

NOTICE OF MEETING

OF THE
BOARD OF DIRECTORS
OF THE



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

WILL BE HELD ON
WEDNESDAY, MARCH 18, 2015
10:00 A.M.

AT THE OFFICE OF THE AGENCY
6075 KIMBALL AVENUE, BUILDING A,
CHINO, CA 91710



AGENDA

MEETING OF THE BOARD OF DIRECTORS

**WEDNESDAY, MARCH 18, 2015
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708**

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

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which are 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. PUBLIC HEARING AND ADOPTION OF ORDINANCE NO. 101

It is recommended that the Board:

1. Hold a Public Hearing to receive public comments prior to the adoption of Ordinance No. 101, establishing and setting forth the policies governing agency authority and dollar limits for best value procurements and procurement-related activities; and
2. After closing the Public Hearing, adopt Ordinance No. 101.

2. CONSENT CALENDAR

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

A. MINUTES

The Board will be asked to approve the minutes from the January 21, and February 18, 2015 Board meetings.

B. ADOPTION OF RESOLUTION NO. 2015-3-2, COMMENDING CUCAMONGA VALLEY WATER DISTRICT FOR 60 YEARS OF SERVICE

It is recommended that the Board adopt Resolution No. 2015-3-2, commending Cucamonga Valley Water District for 60 Years of Service.

C. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Board approve the total disbursements for the month of January 2015, in the amount of \$11,618,767.82.

D. COPIER LEASE AGREEMENT

It is recommended that the Board:

1. Approve the award of a five-year lease to Konica Minolta, through March 31, 2020, for supply and delivery of 14 various size multi-function copier machines; and
2. Authorize the General Manager to execute the lease agreement.

E. OFFICE SUPPLIES CONTRACT

It is recommended that the Board:

1. Approve the award of a competitively-let contract to Office Depot Office Max of Baton Rouge, FL, (Contract No. 4600001835), through February 28, 2020; for the supply and delivery of office supplies; and
2. Authorize the General Manager to execute the contract.

F. GRAINGER CONTRACT

It is recommended that the Board:

1. Approve the award of a competitively-let contract (Contract No. 4600001831) with Grainger of Ontario, through October 20, 2019; for supply and delivery of maintenance, repair and operating (MRO) related supplies; and
2. Authorize the General Manager to execute the Contract.

G. CONTRACT AWARD FOR INTEGRATED RESOURCES PLAN WEAP MODEL RESILIENCY TESTING

It is recommended that the Board:

1. Award a professional services contract to RAND for Integrated Resources Plan WEAP Model Resilience Testing to augment the Integrated Resources Plan (Project No. WR14019), for a not-to-exceed amount of \$75,000 to increase the total project budget from \$539,179 to \$614,179; and
2. Authorize the General Manager to execute the contract.

H. WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY

It is recommended that the Board:

1. Amend the professional services contract (Contract No. 460001658) with Carollo Engineers for the Wastewater, Water, and Recycled Water Rate and Fee Study, for a not-to-exceed amount of \$334,963; and
2. Authorize the General Manager to execute the contract.

I. ENGINEERING SERVICES CONTRACT AMENDMENT FOR THE RP-4 DISINFECTION FACILITY IMPROVEMENTS

It is recommended that the Board:

1. Approve the amendment to the engineering services contract with IDS Group for the additional consulting services for the RP-4 Disinfection Facility Improvements, Project No. EN14018, for the not-to-exceed amount of \$105,110; and
2. Authorize the General Manager to execute the consultant contract amendment.

J. ENGINEERING SERVICES CONTRACT AWARD FOR THE CCWRF INSPECTION OF THE 72-INCH MIXED LIQUOR PIPELINE

It is recommended that the Board:

1. Approve the award of an engineering services contract for the CCWRF "Mixed" Liquor Pipeline Inspection, Project No. EN15048, to V&A Consulting Engineer, Inc., for a not-to-exceed amount of \$158,839; and
2. Authorize the General Manager to execute the consultant contract.

K. CONSTRUCTION CONTRACT AWARD FOR THE RP-1 DIGESTER GAS SYSTEM EVALUATION AND IMPROVEMENTS

It is recommended that the Board:

1. Approve the construction contract award to J.R. Filanc Construction Company for the RP-1 Digester Gas System Evaluation and Improvements, Project No. EN15056, in the amount of \$407,835; and
2. Authorize the General Manager to execute the construction contract.

3. ACTION ITEMS

A. FISCAL YEAR 2015/16 THROUGH 2024/25 TEN-YEAR CAPITAL IMPROVEMENT PLAN

It is recommended that the Board approve the proposed Fiscal Year (FY) 2015/16 through 2024/25 Ten-Year Capital Improvement Plan (TYCIP).

B. ADOPTION OF THE REGIONAL WASTEWATER EDU VOLUMETRIC RATE FOR FISCAL YEARS 2015/16 – 2019/20

It is recommended that the Board adopt Rate Resolution No. 2015-3-1, establishing service rates for Improvement District "C" for Fiscal Year (FY) 2015/16 through 2019/20 for the EDU volumetric rate for the Regional Wastewater Program.

C. DESIGN/BUILD CONTRACT AWARD OF THE COMMUNICATION SYSTEM UPGRADES

It is recommended that the Board:

1. Award the construction contract to Sun Wireless for the construction of the Communication System Upgrades, Project No. EN12019, for a not-to-exceed total amount of \$826,294; and
2. Authorize the General Manager to execute the construction contract.

4. INFORMATION ITEMS

A. REGIONAL CONTRACT REVIEW – INTERIM AUDIT REPORT FOR CUCAMONGA VALLEY DISTRICT (WRITTEN/POWERPOINT)

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)

C. MWD UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

- D. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)**
- E. **FY 2014/15 SECOND QUARTER BUDGET VARIANCE, PERFORMANCE GOALS UPDATES, AND BUDGET TRANSFER (WRITTEN/POWERPOINT)**
- F. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
- G. **LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
- H. **LEGISLATIVE REPORT FROM THE DOLPHIN GROUP (WRITTEN)**
- I. **LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)**
- J. **CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)**
- K. **INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR MARCH 2015 (WRITTEN)**
- L. **INLAND BIOENERGY PROJECT UPDATE (POWERPOINT)**
- M. **RECYCLED WATER UPDATE (POWERPOINT)**

Materials related to an item on this agenda submitted to the Agency, after distribution of the agenda packet, are available for public inspection at the Agency's office located at 6075 Kimball Avenue, Chino, California during normal business hours.

5. AGENCY REPRESENTATIVES' REPORTS

- A. **SAWPA REPORT (WRITTEN)**
- B. **MWD REPORT (WRITTEN)**
- C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (WRITTEN)**
- D. **CHINO BASIN WATERMASTER REPORT (WRITTEN)**

6. GENERAL MANAGER'S REPORT (WRITTEN)

7. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

8. DIRECTORS' COMMENTS

A. CONFERENCE REPORTS

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

9. CLOSED SESSION

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

- 1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
- 2) Martin vs. IEUA, Case No. CIVRS 1000767
- 3) Sheilds vs. IEUA, Case No. CIVRS 1301638
- 4) Desaddi vs. IEUA, Case No. CIVRS 1304617
- 5) Mwembu vs. IEUA, Case No. CIVDS 1415762
- 6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595
- 7) Qualco vs. IEUA, Case No. CIVRS 1304057

**B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 –
CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

- 1) Property: Water and Pipeline Capacity/Cadiz
Negotiating Party: General Counsel Jean Cihigoyenetché
- 2) Supplemental Water Transfer/Purchase
Negotiating Parties: General Manager P. Joseph Grindstaff
Under Negotiation: Price and Terms of Purchase

**C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

- 1) Three (3) Cases

**D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL
MATTERS**

- 1) Various Positions – Compensation Study
- 2) Various Positions

**E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL
MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Manager of Internal Audit

10. ADJOURN

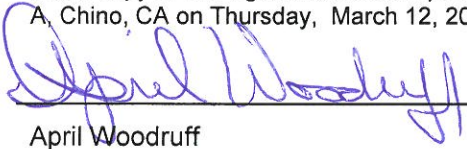
*A Municipal Water District

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

Proofed by: CRJ

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, March 12, 2015.



April Woodruff

**PUBLIC
HEARING
ITEM**

1




Inland Empire Utilities Agency


A MUNICIPAL WATER DISTRICT


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/11/15)
Engineering, Operations, and Biosolids Management Committee (03/11/15)
Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Procurement Ordinance Revisions

RECOMMENDATION

It is recommended that the Board of Directors hold a public hearing to receive comments and, upon conclusion of the public hearing, adopt Ordinance No. 101; establishing and setting forth the policies governing Agency authority and dollar limits for procurement and procurement-related activities.

BACKGROUND

The Agency's current Procurement Ordinance No. 95, was adopted by the Board of Directors on August 21, 2013. That Ordinance has served the Agency well through its established procurement thresholds, expenditure (approval) limits, delegated authority, solicitation requirements and protocols.

The proposed Procurement Ordinance provides for a number of key changes that will improve the Agency's ability to conduct routine business, while ensuring adequate fiscal controls and transparency of expenditures. Most of these changes were prompted by discussions between key stakeholders; i.e., Maintenance, Operations, Engineering, Construction Management, and Executive Management, as well as the Internal Auditor. Additionally, with the merging of the Contracts and Procurement Department with Risk, Facilities Services and Records Management,

the new department name was changed to Contracts and Facilities Services. The proposed changes include:

- **Definitions:** Adds definitions for; “Negotiated Procurements,” “Pre-Qualification,” and, “Surplus Personal Property.” Broadens definition for “Emergency Procurement.”
- **Single/Sole Source Threshold:** Change the threshold for single/sole source purchases from \$50,000 to \$100,000.
- **Informal Solicitations:** Adds clarification for how on-sites services shall be solicited to address requirements related to prevailing wage, contractor registration with the Department of Industrial Relations (DIR), certified payroll, insurance and bonding.
- **Pre-qualification Process:** Adds in the process for projects under and over the two million dollar thresholds.
- **Rejection of Offers:** Increases the threshold from \$250,000 to \$500,000 for the General Manager to reject offers and move forward to rebid a project.

As discussed at the March 11th committee meetings -

- **Change Order and Amendment Authorization:** Adds at the discretion of the General Manager or Manager of CFS, a change order or amendment may be required to go to the Board for approval regardless of its value.

The proposed Procurement Ordinance will provide for reduced cycle time, thereby streamlining the procurement and contracting processes. These changes continue to support a central procurement and contracting initiative, which focuses on best value procurements, leveraging technology, improving efficiency and customer service; while continuing to provide defensible procurement tools to protect and preserve the public trust.

These changes in the ordinance are consistent with the Agency’s Business Goals under *Fiscal Responsibility and Business Practices*, as they support the Agency and internal customers in the completion of their tasks and projects through sound fiscal spending and efficient processes.

PRIOR BOARD ACTION

On August 21, 2013, The Board of Directors adopted Procurement Ordinance No. 95.

IMPACT ON BUDGET

None.

Attachment:
Ordinance No. 101

ORDINANCE NO. 101

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (AGENCY), ESTABLISHING AND SETTING FORTH THE POLICIES GOVERNING AGENCY AUTHORITY AND DOLLAR LIMITS FOR BEST VALUE PROCUREMENTS AND PROCUREMENT-RELATED ACTIVITIES

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY* (AGENCY) AS FOLLOWS:

| | | |
|------------|---|--|
| SECTION 1 | - | PROCUREMENT DEFINITION AND INSTRUMENTS |
| SECTION 2 | - | EXPENDITURE APPROVALS & REQUIREMENTS |
| SECTION 3 | - | SOLICITATIONS AND TERM LIMITS |
| SECTION 4 | - | TRADES AND EXCHANGES |
| SECTION 5 | - | REAL PROPERTY ACQUISITION |
| SECTION 6 | - | DISPOSAL OF SURPLUS |
| SECTION 7 | - | POLICIES AND PROCEDURES |
| SECTION 8 | - | PROHIBITION OF UNAUTHORIZED PROCUREMENT AND REQUIREMENTS FOR PROCUREMENT FUNDING |
| SECTION 9 | - | DEPARTMENT COOPERATION |
| SECTION 10 | - | EXCEPTION TO THIS ORDINANCE |
| SECTION 11 | - | VOIDABLE |
| SECTION 12 | - | SEVERABILITY |
| SECTION 13 | - | REPEAL |
| SECTION 14 | - | EFFECTIVE DATE AND EXECUTION |

SECTION 1: PROCUREMENT DEFINITIONS AND INSTRUMENTS

1. Definitions: The following definitions shall apply to this Ordinance:
 - A. "Appropriated Funding" shall mean that funding which has been authorized by the Board as part of the fiscal year budget, or as a respective augmentation thereto.
 - B. "Authority to Approve" shall mean authority to designate appropriated funding for a specific procurement.
 - C. "Authority to commit" shall mean authority to effect and bind a procurement commitment, including contractual document execution, for a specific designated procurement.
 - D. "Best Value Procurements" for procurements other than public works, shall mean an award based on the best overall value to the Agency including, but not limited to: acquisition cost; lifetime cost of ownership; ability, capability, and skills (e.g., experience, value-added services, etc.)

of supplier/contractor; ability of supplier/contractor to meet the project schedule; character, integrity, reputation and judgment of supplier/contractor (e.g., from reference checks, site visits, and background checks); quality of previous work with Agency or other public entities; warranty or other documented considerations of value (e.g., discounted spare parts) offered to the Agency.

- E. "Budgeted Procurements" shall mean capital projects and operations and maintenance items that have been specifically included as part of the fiscal year budget, or as a respective augmentation thereof, and authorized by the Board.
- F. "Change Order" and "Amendment" shall mean any respective modification to an existing procurement or respective contractual document.
- G. "Competition" shall mean any award whereby a solicitation has been directed to multiple sources and where at least one response is received.
- H. "Contracts and Facilities Services" (CFS) shall refer to the department charged with the responsibility and authority to manage all aspects of the solicitation, negotiation, award, acquisition, contract administration, and surplus/disposal processes for goods, services, property and minor construction (excludes major public works and emergency procurements awarded through and administered by the Engineering and Construction Management Department).
- I. "Contractual Document" shall mean the document which binds Agency commitment of a procurement; such as a contract, agreement, lease, purchase order, change order, or amendment thereto.
- J. "Cooperative Procurement" shall mean a procurement (i.e., combining of requirements) conducted on behalf of two or more public procurement units in order to obtain the benefit of volume purchasing, economies of scale, and/or reduction in administrative expenses.
- K. "Delegate Authority" shall mean authority to assign authority, at specified limits, to respective subordinate staff.
- L. "Electronic Procurement" or "e-Procurement" shall mean electronic implementation of the procurement cycle.
- M. "Electronic Sourcing" or "e-Sourcing" shall mean an internet-based acquisition process that allows for electronically posting the requirement and electronic or hardcopy receipt of quotes, proposals, or bids in order to make a best-value acquisition.

- N. "Emergency Procurement" shall mean any procurement required for the prevention against imminent danger, or to mitigate the loss or impairment of: life, health, or safety of the public, Agency employees, suppliers, contractors; public or private property; compliance with critical permit and regulatory requirements; or any other condition which cannot reasonably be foreseen and would have a significant effect on the public's health/safety or that could have a significant adverse financial impact on the Agency.
- O. "Formal Solicitation" shall mean the issuance of a written request for sealed bids, proposals, or quotations.
- P. "Informal Solicitation" shall mean the verbal or written request for a verbal or written bid, proposal, or quotation.
- Q. "In the absence of ..." shall mean a reasonable amount of time away from the office, exceeding 24 hours.
- R. "Master Contracts" shall mean competitively-let contracts issued to one or more qualified suppliers/contractors where work shall be performed by task orders. Task orders under the master contract have a Board approved expenditure limit, unless specifically approved otherwise by the Board of Directors.
- S. "Negotiated Procurement" shall mean a documented procurement whereby competitive practices may not be practical; due to a unique circumstance such as special pricing, limited time offer, complex contractual terms (e.g., power purchase agreements, energy, specialized technology) and discussions and bargaining are used to finalize the procurement.
- T. "Non-Fiscal" shall mean having no direct impact on appropriated budgets, or otherwise requiring financial commitment of the Agency.
- U. "Piggyback Procurement" shall mean utilizing another public agency's contract or agreement to obtain more advantageous prices and terms than can be otherwise obtained on the open market.
- V. "Pre-Qualification" shall mean the process (Request for Qualification – RFQ) conducted by the Engineering and Construction Management (E&CM) Department to identify Prime Contractors that are capable and responsible to bid on public works projects.
- W. "Procurement" shall mean the purchase or otherwise compensatory securing of materials, supplies, services, leases, and equipment, real property, or public works services.

- X. "Procurement Aggregate" shall mean the total of the initial procurement and all respective change orders or amendments thereto.
- Y. "Professional Services" shall mean any specially-trained and experienced individual, firm or corporation, providing services and advice in financial, economic, accounting, engineering, information services, technical, architectural, or other administrative/professional matters.
- Z. "Public Works" shall mean the erection, construction, alteration, repair, maintenance or improvement of any public structure, building, road, or other improvement as specified in the California Public Contract Code; specifically, Article 40, Sections 20640-20644, and Article 72, Sections 21050-21051.
- AA. "Reverse Auction" shall mean a competitive electronic solicitation process for equipment, materials, supplies, and services in which bidders compete against each other in real time in an open and interactive web environment.
- AB. "Single Source" shall mean a procurement action where there is a compelling reason for selection of a preferred brand: such as standardization; time/schedule constraints; technical expertise; follow-on work to an existing contract to be procured; etc.
- AC. "Sole Source" shall mean a procurement action where only one viable source exists. This is usually due to legal restrictions of patent rights, a proprietary process, warranty issues, original equipment manufacturer, and copyrights.
- AD. "Surplus Personal Property" shall mean items having no further use to the Agency; scrap, broken, obsolete, abandoned, or unusable materials or equipment.
- AE. "Trades and Exchanges" shall mean authorized surplus items used for the acquisition of materials, supplies, services, leases, and/or equipment.
- AF. "Unauthorized Procurements" shall mean work initiated by staff without the prior approval of the Board of Directors (Board), General Manager ("GM"), Chief Financial Officer (CFO), or the Manager of CFS, based upon authorization thresholds identified herein; followed by an approved purchase requisition and procurement instrument. Should it be necessary to interpret what is or is not an unauthorized procurement, General Counsel shall provide the interpretation on behalf of the Board of Directors.

AG. "Where possible and practical" shall mean CFS's discretion to make a documented decision in the best interest of the Agency.

2. Procurement Instruments: All procurement actions, shall be effected by and at the discretion of the Board, the GM, the CFO, the Manager of CFS, or as authorized by one of the aforementioned, as authorized designees, using one of the following respective instruments:

- A. Petty Cash – for limited amount cash advance or reimbursement; or,
- B. Agency Check – A draft drawn on an Agency bank account for the procurement of goods and services; or,
- C. Blanket Purchase Agreement (BPA) – Simplified acquisition method to fill anticipated repetitive needs for supplies or services; or
- D. Contractual Document – (See Section 1.1 above); or,
- E. Credit/Procurement Card – for procurements under \$5,000 in accordance with the individual Credit/Procurement Card restrictions and as set forth in administrative policy (see Section 3.7 for exceptions).

SECTION 2: EXPENDITURE APPROVALS AND REQUIREMENTS

1. All purchases, agreements, services, leases, and/or contracts including construction contracts, for materials, supplies, equipment, and other personal property shall be made in accordance with this Ordinance.
2. Splitting or separating of material, supply, service, lease, and equipment orders or projects for the expressed purpose of evading the requirements of this Ordinance is strictly prohibited. Splitting is defined as a series or more than one purchase request transaction for the same project requested separately in order to evade either the solicitation requirements or the higher approval thresholds. Discrete subsequent amendments or change orders that are for separate subprojects or disciplines (e.g., structural or electrical design of a larger project) under the same contract do not apply to this provision. Subsequent follow-on requests, at the discretion of the Manager of CFS, may require inclusion in the GM Report to the Board. Construction contracts may have subsequent change orders in accordance with the requirements of the Public Contract Code. Task Orders under the Master Contract Program do not fall under the provision of this requirement.
3. Procurement authorization parameters and limits are as follows:
 - A. Approval and execution of original procurements as indicated in the following table and as delegated below.

| Approver | Emergency | Competitively-Let | Single or Sole Source | Public Works Change Order & Amendments | Non Public Works Change Order & Amendments |
|-------------|--------------|-------------------|-----------------------|--|--|
| Board | | >\$100K | >\$100K | >\$100K | >\$40K |
| GM | Unlimited | ≤\$100K | ≤\$100K | ≤\$100K | ≤\$40K |
| CFO | As delegated | ≤\$100K | ≤\$100K | ≤\$100K | ≤\$40K |
| Mgr. of CFS | As delegated | ≤\$100K | ≤\$100K | ≤\$100K | ≤\$40K |

1. Board approval is required for competitively-let procurements greater than \$100,000, unless the procurement is a competitively-let "budgeted procurement" under \$250,000, specifically identified as a detailed line item in the fiscal year adopted budget.
 2. Board approval is required for single or sole source procurements greater than \$100,000.
 3. The GM is authorized to approve and execute competitively-let procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.
 4. The GM is authorized to delegate authority to approve and execute procurements less than or equal to the limits established for the GM.
 5. In the absence of the GM, the CFO is authorized to approve and execute procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.
 6. The CFO is authorized to delegate that authority to approve and execute procurements, less than or equal to that limit which has been established for the CFO.
 7. In the absence of the GM, the CFO, the Manager of CFS is authorized to approve and execute procurements less than or equal to \$100,000, and single or sole source procurements less than or equal to \$100,000, respectively.
- B. Change order and amendment authorization parameters and limits are as follows:
1. Board approval is required for any single change order or amendment greater than \$40,000. However, for public works

project change orders, Board approval and execution is required for requests exceeding \$100,000. At the discretion of the GM or Manager of CFS, a change order or amendment may be required to go to the Board for approval regardless of its value.

2. The GM is authorized to approve and execute respective change orders and amendments less than or equal to \$40,000, or less than or equal to \$100,000, for public works projects. The GM may delegate this authority up to the limits established for the GM.
- C. The Manager of CFS is authorized to execute all approved and budgeted procurements made by Purchase Orders and Change Orders; as well as Contracts and Contract Amendments up to the Manager's internal approval limit or as otherwise delegated.
- D. The Manager of CFS is authorized to establish and approve all BPAs, in the best interest of the Agency.
- E. The Manager of CFS is authorized to request an interpretation for any procurement from General Counsel pertaining to this Ordinance. General Counsel's opinion shall be conclusive.
- F. The GM is authorized to terminate any procurement or contractual obligation less than or equal to \$500,000, in the best interest of the Agency.

SECTION 3: SOLICITATIONS AND TERM LIMITS

1. Solicitations for best value to the Agency and their parameters and limits (subject to other provisions of this section) are as follows:
 - A. Formal Competitive Solicitations:
 1. Shall be required for Agency procurements estimated to be greater than \$50,000, or for Public Works Projects, as set forth and adjusted by applicable Public Contract Code (PCC) (i.e., PCC 20642 – Bidding Requirements). The use of e-sourcing, the online solicitation system, is acceptable for issuance of formal solicitations; as well as the receipt of proposals or bids (unless specifically stated otherwise within the solicitation documents). Public works construction may be advertised in the Green Sheet, on the Agency's website or through the online solicitation system.
 2. Shall, at a minimum, be advertised in one general circulation newspaper within the Agency's geographic boundaries and/or

advertised on either the Agency's website and/or a regional purchasing website as determined by the Manager of CFS.

3. Shall, whenever possible and practical, provide a minimum of 14 calendar days for response.
4. Shall require the receipt of a minimum of one competitive response; or, have been directed to a minimum of five qualified potential respondents, when available.
5. Public Work bids shall be publicly unsealed, and respective dollar amount(s) announced. This may be electronically facilitated at the discretion of the Manager of CFS.
6. Proposals and quotations may be publicly unsealed, and respective dollar amount(s) announced.
7. For procurements funded by a Federal grant, no award shall be permitted to any vendor for any contract or sub-contract at any tier level for a vendor which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.
8. Award details shall be made available following approval of the award; either on the Agency's website, the e-sourcing website, or delivered upon specific request.
9. The formal competitive solicitation process may be waived at the discretion of the GM or his/her designated representative, when there is a compelling reason (e.g., public safety, prevent loss of life, imminent danger, or other valid reason). The GM shall document the reason and inform the Board at the next regularly-scheduled meeting.

B. Informal Competitive Solicitations:

1. For procurements estimated to be greater than \$10,000 and less than or equal to \$50,000, solicitations shall be posted on the electronic solicitation system or sent and documented via email to a pre-qualified list (e.g., Master or Pre-qualified Contractors) with a minimum of two competitive written or electronic responses received by CFS, where possible and practical.
2. For procurements estimated to be greater than \$5,000 and less than or equal to \$10,000, shall be either posted on the electronic

solicitation system or sent and documented via email or fax transmission to a minimum of two prospective suppliers.

3. For procurements less than \$5,000, one written quote is sufficient. The quote may be within an electronic sourcing and procurement process, which identifies pricing and electronically submits purchase orders, after approval, to the suppliers.
4. For procurement of on-site services, solicitations shall be conducted through CFS to address relevant terms and conditions related to prevailing wage, risk mitigation, insurance and bonding requirements, unless designated an emergency.

C. Requests for Information:

In order to facilitate the budgetary and planning processes, Agency staff other than CFS, may request informal pricing and related information for the express purpose of obtaining estimates for services, materials, equipment and supplies, identify availability of materials and supplies and identify lead-times, as provided for by policy. The requestor shall declare that the request is for "budgetary and informational purposes only" and is not to be construed as an offer or commitment to procure any product or service. Requests for Information shall not be used in lieu of the informal and formal solicitation processes provided for herein. Exceptions shall be at the sole discretion of the Manager of CFS, CFO, or GM.

D. Reverse Auctions:

1. Reverse auctions may be utilized for the acquisition of equipment, materials, supplies, and services when it is advantageous to do so (i.e., by materially-reducing the cost of goods, while increasing the efficiency of the acquisition function through effective use of technology).
2. Reverse auctions may be hosted by a third party vendor under contract with the Agency.
3. Bidders shall be required to register and pre-qualify, prior to the reverse auction date and time, and agree to any terms and conditions specified.
4. Reserve auctions shall not be used for Public Works projects.
5. At the discretion of the Manager of CFS, reverse auctions may be conducted in lieu of the formal or informal competitive solicitation processes.

- E. Pre-qualification Process:
 - 1. A pre-qualification process to identify qualified construction contractors may be used for public works projects.
 - 2. The pre-qualification process will include a Request-for-Qualification to establish a list of contractors that may be used for projects valued less than \$2,000,000.
 - 3. The list of contractors will be valid for a period of up to five years.
 - 4. For public works projects estimated to be valued at or greater than \$2,000,000, a Request-for-Qualification process will be announced for each individual project, prior to the release of the solicitation.
 - 5. The award of a public works contract using the pre-qualification process shall be made to the lowest-priced, pre-qualified bidder.

- 2. Multi-year procurement terms and extension limits are as follows:
 - A. The term for initial procurements may not exceed five years.
 - B. The aggregate term of all extensions for initial procurements may not exceed two years, as determined by the GM.
 - C. Exceptions to the term limits, as determined by the GM, shall be compelling, in the best interest of the Agency, and documented accordingly.

- 3. Negotiated procurement parameters and term limits (subject to other provisions of this Ordinance) are as follows:
 - A. Negotiated procurements shall be authorized in writing by the respective Department Manager, and approved by the Manager of CFS for documented circumstances where there exists a single or sole-source supplier, or unusual time or other constraint (e.g., power and energy, emergency communications, insurance carrier, specialized materials, services or equipment, information technology equipment, limited-time discount opportunities, other unique opportunities, etc.).
 - B. Negotiated procurements shall not require any formal or informal solicitation. However, for single or sole source negotiated procurements exceeding \$50,000, Board approval is required.

- C. The aggregate term, including all extensions thereof, of any negotiated procurement may not exceed seven years.
 - D. Exceptions to the term limits shall be compelling, in the best interest of the Agency, and documented accordingly in the GM Report to the Board.
4. Cooperative and "piggyback" procurement parameters and limits (subject to other provisions of this Ordinance) are as follows:
- A. Single-occurrence cooperative and "piggyback" procurements shall not require formal solicitations. However, procurements exceeding \$100,000 that result from single or sole source cooperative or "piggyback" contracts require Board approval. Procurements exceeding \$100,000 that result from competitively-let cooperative and "piggyback" contracts also require Board approval.
 - B. The aggregate term, including all extensions, of any cooperative or piggyback procurement, may not exceed seven years.
 - C. Exceptions to the term limits, as determined by the Manager of CFS, shall be compelling, in the best interest of the Agency, and documented accordingly.
5. Government procurement parameters and limits (subject to other provisions of this section) are as follows:
- A. Materials, supplies, services, leases, and equipment, may be procured from other government agencies, when doing so would be in the best interest of the Agency, as determined by the GM.
 - B. When government agency procurement is greater than \$50,000, formal and competitive bids, proposals, or quotations, may be solicited from open market sources, as determined by the GM.
 - C. Professional services may be procured from other government agencies, when doing so would be in the best interest of the Agency, as determined by the GM.
6. Petty Cash procurement parameters and limits are as follows:
- A. A fund of sufficient amount shall be established by Resolution of the Board, to support petty cash disbursements for authorized advances and reimbursements.
7. Procurement Card requirements and limits are as follows:

- A. Procurement Cards may be used for single transactions to acquire materials, supplies, and equipment (e.g., online purchases, with businesses that will not accept purchase orders, etc.) less than or equal to \$5,000, unless otherwise authorized by the Manager of CFS, CFO, or GM.
 - B. Procurement Cards shall **not** be used for engaging services unless expressly authorized by the Manager of CFS, CFO, or GM.
8. Board approval is required for rejection of offers, where the lowest bid, proposal, or quotation, is greater than \$500,000.
- A. The GM is authorized to reject offers, where the lowest bid, proposal, or quotation, is less than or equal to \$500,000.
 - B. The GM is authorized to delegate authority to reject any and all bids, proposals, and quotations, less than or equal to the limit established for the GM.
9. Emergency procurements of materials, supplies, services, rentals, leases, equipment, and public works services may be effected, notwithstanding respective provisions of this Ordinance.
- A. The GM is authorized to approve and execute emergency procurements, for any amount.
 - B. The GM is authorized to delegate authority to approve and execute emergency procurements up to any amount.
 - C. The GM or designee shall report emergency procurements, including details of the circumstances, respective dollar amounts expended, and cause of the emergency at the next regularly scheduled Board meeting.

SECTION 4: TRADES AND EXCHANGES

- 1. Acquisition of materials, supplies, services, leases, and equipment, may be made by trade or exchange.
- 2. Only authorized surplus items may be used for trade and exchange acquisitions.
- 3. Acquisition items must be of same or similar-type to respective surplus items.
- 4. Board approval is required for trade and exchange acquisitions with a current market value greater than \$100,000.

5. The GM is authorized to approve trade and exchange acquisitions with a current market value less than or equal to \$100,000.
6. The GM is authorized to delegate authority to approve trade and exchange acquisitions less than or equal to the limit established for the GM.

SECTION 5: REAL PROPERTY

1. Board approval and authority to execute contractual documents is required for the sale, procurement, trade, exchange, surplus or otherwise acquisition, of any and all real property with a value greater than \$100,000. The Board may delegate this authority when it is in the best interest of the Agency.
2. The GM is authorized to execute contractual documents, including sale, purchase agreements and escrow instruments, for the authorized sale, procurement, trade, exchange, or otherwise acquisition, of real property with a value less than or equal to \$100,000.
3. The GM is authorized to delegate authority to execute contractual documents, including purchase agreements and escrow instruments, for authorized sale, procurement, trade, exchange, or otherwise acquisition, of real property less than or equal to the limit established for the GM.

SECTION 6: DISPOSAL OF SURPLUS PROPERTY/EQUIPMENT

1. Board approval is required for the disposal of single-item surplus personal property or equipment with a current market value greater than \$100,000.
2. Board approval is required for the disposal of any multiple-items (lot) of surplus personal property or equipment with a current market value greater than \$200,000.
3. Professional or contract services may be used for the disposal of surplus items, and a formal solicitation shall not be required for said services. Fees for said services shall be paid from respective surplus disposal proceeds.
4. Any surplus item(s) may be:
 - A. Sold for cash.
 - B. Used for trade or exchange.
 - C. Sold for a nominal sum to a non-profit charitable organization, school, or other government agency.

5. Board approval is required to declare any and all real property as surplus and/or to sell any and all surplus real property, as provided for under California law (i.e., Government Code Section 54221 et. Seq.).
6. Board approval is required to authorize the GM to negotiate any and all sale prices and terms for the sale of surplus real property.
7. All net proceeds received from surplus activities shall be deposited in the appropriate Agency Fund Reserves.

SECTION 7: POLICIES AND PROCEDURES

The GM is authorized to establish, develop, and/or revise any and all Agency policies and procedures necessary to implement and administer the provisions of this Ordinance.

SECTION 8: PROHIBITION OF UNAUTHORIZED PROCUREMENT COMMITMENTS AND REQUIREMENTS FOR PROCUREMENT FUNDING

1. No work or services, except in emergency situations, shall be authorized or accepted, until an appropriate and approved procurement instrument has been fully secured or executed, as required pursuant to this Ordinance. If work or services are procured in violation of this provision, and the value of the procurement is \$10,000 or less, then the employee securing the unauthorized procurement shall obtain the written approval of the Manager of CFS to secure the purchase requisition documents necessary to generate the appropriate purchase order or contract for payment. Unauthorized procurements with a value in excess of \$10,000 shall require approval from the Board. Public works field change orders do not fall under the provision of this section. A violation of this provision shall be cause for disciplinary action against the violator. The Manager of CFS shall retain the discretion to refer any violation of this provision to the Department of Internal Audit for investigation.
2. No procurement instrument, except in emergency situations, shall be used, which commits Agency funds or other financial obligations thereof, unless and until such unencumbered funding has been identified, authorized, and appropriated for said procurement.

SECTION 9: DEPARTMENT COOPERATION

All Agency employees shall comply with the provisions of this Ordinance to ensure the responsible and prudent expenditure of public funds, and to maintain the preservation of the public trust.

SECTION 10: EXCEPTION TO THIS ORDINANCE

The Board may authorize the GM to effect procurements or other respective activities free of this Ordinance, when the Board has determined that such would be in the best interest of the Agency, and when such is not in conflict with applicable State or Federal law(s).

SECTION 11: VOIDABLE

The Board may void any and all transactions not consistent with the provisions of this Ordinance.

SECTION 12: SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this ordinance shall, for any reason, be declared unconstitutional or otherwise invalid, such adjudication shall in no manner affect any other section, subsection, sentence, clause, or phrase of this ordinance, or portions thereof. The Board hereby declares that they would have approved this Ordinance, and each section, subsection, sentence, clause, and phrase hereof, irrespective of any portion thereof which may be declared invalid or unconstitutional.

SECTION 13: REPEAL

Ordinance No. 95 is hereby repealed in its entirety. All portions of other respective Ordinances, Resolutions, and/or motions related thereto and in conflict with the provisions of this Ordinance, are hereby rescinded and made of no further effect.

SECTION 14: EFFECTIVE DATE AND EXECUTION

This Ordinance shall take effect immediately upon adoption by the Board, and execution of said Ordinance by the President and Secretary/Treasurer thereof.

ADOPTED this _____ day of March, 2015

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

ATTEST:

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

APPROVED AS TO FORM:

General Counsel
for the Inland Empire Utilities Agency*

**A Municipal Water District*

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing revised Ordinance being No. 101, was adopted at
a regular meeting on _____, 2015, of said Agency by the following vote:

AYES:

NOES:

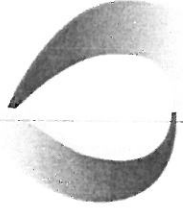
ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(SEAL)

** A Municipal Water District*



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

PROCUREMENT ORDINANCE UPDATE

CONTRACTS & FACILITIES SERVICES

March 2015

PROCUREMENT ORDINANCE

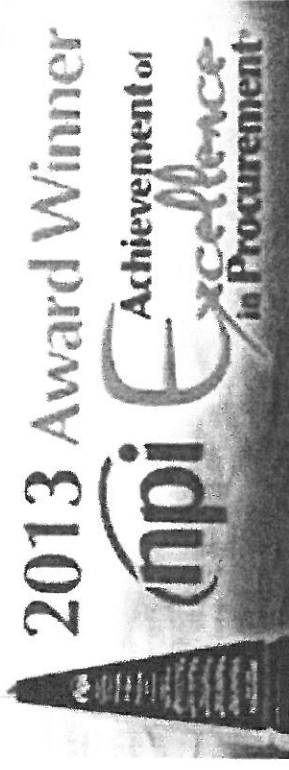
An Ordinance of the Board of Directors to establish and set forth the policies governing Agency authority and dollar limits for best value procurements and procurement-related activities.

ORDINANCE CHANGES OVER LAST SEVERAL YEARS

- Ordinance No. 95 - August 21, 2013
- Ordinance No. 91 - September 19, 2012
- Ordinance No. 88 - July 20, 2011
- Ordinance No. 85 – June 17, 2009

WHY UPDATE?

- Organizational Change – Contracts & Procurement (CAP) merged with Risk, Records Management and Facilities Services creating a new department name:
 - Contracts and Facilities Services (CFS)
- Customer Requested Changes For Consideration
- Clarifications & Process Efficiencies
- CFS will remain focused on Excellence in Contracts and Procurement as well as new responsibilities.



CUSTOMER REQUESTED CHANGES – SINGLE/SOLE SOURCE

- Raise the threshold for Single/Sole Sourced awards from \$50,000 to \$100,000.
- Previous related threshold changes;
 - Ordinance No. 72 (1/3/01) raised the threshold from \$25,000 to \$50,000.
- Over the last 2 years, 17 (60%) of the 28 Single/Sole Source PRs with a value over \$50,000, were \leq \$100,000.

CUSTOMER REQUESTED CHANGES – REJECTION OF BIDS

- Increase the General Manager’s authority to reject all bids up to \$500,000; current level is \$250,000.
- Previous related threshold changes;

| Ordinance No. | Date of Change | Threshold Amount |
|---------------|----------------|----------------------------|
| 85 | 6/17/09 | From \$100,00 to \$250,000 |
| 81 | 12/7/05 | From \$50,000 to \$100,000 |

OTHER CHANGES

- Added - ***Pre-Qualification*** process to clarify responsibility of Engineering and Construction Management Department.
- Added - informal solicitations of services regardless of value due to risk mitigation, prevailing wage requirements, insurance and bonding requirements.
- Updated - definitions for Negotiated Procurement, Pre-Qualification, and Surplus Personal Property.
- Clarified - Process for solicitations between \$10,001 and \$50,000 and related “threshold table” .

INTERNAL CONTROLS

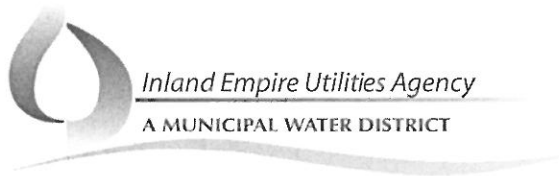
- Board oversight and transparency.
- Approval currently controlled by 16 workflow approval paths in SAP based on document types; competitive, single source, change order, public works, etc.
- Recommend oversight remain with the Contracts and Facilities Services Department under the direction of the Chief Financial Officer (CFO).

Questions?

These changes in the ordinance are consistent with the Agency's Business Goals under Fiscal Responsibility and Business Practices, as they support the Agency and internal customers in the completion of their tasks and projects through sound fiscal spending and efficient processes.

