

NOTICE OF MEETING

OF THE
**ENGINEERING, OPERATIONS,
AND BIOSOLIDS MANAGEMENT
COMMITTEE**

OF THE
BOARD OF DIRECTORS
OF THE



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

IS SCHEDULED FOR
WEDNESDAY, FEBRUARY 11, 2015
10:00 A.M.

*Or immediately following the
Public, Legislative Affairs, and Water Resources
Committee Meeting*

AT THE ADMINISTRATION HEADQUARTERS
6075 Kimball Avenue, Building A
Chino, CA 91708



**ENGINEERING, OPERATIONS, AND
BIOSOLIDS MANAGEMENT
COMMITTEE MEETING
OF THE BOARD OF DIRECTORS
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, FEBRUARY 11, 2015
10:00 A.M.**

*Or immediately following the
Public, Legislative Affairs, and Water Resources
Committee Meeting*

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 complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five 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.

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the December 10, meeting.

B. WINEVILLE EXTENSION RECYCLED WATER PIPELINE SEGMENT A AND B FISCAL YEAR 2014/15 BUDGET APPROPRIATION

It is recommended that the Committee/Board:

1. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$15,000,000; and
2. Authorize the General Manager to execute the budget appropriation.

C. AMENDMENT TO AGREEMENT FOR THE TEMPORARY BRINE LINE CONNECTION EXTENSION

It is recommended that the Committee/Board:

1. Approve an agreement amendment with SAWPA to extend the Temporary Brine Line connection to March 2017;
2. Approve an agreement amendment with Chino Development Corporation (CDC), Chino Preserve Development Corporation, and Chino Holding Company for the extension of the temporary Brine Line Connection to March 2017;
3. Approve an agreement amendment with the City of Chino to extend the temporary Brine Line connection to March 2017; and
4. Authorize the General Manager to execute the amendments.

D. REGIONAL PLANT NO. 2 DIGESTER NO. 2 CLEANING PROJECT CONTRACT AWARD

It is recommended that the Committee/Board:

1. Award the services contract (Contract No. 46000001816) to clean Digester No. 2 at Regional Plant No. 2 (RP-2) to Synagro-WWT, Inc., for a not-to-exceed amount of \$449,667; and
2. Authorize the General Manager to execute the contract.

E. ADOPTION OF RESOLUTION NO. 2015-2-2, AUTHORIZING AGENCY ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS

It is recommended that the Committee/Board:

1. Approve the Agency-wide memberships and affiliations for FY 2015/16, in the amount of \$178,718 as detailed in the Agency-wide membership listing; and
2. Adopt Resolution No. 2015-2-2, authorizing Agency organizational memberships and affiliations.

2. **INFORMATION ITEMS**

- A. **ENGINEERING STRATEGIC PLANNING (POWERPOINT)**
- B. **LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)**
- C. **MID-YEAR BUILDING ACTIVITY REPORT (POWERPOINT)**
- D. **PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE (ORAL)**

RECEIVE AND FILE INFORMATION ITEM

- E. **ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2013/14 MONTHLY UPDATE (POWERPOINT)**

3. **GENERAL MANAGER'S COMMENTS**

4. **COMMITTEE MEMBER COMMENTS**

5. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

6. **ADJOURN**

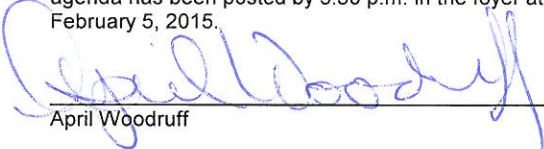
*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: BR

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, February 5, 2015.



April Woodruff

**ACTION
ITEM
1A**

MINUTES

ENGINEERING, OPERATIONS, AND BIOSOLIDS MANAGEMENT COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, DECEMBER 10, 2014
10:00 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Joshua Aguilar, Senior Associate Engineer
Adham Almasri, Senior Engineer
Kathleen Baxter, Supervising Programs and Contracts Administrator
Warren Green, Manager of Contracts and Facilities Services
Liz Hurst, Water Resources Analyst
Majid Karim, Acting Manager of Engineering
David Malm, Deputy Manager of Integrated System Services
Jason Marseilles, Senior Operations Assistant
Dave Mendez, Deputy Manager of Construction Management
Rachael Solis, Acting Supervisor of Engineering Administration
Jamal Zughbi, Senior Engineer
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Jean Cihigoyenette, Cihigoyenette, Grossberg, and Clouse

The meeting was called to order at 10:10 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of November 12, 2014.
- ◆ Recommended that the Board:
 1. Approve the Value Engineering Cost Proposal (VECP) for the realignment of the pipeline on the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, pending a successful easement process of the necessary property; and

2. Authorize the General Manager to execute the change order for the VECP;
as an Action Item on the December 17, 2014 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the construction contract award for the RP-1 Flare System Improvements, Project No. EN13046, to W.A. Rasic Construction for the low bid price of \$406,600; and
2. Authorize the General Manager to finalize and execute the contract;

as a Consent Calendar Item on the December 17, 2014 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Task Order No. 16 for Contract No. 4600001376 to Danrae Inc., for the Primavera Enhancements, Project No. EN15052, for the not-to-exceed amount of \$80,000; and
2. Authorize the General Manager to execute the Task Order;

as a Consent Calendar Item on the December 17, 2014 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the Construction Contract award to Technical Services, Inc. for the SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$2,778,771;
2. Approve the Services Contract award to Royal Wholesale Electric for the training program to support SCADA Enterprise System, Project No. EN13016, for the not-to-exceed amount of \$261,426;
3. Approve the Design-Build Services Contract award to the lowest responsive bidder for the Carbon Canyon Water Recycling Facility Control and Server Rooms Modification, Project No. EN13016.01, for the not-to-exceed amount of \$150,000; and
4. Authorize the General Manager to execute the contracts;

as an Action Item on the December 17, 2014 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the issuance of a five-year contract to Pest Options, Inc. for groundwater recharge basin weed abatement services for a monthly amount of \$5,916, with an effective date of January 1, 2015; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the December 17, 2014 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Engineering and Construction Management FY 2013/14 Monthly Update

GENERAL MANAGER'S COMMENTS

None.

COMMITTEE MEMBER COMMENTS

None.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

None.

With no further business, the meeting adjourned at 10:53 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: FEBRUARY 11, 2015

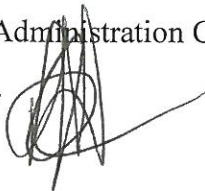
**ACTION
ITEM
1B**


Date: February 18, 2015


To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(2/11/15)

Finance, Legal and Administration Committee (2/11/15)

From: P. Joseph Grindstaff
General Manager 

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Majid Karim 
Acting Manager of Engineering

Subject: Wineville Extension Recycled Water Pipeline Segments A and B Fiscal
Year 2014/15 Budget Appropriation

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$15,000,000; and
2. Authorize the General Manager to execute the budget appropriation.

BACKGROUND

On December 19, 2007, the IEUA Board approved the Recycled Water Three-Year Business Plan for the implementation of recycled water projects to increase the availability and use of recycled water within IEUA's service area. This plan identified the Wineville Extension Recycled Water Pipeline project within IEUA's Central Area as one of the priority project areas. Alignments of the Wineville Pipeline, designed in 2005, were reviewed and revised to increase the available recycled water demand within the cities of Fontana and Ontario. On April 26, 2011, the City of Fontana and Fontana Water Company entered into an agreement for a

regionalized recycled water service, and on March 16, 2011, GHD was selected to complete the remaining design of the Wineville Extension Recycled Water Pipeline Project.

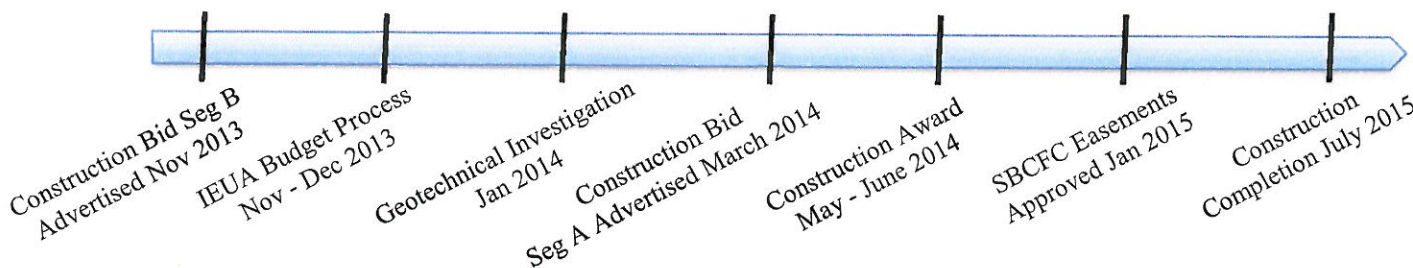
The budgets for the Wineville construction projects were appropriated over two fiscal years during the Agency budget process in December 2013. At the time, there were concerns that the projects may not be completed within a year since a geotechnical baseline report (GBR) had not been done for the pipeline alignment. A GBR was completed in early 2014, after the budgeting process and did not reveal any major challenges along the alignment.

Following are the current FY project budget allocations:

PROJECT	FY 2014/15	FY 2015/16
Complete Construction Segment A	\$3,236,749	\$12,700,000
Complete Construction Segment B	\$3,000,000	\$8,794,000

The construction contracts for the two projects were awarded in May 2014 and June 2014 for segments B and A respectively. The contractual completion dates for both projects were July 2015. A budget amendment during the project awards was not requested due to concerns about the pending easements from the SBCFCD. Easements were approved in January 2015. Agency staff has reviewed current production levels and anticipate projects will be completed within FY 2014/15.

Project Timeline:



As a result, a budget reallocation of \$15,000,000 from FY 2015/16 to the current FY 2014/15 will be required to meet the Agency’s contractual obligations for the Wineville Projects and provide sufficient WC funds to meet those obligations.

Following are the requested amended FY budget reallocations:

PROJECT	FY 2014/15	FY 2015/16
Complete Construction Segment A	\$11,336,749	\$2,100,000
Complete Construction Segment B	\$9,900,000	\$1,600,000

The Wineville Extension Recycled Water Pipeline project is part of the Agency's Water Reliability Business Goal to develop and implement an integrated water resource management plan that promotes cost-effective, reliable, efficient, and sustainable water use along with economic growth within the IEUA Service Area.

The project is funded by a State Revolving Fund (SRF) Loan and grants from the State Water Resource Control Board (SWRCB). The SRF Loan and grant application have been approved by the SWRCB.

PRIOR BOARD ACTION

On June 18, 2014, the Board of Directors approved the award of the construction contract for the Wineville Extension Recycled Water Pipeline, Segment A, Project No. EN06025, to CCL Contracting, Inc.

On May 21, 2014, the Board of Directors approved the award of the construction contract for the Wineville Extension Recycled Water Pipeline Segment B, Project No. EN13045, to Mike Bubalo Construction.

IMPACT ON BUDGET


If approved, the revised FY 2014/15 Budgets for the Wineville Extension Recycled Water Pipeline Segment A, Project No. EN06025, will be \$11,336,749 and for the Wineville Extension Recycled Water Pipeline Segment B, Project No. EN13045 will be \$9,900,000.


**ACTION
ITEM
1C**


Date: February 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(2/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee
Manager of Planning and Environmental Compliance

Subject: Amendment to Agreements for the Temporary Brine Line
Connection Extension

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve an agreement amendment with SAWPA to extend the temporary Brine Line connection to March 2017;
2. Approve an agreement amendment with Chino Development Corporation (CDC), Chino Preserve Development Corporation, and Chino Holding Company for the extension of the temporary Brine Line connection to March 2017;
3. Approve an agreement amendment with the City of Chino to extend the temporary Brine Line connection to March 2017; and
4. Authorize the General Manager to execute the amendments.

BACKGROUND

In January 2004, IEUA requested a temporary connection to the Inland Empire Brine Line (Brine Line formerly SARI line) for the Chino Preserve Development Project in the City of Chino. The request for a temporary connection to the Brine Line was approved by the Santa Ana Watershed Project Authority (SAWPA) on March 8, 2004, for a period of four years until March 8, 2008.

In June 2007, IEUA requested that SAWPA extend the agreement for an additional three years until March 8, 2011. The request was approved by SAWPA on July 17, 2007.

In June 2009, IEUA requested that SAWPA extend the agreement for a third time due to the severe downturn in the real estate market which delayed the construction of the permanent sewer facilities by the Chino Development Corporation (CDC). The request was approved by SAWPA to extend the agreement until March 8, 2015.

From the time SAWPA approved the extensions of the temporary connection from the Chino Preserve to the Brine Line, CDC has revised their original scope several times. The current scope includes developing a new sewer system including a lift station and force main sewer. The lift station, known as the Preserve Lift Station will be located adjacent to the IEUA Prado De-Chlorination Facility located within the El Prado Park and will pump sewer flows up to the IEUA Kimball Interceptor.

Between July 2011 and February 2014, several iterations of the Preserve Lift Station were designed at ground level operation. This long span of time for design and review was due to the design's lack of protection against flooding. As the site lies within the Prado Basin inundation area, there was considerable time required to resolve issues related to construction and management of the Preserve Lift Station. After addressing these concerns, design revisions of the Preserve Lift Station were submitted by CDC for review by IEUA, the City of Chino, and the U.S. Army Corps of Engineers (USACE). Both the City of Chino and IEUA have completed their review with comments being incorporated into the final design. CDC is currently working with USACE to finalize the easement swap, permit, and release the required Environmental Assessment documents for public review. As a result of the technical concerns raised by the USACE and other stakeholders, additional time will be required to complete the project. Completion is now estimated by the end of 2016.

On December 18, 2014, IEUA staff requested that SAWPA approve a two-year extension of the agreement until March 7, 2017. SAWPA staff will present this item at the February 3, 2015, Commission meeting. If the SAWPA Commission approves the agreement extension, staff recommends that the IEUA Board approve the agreement amendments with SAWPA, Chino Development Corporation, and the City of Chino.

The agreement extensions are consistent with the Agency's Business Goal category *Environmental Stewardship* by meeting federal, state and local pretreatment regulations within the IEUA service area and safeguarding public health and the environment.

PRIOR BOARD ACTION

On May 20, 2009, the Board of Directors approved the temporary Brine Line connection extension subject to SAWPA Commission approval.

On July 18, 2007, the Board of Directors approved the temporary Brine Line connection extension, subject to SAWPA Commission approval.

On August 4, 2004, the Board of Directors approved the agreement with Chino Development Corporation for temporary Brine Line connection and use.

