

NOTICE OF MEETING

OF THE

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

**OF THE
BOARD OF DIRECTORS
OF THE**



**IS SCHEDULED FOR
WEDNESDAY, JULY 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**



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

**WEDNESDAY, JULY 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 June 10, 2015 meeting.

B. CONTRACT AWARD FOR THE CHINO CREEK INVERT REPAIR

It is recommended that the Committee/Board:

1. Approve the construction contract award to Mike Bubalo Construction Company for the Chino Creek Invert Repair, Project No. EN12020, in the amount of \$156,000; and

2. Authorize the General Manager to execute the contract.

C. CONSTRUCTION CONTRACT AWARD FOR THE AGENCY-WIDE HVAC IMPROVEMENTS PACKAGE NO. 3

It is recommended that the Committee/Board:

1. Approve the Construction Contract/Award for the Agency-Wide HVAC Improvements Package No. 3, Project No. EN15032, to Allison Mechanical, Inc. for their low bid of \$431,216; and

2. Authorize the General Manager to execute the contracts.

D. CONSTRUCTION CONTRACT AWARD FOR THE PRADO, MONTCLAIR, AND PHILADELPHIA COMMUNICATION MONOPOLES, PROJECT NOS. EN13040, EN13043, EN13042

It is recommended that the Committee/Board:

1. Approve the Construction Contract Award for the Prado, Montclair, and Philadelphia Communication Monopoles, Project Nos. EN13040, EN13043, and EN13042, to Davis Electric Inc., for the not-to-exceed amount of \$563,900; and

2. Authorize the General Manager to execute the contract.

E. WASTEWATER FACILITY MASTER PLAN

It is recommended that the Committee/Board concur with the findings of the Wastewater Facilities Master Plan.

F. APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF A RECYCLED WATER INTERCONNECTION WITH MONTE VISTA WATER DISTRICT AND THE CITY OF POMONA

It is recommended that the Committee/Board:

1. Approve the Memorandum of Understanding between IEUA, Monte Vista Water District and the City of Pomona for the development of a Recycled Water Interconnection; and

2. Authorize the General Manager to make non-substantive changes and execute the final MOU.

G. CONTRACT AWARD TO OLIN CORPORATION FOR 12.5% SODIUM HYPOCHLORITE

It is recommended that the Committee/Board:

1. Approve Contract No. 4600001899 to Olin Corporation, establishing a one-year contract for the supply of bulk 12.5% sodium hypochlorite with options for two additional one-year

extensions, for a potential total contract term of three years; and

2. Authorize the General Manager to execute the contract with the two potential contract extensions.

2. **INFORMATION ITEM**

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

B. **PLANNING AND ENVIRONMENTAL RESOURCES 4TH QUARTER UPDATE**

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: _____

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, July 2, 2015.


April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

WEDNESDAY, JUNE 10, 2015
10:00 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

Jasmin A. Hall, Director
Christina Valencia, Chief Financial Officer/Assistant General Manager
Majid Karim, Acting Manager of Engineering
Sylvie Lee, Manager of Planning and Environmental Compliance
David Mendez, Deputy Manager of Construction Management
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Shawn Perumean, CVWD

The meeting was called to order at 10:05 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 May 13, 2015.
- ◆ Recommended that the Board:
 1. Approve the consulting engineering services contract award for the Recharge Master Plan Update Yield Enhancement Improvements, Project No. RW15003, to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$768,950; and
 2. Authorize the General Manager to execute the contract;as an Action Item on the June 17, 2015 Board meeting agenda.
- ◆ Recommended that the Board concur with the findings of the recycled water program as outlined in the Recycled Water Program Strategy.

INFORMATION ITEMS

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

- ◆ 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 10:30 a.m.

Respectfully submitted,




April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JULY 8, 2015

**ACTION
ITEM
1B**



Date: July 15, 2015
To: The Honorable Board of Directors
Through: Engineering, Operations, and Biosolids Management Committee
(07/08/15)
From:  P. Joseph Grindstaff
General Manager
Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager
David Mendez 
Acting Deputy Manager of Engineering
Subject: Contract Award for the Chino Creek Invert Repair

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract award to Mike Bubalo Construction Company for the Chino Creek Invert Repair, Project No. EN12020, in the amount of \$156,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

An inspection conducted by the U.S. Army Corps of Engineers (USACE) reported damage to the concrete invert along Chino Creek. The location of the damage invert aligned with the trench over the Agency's Southwest Chino Trunk Sewer double barrel siphon crossing the channel south of Chino Hills Parkway. A Consent to Easement Structures issued by USACE in 1964 stipulated that the Agency was responsible for maintaining the siphon and its appurtenances. A design was approved by USACE and a permit was issued for the necessary repair.

The scope of work consists of removing the existing concrete invert approximately 10 feet wide by 150 feet long, compacting slab foundation materials, and installing a new reinforced concrete slab. During the construction, the Chino Creek flows will be bypassed around the worksite per the permit requirements.

Agency staff advertised this project for construction bids on June 1, 2015, utilizing the prequalified list of general engineering licensed contractors. On June 25, 2015, the Agency received the following three bids:

CONTRACTOR	BID AMOUNT
Mike Bubalo Construction Company	\$156,000
W.A. Rasic	\$172,425
Humphrey Constructors	\$244,000
Engineer's Estimate	\$302,000

Mike Bubalo Construction Company (California Class "A" License No. 771279) offered their low bid of \$156,000, 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 cost:

PROJECT PHASE	COST
Design	\$30,000
Construction Contract	\$156,000
Construction Management (IEUA Labor)	\$25,000
Contingency	\$25,000
Total Project Cost:	\$236,000

The following is the project schedule:

PROJECT MILESTONE	DATE
Construction Contract Award	July 2015
Project Completion	November 2015

The Chino Creek Invert Repair 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

Chino Creek Invert Repair
Construction Contract Award
July 15, 2015
Page 3 of 3

IMPACT ON BUDGET

If approved, the contract for the Chino Creek Invert Repair, Project No. EN12020, in the Regional Wastewater Capital (RC) fund, in the amount of \$156,000 is within the FY 2015/16 budget of \$510,000.