CONSENT
CALENDAR
ITEM

2A



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, JANUARY 21, 2015
10:00 A.M.**

DIRECTORS PRESENT:

Terry Catlin, President
Michael Camacho, Vice President
Steven J. Elie, Secretary/Treasurer
Jasmin A. Hall
Gene Koopman

STAFF PRESENT:

Joseph Grindstaff, General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Blanca Arambula, Deputy Manager of Human Resources
Sharmeen Bhojani, Manager of Human Resources
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Kathy Besser, Manager of External Affairs
Andy Campbell, Deputy Manager of Planning & Environmental Compliance
Andrea Carruthers, Community Outreach & Education Coordinator II
Warren Green, Manager of Contracts and Facilities Services
Liz Hurst, Water Resources Analyst I
Majid Karim, Acting Manager of Engineering
Sylvie Lee, Manager of Planning & Environmental Compliance
David Mendez, Deputy Manager of Construction Management
Liza Munoz, Senior Office Engineer
Craig Proctor, Pretreatment & Source Control Supervisor
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, Cihigoyenette, Grossberg & Clouse
John Bosler, CVWD
Ryan Shaw, City of Ontario

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Catlin called the meeting to order at 10:04 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin asked if there were any changes/additions/deletions to the agenda. General Manager P. Joseph Grindstaff mentioned that Consent Calendar Item 2D; Tax Consultant Contract Amendment; the first recommendation should read "Ratify" instead of "Approve".

1. PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 2015-1-1

President Catlin called the Public Hearing to order. President Catlin stated that the purpose of the hearing is to provide the public an opportunity to submit comments on the proposed Resolution No. 2015-1-1, establishing the capacity charges, volumetric charges, strength charges, Agency program charges, and application fees for the Non-Reclaimable Wastewater System (NRWS) for the Fiscal Year 2014/15.

Chief Financial Officer/Assistant General Manager Christina Valencia stated that the purpose of this hearing is to provide the public with an opportunity to submit comments on Resolution 2015-1-1. She introduced the following hearing panel members: Director Catlin, Director Camacho, Director Elie, Director Koopman and Director Hall.

Ms. Valencia stated that IEUA negotiated a new agreement for the Non-Reclaimable Wastewater System (NRWS) with Los Angeles County Sanitation District in July of 2014. She said that the original agreement is set to expire in 2018, but the early negotiation was accomplished by staff. She further stated that as part of the re-negotiation, there was a change to the threshold levels for total suspended solids and chemical oxygen demand. She said based on certain discussions with the industries and an imbalance issue (very similar to the SAWPA issue that was handled on the Southern System), the Agency retained the services of a third party consultant to do a review of the analysis on the imbalance. Ms. Valencia stated that part of the process actually generated a preliminary solids imbalance distribution equation that was integrated into the rate resolution. She said that further discussion with the industries was part of the adoption on the new rate structure, resulting in a slight modification to that equation. The final rate resolution presented to the Board and adopted effective July 1, was now appropriately updated with the final equation. Therefore, this is the reason to request adoption of Resolution No. 2015-1-1. She reported that staff confirmed with the finance team and they have been billing appropriately, therefore the correct formula has been applied in the billing to date.

President Catlin opened the Public Hearing at 10:09 a.m. President Catlin asked if there was anyone who would like to make a public comment. He also verified that there were no written comments. Hearing no comments, the Public Hearing was closed at 10:09 a.m.

Upon motion by Director Camacho, seconded by Director Hall, the motion carried (5-0):

M2015-1-1

MOVED, to adopt Resolution No. 2015-1-1, establishing the capacity charges, volumetric charges, strength charges, Agency program charges, and application fees for the Non-Reclaimable Wastewater System (NRWS) for the Fiscal Year 2014/15.

RESOLUTION NO. 2015-1-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING THE CAPACITY CHARGES, VOLUMETRIC CHARGES, STRENGTH CHARGES, AGENCY PROGRAM CHARGES, AND APPLICATION FEES FOR THE NON-RECLAIMABLE WASTEWATER SYSTEM (NRWS) FOR THE FISCAL YEAR 2014/15. (for full text , see Resolution Book)

With the following roll call vote:

Ayes: Hall, Elie, Camacho, Koopman, Catlin
Noes: None
Absent: None
Abstain: None

2. CONSENT CALENDAR

Upon motion by Director Elie, seconded by Director Hall, and unanimously carried:

M2015-1-2

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the December 17, 2014 Board meeting.
- B. The Board approved the total disbursements for the month of November 2014, in the amount of \$13,283,094.17.
- C. The Board adopted Resolution No. 2015-1-2, approving an amendment to the 2013 through 2018 Memorandum of Understanding (MOU) for the Operators' Unit employees.

RESOLUTION NO. 2015-1-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING AN AMENDMENT TO THE 2013 – 2018 MEMORANDUM OF UNDERSTANDING FOR OPERATORS' UNIT EMPLOYEES, BY ADOPTING A SIDE LETTER OF AGREEMENT.
(for full text , see Resolution Book)

- D. The Board:
 - 1. Ratified the Contract Amendment No. 4600001779-1 to Rosenow Spevacek Group, Inc. (RSG) for the modified scope in the amount of \$35,310, and a not-to-exceed total contract amount of \$82,655; *as amended by the General Manager*, and
 - 2. Authorized the General Manager to execute the contract amendment.
- E. The Board adopted Resolution No. 2015-1-3, approving the inclusion of volunteers under the Agency's Workers' Compensation Program.

RESOLUTION NO. 2015-1-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE INCLUSION OF VOLUNTEERS UNDER THE AGENCY'S WORKERS' COMPENSATION PROGRAM. *(for full text , see Resolution Book)*

3. ACTION ITEMS

A. ELECTION OF OFFICERS

President Catlin turned the meeting over to General Counsel Jean Cihigoyenette, who opened the nomination for the Board's officers. General Counsel Jean Cihigoyenette stated that under the provisions of the water code, in every odd-numbered year the Board elects officers of the Board. He stated that the positions include President, Vice-President, and Secretary/Treasurer.

General Counsel Jean Cihigoyenette opened the nominations for President. Director Elie nominated Director Catlin for the office of President. Hearing no other nominations, Mr. Cihigoyenette closed the nominations. By voice vote, Director Catlin was unanimously elected President of the Board of Directors.

General Counsel Jean Cihigoyenette opened the nominations for Vice President. Director Catlin nominated Director Camacho for office of Vice President. Hearing no other nominations, Mr. Cihigoyenette closed the nominations. By voice vote, Director Camacho was unanimously elected Vice President of the Board of Directors.

General Counsel Jean Cihigoyenette opened the nominations for Secretary/Treasurer. Director Camacho nominated Director Elie for the office of Secretary/Treasurer. Hearing no other nominations, Mr. Cihigoyenette closed the nominations. By voice vote, Director Elie was unanimously elected Secretary/Treasurer of the Board of Directors.

President Catlin thanked the Board for their continued support by re-electing him for President.

B. APPOINTMENT OF DIRECTOR TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

President Catlin stated that every odd year a Board member is appointed to serve as Director on the Metropolitan Water District of Southern California Board (MWD) President Catlin re-appointed Director Camacho to serve as MWD Director.

Upon motion by Director Elie, seconded by Director Catlin, and unanimously carried:

M2015-1-3

MOVED, to re-appoint Director Camacho to serve as Director on the Metropolitan Water District of Southern California Board

Director Camacho thanked Board for re-appointing him as MWD Director. He stated that he appreciates their show of support and confidence in him.

C. ADOPTION OF RESOLUTION NO. 2015-1-5, APPOINTING/REAPPOINTING AN AGENCY REPRESENTATIVE TO THE SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA) COMMISSION

President Catlin stated that he is currently the Agency's representative to the Santa Ana Watershed Project Authority Commission, and Director Hall is his alternate. He stated that he will be re-appointing both Director Hall and himself.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

M2015-1-4

MOVED, to adopt Resolution No. 2015-1-4, appointing/re-appointing Director Catlin as Agency representative and Director Hall as alternate to the Santa Ana Watershed Project Authority Commission.

RESOLUTION NO. 2013-1-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPOINTING/RE-APPOINTING COMMISSIONERS TO THE SANTA ANA WATERSHED PROJECT AUTHORITY COMMISSION (For full text, see Resolution Book)

D. PROPOSED 2015 FEDERAL AND STATE LEGISLATIVE PRIORITIES

Manager of External Affairs Kathy Besser gave a PowerPoint presentation on the Proposed 2015 Federal and State legislative priorities. She noted that there are two Federal Legislative items that are being considered as Appropriation priorities, which are Title XVI/WaterSmart funding and Title XVI/CVWD. She stated that regarding other related Legislative priorities, staff will continue to monitor the drought-related Legislation, U.S. Tax Code, water quality, regional water resource management, local water supply management, and cybersecurity. Ms. Besser stated that regarding State Legislative priorities, the one Legislative initiative that staff is pursuing is the modification of AB 850. She stated that other State Legislative priorities staff will monitor are water projects, drought, California Water Action Plan, financial initiatives, water quality, Drinking Water Program, salinity management, water bond, groundwater legislation, Bay Delta Conservation Plan, water energy nexus, and renewable energy. She discussed the staff's strategy and scheduling in meeting with lawmakers in Sacramento and Washington, D.C.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

M2015-1-5

MOVED, to adopt the 2015 Federal and State Legislative priorities.

4. INFORMATION ITEMS

A. ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2014/15 MONTHLY UPDATE

Acting Manager of Engineering Majid Karim gave a PowerPoint presentation on Engineering and Construction Management Projects. He stated that there are 45 active engineering projects. He mentioned that there are 27 active construction projects, with two-thirds of the construction projects being done by in-house staff. He provided a project overview. Mr. Karim reported that in the second quarter of the fiscal year, five projects were completed, four completed on schedule, and all five completed within budget. He provided an update on the following major outstanding projects; EN13054 – Montclair Lift Station and EN11035 – Philadelphia Pump Station Upgrades (combined); EN06025-Wineville Recycled Water Pipeline Extension Segment A; EN13045 – Wineville Recycled Water Pipeline Extension Segment B; Ameron Inspection –Butier Engineering and On-Site Inspection Services Wineville Recycled Water Pipeline Extension – Segment A and Segment B; EN13023 – 930 Zone Recycled Water Pipeline;

RA11004 – IERCF Conveyance Improvements; EN14027 – CCWRF Secondary Clarifier No. 3 Rehab; EN12022 – RP-1 Aeration Ducting Repairs; and EN09021 – RP-4 Headworks Retrofits. Mr. Karim also reviewed the four emergency projects; RP-1 Digester No. 7 6-inch Sludge Line Leak; RP-2 Utility Water Line Leak; San Bernardino Avenue Cracked Manhole cover; and RP-1 Biofilter leak.

B. 2nd QUARTER PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE

Manager of Planning & Environmental Compliance Sylvie Lee gave a PowerPoint presentation on the 2nd Quarter Planning & Environmental Compliance Update. Ms. Lee reported that all facilities were in compliance. She mentioned that there is a toxicity issue at RP-1, which is not a violation but an issue that staff is evaluating the cause of. She reported that there is a pending hearing with SAWPA for one of the industries, Inland Bioenergy in the South System (Brineline). She provided a brief update on the Prado Basin Adaptive Management Plan and Santa Ana River Habitat Conservation Plan. Ms. Lee also highlighted the planning initiatives of the Integrated Resources Plan and Water Use Efficient Business Plan. She also reviewed the water resources activities; Dry Year Yield Program, Local Resources Project Application, Water Supply Allocation Plan, Water Database Project, Recycled Water Program Strategy, MWD Foundational Actions Programs, Turf Removal Program and the Regional Education Program Partners Selected (K-6).

C. FY 2015/16 TEN YEAR CAPITAL IMPROVEMENT PLAN UPDATE

Water Resources Analyst I Liz Hurst gave a PowerPoint update on the FY 2015/16 Ten Year Capital Improvement Plan. She stated that the ten-year growth forecast from member agencies shows an additional 40,523 EDUs entering the wastewater treatment system, increasing wastewater flows from 52.2 mgd to an estimated 62.11 mgd by FY2024/25. She said that the growth projections are consistent with the flow monitoring conducted by the Wastewater Facilities Master Plan Update, and is to increase in wastewater strength, a number of treatment plant process improvements have been deemed necessary over the next 20 years. Ms. Hurst highlighted the two major projects within the ten-year plan, which are the relocation of the RP-2 Solids Treatment Facility to RP-5, and RP-5 liquid treatment expansion to accommodate the growth in the southern service area. She mentioned that the RP-1 process improvements will begin at the end of the ten-year window. Ms. Hurst stated that the total TYCIP budget is approximately \$908 million. Of the \$908 million, 66% of the project costs are anticipated to be funded through outside contributions, SRF loans, and grants. Approximately \$480 million are process improvements, repairs and expansions of the wastewater treatment system. Projects listed in the Recycled Water and Groundwater Recharge funds are primarily existing projects to fulfill Agency commitments.

D. MWD UPDATE

Executive Manager of Engineering/Assistant General Manager Chris Berch mentioned that there is one key topic, with regards to MWD, and that is the water supply allocation plan (WSAP). He stated that there have been discussions with the MWD member agencies and MWD on what should trigger actually putting the plan in place – potentially early. He stated that traditionally a decision is made to have the plan go into effect towards the beginning of the fiscal year or during the summer; however, due to the extreme drought, there have been discussions on moving it up. He reported that there will be much discussion on this topic.

General Manager P. Joseph Grindstaff reported that MWD has issued a Notice of Preparation for the environmental documentation of replacement and repair of significant pipelines that had a problem with older particularly pre-stressed concrete pipes. He mentioned that MWD has a two billion dollar program to do necessary pipe repairs. He stated the repairs will begin in areas that do not impact the Agency; however, it will eventually get to the Rialto Feeder.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

E. TREASURER'S REPORT OF FINANCIAL AFFAIRS

F. IEUA QUARTERLY WATER UPDATE

G. PUBLIC OUTREACH AND COMMUNICATION

H. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES

I. LEGISLATIVE REPORT FROM THE DOLPHIN GROUP

J. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES

K. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

L. ENERGY MANAGEMENT PLAN UPDATE

5. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

President Catlin reported that SAWPA met yesterday (January 20) and the meeting was fairly routine. He reported that SAWPA conducted their election of Board officers and the results are as follows; Mr. Galleano-Chair; Mr. Killgore-Vice Chair; and Mr. Sullivan-Secretary/Treasurer

President Catlin mentioned that SAWPA talked about the activity whereby they are trying to develop some drought-related legislation. He stated that Ms. Cantu may contact General Manager P. Joseph Grindstaff and/or IEUA staff. He said that SAWPA would like to make some comments, be it positive or negative, in that regards and they want to be consistent with the member agencies.

B. MWD REPORT

Director Camacho had no additional comments.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The January 7 meeting was cancelled. The next meeting is a Special Meeting scheduled for February 4.

D. CHINO BASIN WATERMASTER REPORT

Director Elie stated that he will be attending the Chino Basin Water Annual meeting tomorrow (January 22). He reported that safe yield discussions continue.

6. GENERAL MANAGER'S REPORT

The General Manager's Report was received and filed by the Board.

General Manager P. Joseph Grindstaff reported that staff is making progress on rates. He reminded the Board that there is a Joint Regional Policy and IEUA Board Workshop scheduled for February 4. He briefly previewed the rate and fees process for the Board.

7. BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS

The Board had no requested future agenda items.

8. BOARD OF DIRECTORS' COMMENTS

Director Hall reported that for the month of January, she attended meetings with the City of Fontana's Mayor, Acquanetta Warren, regarding fostering a relationship between the City and the Agency and discussed several different issues on projects. She also mentioned that she will be attending the CASA Winter Conference starting today (January 21) through Friday (January 23).

9. CLOSED SESSION

The Board went into Closed Session at 11:30 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Sheilds vs. IEUA, Case No. CIVRS 1301638; (4) Desaddi vs. IEUA, Case No. CIVRS 1304617; (5) Mwembu vs. IEUA Case No. CIVDS 1415762; (6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595; (7) Qualco vs. IEUA, Case No. CIVRS 1304057 B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Property: Water and Pipeline Capacity/Cadiz, Negotiating Parties: General Counsel Jean Cihigoyenetche; (2) Property: Land Locked Property in Chino Hills, Negotiating Party: General Counsel Jean Cihigoyentche; (3) Supplemental Water Transfer/Purchase, General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Two (2) Cases; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit; (2) Board Secretary/Office Manager

The meeting resumed at 12:35 p.m. and General Counsel Jean Cihigoyenetche stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

Martin vs. IEUA, Case No. CIVRS 1000767

Sheilds vs. IEUA, Case No. CIVRS 1301638

Desaddi vs. IEUA, Case No. CIVRS 1304617

Mwembu vs. IEUA, Case No. CIVDS 1415762

Southern California Edison vs. IEUA, Case No. CIVRS 1308595

Qualco vs. IEUA, Case No. CIVRS 1304057

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Property: Water and Pipeline Capacity/Cadiz

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Property: Land Locked Property in Chino Hills

Supplemental Water Transfer/Purchase

The Board did not discuss.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

The Board did not discuss.

Regarding Personnel Matters:

Various Positions – Compensation Study

The Board took no reportable action.

Regarding Public Employee Performance Evaluation:

Manager of Internal Audit

Board Secretary/Office Manager

The Board took no reportable action.

3. ACTION ITEMS – (continued)

E. ADOPT RESOLUTION NO. 2015-1-4, AMENDING THE SALARY MATRIX AND CLASSIFICATION PLAN FOR ALL UNREPRESENTED EMPLOYEES

Manager of Human Resources Sharmeen Bhojani stated that staff is recommending that the Board adopt a resolution which amends the Agency's personnel manual, salary matrix, and the classification plan for all unrepresented employees, including Executive Management. She stated that approximately a year ago the Agency decided to conduct

a classification and compensation study for all employees. She said a Class and Comp Committee was created and comprised of Agency Management and bargain unit representatives who collectively selected Reward Strategy Group (RSG) to conduct the study. Ms. Bhojani noted that the last time such a comprehensive classification and compensation study was conducted in 1998.

She highlighted some of the Agency's objectives in conducting this study, which were: 1) ensure class specifications appropriately defined job responsibilities; 2) provide salaries commensurate with assigned duties; 3) outline promotional opportunities; 4) provide reasonable and justifiable pay differential between classes to ensure internal equity; 5) maintain currency with relevant labor markets; and 6) consolidation of seven salary matrices into a single matrix for all Agency employees. Ms. Bhojani stated that RSG reviewed all existing class specification and all position description questionnaires completed by each individual employee, along with their supervisor's supplemental questionnaire. She stated that 147 employees were interviewed by RSG. She stated that RSG used this information to create new job specifications for all positions and then made some recommendations to allocate employees into their new classification. She reported that RSG used 19 comparable agencies and 54 benchmark positions to conduct their survey and then made recommendations for salaries. She stated that with respect to the implementation, the Agency used the same methodology that was negotiated in the General Unit MOU, and applied it to the Unrepresented employees in order to ensure a fair and consistent approach. Ms. Bhojani reviewed the changes in the "Specialized" classifications and vehicle allowance benefit. It was noted that RSG's survey found the Agency's benefit plan to be competitive in the labor market; therefore no recommendation was made to enhance the Agency's benefit plan.

Upon motion by Director Camacho, seconded by Director Hall, and unanimously carried:

M2015-1-6

MOVED, to:

1. Approve and adopt the recently completed classification and compensation study for all unrepresented employees, including Executive Management;
2. Approve the modification of various position titles for all unrepresented employees including Executive Management throughout the Agency, as a result of the adoption of the classification and compensation study; and
3. Adopt Resolution No. 2015-1-4, to amend the 2013 Personnel Manual for the Executive Management and Unrepresented employees with a new Salary Matrix and Classification Plan based on the results of a classification and compensation study.

With no further business, President Catlin adjourned the meeting at 12:40 p.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: MARCH 18, 2015



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, FEBRUARY 18, 2015
10:00 A.M.**

DIRECTORS PRESENT:

Terry Catlin, President
Michael Camacho, Vice President
Jasmin A. Hall
Gene Koopman

DIRECTOR ABSENT:

Steven J. Elie, Secretary/Treasurer

STAFF PRESENT:

Joseph Grindstaff, General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Blanca Arambula, Deputy Manager of Human Resources
Sharmeen Bhojani, Manager of Human Resources
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Kathy Besser, Manager of External Affairs
David Choi, Associate Engineer
Jason Gu, Grants Officer
Liz Hurst, Water Resources Analyst I
Majid Karim, Acting Manager of Engineering
Sylvie Lee, Manager of Planning & Environmental Compliance
Abel Medrano, Compost Worker
David Mendez, Deputy Manager of Construction Management
Stephen Parker, Operator II
Jesse Pompa, Senior Associate Engineer
Craig Proctor, Pretreatment & Source Control Supervisor
Rachael Solis, Acting Supervisor of Engineering Administration
Teresa Velarde, Manager of Internal Audit
Ben Yuen, Operator V
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenetche, Cihigoyenetche, Grossberg & Clouse
Marty Cihigoyenetche, Cihigoyenetche, Grossberg & Clouse
Braden Yu, CVWD
Michael Boccadoro, The Dolphin Group

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Catlin called the meeting to order at 10:07 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin asked if there were any changes/additions/deletions to the agenda. President Catlin moved Consent Calendar Item F. Adoption of Resolution No. 2015-29, Authorizing Agency Organizational Memberships and Affiliations to an Action Item on the agenda. President Catlin also moved The Dolphin Group State Legislative Update, to follow General Manager's Report on the agenda.

NEW HIRE INTRODUCTION

Executive Manager of Operations/Assistant General Manager Ernest Yeboah introduced the following new employees:

- Mr. Abel Medrano, Compost Worker – December 1, 2014
- Mr. David Choi, Associate Engineer – January 19, 2015
- Mr. Stephen Parker, Operator II – February 2, 2015
- Mr. Ben Yuen, Operator V – February 3, 2015

The Board welcomed Messrs. Medrano, Choi, Parker, and Yuen to the IEUA team.

2. CONSENT CALENDAR

Upon motion by Director Koopman, seconded by Director Camacho, and unanimously carried:

M2015-2-3

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the February 4, 2015, Joint Special Meeting of the IEUA Board and Regional Policy Committee.
- B. The Board approved the total disbursements for the month of December 2014, in the amount of \$18,559,270.91.
- C. The Board adopted Resolution No. 2015-2-1, to authorize the Agency:
 - a. To enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a grant application submitted on January 23, 2015;
 - b. To execute a grant agreement, any amendments and grant related documents thereto with the USBR; and
 - c. To negotiate a grant administration agreement with the Chino Basin Watermaster (CBWM) that will allow the Agency to administer the grant.

Continued...

M2015-2-3, continued.

RESOLUTION NO. 2015-1-2
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART WATER AND ENERGY EFFICIENCY GRANTS FOR FY 2015 WITH THE U.S. DEPARTMENT OF INTERIOR – BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE GROUNDWATER RECHARGE YIELD ENHANCEMENT PROJECT FOR STORMWATER CAPTURE. *(for full text, see Resolution Book)*

D. The Board:

1. Approved an agreement amendment with SAWPA to extend the temporary Brine Line connection to March 2017;
2. Approved 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. Approved an agreement amendment with the City of Chino to extend the temporary Brine Line connection to March 2017; and
4. Authorized the General Manager to execute the amendments.

E. The Board:

1. Awarded 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. Authorized the General Manager to execute the contract.

F. PULLED and placed on Action Items for presentation.

3. ACTION ITEMS

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

Acting Manager of Engineering Majid Karim stated that the budgets for the Wineville Pipeline construction project were appropriated over two years during the budget process in December 2013. He said that at the time, there were two items of concern that could potentially impact the project schedule: the results of the Geotechnical

Baseline Report and the easements from the San Bernardino County Flood Control District (SBCFCD). He reported that the results of the geotechnical report completed in early 2014 revealed no major challenges. Mr. Karim stated that the construction contracts were awarded by the Board in May and June of 2014, and at that time, the budgets were not re-appropriated due to the uncertainty of the easement for the SBCFCD. He reported that the easement was approved in January 2015. Staff reviewed the current production levels and anticipate projects will be substantially completed this fiscal year. He said staff is requesting a budget reallocation in the amount of \$15 million from FY 2015/16 to the current FY 2014/15 to meet the contractual obligations for the Wineville Pipeline projects.

Upon motion by Director Camacho, seconded by Director Koopman, and unanimously carried:

M2015-2-4

MOVED, to:

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.

B. APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR A MASTER LEASE AND ENERGY SERVICES AGREEMENT WITH ADVANCED MICROGRID SOLUTIONS, INC.

Senior Associate Engineer Jesse Pompa stated that consistent with IEUA's Business Goals, the Agency has considered installing energy storage at several treatment plants to save on demand charges during peak periods, optimize renewable resources, and progress toward peak power independence. He stated that staff is requesting that the Board approve a MOU between IEUA and Advanced Microgrid Solutions, Inc. (AMS) for a Master Lease and Energy Services Agreement. Mr. Pompa stated that AMS is identifying customers, such as IEUA, with large electrical loads that can accommodate energy storage units on site. He said that these energy storage installments will be dispatched during peak periods consumption to reduce demand on the grid. He further stated that the MOU outlines provisions of a potential business agreement with a 10-year term, and AMS will assume, at its own expense, all responsibility for design, development, permitting, financing, operation, maintenance and decommissioning of the project at each facility. Mr. Pompa stated that IEUA will work collectively with AMS to refine the Energy Services agreement. As a host site, the benefit to the Agency is access to stored energy during peak periods when it is not provided by Southern California Edison to meet demands. Since the storage batteries are charged at night when energy costs are low, the use of this energy will help reduce peak energy cost during the day.

Upon motion by Director Camacho, seconded by Director Koopman, and unanimously carried:

M2015-2-5

MOVED, to:

1. Approve the Memorandum of Understanding (MOU) between Inland Empire Utilities Agency and Advanced Microgrid Solutions, Inc. (AMS) for a Master Lease and Energy Services Agreement; and
2. Authorize the General Manager to execute the budget appropriation.

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

Manager of External Affairs Kathy Besser presented the annual proposed FY 2015/16 Agency-wide membership listing (over \$5,000) in the amount of \$178,718. She reported that there is an overall increase of \$20,598. She stated that the increase is primarily due to the addition of a new membership, California Wastewater Climate Change Group with an annual fee of \$15,000. She stated that the California Wastewater Climate Change Group's (CWCCG) vision is to be the recognized provider of education, leadership, and advocacy for the California wastewater community in fostering opportunities for science-based, cost-effective climate change solutions. Ms. Besser further stated that CWCCG is a project of CASA, and CASA's energy committee collaborates directly with the organization. She noted that the priority for CWCCG is AB32 and its implications for wastewater agencies.

Upon motion by Director Hall, seconded by Director Camacho, and unanimously carried:

M2015-2-6

MOVED, to:

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.

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. (for full text , see Resolution Book)

4. INFORMATION ITEMS

A. CY 2015/16 BOARD OF DIRECTORS AGENCY'S REPRESENTATIVES

President Catlin presented the Directors' Agency representative appointments. He stated that these assignments will be effective immediately. He asked if there were any comments by the Board. There were no comments.

B. CY 2015/16 IEUA COMMITTEE ASSIGNMENTS

President Catlin presented the Directors IEUA Committee assignments. He stated that these assignments will be effective immediately. He asked if there were any comments by the Board. There were no comments.

C. ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2014/15 MONTHLY UPDATE

Acting Manager of Engineering Majid Karim gave a PowerPoint presentation on Engineering and Construction Management Projects. He gave a brief status update on the following projects; Montclair Lift Station and Philadelphia Pump Station Upgrades, Wineville Recycled Water Pipeline Extension Segment A, Wineville Recycled Water Pipeline Extension Segment B, 930 Zone Recycled Water Pipeline, IERCF Conveyance Improvements, IERCF Baghouse and Dust Collection System Enhancements, NRW Collection System Repair and Sewer Manhole Rehab, and The RP-4 Headworks Retrofits. He also informed the Board of two emergency projects which are the San Bernardino Avenue Fiber Optic Manhole Repair with an estimated cost of \$11,500 and the RP-1 Biofilter No. 2 Sealant Repair and Cleaning with an estimated cost of \$40,000.

D. MWD WATER SUPPLY ALLOCATION PLAN (WSAP) UPDATE

Water Resources Analyst I Liz Hurst gave a PowerPoint presentation on the MWD's Water Supply Allocation Plan (WSAP) Update. She stated that MWD met with member agencies and it was decided to update the 2011 WSAP formula and in December 2014 the MWD Board approved the WSAP Plan. Ms. Hurst stated that the MWD Board is anticipated to take action in April 2015 on when the WSAP will go into effect. It is anticipated that the plan will go into effect in July 2015.

E. MWD UPDATE

Executive Manager of Engineering/Assistant General Manager Chris Berch updated the Board on the MWD water sales. He reported that the fiscal year sales are 10% above budget. Mr. Berch stated that recent Department of Water announcements indicate State Water Project allocations will be from 20% to 40%. He stated that the big question for MWD will be – how much storage to use? Mr. Berch stated a 2015 supply demand balance at 20% could mean up to a Level 7 reduction. At 40% the reduction may be up to Level 3. He said that MWD Board is expected to take action on when the WSAP will go into effect in April 2015

F. PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE

Manager of Planning & Environmental Compliance Sylvie Lee reported that staff continues to work on preparing materials to facilitate the ongoing rate discussions. She stated that the Integrated Resources Plan, which was temporarily placed on hold, will resume with member agency workshops. She reported the demand modeling effort is anticipated to be completed over the next two weeks, after which member agency meetings will be held to gain a consensus. She mentioned that several workshops are anticipated to be held from now until August, when the IRP is intended to be completed.

On the compliance side, all facilities are in compliance. Ms. Lee reported that as a follow up to the report done at the Committee meeting last week, RP-1's chronic toxicity results for last week passed. She stated that staff is waiting to see if two consecutive tests will be passed to get the facility back down from the accelerated sampling schedule. She noted that exceeding the toxicity level is not a permit violation, but is an incident, and staff is monitoring closely to identify the cause.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

G. TREASURER'S REPORT OF FINANCIAL AFFAIRS

- H. PUBLIC OUTREACH AND COMMUNICATION
 - I. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES
 - J. LEGISLATIVE REPORT FROM THE DOLPHIN GROUP
 - K. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES
 - L. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT
 - M. ENGINEERING STRATEGIC PLANNING
 - N. MID-YEAR BUILDING ACTIVITY REPORT
 - O. LABORATORY SEMI-ANNUAL UPDATE
5. AGENCY REPRESENTATIVES' REPORTS
- A. SAWPA REPORT
 Director Hall reported that the SAWPA Commission meeting on Tuesday, February 16, 2015, consisted of normal business issues. She did note that the SAWPA Commissioners were asked to consider a position of opposition to SB143 (Stone) on the Diamond Valley recreational use.
 - B. MWD REPORT
 Director Camacho had no additional comments.
 - C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT
 President Catlin reported that the latest Regional Policy Committee meeting was the February 4, Joint Special Meeting with IEUA and the Regional Policy Committee, which went very well.

 Director Camacho commended staff for a well done presentation. He noted that the meeting was well-attended, and stated that the meetings are very helpful and encouraged that staff conduct more joint meetings/workshops.
 - D. CHINO BASIN WATERMASTER REPORT
 President Catlin reported that CBWM mediation continues.
6. GENERAL MANAGER'S REPORT
 The General Manager's Report was received and filed by the Board.
- General Manager P. Joseph Grindstaff reported that he and staff continue to conduct proposed rate budget meetings with each of the member agencies. He stated that the most common questions are: could the rate increase be phased in versus a lump sum; is there double-paying; is it equitable. He reported that the last meeting will be February 18 at the City of Upland.
- Director Hall mentioned that she wants to ensure that the formula, methods, and logic are explained in a clear and simple manner, and that the message is consistent to each agency.
1. LEGISLATIVE UPDATE BY THE DOLPHIN GROUP
 Mr. Michael Boccadoro from The Dolphin Group gave a PowerPoint presentation on the 2015 legislative planning. He provided a 2014 legislative recap by stating that legislation was enacted to address the drought emergency, landmark legislation was passed to assist

with groundwater management, the California Water Action Plan was adopted, and the Water Bond was passed. He gave an election overview stating turnout was a record low, Governor Brown was reelected for a 4th term, and the Democrats failed to maintain a 2/3 supermajority. He reported that in a public opinion poll Californians are more optimistic about the economic conditions. He also stated that 59% of the public consider water issues a big problem and government efforts are not enough. Mr. Boccadoro gave an update on the drought issue. He stated that 2014 was the driest period on record; major water supply reservoirs remain at historically low levels; Sierra snowpack is at 25% of normal, SWP allocation is currently at 15%; and state remains under drought emergency declaration. He reported that the state fiscal situation continues to improve. He also provided a legislative member overview and provided the key committee chairmanships.

7. BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS

The Board had no requested future agenda items.

8. BOARD OF DIRECTORS' COMMENTS

Director Camacho stated that he attended the MWD State Water Project tour. He reported that it was a wonderful tour with great attendance, and good information.

9. CLOSED SESSION

The Board went into Closed Session at 11:15 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Sheilds vs. IEUA, Case No. CIVRS 1301638; (4) Desaddi vs. IEUA, Case No. CIVRS 1304617; (5) Mwembu vs. IEUA Case No. CIVDS 1415762; (6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595; (7) Qualco vs. IEUA, Case No. CIVRS 1304057 B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Property: Water and Pipeline Capacity/Cadiz, Negotiating Parties: General Counsel Jean Cihigoyenetche; (2) Supplemental Water Transfer/Purchase, General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Two (2) Cases; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study, (2) Various Positions; E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (1) Manager of Internal Audit; (2) Board Secretary/Office Manager

The meeting resumed at 12:30 p.m. and General Counsel Jean Cihigoyenetche stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

Martin vs. IEUA, Case No. CIVRS 1000767

Sheilds vs. IEUA, Case No. CIVRS 1301638

Desaddi vs. IEUA, Case No. CIVRS 1304617

Mwembu vs. IEUA, Case No. CIVDS 1415762

Southern California Edison vs. IEUA, Case No. CIVRS 1308595

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Property: Water and Pipeline Capacity/Cadiz

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

Upon motion by Director Camacho, seconded by Director Catlin, and unanimously carried:

M2015-2-7

MOVED, to reject the claim for damages submitted by Mr. Daniel J. Phelps.

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) Case

The Board took no reportable action.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

Regarding Public Employee Performance Evaluation:

Manager of Internal Audit

Board Secretary/Office Manager

The Board took no reportable action.

3. **ACTION ITEMS** – (continued)

C. **ADOPTION OF RESOLUTION NO. 2015-2-3, AMENDING THE MEMORANDUM OF UNDERSTANDING, SALARY MATRIX AND CLASSIFICATION PLAN FOR ALL LABORATORY UNIT EMPLOYEES**

Manager of Human Resources Sharmeen Bhojani stated that staff is recommending the adoption of a Resolution which amends the Memorandum of Understanding, the Salary Matrix, and the Classification Plan for all Laboratory Unit Employees, based on the results of the class and comp study conducted by the Agency's consultant RSG.

Upon motion by Director Koopman, seconded by Director Hall, and unanimously carried:

M2015-2-8

MOVED, to:

1. Approve and adopt the recently completed classification and compensation study for all Laboratory Unit employees;
2. Approve the modification of various position titles for all the Laboratory Unit employees, as a result of the adoption of the classification and compensation study; and
3. Adopt Resolution No. 2015-2-3 to amend the 2013 through 2018 Memorandum of Understanding (MOU) for the Laboratory Unit with a new Salary Matrix and Classification Plan based on the results of a classification and compensation study.

With no further business, President Catlin adjourned the meeting at 12:40 p.m.

Steven J. Elie, Secretary/Treasurer


APPROVED: MARCH 18, 2015

**CONSENT
CALENDAR
ITEM**

2B

Date: March 18, 2015

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

Subject: Adoption of Resolution No. 2015-3-2, Commending Cucamonga Valley Water District for 60 Years of Service

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2015-3-2, commending Cucamonga Valley Water District for 60 Years of Service.

BACKGROUND

The Cucamonga Valley Water District (CVWD) was established in the early 1950's, when the local leaders of the Cucamonga Valley region saw the need and had a vision to develop a reliable source of water supply to provide for the needs of both agricultural and urban water customers. CVWD was incorporated on March 1, 1955, and is recognized both regionally and statewide for its innovative technologies and leadership in the water and wastewater industries.

This Resolution is to commend CVWD for 60 years of providing quality services and a reliable product to its customers for 60 years.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2015-3-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, COMMENDING CUCAMONGA VALLEY WATER DISTRICT FOR 60 YEARS OF SERVICE

CUCAMONGA VALLEY WATER DISTRICT

WHEREAS, in the early 1950's the local leaders of the Cucamonga Valley region saw the need and had a vision to develop a reliable source of water supply to provide for the needs of both agricultural and urban water customers;

WHEREAS, Cucamonga Valley Water District was incorporated following an election held within the territory of the proposed District on March 1, 1955;

WHEREAS, Cucamonga Valley Water District has provided quality service and a reliable product to its customers for 60 years;

WHEREAS, Cucamonga Valley Water District is recognized both regionally and statewide for its innovative technologies and leadership in the water and wastewater industries;

NOW, THEREFORE, BE IT RESOLVED, that the Inland Empire Utilities Agency's Board of Directors does hereby publicly recognize Cucamonga Valley Water District for its lasting contributions to the growth and development of the communities it serves.

Adopted this 18th day of March, 2015.

INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS

Terry Catlin, President

Michael Camacho, Vice President

Steven J. Elie, Secretary/Treasurer

Gene Koopman, Director

Jasmin A. Hall, Director

**a Municipal Water District*

ADOPTED this 18th day of March, 2015.

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

ATTEST:

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

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. 2015-3-2, was adopted at a regular Board Meeting on March 18, 2015, of said Agency by the following vote:

AYES:

NOES: None

ABSTAIN: None

ABSENT: None

Steven J. Elie, Secretary

*A Municipal Water District


**CONSENT
CALENDAR
ITEM**


2C


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (3/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Treasurer's Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of January 2015 in the amount of \$11,618,767.82.

BACKGROUND

January disbursement activity includes vendor payments (check numbers 206784-207057) of \$5,813,417.51 and workers compensation payments (check numbers 04004-04038) of \$17,365.95. The total amount of ACH and wire transfer payments is \$5,778,708.25, which includes payroll taxes in the amount of \$644,955.79. The total employee pay was \$1,316,102.38. The total pay for the Board of Directors was \$6,251.42.

| Payment Type | | Transactions | Total Amount |
|-----------------------|--------------------|--------------|------------------------|
| Check | Vendors | 274 | 5,813,417.51 |
| | Workers-Comp | 35 | 17,365.95 |
| | Payroll-Directors' | 5 | 6,251.42 |
| | Payroll-Others | 4 | 3,024.69 |
| Subtotal Check | | 318 | \$5,840,059.57 |
| ACH | | 121 | \$591,224.73 |
| Wire Transfer | Payroll-Net Pay | 2 | 1,313,077.69 |
| | Others | 18 | 3,874,405.83 |
| Subtotal Wires | | 20 | \$5,187,483.52 |
| TOTAL | | 459 | \$11,618,767.82 |

Treasurer's Report on General Disbursements

March 18, 2015

Page 2

Payments to vendors this month above \$500,000 include:

| Vendor | Amount | Description |
|--------------------------|-----------------|---|
| MWD | \$ 2,539,678.74 | November 2014 Water Purchase |
| CCL Contracting | \$ 934,491.26 | EN06025- Wineville Seg. A 12/14 Pay Est 4 |
| Mike Bubalo Construction | \$ 930,594.55 | EN13045- Wineville RW Ext. 12/14 Pay Est 2 |
| CalPERS | \$ 679,095.25 | P/R 1 & 2 PERS Contributions, 1/15 Health Ins |
| San Bernardino County | \$ 523,970.00 | EN15043-Easement Acqstn WO #961601-1F |

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The cash held by the Agency's various funds, including the Administrative Services (GG) Fund, is reduced as a result of paying the Agency's authorized expenditures.

