00% 1.90% 04/30/24 2,260,360 US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	3,450,000	3,484,904	1713	3,457,111	2.75%	2.52%	11/15/23	3,384,234
US Treasury Note 120,000 120,356 1813 120,078 2.63% 2.56% 12/31/23 117,338 US Treasury Note 810,000 806,235 917 808,317 0.13% 0.31% 01/15/24 769,880 US Treasury Note 675,000 709,778 962 691,997 2.38% 0.35% 02/29/24 656,543 US Treasury Note 2,345,000 2,355,534 1792 2,348,033 2.00% 1.90% 04/30/24 2,260,360 US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.57% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.52% 0.81% 09/30/25 890,536 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	2,525,000	2,479,826	1786	2,515,793	2.13%	2.52%	11/30/23	2,459,902
US Treasury Note 810,000 806,235 917 808,317 0.13% 0.31% 01/15/24 769,880 US Treasury Note 675,000 709,778 962 691,997 2.38% 0.35% 02/29/24 656,543 US Treasury Note 2,345,000 2,355,534 1792 2,348,033 2.00% 1.90% 04/30/24 2,260,360 US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	990,000	988,608	1044	989,495	0.13%	0.17%	12/15/23	943,903
US Treasury Note 675,000 709,778 962 691,997 2.38% 0.35% 02/29/24 656,543 US Treasury Note 2,345,000 2,355,534 1792 2,348,033 2.00% 1.90% 04/30/24 2,260,360 US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 488,405 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	120,000	120,356	1813	120,078	2.63%	2.56%	12/31/23	117,338
US Treasury Note	US Treasury Note	810,000	806,235	917	808,317	0.13%	0.31%	01/15/24	769,880
US Treasury Note 210,000 208,679 1059 209,338 0.25% 0.47% 05/15/24 197,138 US Treasury Note 575,000 580,930 1824 576,876 2.00% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.60% 05/31/25 308,391 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.52% 08/31/25 1,844,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	675,000	709,778	962	691,997	2.38%	0.35%	02/29/24	656,543
US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 06/30/24 552,629 US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 1,900,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.60% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.52% 08/31/25 1,844,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	2,345,000			2,348,033	2.00%	1.90%	04/30/24	2,260,360
US Treasury Note 1,000,000 1,016,172 1818 1,005,408 2.13% 1.78% 07/31/24 961,250 US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	210,000	208,679		209,338	0.25%	0.47%	05/15/24	197,138
US Treasury Note 1,310,000 1,349,146 1824 1,324,358 2.13% 1.50% 09/30/24 1,257,395 US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	575,000	580,930	1824	576,876	2.00%	1.78%	06/30/24	552,629
US Treasury Note 595,000 614,454 1822 602,474 2.25% 1.57% 10/31/24 571,758 US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	1,000,000	1,016,172		1,005,408	2.13%	1.78%	07/31/24	961,250
US Treasury Note 510,000 521,814 1789 514,821 2.13% 1.63% 11/30/24 488,405 US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.81% 09/30/25 890,536	US Treasury Note	1,310,000	1,349,146	1824	1,324,358	2.13%	1.50%	09/30/24	1,257,395
US Treasury Note 1,820,000 1,876,875 1273 1,853,004 1.50% 0.58% 11/30/24 1,720,469 US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.52% 08/31/25 1,844,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	595,000	614,454	1822	602,474	2.25%	1.57%	10/31/24	571,758
US Treasury Note 1,445,000 1,383,588 1319 1,397,769 1.13% 2.73% 01/15/25 1,351,527 US Treasury Note 340,000 335,232 1475 337,052 0.25% 0.60% 05/31/25 308,391 US Treasury Note 1,900,000 1,866,230 1440 1,878,613 0.25% 0.71% 05/31/25 1,723,359 US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.52% 08/31/25 1,844,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	510,000	521,814	1789	514,821	2.13%	1.63%	11/30/24	488,405
US Treasury Note       340,000       335,232       1475       337,052       0.25%       0.60%       05/31/25       308,391         US Treasury Note       1,900,000       1,866,230       1440       1,878,613       0.25%       0.71%       05/31/25       1,723,359         US Treasury Note       2,050,000       2,027,898       1532       2,035,087       0.25%       0.52%       08/31/25       1,844,359         US Treasury Note       990,000       968,228       1463       974,612       0.25%       0.81%       09/30/25       890,536	US Treasury Note	1,820,000	1,876,875	1273	1,853,004	1.50%	0.58%	11/30/24	1,720,469
US Treasury Note       1,900,000       1,866,230       1440       1,878,613       0.25%       0.71%       05/31/25       1,723,359         US Treasury Note       2,050,000       2,027,898       1532       2,035,087       0.25%       0.52%       08/31/25       1,844,359         US Treasury Note       990,000       968,228       1463       974,612       0.25%       0.81%       09/30/25       890,536	US Treasury Note	1,445,000	1,383,588	1319		1.13%	2.73%	01/15/25	1,351,527
US Treasury Note 2,050,000 2,027,898 1532 2,035,087 0.25% 0.52% 08/31/25 1,844,359 US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	340,000	335,232	1475	337,052	0.25%	0.60%	05/31/25	308,391
US Treasury Note 990,000 968,228 1463 974,612 0.25% 0.81% 09/30/25 890,536	US Treasury Note	1,900,000	1,866,230	1440	1,878,613	0.25%	0.71%	05/31/25	1,723,359
	US Treasury Note	2,050,000	2,027,898	1532	2,035,087	0.25%	0.52%	08/31/25	1,844,359
US Treasury Note 1,600,000 1,573,125 1463 1,581,249 0.25% 0.67% 09/30/25 1,439,250	US Treasury Note	990,000	968,228	1463	974,612	0.25%	0.81%	09/30/25	890,536
	US Treasury Note	1,600,000	1,573,125	1463	1,581,249	0.25%	0.67%	09/30/25	1,439,250
US Treasury Note 435,000 427,965 1658 430,354 0.38% 0.74% 11/30/25 389,869	US Treasury Note	435,000	427,965	1658	430,354	0.38%	0.74%	11/30/25	389,869
US Treasury Note 1,910,000 1,873,218 1623 1,885,184 0.38% 0.82% 11/30/25 1,711,838	US Treasury Note	1,910,000	1,873,218	1623	1,885,184	0.38%	0.82%	11/30/25	1,711,838
US Treasury Note 2,925,000 2,845,591 1623 2,866,603 0.38% 1.06% 11/30/25 2,621,531	US Treasury Note	2,925,000	2,845,591	1623	2,866,603	0.38%	1.06%	11/30/25	2,621,531
US Treasury Note 815,000 810,034 1814 811,917 0.38% 0.50% 12/31/25 729,552	US Treasury Note	815,000	810,034	1814	811,917	0.38%	0.50%	12/31/25	729,552
US Treasury Note 1,780,000 1,751,145 1699 1,760,876 0.38% 0.73% 12/31/25 1,593,378	US Treasury Note	1,780,000	1,751,145	1699	1,760,876	0.38%	0.73%	12/31/25	1,593,378
US Treasury Note 870,000 820,995 1730 830,598 0.38% 1.86% 01/31/26 775,659	US Treasury Note	870,000	820,995	1730	830,598	0.38%	1.86%	01/31/26	775,659
US Treasury Note 1,520,000 1,466,087 1730 1,478,024 0.38% 1.27% 01/31/26 1,355,175	US Treasury Note	1,520,000	1,466,087	1730	1,478,024	0.38%	1.27%	01/31/26	1,355,175
US Treasury Note 1,540,000 1,400,437 1730 1,421,964 0.38% 2.95% 01/31/26 1,373,006	US Treasury Note	1,540,000	1,400,437	1730	1,421,964	0.38%	2.95%	01/31/26	1,373,006
US Treasury Note 2,345,000 2,248,910 1730 2,269,830 0.38% 1.42% 01/31/26 2,090,714	US Treasury Note	2,345,000	2,248,910	1730	2,269,830	0.38%	1.42%	01/31/26	2,090,714
US Treasury Note 2,940,000 3,257,428 1730 3,141,573 2.63% 0.43% 01/31/26 2,815,969	US Treasury Note	2,940,000	3,257,428	1730	3,141,573	2.63%	0.43%	01/31/26	2,815,969
US Treasury Note 1,765,000 1,717,428 1850 1,728,489 0.50% 1.15% 02/28/26 1,575,538	US Treasury Note	1,765,000	1,717,428	1850	1,728,489	0.50%	1.15%	02/28/26	1,575,538
US Treasury Note 3,110,000 3,068,088 1821 3,082,726 0.50% 0.78% 02/28/26 2,776,161						0.50%	0.78%		
US Treasury N/B Note 1,360,000 1,359,469 1666 1,359,612 0.75% 0.76% 03/31/26 1,222,938	US Treasury N/B Note	1,360,000	1,359,469	1666	1,359,612	0.75%	0.76%	, ,	1,222,938
US Treasury N/B Note 1,464,000 1,453,192 1805 1,456,353 0.75% 0.90% 05/31/26 1,308,679	. ,							, ,	
US Treasury N/B Note 2,120,000 1,942,947 1805 1,964,393 0.75% 2.99% 05/31/26 1,895,081									