PJG:CB:DM:lm

Chino Creek Invert Repair Construction Contract Award

Project No. EN12020

July 2015



David Mendez
Acting Deputy Manager of Engineering

Liza Muñoz
Senior Engineer

Project Request/Background

- Construction Contract Award to Mike Bubalo Construction Company for the Chino Creek Invert Repair Project
- Background
 - US Army Corps of Engineers reported channel invert damage after inspection
 - Damage aligned with IEUA sewer siphon trench crossing channel



Chino Creek Channel

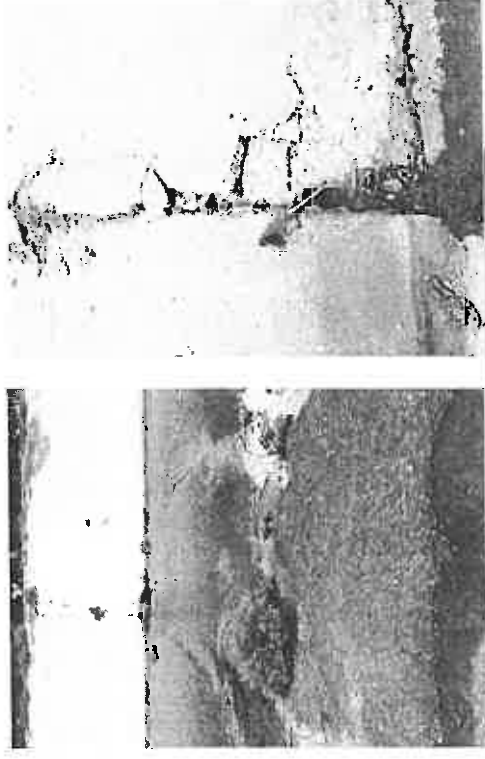


Project Location



Project Scope

- Scope
 - Bypass channel flow
 - Remove existing concrete slab from bank to bank
 - Install 150 linear feet of reinforced concrete slab



Chico Creek Channel Project

Bid Results

3 bids were received on June 25, 2015:

Contractor	Bid Amount
Mike Bubalo Construction Company	\$156,000
W.A. Rasic	\$172,425
Humphrey Constructors	\$244,000
Engineer's Estimate:	\$302,000

Project Cost & Schedule

Description	Estimated Cost
Design (In House, Consultant, IEUA Labor)	\$30,000
Construction Contract	\$156,000
Construction Management (IEUA Labor)	\$25,000
Contingency	\$25,000
Total Project Cost	\$236,000

Project Milestone	Date
Construction Contract Award	July 2015
Construction Completion	November 2015

Recommendation

- Staff recommends that the Board of Directors approve the construction contract award to Mike Bubalo Construction Company in the amount of \$156,000 and authorize the General Manager to execute the contract.

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.



SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this 15th day of July, 2015, by and between Mike Bubalo Construction Company, 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 CHINO CREEK INVERT REPAIR, 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 \$ 156,000 Dollars

and 00/100 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 one hundred twenty (120) 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 four thousand (\$4,000) 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.

By _____
General Manager

Contractor

By _____
Title: _____

*Municipal Water District

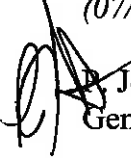
**ACTION
ITEM
1C**





Date: July 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(07/08/15)

From:  Joseph Grindstaff
General Manager

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

David Mendez 
Acting Deputy Manager of Engineering

Subject: Construction Contract Award for the Agency-Wide HVAC Improvements
Package No. 3

RECOMMENDATIONS

It is recommended that the Board of Directors:

1. Approve the Construction Contract Award for the Agency-Wide HVAC Improvements Package No. 3, Project No. EN15032, to Allison Mechanical, Inc. for their low bid of \$431,216; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Heating, Ventilation, and Air Conditioning (HVAC) systems throughout the Agency are essential to maintaining suitable operating temperature conditions for equipment and personnel. Many of the Agency's HVAC systems have been in operation for 15-20 years and need to be upgraded due to normal wear and tear, poor performance, and the addition of equipment in the area being cooled. The systems are maintained on a regular basis, but require modification, upgrades, replacement, or consolidation. In the past, HVAC systems have been added or modified on an individual basis to respond to changing conditions. To apply a systematic approach to HVAC system upgrades, the Agency initiated a multi-year project to provide a consistent and comprehensive approach to HVAC system improvements. The primary goal of the HVAC improvements is to maintain critical HVAC systems operating reliably and efficiently. Systems requiring adequate air conditioning include: electrical motor control centers

(MCC), variable frequency drives (VFD), servers, office spaces, operating spaces, and other critical areas.

The Agency retained Kitchell (Consultant) in May 2011 to provide the necessary consulting engineering services for the Agency-Wide HVAC Improvements Project. The projects were then phased into three packages and prioritized based on urgency and funding. The Agency completed the construction of Package Nos. 1 and 2 with total project costs of approximately \$2.1M. These packages covered several areas including RP-1 Administration Building, Tertiary Plant Building and Server Room, Philly Pump Station Motor Control Center, Maintenance Building, RP-4 Administration Building, Server Room, MCC Power Center 5, and CCWRF 12kV Switchgear.

HVAC Improvements Package No. 3 will cover RP-1 Warehouse, RP-2 Dewatering Control Building, RP-5 Headquarters Building B Control Room, and RP-5 Power Center No. 3. Kitchell completed the package design in April 2014 and was advertised via TheNetwork for construction bids. In response to the bid advertisement, the Agency received five (5) bids on June 4, 2015, as summarized in the table below:

BIDDER	BID PRICE
Allison Mechanical, Inc.	\$431,216
NKS Mechanical Contracting, Inc.	\$455,750
Air Ex Air Conditioning	\$499,000
United Mechanical Contractors	\$534,000
Bon Air, Inc.	\$542,000
Engineer's Estimate	\$600,000

Allison Mechanical, Inc. (California Class B, C-20 and C-36 License No. 679866) was the low bidder, and they received good references from previous clients including the Agency.

The project costs for HVAC Improvements Package No. 3 are as follows:

DESCRIPTION	COST
Design (Consultant, IEUA Labor)	\$90,000
Construction Contract	\$431,216
Construction Management (IEUA Labor and Augmentation)	\$265,000
Contingency	\$115,000
Total Cost	\$901,216
Total Project Budget	\$1,200,000

The project schedule for HVAC Improvements Package No. 3 is as follows:

Project Milestone	DATE
Construction Contract Award	July 2015
Construction Completion	June 2016

The Agency-Wide HVAC Improvements Project Package No. 3 is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within facilities to meet essential service demands and to protect public health and environment.