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

Bank Key 122234149
 Acct number CHECK 231167641

| Check | Check number from to | Payment | Print date | Crcy | Amount paid (FC) | Recipient/void reason code | Enca./Void |
|--------|----------------------|------------|------------|------------|---|----------------------------|------------|
| 205784 | 2200063689 | 01/08/2015 | USD | 749.32 | ACCUSTANDARD INC NEW HAVEN CT | 01/13/2015 | |
| 205785 | 2200063700 | 01/08/2015 | USD | 16,109.50 | ABI CASC CONSULTING COLTON CA | 01/16/2015 | |
| 205786 | 2200063675 | 01/08/2015 | USD | 423.01 | AIRGAS WEST INC PASADENA CA | 01/28/2015 | |
| 205787 | 2200063685 | 01/08/2015 | USD | 71.96 | ALL AMERICAN CRANE MAINTENANCE/WALNUT CA | 01/13/2015 | |
| 205788 | 2200063686 | 01/08/2015 | USD | 183.00 | AMERICAN CHEMICAL SOCIETY COLUMBUS OH | 01/16/2015 | |
| 205789 | 2200063702 | 01/08/2015 | USD | 150.84 | AMERICAN MATERIAL COMPANY LAKE ELSINORE CA | 01/14/2015 | |
| 205790 | 2200063707 | 01/08/2015 | USD | 2,245.00 | AMP MECHANICAL INC COSTA MESA CA | 01/16/2015 | |
| 205791 | 2200063698 | 01/08/2015 | USD | 265.00 | BABCOCK LABORATORIES, INC RIVERSIDE CA | 01/15/2015 | |
| 205792 | 2200063730 | 01/08/2015 | USD | 36.96 | BARRER, SATURNINO CHINO HILLS CA | 01/21/2015 | |
| 205793 | 2200063712 | 01/08/2015 | USD | 15,295.00 | BEON AIR INC LOS ANGELES CA | 01/16/2015 | |
| 205794 | 2200063670 | 01/08/2015 | USD | 825.52 | BRITHINE ELECTRIC COLTON CA | 01/14/2015 | |
| 205795 | 2200063705 | 01/08/2015 | USD | 945.01 | BURLINGTON SAFETY LAB OF CALIFORNIA/STANFORD CA | 01/13/2015 | |
| 205796 | 2200063697 | 01/08/2015 | USD | 126,367.12 | BUTLER ENGINEERING INC TUSTIN CA | 01/13/2015 | |
| 205797 | 2200063693 | 01/08/2015 | USD | 251.34 | CALIFORNIA NEWSPAPER SERVICE LOS ANGELES CA | 01/14/2015 | |
| 205798 | 2200063736 | 01/08/2015 | USD | 5,000.00 | CALIFORNIA STRATEGIES LLC IRVINE CA | 01/13/2015 | |
| 205799 | 2200063713 | 01/08/2015 | USD | 19,863.12 | CALIFORNIA WATER TECHNOLOGIES, PASADENA CA | 01/14/2015 | |
| 205800 | 2200063738 | 01/08/2015 | USD | 261.43 | CAMACHO, MICHAEL CHINO HILLS CA | 01/12/2015 | |
| 205801 | 2200063727 | 01/08/2015 | USD | 147.63 | CARL H TAYLOR III CRYSTAL RIVER FL | 01/12/2015 | |
| 205802 | 2200063733 | 01/08/2015 | USD | 15.00 | CHARLES, DAVID CHINO HILLS CA | 01/15/2015 | |
| 205803 | 2200063735 | 01/08/2015 | USD | 20.61 | CHAVEZ, NESTOR C CHINO HILLS CA | 01/16/2015 | |
| 205804 | 2200063726 | 01/08/2015 | USD | 754.50 | CITY EMPLOYEES ASSOCIATES LONG BEACH CA | 01/16/2015 | |
| 205805 | 2200063717 | 01/08/2015 | USD | 819.89 | CITY OF CHENO CHINO CA | 01/12/2015 | |
| 205806 | 2200063711 | 01/08/2015 | USD | 14,819.00 | CIVIC PUBLICATIONS INC LA VERNE CA | 01/13/2015 | |
| 205807 | 2200063740 | 01/08/2015 | USD | 155.27 | CONCERNINO, FRANCIS CHENO HILLS CA | 01/20/2015 | |
| 205808 | 2200063690 | 01/08/2015 | USD | 29,800.00 | COONSTRUCTION INC RANCHO CUCAMONGA CA | 01/29/2015 | |
| 205809 | 2200063734 | 01/08/2015 | USD | 171.36 | DAGAN, EDWARD CHINO HILLS CA | 01/29/2015 | |
| 205810 | 2200063671 | 01/08/2015 | USD | 779.96 | DATALOK COMPANY, THE LOS ANGELES CA | 01/15/2015 | |
| 205811 | 2200063704 | 01/08/2015 | USD | 250.00 | DAVE'S PLUMBING CHINO CA | 01/14/2015 | |
| 205812 | 2200063683 | 01/08/2015 | USD | 148.89 | DELL MARKETING L P PASADENA CA | 01/13/2015 | |
| 205813 | 2200063679 | 01/08/2015 | USD | 279.18 | DME INC SANTA FE SPRINGS CA | 01/14/2015 | |
| 205814 | 2200063710 | 01/08/2015 | USD | 687.23 | DOWN'S ENERGY CORONA CA | 01/14/2015 | |
| 205815 | 2200063701 | 01/08/2015 | USD | 1,891.67 | EL NATIVO GROWERS INC AZUSA CA | 01/14/2015 | |
| 205816 | 2200063739 | 01/08/2015 | USD | 154.17 | ELIE, STEVE CHINO HILLS CA | 01/14/2015 | |
| 205817 | 2200063716 | 01/08/2015 | USD | 3,449.13 | FERRERA COASTAL CONSTRUCTION BRANDBURG NJ | 01/13/2015 | |
| 205818 | 2200063674 | 01/08/2015 | USD | 105.30 | FIRST AID 2000 HUNTINGTON BEACH CA | 01/14/2015 | |
| 205819 | 2200063672 | 01/08/2015 | USD | 40.53 | FISHER SCIENTIFIC LOS ANGELES CA | 01/13/2015 | |
| 205820 | 2200063714 | 01/08/2015 | USD | 30,287.71 | FLO SERVICES, INC. BURBANK CA | 01/14/2015 | |
| 205821 | 2200063692 | 01/08/2015 | USD | 562.65 | FLORENCE FLEET CORP COMPTON CA | 01/13/2015 | |
| 205822 | 2200063721 | 01/08/2015 | USD | 428.81 | FONTRAY WATER COMPANY FONTANA CA | 01/26/2015 | |
| 205823 | 2200063681 | 01/08/2015 | USD | 460.49 | GEORGE T HALL, OD INC ANAHEIM CA | 01/14/2015 | |
| 205824 | 2200063703 | 01/08/2015 | USD | 28,611.44 | GIC TRANSPORT INC BAKERSFIELD CA | 01/14/2015 | |
| 205825 | 2200063676 | 01/08/2015 | USD | 5,875.96 | GRAINGER PALATINE IL | 01/14/2015 | |
| 205826 | 2200063742 | 01/08/2015 | USD | 205.97 | HALL, JASMIN CHINO HILLS CA | 01/14/2015 | |
| 205827 | 2200063673 | 01/08/2015 | USD | 596.93 | HOMES DEPOT CREDIT SERVICES DES MOINES IA | 01/14/2015 | |

Bank CBR
Bank Key 122234149
Acct number CHECK
CITIZENS BUSINESS BANK
231167641
ONTARIO CA 917610000

| Check | Check number from to | Payment | Print date | Crcy | Amount paid (FC) | Recipient/Void reason code | Enca./void |
|--------|----------------------|------------|------------|------------|--|----------------------------|------------|
| 206828 | 2200063729 | 01/08/2015 | USD | 25.76 | HUSS, KERRY CHINO HILLS CA | 01/11/2015 | |
| 206829 | 2200063723 | 01/08/2015 | USD | 204.00 | IRGA EMPLOYERS' ASSOCIATION CHINO HILLS CA | 02/04/2015 | |
| 206830 | 2200063724 | 01/08/2015 | USD | 66.00 | INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA | 01/16/2015 | |
| 206831 | 2200063687 | 01/08/2015 | USD | 291.60 | KONICA MINOLTA PASADENA CA | 01/14/2015 | |
| 206832 | 2200063695 | 01/08/2015 | USD | 385.55 | LOCKMASTERS USA INC PANAVA CITY FL | 01/30/2015 | |
| 206833 | 2200063699 | 01/08/2015 | USD | 9,527.80 | LOS SERRANOS GOLF & COUNTRY CLCHINO HILLS CA | 01/16/2015 | |
| 206834 | 2200063728 | 01/08/2015 | USD | 288.00 | MARIA FRESQUEZ LAS VEGAS NV | 02/26/2015 | |
| 206835 | 2200063708 | 01/08/2015 | USD | 18,581.50 | MEYERS NAVE OAKLAND CA | 01/14/2015 | |
| 206836 | 2200063741 | 01/08/2015 | USD | 45.45 | MYERS, ALAN CHINO HILLS CA | 01/16/2015 | |
| 206837 | 2200063731 | 01/08/2015 | USD | 114.52 | PANMAN, DAVID CHINO HILLS CA | 02/02/2015 | |
| 206838 | 2200063725 | 01/08/2015 | USD | 52.19 | PEKS LONG TERM CARE PROGRAM PASADENA CA | 01/15/2015 | |
| 206839 | 2200063677 | 01/08/2015 | USD | 434.52 | PETTY CASH EXPENDITURES CHINO CA | 01/20/2015 | |
| 206840 | 2200063694 | 01/08/2015 | USD | 165.22 | RED WING SHOR STORE FONTANA CA | 01/21/2015 | |
| 206841 | 2200063737 | 01/08/2015 | USD | 384.16 | ROBISON, JOHN CHINO HILLS CA | 01/13/2015 | |
| 206842 | 2200063696 | 01/08/2015 | USD | 515.235.00 | SAN BERNARDINO COUNTY SAN BERNARDINO CA | 01/13/2015 | |
| 206843 | 2200063719 | 01/08/2015 | USD | 43,364.95 | SO CALIF EDISON ROSEMEAD CA | 01/12/2015 | |
| 206844 | 2200063720 | 01/08/2015 | USD | 681.48 | SO CALIF GAS MONTEREY PARK CA | 01/22/2015 | |
| 206845 | 2200063691 | 01/08/2015 | USD | 1,165.00 | STATE WATER RESOURCES CNL BRACAMENITO CA | 01/14/2015 | |
| 206846 | 2200063725 | 01/08/2015 | USD | 640.00 | TDC CONSULTS ALTADENA CA | 01/26/2015 | |
| 206847 | 2200063725 | 01/08/2015 | USD | 664.17 | TRANWEST TRUCK CENTER PASADENA CA | 01/13/2015 | |
| 206848 | 2200063732 | 01/08/2015 | USD | 395.85 | TRUCOTT, JEFF CHINO HILLS CA | 01/16/2015 | |
| 206849 | 2200063688 | 01/08/2015 | USD | 150.00 | UPLAND CHAMBER OF COMMERCE UPLAND CA | 01/20/2015 | |
| 206850 | 2200063709 | 01/08/2015 | USD | 8,573.35 | US BANK WYAGER FLEET SYSTEMS KANSAS CITY MO | 01/13/2015 | |
| 206851 | 2200063718 | 01/08/2015 | USD | 1,023.65 | VERIZON-CALIFORNIA DALLAS TX | 01/21/2015 | |
| 206852 | 2200063722 | 01/08/2015 | USD | 204.99 | VARIZON COMMUNICATIONS DALLAS TX | 01/21/2015 | |
| 206853 | 2200063684 | 01/08/2015 | USD | 1,372.00 | WATER EDUCATION FOUNDATION SACRAMENTO CA | 01/22/2015 | |
| 206854 | 2200063682 | 01/08/2015 | USD | 272.00 | WATER ENVIRONMENT FEDERATION BOSTON MA | 01/13/2015 | |
| 206855 | 2200063680 | 01/08/2015 | USD | 8,624.00 | WATERWISE ASSOCIATION ALEXANDRIA VA | 01/26/2015 | |
| 206856 | 2200063735 | 01/08/2015 | USD | 30.67 | YERONAH, ERNEST CHINO HILLS CA | 01/21/2015 | |
| 206857 | 2200063782 | 01/15/2015 | USD | 560.01 | AIRGAS WEST INC PASADENA CA | 01/28/2015 | |
| 206858 | 2200063778 | 01/15/2015 | USD | 76.30 | ALLIED ELECTRONICS INC FORT WORTH TX | 01/28/2015 | |
| 206859 | 2200063808 | 01/15/2015 | USD | 2,403.12 | AMERICAN MATERIAL COMPANY LARK ELKINSORE CA | 01/21/2015 | |
| 206860 | 2200063806 | 01/15/2015 | USD | 16,815.86 | APRISA TECHNOLOGY ROSLYK NY | 01/21/2015 | |
| 206861 | 2200063810 | 01/15/2015 | USD | 701.68 | ARROWHEAD MOUNTAIN SPRING WATELOUISVILLE KY | 01/22/2015 | |
| 206862 | 2200063803 | 01/15/2015 | USD | 123.99 | BAVCO LONG BEACH CA | 01/20/2015 | |
| 206863 | 2200063819 | 01/15/2015 | USD | 641.53 | BERLIN PACKAGING LLC CHICAGO IL | 01/26/2015 | |
| 206864 | 2200063788 | 01/15/2015 | USD | 1,183.00 | BLACK & VEATCH CORPORATION KANSAS CITY MO | 01/22/2015 | |
| 206865 | 2200063798 | 01/15/2015 | USD | 194.39 | BOOT BARN INC IRVINE CA | 01/22/2015 | |
| 206866 | 2200063779 | 01/15/2015 | USD | 4,067.78 | BRITNISEE ELECTRIC OILTON CA | 01/22/2015 | |
| 206867 | 2200063759 | 01/15/2015 | USD | 114,711.17 | BUITER ENGINEERING INC TUSTIN CA | 01/21/2015 | |
| 206868 | 2200063787 | 01/15/2015 | USD | 156.00 | CALIF WATER ENVIRONMENT ASSOC OAKLAND CA | 01/30/2015 | |
| 206869 | 2200063789 | 01/15/2015 | USD | 569.54 | CALIFORNIA CHAMBER OF COMMERCE SACRAMENTO CA | 01/21/2015 | |
| 206870 | 2200063820 | 01/15/2015 | USD | 14,565.67 | CALIFORNIA WATER TECHNOLOGIES, PASADENA CA | 01/21/2015 | |
| 206871 | 2200063833 | 01/15/2015 | USD | 115.00 | CAMBIARO, PIETRO CHINO HILLS CA | 01/20/2015 | |

| Bank | CB | CITIZENS BUSINESS BANK | ONTARIO CA | 91763800 | | | |
|--------------|-----------|------------------------|------------|----------|------------------|---|------------|
| Bank Key | 122234149 | | | | | | |
| Acct number | CHECK | 231167641 | | | | | |
| Check | | | | | | | |
| Check number | From to | Payment | Print date | Crcy | Amount paid (FC) | Recipient/Void reason code | Enca./Void |
| 206872 | | 2200063802 | 01/15/2015 | USD | 8,667.53 | CITIGROUP GLOBAL MARKETS INC PITTSBURGH PA | 01/26/2015 |
| 206873 | | 2200063780 | 01/15/2015 | USD | 25.83 | CITY RENTALS INC ONTARIO CA | 01/21/2015 |
| 206874 | | 2200063824 | 01/15/2015 | USD | 1,466.00 | CLINICAL HEALTH SYSTEMS AWAHEIM CA | 01/23/2015 |
| 206875 | | 2200063817 | 01/15/2015 | USD | 6,679.74 | CONSERV CONSTRUCTION, INC MURRIETA CA | 01/23/2015 |
| 206876 | | 2200063826 | 01/15/2015 | USD | 373.33 | CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA | 01/21/2015 |
| 206877 | | 2200063821 | 01/15/2015 | USD | 453.60 | D & H WATER SYSTEMS, INC. OCEANSIDE CA | 02/02/2015 |
| 206878 | | 2200063813 | 01/15/2015 | USD | 6,850.00 | DAVID WHEELER'S PEST CONTROL, NORCO CA | 01/20/2015 |
| 206879 | | 2200063822 | 01/15/2015 | USD | 900.00 | DEBBY FIGONI RANCHO CUCAMONGA CA | 02/06/2015 |
| 206880 | | 2200063815 | 01/15/2015 | USD | 935.06 | DOWNES ENERGY CORONA CA | 01/22/2015 |
| 206881 | | 2200063823 | 01/15/2015 | USD | 790.87 | EMA, INC. SAINT PAUL MN | 01/22/2015 |
| 206882 | | 2200063811 | 01/15/2015 | USD | 4,829.99 | FASTSIGNS ONTARIO CA | 02/02/2015 |
| 206883 | | 2200063781 | 01/15/2015 | USD | 3,261.80 | FISHER SCIENTIFIC LOS ANGELES CA | 01/29/2015 |
| 206884 | | 2200063809 | 01/15/2015 | USD | 8,404.96 | GIG TRANSPORT INC BAKERSFIELD CA | 01/20/2015 |
| 206885 | | 2200063784 | 01/15/2015 | USD | 1,962.53 | GRAINGER PALATINE IL | 01/20/2015 |
| 206886 | | 2200063786 | 01/15/2015 | USD | 132.46 | ICR CUHE INC GREENSBURG PA | 01/22/2015 |
| 206887 | | 2200063816 | 01/15/2015 | USD | 15.00 | IEDA EMPLOYERS' ASSOCIATION CHINO HILLS CA | 01/21/2015 |
| 206888 | | 2200063832 | 01/15/2015 | USD | 1,566.11 | INDUSTRIAL NETWORKING SOLUTIONS ADDISON TX | 01/22/2015 |
| 206889 | | 2200063790 | 01/15/2015 | USD | 3,436.25 | INLAND BODY & PAINT CENTER FONTANA CA | 01/22/2015 |
| 206890 | | 2200063792 | 01/15/2015 | USD | 17,000.00 | J WILLIAM MURPHY AND ASSOCIATES ONTARIO CA | 01/16/2015 |
| 206891 | | 2200063797 | 01/15/2015 | USD | 142.20 | KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA | 01/21/2015 |
| 206892 | | 2200063786 | 01/15/2015 | USD | 1,458.09 | LEE & RO INC CITY OF INDUSTRY CA | 01/21/2015 |
| 206893 | | 2200063825 | 01/15/2015 | USD | 432.05 | MESCO WATER FOOTHILL RANCH CA | 01/21/2015 |
| 206894 | | 2200063800 | 01/15/2015 | USD | 4,909.99 | ONTARIO MUNICIPAL UTILITIES COONTARIO CA | 01/20/2015 |
| 206895 | | 2200063783 | 01/15/2015 | USD | 650.44 | PENSKE HONDA ONTARIO ONTARIO CA | 01/21/2015 |
| 206896 | | 2200063796 | 01/15/2015 | USD | 87.89 | PETTY CASH EXPENDITURES CHINO CA | 01/20/2015 |
| 206897 | | 2200063804 | 01/15/2015 | USD | 620.09 | RED WING SHOE STORE CORONA CA | 01/20/2015 |
| 206898 | | 2200063795 | 01/15/2015 | USD | 446.34 | RED WING SHOE STORE UPLAND CA | 01/22/2015 |
| 206899 | | 2200063804 | 01/15/2015 | USD | 7,638.00 | ROBERT HALF MANAGEMENT RESOURCES LOS ANGELES CA | 01/22/2015 |
| 206900 | | 2200063828 | 01/15/2015 | USD | 98,938.75 | SO CALIF EDISON ROSEMead CA | 01/21/2015 |
| 206901 | | 2200063785 | 01/15/2015 | USD | 559.00 | STATE WATER RESOURCES CNTRL ROSARACRAMENTO CA | 01/23/2015 |
| 206902 | | 2200063829 | 01/15/2015 | USD | 910.63 | TIME WARNER TELECOM DENVER CO | 01/21/2015 |
| 206903 | | 2200063807 | 01/15/2015 | USD | 22,212.87 | U S BANK ST LOUIS MO | 01/21/2015 |
| 206904 | | 2200063805 | 01/15/2015 | USD | 47,623.93 | UNION BANK OF CALIFORNIA MONTEREY PARK CA | 01/21/2015 |
| 206905 | | 2200063791 | 01/15/2015 | USD | 257.14 | USA BLUE BOOK GURNEE IL | 01/27/2015 |
| 206906 | | 2200063818 | 01/15/2015 | USD | 12,809.33 | UTILICORPST LLC ATLANTA GA | 01/21/2015 |
| 206907 | | 2200063821 | 01/15/2015 | USD | 431.85 | VERIZON BUSINESS DALLAS TX | 01/23/2015 |
| 206908 | | 2200063827 | 01/15/2015 | USD | 2,268.33 | VERIZON CALIFORNIA DALLAS TX | 01/26/2015 |
| 206909 | | 2200063830 | 01/15/2015 | USD | 907.65 | VERIZON COMMUNICATIONS DALLAS TX | 01/27/2015 |
| 206910 | | 2200063801 | 01/15/2015 | USD | 272,948.74 | W A BASIC CONSTRUCTION CO INC LONG BEACH CA | 01/21/2015 |
| 206911 | | 2200063793 | 01/15/2015 | USD | 580.04 | WASTE MANAGEMENT OF LOS ANGELES CA | 01/22/2015 |
| 206912 | | 2200063794 | 01/15/2015 | USD | 1,750.00 | WESTERN MUNICIPAL WATER DISTRICT RIVERSIDE CA | 01/23/2015 |
| 206913 | | 2200063848 | 01/15/2015 | USD | 67.20 | WYLER, RICHARD CHINO HILLS CA | 01/20/2015 |
| 206914 | | 2200063854 | 01/15/2015 | USD | 371.84 | BOUGHAN, ARIN CHINO HILLS CA | 01/21/2015 |
| 206915 | | 2200063851 | 01/15/2015 | USD | 60.48 | CAMPOS, JESSE CHINO HILLS CA | 01/21/2015 |

Check Register

| Bank | CBS | CITIZENS BUSINESS BANK | ONTARIO CA | 917610600 | | | |
|--------------|-----------|------------------------|------------|-----------|------------------|---|------------|
| Bank Key | 122234145 | | | | | | |
| Acct. number | CHECK | 231167641 | | | | | |
| Check number | from to | Payment | Post date | Crcy | Amount paid (FC) | Recipient/Void reason code | Enca./void |
| 206916 | | 2200063850 | 01/15/2015 | USD | 84.80 | CARTER, JOSEPH CHINO HILLS CA | 01/23/2015 |
| 206917 | | 2200063846 | 01/15/2015 | USD | 33.60 | DELGADO-ORAMAS III, JOSE M CHINO HILLS CA | 01/21/2015 |
| 206918 | | 2200063852 | 01/15/2015 | USD | 53.12 | JONES, KIE CHINO HILLS CA | 01/26/2015 |
| 206919 | | 2200063847 | 01/15/2015 | USD | 82.88 | LACEY, STEVEN CHINO HILLS CA | 01/22/2015 |
| 206920 | | 2200063853 | 01/15/2015 | USD | 52.64 | MYERS, ALAN CHINO HILLS CA | 01/22/2015 |
| 206921 | | 2200063845 | 01/15/2015 | USD | 9,862.21 | RANCHO DISPOSAL SERVICES INC BUENA PARK CA | 01/23/2015 |
| 206922 | | 2200063849 | 01/15/2015 | USD | 47.04 | RIPLEY, EDDY CHINO HILLS CA | 01/22/2015 |
| 206923 | | 2200063844 | 01/15/2015 | USD | 1,568.96 | SO CALIF GAS MONTEREY PARK CA | 01/28/2015 |
| 206924 | | 2200063843 | 01/15/2015 | USD | 28.08 | SPORT PLANS INTERNATIONAL INC JELAND CA | 01/21/2015 |
| 206925 | | 2200063841 | 01/15/2015 | USD | 873.00 | U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA | 01/20/2015 |
| 206926 | | 2200063842 | 01/15/2015 | USD | 140.64 | WORLWIDE EXPRESS ALBANY NY | 01/22/2015 |
| 206927 | | 2200063896 | 01/22/2015 | USD | 2,021.00 | ART CASC CONSULTING COLTON CA | 01/29/2015 |
| 206928 | | 2200063878 | 01/22/2015 | USD | 564.67 | ALRGAS WEST INC PASADENA CA | 02/02/2015 |
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| 206931 | | 2200063915 | 01/22/2015 | USD | 41,419.93 | ALLISON MECHANICAL, INC. REDLANDS CA | 01/27/2015 |
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Inland Empire Dist. Agency
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| ** | | | USD | 17,365.95 | | |

| Check | Payee / Description | | | Amount |
|-------|---|--------|---------|------------|
| Wire | INTERNAL REVENUE SERVICE P/R 1 1/9 Taxes | HR | 0028100 | 279,639.95 |
| | | | | - - - - - |
| | INTERNAL REVENUE SERVICE | | \$ | 279,639.95 |
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM P/R 1 1/9 Taxes | HR | 0028100 | 47,485.18 |
| | P/R 1 1/9 Taxes | HR | 0028100 | 10,099.38 |
| | | | | - - - - - |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 57,584.56 |
| Wire | INTERNAL REVENUE SERVICE P/R 101 1/21 Taxes | HR | 0028200 | 1,280.22 |
| | P/R Dir 01 1/9 Taxes | HR | 0028300 | 2,776.65 |
| | | | | - - - - - |
| | INTERNAL REVENUE SERVICE | | \$ | 4,056.87 |
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM P/R 101 1/21 Taxes | HR | 0028200 | 37.17 |
| | P/R 101 1/21 Taxes | HR | 0028200 | 113.35 |
| | P/R Dir 01 1/9 Taxes | HR | 0028300 | 420.93 |
| | | | | - - - - - |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 571.45 |
| Wire | BANK OF AMERICA NT&SA P/R 1 1/9/15 EFT Direct Deposit | 10915 | | 645,351.39 |
| | | | | - - - - - |
| | BANK OF AMERICA NT&SA | | \$ | 645,351.39 |
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM P/R 2 1/23 Taxes | HR | 0028400 | 37,913.71 |
| | P/R 2 1/23 Taxes | HR | 0028400 | 7,945.03 |
| | | | | - - - - - |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 45,858.74 |
| Wire | INTERNAL REVENUE SERVICE P/R 2 1/23 Taxes | HR | 0028400 | 256,682.57 |
| | | | | - - - - - |
| | INTERNAL REVENUE SERVICE | | \$ | 256,682.57 |
| Wire | INTERNAL REVENUE SERVICE P/R 102 1/21 Taxes | HR | 0028500 | 473.53 |
| | | | | - - - - - |
| | INTERNAL REVENUE SERVICE | | \$ | 473.53 |
| Wire | EMPLOYMENT DEVELOPMENT DEPARTM P/R 102 1/21 Taxes | HR | 0028500 | 10.57 |
| | P/R 102 1/21 Taxes | HR | 0028500 | 77.55 |
| | | | | - - - - - |
| | EMPLOYMENT DEVELOPMENT DEPARTM\$ | | | 88.12 |
| Wire | BANK OF AMERICA NT&SA P/R 2 1/23/15 EFT Direct Deposit | 012315 | | 667,726.30 |
| | | | | - - - - - |
| | BANK OF AMERICA NT&SA | | \$ | 667,726.30 |
| ACH | ICMA RETIREMENT TRUST 457 P/R 1 1/9 Deferred Comp Ded | HR | 0028100 | 12,414.38 |

| Check | Payee / Description | | Amount |
|-------|--|--|--|
| | ICMA RETIREMENT TRUST 457 | \$ | 12,414.38 |
| ACH | LINCOLN NATIONAL LIFE INS CO P/R 1 1/9 Deferred Comp Ded | HR 0028100 | 20,987.95 |
| | LINCOLN NATIONAL LIFE INS CO | \$ | 20,987.95 |
| ACH | ICMA RETIREMENT TRUST 401 P/R 1 1/9 Exec Deferred Comp | HR 0028100 | 10,704.96 |
| | ICMA RETIREMENT TRUST 401 | \$ | 10,704.96 |
| ACH | AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A DAFT-2,300 Lbs Polymer 748E DAFT-2,300 Lbs Polymer 748E RP1-16,100 Lbs Polymer 750A RP2-18,400 Lbs Polymer 748E | 32857 32856 32839 32840 32868 | 21,105.55 2,496.42 2,496.42 21,105.55 19,971.36 |
| | AQUA BEN CORPORATION | \$ | 67,175.30 |
| ACH | CIHIGOYENETCHE GROSSBERG & CLO 11/14 IEUA vs Kaveh Engineering & Constr 11/14 Watermaster 11/14 IEUA vs SCE 11/14 IEUA vs PM 11/14 General Legal 11/14 PS vs IEUA 11/14 IEUA vs RP1 Ontario Airport Plume | 49214 49220 49218 49216 49213 49219 49217 | 275.00 650.00 1,550.00 125.00 38,073.00 825.00 500.00 |
| | CIHIGOYENETCHE GROSSBERG & CLO | \$ | 41,998.00 |
| ACH | HASCO OIL COMPANY, INC. RP1-Mobilgrease XHP 222 | 0189269-IN | 719.18 |
| | HASCO OIL COMPANY, INC. | \$ | 719.18 |
| ACH | JCI JONES CHEMICALS INC TP1-4,999 Gals Sdm Hypchlrt TP1-5,007 Gals Sdm Hypchlrt RP4-4,449 Gals Sdm Hypchlrt TP1-5,019 Gals Sdm Hypchlrt TP1-5,017 Gals Sdm Hypchlrt CCWRP-3,025 Gals Sdm Hypchlrt TP1-5,011 Gals Sdm Hypchlrt | 639337 640290 640988 640501 640404 640975 640403 | 2,864.43 2,869.01 2,549.28 2,875.89 2,874.74 1,733.33 2,871.30 |
| | JCI JONES CHEMICALS INC | \$ | 18,637.98 |
| ACH | LASER LINE Toner Cartridges | 27524 | 750.75 |
| | LASER LINE | \$ | 750.75 |
| ACH | GK & ASSOCIATES INC 46-1141-10/14 Prof Svcs | 14-123 | 14,352.00 |
| | GK & ASSOCIATES INC | \$ | 14,352.00 |

| Check | Payee / Description | | Amount |
|-------|--|------------|-----------|
| ACH | IEUA GENERAL EMPLOYEES ASSOCIA P/R 1 1/9 Employee Ded | HR 0028100 | 919.10 |
| | IEUA GENERAL EMPLOYEES ASSOCIAS | | 919.10 |
| ACH | IEUA PROFESSIONAL EMPLOYEES AS P/R 1 1/9 Employee Ded | HR 0028100 | 350.00 |
| | IEUA PROFESSIONAL EMPLOYEES ASS | | 350.00 |
| ACH | AQUA BEN CORPORATION | | |
| | RP1-16,100 Lbs Polymer 750A | 32889 | 21,105.55 |
| | DAFT-4,600 Lbs Polymer 748E | 32888 | 4,992.84 |
| | RP1-16,100 Lbs Polymer 750A | 32876 | 21,105.55 |
| | DAFT-4,600 Lbs Polymer 748E | 32875 | 4,992.84 |
| | AQUA BEN CORPORATION | \$ | 52,196.78 |
| ACH | JCI JONES CHEMICALS INC | | |
| | TP1-5,015 Gals Sdm Hypchlrt | 640586 | 2,873.60 |
| | CCWRP-3,025 Gals Sdm Hypchlrt | 641521 | 1,733.33 |
| | TP1-5,003 Gals Sdm Hypchlrt | 641520 | 2,866.72 |
| | TP1-4,995 Gals Sdm Hypchlrt | 641614 | 2,862.14 |
| | RP4-4,534 Gals Sdm Hypchlrt | 641612 | 2,597.98 |
| | RP5-4,979 Gals Sdm Hypchlrt | 638860 | 2,852.97 |
| | CCWRP-5,001 Gals Sdm Hypchlrt | 639503 | 2,865.57 |
| | CCWRP-3,017 Gals Sdm Hypchlrt | 640590 | 1,728.74 |
| | RP5-5,013 Gals Sdm Hypchlrt | 640726 | 2,872.45 |
| | RP5-5,027 Gals Sdm Hypchlrt | 641274 | 2,880.47 |
| | CCWRP-3,003 Gals Sdm Hypchlrt | 640091 | 1,720.72 |
| | TP1-5,013 Gals Sdm Hypchlrt | 639986 | 2,872.45 |
| | RP5-5,027 Gals Sdm Hypchlrt | 639504 | 2,880.47 |
| | TP1-4,995 Gals Sdm Hypchlrt | 641519 | 2,862.14 |
| | TP1-5,019 Gals Sdm Hypchlrt | 641400 | 2,875.89 |
| | CCWRP-3,041 Gals Sdm Hypchlrt | 641161 | 1,742.49 |
| | TP1-5,001 Gals Sdm Hypchlrt | 641160 | 2,865.57 |
| | TP1-5,043 Gals Sdm Hypchlrt | 641069 | 2,889.64 |
| | TP1-4,955 Gals Sdm Hypchlrt | 640997 | 2,839.22 |
| | TP1-4,999 Gals Sdm Hypchlrt | 640971 | 2,864.43 |
| | TP1-4,977 Gals Sdm Hypchlrt | 640969 | 2,851.82 |
| | TP1-5,001 Gals Sdm Hypchlrt | 640081 | 2,865.57 |
| | TP1-5,033 Gals Sdm Hypchlrt | 639502 | 2,883.91 |
| | TP1-5,003 Gals Sdm Hypchlrt | 639500 | 2,866.72 |
| | TP1-5,033 Gals Sdm Hypchlrt | 640836 | 2,883.91 |
| | JCI JONES CHEMICALS INC | \$ | 66,898.92 |
| ACH | LASER LINE | | |
| | HQA-Svc HP LJ 600, Seperation Rollers | 27642 | 153.04 |
| | LASER LINE | \$ | 153.04 |
| ACH | KAMBRIAN CORPORATION | | |
| | ISS Struxureware Central Basic & Lic | 5590 | 3,985.41 |
| | KAMBRIAN CORPORATION | \$ | 3,985.41 |
| ACH | SHELL ENERGY NORTH AMERICA LP | | |
| | 11/14 Gas Commodity-Non Core | 2568790 | 23,334.37 |

| Check | Payee / Description | | Amount |
|-------|--|--|--|
| | 11/14 Gas Cmmdty-Core,9/14 Adj | 1100002880411 | 1,224.54 |
| | SHELL ENERGY NORTH AMERICA LP \$ | | 24,558.91 |
| ACH | ICMA RETIREMENT TRUST 457 P/R 2 1/23 Deferred Comp Ded | HR 0028400 | 12,331.07 |
| | ICMA RETIREMENT TRUST 457 \$ | | 12,331.07 |
| ACH | LINCOLN NATIONAL LIFE INS CO P/R 2 1/23 Deferred Comp Ded | HR 0028400 | 20,551.39 |
| | LINCOLN NATIONAL LIFE INS CO \$ | | 20,551.39 |
| ACH | ICMA RETIREMENT TRUST 401 P/R 2 1/23 Exec Deferred Comp | HR 0028400 | 11,059.46 |
| | ICMA RETIREMENT TRUST 401 \$ | | 11,059.46 |
| ACH | AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A | 32907 32908 | 2,496.42 18,090.48 |
| | AQUA BEN CORPORATION \$ | | 20,586.90 |
| ACH | JCI JONES CHEMICALS INC TP1-4,941 Gals Sdm Hypchlrt TP1-5,023 Gals Sdm Hypchlrt CCWRP-3,023 Gals Sdm Hypchlrt RP4-3,055 Gals Sdm Hypchlrt TP1-4,881 Gals Sdm Hypchlrt TP1-5,061 Gals Sdm Hypchlrt TP1-4,989 Gals Sdm Hypchlrt TP1-4,975 Gals Sdm Hypchlrt CCWRP-3,059 Gals Sdm Hypchlrt | 641698 642004 641887 641909 641890 641889 641801 639501 641702 | 2,831.20 2,878.18 1,732.18 2,094.32 2,796.81 2,899.95 2,858.70 2,850.68 1,752.81 |
| | JCI JONES CHEMICALS INC \$ | | 22,694.83 |
| ACH | LASER LINE HQA-Svc HP 9250C HQA-HP 9250C Parking Pad Assembly HQA-Svc HP 9250C,ADF Kit RP4-Svc HP 2480 Color-IP 192.168.8.49 | 27655 27623 27606 27562 | 99.95 75.79 365.24 139.95 |
| | LASER LINE \$ | | 680.93 |
| ACH | AGRICULTURAL RESOURCES 2/15 Wtr Quality Consult | 2/15 WTR QLTY | 6,000.00 |
| | AGRICULTURAL RESOURCES \$ | | 6,000.00 |
| ACH | IEUA GENERAL EMPLOYEES ASSOCIA P/R 2 1/23 Employee Ded | HR 0028400 | 919.10 |
| | IEUA GENERAL EMPLOYEES ASSOCIAT\$ | | 919.10 |
| ACH | IEUA PROFESSIONAL EMPLOYEES AS P/R 101 1/9 Employee Ded P/R 2 1/23 Employee Ded | HR 0028200 HR 0028400 | 10.00 360.00 |

| Check | Payee / Description | Amount |
|-------|---|-----------|
| | IEUA PROFESSIONAL EMPLOYEES ASS | 370.00 |
| ACH | SOLAR STAR CALIFORNIA V LLC 11/14 Solar Energy | 42,065.80 |
| | IEUA0073 | |
| | SOLAR STAR CALIFORNIA V LLC \$ | 42,065.80 |
| ACH | DISCOVERY BENEFITS INC P/R 1 & 2 1/7 & 1/23 Cafeteria Plan | 5,666.56 |
| | P/R 1 & 2 201 | |
| | DISCOVERY BENEFITS INC \$ | 5,666.56 |
| ACH | ESTRADA, JIMMIE J Reim Monthly Health Prem | 469.02 |
| | HEALTH PREM | |
| | ESTRADA, JIMMIE J \$ | 469.02 |
| ACH | LICHTI, ALICE Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | LICHTI, ALICE \$ | 173.51 |
| ACH | MORASSE, EDNA Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | MORASSE, EDNA \$ | 173.51 |
| ACH | NOWAK, THEO T Reim Monthly Health Prem | 469.02 |
| | HEALTH PREM | |
| | NOWAK, THEO T \$ | 469.02 |
| ACH | SONNENBURG, ILSE Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | SONNENBURG, ILSE \$ | 173.51 |
| ACH | DYKSTRA, BETTY Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | DYKSTRA, BETTY \$ | 173.51 |
| ACH | TORRES, ROBERT G Reim Monthly Health Prem | 469.02 |
| | HEALTH PREM | |
| | TORRES, ROBERT G \$ | 469.02 |
| ACH | MUELLER, CAROLYN Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | MUELLER, CAROLYN \$ | 173.51 |
| ACH | GRIFFIN, GEORGE Reim Monthly Health Prem | 173.51 |
| | HEALTH PREM | |
| | GRIFFIN, GEORGE \$ | 173.51 |
| ACH | CANADA, ANGELA | |

| Check | Payee / Description | | Amount |
|-------|---|-------------|--------|
| | Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | CANADA, ANGELA | \$ | 173.51 |
| ACH | CUPERSMITH, LEIZAR Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | CUPERSMITH, LEIZAR | \$ | 173.51 |
| ACH | DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem | HEALTH PREM | 295.51 |
| | DELGADO-ORAMAS JR, JOSE | \$ | 295.51 |
| ACH | GRANGER, BRANDON Reim Monthly Health Prem | HEALTH PREM | 195.24 |
| | GRANGER, BRANDON | \$ | 195.24 |
| ACH | GADDY, CHARLES L Reim Monthly Health Prem | HEALTH PREM | 195.24 |
| | GADDY, CHARLES L | \$ | 195.24 |
| ACH | BAKER, CHRIS Reim Monthly Health Prem | HEALTH PREM | 73.24 |
| | BAKER, CHRIS | \$ | 73.24 |
| ACH | WEBB, DANNY C Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | WEBB, DANNY C | \$ | 122.00 |
| ACH | HUMPHREYS, DEBORAH E Reim Monthly Health Prem | HEALTH PREM | 260.59 |
| | HUMPHREYS, DEBORAH E | \$ | 260.59 |
| ACH | MOUAT, FREDERICK W Reim Monthly Health Prem | HEALTH PREM | 147.76 |
| | MOUAT, FREDERICK W | \$ | 147.76 |
| ACH | MORGAN, GARTH W Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | MORGAN, GARTH W | \$ | 122.00 |
| ACH | ALLINGHAM, JACK Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | ALLINGHAM, JACK | \$ | 25.76 |
| ACH | MAZUR, JOHN Reim Monthly Health Prem | HEALTH PREM | 437.66 |
| | MAZUR, JOHN | \$ | 437.66 |

