

NOTICE OF MEETING

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

**OF THE
BOARD OF DIRECTORS
OF THE**



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

**IS SCHEDULED FOR
WEDNESDAY, APRIL 8, 2015
10:00 A.M.**

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

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



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

**WEDNESDAY, APRIL 8, 2015
10:00 A.M.**

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

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the March 11, 2015 meeting.

B. CONTRACT AWARD FOR THE 1630 W. RECYCLED WATER PUMP STATION SURGE PROTECTION

It is recommended that the Committee/Board:

1. Approve the consulting engineering contract award for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055

to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$155,273; and

2. Authorize the General Manager to execute the contract.

C. CONTRACT AWARD FOR THE RP-1 PRIMARY CLARIFIER REHABILITATION

It is recommended that the Committee/Board

1. Approve the construction contract award to J.R. Filanc Construction Inc. for the Regional Water Recycling Plant No.1 (RP-1) Primary Clarifier Rehabilitation, Project No. EN08023.05, in the amount of \$630,100; and

2. Authorize the General Manager to execute the contract.

D. AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN WATERMASTER FOR THE RECHARGE MASTER PLAN TASK ORDER NO. 1

It is recommended that the Committee/Board:

1. Amend the Recharge Master Plan Task Order No. 1, Project No. RW15003, under the Master Agreement with Chino Basin Watermaster; and;

2. Authorize the General Manager to execute the amendment.

E. AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN WATERMASTER FOR THE SAN SEVAINE BASIN IMPROVEMENT TASK ORDER NO. 8

It is recommended that the Committee/Board:

1. Amend the Master Agreement with Chino Basin Watermaster for the San Sevaime Basin Improvement Task Order No. 8, Project No. EN13001, and increase the total project cost by \$2.96 million; and

2. Authorize the General Manager to execute the amendment.

F. CONTRACT AWARD FOR THE RP-1 POWER SYSTEM UPGRADES

It is recommended that the Committee/Board:

1. Approve the consulting engineering services contract award for the RP-1 Power System Upgrades, Project No. EN13048, to Tetra Tech Inc. for the not-to-exceed amount of \$269,380; and

2. Authorize the General Manager to execute the contract.

G. ENERGY SERVICE PROVIDER AGREEMENT

It is recommended that the Committee/Board:

1. Amend the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of electricity per hour at a variable rate;
2. Amend the current agreement with SENA US, L.P. for one year to purchase 200 MMBtu per day of natural gas at a variable rate; and
3. Authorize the General Manager to finalize and execute the amended agreements.

H. RP-1 PRELIMINARY TREATMENT REHABILITATION PROJECT

It is recommended that the Committee/Board:

1. Award Contract No. 4600001845 to J.F. Shea Construction, Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Preliminary Treatment Rehabilitation Project for a total amount of \$623,041;
2. Award Contract No. 4600001842 to Sunbelt Rentals Pump and Power Services to provide by-pass pumping service at the preliminary treatment area for a total not-to exceed amount of \$175,483.50; and
3. Authorize the General Manager to execute the contracts.

I. AGENCY-WIDE HVAC EQUIPMENT SERVICE CONTRACT

It is recommended that the Committee/Board:

1. Award Contract No. 4600001847 to AMP Mechanical Inc., for the provision of Agency-wide heating, ventilating, and air conditioning (HVAC) maintenance and emergency/call-out services for a three-year term for the not-to-exceed amount of \$156,100 with a one-year option to extend; and
2. Authorize the General Manager to execute the contract.

2. INFORMATION ITEMS

A. 3rd QUARTER PLANNING & ENVIRONMENTAL COMPLIANCE UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

B. ENGINEERING AND CONSTRUCTION MANAGEMENT FY 2013/14 MONTHLY UPDATE (POWERPOINT)

3. **GENERAL MANAGER'S COMMENTS**
4. **COMMITTEE MEMBER COMMENTS**
5. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
6. **ADJOURN**

*A Municipal Water District

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

Proofed by: 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 the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, April 2, 2015.

for April Woodruff #853
April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

WEDNESDAY, MARCH 11, 2015
10:00 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Joshua Aguilar, Senior Associate Engineer
Adham Almasri, Senior Engineer
Kathleen Baxter, Supervising Contracts and Programs Administrator
Kathryn Besser, Manager of External Affairs
Pietro Cambiaso, Senior Engineer
Andy Campbell, Deputy Manager of Planning
Warren Green, Manager of Contracts and Facilities Services
Elizabeth Hurst, Water Resources Analyst
Joel Ignacio, Senior Engineer
Majid Karim, Acting Manager of Engineering
David Malm, Deputy Manager of Integrated System Services
David Mendez, Deputy Manager of Construction Management
Matthew Poeske, Construction Project Manager – PE
Teresa Velarde, Manager of Internal Audit
Jamal Zughbi, Senior Engineer
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Jean Cihigoyenette, Cihigoyenette, Grossberg, and Clouse
Chuck Tobin, Burrtec
John Bosler, Cucamonga Valley Water District

The meeting was called to order at 10:04 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of February 11, 2015.
- ◆ Recommended that the Board 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 procurements and procurement-related activities.

as an Action Item on the March 18, 2015 Board meeting agenda.

- ◆ Recommended that the Board approve the proposed Fiscal Year (FY) 2015/16 through 2024/25 Ten-Year Capital Improvement Plan (TYCIP);

as an Action Item on the March 18, 2015 Board meeting agenda.

- ◆ 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;

as an Action Item on the March 18 2015, Board meeting agenda.

- ◆ 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;

as a Consent Calendar Item on the March 18, 2015 Board meeting agenda.

- ◆ 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.

as a Consent Calendar Item on the March 18, 2015 Board meeting agenda.

- ◆ 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 a not-to-exceed amount of \$105,110; and
2. Authorize the General Manager to execute the consultant contract amendment;

as a Consent Calendar Item on the March 18, 2015 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Inland Bioenergy Update
- ◆ Recycled Water Update
- ◆ Engineering and Construction Management Monthly Update

GENERAL MANAGER'S COMMENTS

None.

COMMITTEE MEMBER COMMENTS

None.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

None.

With no further business, the meeting adjourned at 11:05 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District


APPROVED: APRIL 8, 2015


**ACTION
ITEM
1B**


Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(04/08/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Contract Award for the 1630 W. Recycled Water Pump Station
Surge Protection

RECOMMENDATIONS

It is recommended that the Board of Directors:

1. Approve the consulting engineering contract award for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055 to Stantec Consulting Services Inc. for the not-to-exceed amount of \$155,273; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The 1630 West Recycled Water Pump Station is located at Vineyard Park along 6th Street within the City of Ontario. The pump station, constructed in 2012, boosts recycled water from the 1299 Pressure Zone to the 1630 West Pressure Zone and Reservoir. The pump station contains three pumps each rated at 2,000 gpm. A surge tank provides surge protection on the discharge (1630 Pressure Zone) side of the pumps.

Since start-up, the 1630 West Recycled Water Pump Station has been experiencing surges on the suction side, with operations staff reporting low suction pressures which shut the pump down. High-pressure surges have been experienced in the 1299 Pressure Zone pipeline, and have the potential of damaging the irrigation system at the Vineyard Elementary School located adjacent

to the pump station. Additionally, the 1299 Pressure Zone feeds the Agency's Ground Water Basins.

In September 2014, the Agency retained Stantec to perform surge analysis and study the station's historical pressure recordings to determine the surge causes. Stantec determined that surging can occur even when pumps are not operating, and when the pumps start and stop. Stantec recommended remedying the surge situation in the 1299 Pressure Zone by installing a 1,000 cubic foot surge tank at the station.

Staff advertised for consultant engineering services for the project on December 9, 2014, and received one proposal from Stantec. A Technical Review Committee reviewed and evaluated the proposal. The Committee concurred that Stantec is a qualified firm and will provide the best value to the Agency, as reflected in their proposal through their understanding of the scope of work, project team's qualifications and experiences, and ability to meet the project schedule. Following the review of the consultant's proposal, Agency staff reviewed Stantec's fee proposal and entered into negotiations with the firm. The result of these negotiations is a not-to-exceed fee of \$155,273.

The overall project schedule is as follows:

MILESTONE	DATE
Consultant Contract Award	April 15, 2015
Kickoff/ Meeting	April 20, 2015
Construction Contract Award	February 15, 2016
Construction Completion	October 2016

The engineer's projected costs for the project is as follows:

PHASE	COST
Design	\$155,273
Construction	\$275,000
Construction Management	\$55,000
Construction Contingency	\$55,000
Design Contingency	\$50,605
TOTAL	\$590,878

The 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, is part of the Agency's Recycled Water System Business Goal to maintain capacity within the recycled water system, meet essential service demands, and to safeguard public health and the environment.

Contract Award for the 1630 W. Recycled
Water Pump Station Surge Protection
April 15, 2015
Page 3 of 3

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the cost of the consulting engineering contract for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, in the Recycled Water (WC) Fund for the not-to-exceed amount of \$155,273 is within the total project budget of \$190,000.

PJG:CB:MK:nm

1630 West Recycled Water Pump Station Surge Protection Contract Award

Project No. EN15055
April 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

Nasrin Maleki, P.E.,
Senior Engineer

Project Request

- Consultant Contract Award
 - 1630 W. RWPS Surge Protection
 - 1630 W. RWPS experiencing low/high suction pressures
 - Surge pressure between 13 to 255 psi
 - Some facilities are at risk of failure

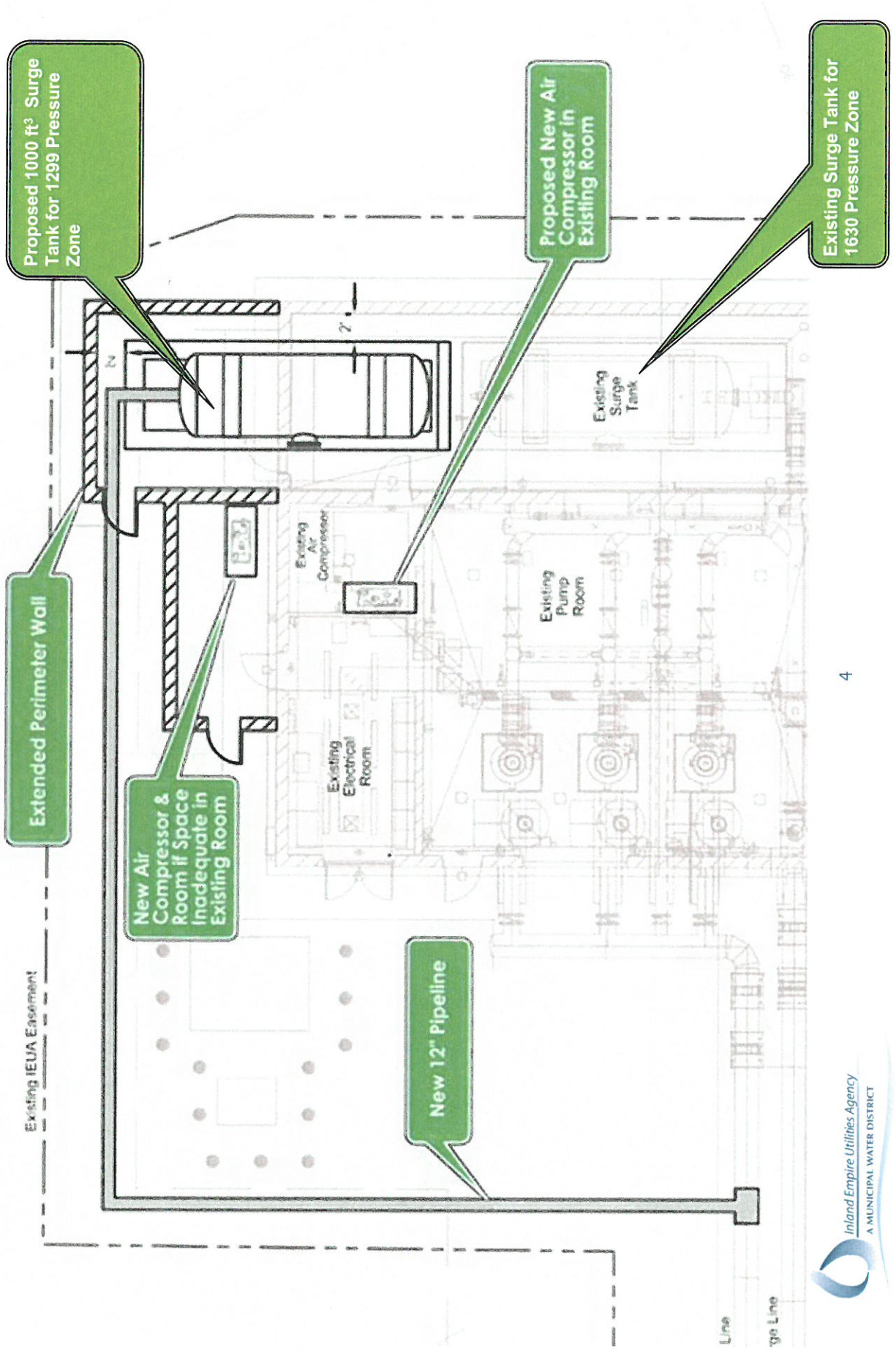
Project Scope

- Install a surge tank for 1299 Pressure Zone
 - 1000 ft³ of surge tank
 - New compressors
- Within Vineyard Park easement



Carbon Canyon Surge Tank

Arial View of Vineyard Park



Consultant Selection

- **Process**
 - RFP advertised in Dec 2014
 - Received one proposal from Stantec
- **Justification**
 - Technical Committee evaluated proposal
 - Stantec is a qualified firm
 - The contract amount is a not-to-exceed fee of \$155,273

Project Budget and Schedule

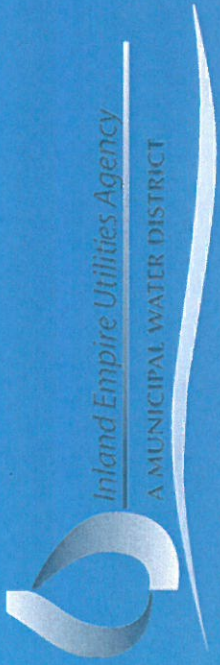
Description	Estimated Cost
Design Consultant Contract	\$155,273
Construction	\$275,000
Construction Management	\$55,000
Construction Contingency	\$55,000
Design Contingency	\$50,605
Total	\$590,878

Project Phase	Date
Design	April 2015
Construction Contract Award	February 2016
Project Completion	October 2016

Recommendation

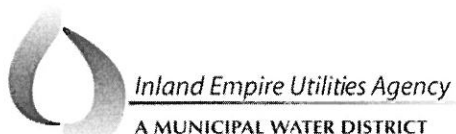
- Staff recommends the Board approve the award to the engineering services contract with Stantec for the 1630 W. RWPS, Project No. EN15055, for the not-to-exceed amount of \$155,273.