On December 19, 2001, the Board of Directors approved the temporary Brine Line connection for Lewis Operating Corporation, subject to SAWPA approval.

IMPACT ON BUDGET

The proposed rates and charges summarized in the original agreement are consistent with the Regional Sewage Program and Non-Reclaimable Wastewater System rate structures, and will not impact the Non-Reclaimable or the Regional Program Funds negatively. Based on the FY 2014/15 average billing to Chino Development Corporation the revenue projected for the NC program is \$255,000.

Attachments: Agreement Amendment AKB04014-004 (Chino Development Corporation)
Agreement Amendment AKB04017-003 (City of Chino)
Agreement Amendment (IEUA/SAWPA)

FOURTH AMENDMENT TO SARI SYSTEM TREATMENT AND DISPOSAL
CAPACITY AND PIPELINE CAPACITY AGREEMENTS
BETWEEN SANTA ANA WATERSHED PROJECT AUTHORITY
AND THE INLAND EMPIRE UTILITIES AGENCY

THIS FOURTH AMENDMENT is made this _____ day of February, 2015, between the SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA"), a joint exercise of powers agency, and the INLAND EMPIRE UTILITIES AGENCY ("IEUA"), a municipal water district. SAWPA and IEUA are also individually referred to as "Party" and collectively as "Parties."

RECITALS

- A. An Amendment to the SARI System Treatment and Disposal Capacity and Pipeline Capacity Agreements between SAWPA and IEUA, was entered into on August 4, 2004 ("First Amendment"). The First Amendment provided for temporary domestic wastewater discharges of up to 1 million gallons per day (mgd) to the SARI system from The Preserve Project in the City of Chino (hereinafter referred to as the "Project"). A Second Amendment followed July 17, 2007, which amended the discharge term until March 8, 2011. A Third Amendment followed June 16, 2009, which amended the discharge term until March 8, 2015.
- B. The Second Amendment required that IEUA discontinue the temporary domestic wastewater discharges and physically disconnect from the SARI and construct or cause to be constructed permanent sewer facilities by the City of Chino and/or Developer of the Project. A Fourth Amendment is required to extend the term from March 9, 2015 to March 9, 2017, due to delays in obtaining all the necessary construction approvals and permits.
- C. The IEUA, City of Chino and Developer desire to extend the date for such disconnection from the SARI System to March 7, 2017, in order to construct and place into operation a new sewer system solution involving a lift station and force main.
- D. There is no other alternative method of treatment currently available for the 1 mgd of domestic wastewater discharge from the Project.
- E. Revise the Recitals throughout to replace the words "SARI System" with the words "Brine Line".

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, the Agreement is hereby revised as follows:

1. Section 4, Maximum Period of Temporary Discharge, is revised, in part, as follows:

Except as provided in Section 5, below, IEUA will be allowed to temporarily discharge domestic wastewater from the Project into the Brine Line until March 7, 2017.

2. Section 5, Earlier Termination of the Temporary Domestic Discharge to Brine Line, is revised to read as follows:

SAWPA and IEUA agree and understand that the temporary connection and temporary wastewater discharge contemplated by this Amendment may be disconnected and terminated at any time prior to March 7, 2017, upon written notice provided to IEUA by SAWPA without any further or residual liability or responsibility on SAWPA's part. Upon such written notification of termination, IEUA shall have no more than 12 months to discontinue the discharge of any and all temporary domestic wastewater into the Brine Line, and IEUA shall physically disconnect any such connection from the Brine Line within that 12 month period. Such termination and disconnection from the Brine Line shall be at IEUA's sole cost and expense.

ALL OTHER PROVISIONS OF THE AGREEMENT REMAIN UNCHANGED.

The Parties hereto have mutually covenanted and agreed to this Fourth Amendment, and in doing so have caused this document to become incorporated into the Agreement documents.

SANTA ANA WATERSHED PROJECT
AUTHORITY:

INLAND EMPIRE UTILITIES AGENCY:

Donald D. Galleano
Chair

P. Joseph Grindstaff
General Manager



INLAND EMPIRE UTILITIES AGENCY
AMENDMENT NO. 4
TO
AKB04014

AGREEMENT FOR CHINO DEVELOPMENT CORPORATION, CHINO PRESERVE
DEVELOPMENT CORPORATION AND THE CHINO HOLDING COMPANY
FOR THE TEMPORARY BRINE LINE CONNECTION AND USE

THE AGREEMENT NUMBER AKB04014, between the Inland Empire Utilities Agency; and the Chino Development Corporation, Chino Preserve Development Corporation, and the Chino Holding Company, LLC, for an interim connection to the Inland Empire Brine Line ("Brine Line"), shall be amended as follows:

REVISE THE RECITALS THROUGHOUT TO REPLACE THE DATE OF MARCH 8, 2015, WITH THE DATE OF MARCH 7, 2017.

REVISE THE RECITALS THROUGHOUT TO REPLACE THE WORDS "SARI LINE" WITH THE WORDS "BRINE LINE."

REVISE SECTION 1.A AGENCY ASSIGNMENT, TO READ:

Craig Proctor
Pretreatment and Source Control Supervisor
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Telephone: (909) 993-1645
Facsimile: (909) 993-1983
Email: cproctor@ieua.org

REVISE SECTION 3, TERM, TO READ AS FOLLOWS: The term of this Agreement shall commence on the Effective Date and shall terminate on March 7, 2017, or in accordance with the terms stated herein. However, upon written notice of termination from IEUA for the limited reasons set forth in Section 3, Developer shall have no more than twelve (12) months to discontinue any and all domestic wastewater discharges to the Brine Line, and Developer shall physically remove the temporary connection to the Brine Line within that

twelve (12) month notice period. Such twelve (12) month notice period shall in no way extend beyond the March 7, 2017, deadline.

REVISE SECTION 4, GUARANTEE TO CONSTRUCT THE PERMANENT FACILITIES AND DISCONNECTION OF THE TEMPORARY BRINE LINE CONNECTION:

Developer hereby guarantees that the PERMANENT FACILITIES shall be completed and operational on or before March 7, 2017. The Developer also guarantees that the temporary connection to the Brine Line for the benefit of the Project contemplated by this Agreement shall be physically disconnected on or before March 7, 2017, even if the PERMANENT FACILITIES are not yet completed or operational.

REVISE SECTION 5, SAWPA AS THIRD PARTY BENEFICIARY OF THIS AGREEMENT:

The Parties to this Agreement understand and agree that SAWPA is a third party beneficiary of this Agreement, and its guarantee that the temporary connection to the Brine Line for the wastewater discharges from the Project shall be fully disconnected on or before March 7, 2017. The Parties further understand and agree that such physical disconnection shall occur on or before March 7, 2017, even if the PERMANENT FACILITIES have not been constructed or caused to be constructed or completed as contemplated by this Agreement. Except as provided herein, SAWPA is neither a party nor signatory to this Agreement. SAWPA shall have no liability or responsibility under this Agreement.

REVISE SECTION 21, TIME IS OF THE ESSENCE TO READ: Time is of the essence under this Agreement, and irreparable harm and damage will be sustained by IEUA and SAWPA if the temporary connection to the Brine Line is not terminated and physically disconnected on or before March 7, 2017.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be entered into as of the day and year written below.

INLAND EMPIRE UTILITIES AGENCY: CHINO DEVELOPMENT CORPORATION,
A California Corporation:

P. Joseph Grindstaff Date
General Manager

Leon Swails Date
Authorized Agency

CHINO PRESERVE DEVELOPMENT
CORPORATION, A California Corporation

CHINO HOLDING COMPANY, LLC

Date

Date



INLAND EMPIRE UTILITIES AGENCY

AMENDMENT NO. 3
TO
AKB04017

FOR THE PERMANENT SEWER FACILITIES DEVELOPMENT GUARANTEE

THE AGREEMENT NUMBER AKB04017, between the Inland Empire Utilities Agency and THE CITY OF CHINO, shall be amended as follows:

REVISE THE RECITALS THROUGHOUT TO REPLACE THE DATE OF MARCH 8, 2015, WITH THE DATE OF MARCH 7, 2017.

REVISE THE RECITALS THROUGHOUT TO REPLACE THE WORDS "SARI LINE" WITH THE WORDS "BRINE LINE."

REVISE SECTION 1.A PROJECT MANAGER, TO READ:

Craig Proctor
Pretreatment and Source Control Supervisor
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Telephone: (909) 993-1645
Facsimile: (909) 993-1983
Email: cproctor@ieua.org

REVISE SECTION 2, GUARANTEE TO CONSTRUCT OR CAUSE TO BE CONSTRUCTED THE PERMANENT FACILITIES AND DISCONNECTION OF TEMPORARY BRINE LINE CONNECTION TO READ: The CITY hereby guarantees that the PERMANENT FACILITIES shall be completed and operational on or before March 7, 2017. The CITY guarantees that the temporary connection to the Brine Line for the benefit of the Project shall be physically disconnected on or before March 7, 2017, even if the PERMANENT FACILITIES are not yet completed or operational. The CITY shall construct or cause to be constructed the PERMANENT FACILITIES, utilizing CFD funds or other CITY funds, so that the Project will be fully disconnected from the Brine Line on or before March 7, 2017. Within fifteen (15) days prior to commencement of

construction by Developer of its temporary connection to the Brine Line, CITY shall provide to IEUA written evidence in a form acceptable to IEUA confirming that CFD funds or other CITY funds in an amount sufficient to complete construction of the PERMANENT FACILITIES and the disconnection of the Project from the Brine Line have been dedicated and reserved for that purpose.

REVISE SECTION 4, SAWPA AS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND GUARANTEE TO READ: The Parties to this Agreement understand and agree that SAWPA is a third party beneficiary of this Agreement, and its guarantee that the temporary connection to the Brine Line for the wastewater discharges from the Project shall be fully disconnected on or before March 7, 2017. The Parties further understand and agree that such physical disconnection shall occur on or before March 7, 2017, even if the PERMANENT FACILITIES have not been constructed or caused to be constructed or completed as contemplated by this Agreement. Except as provided herein, SAWPA is neither a party nor signatory to this Agreement. SAWPA shall have no liability or responsibility under this Agreement.

REVISE SECTION 6, LAST SENTENCE, UNDER DISPUTE RESOLUTION TO READ:

The Parties hereby agree that SAWPA, as a third party beneficiary to this Agreement, is not obligated to submit to such mediation or arbitration in the event that the Parties fail to cause the physical disconnection of temporary wastewater discharge connection from the Brine Line on or before March 7, 2017.

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereby have caused this Amendment to be entered into as of the day and year written below.

INLAND EMPIRE UTILITIES AGENCY:

CITY OF CHINO:

P. Joseph Grindstaff Date
General Manager

Matthew Ballantyne Date
City Manager

ATTEST:

City Clerk Date

CITY ATTORNEY:

_____ Date

DIRECTOR OF PUBLIC WORKS:

_____ Date


**ACTION
ITEM
1D**


Date: February 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(2/11/15)

Finance, Legal, and Administration Committee (2/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Ernest Yeboah 
Executive Manager of Operations/Assistant General Manager

Subject: Regional Plant No. 2 Digester No. 2 Cleaning Project Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award the services contract (Contract No. 46000001816) to clean Digester No. 2 at Regional Plant No. 2 (RP-2) to Synagro-WWT, Inc., for a not-to-exceed amount of \$449,667; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The RP-2 wastewater treatment facility has one aerobic and three anaerobic digesters that are used for the treatment of sludge. Sludge is a byproduct of the wastewater treatment process. Anaerobic digestion of sludge reduces the total amount of solids generated and produces biogas (mostly methane and carbon dioxide) that is used by the cogeneration engine to produce electricity and heat for the facility. At the end of the digestion process, the biosolids are dewatered and hauled away to the Inland Empire Regional Composting Facility for composting.

Over time, debris such as grit and fibrous material inevitably accumulate in the digesters. This reduces the effective volume of the digester and negatively impacts solids reduction, biogas production, and solids handling equipment reliability. In order to mitigate the problems posed by the debris buildup, the digesters should be thoroughly cleaned every five to seven years. Digester No. 2 was last cleaned in 2002. The digester cleaning project at RP-2 will include the replacement of valves, the installation of a new flow meter, and the cleaning of the heat exchanger.

Regional Plant No. 2 Digester No. 2 Cleaning Project Contract Award

February 18, 2015

Page 2 of 2

On November 4, 2014, staff issued a Request for Proposal (RFP-RW-14-066) through The Network Bid System. One proposal was received on November 25, 2014 from Synagro-WWT, Inc. Synagro-WWT, Inc. in the amount of \$449,667.

The breakdown of the required tasks and costs from Synagro's proposal are itemized in the table below:

Task	Cost
Digester cleaning	\$260,000
Heat exchanger cleaning	\$23,600
Valve replacement	\$139,733
Digester gas flow meter installation	\$26,334
Total	\$449,667

Synagro has successfully completed multiple digester cleaning projects for the Agency within the past few years, and they completed all the projects on time and without any substantial change orders.

PRIOR BOARD ACTION

On October 16, 2013, the Board awarded the services contact to clean Digester No. 4 at Regional Plant No. 1 (RP-1) to Synagro-WWT, Inc., (Contract No. 4600001553), for a not-to-exceed amount of \$357,875.

On November 16, 2011, the Board awarded the services contact to clean Digester No. 4 at RP-2 to Synagro-WWT, Inc., (Contract No. 46001088), for a not-to-exceed amount of \$330,000.

On September 21, 2011, the Board approved a carry forward of \$254,637 from FY 2010/11 to FY 2011/12 for outstanding commitments increasing the project budget to \$604,637.

On June 15, 2011, the Board approved the FY 2011/12 O&M and Capital Budget, which included an appropriation of \$350,000 for Project No. EP11020, RP-2 Digester Cleaning.

IMPACT ON BUDGET

If approved, budget required to fund the contract is included in the FY2014/15 Regional Operations and Maintenance (RO) Fund budget under Project No. EP15001, Digester Cleaning.



CONTRACT NUMBER: 4600001816
FOR
RP-2 DIGESTER No. 2 CLEANING, VALVE REPLACEMENT
AND MISCELLANEOUS WORK

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and Synagro-WWT, Inc. of Baltimore, Maryland (hereinafter referred to as "Contractor"), to conduct the cleaning of Regional Water Recycling Plant No.2 (RP-2) Digester Number Two, valve replacement, and miscellaneous work.

