



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

**WEDNESDAY, SEPTEMBER 13, 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 ITEMS

A. MINUTES

Approve Minutes of the July 12, 2023 Engineering, Operations, and Water Resources Committee meeting.

B. MEMORANDUM OF UNDERSTANDING WITH ONTARIO MUNICIPAL UTILITIES COMPANY FOR PHILADELPHIA LIFT STATION FORCE MAIN IMPROVEMENTS

Staff recommends that the Committee/Board authorize the General Manager to execute the Memorandum of Understanding with Ontario Municipal Utilities Company for the Philadelphia Force Main Improvements, Project No. EN23002.

2. ACTION ITEMS

A. PROJECT MANAGEMENT, INSPECTION, AND ADMINISTRATIVE SERVICES MASTER CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Amend the existing aggregate master consultant contract for Project Management, Inspection, and Administrative Services with Butier Engineering, Carollo Engineers, GK & Associates, Michael Baker International, MWH Contractors, Project Partners, Wallace & Associates, and Wood Environmental for an additional total aggregate not-to-exceed amount of \$24,000,000 over a two-year period, increasing the contract from \$10,000,000 to \$34,000,000 (240% increase) extending the contract through December 2025; and
2. Authorize the General Manager to execute the master contract amendments, subject to non-substantive changes.

B. IN-N-OUT BURGER INLAND EMPIRE BRINE LINE CAPACITY RIGHT AGREEMENT

Staff recommends that the Committee/Board:

1. Approve the sale of two (2) Brine Line Capacity Units to In-N-Out Burger for \$430,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

C. ADOPTION OF RESOLUTION NO. 2023-9-5, ADOPTING THE 2023 UPDATE TO THE RECHARGE MASTER PLAN

Staff recommends that the Committee/Board:

1. Approve the 2023 Recharge Master Plan Update with non-substantial changes;
2. Adopt Resolution No. 2023-9-5, adopting the 2023 Update to the Recharge Master Plan; and
3. Accept a joint filing to the Court for the 2023 Recharge Master Plan Update with Chino Basin Watermaster.

D. HACH INSTRUMENTATION MAINTENANCE CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a contract to Hach Company, Contract No. 4600003398, for a three-year term for the not-to-exceed amount of \$315,000 for maintenance and repair services; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

3. INFORMATION ITEM

A. RP-5 EXPANSION PROJECT UPDATE - SEPTEMBER 2023 (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, JULY 12, 2023
10:00 A.M.**

COMMITTEE MEMBERS PRESENT

Marco Tule, Chair
Paul Hofer, Director

STAFF PRESENT

Shivaji Deshmukh, P.E., General Manager
Christiana Daisy, P.E., Deputy General Manager
Kristine Day, Assistant General Manager
Adham Almasri, Principal Engineer
Jerry Burke, Director of Engineering
Lucia Diaz, Manager of Facilities & Water System Programs
Denise Garzaro, Board Secretary/Office Manager
Brandon Gonzalez Contreras, Technology Specialist I
Michael Hurley, Director of Planning and Resources
Randy Lee, Acting Director of Finance
Scott Lening, Manager of Operations
Eddie Lin, Senior Engineer
Ryan Love, Deputy Manager of Operations
Bonnie Marseilles, Administrative Assistant II
Jason Marseilles, Manager of Engineering
Alyson Piguee, Director of External & Government Affairs
Kristian Saenz, Engineering Consultant
Vicky Salazar, Senior Associate Engineer
Steven Smith, Acting Groundwater Recharge Coordinator
Wilson To, Technology Specialist II
Jeff Ziegenbein, Acting Director of Operations and Maintenance
Jamal Zughbi, P.E., Senior Engineer/Project Manager

STAFF PRESENT via Video/Teleconference

Tony Arellano, Safety Officer
Kevin Asprer, Senior Associate Engineer
Joshua Biesiada, Senior Project Manager
Lisa Dye, Director of Human Resources
Filbert Fontejon, Intern
Julianne Frabizio, Project Manager
Don Hamlett, Director of Information Technology
Jennifer Hy-Luk, Executive Assistant
Monica Nelson, Administrative Assistant II

Sushmitha Reddy, Manager of Laboratories
James Simpson, Engineering Consultant
Travis Sprague, Manager of Asset Management
Frank Sotomayor, Facilities Program Supervisor
Megan Trott, Associate Engineer
Teresa Velarde, Manager of Internal Audit
Andrew Zarour, Intern

CALL TO ORDER

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

1A. CONSENT ITEM

The Committee:

- ◆ Approved Minutes of the June 14, 2023, Engineering, Operations, and Water Resources Committee meeting.

2A – 2C. ACTION ITEMS

The Committee:

- ◆ Recommended that the Board authorize the General Manager to execute the procurement of “off-the-lot” vehicles, up to \$1,000,000.

as a Consent Calendar item on the July 19, 2023 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the award to provide the supply of sodium hypochlorite chemicals, Contract No. 4600003367 to JCI Jones Chemicals Incorporated, for a one-year contract, with four one-year renewal options, for a potential total contract term of five years for a not-to-exceed amount of \$17,000,000;
2. Approve the award to provide the supply of ferric chloride chemicals, Contract No. 4600003373, to California Water Technologies, LLC for a one-year contract, with four one-year renewal options, for a potential total contract term of five years for a not-to-exceed amount of \$9,100,000; and
3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

as a Consent Calendar item on the July 19, 2023 Board meeting agenda.

- ◆ Recommended that the Board:

1. Award a master services contract for consulting program management and owner engineering services to Jacobs Engineering Team Inc, in the amount of \$9,113,805; and
2. Authorize the General Manager to execute the contracts, subject to non-

substantive changes.

as an Action item on the July 19, 2023 Board meeting agenda.

3A – 3E. INFORMATION ITEMS

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

- ◆ Operations and Maintenance Department Quarterly Update
- ◆ Land Lease and Development – RP-5 Solids Handling Facility Site Request for Proposals Update
- ◆ Groundwater Recharge Update
- ◆ Planning and Resources Department Update
- ◆ RP-5 Expansion Project Update – July 2023

4. GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh stated in 2017, WaterReuse CA (WRCA) sponsored legislation AB 574 that required the State Water Board to adopt uniform criteria for permitting Direct Potable Reuse (DPR) through raw water augmentation on or before December 31, 2023. IEUA appears to be on track to meet that deadline. On July 11, 2023, after two years of development, the State Water Board issued an advanced copy of the proposed draft DPR regulations. The 45-day comment period for the formal rulemaking will not begin until July 21, 2023 effectively allowing an extra 10 days for review.

WRCA organized a group of industry experts to evaluate the draft regulations and will be prepared to provide written comments and lead a panel discussion at the September 7 workshop. General Manager Deshmukh explained that he is included in WRCA's review process and expects to submit comments on behalf of IEUA in support of a workable regulatory framework for DPR. General Manager Deshmukh recognized the incredible contributions of Jennifer West, Beth Olhasso, and the West Coast Advisors team for working diligently throughout the process. This moment has been decades in the making and, if approved, will mark a significant advancement in water resources engineering.

Mr. Deshmukh also reported that the Agency participated in National Safety Month in June by providing staff weekly newsletters on a variety of topics, including ergonomics, safe lifting, heat illness, personal protective equipment (PPE), and situational awareness; and were also given weekly safety trivia questions and a chance to receive safety incentives.

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 Tule adjourned the meeting at 11:49 a.m.

Respectfully submitted,

Denise Garzaro
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: SEPTEMBER 13, 2023

**CONSENT
ITEM
1B**

Date: September 20, 2023

To: The Honorable Board of Directors

ADD
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

09/13/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Memorandum of Understanding with Ontario Municipal Utilities Company for Philadelphia Lift Station Force Main Improvements

Executive Summary:

The Philadelphia Lift Station Force Main Improvements Project was identified in 2018 as a priority project due to the infrastructure being at the end of its useful life and reduced capacity from material build-up. Additional improvements are needed to increase operational flexibility to provide staff with several alternatives to control flow during maintenance activities. This project will replace two force main pipelines, install overflow protection, and line an emergency storage pond. In July 2018, the Board of Directors awarded a consultant contract to GHD Inc., for the Philadelphia Force Main Improvements Project.

After the construction of this project, Ontario Municipal Utilities Company (OMUC) will be constructing a new recycled water main along Philadelphia Avenue which follows the same alignment as these new force mains. During the second phase of construction, a joint construction trench will be used for one force main and OMUC's recycled water line. A Memorandum of Understanding (MOU) with OMUC was prepared to outline the roles and responsibilities of IEUA and the City of Ontario to allow for the construction of both pipelines. The MOU was approved by the City of Ontario's City Council on August 15, 2023.

Staff's Recommendation:

Authorize the General Manager to execute the Memorandum of Understanding with Ontario Municipal Utilities Company for the Philadelphia Force Main Improvements, Project No. EN23002.

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

Account/Project Name:

EN23002 Philadelphia Lift Station Force Main Improvements

Fiscal Impact (explain if not budgeted):

Prior Board Action:

January 19, 2022: The Board of Directors approved a contract amendment to GHD for the not-to-exceed amount of \$163,277.

February 19, 2020: the Board of Directors approved a contract amendment to GHD for the not-to-exceed amount of \$248,334.

July 18, 2018: the Board of Directors approved a contract award to GHD for the Philadelphia LS Force Main and the Regional Force Main Projects, for the not-to-exceed amount of \$873,696.

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, 2, and 3 as defined respectively in Section 15301(b), 15302(c), and 15303(d) of the State CEQA Guidelines."

Business Goal:

The Philadelphia Lift Station Force Main Improvements 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.

Attachments:

Attachment 1 - PowerPoint

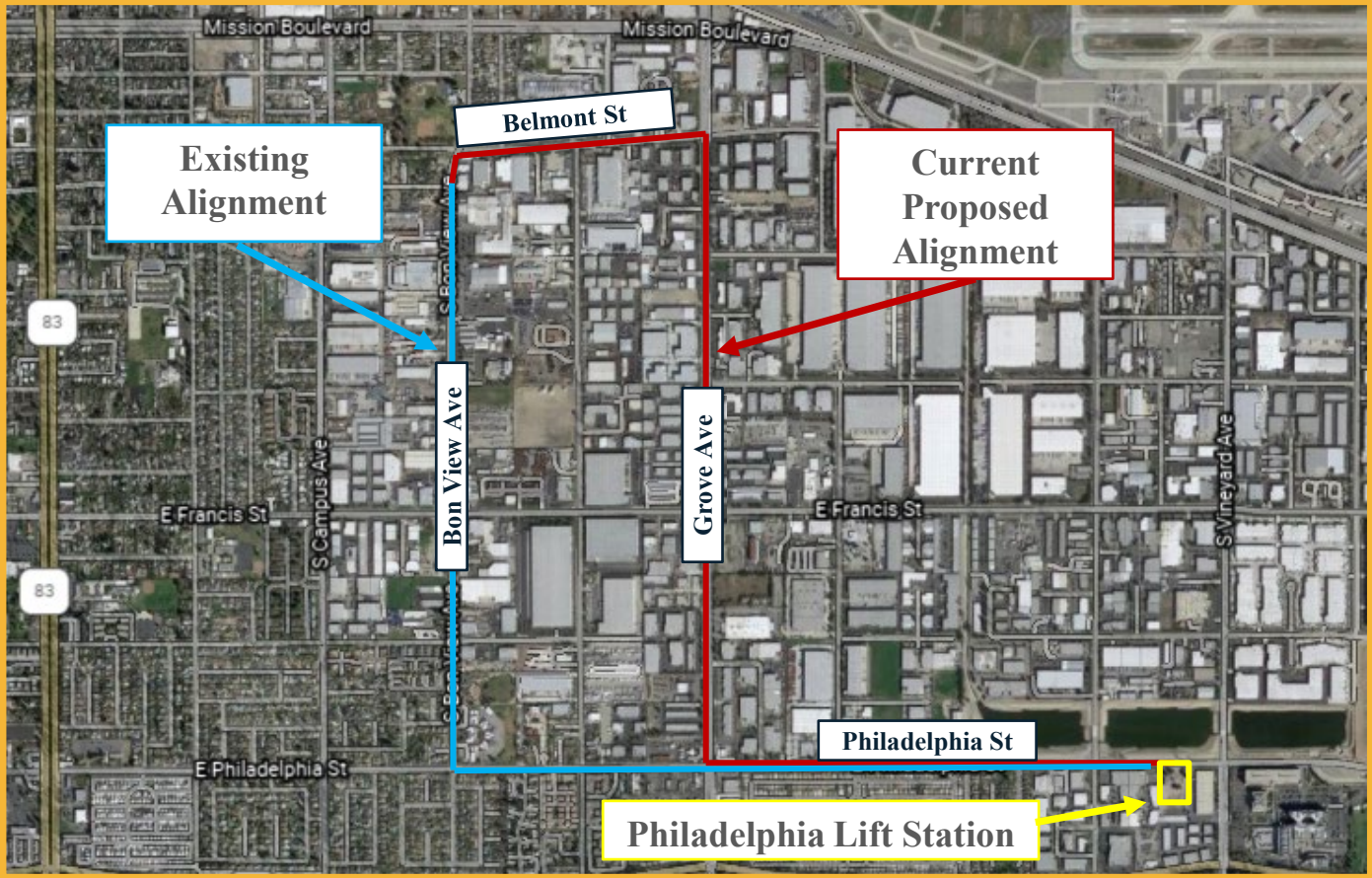
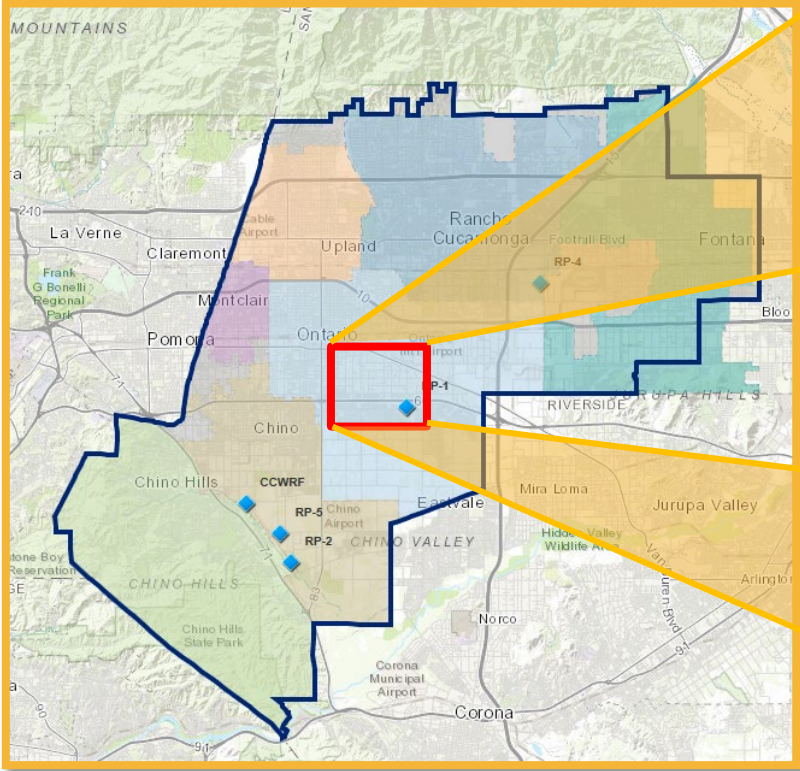
Attachment 2 - MOU