| Check | Payee / Description | | Amount |
|-------|---|-------------|--------|
| ACH | RUDDER, LARRY Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | | ----- | ----- |
| | RUDDER, LARRY | \$ | 25.76 |
| ACH | INTERLICCHIA, RANDY Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | INTERLICCHIA, RANDY | \$ | 122.00 |
| ACH | HAMILTON, MARIA Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | HAMILTON, MARIA | \$ | 122.00 |
| ACH | PICENO, TONY Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | | ----- | ----- |
| | PICENO, TONY | \$ | 173.51 |
| ACH | RAMOS, CAROL Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | | ----- | ----- |
| | RAMOS, CAROL | \$ | 25.76 |
| ACH | FISHER, JAY Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | FISHER, JAY | \$ | 122.00 |
| ACH | KING, PATRICK Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | | ----- | ----- |
| | KING, PATRICK | \$ | 25.76 |
| ACH | DIETZ, JUDY Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | DIETZ, JUDY | \$ | 122.00 |
| ACH | DAVIS, GEORGE Reim Monthly Health Prem | HEALTH PREM | 73.24 |
| | | ----- | ----- |
| | DAVIS, GEORGE | \$ | 73.24 |
| ACH | MONZAVI, TAGHI Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | | ----- | ----- |
| | MONZAVI, TAGHI | \$ | 25.76 |
| ACH | PETERSEN, KENNETH Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | | ----- | ----- |
| | PETERSEN, KENNETH | \$ | 173.51 |
| ACH | TRAUTERMAN, HELEN Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | | ----- | ----- |
| | TRAUTERMAN, HELEN | \$ | 173.51 |

| Check | Payee / Description | Amount |
|-------|--|----------------------|
| ACH | TIEGS, KATHLEEN Reim Monthly Health Prem | HEALTH PREM 1,042.36 |
| | TIEGS, KATHLEEN | \$ 1,042.36 |
| ACH | DIGGS, GEORGE Reim Monthly Health Prem | HEALTH PREM 753.31 |
| | DIGGS, GEORGE | \$ 753.31 |
| ACH | HAYES, KENNETH Reim Monthly Health Prem | HEALTH PREM 816.90 |
| | HAYES, KENNETH | \$ 816.90 |
| ACH | HUNTON, STEVE Reim Monthly Health Prem | HEALTH PREM 195.24 |
| | HUNTON, STEVE | \$ 195.24 |
| ACH | RODRIGUEZ, LOUIS Reim Monthly Health Prem | HEALTH PREM 147.76 |
| | RODRIGUEZ, LOUIS | \$ 147.76 |
| ACH | VARBEL, VAN Reim Monthly Health Prem | HEALTH PREM 521.18 |
| | VARBEL, VAN | \$ 521.18 |
| ACH | CLIFTON, NEIL Reim Monthly Health Prem | HEALTH PREM 399.18 |
| | CLIFTON, NEIL | \$ 399.18 |
| ACH | DELGADO, FRANCOIS Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | DELGADO, FRANCOIS | \$ 122.00 |
| ACH | WELLMAN, JOHN THOMAS Reim Monthly Health Prem | HEALTH PREM 521.18 |
| | WELLMAN, JOHN THOMAS | \$ 521.18 |
| ACH | SPEARS, SUSAN Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | SPEARS, SUSAN | \$ 25.76 |
| ACH | TROXEL, WYATT Reim Monthly Health Prem | HEALTH PREM 295.51 |
| | TROXEL, WYATT | \$ 295.51 |
| ACH | CORLEY, WILLIAM Reim Monthly Health Prem | HEALTH PREM 437.66 |

| Check | Payee / Description | Amount |
|-------|---|--------------------|
| | CORLEY, WILLIAM | \$ 437.66 |
| ACH | CALLAHAN, CHARLES Reim Monthly Health Prem | HEALTH PREM 339.39 |
| | CALLAHAN, CHARLES | \$ 339.39 |
| ACH | LESNIAKOWSKI, NORBERT Reim Monthly Health Prem | HEALTH PREM 268.47 |
| | LESNIAKOWSKI, NORBERT | \$ 268.47 |
| ACH | VERSTEEG, ALLEN Reim Monthly Health Prem | HEALTH PREM 289.90 |
| | VERSTEEG, ALLEN | \$ 289.90 |
| ACH | HACKNEY, GARY Reim Monthly Health Prem | HEALTH PREM 408.35 |
| | HACKNEY, GARY | \$ 408.35 |
| ACH | CAREL, LARRY Reim Monthly Health Prem | HEALTH PREM 73.24 |
| | CAREL, LARRY | \$ 73.24 |
| ACH | TOL, HAROLD Reim Monthly Health Prem | HEALTH PREM 315.66 |
| | TOL, HAROLD | \$ 315.66 |
| ACH | BANKSTON, GARY Reim Monthly Health Prem | HEALTH PREM 457.80 |
| | BANKSTON, GARY | \$ 457.80 |
| ACH | ATWATER, RICHARD Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | ATWATER, RICHARD | \$ 122.00 |
| ACH | FIESTA, PATRICIA Reim Monthly Health Prem | HEALTH PREM 437.66 |
| | FIESTA, PATRICIA | \$ 437.66 |
| ACH | DIGGS, JANET Reim Monthly Health Prem | HEALTH PREM 875.31 |
| | DIGGS, JANET | \$ 875.31 |
| ACH | CARAZA, TERESA Reim Monthly Health Prem | HEALTH PREM 138.59 |
| | CARAZA, TERESA | \$ 138.59 |
| ACH | ANDERSON, JOHN Reim Monthly Health Prem | HEALTH PREM 469.02 |

| Check | Payee / Description | Amount |
|-------|---|--------------------|
| | ANDERSON, JOHN | \$ 469.02 |
| ACH | DECOITE, DENNIS Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | DECOITE, DENNIS | \$ 122.00 |
| ACH | SANTA CRUZ, JACQUELYN Reim Monthly Health Prem | HEALTH PREM 753.74 |
| | SANTA CRUZ, JACQUELYN | \$ 753.74 |
| ACH | HECK, ROSELYN Reim Monthly Health Prem | HEALTH PREM 25.76 |
| | HECK, ROSELYN | \$ 25.76 |
| ACH | SOPICKI, LEO Reim Monthly Health Prem | HEALTH PREM 295.51 |
| | SOPICKI, LEO | \$ 295.51 |
| ACH | HERNANDEZ, BENJAMIN Reim Monthly Health Prem | HEALTH PREM 399.18 |
| | HERNANDEZ, BENJAMIN | \$ 399.18 |
| ACH | GOSE, ROSEMARY Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | GOSE, ROSEMARY | \$ 122.00 |
| ACH | KEHL, BARRETT Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | KEHL, BARRETT | \$ 122.00 |
| ACH | RITCHIE, JANN Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | RITCHIE, JANN | \$ 122.00 |
| ACH | LONG, ROCKWELL DEE Reim Monthly Health Prem | HEALTH PREM 399.18 |
| | LONG, ROCKWELL DEE | \$ 399.18 |
| ACH | FATTAHI, MIR Reim Monthly Health Prem | HEALTH PREM 122.00 |
| | FATTAHI, MIR | \$ 122.00 |
| ACH | WARMAN, RALPH Reim Monthly Health Prem | HEALTH PREM 173.51 |
| | WARMAN, RALPH | \$ 173.51 |
| ACH | ROGERS, SHIRLEY | |

| Check | Payee / Description | | Amount |
|-------|---|-------------|----------|
| | Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | ROGERS, SHIRLEY | \$ | 173.51 |
| ACH | WALL, DAVID Reim Monthly Health Prem | HEALTH PREM | 260.59 |
| | WALL, DAVID | \$ | 260.59 |
| ACH | CHUNG, MICHAEL Reim Monthly Health Prem | HEALTH PREM | 260.59 |
| | CHUNG, MICHAEL | \$ | 260.59 |
| ACH | ADAMS, PAMELA Reim Monthly Health Prem | HEALTH PREM | 173.51 |
| | ADAMS, PAMELA | \$ | 173.51 |
| ACH | BLASINGAME, MARY Reim Monthly Health Prem | HEALTH PREM | 1,233.07 |
| | BLASINGAME, MARY | \$ | 1,233.07 |
| ACH | ANDERSON, KENNETH Reim Monthly Health Prem | HEALTH PREM | 25.76 |
| | ANDERSON, KENNETH | \$ | 25.76 |
| ACH | MOE, JAMES Reim Monthly Health Prem | HEALTH PREM | 286.35 |
| | MOE, JAMES | \$ | 286.35 |
| ACH | POLACEK, KEVIN Reim Monthly Health Prem | HEALTH PREM | 677.54 |
| | POLACEK, KEVIN | \$ | 677.54 |
| ACH | ELROD, SONDRA Reim Monthly Health Prem | HEALTH PREM | 260.59 |
| | ELROD, SONDRA | \$ | 260.59 |
| ACH | FRAZIER, JACK Reim Monthly Health Prem | HEALTH PREM | 457.80 |
| | FRAZIER, JACK | \$ | 457.80 |
| ACH | HOAK, JAMES Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | HOAK, JAMES | \$ | 122.00 |
| ACH | DEZHAM, PARIVASH Reim Monthly Health Prem | HEALTH PREM | 167.90 |
| | DEZHAM, PARIVASH | \$ | 167.90 |

| Check | Payee / Description | | Amount |
|-------|--|-------------|-----------|
| ACH | FOLEY III, DANIEL J. Reim Monthly Health Prem | HEALTH PREM | 138.59 |
| | | ----- | ----- |
| | FOLEY III, DANIEL J. | \$ | 138.59 |
| ACH | CLEVELAND, JAMES Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | CLEVELAND, JAMES | \$ | 122.00 |
| ACH | LANGNER, CAMERON Reim Monthly Health Prem | HEALTH PREM | 806.79 |
| | | ----- | ----- |
| | LANGNER, CAMERON | \$ | 806.79 |
| ACH | HAMILTON, LEANNE Reim Monthly Health Prem | HEALTH PREM | 138.59 |
| | | ----- | ----- |
| | HAMILTON, LEANNE | \$ | 138.59 |
| ACH | HOOSHMAND, RAY Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | HOOSHMAND, RAY | \$ | 122.00 |
| ACH | SCHLAPKOHL, JACK Reim Monthly Health Prem | HEALTH PREM | 122.00 |
| | | ----- | ----- |
| | SCHLAPKOHL, JACK | \$ | 122.00 |
| ACH | POOLE, PHILLIP Reim Monthly Health Prem | HEALTH PREM | 457.80 |
| | | ----- | ----- |
| | POOLE, PHILLIP | \$ | 457.80 |
| ACH | ADAMS, BARBARA Reim Monthly Health Prem | HEALTH PREM | 195.24 |
| | | ----- | ----- |
| | ADAMS, BARBARA | \$ | 195.24 |
| ACH | RUESCH, GENECE Reim Monthly Health Prem | HEALTH PREM | 599.94 |
| | | ----- | ----- |
| | RUESCH, GENECE | \$ | 599.94 |
| ACH | GK & ASSOCIATES INC 46-1141-11/14 Prof Svcs | 14-131R | 19,999.50 |
| | 46-1141-11/14 Prof Svcs | 14-132 | 13,320.00 |
| | 46-1141-11/14 Prof Svcs | 14-134 | 8,928.00 |
| | | ----- | ----- |
| | GK & ASSOCIATES INC | \$ | 42,247.50 |
| ACH | AQUA BEN CORPORATION CCWRF-2,300 Lbs Polymer 748E | 32832 | 2,496.42 |
| | | ----- | ----- |
| | AQUA BEN CORPORATION | \$ | 2,496.42 |
| ACH | JCI JONES CHEMICALS INC CCWRP-3,013 Gals Sdm Hypchlrt | 642080 | 1,726.45 |

| Check | Payee / Description | Amount |
|-------|--|------------|
| | TP1-4,927 Gals Sdm Hypchlrt 642678 | 2,823.17 |
| | TP1-5,047 Gals Sdm Hypchlrt 642079 | 2,891.93 |
| | TP1-5,009 Gals Sdm Hypchlrt 642679 | 2,870.16 |
| | RP4-4,469 Gals Sdm Hypchlrt 639529 | 2,560.74 |
| | TP1-4,997 Gals Sdm Hypchlrt 642680 | 2,863.28 |
| | RP4-4,485 Gals Sdm Hypchlrt 642708 | 2,569.91 |
| | JCI JONES CHEMICALS INC \$ | 18,305.64 |
| ACH | KAMBRIAN CORPORATION | |
| | ISS-Annl Microsoft Office Sbscptn,Annl L 5661 | 7,920.20 |
| | ISS-Microsoft Virtual Desktop Licenses 5660 | 2,675.10 |
| | KAMBRIAN CORPORATION \$ | 10,595.30 |
| ACH | DANRAE, INC | |
| | EN13045-12/2014 Professional Services 129317 | 1,050.00 |
| | EN13035-12/2014 Professional Services 129315 | 2,292.50 |
| | EN13054-12/2014 Professional Services 129316 | 2,336.25 |
| | EN12022-12/2014 Professional Services 129314 | 2,318.75 |
| | EN13056-12/2014 Professional Services 129313 | 1,268.75 |
| | RA11004-12/2014 Professional Services 129318 | 2,537.50 |
| | EN14027-12/2014 Professional Services 129312 | 1,260.00 |
| | DANRAE, INC \$ | 13,063.75 |
| Wire | TASC | |
| | P/R 26 12/24 Cafeteria Plan P/R 26 12/24 | 2,423.23 |
| | TASC \$ | 2,423.23 |
| Wire | STATE BOARD OF EQUALIZATION | |
| | 12/14 Sales Tax Deposit 23784561 12/1 | 6,199.00 |
| | STATE BOARD OF EQUALIZATION \$ | 6,199.00 |
| Wire | STATE DISBURSEMENT UNIT | |
| | P/R 1 1/9 HR 0028100 | 1,026.91 |
| | STATE DISBURSEMENT UNIT \$ | 1,026.91 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY | |
| | P/R 1 1/9 Deferred Comp Ded HR 0028100 | 10,498.63 |
| | PUBLIC EMPLOYEES RETIREMENT SY\$ | 10,498.63 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY | |
| | P/R 1 1/9 PERS HR 0028100 | 236,116.40 |
| | P/R 101 1/9 Taxes HR 0028200 | 948.30 |
| | PUBLIC EMPLOYEES RETIREMENT SYS | 237,064.70 |
| Wire | STATE DISBURSEMENT UNIT | |
| | P/R 2 1/23 HR 0028400 | 1,026.91 |
| | STATE DISBURSEMENT UNIT \$ | 1,026.91 |
| Wire | PUBLIC EMPLOYEES' RETIREMENT S | |
| | 1/15 Health Ins-Retirees,Board,Employees 1630 1/15 | 219,683.28 |

| Check | Payee / Description | Amount |
|-------|--|--------------------------|
| | PUBLIC EMPLOYEES' RETIREMENT S\$ | 219,683.28 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY P/R 2 1/23 Deferred Comp Ded HR 0028400 | 10,248.51 |
| | PUBLIC EMPLOYEES RETIREMENT SYS | 10,248.51 |
| Wire | PUBLIC EMPLOYEES RETIREMENT SY P/R 26 12/24 PERS—OVERPAYMENT P/R 26 OVERPY P/R 2 1/23 PERS HR 0028400 | 11,091.56- 212,691.69 |
| | PUBLIC EMPLOYEES RETIREMENT SYS | 201,600.13 |
| Wire | METROPOLITAN WATER DISTRICT November 2014 Water Purchase 8194 | 2,539,678.74 |
| | METROPOLITAN WATER DISTRICT \$ | 2,539,678.74 |

Grand Total Payment Amount: \$ 5,778,708.25

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JANUARY 9, 2015

PRESENTED AT BOARD MEETING ON MARCH 18, 2015

| | | | |
|------------------------------|-----------------|--------------|-----------------------|
| GROSS PAYROLL COSTS | | | \$1,126,247.04 |
| DEDUCTIONS | | | (\$478,527.20) |
| NET PAYROLL | | | \$647,719.84 ===== |
| NET PAYROLL BREAKDOWN | CHECKS | EFT | TOTAL |
| CHECKS USED | 105368 - 105368 | | |
| TRANSACTION PROCESSED | 1 | 316 | 317 |
| AMOUNT | \$2,368.45 | \$645,351.39 | \$ <u>647,719.84</u> |
| | | | |

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JANUARY 23, 2015

PRESENTED AT BOARD MEETING ON MARCH 18, 2015

| | | | |
|------------------------------|-----------------|--------------|-----------------------|
| GROSS PAYROLL COSTS | | | \$1,110,190.31 |
| DEDUCTIONS | | | (\$441,807.77) |
| NET PAYROLL | | | \$668,382.54 ===== |
| NET PAYROLL BREAKDOWN | CHECKS | EFT | TOTAL |
| CHECKS USED | 105374 - 105376 | | |
| TRANSACTION PROCESSED | 3 | 0 | 3 |
| AMOUNT | \$656.24 | \$667,726.30 | \$ <u>668,382.54</u> |
| | | | |

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR JANUARY 9, 2015
PRESENTED AT BOARD MEETING ON MARCH 18, 2015

| DIRECTOR NAME | GROSS PAYROLL | NET PAYROLL |
|-----------------|---------------|-------------|
| MICHAEL CAMACHO | \$3,126.00 | \$748.51 |
| TERRY L. CATLIN | \$3,640.25 | \$1,339.33 |
| STEVEN J. ELIE | \$4,090.25 | \$1,307.70 |
| JASMIN HALL | \$2,823.91 | \$1,817.00 |
| GENE T. KOOPMAN | \$2,404.35 | \$1,038.88 |
| TOTALS | \$16,084.76 | \$6,251.42 |

| | |
|------------------------|--------|
| TOTAL EFTS PROCESSED | 0 |
| BEGINNING CHECK NO. | 105369 |
| ENDING CHECK NO. | 105373 |
| TOTAL CHECKS PROCESSED | 5 |

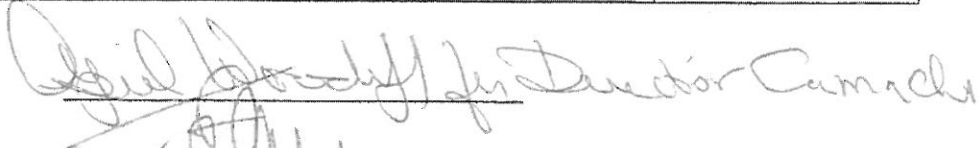
IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO
 EMPLOYEE NO. 1140
 ACCOUNT NO. 10200 110100 100000 501010


DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---|----------------|--------------------|
| 12-03-14 | IEUA Board Meeting | No (Cancelled) | \$-0- |
| 12-04-14 | Mtg. w/Assemblymember Rendon to discuss water issues | Yes | \$225.00 |
| 12-10-14 | Public, Legislative Affairs, & Water Resources Committee | Yes | \$225.00 |
| 12-10-14 | Engineering, Operations & Biosolids Mgmt. Committee Meeting | Yes (same day) | \$-0- |
| 12-11-14 | Special Board Workshop | Yes | \$225.00 |
| 12-17-14 | IEUA Board Meeting | Yes | \$225.00 |
| 12-17-14 | IEUA Holiday Luncheon | Yes (same day) | \$-0- |
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| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings) | | | \$900.00 |
| Total No. of Meetings Attended | | | 6 |
| Total No. of Meetings Paid | | | 4 |

DIRECTOR
SIGNATURE



Approved by:


 Terry Catlin, President, Board of Directors

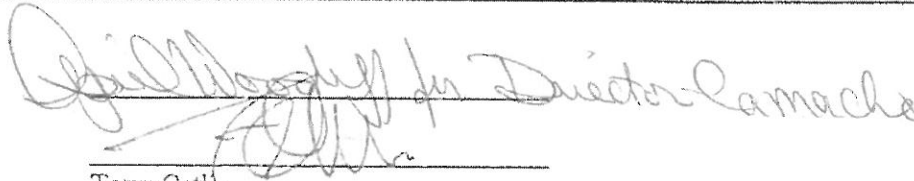
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|--|------------|--------------------|
| 12-03-14 | OP&T Committee Update Telecon | Yes | \$225.00 |
| 12-08-14 | MWD Standing Committee Meetings | Yes | \$225.00 |
| 12-09-14 | MWD Standing Committee and Board Meetings | Yes | \$225.00 |
| | | | |
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| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$675.00 |
| Total No. of Meetings Attended | | | 3 |
| Total No. of Meetings Paid | | | 3 |

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---------|--------------------------|------------|--------------------|
| 12-4-14 | Policy Committee Meeting | No | \$-0- |
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|---|-------|
| TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings | \$-0- |
| Total No. of Meetings Attended | 0 |
| Total No. of Meetings Paid | 0 |

DIRECTOR
SIGNATURE

Michael Camacho for Director Camacho

Approved by:

Terry Catlin

Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET


TERRY CATLIN
 EMPLOYEE NO. 615
 ACCOUNT NO. 10200 110100 100000 501010

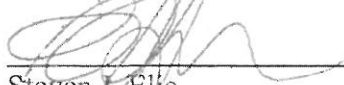
DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|--|----------------|--------------------|
| 12-01-14 | Montclair City Council Meeting – Paulitz presentation | Yes | \$225.00 |
| 12-03-14 | Board Workshop | No (Cancelled) | \$-0- |
| 12-08-14 | Pre-Deposition Mtg. w/Nebenzahl | Yes | \$225.00 |
| 12-09-14 | Sheilds Deposition | Yes | \$225.00 |
| 12-10-14 | Audit Committee | Yes | \$225.00 |
| 12-10-14 | Engineering, Operations & Biosolids Management Committee Meeting | Yes (same day) | \$-0- |
| 12-11-14 | IEUA Special Board Meeting | Yes | \$225.00 |
| 12-11-14 | Upland Oversight Board Mtg. | Yes (no pay) | \$-0- |
| 12-17-14 | IEUA Board Meeting | Yes | \$225.00 |
| 12-17-14 | IEUA Holiday Luncheon | Yes (same day) | \$-0- |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$1,350.00 |
| Total No. of Meetings Attended | | | 9 |
| Total No. of Meetings Paid | | | 6 |

**DIRECTOR
SIGNATURE**

Approved by:





 Steven J. Elie
 Secretary/Treasurer, Board of Directors

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION

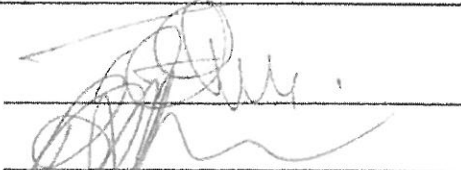
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|----------|---------------------------|----------------|--------------------|
| 12-02-14 | SAWPA Commission Workshop | No (Cancelled) | \$-0- |
| 12-18-14 | SAWPA Commission Meeting | Yes | \$225.00 |
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|--|----------|
| TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* | \$225.00 |
| Total No. of SAWPA Meetings Attended | 1 |
| Total No. of SAWPA Meetings Paid | 1 |

DIRECTOR
SIGNATURE



Approved by:

Steven J. Elie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$179.43 (2014) per meeting directly to the Agency.

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY

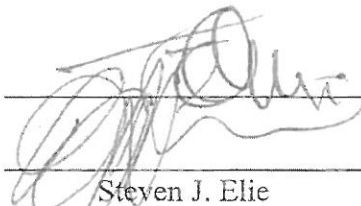
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|--|-------------------|------------|--------------------|
| 12-04-14 | CDA Board Meeting | Yes | \$225.00 |
| | | | |
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| | | | |
| TOTAL REIMBURSEMENT | | | \$225.00 ✓ |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings | | | |
| Total No. of CDA Meetings Attended | | | 1 |
| Total No. of CDA Meetings Paid | | | 1 ✓ |

DIRECTOR
SIGNATURE _____

Approved by: _____



Steven J. Elie
Secretary/Treasurer, Board of Directors

*Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency.

DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE

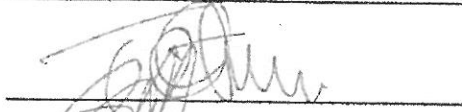
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014


| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|----------|--------------------------|----------------|--------------------|
| 12-04-14 | Policy Committee Meeting | Yes (same day) | \$-0- |
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| TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings | \$-0- |
| Total No. of Meetings Attended | 1 |
| Total No. of Meetings Paid | 0 |

DIRECTOR
SIGNATURE



Approved by:


 Steven J. Elie
 Secretary/Treasurer, Board of Directors

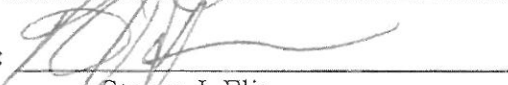
DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---------------------------------|------------|--------------------|
| 12-12-14 | CBWM Advisory Committee Meeting | No | \$-0- |
| 12-12-14 | Special CBWM Board Meeting | No | \$-0- |
| | | | |
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| | | | |
| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings | | | |
| Total No. of Watermaster Meetings Attended | | | 0 |
| Total No. of Watermaster Meetings Paid | | | 0 |

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| | | | |
|---|---|----------------|------------|
| 12-01-14 | Supervisor Hagman's Swearing-In Ceremony/presentation | Yes | \$225.00 |
| 12-02-14 | ACWA Fall Conference | Yes | \$225.00 |
| 12-03-14 | ACWA Fall Conference | Yes | \$225.00 |
| 12-03-14 | IEUA Board Workshop | No (cancelled) | \$-0- |
| 12-04-14 | Conference Call w/G. Newmark to discuss Ontario Plume | Yes | \$225.00 |
| 12-08-14 | Lunch Mtg/R. Bartlam/Chino Hills City Manager | Yes | \$225.00 |
| 12-10-14 | Public, Legislative Affairs and Water Resources Committee | Yes | \$225.00 |
| 12-10-14 | Finance, Legal, & Administration Committee | Yes (same day) | \$-0- |
| 12-11-14 | IEUA Special Board Meeting | Yes | \$225.00 |
| 12-16-14 | Pre-Deposition Meeting w/M. Nebenzahl | Yes | \$225.00 |
| 12-17-14 | Cake Reception and Swearing-in for elected officials | Yes (same day) | \$-0- |
| 12-17-14 | IEUA Board Meeting | Yes | \$225.00 |
| 12-17-14 | IEUA Holiday Luncheon | Yes (same day) | \$-0- |
| 12-19-14 | Shield Deposition | Yes | \$225.00 |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$2,250.00 |
| Total No. of Meetings Attended | | | 13 |
| Total No. of Meetings Paid | | | 10 |

DIRECTOR
SIGNATURE

Steven J. Elie

 Director Elie

Approved By:

Terry Catlin

 Terry Catlin
 President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD

STEVEN J. ELIE
EMPLOYEE NO. 1175
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|----------|-------------------------|----------------------------|--------------------|
| 12-12-14 | CBWM Advisory Committee | No | \$-0- |
| 12-12-14 | CBWM Board Meeting | Yes (decline IEUA portion) | \$-0- |
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| TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings | \$-0- |
| Total No. of Watermaster Meetings Attended | 1 |
| Total No. of Watermaster Meetings Paid | 0 |

DIRECTOR
SIGNATURE

Steven J. Elie

Approved by:

Terry Catlin
Terry Catlin
President, Board of Directors

*Decline IEUA portion

IEUA DIRECTOR PAYSHEET

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|--|----------------------------|--------------------|
| 12-01-14 | Meeting w/C Hayes to discuss Agency business | Yes | \$225.00 |
| 12-02-14 | ACWA Fall Conference | Yes | \$225.00 |
| 12-03-14 | ACWA Fall Conference | Yes | \$225.00 |
| 12-04-14 | ACWA Fall Conference | Yes | \$225.00 |
| 12-08-14 | IERCA Board Meeting | Yes | \$225.00 |
| 12-09-14 | Meeting w/ Mr. Grindstaff to discuss Agency business | Yes (staff) | \$-0- |
| 12-09-14 | Special Technical Workshop | Yes (same day) | \$-0- |
| 12-09-14 | Rialto City Council Meeting | Yes (same day) | \$-0- |
| 12-09-14 | Fontana City Council Meeting | Yes (same day) | \$-0- |
| 12-10-14 | Audit Committee | Yes | \$225.00 |
| 12-10-14 | Engineering, Ops, Biosolids Committee | Yes (alternate) (same day) | \$-0- |
| 12-10-14 | Finance, Legal, & Admin Committee | Yes (non-rep) | \$-0- |
| 12-11-14 | Special Board Budget Workshop | Yes | \$225.00 |
| 12-11-14 | OCS&D & SAWPA Santa Ana Interceptor Line Ribbon Cutting Ceremony | Yes (same day) | \$-0- |
| 12-12-14 | Meeting w/General Counsel Cihigoyenette | Yes | \$225.00 |
| 12-13-14 | Fontana Christmas Parade | Yes | \$225.00 |
| 12-15-14 | IERCA Special Board Mtg. | Yes | \$225.00 |
| 12-17-14 | Cake Reception & Swearing In ceremony for elected officials | Yes (same day) | \$-0- |
| 12-17-14 | IEUA Board Meeting | Yes (10 mtg. max) | \$-0- |
| 12-17-14 | IEUA Holiday Luncheon | Yes (same day) | \$-0- |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$2,250.00 |
| Total No. of Meetings Attended | | | 20 |
| Total No. of Meetings Paid | | | 10 |

DIRECTOR
SIGNATURE

Aspiral [Signature] for Director Hall

Approved by:

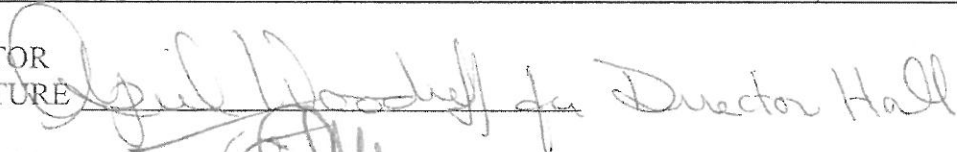
[Signature]
Terry Catlin, President, Board of Directors

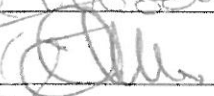
DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|-------------------|------------|--------------------|
| 12-04-14 | CDA Board Meeting | No | \$-0- |
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| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings | | | |
| Total No. of CDA Meetings Attended | | | 0 |
| Total No. of CDA Meetings Paid | | | 0 |

DIRECTOR SIGNATURE 


Approved by: 
Terry Catlin
President, Board of Directors


DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|--|---------------------------|------------------|--------------------|
| 12-02-14 | SAWPA Commission Workshop | No (cancelled) | \$-0- |
| 12-16-14 | SAWPA Commission Meeting | Yes (10 mtg max) | \$-0- |
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| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT | | | \$-0- |
| Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.57 -- difference between SAWPA (\$179.43 (2014) And Agency meetings \$225.00) including Agency meetings | | | |
| Total No. of SAWPA Meetings Attended | | | 1 |
| Total No. of SAWPA Meetings Paid | | | 0 |

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

GENE KOOPMAN
 EMPLOYEE NO. 642
 ACCOUNT NO. 10200 110100 100000 501010

DECEMBER 2014

| DATE | TYPE OF MEETING | ATTENDANCE | TOTAL COMPENSATION |
|---|---|----------------|--------------------|
| 12-02-14 | Special Ontario Oversight Board Meeting | Yes (no pay) | \$-0- |
| 12-03-14 | Board Workshop | No (cancelled) | \$-0- |
| 12-08-14 | IERCA Board Meeting | Yes | \$225.00 |
| 12-10-14 | Finance, Legal & Administration Committee | Yes | \$225.00 |
| 12-11-14 | Special Board Workshop | Yes | \$225.00 |
| 12-15-14 | Special IERCA Board Meeting | Yes | \$225.00 |
| 12-17-14 | Cake Reception and Swearing-in Ceremony for elected Officials | Yes (same day) | \$-0- |
| 12-17-14 | IEUA Board Meeting | Yes | \$225.00 |
| 12-17-14 | IEUA Holiday Luncheon | Yes (same day) | \$-0- |
| | | | |
| | | | |
| | | | |
| TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83) | | | \$1,125.00 ✓ |
| Total No. of Meetings Attended | | | 8 |
| Total No. of Meetings Paid | | | 5 ✓ |

REPRESENTATIVE'S
SIGNATURE

Gene Koopman for Director Koopman

Approved by:

Terry Catlin
 Terry Catlin
 President, Board of Directors

**CONSENT
CALENDAR
ITEM**


2D





Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal and Administration Committee (3/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Copier Lease Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of a five-year lease to Konica Minolta through March 31, 2020 for the supply and delivery of 14 various size multi-function copier machines; and
2. Authorize the General Manager to execute the lease agreement.

BACKGROUND

In December 2010, the Agency entered into a competitively-let five year lease agreement with Konica Minolta for nine various size multi-function copier machines. During the fiscal year 2015/16 budget process, staff contacted Konica Minolta (Konica) to obtain contract/lease options for the end of the lease and was offered an early release and new lease agreement. The Agency has a total of 22 copier machines, ten of which are under lease with Konica. Staff requested Konica to assess the condition of the remaining 12 copier machines. Konica determined five of the 12 machines to be either at the end of their useful life (three to five years), no longer had parts available, had high meter readings and had a high per copy cost.

The monthly lease payment for all 14 machines will be \$2,718.36, including sales tax; five year total \$163,102. The related maintenance costs are estimated to be approximately \$122,661 based upon a cost per copy for the term of the lease. The total expense for the five year lease including maintenance costs is estimated to be \$285,763

Konica's lease program includes a year-end Corporate Subsidy and 4th Quarter promotion discount savings of approximately \$5,880 during the term of the lease provided we can accept delivery by March 31, 2015. Konica is offering to hold the cost per copy firm for the first three years with only a five percent increase for the remaining two years. In addition, the total cost of maintenance by replacing the old machines will afford the Agency a savings of approximately \$78,000 over the life of the lease.

In June 2012, Konica Minolta was awarded a three-year competitively-let contract with the County of San Bernardino for the supply, delivery, and maintenance of copier machines. The contract allows other governmental agencies to enter into a contract or lease with Konica Minolta, utilizing the advantageous pricing and terms offered. San Bernardino County received 12 proposals; issuing a total of six competitively-let contracts to Xerox, Canon, Toshiba, Witt and Advanced Copy Systems. Agencies currently utilizing Konica's contract includes: a dozen cities; including Ontario, Upland, Fontana, Corona, etc., the Santa Ana Watershed, East Valley Water District and West Valley Water District, along with about a dozen local school districts. Konica has been on contract with San Bernardino County for the past 35 years and has secured about 95 percent of all the copier related business from the County.

The Agency conducted a comprehensive technical evaluation of copier machines during fiscal 2002/03 and standardized on the Konica brand of copiers for the following reasons:

- Network equipment is compatible with the Konica equipment, thus requiring less effort to set-up additional machines.
- The Konica machines are compatible and set-up with SAP for printing reports.
- The Agency currently has 22 Konica machines, allowing staff's familiarity with the machines and ease of use.
- Service technicians are local, resulting in quick response time and minimal downtime.

The lease also includes a non-appropriation clause whereby releasing the Agency from the lease should funds not be available in subsequent years. Since partnering with Konica Minolta for the last 13 years, the quality and level of service has proven excellent.

The utilization of a competitively-let lease with Konica Minolta is consistent with the Agency's Business Goal of *Fiscal Responsibility* by continuing to contain costs through multi-year fixed price terms for equipment required to conduct Agency business.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

Adequate funds are being proposed in fiscal year 2015/16 and 2016/17 for both the lease and maintenance costs.



Maintenance Agreement

Customer Information

| | | |
|--|-----------------------------|---|
| Sold to Acct #: _____ | Payer/Bill to Acct #: _____ | Ship to Acct #: _____ |
| Name: _____ | Name: _____ | Name: <u>Inland Empire Utilities Agency</u> |
| Attn/Dept: _____ | Attn/Dept: _____ | Attn/Dept: _____ |
| Ste/Rm: _____ | Ste/Rm: _____ | Ste/Rm: _____ |
| Address: _____ | Address: _____ | Address: <u>6075 Kimball Ave</u> |
| City: _____ | City: _____ | City: <u>Chino</u> |
| State: _____ Zip: _____ | State: _____ Zip: _____ | State: <u>CA</u> Zip: <u>91709</u> |
| Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | |
| Tax Exemption Number: _____ Tax Exemption Certificate must be attached when applicable. | | |
| PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No | PO Number: _____ | PO Expiration Date: _____ |
| PO must be attached when applicable. | | |
| <input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO | PO Contact: _____ | Email: _____ |
| Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Name: _____ | Email: _____ |
| | | Ph: _____ |

Coverage / Billing Options

| | |
|---|--|
| <p>Coverage Options:</p> <p>Select Options:</p> <p><input checked="" type="checkbox"/> Supply Inclusive <input checked="" type="checkbox"/> Staples Included</p> <p><input type="checkbox"/> After Hours Service - Requires After Hours Agreement</p> <p><input checked="" type="checkbox"/> Decline Digital Connected Support*</p> <p><small>* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.</small></p> <p>Billing Options:</p> <p>Initial Term in Months: _____</p> <p>Flat Rate Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Meter Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Aggregate Volume: <input type="checkbox"/> B/W <input type="checkbox"/> Color</p> <p>Effective Date: <input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____</p> <p>Billing Day: <input type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)</p> | <p>Wide Format</p> <p>Select Options:</p> <p><input type="checkbox"/> Toner (Black Only)</p> <p><input type="checkbox"/> 20lb Bond Roll Paper</p> <p><input type="checkbox"/> Decline Digital Connected Support*</p> <p>Wide Format</p> <p>Initial Term in Months: _____</p> <p>Flat Rate Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Meter Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually</p> <p>Aggregate Volume: <input type="checkbox"/> B/W <input type="checkbox"/> Color</p> <p>Effective Date: _____</p> <p>Billing Day: _____</p> |
|---|--|

Maintenance Pricing

| Item | Model Description | Serial Number | Type | Monthly Minimum Volume | Monthly Flat Rate \$ | Cost Per Copy Rate \$ | Start Meter | Sub Fleet | Price Plan |
|------|-------------------|---------------|-------|------------------------|----------------------|-----------------------|-------------|-----------|------------|
| 1 | (4) Bizhub 754e | | Color | | | | | | |
| | | | B/W | | | 0.00390 | | | |
| 2 | (5) Bizhub 654e | | Color | | | | | | |
| | | | B/W | | | 0.00390 | | | |
| 3 | (2) Bizhub 454e | | Color | | | | | | |
| | | | B/W | | | 0.00580 | | | |

Additional Equipment on Schedule B

| Item | Model Description | Serial Number | Type | Monthly Minimum Volume (Sq. Feet) | Monthly Flat Rate \$ | Cost Per Square Foot Rate \$ | Start Meter | Sub Fleet | Price Plan |
|------|-------------------|---------------|-------|-----------------------------------|----------------------|------------------------------|-------------|-----------|------------|
| 1 | | | Color | | | | | | |
| | | | B/W | | | | | | |

Additional Equipment on Schedule C

Comments

Customer's signature below acknowledges receipt and consent to KMBS Standard Maintenance Terms and Conditions "Schedule A" dated 09/01/2014. Not binding on KMBS until signed by KMBS Manager.

| | |
|---------------------------|-------------------------------|
| Customer Name: _____ | KMBS Representative: _____ |
| Customer Title: _____ | KMBS Manager Name: _____ |
| Customer Signature: _____ | KMBS Manager Signature: _____ |
| Date: _____ | Date: _____ |

For Internal Use

| | | | |
|--|-------------------------|-----------------------|---|
| Maintenance: <input type="checkbox"/> with Equipment Order | Sales Rep Number: _____ | Sales Rep Name: _____ | Sales Rep Email Address: _____ |
| Originating: _____ | Order Taking: _____ | Servicing: _____ | Sales District: _____ |
| | | | Processed: <input type="checkbox"/> Branch <input type="checkbox"/> Windsor |

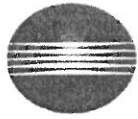


Additional Equipment - Schedule B

| Maintenance Pricing | | | | | | | | Internal Use | | |
|---------------------|-------------------|-----|---------------|-------|------------------------|----------------------|-----------------------|--------------|-----------|------------|
| | | | | | | | | MA #: | | |
| Item | Model Description | MFP | Serial Number | Type | Monthly Minimum Volume | Monthly Flat Rate \$ | Cost Per Copy Rate \$ | Start Meter | Sub Fleet | Price Plan |
| 1 | (2) Bizhub C754e | | | Color | | | 0.04750 | | | |
| | | | | B/W | | | 0.00561 | | | |
| 2 | (1) Bizhub C654e | | | Color | | | 0.04750 | | | |
| | | | | B/W | | | 0.00561 | | | |
| 3 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 4 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 5 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 6 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 7 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 8 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 9 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 10 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 11 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 12 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 13 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 14 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 15 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 16 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 17 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 18 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 19 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 20 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 21 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 22 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 23 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 24 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 25 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 26 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 27 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 28 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 29 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |
| 30 | | | | Color | | | | | | |
| | | | | B/W | | | | | | |

Customer Initials: _____

Form: 1011B-090114-C



KONICA MINOLTA

Master Premier Lease Schedule

For office use only (Check one): Branch Windsor Windsor Commercial

APPLICATION NO.