# Cash and Investment Summary Month Ended

						%		
	Par	Cost Basis	Term	November	%	Yield to	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Maturity	Date	Value
Investments (continued)								_
US Treasury N/B Note	890,000	819,461	1927	829,716	0.88%	2.77%	09/30/26	792,656
US Treasury N/B Note	1,190,000	1,086,851	1927	1,100,034	0.88%	3.00%	09/30/26	1,059,844
US Treasury Note	1,500,000	1,457,637	2065	1,461,381	2.25%	2.91%	02/15/27	1,402,969
US Treasury N/B Note	2,115,000	1,890,281	2139	1,905,618	0.50%	2.92%	04/30/27	1,828,153
US Treasury Note	1,055,000	936,436	2200	943,880	0.50%	2.99%	06/30/27	906,641
US Treasury Note	3,315,000	3,142,905	2246	3,151,108	2.25%	3.40%	08/15/27	3,087,094
US Treasury Note	1,965,000	1,952,181	2292	1,952,381	4.13%	4.27%	09/30/27_	1,988,948
Subtotal US Treasuries	\$67,974,000	\$66,731,234		\$66,831,320		1.67%		\$62,868,103
U.S. Government Sponsored Entities								
Freddie Mac Bond	\$1,450,000	\$1,444,461	1810	\$1,449,388	2.75%	2.83%	06/19/23	\$1,434,559
Freddie Mac Bond	1,330,000	1,326,116	1,095	1,329,266	0.25%	0.35%	06/26/23	\$1,296,894
Fannie Mae Bond	1,875,000	1,870,968	1,095	1,874,186	0.25%	0.32%	07/10/23	\$1,825,076
Fannie Mae Bond	645,000	645,000	1,092	645,000	0.36%	0.36%	08/18/23	\$624,653
Freddie Mac Bond	885,000	884,097	1,098	884,781	0.25%	0.28%	08/24/23	\$856,599
Fannie Mae Bond	855,000	853,273	1,741	854,717	2.88%	2.92%	09/12/23	\$842,555
Fannie Mae Bond	1,820,000	1,803,274	1,772	1,817,310	2.88%	3.08%	09/12/23	\$1,793,508
Freddie Mac Bond	805,000	804,203	1,095	804,732	0.25%	0.28%	12/04/23	\$770,324
Federal Home Loan Bank	870,000	895,642	1,772	875,383	3.38%	2.72%	12/08/23	\$858,876
Federal Home Loan Bank	190,000	189,327	1,824	189,838	2.50%	2.58%	02/13/24	\$185,358
Fannie Mae Bond	2,055,000	2,130,234	1,769	2,087,662	1.63%	0.85%	01/07/25	\$1,940,138
Freddie Mac Bond	1,215,000	1,214,065	1,825	1,214,588	1.50%	1.52%	02/12/25	\$1,141,426
Federal Home Loan Bank	950,000	945,288	1,824	947,765	0.50%	0.60%	04/14/25	\$868,461
Fannie Mae Bond	495,000	496,629	1,792	495,793	0.63%	0.56%	04/22/25	\$453,526
Fannie Mae Bond	1,275,000	1,272,374	1,824	1,273,743	0.63%	0.67%	04/22/25	\$1,168,173
Fannie Mae Bond	1,425,000	1,432,296	1,782	1,428,574	0.63%	0.52%	04/22/25	\$1,305,605
Fannie Mae Bond	240,000	241,126	1,716	240,609	0.50%	0.40%	06/17/25	\$218,502
Fannie Mae Bond	995,000	996,473	1,693	995,808	0.50%	0.47%	06/17/25	\$905,874
Fannie Mae Bond	1,435,000	1,441,931	1,778	1,438,621	0.50%	0.40%	06/17/25	\$1,306,461
Fannie Mae Bond	1,480,000	1,476,936	1,824	1,478,440	0.50%	0.54%	06/17/25	\$1,347,430
Freddie Mac Bond	895,000	890,543	1,824	892,647	0.30%	0.34%	07/21/25	\$810,293
	950,000	945,554	1,824	,				
Fannie Mae Bond	•	,	,	947,567	0.38%	0.47%	08/25/25	\$857,276
Freddie Mac Bond	1,365,000	1,360,891	1,824	1,362,687	0.38%	0.44%	09/23/25	\$1,228,197
Fannie Mae Bond	895,000	891,796	1,821	893,114	0.50%	0.57%	11/07/25_	\$804,452
Subtotal U.S. Gov't Sponsored Entities	\$26,395,000	\$26,452,497		\$26,422,221		1.02%		\$24,844,215
Supra-National Agency Bond	d1 (70 000	¢1.660.764	1 461	¢1.660.252	0.500/	0.520/	00/22/24	<b>#4 FF2 222</b>
Inter-American Development Bank Notes	\$1,670,000	\$1,668,764	1,461	\$1,669,253	0.50%	0.52%	09/23/24_	\$1,553,208
Subtotal Supra-National Agency Bond	\$1,670,000	\$1,668,764		\$1,669,253		0.52%		\$1,553,208

# Cash and Investment Summary Month Ended

ı						0/		
ı	Par	Cost Basis	Term	November	%	% Yield to	Maturity	Market
ı	Amount	Amount	(Days)	Value	Coupon	Maturity	Date	Value
Investments (continued)				,	,			
Municipal Bonds								
CA State Earthquake Authority Taxable Rev	\$195,000	\$195,000	949	\$195,000	1.48%	1.48%	07/01/23	\$190,232
Maryland State GO Bond	250,000	249,930	1457	249,971	0.51%	0.52%	08/01/24	235,145
CA State Dept of Wtr Res	100,000	100,000	1578	100,000	0.56%	0.56%	12/01/24	92,281
Univ. of CA Revenue Bond	90,000	90,326	1764	90,163	0.88%	0.81%	05/15/25	81,152
Univ. of CA Revenue Bond	205,000	205,000	1764	205,000	0.88%	0.88%	05/15/25	184,846
Florida State Board of Admin. Taxable Rev	200,000	201,414	1749	200,762	1.26%	1.11%	07/01/25	179,874
Florida State Board of Admin. Taxable Rev	520,000	520,000	1749	520,000	1.26%	1.26%	07/01/25	467,672
Los Angeles CCD CA Taxable GO Bonds	375,000	375,000	1725	375,000	0.77%	0.77%	08/01/25	340,110
NJ TPK Authority	205,000	205,000	1792	205,000	1.05%	1.05%	01/01/26_	184,627
Subtotal State and Local Municipal Bonds	\$2,140,000	\$2,141,670	_	\$2,140,896		0.99%	· -	\$1,955,940
Medium Term Notes								
Bank of NY Mellon	\$610,000	\$615,588	1555	\$610,532	3.50%	3.27%	04/28/23	\$607,021
Apple Inc. Corp.	565,000	563,463	1095	564,774	0.75%	0.84%	05/11/23	555,267
UnitedHealth Group Inc	720,000	755,741	1330	725,267	3.50%	2.08%	06/15/23	715,927
Pfizer Inc	1,260,000	1,276,393	1807	1,264,066	2.95%	2.67%	03/15/24	1,236,335
Amazon Com. Inc.	560,000	559,182	1096	559,606	0.45%	0.50%	05/12/24	527,381
Walmart Inc	1,425,000	1,495,195	1768	1,447,416	2.85%	1.78%	07/08/24	1,386,958
JP Morgan Chase	570,000	570,000	1461	570,000	0.65%	0.65%	09/16/24	547,553
Bank of America	725,000	725,000	1464	725,000	0.81%	0.81%	10/24/24	693,723
John Deere Capital Corp	790,000	770,045	1542	775,163	1.25%	2.17%	01/10/25	738,384
Toyota Motor	315,000	318,078	1724	316,437	1.80%	1.58%	02/13/25	296,808
Toyota Motor	425,000	429,152	1724	426,939	1.80%	1.58%	02/13/25	400,456
Novartis Capital	1,425,000	1,475,744	1743	1,447,971	1.75%	0.98%	02/14/25	1,346,564
JP Morgan Chase	555,000	555,000	1461	555,000	0.82%	0.82%	06/01/25	516,248
JP Morgan Chase	355,000	355,000	1530	355,000	0.77%	0.77%	08/09/25	326,539
Bristol Myers	349,000	345,524	1606	346,667	0.75%	0.98%	11/13/25	314,239
Bank of Americ Corp	880,000	880,000	1746	880,000	3.38%	3.38%	04/02/26	836,782
Microsoft Corp (Callable)	1,100,000	1,112,199	1874	1,109,979	2.40%	2.14%	08/08/26	1,032,533
Target Corp	150,000	149,745	2034	149,789	1.95%	1.99%	01/15/27	137,314
Target Corp	690,000	689,579	2034	689,650	1.95%	1.96%	01/15/27	631,645
Truist Financial Corp	935,000	817,779	2234	825,362	1.13%	3.91%	08/03/27	788,931
Subtotal Medium Term Notes	\$14,404,000	\$14,458,407	-	\$14,344,618	-	1.88%	-	\$13,636,606
Subtotal PFM Managed Investment Accounts	\$115,518,000	\$114,387,572	- -	\$114,343,308	<del>-</del> , ,	1.54%	- -	\$107,775,984
Total Investments	\$244,718,204	\$243,587,776		\$243,543,512				\$236,976,188
(Source of Investment Amortized Cost: PFM)			-	· · ·	-		-	

# Cash and Investment Summary Month Ended

Γ	Т	T				0/		
	Par	Cost Basis	Term	November	%	% Viold to	Maturity	Market
	Amount	Amount	(Days)	Value	6 % Coupon	Yield to Maturity	Date	Value
Restricted Deposits								
Investment Pool Accounts								
CAMP - Water Connection Reserves	\$25,193,739	\$25,193,739	N/A	\$25,193,739		3.90%	N/A	\$25,193,739
LAIF - Self Insurance Reserves	6,573,509	6,573,509	N/A	6,573,509		2.01%	N/A	6,573,509
Total Investment Pool Accounts	\$31,767,248	\$31,767,248	-	\$31,767,248		3.51%	-	\$31,767,248
Bond and Note Accounts								
2017A Debt Service Accounts	\$431	\$431	N/A	\$431		0.00%	N/A	\$431
2020A Debt Service Accounts	1,094,750	1,094,750	N/A	1,094,750		0.00%	N/A	1,094,750
2020B Debt Service Accounts	39	39	N/A	39		0.00%	N/A	39
2020B Capitalized Interest Account	18,605,266	18,605,266	N/A	18,605,266		3.90%	N/A	18,605,266
Total Bond and Note Accounts	\$19,700,486	\$19,700,486	•	\$19,700,486	-	3.68%	•	\$19,700,486
<u>-</u>	Ψ12,700,400	Ψ17,700,400		Ψ1.7,7.00,400	-	5.0070	-	φ1.7,7 00, <del>4</del> 00
2020B Construction Project Account								
LAIF Construction Fund	\$44,747,593	\$44,747,593	N/A	\$44,747,593		2.01%	N/A	\$44,747,593
CAMP Construction Fund	10,663,578	10,663,578	-	10,663,578		3.90%	N/A	10,663,578
Subtotal 2020B Construction Fund	\$55,411,171	\$55,411,171		\$55,411,171		2.37%		\$55,411,171
Total 2020B Construction Project Accts	\$55,411,171	\$55,411,171		\$55,411,171		2.371%		\$55,411,171
CCRA Deposits Held by Member Agencies								
City of Chino	\$13,554,646	\$13,554,646	N/A	\$13,554,646		N/A	N/A	\$13,554,646
City of Chino Hills	3,216,414	3,216,414	N/A	3,216,414		N/A	N/A	3,216,414
Cucamonga Valley Water District	14,170,514	14,170,514	N/A	14,170,514		N/A	N/A	14,170,514
City of Fontana	17,025,435	17,025,435	N/A	17,025,435		N/A	N/A	17,025,435
City of Montclair City of Ontario	4,011,734	4,011,734	N/A	4,011,734		N/A	N/A	4,011,734
City of Untario City of Upland	29,653,451 3,915,124	29,653,451 3,915,124	N/A N/A	29,653,451 3,915,124		N/A N/A	N/A N/A	29,653,451 3,915,124
<u> </u>			11/A		-	IV/A	11/A	
Subtotal CCRA Deposits Held by Member Agencies**  **Total reported as of September 2022	\$85,547,318	\$85,547,318		\$85,547,318				\$85,547,318
τοιαι τεροτικά αν ομπεριπιμεί 2022								
CalPERS Deposits								
CERBT Account (OPEB)	\$16,000,000	\$16,000,000	N/A	\$20,051,362		N/A	N/A	\$20,051,362
Subtotal CalPERS Deposits	\$16,000,000	\$16,000,000		\$20,051,362				\$20,051,362
Escrow Deposits								
W. M. Lyles Construction	\$9,108,420	\$9,108,420	N/A	\$9,108,420		N/A	N/A	\$9,108,420
MNR Construction, Inc	497,896	497,896	N/A	497,896		N/A	N/A	497,896
Subtotal Escrow Deposits	\$9,606,316	\$9,606,316		\$9,606,316				\$9,606,316
Total Restricted Deposits  Total Cash, Investments, and Restricted Deposits	\$218,032,539	\$218,032,539	-	\$222,083,901			-	\$222,083,901
as of November 30, 2022	\$464,959,216	\$463,828,788	-	\$467,835,886			-	\$461,268,562
=					=			