Attachment 1

Memorandum of Understanding with Ontario Municipal Utilities Company for Philadelphia Lift Station Force Main Improvements Project No. EN23002

Jamal Zughbi, PE
Acting Principal Engineer
September 2023

Project Location



Project Scope

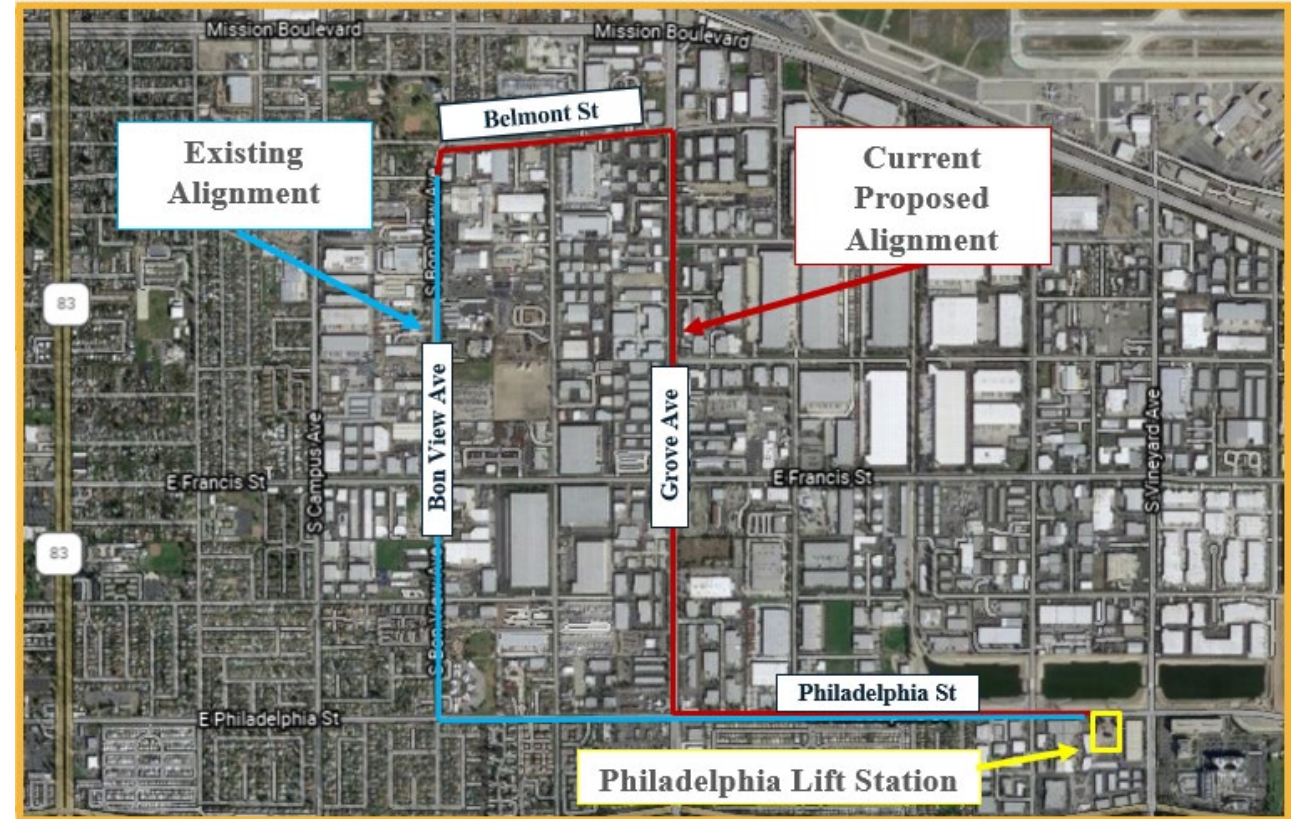
- Project scope includes:
 - New 18-inch diameter dual HDPE force mains
 - Isolation valves
 - Air relief valves and blow-offs
 - Maintenance access vaults Approximately every 500 feet
 - Hydraulic analysis of lift station



Philadelphia Lift Station

Memorandum of Understanding

- Phase 1:
 - IEUA to construct one force main in its entirety
 - Partially construct second force main; install line on Bon View Ave., Belmont St., and Grove Ave. Remaining portion on Philadelphia St. to be constructed in Phase 2
- Phase 2:
 - Philadelphia St. portion of second force main to be constructed concurrently in a joint trench with OMUC's new recycled water main
 - Split costs for work in joint trench
- Existing asbestos force mains will be abandoned in place at this time but will eventually be removed by IEUA when OMUC needs that corridor for future projects



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$1,487,248
Consultant Design Contract (EN23002)	\$549,379*
Amendment No. 1 (EN23002)	\$14,544
Amendment No. 2 (EN23002)	\$248,334
Amendment No. 4** (EN23002)	\$163,277
IEUA Design Services (Actuals)	\$511,714
Construction Services	\$1,463,433
Engineering Services During Construction (4%)	\$650,415
IEUA Construction Services (5%)	\$813,018
Construction	\$17,886,402
Construction (estimate for EN23002)	\$16,260,365
Contingency (10%)	\$1,626,037
Total Project Cost:	\$20,837,083
Total Project Budget:	\$23,109,407
Remaining Budget:	\$2,272,325

Project Milestone	Date
Design	
Consultant Design Contract Award	July 2018
Design Completion	March 2024
Construction	
Construction Contract Award	June 2024
Construction Completion	June 2026

* The original contract amount of \$873,636 includes the design of the subject Project, No. EN23002, in addition to the Regional Force Main Improvements, Project No. EN19025.

**Amendment No.3 was for GHD to provide construction support services for Project No. EN19025

Staff's Recommendation

Authorize the General Manager to execute the Memorandum of Understanding with Ontario Municipal Utilities Company for the Philadelphia Force Main Improvements, Project No. EN23002.

The Philadelphia Force Main Improvements Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

Attachment 2

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE INLAND EMPIRE UTILITIES AGENCY AND
THE ONTARIO MUNICIPAL UTILITIES COMPANY**

This Memorandum of Understand (“MOU”) between the Inland Empire Utilities Agency (“IEUA”) and the City of Ontario (“City”) is entered into on _____ (“Effective Date”) and establishes and documents the below-detailed level of participation and support for the construction of IEUA’s Philadelphia Force Main Improvements Project (EN23002) (“IEUA Project”) and the City’s Euclid Avenue Recycled Water Project (“City Project”). IEUA and City may be referred to collectively as the “Parties,” and singularly as a “Party.”

RECITALS

WHEREAS, IEUA owns, operates, and maintains the Non-Reclaimable Wastewater System (“NRWS”) within its service area which provides the disposal means for discharges of high-salt-content industrial wastewater; and,

WHEREAS, IEUA owns, operates, and maintains the Regional Recycled Water System within its service area which provides recycled water for a regional benefit; and,

WHEREAS, IEUA has identified in the Northern NRWS two 50-year-old asbestos cement force main pipelines in need of replacement due to strained capacity, age, and pipe material (“Asbestos Lines”); and,

WHEREAS, IEUA has undertaken the IEUA Project that will construct a new force main pipeline with clean out vaults (“Phase 1 Main”) in Philadelphia Street between Grove Avenue and an existing IEUA lift station approximately 800 feet east of Baker Avenue, in Grove Avenue between Philadelphia Street and Belmont Street, in Belmont Street between Grove Avenue and Bon View Avenue, and in Bon View Avenue between Belmont Street and Woodlawn Street; and,

WHEREAS, the IEUA Project includes a second new force main pipeline with clean out vaults (“Phase 2 Main”) that would be constructed concurrently with the Phase 1 Main by IEUA along a parallel alignment, except in Philadelphia Street which will be constructed at a later date; and,

WHEREAS, the IEUA Project would abandon in-place the current asbestos cement force main pipelines in Philadelphia Street, west of Grove Avenue as a part of the Phase 1 Main and remove and replace the current asbestos cement force main pipelines in Philadelphia Street, east of Grove Avenue at a later date along with that portion of the Phase 2 Main; and,

WHEREAS, the City’s Project will construct new recycled water pipelines to extend recycled water service to western Ontario along the Euclid Avenue corridor from a point

of connection to the Regional Recycled Water system at Baker Avenue and Philadelphia Street; and,

WHEREAS, insufficient space exists in Philadelphia Street for IEUA to construct the IEUA Project without conflicting with future planned City utilities ("Future City Project(s)"), including the City Project; and,

WHEREAS, the City and IEUA have jointly identified an opportunity to partner to meet common needs through the use of a joint construction trench that would reduce future capital costs for both Parties, reduce current and future Operations and Maintenance ("O&M") costs for IEUA and increase recycled water benefits for both IEUA and the City; and,

WHEREAS, the City and IEUA have jointly acknowledged that the City Project connection point to the Regional Recycled Water System may alternatively be made from two (2) other points of connection at 1) Fourth Street and Euclid Avenue intersection and at 2) Riverside Drive and the Cucamonga Channel intersection subject to IEUA's verification of sufficient availability and/or hydraulic capacity in the Regional Recycled Water System; and;

WHEREAS, the availability and the permitted use of Recycled Water from the Regional Recycled Water System shall be consistent with the City's entitlement and will be addressed by the Parties in good faith outside of this MOU.

TERMS

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

I. DUE DILIGENCE

Both Parties agree to complete their respective due diligence for the feasibility of the IEUA Project and the City Project prior to any significant expenditure that would be subject to any cost sharing provision of this MOU. Due diligence may include, but shall not be limited to: engineering and geologic evaluations, economic evaluations, cost/benefit analysis or other evaluations and/or studies deemed prudent by either Party. Unless otherwise provided in this MOU, any due diligence activity performed by a Party shall be at the Party's sole cost and expense.

II. IEUA'S RESPONSIBILITIES

- A. During the first stage of the Project, IEUA shall install only one 18-inch Force Main ("Phase 1 Main") in Philadelphia Street, and two 18-inch Force Mains in Grove Avenue, Belmont Street, and Bon View Avenue. The existing 12-inch and 18-inch Northern NRWS force mains shall continue in operation during the first stage of construction. Once completed they will remain in place in Philadelphia Street, east

of Grove Avenue to connect to the Phase 1 Main constructed in Grove Avenue to provide redundancy/reliability for the Phase 1 Project.