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

1. 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: James Buchanan, Maintenance Supervisor
Address: 16400 El Prado Road
Chino, CA 91708
Telephone: 909-638-3823
Email: jbuchanan@ieua.org

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

Contractor: Synagro-WWT, Inc.
Project Manager: Brian Voss, Regional Sales Director
Address: 34761 Boros Blvd.
Beaumont, CA 92223
Telephone: 909-289-3350
Email: bvoss@synagro.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600001816;
 - B. Contract Number 4600001816 General Terms and Conditions;
 - C. Project Manager's Request for Proposals RFP-RW-14-066 and all germane Addenda and related correspondence, incorporated herein by this reference;
 - D. Contractor's Revised Proposal dated December 16, 2014 (made a part hereof as **Exhibit A**).
4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall be in accordance with Project Manager's Request for Proposals Scope of Work which is expressed in RFP-RW-14-066 and all germane Addenda and related correspondence, incorporated herein by this reference.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2015 unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Contractor may submit an invoice not more than once during the term of this Contract. Agency shall pay Contractor's properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract until such service is revised and the invoice resubmitted and accepted by the Project Manager.

Invoice shall include the Contract number 4600001816 for payment. Invoice shall be submitted electronically to apgroup@ieua.org.

The digester cleaning Work performed under the scope of any contract issued in conjunction with this solicitation shall not be subject to prevailing wage, whereas all mechanical work performed as outlined in the Scope of Work shall be subject to prevailing wage. Contractor's proposal is referenced herein, attached hereto, and made a part hereof as **Exhibit A**.

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

As compensation for the work performed under this Contract, Agency shall pay Contractor, **on a firm-fixed price basis**, a total **lump sum not-to-exceed \$449,667.00** for all work satisfactorily provided hereunder.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall

accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

8. 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.

B. Compliance: Contractor shall advise all Contractor and subcontractor 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. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

C. Confined Space Work:

I. Precautions and Programs:

a. The Contractor or Consultant 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 or Consultants and subcontractors or subconsultants 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 or Consultants and all subcontractors or subconsultants 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 or Consultant 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 or Consultant must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the Safety & Risk Department.

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general

aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
 4. Payment, Labor & Material, and Performance Bonds: Bonding is required, per Public Contract Code Article 121., Section 21565, for public works projects. All **Attachments to Request for Proposals RFP-RW-14-066** are designated as the public works portion of this project (mechanical work performed as outlined in the Scope of Work) and subject to prevailing wage. Contractor shall furnish bonding with the use of forms attached hereto and made a part hereof as **Exhibit B**.
- 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 policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers.

Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

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

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time. Contractor declares the list of proposed subcontractors in **Exhibit C**, attached hereto and made a part hereof.

- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Attn. Ms. Angela Witte, Risk Representative
c/o Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709-0902

10. 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 for a design/build project.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: 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 or its employees.

Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:

<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution 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.

- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. 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.
- I. 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. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes 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 Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming 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 shortcoming 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.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined 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 dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for 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 hereto 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 shall 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. Joinder 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 joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- M. Workers' Legal Status: For performance against this Contract, Supplier 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 and E-Verify.
11. 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.
 12. OWNERSHIP OF DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or

other documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Work.
- B. Equipment: Contractor shall have risk of loss of any Facilities or Agency-owned equipment of which it has custody during performance of the Work.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

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

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

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

Agency: Mr. Warren T. Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

Contractor: Christopher Dunkerley
Vice President & Chief Financial Officer
Synagro-WWT, Inc.
435 Williams Court, Suite 100
Baltimore, Maryland 21220

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, 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, including attorneys' fees, 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 termination of the Contract. 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 of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the

Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by 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, 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.
23. 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.
24. 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 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 within the Contract Amendment.
25. LIQUIDATED DAMAGES: Liquidated damages, in the amount of \$500 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the required services and in accordance with the project's final agreed-upon work schedule. Any and all Liquidated Damages assessed by the Agency shall be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of any Purchase Order/Contract issued in conjunction with this solicitation shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
26. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

AS WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:

SYNAGRO-WWT, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Christopher Dunkerley
Vice President & Chief Financial Officer

(Date)

Exhibit A



December 16, 2014

Mr. Robert Wallin
 Contracts and Programs Administrator
 Inland Empire Utilities Agency
 6075 Kimball Avenue
 Chino, CA 91708

Re: Pricing Itemization RP2 – Digester 2 Cleaning

Dear Robert:

As per your request, pricing for the above mentioned project is further itemized:

WORK BREAKDOWN (Itemize)	PRICE
Base Bid – Digester Cleaning	
Digester Cleaning	\$229,000.00
Includes:	
• Transportation	8.5%
o Subcontracted transportation	
• Disposal	9.8%
o Landfill and/or compost tipping fees	
• Processing	51.2%
o nitrogen purging, gasket and bolt kits, CCTV inspection, per diem for employees, employee wages and benefits, polymer, fuel, equipment rental, pumping	
• Insurance/Bonding/Commissions	2.1%
• Overhead	16.5%
o Local, regional and corporate overhead	
Mobilization/Demobilization	\$31,000.00
SUBTOTAL	<u>\$260,000.00</u>

Task Option A Heat Exchanger Cleaning \$23,600.00

Task Option A	Cost
Equipment	\$ 6,118.00
Labor	\$ 10,010.00
Insurance	\$ 1,088.00
Overhead/Travel/Meetings	\$ 1,729.00
Profit	\$ 3,325.00
Materials	\$ 1,330.00
Supplies	\$ -
	\$ 23,600.00

Task Option B Digester Valve Replacement

\$139,733.00

Task Option B	Cost
Equipment	\$ 15,201.90
Labor	\$ 59,887.24
Insurance	\$ 8,445.50
Overhead/Travel/Meetings	\$ 9,044.00
Profit	\$ 16,625.00
Materials	\$ 29,925.00
Supplies	\$ 604.36
	\$ 139,733.00

Task Option C Digester Flow Meter

\$26,334.00

Task Option C	Cost
Equipment	\$ 5,320.00
Labor	\$ 8,977.50
Insurance	\$ 1,596.00
Overhead/Travel/Meetings	\$ 1,596.00
Profit	\$ 3,325.00
Materials	\$ 5,453.00
Supplies	\$ 66.50
	\$ 26,334.00

TOTAL**\$449,667.00**

Please feel free to contact me should you wish to discuss this quotation further or if you need more information (909) 289-3350 or bvoss@synagro.com.

Very truly yours,

Brian Voss

Brian Voss
Business Development Manager

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2014-1

ISSUE DATE: August 22, 2014

EXPIRATION DATE OF DETERMINATION: June 30, 2015*. Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Classification ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rates		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday
CLASSIFICATION GROUPS											
Group 1	\$30.19	6.81	6.25	4.47	0.64	0.52	8	48.88	63.975	63.975	79.07
Group 2	30.74	6.81	6.25	4.47	0.64	0.52	8	49.43	64.80	64.80	80.17
Group 3	31.29	6.81	6.25	4.47	0.64	0.52	8	49.98	65.625	65.625	81.27
Group 4	32.84	6.81	6.25	4.47	0.64	0.52	8	51.53	67.95	67.95	84.37
Group 5	33.19	6.81	6.25	4.47	0.64	0.52	8	51.88	68.475	68.475	85.07

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
Certified Confined Space Laborer
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
Post Hole Digger (Manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tanner and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method
Water Well Driller Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer-Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
Guinea Chaser
Headerboard Man-Asphalt
Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
Brush Shredders
Underground Laborer, including Caisson Bellower

GROUP 3

Asphalt Installation of all fabrics
Buggymobile Man
Compactor (all types including Tampers, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2 1/2 ft. drill steel or longer
Dri Pak-it Machine
Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
High Scaler (including drilling of same)
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
Laborer, Fence Erector
Material Hoseman (Walls, Slabs, Floors and Decks)
Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds and over
Pipelayer
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
Driller
Toxic Waste Removal
Welding, certified or otherwise in connection with Laborers' work



Inland Empire Utilities Agency

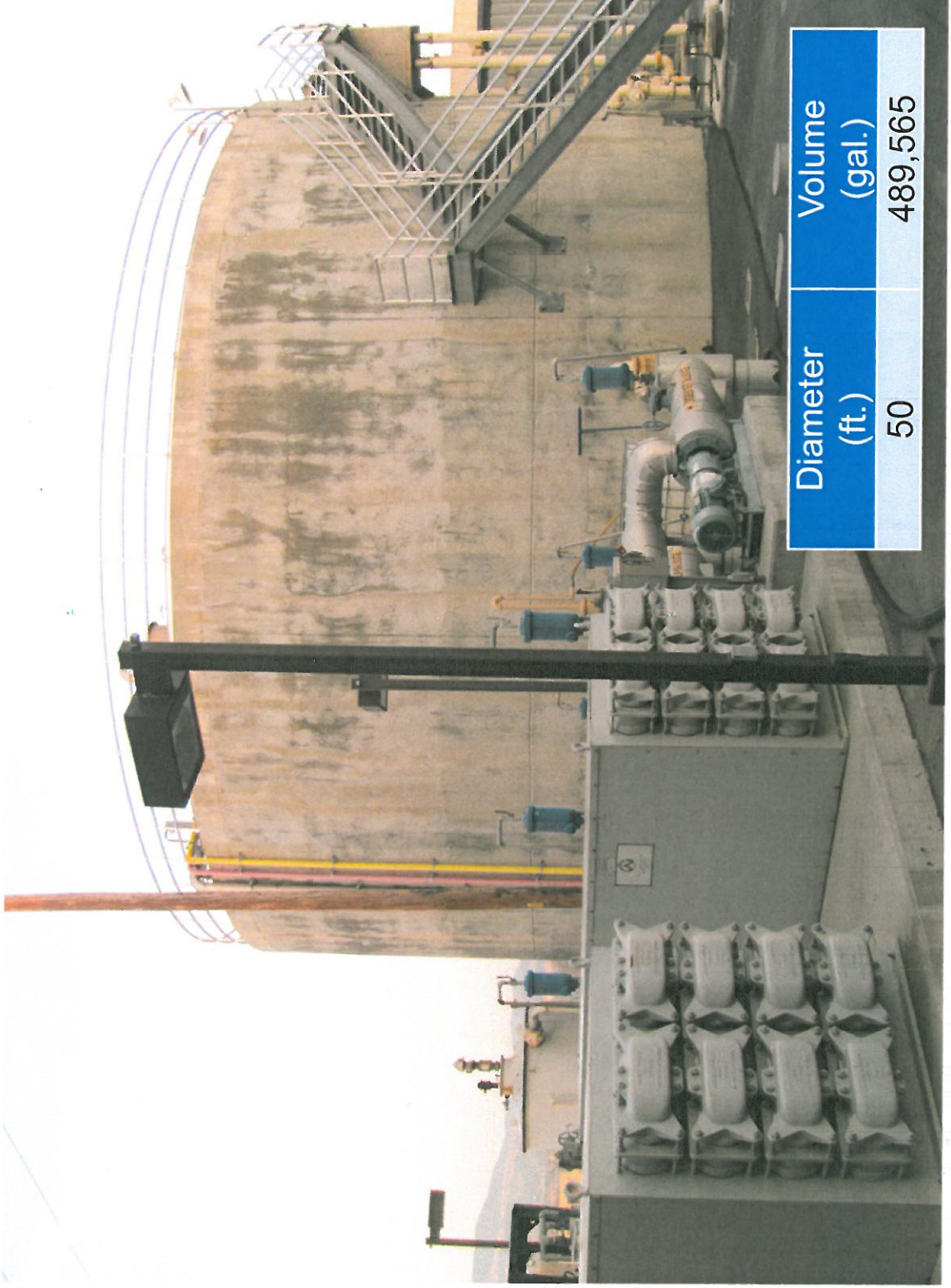
A MUNICIPAL WATER DISTRICT

Regional Plant No. 2 Digester No. 2 Cleaning Project

February 2015

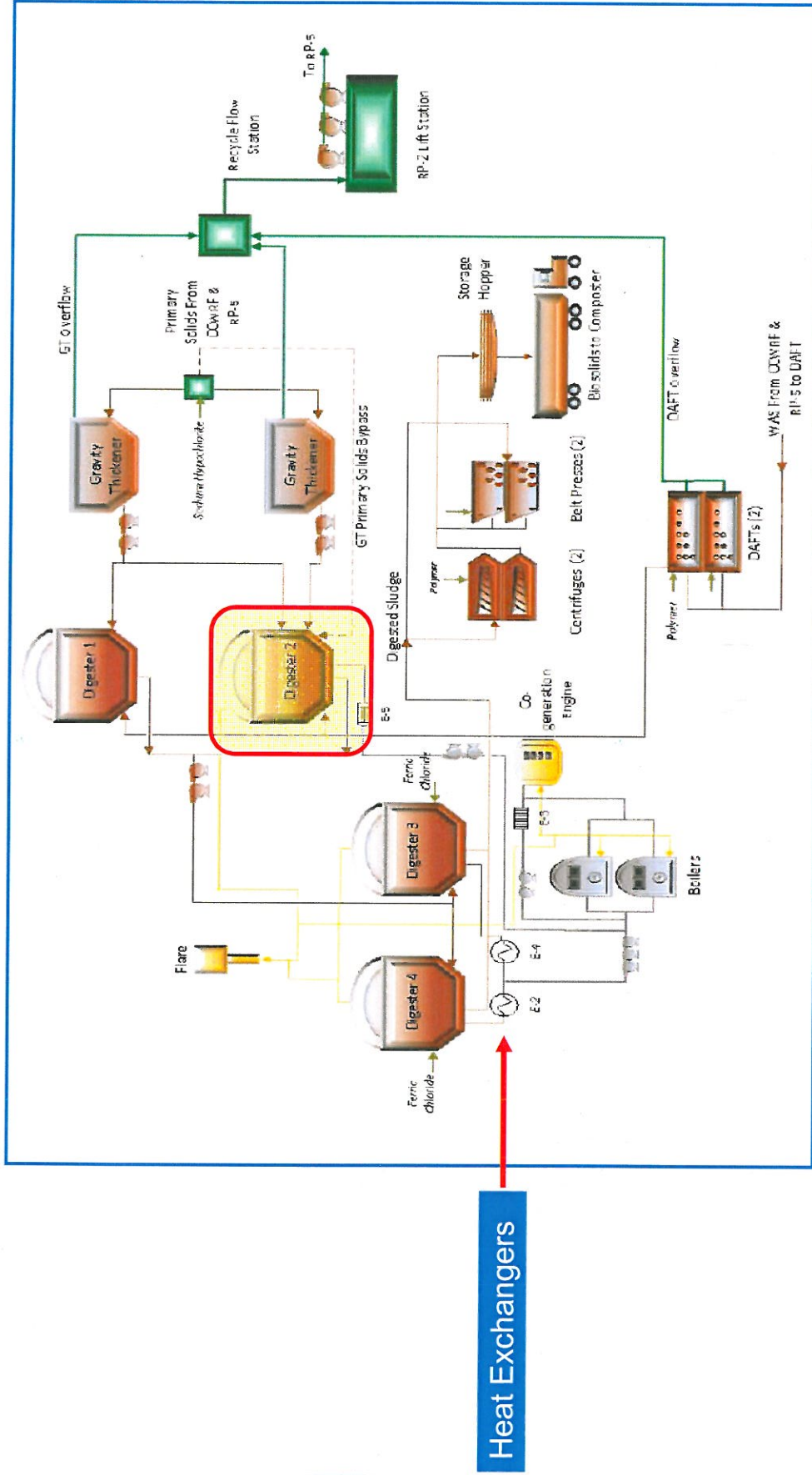
Francis Concemino
Deputy Manager of Maintenance