#### **Cash and Investment Summary**

Month Ended November 30, 2022

#### Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Negative balance offset by CBB Sweep Balance) CBB Payroll Account	\$1,598,361 -
CBB Workers' Compensation Account	56,896
Subtotal Demand Deposits	\$1,655,257
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	\$2,250
US Bank Pre-Investment Money Market Account	\$550,966
Total Cash and Bank Accounts	\$2,208,473
<u>Unrestricted Investments</u>	
CBB Repurchase (Sweep) Investments Fannie Mae (FNMA)	\$14,492,950
Subtotal CBB Repurchase (Sweep)	\$14,492,950
Local Agency Investment Fund (LAIF)  LAIF Fund	\$22,416,678
Subtotal Local Agency Investment Fund	\$22,416,678
California Asset Management Program (CAMP)	
Short Term	\$92,290,575
Subtotal CAMP	\$92,290,575
Subtotal Agency Managed Investment Accounts	\$129,200,203
Brokered Certificates of Deposit	to 007 000
Brokered Certificates of Deposit	\$2,935,000
Subtotal Brokered Certificates of Deposit	\$2,935,000
Supra-National Agency Bonds Inter-American Development Bank Notes	\$1,669,253
Subtotal Supra-National Agency Bonds	\$1,669,253

#### **Cash and Investment Summary**

Month Ended November 30, 2022

#### **Unrestricted Investments Continued**

Municipal Bonds	
Subtotal State and Local Municipal Bonds	\$2,140,896
Subtotal State and Municipal Bonds	\$2,140,896
Medium Term Notes	
Medium Term Notes	\$14,344,618
Subtotal Medium Term Notes	\$14,344,618
U.S. Treasury Notes	
Treasury Note	\$66,831,320
Subtotal U.S. Treasury Notes	\$66,831,320
U.S. Government Sponsored Entities	
Fannie Mae Bank	\$16,471,146
Freddie Mac Bank	7,938,089
Federal Home Loan Bank	2,012,987
Subtotal U.S. Government Sponsored Entities	\$26,422,221
Subtotal PFM Managed Investment Accounts	\$114,343,308
Subtotal PFM Managed Investment Accounts  Total Investments	\$114,343,308 \$243,543,511
_	
Total Investments  Restricted Deposits  Investment Pool Accounts	\$243,543,511
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves	<b>\$243,543,511</b> \$25,193,739
Total Investments  Restricted Deposits  Investment Pool Accounts	\$243,543,511
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves	<b>\$243,543,511</b> \$25,193,739
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves  LAIF - Self Insurance Fund Reserves	\$243,543,511 \$25,193,739 6,573,509
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves  LAIF - Self Insurance Fund Reserves  Subtotal Investment Pool Accounts	\$243,543,511 \$25,193,739 6,573,509
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves  LAIF - Self Insurance Fund Reserves  Subtotal Investment Pool Accounts  Bond and Note Accounts	\$243,543,511 \$25,193,739 6,573,509 \$31,767,248
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves LAIF - Self Insurance Fund Reserves Subtotal Investment Pool Accounts  Bond and Note Accounts  2017A Debt Service Accounts	\$243,543,511 \$25,193,739 6,573,509 \$31,767,248
Total Investments  Restricted Deposits  Investment Pool Accounts  CAMP - Water Connection Reserves LAIF - Self Insurance Fund Reserves Subtotal Investment Pool Accounts  Bond and Note Accounts  2017A Debt Service Accounts 2020A Debt Service Accounts	\$243,543,511 \$25,193,739 6,573,509 \$31,767,248 \$431 1,094,750

#### **Cash and Investment Summary**

Month Ended November 30, 2022

#### **Restricted Deposits Continued**

2020B Construction Project Accounts	
LAIF Construction Project Accounts	\$44,747,593
CAMP Construction Project Accounts	10,663,578
Subtotal 2020B Construction Project Accounts	\$55,411,171
CCRA Deposits Held by Member Agencies	
City of Chino	\$13,554,646
Cucamonga Valley Water District	14,170,514
City of Fontana	17,025,435
City of Montclair	4,011,734
City of Ontario	29,653,451
City of Chino Hills	3,216,414
City of Upland	3,915,124
Subtotal CCRA Deposits Held by Member Agencies**	\$85,547,318
**Total reported as of September 2022	
CalPERS	
CERBT Account (OPEB)	\$20,051,362
Subtotal CalPERS Accounts	\$20,051,362
Escrow Deposits	
W.M. Lyles Construction	\$9,108,420
MNR Construction, Inc.	497,896
Subtotal Escrow Deposits	\$9,606,316
Total Restricted Deposits	\$222,083,901
Total Cash, Investments, and Restricted Deposits as of November 30, 2022	\$467,835,885
Total Cash, Investments, and Restricted Deposits as of 11/30/2022	\$467,835,885
Less: Total Cash, Investments, and Restricted Deposits as of 10/31/2022	470,429,066
Total Monthly Increase (Decrease)	(\$2,593,181)

#### **Cash and Investment Summary**

Month Ended November 30, 2022

#### **November Purchases**

No.	Date	Transaction		Investment Security	Туре	Par Amount Purchased	Investment Yield to Maturity	
1	11/3/2022	Purchase	US Treasury Notes		US Treasury	\$1,965,000	4.27%	
			Total Purchases			\$ 1,965,000		
November Investment Maturities, Calls & Sales								
No.	Date	Transaction		Investment Security	Type	Par Amount Matured/Sold	Investment Yield to Maturity	
1	11/3/2022	Sale	US Treasury Notes	mivestment occurity	US Treasury	\$2,000,000	2.58%	
			Total Maturities, Ca	ills & Sales		\$ 2,000,000		

### **Cash and Investment Summary**

Month Ended November 30, 2022

Yield

**Amount Invested** 

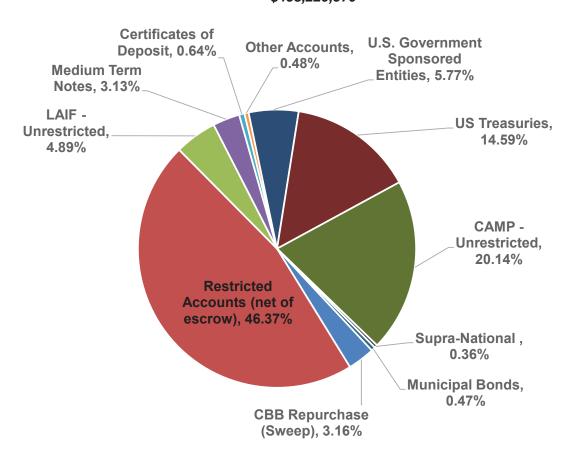
Directed investment category	Amount mvesteu	Tielu
CBB Repurchase (Sweep)	\$14,492,950	0.250%
LAIF - Unrestricted	22,416,678	2.007%
CAMP - Unrestricted	92,290,575	3.900%
Brokered Certificates of Deposit	2,935,000	2.526%
Medium Term Notes	14,344,618	1.881%
Municipal Bonds	2,140,896	0.986%
Supra-National Bonds	1,669,253	0.520%
US Treasury Notes	66,831,320	1.673%
U.S. Government Sponsored Entities	26,422,221	1.015%
Total Investment Portfolio	\$243,543,512	
Investment Portfolio Rate of Return		2.400%
Restricted/Transitory/Other Accounts	Amount Invested	Yield
CCRA Deposits Held by Member Agencies	\$85,547,318	N/A
CalPERS OPEB (CERBT) Account	20,051,362	N/A
CAMP Restricted Water Connection Reserve	25,193,739	3.900%
LAIF Restricted Insurance Reserve	6,573,509	2.007%
US Bank - 2017A Debt Service Accounts	431	0.000%
US Bank - 2020A Refunding Bond Accounts	1,094,750	0.000%
US Bank - 2020B Revenue Note Accounts	18,605,305	3.900%
US Bank - Pre-Investment Money Market Account	550,966	3.330%
LAIF Construction Account	44,747,593	2.007%
CAMP Construction Account	10,663,578	3.900%
Citizens Business Bank - Demand Account	1,598,361	N/A
Citizens Business Bank - Workers' Compensation Account	56,896	N/A
Citizens Business Bank - Payroll Account	0	N/A
Other Accounts*	2,250	N/A
Escrow Account	9,606,316	N/A
Total Restricted/Transitory/Other Accounts	\$224,292,374	0.0700/
Average Yield of Other Accounts		2.953%
Total Agency Directed Deposits	\$467,835,886	

<sup>\*</sup>Petty Cash

**Directed Investment Category** 

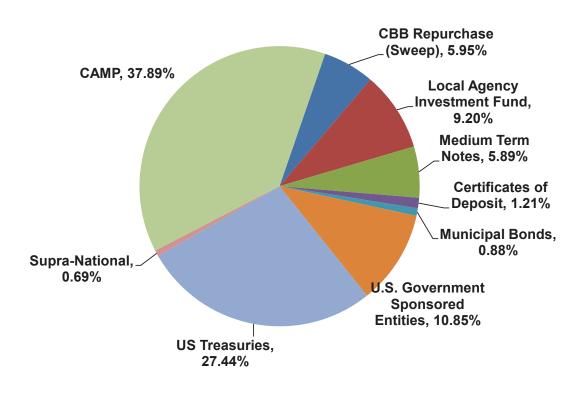
# Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended November 30, 2022
Agency Investment Portfolio (Net of Escrow Accounts)
\$458,229,570