- B. If IEUA and the City determine that the City Project point of connection to the Regional Recycled Water System must be made at the intersection of Baker Avenue and Philadelphia Street, IEUA shall begin the second stage of the Project including removal of the existing Northern NRWS force mains east of Grove Avenue to be replaced with a new, second force main ("Phase 2 Main"). The City's new recycled water main ("RW Main") will be incorporated into IEUA's construction contract and installed by IEUA concurrently in a joint construction trench with IEUA's Phase 2 Main. This Phase 2 Main will be at approximately the same elevation as the Phase 1 Main, below the City's recycled water main in accordance with City Standards and requirements by the State Water Resources Control Board – Division of Drinking Water.
- C. When the City's Project results in a joint construction trench for the RW Main in proximity to the Phase 2 Main installed with the IEUA Project, IEUA shall be responsible for half (50%) of all excavation, backfill, compaction, compaction testing, paving, traffic control and site surface restoration costs associated with the installation of the City's RW Main, to the depth of the pipe bedding. IEUA shall be responsible for all costs associated with the installation of the Phase 2 Main below the City's RW Main bedding depth in such a joint construction trench, and those costs not associated with the City's Project.
- D. During construction of the Phase 2 Main and City RW Main, IEUA will invoice the City for the City portion of costs defined in Section II and Section III of this MOU on a monthly basis. In addition, IEUA will invoice the City for a pro rata share of the construction management, inspection, survey, and material testing for the Phase 2 Main and RW Main.
- E. IEUA shall abandon in place the existing Northern NRWS force mains located along Philadelphia Avenue, west of Grove Avenue ("Existing IEUA Mains"). These Existing IEUA Mains will remain inactive until IEUA is provided notice that the corridor is needed for a new City Recycled Water Line, Potable Water Line, Sewage Collection Line, or Stormwater Collection Line ("Future City Project").
- F. During any Future City Project, IEUA shall be solely responsible for all costs related to the removal and disposal of abandoned asbestos line sections of the Northern NRWS that interferes, or may, in any way, have the potential to interfere, with a Future City Project ("Asbestos Line Removal Work"). The Asbestos Line Removal Work will be completed by the City through the Future City Project.
- G. IEUA shall pay the City invoices for the Asbestos Line Removal Work which will include 50% of any shared trench costs and 100% of the costs for the removal and disposal of the Asbestos Line, which includes costs to comply with Procedure 5 asbestos removal requirements and inspections required by the Air Quality

Management District. IEUA shall pay any such invoice within forty-five (45) days of receipt.

- H. IEUA shall review and confirm the hydraulic capacity at the three potential City Project connection points. Upon confirmation, IEUA will provide written documentation to Ontario of the hydraulic capacity available at each potential point of connection.

III. CITY'S RESPONSIBILITIES

- A. The City will be the lead agency for the development of Future City Projects and City will be responsible for all preliminary costs associated with Future City Project development, which may include, but not limited to; site acquisition and purchase, CEQA and CEQA compliance, site investigations, permits, design and construction.
- B. If the City and IEUA determine that the City Project point of connection will need to be made from Baker Avenue and Philadelphia Street, City shall be responsible for 100% of the associated design costs and half (50%) of all excavation, backfill, compaction, compaction testing, paving, traffic control and site surface restoration costs associated with the installation of the City's RW Main, to the depth of the pipe bedding, and all other costs related associated with the City's Project.
- C. City shall pay any invoices for the City's portion of the Phase 2 Main and RW Main construction within forty-five (45) days of receipt.
- D. City shall provide written notification to IEUA eighteen (18) months in advance of upcoming Future City Projects west of Grove Avenue that involve underground infrastructure work within the public right-of-way that will conflict with the IEUA abandoned Northern NRWS asbestos cement pipeline ("Future Work Notice"). IEUA agrees that this notice period is a sufficient period of time to enable IEUA to secure funding in future budgets for removal and proper disposal of asbestos cement pipeline sections interfering with a Future City Project.
- E. The City will perform the Asbestos Line Removal Work as part of Future City Project. The City shall invoice IEUA for 50% of any shared trench costs and 100% of the costs for the removal and disposal of the Asbestos Line. IEUA shall pay any such invoice within forty-five (45) days of receipt. In addition, the City will invoice IEUA for a pro rata share of the construction management, inspection, survey, and material testing for the Asbestos Line Removal Work.
- F. The City shall comply with Procedure 5 asbestos removal requirements and perform any required asbestos inspections required by the Air Quality Management District when handling and disposing of the Asbestos Lines.

IV. MUTUAL RESPONSIBILITIES AND BENEFITS

- A. If a decision to physically occupy shared utility corridor is made by the City and IEUA, the Parties shall share one (1) trench while simultaneously installing the City RW Main and Phase 2 Main into the shared utility corridor. IEUA shall select a contractor (with City's concurrence) to perform all the work within the shared utility corridor, sharing costs as stipulated in Section II and Section III.
- B. Each Party shall cause any work to be performed under this MOU in a good and workman-like manner and in compliance with all applicable laws.

V. TERM & TERMINATION

This MOU will commence on the Effective Date and remain in effect for ten (10) years ("Term"). The Term may be extended by mutual, written agreement of the Parties.

Either Party may request termination of this MOU upon written notice to the other Party. Upon mutual, written agreement of the Parties, this MOU will be terminated; provided, however, that the terms of this Agreement with respect to any obligation performed up to and until the date of termination, including, without limitation, any indemnification obligation, will survive the expiration or early termination of this MOU.

VI. INDEMNIFICATION AND HOLD HARMLESS

- A. IEUA shall defend, indemnify and hold harmless the City and its directors, officials, officers, agents and employees free and harmless from and against any and all claims, demands, causes of action, costs, liabilities, expenses, losses, damages or injuries of any kind in law or equity ("claims"), including, without limitation, damages to persons or property, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct committed by IEUA, its directors, officials, officers, agents and employees in connection with the Project, the Initial Main, Second Main, any work performed by IEUA on the Asbestos Lines, the Asbestos Line Removal Work and the work performed by an Asbestos Contractor related thereto, and IEUA's obligations under this MOU. IEUA shall defend at its own expense, the City, its directors, officials, officers, agents and employees in any legal action based upon such negligent acts, omissions or willful misconduct committed by IEUA.
- B. The City shall defend, indemnify and hold harmless IEUA and its directors, officials, officers, agents and employees free and harmless from and against any and all "claims", including, without limitation, damages to persons or property, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct committed by the City, its directors, officials, officers, agents and employees in connection with Future Projects and in performance of its obligations under this MOU. The City shall defend, at its own expense, IEUA, its directors, officials, officers, agents, and employees in any legal action based upon such negligent acts, omissions or willful misconduct committed

by the City.

VII. NOTICES

Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

<u>CITY:</u> <u>1425 South Bon View Avenue</u> <u>Ontario</u> _____, CA 91761_____ <u>ATTN: Scott Burton, Utilities General</u> <u>Manager</u> _____	<u>IEUA:</u> <u>6075 Kimball Avenue</u> <u>Chino</u> _____, CA 91708_____ <u>ATTN: Warren Green, Manager of</u> <u>Contracts and Procurement</u> _____
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Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

VIII. MISCELLANEOUS PROVISIONS

- A. Each Party's obligations under this MOU may not be assigned or transferred to another person, firm, or entity at any time without prior written consent of both City and IEUA.
- B. This MOU shall be governed by the laws of the State of California. The Parties agree that the venue for any action or claim brought by any party to this MOU shall be in the County of San Bernardino.
- C. This MOU contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement oral or written. This MOU supersedes any prior written or oral agreements between the Parties, both oral and written. This MOU may only be modified in a writing signed by both Parties.
- D. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- E. If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- F. Neither Party in the performance of any and all duties under this MOU, except as otherwise provided in this MOU, has any authority to bind the other to any agreements or undertakings. Each Party has the full power and authority to enter

into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

- G. Should litigation be necessary to enforce any terms or provisions of this MOU, then each Party shall bear its own costs related to litigation, collection expenses, witness fees, court costs and attorney's fees.
- H. This MOU and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- I. Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included herein.

NOW, THEREFORE, as evidenced by the signatures that follow, IEUA and City mutually agree to enter into this MOU as of the date(s) shown below.

**INLAND EMPIRE UTILITIES
AGENCY**

Dated: _____, 20____

Signature: _____

Print Name: Shivaji Deshmukh, P.E.

Print Title: General Manager

CITY OF ONTARIO

Dated: _____, 20____

Signature: _____

Print Name: _____

Print Title: _____

**ACTION
ITEM
2A**

Prior Board Action:

On December 18, 2019, the Board of Directors approved an aggregate consultant contract for Project Management, Inspection, and Administrative Services to Butier Engineering, Carollo Engineers, GK & Associates, Michael Baker International, MWH Contractors, Project Partners, Wallace & Associates, and Wood Environmental for a total aggregate not-to-exceed amount of \$10 million over a five-year period, with two, one-year options to extend.

Environmental Determination:

Not Applicable

Business Goal:

The Project Management, Inspection, and Administrative Services Master Contract Amendment is part of IEUA's Wastewater Management Business Goal that IEUA is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract Amendments (Click to Download)

<https://www.dropbox.com/work/Engineering/Project%20Management%20Amendment>

Attachment 1



Project Management, Inspection, and Administrative Services Master Contracts Amendment

Jerry Burke, PE
Director of Engineering
September 2023

Contract Background

- IEUA has been using staff augmentation contracts since 2008
 - Provides IEUA the ability to ramp up/down staff in response to workload
 - Positions include Project Managers, Construction Managers, Specialty Engineers, Controls Specialist, Inspectors, Cost Estimators, and Project Administrative Assistants
- Current master services agreement
 - Current Term: December 2019 – December 2024
 - Five-year term, with two, one-year extensions
 - Awarded Aggregate amount of \$10M



Contract Process

- Once Master Agreement is Activated and Consultant Support is Needed
 - IEUA staff issues staffing request on project-by-project basis
 - Consultants submit qualifications
 - IEUA reviews, interviews then selects staff
 - Process repeats with consultants who have not been utilized
 - Engineering ensures parity among consultants

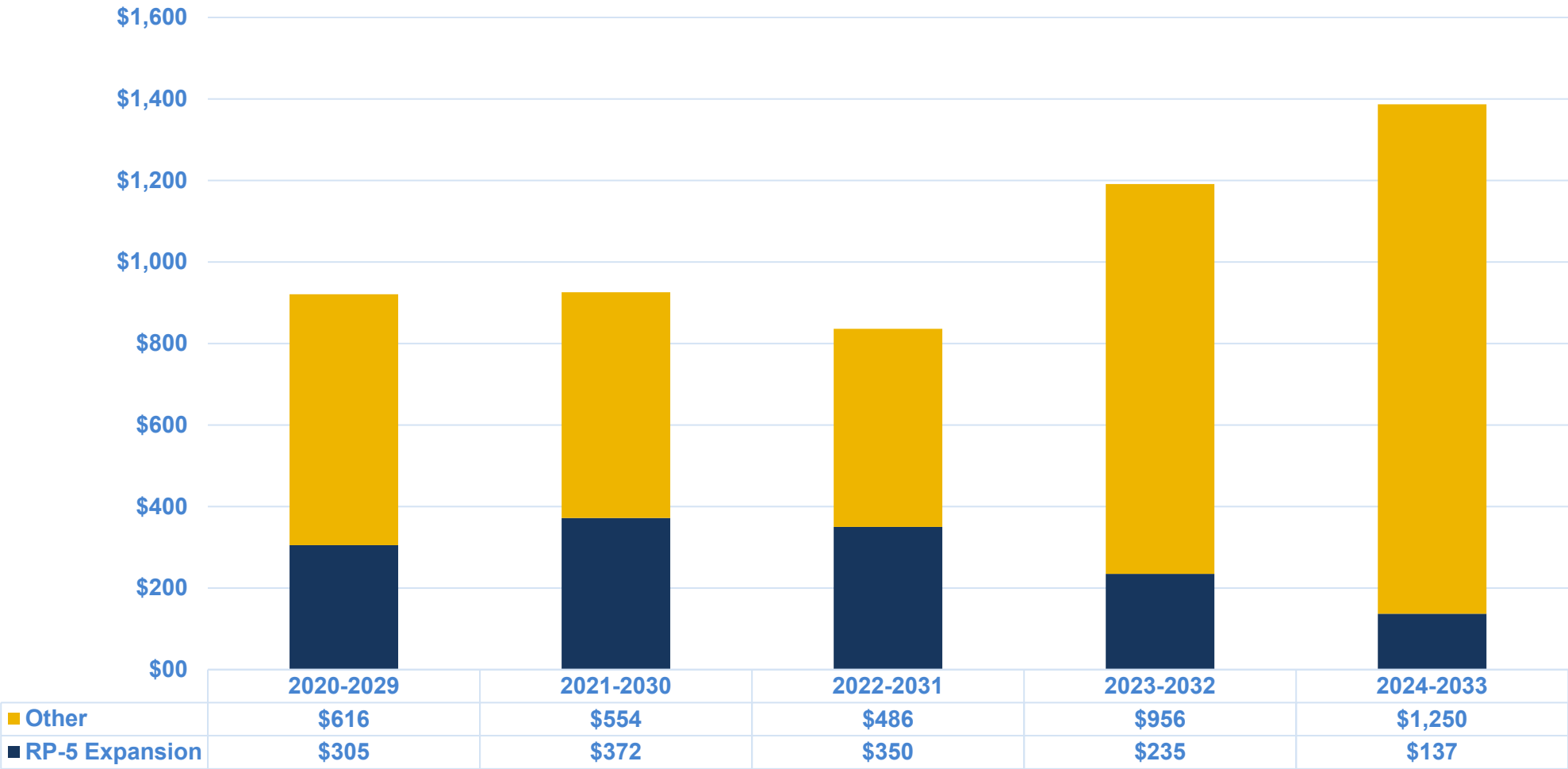
Master Contract Consultants			
Butier Engineering	Michael Baker International	Wallace & Associates	GK & Associates
Carollo Engineers	MWH Contractors	Wood Environmental	Project Partners