RP-2 Digester No. 2



Diameter (ft.)	Volume (gal.)
50	489,565

RP-2 Solids Process Flow Diagram

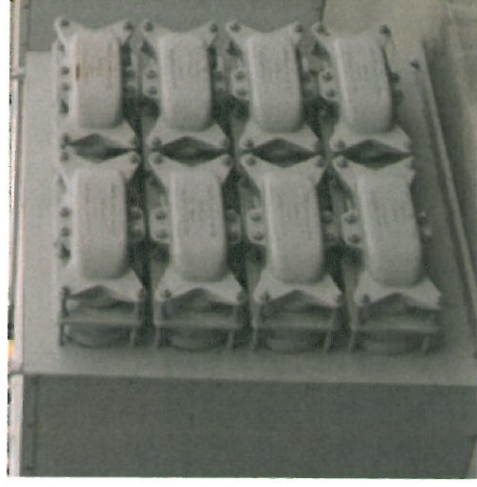


Project Elements

- Digester cleaning
- Heat exchanger cleaning
- Valve replacements
- Digester gas flow meter installation



Valve Replacement




Heat Exchanger



Digester coating inspection

Bid Summary

- **Project advertised on The Network Bid System**
 - **One bid was received from Synagro-WWT, Inc. for the amount of \$449,667**
 - **Staff recommends awarding contract to Synagro-WWT, Inc.**
- 

Project Cost Breakdown

Task	Cost
Digester cleaning	\$260,000
Heat exchanger cleaning	\$23,600
Valve replacement	\$139,733
Digester gas flow meter installation	\$26,334
Total	\$449,667



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT


Questions?


**ACTION
ITEM
1E**

Date: February 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (2/11/15)
Engineering, Operations, and Biosolids Management Committee (2/11/15)
Finance, Legal, and Administration Committee (2/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Kathryn Besser 
Manager of External Affairs

Subject: Adoption of Resolution No. 2015-2-2, Authorizing Agency Organizational Memberships and Affiliations

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Agency-wide memberships and affiliations for FY 2015/16, in the amount of \$178,718 as detailed in the Agency-wide membership listing; and
2. Adopt Resolution No. 2015-2-2, authorizing Agency organizational memberships and affiliations.

BACKGROUND

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

A listing of the proposed Agency-wide memberships greater than \$5,000, along with a brief summary of the benefits associated is attached for the Board's review. The attached membership dues are estimates provided by the organizations. Agency-wide memberships are due throughout the fiscal year and can fluctuate from the provided estimates. Due to unknown fluctuations in renewal costs, staff proposes that a 5% contingency be included in the Board's approval. Any individual

membership renewal with an increase greater than 5% will be brought back to the Board for approval.

Staff is proposing that the Board delegate its authorization to the General Manager to approve all Agency-wide annual membership fees to organizations not-to-exceed \$5,000. This is in compliance with the California Water Code – Section 71301, which states “Any Executive, administrative, and ministerial powers may be delegated and re-delegated by the Board to any of the offices created by this part or by the Board.”

PRIOR BOARD ACTION

On April 16, 2014, the Board of Directors approved the Agency-wide memberships and affiliations for FY 2014/15, in the amount of \$164,829 as detailed in the Agency-wide membership listing through adoption of Resolution No. 2014-4-4.

IMPACT ON BUDGET

The proposed membership fees in the amount of \$201,300 will be appropriated in the Agency’s FY 2015/16 Administrative Services Fund Budget spread between multiple cost centers, under account number 10200-100000-514010, Agency-wide Membership.

Attachments: Agency-wide membership benefit summary and details

**AGENCY-WIDE MEMBERSHIP BENEFIT SUMMARY
 (Greater than \$5,000)
 FY 2015/2016**

Membership	Representation	Estimated Dues
Association of California Water Agencies	Chris Berch, Christina Valencia, Martha Davis	\$30,640
California Association of Sanitation Agencies (CASA)	Director Hall, Martha Davis	\$18,900
California Special Districts Association (CSDA)	Kathy Besser, Christina Valencia	\$5,691
California Wastewater Climate Change Group	Jesse Pompa, Martha Davis	\$15,000
Isle Utilities	Jeff Noelte	\$12,000
National Water Research Institute (NWRI)	Director Elie, Jeff Noelte	\$50,000
Southern Cal. Alliance of Publicly Owned Treatment Works (SCAP)	General Manager Joseph Grindstaff, Jesse Pompa	\$15,001
Southern California Salinity Management Coalition	Chris Berch, Craig Proctor	\$10,000
WateReuse Association	General Manager Joseph Grindstaff, Kathy Besser, Martha Davis	\$9,486
WateReuse Foundation	General Manager Joseph Grindstaff, Kathy Besser, Martha Davis	\$12,000
	Total:	\$178,718

**AGENCY-WIDE MEMBERSHIP BENEFIT DETAILS
FY 2015/2016**

Association of California Water Agencies (ACWA):

ACWA is the lead water policy advocacy organization in California and provides members with significant cost savings through a voice in state and federal legislative and regulatory arenas; and timely, accurate information.

ACWA's federal affairs, legislative and regulatory activities advance bills and issues of concern to members, while halting potentially damaging measures. Initiatives include determining components of newly-passed water bond legislation, Bay Delta Conservation Plan and Delta Plan advocacy, long term water infrastructure financing, and renewable energy policy.

Representation: Chris Berch (committee member), Martha Davis (committee member), Christina Valencia

Dues: \$30,640

California Association of Sanitation Agencies (CASA):

CASA serves as the lead advocacy group for wastewater agencies in California, both on legislative and regulatory issues. Because CASA employs legal representation, it is extremely effective on regulatory issues, particularly before the State Water Resources Control Board (SWRCB) and California Department of Health Services (CDPH), and has in recent years, saved association members costs of individually having to address such issues as the proposed Whole Effluent Toxicity policy (WET) and draft SWRCB monitoring policy for Constituents of Emerging Concern in recycled water.

CASA maintains lobbyists in Sacramento and Washington, D.C., in addition to a Director of Regulatory Affairs. Priorities include adoption by SWRCB of acceptable WET policy, development with SWRCB of alternative approaches to nutrient issues to cost-effectively reduce impairments, and promotion of biosolids as a renewable energy resource.

Representation: Director Hall (committee member), Martha Davis (committee member)

Dues: \$18,900

California Special Districts Association (CSDA):

CSDA is a statewide association of various independent special districts, whose primary function is legislative advocacy. In the past year, CSDA played a vital role in coordinating responses to major legislative initiatives that impacted special districts including redevelopment agency reform, proposed property tax shifts, and pension reform, successfully pushing back on changes that would have been harmful or increased costs to

special districts.

IEUA participates in the CSDA legislative subcommittees on these key issues. Ongoing priorities include monitoring pension reform legislation and protecting property taxes and other local and regional sources of revenue for Special District budgets.

Representation: Kathy Besser, Christina Valencia

Dues: \$6,089

California Wastewater Climate Change Group:

Climate change poses one of the most significant challenges of our time. Not only must our society curb greenhouse gas emissions and fossil fuel use, but we must adapt to rising sea levels, increased droughts and floods, and extreme storm events, all of which will affect our wastewater infrastructure. The wastewater community has a significant role to play in addressing climate change. Wastewater agencies across the state are improving the energy efficiency of their operations to reduce demands on fossil fuel energy sources, producing renewable energy using biogas, solar, and wind, and reducing their greenhouse gas emissions. They are also developing strategies to adapt to expected changes in climate. The California Wastewater Climate Change Group (CWCCG)'s vision is to be the recognized providers of education, leadership, and advocacy for the California wastewater community in fostering opportunities for science-based, cost-effective climate change solutions.

CWCCG is a project of CASA, and CASA's energy committee collaborates directly with this organization. The priority for CWCCG is AB 32 and its implications for wastewater agencies.

Representation: Jesse Pompa, Martha Davis

Dues: \$15,000

Isle Utilities:

A TAG membership will serve as a valuable tool for IEUA staff to learn about new wastewater technologies that have the potential to provide significant benefits to the Agency. TAG gives its members access to a portfolio of new technologies while allowing its members to stay focused on their core businesses. TAG searches out technologies which are innovative and ready for potential trials, and then presents these technologies to its members. Members then have a vote on the top prospects, allowing those that align best with the members needs to take precedence.

The TAG membership also provides a forum for IEUA to request technology searches that relate to the Agency's specific needs and challenges. TAG members also have access to global industry trials, online support, and interactive workshops. Some of the southern California wastewater agencies that are members of TAG include Orange County Sanitation

District, Irvine Ranch Water District, City of Escondido, and others. IEUA's participation in the TAG has provided value to staff in identifying technologies that can benefit future Agency projects and initiatives.

Representation: Jeff Noelte
Dues: \$12,000

National Water Research Institute (NWRI):

The National Water Research Institute (NWRI) provides valuable research and policy guidance to the industry on important issues affecting the usage of water, wastewater and recycled water. NWRI is highly regarded by the environmental regulatory community and often collaborates with regulators such as California Department of Public Health (CDPH) and the Regional Water Quality Control Board (RWQCB) at their request to provide expert panel support on water quality related issues in the Santa Ana River Watershed and the Chino Basin.

With specialized research aligned with water quality and quantity issues, NWRI assisted in IEUA's Automatic Water Softener Program and ordinance adoption approval process, and has a phase II plan to help promote the certification of salt less technology. NWRI's support of this element of salt management in the Chino Basin (and southern California) is very important to its success, which will have long-lasting benefits for IEUA and its member agencies. In 2009, NWRI assembled an expert panel at the request of CDPH to review IEUA's recycled water groundwater recharge program permit amendment request was successfully approved resulting in the continuance of the groundwater recharge program with recycled water which otherwise would have been suspended at the time. Significant potential capital costs were also avoided through this amendment.

Through strategic partnerships with leading organizations in the water and wastewater industries, NWRI sponsors projects and programs focused on ensuring safe, reliable sources of water now and for future generations. Notable areas of focus are the treatment technology and the regulatory aspects of recycled water use. IEUA has a seat on the NWRI board, whose members also include: Irvine Ranch Water District, Los Angeles Department of Water and Power, Orange County Sanitation District, Orange County Water District, and West Basin Municipal Water District.

Representation: Director Elie, Jeff Noelte
Dues: \$50,000

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

SCAP is organized under the "strength-in-numbers" concept in order to ensure that environmental regulations applied in southern California are appropriate, reasonable and cost-effective. Through the committee efforts information is gathered and disseminated to

all members using the SCAP Monthly Update, published committee reports, periodic SCAP Alerts. SCAP provides specific leadership on key regulatory focus areas, such as air, water, energy, biosolids and collection systems, and works closely with CASA to communicate these issues at the state and federal level. Specialized committees have played an integral part in proactively affecting the outcome of proposed regulations that would have had significant economic impacts to the Agency.

Representation: General Manager Joseph Grindstaff (board member), Jesse Pompa (committee member)

Dues: \$15,001

Southern California Salinity Management Coalition:

Formed in 2000, IEUA is a founding member of the Coalition, which addresses the complex problems of salt management in Southern California. The Southern California Salinity Coalition has financially assisted IEUA on the water softener reduction project and regional board regulatory issues and continues to sponsor new research that will support the Chino Basin in addressing long term salt management issues.

Representation: Chris Berch, Craig Proctor

Dues: \$10,000 *Administered by Jeff Mosher (NWRI)*

WateReuse Association:

WateReuse Association is the lead advocate for water recycling in the nation. Membership in the association includes state section membership as well. WateReuse has a proactive program, legislation, government relations, regulatory agency oversight, technology transfer and public education and outreach regarding the use of recycled water. At the national level, WateReuse is an advocate for Title XVI funding, and works closely with IEUA to ensure continued federal support for recycled water programs.

The California section is active in both legislative and regulatory affairs, and played a pivotal role in securing passage of IEUA's water softener legislation (AB 1366). Ongoing priorities include protection of Title XVI funding, support of programs at the federal level and promoting legislation that advances potable reuse along with indirect potable reuse.

Representation: General Manager Joseph Grindstaff, Kathy Besser, Martha Davis (board member, committee member)

Dues: \$9,486

WateReuse Foundation:

WateReuse Foundation is an educational, nonprofit public benefit corporation that serves as a centralized organization for the water and wastewater community to advance the science

of water reuse, recycling, reclamation, and desalination. The Foundation's research covers a broad spectrum of issues, including chemical contaminants, microbiological agents, treatment technologies, salinity management, public perception, economics, and marketing.

The WateReuse Research Foundation has undertaken more than 150 research projects, applying more than \$46 million in federal, state and private funding to date, to create leading-edge programming that stimulates new knowledge, information programs and produces to advance water recycling and desalination for the benefit of the nation's water supply, and for a worlds in need of water in the era of scarcity.

