



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

**WEDNESDAY, MARCH 8, 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: 721 323 248#**

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

*A Municipal Water District

1. **CONSENT ITEM**

A. **MINUTES**

Approve Minutes of the February 8, 2023 Engineering, Operations, and Water Resources Committee meeting.

2. **ACTION ITEMS**

A. **CARBON CANYON WATER RECYCLING FACILITY ASSET MANAGEMENT AND IMPROVEMENTS CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements, Project No. EN17006.00, to Garney Pacific Construction in the amount of \$20,856,916;
2. Approve a contract amendment to CDM Smith for Engineering Services During Construction for the not-to-exceed amount of \$899,775, increasing the contract from \$3,326,339 to \$4,226,114 (27% increase);
3. Approve the Lone Star Blower purchase in the amount of \$171,000;
4. Approve a total project budget augmentation in the amount of \$1,742,950 to Project No. EN17006 increasing the budget from \$30,007,050 to \$31,750,000 in RC/10900 Fund; and
5. Authorize the General Manager to execute the construction contract, contract amendment to CDM Smith, Lone Star Blower purchase, budget augmentation, subject to non-substantive changes.

B. **OXYGEN TRANSFER EFFICIENCY ANALYSIS MASTER SERVICE CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award an aggregate master service consultant contract for Oxygen Transfer Efficiency Analysis services to DrH2O, LLC for a total aggregate not-to-exceed amount of \$490,861 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to approve and execute the master service contract, subject to non-substantive changes.

C. RECYCLED WATER SUPERVISORY CONTROL AND DATA ACQUISITION MIGRATION DESIGN CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a design consultant contract for the Recycled Water SCADA Migration, Project No. EN23119, to Eramosa International Inc., for a not-to-exceed amount of \$371,640; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

D. CONTRACT AWARD FOR THE PROCUREMENT OF ELECTRICAL PARTS AND SUPPLIES

Staff recommends that the Committee/Board:

1. Approve Contract No 4600003232 for a five-year contract (two-year fixed price with three, one-year options to extend) for the not-to-exceed amount of \$1,000,000 to Royal Industrial Solutions for the purchase of electrical parts and supplies; and
2. Authorize the General Manager to execute the contract.

3. INFORMATION ITEMS

A. RP-5 EXPANSION PROJECT UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEMS

B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

ADJOURN

DECLARATION OF POSTING

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

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary at (909) 993-1736 or dgarzaro@ieua.org, 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.

CONSENT
ITEM
1A



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

**WEDNESDAY, FEBRUARY 8, 2023
10:00 A.M.**

COMMITTEE MEMBER PRESENT

Michael Camacho, Chair

COMMITTEE MEMBER PRESENT via Video/Teleconference

Marco Tule, Director

STAFF PRESENT

Christiana Daisy, P.E., Deputy General Manager
Tony Arellano, Safety Officer
Pietro Cambiaso, Manager of Compliance & Sustainability
Pierre Cayatte, Senior Engineer
Karla Dunn, Engineering Consultant
Denise Garzaro, Board Secretary/Office Manager
Brandon Gonzalez Contreras, Technology Specialist I
Charles Grady, Laboratory Supervisor
Don Hamlett, Director of Information Technology
Michael Hurley, Director of Planning & Resources
James Johnson, Intern
Michael Larios, Technology Specialist I
Jason Marseilles, Manager of Engineer
Kawal Padda, Laboratory Supervisor
Sushmitha Reddy, Manager of Laboratories
Sandra Salazar, Senior Associate Engineer
Vicky Salazar, Senior Associate Engineer
James Spears, Senior Engineer
Travis Sprague, Principal Engineer
Brian Wilson, P.E., CCM, Senior Engineer

STAFF PRESENT via Video/Teleconference

Kristine Day, Assistant General Manager
Adham Almasri, Principal Engineer
Javier Chagoyen-Lazaro, Director of Finance
Robert Delgado, Manager of Maintenance
Jon Florio, Deputy Manager of Maintenance
Jennifer Hy-Luk, Executive Assistant
Ryan Love, Deputy Manager of Operations
Alyson Piguee, Director of External & Government Affairs
Cheyanne Reseck, Administrative Assistant II
Yvonne Taylor, Administrative Assistant II

Jeff Ziegenbein, Acting Director of Operations & Maintenance

CALL TO ORDER

Committee Chair Michael Camacho called the meeting to order at 10:00 a.m. There were no public comments received or additions to the agenda.

1A – 1B. CONSENT ITEMS

The Committee:

- ◆ Approved Minutes of the January 11, 2023 Engineering, Operations, and Water Resources Committee meeting.
- ◆ Recommended that the Board:
 1. Award a design consultant contract for the RP-1 DeviceNet Replacement, Project No. EN23000, to Eramosa International Inc. for the not-to-exceed amount of \$465,918; and
 2. Authorize the General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar item on the February 15, 2023 Board meeting agenda.

2A. ACTION ITEM

The Committee:

- ◆ Recommended that the Board:
 1. Award a design-build contract for the RP-1 Headworks Bar Screen System Improvements, Project No. EN23111, to GSE Construction Co., Inc. in the amount of \$1,609,900; and
 2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

as a Consent Calendar item on the February 15, 2023 Board meeting agenda.

3A – 3D. INFORMATION ITEMS

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

- ◆ Planning & Resources Department Quarterly Update
- ◆ Semi-Annual Laboratory Update
- ◆ RP-5 Expansion Project Update
- ◆ Engineering and Construction Management Project Updates

4. GENERAL MANAGER'S COMMENTS

Deputy General Manager Christiana Daisy stated that this past Friday, Metropolitan Water District of Southern California (MWD) informed the Member Agencies managers that the recent increase in the State Water Project (SWP) allocation to 30% is sufficient to effectively end the Emergency Water Conservation Program (EWCP). MWD staff intends to recommend that their Board of Directors rescind the volumetric limits and mandatory restrictions under the EWCP at their March meeting.

They also indicated that they do not expect to assess any penalties going forward under the EWCP in 2023. Further, MWD is optimistic that SWP allocations will continue to improve that will allow them to avoid implementing a region-wide allocation starting in July, but explicitly encouraged the Member Agencies to be prepared for an allocation next year. MWD will continue to review their region-wide WSAP with workshops scheduled through March and Board action in April, if necessary. IEUA will also move forward with preparations for potential allocation and will be meeting interested retail agencies to review its allocation model. Finally, Bill Hasencamp, MWD's Manager of Colorado River Resources will give an update on Colorado River negotiations and conditions at IEUA's March 1 Board Workshop Meeting.

5. COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requested future agenda items.

ADJOURNMENT

With no further business, Committee Chair Camacho adjourned the meeting at 10:48 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MARCH 8, 2023

**ACTION
ITEM
2A**

Date: March 15, 2023

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/08/23

Finance & Administration

03/08/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: CCWRF Asset Management and Improvements Construction Contract Award

Executive Summary:

Carbon Canyon Water Recycling Facility (CCWRF) has been in operation for close to 30 years. To remain in compliance the plant requires upgrades and major equipment replacement. In April 2017, the Board awarded a consulting engineering services contract for the CCWRF Asset Management and Improvements, Project No. EN17006, to CDM Smith for a not-to-exceed amount of \$3,631,892 to design the improvements.

On February 9, 2023, IEUA received five bids with Garney Pacific Construction being the lowest responsive, responsible bidder, with a bid price of \$20,856,916.

Staff also recommends purchasing the current Lone Star aeration blower to provide the redundancy needed during blower replacement in an amount of \$171,000 and approving a contract amendment to provide engineering services during construction to CDM Smith, for a not-to-exceed amount of \$899,775, for continuity between the design and construction phases.

We also request a total project budget augmentation in the amount of \$1,742,950 from \$30,007,050 to \$31,750,000 (6% increase) in the Regional Capital (10900) Fund.

Staff's Recommendation:

- 1) Award a construction contract for the Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements to Garney Pacific Construction in the amount of \$20,856,916;
- 2) Approve a contract amendment to CDM Smith for the not-to-exceed amount of \$899,775, increasing the contract from \$3,326,339 to \$4,226,114 (27% increase);
- 3) Approve the blower purchase in the amount of \$171,000;
- 4) Approve a total project budget augmentation in the amount of \$1,742,950 to Project No. EN17006 increasing the budget from \$30,007,050 to \$31,750,000 in the RC/10900 Fund; and
- 5) Authorize the General Manager to execute all the above subject to non-substantive changes.