Projects

- Total 155 Projects for FY 2023/24 – FY 2024/25

Partial Project List FY 2023/24			
Project Number	Project Description	2024	2025
RW15003	Recharge Master Plan Update	1,800,000	266,506
EN20064	NSNT Sewer Siphon Replacement	2,385,000	276,000
EN23002	Philadelphia Lift Station Force Main Imp	1,500,000	10,000,000
EN21041	RP-4 Chlorine Contact Basin Cover Repair	2,250,000	2,750,000
EN23037	Etiwanda Interceptor Grade Break RW Rel	2,835,000	1,315,000
EN23121	1299 Reservoir Paint/Coating Repairs and	1,700,500	190,000
EN23123	RP-4 Outfall Valve Replacement and Blow	1,450,000	800,000
WR23001	Replenishment Facilities	2,500,000	3,500,000
PL19005	Chino Basin Program	3,500,000	1,000,000
EN13016	SCADA Enterprise System	6,800,000	7,400,000
EN17042	Digester 6 and 7 Roof Repairs	2,800,000	2,200,000
EN19009	RP-1 Energy Recovery	1,500,000	1,500,000
EN20057	RP-4 Process Improvements Phase II	1,125,000	6,325,000
EN21053	RP-1 Old Effluent Structure Rehabilitati	1,350,000	750,000
EN22027	RP-1 Repurpose Lab	1,236,600	1,137,400
EN23000	RP1 Device Net Replacement	1,200,000	2,000,000
EN23111	RP1 Headworks Bar Screen System Improvem	2,790,000	310,000
EN11039	RP-1 Disinfection Pump Improvements	4,119,750	457,750
EN17006	CCWRF Asset Management and Improvements	8,775,000	12,975,000
EN21045	Montclair Force Main Improvements	1,800,000	3,800,000
EN22022	RP-1 Air Compressor Upgrades	1,440,000	2,860,000
EN22044	RP-1 Thickening Building & Acid Phase Di	15,000,000	45,000,000
AM24004	RO Asset Management TS Projects	1,000,000	1,000,000
EN24025	REEP Return to Service Capital	4,000,000	1,800,000

TYCIP History



Proposed Aggregate Amendment Request

- Contract increase is for the remainder of Fiscal Year (FY) 2023/24, FY 2024/25, and first half of FY 2025/26
- Extend the contract through December 2025
- Total amendment request is for a not-to-exceed amount of \$24M

Year	FY 2023/24	FY 2024/25	FY 2025/26 (six months)	Contract Amendment
Total	\$9,000,000	\$10,000,000	\$5,000,000	\$24,000,000

Staff's Recommendation

1. Amend the existing aggregate master consultant contract for Project Management, Inspection, and Administrative Services with Butier Engineering, Carollo Engineers, GK & Associates, Michael Baker International, MWH Contractors, Project Partners, Wallace & Associates, and Wood Environmental for an additional total aggregate not-to-exceed amount of \$24,000,000 over a two-year period, increasing the contract from \$10,000,000 to \$34,000,000 (240% increase) extending the contract through December 2025; and
2. Authorize the General Manager to execute the master contract amendments subject to non-substantive changes.

The Project Management, Inspection, and Administrative Services Master Contract Amendment is part of **IEUA's Wastewater Management Business Goal** that IEUA is committed to meeting regional demands in an environmentally responsible and cost-effective manner.

**ACTION
ITEM
2B**

Date: September 20, 2023

To: The Honorable Board of Directors

ADD
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

09/13/23

Executive Contact: Christiana Daisy, Deputy General Manager

Subject: In-N-Out Burger Inland Empire Brine Line Capacity Right Agreement

Executive Summary:

In-N-Out Burger (INO) owns and operates a facility located at 16000 Quality Way, Chino, CA 91708 that produces meat and spreads/sauces that is then distributed to their various restaurant locations. On May 11, 2020, INO acquired four Inland Empire Brine Line (Brine Line) Capacity Units. INO is increasing production and is therefore requesting the purchase of two additional Brine Line Capacity Units.

The IEUA Resolution No. 2023-6-4 and Ordinance No. 106 defines the manner in which INO may acquire and utilize Capacity Right through Agreement with IEUA and sets forth the provisions governing disposal of wastewater into the Brine Line. Staff has verified there is available pipeline capacity for this additional requested discharge need. The attached Capacity Right Agreement has been reviewed by IEUA's General Counsel.

Staff's Recommendation:

1. Approve the sale of two (2) Brine Line Capacity Units to In-N-Out Burger for \$430,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the Agency's Non-Reclaimable Wastewater (NC) Fund will be increased by \$430,000 from the sale of two Brine Line Capacity Units in FY 2023/24.

Prior Board Action:

On May 11, 2020, the Board of Directors approved the sale of four Brine Line Capacity Units to In-N-Out Burger.

Environmental Determination:

Not Applicable

Business Goal:

The sale of two Capacity Units to In-N-Out Burger is consistent with IEUA's Business Goal of Environmental Stewardship by meeting federal, state, and local pretreatment regulations, helping to ensure protection of the water recycling plants, and safeguarding public health and the environment.

Attachments:

Attachment 1 - Presentation

Attachment 2 - Capacity Right Agreement No. 4600002895-001

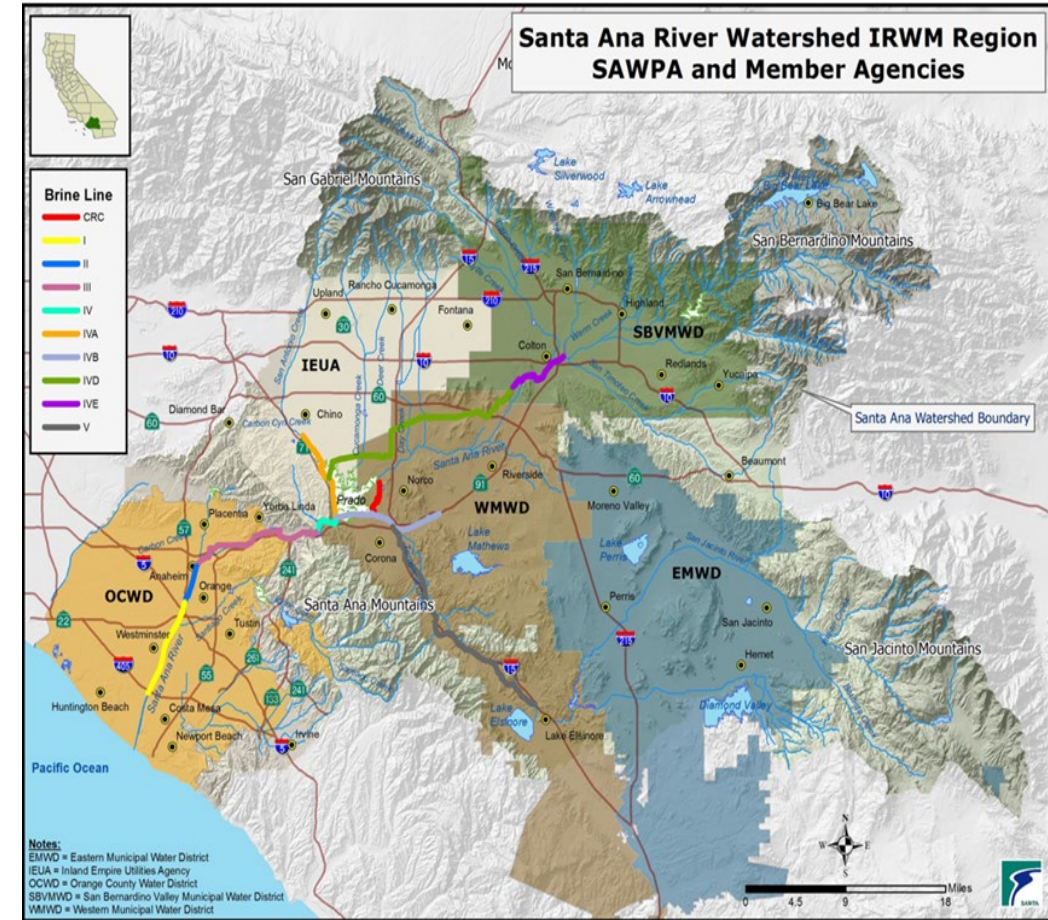


In-N-Out Burger Inland Empire Brine Line Capacity Right Agreement

Branden Hodges
Environmental Resources Planner II
September 2023

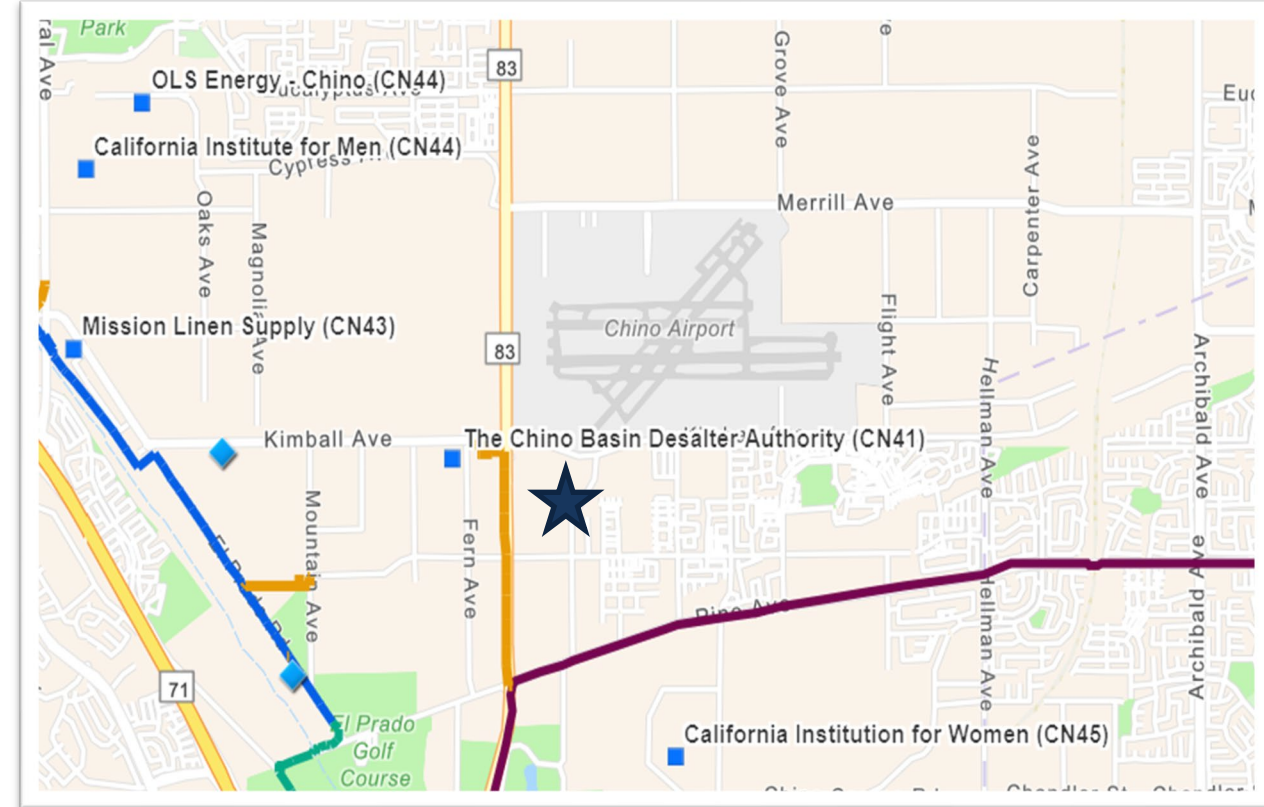
Brine Line Capacity

- **SAWPA Brine Line Member Agencies**
 - Inland Empire Utilities Agency
 - Eastern Municipal Water District
 - San Bernardino Valley Municipal Water District
 - Western Municipal Water District
- **Brine Line Dischargers**
 - Industrial wastewater discharge permit & Brine Line capacity
- **IEUA Brine Line Capacity - \$215,000 per 15 GPM**
 - Two components: Pipeline and Treatment & disposal capacity
 - 2.088 MGD Pipeline capacity available
 - 0.204 MGD of Treatment & Disposal capacity available



In-N-Out Burger | Chino

- In-N-Out Burger
 - Current System:
 - Treats wastewater generated during meat processing and spread/sauce manufacturing
 - TSS, FOG and BOD
 - Capacity: 60 gallons per minute
 - Wastewater is currently discharged through direct connection to Brine Line
 - Proposed Discharge Increase
 - Capacity: 90 gallons per minute
 - Production demands are increasing
- In-N-Out Burger Request:
 - Acquire two additional capacity units for the Brine Line



Staff's Recommendation

1. Approve the sale of two (2) Brine Line capacity Units to In-N-Out Burger, for \$430,000; and
2. Authorize the General Manager to execute the Capacity Right Agreement, subject to non-substantive changes.

The sale of two Capacity Units to In-N-Out Burger is consistent with IEUA's Business Goal of Environmental Stewardship by meeting federal, state, and local pretreatment regulations, helping to ensure protection of the water recycling plants, and safeguarding public health and the environment.

CAPACITY RIGHT AGREEMENT
Agreement Amendment No. 4600002895-001

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2023, by and between Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by the virtue of the laws of the State of California (hereinafter called interchangeably “Agency” or “IEUA”), and In-N-Out Burger, A California Corporation, (hereinafter referred to as “User”) for the purchase of capacity right.