Representation: General Manager Joseph Grindstaff, Kathy Besser, Martha Davis
Dues: \$12,000

**AGENCY-WIDE MEMBERSHIP BENEFIT DUE COMPARISON
 (Memberships greater than \$5,000)**

Membership	Fiscal Year Actuals				Proposed
	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16
Assoc of California Water Agencies	26,466	26,994	27,533	28,084	30,640
Assoc of Compost Producer	10,000	10,000	5,000	-	-
California Association of Sanitation	18,000	18,000	18,720	18,720	18,900
California Special Districts Association	4,581	4,925	5,294	5,691	5,691
California Wastewater Climate Change Group	-	-	-	-	15,000
Isle Inc	-	-	10,000	10,000	12,000
National Water Research Institute	55,000	55,000	55,000	50,000	50,000
SCAP	15,001	15,001	15,001	15,001	15,001
So California Salinity Coalition	10,000	10,000	10,000	10,000	10,000
Water Environment Research	23,460	23,940	-	-	-
WaterReuse Association	7,490	8,624	8,624	8,624	9,486
WaterReuse Research Foundation	12,000	12,000	12,000	12,000	12,000
Grand Total	181,998	184,484	167,172	158,120	178,718

Removed in previous years

**AGENCY-WIDE MEMBERSHIP BENEFIT SUMMARY
 (Not-To-Exceed \$5,000)
 FY 2015/2016**

Membership	Fiscal Year Actuals				Proposed
	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16
Bioenergy Association of California	-	5,000.00	5,000.00	5,000.00	5,000.00
Alliance for Water Efficiency	1,540.00	1,540.00	1,540.00	1,540.00	1,540.00
Southern California Water	1,000.00	1,500.00	-	1,500.00	1,500.00
Water Education Foundation	902.00	1,037.00	1,193.00	1,372.00	1,372.00
National Safety Council	557.00	557.00	687.00	687.00	687.00
California Association of Storm Water Quality Agencies	-	-	-	500.00	500.00
Association San Bernardino County	410.00	200.00	-	290.00	290.00
Chino Valley Chamber of Commerce	295.00	590.00	-	295.00	295.00
Fontana Area Chamber of Commerce	400.00	400.00	400.00	400.00	400.00
Montclair Chamber of Commerce	300.00	300.00	325.00	325.00	325.00
Ontario Chamber of Commerce	200.00	245.00	245.00	395.00	395.00
Rancho Cucamonga Chamber of Commerce	290.00	290.00	340.00	340.00	340.00
Upland Chamber of Commerce	140.00	147.00	299.00	150.00	150.00
Public Agency Risk Management	100.00	100.00	-	200.00	200.00
	6,134.00	11,906.00	10,029.00	12,994.00	12,994.00

Not yet paid for FY 2014/15

RESOLUTION NO. 2015-2-2

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

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

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

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

Section 1. That this Board of Directors does hereby approve and authorize the fiscal year Agency-wide annual memberships in and affiliation with, and authorize the General Manager to execute payment of membership fees to these organizations (see attachment).

Section 2. That this Board of Directors does hereby approve and authorize the General Manager, or in his absence, his designee, to approve all Agency-wide annual memberships in and affiliation with, and payment of membership fees to these organizations less than \$5,000.00.

Section 3. That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships is hereby authorized.

Section 4. That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships and employee professional memberships be authorized by the Board of Directors in the budget each fiscal year.

Section 5. Upon adoption of this resolution, Resolution No. 2014-4-4 is hereby rescinded in its entirety.

ADOPTED this 18th day of February, 2015.

Terry Catlin
President of the Inland Empire
Utilities Agency* and the Board
of Directors thereof

ATTEST:

Steven J. Elie
Secretary of the Inland Empire
Utilities Agency* and the Board
of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2015-2-2, was adopted at a regular meeting on February 18, 2015, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

(SEAL)

Steven J. Elie
Secretary/Treasurer

* A Municipal Water District

**AGENCY-WIDE MEMBERSHIP BENEFIT SUMMARY
(Greater than \$5,000)
FY 2015/2016**

Membership	Representation	Estimated Dues
Association of California Water Agencies	Chris Berch, Christina Valencia, Martha Davis	\$30,640
California Association of Sanitation Agencies (CASA)	Director Hall, Martha Davis	\$18,900
California Special Districts Association (CSDA)	Kathy Besser, Christina Valencia	\$5,691
California Wastewater Climate Change Group	Jesse Pompa, Martha Davis	\$15,000
Isle Utilities	Jeff Noelte	\$12,000
National Water Research Institute (NWRI)	Director Elie, Jeff Noelte	\$50,000
Southern Cal. Alliance of Publicly Owned Treatment Works (SCAP)	General Manager Joseph Grindstaff, Jesse Pompa	\$15,001
Southern California Salinity Management Coalition	Chris Berch, Craig Proctor	\$10,000
WaterReuse Association	General Manager Joseph Grindstaff, Kathy Besser, Martha Davis	\$9,486
WaterReuse Foundation	General Manager Joseph Grindstaff, Kathy Besser, Martha Davis	\$12,000
	Total:	\$178,718

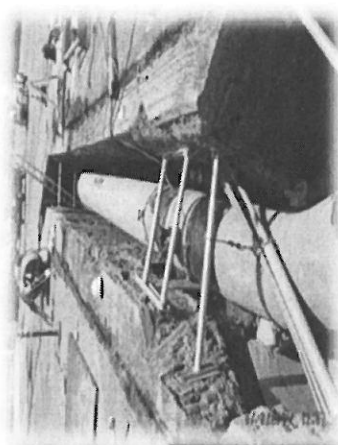
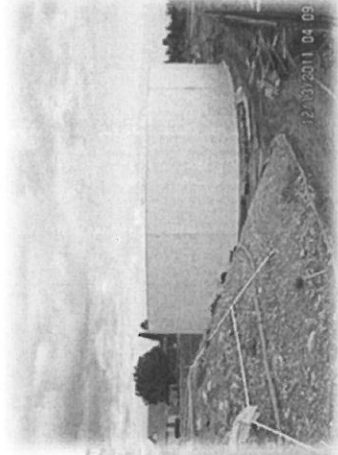
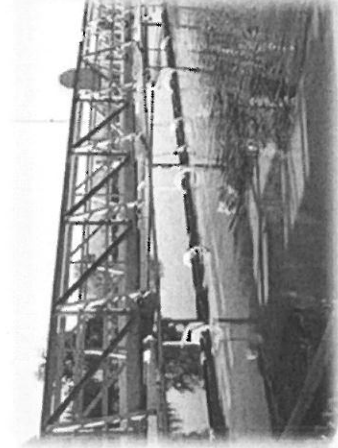
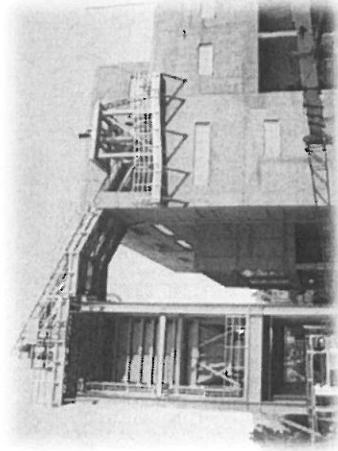
INFORMATION

ITEM

2A

Engineering Strategic Planning

February 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Chris Berch, P.E. BCEE
Executive Manager of Engineering/Assistant General Manager

Majid Karim, P.E.,
Acting Manager of Engineering

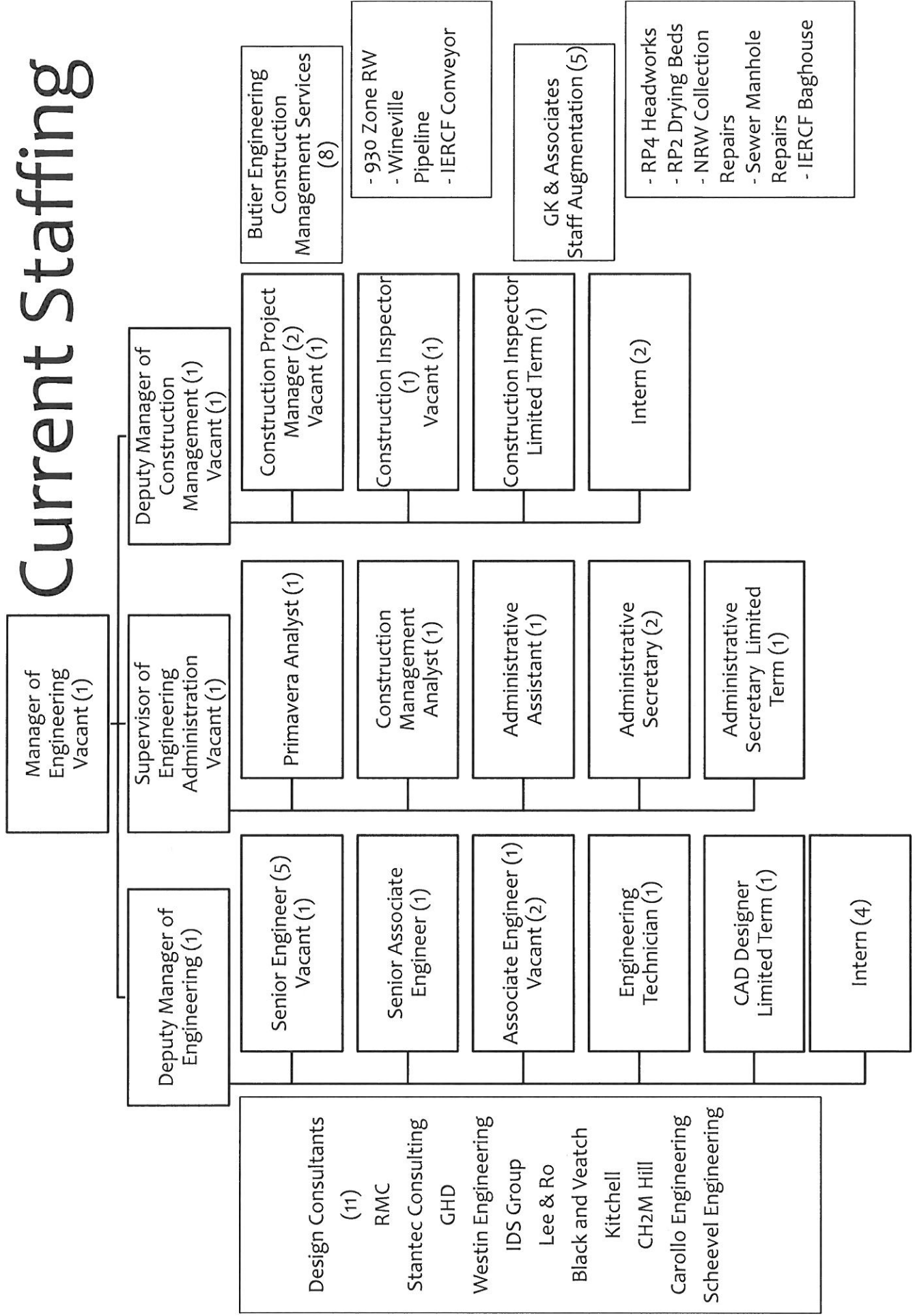
Presentation Outline

- Current and Future Workload
- Current Staffing
- Capital Improvement Staffing Plan
- Capital Improvement Plan (CIP) Program Management
 - Resource Planning
 - Delivery Methods
 - Staffing Development
- Next Steps

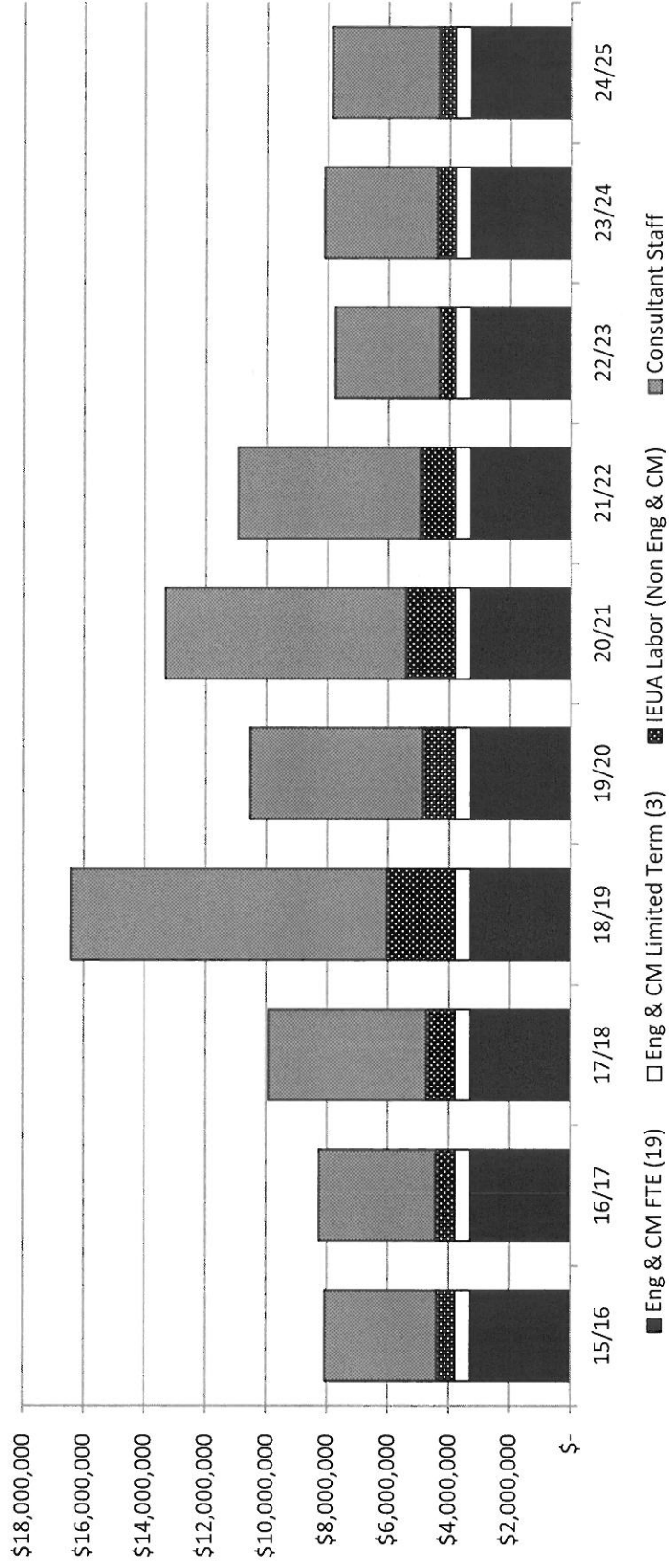
Current and Future Workload

- Current FY 14/15 Budget: \$51 M
 - Projects in Design: 32
 - Project in Construction: 24
- Ten Year Capital Improvement Budget - \$908 M