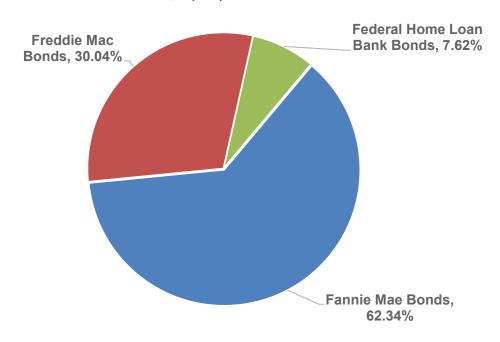
# Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended November 30, 2022 Unrestricted Agency Investment Portfolio \$243,543,512

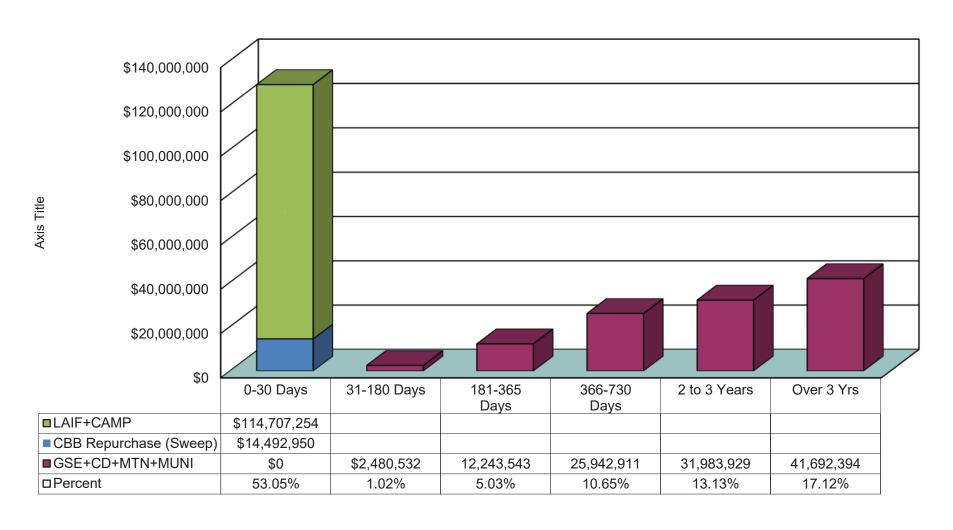


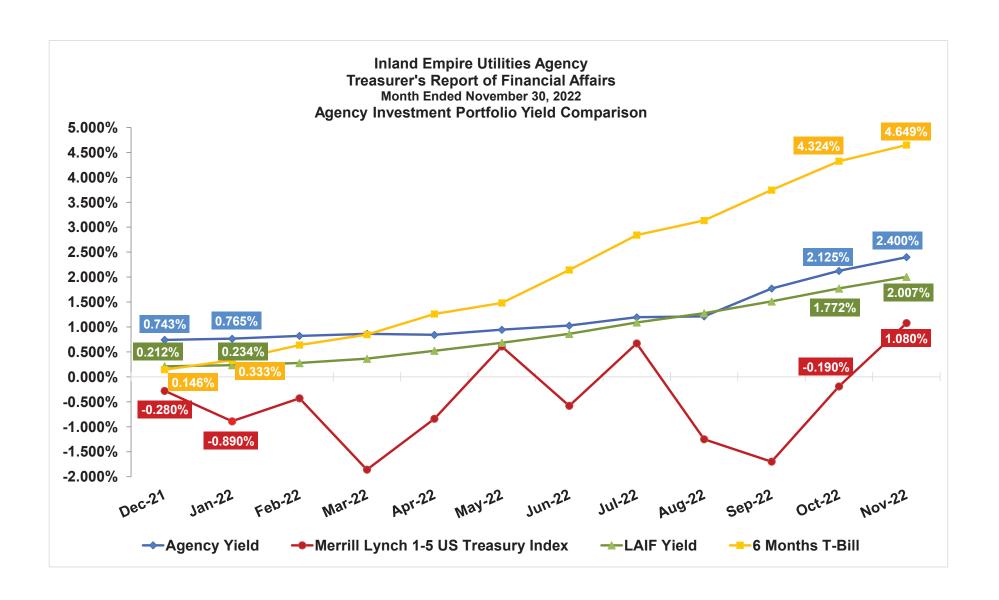
# Inland Empire Utilities Agency Treasurer's Report of Financial Affairs

Month Ended November 30, 2022
U.S. Government Sponsored Entities Portfolio
\$26,422,221



# Inland Empire Utilities Agency Treasurer's Report of Financial Affairs Month Ended November 30, 2022 Agency Investment Portfolio Maturity Distribution (Unrestricted) \$250,117,019





AGENCY REPRESENTATIVES' REPORTS

**5B** 

# The Metropolitan Water District of Southern California



The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

#### **Special Board Meeting - Final**

January 9, 2023

9:00 AM

Monday, January 9, 2023 Meeting Schedule

09:00 a.m. Sp BOD 09:30 a.m. EOT 11:30 a.m. Break 12:00 p.m. OWS

Agendas, live streaming, meeting schedules, and other board materials are available here: https://mwdh2o.legistar.com/Calendar.aspx. A listen only phone line is available at 1-877-853-5257; enter meeting ID: 831 5177 2466. Members of the public may present their comments to the Board or a Committee on matters within their jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference (833) 548-0276 and enter meeting ID: 815 2066 4276.

MWD Headquarters Building - 700 N. Alameda Street - Los Angeles, CA 90012

#### 1. Call to Order

- a. Pledge of Allegiance: Director Linda Ackerman, Municipal Water District of Orange County
- 2. Roll Call
- 3. Determination of a Quorum
- 4. Opportunity for members of the public to address the Board limited to the items listed on agenda. (As required by Gov. Code § 54954.3(a))

\*\* CONSENT CALENDAR ITEMS -- ACTION \*\*

- 5. CONSENT CALENDAR OTHER ITEMS ACTION
  - **A.** Approve Committee Assignments

21-1816

Attachments: 01092023 SP BOD 5A Chair-Elect Memo

\*\* END OF CONSENT CALENDAR ITEMS \*\*

6. FOLLOW-UP ITEMS

NONE

Special Board Meeting January 9, 2023

Page 2

#### 7. FUTURE AGENDA ITEMS

#### 8. ADJOURNMENT

#### NOTE:

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parenthesis at the end of the description of the agenda item e.g. (E&O). Committee agendas may be obtained from the Executive Secretary.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

# The Metropolitan Water District of Southern California



The mission of the Metropolitan Water District of Southern California is to provide its service area with adequate and reliable supplies of high-quality water to meet present and future needs in an environmentally and economically responsible way.

**Board of Directors - Final - Revised 1** 

January 10, 2023

10:00 AM

Tuesday, January 10, 2023 Meeting Schedule

10:00 a.m. BOD 11:30 a.m. Installation of Board Chair Ortega

Agendas, live streaming, meeting schedules, and other board materials are available here: https://mwdh2o.legistar.com/Calendar.aspx. A listen only phone line is available at 1-877-853-5257; enter meeting ID: 831 5177 2466. Members of the public may present their comments to the Board or a Committee on matters within their jurisdiction as listed on the agenda via in-person or teleconference. To participate via teleconference (833) 548-0276 and enter meeting ID: 815 2066 4276.

MWD Headquarters Building - 700 N. Alameda Street - Los Angeles, CA 90012

#### 1. Call to Order

- a. Invocation: Director Arturo Chacon, Central Basin Municipal Water District
- Pledge of Allegiance: Director Robert O. Apodaca, Central Basin Municipal Water District
- 2. Roll Call
- 3. Determination of a Quorum
- 4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))

#### 5. OTHER MATTERS AND REPORTS

A. Report on Directors' Events Attended at Metropolitan's Expense 21-1807

Attachments: 01102023 BOD 5A Report

B. Chair's Monthly Activity Report 21-1808

Attachments: 01102023 BOD 5B Report

January 10, 2023

#### \*\* CONSENT CALENDAR ITEMS -- ACTION \*\*

#### 6. CONSENT CALENDAR OTHER ITEMS - ACTION

**Board of Directors** 

Board of Directors January 10, 2023

Page 3

A. Approval of the Minutes of the One Water (Conservation and Local Resources) Committee held October 25, 2022; Minutes of the Finance and Insurance Committee; Organization, Personnel and Technology Committee; Audit and Ethics Committee; Engineering and Operations Committee; Imported Water Committee; Water Planning and Stewardship Committee; and Special Board Meeting for December 12, 2022; Minutes of the Legal and Claims Committee; Real Property and Asset Management Committee; Communications and Legislation Committee; Special Executive Committee; and Board of the Directors Meeting for December 13, 2022 (Copies have been submitted to each Director, Any additions, corrections, or omissions)

Attachments: 01102023 BOD 6A (Sp BOD 12122022) minutes 01102023 BOD 6A (BOD 12132022) minutes

- **B.** Authorize preparation of Commendatory Resolution honoring Gloria D. Gray for her leadership during her term as Chairwoman of Metropolitan's Board of Directors
- C. Approve Committee Assignments <u>21-1815</u>
- D. Nomination and Election of nonofficer members of the Executive Committee for two-year term effective January 10, 2023

21-1795

#### 7. CONSENT CALENDAR ITEMS - ACTION

7-1 Award a \$14,820,500 contract to Steve P. Rados, Inc. to construct a bypass pipeline at the Wadsworth Pumping Plant as part of the water supply reliability improvements in the Rialto Pipeline service area; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (This action is part of a series of projects that are being undertaken to improve the supply reliability for State Water Project dependent member agencies) (EOT)

<u>Attachments</u>: <u>01102023 EOT 7-1 B-L</u>

01102023 EOT 7-1 Presentation

Board of Directors January 10, 2023

Page 4

7-2 Review and consider Addendum No. 5 to the certified 2017 Programmatic Environmental Impact Report for the Prestressed Concrete Cylinder Pipe Rehabilitation Program; award a \$68,847,000 contract to J.F. Shea Construction, Inc. to rehabilitate Reach 3B of the Second Lower Feeder; and authorize an access and permitting agreement with City of Lomita in an amount not to exceed \$310,000 (EOT)

00 (EO1)

21-1796

21-1797

21-1798

<u>Attachments</u>: 01102023 EOT 7-2 B-L and Attachments 1-5
01102023 EOT 7-2 Attachment 6
01102023 EOT 7-2 Attachment 7
01102023 EOT 7-2 Attachment 8