WHEREAS, the Agency owns and operates a system of pipelines for disposal of non-reclaimable and industrial wastewater, hereinafter called “Disposal System;” and

WHEREAS, the Agency’s Board of Directors has adopted Resolution No. 2023-6-4 and Ordinance No. 106, which ordains the manner in which a person may obtain and utilize Capacity Right through Agreement with the Agency and sets forth provisions governing disposal of wastewater into the Disposal System. As used herein, Resolution No. 2023-6-4 and Ordinance No. 106 includes any amendments or successor Resolutions or Ordinances thereto; and

WHEREAS, User owns and operates a meat processing and spread/sauce manufacturing facility located in the City of Chino California, identified on the attached (Exhibit A) Assessor Parcel Map APN: 1055-231-05-0000, 1056-101-02-0000, and 1056-111-05-0000 of the County of San Bernardino, State of California; and

WHEREAS, User currently owns a Capacity Right of four (4) Capacity Units in the Disposal System and has the qualified right to discharge a maximum instantaneous discharge rate not to exceed 60 gallons per minute (Capacity Agreement No. 4600002895 dated 05/11/2020; and

WHEREAS, User has reviewed Resolution No. 2023-6-4 and Ordinance No. 106 and, pursuant to the terms and conditions, desires to purchase two (2) additional Capacity Units to secure the right to dispose of wastewater resulting from meat processing, spread production, and water softener backwash to the Disposal System.

NOW, THEREFORE, IT IS AGREED between the Agency and User as follows:

1. INCORPORATION OF RESOLUTION AND ORDINANCE. Resolution No. 2023-6-4 and Ordinance No. 106, adopted by the Agency on February 21, 2018, and amended from time to time thereafter, are incorporated as part of this Agreement as set forth in full.
2. COMPLIANCE WITH RESOLUTION AND ORDINANCE. User agrees to discharge only such wastes that are acceptable to the Agency and shall comply with all

provisions of Resolution No. 2023-6-4 and Ordinance No. 106 and any amendments thereto.

3. **APPLICABLE REAL PROPERTY.** The Capacity Right herein agreed upon applies to the real property described in Exhibit “A” attached and made a part hereof. User shall not convey title to said Capacity Right, sublet or rent the use of said Capacity Right or, in any manner, permit the use of said Capacity Right by others to the extent authorized herein.
4. **CAPACITY CHARGE AND CAPACITY RIGHT.** User, in consideration of this Agreement, agrees to pay the Agency the total aggregate sum of Four Hundred and Thirty Thousand dollars (\$430,000) for two (2) additional Capacity Units. The Agency, in consideration of User’s request, agrees to provide User a cumulative total of six (6) Capacity Units and the qualified right to discharge a quantitative maximum discharge limit not to exceed ninety (90) gallons per minute.
5. **SERVICE CHARGE.** User, in consideration of this Agreement, agrees to pay the Agency the applicable monthly wastewater service charge including, but not limited to, the volumetric, capacity and strength charge, capital improvement program charge, operation and maintenance charge, and administrative charge if applicable, as established and required by the Agency’s resolution or amendment to Resolution No. 2023-6-4 and Ordinance No. 106 which is adopted from time to time by the Agency’s Board of Directors. The Agency shall invoice User directly for this charge.

IN WITNESS THEREOF, the Agency and User have executed this Agreement Amendment on the date first above written.

Inland Empire Utilities Agency (“the Agency”)
(A Municipal Water District)

By/Signature: _____

Name: Shivaji Deshmukh, P.E.

Title: General Manager

In-N-Out Burger, A California Corporation (“User”)

By/Signature: _____

Name: Sean Finnegan

Title: Department Head, Facilities Planning & Development

Agreement Amendment No. 4600002895-001 (RW)

In-N-Out Burger, A California Corporation

Capacity Right Agreement 09/20/23

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 'A'

IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING PARCEL 'A' OF LOT LINE ADJUSTMENT NO. 21-01 RECORDED JANUARY 13, 2022 AS INSTRUMENT NO. 2022-0015922, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF PARCEL 1, PARCEL 2, AND A PORTION OF PARCEL 3 OF PARCEL MAP 19756, RECORDED IN BOOK 255, PAGES 89 THROUGH 99, INCLUSIVE, OF PARCEL MAPS IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PARCEL 2;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, SOUTH 45°47'54" EAST, A DISTANCE OF 561.27 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE, CONTINUING ALONG SAID NORTHERLY LINE, AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3, NORTH 35°40'15" EAST, A DISTANCE OF 248.55 FEET;

THENCE, LEAVING THE NORTHWESTERLY LINE OF SAID PARCEL 3, SOUTH 54°19'16" EAST, A DISTANCE OF 34.28 FEET;

THENCE, SOUTH 35°02'48" EAST, A DISTANCE OF 60.89 FEET;

THENCE, SOUTH 52°35'29" EAST, A DISTANCE OF 322.60 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 38°34'57" WEST, A DISTANCE OF 61.31 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 887.00 FEET;

THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, AND ALONG THE EASTERLY LINE OF SAID PARCEL 2, AND THE EASTERLY LINE OF SAID PARCEL 1, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°12'14" AN ARC DISTANCE OF 606.92 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 1, SOUTH 00°37'17" EAST, A DISTANCE OF 324.70 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, SOUTH 89°16'50" WEST, A DISTANCE OF 623.08 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE, ALONG THE WESTERLY LINE OF SAID PARCEL 1, AND THE WESTERLY LINE OF SAID PARCEL 2, NORTH 00°37'00" WEST, A DISTANCE OF 1,398.51 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18.33 ACRES, MORE OR LESS.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 'B'

IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING PARCEL 'B' OF LOT LINE ADJUSTMENT NO. 21-01 RECORDED JANUARY 13, 2022 AS INSTRUMENT NO. 2022-0015922, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL 3 OF PARCEL MAP 19756, RECORDED IN BOOK 255, PAGES 89 THROUGH 99, INCLUSIVE, OF PARCEL MAPS IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF PARCEL 2 OF SAID PARCEL MAP 19756;

THENCE, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, SOUTH 45°47'54" EAST, A DISTANCE OF 561.27 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE;

THENCE, CONTINUING ALONG SAID NORTHERLY LINE, AND ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 3, NORTH 35°40'15" EAST, A DISTANCE OF 248.55 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE, LEAVING SAID NORTHWESTERLY LINE OF PARCEL 3, SOUTH 54°19'16" EAST, A DISTANCE OF 34.28 FEET;

THENCE, SOUTH 35°02'48" EAST, A DISTANCE OF 60.89 FEET;

THENCE, SOUTH 52°35'29" EAST, A DISTANCE OF 322.60 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 3;

THENCE, ALONG THE SOUTHEASTERLY, EASTERLY, NORTHERLY, AND NORTHWESTERLY LINES OF SAID PARCEL 3 THE FOLLOWING SEVEN COURSES AND DISTANCE:

NORTH 38°34'57" EAST, A DISTANCE OF 290.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 813.00 FEET;

NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°57'02" AN ARC DISTANCE OF 581.07 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, AND HAVING A RADIUS OF 253.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 87°37'55" EAST;

NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°50'54" AN ARC DISTANCE OF 47.90 FEET;

NORTH 13°12'59" WEST, A DISTANCE OF 24.30 FEET;

EXHIBIT "A"
LEGAL DESCRIPTION

NORTH 53°20'53" WEST, A DISTANCE OF 89.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, AND HAVING A RADIUS OF 2,079.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 05°33'50" EAST;

WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°09'05" AN ARC DISTANCE OF 150.63 FEET;

SOUTH 35°40'15" WEST, A DISTANCE OF 759.98 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 7.59 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: PROACTIVE ENGINEERING CONSULTANTS
UNDER THE DIRECTION OF:



CHARLES J. MOORE, L.S. 9106
JANUARY 28, 2022

EXHIBIT "B"

SHEET 1 OF 1

RANCHO SANTA ANA DEL CHINO
M.B. 6 / 15 S.B.C.O.
SECTION 30
(T.2S., R.7W., PROTRACTED)

SECTION 29

KIMBALL AVENUE

PARCEL 'A'

PARCEL 3

PARCEL 'B'
±7.59 ACRES

PARCEL MAP NO. 19756

TPOB
(PARCEL 'B')

POB
(PARCEL 'A' & 'B')

SOUTHWESTERLY LINE OF PARCEL 3
PARCEL MAP NO. 19756 PMB 255/89-99
N55°24'45"W (R)

LLA 21-01
INST. 2022-0015922 O.R.
REC. 1/13/2022

PARCEL 'A'
±18.33 ACRES

PARCEL 2

SOUTHERLY LINE OF PARCEL 2
PARCEL MAP NO. 19756
PMB 255/89-99

PMB 255/89-99

PARCEL 1

PARCEL 'A' LLA 2014-04
INST. 2016-0062918 O.R.

1008.53'
N01°24'45"W (R)
N05°33'50"W (R)
N87°37'55"E (PCC)
L1
L2
L= 581.07'
R= 813.00'

759.98'
914.80'

N35°40'15"E
N52°35'29"W
322.60'

290.86'
N38°34'57"E
352.17'

61.31'
N54°35'26"W
93.73'

410.11'
N55°24'45"W (R)
L= 606.92'

L= 460.19'
R= 887.00'

Δ= 29°43'34"
R= 887.00'

Δ= 39°12'14"
R= 887.00'

Δ= 39°12'14"
R= 887.00'

Δ= 39°12'14"
R= 887.00'

Δ= 39°12'14"
R= 887.00'

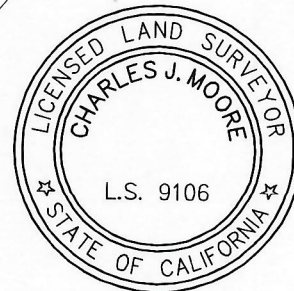
Δ= 39°12'14"
R= 887.00'

Δ= 39°12'14"
R= 887.00'

Δ= 39°12'14"
R= 887.00'



SCALE: 1"=200'



DATE SIGNED: 1/28/2022

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N53°20'53"W	89.37'
L2	N13°12'59"W	24.30'
L3	N00°38'08"W	54.09'
L4	N89°21'52"E	84.58'
L5	N54°19'16"W	34.28'
L6	N35°02'48"W	60.89'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	2079.00'	4°09'05"	150.63'
C2	253.00'	10°50'54"	47.90'
C3	887.00'	3°59'42"	61.85'
C4	887.00'	5°28'58"	84.88'

**ACTION
ITEM
2C**

Date: September 20, 2023

To: The Honorable Board of Directors

ADD
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

09/13/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Adoption of Resolution No. 2023-9-5, Adopting the 2023 Update to the Recharge Master Plan

Executive Summary:

Section 8.1 of the Peace II Agreement requires that Chino Basin Watermaster (Watermaster) and IEUA update and obtain Court approval of a Recharge Master Plan no less than every five years. The last Recharge Master Plan Update (RMPU) was filed in October of 2018 and thus an update is required.

Since August 2022, through the Recharge Investigations and Projects Committee meetings, West Yost, on behalf of Watermaster, drafted and presented its findings, recommendation, and implementation plan for the region's groundwater recharge system through the attached final 2023 RMPU. This was completed in late August 2023. To meet the required Court filing deadline, Board approvals from both Watermaster and IEUA are necessary. The approvals from both Boards for the 2023 RMPU are running concurrently.

No new stormwater or supplemental water projects are planned in this update. There are also no fiscal impacts to IEUA with the approval and adoption of the 2023 RMPU. The next scheduled update is 2028.

Staff's Recommendation:

1. Approve the 2023 Recharge Master Plan Update with non-substantial changes;
2. Adopt Resolution No. 2023-9-5, adopting the 2023 Update to the Recharge Master Plan; and
3. Accept a joint filing to the Court for the 2023 RMPU with Chino Basin Watermaster.

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

Account/Project Name:

None.

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On September 19, 2018, the Board of Directors adopted Resolution 2018-9-2, adopting the 2018 Recharge Master Plan Update.

On October 16, 2013, the Board of Directors adopted Resolution 2013-10-1, adopting the 2013 Amendment to the 2010 Update to the Chino Basin Recharge Master Plan.