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

Account/Project Name:

EN17006/CCWRF Asset Management and Improvement Project

Fiscal Impact (explain if not budgeted):

If approved, a total project budget augmentation in the amount of \$1,742,950 will increase the CCWRF Asset Management and Improvements, Project No. EN17006.00, budget from \$30,007,050 to \$31,750,000 in the Regional Wastewater Capital Fund (10900) Fund.

Prior Board Action:

In June 2022, the Board of Directors approved the construction contract for the CCWRF 12kV Backup Generator Control Circuit Improvements, Project No. EN17006.01, to Southern Contracting Co. in the amount of \$1,027,480.

In April 2017, the Board of Directors approved the consulting engineering services contract for CCWRF Asset Management and Improvements, Project No. EN17006, to CDM Smith for the not-to-exceed amount of \$3,631,892.

Environmental Determination:

Addendum to

The Facilities Master Plan Program Environmental Impact Report (SCH No. 2016061064) as the appropriate CEQA environmental determination for the project improvements under the CCWRF Facility Asset Management and Improvement Projects, EN17006.

Business Goal:

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

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint Presentation

Attachment 3 - Construction Contract

Attachment 4 - Contract Amendment to CDM Smith ([Click to Download](#))

Attachment 1

Background

Subject: CCWRF Asset Management and Improvements Construction Contract Award

Executive Summary:

Carbon Canyon Water Recycling Facility (CCWRF) has been in operation for close to 30 years with limited repair and rehabilitation work performed. To remain in compliance and continue meeting title 22 requirements, the plant requires several overhaul services, including major equipment replacement. Specifically, the headworks bar screens and conveyance system, odor control system, aeration blowers and controls, and tertiary filter components need improvement. In April 2017, the Board awarded a consulting engineering services contract for the CCWRF Asset Management and Improvements, Project No. EN17006, to CDM Smith for a not-to-exceed amount of \$3,631,892 to prepare plans and specifications for the improvements identified above.

On February 9, 2023, Inland Empire Utilities Agency (IEUA) received five construction bids from pre-qualified contractors. Garney Pacific Construction was the lowest responsive, responsible bidder, with a bid price of \$20,856,916 (engineer's estimate of \$25,500,000). The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Staff is also recommending purchasing the Lone Star aeration blower already at CCWRF to provide the redundancy during the replacement of aeration blowers. Further, staff recommends a contract amendment to provide engineering services during construction to CDM Smith, for a not-to-exceed amount of \$899,775, for continuity between the design and construction phases.

Due to added scope items brought up by O&M during the design of the project, IEUA will be requesting an augmentation of the total project budget in the amount of \$1,742,950 from \$30,007,050 to \$31,750,000 (6% increase) in the Regional Capital (10900) Fund.

Staff's Recommendation:

- 1) Award a construction contract for the Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements, Project No. EN17006, to Garney Pacific Construction in the amount of \$20,856,916;
- 2) Approve a contract amendment to CDM Smith for Engineering Services During Construction for the not-to-exceed amount of \$899,775, increasing the contract from \$3,326,339 to \$4,226,114 (27% increase);
- 3) Approve the Lone Star Blower Purchase in the amount of \$171,000;
- 4) Approve a total project budget augmentation in the amount of \$1,742,950 to Project No. EN17006 increasing the budget from \$30,007,050 to \$31,750,000 in the RC/10900 Fund; and
- 5) Authorize the General Manager to execute the construction contract, contract amendment to CDM Smith, Lone Star Blower Purchase, and budget augmentation, subject to non-substantive changes.

Attachment 2

Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements Construction Contract Award Project No. EN17006.00

Ryan Ward, EIT
Associate Engineer
March 2023

Project Location

Carbon Canyon Water Recycling Facility (CCWRF)



Project Scope

Replace equipment at the end of service life:

- Headworks Bar Screens
- Odor Control System
- New Electrical Building
- Aeration Blowers
- Aeration Basin Ammonia Analyzers
- Tertiary Treatment Filter Improvements



Contractor Selection

- November 15, 2022: PlanetBids Solicitation Posted
—86 calendar days (57 working days)
- February 9, 2023: Five bids were received from pre-qualified contractors
- Garney Pacific Construction: Lowest responsive, responsible bidder

Bidder's Name	Final Bid Amount
Garney Pacific Construction	\$20,856,916
Innovative Construction Solutions	\$21,049,000
J.F. Shea Construction Inc.	\$23,165,742
Kiewit Infrastructure West Company	\$24,657,000
Flatiron West, Inc.	\$25,610,742
Engineer's Estimate	\$25,500,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$4,919,708
Design Contract (CDM Smith)	\$3,326,339
IEUA Design Services	\$1,593,369
Construction Services	\$2,174,775
CDM Smith Engineering Services During Construction (this action)	\$899,775
IEUA Construction Services (~5%)	\$1,275,000
Construction	\$24,584,530
Construction Contract (this action)	\$20,856,916
Contingency (~10%)	\$2,100,000
Lone Star Blower Purchase (this action)	\$171,000
EN17006.01 CCWRF 12kV Backup Generator Control Circuit Improvements	\$1,456,614
Total Project Cost	\$31,679,013
Total Projected Budget	\$30,007,050
Total Project Budget Increase (this action)*	\$1,742,950
Revised Total Project Budget	\$31,750,000

Contract Milestone	Date
Construction Award	March 2023
Construction Completion	September 2025

*Budget increase from Regional Wastewater Capital Fund (10900)

Staff's Recommendation

- Award a construction contract for the Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvements, Project No. EN17006.00, to Garney Pacific Construction in the amount of \$20,856,916;
- Approve a contract amendment to CDM Smith for Engineering Services During Construction for the not-to-exceed amount of \$899,775, increasing the contract from \$3,326,339 to \$4,226,114 (27% increase);
- Approve the Lone Star Blower Purchase in the amount of \$171,000;
- Approve a total project budget augmentation in the amount of \$1,742,950 to Project No. EN17006.00, increasing the budget from \$30,007,050 to \$31,750,000 in the RC/10900 Fund; and
- Authorize the General Manager to execute the construction contract, contract amendment to CDM Smith, Lone Star Blower Purchase, and budget augmentation, subject to non-substantive changes.

The Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and Improvement Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the Wastewater treatment plants are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 3

460000xxxx
Carbon Canyon Water Recycling Facility (CCWRF) Asset Management and
Improvements Project, EN17006.00

CONTRACT

THIS CONTRACT, made and entered into this 15th day of March, 2023, by and between Garney Pacific, 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:

1. CONTRACTOR agrees to perform and complete in a workmanlike manner, all work required under the Bid Documents for CARBON CANYON WATER RECYCLING FACILITY (CCWRF) ASSET MANAGEMENT AND IMPROVEMENTS PROJECT, EN17006.00, 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.
2. 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.
3. 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 \$20,856,916.00 (Twenty Million Eight Hundred Fifty-Six Thousand Nine Hundred Sixteen Dollars and Zero Cents).

4. 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.
5. 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.
6. 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 nine hundred and thirteen (913) calendar days after award of the Contract. All Work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. 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.
9. 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.
10. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subCONTRACTORS to carry Workers' Compensation Insurance as required by the California Labor Code.

11. 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.

12. 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.

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

Inland Empire Utilities Agency*
San Bernardino County, California.

Contractor

By _____

By _____

Shivaji Deshmukh, P.E.
General Manager

Bill E. Williams
President

*A Municipal Water District

**ACTION
ITEM
2B**

Date: March 15, 2023

SD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/08/23

Finance & Administration

03/08/23

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: Oxygen Transfer Efficiency Analysis Master Service Contract Award

Executive Summary:

The wastewater that Inland Empire Utilities Agency (IEUA) collects goes through multiple treatment processes. One of the processes, the secondary aeration is a biological nutrient removal method that relies on oxygen transfer using air diffusers. Over time, the air diffusers becoming less effective at transferring oxygen into the wastewater. This loss in oxygen transfer efficiency (OTE) increases maintenance cost and energy usage for aeration blowers.