Current Staffing

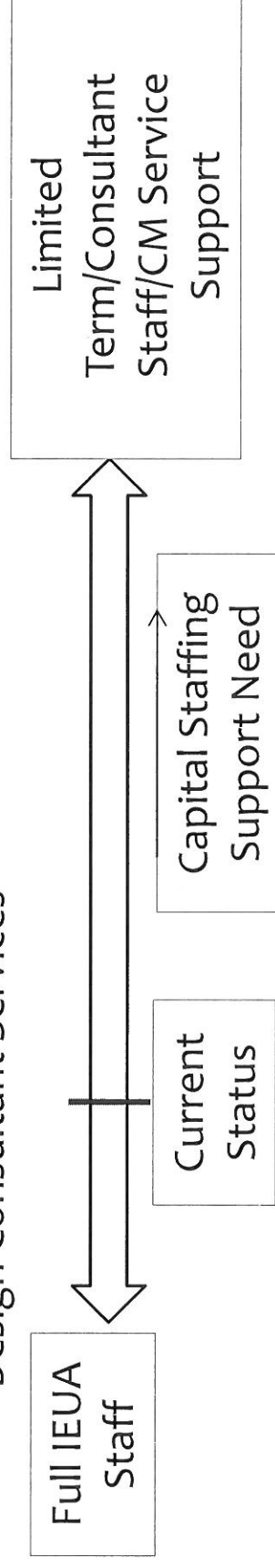


Capital Improvement Staffing Plan



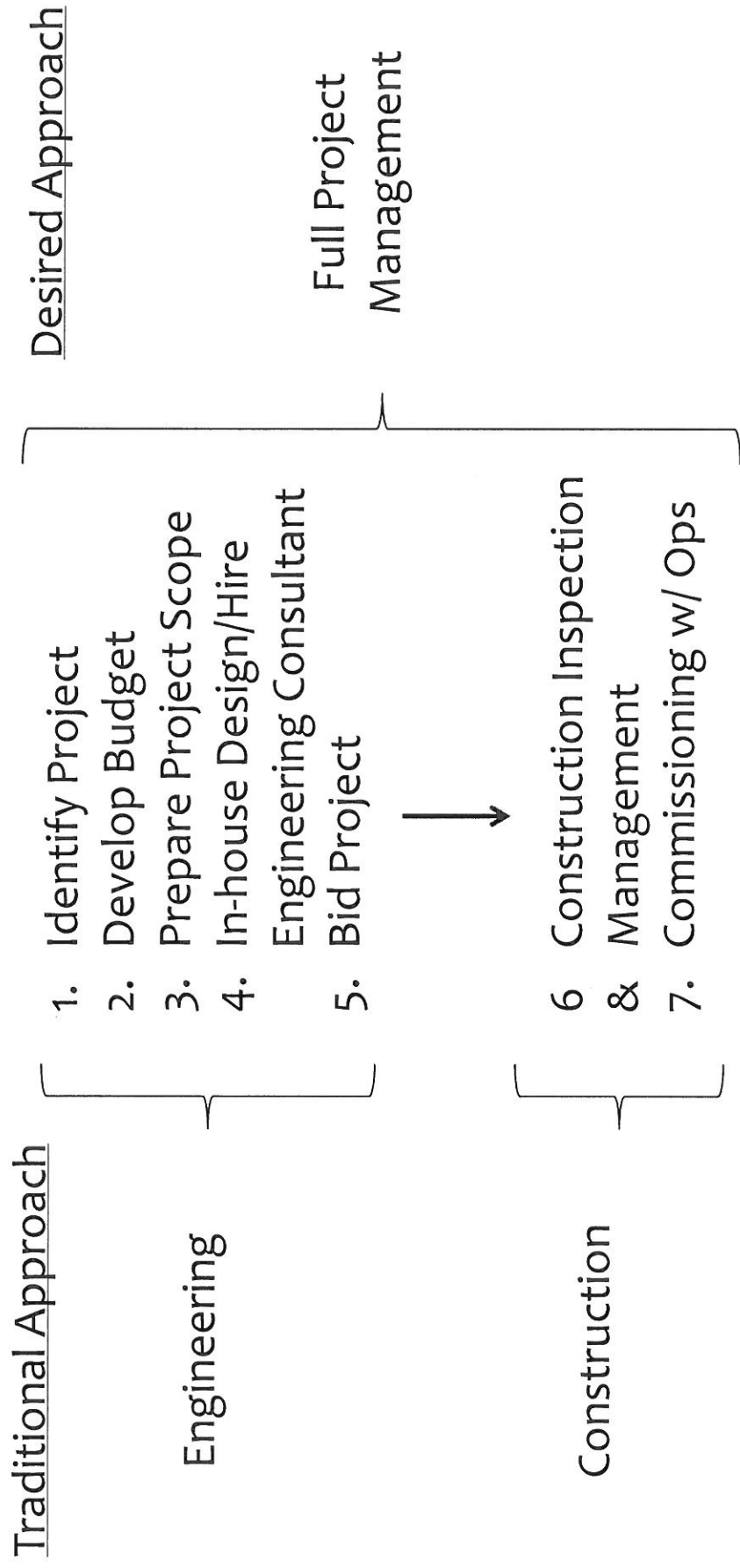
CIP Program Management

- Historical Approach to Staffing
 - Base Staffing through “Traditional” IEUA Staff
 - Manage “Peaks” with Limited Term/Contract Staff
- CIP Program Management
 - Adjust to CIP Variability or Specialty Needs through:
 - Limited Term IEUA Staff
 - Consultant Staff (Augment IEUA Staffing)
 - Construction Management Services (e.g. Butler)
 - Design Consultant Services



CIP Program Management

* Adjusting to Agency Needs



CIP Program Management

* Delivery Methods

Traditional Delivery Method (Historical Standard)

1. Design-Bid-Build

Non-Traditional Delivery Methods

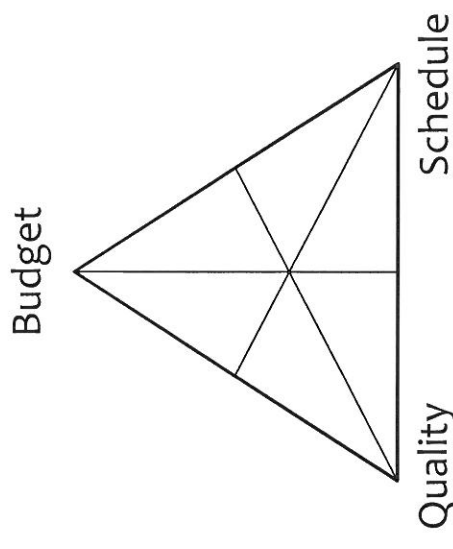
1. Prequalification of Contractors
2. Minor Construction Contracts (Prequalified)
3. Design-Build

Goal: Integrate Non-Traditional Methods as Appropriate

CIP Program Management

Staff Development

- Maximize Performance through Staff Development
- Project Management Institute
 - Training (through IEUA)
 - Certification
- Enhanced Budget Proficiency
 - SAP Reporting & Dashboards
- Enhanced Project Scheduling
 - Primavera User Enhancement & Training

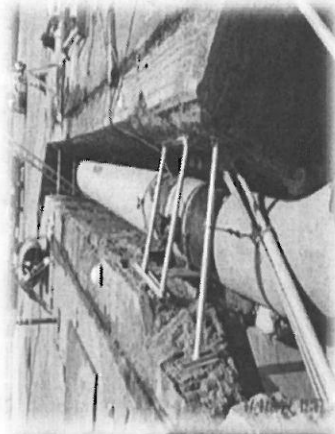
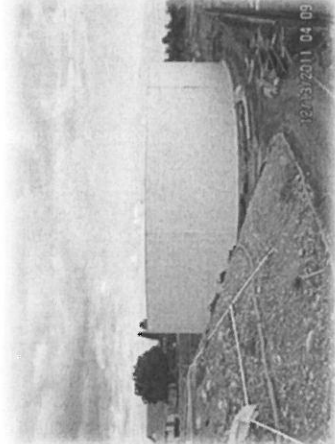
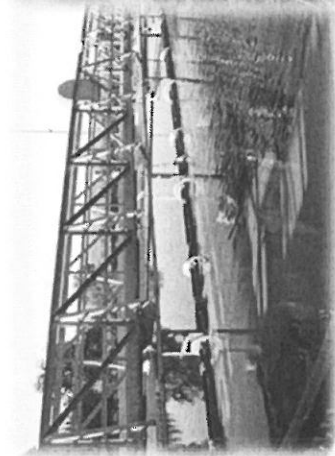
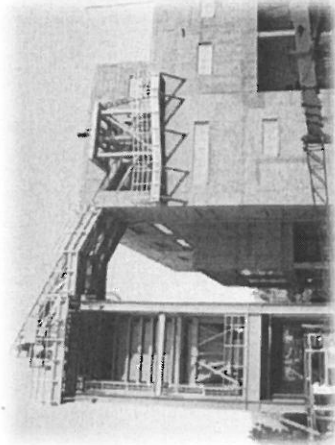


Goal: Deliver High Quality Projects on Time and on Budget

Next Steps

- Input from Committee
- Development of Engineering Strategic Plan
 - Capital Design/Construction Needs
 - Resource Planning
 - Staffing Development
 - Staff Cross Training
 - Professional Certification
 - Industry National Organization Participation

Questions?

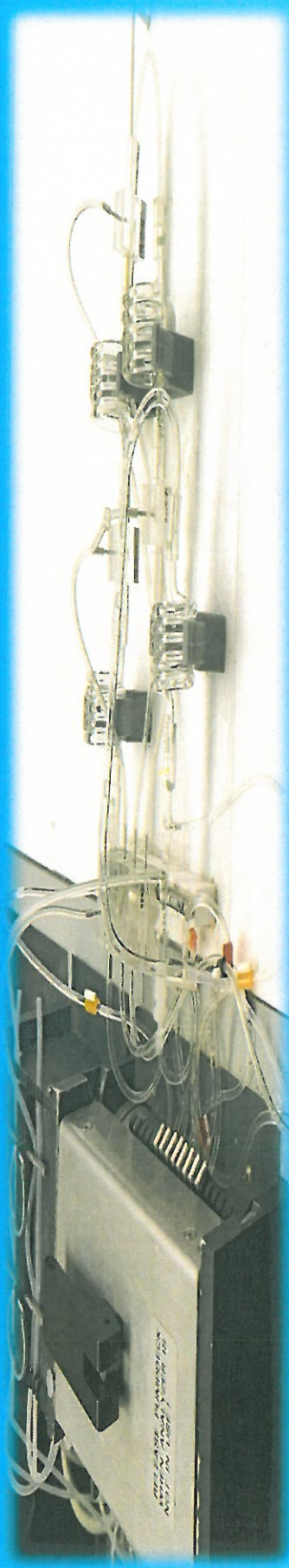


INFORMATION

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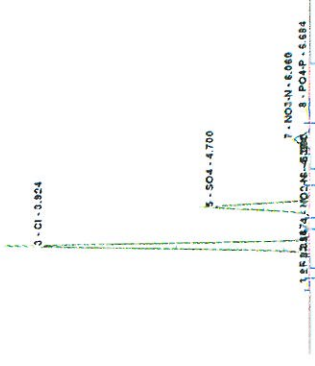
2B

Laboratory Semi-Annual Update



Laboratory Activities

- **FY1415 Samples and Analyses**
 - Samples: 8,788
 - 3,549 Compliance, 5,239 Discretionary
 - Analyses: 31,608
 - 17,278 Compliance, 14,330 Discretionary
- **Pretreatment and Source Control Projects**
 - Local Limits Lab data gap analyses performed in September 2014
- **GWR 3D Fluorescence Project**
 - Project sampling and analyses completed in January 2015
- **Laboratory Certification**
 - Bioassay On-Site inspection: January 20, 2015
 - All other tests on-site inspection awaiting ELAP notification



New Instrumentation



- **Inductively Coupled Plasma – Mass Spectrophotometer (ICP-MS)**
 - Low level metals analyses on Wastewater Effluents and Well samples
 - Efficient, user friendly design for routine maintenance and analysis
 - Better sensitivity

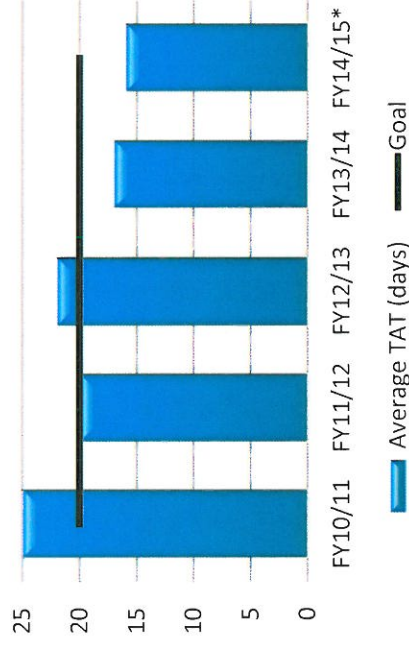
Customer Service

Meeting IEUA Needs

Performance Indicators:

- Report Samples within Established Turn Around Times (TAT):
 - Compliance (Goal: 20 day average)
 - Process Control Samples (24 hours).