Environmental Determination:

Not Applicable

Business Goal:

The efforts in meeting the Court requirement towards the development and approval of the RMPU are consistent with IEUA's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Resolution No. 2023-9-5

Attachment 3 - 2023 RMPU (Click to Download)

Attachment 1

Adoption of Resolution No. 2023-9-5, Adopting the 2023 Update to the Recharge Master Plan

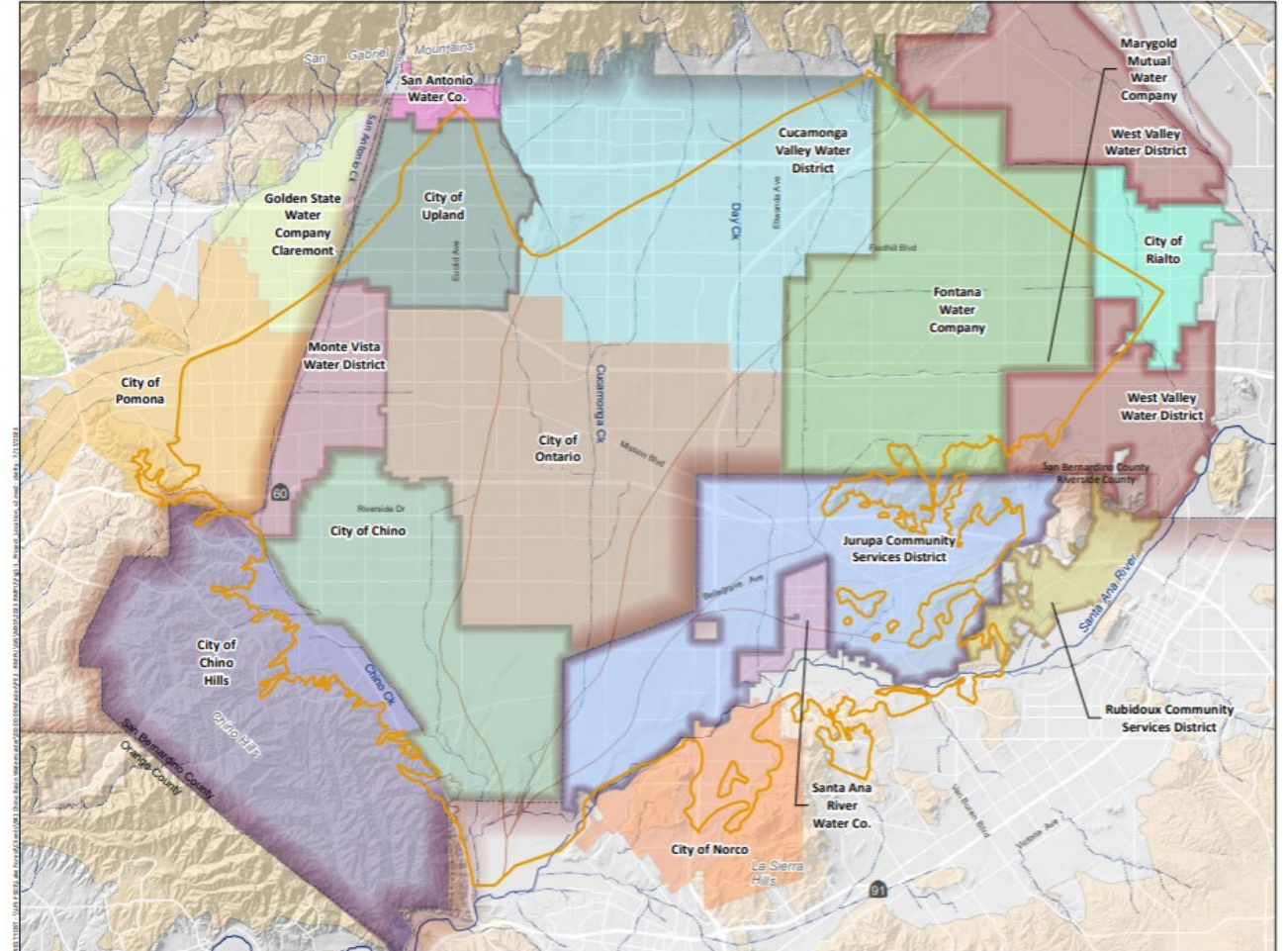
Joel S. Ignacio, P.E.

Senior Engineer

September 2023

Background

- Per the Peace II Agreement which supports the Optimum Basin Management Plan
 - The Court requires updating and approving a Recharge Master Plan
 - Updates no less than every five years
 - Last Recharge master Plan Update (RMPU) was 2018



Highlights – 2023 RMPU

- Summary of the update to the master plan:
 - Provides overview of existing and planned recharge capacity
 - States the Basin's response to historical recharge activities
 - Groundwater-level changes
 - Hydrologic balance
 - Hydraulic control
 - Provides planning projections
 - States the Basin's response to planning projections
 - Discusses the Basin's recharge capacity needs to meet future obligations
 - Added a discussion on the Basin's renewal and replacement plan to maintain capital assets (Asset Management)
- Reviewed by the Recharge Investigation and Project Committee since August 2022
- No new stormwater or supplemental water projects recommended
- No fiscal impacts to IEUA with the approval and adoption
- Next scheduled update is 2028

Staff's Recommendation

1. Approve the 2023 Recharge Master Plan Update with non-substantial changes;
2. Adopt Resolution No. 2023-9-5, adopting the 2023 Update to the Recharge Master Plan; and
3. Accept a Joint Filing to the Court for the 2023 RMPU with Chino Basin Watermaster.

The efforts in meeting the Court requirement towards the development and approval of the RMPU are consistent with IEUA's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

Attachment 2

RESOLUTION NO. 2023-9-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (IEUA), SAN BERNARDINO COUNTY, CALIFORNIA, ADOPTING THE 2023 UPDATE TO THE RECHARGE MASTER PLAN

WHEREAS, in 2000, the Chino Basin Watermaster adopted a Recharge Master Plan which established the technical foundation for the development of the recharge facilities and practices in the Chino Basin; and

WHEREAS, in 2001, Watermaster, in cooperation with the Inland Empire Utilities Agency (“IEUA”), initiated the Chino Basin Facilities Improvement Project (“CBFIP”) which implemented facilities recommendations in the Recharge Master Plan; and

WHEREAS, in 2006, Watermaster, in cooperation with IEUA, initiated Phase II of the CBFIP in order to implement additional facilities recommendations in the Recharge Master Plan; and

WHEREAS, on December 21, 2007, the Court approved the Peace II Measures which set forth a modified approach to management of the Chino Basin known as Basin Re-Operation, the ultimate goal of which is the achievement of Hydraulic Control; and

WHEREAS, Section 8.1 of the Peace II Agreement, included the requirement that the Recharge Master Plan be updated and that each of Watermaster and IEUA approve the updates to the Recharge Master Plan; and

WHEREAS, pursuant to Section 8.3 of the Peace II Agreement, Watermaster is obligated to make an annual finding that it is in substantial compliance with the Recharge Master Plan, as revised. This requirement exists to ameliorate any long-term risk attributable to reliance upon un-replenished groundwater production by the Desalters, and is a condition on the annual availability of any portion of the 400,000 acre-feet set aside as controlled overdraft; and

WHEREAS, pursuant to Section 8.1 of the Peace II Agreement, updates to the Recharge Master Plan must occur as frequently as necessary, but not less frequently than every five years, and must be approved by the Court; and

WHEREAS, updates to the Recharge Master Plan must account for the new Basin management regime and other changes that occurred since the creation or last update of the Recharge Master Plan; and

WHEREAS, on June 30, 2010, Watermaster submitted its updated Recharge Master Plan (“2010 RMPU”) to the Court; and

WHEREAS, Watermaster submitted its 2013 Amendment to the 2010 Recharge Master Plan Update (“2013 RMPU”) to the Court on November 4, 2013; and

WHEREAS, on December 13, 2013, the Court issued an order approving the 2013 RMPU, except Section 5 thereof, and on April 25, 2013, the Court issued an Order approving Section 5 of the 2013 RMPU; and

WHEREAS, Watermaster submitted its 2018 Recharge Master Plan Update (“2018 RMPU”) to the Court on October 9, 2018; and

WHEREAS, on December 28, 2018, the Court issued an order approving the 2018 RMPU; and

WHEREAS, at its November 17, 2022 regular meeting, the Board reviewed an opinion from West Yost Associates ("West Yost") regarding the adequacy of replenishment capacity. The Board adopted the findings in the West Yost report, a copy of which is attached hereto as Exhibit B, which found that, as there is sufficient recharge capacity to meet future replenishment obligations identified in the 2013 RMPU and 2018 RMPU and that if Basin Re-Operation were terminated prior to 2030, that Watermaster would be able to increase its replenishment activity in order to maintain hydrologic balance within the Basin, and, accordingly, Watermaster was in substantial compliance with the Recharge Master Plan, as required; and

WHEREAS, in October 2022, a Recharge Master Plan Update Steering Committee (“Steering Committee”), composed of stakeholders in the Basin, including IEUA, was convened through the Recharge Investigations and Projects Committee (“RIPComm”) in order to develop the 2023 Recharge Master Plan Update (“2023 RMPU”), attached hereto as Exhibit C, through a collaborative process. The Steering Committee convened at three RIPComm meetings in October 2022, January 2023, and July 2023 in addition to an independent stakeholder workshop in August 2023 in order for stakeholders to participate in the development of the 2023 RMPU; and

WHEREAS, the 2023 RMPU addresses the elements required by the Court’s December 21, 2007 Order Concerning Motion for Approval of Peace II Documents and the Peace II Agreement; and

WHEREAS, the 2023 RMPU includes: (1) a description of changed conditions in the Basin from those detailed in the 2018 RMPU and planning assumptions for the 2023 RMPU; (2) a description of the Basin's response to the updated conditions in the Basin; (3) an inventory of existing and planned recharge facilities in the Basin that can be compared to the Basin's recharge needs; (4) identification of future needs for recharge capacity in the Basin and a comparison with available recharge capacity; and, (5) recommendations for future activities and an implementation plan for the 2023 RMPU; and

WHEREAS, the 2023 RMPU also includes a renewal and replacement plan to predict, plan, and fund renewal or replacement of aging recharge assets in response to aging recharge assets and the absence of basin-wide renewal and replacement planning; and

WHEREAS, the Watermaster Board has received periodic updates as to the progress made by the Steering Committee in the development of the 2023 RMPU.

NOW, THEREFORE, on the basis of the staff reports, expert opinions and substantial evidence presented, the Board of Directors of the Inland Empire Utilities Agency* finds that:

1. There exists sufficient recharge capacity to meet future replenishment obligations identified in the 2023 RMPU. If Basin Re-Operation were terminated prior to 2030, Watermaster would be able to increase its replenishment activity in order to maintain hydrologic balance within the Basin, in compliance with the Recharge Master Plan.
2. Watermaster and interested parties, through the Steering Committee, thoroughly evaluated changed circumstances since the time of the 2018 RMPU and how these changes affect the Recharge Master Plan, and this evaluation is included in Sections 3, 4 and 5 of the 2023 RMPU.
3. Watermaster and interested parties, through the Steering Committee, thoroughly evaluated the existing and planned recharge facilities in the Basin as compared to the Basin's recharge needs, and this evaluation is included in Sections 2 and 7 of the 2023 RMPU. Section 7's renewal and replacement plan is a new component of the Recharge Master Plan to address aging recharge assets and the absence of basin-wide renewal and replacement planning.
4. Watermaster and interested parties, through the Steering Committee, considered the need for future recharge capacity by comparing the projected future recharge requirements of the Basin and physical capacity to achieve that requirement and concluded that the existing recharge capacity and facilities on which it relies are sufficient until the next Recharge Master Plan update in 2028. This evaluation is included in Section 6 of the 2023 RMPU.
5. Using the information and analysis contained in Sections 1 through 7 of the 2023 RMPU, Watermaster and interested parties, through the Steering Committee, developed recommendations and an implementation plan for the 2023 RMPU, which are included in Section 8 of the 2023 RMPU.
6. The development of the 2023 RMPU complies with the requirements for an update to the Recharge Master Plan.

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

1. The 2023 RMPU is based on sound technical analysis and adequately updates the 2018 RMPU in light of changed economic, legislative, and hydrologic conditions within the State of California and in satisfaction of the Peace II Agreement and the Court's Orders.
2. Based upon the 2023 RMPU, there exists sufficient recharge capacity to meet future replenishment obligations identified in the 2023 RMPU through 2050. If Basin Re-Operation were terminated prior to 2030, Watermaster would be able to increase its replenishment activity in order to maintain hydrologic balance within the Basin, in compliance with the Recharge Master Plan.
3. Watermaster adopts the 2023 RMPU as the guidance document for the further development of the recharge facilities within the Basin.
4. Pursuant to the Peace II Agreement Section 8.1, Watermaster and IEUA will update the Recharge Master Plan not less frequently than once every five years. The Plan will next be updated no later than 2028

ADOPTED this 20th day of September 2023.

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

ATTEST:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof
*A Municipal Water District

(SEAL

*A Municipal Water District

STATE OF CALIFORNIA)

COUNTY OF SAN BERNARDINO) SS
)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2023-9-52, was adopted at a
regular Board Meeting on September 20, 2023, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof
*A Municipal Water District

(SEAL)

*A Municipal Water District

**ACTION
ITEM
2D**

Date: September 20, 2023

ADD

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

09/13/23

Staff Contact: Christiana Daisy, Deputy General Manager

Subject: Hach Instrumentation Maintenance Contract Award

Executive Summary:

Instrumentation is used throughout Inland Empire Utilities Agency's (IEUA) treatment facilities to monitor and measure water quality to comply with regulatory permits and assist IEUA with process control and optimization. These instruments include pH, conductivity, dissolved oxygen meters, ammonia, nitrate, and suspended solids analyzers. Handheld portable test equipment is used to test and verify field instrumentation to confirm calibration. Operations and Maintenance employs hundreds of these instruments to achieve its mission. Some of these instruments are complex, highly critical, and require expert support from the Original Equipment Manufacturer. The Hach Company is the sole source service provider for this equipment due to specialized and highly skilled service technicians. These specialized instruments require periodic maintenance to maintain reliability, warranty, and expected functionality.

Staff recommend a three-year service contract with Hach Company for the maintenance and repair of specialized process instrumentation equipment for a total not-to-exceed amount of \$315,000. A three-year contract will provide fixed price increases of four percent per year, minimize inventory needs of parts and consumable items, extend the warranty on the equipment, and ensure that the equipment is reliable to comply with permits and regulations.