This project is part of the Agency's Recycled Water Management Capacity Business Goal to maintain capacity within facilities to meet essential service demands and to protect public health and environment



Questions?

DRAFT



CONTRACT NUMBER: 4600001851

FOR

**1630 W. RECYCLED WATER PUMP STATION
SURGE PROTECTION, PROJECT EN15050.00**

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 Stantec Consulting Services, Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), to provide consulting engineering services during the design, bid, and construction of the 1630 W. Recycled Water Pump Station Surge Protection Project No. EN15055.00, previously Project EN15050.00.

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: Nasrin Maleki, P.E., Senior Engineer
Address: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1696
Email: nmaleki@ieua.org
Facsimile: (909) 993-1982

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

Consultant: Bob Seeman, P.E., Sr. Project Manager
Address: 38 Technology Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 923-6266
Email: bob.seeman@stantec.com
Facsimile: (949) 923-6121

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 4600001851.
 2. Contract Number 4600001851, General Terms and Conditions.
 3. Agency's Request for Proposal RFP-RW-14-080 and all germane Addenda and correspondence, incorporated herein by this reference.
 4. Consultant's Original Proposal dated January 15, 2015 and subsequent Revised Scope of Work dated March 23, 2015, the latter of which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**.
4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include and be in accordance with tasks identified in RFP-RW-14-080 dated December 9, 2014, Consultant's Original Proposal dated January 15, 2015 and subsequent Revised Scope of Work dated March 23, 2015, the latter of which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate one (1) year after acceptance of the construction project by the Agency's Board of Directors, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a **Fixed Price Level-of-Effort basis** at the rates specified within Consultant's "**Proposed Work Effort and Budget**" **Exhibit B**, attached hereto and made a part hereof, up to the **NOT-TO-EXCEED total contract price established at \$155,273.00** in accordance with Consultant's "**Proposed Work Effort and Budget**" **Exhibit B**.

Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit C**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

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

Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

6. **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.

8. FITNESS FOR DUTY:

A. Fitness: Consultant and its Subcontractor 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 subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

1. 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 single 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.
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, volunteers, property owners and any engineers under contract to the Agency 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 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.
- 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 work 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: 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.
- 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 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: Consultant shall submit all required certificates and endorsements to the following:

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

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 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 and employees 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. 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 subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.
- F. 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.
- G. 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.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the 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 shall be thoroughly investigated by the Agency.
- J. 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 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 in and

shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after 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 (7) 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 to 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.

The total amount of all claims the Agency may have against the Consultant under this Contract or arising from the performance or non-performance of the Work under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the Agency's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Contract shall be absolutely limited to direct damages arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

K. 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 shall 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 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 Consultant.

11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data ("Work Product") prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract upon full payment of all monies owed to the Consultant. 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.
13. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by 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 Agreement Administrator and/or Agency.
14. PROPRIETARY RIGHTS:
 - A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:

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.

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.

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 the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to 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.

15. 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 indemnify and hold harmless Agency, its officers, directors, employees, successors, assigns, and servants 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 reasonable 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.

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

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

Consultant: Mr. Bob F. Seeman, P.E.
Senior Project Manager
Stantec Consulting Services, Inc.
38 Technology Drive, Suite 100
Irvine, CA 92618

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the 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.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify 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.

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. 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.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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.
23. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
24. 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:

STANTEC CONSULTING SERVICES, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Bob F. Seeman, P.E.

(Date)

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Exhibit A

1.0 Scope of Work

Project Understanding

You own and operate the existing 1630 West Recycled Water Pump Station located at the Vineyard Park along 6th Street within the City of Ontario (see Figure 1). The pump station, constructed in 2012, boosts water from the 1299 Pressure Zone to the 1630 West Pressure Zone and 1630 West 3 MG Reservoir. The pump station contains three vertical turbine pumps, with Hp constant speed motors, and each rated at 2,000 gpm at 400 feet Total Dynamic Head (TDH). A surge tank provides surge protection on the discharge (1630 Zone) side of the pumps and is housed within the perimeter wall just outside the pump station building's south wall.

Since completing the pump station, the recycled water demands in the 1630 West Zone have been less than anticipated at full build-out. Therefore, the pumps have been reported to operate for just a few hours a day. Only two pumps are programmed to operate at one time and are controlled by the reservoir level.

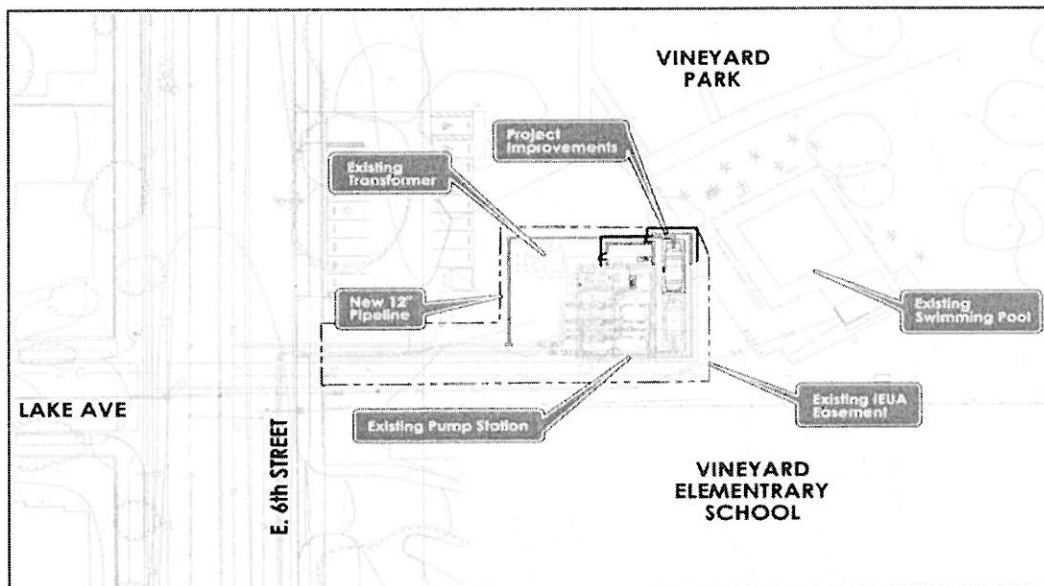
The pump station has been experiencing surges on the suction side, with operations staff reporting low- suction pressures, which trips pumps to turn off. High-pressure surges have also been experienced and have caused multiple pipeline ruptures in the irrigation system at the Vineyard Elementary School located adjacent to the pump station. The Vineyard Elementary School is served by the 1299 Zone pipeline on 6th Street. Additionally, it feeds your 7th/8th Street Groundwater Basins.

In fall 2014, we performed a surge analysis and studied the station's historical pressure recordings to determine the surge causes. We determined that the surging can occur even when pumps are not operating, besides when the pumps start and stop. Besides replacing defective check valves, we recommended to remedy the surging situation in the 1299 Zone 16-inch pipeline in 6th Street by installing a 1,000- cubic foot surge tank at the station.

To install a surge tank, you require construction drawings and specifications prepared for contractor bidding and construction.

Our proposed scope of work includes the work as outlined in the RFP. The following sections highlight our understanding of the project key considerations and our approach to accomplishing each task item.

Figure 1



Key Considerations

Our key considerations relate to the pump station location within an easement at the City of Ontario's (City) Vineyard Park. Each of these considerations is briefly described below.

Identifying Existing Easement

You obtained an easement from the City for this station at the City's Vineyard Park. Since this easement was obtained just a few years ago, all efforts will be made to maintain the proposed improvements for the new surge tank within the already obtained easement. Additionally, since this easement location is critical to determining how much space is available for the proposed improvements, we will carefully and thoroughly analyze the easement boundaries.

Space Constraints

Our preliminary easement location and pump station site evaluation indicates that the proposed surge tank is feasible; however, the space will be limited, yielding very few orientation options for the new surge tank and appurtenances. According to the record drawings and easement information provided, we estimate there is approximately 2-3 feet between the existing perimeter wall surrounding the existing surge tank and existing easement. We will prepare site layout options and coordinate with you throughout the project. Figure 2 illustrates a possible layout that is used to develop our proposal and budget.

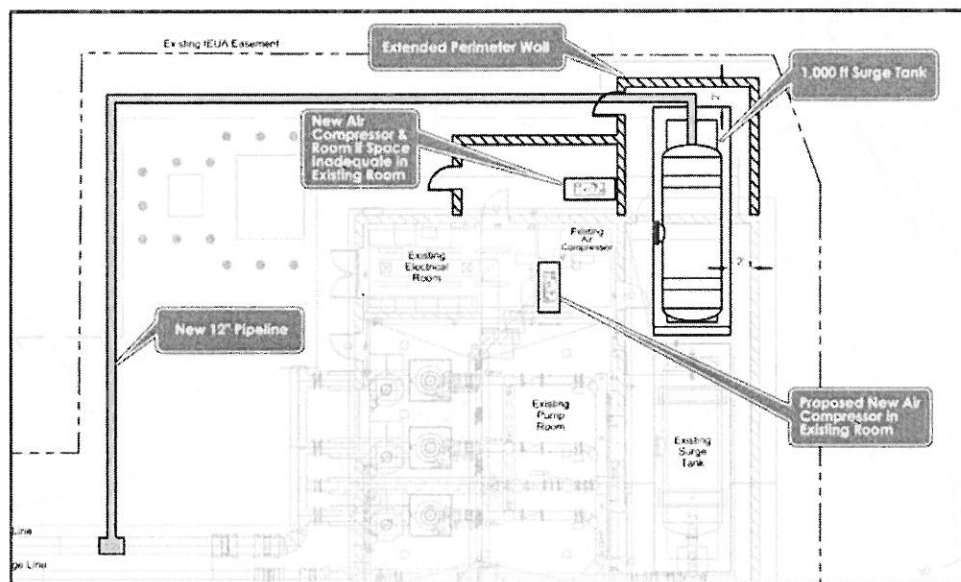
Coordination with City of Ontario and Permit Requirements

As previously mentioned, you obtained the existing easement from the City a few years ago. This project will require City coordination during the project's preliminary and design phases to understand their requirements that may be placed on the project construction. A new construction easement from the City is anticipated to build the improvements. We assume that you will conduct the majority of the early coordination; however, we assume a significant amount of City coordination will be required to obtain the necessary approvals.

Park Facility Considerations

Since the station is located at the Vineyard Park, special considerations and contractor requirements may be placed during project construction, specifically related to the park operations. Access to the park and parking adjacent to the station will be maintained during construction, in addition to the existing trash container for park operations. These, and other requirements, may need to be included in the project's construction and permit requirements specifications.

Figure 2



Noise and Construction Considerations

This station is near the park's swimming pool and adjacent to the Vineyard Elementary School. Therefore, timing the construction and construction duration will be carefully thought out to minimize area disruptions. During initial station construction, walls were required to reduce noise to the adjacent school. These types of considerations may impact contractor provisions, construction duration, and where and how much construction easement will be required.

Value-Added Considerations and Tasks

We bring the following value-added considerations to your project:

- Prior surge analysis and project recommendations provides us with a complete understanding of your facility and surging issues
- Understanding of your overall strategies for facilities, controls, and desired operations
- Experience and familiarity working with you so that we can meet your community and management needs
- Demonstrated commitment to your projects and record of performance in effectively responding to your needs

Following is a brief description of how our approach will provide added project value.

Our Coordination Plan

To establish a clear and efficient communication protocol pertaining to data collection and coordination, we will provide a primary and secondary point-of-contact that will be maintained throughout the project.

We will log and electronically store all information. Our coordination plan includes a similar approach to maintaining a construction shop drawing submittal log. We will log requested data according to the date and recipient, and include the collection date and data description. Our main points of contact will correspond directly with you to verify all information is received and responded to, and all questions are answered in a timely fashion.

Our Workshop Use

Workshops are not unique for this type of project; however, the approach and how they are utilized are. Our intention for workshop frequency and usefulness is based on our extensive experience, in particular, with you. We describe our proposed workshops within each task item.

Our approach to the workshops is driven by three main purposes:

- Confirming the correct design elements are provided and agreed on so that the project stays on schedule, while minimizing changes in later design phases
- Clarifying constraints, problems, and design preferences by your staff
- Confirming the project stays in the right direction to meet the project objectives and your needs



Our collaborative workshops will give you the opportunity provide your valuable input and direction, as well as keep you informed and included on significant decisions.

Scope of Work

We have provided our approach to your task items, as well as modifications that we recommend for this project.

A. Meetings

In addition to the project kick-off meeting, review meetings, agendas, and meeting minutes required, we propose to conduct alternatives workshop meetings prior to initially submitting the 50% Design.

We recommend conducting two workshops to discuss the following topics:

- Surge tank alternative layouts and orientation
- Project site constraints
- Input from the City to understand their potential requirements and constraints that may be placed on the project

B. Environmental Review

You have already submitted the Notice of Exemption for the concurrent check valve replacement construction project. However, for budget purposes, we assume that a project description and map may be requested to support any additional environmental or other IEUA issues that may arise.

C. 50 Percent Final Design

After meeting with you, we will develop construction plans and specifications to a 50 percent design level.

1. 50 PERCENT DESIGN WORKSHOP



Although not specified in the RFP, we propose that prior to submitting our 50 percent design review package, we will conduct a 50 percent design workshop with your appropriate staff. This workshop will be used to discuss the following:

- Requirements to be included in the 50 percent design review package
- Any other difficult design concerns, construction aspects, or decisions to be made that may have developed as the 50 percent design is being prepared

In regards to permits, we assume the following:

- The proposed facilities are contained within your easement in the City's Vineyard Park
- Other than a potential temporary construction easement from the City, the project construction will take place within the existing easement with access from 6th Street
- Additional permits or approvals will not be required other than what is required from the City
- Coordination with the City will occur at the project initiation to learn their intentions for any requirements or project stipulations prior to developing other project alternatives
- The project as identified in the previously prepared Technical Memorandum will be used for the initial coordination

2. 50 PERCENT CONSTRUCTION DRAWINGS AND SPECIFICATIONS

For the 50% Design and Workshops, we propose to perform an alternatives analysis depending on feedback from the City of Ontario and other site constraints that arise during the initial layout analysis. We do not propose any changes to the recommendations provided by the Technical Memorandum that we prepared in 2014. However, considering we do not know what the City's response will be, along with the potential available alternatives for the surge tank orientation, we propose to conduct

a site layout alternatives analysis. Our alternatives analysis will consider three alternatives, including the alternative layout illustrated as part of our 2014 Technical Memorandum.