PRIOR BOARD ACTION

On July 16, 2014, the Board approved the construction contract award for the Agency-Wide HVAC Improvements (Package No. 1), Project No. EN13056.

On February 20, 2013, the Board approved the construction contract award for the Agency-Wide HVAC Improvements and Server Room Fire Suppression (Package No. 1), Project No. EN11036.

On May 18, 2011, the Board approved the consulting engineering contract for the Agency-Wide HVAC Improvements and Server Room Fire Suppression, Project No. EN11036.

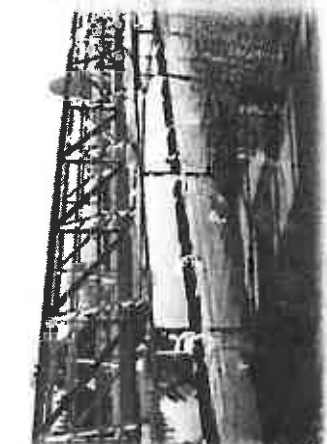
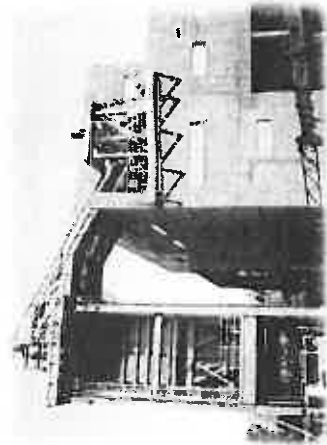
IMPACT ON BUDGET

The Agency-Wide HVAC Improvements Project Package No. 3, Project No. EN15032 construction cost of \$431,216 is within the total project budget of \$1,200,000 within the Regional Wastewater Capital Improvement (RC) Fund.

PJG:CB:DM:jz

Agency-Wide HVAC Improvements Package No. 3 Construction Contract Award

Project No. EN15032
July 2015



David Mendez
Acting Deputy Manager of Engineering
Jamal Zughbi, P.E.
Project Manager

Project Request/Background

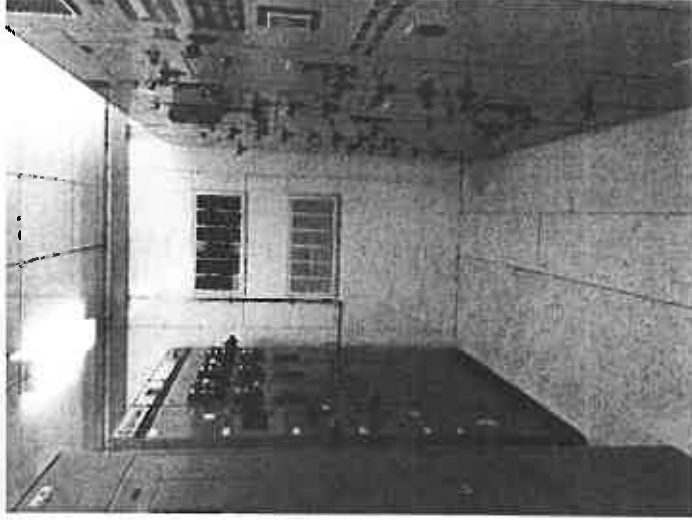
- Agency-wide: 100+ heating, ventilation and air conditioning (HVAC) systems
- Eleven (11) HVAC systems in critical condition
- Multi-year project with three construction packages:
 - #1: Three critical systems upgraded in early 2014
 - #2: Four critical systems will be completed by July 2015
 - #3: Four critical systems will be completed by June 2016
- Project is in line with Agency's Mission & Vision:
 - Improve reliability and performance
 - Consolidate systems and maintenance effort



RP-5 Control & Server Rooms
HVAC

Project Scope

- RP-1 Warehouse:
 - Installing three air handling units
 - Installing three gas heater units in storage area
- RP-2 Dewatering Control Building:
 - Two new fully redundant split system units
- RP-5 Headquarter Building B Control Room:
 - New roof mounted split system unit
- RP-5 Power Center No. 3:
 - Three new air handling units



RP-5 Power Center No. 3

Bid Results

Five bids received on June 4, 2015 as follows:

Contractor	Bid Amount
Allison Mechanical, Inc	\$431,216
NKS Mechanical Contracting, Inc.	\$455,750
Air Ex Air Conditioning	\$499,000
United Mechanical Contractors	\$534,000
Bon Air, Inc.	\$542,000
Engineer's Estimate	\$600,000

Project Cost & Schedule

Description	Estimated Cost
Design (Consultant, IEUA Labor)	\$90,000
Construction Contract	\$431,216
Construction Management (IEUA Labor and Augmentation)	\$265,000
Contingency	\$115,000
Total Project Cost	\$901,216

Project Milestone	Date
Construction Contract Award	July 2015
Construction Completion	June 2016

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the construction contract award to Allison Mechanical, Inc. for Project No. EN15032 for the not-to-exceed amount of \$431,216 and also authorize the General Manager to execute the contract.

The project is part of the Agency's Wastewater Management Capacity Business Goals to maintain capacity within facilities to meet essential service demands and to protect public health and environment.

Questions?

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 20__, by and between Allison Mechanical, 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 THE AGENCY WIDE HVAC IMPROVEMENTS PACKAGE NO. 3, 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 Lump Sum Bid Price \$431,216.⁰⁰ Four Hundred Thirty One Thousand Two Hundred Sixteen 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 three hundred (300) 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 five thousand (\$5,000) 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.


**ACTION
ITEM
1D**





Date: July 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(07/08/15)

From:  P. Joseph Grindstaff
General Manager

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

David Mendez 
Acting Deputy Manager of Engineering

Subject: Construction Contract Award for the Prado, Montclair and Philadelphia
Communication Monopoles

RECOMMENDATIONS

It is recommended that the Board of Directors:

1. Approve the Construction Contract Award for the Prado, Montclair and Philadelphia Communication Monopoles, Project Nos. EN13040, EN13043, and EN13042, to Davis Electric Inc. for the not-to-exceed amount of \$563,900; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Agency's existing control system network is comprised of a wide range of interconnected communication equipment that connects various remote sites and facilities. The Prado Lake Dechlorination Station, Montclair Lift Station, and Philadelphia Pump Station are critical compliance-related sites that are monitored and controlled remotely. Loss of communication to any of these sites compromises staff's ability to respond to abnormal (alarm) situations. The existing communication system is at the end of its useful life and has become unreliable. The time and effort required to maintain the systems operational is extensive.