IEUA uses a consultant to perform off-gas analyses to determine the OTE of air diffusers within IEUA's secondary treatment aeration systems. The site specific OTE will be used to guide decisions related to air diffuser maintenance and replacement to keep the aeration system operating at maximum efficiency. The consultant's contract recently expired and IEUA solicited oxygen transfer efficiency services on December 22, 2022, through a Request for Proposal on PlanetBids. On January 16, 2023, one proposal was received. A review committee consisting of Asset Management Group, Engineering, and Operations staff evaluated the proposal and found DrH2O, LLC as the best qualified to complete this work.

Staff's Recommendation:

1. Award an aggregate master service consultant contract for Oxygen Transfer Efficiency Analysis services to DrH2O, LLC for a total aggregate not-to-exceed amount of \$490,861 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to approve and execute the master service contract, subject to non-substantive changes.

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

Account/Project Name:

10800-137100-501000-520920/Professional fees and services
EN23026/Asset Management Condition Assessment Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On September 1, 2016, the Board of Directors approved a three-year contract with three one-year optional term extension to DrH2O, LLC.

Environmental Determination:

Not Applicable

Business Goal:

This Oxygen Transfer Efficiency Analysis Services Contract is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint

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

Attachment 1

Oxygen Transfer Efficiency Analysis Master Service Contract Award

Francis Concemino
Acting Senior Project Manager
March 2023

Project Background

- Oxygen from ambient air is used in the secondary treatment process, using blowers and diffusers.
- Diffuser loses effectiveness over time and results in higher energy consumption for the blowers.
- Measuring Oxygen Transfer Efficiency (OTE) provides information on when to repair or replace air diffusers.
- Since 2016, IEUA has relied on OTE analysis to make maintenance and process optimization decisions. In 2021, IEUA used it to validate performance of newly installed disc diffusers at RP-4 for warranty purposes.



Disc diffuser installation RP-4



Aeration diffuser normal operation



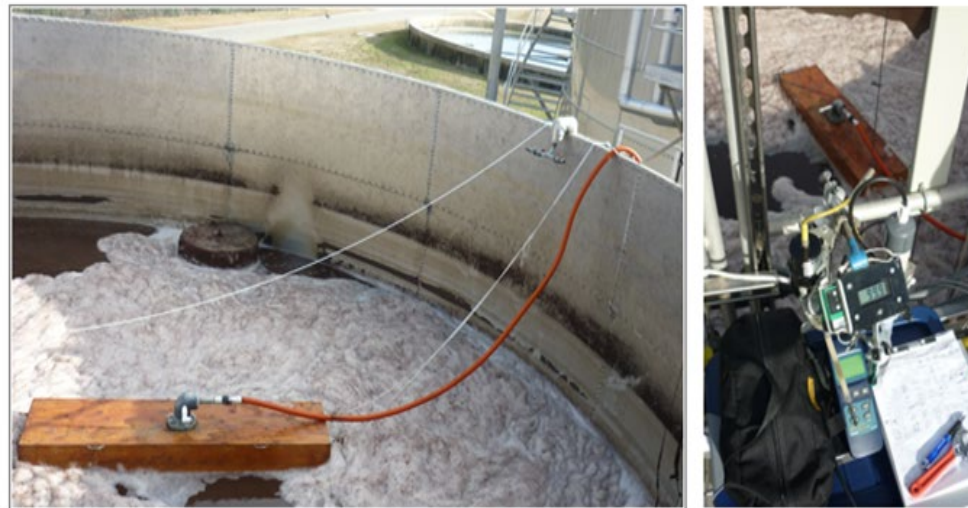
OTE testing and Analyzer set up at RP-4

Scope of Work

- Procure and fabricate off-gas testing hoods and gas collection instruments.
- Oxygen transfer efficiency (OTE) testing and analysis for each aeration basin tanks per facility.

Facility:	# of Tanks	Tank Dimensions
RP-1	6	240 feet by 60 feet
CCWRF	6	180 feet by 45 feet
RP-4	6	360 feet by 35 feet
RP-5	2	540 feet by 60 feet

- OTE testing shall be completed every six months.
- Provide workshop to present OTE results and optimization recommendations.



Off-gas testing and Analyzer set up at RP-4

Consultant Selection

- December 22, 2022: PlanetBids Solicitation
 - 25 calendar days (16 working days)
- January 16, 2023: Received one proposal

Proposal No.	Consultant	Proposal Fee
1	DrH2O, LLC	\$490,861

- Qualification-Based Selection:
 - Proposal evaluated by IEUA staff
 - Experience, reputation, history, capabilities



Dr. H2O's crew performing OTE gas collection at Aeration basin Train 3 on 12/16/2021

Staff's Recommendation:

- Award aggregate master service consultant contract for Oxygen Transfer Efficiency Analysis services to DrH2O, LLC for a total aggregate not-to-exceed amount of \$490,861 over a three-year period, with two, one-year options to extend; and
- Authorize the General Manager to approve and execute the master service contract, subject to non-substantive changes.

The Oxygen Transfer Efficiency master service contract is consistent with **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

**ACTION
ITEM
2C**

Date: March 15, 2023

To: The Honorable Board of Directors

SD
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/08/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Recycled Water SCADA Migration Design Consultant Contract Award

Executive Summary:

The Recycled Water Supervisory Control and Data Acquisition (RW SCADA) Migration project will migrate the existing agency-wide RW SCADA system to PlantPax-based enterprise distributed control system to meet current industry standards and achieve Inland Empire Utilities Agency's (IEUA) SCADA Master Plan objectives. The RW SCADA system has become obsolete and is experiencing issues such as telecommunication inefficiencies, antiquated control screens, cyber security risks, and difficulty maintaining interoperability. The provisions of the proposed contract include an analysis and evaluation of the current SCADA system and design services to develop a plan to solve the identified issues necessary for enhancing operations efficiency and SCADA reliability. On November 16, 2022, IEUA issued a request for proposals to design consultants listed on PlanetBids. On January 4, 2023, IEUA received one proposal from Eramosa International, Inc. (Eramosa). Eramosa's familiarity with IEUA's design guides, workflows, SCADA standards, and an in-depth understanding of the Recycled Water SCADA System Migration objectives, places Eramosa in the best position to assist staff in delivering the design as the subject matter experts. The proposed contract for Eramosa is for a not-to-exceed amount \$371,640.

Staff's Recommendation:

1. Award a design consultant contract for the Recycled Water SCADA Migration, Project No. EN23119, to Eramosa International Inc., for a not-to-exceed amount of \$371,640; 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:

EN23119/RW SCADA Migration

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

The RW SCADA Migration Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management and Water Quality objectives, that IEUA will ensure that Agency systems are planned, constructed, well maintained, upgraded to meet evolving requirements and changes in regional water use, and sustainably managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint Presentation