Staff's Recommendation:

1. Award a contract to Hach Company, Contract No. 4600003398, for a three-year term for the not-to-exceed amount of \$315,000 for maintenance and repair services; 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:

Maintenance Professional Fees and Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

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

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract No. 4600003398

Attachment 1

Hach Instrumentation Maintenance Contract Award

Jon Florio

Deputy Manager of Maintenance

September 2023

Current Use of Instruments

- Process instrumentation is required for:
 - Permit compliance
 - Process control
- Instrument types:
 - pH
 - Conductivity
 - Dissolved Oxygen
 - Turbidity
 - Ammonia
 - Total Inorganic Nitrogen (TIN)
 - Suspended Solids



Multiple Hach Instruments



Hach Turbidity Meter

Maintenance Support

- Staff maintains majority of the process and compliance instrumentation.
 - Preventive and Corrective Maintenance
- Some instruments are specialized and require manufacturer support.
 - Highly complex
 - High volume of consumable parts and spare parts required
 - Warranty extended for life of instrument when maintained by manufacturer
- A three-year service contract with Hach Company is requested for the maintenance and repair of these specialized instruments.



RP-1 Aeration Ammonia Meter



Portable Turbidity Meter

Sole Source Justification

- Original equipment manufacturer
- Specialized and highly skilled service technicians
- All repairs covered under contract
- Equipment warranty is maintained
- Parts and consumables not required on inventory
- Long term contract provides fixed annual escalator
- Staff is pleased with the original equipment manufacturer (OEM) support since 2018



RP-1 Aeration Basin System C

Staff's Recommendation

1. Award a contract to Hach Company, Contract No. 4600003398, for a three-year term for the not-to-exceed amount of \$315,000 for maintenance and repair services; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Agency's Electrical Parts and Supplies Contract Award 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.

Attachment 2



CONTRACT NUMBER: 4600003398
FOR
INSTRUMENT PREVENTATIVE MAINTENANCE AND REPAIR 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 interchangeably referred to as "Agency" or "IEUA"), and HACH Company, located in Loveland, Colorado (hereinafter referred to as "Contractor"), for instrument preventative maintenance and repair services.

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
Email: jflorio@ieua.org

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

Contractor: Andy Cuevas
Company Name: HACH Company
Address: 5600 Lindbergh Drive
Loveland, CO 80539-0389
Email: acuevas@hach.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 4600003398
 - B. Contract Number 4600003398 General Terms and Conditions.
 - C. Contractor's proposal dated, July 24, 2023, **Exhibit A**.
4. **SCOPE OF WORK AND SERVICES**: The Contractor has overall responsibility for and shall provide and furnish all materials, equipment, tools, and labor as necessary or reasonably inferable to complete the work, or any phase of the work, in accordance with the Agency's requirements and the terms of the Contract documents with the following:
- A. Scope of Work and Technical Specifications in accordance with **Exhibit A**.
 - B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the timeframe of this contract. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. Method of Inspection:
 - 1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.
 - 2. The Project Manager will be responsible for performance of the inspections.
 - 3. 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").
 - D. Cure Procedure:
 - 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within five (5) 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 ten (10) 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.

- E. 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.
5. **TERM:** The initial term of this Contract shall extend from **September 20, 2023**, and extend through **September 19, 2026**, with fixed pricing.
6. **PAYMENT, INVOICING, AND COMPENSATION:**
 - A. Agency shall pay Contractor's once-monthly, properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
 - B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's invoice, for a total contract price NOT-TO-EXCEED **\$315,000.00** for all services satisfactorily provided during the term of this Contract.
 - C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 1. The Contract Number – 4600003398, and
 2. The Contract Release Purchase Order Number – 4500042493
 3. The contractor **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 Contractor 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 Contractor 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 Contractor 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 Contractor in complying with this Contract, as approved by the Project Manager.
 - F. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an

invoice amount reduction in exchange for early payment. The Contractor may offer and the Agency may accept, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to a Contractor'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. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services 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 Schedule of Work and Services.
8. PRICE ADJUSTMENT: RESERVED
9. FITNESS FOR DUTY:

A. Fitness: Contractor 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.
4. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the jobsite and shall immediately remove from the jobsite any employee determined to be in violation of these requirements. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

B. California Department of Industrial Relations: **For all public works performed in excess of \$1,000.00, SB854 is applicable:**

Effective January 1, 2015: The call for bids and contract documents must include the following information:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this

requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated under the direction of the IEUA Project Manager or their designee.

C. Confined Space Work:

1. Precautions and Programs:

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
- b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.
- c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.
- d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:
 - 1) All employees on the work or work site and other persons and organizations who may be affected thereby;

- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
 - 3) All other property at the site.
- e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:
- 1) Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:
 - 2) A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.
- f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the IEUA Safety Department.
10. **INSURANCE:** During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Reserved

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial 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 supplied 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 **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are 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 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

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

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or 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 pursuant to Section 14, page 12 of this Contract.

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

Inland Empire Utilities Agency
Attn: Risk Management
P.O. Box 9020
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

- B. Status of Contractor: The Contractor is retained as an independent Contractor 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 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. The Contractor 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 Contractor, its employees, or subcontractors.
- D. Subcontract Services: Any subcontractors for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Grant/Loan Funded Projects: This project **Is Not** grant-funded. *[For Federal/State grant/loan-funded projects, the Contractor 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]*
- F. Work Safety: Contract work requiring confine space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA, for approval, prior to the Contractor's mobilization to the work site:
- (1) Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and,
 - (2) A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.

- G. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- H. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- I. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- J. Indemnification: Contractor shall indemnify the Agency, 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.
- K. 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.
- L. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the 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. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- M. Non-Conforming Work and Representation: Contractor represents that the Work and Documentation shall conform to the specifications described in the Contract. For a period of not less than one (1) year after acceptance of the completed work, Contractor shall, at no additional cost to the Agency, correct any and all errors in and non-conforming Work or Documentation regardless of whether any such errors or non-conforming Work or Documentation is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or non-

conforming Work 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 Project 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 Project Manager, in writing, detailing the dispute and reason 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. The Contractor's liability, with respect to any claims arising out of the Work and the Contractor, 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.

N. Disputes:

1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion 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 prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor 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 Contractor in mediation or arbitration commenced by a contractor 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 Contractor.
- O. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- P. 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.

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The 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 the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.
13. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to the 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 the Agency or for the performance of Work related to the Scope of Work described in this Contract.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.
14. PROPRIETARY RIGHTS:
- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete

control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.

3. If the Work 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 control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
 4. Notwithstanding anything to the contrary herein, Contractor's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Contractor. If the Agency reuses the Work or Documentation without Contractor's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Contractor shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.
 - B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.
15. INFRINGEMENT: Contractor represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

Contractor shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to

use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

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

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

Contractor: Mary Baird
HACH Company
5600 Lindbergh Drive
Loveland, CO 80539-0389

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.

17. 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 Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor 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.
18. 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 Contractor of any requests for disclosure of any documents pertaining to this work. 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 Public Records Act 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, in any action or proceeding arising under the Public Records Act.

19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor'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 Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor 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 Contractor.
21. 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.
22. 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 Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
23. 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 work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
24. 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.
25. PARTICIPATING PUBLIC AGENCIES: It is intended that any other public agency as defined by Cal. Gov. Code 6500 shall, if authorized by its governing body, have the option to participate in any award made as a result of this solicitation. This option shall extend for the duration of the term of the agreement with IEUA and shall be subject to contractor's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to contractor. IEUA will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.
26. LIQUIDATED DAMAGES: There are no liquidated damages.

27. 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 Contractor by the Project Manager.
28. 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.
29. 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.

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)

HACH COMPANY:

Shivaji Deshmukh, P.E.
General Manager

(Date)

DocuSigned by:

Mary Baird

Mary Baird

Director, Sales Enablement

8/31/2023

(Date)

**Contract Addendum to Hach Service Agreement
HACH826851 (the "Project")**

Parties: Inland Empire Utilities Agency (Company)
Hach Company ("Supplier")

Date: August 7th, 2023

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Funds Transfers. Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Payments. All payments are due within 30 days of the invoice date, on the activation date of any service partnership.

10. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

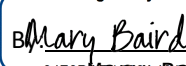
IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.


Inland Empire Utilities Agency

By: _____
 Name: _____
 Title: _____
 Date: _____

Hach:

DocuSigned by:


 Name: Mary Baird
 Title: Dir, NA Sales Enablement
 Date: 8/31/2023

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 1 of 9 Partnership Number : HACH826851
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593




Partnership Number : HACH826851 **Version :** 0.45 **Quotation Date :** 24-JUL-23
Expiration Date : 22-SEP-23


Hach Company Contact : Cuevas, Andres (Andy) **Service Partnership Phone :** **Service Partnership Email :** acuevas@hach.com
Customer Ref : RENEWAL QUOTE **Customer Contact :** FLORIO, JOHN
Customer Phone : **Customer Fax :** **Customer Email :** JFLORIO@IEUA.ORG

<u>Bill-To Account # 309519</u>		<u>Ship-To Account # 309519</u>			
Customer Name	INLAND EMPIRE UTILITIES AGENCY	Customer Name	INLAND EMPIRE UTILITIES AGENCY	Payment Terms:	Net 30
Address4	ACCOUNTS PAYABLE	Address4		Billing Method:	Annual-Invoices on START Date
Address1	PO BOX 9020	Address1	2662 E WALNUT AVE	Currency:	USD
Address2		Address2			
Address3		Address3			
City,State, PostalCode	CHINO HILLS-CA-91709-0902	City,State, Postalcode	ONTARIO-CA-91761		
Province/ Country	US	Province/ Country	US		


Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPRTC	20-SEP-23	19-SEP-26	Field Service Partnership, First RTC Channel:20-SEP-2023:19-SEP-2026 Coverage and support of first RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer.	9,885.00
	1.1			oo RTC103 N-MODULE, 1-CHANNEL, 90-240 VAC ; 1639264	
2	FSPSC1000	20-SEP-23	19-SEP-26	Fld Svc-1V SC1000 Controllor - \$408.00/ea:20-SEP-2023:19-SEP-	11,016.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 9 Partnership Number : HACH826851
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593


				2026	
2.1	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1829988	
2.2	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1831863	
2.3	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1638920	
2.4	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1814782DUP0	
2.5	LXV402.99.00002			db ee MODULE, DISPLAY W/O GSM, SC1000 ; 1714731	
2.6	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1639384	
2.7	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1742729DUP	
2.8	LXV400.99.10082			ee MODULE, SC1000 PROBE 6 SENS 110-230V ; 1852006	
2.9	LXV402.99.10002			aa db ee sc1000 DISPLAY MODULE, TCP, NO GSM ; 1815767DUP0	
3	FSPAMTAXSC	20-SEP-23	19-SEP-26	aa Fld Svc-2V Amtax SC V.2006 - \$3,088.00/EA:20-SEP-2023:19-SE P-2026 Field Service includes: All parts, labor, and travel for on-site repairs, 2 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Separate FSP coverage for the Filtrax or Filter Probe must also be purchased.	46,320.00
3.1	LXV421.99.13002			db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1825091	
3.2	LXV421.99.13002			db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1830584	
3.3	LXV421.99.14002			AMTAX sc AMMONIA ANLZR 115-230V,2 CH ; 1830299	
3.4	LXV421.99.13002			db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1645668	

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 3 of 9 Partnership Number : HACH826851
	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593


	3.5	LXV421.99.13002			db AMTAX sc AMMONIA ANLZR 115-230V,1 CH ; 1645669	
4	FSPFILTRAX		20-SEP-23	19-SEP-26	Fld Svc-4V Filtrax:20-SEP-2023:19-SEP-2026	72,288.00
	4.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1822691	
	4.2	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1824411	
	4.3	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1819829	
	4.4	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1821142	
	4.5	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1641718	
	4.6	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1646263	
5	FSPNITRATAX		20-SEP-23	19-SEP-26	Fld Svc-2V Nitratax Sensor:20-SEP-2023:19-SEP-2026	18,780.00
	5.1	LXV417.99.10002			db ff NITRATAX PLUS SC 1MM ; 1645656	
	5.2	LXV417.99.20002			db ff NITRATAX PLUS SC 2MM ; 1828290	
	5.3	LXV417.99.20002			db ff NITRATAX PLUS SC 2MM ; 1828291	
	5.4	LXV417.99.20002			db ff NITRATAX PLUS SC 2MM ; 1561947	
6	FSPRTC-ADD		20-SEP-23	19-SEP-26	Field Service Partnership, Addt'l RTC Channel - 2 channels at \$3,039.00/ea:20-SEP-2023:19-SEP-2026 Coverage and support of each additional RTC channel. Includes ongoing priority tech support, remote monitoring, system alerts, and monthly reports. Covers all parts, labor, and travel for onsite repairs of the RTC computer. Must be purchased with FSPRTC.	18,234.00

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

6.1	LXV411.99.10101			oo RTC103 N-MODULE, 1-CHANNEL, 90-240 VAC ; 1639264	
6.2	LXV411.99.10101			oo RTC103 N-MODULE, 1-CHANNEL, 90-240 VAC ; 1639264	
7	FSPSOLITAX	20-SEP-23	19-SEP-26	Fld Svc-2V Solitax Sensor:20-SEP-2023:19-SEP-2026	33,048.00
7.1	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1853368	
7.2	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1844803	
7.3	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1645915	
7.4	LXV423.99.10100			db TS-LINE sc/IMMERSION 50g/l WIPER PVC ; 1608720	
7.5	LXV423.99.00200			db HS-LINE sc/IMMERSION 500g/l WIPER SS ; 1191749	
7.6	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1931447	
7.7	LXV423.99.10000			db T-LINE sc/IMMERS 4000NTU WIPER PVC ; 1341551	
7.8	LXV423.99.00100			db TS-LINE sc/IMMERSION 50g/l WIPER SS ; 1931448	
8	WRTUPGXTRVST	20-SEP-23	19-SEP-26	4 EXTRA VISITS ON FILTRAX- TO MAKE 8 A YEAR - \$2,022 PER ADDITIONAL VISIT:20-SEP-2023:19-SEP-2026 "Extra site visit for customers already under a service plan. Instruments eligible for extra visit are as follows (A visit per each listed item except if controller is already included): 1720E/Controller, TU5 Process and Lab Turbidimeters, All key Sensors (Nitratex, Solitax, Phosphax, Sonatax, CL17, CLF10, CLT10, All Spectrophometers, All Colorimeters, SC1000, All Portable Turbs (2100xx)"	24,264.00