01102023 EOT 7-2 Presentation

7-3 Review and consider Addendum No. 3 to the certified 2005 Environmental Impact Report; award a \$59,489,720 contract to James W. Fowler Company for construction of the Interstate 215 freeway tunnel crossing for the Perris Valley Pipeline; and authorize agreements with Parsons Environment & Infrastructure Group, Inc. for \$1 million to provide technical support during construction, Mott McDonald Group for \$3.5 million to provide construction management support, and Rincon Consultants, Inc. for \$250,000 to provide specialized environmental support (EOT)

Attachments: 01102023 EOT 7-3 B-L

01102023 EOT 7-3 Presentation

7-4 Authorize an agreement with Arcadis U.S., Inc. in an amount not to exceed \$2 million for preliminary design to rehabilitate the finished water reservoirs at Henry J. Mills and Joseph Jensen Water Treatment Plants; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOT)

Attachments: 01102023 EOT 7-4 B-L

01102023 EOT 7-4 Presentation

**Board of Directors** January 10, 2023

Page 5

7-5 Authorize an agreement with the joint venture of AECOM Technical Services, Inc. and Brown and Caldwell in an amount not to exceed \$25 million for program management services to support the Pure Water Southern California program; and authorize an increase of \$950,000 to an existing agreement with CDM Smith, Inc. for a not-to-exceed total of \$3.7 million to support the program's ongoing process demonstration effort; the General Manager determined that the proposed action is exempt or otherwise not subject to CEQA (EOT)

Attachments: 01102023 EOT 7-5 B-L

01102023 EOT 7-5 Presentation

7-6 Amend the Capital Investment Plan for fiscal years 2022/2023 and 2023/2024 to include the Foothill Feeder Valve Replacement project; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (EOT)

21-1800

21-1799

Attachments: 01102023 EOT 7-6 B-L

01102023 EOT 7-6 Presentation

7-7 Authorize an agreement with SpearMC Management Consulting, Inc. in an amount not-to-exceed \$1,300,000 for the implementation of the following PeopleSoft Modules from the Oracle Cloud Human Capital Management Software Application Suite: Time & Labor and Absence Management for Payroll and Timekeeping System Improvements, including Maximo interface; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOT)

21-1803

Attachments: 01102023 EOT 7-7 B-L

01102023 EOT 7-7 Presentation

7-8 Authorize an agreement with Digital Scepter Corporation in an amount not to exceed \$1,469,000 for procurement of equipment to replace network switches at Metropolitan's Headquarters Building at Union Station; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (EOT)

21-1804

Attachments: 01102023 EOT 7-8 B-L

01102023 EOT 7-8 Presentation

Board of Directors January 10, 2023

Page 6

7-9 Authorize the General Manager to grant a permanent easement to Southern California Edison for the purpose of installing, operating and maintaining electrical equipment on Metropolitan property in Riverside County; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA (FAIRP)

**21-1819** 

Attachments: 01102023 BOD 7-9 B-L

01102023 BOD 7-9 Presentation

7-10 Authorize an agreement with Upper San Gabriel Valley Municipal Water District and the city of South Pasadena for a Stormwater for Direct Use Pilot Program; the General Manager has determined that the proposed actions are exempt or otherwise not subject to CEQA (OWS)

21-1858

<u>Attachments</u>: <u>01102023 OWS 7-10 B-L</u>

01102023 OWS 7-10 Presentation

7-11 Authorize the General Manager to: (1) secure one-year water transfers with various water districts for up \$100 million from Water Supply Program and State Water Project Budget for such transfers; (2) secure storage and conveyance agreements with the Department of Water Resources and various water districts to facilitate these transfers; (3) grant final decision-making authority to the General Manager subject to the terms set forth in this letter; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. [SUBJECT REVISED 1/4/2023] (OWS)

21-1870

Attachments: 01102023 OWS 7-11 B-L

01102023 OWS 7-11 Presentation

#### \*\* END OF CONSENT CALENDAR ITEMS \*\*

#### 8. OTHER BOARD ITEMS - ACTION

8-1 Approve employment contract for the new General Auditor; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA

#### 9. BOARD INFORMATION ITEMS

Board of Directors January 10, 2023

Page 7

**9-1** Report on Conservation <u>21-1817</u>

Attachments: 01102023 BOD 9-1 Report

**9-2** Communications and Legislation Committee Report. <u>21-1818</u> [WITHDRAWN 1/5/23]

10. FOLLOW-UP ITEMS

10-1 Discuss and Approve Compensation Recommendation for the 21-1872

**Ethics Officer** 

Attachments: 01102023 BOD 10 -1 Presentation

11. OTHER MATTERS

**11-1** Administer Oath of Office for Board Chair Adan Ortega, Jr. for a two-year term beginning January 1, 2023

#### 12. FUTURE AGENDA ITEMS

#### 13. ADJOURNMENT

#### NOTE:

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parenthesis at the end of the description of the agenda item e.g. (E&O). Committee agendas may be obtained from the Executive Secretary.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

AGENCY REPRESENTATIVES' REPORTS

5E

# REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS CHINO BASIN DESALTER AUTHORITY

# January 5, 2023 • 2:00 p.m. NOTICE AND AGENDA

All documents available for public review are on file with the Authority's Secretary located at 3550 E. Philadelphia Street, Suite 170, Ontario, CA 91761

According to the directives from the California Department of Public Health and Executive Order N-08-21 issued by Governor Gavin Newsom, members of the public are invited to participate via video or teleconference

To join teleconference:

Dial-in #: (669) 900 6833 Zoom Meeting ID: 813 5205 9101 Passcode: 380557

To join video conference:

Click on link: Join Zoom Meeting

Or copy URL: <a href="https://us02web.zoom.us/j/81352059101?pwd=M01uOEVteVBCTnVyZ0tKVUxrb1hHdz09">https://us02web.zoom.us/j/81352059101?pwd=M01uOEVteVBCTnVyZ0tKVUxrb1hHdz09</a>
Or go to <a href="https://zoom.us/">https://zoom.us/</a> Zoom Meeting ID: 813 5205 9101 Passcode: 380557

#### **CALL TO ORDER**

#### **ROLL CALL**

#### **PUBLIC COMMENT**

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Chino Basin Desalter Authority; 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.

Under the provisions of the Brown Act, the CDA Board is prohibited from taking action on non-agendized matters. However, Board Members may respond briefly or refer the communication to staff. The CDA Board may also request the Secretary to calendar an item related to your communication at a future CDA Board meeting.

#### 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.

#### **CONSENT CALENDAR ITEMS**

Consent Calendar items are expected to be routine and non-controversial to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be moved to the first item on the Action Items

- 1. MINUTES OF DECEMBER 1, 2022 SPECIAL BOARD MEETING
- 2. RESOLUTION 2023-01 PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY EXECUTIVE ORDERS N-25-20, N-29-20 AND N-35-20, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR A THIRTY (30) DAY PERIOD PURSUANT TO BROWN ACT PROVISIONS

#### Staff Recommendation:

1. Approve Resolution 2023-01, proclaiming a local emergency, ratifying the proclamation of a state of emergency by Executive Orders N-25-20, N-29-20 and N-35-20, and authorizing remote teleconference meetings for a thirty (30) day period pursuant to Brown Act provisions

#### 3. TREASURER'S FINANCIAL AFFAIRS REPORT

Report by: Jose Garcia, CDA Principal Accountant

#### 4. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

Report by: Jose Garcia, CDA Principal Accountant

#### 5. BUDGET VARIANCE REVIEW FOR THE QUARTER ENDED SEPTEMBER 30, 2022

Report by: Jose Garcia, CDA Principal Accountant

#### 6. INVESTMENT REPORT

Report by: Jose Garcia, CDA Principal Accountant

#### **ACTION ITEMS**

Prior to action of the CDA Board, any member of the public will have the opportunity to address the CDA Board on any item listed on the agenda.

#### 7. APPROVAL OF ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR 2021/22

Report By: Jose Garcia, CDA Principal Accountant

#### Staff Recommendation:

- 1. Approve the Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ended June 30, 2022; and
- 2. Direct staff to make distribution, as appropriate, to the various federal, state and local agencies, financial institutions, bond rating agencies and other interested parties.

#### 8. CONSTRUCTION CONTRACT AWARD FOR WELL II-1 IMPROVEMENTS PROJECT

Report by: Thomas O'Neill, CDA General Manager/CEO

#### Staff Recommendation:

- 1. Approve the contract award to Ferreira Coastal Construction Company for Well II-1 Improvement Project in the not-to-exceed amount of \$431,000; and
- 2. Authorize the General Manager/CEO to execute the contract and approve authorized expenditures up to a not-to-exceed total of \$474,100; and
- 3. Approve the transfer of funds in the amount of \$240,702.00 to Well II-1 Improvements Project from Chino I End User Valve Replacement Project in the amount of \$85,702.00 and CII NRV Vessel #4 Repairs Project in the amount of \$155,000.00.

#### **INFORMATION ITEMS**

#### 9. QUARTERLY OPERATIONS REPORT

Report By: Thomas O'Neill, CDA General Manager/CEO

# 10. REQUIREMENTS AND PROCEDURES FOR LOCAL LEGISLATIVE BODIES TO HOLD REMOTE PUBLIC MEETING FOR CALENDAR YEAR 2023.

Report By: Allison Burns, CDA Deputy General Counsel

#### **STAFF COMMENTS**

- i. Deputy CDA General Counsel, Allison Burns
- ii. CDA CFO/Treasurer, Michael Chung
- iii. CDA General Manager/CEO, Thomas O'Neill

#### **CLOSED SESSION**

The Authority may adjourn to a Closed Session to consider litigation matters, personnel matters, or other matters as provided for in the Ralph M. Brown Act (Section 54950 et seg., of the Government Code).

11. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: CONSIDERATION OF INITIATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4)

(ONE POTENTIAL CASE)

12. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)

(ONE POTENTIAL CASE)

#### **DIRECTOR COMMENTS**

**ADJOURN** 

#### Declaration of Posting

Any person with a disability who requires accommodations in order to participate in this meeting or for package materials in an alternative format should telephone Executive Assistant Casey Costa at (909) 218-3730, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation. All accommodation requests will be handled swiftly and resolving all doubts in favor of access Copies of records provided to Board Members which relate to any agenda item to be discussed in open session may be obtained from Chino Basin Desalter Authority at 3550 Philadelphia Street, Suite 170, Ontario, CA 91761.