Construction Contract Award for the Prado, Montclair and Philadelphia
Communication Monopoles
July 15, 2015
Page 2 of 3

This project will develop reliable communications for these three critical sites by bringing them onto the Agency's fault-tolerant, wireless, high-speed, high-bandwidth communication network backhaul. The project will install new monopoles and communication systems at the three locations, as well as install new equipment at the receiving sites.

Dahl, Taylor & Associates (DT&A) completed the design for the communication systems. The comprehensive design included the radio path surveys, the geotechnical evaluations and the design submittals. Additionally, major long-lead equipment was released for procurement, including radio equipment, obstruction lighting, and monopoles. DT&A provided a comprehensive design utilizing their field knowledge and coordinated the efforts of Sun Wireless and Ninyo & Moore into the design.

The following improvements were made in the final design of the project:

- Crane maneuverability for equipment maintenance at Montclair Lift Station
- Stormwater drainage improvements at the Montclair Lift Station
- Value engineering of the electrical system design of all sites

The space for maneuvering maintenance vehicles at the Montclair Lift Station was analyzed and resulted in a new recommended monopole location allowing for improved maintenance access. To provide improved maintenance access, enhancements were designed to capture stormwater drainage onsite. Additionally, significant construction work for another project was underway at Montclair Lift Station and Philadelphia Pump Station. With the sites unavailable, the Agency took the opportunity to perform value engineering. Several recommendations were implemented, which resulted in consolidation of panels, improved conduit routing, and an improved grounding system.

The Agency went through a contractor prequalification process in which Davis Electric Inc., Stronghold Engineering Inc., and BMY Construction Group Inc. were prequalified. The action of prequalifying contractors with an expertise in the communications field will provide the Agency with a higher likelihood of a successful project.

On June 10, 2015, the Agency received two bids from the following prequalified contractors:

BIDDER NAME	PRICE
Davis Electric, Inc.	\$563,900
Stronghold Engineering, Inc.	\$748,000
Engineer's Estimate	\$750,000

The projected costs of the project are as follows:

DESCRIPTION	ESTIMATED COST
Design (Consultant, Value Eng., IEUA Labor)	\$190,000
Pre-Purchased Equipment	\$136,000
Construction Contract	\$563,900
Construction Management (IEUA Labor and Augmentation)	\$192,000
Contingency	\$113,000
Total Project Cost	\$1,194,900

The overall project schedule is as follows:

PROJECT MILESTONE	DATE
Construction Contract Award	July 2015
Construction Completion	February 2016

With the communication system upgrades at these three locations, Operations and Maintenance will be able to reliably support current and future operations. The project is consistent with the Agency's SCADA Master Plan by establishing reliable and robust communication systems to maintain compliance with the appropriate governing bodies. Additionally, this critical communication system project supports the Agency's Wastewater Management Capacity Business Goal objective to maintain operations and facilities to meet essential service demands and to protect public health and environment.

PRIOR BOARD ACTION

On November 19, 2014 and December 17, 2014, the Board of Directors was updated on the status of the project.

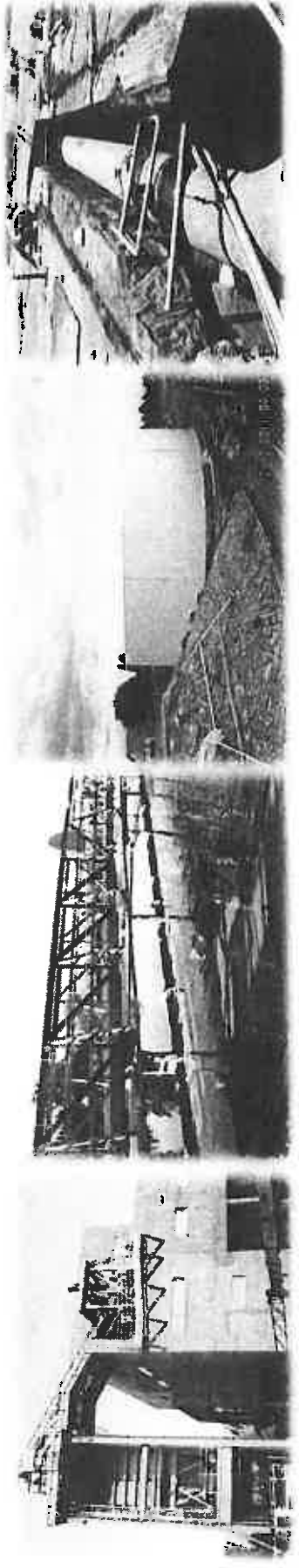
On December 18, 2013, the Board of Directors approved the Consulting Engineering and Construction Services Contract with Dahl, Taylor & Associates, Inc. for the not-to-exceed amount of \$421,544.

IMPACT ON BUDGET

The Construction Contract Award for the Prado, Montclair and Philadelphia Communication Monopoles, Project Nos. EN13040, EN13043, and EN13042 in the amount of \$563,900 is within the combined total project budget of \$1,315,465 within the Recycled Water Fund (WC), Non-Reclaimable Wastewater Fund, and Regional Wastewater Capital Improvement Fund (RC), respectively.

PJG:CB:DM:ja

**Prado, Montclair, and Philadelphia
Communication Monopoles
Construction Contract Award**
Project Nos. EN13040, EN13043, and EN13042
July 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

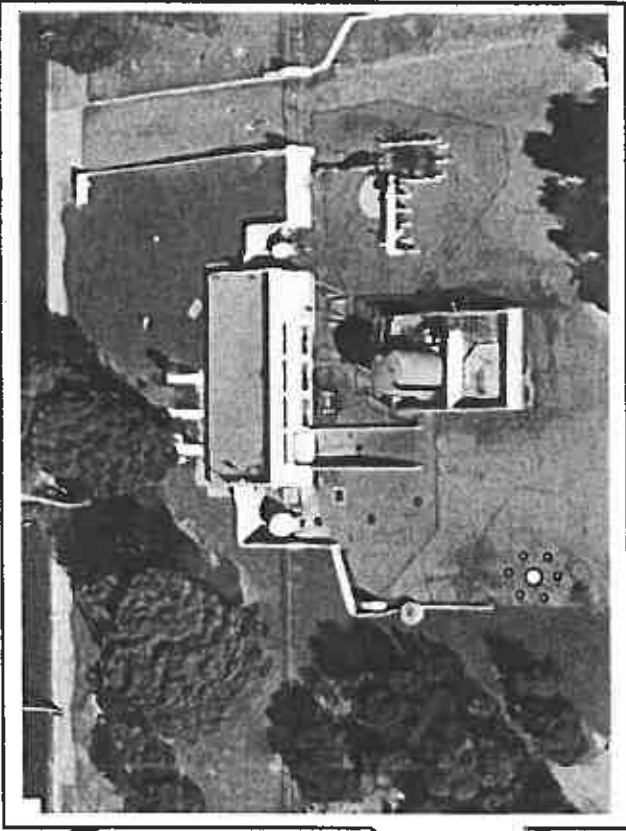
David Mendez
Acting Deputy Manager of Engineering
Joshua Aguilar, P.E.
Project Manager