The alternatives considered will primarily be based on any stipulations from the City, existing easement limits and space requirements, and construction costs. We will discuss and review alternatives during proposed alternative workshop meetings as described in Task A.

Additionally, the alternatives analysis will investigate the recommended location for the new surge tank's proposed air compressor. The current surge tank utilizes a duplex air compressor, housed in the storage room between the electrical room and surge tank. The preference will be to locate the new air compressor in this same room if space allows. If not, then the air compressor will need to be housed in a newly built room as identified in the 2014 Technical Memorandum.

2.1 Survey

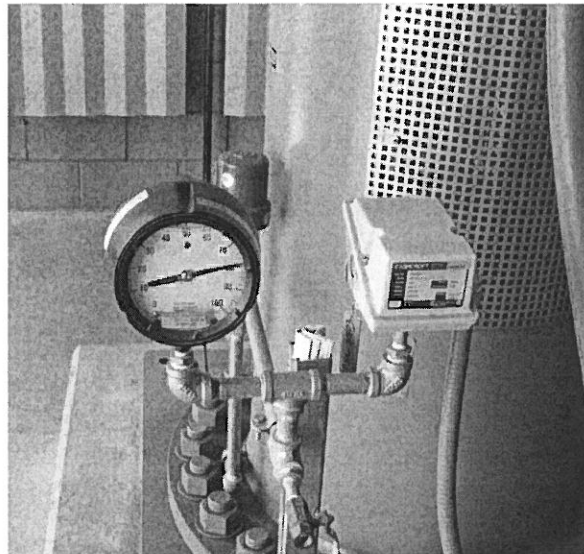
Our survey crew will perform field survey verifications to document existing site topography and planimetrics. We will locate substantial, visible improvements, including the following:

- Pump station building
- Adjacent walks
- Curbs
- Driveways
- Walls
- Fences
- Spot elevations
- Visible indications of surface utilities lying within the project limits
- Lid/rim elevations for drainage structures present

We will create the field survey as an AutoCAD file that will be used for the project design.

2.2 Right-of-Way

Accurately establishing the existing property and easement boundaries is necessary. We will verify and prepare a base map illustrating the existing park boundary of record, as well as applicable easements of record, based on a preliminary title report you provided. We will establish the park's westerly boundary based on existing found monuments. We will include this boundary in the base map, along with a record representation of the remaining parcel. We will create the right of way as an AutoCAD file to be used for the project preliminary and final design phases.



2.3 Utility Research

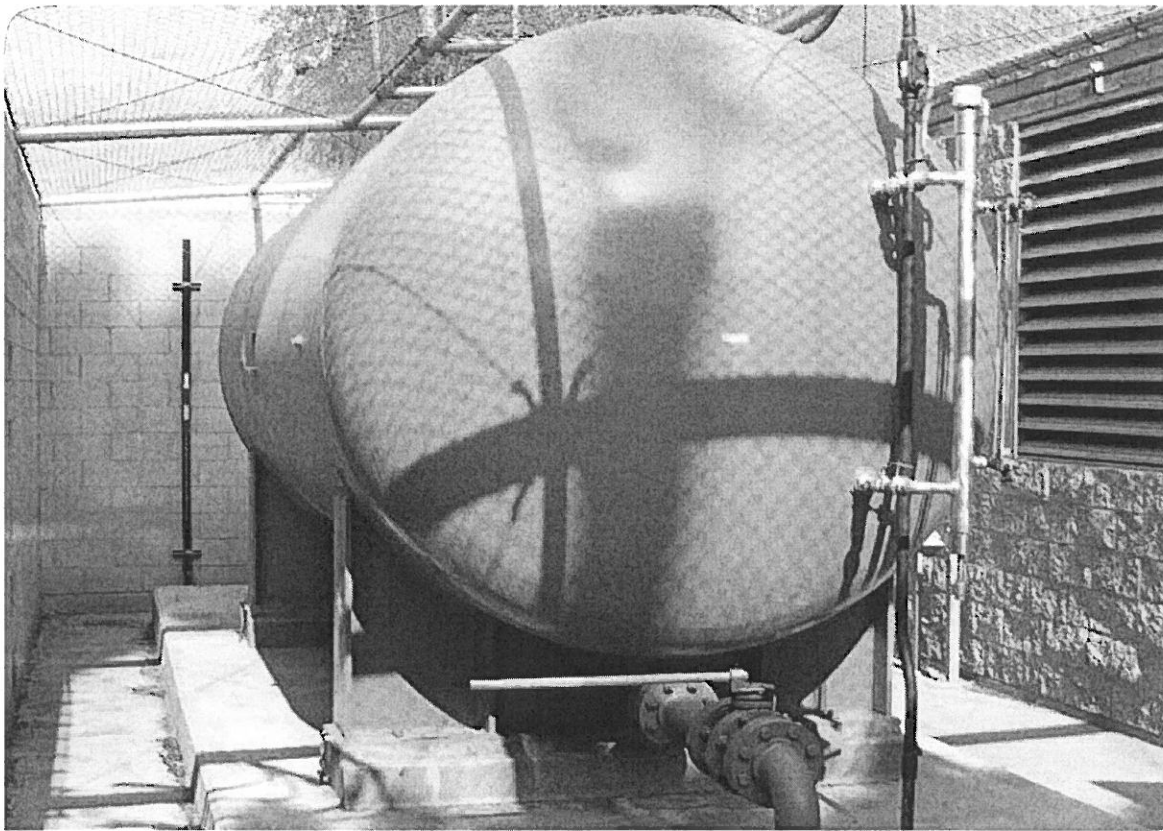
We do not anticipate existing utility conflicts to be a significant concern since this area was recently improved. However, we will perform a utility search of existing utilities, including research with the City for any water, sewer, and drainage facilities at the park. Some utilities may be in the park; therefore, we will also contact the City's Parks Department for as-built data.

We will perform a thorough record search utilizing the USA Dig Alert database and available record drawings. Using the USA Dig Alert database and our contacts with the various agencies, we will request all available as-built data, and request information on existing facilities and any future planned projects in the area that may potentially impact the proposed construction schedule.

Based on this task's importance and during the pipeline alignment analysis, our project manager, Bob, will back-check the utility data and record drawing information with the AutoCAD drawing files and construction plans. This back-check procedure will verify that the information from the record drawings and utility data is correctly translated onto the construction plans.

A thorough search at this project site is critical because we know the impacts that any missing or wrong information will have on the project's success and potential for contractor change orders. We will also keep an active tracking log of all the requests and data received—when and what was received. We will catalog the data received according to utility location and type/size.

The utility information obtained at this project stage will be completed and sufficient for use in the remaining design phases.



2.4 Baseline Geotechnical Evaluation

A geotechnical report and evaluation was completed when the existing station was designed and constructed. It is assumed the borings that were performed for that evaluation will be applicable for this project. Therefore, we propose our geotechnical subconsultant, Converse Consultants, review the previous evaluation and provide a letter report that will establish updated and additional recommendations for project design. The report will include recommendations for protecting underground facilities based on the soil corrosivity.

2.5 Control System Design

We assume the surge tank/compressor's control system will add compressed air to the tank when a high liquid level is sensed or will release air when a low liquid level is sensed. The tank will be equipped with a vacuum relief valve and a pressure safety valve. The system will have Input/Output (I/O) to monitor the following:

- Running and fail for each of the compressors
- Air receiver tank low-low and high-high pressure
- Surge tank low-low, high-high, and air pressure

We will design the I/O to connect to the programmable logic controller (PLC) located in the PLC control panel utilizing the existing Rockwell SCADA system. We will review and confirm these assumptions with you during the preliminary phase and described herein the preliminary design package.

3. 50 PERCENT DESIGN REVIEW PACKAGE

The 50 percent design plans and specifications are assumed to consist of the following:

- Plans
 - Incorporate the input and review comments from the workshops
 - Develop the following plan sheets:
 - Civil drawings and details
 - Mechanical drawings and details
 - Structural drawings and details
 - Architectural drawings and details
 - Electrical and control drawings and details
- Specifications
 - Your basic formatting
 - Instruction to bidder's, bid forms, general conditions, and general requirements; we assume you will provide these sections
 - Special conditions and technical specifications
 - Bound for your review and comment
- 50 percent Design Review Package
 - 50 percent plans and specifications
 - Calculations
 - For the aspects included in the 50 percent design plans, including structural calculations
 - Catalog Cut Sheets
 - Property descriptions and plats for any required right-of-way purchase; this is assumed to be a location description of the temporary construction easement that may be needed
 - Required Design Conditions
 - Design for energy efficient lighting and process and landscaping will be addressed and described, with requirements coordinated with the City to match the Vineyard Park
 - Draft of the Operational and Control Philosophy
 - All designed project equipment will be identified on the plans



We will continuously collaborate with you—verifying your approval before moving onto the next project phase.

D. 100 Percent Final Design

After we have met with you and received your review comments on the 50 percent design package, final construction plans and specifications will be developed to a 100 percent design level.

1. 100 PERCENT CONSTRUCTION DRAWINGS AND SPECIFICATIONS

The 100 percent design plans and specifications is assumed to consist of the following:

- 100 percent plans and specifications
 - Set of plans gone through our QA/QC procedures and ready to advertise for construction bids
 - Incorporate previous review comments
 - Incorporate all City requirements
- 100 percent final submittal package
 - 100 percent final plans and specifications (final plans to be on mylar)
 - Final calculations
 - Complete package of calculations
 - Final engineer's estimate of probable construction costs
 - Required permits
 - Asset list per your criteria and form
 - Shop drawing submittal list
 - Control System subcontractor pre-qualification package—For this type of smaller project, your DCS experts staff will manage the programming. IEUA's Jeff Traugott reviewed the scope of interface into the control system for the existing surge system tank at 1630 W. Pump Station. The existing surge system has eight discrete inputs—six alarm and two status—with no outputs. An additional 1756-AI16 input card will be required to accommodate the new surge system. While you need to add a few I/Os, the extensiveness to modify the main PLC cabinet to accommodate the new I/O depends on space availability. If space is sufficient, IEUA staff could complete it. Based on the information and photos provided by IEUA's Jeff Traugott, Slot 7 is available for the 1756-IA16 120 VAC input card and that there is space in the left DIN rail for the terminal blocks. Therefore, for proposal purposes, we assume that IEUA will be able to complete the work necessary.
 - Arc-Flash Study— We assume that since this is an existing facility, it may contain the necessary labeling affixed to the equipment. The Arc Flash Study update scope is based on IEUA providing an arc flash study that has already been completed for the pump station including the electronic software model. Stantec will update the model with any new power distribution equipment that warrants inclusion.

E. Control Philosophy/Programming Scope

We will prepare a General Operation and Control Philosophy for the PLC and DCS system integration. We will submit draft versions of the control philosophy, along with the final design review submittals at the 50 percent, and 100 percent design levels. We will submit a final control philosophy with the final construction bid documents.

The control system of the surge tank/compressor will add compressed air to the tank when a high liquid level is sensed or will release air when a low liquid level is sensed. The tank will be equipped with a vacuum relief valve along with a pressure safety valve. The system will have I/O to monitor the running and fail for each of the compressors, low-low and high-high pressure of the air receiver tank, along with low-low, high-high, and air pressure of the surge tank. The I/O will be designed to connect to the PLC located in the PLC control panel utilizing the existing Rockwell SCADA system.

F. Construction Administration Assistance

Our construction administration assistance will include the following.

Item	Notes
Bid support	We will respond to bidders' questions, bid evaluations as required, interpret contract documents, and prepare addenda.
Pre-bid meeting	Our project manager, Bob, and project engineer, Jeff, will attend one meeting.
Pre-construction conference	Bob will attend one meeting.
Conformed plans and specifications	We will prepare a conformed set of plans and specifications reflecting any changes from the bid phase.
Weekly construction progress meetings	Bob will attend meeting conference calls and as necessary spend time after the meeting to walk the job site and inspect issues arising from RFIs; other team members or discipline leads will be available when requested.
Review shop drawings	We will review, catalog, and process submittals per your Standard Conditions; we assume approximately 15 submittals.
Provide text and drawings for change orders	We will assist during construction with cost estimates for RFDs and change orders to validate the quotes received from the contractor; we assume up to three to be provided.
Respond to job site questions from construction manager	We will provide written responses to RFIs using CIPO for all documentation; simple items may be discussed on the phone.
Operations and maintenance manuals	We will produce an electronic Standard Operation Procedures Manual and Operations and Maintenance Manual.
Start-up protocol and workshop	We will provide a written start-up protocol and assistance with the existing facility's integration.
Start-up workshop with contractor	We will attend a two-hour start-up workshop.

G. Post Construction Assistance

We will provide post-construction assistance, including preparing the contract plans' "as-built" drawings. This will consist of the original tracings and digital versions that will be sent electronically. The "as-built" drawings will be prepared in accordance with the requirements in the RFP. The "as-built" changes will be created from mark-ups made on the bid set plans by the construction contractors, IEUA construction managers, and Stantec. We assume at least one review by IEUA for incorporation of comments.

“As-built” drawings will be submitted to you both as revisions to the bid set original tracings and on CD in accordance with Attachment E of the RFP.