Average Compliance TAT



Compliance Sample TAT

	10/11	11/12	12/13	13/14	14/15*
Average TAT (days)	25	20	22	17	16
Maximum TAT (days)	63	44	43	56	54
# reported >28 days	181	87	221	91	47
Compliance Samples	8,623	7,086	6,809	7,080	3,549
Performance %	98%	99%	97%	99%	98%

* Through December 2014



INFORMATION

ITEM

2C



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Mid-Year Building Activity Report (July Thru December 2014)

February 18, 2015

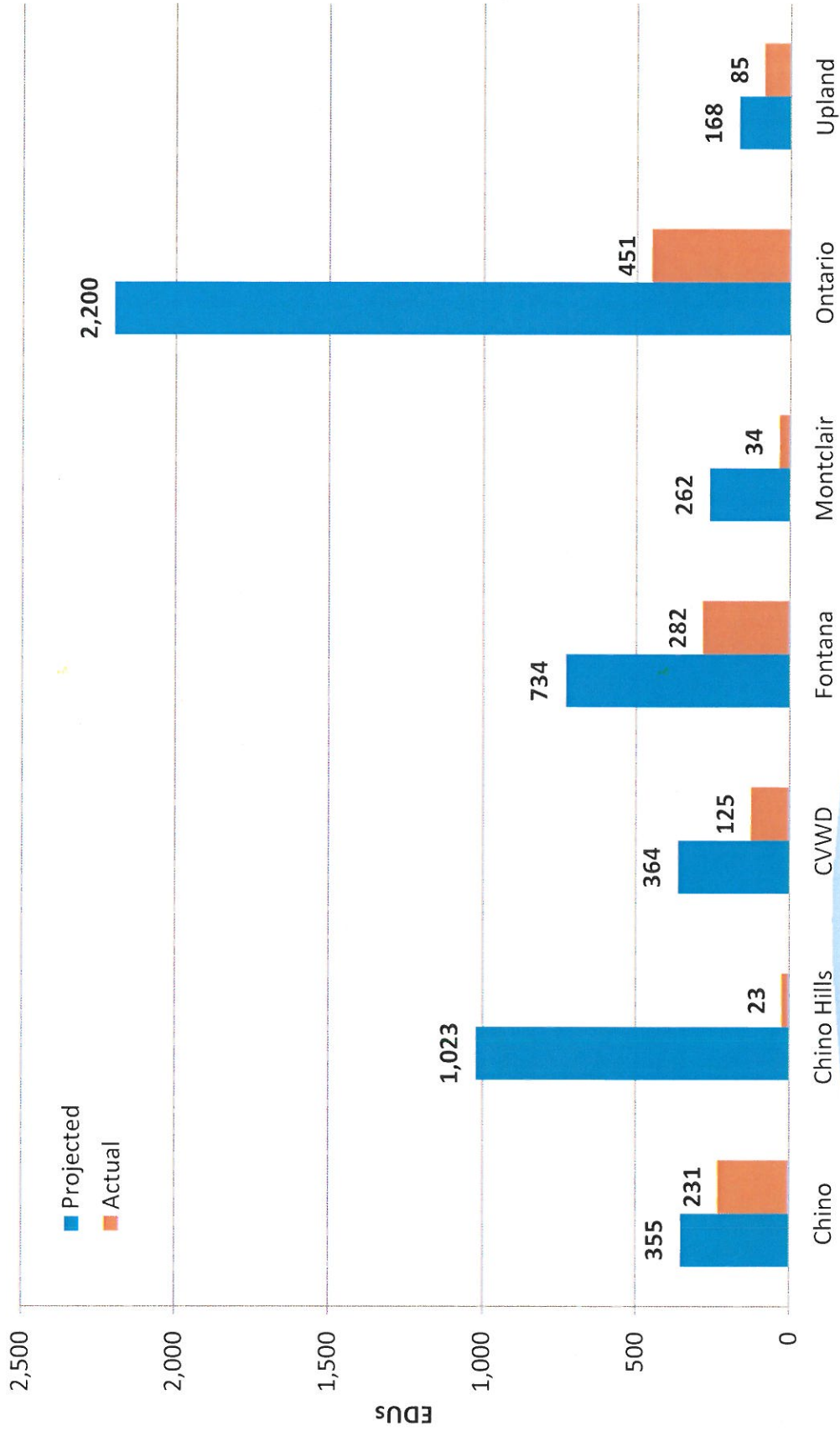
Sylvie Lee
**Manager of Planning &
Environmental Compliance**

Summary: Mid-Year Building Activity

- IEUA Member Agency Forecast = 5,106 EDUS
 - IEUA Budgeted Forecast = 3,000 EDUS
 - Building Activity (to date) = 1,231 EDUS
 - 24% of Member Agency Forecasts
 - 41% of IEUA Budgeted Forecast
- 

Mid Year 14/15 Distribution of Growth

(July – December 2014)



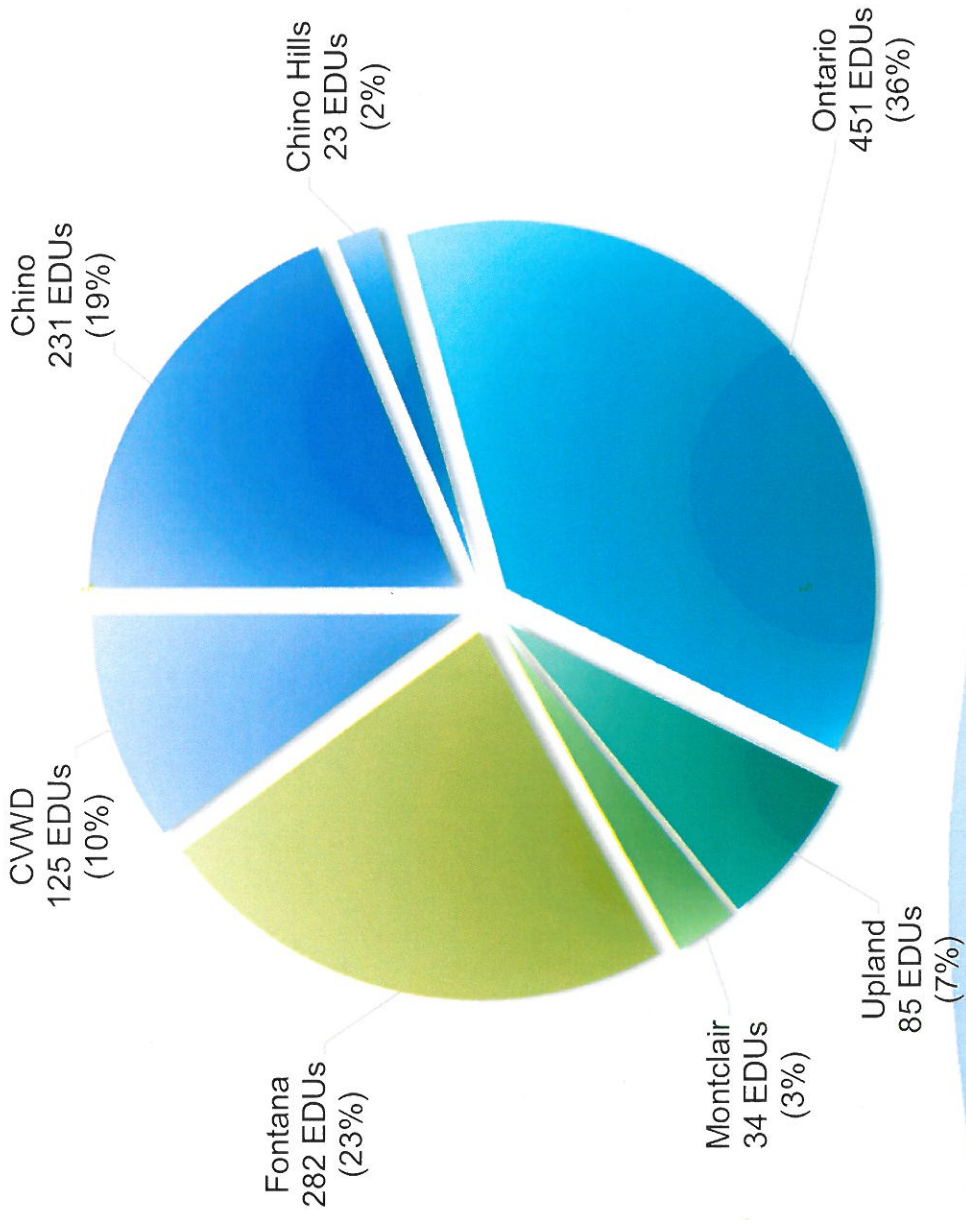
Mid Year 14/15 Building Activity

(July – December 2014)

Contracting Agency	Residential (EDUs)	Commercial/Industrial (EDUs)	Total (EDUs)
Chino	187	44	231
Chino Hills	1	22	23
CVWD	34	91	125
Fontana	258	24	282
Montclair	28	6	34
Ontario	409	42	451
Upland	46	39	85
Mid Year Actual Totals	963	268	1,231
Projected Totals	4,167	939	5,106

Mid Year 14/15 Building Activity

1,231 EDUs Resulted in \$6.29M in CCRA Funding



Building Activity Report - YTD Fiscal Year 2014/15



Legend

- Service Area
- Unincorporated

EDU (YTD)

Residential

- <=1.0
- 1.0 - 10.0
- >10.0

Commercial

- <=1.0
- 1.0 - 10.0
- >10.0

Industrial

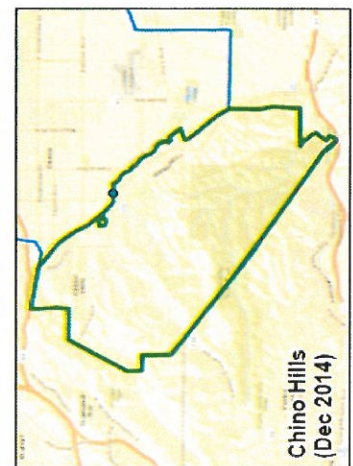
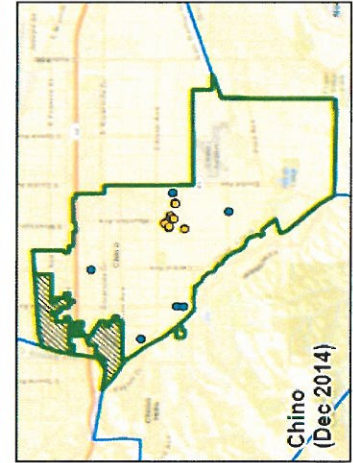
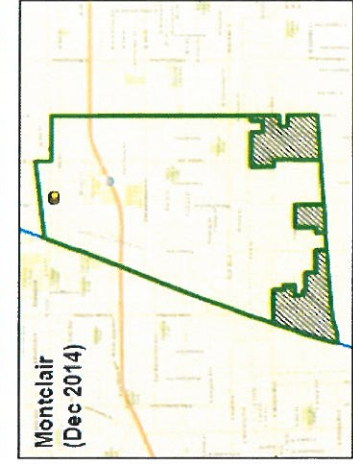
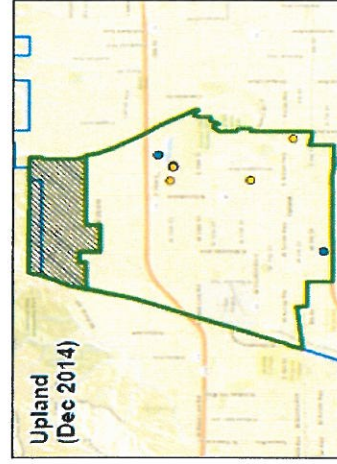
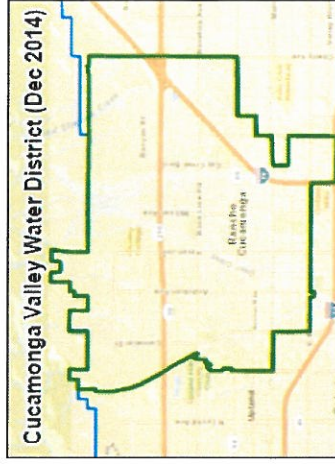
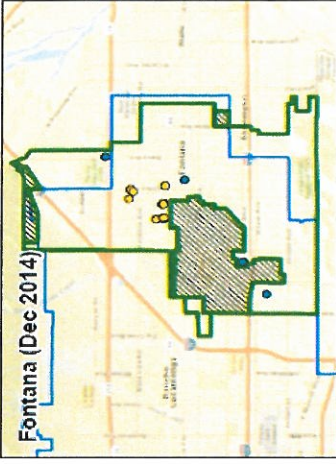
- <=1.0
- 1.0 - 10.0
- >10.0

HALF MILE GRID: TOTAL EDU's (YTD)



TOTAL EDU BY CONNECTION TYPE (YTD)

Contracting Agency	YTD Actual			Projected	
	Residential (EDUs)	Commercial (EDUs)	Industrial (EDUs)	Total (EDUs)	Total (EDUs)
Chino	187	37	7	231	335
Chino Hills	1	22	0	23	1,023
CVWD	34	89	2	124	364
Fontana	258	23	1	282	734
Montclair	28	6	0	34	262
Ontario	409	12	10	431	2,200
Upland	46	39	0	85	168
Total	963	248	20	1,231	5,106





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?

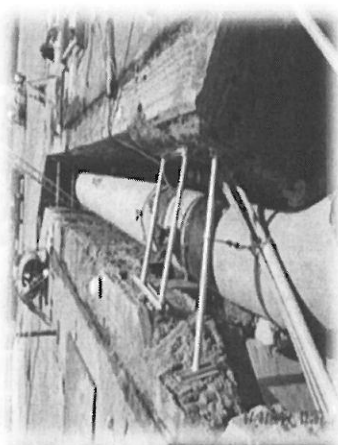
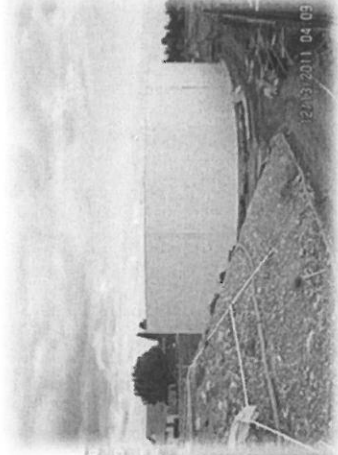
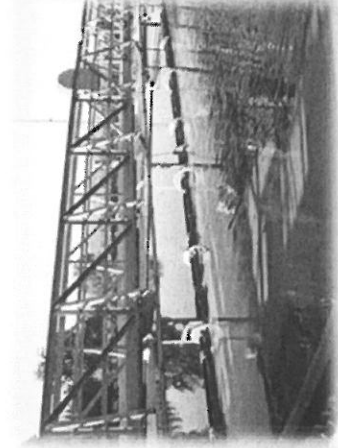
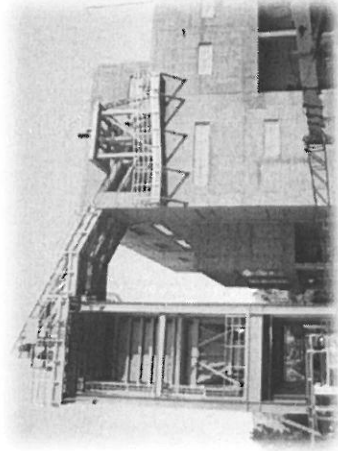
INFORMATION

ITEM

2E

Engineering and Construction Management Project Updates

February 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

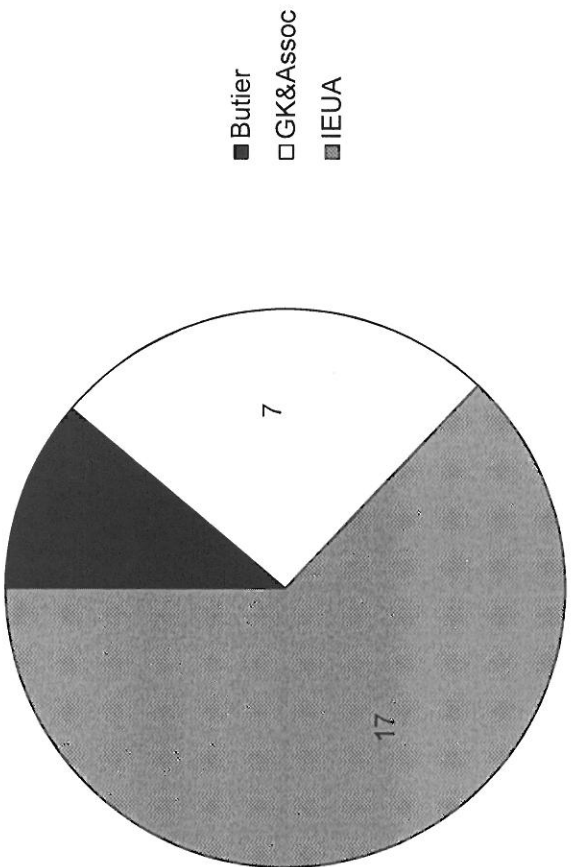
Majid Karim, P.E.,
Acting Manager of Engineering