Project Request/Background

- Remote sites rely on communication network for monitoring & control
- Critical compliance-related sites are monitored and controlled remotely
 - Prado Lake Dechlorination Station
 - Montclair Lift Station
 - Philadelphia Pump Station
- Loss of communication compromises response to abnormal situations
- Communication system performance is continuing to decline

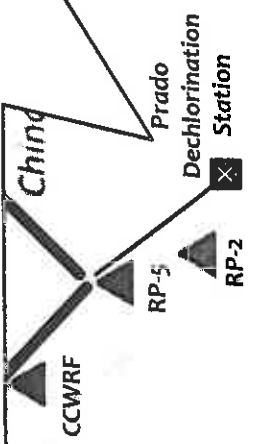
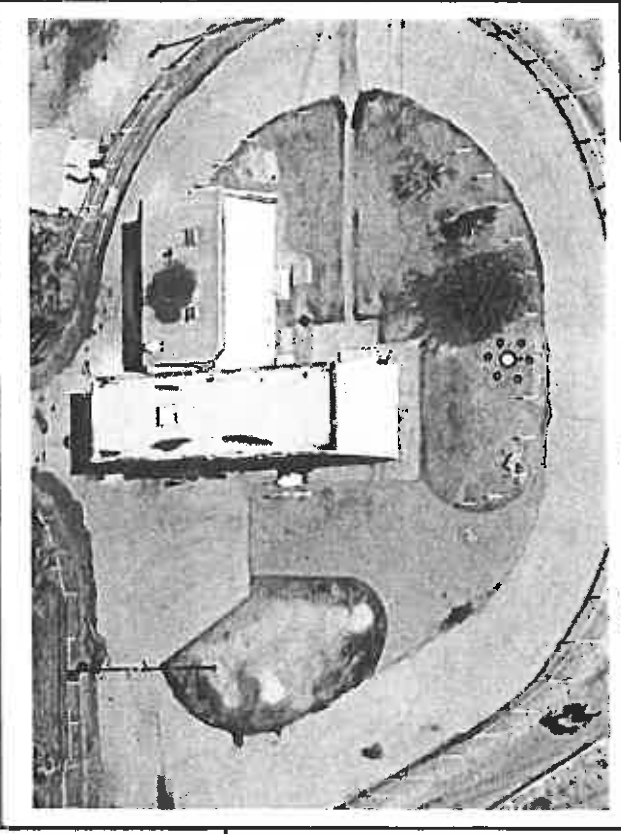
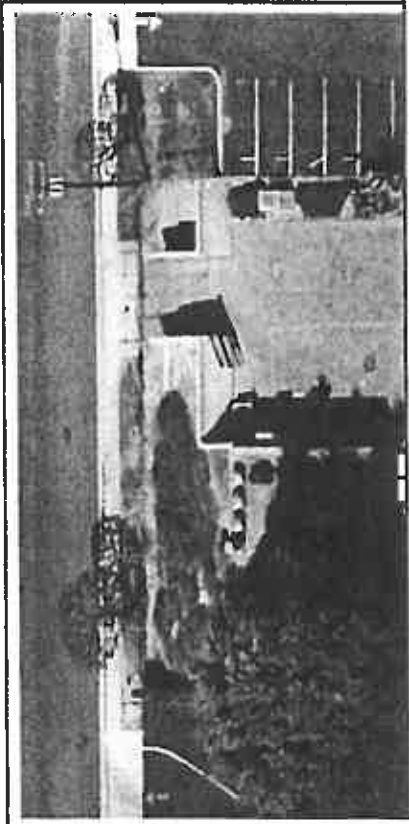
Northwest 6B

Rancho Cucamonga



LEGEND

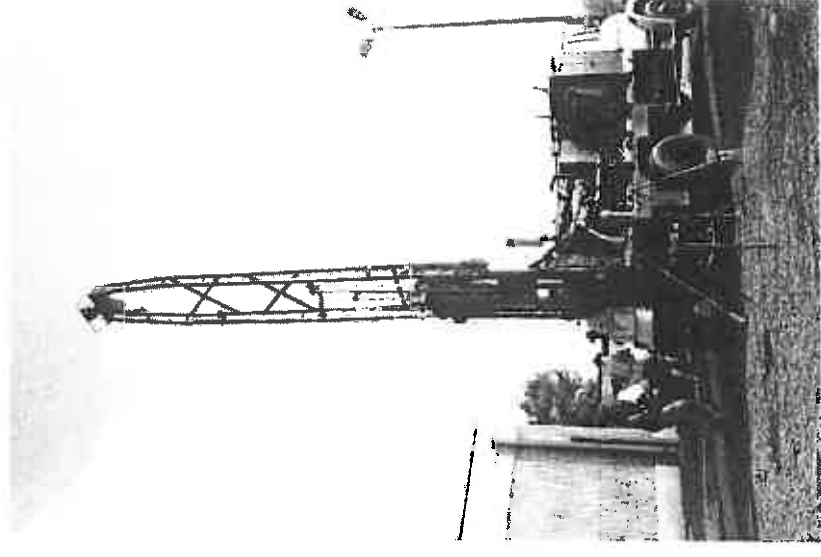
- ⊗ Communication Tower
- Recharge Basin
- High Speed Backbone
- High Speed Communication



Communication System

Project Scope

- Radio Path Surveys
- Geotechnical Surveys and Reports
- Montclair Lift Station site improvements
- Install communication systems for three critical remote sites:
 - Monopoles
 - Radios
 - Antennas
 - Electrical and Grounding Systems