AGREEMENT NO.

SCHEDULE NO.

CUSTOMER BILL - TO INFORMATION (Separate schedules must be completed for each billing location.)

LEGAL COMPANY NAME: Inland Empire Utilities Agency A Municipal Water D
DEPARTMENT NAME
STREET ADDRESS / P.O. BOX: 6075 Kimball Ave
BLDG / ROOM / SUITE
CITY: Chino STATE: CA ZIP: 91710 BILLING CONTACT NAME: Rosemary Alvarado
BILL-TO PHONE NUMBER*: 909-993-1681 FAX NUMBER FEDERAL TAX I.D. NUMBER: 95-6004609

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents.

CUSTOMER INSTALLATION LOCATION (Separate schedules must be completed for each billing location.)

LESSEE LEGAL NAME: Various DEPARTMENT NAME
STREET ADDRESS / P.O. BOX
CITY STATE ZIP CONTACT NAME
PHONE NUMBER FAX NUMBER

MAKE/MODEL NO./ACCESSORIES SERIAL NO.

Table with 2 columns: MAKE/MODEL NO./ACCESSORIES, SERIAL NO.
(4) Bizhub 754e
(5) Bizhub 654e
(2) Bizhub 454e
(2) Bizhub C754e
(1) Bizhub C654e

See attached schedule for additional Equipment / Accessories

TERM AND PAYMENT SCHEDULE

60 Monthly Payments of \$ 2,517.00 Security Deposit \$
(mos.) (plus applicable taxes) (plus applicable taxes)

THIS SCHEDULE INCORPORATES ALL OF THE TERMS AND CONDITIONS OF THE MASTER PREMIER LEASE AGREEMENT IDENTIFIED ABOVE.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance
DATED LESSOR SIGNATURE PRINT NAME

CUSTOMER ACCEPTANCE

Inland Empire Utilities Agency A Municipal
DATED FULL LEGAL NAME SIGNATURE / TITLE PRINT NAME


**CONSENT
CALENDAR
ITEM**


2E


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Christina Valencia 
Chief Financial Officer/Assistant General Manager

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Office Supplies Contract

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of a competitively-let contract to Office Depot Office Max of Baton Rouge, FL, (Contract No. 4600001835) through February 28, 2020; for the supply and delivery of office supplies; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In December 2014, The Cooperative Purchasing Network (TCPN), a nonprofit Governmental Purchasing Cooperative, awarded a three year competitively-let contract with two one-year extensions to Office Depot Office Max (Office Depot), with two one-year extensions. TCPN's program used the purchasing power of large counties and cities throughout the United States to supply all local governments with significant discounts for a variety of products, supplies, and services. During the sealed bid process, TCPN received proposals from ten suppliers. Office Depot was the effective low bidder. Contracts were awarded to the top five scoring suppliers; Office Depot, RW Gonzalez Office Products, Metro Office Solutions, Quill Corp. and Independent Stationers. The contract allows for all governmental agencies to enter into a contract with Office Depot, utilizing the advantageous pricing and terms offered. Public agencies currently utilizing the existing contract include: Metropolitan Water District (MWD), the City of

Los Angeles, and Western Municipal Water District, the Cal State University system, Ontario/LAX Airports and various cities.

Office Depot has provided a core list of approximately 1,250 items designated as “best value” from their Business Solutions Division (BSD) catalog. The pricing for these core list items are fixed for one year and adjusted annually in April of each year, based upon manufacturer’s costs and market conditions. Non-core BSD items will be updated on a semi-annual basis in April and October. In addition, the Agency is allowed 50 items specific to the Agency at customized pricing, known as “hosted catalog”.

Office Depot also offers a volume rebate of one percent on purchases over \$100,000 annually. The Agency’s expenditures with Office Depot during fiscal year 2013/14 were approximately \$81,000, approximately 10 percent above the previous year.

Since September 2014, the Agency has been utilizing Office Depot’s online catalog interface (OCI); whereby end-users can directly link into the online catalog from the purchase requisition screen, review the items needed, and create a purchase request by filling in the appropriate fields with the catalog number, product description and the Agency’s contracted pricing. This process has proven very cost-effective by reducing ordering errors, reducing lead-times, and increasing efficiency by eliminating a number of repetitive steps.

The current contract with Office Depot expires on February 28, 2015; Office Depot will hold their current pricing while approval of the new contract is in progress.

The utilization of a competitively-let contract with Office Depot is consistent with the Agency’s Business Goal of *Fiscal Responsibility* by continuing to contain costs for supplies required to conduct Agency business.

PRIOR BOARD ACTION

On December 11, 2012 the Agency administratively awarded competitively-let Contract No. 4600001352, utilizing The Cooperative Purchasing Network (TCPN) contract through February 28, 2015.

On March 15, 2006, the Board awarded a four-year competitively-let contract with two one-year extensions, utilizing the U.S. Communities contract.

On August 1, 2001, the Board awarded a five-year competitively-let contract, utilizing the National Association of Counties (NACO) contract.

IMPACT ON BUDGET

Funds for office supplies are budgeted as part of the Office Supplies-General category budget on a departmental basis.



**CONTRACT NUMBER: 4600001835
FOR
OFFICE SUPPLIES**

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"), Office Depot Office Max, of Boca Raton, Florida (hereinafter referred to as "Supplier"), for the supply and delivery of office supplies.

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: Rosemary Alvarado, C.P.M.
Supervising Contracts and Programs Administrator
Address: 6075 Kimball Avenue
Chino, California 91710
Telephone: (909) 993-1681
Facsimile: (909) 993-1987
Email: ralvarado@ieua.org

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

Supplier: Jay Sanders
Major Account Manager
Address: 685 East Carnegie Drive, Suite 260
San Bernardino, California 92408
Telephone: (909) 386-0187
Cell: (909) 560-6713
Facsimile: (561) 438-9413
Email: jay.sanders@officedepot.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:

1. Amendments to Contract number 4600001835.
2. Contract number 4600001835 General Terms and Conditions.
3. TCPN Contract No. R141703, effective March 1, 2015.

4. SCOPE OF WORK AND SERVICES: Supplier shall supply and deliver office supplies in accordance with TCPN Contract No. R141703.

5. TERM: The term of this Contract shall commence on March 1, 2015 and terminate on February 28, 2020.

6. PAYMENT, INVOICING AND COMPENSATION: The Supplier shall submit invoices and Agency shall pay Supplier's properly executed invoices, within thirty (30) days following receipt of the invoice. Supplier's invoices shall be submitted as follows:

Inland Empire Utilities Agency
Attention: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

7. INSURANCE: During the term of this Contract, the Supplier shall maintain at Supplier's 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 0001-87 covering Comprehensive 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 \$2,000,000.
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 87, 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.

- 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 Supplier 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 and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Supplier'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, volunteers, property owners or engineers under contract with the Agency shall be excess of the Supplier'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 Supplier'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 Supplier 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 Supplier 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: 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.
- E. Verification of Coverage: Supplier 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.
- F. Submittal of Certificates: Supplier shall submit all required certificates and endorsements to the following:

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

8. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Supplier shall be responsible, to the level of competency presently maintained by other Supplier's providing the same or similar product.
- B. Status of Supplier: The Supplier is retained as an independent Supplier 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 Supplier shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required

herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.

- 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.
- E. Indemnification: Supplier shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
 2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
 3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal or Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- F. 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.
- G. Equal Opportunity: During the performance of this Contract, the Supplier shall not unlawfully discriminate against any employee or employment applicant

because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier 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 Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier 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 Supplier 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 Supplier'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 Supplier is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties 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 Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.

- b. In the event that none of the names submitted by Supplier are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Supplier 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 Supplier.
9. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Supplier: Tim Burgett
West Region Vice President
6600 North Military Trail
Boca Raton, FL 33496

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.

- 10. 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 Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
- 11. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Supplier 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 Supplier.
- 12. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California and the jurisdiction of the Superior Court located in the County of San Bernardino,
- 13. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced services up to the date of such termination.
- 14. 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, etceteras.
- 15. 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 Supplier.

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

INLAND EMPIRE UTILITIES AGENCY:

OFFICE DEPOT OFFICE MAX:

P. Joseph Grindstaff (Date)
General Manager

Tim Burgett (Date)
West Region Vice President

**CONSENT
CALENDAR
ITEM**


2F





Date: March 18, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/11/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Christina Valencia 
Chief Financial Officer/Assistant General Manager

Warren T. Green 
Manager of Contracts and Facilities Services

Subject: Grainger Contract

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of a competitively-let contract (Contract No. 4600001831) with Grainger of Ontario, through October 20, 2019; for the supply and delivery of maintenance, repair and operating (MRO) related supplies; and
2. Authorize the General Manager to execute the Contract.

BACKGROUND

In October 2014, the National Joint Powers Alliance (NJPA) awarded a five-year competitively-let contract to Grainger. NJPA's program used the purchasing power of large counties and cities throughout the United States to supply all local governments with significant discounts for a variety of maintenance, repair and operating supplies and services. During the sealed bid process, NJPA received proposals from three suppliers; Grainger, Zep Sales, and Service and Core Engineered Solutions, Inc. Grainger was the effective low bidder, offering discounted prices that range from 25 and 70 percent off the list price for a list of approximately 750 high volume "Hot List" items. Grainger also offers to each Agency the opportunity to develop a customized "Member Hot List" of items specific to the entity at additional discounts. Additionally, Grainger developed a "Sustainability Hot List" of approximately 100 most-purchased "green" items. All of these prices are secured for one year, and adjusted annually. The non-hot list items are offered at discounts from 10 to 40 percent off list with prices adjusted three

(3) times per year. Typically, orders are delivered within 24 to 48 hours from placement of order and are delivered freight on board (FOB) destination and freight prepaid at no charge to the Agency.

Grainger also offers a volume incentive; one percent rebate on purchases over \$25,000 annually and showing an increase of purchases by ten percent over the previous year. The Agency's expenditures with Grainger during Fiscal Year 2013/14 were approximately \$212,666, a 48 percent increase over Fiscal Year 2012/13.

Since October 2011, the Agency has been utilizing Grainger's online catalog system; whereby Plant Maintenance staff can directly link into the online catalog from the work order screen, review the items needed, and create a purchase request by filling in the appropriate fields with the catalog number, product description and the Agency's contracted pricing. The process has proven very cost-effective by reducing ordering errors, reducing lead-times, and eliminating a number of repetitive steps thus increasing efficiency.

The Agency's current contract with Grainger expired on January 31, 2015; Grainger is holding their current pricing while approval of the new contract is pending.

The contract allows for all government agencies to enter into a contract with Grainger, utilizing the beneficial pricing and terms offered. Agencies currently utilizing Grainger's contract include: Metropolitan Water District (MWD), County of Los Angeles, and the City of Los Angeles. The quality of products and services provided by Grainger over the past several years has been excellent.

The utilization of a competitively-let contract with Grainger is consistent with the Agency's Business Goal of *Fiscal Responsibility* by continuing to contain costs for supplies required to conduct Agency business.

PRIOR BOARD ACTION

On February 19, 2014 the Board approved the extension of Agreement No. 4600001070 through January 31, 2015.

IMPACT ON BUDGET

Funds for these types of supplies are budgeted by each department.



**CONTRACT NUMBER: 4600001831
FOR
MAINTENANCE, REPAIR AND OPERATING (MRO)
RELATED SUPPLIES**

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 W.W. Grainger, Inc., of Ontario, California (hereinafter referred to as "Supplier"), for Maintenance, Repair and Operating (MRO) supplies.

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: Rosemary Alvarado, C.P.M.
Supervising Contracts and Programs Administrator
Address: 6075 Kimball Avenue
Chino, California 91710
Telephone: (909) 993-1681
Facsimile: (909) 993-1987
Email: ralvarado@ieua.org

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

Supplier: Richard Easterwood
Government Account Relationship Manager
Address: 1657 Shermer Road
Northbrook, Illinois 60062
Telephone: (888) 838-1933
Facsimile: (224) 206-6057
Email: richard.easterwood@grainger.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:

1. Amendments to Contract number 4600001831.
 2. Contract number 4600001831 General Terms and Conditions.
 3. NJPA Contract No. 091214-WWG, effective October 21, 2014.
4. SCOPE OF WORK AND SERVICES: Supplier shall supply and deliver MRO supplies in accordance with NJPA Contract No. 091214-WWG.
5. TERM: The term of this Contract shall commence on March 1, 2015 and terminate on October 20, 2019. Any extensions thereafter shall be reduced to writing and amended to this contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Supplier shall submit invoices and Agency shall pay Supplier's properly executed invoices, within thirty (30) days following receipt of the invoice. Supplier's invoices shall be submitted as follows:

Inland Empire Utilities Agency
Attention: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

7. INSURANCE: During the term of this Contract, the Supplier shall maintain at Supplier's 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 0001-87 covering Comprehensive 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 the required occurrence limit.
 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 87, 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.
- 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 Supplier 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 and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The Supplier'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, volunteers, property owners or engineers under contract with the Agency shall be excess of the Supplier'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 Supplier'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 Supplier 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 Supplier 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: Insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

- E. Verification of Coverage: Supplier 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.
- F. Submittal of Certificates: Supplier shall submit all required certificates and endorsements to the following:

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

4. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Status of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: The Supplier shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
- C. Indemnification: Supplier shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole

negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

D. 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.

E. Equal Opportunity: During the performance of this Contract, the Supplier shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

F. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier 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 Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier 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 Supplier 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 Supplier'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 Supplier is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties 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 Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Supplier are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Supplier 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 Supplier.
5. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Supplier: Jeffrey McNeil
Senior Government Sales Manager
W.W. Grainger, Inc.
100 Grainger Parkway
Lake Forest, IL 60045

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.

6. 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 Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
7. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Supplier 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 Supplier.
8. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
9. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced services up to the date of such termination.
10. 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.
11. FOB POINT: The FOB point for all products delivered against this contract shall be "destination."

12. 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 Supplier.

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

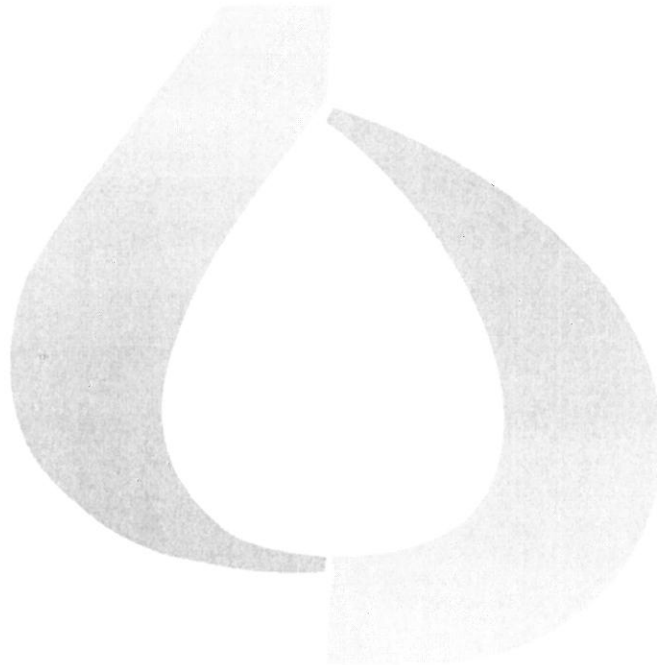
INLAND EMPIRE UTILITIES AGENCY: W.W. GRAINGER, INC.

P. Joseph Grindstaff
General Manager

(Date)

Jonathan Grubb
District Sales Manager

(Date)




CONSENT
CALENDAR
ITEM


2G

Date: March 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/11/15)
Finance, Legal, and Administration Committee (03/11/15)

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 *JJC FOR SL*

Subject: Contract Award for Integrated Resources Plan WEAP Model Resiliency Testing

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a professional services contract to RAND for Integrated Resources Plan WEAP Model Resilience Testing to augment the Integrated Resources Plan (Project No. WR14019), for a not-to-exceed amount of \$75,000 to increase the total project budget from \$539,179 to \$614,179; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In 2013, during the FY 2013/14 Ten-Year Capital Improvement Plan process and discussions with Member Agencies, the Inland Empire Utilities Agency (IEUA/Agency) identified a need to develop an overarching Integrated Resources Plan (IRP). The IRP was intended to develop an overall strategy for meeting projected demands within the IEUA service area in a cost-effective manner.

The purpose of the IRP process was to integrate previously existing and new planning efforts into a focused, holistic implementation strategy to achieve improved near and long-term water resources management for IEUA and its member agencies. After initial scenarios were developed in 2014, the Agency identified a need for additional analysis: 1) to re-evaluate demand forecasts to reflect current development trends and obtain consensus from IEUA Member Agencies; 2) to conduct modeling of the Chino Basin in conjunction with the Chino

Basin WaterMaster; and 3) to stress test the Water Evaluation And Planning (WEAP) model's proposed project portfolios to determine the resiliency of the IRP under a variety of future climate conditions and other uncertainties.

Re-evaluation of the demand forecast is being conducted as part of the Water Use Efficiency Business Plan Update by A&N Technical Services, Inc. Chino Basin groundwater modeling will be done by Chino Basin WaterMaster consultant Wildermuth Environmental to determine impacts of proposed IRP portfolios and future climate conditions on the Chino Basin. This modeling will fall under a separate contract, and is expected to be within \$50,000.

Prior to finalizing the IRP, IEUA is interested in doing a resiliency test of the project portfolios in WEAP to test the plan under alternative estimates of future climate conditions, demand projections, and other uncertainties. This will enable the Agency to understand what investments might be necessary under different plausible futures.

From 2005-2007, IEUA worked with the RAND Corporation to use robust decision making tools and modeling to evaluate regional water resources resiliency in the face of climate change. This culminated in a climate vulnerability and response option analysis of IEUA's 2005 Urban Water Management Plan. Building off this prior collaboration, RAND will conduct additional analysis on the IRP to ensure that the plan recognizes uncertain future risks and opportunities, identifies conditions that indicate additional investments are needed, and defines investments that can be deferred and implemented if conditions warrant. Tasks will include:

- 1 – WEAP Model Evaluation & Updates
- 2 – IRP Vulnerability Assessment
- 3 – Interactive Planning Tool Development
- 4 – Adaptive Strategy Development

These additional analyses will enable the Agency to make robust decisions for long-term water resource planning under conditions of deep uncertainty. Workshops will be held with member agencies and regional stakeholders throughout the spring to discuss, develop, and evaluate project portfolios. The plan is anticipated to be completed by August 2015.

The implementation of the Integrated Resources Planning is consistent with the Agency's Business Goal of increasing *Water Reliability* by promoting cost-effective, reliable, efficient and sustainable water supplies within the region.

PRIOR BOARD ACTION

On November 12, 2014, the Board approved a contract with A&N Technical Services, Inc. for the development of the revised Water Use Efficiency Business Plan for a not-to-exceed amount of \$75,000. This includes activities for revising the base water demand forecast.

On August 21, 2013, the Board approved a contract with RMC for the Development of an IRP for \$539,179.

IMPACT ON BUDGET

If approved, the service contract of \$75,000 for the WEAP Model Resilience Testing to augment the Integrated Resources Plan Integrated Resources Plan (Project No. WR14019) will increase the project budget, from \$539,179 to \$614,179 in the Water Resources (WW) Fund. The \$75,000 is offset by a \$45,000 budget transfer from the WW Fund Professional Fees and Service (10700-124100-110000-521080) Account and \$30,000 transfer from the General Manager's contingency fund to WR14019.

Attachment:

Draft Contract with RAND for Integrated Resources Plan WEAP Modeling



**CONTRACT NUMBER 4600001836
FOR
CONSULTING SERVICES FOR THE AGENCY'S
2015 ADAPTIVE INTEGRATED RESOURCES PLAN**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of February, 2015, by and between the Inland Empire Utilities Agency*, a public agency, 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 the RAND Corporation, (hereinafter referred to as "Consultant"), for consulting services in support of the Agency's 2015 Adaptive Integrated Resources Plan.

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: Elizabeth Hurst
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1634
Facsimile: (909) 993-1983
E-mail: ehurst@ieua.org

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

Consultant Contact: David Groves
RAND Corporation
Address: 1776 Main Street
Santa Monica, California 90407
Telephone: (310) 393-0411, Extension 7279
Email: dgroves@rand.org

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:
 1. Amendments to Contract Number 4600001836
 2. Contract Number 46000001836 General Terms and Conditions.

3 Consultant's Proposal dated February 16, 2015

4. **SCOPE OF SERVICES:** Consultant services, responsibilities and deliverables shall include and be in accordance with Consultant's Proposal dated February 16, 2015, which is attached hereto and made a part hereof.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of all Project services, or December 31, 2015, whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay Consultant's properly executed invoice approved by the Project Manager within thirty calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed reasonably anticipated and mutually agreed to Agency requirements or for services that have proven unacceptable until such services are revised, the invoice resubmitted, and accepted by the Agency's Project Manager.

All invoices shall include the Contract number 4600001836 for payment. An original copy of the invoice shall be emailed to the Agency's Accounts Payable with an electronic copy to the Project Manager.

Consultant's invoicing shall be submitted electronically with all required back-up to apgroup@ieua.org.

In compensation for the services represented by this Contract, the Agency shall pay Consultant a not-to-exceed maximum total of **\$74,853.00**, based upon milestones completed and delivered, in accordance with Consultant's Cost Proposal attached.

7. **CONTROL OF WORK:** Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, through no fault of the Agency, the Consultant 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 Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule. If acceleration of the Work is requested by Agency despite their fault in the delay the not-to-exceed amount shall be equitably adjusted to account for any such additional costs reasonably incurred by Consultant.
8. **FITNESS FOR DUTY:**
 - A. **Fitness:** Consultant and its Subconsultant personnel on the Jobsite:
 - 1) shall report to 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 the Agency.
- B. Compliance: Consultant shall advise all Consultant and subconsultant personnel and associated third parties of the requirements of the 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. Consultant shall impose these requirements on its subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's 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 CG 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 the required occurrence limit.
 - 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 \$500,000 per accident.
 - 4) Professional Liability insurance in the amount of \$1,000,000 per occurrence.
- 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 Consultant 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 and volunteers are to be covered as insureds, endorsements CG 2010 1185 as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. 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, then it is also necessary to issue a Form CG 2037 10 01 in addition to the 10 93 or 03 97.
- b. The Consultant'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 Consultant'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 Consultant'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 Consultant 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 services performed by the Consultant 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.

Unless other levels of acceptability are approved by the Human Services Administrator, Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.

E. Verification of Coverage: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subconsultants prior to commencing activities or allowing any subconsultant to commence activities 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 activity commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Angela Witte
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. Status of Consultant: The Consultant is retained as an independent Consultant 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 Consultant 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 Consultant 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 Consultant or its employees.

- 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.
- E. Indemnification: To the fullest extent permitted by law, and not precluded by the express terms of this Agreement, Consultant shall indemnify and hold harmless and defend the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Consultant, or any directors, officers, employees, or authorized volunteers of Agency or Consultant, and damages to or destruction of property of any person, including but not limited to, Agency and/or Consultant or their directors, officers, employees, or authorized volunteers, only to the extent the losses and liabilities are caused as a result of negligent errors, omissions, or willful misconduct of Consultant in the performance of the Agreement;
 2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant;
 3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- F. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant 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. Consultant shall fully discharge each such lien at the time performance of the obligation

secured matures and becomes due.

- G. 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.
- H. Equal Opportunity: During the performance of this Contract, the Consultant 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 will be thoroughly investigated by the Agency.
- I. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of one year after acceptance of the completed Work, Consultant shall, at no additional cost to the Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcomings is brought to the attention of Consultant by Agency, or any other person or entity, upon written notice. Consultant shall within three calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors with thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant 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 calendar days after Consultant'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 the Contract. Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the

Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

J. Disputes:

- 1) All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue service activities 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 service activities shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are

acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant 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 Consultant in mediation or arbitration commenced by a consultant 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 Consultant.

11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains copyright ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data ("Deliverables") prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Consultant shall have the right to use the Deliverables without cost for Consultant's research and informational purposes. Said materials and documents shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. Consultant shall not use Deliverables for profit making enterprises.

12. **TITLE AND RISK OF LOSS:**

A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.

B. Material: Title to all Material, field or research equipment, and laboratory

models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or Agency.

13. **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 Consultant in the performance of the Work, shall be governed by the following provisions:

- 1) Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
- 2) If Proprietary Rights conceived, developed, or reduced to practice by Consultant 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, Consultant 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, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency to 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. All such licenses shall be in writing and shall be irrevocable and royalty-free.

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

14. **INFRINGEMENT**: Consultant 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

Consultant 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.

Consultant 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.

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

Agency: Warren T. Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Consultant: Samantha Springs, J.D.
Contracts and Grant Services
RAND Corporation
1776 Main Street
Santa Monica, California 90407

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.

16. **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 Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant 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.

17. **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 Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant 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 Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant 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.

18. **RIGHT TO AUDIT**: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency
19. **INTEGRATION**: The Contract Documents represent the entire Contract of the Agency and the Consultant 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 Consultant.
20. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California and the jurisdiction of the Superior Court located in the County of San Bernardino,
21. **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 Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of God, etcetera.

23. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
24. **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 Consultant.

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

INLAND EMPIRE UTILITIES AGENCY:

RAND CORPORATION:

P. Joseph Grindstaff
General Manager

Date

President/CEO

Date


**CONSENT
CALENDAR
ITEM**


2H


Date: March 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/11/15)
Finance, Legal, and Administration Committee (03/11/15)

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: Wastewater, Water, and Recycled Water Rate and Fee Study

RECOMMENDATION

It is recommended that the Board of Directors:

1. Amend the professional services contract (Contract No. 460001658) with Carollo Engineers, Inc. (Carollo), for a Wastewater, Water, and Recycled Water Rate and Fee Study, for a not-to-exceed amount of \$334,963; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In May 2014, the Board of Directors awarded a professional services contract to Carollo Engineers, Inc. (Carollo), for a Wastewater Connection Fee Evaluation. In July 2015, the Board of Directors authorized the General Manager to amend the existing contract with Carollo, to include the Water, and Recycled Water Rate and Fee Study. The intent of the evaluation was to develop a regional Equivalent Dwelling Unit (EDU) connection fee nexus study for FY 2015/16 and subsequent years; and to provide a rational basis for distributing the full costs to provide wholesale water and recycled water service to each customer, in proportion to the demands they place on the system.

The wastewater connection fee and the “one-water” connection fee are very close to being completed; few tasks need to be performed, before the fees can be finalized. However, more time is necessary to complete the water and recycled water rates, and for the outreach process with the member agencies and developer community, in order to make sure that all of the

stakeholders understand, provide input, and reach consensus before the rates are implemented. The additional implementation time will require additional work and a subsequent budget amendment in order to finalize the project.

Carollo's proposed connection fee evaluation is consistent with the Agency's *Fiscal Responsibility Business Goal, Funding and Appropriation Objective*. The model will assist staff in developing long term connection fees and a financial rate structure to appropriately fund the operation and maintenance expenses, as well as the capital improvement costs.

PRIOR BOARD ACTION

On July 16, 2014, the IEUA Board of Directors amended the contract with Carollo for a not-to-exceed amount of \$244,963.

On May 21, 2014, the IEUA Board of Directors awarded Carollo Engineers, Inc, a contract in the amount of \$80,000 for the Wastewater Connection Fee Evaluation.

IMPACT ON BUDGET

If approved, the budget for Professional Fees and Service Account will increase \$90,000. Budget will be transferred from the GM Contingency account to increase the budget in the Regional Capital Fund, Water Resources Fund, and the Recycled Water Fund in the amount of \$30,000 each.

Attachment: Proposal from Carollo Engineers, Inc.
Amendment 2



February 13, 2015

Sylvie Lee, P.E.
Manager of Planning & Environmental Compliance
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Subject: Proposal for Scope Amendment
Wastewater, Water, and Recycled Water Rate & Fee Study

Dear Ms. Lee:

Per your request, this letter transmits a draft proposal for an amendment to the Wastewater, Water, and Recycled Water Rate and Fee study that we discussed with you following the January 29, 2015, Technical Committee Meeting. The Exhibits indicated below are appended.

1. Exhibit A - Scope of Services.
2. Exhibit B - Estimated Budget.
3. Exhibit C - Fee Schedule.

We look forward to the opportunity to answer any questions or comments you may have or to revise this document to more exactly satisfy the Inland Empire Utilities Agency's needs.

Sincerely,

CAROLLO ENGINEERS, INC.

Robert S. Grantham
Vice President

Toby Weissert, P.E., PMP
Project Manager

Enclosures: Exhibits A through C

cc: Stefanie Szoludko (Carollo - OCO)

Exhibit A
Scope of Services

WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY
SCOPE AMENDMENT
INLAND EMPIRE UTILITIES AGENCY

1.0 BACKGROUND

Carollo is under contract to assist the Inland Empire Utilities Agency (IEUA) with the development and implementation of their wastewater connection fee and water and recycled water rates and connection fees. At the January 29th Technical Committee meeting, IEUA decided to slow implementation of the wastewater, water, and recycled water rate and connection fee process. The initial schedule called for the connection fees and rates to be developed and be ready for approval by the IEUA Board in February. Due to the nature of the outreach process with the member agencies and developer community, and the timing in relation to formulation of the IEUA budgetary inputs into the process, in order to make sure that all of the stakeholders understand, provide input, and reach consensus before the rates are implemented, it is necessary to allow extra time for the rate development and outreach process. The slower implementation time will require additional work and a subsequent budget amendment in order to finalize the project. At this time, it is anticipated that an additional four months will be required to implement the rates and connection fees. This document describes the scope items that are anticipated to be necessary to finish the project as of February 1, 2015.

2.0 SCOPE OF WORK

The scope of work outlines the tasks that are necessary to complete the Water and Recycled Water Rate and Fee Study.

Task 1. Meet with Member Agencies and Water Purveyors

A big part of facilitating the rate update process is making sure that the process is transparent so that the stakeholders understand the basis for the rates and because of the transparency of the process, trust it. In order to facilitate the consensus building process, we will meet with each of the member agencies and water purveyors to help them understand the process and to answer their questions about the process and the results of the work to date. A sources and uses of funds diagram will be developed to help facilitate the discussions with member agencies. The intent is to group the agencies and water purveyors so approximately 6 meetings will be held.

Task 2. Update the Wastewater Connection Fees

The wastewater connection fees are very close to being completed. However, there are a few tasks that need to have further work performed before the connection fees can be finalized. In this task working with IEUA staff refers to meeting with staff to get input on the bulleted items below and then updating the rate model based on the information.

- Work with IEUA staff to incorporate the amount of debt principal that was paid for by property tax and therefore should be subtracted from the connection fee calculation.

**Exhibit A
Scope of Services**

**WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY
SCOPE AMENDMENT
INLAND EMPIRE UTILITIES AGENCY**

- Work with IEUA staff to revise the connection fee model based on updated information about the amount of the construction in progress that should be allocated to future users.
- Work with IEUA staff to revise the connection fee model based on the amount of construction in progress from non wastewater capital accounts that should be allocated to future users.
- Work with IEUA staff to revise the connection fee model based on an additional line item review of the allocations of the existing fixed assets to existing and future customers and to unit process allocations.
- Work with IEUA staff to revise the connection fee model based on an additional line item review of the existing TYCIP allocations to existing and future customers and to unit process allocations.

Task 3. Update the One Water Connection Fees

The water connection fees are very close to being completed. However, there are a few tasks that need to be performed before the fees can be finalized. In this task working with IEUA staff refers to meeting with staff to get input on the bulleted items below and then updating the rate model based on the information.

- Work with IEUA staff to revise the model based on updated information about the amount of the construction in progress that should be allocated to future users.
- Work with IEUA staff to revise the model based on the amount of construction in progress from non water and recycled water capital accounts that should be allocated to future users.
- Work with IEUA staff to analyze and revise the meter equivalent units (MEU) calculation to reflect updated member agency considerations. For example, Chino Hills now has a 1" minimum meter size for single-family-residences, but also older smaller meters. Should all of these meter sizes be assumed to equate to one MEU.
- Work with IEUA staff to revise the model based on an additional line item review of the existing fixed assets allocations to existing and future customers.
- Work with IEUA staff to revise the model based on an additional line item review of the existing TYCIP allocations to existing and future customers.

Task 4. Update the Water and Recycled Water Rates

Additional work is necessary to complete the water and recycled water rates as follows. In this task working with IEUA staff refers to meeting with staff to get input on the bulleted items below and then updating the rate model based on the information.

**Exhibit A
Scope of Services**

**WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY
SCOPE AMENDMENT
INLAND EMPIRE UTILITIES AGENCY**

- Utilize the information on MEUs from the One Water Connection Fees task above to update the rates for water and recycled water.
- Utilize the information from the One Water Connection Fees task above for the existing fixed asset and TYCIP reviews to update the rate model for the water and recycled water rates.

Task 5. Prepare Water and Recycled Water Rate Alternatives

One thing that became clear from the recent rate workshops is that the member agencies want to see more bottom-line information on the impacts of the different water and recycled water rate alternatives. In this task, we will work with IEUA staff to develop example rate outcomes for the following rate components.

- Recovery of the Readiness-to-Serve Charge via a 10-year rolling average and on an account basis
- Recovery of the administration, conservation, and drought resiliency charges by MEU or on a volume basis
- Recovery of the recycled water charges based on a volume and a seasonal basis.

Task 6. Wastewater Rate Survey

The original scope of work included a survey of surrounding and similar agencies for wastewater connection fees and water and recycled water and connection fees. This task will add a survey of wastewater rates and will delineate variances between agencies such as property tax contributions and treatment levels.

Task 7. Workshops

Two additional workshops are anticipated in order to complete the rate process. One workshop was the Board Policy Committee that was held on February 4th. An additional workshop will be held after meeting with each member agency and completing the rate update tasks listed above. The intent of the final workshop will be to formalize member agency consensus on the rates and connection fees. The effort includes working with staff to prepare slides for the workshop, presenting the workshop materials, and completing a question/answer document based on questions raised in the workshop.

We also anticipate attending the Regional Policy and Regional Technical committee meetings, and the subsequent board meeting where the rates are considered for approval. For these meetings we will meet with staff to prepare a presentation, give the presentations at these meetings, and complete a question/answer document based on questions raised in the meetings.

**Exhibit A
Scope of Services**

**WASTEWATER, WATER, AND RECYCLED WATER RATE AND FEE STUDY
SCOPE AMENDMENT
INLAND EMPIRE UTILITIES AGENCY**

Task 8. Meetings

Weekly conference calls will be held with IEUA staff to facilitate the rate development process. 10 conference calls are anticipated.

Task 9. Finalize Project Technical Memorandums

Three separate draft technical memorandums (TM) have been prepared to present the rates as follows:

- Wastewater Connection Fees
- One Water Connection Fees
- Water and Recycled Water Rates

Prior to the final workshop, these TMs will be updated for distribution to the workshop participants. Based on the outcome of the final workshop, a final version of the TMs will be created.

Task 10. Additional Project Management

The Consultant shall provide management functions needed to track and control project activities and to monitor project progress. The Consultant shall prepare and submit to the agency monthly progress reports along with the project billing. The project management is anticipated to be for four additional months.

3.0 PROJECT SCHEDULE

It is anticipated that the project work tasks listed above will be completed in February and March of 2015, with the committee and Board meetings being held in March, April, and May.

4.0 PROJECT BUDGET

The proposed project budget, along with a breakdown of fees per task, is attached as Exhibit B. Charges would accrue and be billed based on the rates shown in the attached Fee Schedule, Exhibit C.

Exhibit B
Estimated Work Effort

Rate & Fee Study - Amendment No. 2
Regional Wastewater System
Inland Empire Utilities Agency

| <u>Task No.</u> | <u>Description</u> | <u>Estimated Effort, Hours</u> | | | | | | | <u>Fee by Task</u> | |
|------------------------|---|--------------------------------|------------------------|-----------------------|------------------------|--------------------|--------------------------|----------------------|--------------------|------------------|
| | | <u>Project Lead</u> | <u>Project Manager</u> | <u>Lead Engineers</u> | <u>Staff Engineers</u> | <u>Staff Aides</u> | <u>Techs & Engg.</u> | <u>Support Staff</u> | | <u>Total</u> |
| Amendment No. 2 | | | | | | | | | | |
| | Meet with Member Agencies and Water Purveyors | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 24 | \$ 6,641 |
| 1 | | | | | | | | | | |
| 2 | Update Wastewater Connection Fees | 3 | 6 | 0 | 20 | 0 | 0 | 0 | 29 | 5,804 |
| 3 | Update One Water Connection Fees | 1 | 2 | 0 | 5 | 0 | 0 | 0 | 8 | 1,659 |
| 4 | Update Water & Recycled Water Rates | 2 | 4 | 0 | 10 | 0 | 0 | 0 | 16 | 3,317 |
| 5 | Prepare Water & Recycled Water Alternatives | 3 | 10 | 0 | 24 | 0 | 0 | 0 | 37 | 7,574 |
| 6 | Wastewater Rate Survey | 1 | 4 | 0 | 10 | 0 | 0 | 0 | 15 | 3,041 |
| 7 | Workshops | 40 | 40 | 0 | 40 | 0 | 0 | 0 | 120 | 30,921 |
| 8 | Weekly Conference Calls | 3 | 20 | 0 | 20 | 0 | 0 | 0 | 43 | 9,678 |
| 9 | Draft & Final TMs | 2 | 10 | 0 | 82 | 0 | 0 | 0 | 94 | 16,908 |
| 10 | Project Management | 0 | 16 | 0 | 0 | 0 | 0 | 0 | 16 | 4,427 |
| | | | | | | | | | | - |
| TOTALS | | 79 | 112 | 0 | 211 | 0 | 0 | 0 | 402 | \$ 89,969 |

Exhibit C
Fee Schedule as of January 1, 2014

Rate & Fee Study - Amendment No. 2
Regional Wastewater System
Inland Empire Utilities Agency

| <u>Category</u> | <u>Hourly Rate</u> |
|---|--------------------|
| Engineers/Scientists | |
| Assistant Professional | \$154.00 |
| Professional | \$188.00 |
| Project Professional | \$223.00 |
| Lead Project Professional | \$244.00 |
| Senior Professional | \$265.00 |
| Technicians | |
| Technicians | \$115.00 |
| Senior Technicians | \$162.00 |
| Support Staff | |
| Document Processing / Clerical | \$102.00 |
| Project Equipment and Communication Expenses (PECE) Charge Per Direct Labor Hour | |
| | \$ 11.70 |
| Other Direct Expenses | |
| Travel and Subsistence | at cost |
| Mileage Charge Per Mile | \$ 0.56 |
| Subconsultant | Cost + 10% |
| Other Direct Costs | Cost + 10% |
| Expert Witness | Rate x 2.0 |

This fee schedule is revised in January and July of every year.
Invoice for each month will be prepared based on the fee schedule in effect during the month.