I, Casey Costa, Executive Assistant to the Chino Basin Desalter Authority, hereby certify that a copy of this agenda has been posted by 2:00 p.m. at the Chino Basin Desalter Authority's main office, 3550 Philadelphia Street, Suite 170, Ontario, CA on December 30, 2022.

Casey Costa, Executive Assistant

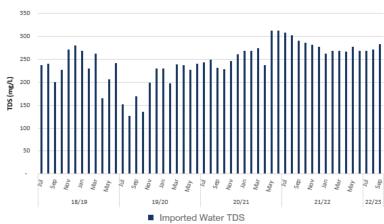
### GENERAL MANAGER'S REPORT

#### **Imported Water**





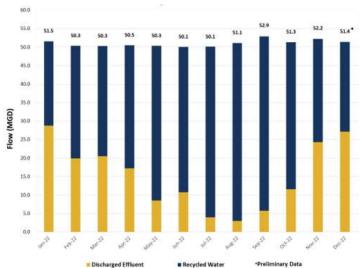


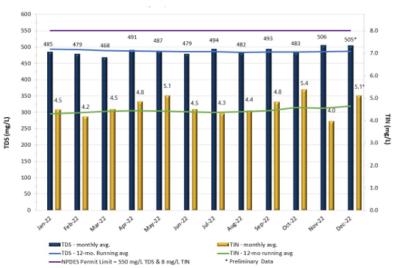


#### **Recycled Water**

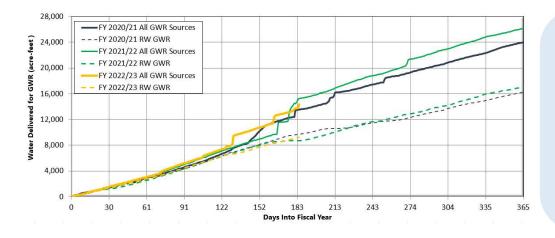
#### **Recycled Water Use**







#### **Groundwater Recharge**



#### **DECEMBER 2022 NOTES:**

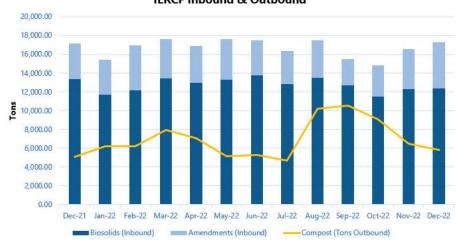
- Total stormwater and dry weather flow recharged is preliminarily estimated at 2,081 acre-feet.
- Recycled water delivered for recharge totaled 1,481 acre-feet.
- Imported water recharge did not occur.
- Chino Basin Watermaster will remove 1.5% for evaporation losses from delivered supplemental water sources (imported water and recycled water).
- Considering evaporation losses, total recharge is preliminarily estimated at 3,540 acre-feet.

#### **Human Resources Pulse of the Organization** Staffing Levels 312 16 Regular, Full-Time Limited Term Interns ■ Filled In Recruitment Pending Recruitment Ethnicity Gender ■ American Indian/Alaskan Asian or Pacific Islander 61, 19% ■ Black 111, 34% Hispanic ■ Male ■ Native Hawaiian 216, 66% 114, 35% Undeclared ■ White

#### **Engineering & Construction Management FY 2022/23 Budget Status Update** \$240 \$210 \$180 \$150 \$60 \$30 FY23 Budget Projected FY23 FY23 Budget Projected FY23 Expenditures Without RP-5 Expansion Without RP-5 Expenditures Administration Services ■ Non Reclaimable Wastewater Regional Wastewater Capital Improvements Regional Wastewater Operations and Maintenance Recharge Water Recycled Water

#### **Biosolids/Compost**

#### **IERCF Inbound & Outbound**



#### **Grants**

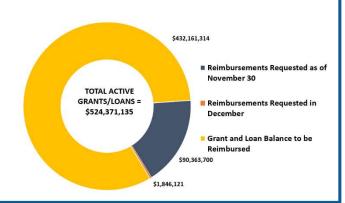
#### **Grant Agreements and Applications**

#### **FUNDING INVOICES SUBMITTED**

\$1.8M

State Water Resources Control Board - Clean Water State Revolving Funding Program - Storm Water Management Facilities: Wineville, Jurupa, and RP-3 Basin Improvements

#### **Financial Update**



#### COVID-19 Response:

Management team and key staff members continue to meet when necessary to discuss Agency impacts from COVID-19.



**Bid & Award Look Ahead Schedule Active Capital Improvement Project Status Emergency Projects** 

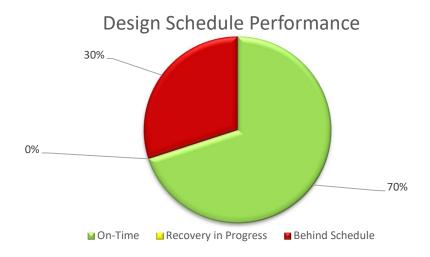
#### **Agency Highlights**

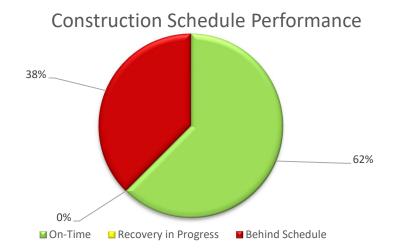
- \* Re-elected Board members Steve Elie, Jasmin A. Hall, and Paul Hofer were sworn in as Directors to the Inland Empire Utilities Agency's (IEUA/Agency) Board.
- \* On December 9, 2022, Training Coordinator Victor Rodriguez, and Human Resources Specialist Daniel Zerda, presented at the San Bernardino County Superintendent of School's Regional Educational Leadership Academy on career opportunities in the water industry.
- \* On December 12, the RP-4 Process Improvements Project received the outstanding Environmental Engineering Project award from the American Society of Civil Engineers (ASCE) Inland Empire Branch. Director of Engineering Jerry Burke and Senior Engineer James Spears accepted the award on behalf of the Agency.
- \* On December 13, the Maintenance Unit celebrated 16 months without an injury. This safety record is a result of dedicated and personal commitment from each of our employees, from personal safety, the safety of our peers, to the equipment we work with. Congratulations **Maintenance Unit for this accomplishment!**
- \* On December 20, a film crew came onsite to film a documentary to discuss water supply challenges in California and highlighting IEUA's efforts in securing and increasing local supplies to fulfill our mission of providing a high-quality, reliable water supply to the region. The final documentary is expected to air in April and will feature General Manager Shivaji Deshmukh, Manager of Facilities & Water System Programs Lucia Diaz, and Manager of Operations Scott Lening, with a special appearance from MWD General Manager, Adel Hagekhalil.
- \* On December 21, the Agency held its annual Employee Appreciation End of the Year Celebration. Thank you to the planning committee and everyone who attended the event!

### Bid and Award Look Ahead Schedule

	Bid and Award Look Ahead Schedule		
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Feb-23		
1	EN17006.00 CCWRF Asset Management and Improvements	1/4/2023	2/15/2023
2	EN23111.00 RP-1 Headworks Bar Screens Improvements	12/20/2022	2/15/2023
3	EN13016.05 SCADA Enterprise System - (Regional Water Recycling Plant No. 1)	1/4/2023	2/15/2023
	Mar-23		
4	RW15003.03 Montclair Basin Improvements	1/16/2023	3/15/2023
5	EN17042.00 Digester 6 and 7 Roof Repairs	2/1/2023	3/15/2023
	Apr-23		
6	AM23001.00/ AM23002.00 Old VFD Replacement (Wastewater)/(Recycled Water	2/13/2023	4/19/2023
7	EN23124.00 1630 East Pump Station VFD Installation	2/9/2023	4/19/2023
	Jun-23		
8	EN21053.00 RP-1 Filter Effluent Structure #2	5/3/2023	6/21/2023
9	EN23121.00 1299 Reservoir Paint/Coating Repairs and Upgrades	4/19/2023	6/21/2023
	Jul-23		
10	EN23123.00 RP-4 Outfall Valve Replacement and Blow off Upgrades	5/24/2023	7/19/2023
	Sep-23		
11	EN22022.00 RP-1 Air Compressor Upgrades	7/27/2023	9/20/2023
	Oct-23		
12	EN21041.00 RP-4 Chlorine Contact Basin Cover Repair & RW Wet Well Passive Overflow Line	8/15/2023	10/18/2023
13	EN21045.00 Montclair Force Main Improvements	8/11/2023	10/18/2023
15	EN23113.00 RW/GRW Safety Work Improvements for Basin Gate Actuator Access	9/6/2023	10/18/2023
17	PA22003.01 Agency Wide Paving at RP-1 Dump Station	7/30/2023	10/18/2023
	Nov-23		
18	EN23003.00 Central Plant Cooling Tower Replacement	9/9/2023	11/15/2023
19	EN23038.00 CWRF HVAC System Upgrade	9/22/2023	11/15/2023
20	EN23088.02 RP-1 Primary Clarifier #1 and #10 Assessment	9/26/2023	11/15/2023

## Active Capital Improvement Project Status





	Agency-Wide										
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan				
1	AM23001.00	Old VFD Replacement (Wastewater)	3,644	1,350,000	On-Time	Project Evaluation					
2	AM23002.00	Old VFD Replacement (Recycled Water)	4,133	1,350,000	On-Time	Project Evaluation					
3	EN21020.00	Oracle P6 Migration and Web Hosting Services	1,271	325,000	Behind Schedule	Consultant Contract Award	The Request for Proposal was placed on Planet Bids on December 12, 2022, with a deadline of February 2, 2023. The project will be rebaselined once the consultant contract is awarded.				
4	EN20034.03	RP5 Solids Handling Future Uses Evaluation	372,637	-	On-Time	Consultant Contract Award					
5	EN23043.00	HQ/Lab New Potable Water Connection	-	-	Behind Schedule	Bid & Award	Potholing complete 12/12/22, met with plumbing contractor on 12/21/22 to review potholing findings, received quote on 12/22/22. Coordinating for a one-day installation on a Friday in February 2023.				
6	EN19024.00	Regional System Asset Management (Assessment Only)	3,409,274	3,919,419	On-Time	Pre-Design					
7	EN22040.00	NFPA 70E Arc Flash Labels	142,329	210,000	On-Time	Pre-Design					
8	EN19051.00	RW Hydraulic Modeling	122,457	617,534	On-Time	Pre-Design					
9	EN20038.00	Agency Wide Pavement Management Study	207,513	340,000	On-Time	Design					
10	PA22003.01	Agency Wide Paving at RP-1 Dump Station	3,417	-	On-Time	Design					
11	FM21005.01	Structural Agency Wide Roofing Phase III	1,188,367	-	On-Time	Construction					
12	EN19030.00	WC Asset Management	90,103	1,087,510	On-Time	Construction					
13	FM22005.00	Agency Wide HVAC Replacement	181,981	877,306	On-Time	Project Acceptance					
14	EN22024.00	AM Cleaning Services	7,429	15,000,000	N/A	N/A					
15	EN19023.00	Asset Management Planning Document	913,921	1,196,146	N/A	N/A					
16	EN19023.01	RO Assessment Project	81,089	-	N/A	N/A					
17	EN22005.00	RO Asset Management	50,494	6,450,000	N/A	N/A					
18	EN23077.00	NRW Assessment Projects	-	50,000	N/A	N/A					