H. Training

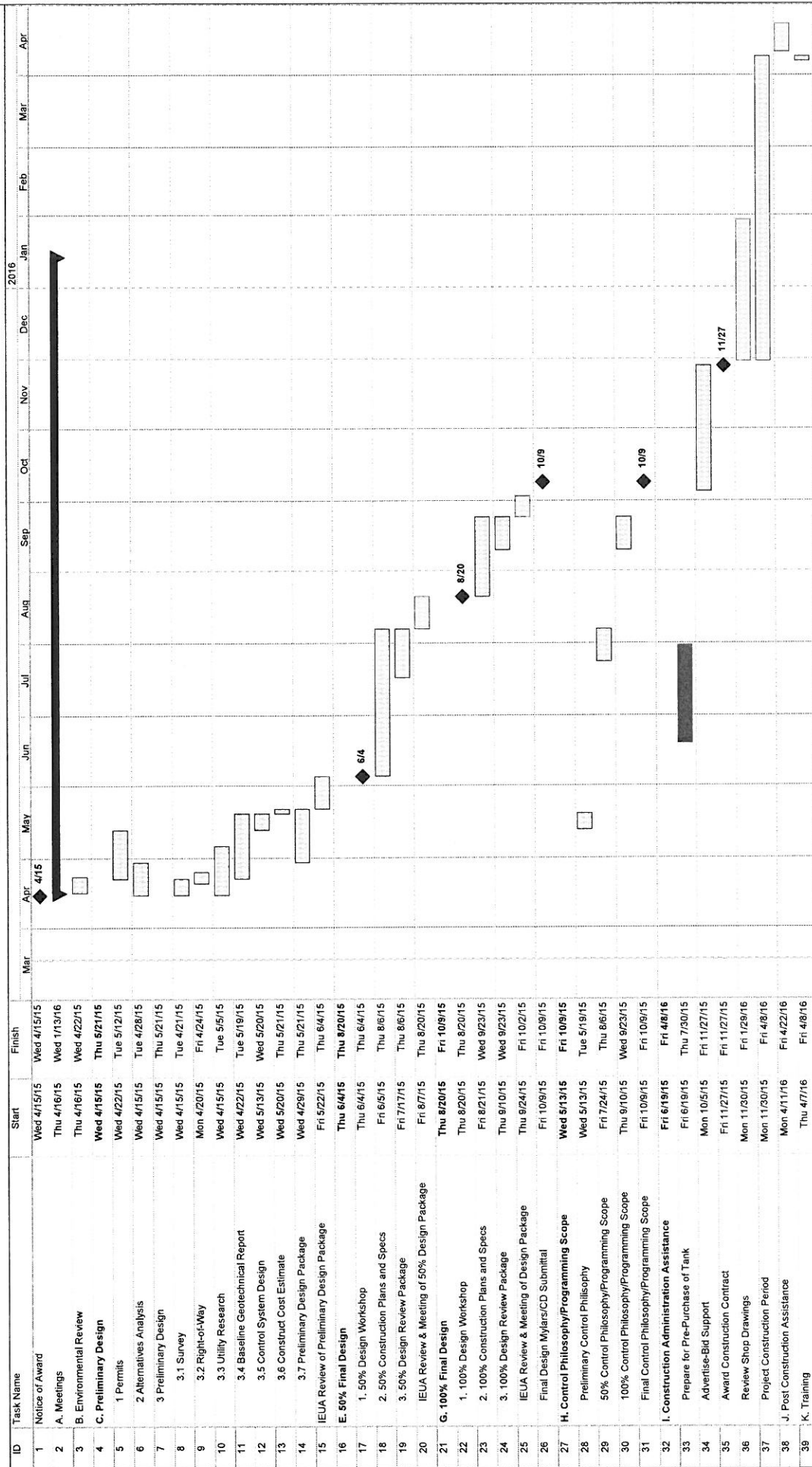
After project completion, we will train your staff to define the new system's purpose to the operators. This training will be combined with that of the contractor's training. Due to this project's size and complexity, we assume four hours of training will be required.

Exhibit B

Inland Empire Utilities Agency
1630 W. Recycled Water Pump Station, EN15055
Proposed Work Effort and Budget

Classification Hourly Rate	STARTED LABOR HOURS AND FEES										ORIE ENGINEERING STRUCTURE				CONVERSE (Contract Side)					TOTAL LABOR FEES	TOTAL CONVERSE CONSULTANTS HOURS	TOTAL CONVERSE CONSULTANTS	TOTAL LABOR HOURS									
	15 \$174	16 \$174	15 \$174	13 \$157	9 \$118	15 \$174	11 \$156	11 \$156	13 \$157	15 \$174	11 \$156	240	Person Crew	Survey Tech	Field Coord	Ray Mansur, PLS	Engineering Support/ CAD Technician	Senior Electrical Designer	Senior Engineer					Principal Engineer	Senior Engineer	Engineer	Total Orie Engineering Structure	Principal Professional	Project Manager	Project Professional	Senior Staff Professional	Staff Professional
A. Meetings	2	8	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	0	18
B. Environmental Review	-	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	0	16
C. 50% Final Design	4	32	74	22	30	218	4	6	12	406	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	\$4,260	490		
1 50% Design Workshop	2	8	10	-	-	16	-	-	-	36	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	36		
2 50% Construction Plans and Specs	-	18	52	16	28	198	-	-	-	314	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	352			
2.1 Survey	-	-	1	-	-	2	-	-	-	19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	19			
2.2 Right-of-Way	-	-	1	-	-	4	-	-	-	11	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	11			
2.3 Utility Research	-	-	2	-	-	2	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	4			
2.4 Baseline Geotechnical Evaluation	-	-	2	-	-	2	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	2			
3 50% Design Review Package	2	4	8	4	2	-	-	-	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	20			
D. 100% Final Design	6	20	30	42	55	110	-	-	-	263	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	277			
1 100% Construction Plans and Specs	-	12	22	14	24	104	-	-	-	176	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	190			
2 Arc Flash Study	-	-	2	-	30	4	-	-	-	60	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	60			
3 100% Final Submittal Package	6	6	8	4	1	2	-	-	-	27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	27			
E. Control Philosophy/Programming Scope	2	2	2	8	-	-	-	-	-	14	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	14			
F. Construction Administration	-	76	28	24	44	20	-	-	-	192	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	200			
Bid Support (2 addenda)	-	6	4	2	-	-	-	-	-	12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	12			
Pre-Bid Meeting	-	2	2	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	4			
Pre-Construction Conference	-	2	2	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	2			
Confirmed Plans and Specifications	-	4	6	-	-	8	-	-	-	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	18			
Weekly Construction Progress Meetings	-	16	-	2	-	26	-	-	-	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	26			
Review Shop Drawings (15)	-	10	-	-	12	-	-	-	-	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	22			
Provide Text & Drawings for Change Orders	-	8	8	-	-	12	-	-	-	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	28			
Respond to Job-Site Questions	-	8	4	-	-	8	-	-	-	20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	24			
Operations & Maintenance Manuals	-	12	4	-	-	8	-	-	-	26	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	26			
Start-Up Protocol and Workshop	-	6	6	-	-	8	-	-	-	22	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	22			
Start-Up Workshop with Contractor	-	2	-	-	-	8	-	-	-	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	10			
G. Post Construction Assistance	1	2	4	-	-	16	-	-	-	25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	25			
H. Training	-	2	2	-	-	2	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0	\$0	4			
	15	15	152	50	151	572	4	6	12	538	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36	\$4,920	604			

Inland Empire Utilities Agency
 1630 W. Recycled Water Pump Station Surge Protection
PROPOSED PROJECT SCHEDULE



Legend:

- Progress Milestone: Diamond
- Summary: Thick black bar
- Project Summary: Thin grey bar
- External Tasks: Grey bar with diamond
- External Milestone: Diamond
- Deadline: Arrow pointing to a date

Project: REVISED_Schedule_1630_W
 Date: Wed 3/18/15

Exhibit C

Exhibit C CONSULTING SERVICES INVOICE

Consultant:	Pay Estimate No.:	Contract Date:	Invoice Date:
Address:	Project No.:	IEUA Project Manager:	This Period:
	Contract No.:		From:
			To:
Project Name and Location:	Account No.:	Consultant Reference No.:	

ORIGINAL CONTRACT:

Task No.	Item Description	Original Contract Value	Total This Period		Total to Date		Progress to Date
		Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Original Contract:		\$0.00		\$0.00		\$0.00	

CONTRACT AMENDMENTS:

Amendment No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date
		Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Contract Amendments:		\$0.00		\$0.00		\$0.00	
Total Contract with Amendments:		\$0.00		\$0.00		\$0.00	

PAYMENT SUMMARY FOR THIS PERIOD:

	Total This Period From: 1/0/1900 To: 1/0/1900
Amount Earned Original Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Amount Due This Period	\$0.00

PRIOR PAYMENT SUMMARY:

	Total to Date From: 1/0/1900 To: 1/0/1900
Amount Earned Original Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

	Total Contract
Total Original Contract	\$0.00
Total Contract Amendments	\$0.00
Total Adjusted Contract	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Balance of Contract	\$0.00

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	1/0/1900
Contract Duration:	0
Contract Completion Date:	
Authorized Time Extension:	0
Revised Completion Date:	

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	#DIV/0!
Contract Work Complete:	#DIV/0!

APPROVALS:

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Manager/Engineer: _____ Date: _____ Executive Manager: _____

Supervising Engineer: _____ Date: _____ Date: _____


Department Manager: _____ Date: _____ General Manager/CEO: _____


Date: _____


**ACTION
ITEM
1C**


Date: April 15, 2015

To: The Honorable Board of Directors

Through:  Engineering, Operations, and Biosolids Management Committee (04/08/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Contract Award for the RP-1 Primary Clarifier Rehabilitation

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract award to J.R. Filanc Construction Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation, Project No. EN08023.05, in the amount of \$630,100; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The construction contract award under the continuing Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation Project is to address new operational issues along the clarifier's chain and flight system. In 2013, Engineering and Construction Management completed the initial capital project to install a replacement surface scum removal system. In order to ensure the new system operated effectively, the manufacturer's recommendation required the surface flights to approach eight feet closer to the new scum collector instead of 28 feet. After six months of operation, several clarifiers began to experience failures within the chain and flight system. Following an extensive field investigation with the contractor and the flight manufacturer, Engineering concluded that excessive tensions along the flights needed to be relieved.

The following are the recommended additional construction improvements:

- Add adjustable tensioning bars throughout each clarifier.
- Replace flights within four clarifiers with a common type.
- Replace the drive shafts with stainless steel to prevent binding due to rust.
- Move deflector bars closer to the bottom of the new scum collector.

Emergency repair work is currently being done on two clarifiers. The proposed construction contract will address the remaining eight clarifiers.

Agency staff advertised this project for construction bids on February 3, 2015, utilizing the Bid Network. On March 12, 2015, the Agency received the following eight bids:

CONTRACTOR	BID AMOUNT
J.R. Filanc Construction, Inc.	\$630,100
J.F. Shea Construction, Inc.	\$774,165
Abhe & Svoboda, Inc.	\$834,471
MMC, Inc.	\$884,151
Environmental Construction, Inc.	\$895,250
RSH Construction Services	\$958,835
Stanek Constructors, Inc.	\$980,000
Tharsos, Inc.	\$988,418
Engineer's Estimate	\$970,000

J.R. Filanc Construction (California Class "A" License No. 134877) offered their low bid of \$630,100, and has received good references from past clients. The Agency has worked well with this contractor on previous projects.

The construction project management approach to implement this project will utilize internal Engineering and Construction Management staff.

Below is the project budget:

PROJECT PHASE	COST
Design (IEUA Labor)	\$65,000
Construction Contract	\$630,100
Construction Management (IEUA Labor)	\$126,020
Contingency	\$126,020
Total Project Budget:	\$947,140

The following is the project schedule:

PROJECT PHASE	DATE
Construction Contract Award	April 2015
Project Completion	December 2015

RP-1 Primary Clarifier Rehabilitation
Construction Contract Award
April 15, 2015
Page 3 of 3

The RP-1 Primary Clarifier Rehabilitation 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.

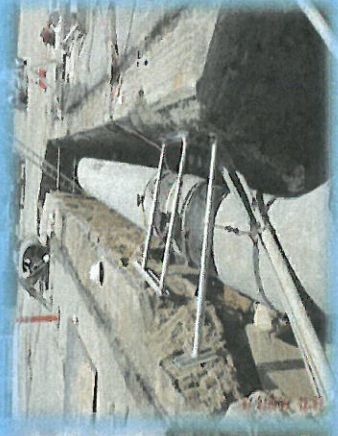
IMPACT ON BUDGET

If approved, the contract for the RP-1 Primary Clarifier Rehabilitation, Project No. EN08023.05, in the Regional Wastewater O&M (RO) fund in the amount of \$630,000 is within the total project budget of \$5,635,456.

PJG:CB:MK:ji

RP-1 Primary Clarifier Rehabilitation Construction Contract Award

Project No. EN08023.05
April 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

Alan Lau,
Engineer

Project Request

- Construction Contract Award to Filanc Construction Inc. for the RP-1 Primary Clarifier Rehabilitation Project



Primary Clarifier Flow

Project Location

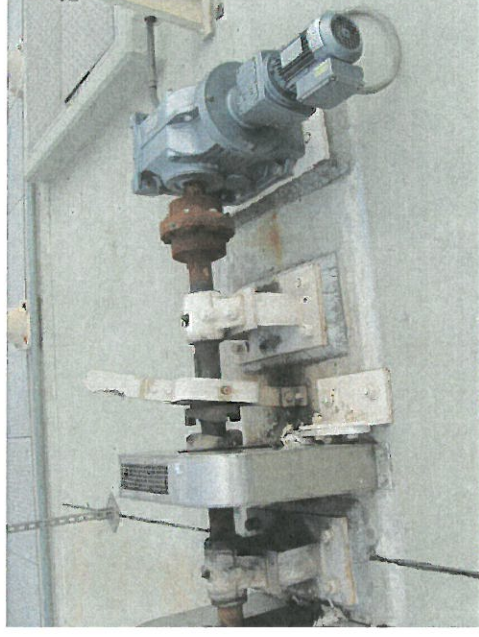


Project Scope

- Replace deflector railings – causing tension onto the line
- Install tension adjustments – provide flexibility adjust chains
- Replace chain and flight to match others – prevent mismatch
- Replace sprockets and drive shafts – prevents future binding



Deflector Railing



Drive Shaft

Bid Results

Contractor	Bid Amount
J.R. Filanc Construction, Inc.	\$630,100
J.F. Shea Construction, Inc.	\$774,165
Abhe & Svoboda, Inc.	\$834,471
MMC, Inc.	\$884,151
Environmental Construction, Inc.	\$895,250
RSH Construction Services	\$958,835
Stanek Constructors, Inc.	\$980,000
Tharsos, Inc.	\$988,418
Engineer's Estimate:	
	\$970,000

Construction Management Approach

- Agency Construction Management Staff
- Agency Project/Construction Manager
- Agency Support Staff

Project Budget & Schedule

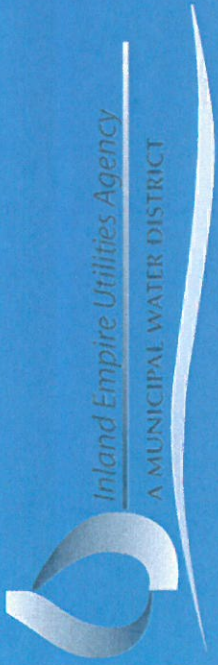
Description	Estimated Cost
Design (IEUA Labor)	\$65,000
Construction Contract	\$630,100
Construction Management (IEUA Labor)	\$126,020
Contingency	\$126,020
Total	\$947,140

Project Phase	Date
Construction Contract Award	April 2015
Construction Completion	December 2015

Recommendation

- Staff recommends that the Board of Directors approve the construction contract award to J.R. Filanc Construction Inc. in the amount of \$630,100.