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	Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	WebSite: www.hach.com Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

8.1				CONTRACT SPECIAL ITEM	
9	WRTUPGXTRVST	20-SEP-23	19-SEP-26	10 EXTRA VISITS ON AMTAX- TO MAKE 12 A YEAR - \$1685 PER ADDITIONAL VISIT:20-SEP-2023:19-SEP-2026 "Extra site visit for customers already under a service plan. Instruments eligible for extra visit are as follows (A visit per each listed item except if controller is already included): 1720E/Controller, TU5 Process and Lab Turbidimeters, All key Sensors (Nitratax, Solitax, Phosphax, Sonatax, CL17, CLF10, CLT10, All Spectrophometers, All Colorimeters, SC1000, All Portable Turbs (2100xx)"	50,550.00
9.1				CONTRACT SPECIAL ITEM	
10	PMTRAVEL10	20-SEP-23	19-SEP-26	10 On-site PM visits:20-SEP-2023:19-SEP-2026	7,047.00
10.1				CONTRACT SPECIAL ITEM	
11	BSPPLUSDR3900	20-SEP-23	19-SEP-26	BenchPlus-DR3900 - \$1,054.00/EA:20-SEP-2023:19-SEP-2026 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	6,324.00
11.1	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1592939	
11.2	LPV440.99.00012			db aa DR3900 SPECTROPHOTOMETER WITH RFID ; 1568894	
12	BSPPLUS2100Q	20-SEP-23	19-SEP-26	BenchPlus-2100Q - \$497.00/EA:20-SEP-2023:19-SEP-2026 The Bench Service Plus includes: Factory repairs only, one Start-up or one PM/Calibration on site per year, unlimited technical support	4,473.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 6 of 9 Partnership Number : HACH826851
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

				calls and free software upgrades on your instrument. Travel is included for one on-site visit. Additional visits may be billable.	
12.1	2100Q01			2100Q PORTABLE TURBIDIMETER ; 12010C015171	
12.2	2100Q01			2100Q PORTABLE TURBIDIMETER ; 10080C004244	
12.3	2100Q01			2100Q PORTABLE TURBIDIMETER ; 23030D000493	
13	ADMIN_HANDLING_MYA	20-SEP-24	19-SEP-25	YEAR 2 PRICE INCREASE	4,029.72
	13.1			CONTRACT SPECIAL ITEM	
14	ADMIN_HANDLING_MYA	20-SEP-25	19-SEP-26	YEAR 3 PRICE INCREASE	8,381.82
	14.1			CONTRACT SPECIAL ITEM	
Sub Total :					314,640.54
Tax:					0.00
Total :					314,640.54

Partnership Notes :

ANNUAL COST BREAKDOWN NOTED BELOW:

YEAR 1 SERVICE @ \$100,743.00 *

YEAR 2 SERVICE @ \$104,772.72 *

YEAR 3 SERVICE @ \$109,124.82 *

TOTAL \$314,640.54 *


* THIS IS PRE-TAX PRICING AND SUBJECT TO CHANGE WITH EQUIPMENT CHANGES

PO/Payment for full amount or valid signature on quote required for total quoted price to lock in multi-year pricing. With valid signature, customer agrees to pay total quoted amount to be invoiced annually. If a PO is only generated for one year, that PO number will be used for subsequent years until a new PO is received. Customer must provide a new PO if one is required on their end. Hach will not issue a new quote or request for a PO annually.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : INLAND EMPIRE UTILITIES AGENCY

Customer P.O. Number : _____

	<p>HACH SERVICE PARTNERSHIP QUOTATION</p> <p><i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389</p> <p><i>Purchase Orders</i></p>	<p>Page : 7 of 9</p> <p>Partnership Number : HACH826851</p> <p>WebSite: www.hach.com</p>	<p><i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693</p> <p><i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593</p>
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Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from settling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:


Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : Partnership Number : WebSite: www.hach.com	8 of 9 HACH826851 Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.


19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products and services delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of **California**, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of **California**, U.S.A. if Buyer has minimum contacts with **California** and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

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	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

**INFORMATION
ITEM
3A**

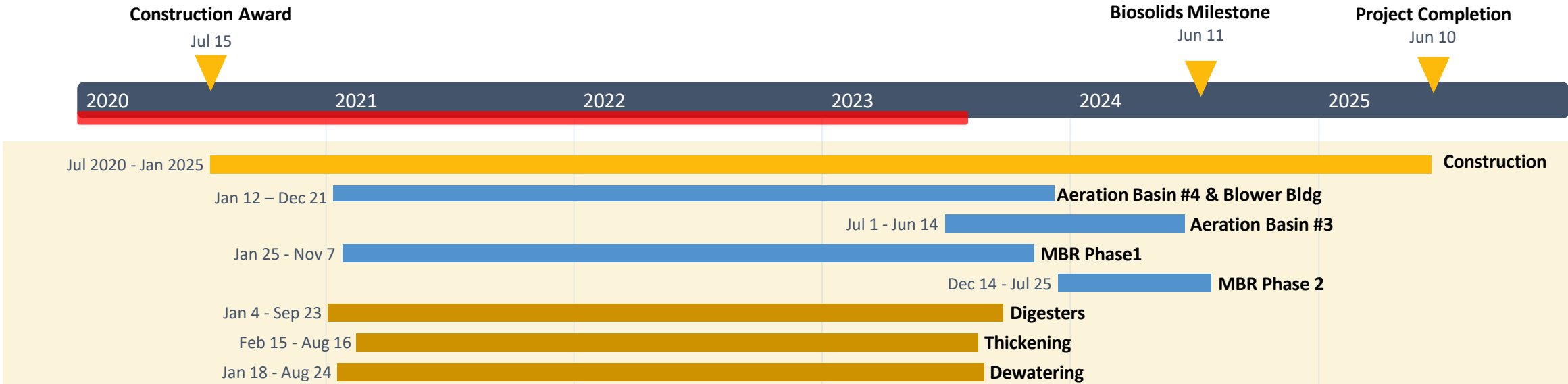
RP-5 Expansion Project Update September 2023

Project Nos. EN19001 and EN19006

Vicky Salazar
Senior Associate Engineer
September 2023

RP-5: Project Status

Day 1138 of 1640 = 69%

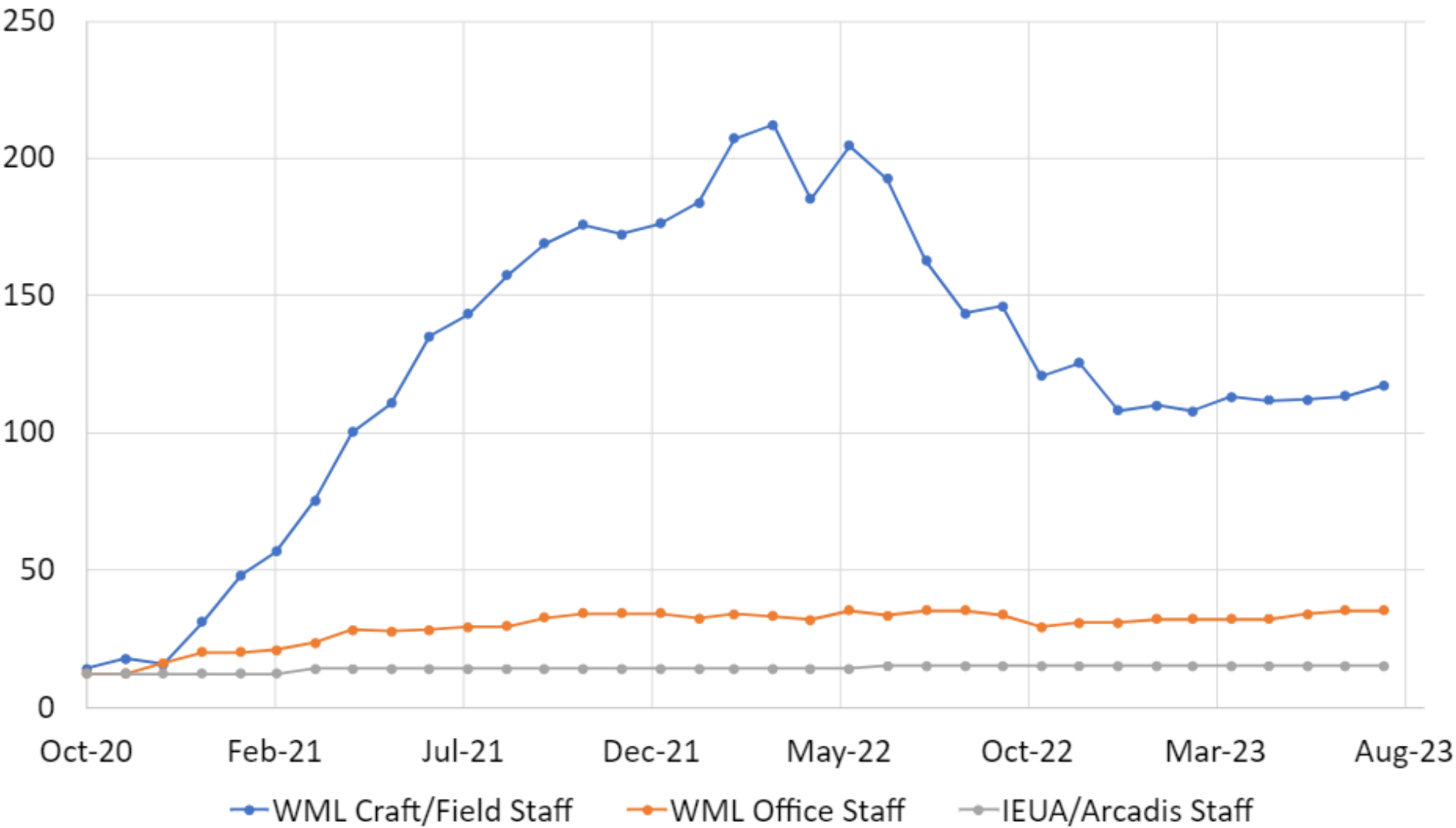


Role	Firm	Contract	This Month's Payment	Total Paid	% Complete
Contractor	WM Lyles	\$337,425,976	\$1,953,064	\$239,452,998	70%
Designer	Parsons	\$36,833,185	\$235,000	\$35,311,469	95%
Construction Management	Arcadis	\$21,125,523	\$323,857	\$13,260,779	62%

Data date: 8/31/2023



RP-5: Monthly Average Project Staff



Electrical and SCADA Status Update



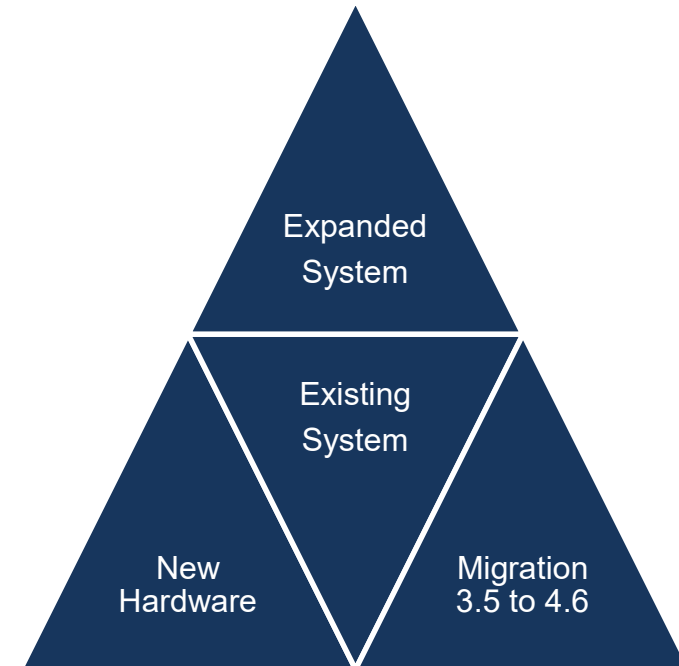
COMPLETED

- PlantPax Migration Software Factory Acceptance Test Plan (SFAT) scheduled
- Generator 2 Factory Acceptance Test (FAT) completed
- National Electrical Testing Association (NETA) testing of Power Centers ongoing



CHALLENGES AHEAD

- Electrical Subcontractor
 - New SCE power feed expected by late September 2023
- SCADA Integrator
 - PlantPax Training scheduled for October
 - PlantPax 3.5 to 4.6 Migration scheduled for October
 - PRI, SEC, TER PRP Migration to follow



RP-5: Major Activities



Influent Pump Station (IPS)

RP-5: Major Activities



Aeration Basins

RP-5 Major Activities



Thickenening Building

RP-5: Major Activities



Gas Phase Digester Tank and Building

RP-5: Major Activities



Gas Purification and Centrate Tanks

RP-5: Major Activities



Dewatering Building



Questions?