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

Attachment 1

Recycled Water SCADA Migration

Design Consultant Contract Award

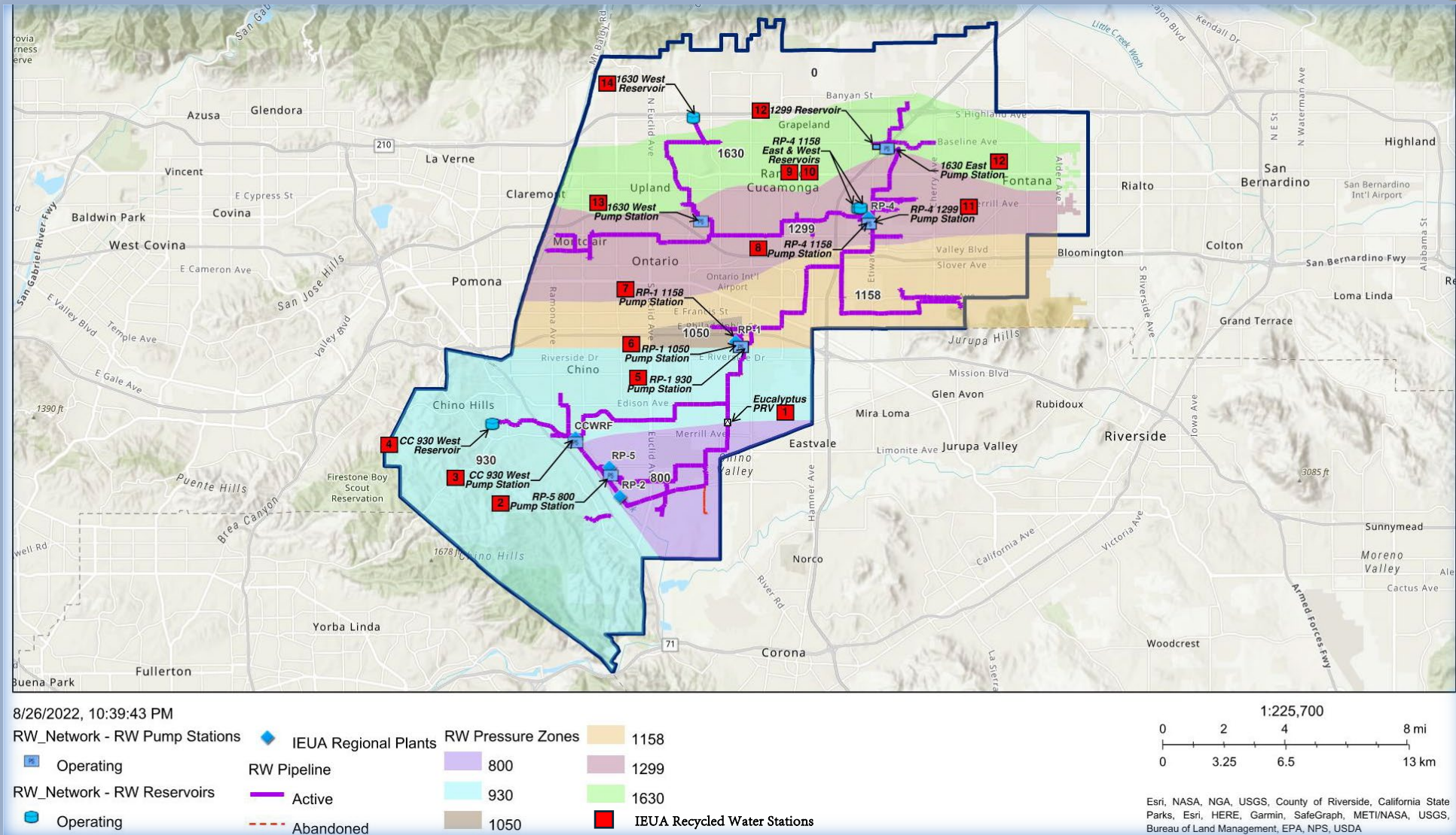
Project No. EN23119

Cathy Nhothsavath

Associate Engineer

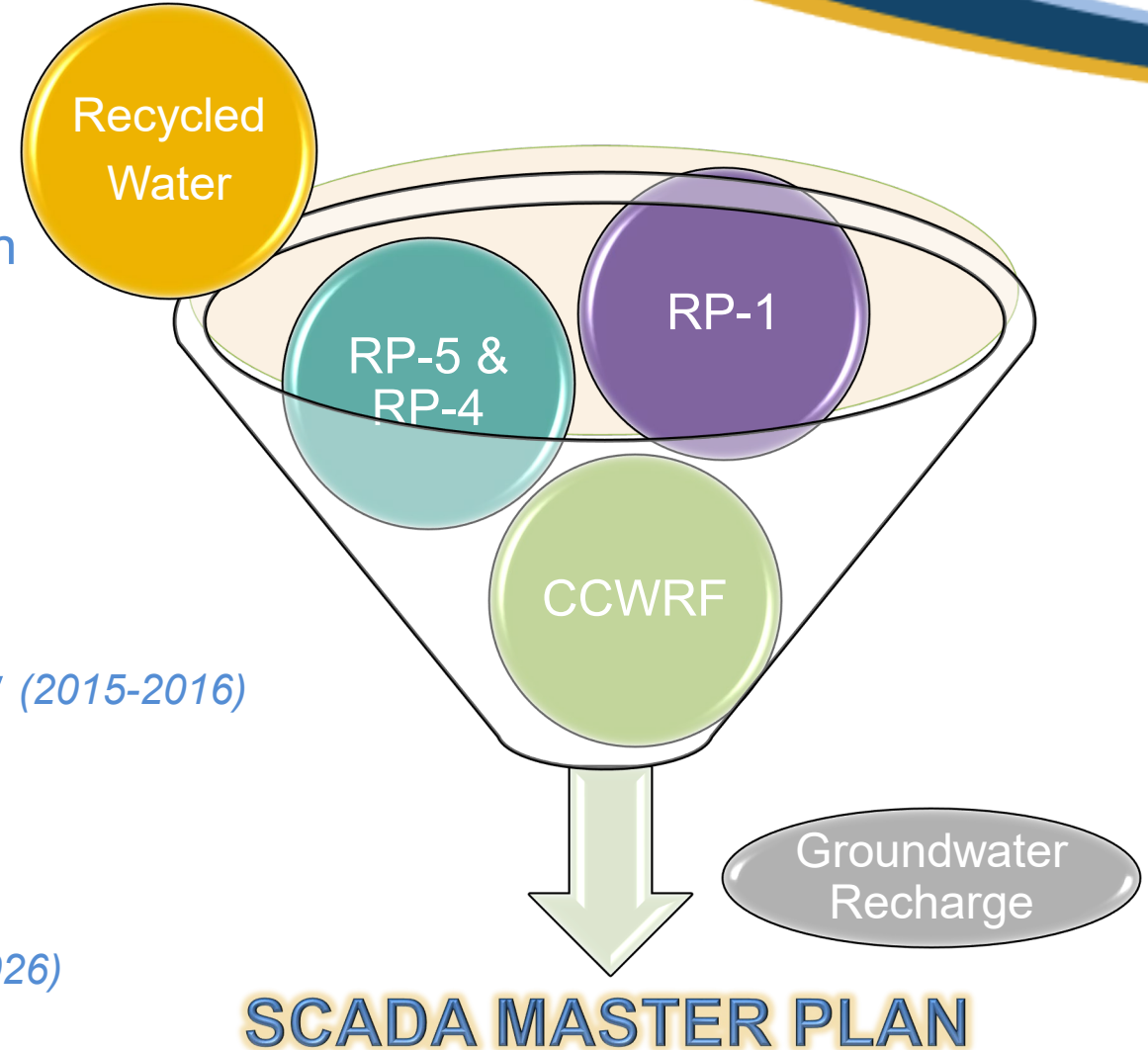
March 2023

Project Location: Recycled Water Service Area



Project Background

- IEUA SCADA Master Plan (2012)
 - Supervisory Control and Data Acquisition
 - Achieve standardization
 - Improve data acquisition
 - Optimize operational performance
- SCADA Enterprise Upgrades
 - Carbon Canyon Water Recycling Facility (2015-2016)
 - Regional Plant No. 5 (2017-2019)
 - Regional Plant No. 4 (2017-2019)
 - Regional Plant No. 1 (Estimated 2023-2026)
 - Recycled Water System (Estimated 2023-2026)



Design Services

Challenges

1. Equipment Incompatibilities
2. Obsolete System
3. Cyber Security Risks
4. Antiquated Graphics Screens

Solutions

1. Develop Migration Plan
2. Generate Process Control Narratives (PCN)
3. Invent User-Friendly Graphics Screens

Benefits

1. Increased System Reliability
2. Safer Cyber-SCADA Environment
3. More Efficient Operations



Consultant Selection

- PlanetBids Solicitation Period
 - November 16, 2022 – January 4, 2023
 - 49 Calendar Days (31 Working Days)
- Qualifications-Based Selection
 - Proposal evaluated by IEUA Staff
 - Experience, reputation, history, capabilities



Proposal No.	Consultant	Proposal Fee
1	Eramosa International, Inc.	\$371,640

Project Budget and Schedule



Description	Estimated Cost
<i>Design Services</i>	<i>\$611,640</i>
Design Services (This Action)	\$371,640
IEUA Project Management (~8%)	\$240,000
<i>Construction Services</i>	<i>\$690,000</i>
Engineering Services During Construction (~15%)	\$450,000
IEUA Construction Services (~8%)	\$240,000
<i>Construction</i>	<i>\$3,300,000</i>
Construction Contract Estimate	\$3,000,000
Project Contingency (~10%)	\$300,000
Total Estimated Project Cost:	\$4,601,640
Current Total Project Budget:	\$4,630,000

Project Milestone	Date
<i>Design</i>	
Consultant Design Contract Award	March 2023
Design Completion (Estimated)	June 2024
<i>Construction</i> (Estimated)	
Construction Contract Award	September 2024
Construction Completion	June 2026

Staff's Recommendations

- Award a design consultant contract for the Recycled Water SCADA Migration, Project No. EN23119, to Eramosa International Inc., for a not-to-exceed amount of \$371,640; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The RW SCADA Migration Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management and Water Quality objectives, that IEUA will ensure that Agency systems are planned, constructed, well maintained, upgraded to meet evolving requirements and changes in regional water use, and sustainably managed to protect public health, the environment, and meet anticipated regulatory requirements.