This 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.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?

DRAFT

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Filanc Construction Inc. , hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR RP-1 PRIMARY CLARIFIER REHABILITATION 2015, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$630,100, Six Hundred Thirty Thousand One Hundred Dollars and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the

quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency two hundred and forty (240) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of \$1000 dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B -

Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D –Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency

and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

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

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

Inland Empire Utilities Agency,*
San Bernardino County, California.

Contractor

By _____
General Manager


By _____
Title


**ACTION
ITEM
1D**


Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(04/08/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Amendment to the Master Agreement with Chino Basin Watermaster for
the Recharge Master Plan Task Order No. 1

RECOMMENDATION

It is recommended that the Board of Directors:

1. Amend the Recharge Master Plan Task Order No. 1, Project No. RW15003, under the Master Agreement with Chino Basin Watermaster; and
2. Authorize the General Manager to execute the amendment.

BACKGROUND

In 2013, an amendment to the 2010 Recharge Master Plan Update (RMPU) was approved by both Inland Empire Utilities Agency and Chino Basin Watermaster (CBWM). This listed potential projects that would increase stormwater and recycled water recharge to the Chino Basin. In August 2014, a Master Agreement was executed to define the roles and responsibilities in managing and cost sharing the implementation of the RMPU yield enhancement projects. This was followed by the approval of Task Order No. 1 under the Master Agreement to implement the design of nine (9) RMPU projects. Recently two projects, Lower San Sevaine Basin and Sierra Basin, were removed from the RMPU because the Lower San Sevaine Basin property was sold by San Bernardino County Flood Control District, and the City of Fontana's Sierra Basin had other future use for the land. In an effort to replace the lost 1,200 acre-feet per

year (AFY) stormwater capture from the two projects that were removed, the CBWM Appropriative Pool Committee members recommended the East Declez Basin Project as a potential replacement. The current Task Order No. 1 requires an amendment to reflect the removal of two (2) projects, the addition of new recommended project, and to adjust the projected design cost to reflect the change.

The proposed new East Declez Basin potentially provides 913 AFY of stormwater capture from the San Sevaine and Declez channels. The initial phase of the project entails the project evaluation, environmental review, and design for the construction of the following new facilities:

- New basin within a 70-acre lot
- New spillway, inlet/outlet structures and gate controls
- Diversion structure within Declez Channel
- Rubber dam system within San Sevaine Channel
- Pump expansion and new piping to convey flow to the new basin

The East Declez Basin project has an estimated total capital cost of \$23.5 million.

With Sierra and Lower San Sevaine projects removed and the addition of East Declez Basin project, the total design project cost under the task order would be reduced from \$8 million to \$7.49 million. Funds originally planned to be used for Lower San Sevaine will be used towards the project development of East Declez Basin.

On January 15, 2015, the Joint Projects Committee (made up of members of CBWM and IEUA), which oversees the status of ongoing collaborative recharge capital projects, made a recommendation to seek approval through the CBWM process for the change of RMPU projects, a total projected budget decrease, and the associated task order amendment. On March 26, 2015, the Watermaster Board approved the amendment.

The following is the schedule, budget and IEUA/Watermaster cost share:

Project Phase	Start	Finish	Budget	Watermaster Share	IEUA Share
Project Development	Jul. 2014	Apr. 2015	\$53,500	\$51,710	\$1,790
Preliminary Design	Apr. 2015	Aug. 2016	\$1,360,300	\$1,314,850	\$45,450
Environmental	Feb. 2015	Aug. 2016	\$532,200	\$514,420	\$17,780
Design	Aug. 2016	Dec. 2017	\$5,169,100	\$4,996,410	\$172,690
Permits	Aug. 2016	Dec. 2017	\$375,400	\$362,860	\$12,540
Total:			\$7,490,500	\$7,240,250	\$250,250

The amendment to the task order meets IEUA's water reliability business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

PRIOR BOARD ACTION

On August 20, 2014, the Board of Directors approved the Task Order No. 1 under the 2014 Master Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

On July 16, 2014, the Board of Directors approved the Master Cost Sharing Agreement (Master Agreement) between Inland Empire Utilities Agency and Chino Basin Watermaster.

IMPACT ON BUDGET

There is no impact to this year's fiscal budget under Project No. RW15003. For future fiscal years, the total projected cost to implement the design efforts for Task Order No. 1 has been budgeted under the Groundwater Recharge Fund (RW) within the next fiscal years of the Ten Year Capital Improvement Projects.

PJG:CB:MK:jsi

IEUA/CBWM

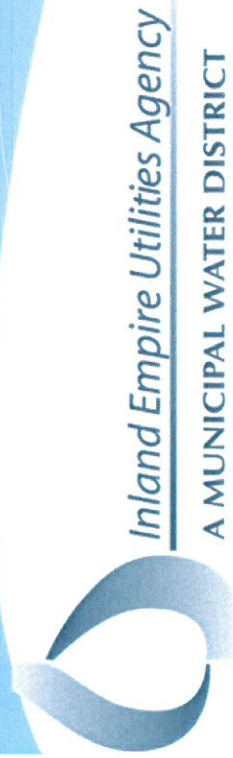
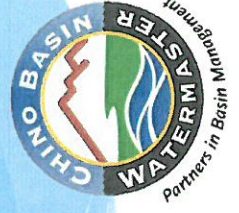
Master Cost Sharing Agreement

Amendment to Task Order No. 1
RW15004



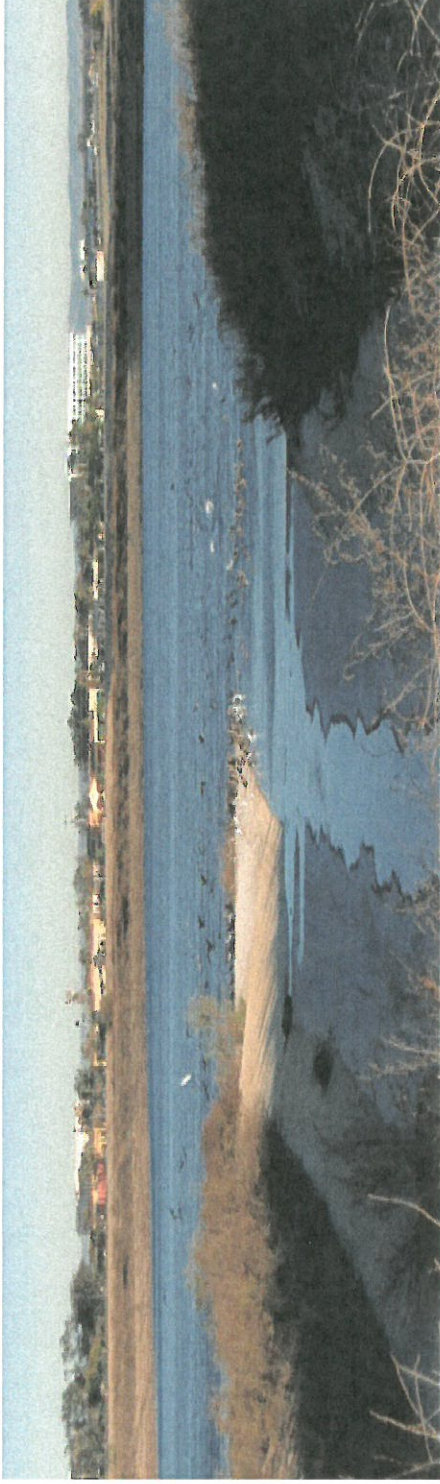
Majid Karim, P.E.
Acting Manager of Engineering

Joel Ignacio, P.E.
Senior Engineer



Project Request

- Amend Task Order No. 1 under the Master Agreement with Chino Basin Watermaster to reflect recent changes to the listing of design projects under the Recharge Master Plan Update (RMPU)



Inlet Flow to Turner Basin 1

Project Background

Jun 2010
CBWM and IEUA drafted the 2010 Recharge Master Plan Update (RMPU)

Oct 2013
CBWM & IEUA finalized and approved the Amendment to 2010 RMPU
11 projects for 2020 completion

Jul 2014
CBWM & IEUA executed the Master Agreement Management and cost of joint capital projects

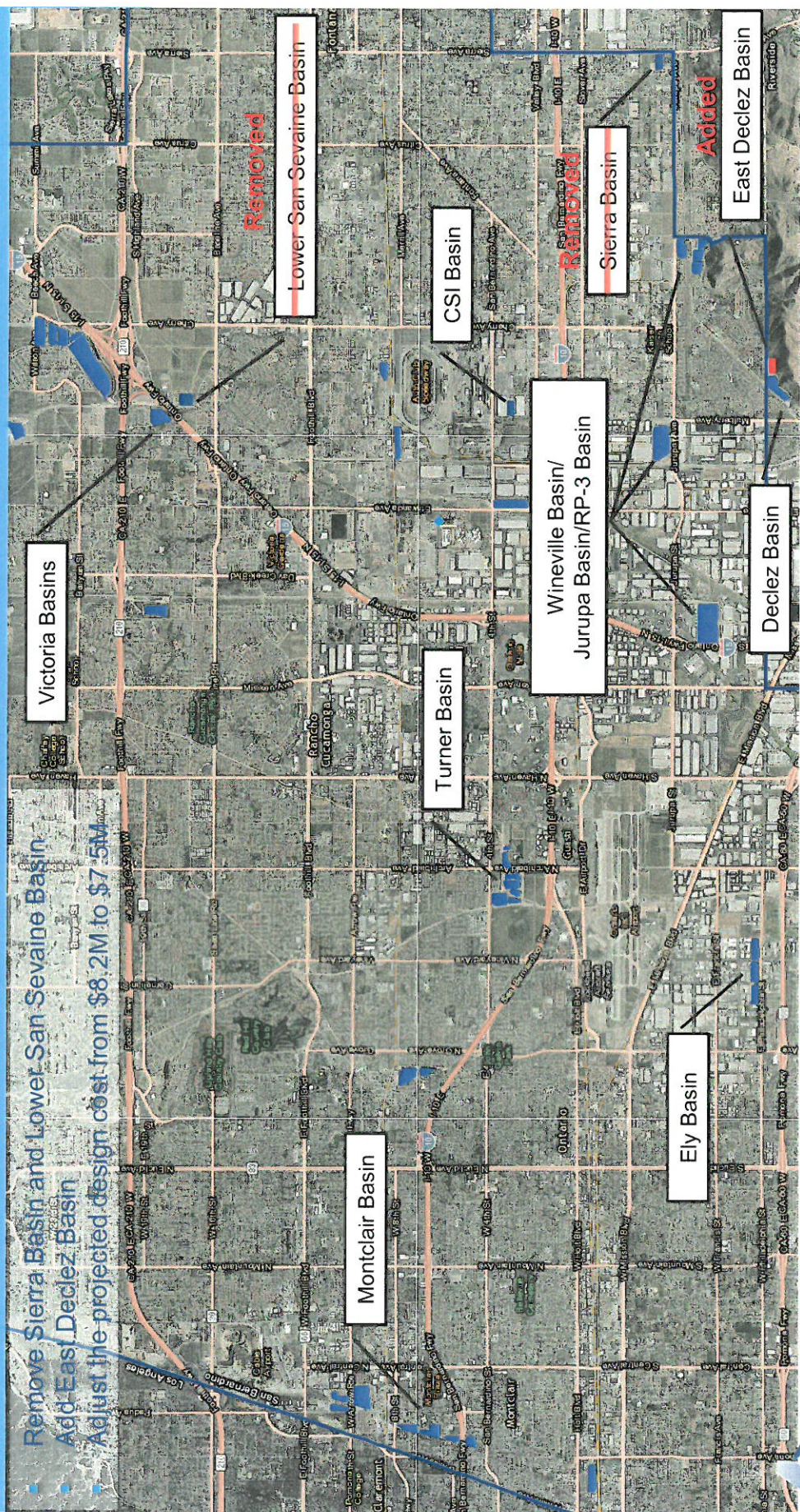
Aug 2014
CBWM & IEUA executed Task Order No.1
The design of nine (9) RMPU projects 94% shared with CBWM

Dec 2014
Two RMPU projects Lower San Sevaine Basin and Sierra Basins were deemed infeasible

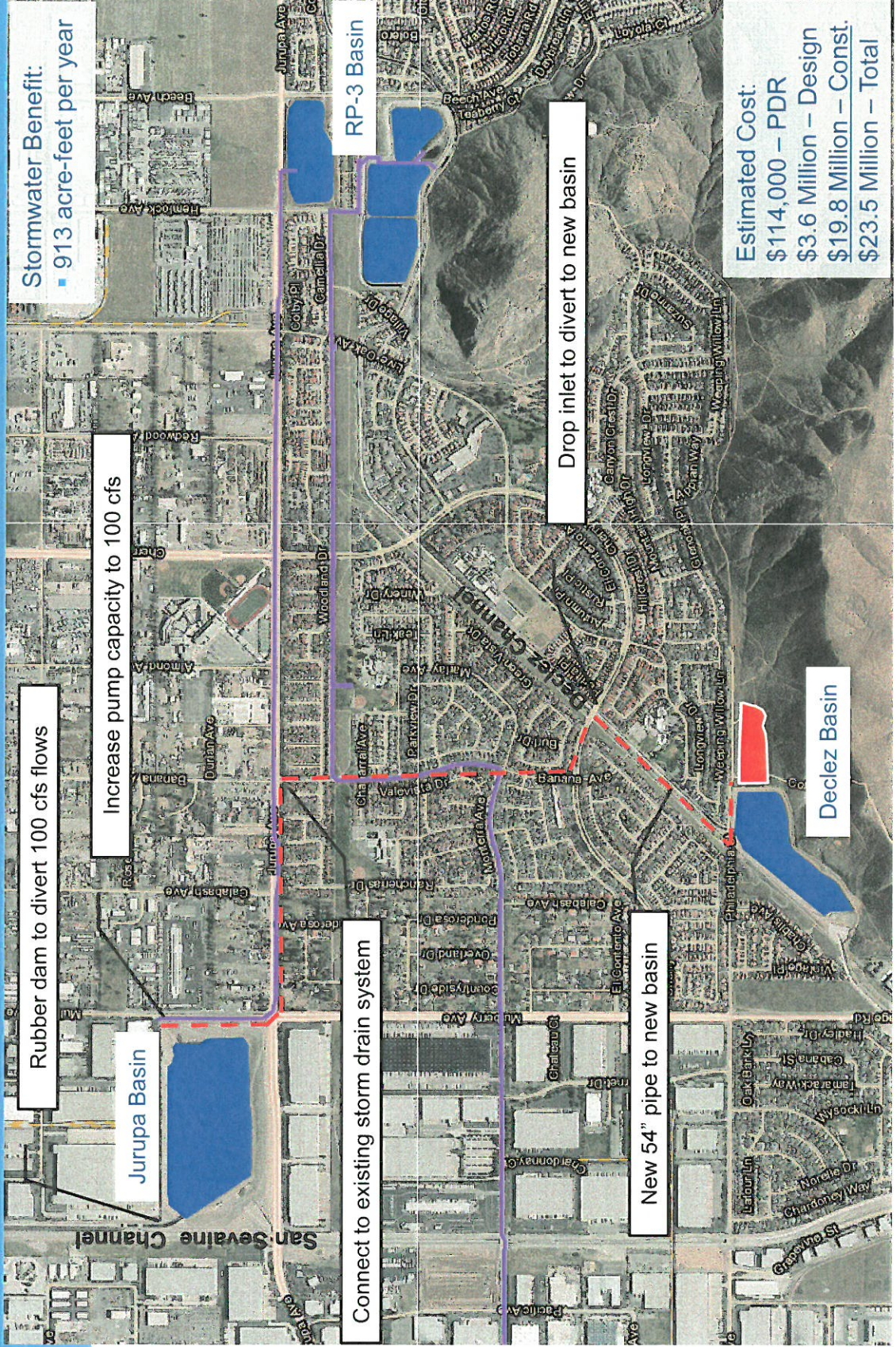
Feb 2015
Joint Project Committee recommended a potential replacement, East Declez Basin