AMENDMENT NUMBER: 4600001658-002

FOR

CONNECTION FEE STUDY

THIS AMENDMENT NUMBER TWO to Contract 4600001658 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 Carollo Engineers, Inc. of Costa Mesa, California (hereinafter referred to as "Consultant"), for consulting services to complete a connection fee study, and shall revise the Contract as follows:

REVISE SECTION 4., SCOPE OF WORK AND SERVICES, TO ADD THE FOLLOWING ITEM:

Additional Scope of Work and Services shall be in accordance with Consultant's proposal, dated February 13, 2015, **Attachment A**, which is attached hereto and made a part hereof.

REVISE SECTION 5., TERM, TO READ: The term of this Contract shall extend from the Notice to Proceed, and terminate upon completion of all Project services, or December 30, 2015, whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.

REVISE SECTION 6. COMPENSATION, SECOND PARAGRAPH TO ADD:

In compensation for the work represented by this Contract, Agency shall pay Consultant a NOT-TO-EXCEED maximum total of **\$328,893.00** for all services provided. This amendment represents a net increase of **\$89,969.00** to the Contract as per the estimated work effort represented in **Attachment A**.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

CAROLLO ENGINEERS, INC.:

P. Joseph Grindstaff (Date)
General Manager

Robert S. Grantham (Date)
Vice President

Graham Juby (Date)
Vice President

**CONSENT
CALENDAR
ITEM**


21





Date: March 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

Majid Karim 
Acting Manager of Engineering

Subject: Engineering Services Contract Amendment for the RP-4 Disinfection Facility Improvements

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the amendment to the engineering services contract with IDS Group for the additional consulting services for the RP-4 Disinfection Facility Improvements, Project No. EN14018, for the not-to-exceed amount of \$105,110; and
2. Authorize the General Manager to execute the consultant contract amendment.

BACKGROUND

The Regional Water Recycling Plant No. 4 (RP-4) began operation in 1997 with an average daily liquid treatment capacity of seven million gallons per day (MGD). In 2009, the plant's treatment capacity was expanded to 14 MGD. Since the expansion, certain areas are in need of process improvements due to a change in the operational strategy, or the general deterioration.

The chemical disinfection facility comprises of six chemical metering pumps and three chemical storage tanks all located inside a building in the southeast corner of the treatment plant. The bleach containment area inside the building is currently not coated, and the concrete tank pads, metal supports, and the containment walls are showing signs of corrosion. In addition, bleach was reported to seep past the containment area causing damage to the entry door and walls

outside of the containment area. Over the years of operation, the corrosion continues to worsen, because bleach constantly leaks from the tanks and various fittings. The leaking bleach wears the ancillary equipment prematurely.

The three bleach storage tanks are 2,200 gallons each with no overflow penetration location on each tank. The total storage capacity of 6,000 gallons leaves limited flexibility to receive full load deliveries of 4,800 gallons. Accordingly, the operators are forced to operate the tanks at an uncomfortable low level of sodium hypochlorite. In addition, the bleach metering pumps are diaphragm technology. These pumps lose suction prime when offline and require manual operation to degas the suction pipeline which tends to be a lengthy and time consuming process.

The two chlorine contact basins (CCB1A and CCB2) are critical compliance dependent processes. CCB1A is currently operating without a backup injection pipeline. In addition, both CCB2 injection pipelines are offline due to leaks and a temporary above ground piping that was installed and is currently in operation. The locations of the leaks are unknown due to the pipeline being buried under asphalt. Also, the Aqua Disk Filters do not have a bleach injection pipeline for pre-filter chlorination causing algae to blind the filters.

In late August 2013, IEUA solicited a cost proposal with a limited scope of providing engineering services towards relocating the chemical injection facility closer to CCB2, install new chemical pumps and two chemical tanks with buried injection pipelines and backup pipelines (total of 4) to the chlorine contact basins only. In October, 2013, IDS Group was awarded the engineering services contract based on their proposal and qualifications.

During the initial development of the design, the leak CCB2 injection pipelines were put offline due to the leaks. The project was put on hold to allow for the preparation of a comprehensive Project Understanding Memorandum by IEUA Technical Services. In October, 2014, the Memorandum was provided and it did provide a comprehensive scope relative to the different processes at RP-4 including the Chlorination Facility. The Memorandum highlighted the need to provide the additional injection to the Trident Filters, Disk Filters and to the Return Activated Sludge (RAS) Pump Station. In addition, the option of completely rehabilitating the existing chemical building and utilize it as a storage was examined and deemed as an economical and viable option. IDS was accordingly requested to submit a cost proposal to provide the following additional engineering services to their base contract:

- 1) Demolish and remove the existing equipment inside the current chemical building. Also, fully rehabilitate the building interior including walls, floors, access doors and ventilation to allow for the usage of the building as a storage facility.
- 2) Install seven (7) new chemical injection pipes inside a vault to service from the new centralized location both chlorine contact basins (with back-up), the Trident Filters, Disk Filters and the (RAS) Pump Station. The vault cover will be traffic-rated.
- 3) Conduct the additional survey and perform the added potholing.
- 4) Prepare the additional instrumentation and control programming.

- 5) Prepare the additional As-Builts and provide the added construction support services based on the augmented scope.

IDS provided a detailed cost proposal for a not to exceed amount of \$105,110. IEUA staff has reviewed the total fees including those for the proposed amendment and concluded that they are acceptable and within industry standards. IDS was involved with the current issues that took place during the initial design and due to their familiarity with the project and its requirements, a new request for proposal was not advertised and the subject amendment is requested.

The RP-4 Chlorination Facility Improvements Project is part of the Agency's Wastewater Management Business Goal to ensure that, when expansion planning is triggered, design and construction can be completed to meet regulatory and growth needs in an expeditious, environmentally responsible, and cost effective manner.

Below is the project budget:

| PROJECT PHASE | PROJECTED COSTS |
|-------------------------|--------------------|
| Design | \$230,000 |
| Construction | \$900,000 |
| Construction Management | \$230,000 |
| Contingency | \$150,000 |
| Total | \$1,510,000 |
| Project Budget | \$1,600,000 |

The following is the project schedule:

| PROJECT PHASE | DATE |
|-----------------------------|---------------|
| Design | October 2015 |
| Construction Contract Award | January 2016 |
| Construction Completion | December 2016 |

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, IDS's contract will be increased by \$105,110 for a total of \$204,080 and is supported by Project No. EN14018 budget of \$1,600,000 and the 2014/15 Fiscal Year appropriation of \$285,000 in the Regional Wastewater Capital Improvement (RC) Fund.

PJG:CB:MK:aa

RP-4 Chlorination Facility Improvements Engineering Services Contract Amendment

Project No.: EN14018

March 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

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

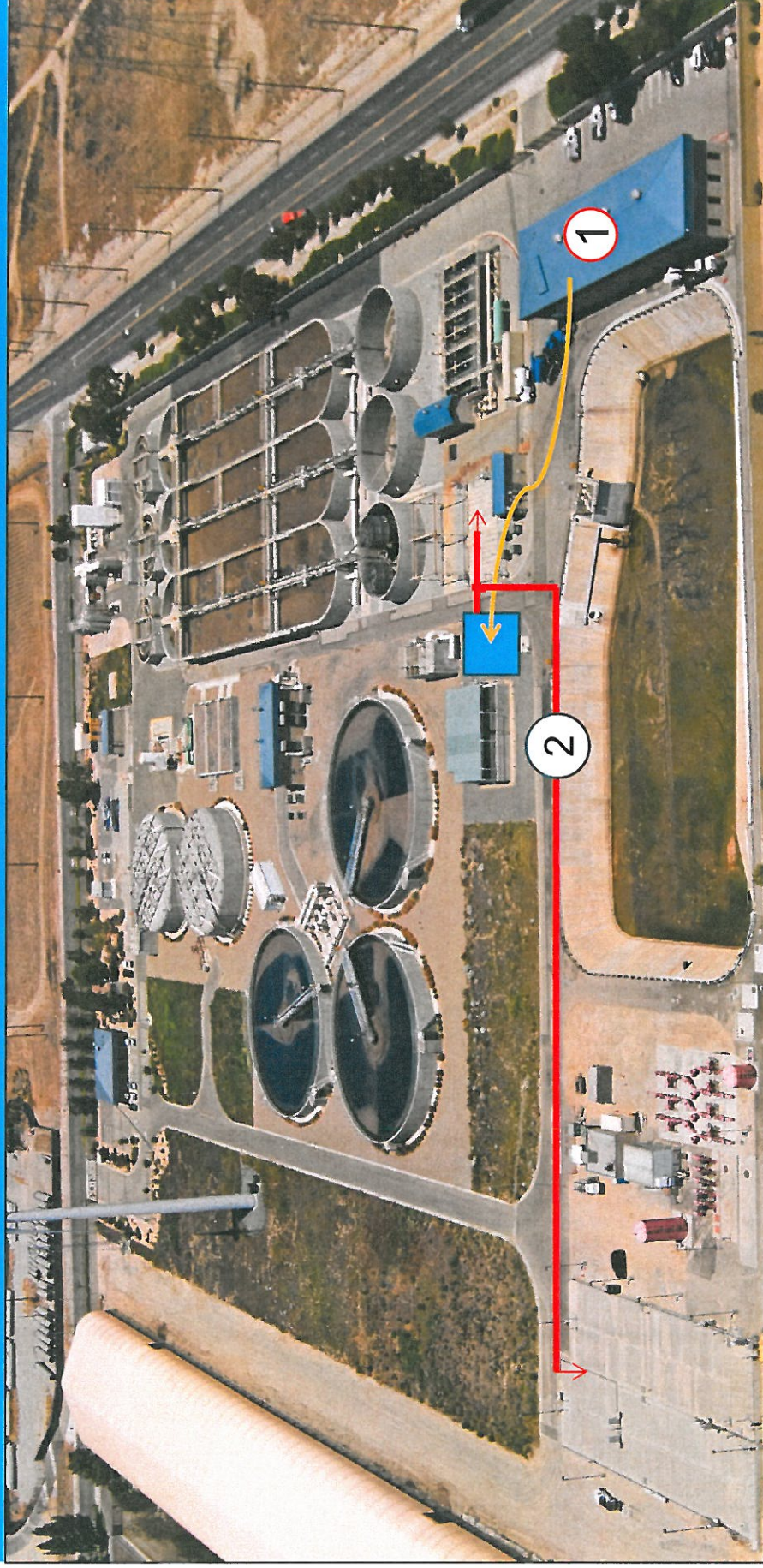
Adham Almasri, P.E.,
Senior Engineer

Project Request

- Consultant Contract Amendment for the RP-4 Disinfection Project
- Consultant Name: IDS Group
- Why are we doing the project/Background
 - Disinfection system is failing due to age
 - Deterioration of disinfection equipment & piping



Original Scope

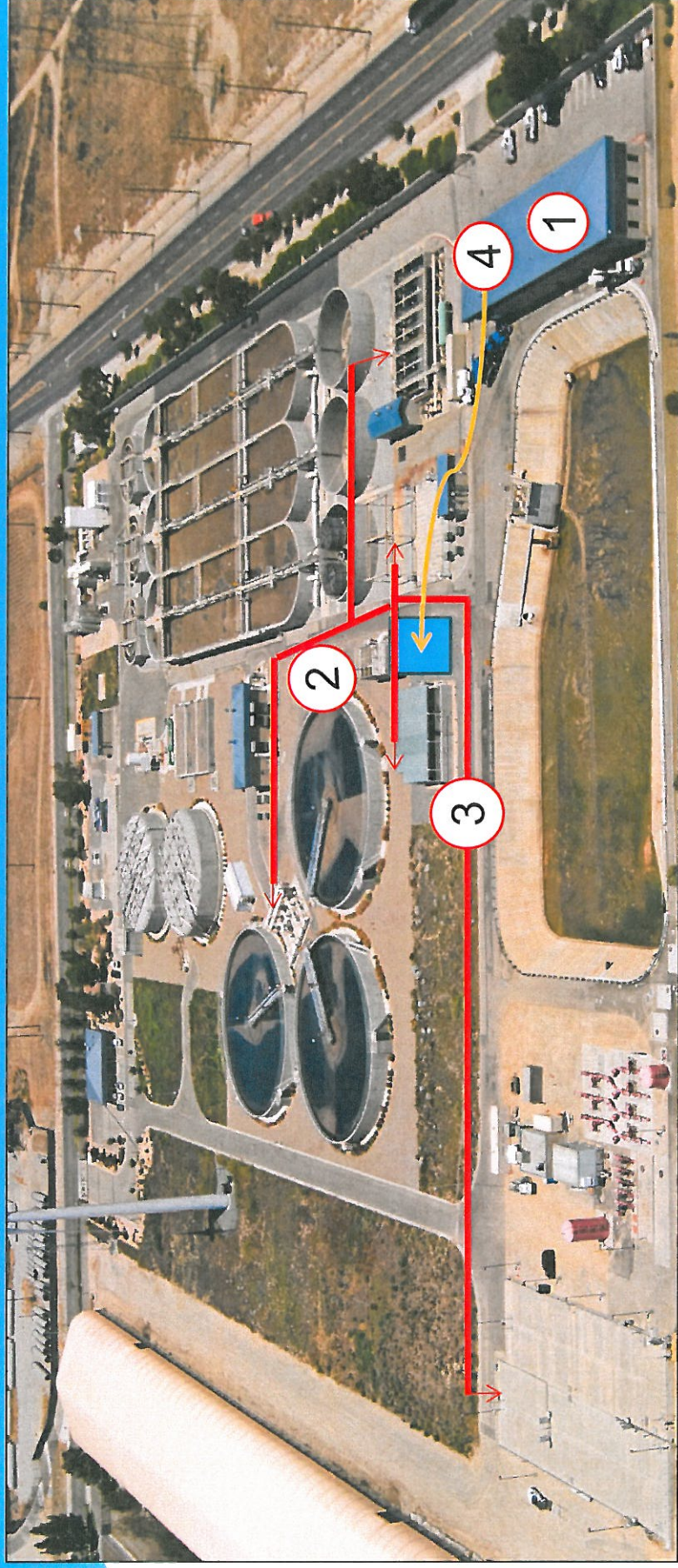


Original Consulting Contract: \$98,970.

1) Relocate Content of Chemical Building

2) New Chlorine Piping to Chlorine Basins

Amended and Full Scope



- | |
|--|
| 1) Rehab. Cl2 Building, Re-use as Storage |
| 2) Chlorine Piping: Disk, Trident Filters & RAS P.S. |
| 3) New Chlorine Piping to Chlorine Basins |
| 4) Relocate Content of Chemical Building |

Amended Consulting Contract: \$204,080.

Updated Project Budget and Schedule

| DESCRIPTION | Estimated Cost at Completion |
|---|------------------------------|
| Design (Consultant and IEUA Labor) | \$230,000 |
| Construction Contract | \$900,000 |
| Construction Management (IEUA Labor and Consultant) | \$230,000 |
| Contingency | \$150,000 |
| Total | \$1,510,000 |

| PROJECT PHASE | DATE |
|-----------------------------|---------------|
| Design | October 2015 |
| Construction Contract Award | January 2016 |
| Project Completion | December 2016 |

Agency's Goal Statement

- The RP-4 Chlorination Facility Improvements Project is part of the Agency's Wastewater Management Business Goal to ensure that, when expansion planning is triggered, design and construction can be completed to meet regulatory and growth needs in an expeditious, environmentally responsible, and cost effective manner.

Recommendation

- Staff recommends that the Board approve the amendment to the engineering services contract with IDS Group for additional consulting services for the RP-4 Disinfection Facility Improvements, Project No. EN14018, for the not-to-exceed amount of \$105,110.
- Staff recommends that the Board authorize the General Manager to execute the consultant contract amendment.

Questions?




**CONSENT
CALENDAR
ITEM**

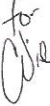
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Date: March 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Engineering Services Contract Award for the CCWRF Inspection of the
72-inch Mixed Liquor Pipeline

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of an engineering services contract for the CCWRF "Mixed" Liquor Pipeline Inspection, Project No. EN15048, to V&A Consulting Engineer, Inc., for a not-to-exceed amount of \$158,839; and
2. Authorize the General Manager to execute the consultant contract.

BACKGROUND

In 1992, Carbon Canyon Water Recycling Facility (CCWRF) was commissioned as a liquid stream wastewater treatment plant. The treatment facility is a tertiary treatment plant which works in tandem with RP-2's Digestion Facilities. The Aeration Basin utilizes Mixed Liquor Pumps and piping to help with the conversion of Ammonia and Nitrates to Nitrites, as part of the process to treat the wastewater and make it usable for recycled water and/or discharge to the environment. A critical 60 to 72 inch Mixed Liquor Pipe conveys all flow from the Aeration Basin to the Secondary Clarifiers. Inspection of this line requires shutting down the plant.

Settlement has been noted at CCWRF. Minor demolition of a concrete cap over one of the Mixed Liquor Pipelines access manhole structures found, what appears to be minor, weeping from the influent/effluent structure. Settlement creates the possibility of leaks and is a concern for the 72-inch Mixed Liquor Pipeline and its related access manholes. It is possible that settlement could cause joints to pull free from their associated structures. As a result, a request for proposal was prepared to assess and make indicated repairs, to the noted structure(s).

The Consulting Engineer will team with a contractor to perform the noted work. Since the Aeration Basin can only be shut-down for approximately 24-hours before damage to activated sludge occurs, it is critical that work for each of two scheduled shutdowns be completed within a 24-hour period. Because of the unique requirements of this work, the Engineer will be responsible for the assessment and for the construction management of the contractor he will be teaming on the assessment. Agency Construction Management staff will manage the consultant. Work will include:

1. Coordinate up to two-24-hour plant shutdowns;
2. Dewatering and cleaning the noted line and structures to facilitate inspection;
3. Performing a complete assessment of the pipeline including CVTV, Ultrasonic thickness and ovality measurements, to determine pipe condition and remaining facility life;
4. Making minor repairs to the facility including joint repair at the manhole(s);
5. Assessing and mitigating soil, which might be impacted by the noted seepage;
6. Constructing manhole extensions on the two manholes; and,
7. Preparing a report on the findings with recommendations on any needed repairs and how they should be made.

On December 3, 2014, the RFP was sent out via "The Network". A Technical Evaluation Committee composed of staff from Engineering, Construction Management, Operations, and Technical Services reviewed the single proposal, that was received. The Contracts and Procurement Department did the formal solicitation and receipt of said proposal as well as the proposed contract. The Technical Evaluation Committee also conducted a formal interview with the Engineer and Contractor and negotiated a revised scope of work, based on their recommendations and past experience with this type of work. The Technical Evaluation Committee was impressed with their understanding of the work, their recommendations on saving money, and their past experience with similar pipe evaluations. As such, the Technical Evaluation Committee is recommending approval of V&A Consulting Engineer and their construction contractor, Jamison Engineering Contractor, Inc.

Below is the projected project budget:

| PROJECT PHASE | PROJECT COST |
|---|------------------|
| Design (V&A Consultant Assessment) | \$79,321 |
| Construction Contract (Jamison Engineering) | \$79,518 |
| Construction Management (IEUA Labor and Consultant) | \$21,161 |
| Contingency | \$20,000 |
| Total | \$200,000 |
| Project Budget | \$200,000 |

The following is the proposed project schedule:

| PROJECT PHASE | DATE |
|--------------------|------------|
| Shut-down #1 | April 2015 |
| Shut-Down # 2 | May 2015 |
| Project Completion | June 2015 |

The CCWRF Inspection and Repair of the Mixed Liquor Pipeline is part of the Agency's Wastewater Management Business Goal to ensure that when expansion planning is triggered, design and construction can be completed to meet regulatory and growth needs in an expeditious, environmentally responsible, and cost effective manner. It is also consistent with the Agency's Asset Management Plan to carefully evaluate and manage assets through their life and to allow them to meet the Agency's business goals at the lowest lifecycle cost.

PRIOR BOARD ACTION

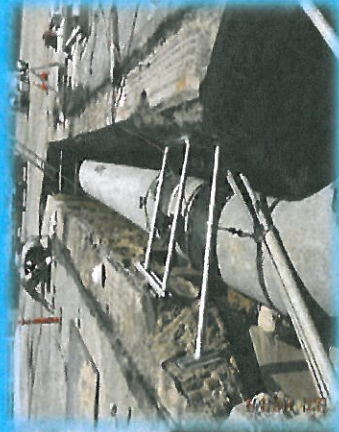
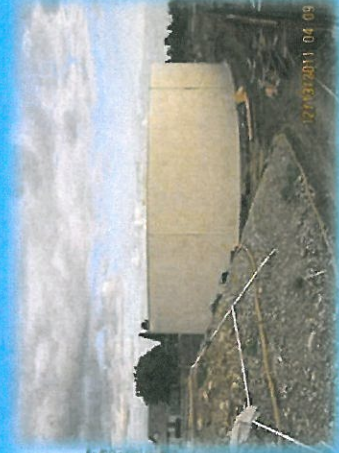
None.

IMPACT ON BUDGET

The design engineering and construction services contract for the CCWRF Inspection of the 72-inch Mixed Liquor Pipeline, Project No. EN15048, for the not-to-exceed proposal of \$158,839, will be within the FY 2014/15 and total project budget of \$200,000 in the Regional Wastewater Capital Improvement (RC) Fund. An estimated amount of \$143,000 will be spent on V&A's contract this fiscal year, which is supported by the current Fiscal Year appropriation of \$200,000. The remaining contract amount of \$15,839 is anticipated to be spent in FY 2015/16.

PJG:CB:MK:mp

CCWRF Inspection and Repair 72-Inch Mixed Liquor Pipeline Projects No. EN15045 March 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

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

Matthew Poeske, P.E.
Senior Engineer

Project Request

- Consultant Contract Award for CCWRF 72” Mixed Liquor Pipeline (MLP) Inspection and Repair
- Agency needs to do assessment and repair of the MLP
 - CCWRF Built in 1992
 - Settlement noted throughout the plant
 - Removal of MH cap, found leakage at MLP MH
- Work Consistent with Agency’s Wastewater Management Business and Asset Management goal to maintain capacity at the lowest lifecycle cost

Project Scope

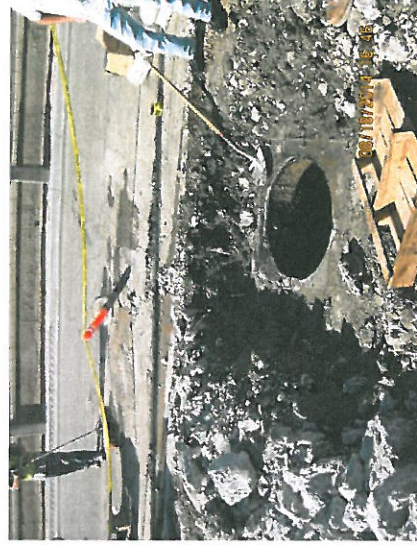
- Dewater and clean MLP
- Perform assessment/
make recommendations
- Repair/Mitigate MH seepage
- Add man-ways



• MH#1 CAP

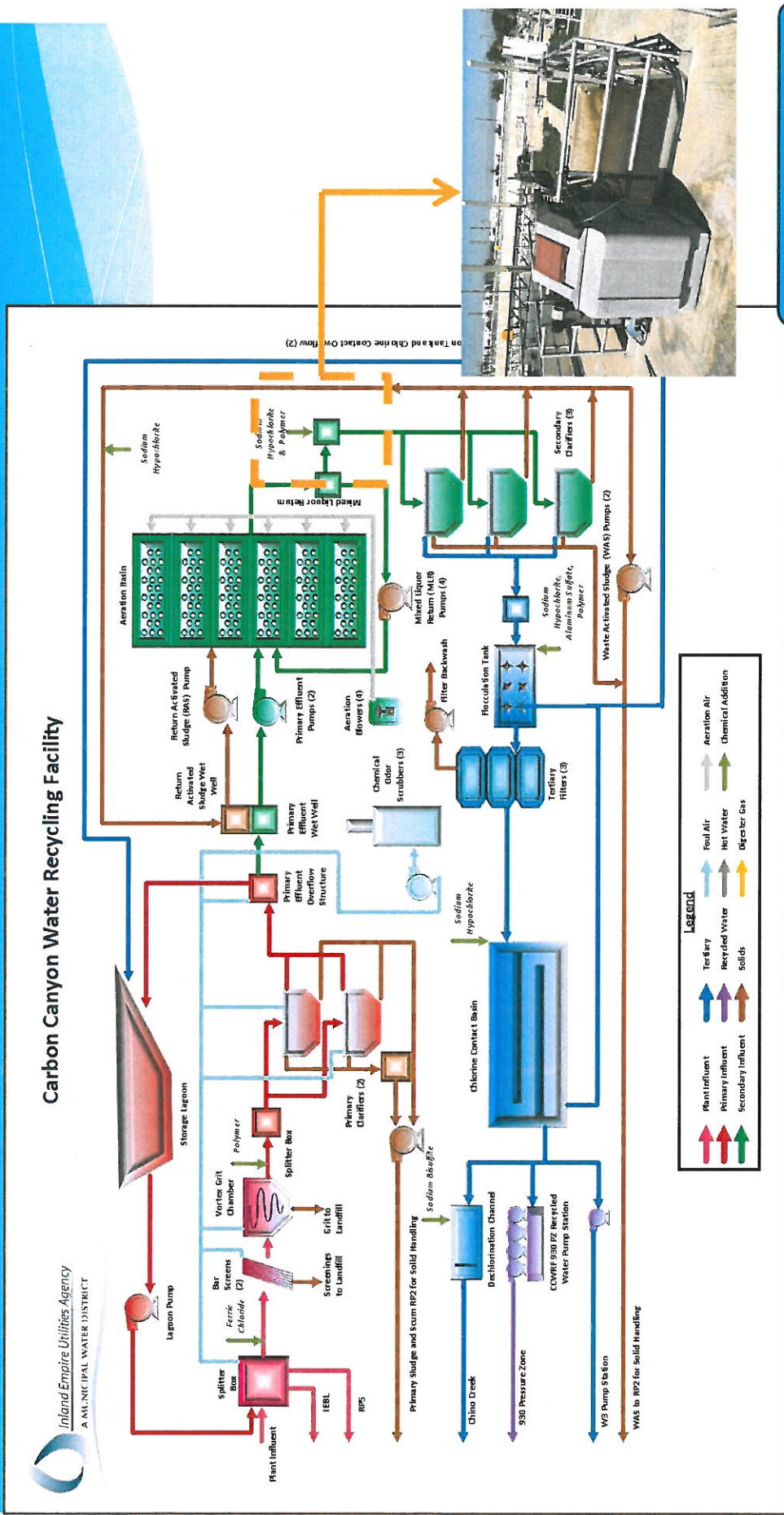


• MH #2 Seepage



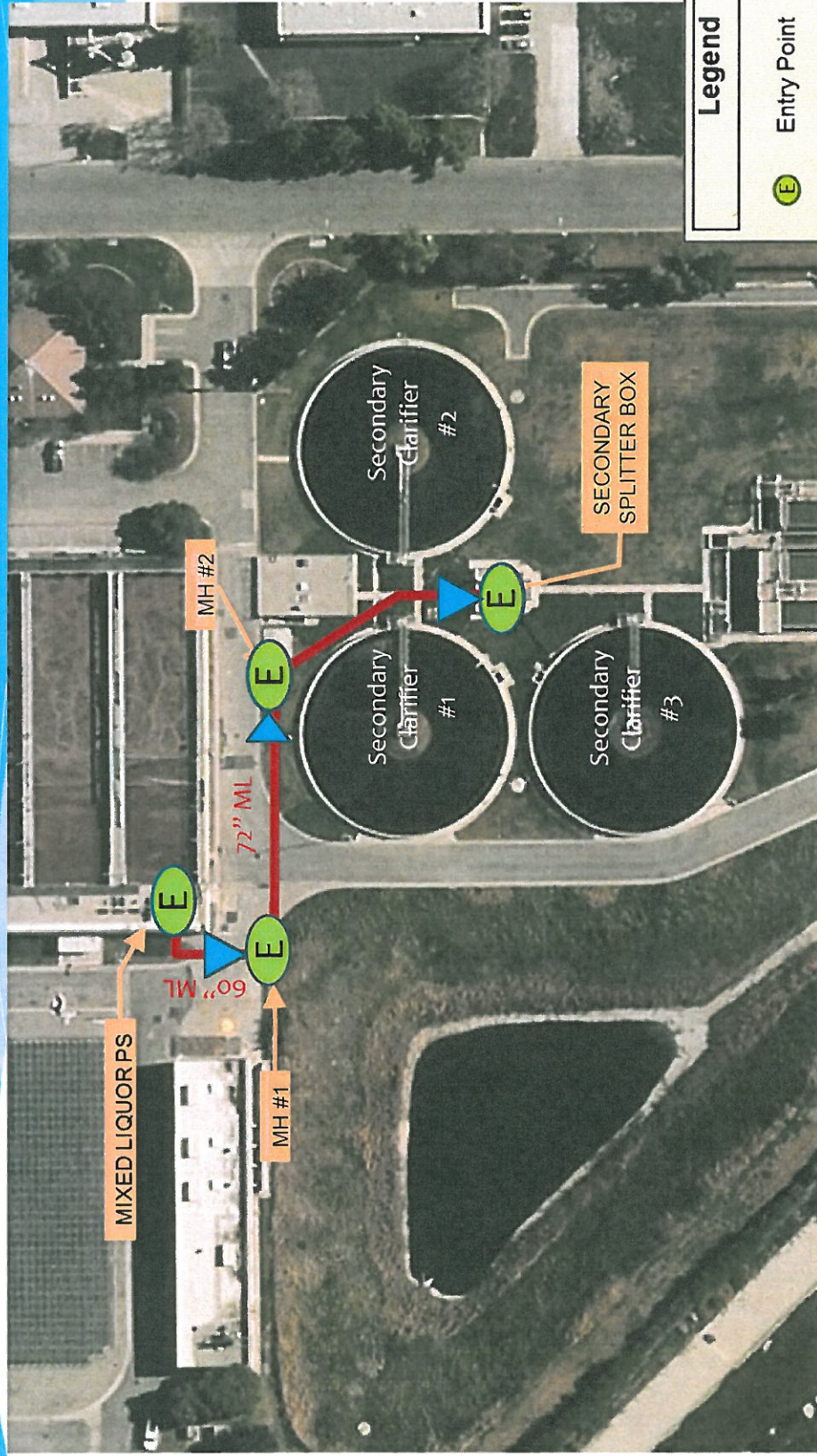
• MH #2 Cap Removal

Process Flow Diagram



- Secondary Clarifier Splitter Box

Carbon Canyon Water Reclamation Facility Mixed Liquor Pipeline



| Legend | |
|--------|-----------------------|
| | Entry Point |
| | 72" Mixed Liquor Line |
| | 60" Mixed Liquor Line |

Consultant Selection

- V&A Consulting with Jamison Engineering Contractors, Inc. is highly qualified
 - V&A has done this type of work for 25 years
 - Jamison has done similar Agency work
- The MLP has not been assessed
 - Critical to compliance
 - Critical to cost effective Treatment

Project Budget and Schedule

| Description | Estimated Cost |
|-----------------------------------|------------------|
| Consultant (V&A and Jamison) | \$158,839 |
| Agency (Engineering, CM, and Ops) | \$21,161 |
| Contingency | \$20,000 |
| Total | \$200,000 |

| Project Phase | Date |
|---------------------------------|------------|
| Shutdown # 1 | April 2015 |
| Shutdown #2 | May 2015 |
| Final Report/Project Completion | June 2015 |

Recommendation

- Staff recommends the Board approve the award of an engineering services contract with V&A Consulting Engineer, Inc. for the CCWRF Mixed Liquor Pipeline Inspection, Project No. EN15048, for the not-to-exceed amount of \$158,839; and
- Authorize the General Manager to execute the consultant contract

Questions?



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT NUMBER: 4600001830

FOR

CCWRF INSPECTION OF THE 72-INCH LIQUOR PIPELINE

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 V&A Consulting Engineers, Inc., with offices located in Oakland and San Diego, California (hereinafter referred to as "Consultant"), for the inspection, assessment, repair and construction management/monitoring for the Agency's 60-inch to 72-inch Mixed Liquor Pipeline at its Carbon Canyon Wastewater Reclamation Facility (CCWRF), Project Number EN15048.00.

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: Matthew A. Poeske, P.E., Senior Engineer
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708
Telephone: (909) 993-1723
Email: mposeske@ieua.org

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

Consultant: V&A Consulting Engineers, Inc.,
Mr. Denis Pollak
Address: 11011 Via Frontera, Suite "C"
San Diego, CA 92127
Telephone: (858) 576-0226
Email: dpollak@vaengineerino.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:
 1. Amendments to Contract number 4600001830.
 2. Contract number 4600001830 General Terms and Conditions.
 3. Agency's Request for Proposals (RFP) number RFP-RW-14-062 and all germane addenda and correspondence.
 4. Consultant's final and best proposal dated January 30, 2015 (**Exhibit A**).
4. SCOPE OF WORK AND SERVICES: Consultant services and responsibilities shall include and be in accordance with the Agency's Request for Proposals (RFP) RFP-RW-14-062, referenced herein and made a part hereof by this reference.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon acceptance of the design's construction as signed off by the Agency's cognizant Engineering & Construction Management Department personnel and project management, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Consultant shall submit once-monthly invoicing in accordance with the Project Manager's direction. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Consultant 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>).

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

A. No Consultant or subConsultant may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No Consultant or subConsultant may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As compensation for the work performed under this Contract, Agency shall pay Consultant, **on a firm-fixed not-to-exceed \$158,839.00** for all work satisfactorily provided hereunder in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

Note: All payments made, whether for design or construction build, shall be in accordance with the payment terms outlined in Request for Proposals (RFP) number RFP-RW-14-062.

7. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's 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 0001-87 covering Comprehensive 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 the required occurrence limit.
 - a. The insurance shall include coverage for each of the following hazards:
 - Premises – Operations
 - Owners and Consultants Damage
 - Broad Form Property Damage
 - Contractual for Specific Contract
 - Severability of Interests or Cross-Liability
 - XCU [Explosion, Collapse and Underground] Hazards
 - Personal Injury – with the "Employee" Exclusion Deleted
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 87, 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. Builders Risk completed value (course of construction) fire insurance with extended coverage and a vandalism and malicious endorsement. The

policy shall cover the full value of all completed construction, which includes all material and labor invested in the construction and the full value of all equipment and material at the job site. Said policy shall remain in effect until acceptance of the by the Agency.

5. Professional Liability insurance in the amount of \$1,000,000 per occurrence.
 6. Payment, Labor & Material, and Performance Bonds: Bonding is required, per Public Contract Code Article 121., Section 21565, for public works projects. All construction-related labor for this project is designated as the public works portion of this project and therefore subject to prevailing wage. Consultant shall furnish bonding with the use of forms furnished in the RFP.
- 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, volunteers, property owners and engineers under contract to the Agency; or the Consultant 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, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Consultant'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, volunteers, property owners or engineers under contract to the Agency
- d. The Consultant'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 Consultant 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, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Consultant for the Agency.

3. Builders Risk Insurance (Course of Construction)

The Agency is to be named as the loss payee.

4. 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: Insurance is to be placed with insurers with a Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subConsultants prior to commencing work or allowing any subConsultant 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.

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

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

8. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant 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 Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant 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 Consultant 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 Consultant 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 Consultant or its employees.

Effective July 1, 2014, all Consultants 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. Confined Space Work:

I. Precautions and Programs:

a. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subContractors, subConsultants, suppliers, and others at the work site.

b. The Consultants and subContractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant and all subContractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The 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, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

- f. The 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.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subConsultant 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.
- G. Travel and Subsistence Pay: The Consultant 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.
- H. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant 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. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- I. Indemnification: Consultant shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. 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.
- K. Equal Opportunity: During the performance of this Contract, the Consultant 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.
- L. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant 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 Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant 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 Consultant in mediation or arbitration commenced by a Consultant 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 Consultant.

N. Workers' Legal Status: For performance against this Contract, Supplier shall only utilize employees and/or subContractors/subConsultants that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

O. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Consultant shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Consultant or any subConsultant performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

10. FITNESS FOR DUTY:

A. Fitness: Consultant and its SubConsultant personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance

as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. Compliance: Consultant shall advise all Consultant and subContractors /subConsultant 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. Consultant shall impose these requirements on its SubConsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subContractors pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
12. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant 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 Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant 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.

13. NON-CONFORMING WORK AND WARRANTY: Consultant represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Consultant by Agency, or any other person or entity.

14. 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: Inland Empire Utilities Agency
Attn: Mr. Warren T. Green
Manager of Contracts and Facilities Services
P.O. Box 9020
Chino Hills, California 91709-0902

Consultant: V&A Consulting Engineers, Inc.
Attn: Mr. Raymond Yep, P.E.
Chief Executive Officer (CEO)
11011 Via Frontera, Suite "C"
San Diego, CA 92127

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.

15. 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 Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant 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.
16. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant 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 Consultant.
17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. 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 Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be

exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. 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.
21. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Consultant fails to complete this project in accordance with its final, contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Consultant's invoice for this project. The Consultant's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
22. 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.
23. 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 Consultant.