	Agency-Wide (Cont.)											
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
19	EN23078.00	GWR Assessment Projects	-	50,000	N/A	N/A						
20	EN23079.00	GG Assessment Projects	-	50,000	N/A	N/A						
21	EN22006.00	RC Asset Management	-	51,150,000	N/A	N/A						
22	EN22009.00	WC Asset Management Project	-	54,100,000	N/A	N/A						
23	EN22010.00	GG Asset Management Project	-	6,400,000	N/A	N/A						
24	EN22008.00	GWR Asset Management Project	18,896	4,500,000	N/A	N/A						
25	EN23025.00	Agency Power Monitoring		-	N/A	Not Started						
26	EN23099.00	CIPO Enhancements	-	-	N/A	Not Started						
27	EN22045.00	New Regional Project PDR's		2,500,000	N/A	Not Started						
28	EN23021.00	Agency Wide Infiltration and Inflow Study	·	600,000	N/A	Not Started						
29	EN23034.00	Agency Wide EV Charging Stations	609	1,100,000	N/A	Not Started						
30	EN23085.00	New Regional Project PDR's FY22/23	-	-	N/A	Not Started						
31	EN23087.00	New Recycled Water Project PDR's FY 22/23	-	-	N/A	Not Started						
32	EN23088.00	RO On-Call/Small Projects FY 22/23	9,349	500,000	N/A	Not Started						
33	EN23089.00	RO Safety On-Call/Small Projects FY 22/23	-	-	N/A	Not Started						
34	EN23090.00	WC On-Call/Small Projects FY 22/23	2,346	-	N/A	Not Started						
		Sub Total	6,811,260	153,722,915								
	Carbon Canyon											
			Total		Carryon							
No.	Project ID	Project Title	Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
35	EN23004.00	CCWRF Aeration Basins 1-6 Drain Valve Replacements	14,658	1,500,000	On-Time	Project Evaluation						
36	EN23005.00	CCWRF Filter Effluent Sodium Hypochlorite Modification	10,975	105,000	On-Time	Project Evaluation						
37	EN23038.00	CWRF HVAC System Upgrade	11,577	50,000	On-Time	Project Evaluation						
38	EN23035.00	CCWRF RAS Header Replacement	11,658	285,000	On-Time	Consultant						
	51122274.00	COMPANIE AND	12.240	500.000	0.7	Contract Award						
39	EN23074.00	CCWRF Influent Box Rehab at the Primary Clarifiers	12,249	600,000	On-Time	Consultant Contract Award						
40	EN17006.00	CCWRF Asset Management and Improvements	4,409,281	30,007,050	Behind Schedule	Bid & Award	The project is currently out to bid with the bid opening scheduled for 01/19/23. The construction award date is expected to be February 2023. The project will be rebaselined at the start of construction.					
41	EN17006.01	CCWRF 12kV Backup Generator Control Circuit Improvements	57,203	-	Behind Schedule	Construction	Due to supply and demand issues, new electrical and instrumentation components for the project have extended lead time than initially planned. IEUA staff is working with Contractor to mitigate extended delays, but the project completion is pushed to June 2023.					
		Sub Total	4,527,601	32,547,050								
			Chino	Desalter <i>i</i>	Authority	(CDA)						
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
42		None to report currently.	0	0								
		Sub Total	-	-								
	1	1		l	1		I .					

	Collections/NRWS											
No.	Project ID	ject ID Project Title		Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan			
43	EN21058.00	Regional Sewer-Hydraulic Modeling	92,958	100,000	On-Time	Pre-Design						
44	EN20064.00	NSNT Sewer Siphon Replacement	945,480	3,112,147	Behind Schedule	Bid & Award	Due to the current market, the engineer's estimate is now over \$2M. A Request for Qualifications was sent out to pre-qualify contractors and four contractors have been prequalified. The projected is currently being advertised and will be awarded in January. The project will be re-baselined at construction contract award.					
45	EN23015.00	Collection System Upgrades FY 22/23	19,169	500,000	On-Time	Bid & Award						
46	EN23014.00	NRWS Manhole Upgrades FY 22/23	14,818	200,000	On-Time	Bid & Award						
47	EN19025.00	Regional Force Main Improvements	1,771,755	4,800,000	Behind Schedule	Construction	All Traffic Control Plans have been approved by San Bernardino County, City of Rancho Cucamonga, and City of Ontario. The contractor is scheduled to start the first week of January. The project will be rebaselined once the contractor has mobilized.					
48	EN19028.00	NRW Manhole and Pipeline Condition Assessment	814,783	1,256,000	On-Time	Construction						
49	EN22059.00	Prado Basin Assets Retrofit-NRWS	142,639	150,000	On-Time	Project Acceptance						
50	EN23075.00	NRWS On Call O&M Projects FY22/23	-	-	N/A	Not Started						
51	EN23086.00	New NRW Projects PDR's FY 22/23	-	-	N/A	Not Started						
		Sub Total	3,801,602	10,118,147								
			Gr	oundwat	er Rechai	rge						
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
52	EN23113.00	RW/GRW Safety Work Improvements for Basin Gate Actuator Access	14,680	1,020,000	On-Time	Design						
53	EN23040.00	Turner Basin 1 Turnout Fencing	-	-	On-Time	Bid & Award						
54	EN23090.01	Turner Basin 1 Turnout Modifications	3,088	-	On-Time	Bid & Award						
55	EN21051.00	Ely Monitoring Well	201,474	284,999	On-Time	Construction						
56	RW15003.03	Montclair Basin Improvements (RMPU PID 2)	379,255	-	Behind Schedule	Design	The project's bid/award phase is delayed due to the pending permit document from California Department of Fish and Wildlife. The project will be rebaselined at the start of construction.					
57	RW15003.05	RP-3 Basin Improvements (RMPU PID 21)	2,127,501	-	Behind Schedule	Construction	Due to added scope to address multiple unforeseen field conditions, the project completion is planned for Dec. 31, 2022.					
58	RW15003.06	Wineville/Jurupa/Force Main Improvements (RMPU PID 23a)	12,485,320	-	Behind Schedule	Construction	Due to unforeseen field conditions, additional work with the contractor is extending the project completion to the end August 2023.					
59	EN21057.00	Recharge Basin Clean-up of Illegally Dumped Materials	67,453	247,919	Behind Schedule	Construction	The project schedule will be re-baselined when all project components are in construction. Currently, the project is addressing two pending permits before construction. The goal is finishing the entire project before the grant end date of 6/30/2023.					
	1						project before the grant end date of 0/50/2025.					

On-Time

N/A

N/A

N/A

N/A

56,100

900,000

300,000

2,809,018

Construction

Not Started

Not Started

Not Started

Not Started

1,021

117

15,279,910

Sub Total

EN23041.00

EN23067.00

EN22049.00

EN22050.00

EN22051.00

61

62

63

64

Ely Monitoring Well Capital Project

GWR-RW OIT Upgrades

GWR Basin PLC Upgrades

Jurupa Basin VFD Upgrades

Hickory Basin Replacement Monitoring Well

	Headquarters											
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
65	EN23003.00	Central Plant Cooling Tower Replacement	13,845	2,400,000	On-Time	Project Evaluation						
66	EN23039.00	Lab Rooms Temperature Variation	362	240,000	N/A	Project Evaluation						
67	FM20001.00	HQ Interior Replacements	134,332	320,000	N/A	Project Evaluation						
	·*	Sub Total	148,539	2,960,000		*						
	Lift Stations											
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
68	EN23036.00	San Bernardino Ave Lift Station Reliability Improvements	17,462	2,000,000	On-Time	Project Evaluation						
69	EN22020.00	Philadelphia Lift Station Pump Upgrades	233,630	2,500,000	On-Time	Pre-Design						
70	EN23002.00	Philadelphia Lift Station Force Main Improvements	1,540,376	20,977,940	Behind Schedule	Design	The delays to the schedule are attributed to addressing the City of Ontario's future utilities requirements. The project will be rebaselined at construction contract award.					
71	FM21005.02	Prado Dechlor Roofing Assessment	33,773	-	Behind Schedule	Design	There is a need to update the prequalification list of roofing contractors. A prequalification package is out on PlanteBids. No recovery is planned since schedule has been modified to facilitate Stakeholder's direction.					
72	EN000000066	Preserve Lift Station Improvements	217,313	-	Behind Schedule	Bid & Award	Bids have been opened and the project will be awarded for construction once approval is received from the City of Chino. Schedule recovery is not possible; the project will be rebaselined upon construction contract award.					
73	EN22054.03	Montclair Lift Station Gate	9,443		On-Time	Construction						
74	EN22048.00	PLS Generator Control Panel Retrofit/Modernization	18,535	110,000	On-Time	Project Acceptance						
75	EN22057.00	Prado Basin Assets Retrofit-SEWER	49,994	50,000	On-Time	Project Acceptance						
76	EN22037.00	Prado De-Chlorination Station Inundation Protection	199,279	380,000	On-Time	Project Acceptance						
77	EN23066.00	Preserve Lift Station Improvements	-	-	N/A	Not Started						
		Sub Total	2,319,806	26,017,940								
		Regi	ional Wat	er Recycli	ing Plant I	No. 1 (RP	-1)					
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan					
78	EN23114.00	RP-1 Instrumentation and Control Enhancement	8,700	100,000	On-Time	Project Evaluation						
79	EN23000.00	RP-1 Device Net Replacement	11,583	4,100,000	Behind Schedule	Consultant Contract Award	The Request for Proposal process was delayed to include all stakeholders' comments. The recommendation of award for design services is going to the February Board meeting. The project will be rebaselined upon design services contract award.					
80	EN23024.00	RP-1 TP-1 Stormwater Drainage Upgrades	6,878	1,300,000	Behind Schedule	Consultant Contract Award	Delay is attributed to negotiation of fee proposal. As of 12/20/22, the revised fee proposal as submitted by the Consultant was accepted. Task Order is requested. Kick-off mtg is planned for January 2023					
81	EN24020.00	RP-1 Dewatering Centrate Pumps	59,855	820,000	On-Time	Consultant Contract Award						
82	EN22022.00	RP-1 Air Compressor Upgrades	148,347	4,126,316	Behind Schedule	Pre-Design	The consultant is currently addressing IEUA Stakeholder comments for the Preliminary Design Report (PDR). Additionally, the consultant submitted an amendment that is currently being reviewed. The project will be rebaselined after the PDR is finalized and approved and a project charter will be added to the timeline. The schedule recovery will not be possible.					