Geotechnical Boring

Bid Results

- The following contractors were competitively prequalified:
 - Davis Electric, Inc.
 - Stronghold Engineering, Inc.
 - BMY Construction Group, Inc.
- The construction bids received are as follows:

Contractor	Bid Amount
Davis Electric, Inc.	\$563,900
Stronghold Engineering, Inc.	\$748,000
Engineer's Estimate	\$750,000



Project Cost & Schedule

Description	Estimated Cost
Design (Consultant, Value Eng., IEUA Labor)	\$190,000
Pre-purchased Equipment	\$136,000
Construction Contract	\$563,900
Construction Management (IEUA Labor and Augmentation)	\$192,000
Contingency	\$113,000
Total Project Cost	\$1,194,900

Project Milestone	Date
Construction Contract Award	July 2015
Construction Completion	February 2016

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the construction contract award to Davis Electric, Inc. for the Prado, Montclair, and Philadelphia Communication Monopoles, Project Nos. EN13040, EN13043, and EN13042 for the not-to-exceed amount of \$563,900 and also authorize the General Manager to execute the contract.

The project is consistent with the Agency's SCADA Master Plan by establishing reliable and robust communication systems to maintain compliance with the appropriate governing bodies.



Questions?



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2015, by and between Davis Electric, 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 THE PRADO LAKE DECHLORINATION STATION, MONTCLAIR LIFT STATION, AND PHILADELPHIA PUMP STATION COMMUNICATION MONOPOLES, PROJECT NOS. EN13040, EN13043, AND EN13042 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 Lump Sum Bid Price \$ 563,900.⁰⁰ five hundred sixty three thousand nine 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 within one hundred and eighty (180) calendar days after award of the Contract including shop drawing submittals and approvals. 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 three thousand (\$3,000) 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.

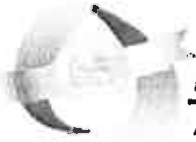
By _____
General Manager

Contractor

By Devin A. [Signature]
Title
OPS MANAGER

*Municipal Water District

**ACTION
ITEM
1E**

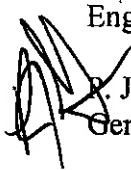



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT


Date: July 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations & Biosolids Committee (07/08/15)

From:  P. Joseph Grindstaff
General Manager

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

for Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Wastewater Facilities Master Plan

RECOMMENDATION

It is recommended that the Board of Directors concur with the findings of the Wastewater Facilities Master Plan.

BACKGROUND

The purpose of the Wastewater Facilities Master Plan (WFMP) was to update the previous WFMP prepared in 2002 and updated in 2007 where the ultimate influent flow was estimated at 202 million gallons per day (mgd) and 110 mgd, respectively. Due to changes in economic conditions, water use efficiency practices, discharge permit requirements, and population growth projections, the influent wastewater flow and loading assumptions were re-evaluated to determine future facilities expansion needs. Based on the growth projections in the service area as identified in the Integrated Resources Plan (IRP), the revised ultimate influent flow was projected to be 88 mgd. Although the new influent flow was much less than previously reported, the wastewater strength had increased since 2002. In addition, the WFMP analyzed flow diversion alternatives in order to maximize recycled water supply in correlation with the Recycled Water Program Strategy program.

The planning period of the WFMP was for year 2035 and the ultimate year 2060. Capital projects were developed based on the expansion needs for each RWRP for the next 20 years. Table 1 identified the major capital projects required to meet projected capacities.

Table 1 – Major Capital Projects for next 20 Years

Project	Purpose	Estimated Cost (Million)
Whispering Lakes Pump Station Expansion	Increase pumping capacity for future wastewater flows to RP-1	\$6.1
RP-1 Solids Treatment Expansion	Increase solids treatment capacity for existing and future flows	\$24.9
RP-1 Liquid Treatment Expansion and Primary Effluent Equalization Elimination	Increase liquid treatment capacity for future flows; eliminate primary flow equalization for other uses	\$122.4
RP-4 Liquid Treatment Expansion	Increase liquid treatment capacity for future flows	\$6.6
RP-5 Solids Handling Facilities	Relocate RP-2 solids handling to RP-5; increase solids treatment capacity for existing and future flows; demolish RP-2 facilities	\$157.3
RP-5 Liquid Treatment Expansion	Increase liquid treatment capacity for future flows	\$125.5
Montclair Interceptor Upgrades	Upsize four segments to mitigate deficiencies	\$25.4

Preliminary design efforts for the expansion of RP-1 and RP-5 will begin in FY 2015/16 to identify treatment options consistent with the ultimate facility layouts provided within the WFMP.

The WFMP will be reevaluated once every ten years, or as major changes are identified. A Programmatic Environmental Impact Report (PEIR) will be prepared for the ultimate conditions provided in the WFMP, along with the remainder of the Agency's planning documents such as the Recycled Water Program Strategy, Energy Management Plan and the Integrated Resources Plan. When the PEIR is adopted for the Agency's planning documents, staff will bring this WFMP forward for the Board to formally adopt.

Development of the Wastewater Facilities Master Plan is consistent with the IEUA business goal of *Wastewater Management* where systems and facilities will be maintained to meet essential service demands and to protect public health and the environment.

PRIOR BOARD ACTION

On September 18, 2013, the IEUA Board of Directors awarded a Professional Engineering Services Master Contract for the Wastewater Facilities Master Plan to CH2M Hill.

IMPACT ON BUDGET

There is no impact on budget.