Proposed Amendment

- Remove Sierra Basin and Lower San Sevaine Basin
- Add East Declez Basin
- Adjust the projected design cost from \$8.2M to \$7.5M

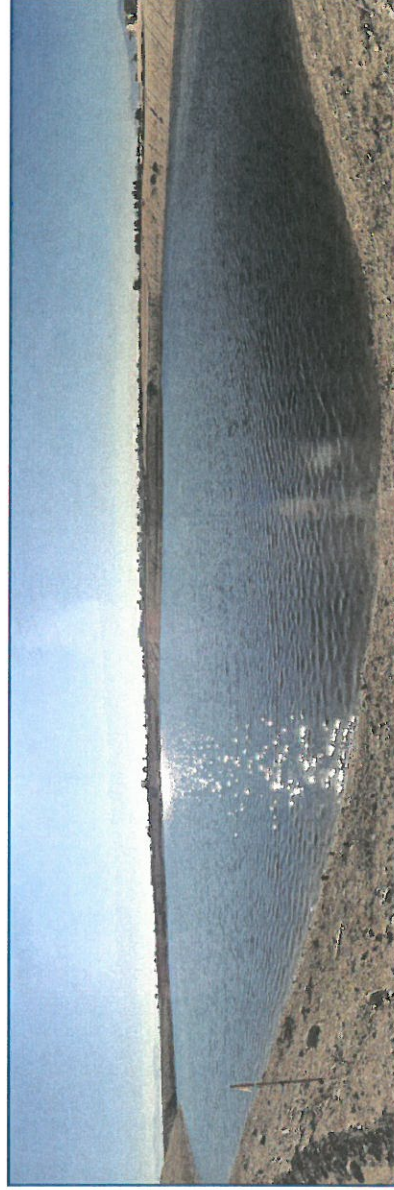


East Declez Basin - Background



Project Budget and Schedule

Project Phases	Start	Finish	Projected Cost	CBWM Share	IEUA Share
Project Development	Jul. 2014	Apr. 2015	\$53,500	\$51,710	\$1,790
Preliminary Design	Apr. 2015	Aug. 2016	\$1,360,300	\$1,314,850	\$45,450
Environmental	Feb. 2015	Aug. 2016	\$532,200	\$514,420	\$17,780
Design	Aug. 2016	Dec. 2017	\$5,169,100	\$4,996,410	\$172,690
Permits	Aug. 2016	Dec. 2017	\$375,400	\$362,860	\$12,540
Total:			\$7,490,500	\$7,240,250	\$250,250



Recommendation

- Staff recommends Board approve Task Order No.1 Amendment
 - Recently approved by CBWM
 - The Pool Members on March 12, 2015
 - The Advisory Committee on March 19, 2105
 - The Board on March 23, 2015

Meets IEUA business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

Questions?



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT



FIRST AMENDMENT
to
TASK ORDER NO. 1
2013 RMPU AMENDMENT YIELD ENHANCEMENT PROJECTS
PLANNING, PERMITTING AND DESIGN
under the
MASTER AGREEMENT REGARDING THE
MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS
between
INLAND EMPIRE UTILITIES AGENCY
and
CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 1 is made and entered into as of the ____ day of April, 2015 by and between the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) (each a "Party" and collectively, the "Parties").

RECITALS

A. Task Order No. 1 for the 2013 RMPU Amendment Yield Enhancement Projects Planning, Permitting and Design (the "Task Order") was approved by IEUA on April August 20, 2014, and by Watermaster on August 28, 2014.

B. During the January 15, 2015 Joint Projects Committee Meeting, staff recommended the inclusion of a new project, the East Declez Project, within the Recharge Master Plan list of projects and the removal of Sierra Basin and Lower San Sevaine which are no longer viable RMPU project. The Sierra Basin was no longer an option due to the City of Fontana's desire to use the land for other purposes, while Lower San Sevaine is no longer an option due to the land where the project was to be located was sold to a home developer.

C. IEUA and Watermaster wish to amend Task Order No. 1 to reflect these changes on the listed RMPU projects which are considered for design, decrease the total projected design cost, and to adjust the reimbursement schedule under which Watermaster provides its share of the costs to IEUA.

NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 2 of the Task Order titled SCOPE shall be amended to read:

The activities to be undertaken pursuant to this Task Order include preliminary design, proof-of-concept analyses, completion of the CEQA process, permitting, and final design for the following 2013 RMPU Amendment Yield Enhancement Projects, as those projects are further described in the 2013 RMPU Amendment:

ID	Basin Projects
18a	CSI Storm Water Basin
23a	2013 RMPU Proposed Wineville PS to Jurupa, Expanded Jurupa PS to RP3 Basin, and 2013 Proposed RP3 Improvements
-	East Declez Basin
11	Victoria Basin
14	Turner Basin
15a	Ely Basin
2	Montclair Basins

Under this task order the following is an estimated scheduled and projected cost break down for each phase of work:

Phases	Start	Finish	Projected Cost
Project Development	07/01/14	04/15/15	\$53,547
Preliminary Design	04/16/15	08/26/16	\$1,360,328
Environmental	02/19/15	08/29/16	\$532,190
Design	08/29/16	12/29/17	\$5,169,055
Permits	08/29/16	12/29/17	\$375,380
		Total	\$7,490,500

2. Section 5 of the Task Order titled BUDGET AND COST ALLOCATION shall be amended to read:

The budget for the activities to be undertaken pursuant to this Task Order is five million four hundred sixty-nine thousand five hundred dollars (\$7,490,500) unless the scope of work is changed and an increase is authorized by the Parties ("Budget"). The Parties agree that these costs are shared consistent with the methodology described in Peace II Agreement Section 8.1(b), and that IEUA's share of the costs is based on a 50% allocation of the costs of those portions of the project for which there is a recycled water component. The Budget includes IEUA capital, administrative, and overhead expenses associated with IEUA's provision of the services described in Section 3, above. The fiscal year budget allocation is as follows:

Design - RMPU YE Design	Fiscal Year 2015/16	Fiscal Year 2016/17	Fiscal Year 2017/18	Total
Watermaster	\$569,750	\$3,100,000	\$3,570,500	\$7,240,250
IEUA	\$250,250	-	-	\$250,250
Total	\$820,000	\$3,100,000	\$3,549,500	\$7,490,500

3. Section 6 of the Task Order titled TOTAL BUDGETED COST shall be amended to read:

The Parties agree to pay their respective portion of the total costs, and the parties shall not be required to pay more than \$7,490,500 ("Total Budgeted Cost").

4. Section 7 of the Task Order titled MAXIMUM COSTS TO WATERMASTER shall be amended to read:

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$7,240,250.

ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

Joseph Grindstaff
General Manager

CHINO BASIN WATERMASTER:


Peter Kavounas
General Manager


**ACTION
ITEM
1E**


Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(04/08/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Amendment to the Master Agreement with Chino Basin Watermaster for
the San Sevaine Basin Improvement Task Order No. 8

RECOMMENDATION

It is recommended that the Board of Directors:

1. Amend the Master Agreement with Chino Basin Watermaster for the San Sevaine Basin Improvement Task Order No. 8, Project No. EN13001, and increase the total project cost by \$2.96 million; and
2. Authorize the General Manager to execute the amendment.

BACKGROUND

In 2013, an amendment to the 2010 Recharge Master Plan Update (RMPU) was approved by both Inland Empire Utilities Agency and Chino Basin Watermaster (Watermaster). This 2013 Amendment to the RMPU listed potential projects would increase stormwater and recycled water recharge to the Chino Basin. In August 2014, a Master Agreement was executed to define the roles and responsibilities in managing and cost sharing the implementation of the RMPU yield enhancement projects. This was followed by the approval of Task Order No. 8 under the Master Agreement to implement the design and construction of the San Sevaine Basin improvement which is part of the RMPU. In December 2014, the Preliminary Design Report (PDR) for the San Sevaine Basin Project made recommendations for changes in the design approach of the

project. The requested amendment to Task Order No. 8, under the Master Agreement with Chino Basin Watermaster reflects these changes.

The completed PDR recommended for design and construction of a common piping system to convey both stormwater from Basin 5 and recycled water from IEUA’s existing distribution system to Basins 1, 2, and 3, which recharge more efficiently than Basin 5. The final PDR also recommended a dual pump station in Basin 5 for operational reliability of stormwater conveyance to Basins 1, 2, and 3. If amended, the change in scope increases the total cost of the project by \$2.96 million, and the anticipated stormwater recharge increases from 304 acre-feet per year (AFY) to 642 AFY, and recycled water increases from 1,177 AFY to 4,100 AFY.

On January 15, 2015, the Joint Projects Committee, which oversees the status of ongoing collaborative recharge capital projects, made a recommendation to seek approval through the Watermaster process for a total project budget increase and the associated task order amendment. On March 26, 2015, the Watermaster Board approved the amendment.

The following is the projected budget and IEUA/Watermaster cost share:

Project Phase	Start	Finish	Total Project Budget	IEUA Share	Watermaster Share
Preliminary Design	Oct. 2012	Apr. 2015	\$200,000	\$100,000	\$100,000
Environmental Impact	Jun. 2013	May 2015	\$32,200	\$16,100	\$16,100
Design	Apr. 2015	Nov. 2015	\$206,200	\$103,100	\$103,100
Permits	May 2013	Nov. 2015	\$100,000	\$50,000	\$50,000
Bid and Award	Nov. 2015	Jan. 2016	\$11,600	\$5,800	\$5,800
Construction	Jan. 2016	Apr. 2017	\$5,910,000	\$2,955,000	\$2,955,000
Total:			\$6,460,000	\$3,230,000	\$3,230,000

The project received grand funding in the amount of \$750,000 from SAWPA Proposition 84 funding, which will reduce the project cost accordingly. The grant will also be shared equally by IEUA and Watermaster.

The amendment to the task order meets IEUA’s water reliability business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

PRIOR BOARD ACTION

On August 20, 2014, the Board of Directors approved the Task Order No. 8, under the 2014 Master Agreement between Inland Empire Utilities Agency and Chino Basin Watermaster.

Amendment to the Master Agreement with CBWM for
the San Sevaine Basin Improvement Task Order No. 8
April 15, 2015
Page 3 of 3

On July 16, 2014, the Board of Directors approved the Master Cost Sharing Agreement (Master Agreement) between Inland Empire Utilities Agency and Chino Basin Watermaster.

IMPACT ON BUDGET

If approved, the increase of \$2.96 million to the total project budget has no impact to the FY 2014/15 appropriation for Project No. EN13001 in the Recycled Water (WC) fund. For future fiscal years, the total project budget to implement the design and construction efforts for Task Order No. 8 was included in the adopted FY 2015/16-2024/25 Ten Year Capital Improvement Plan.

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IEUA/CBWM

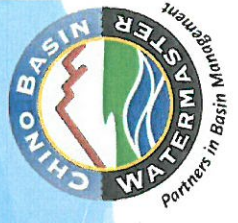
Master Cost Sharing Agreement

Amendment to Task Order No. 8
EN13001



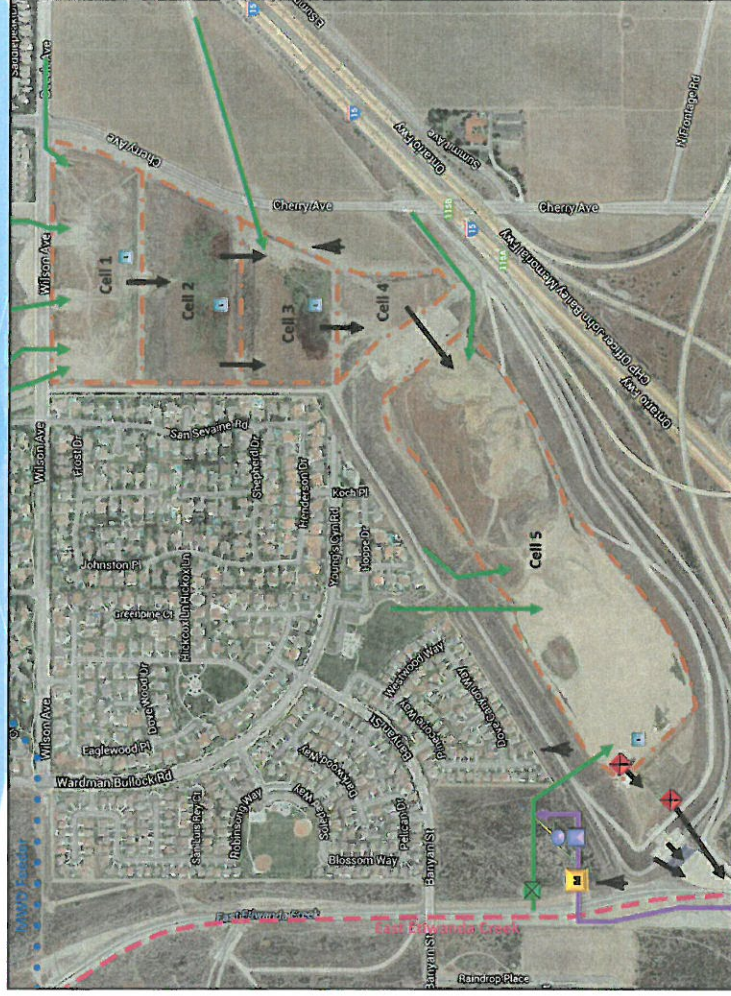
Majid Karim, P.E.
Acting Manager of Engineering