		Regiona	l Water R	ecycling I	Plant No.	1 (RP-1) (	(Cont.)
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
83	EN22031.00	RP-1 Intermediate Pump Station Electrical improvements	316,995	9,237,147	Behind Schedule	Pre-Design	Project Charter should be finalized January 2023, project scope was being evaluated and adjusted to better align with budget and other planned future projects.
84	EN22027.00	RP-1 Repurpose Lab	126,730	1,847,400	On-Time	Design	
85	EN23102.00	RP-1 New Parking Lot	1,886	1,200,000	On-Time	Design	
86	EN20051.00	RP-1 MCB and Old Lab Building Rehab	212,461	2,546,161	On-Time	Design	
87	EN21053.00	RP-1 Filter Effluent Structure #2	225,289	2,450,050	On-Time	Design	
88	EN21056.00	RP-1 Evaporative Cooling for Aeration Blower Building	140,178	1,085,840	Behind Schedule	Design	Project was delayed during the preliminary design phase to incorporate a life cycle cost analysis for cooling system alternatives for a decision based on design. After IEUA approved the PDR and 60% design, the Project was delayed again during the 60% design phase to evaluate alternative into for the placement of the cooling units to mitigate space constraints and optimize accessibility. Currently working with Design Consultant to revise the 60% Design. Schedule recovery will not be possible.
89	EN22044.00	RP-1 Thickening Building & Acid Phase Digester	3,492,185	123,324,034	Behind Schedule	Design	Delays in design have occurred due to Agency-directed evaluations of alternatives to refine the project and Agency requested changes to the design through amendments. Recovery is not feasible, and design is expected to be completed in late 2023.
90	EN13016.05	SCADA Enterprise System - (Regional Water Recycling Plant No. 1)	4,249,045	-	Behind Schedule	Bid & Award	The project is behind schedule because the RP-4 SCADA migration was re-sequenced and completed before RP-1. The project will be re-baselined once the construction contract is awarded for RP-1. The project is being expedited as much as possible; schedule recovery is not possible.
91	EN22041.00	RP-1 Aeration Basins Utility Water System Improvement	150,817	2,090,941	Behind Schedule	Bid & Award	The schedule is delayed due to a missed deliverable date by the consultant which pushed the construction board award date back one month. Recovery is not possible
92	EN22021.00	RP-1 Digester Area Utility Water (UW) Line Replacement	7,794	100,000	Behind Schedule	Bid & Award	The project is currently out to bid with the bid opening scheduled for January 6th. The construction award date is expected to be Jan. 2023. The project will be rebaselined at the start of construction.
93	EN13016.06	RP-1 TP Building Water Piping Upgrades	80	-	On-Time	Bid & Award	
94	EN23111.00	RP-1 Headworks Bar Screens Improvements	55,846	3,900,000	On-Time	Bid & Award	
95	EN11039.00	RP-1 Disinfection Pump Improvements	2,814,803	12,997,043	On-Time	Construction	
96	EN17042.00	Digester 6 and 7 Roof Repairs	5,742,015	9,052,843	Behind Schedule	Construction	Digester 7's condition assessment and predesign effort were delayed waiting for Digester 6 to be put back in full operation. Digester 6 delayed the project due to issues with the coating subcontractor and multiple operational constraints. Digester 7's final design is currently in progress including added scope for sludge circulation pump installation and Digester 6 roof coating improvement. Schedule recovery is not possible. The project will rebaselined after construction contract award.
97	EN18006.00	RP-1 Flare Improvements	7,792,965	9,200,000	Behind Schedule	Construction	Due to conflict with numerous underground utilities, part of the original design such as equipment foundations and mechanical gas piping could not be constructed. Also flare control panels and PLC upgrades were initiated by IEUA. Redesign of multiple systems resulted in schedule delays, change orders and overhead cost claimed by the contractor. The project completion is now anticipated in May 2023. The project extension has been prepared. Schedule recovery is not possible.
98	EN21042.00	RP-1 East Influent Gate Replacement	174,941	666,117	On-Time	Construction	
99	EN22034.00	RP1/RP4 Generator Control Panel Retrofit/Modernization	28,778	240,000	Behind Schedule	Construction	After extending the bid phase to onboard a contractor and equipment lead times, the construction is now expected to begin in January 2023 and end in March 2023.
100	EN17082.01	RP-1 Clarifier Level Sensor Signal Cable	2,024	-	On-Time	Project Acceptance	
101	EN23022.00	RP-1 Solids Sludge Recirc Pump Upgrades	-	-	N/A	Not Started	
102	EN22030.00	Replace Anoxic Mixers with More Energy Efficient System	-	-	N/A	Not Started	
103	EN23020.00	RP-1 Solids Heat Exchanger Replacements & Upgrades	-	-	N/A	Not Started	
104	EN23076.00	RP-1 Centrate Line Improvements	-	-	N/A	Not Started	
105	EN19009.00	RP-1 Energy Recovery	408	4,325,000	N/A	Not Started	
106	EN23116.00	RP-1 Solids Electrical Panel Upgrades	-	1,875,000	N/A	Not Started	
107	EN23117.00	RP-1 Motor Control Center 9M Upgrades	-	1,050,000	N/A	Not Started	
		Sub Total	25,770,601	197,633,892			

		Regi	ional Wat	er Recycli	ng Plant N	No. 4 (RP	-4)
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
108	EN20057.00	RP-4 Process Improvements Phase II	46,453	8,300,000	On-Time	Consultant Contract Award	
109	EN23123.00	RP-4 Outfall Valve Replacement and Blow off Upgrades	25,126	1,700,000	On-Time	Design	
110	EN21041.00	RP-4 Chlorine Contact Basin Cover Repair & RW Wet Well Passive Overflow Line	277,844	4,844,690	On-Time	Design	
111	EN23115.00	RP-4 Headworks Utility Water Addition	7,063	175,000	On-Time	Design	
112	EN23090.02	RW Improvements (Valves, Blow Offs)	3,294	-	On-Time	Bid & Award	
113	EN22039.00	RP-4 SCADA Performance Improvement	2,711	1,012,000	N/A	Not Started	
		Sub Total	362,490	16,031,690			
		Regi	ional Wat	er Recycli	ng Plant N	No. 5 (RP	-5)
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
114	EN19001.00	RP-5 Expansion to 30 mgd	108,828,771	245,000,000	On-Time	Construction	
115	EN19006.00	RP-5 Biosolids Facility	124,679,576	205,000,000	On-Time	Construction	
		Sub Total	233,508,347	450,000,000			
				Recycled	Water		
No.	Project ID	Project Title	Total Expenditures thru 12/21 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
116	EN23119.00	RW SCADA Migration	9,524	4,630,000	On-Time	Project Evaluation	
117	EN15002.00	1158 Reservoir Site Cleanup	343,137	1,215,000	On-Time	Project Evaluation	
118	EN23037.00	Etiwanda Interceptor Grade-Breadk RW Relocation	1,800	4,300,000	Behind Schedule	Consultant Contract Award	Staff is waiting for The City of Rancho Cucamonga to get the reimbursement contract back to IEUA.  Work is commencing on other aspects of the project and IEUA plans to meet schedule.
119	EN23121.00	1299 Reservoir Paint/Coating Repairs and Upgrades	4,440	2,000,000	On-Time	Design	
120	EN23124.00	1630 East Pump Station VFD Installation	70,012	750,000	Behind Schedule	Design	The design efforts were shifted to prepurchasing due to extended equipment lead times which delayed the design submittal. IEUA also added scope for the design of the controls system to the consultant's scope, after there was some confusion on what was included in their original scope. No recovery possible.
121	EN21045.00	Montclair Force Main Improvements	398,868	8,714,434	On-Time	Design	
122	EN22058.00	Prado Basin Assets Retrofit-RW	139,999	140,000	On-Time	Project Acceptance	
		Sub Total	967,779	21,749,434			
		Overall Totals	293,497,936	913,590,086			
		1					

# **Emergency Projects**

	FY22/23 Emergency Projects										
	Project ID	Contractor	Task Order Description	Location	TO #	Original Not-to- Exceed /Estimate	Actual Cost thru 12/21	Date of Award	Status		
Age	ency Wide										
1	EN23019.02	Norstar Plumbing and Engineering, Inc	El Prado Road 8-inch Ductile Iron Primary Sludge Leak	El Prado Road	TO-007	200,000	172,407	7/19/2022	Completed		
2	EN23017.01	W.A. Rasic	42-inch RW Leak South of I-10 fwy	Ontario	TO-032	98,615	1,870	11/19/2022	Active		
					Sub Totals	298,615	174,278				
CC	WRF										
3	EN23019.04	Norstar Plumbing and Engineering, Inc.	CCWRF 12-inch Backwash Water Pipeline Leak	CCWRF	TO-009	50,000	253	11/10/2022	Completed		
					Sub Totals	50,000	253				
RP-	1										
4	EN23019.01	Norstar Plumbing and Engineering, Inc.	West RP-1 Main Potable Water Line Leak	RP-1	TO-006	25,000	24,266	7/7/2022	Completed		
5	EN23019.03	Norstar Plumbing and Engineering, Inc.	13553 San Bernardino Ave., Fontana Force Main Strike	RP-1	TO-008	50,000	14,171	8/22/2022	Completed		
6	EN11039.00	Innovative construction solutions (ICS)	Water leak in roadway south of Equalization Basin #3	RP-1	N/A	N/A	N/A	12/23/2022	Active		
					Sub Totals	75,000	38,437		•		
					Grand Total	423,615	212,968				

December Emergency Project(s)										
Contractor	Task Order Description	Details of the Circumstances/Cause of Emergency	Scope of Repair	Location	Date of Call Out	Not-to-Exceed /Estimate				
Innovative construction solutions (ICS)	N/A	Water leak noticed in roadway south of Equalization Basin #3	ICS excavated down to the leak and found that it was a 1-inch line tapped into the 18-inch that was leaking, not the 18-inch line we originally suspected. Deteriorated galvanized 1-inch pipe was removed and replaced with brass coupling and ball valve.	RP-1	12/23/2022	N/A. T&M change order.				