**ACTION
ITEM
2D**

Date: March 15, 2023

To: The Honorable Board of Directors

SD
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

03/08/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Contract Award for the Procurement of Electrical Parts and Supplies

Executive Summary:

The Inland Empire Utilities Agency (IEUA) owns, operates, and maintains over 5,000 electrical assets such as motors, variable frequency drives, switchgears, control panels, and actuated valves. Electrical equipment is critical to support the conveyance and treatment of wastewater. To ensure IEUA's electrical assets safe and reliable, electrical parts such as breakers, relays, wires, conduits and motor control devices are required.

A Request for Quotes was issued on PlanetBids on October 20, 2022 and on November 3, 2022 IEUA received three quotes. The quotes were evaluated based on predetermined award criteria and Royal Industrial Solutions was determined to be the supplier that would provide best value.

Royal Industrial Solutions is the current service provider and has performed well and has met IEUA's expectations since 1993. They are also the local authorized distributor of the Allen Bradley product line which the Agency has standardized on.

Staff's Recommendation:

1. Approve Contract No. 4600003232 for a five-year contract (two-year firm fixed price with three, one-year options to extend) for the not-to-exceed amount of \$1,000,000 to Royal Industrial Solutions for the purchase of electrical parts and supplies; and
2. Authorize the General Manager to execute the contract.

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

Account/Project Name:

Maintenance Unit - Materials and Supplies

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The Agency's Electrical Parts and Supplies Contract is consistent with the IEUA's Business Goal and Wastewater Management, specifically the Asset Management objectives, that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgrades to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - PowerPoint Presentation

Attachment 2 - Service Contract No. 4600003232

Contract Award for the Procurement of Electrical Parts and Supplies

Jon Florio

Deputy Manager of Maintenance

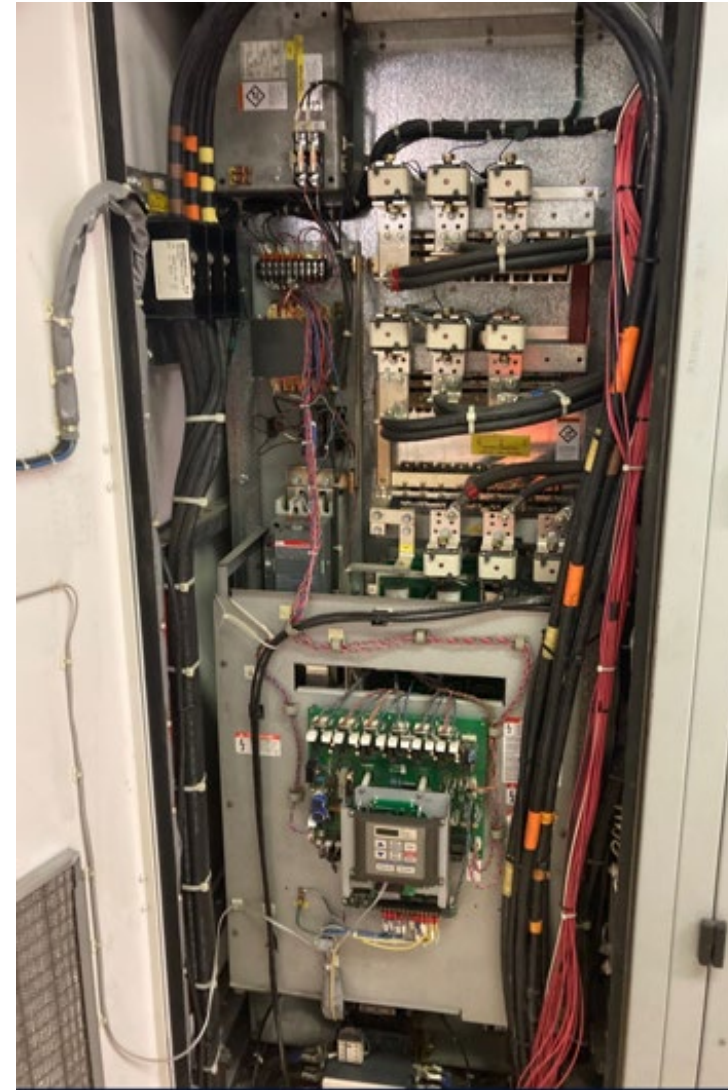
March 15, 2023

Background

- Agency operates and maintains over 5,000 electrical assets such as motors, variable frequency drives (VFDs), switchgears, control panels, and actuated valves.
- Electrical assets are critical to the conveyance and treatment of wastewater. They support a safe and permit compliant operation of our treatment process.



Control Panel



Variable Frequency Drive (VFD)

Maintenance Needs

- Electrical parts and supplies such as circuit breakers, relays, electrical conduits, wires, panels, and junction boxes are required to perform safe and reliable equipment repairs.
- A long-term contract will support timely repairs of equipment in a cost-effective manner.



Conduit entering a Motor Control Center (MCC)



Electrical Breaker Panel



Electrical Junction Box

Quotes Evaluation

On November 3, 2022, three quotes were received:

Quotes Received

Royal Industrial Solutions

Sid Tool Co., Inc.

Consolidated Electrical Distributors



Variable Frequency Drive (VFD)

Quotes were evaluated based on pre-determined award criteria:

Award Criteria

- Competitive pricing on most-often purchased items (Qty: 200)
- Ability to supply manufacturer-specific items or commercially equivalent
- Discount off manufacturer price list and bidder's catalog



Transformer

Quotes Evaluation Results

The evaluation of the three quotes received concluded that Royal Industrial Solutions would provide the best value to the Agency.

— Best Value

- Past performance, cost, experience, references, and competitive pricing

— Contract term: 5 years

- Two years with fixed price
- Three one-year options to extend with Consumer Price Index increases

— Experience with IEUA

- Current service provider since 1993
- Authorized distributor for Allen Bradley product line
- Staff is satisfied with their support



Motor Control Center (MCC)

Staff's Recommendation

- Approve Contract No. 4600003232 for a five-year contract (two-year firm fixed price with three, one-year options to extend) for the not-to-exceed amount of \$1,000,000 to Royal Industrial Solutions for the purchase of electrical parts and supplies; and
- Authorize the General Manager to execute the contract.

The Agency's Electrical Parts and Supplies Contract is consistent with the IEUA's **Business Goal and Wastewater Management**, specifically the Asset Management objectives, that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgrades to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



CONTRACT NUMBER: 4600003232
FOR
MAINTENANCE, REPAIR, AND OPERATIONS (MRO) ELECTRICAL SUPPLIES

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 interchangeably referred to as "Agency" or "IEUA"), and Royal Industrial Solutions, located in Riverside, California (hereinafter referred to as "Supplier"), for the procurement of maintenance, repair, and operations (MRO) electrical parts and supplies.