Joel Ignacio, P.E.
Senior Engineer



Project Request

- Amend Task Order No. 8 of the Master Agreement with Chino Basin Watermaster
 - Changes in scope and budget identified in the preliminary design report



Current Process Flow of San Sevaine Basin

Project Background

Jun. 2010
CBWM and IEUA drafted the 2010 Recharge Master Plan Update (RMPU)

Oct. 2013
CBWM & IEUA finalized and approved the Amendment to 2010 RMPU
11 projects for 2020 completion

Jul. 2014
CBWM & IEUA executed the Master Agreement Management and cost of joint capital projects

Aug. 2014
CBWM & IEUA executed Task Order No.8
Implement San Sevaine Basin
50% shared with CBWM

Dec. 2014
Completion of San Sevaine Preliminary Design Report (PDR)

Jan. 2015
Joint Project Committee reviewed the PDR and recommend for further approval

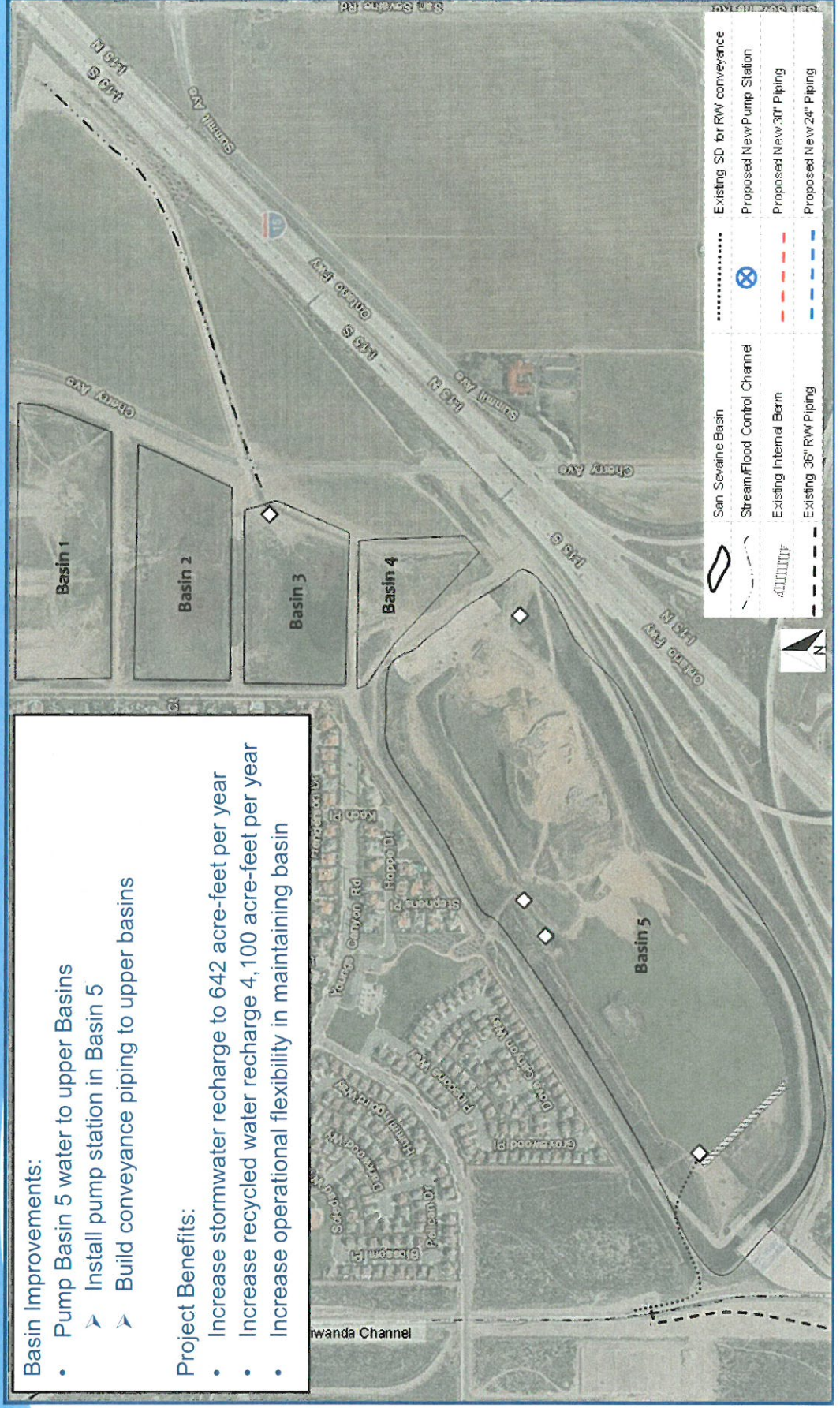
Preliminary Development Recommendation

Basin Improvements:

- Pump Basin 5 water to upper Basins
- Install pump station in Basin 5
- Build conveyance piping to upper basins

Project Benefits:

- Increase stormwater recharge to 642 acre-feet per year
- Increase recycled water recharge 4,100 acre-feet per year
- Increase operational flexibility in maintaining basin



Proposed Amendment

- Define Task Order No. 8 based on recommended design scope
- Adjust Task Order No. 8 total projected cost from \$3.5M to \$6.45M

Initial Design

- 303 Acre-ft per year of storm water
- 1,911 Acre-ft per year of recycled water
- 3,700 liner feet of piping
- One basin inlet structure

Recommended Design

- 642 Acre-ft per year of storm water
- 4,100 Acre-ft per year of recycled water
- 6,000 Liner Feet of Piping
- Three basin inlet structure

Project Budget and Schedule

Project Phases	Start	Finish	Projected Cost	IEUA Share	CBWM Share
Preliminary Design	Oct. 2012	Apr. 2015	\$200,000	\$100,000	\$100,000
Environmental Impact Design	Jun. 2013	May 2015	\$32,200	\$16,100	\$16,100
Permits	Apr. 2015	Nov. 2015	\$206,200	\$103,100	\$103,100
Bid and Award	May 2013	Nov. 2015	\$100,000	\$50,000	\$50,000
Construction	Nov. 2015	Jan. 2016	\$11,600	\$5,800	\$5,800
	Jan. 2016	Apr. 2017	\$5,910,000	\$2,955,000	\$2,955,000
			Total:	\$6,460,000	\$3,230,000

- Project approved for \$750,000 grant for the Department of Water Resources through the Santa Ana Project Authority as part of Proposition 84

Recommendation

- Staff recommends Board approve Task Order No.8 Amendment
 - Recently approved by CBWM
 - The Pool Members on March 12, 2015
 - The Advisory Committee on March 19, 2105
 - The Board on March 23, 2015

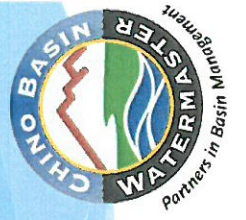
Meets IEUA business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities

Questions?



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT



FIRST AMENDMENT
to
TASK ORDER NO. 8
SAN SEVAINE BASIN RMPU IMPROVEMENT PROJECT
under the
MASTER AGREEMENT REGARDING THE
MANAGEMENT OF COLLABORATIVE RECHARGE PROJECTS
between
INLAND EMPIRE UTILITIES AGENCY
and
CHINO BASIN WATERMASTER

This First Amendment to Task Order No. 8 is made and entered into as of the ____ day of April, 2015 by and between the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) (each a "Party" and collectively, the "Parties").

RECITALS

- A. Task Order No. 8 for the San Sevaire Basin RMPU Improvement Project (the "Task Order") was approved by IEUA on August 20, 2014, and by Watermaster on August 28, 2014.
- B. The recommended design approach for the San Sevaire Basin RMPU Improvement Project ("Project") necessitates a change to the Project's total budget from \$3.55 million to \$6.46 million.
- C. IEUA and Watermaster wish to amend that Task Order to reflect the necessary budget increase and to adjust the reimbursement schedule under which Watermaster provides its share of the costs to IEUA.

NOW THEREFORE IT IS AGREED TO AMEND THE TASK ORDER AS FOLLOWS:

1. Section 2 of the Task Order titled SCOPE shall be amended to read:

The activities to be undertaken pursuant to this Task Order include project development to properly establish project's scope and schedule, preliminary design evaluation to define the extent of the upgrades of each site, design for the preparation of the construction plans and specifications for the upgrades, permitting and CEQA review for each site proposed for upgrades, bid/award of the construction contract to the lowest responsible/responsive bidder, and the construction of the improvements. The following is projected cost breakdown and schedule for each of the project phases:

<u>Phase</u>	<u>Start</u>	<u>Finish</u>	<u>Projected Cost</u>
Pre-design	10/1/2012	5/21/2015	\$200,000
Environmental Impact	6/26/2013	6/24/2015	\$32,200
Design	5/22/2015	1/6/2016	\$206,200
Permits	6/26/2013	1/6/2016	\$100,000
Bid and Award	1/7/2016	3/22/2016	\$11,600
Construction	3/23/2016	6/26/2017	\$5,910,000
		Total	\$6,460,000

2. Section 5 of the Task Order titled BUDGET AND COST ALLOCATION shall be amended to read:

Unless the scope of work is changed and an increase is authorized by the Parties the budget for the activities to be undertaken pursuant to this Task Order is three million five hundred thousand dollars (\$6,460,000) (“Budget”), of which \$750,000 in grant funds are available for the Project. The Parties agree that Budget less the grant funds is shared 50-percent by both parties which is consistent with the methodology described in Section 8.1(b) of the Peace II Agreement. The Budget includes IEUA capital, administrative, and overhead expenses associated with IEUA’s provision of the services described in Section 3, above. The Budget shall be allocated among the Parties as shown in the table below. The Parties shall budget, pursuant to their own budget mechanism, such that each is able to expend the amounts shown in the Fiscal Years shown in the table below.

San Sevaine Basin	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Fiscal Year 2016/17	Total
Watermaster	-	\$475,000	\$1,126,900	\$1,253,100	\$2,855,000
IEUA	\$63,000	\$412,000	\$1,126,900	\$1,253,100	\$2,855,000
Grant Funding	\$27,000	\$220,000	\$251,500	\$251,500	\$750,000
Total	\$90,000	\$1,107,000	\$2,505,300	\$2,757,700	\$6,460,000

3. Section 6 of the Task Order titled TOTAL BUDGETED COST shall be amended to read:

The Parties agree to pay their respective portion of the Budget, less the \$750,000 of available grant funding. The parties shall not be required to pay more than \$5,710,000 ("Total Budgeted Cost").

4. Section 7 of the Task Order titled MAXIMUM COSTS TO WATERMASTER shall be amended to read:

The costs to be required of Watermaster under this Task Order shall be the Total Budgeted Cost that is not paid with available \$750,000 grant money, or \$2,855,000.

5. Section 8 of the Task Order titled MAXIMUM COSTS TO IEUA shall be amended to read:

The costs to be required of IEUA under this Task Order shall be the Total Budgeted Cost that is not paid with available \$750,000 grant money, or \$2,855,000.

ALL OTHER PROVISIONS SHALL REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

Joseph Grindstaff
General Manager

CHINO BASIN WATERMASTER:


Peter Kavounas
General Manager


**ACTION
ITEM
1F**


Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/08/15)

From:  P. Joseph Grindstaff
General Manager

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

 Majid Karim
Acting Manager of Engineering

Subject: Contract Award for the RP-1 Power System Upgrades

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the consulting engineering services contract award for the RP-1 Power System Upgrades, Project No. EN13048, to Tetra Tech Inc. for the not-to-exceed amount of \$269,380; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Regional Water Recycling Plant No. 1 (RP-1) is located in the City of Ontario and has been in operation since 1948. The plant has undergone several expansions to increase the treatment capacity. The plant serves areas of Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, and solids removed from RP-4, located in Rancho Cucamonga. The plant treats an average influent wastewater flow of approximately 28 million gallons per day.

The purpose of this project is to assess the entire existing power distribution system at RP-1, evaluate existing conditions of larger electrical equipment, analyze a redundant feed system to the facility from Southern California Edison, perform grounding and conductive studies, and prepare a predesign report identifying the required power distribution system improvements to meet the demands of future projects at RP-1.

Contract Award for the RP-1 Power System Upgrades

April 15, 2015

Page 2 of 2

On January 22, 2015, Agency staff advertised a design Request for Proposals and distributed it onto *The Network* for solicitations of proposals. On February 24, 2015, the Agency received one proposal from Tetra Tech, Inc. for a not-to-exceed amount of \$269,380. The proposal was reviewed by a selection committee, which was made up of six Agency staff from Engineering and Technical Support Services. Based on the project team qualifications and experience, understanding of the project scope, and ability to meet the project schedule, the committee concurred that Tetra Tech Inc. was a qualified firm. An interview was held on March 16, 2015, to meet with Tetra Tech, Inc. to discuss their proposal.

Below is a schedule of the projected costs for the project:

PROJECT PHASE	PROJECTED COSTS
Pre-Design	\$269,380
Pre-Design Contingency	\$34,620
Design (by others)	\$400,000
Remaining Project Budget	\$268,990
Total	\$972,990

The overall project schedule is as follows:

PROJECT PHASE	DATE
Pre-Design Contract Award	April 2015
Pre-Design Completion	August 2015
Design (by others) Completion	June 2016

The RP-1 Power System Upgrades, Project No. EN13048, is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within the facilities to meet essential service demands and to protect public health and the environment.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the cost of the consulting engineering services contract for the RP-1 Power System Upgrades, Project No. EN13048 in the Recycled Water (WC) Fund for the not-to-exceed amount of \$269,380, is within the total project budget of \$972,990.