Attachments:

- Attachment A: CIP Forecast through 2035
- Wastewater Facilities Master Plan document can be found at:
<http://www.ieua.org/category/reports/other-reports/>

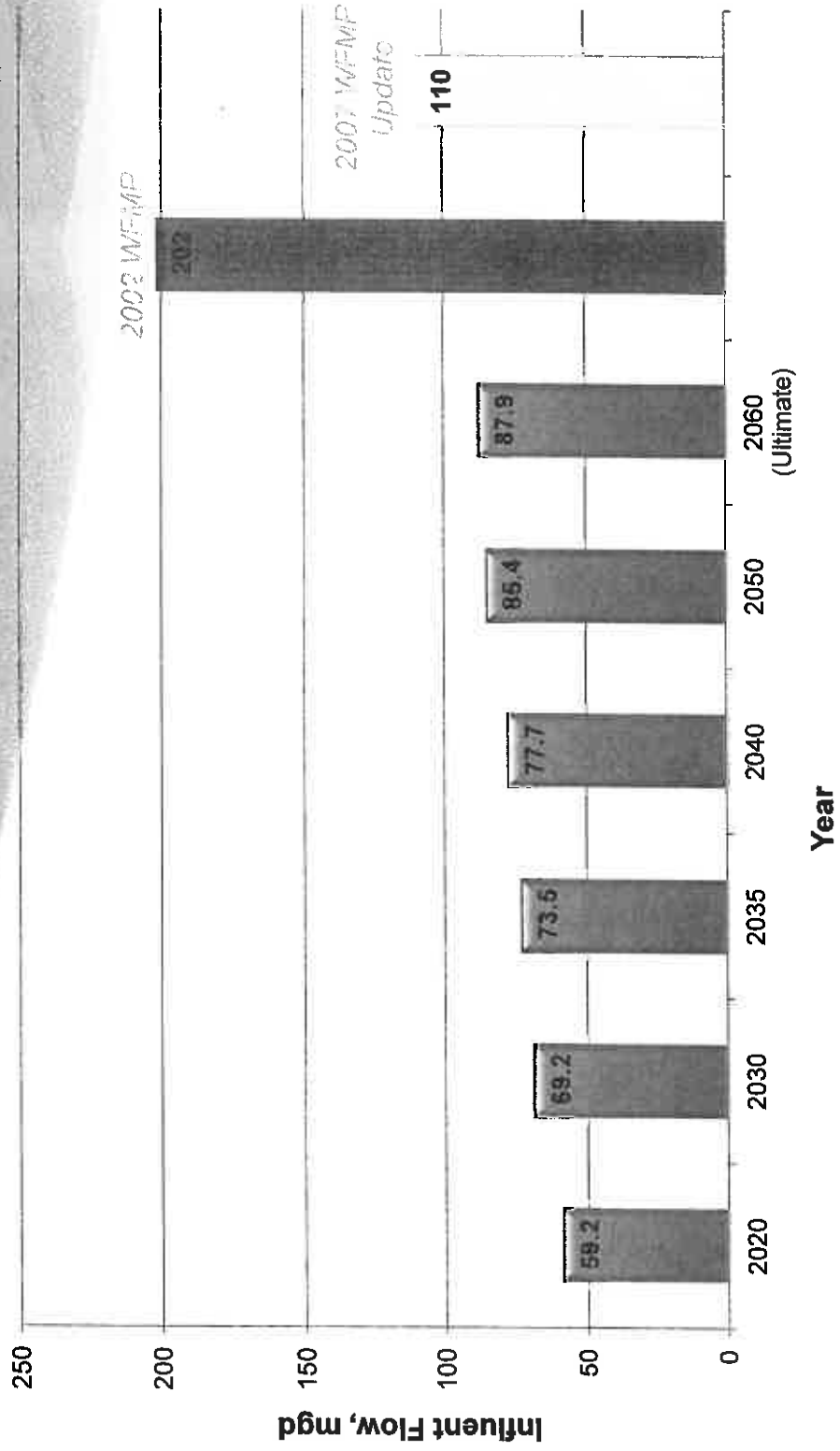
Wastewater Facilities Master Plan (WFMP)



WFMP Overview

- Update 2002 WFMP
- Re-evaluate sewer flow and loading projections
- Analyze Regional Water Recycling Plant (RWRP) capacities
- Develop loading factors in treatment capacity
- Investigate flow diversion alternatives to maximize recycled water supply
- Identify capital improvement project (CIP) needs