David Mendez,
Deputy Manager of Construction Management

Project Overview

- Fiscal Year 14/15 Budget: \$35.5 M
- Active Construction Projects: 27
- Active Engineering Projects: 45
- Projects in Bid and Award: 7
- Active Emergency Projects: 3

Projects in Construction

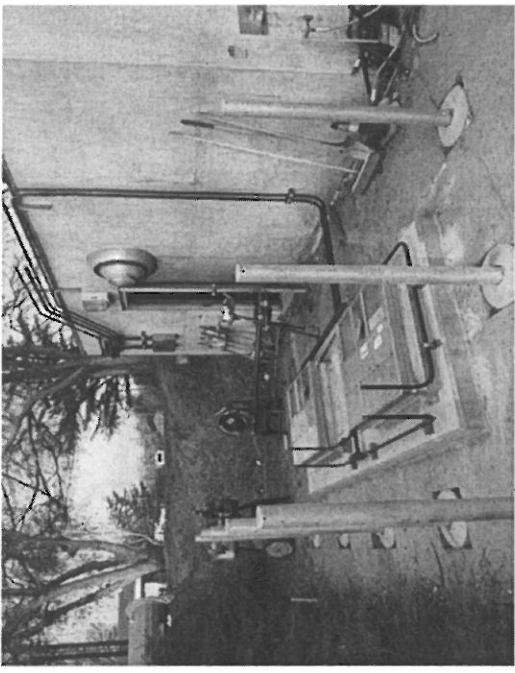


EN13054 - Montclair Lift Station Upgrades

EN11035 - Philadelphia Pump Station Upgrades

- Contractor: GSE Construction
- Current Contract: \$3.2 M
- Scope of Work: Replacement of pumps, valves and upgrade of electrical and control systems.
- Current Activities:
 - Montclair - Plant is in complete bypass to demo and replace PLC's, pumps and electrical switchgear
 - Philadelphia - Currently in 30-day operational test
- Contract Completion: March 2015
- Percent Complete:
 - EN13054 - Montclair Lift Station Upgrades 41%
 - EN11035 - Philadelphia Pump Station Upgrades 95%
- Focus Points:
 - Montclair - During bypass, install and test all items for plant to return to service

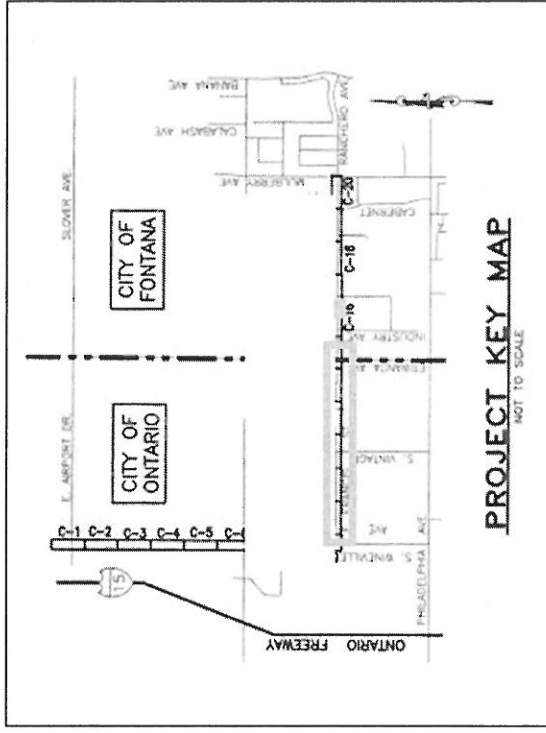
Montclair Air Conditioner Pads and Feeder Conduit



EN06025 – Wineville Recycled Water Pipeline Extension Segment A

- Contractor: CCL Contracting, Inc.
- Current Contract: \$10.2 M
- Scope of Work: Construct 2.5 miles of 36-inch RW Pipeline and 1.0 mile of 24-inch RW Pipeline
- Current Activities:
 - Pipe installation on Francis heading east
 - Jack & bore near Vintage and Francis
 - ~ 1 mile of pipe installed (approximately 5,400 feet)
- Contract Completion: July 2015
- Percent Complete: 28%
- Focus Points:
 - Adjustments to pipeline vertical alignment to clear conflicts
 - San Bernardino County Flood Control District permit received January 8, 2015

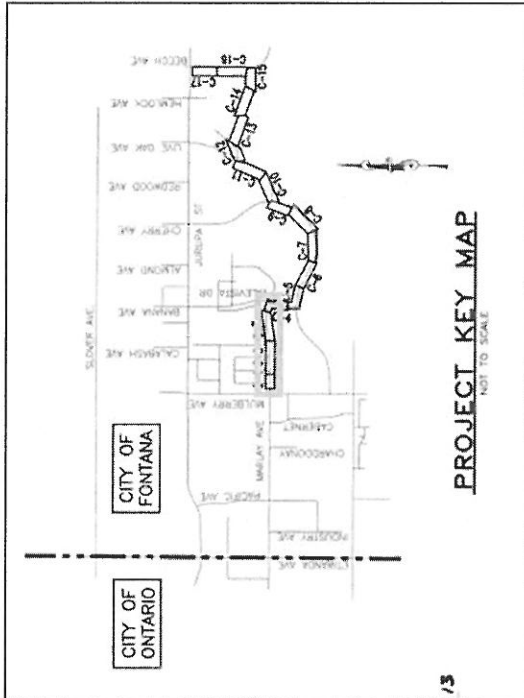
Wineville Segment A Pipeline Installation Progress



EN13045 – Wineville Recycled Water Pipeline Extension Segment B

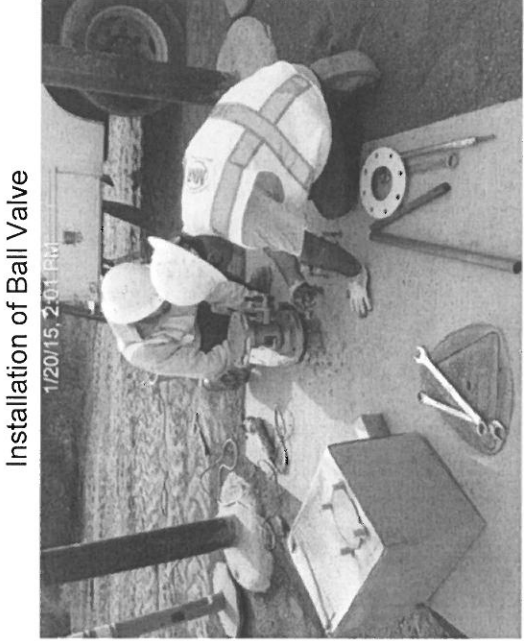
- Contractor: Mike Bubalo Construction
- Current Contract Value: \$8.9 M
- Scope of Work: Construct 2.8 miles of 36-inch RW Pipeline
- Current Activities:
 - Installation of pipe heading east on Marlay from Mulberry to Banana
 - ~0.5 mile of pipe installed (approximately 2,800 feet)
- Contract Completion: July 2015
- Percent Complete: 13%
- Focus Points:
 - Installation of pipeline sections not impacted by VECP
 - VECP approval needed from SCE and the State of California Department of Finance

Wineville Segment B Pipeline Installation Progress



EN13023 – 930 Zone Recycled Water Pipeline

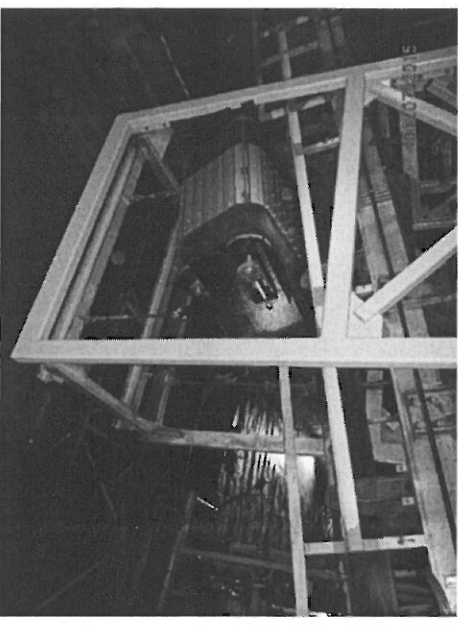
- Contractor: MNR Construction, Inc.
- Current Contract: \$12.5 M
- Scope of Work: Construct 2.4 miles of 30-inch RW Pipeline
- Current Activities:
 - Pipe installation complete
 - Cathodic protection system testing
- Contract Completion: January 2015
- Percent Complete: 97%
- Focus Points:
 - Punch list items and appurtenance tagging
 - Final project expense reconciliations



RA11004 – IERCF Conveyance Improvements

- Contractor: Olsson Construction
- Current Contract Value: \$3.3 M
- Scope of Work: Belt conveyor modifications
- Current Activities:
 - Electrical installation ongoing
 - Conveyance system installation ongoing
- Contract Completion: March 2015
- Percent Complete: 86%
- Focus Points:
 - Final conveyor sections in fabrication
 - Electrical system
 - IERCA Board approved 825 K contract amendment

Conveyor Electromagnet Coating Repairs



Conveyor Electromagnet Coating Repairs



RA15001 – IERCF Baghouse and Dust Collection System Enhancements

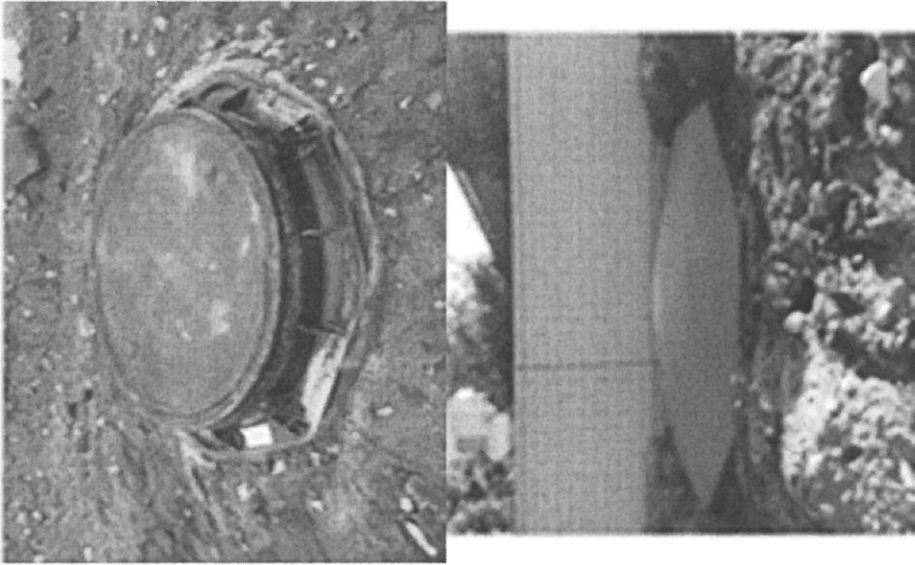
- Contractor: Baghouse and Industrial Sheet Metal Services
- Current Contract: \$931,370
- Scope of Work: Remove and replace existing dust collection fans and replace with circular ducting, including internal suppression system and pressure sensors
- Current activities:
 - Contractor completed demolition and has started to replace with new circular ducting
- Contract Completion: April 2015
- Percent Complete: 50%
- Focus Points:
 - Project to finish start up and training by the end of February

Main Dust Collecting Header



EN14035 – NRW Collection System Repair EN14037 – Sewer Manhole Rehab

- Contractor: Genesis Construction
- Current Contract: \$496,000
- Scope of Work: Replace existing manhole frames and covers per San Bernardino County Flood District and excavate, replace and adjust manholes in the cities of Fontana and Ontario
- Current Activities:
 - EN14035 – Replace 10’ section of iron gate
 - EN14037 – Mobilization began end of January
- Contract Completion: March 2015
- Percent Complete:
 - EN14035 – NRW Collection System Repair 100%
 - EN14037 – Sewer Manhole Rehab 5% (Currently on schedule)
- Focus Points:
 - Project EN14035 completed first week in February.



EN09021 – RP-4 Headworks Retrofits

- Contractor: J.R. Filanc Construction
- Current Contract: \$1,162,000
- Scope of Work: Replace influent bar screens and channel gates with new Monster fine screens and washer/compactor, including fiberglass reinforced plastic Headworks building
- Current Activities:
 - Testing and Commissioning of the Primary (east) fine screen and washer/compactor.
 - Auto sequencing and final loop checks are in process
- Contract Completion: June 2015
- Percent Complete: 58%
- Focus Point:
 - West fine screen is operational (new)
 - Existing conveyor integration and SCADA interfacing for remote control/monitoring purposes

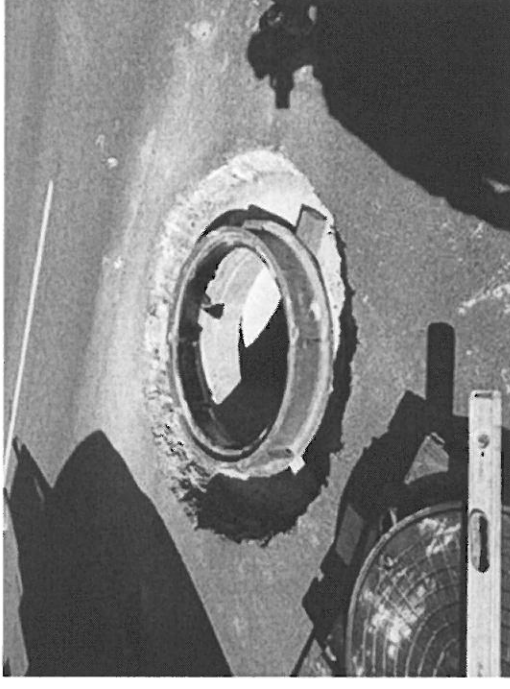
Bar Screen Installation



Emergency Projects

- San Bernardino Ave. Fiber Optic Manhole Repair:
Estimated Cost \$11,500
 - New Manhole ring and cover installed
- RP-1 Biofilter No. 2 Sealant Repair and Cleaning:
Estimated Cost \$40,000
 - Contractor mobilizing onsite January 21, 2015

Manhole Repair



Biofilter Sealant Repair and Cleaning



Questions?