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:

V&A CONSULTING ENGINEERS, INC.:

P. Joseph Grindstaff
General Manager

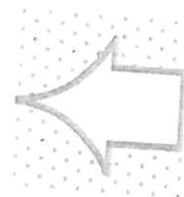
(Date)

Mr. Raymond Yep, P.E.
Chief Executive Officer

(Date)

Raymond Yep Feb. 5, 2015

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**SIGN
HERE**

Exhibit A

Revised Fee Schedule



RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO: 14-0410

Date: 1/13/2015

JOB TITLE: CCWRF Inspection of the 72 inch Mixed Liquor Pipeline Project No. EN 15048.00

| Task | Description | Principal- in-Charge | Sr. Project Manager | Project Manager | Sr. Project Engineer | Project Engineer | Associate Engineer | Assistant Engineer | C-ADD Designer | Project Admin/ Clerical | Labor Hours Total | Labor Cost Total |
|--|---|-------------------------|---------------------------|--------------------|-------------------------|---------------------|-----------------------|-----------------------|-------------------|-------------------------------|-------------------------|---------------------|
| | | | | | | | | | | | | |
| A Kick Off Meeting | | | | | | | | | | | | |
| 1 | Prepare Work Plan | | | 8 | | | | | | 2 | 10 | \$1,932 |
| 2 | Prepare Project Schedule | | | 4 | | | | | | 1 | 5 | \$966 |
| 3 | Prepare Draft Shut Down Plan | | | 2 | | | | | | 2 | 2 | \$442 |
| 4 | Submit Confined Space Plan and Certificates | | | | 2 | | | | | 2 | 4 | \$576 |
| 5 | List of Proposed Repair Materials | | | 2 | | | | | | | 2 | \$442 |
| 6 | Preliminary environmental information on soil testing, removal and disposal | | | 2 | | | | | | 2 | 4 | \$606 |
| B Field Meetings | | | | | | | | | | | | |
| 1 | First Field Meeting (To be held concurrently w/ kick off | | | 1 | | | | | | 2 | 3 | \$385 |
| 2 | Second Field Meeting | | | 6 | | | | | | 2 | 8 | \$1,490 |
| C Pipe Evaluation - First 24 Hour Shut Down | | | | | | | | | | | | |
| | Pipe Evaluation to include Video Documentation to within a 2 foot location using a location wheel. The thickness of the pipe will be determined, the ovality of the pipe will be measured, pipe cracks, joint displacement, invert erosion, debris and settlement, material buildup, root intrusion, and the condition of the manholes shall be documented. Based on the Site visit on January 7th, 2015. | | | 8 | 24 | | | | | 4 | 36 | \$7,040 |
| D Second 24 Hour Shut Down | | | | | | | | | | | | |
| 1 | 10% of Pipe Length Crack Repair | | | 2 | 2 | | | | | | 4 | \$854 |
| 2 | 15% of Pipe Length Slabbing & Spalling Repair | | | 2 | 2 | | | | | | 4 | \$854 |
| 3 | Demolition of 6 inch Thick Slab and Placement of Manway | | | 2 | 2 | | | | | | 4 | \$854 |
| | | | | | | | | | | | \$4,964 | |
| | | | | | | | | | | | \$1,875 | |
| | | | | | | | | | | | \$7,040 | |
| | | | | | | | | | | | \$5,536 | |



| | | | | | | | | | |
|---|--|----|----|----|-----------------|---------|----|---------|----------|
| 4 | Placement of Second Manway Extension | 2 | 2 | 4 | \$854 | | | | |
| 5 | Assume one leak at the manhole shown on Figure 2 & 3. Provided cost to document what needs to be done in terms of environmental requirements. Leak Repair & Backfill. Assume 20 cubic yards of soil are impacted. Assume one pulled joint to be repaired | 2 | 2 | 4 | \$854 | | | | |
| 7 | Restore site to pre existing conditions. | 2 | 2 | 2 | \$412 | | | | |
| E General Construction Requirements | | | | | | | | | |
| 1 | Dewatering and Cleaning | 4 | 4 | 8 | \$1,708 | | | | |
| 2 | Shut Down Requirements | 4 | 4 | 8 | \$1,708 | | | | |
| 3 | Approval of Shut Down | 4 | 4 | 8 | \$1,708 | | | | |
| 4 | Required Materials | 4 | 4 | 8 | \$1,708 | | | | |
| 5 | Meeting and Site Visits | 4 | 4 | 8 | \$1,708 | | | | |
| 6 | Site Requirements | 4 | 4 | 8 | \$1,708 | | | | |
| F Safety Requirements | | | | | | | | | |
| 1 | General | 2 | 2 | 4 | \$854 | | | | |
| 2 | Confined Space Entry | 2 | 2 | 4 | \$854 | | | | |
| G Report | | | | | | | | | |
| 1 | Draft Report | 4 | 2 | 12 | 16 | 24 | 8 | 72 | \$13,474 |
| 2 | Final Report | 4 | 2 | 8 | 12 | 14 | 6 | 54 | \$9,916 |
| H Construction Administration Assistance | | | | | | | | | |
| 1 | Construction Management | 8 | 4 | 4 | 4 | 16 | 16 | \$2,920 | |
| 2 | Approval of Repairs | 8 | 4 | 4 | 4 | 16 | 16 | \$2,920 | |
| 3 | Kick Off Meeting | 8 | 4 | 4 | 4 | 16 | 16 | \$2,920 | |
| 4 | Attend two field meetings | 16 | 8 | 8 | 4 | 28 | 28 | \$5,512 | |
| 5 | Document Preparation | 8 | 4 | 4 | 4 | 16 | 16 | \$2,920 | |
| I Post Construction Assistance | | | | | | | | | |
| 1 | Prepare Record Drawings | 4 | 16 | 4 | 24 | \$4,508 | | | |
| 2 | Submit information on repair materials and methods | 4 | 8 | 4 | 16 | \$2,860 | | | |
| Total | | | | | | | | | |
| | | | | | \$10,248 | | | | |
| | | | | | \$23,390 | | | | |
| | | | | | \$17,192 | | | | |
| | | | | | \$7,368 | | | | |



| | | | | | | | | | | | | |
|------------------------|-------|-------|---------|---------|-------|-------|-------|-------|-------|---------|----|----------|
| Subtotal | 0 | 0 | 33 | 26 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | 74 |
| Hourly/Unit | \$283 | \$247 | \$221 | \$206 | \$185 | \$165 | \$134 | \$134 | \$134 | \$82 | | |
| Total Direct Labor/ODC | \$0 | \$0 | \$7,293 | \$5,356 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,230 | | \$79,321 |



RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO. 14-0410

Date: 1/13/2015

0

| Task | Description | Travel (Airfare) (per Trip) | (Hotel/Per Diem/Rent- A-Car) (per Day) | Depth to Rebar Meter | Truck | Jameson Engineering Inc. | Mileage | UT Meter | ODC Total | Total Labor and ODC |
|---|--|-----------------------------|--|----------------------|-------|--------------------------|---------|----------|-----------------|---------------------|
| A | Kick Off Meeting | | | | | | | | \$0 | \$4,964 |
| 1 | Prepare Work Plan | | | | | | | | \$0 | \$1,932 |
| 2 | Prepare Project Schedule | | | | | | | | \$0 | \$966 |
| 3 | Prepare Draft Shut Down Plan | | | | | | | | \$0 | \$442 |
| 4 | Submit Confined Space Plan and Certificates | | | | | | | | \$0 | \$576 |
| 5 | List of Proposed Repair Materials | | | | | | | | \$0 | \$442 |
| 6 | Preliminary environmental information on soil testing, removal and disposal | | | | | | | | \$0 | \$606 |
| B | Field Meetings | | | | | | | | \$1,568 | \$3,443 |
| 1 | First Field Meeting (To be held concurrently w/ kick off meeting) | | | | 1 | \$552 | 200 | | \$784 | \$1,169 |
| 2 | Second Field Meeting | | | | 1 | \$552 | 200 | | \$784 | \$2,274 |
| C | Pipe Evaluation - First 24 Hour Shut Down | | | | | | | | \$16,617 | \$23,657 |
| Pipe Evaluation to include Video Documentation to within a 2 foot location using a location wheel. The thickness of the pipe will be determined, the ovality of the pipe will be measured, pipe cracks, joint displacement, invert erosion, debris and settlement, material buildup, root intrusion, and the condition of the manholes shall be documented based on the | | | | | | | | | | |
| 1 | measured, pipe cracks, joint displacement, invert erosion, debris and settlement, material buildup, root intrusion, and the condition of the manholes shall be documented based on the | 1 | 1 | 1 | 1 | \$15,524 | 200 | 1 | \$16,617 | \$23,657 |
| D | Construction and Repair - Second 24 Hour Shut Down | | | | | | | | \$61,221 | \$66,757 |
| 1 | 10% of Pipe Length Crack Repair | | | | | \$7,762 | | | \$7,762 | \$8,616 |
| 2 | 15% of Pipe Length Slabbing & Spalling Repair | | | | | \$7,762 | | | \$7,762 | \$8,616 |
| 3 | Demolition of 6 inch Thick Slab and Placement of | | | | | \$9,124 | | | \$9,124 | \$9,978 |



| | | | | | |
|---|---|-----|----------|----------|----------|
| 4 | Placement of Second Manway Extension. Assume one year at the manhole shown on Figure 2 & 3. Provided cost to document what needs to be done in terms of environmental requirements. | 1 | \$9,125 | \$9,125 | \$9,979 |
| 5 | Leak Repair & Backfill. Assume 20 cubic yards of soil are impacted. Assume one pulled joint to be repaired. | | \$12,237 | \$12,469 | \$13,323 |
| 6 | Restore site to pre existing conditions. | | \$12,237 | \$12,237 | \$13,091 |
| 7 | | | \$2,742 | \$2,742 | \$3,154 |
| E General Construction Requirements | | | | | |
| 1 | Dewatering and Cleaning | | | \$0 | \$10,248 |
| 2 | Shut Down Requirements | | | \$0 | \$1,708 |
| 3 | Approval of Shut Down | | | \$0 | \$1,708 |
| 4 | Required Materials | | | \$0 | \$1,708 |
| 5 | Meeting and Site Visits | | | \$0 | \$1,708 |
| 6 | Site Requirements | | | \$0 | \$1,708 |
| F Safety Requirements | | | | | |
| 1 | General | | | \$0 | \$854 |
| 2 | Confined Space Entry | | | \$0 | \$854 |
| G Report | | | | | |
| 1 | Draft Report | 200 | | \$112 | \$23,502 |
| 2 | Final Report | | | \$0 | \$9,916 |
| H Construction Administration Assistance | | | | | |
| 1 | Construction Management | | | \$0 | \$17,192 |
| 2 | Approval of Repairs | | | \$0 | \$2,920 |
| 3 | Kick Off Meeting | | | \$0 | \$2,920 |
| 4 | Attend two field meetings | | | \$0 | \$5,512 |
| 5 | Document Preparation | | | \$0 | \$2,920 |
| I Post Construction Assistance | | | | | |
| 1 | Prepare Record Drawings | | | \$0 | \$7,368 |
| 2 | Submit information on repair materials and methods | | | \$0 | \$4,508 |
| | | | | \$0 | \$2,860 |



| | | | | | | |
|----------------------------|-------|------|-------|----------|----------|-----------|
| 1 | 1 | 1 | 4 | 77617 | 1000 | 1 |
| \$350 | \$351 | \$85 | \$120 | \$1 | \$0.56 | \$75 |
| \$350 | \$351 | \$85 | \$480 | \$77,617 | \$560 | \$75 |
| | | | | | \$79,518 | \$158,839 |
| GRAND TOTAL ESTIMATED COST | | | | | | |
| | | | | | | \$158,839 |

Quote # 02212 (Revised)

DATE: 12, January 2015
TO: V & A Consulting Engineers
ATTENTION: Jose Villalobos, PE
REFERENCE: CCWRF Inspection of the 72 inch Mixed Liquor Pipeline
(Project Number EN15048.00)

Dear Jose,

We propose to do the following for the price total of **\$77,617.00** (*Seventy Seven Thousand Six Hundred Seventeen and no/100 Dollars*). This includes all applicable taxes.

Jamison Engineering Contractors will provide all labor, necessary equipment and material to perform and complete the following scope of work for this project:

1. Support confined space entry and confined space rescue for the inspection of approximately 375 feet of concrete reinforced piping that conveys secondary effluent wastewater from the aeration basins to the secondary clarifier diversion structure. Confined Space Entry and Rescue support will be for two (2) 24 hour shutdown periods.
 - The first 24 hour shutdown period will be for purposes of supporting all necessary activities related to obtaining a thorough inspection of the pipeline and associated structures. This will include all necessary dewatering and cleaning of the pipeline.
 - The second 24 hour shutdown period will be for purposes of supporting all necessary activities to complete/finish any needed repairs found in the first shutdown period. Repairs in the second 24 hour shutdown period are based on mechanical repairs (if needed). (*There are no known 'chemical' based repair materials that could be successfully applied and fully cure within a 24 hour shutdown period*).
2. Provide all necessary paperwork related to Confined Space Entry requirements such as writing a Job Hazard Analysis/Confined Space Entry and Rescue Procedures, and obtain Lock and Tag Procedures. Attend all necessary meeting with IEUA project management and Safety personnel and obtain all necessary Safety requirement approvals prior to the start of the project.

3. Provide the necessary soil assessment/removal/remediation that will be excavated at entry point #2. *This will be based on having up to 20 cubic yards of soil that will need to be removed, contained, tested and legally disposed of per RCRA (Resource Conservation Recovery Act Program) standards.* Excavate entry point #2 to expose the circumference of the 72" pipe that meets the existing concrete structure and inspect the joints for any further damage or leaking and repair as needed to prevent further leaks. Provide all necessary shoring that may be needed for this excavation. Repair/remediate leaking joint and any additional leaks detected after inspection of the complete circumference of the 72" pipeline where it meets the existing concrete structure. Back-fill and compact around the concrete structure and install new Manway and new concrete slab on top of existing concrete structure at Entry Point #2.
4. Remove 6" concrete slab to expose the 54" manhole at entry point #1. (As stated in the IEUA RFP). Construct and install new manway extension for entry points #1, and replace 6" slab after installing new manway. The manway will extend at least 8" above grade. *Note: All manways will be constructed with 1/4" thick 316 type stainless steel. The manway will be placed onto the existing concrete structure using 1/2" x 4 1/2" 316 type stainless steel wedge anchors with a 1/4" thick neoprene gasket. The manway covers will be 1/4" thick 316 stainless steel and with a 1/4" neoprene gasket and bolted with 1 1/2" x 1/2" 316 type stainless steel bolts, washers and nuts. All new concrete slabs will have #2 rebar installed to help resist cracking of concrete.*
5. Repair/replace (as needed) any concrete walkways and sprinkler lines, and sprinkler control lines that may be affected by excavation and concrete pad replacement.

Quote breakdown is as follows:

1.) Two 24 hr. plant shutdown periods:

• **First Plant Shutdown Costs:**

| | |
|------------------------------|--------------------|
| Labor: | \$6,868.00 |
| Vehicles/Equipment: | \$5,364.00 |
| Materials: | \$250.00 |
| Outside Contractors (Vactor) | \$1,190.00 |
| Rentals (Pumps) | \$1,852.00 |
| Subtotal = | \$15,524.00 |

Note: Please refer to #1 under Notes/Exclusions

• **Second Plant Shutdown Costs:**

| | |
|---|--------------------|
| Labor: | \$6,868.00 |
| Vehicles/Equipment: | \$5,364.00 |
| Materials: | \$250.00 |
| Outside Contractors (Vactor & Backhoe): | \$1,190.00 |
| Rentals (Pumps) | \$1,852.00 |
| Subtotal = | \$15,524.00 |

Note: Please refer to #1 under Notes/Exclusions

2.) Administrative costs as related to Safety paperwork/meetings:

| | |
|--------|------------|
| Labor: | \$1,104.00 |
|--------|------------|

3.) Soil removal/remediation, etc. at Entry Point #2:

| | |
|--|--------------------|
| Geologists & Soil Testing: | \$2,542.00 |
| Soil containment, transport, disposal: | \$5,233.00 |
| Labor: | \$5,349.00 |
| Vehicles and equipment: | \$2,300.00 |
| Materials: | \$6,950.00 |
| Rentals (shoring) | \$450.00 |
| Outside Services (Backhoe) | \$1,650.00 |
| Subtotal= | \$24,474.00 |

Note: Please refer to #3 under Notes/Exclusions

4. Remove 6" concrete slab at Entry Point #1 and install fabricated Manway and new concrete slab.

| | |
|----------------------------|-------------|
| Labor: | \$5,349.00 |
| Vehicles and equipment: | \$2,300.00 |
| Materials: | \$8,950.00 |
| Outside Services (Backhoe) | \$1,650.00 |
| Subtotal = | \$18,249.00 |

6. Repair/replace (as needed) any concrete walkways and sprinkler lines, sprinkler control lines, and that may be affected by excavation and concrete pad replacement.

| | |
|------------|------------|
| Labor: | \$1,992.00 |
| Materials: | \$750.00 |
| Subtotal = | \$2,742.00 |

Grand Total = \$77,617.00

Notes/Exclusions:

#1:

- **Mechanical repair materials (such as WECO seals for joint repairs) are not included. The costs plus 15% and sales taxes will be added.**
- **WECO seals must be individually measured and ordered depending on the intended repair site, intended type of repair and/or joint configuration. The cost for a WECO seal can vary based on the intended repair site and can be from \$1,500.00 to \$7,500.00 (estimate) per seal.**
- **Installation of a WECO seal (labor cost) can also vary depending on the type of repair and repair site configuration – subsequently - estimating the time needed to install any number of WECO seals is difficult and cannot be accurately predicted.**
- **Since the amount of mechanical repairs will be unknown until a complete pipe inspection is completed – additional costs for labor, vehicles & equipment, outside services, and rentals will be added for each subsequent 24 hour shutdown period. Labor rates for additional shutdown periods will be based on a 12 (twelve) hour work period in order to maximize the working time for each plant shut down period.**
- **Labor costs for the two (2) plant shutdown periods are based on 12 hour work shifts (8 hours at regular hourly rates and 4 hours at 1 ½ times regular hourly rates).**

#3:

- A certified soil geologist and project manager for the geologist is required for the soil testing. Testing of soil will be taken at three (3) levels: surface, midpoint, and bottom of excavation. Lab soil testing will consist of: **BTEX** (benzene, toluene, ethylbenzene, and xylenes), and **TPH** (total petroleum hydrocarbons).
- Soil removal, containment and disposal based on having **up to 20 cubic yards of soil. This quote is based on the assumption that the soil will be determined to be CA (California) Non-Hazardous.**
- **If the soil is determined to be CA-Hazardous or RCRA-Hazardous; extra charges for transportation and disposal will be added.** (*CA-Hazardous is as defined in the "California Hazardous Waste Control Law", and RCRA-Hazardous is defined in the federal related "Resource Conservation Recovery Act"*).

We sincerely appreciate the opportunity to present this quotation. It shall remain firm for thirty days. If you have any questions, please call me at (714) 434-9196.

Respectfully,

Andrew Jamison

Andrew Jamison

AJ/kf

Jamison Engineering Inc.
Rates and Cost to be used Outside of the RFP

Jamison Engineering Contractors, Inc.

2525 S. Yale Street, Santa Ana, CA 92704
(714) 434-9196 Fax: (714) 434-3762

For Work Identified Outside of the Proposal

- Rates Include Overhead and Profit
- Materials, Rentals and Outside Services Will Have a 15% Markup

RATE SHEETS

rates are effective for
7/01/2014 – 6/30/2015

| | <u>ST</u> | <u>OT</u> | <u>DT</u> | |
|-------------------|-----------|-----------|-----------|------------------|
| Craft/Laborer | 79.00 | 99.00 | 121.50 | Admin: 69.00/hr. |
| Craft/Leadman | 85.00 | 109.00 | 131.50 | Travel 35.00/hr. |
| Craft/Foreman | 95.00 | 119.00 | 151.50 | |
| Supervisor | 115.00 | 150.00 | 192.00 | |
| Crane Operator | 95.00 | 119.00 | 151.50 | |
| Welder Fabricator | 137.00 | 161.00 | 203.00 | |

EQUIPMENT RATES:

| | <u>Daily</u> | <u>Hourly</u> |
|--|--------------|---------------|
| Crane | 938.00 | 117.00 |
| Combo Tool Truck | 448.00 | 56.00 |
| Mechanic's Truck | 568.00 | 71.00 |
| Ford Stake bed Truck | 296.00 | 37.00 |
| Dump Truck | 664.00 | 83.00 |
| Utility Truck | 200.00 | 25.00 |
| Confined Space Entry Equipment/SCBA | 624.00 | 78.00 |
| Trailer Mounted Manhole Blower | 432.00 | 54.00 |
| Water Trailer (Buffalo) | 208.00 | 26.00 |
| Compressor w/Jackhammer | 272.00 | 34.00 |
| Welding Trailer | 208.00 | 26.00 |
| 26 KV Generator | 280.00 | 35.00 |

| | | |
|-----------------------------------|--------------|---------|
| 4" Pump: Submersible | 264.00 | 33.00 |
| 6" Pump: Submersible | 352.00 | 44.00 |
| 4" Discharge Hose | 19.00/50 ft. | Minimum |
| 6" Discharge Hose | 37.00/50 ft. | Minimum |
| 2" submersible Pump (electric) | 72.00 | 9.00 |
| 1-1/2" x 50' Flood Hose | 15.00 | Minimum |
| Garden Hose Pump | 16.00 | 2.00 |
| Diaphragm Pump | 80.00 | 10.00 |
| Welding Machine | 120.00 | 15.00 |
| Air Arc | 19.00 | 2.50 |
| Demo Torch Set-Up | 208.00 | 26.00 |
| Concrete Saw (walk behind) | 312.00 | 39.00 |
| Chain Saw | 112.00 | 14.00 |
| Skill Saw | 25.00 | Minimum |
| Gas Power Cut-Off Demo Saw | 102.00 | 15.00 |
| Chop Saw | 45.00 | Minimum |
| Grinder | 27.00 | Minimum |
| Grinding Wheel | 13.00 | Minimum |
| Vibe- Plate | 120.00 | 16.00 |
| Rotor Hammer | 80.00 | 10.00 |
| Wacker | 144.00 | 18.00 |
| Power Puff | 120.00 | 15.00 |

| | | |
|--|-----------------|---------|
| Manhole Blower | 64.00 | 8.00 |
| Generator-small | 67.00 | 9.00 |
| Elec. 30lb Chipping Gun | 80.00 | 10.00 |
| 1" Drive Impact | 72.00 | 9.00 |
| ¾" Impact | 64.00 | 8.00 |
| Transit | 64.00 | 87.00 |
| Grade Level Laser | 176.00 | 22.00 |
| Laser Level | 70.00 | Minimum |
| Line Unit | 152.00 | Minimum |
| Davit Arm | 264.00 | 33.00 |
| A-Frame w/wench | 80.00 | 10.00 |
| Tripod | 158.00 | 20.00 |
| Full Body Harness | 40.00 | 5.00 |
| 4 Way Gas detector/GT402 | 160.00 | 20.00 |
| 2-way Radios | 80.00 | 10.00 |
| Extension Ladder | 20.00 (14'-36') | Minimum |
| Asphalt Torch | 20.00 | Minimum |
| Cement Mixer | 64.00 | 8.00 |
| Porta Power | 56.00 | 7.00 |
| Small Air Compressor | 96.00 | 12.00 |
| Pole Hole Auger | 120.00 | 15.00 |
| 24'-Self Contained Confined Space/ Office Trailer | 125.00 | Minimum |
| Car & Enclosed Utility Trailers | 63.00 | Minimum |
| Office Trailer | 20.00 | Minimum |



CONTRACT AMENDMENT NUMBER: 4600001551-002
FOR
RP-4 PROCESS IMPROVEMENTS

THIS AMENDMENT TWO 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 "IEUA"), and IDS Group, Inc. of Irvine, California (hereinafter referred to as "Consultant"), to provide professional engineering services in support of Project EN14018.00, and shall revise the Contract as amended:

REVISE SECTION FOUR, SCOPE OF WORK AND SERVICES, TO ADD:

Consultant shall furnish additional professional services outlined in Consultant's revised proposal dated January 28, 2015, attached hereto, referenced herein, and made a part hereof as **Attachment 1**.

REVISE SECTION 5., TERM, TO READ:

The term of this Contract shall extend from the date of the Notice to Proceed and terminate on August 31, 2016 unless agreed to by both parties, reduced to writing, and amended to this Contract.

REVISE SECTION SIX, COMPENSATION, TO ADD:

Note: Task Orders 1-8 are herein adjusted-up on a line item basis from the original Contract amounts listed.

Additional compensation in the amount totaling **\$105,110.00** is hereby added in accordance with **Attachment 1**, incorporated herein and made a part hereof. In compensation for the work represented by this contract amendment, Agency shall pay Consultant a NOT-TO-EXCEED maximum adjusted Contract total of **\$204,080.00** for all services provided.

SECTION 9.F., SUBMITTAL OF CERTIFICATES, IS CHANGED IN PART TO READ:

Consultant shall submit all required certificates and endorsements to the following:

Attn. Ms. Angela Witte, Risk Specialist
Contracts and Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709-0902

SECTION 16., NOTICES, IS CHANGED IN PART TO READ:

Agency: Warren T. Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709-0902

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

IDS GROUP, INC.:

P. Joseph Grindstaff
General Manager

(Date)



Said Hilmy, Ph.D.
Principal-in-Charge

02/11/2015

(Date)

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| | | |
|---------------------|--------|---------|
| Pipe Groover | 120.00 | 15.00 |
| Pipe Machine | 82.00 | Minimum |
| Pipe Dolly | 80.00 | 10.00 |
| Magnetic Base Drill | 80.00 | 10.00 |
| Core Drill W/ 1 Bit | 150.00 | 18.75 |
| Fire Monitor | 96.00 | 12.00 |
| Shop Vac. Wet/Dry | 56.00 | 7.00 |
| Portable Fan | 56.00 | 7.00 |
| Canopy/EZ-Up | 45.00 | Minimum |
| 6" GAS FLAP | 82.00 | ----- |
| 10" GAS FLAP | 108.00 | ----- |
| Coveralls | 8.00 | Minimum |
| Gloves | 2.00 | Minimum |

NOTE: Rates DO NOT include delivery charges, fuel charges or environmental charges.

All Materials, Rentals, Outside Services, Fuel, Permits, Licenses and Bonds will be cost + 15%.

Attachment 1

1/28/15

Mr. Adham Almasri
Inland Empire Utilities Agency
6075 Kimball Ave., Building B
Chino, CA 91708

**Subject: Proposal for Engineering Services for a New Chlorine Injection Facility
Regional Recycling Water Plant No. 4 (RP-4) (Revised)**

Mr. Almasri:

The IDS group is pleased to submit a revised proposal to provide engineering services for the above referenced project.

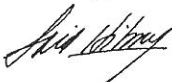
After meeting with IEUA staff, reviewing the technical documents provided by the maintenance group, conducting a site visit, and reviewing existing As Built Plans, we proposes amending the existing agreement to revise the scope of work to better suit the Agency's needs. The revised scope will relocate the bleach containment facilities to a new location, replace the automated overflow gate, and rehab the portion of the original dosing building affected by the removal of the bleach tanks.

Find enclosed a copy of the revised scope which is labeled as Exhibit "A" along with the corresponding fee matrix for your use in preparing contract documents. The total additional fee for this project is \$204,080.00 as shown in the fee matrix.

We have enjoyed working on various IEUA projects and look forward to continuing to serve your agency.

Feel free to contact me should you have any questions at (949) 387-8500.

Sincerely,



Said Hilmy, Ph.D., S.E., LEED AP
Principal

EXHIBIT A

Request for Proposals for Engineering Services for a New Chlorine Injection Facility Regional Recycling Water Plant No. 4 (RP-4)

Located in the City of Rancho Cucamonga, the Regional Water Recycling Plant No. 4 (RP-4) has been in operation and producing recycle water since 1997. RP-4 includes several treatment processes that contribute to providing a quality recycle water pursuant to the State of California Title 22 regulations. The major treatment processes include raw wastewater pumping, preliminary and primary treatment, primary effluent flow equalization and diversion, secondary treatment and tertiary treatment. In addition, each treatment processes is integrated with instrumentation and control systems for controlling and monitoring various aspects of their operations.

Regional Recycling Water Plant No. 4 (RP-4) contains a centralized sodium hypochlorite tank farm which feeds sodium hypochlorite to the chlorine contact basins and filters. The existing piping to the chlorine contact basin from this centralized tank farm consists of approx. 600 linear feet of piping under the paved road. A portion of this pipeline has been damaged recently.

The objective of the project is to design and construct a new relocated chlorination sub-facility to service the existing chlorine contact basins at (RP-4). The new facility shall be designed such to provide for the capacity required currently for (14 MGD) with a potential expansion to a capacity needed in the future of (21 MGD).

The new injection facilities shall consist of a sodium hypochlorite chemical tank with secondary containment enclosed in a proper size building. In addition, the project shall relocate the existing automated metering pump equipment and install new solution delivery pipeline(s) connecting to an existing chemical mixing and injection equipment. The instrumentation & controls for a complete automated system shall have to be designed and implemented as part of the scope. Contractor shall cap and abandon in place the existing chlorination pipeline. For details of existing location of sodium hypochlorite pipelines, pumps and tanks please refer to the attached plans.

The project Scope of Services shall include the following:

Task 1 – Design Overall

1. Consultant shall prepare the design including drawings and specifications in two phases (50% and 100%) and shall prepare the bid set as a final set.
2. Consultant shall meet the deliverable dates as per the attached Project Schedule
3. Consultant shall prepare the Preliminary Engineer's Estimate of Probable Construction Cost at the 50% and 100% design submittal milestones.
4. Consultant shall implement design requests by IEUA for the project.

Task 2 – Preliminary Engineering Design Report/ Design Development

1. Consultant shall prepare a Request for Existing Data which shall generally consist of reports, master plans, design plans, specifications, O&M manuals and water quality test data for the existing chlorination facilities at the site.
2. Consultant shall attend a project Kick-off Meeting at the project site for the purpose of discussing the project objectives, obtaining the pre-requested data, touring the site and discussing the project design with IEUA staff.
3. Consultant shall review the existing data and performance and develop a Preliminary Engineering Design Report (PDR) which shall contain:
 - a) Preliminary layout of the facilities including current and future footprint requirements
 - b) A facility site analysis to determine the best location for the new facilities. Consultant shall review the facilities Master Plan layout to ensure the location for this facility shall not conflict with the future expansion of the facility.
 - c) Preliminary sizing of chemical storage
 - d) Preliminary instrumentation and control diagrams for the injection facility

- e) Develop preliminary control strategies, alarming, and process function descriptions
 - f) Preliminary location and supply alignments for auxiliary wet and dry utilities for the facilities.
4. Consultant shall submit the PDR to IEUA for review and shall make necessary corrections as requested by IEUA.
 5. Consultant shall attend as needed (no limit) project meetings at the site for the purpose of reviewing design development progress and assessing additional design alternatives. One of the additional meetings shall be for reviewing and receiving comments from IEUA on the PDR.

Task 3 – Civil Site Design Plans & Specifications

1. Based on approval of the PDR by IEUA, Consultant shall prepare 50% plans for the Civil Site design which shall include grading, paving and access to the new facility, inter-tie field piping and alignments for process connections and improvements to wet and dry utilities to support the new facility building.
2. Consultant shall submit 50% plans to IEUA for review and attend a meeting with IEUA to review and receive comments on the 50% design
3. Upon approval of the 50% design, Consultant shall complete the Civil Design Plans & Specifications to a 100% level for public bid.

Task 4 – Structural Design Plans & Specifications

1. Based on approval of the PDR by IEUA, Consultant shall prepare 50% plans for the Structural Design of the new chlorine injection facilities. The design work shall include a new enclosed control and metering building, concrete secondary containment for the chemical tanks, a steel shade canopy structure over the chemical tanks, seismic restraining of the tanks and chemical field piping and various equipment foundations and supports.
2. Consultant shall submit 50% plans to IEUA for review and shall attend a meeting with IEUA to review and receive comments on the 50% design
3. Upon approval of the 50% design, Consultant shall complete the Structural Design Plans & Specifications to a 100% level for public bid.
4. Consultant shall prepare Final Structural Calculations for all structures as required by the latest adopted CBC.
5. Consultant shall prepare plans for the demolition of the concrete containment walls and rehab concrete surfaces for the affected areas within existing dosing building.
6. Consultant shall provide Architectural Details for the work associated with the rehab of the dosing building.

Task 5 – Mechanical Process Design Plans & Specifications

1. Based on approval of the PDR by IEUA, Consultant shall prepare 50% plans for the Mechanical Process Design of the new chlorine injection facilities. The design work shall include all required tanks, valves, piping and fittings required for a fully functional chlorine injection system. Piping shall be connected to the existing injection mixing system.
2. Existing metering equipment shall be relocated as part of this design and shall include 100% redundancy in capacity and functionality.
3. Mechanical mixing and temperature monitoring / control shall be designed into the new facility for both the tanks and process piping to ensure constant and consistent chemical delivery.
4. Analyze existing ventilation system of existing dosing building for adequacy and design modifications.
5. Replacement of automated pneumatic overflow gate and equipment.
6. Existing chlorination pipeline shall be capped and abandoned in place.
7. Upon approval of the 50% design, Consultant shall complete the Mechanical Process Design Plans & Specifications to a 100% level for public bid.

Task 6 – Electrical Design Plans & Specifications

1. Based on approval of the PDR by IEUA, Consultant shall prepare 50% plans for the Electrical Design of the new chlorine injection facilities. The design work shall include all required modifications to the existing electrical system, extension of electrical and communication services to the new facilities, distribution of electrical to equipment and instruments, and interior and exterior lighting of the building. The electrical supply for the new facilities shall be from a source that is verified to have sufficient back-up capacity from an existing automatic secondary connection or on-site emergency electrical generator.

2. The electrical design shall be compliment with NEC and NFPA 820.
3. Upon approval of the 50% design, Consultant shall complete the Electrical Design Plans & Specifications to a 100% level for public bid.

Task 7 – Instrumentation & Control Design Plans & Specifications

1. Based on approval of the PDR by IEUA, Consultant shall prepare 50% plans for the Instrumentation & Control Design of the new chlorine injection facilities. The design work shall include Process & Instrumentation Diagrams, PLC Network Diagrams, and typical instrumentation and equipment field wiring diagrams.
2. Consultant shall assist IEUA in selection and implementation of new instrumentation equipment which shall automatically control dosing, concentration and contact time to produce Title 22 compliant recycled water.
3. Control systems shall be selected and specified as to be functional with the existing facilities IT infrastructure as well as provide the highest degree of future utilization with emerging and developing control platforms.
4. Consultant shall develop specifications for all instruments, PLCs, OITs, and programming and configuration software(s) needed to implement the project.
5. Consultant shall develop specifications for programming and screen development required to integrate the new injection facility controls with the plant's existing SCADA and alarming system.
6. Upon approval of the 50% design, Consultant shall complete the Mechanical Process Design Plans & Specifications to a 100% level for public bid.

Task 8 – Services and Support During Construction

1. Consultant shall provide review and responses to all related project RFIs as requested by IEUA
2. Consultant shall provide technical review and approval of project submittals requested by IEUA
3. Consultant shall receive from the contractor and the equipment manufacturer, O&M manuals for process equipment and materials. Consultant shall utilize these documents to develop and document library for the project which shall accompany and be companion to the O&M manual Consultant shall develop for the specific project. The complete O&M manual shall contain process descriptions, normal and emergency procedures and related technical data required for proper operation of the chlorine injection facilities.
4. Consultant shall provide the services of its engineering and process & instrumentation staff for the start-up, testing, verification and training on the new chlorine injection facilities.
5. Consultant shall attend weekly construction progress meetings via conference call and shall provide as needed (no limit) on-site visits during construction to assist IEUA and the Contractor with completion of the project.
6. Consultant to attend both a mechanical and I&C workshops. Consultant shall address any issues or questions generated during both workshops.
7. Provide Text and Drawings for Change Orders -Prepare text and drawings for change order documents as necessary. Engineer shall provide assistance during construction with cost estimates for RFDs and change orders in order to validate the quotes received from the contractor.
8. Consultant shall prepare "As Built" Drawings.

****END OF SECTION****

IDS Group, Inc.
New Building at RP-4 for Chlorine Injection Facility
28-Jan-14

| Task 1 - Project Management and Overall Design | | | | | | | | | | |
|---|-----------------------------------|-------------|------------------------------|-------------|------------------------|-------------|------------------------|--------------|---------------|-----------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of drawings and project schedule | 2 | 300 | 0 | 0 | 16 | 2000 | 0 | 0 | 0 | 2300.00 |
| 2. Design Concept and Review meeting with IEUA | 2 | 300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 300.00 |
| 3. Prepare Preliminary Engineer's Estimate of Probable Construction Costs | 2 | 300 | 0 | 0 | 16 | 2000 | 18 | 1440 | 0 | 3740.00 |
| 4. Implement design requests | 2 | 300 | 0 | 0 | 12 | 1500 | 0 | 0 | 0 | 1800.00 |
| Total | 8 | 1200 | 0 | 0 | 44 | 5500 | 18 | 1440 | 0 | 8,140.00 |

| Task 2 - Preliminary Engineering Design/Design Development | | | | | | | | | | |
|---|-----------------------------------|-------------|------------------------------|-------------|------------------------|--------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Request existing data (reports, ex. Plans, O&Ms, Water Quality Data) | 8 | 1200 | 0 | 0 | 16 | 2000 | 0 | 0 | 0 | 3200.00 |
| 2. Kick-off mtg. incl. project objectives, obtain requested data, and site tour | 8 | 1200 | 0 | 0 | 8 | 1000 | 0 | 0 | 0 | 2200.00 |
| 3. Attend Design Workshop | 8 | 1200 | 0 | 0 | 8 | 1000 | 0 | 0 | 0 | 2200.00 |
| 4. Review ex. Data and prepare Preliminary Engineering Design Report (PER) | 8 | 1200 | 0 | 0 | 40 | 5000 | 84 | 6720 | 0 | 12920.00 |
| 5. Submit PDR and revise per IEUA Comments | 8 | 1200 | 0 | 0 | 40 | 5000 | 40 | 3200 | 0 | 9400.00 |
| 6. Site/Project team meeting | 8 | 1200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1200.00 |
| Total | 48 | 7200 | 0 | 0 | 112 | 14000 | 124 | 9920 | 0 | 31,120.00 |

| Task 3 - Civil Site Design Plans & Specifications | | | | | | | | | | |
|--|-----------------------------------|-------------|------------------------------|-------------|------------------------|-------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of 50% Design Drawings | 4 | 600 | 0 | 0 | 20 | 2500 | 28 | 2240 | 0 | 5340.00 |
| 2. Submit and Review 50% Drawings with IEUA | 4 | 600 | 0 | 0 | 24 | 3000 | 40 | 3200 | 0 | 6800.00 |
| 3. Design and preparation of 100% Design Drawings & Specifications | 2 | 300 | 0 | 0 | 20 | 2500 | 40 | 3200 | 0 | 6000.00 |
| Total | 10 | 1500 | 0 | 0 | 64 | 8000 | 108 | 8640 | 0 | 18,140.00 |

| Task 4 - Structural Design Plans & Specifications | | | | | | | | | | |
|---|-----------------------------------|-------------|------------------------------|-------------|------------------------|--------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of 50% Design Drawings | 4 | 600 | 8 | 1080 | 24 | 3000 | 40 | 3200 | | 7880.00 |
| 2. Submit and Review 50% Drawings with IEUA | 4 | 600 | 8 | 1080 | 24 | 3000 | 6 | 480 | | 5160.00 |
| 3. Design and preparation of 100% Design Drawings & Specifications | 4 | 600 | 8 | 1080 | 24 | 3000 | 32 | 2560 | | 7240.00 |
| 4. Prepare Final Structural Calculations | 4 | 600 | 8 | 1080 | 16 | 2000 | 6 | 480 | | 4160.00 |
| 5. Demolition and Rehab Concrete Floors of Existing Dosing Building | 4 | 600 | 8 | 1080 | 8 | 1000 | 24 | 3000 | | 5680.00 |
| 6. Architectural Details for Rehab of Existing Dosing Building | 4 | 600 | 0 | 0 | 10 | 1250 | 40 | 3200 | | 5050.00 |
| Total | 20 | 3000 | 40 | 5400 | 96 | 12000 | 108 | 9720 | 0 | 30,120.00 |

| Task 5 - Mechanical Process Design Plans & Specifications | | | | | | | | | | |
|--|-----------------------------------|-------------|------------------------------|-------------|------------------------|--------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of 50% Design Drawings | 2 | 300 | 0 | 0 | 40 | 5000 | 40 | 3200 | | 8500.00 |
| 2. Submit and Review 50% Drawings with IEUA | 4 | 600 | 0 | 0 | 40 | 5000 | 40 | 3200 | | 8800.00 |
| 3. Design Mechanical Mixing Controls, Gate, and Ventilation of Rehab Dosing Building | 4 | 600 | 0 | 0 | 24 | 3000 | 40 | 3200 | | 6800.00 |
| 4. Design and preparation of 100% Design Drawings & Specifications | 2 | 300 | 0 | 0 | 24 | 3000 | 32 | 2560 | | 5860.00 |
| Total | 12 | 1800 | 0 | 0 | 128 | 16000 | 152 | 12160 | 0 | 29,960.00 |

| Task 6 - Electrical Design Plans & Specifications | | | | | | | | | | |
|--|-----------------------------------|-------------|------------------------------|-------------|------------------------|-------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of 50% Design Drawings | 4 | 600 | 0 | 0 | 12 | 1500 | 32 | 2560 | | 4660.00 |
| 2. Submit and Review 50% Drawings with IEUA | 4 | 600 | 0 | 0 | 20 | 2500 | 40 | 3200 | | 6300.00 |
| 3. Design and preparation of 100% Design Drawings & Specifications | 2 | 300 | 0 | 0 | 16 | 2000 | 24 | 1920 | | 4220.00 |
| Total | 10 | 1500 | 0 | 0 | 48 | 6000 | 96 | 7680 | 0 | 15,180.00 |

| Task 7 - Instrumentation & Control Design Plans & Specifications | | | | | | | | | | |
|--|-----------------------------------|-------------|------------------------------|-------------|------------------------|--------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Design and preparation of 50% Design Drawings | 8 | 1200 | 0 | 0 | 40 | 5000 | 60 | 4800 | | 11000.00 |
| 2. Selection & Implementation of New Instrumentation Equipment | 4 | 600 | 0 | 0 | 20 | 2500 | 16 | 1280 | | 4380.00 |
| 3. Select Control Systems to function with ex. Facilities | 4 | 600 | 0 | 0 | 20 | 2500 | 8 | 640 | | 3740.00 |
| 4. Develop Specs for all Instruments, PLCs, OITs, Programming/Configuration Software | 4 | 600 | 0 | 0 | 20 | 2500 | 8 | 640 | | 3740.00 |
| 5. Develop Specs for Programming, Screen Development for New Injection Controls | 6 | 900 | 0 | 0 | 24 | 3000 | 0 | 0 | | 3900.00 |
| 6. Design and preparation of 100% Design Drawings & Specifications | 6 | 900 | 0 | 0 | 24 | 3000 | 48 | 3840 | | 7740.00 |
| Total | 32 | 4800 | 0 | 0 | 148 | 18500 | 140 | 11200 | 0 | 34,500.00 |

| Task 8 - Services and Support during Construction | | | | | | | | | | |
|--|-----------------------------------|-------------|------------------------------|-------------|------------------------|--------------|------------------------|--------------|---------------|------------------|
| | Proj. Manager Hrs. at \$150.00 | Total PM | Sr. Eng. Hrs. at \$135.00 | Total SE | PE Hrs. at \$125.00 | Total PE | CAD Hrs. at \$80.00 | Total CAD | Misc Costs | Total Cost |
| 1. Response to RFIs | 2 | 300 | 16 | 2160 | 40 | 5000 | 0 | 0 | | 7460.00 |
| 2. Review of submittal | 2 | 300 | 16 | 2160 | 40 | 5000 | 0 | 0 | | 7460.00 |
| 3. Collect O&M Data for Processing Equipment & Materials to provide O&M Manual to IEUA | 0 | 0 | 0 | 0 | 28 | 3500 | 0 | 0 | | 3500.00 |
| 4. Provide Engineering and Process & Instrumentation Staff for Start-Up and Training | 2 | 300 | 0 | 0 | 16 | 2000 | 0 | 0 | | 2300.00 |
| 5. Attending Progress meeting (budget 25 meetings) | 8 | 1200 | 16 | 2160 | 52 | 6500 | 0 | 0 | | 9860.00 |
| 6. Prepare As-Builts | 4 | 600 | 4 | 540 | 16 | 2000 | 40 | 3200 | | 6340.00 |
| Total | 14 | 2100 | 48 | 6480 | 176 | 22000 | 0 | 0 | 0 | 36,920.00 |

Total Estimated Fee= **204,080.00**

CONSENT
CALENDAR
ITEM


2K





Date: March 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(03/11/15)

From:  P. Joseph Grindstaff
General Manager

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

Majid Karim 
Acting Manager of Engineering

Subject: Construction Contract Award for the RP-1 Digester Gas System
Evaluation and Improvements

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract award to J.R. Filanc Construction Company for the RP-1 Digester Gas System Evaluation and Improvements, Project No. EN15056, in the amount of \$407,835; and
2. Authorize the General Manager to execute the construction contract.