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

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

Project Manager: Jon Florio
 Company Name: Inland Empire Utilities Agency
 Address: 6075 Kimball Avenue
 Chino, CA 91708
 Telephone: 909-993-1861
 Direct: 909-315-9357
 Email: jflorio@ieua.org

2. SUPPLIER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Supplier: Gary Yost
 Company Name: Royal Industrial Solutions
 Address: 3200 Russell Street
 Riverside, CA 92501
 Telephone: 951-683-6625
 Facsimile: 951-787-9883
 Email: gyost@royal-ie.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600003232
 - B. Contract Number 4600003232 General Terms and Conditions.
 - C. Agency's Request for Quote Number RFQ-VC-22-002, **Exhibit A**.
 - D. Supplier's quote dated, November 3, 2022, **Exhibit B**.
4. SUPPLY OF PRODUCTS/SPECIFICATIONS: Supplier services and responsibilities shall include and be in accordance with the following:
- A. Delivery Requirements:
- 1. Provide miscellaneous electrical parts and supplies to the Agency on an "as-needed" basis in accordance with **Exhibit B**.
 - 2. Provide miscellaneous electrical parts and supplies as required. Agency staff may elect to will-call items at Supplier's local facility, of if delivery is required, Supplier will deliver to the following location:

Inland Empire Utilities Agency
Warehouse
2662 E. Walnut Avenue
Ontario, CA 91761
 - 3. Each delivery will include a packing slip with:
 - a. Supplier name
 - b. Requestor's name
 - c. Contract number
 - d. Date of purchase
 - e. Quantity
 - f. Unit price
 - g. Extension for each item
 - 4. Unless a longer lead time is required, all deliveries must be made the same day wherever possible or within 24 hours.
 - 5. There will be no charge for delivery, all orders will be shipped FOB Destination, and no fuel charge, or any other additional charges will apply.
5. TERM: The initial term of this contract is for two (2) years beginning **March 15, 2023**, through **April 30, 2025**, with fixed pricing. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend this contract up to three (3) one-year periods for a total aggregate contract term of five (5) years.

6. PAYMENT, INVOICING, AND COMPENSATION:

- A. Supplier shall submit one invoice upon the delivery of the equipment. Agency shall pay Supplier's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. Total contract NOT-TO-EXCEED **\$1,000,000** for all services satisfactorily provided during the term of this Contract.
- C. Additionally, to qualify for payment, the Supplier shall prominently display, on the first page of the invoice, both:
 - 1. The Contract Number – 4600003232, and
 - 2. The Contract Release Purchase Order Number – 4500041775
 - 3. Supplier **must** accept payment electronically by Automated Clearing House (ACH) and provide Bank Routing information on ACH form provided by Agency

The preferred method of receiving invoices is electronic. The Supplier should submit invoices by email & such invoices shall be submitted as follows:

APGroup@ieua.org

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Supplier shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
 - E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Supplier of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Supplier in complying with this Contract, as approved by the Project Manager.
 - F. Supplier may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Supplier who has proposed accepting an invoice amount reduction in exchange for early payment. The Supplier may offer and the Agency may accept, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to a Supplier's invoice in exchange for payment of such invoice within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.
7. PRICE ADJUSTMENT: In the event the Agency exercises any of the Contract extensions provided for in Section 5 above, pricing for said extension shall be calculated as follows:

Commencing on March 1, 2025, and continuing each March 1st thereafter, those prices provided may be adjusted plus or minus by a sum equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange County(s), California index area as provided for in this section. The basis for computing the adjustment to those prices provided shall be the percentage change for the twelve-month period from January to January, starting with the period of January 2024 to January 2025, and continuing every twelve months thereafter.

Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposal Rate/Fee Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued or revised.

Price adjustment requests must be submitted in writing to the Project Manager prior to the contract renewal date for review and approval.

8. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Supplier shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of service.
- B. Status of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Supplier shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier, its employees, or subcontractors.

- D. Grant/Loan Funded Projects: This project **Is Not** grant-funded. *[For Federal/State grant/loan-funded projects, the Supplier shall be responsible to comply with all grant requirements related to the Project. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review. Federal funds have additional requirements. See Exhibit B]*
- E. Conflict of Interest: No official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Supplier shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status, or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- G. Warranty: Supplier represents and warrants that the equipment shall be adequate to serve the purposes described in the Contract. For a period of two years, per the Request for Quote, Supplier shall, at no additional cost to the Agency, correct any and all errors in and shortcomings of the equipment, regardless of whether any such errors or shortcomings is brought to the attention of Supplier by Agency, or any other person or entity. Supplier shall within three (3) calendar days, correct any error or shortcoming that renders the equipment dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Supplier's receipt of notice of the error. Upon request of Agency, Supplier shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the equipment within seven (7) calendar days after Supplier's receipt of notice of the error. If the Project Manager rejects all or any part of the equipment as unacceptable and agreement to correct such equipment cannot be reached without modification to the Contract, Supplier shall notify the Project Manager, in writing, detailing the dispute and reason for the Supplier's position. Any dispute that cannot be resolved between the Project Manager and Supplier shall be resolved in accordance with the provisions of this Contract. The Supplier's liability, with respect to any claims arising out of the equipment and the Supplier, shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Supplier shall pursue replacement of the equipment in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.
2. Any and all disputes during the dispute period shall be subject to resolution by the Agency's Project Manager; and the Supplier shall comply, with the Agency Project Manager instructions. If the Supplier is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Supplier's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Supplier is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Supplier are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a Supplier on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Supplier.
9. INFRINGEMENT: Supplier represents and warrants that the Training 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.
- Supplier 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 to the extent of Supplier's negligence for any claim that use of the Training or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.
- Supplier 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 Training and Documentation, to replace or modify the Training 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 Training and Documentation.
10. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Supplier: Gary Yost
Royal Industrial Solutions
3200 Russell Street
Riverside, CA 92501

Any notice given pursuant to this section 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 through the United States Postal Service.

11. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. No assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
12. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Supplier of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Supplier 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 Public Records Act request for any of the information Supplier has marked "Confidential," "Proprietary," or "Trade Secret," Supplier shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
13. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Supplier's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Supplier. The Supplier shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
14. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Supplier as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier.

15. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
16. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced services up to the date of such termination, as approved by the Project Manager.
17. CHANGES: 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 equipment. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Equipment shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
18. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.
19. PARTICIPATING PUBLIC AGENCIES: RESERVED
20. LIQUIDATED DAMAGES: There are no liquidated damages.
21. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Supplier by the Project Manager.
22. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
23. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

SIGNATURES ON FOLLOWING PAGE

The parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

ROYAL INDUSTRIAL SOLUTIONS:

Shivaji Deshmukh, P.E.
General Manager

(Date)

DocuSigned by:
Gary M. Yost 2/27/2023

Gary Yost
Account Manager (Date)



**INFORMATION
ITEM
3A**

RP-5 Expansion Project Update March 2023

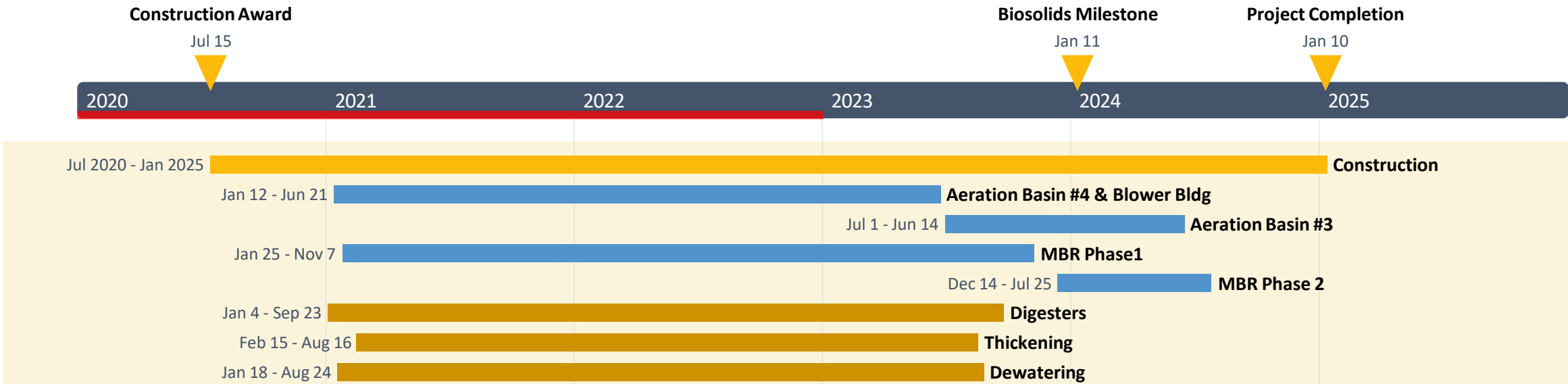
Project Nos. EN19001 and EN19006



Vicky Salazar
Senior Associate Engineer
March 2023

RP-5: Project Status

Day 958 of 1640 = 58%



Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$339,913,477	\$6,527,538	\$205,523,873	60%
Designer	Parsons	\$36,833,185	\$350,000	\$33,086,949	90%
Construction Management	Arcadis	\$21,125,523	\$364,759	\$11,151,799	53%