PJG:CB:MK:lm

RP-1 Power System Upgrades Engineering Services Contract Award

Project No. EN13048
April 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

Liza Muñoz, P.E.,
Senior Office Engineer

Project Request

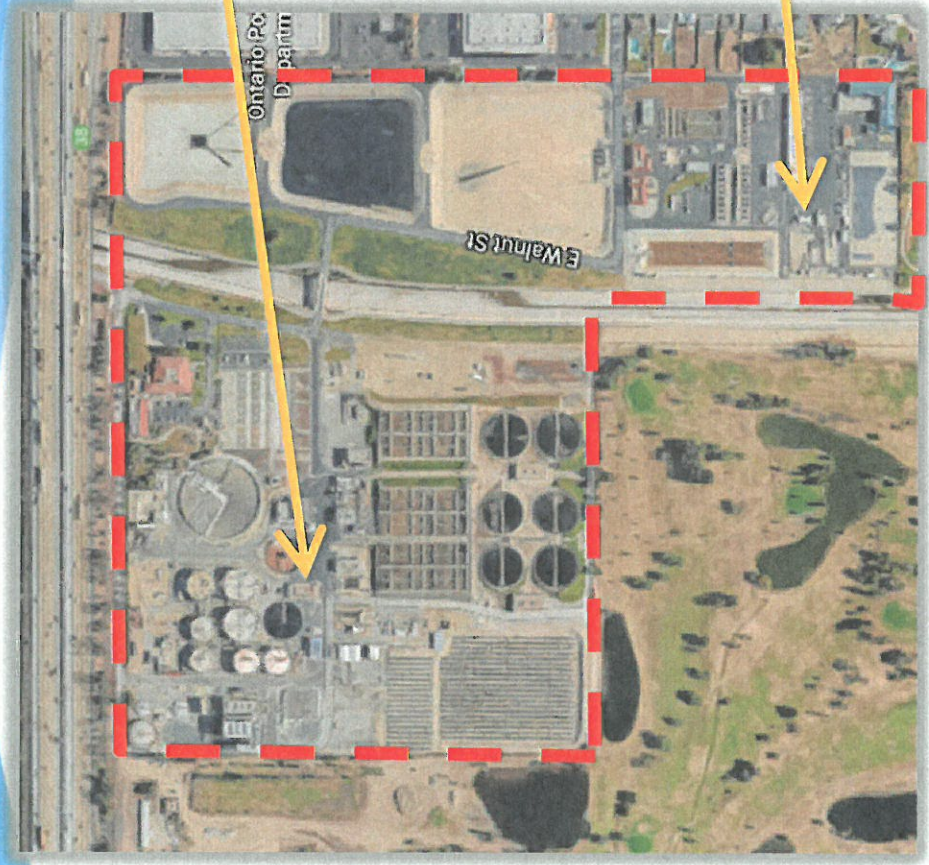
- Consultant Contract Award for
 - RP-1 Power System Upgrades Preliminary Design Report
 - Regional Water Recycling Plant No. 1 (RP-1)
 - Power limitation at RP-1 RWPS to run all pumps at once
 - No redundancy for main SCE feed to RP-1
 - Power needs for future expansions
 - Requirements to rehabilitate existing equipment

Project Scope

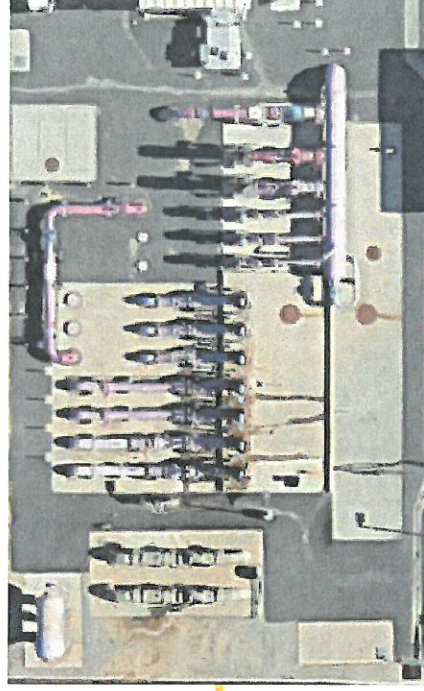
- Evaluate electrical system for future loads
- Evaluate options for redundant SCE feed to RP-1
- Conditional assessment of large electrical equipment
- Perform electrical studies



Project Location



Switchgear at RP-1



RP-1 Recycled Water Pump Station

Consultant Selection

- Process
 - Issued RFP on January 22, 2015
 - Four Consultants attended the job walk
 - Received one proposal from Tetra Tech Inc.
 - Justification for selecting Tetra Tech, Inc.
 - Good understanding of scope of work
 - Project team qualification and experience met requirements

Project Budget and Schedule

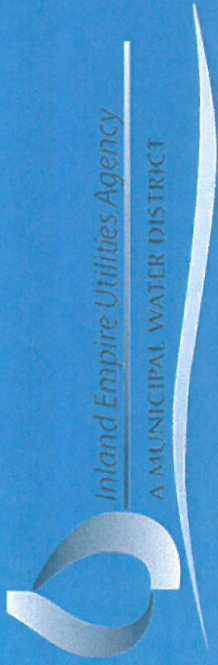
Description	Estimated Cost
Pre-Design (Consultant)	\$269,380
Pre-Design (IEUA Labor)	\$34,620
Design (by others) (Consultant and IEUA Labor)	\$400,000
Remaining Project Budget	\$268,990
Total	\$972,990

Project Phase	Date
Pre-Design Award	April 2015
Pre-Design Completion	August 2015
Design (by others) Completion	June 2016

Recommendation

- Staff recommends the Board approve the consulting engineering services contract award to Tetra Tech, Inc. for the RP-1 Power System Upgrades, Project No. EN13048, for the not-to-exceed amount of \$269,380.

This project meets the Agency's Wastewater Business Goal in maintaining capacity to meet essential service demands and to protect public health and environment



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?

DRAFT

Sample of Standard Contract

CONTRACT NUMBER: (RESERVED)

FOR

(PROJECT TITLE)

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, _____, 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"), (COMPANY NAME), of (CITY), (STATE) (hereinafter referred to as "Consultant"), for (PROJECT DESCRIPTION).

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:

Project Manager

Address: 6075 Kimball Avenue, Building B
Chino, California 91708

Telephone:

Email:

Facsimile:

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

Consultant: (NAME)

Address: (ADDRESS)
(CITY, STATE, ZIP)

Telephone: (AREA CODE) (NUMBER), Extension (NO.)

Email: (EMAIL ADDRESS)

Facsimile: (AREA CODE) (NUMBER)

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 (*NO.*).
 2. Contract Number (*NO.*) General Terms and Conditions.
 3. Agency's Request for Proposals Number (*NO.*) and all germane Addenda.
 4. Consultant's Proposal, dated (*DATE*).
4. SCOPE OF WORK AND SERVICES: Consultant services and responsibilities shall include, and be in accordance with tasks identified in the Agency's Request for Proposals dated [date] which is incorporated herein by this reference.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon [date] OR [completion of project], unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Consultant's properly-executed once-monthly invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Consultant a NOT-TO-EXCEED maximum lump-sum total of (NTE AMOUNT) for all services provided. Payment shall be made according to milestones achieved and accepted by the Agency's Project Manager.

7. 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.
8. 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 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.
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: \$2,000,000 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 single 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.
 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, volunteers, property owners and any engineers under contract to the Agency 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 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.
- 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 work 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: 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.
- 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:

Attn. Mr. Warren Green, Manager of Contracts
& Facilities Services
c/o Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709-0902

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 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.
- B. 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.

- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- D. 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.
- E. 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.
- 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 and Unlawful Discrimination: 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 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 in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after 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 (7) 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 to 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 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.

K. Grant-Funded Projects: For grant-funded (e.g., State Revolving Funds) projects, the Consultant shall be responsible to comply with all grant requirements related to the project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and

Public Access to Records, and Compliance Review. Federally-funded projects will have separate, additional reporting accountability on the use of funds.

11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the 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.

13. TITLE AND RISK OF LOSS:

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.

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.

Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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:

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.

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.

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 the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to 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.

15. 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.

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

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

Consultant: *(CONSULTANT'S REPRESENTATIVE)*
(COMPANY NAME)
(ADDRESS)
(CITY, STATE, ZIP)

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the 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.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify 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.

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. 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.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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.
23. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
24. 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: (COMPANY NAME):

_____	_____	_____	_____
P. Joseph Grindstaff	(Date)	(AUTH. REP.)	(Date)
General Manager		(TITLE)	


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**ACTION
ITEM
1G**


Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/08/15)
Finance, Legal, and Administration Committee (04/08/15)

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: Energy Service Provider Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Amend the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of electricity per hour at a variable rate;
2. Amend the current agreement with SENA US, L.P. for one year to purchase 200 MMBtu per day of natural gas at a variable rate; and
3. Authorize the General Manager to finalize and execute the amended agreements.

BACKGROUND

IEUA currently participates in a program known as Direct Access (DA) that allows the purchase of electricity from an Energy Service Provider (ESP) instead of the local utility, Southern California Edison (SCE). The Agency currently purchases electricity for the power needed at the Regional Water Recycling Plant No.1 (RP-1), Regional Water Recycling Plant No.2 (RP-2), and Carbon Canyon Water Recycling Facility (CCWRF) from SENA under a Master Energy Sales Agreement (MESA).

IEUA also receives natural gas commodity service from SENA at five service locations under a master Natural Gas Sales and Purchase Agreement. IEUA's agreement with SENA provides the

natural gas necessary to supplement the biogas for the fuel cell and the internal combustion engine (non-core accounts), as well the boilers and other uses (core accounts).

Both current energy service agreements are set to expire on April 30, 2015. Purchases of electricity and natural gas through these Purchase Agreements have consistently reduced overall IEUA costs and are an integral part of the IEUA Energy Management Plan. Both current energy service agreements include variable rates. SENA’s variable pricing for the nominated quantities of electricity is based on the California Independent System Operator (CAISO) Day Ahead Electricity Price Index (day ahead price) plus \$1.90/MWh commission. The contract also includes Resource Adequacy (RA) and Renewable Portfolio Standard (RPS) products, both of which are pass through costs. SENA’s agreement quantities are for 24 hours per day, 7 days per week; any quantities over or under this amount were priced equal to the energy imbalance price during that hour. Natural gas variable pricing is based on the Natural Gas Intelligence (NGI) monthly index value plus \$0.05/MMBtu commission for non-core accounts, and \$0.10/MMBtu commission for core accounts.

On February 9, 2015, IEUA posted two Requests for Proposals (RFP) on The Network Bid System. One RFP was for the procurement of electricity on the Agency’s behalf by approved California ESP, and one RFP for the procurement of natural gas from qualified Natural Gas Service Providers (“NGSP”) for one-year period with option to extend. SENA was the only qualified vendor to respond to the two RFPs.

For the electricity supply and services SENA proposed a one-year agreement based on the fixed price of \$36 MWhr, or the ICE Electricity Price Index for SP15 plus \$0.50/MWh commission; and pass through for CAISO cost, Resource Adequacy (RA), Renewable Portfolio Standard (RPS), and local taxes; unless the Agency prefer fixed costs to mitigate the risk. The reduction of the SENA commission will generate a saving of approximately \$34,000 per year.

Shell Energy North America (SENA), US L.P.	Current [05/01/14 - 04/30/15]	Proposed [05/01/15 - 04/30/16]
Variable Price (Commission)	\$1.90/MWhr	\$0.50/MWhr

For the natural gas supply and services SENA kept the current commission rate: one-year agreement at NGI index price plus \$0.05/MMBtu for non-core volumes, and NGI index price plus \$0.10/MMBtu for core volumes. The additional Backbone Transportation tariff rate (BTS) is currently \$0.15/MMBtu.

The potential variability of the facilities loads and electricity import, partially due to the unpredictable performance of the fuel cell, makes the one-year agreement at a variable rate pricing structure a reasonable and safe option. According to an independent audit conducted in December 2013, updated with the expected electricity usage at RP-1, RP-2 and CCWRF, the Direct Access Day Ahead Electricity Price would generate a saving of approximately \$50,000 per year compared to the bundled rate. Therefore, IEUA staff recommends amending the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of

electricity per hour at a variable rate. IEUA staff will also continue to monitor the market with the option of converting a portion or all of the variable price to fixed price if beneficial to the Agency.

The energy purchase agreement is part of the Agency's Energy Management Business Goal to contain future energy costs, and provide for future rate stabilization.

PRIOR BOARD ACTION

The Board approved the SENA US, L.P. agreements on March 19, 2014, April 17, 2013, February 16, 2011, and April 15, 2009.

IMPACT ON BUDGET

The total appropriation in the proposed Fiscal Year 2015/16 Regional Operations and Maintenance (RO) Fund Utilities Budget for the Agency's DA service accounts is \$7,000,000. Given the current state of the energy market, staff anticipates no adverse impact on the budget from this agreement.

Energy Service Provider Agreements

April 2015



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Sylvie Lee, P.E.,
Manager of Planning and Environmental Compliance

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Electricity Procurement

Facility	Energy Purchase Agreement	Rate Components		Commodity
		Transmission		
RP-1	Unbundled	SCE		Direct Access
RP-2 Liquids	Bundled	SCE		SCE
RP-2 Solids	Unbundled	SCE		Direct Access
RP-4/IERCF	Bundled	SCE		SCE
RP-5	Bundled	SCE		SCE
CCWRF	Unbundled	SCE		Direct Access
Pump Stations	Bundled	SCE		SCE

Natural Gas Procurement

Facility	Account	Rate Components	
		Transmission	Commodity
RP-1	Non-Core (Fuel Cell)	SoCal Gas Co	Direct Access
RP-1	Core (Boilers, Lab)	SoCal Gas Co	Direct Access
RP-2	Non-Core (Engine, Boilers)	SoCal Gas Co	Direct Access
RP-2	Core (Flare)	SoCal Gas Co	Direct Access
RP-4	Core	SoCal Gas Co	Direct Access
RP-5	Core	SoCal Gas Co	Direct Access
CCWRF	Core	SoCal Gas Co	Direct Access

Electricity Agreement

Shell Energy North America	Current (May 1, 2014 – April 30, 2015)	Proposed (May 1, 2015 – April 30, 2016)
Fixed	Option to convert variable to fixed	No Change
Variable	1.5 MW/hr CAISO SP 15	No Change
Commission	\$1.90/MWh	\$0.50/MWh ⁽¹⁾

⁽¹⁾ Expected Savings of \$34,000 per year

Natural Gas Agreement

Shell Energy North America	Current (May 1, 2014 – April 30, 2015)	Proposed (May 1, 2015 – April 30, 2016)
Fixed	Option to convert variable to fixed	No Change
Variable	200 MMBtu/day Monthly Index Value	No Change
Commission	+ \$0.05/MMBtu (non-core) + \$0.10/MMBtu (core)	No Change

Recommendation

- Staff recommends the Board amend the current agreements with Shell Energy North America (SENA) US, L.P. for one year to purchase electricity and natural gas at a variable rate.

This project meets the Agency's Energy Management Business Goal in containing future energy costs, and providing for future rate stabilization.

Questions?