BACKGROUND

The Agency's Regional Water Recycling Plant No. 1 (RP-1) has been in service for over 70 years. As part of the treatment process the facility generates digester gas (DG). Digester gas is produced within the digesters and conveyed via pipeline to the several consumers within RP-1. The digester gas system is made up of a piping system, gas cleaning equipment and control systems that allow the collection, cleaning and distribution of the digester gas while maintaining permit requirements.

This project has four elements:

- 1) Evaluate the digester gas piping system pressure as assess the piping condition to determine areas of weakness and recommend repairs.

- 2) Improve controls for the emergency digester gas loop release valve (to flare).
- 3) Provide controls for digester sludge feed valve (not related to the gas system).
- 4) Provide pavement in the flare area to improve access for the Operations and Maintenance staff.

The project is necessary to ensure the gas system can flare any excess gas without exceeding the pressures that would require venting to the atmosphere in violation of regulations.

Project predesign work has been done in-house. The four project elements described above will be performed by the approved design-build contractor.

Staff posted this work as a design-build project to the Agency's list of approved minor construction contractors on January 14, 2015.

Below is the table of bid results:

| CONTRACTOR | BID AMOUNT |
|--------------------------|------------|
| J.R. Filanc Construction | \$407,835 |
| W.A. Rasic Construction | \$710,000 |
| Engineering Estimate | \$350,000 |

The Engineering and Construction project management approach to implement all efforts for this project will utilize the Engineering Project Manager, IEUA Construction Manager, augmented consultant staff as necessary, and J.R. Filanc Construction (Contractor). Due to the nature of this project, this will provide consistent coordination and retain centralized decision making in the project's execution.

Below is the projected project budget:

| PROJECT PHASE | PROJECTED COSTS |
|--------------------------------------|------------------|
| Design/Build Contract | \$410,000 |
| Construction Management (IEUA Labor) | \$200,000 |
| Contingency | \$40,000 |
| Total | \$650,000 |
| Project Budget | \$650,000 |

The following is the projected project schedule:

| PROJECT PHASE | DATE |
|-----------------------------|---------------|
| Construction Contract Award | March 2015 |
| Design Completion | July 2015 |
| Project Completion | December 2015 |

RP-1 Digester Gas System Evaluation and Improvements,
Project No. EN15056 Construction Contract Award
March 18, 2015
Page 3 of 3

RP-1 Digester Gas System Evaluation and Improvements Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within systems and facilities to meet essential service demands, meet compliance, and to protect public health and environment.

PRIOR BOARD ACTION

None.

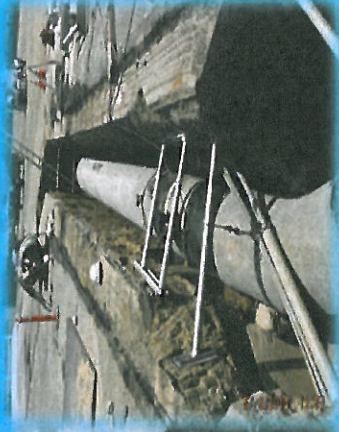
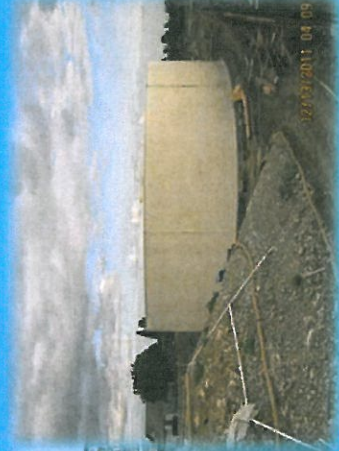
IMPACT ON BUDGET

The RP-1 Digester Gas System Evaluation and Improvements, Project No. EN15056 has a current total project budget of \$180,000 and a FY 2014/15 budget of \$180,000 within the Regional Wastewater Capital Improvement (RC) Fund. An estimated amount of \$180,000 will be spent this fiscal year, which is supported by the current fiscal year appropriation and the current total project budget appropriation. The remaining amount of \$470,000 is anticipated to be spent in FY 2015/16. Augmentation of the total project budget is occurring during the TYCIP FY 2015/16 process.

PJG:CB:MK:jz

RP-1 Digester Gas System Evaluation and Improvements

Project No. EN15056
March 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

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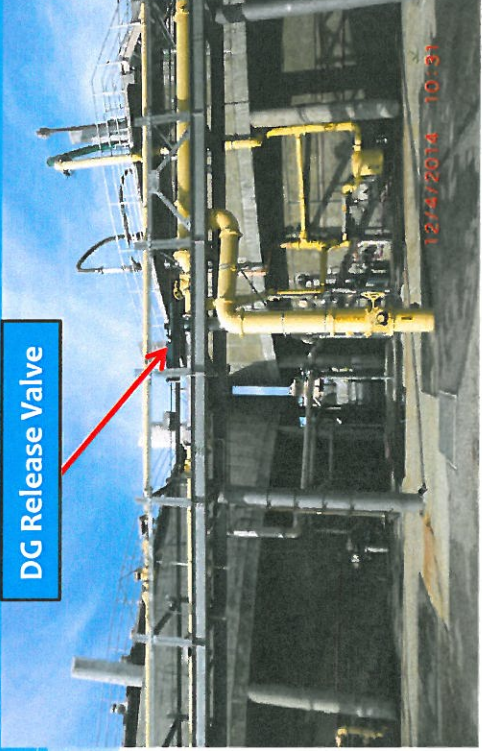
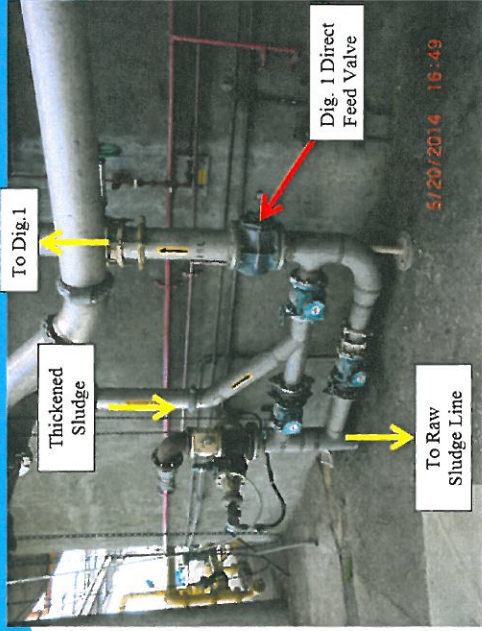
Majid Karim, P.E.,
Acting Manager of Engineering

Jamal Zughbi, P.E.
Project Manager

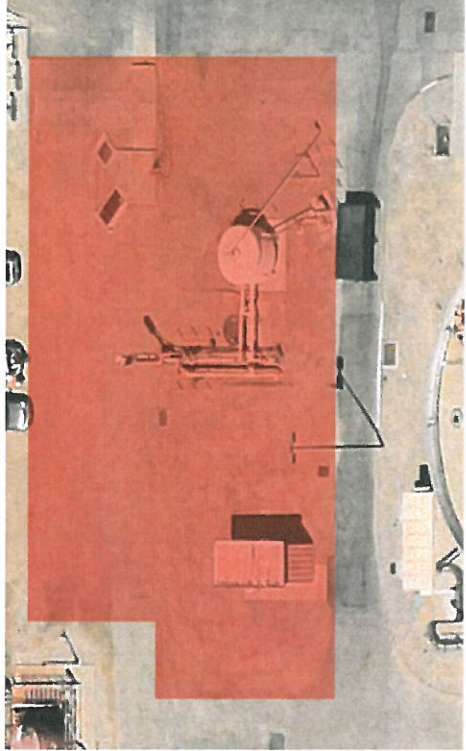
Project Request/Scope

- Construction Contract Award to J.R. Filanc
- The Project has four elements
 - Evaluate digester gas piping system pressure and assess piping condition
 - Upgrade controls on emergency gas release valve
 - New controls for Digester No. 1 sludge feed valve
 - Provide pavement for the flare and piping area
- Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within facilities to meet essential service demands and to protect public health and environment.

Project Scope

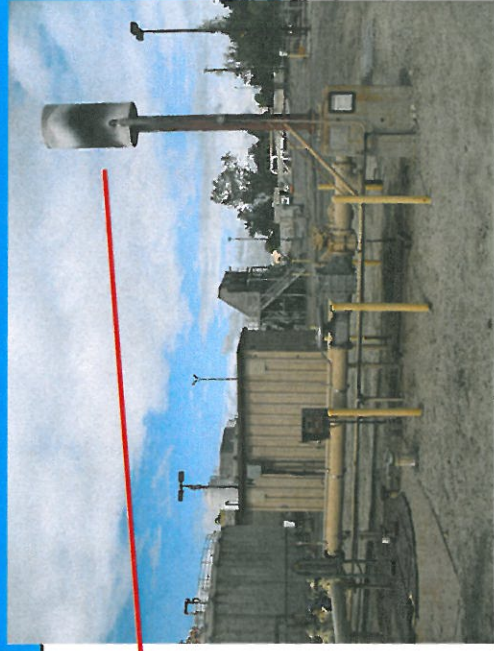


Partial DG Piping

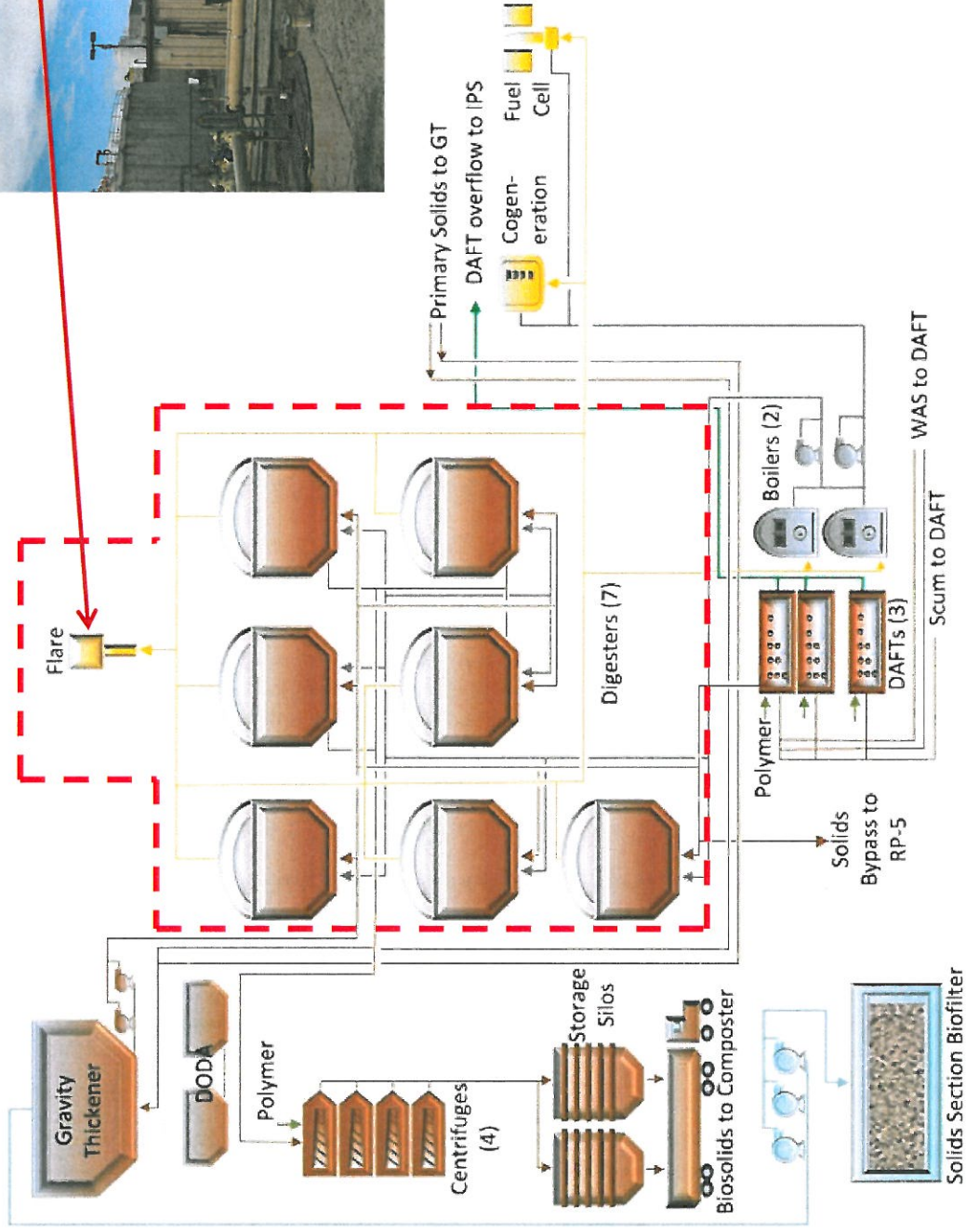


Pavement Limits

Process Diagram



Gas Flare System



Bid Results

| Contractor | Bid Amount |
|--------------------------|------------|
| J.R. Filanc Construction | \$407,835 |
| W.A. Rasic Construction | \$710,000 |
| Engineering Estimate | \$350,000 |

Bid Solicitation

- Design/Build project posted to Agency list of approved minor construction contracts in January 2015

Construction Management Approach

- Internal/Augmented CM : Design-Build
 - Engineering PM and Construction Manager
 - Staff Augmentation as required
 - Agency Operations, Maintenance and Controls

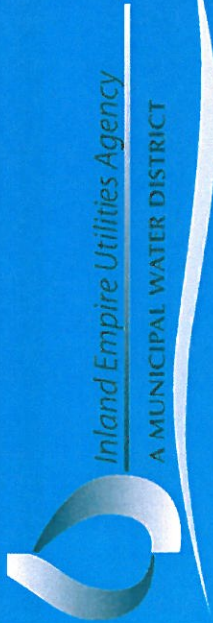
Updated Project Budget and Schedule

| Description | Estimated Cost |
|--------------------------------------|------------------|
| Design/Build Contract | \$410,000 |
| Construction Management (IEUA Labor) | \$200,000 |
| Contingency | \$40,000 |
| Total | \$650,000 |

| Project Phase | Date |
|-----------------------------|---------------|
| Design/Build Contract Award | March 2015 |
| Design Completion | July 2015 |
| Construction Completion | December 2015 |

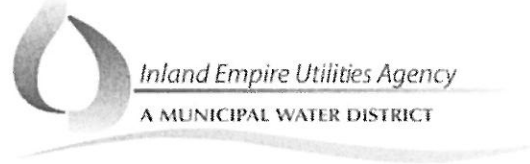
Recommendation

- Staff recommends that the Board of Directors approve the construction contract award to J.R. Filanc Construction Company; and
- Authorize the General Manager to execute the construction contract



Questions?

DRAFT



Date: February 19, 2015

Task Order Number: 1

Contractor: J.R. Filanc Construction Company, Inc.

Contract Number: 4600001738

Project / Task Description: RP-1 Digester Gas System Evaluation & Improvements, Project No. EN15056

I. RECITALS

This Task Order is issued for the procurement of construction services needed in support of Agency Project Number EN15056.00.

Agency and Contractor previously entered into Master Services Contract No. 4600001738. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

1. Scope of Work: Contractor shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in Agency's Request for Proposals RFP-RW-14-078 and all germane addenda and correspondence, all of which is incorporated herein by this reference and made a part hereof.
2. Period of Performance: The term of this Task Order shall extend from the date of the Notice to Proceed, and shall terminate upon acceptance of project's construction by the Agency's cognizant Project Manager, unless agreed to by both parties, reduced to writing, and amended to this Task Order.
3. Compensation: Authorized total payments to Contractor for performance of this firm-fixed price Task Order shall not-to-exceed a **firm-fixed price of \$407,835.00**, referenced herein and made a part hereof as **Exhibit A**. (NOTE: Labor rates are based on submitted rates included in the Master contract.)

4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties:

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

Project Manager: John Scherck, Construction Project Mgr.
Address: 6075 Kimball Avenue, Building "B"
Chino, California 91708
Telephone: (909) 993-1547
Facsimile: (909) 993-1982
Email: jscherck@ieua.org

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

Contractor: David J. Kiess, Vice President
J.R. Filanc Construction Company Inc.
Address: 740 North Andreasen Drive
Escondido, CA 92029
Facsimile: (760) 941-3969
Email: DKiess@filanc.com

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

Inland Empire Utilities Agency:

J.R. Filanc Construction Company Inc.

P. Joseph Grindstaff
General Manager

David J. Kiess
Vice President

Date: _____

Date: _____

Exhibit A

February 10, 2015

Mr. Robert Wallin
Inland Empire Utilities Agency
6075 "A" Kimball Ave.
Chino, CA 91708

Project: RFP-RW-14-078

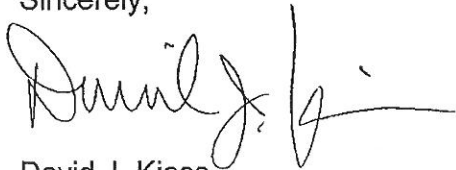
Dear Mr. Wallin:

J.R. Filanc Construction Company is pleased to submit a bid proposal for the RP-1 Digester Gas System Evaluation & Improvements project. Filanc has been performing design-build project delivery for nearly 30 years and is a recognized leader in the delivery process.

We look forward to continuing our relationship with IEUA on this important design-build project.

If you have any questions or require additional information, please contact me at 760-941-7130.

Sincerely,



David J. Kiess
Vice President
J.R. Filanc Construction

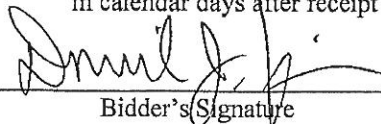
A. **BID PROPOSAL FORM:** The undersigned bidder hereby offers, in the amount stated below, to furnish all applicable costs labor, materials, tools, equipment, apparatus, facilities, transportation fees, taxes and permits for the construction of the RP-1 Digester Gas System Evaluation & Improvements, Project No. EN15056.

TOTAL AMOUNT OF BID : \$ 407,835 dollars
(in numeric figures)

FOUR HUNDRED SEVEN THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS
(written in words)

Lead-time for material prior to project completion
in calendar days after receipt of order

260



Bidder's Signature

DAVID J. KIESS

Print Name

VICE PRESIDENT

Title

(760) 941-7130

Bidder's Phone Number

J.R. FILANC CONSTRUCTION CO., INC.

Company Name

134877 "A"

Contractor's License Number & Type

2/10/2015

Date

PID Engineering

Power and Industrial Design Corporation

STATEMENT
OF
QUALIFICATIONS
AND
EXPERIENCE

PID Engineering

Power and Industrial Design Corporation

CORPORATE PROFILE

PID Engineering is based in San Diego, California, and provides mechanical and electrical engineering services for power, industrial and commercial clients.

PID Engineering is comprised of an engineering staff that has worked closely together for years providing engineering services including:

- Power plant/cogeneration plant detailed design and feasibility studies*
- Industrial and process plant design*
- Compressed natural gas fueling station design*
- Commercial and industrial HVAC and plumbing system design*
- Commercial and industrial power and lighting system design*

Clients include:

- AECOM*
- ARUP*
- Atlantic Power*
- Biola University*
- Calgren Renewable Fuels*
- California Dairies, Inc.*
- California ISO*
- Calpine*
- Chevron Energy Solutions*
- Chula Vista Electric*
- County of San Diego*
- Duke Engineering*
- Emcor Group*
- Energistics*
- Foster Wheeler*
- General Atomics*
- Hamilton-Sundstrand*
- Hawthorne Power Systems*
- Hess Microgen*
- Hunter Industries*

PID Engineering

Power and Industrial Design Corporation

- *ISP Alginates*
- *Johnson & Johnson*
- *Kiewit Pacific*
- *Kyocera America*
- *Miller Coors*
- *NRG Energy*
- *Ogden Environmental and Energy Services*
- *Qualcomm, Inc.*
- *Rosendin Electric*
- *San Diego Gas and Electric*
- *San Diego Unified Port District*
- *San Diego Unified School District*
- *Sempra Energy Solutions*
- *Solar Turbines*
- *Southern California Gas Co.*
- *TIC*
- *TRW*
- *UCSD*

POWER PLANT/COGENERATION PLANT DESIGN

PID Engineering has provided power plant and cogeneration plant design engineering services including:

- *Mechanical and electrical engineering and design as-well-as structural engineering and design (through sub-consultant) for the addition of a 5.0 MW gas turbine and heat recovery steam generator to the existing 5.6 MW cogeneration plant for an ethanol plant in Pixley, California. The cogeneration plant addition consists of one Solar Taurus 60 gas turbine generator set, one Rentech heat recovery steam generator with supplemental firing, a selective catalytic reduction system using anhydrous ammonia, and ancillary equipment. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing*

PID Engineering

Power and Industrial Design Corporation

pipng stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.

- *Mechanical and electrical engineering and design as-well-as architectural and structural engineering and design (through sub-consultants) for a 3.6 MW reciprocating engine cogeneration plant for Kyocera America in San Diego, California. This project replaced an existing cogeneration plant consisting of four natural gas fired Caterpillar reciprocating engines, heat recovery silencers, absorption chillers, centrifugal chiller, pumps, switchgear, motor control centers, controls, piping, conduit and wiring with a new cogeneration plant housed in the existing cogeneration building. The new plant consists of one Caterpillar natural gas fired reciprocating engine/generator set rated at 2,050 kW(e), one Caterpillar natural gas fired reciprocating engine/generator set rated at 1,640 kW(e), one Caterpillar diesel fired reciprocating engine/generator set rated at 1,500 kW(e), two heat recovery silencers, two Thermax absorption chillers rated 485 Tons each, one centrifugal chiller rated 650 Tons, SCR emissions controls system utilizing urea, intelligent paralleling switchgear, motor control centers, PLC based controls system, pumps, piping, conduit and wiring.*
- *Mechanical and electrical engineering and design for an 8.0 MW gas turbine cogeneration plant for the New York University Langone Medical Center. The plant consists of one Solar Taurus 70 gas turbine generator set, one Rentech heat recovery steam generator with supplemental firing, a gas compressor, and ancillary equipment. The plant provides 150,000 pounds per hour of saturated steam at 150 psig to the campus steam distribution system. Scope included development of P&ID's,*

PID Engineering

Power and Industrial Design Corporation

general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.

- Mechanical engineering design support for an 8.8 MW gas turbine cogeneration plant for the Los Angeles International Airport. The cogeneration plant is part of the central plant replacement project at the Los Angeles International Airport. The cogeneration plant consists of two Solar Turbines Mercury 50 gas turbines, two Rentech heat recovery steam generators with supplemental firing, two gas compressors and ancillary equipment.
- Mechanical and electrical engineering and design as-well-as architectural and structural engineering and design (through sub-consultants) for a 4.6 MW gas turbine cogeneration plant for California State University Fullerton. The plant consists of one Solar Mercury 50 gas turbine generator set, two Thermax double effect exhaust gas direct fired chillers with simultaneous heating, a cooling tower, and ancillary equipment. Each chiller produces 1,300 tons of cooling and 12,100 MBH of heating hot water to the campus thermal energy storage systems. The cogeneration equipment is located in a new building.
- Mechanical and electrical engineering and design as-well-as architectural and structural engineering and design (through sub-consultants) for a 5.6 MW gas turbine cogeneration plant for an ethanol plant in Pixley, California. The cogeneration plant consists of one Solar Taurus 65 gas turbine generator set, one Rentech heat recovery steam generator with supplemental firing, a selective catalytic reduction system using anhydrous ammonia, an

PID Engineering

Power and Industrial Design Corporation

electric boiler, a deaerator and boiler feed pumps, and ancillary equipment. The plant provides 121,000 pounds per hour of saturated steam at 140 psig to the ethanol plant. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.

- Mechanical and electrical engineering and design for a 7.0 MW gas turbine cogeneration plant for the New York Presbyterian Hospital. The plant consists of one Solar Taurus 70 gas turbine generator set, one Rentech heat recovery steam generator with supplemental firing, a gas compressor, and ancillary equipment. The plant provides 70,000 pounds per hour of saturated steam at 185 psig to the campus steam distribution system. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.
- Mechanical and electrical engineering and design as-well-as structural engineering and design (through a sub-consultant) for a 4.4 MW gas turbine cogeneration plant for California Dairies, Inc., in Tipton, California. The plant consists of one Solar Centaur 50 gas turbine generator set, one Deltak heat recovery steam generator with supplemental firing, a selective catalytic reduction system using anhydrous ammonia, and ancillary equipment. The plant provides 60,000 pounds per hour of saturated steam at 130 psig to the dairy processing plant. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications,

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performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.

- *Mechanical and electrical engineering and design as-well-as structural engineering and design (through a sub-consultant) for a 4.6 MW gas turbine cogeneration plant for the VA Hospital in La Jolla. The plant consists of one Solar Mercury 50 gas turbine generator set, one ERI heat recovery steam generator, and ancillary equipment. The plant provides 11,700 pounds per hour of saturated steam at 130 psig to the campus steam distribution system. As a follow-up, PID provided engineering and design for the addition of a 500 ton double effect steam fired absorption chiller, a cooling tower and ancillary equipment to the plant. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.*
- *Mechanical engineering and design for a 14.0 MW gas turbine combined cycle cogeneration plant for San Diego State University. The plant consists of two Solar Taurus 60 gas turbine generator sets, two Rentech heat recovery steam generators with supplemental firing, a 4.1 MW condensing steam turbine generator, a condenser, a cooling tower and ancillary equipment. The plant provides up to 88,000 pounds per hour of saturated steam at 125 psig to the campus steam distribution system. Scope included development of the P&ID's, mechanical specifications, general arrangement drawings, piping drawings, and performing piping stress analysis.*

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- Mechanical and electrical engineering design services as well as structural engineering and design (through a sub-consultant) for a 10.6 MW gas turbine cogeneration plant for Miller Brewing in Irwindale, California. The plant consists of two Solar Taurus 60 gas turbine generator sets, two Deltak heat recovery steam generators with supplemental firing, a selective catalytic reduction system using anhydrous ammonia, a gas compressor, and ancillary equipment. The plant provides up to 130,000 pounds per hour of saturated steam at 115 psig to the brewery. Scope included development of P&ID's, general arrangement drawings, piping drawings, single line diagrams, wiring diagrams, equipment specifications, performing piping stress analysis, performing electrical short circuit/coordination studies and providing support for electrical interconnection issues.
- Piping engineering and design for a 26.8 MW gas turbine cogeneration plant for the University of California San Diego. The plant consists of two Solar Titan 130 gas turbine generator sets, two Rentech heat recovery steam generators with SCNOx emissions controls, gas compressors, and ancillary equipment. The plant provides up to 116,600 pounds per hour of saturated steam at 240 psig to the campus steam distribution system. Scope included P&ID development, piping design and thermal pipe stress calculations.
- Mechanical engineering services for the installation of a Solar Taurus 60 gas turbine on a flat-bed trailer. Work included layout of the gas turbine package, piping and all auxiliary equipment within the confines of the trailer.
- Mechanical and electrical design for containerizing a 2,000 kW_e diesel-fired standby reciprocating engine/generator for use at the City of San Diego's South Bay Water Reclamation Plant.

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- *Mechanical design for the installation of one 330 KWe natural gas fired reciprocating engine generator cogeneration package at a glass tempering facility in Moreno Valley California.*
- *Mechanical and electrical engineering and design services for several Hess Microgen packaged reciprocating engine/generator sets in cogeneration applications. The plants have ranged in size from 140 kWe to 1,400 kWe. Plant sites have included resorts, schools, office buildings, manufacturing plants and residential facilities. Waste heat uses have included chilled water production via absorption chillers, hot water for space, domestic and process heating and steam production.*
- *Electrical engineering and design services to support the electrical contractor in the installation of a 5 MWe gas turbine generator and two 2 MWe diesel generators at the Naval Regional Medical Center in San Diego. Engineering and design services included specification of switchgear and motor control centers (MCC's); layout of electrical equipment and bus duct, development of detailed interconnect wiring diagrams and coordination with the hospital and electric utility.*
- *Mechanical and electrical engineering and design services to install two 1,100 kWe natural gas fired reciprocating engine generator sets with heat recovery and a urea based selective catalytic reduction (SCR) system at the Johnson & Johnson Pharmaceutical Research & Development, L.L.C. facility in San Diego.*
- *Mechanical and electrical engineering design services as-well-as structural engineering and design (through a sub-consultant) for a 1 MW cogeneration plant to provide electricity and 180 psig*

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steam to Amcor's paper processing plant. The plant consists of a single natural gas fired reciprocating engine generator set, urea based selective catalytic reduction (SCR) system, exhaust heat recovery steam generator and ancillary equipment.

- *Mechanical and electrical engineering and design for a 4.4 MW gas turbine cogeneration plant for Kern Oil and Refining in Bakersfield, California. The plant consists of one Solar Centaur 50 gas turbine generator set, one Deltak heat recovery steam generator with supplemental firing, a selective catalytic reduction system using aqueous ammonia, a gas compressor, and ancillary equipment. The plant provides 45,000 pounds per hour of saturated steam at 180 psig to the refinery.*

INDUSTRIAL AND PROCESS PLANT DESIGN

The PID Engineering staff has provided industrial and process design engineering services such as:

- *Mechanical and electrical engineering and design for utilities supporting a new milk processing facility for California Dairies, Inc., in Visalia, California. The plant produces powdered milk, butter, cream and condensed milk. Scope included sizing and routing utilities including steam, condensate, water, compressed air, natural gas, glycol, medium voltage power and low voltage power. Scope also included HVAC design and lighting design for the process buildings, as-well-as design of the dairy drain system and sanitary sewer system for the facility.*
- *Mechanical and electrical engineering and design for a new gas compressor test facility at Solar Turbine's Kearny Mesa facility. The facility tests gas compressors utilizing a closed loop piping*

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system. The gas compressors can be tested using a variety of gases including nitrogen, natural gas, carbon dioxide or specialty blends operating from 30 psig to 3,000 psig. Scope included designing the gas systems to the closed loop, gas compression system, gas venting systems, cooling water system, and electrical and controls distribution systems for the test loop.

- Mechanical and electrical engineering and design as-well-as architectural, civil and structural engineering and design (through sub-consultants) for a new test cell at Solar Turbine's Kearny Mesa facility. This test cell is used for the development testing and production testing of the Titan 250 gas turbine capable of producing 25 MW electrical output.
- Mechanical and electrical engineering and design for a new test cell at Solar Turbine's Harbor Drive facility. This test cell is used for the development testing of the Taurus 65 turbine.
- Mechanical and electrical design for the installation of two liquefied propane and butane gas (LPG) storage, pumping, vaporizing, and piping distribution systems, one each at Solar Turbines' Harbor Drive and Kearny Mesa facilities.
- Electrical engineering services for the replacement of several large motors (5,000 HP to 6,500 HP) at the California Steel Inc. steel mill in Fontana, California. Work included as-building existing site conditions, cable sizing, change-out of medium voltage switchgear, conduit/wiring/grounding diagrams and startup support.
- Mechanical, electrical and subcontracted structural design services for the installation of a distillation unit, cooler tower and steam

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condenser at Sithe Energies' cogeneration plant at the 32nd St. Naval Station in San Diego, CA. Responsibilities included equipment layout, piping design, piping stress analysis, foundation design, design of instrumentation and controls, electrical single-line diagram, and wiring diagrams.

- Mechanical and electrical design engineering services to Solar Turbines, Inc. for the installation of three thermal oxidizers (gas turbine exhaust incinerators) at its Kearny Mesa production facility. Scope included the design, layout, support and stress analysis of several hundred feet of 6 ft. diameter, 1,000°F gas turbine ducting and control dampers and the design engineering for electric power to the equipment.
- Mechanical and electrical engineering design for a hot-oil-based thermal system to heat and pressurize six 12 ft. diameter storage spheres with high temperature, high pressure hot water (400 psig, saturated) at TRW's Capistrano, CA, Test Facility.

COMMERCIAL AND INDUSTRIAL POWER AND LIGHTING SYSTEM DESIGN

The PID Engineering staff has provided commercial and industrial power and lighting engineering services including:

- Power upgrade for the County Administration Building in San Diego. Scope of work included review of the building existing power distribution equipment, development of construction documents and specifications, and construction support.
- Provided electrical design for the K-Tube manufacturing facility in Poway. Scope included design of the power and lighting

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systems, development of construction documents and specifications, and construction support.

COMPRESSED NATURAL GAS FUELING STATIONS

PID Engineering has designed over 20 refueling stations including civil, structural and architectural (via sub-contracts); mechanical and piping; electrical and controls. The refueling stations include private fleet time fill, private fleet fast fill and public fast fill.

The PID Engineering staff has provided compressed natural gas fueling station design engineering services for such end users as:

- San Diego Gas and Electric*
- Southern California Gas Company*
- Oceanside School District*
- San Diego Unified Port District*
- Clean Energy*

ADDENDUM NO. 1

**REQUEST FOR PROPOSALS
RFP-RW-14-078
FOR
RP-1 DIGESTER GAS SYSTEM EVALUATION & IMPROVEMENTS
PROJECT NO. EN15056**

January 27, 2015

To: All RFP Holders

The following changes, clarifications and additions are hereby made to the document:

REQUEST FOR PROPOSALS

1. Reference: Section 3, Scope of Work, B – Project Description – Digester Gas Piping System Pressure Losses Evaluation, Page 10

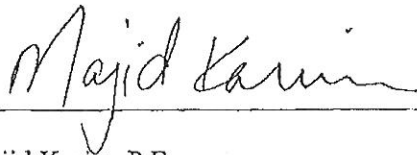
In the second paragraph, Line 5, add the following sentence before “The Contractor shall also utilize...”:

“Instruments installed by the Contractor shall remain in place and become the property of the Agency (CCTV is not included).”

2. Reference: Section A, BID PROPOSAL FORM, Page 18

Add the following sentence after the end of the first paragraph:

“The Contractor shall submit with his bid information about the engineering firm which will perform the design work along with résumés for individual engineers involved in the project.”



Majid Karim, P.E.
Acting Manager of Engineering and Construction Management
Inland Empire Utilities Agency

Please address all correspondence to:

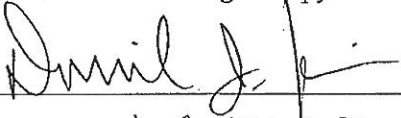
Jamal Zughbi, P.E.

Project Manager

Fax: (909) 993-1982

jzughbi@ieua.org (preferred)

Please sign, date and email/fax a signed copy showing you received this Addendum No. 1

Signature:  Date: 2/18/2015

Name of Company: J.R. FILANC CONSTRUCTION

ADDENDUM NO. 2

REQUEST FOR PROPOSALS
RFP-RW-14-078
FOR
RP-1 DIGESTER GAS SYSTEM EVALUATION & IMPROVEMENTS
PROJECT NO. EN15056

February 3, 2015

To: All RFP Holders

The following changes, clarifications and additions are hereby made to the document:

ATTACHMENTS

- Exhibit K – Preliminary Operating Parameters
- Exhibit L
 - o RP-1 Appendix A Table – Pipe Segment Flow, Pressure Information – June 2005
 - o RP-1 Digester RIO-Rev 5
 - o RP-1 Sample Digester Gas Piping
 - o RP-1 Three Phase Digestion Project Piping

SPECIFICATIONS

1. Reference: Section 1- Submittal Information, D – Submittal Location, Closing Date, and Time, Proposal Closing, Page 1:

Replace “PROPOSAL CLOSING: February 4, 2015 at 2:00 PM” with the following:

“PROPOSAL CLOSING: February 11, 2015 at 2:00 PM”

2. Reference: Table of Contents

Add the following exhibits to the Table of Contents, Section 5 – Exhibits:

- Exhibit K – Preliminary Operating Parameters
- Exhibit L – Digester Gas System Piping and Controls

3. Reference: Section 5 – Exhibit J – Specification Section 02500

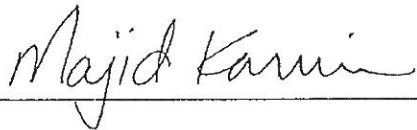
Section 02500, Part 3, Subsection 3.2.A, Page 5:

Revise the first sentence to read as follows: “Crushed aggregate base shall be provided where shown with a minimum thickness of 4 inches topped with 3 inches of asphalt concrete.”

4. Reference: Section 5 – Exhibits

Add the following exhibits to the end of Section 5 – Exhibits:

- Exhibit K – Preliminary Operating Parameters
- Exhibit L – Digester Gas System Piping and Valve Controls

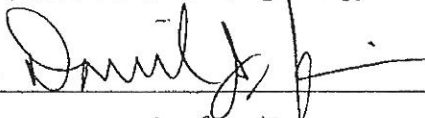


Majid Karim, P.E.
Acting Manager of Engineering and Construction Management
Inland Empire Utilities Agency

Please address all correspondence to:

Jamal Zughbi, P.E.
Project Manager
Fax: (909) 993-1982
jzughbi@ieua.org (preferred)

Please sign, date and email/fax a signed copy showing you received this Addendum No. 2

Signature:  Date: 2/10/2015
Name of Company: J.R. FILANC CONSTRUCTION