Data date: 2/28/2023



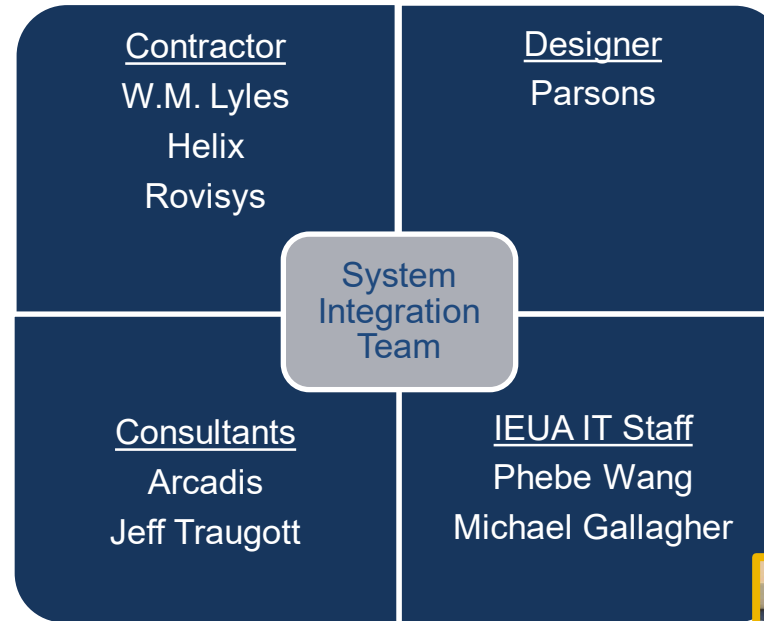
RP-5: System Integration

Maintain Agency Standards:

- Optimized plant operation
- Training

Ongoing workshops:

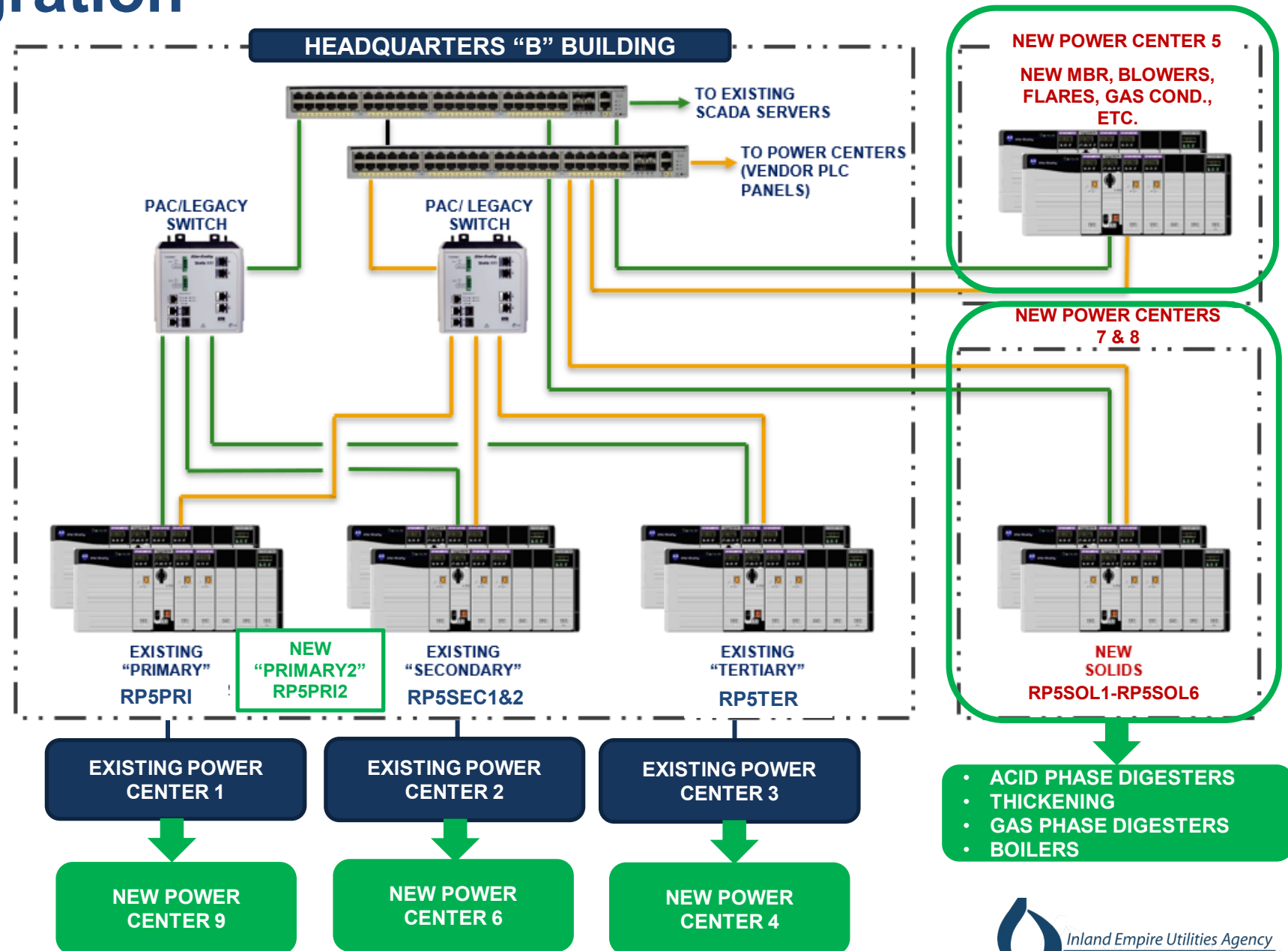
- SCADA Planning and Structure
- HMI Graphics Standards and Requirements
- PLC Architecture and Equipment
 - Vendor system integration
- Generator Controls
- Process Control Narratives (PCNs) and Controls



RP-5: System Integration

SCADA System Upgrades

- Upgrade existing controllers
- Add new controllers
- 6 new power centers
- Convert networks to Parallel Redundancy Protocol (PRP)
- Upgrade to PlantPAX Ver. 4.6
- New Smart MCCs and VFDs with Ethernet/IP communications



RP-5: System Integration

Update Existing Systems

- Power supplies in distributed control panel (DCP) replaced
- Terminal blocks added for new power supplies
- Existing switches relocated to new side of panel
- Existing controller relocated to new side of panel
- Installation of new Parallel Redundancy Protocol switches in existing panels



RP-5: Major Activity Areas



Construction Staff

- WML Craft: 125
- WML Project: 32
- IEUA & CM: 15
- Total: 172

RP-5 Tours

- 95 total tours
- 570 total visitors
- 33 different visiting groups

RP-5: Major Activities



Influent Pump Station

RP-5: Major Activities



Fine Screens

RP-5: Major Activities



Duct Bank 30 Installation

RP-5: Major Activities



Gas Phase Digesters

RP-5: Major Activities



Thickening Building

RP-5: Major Activities



Boiler Building

RP-5: Major Activities



Dewatering Building

Questions?



Appendix



ISS Assets

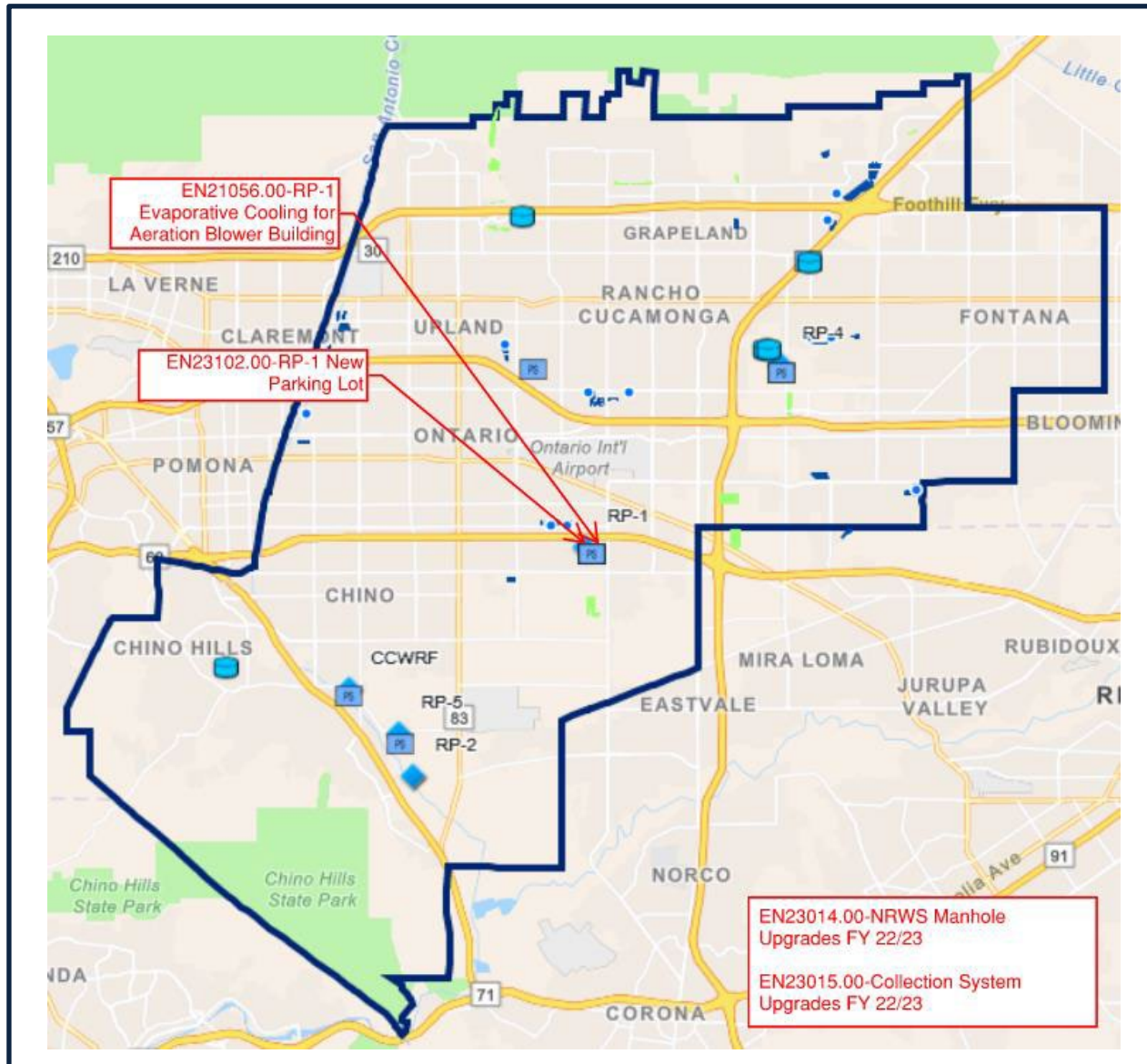
Table 3-26 Impact of RP-5 Expansion Project on ISS Assets

Item	Existing Quantity	Future Quantity	Delta (Δ)	% Increase
PLCs	23	87	64	278%
VFDs	2	107	105	5,250%
OITs	5	44	39	780%
E300	0	112	112	-
Switches	16	164	148	925%
Digital Inputs	1,632	4,235	2,603	159%
Digital Outputs	187	2,189	2,002	1,071%
Analog Inputs	456	1,456	1,000	219%
Analog Outputs	88	800	712	809%
Fiber Optic Networks	14	31	17	121%
Host Servers	6	8	2	33%
VMs	70	76	6	9%
Thin Clients	5	16	11	220%
Total	2,504	9,325	6,821	272%

**INFORMATION
ITEM
3B**

Engineering and Construction Management Project Updates

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



Project Location Map

NRWS Manhole & Collection Systems Upgrades FY22/23

Project Goal: Rehabilitate/Repair Existing Assets



Original Manhole Lid

Total Project Budget: \$700k
Project Completion: June 2023
Construction Percent Complete: 0%

Phase	Contractor	Current Contract	Amendments/ Change Orders
Construction (Current)	Norstar	\$413k	0%
Project Management Team			
Project Manager:		Biesiada, Josh	
Assistant/Associate Engineer:		Trott, Megan	
Administrative Assistant:		Answer Advisory	
Inspector:		GK and Associates	

RP-1 Evaporative Cooling for Aeration Blower Building

Project Goal: Increased Reliability

Total Project Budget: \$1.4M

Project Completion: December 2024

Design Complete: 60%

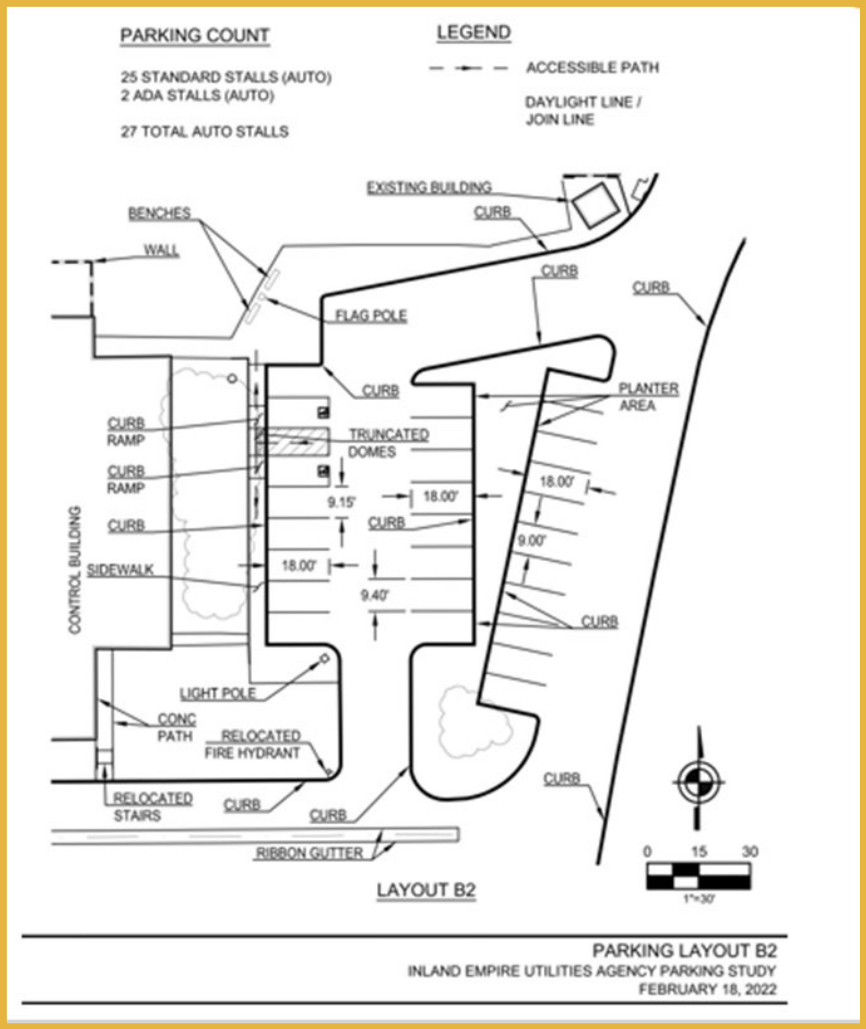
Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Kennedy Jenks	\$212k	95%
Construction	TBD	\$0	0%
Project Management Team			
Project Manager:		Cayatte, Pierre	
Assistant/Associate Engineer:		Nhothsavath, Cathy	
Administrative Assistant:		Answer Advisory	
Inspector:		TBD	



Blowers

RP-1 New Parking Lot

Project Goal: Expand Capacity



Total Project Budget: \$1.2M
Project Completion: August 2024
Design Percent Complete: 5%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Bucknam	\$424k	0%
Construction	TBD	\$0	0%
Project Management Team			
Project Manager:		Poeske, Matt	
Assistant/Associate Engineer:		Burns & McDonnell	
Administrative Assistant:		Guthrie, Rosalind	
Inspector:		TBD	

RP-1 Parking Lot