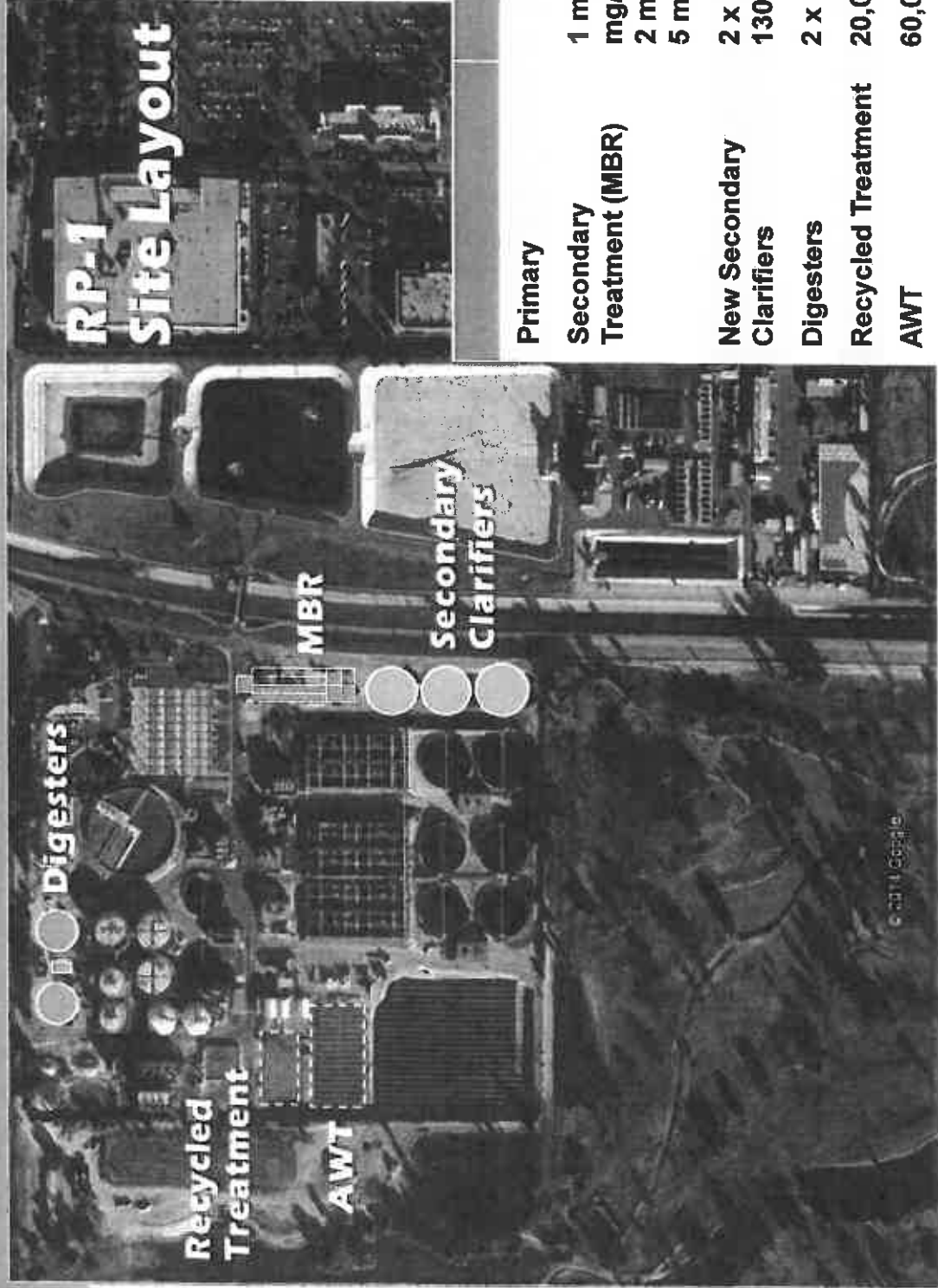
Projected Influent Flows



WFMP Results

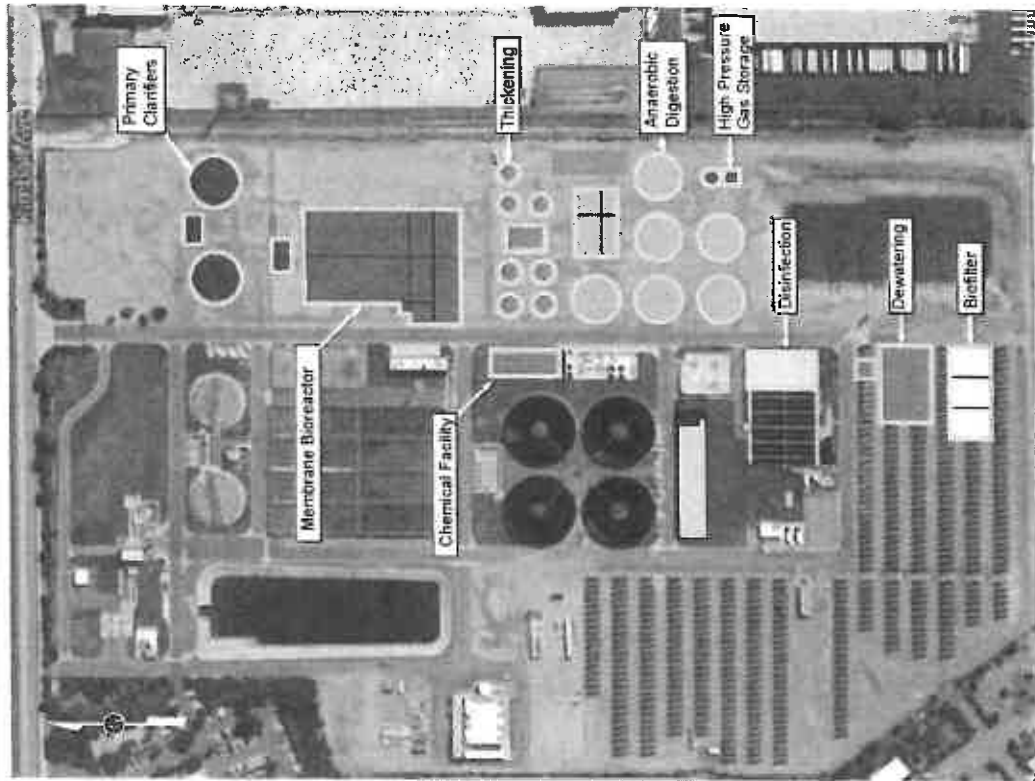
- Major capital projects to meet future influent flow
 - RP-1 solids and liquids treatment expansions - \$147 M
 - RP-5 solids and liquids treatment expansions - \$283 M
 - RP-4 liquid treatment expansion - \$7 M
 - Montclair Interceptor pipeline upsizing - \$25 M
 - Whispering Lakes Pump Station expansion - \$6 M

RP-1 Ultimate Site



	Size
Primary	---
Secondary Treatment (MBR)	1 module (TIN = 8 mg/L) 2 modules (TIN = 5 mg/L)
New Secondary Clarifiers	2 x 120 ft & 1 x 130 ft
Digesters	2 x 110 ft
Recycled Treatment	20,000 sf
AWT	60,000 sf

RP-5 Ultimate Site



Solids Handling	Size
Gravity Thickener	45' Diam
DAFT	40' Diam
Digesters	5 x 90 ft
High Pressure Gas Storage	35' Diam
Dewatering	100' x 150'
Biofilter	60' x 80'

WFMP Next Steps

- Implement TYCIP projects
 - RP-1 & RP-5 Expansion Pre-Design FY 15/16
 - RP-5 Solids Treatment Facility FY 16/17
 - RP-5 Liquid Treatment Expansion FY 17/18
 - Whispering Lakes PS Improvements FY 22/23
 - RP-1 Treatment Expansion FY 23/24
- Complete Programmatic EIR Summer 2016

This project meets the Agency's Business Goal of Wastewater Management by maintaining systems and facilities to meet essential service demands and to protect public health and the environment.

**ACTION
ITEM
1F**

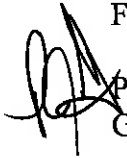



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT


Date: July 15, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (07/08/15)
Engineering, Operations & Biosolids Committee (07/08/15)
Finance, Legal & Administration Committee (07/08/15)

From:  P. Joseph Grindstaff
General Manager

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

for Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Approval of a Memorandum of Understanding for the Development of a Recycled Water Interconnection with Monte Vista Water District and City of Pomona

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Memorandum of Understanding (MOU) between Inland Empire Utilities Agency, Monte Vista Water District and the City of Pomona for the development of a Recycled Water Interconnection; and
2. Authorize the General Manager to make non-substantive changes and execute the final MOU.

BACKGROUND

The attached MOU has been developed to initiate the planning process of creating alternative approaches in determining the long term water supply options for IEUA and the expansion of the Recycled Water system. In August 2013, IEUA began working on two of its long term planning initiatives; the Integrated Resources Plan (IRP) and Recycled Water Program Strategy (RWPS). Several conceptual projects have been identified in the IRP, including recycled water interties to supplement recycled water for the IEUA service area.

Approval of an MOU for the Development of a Recycled Water Interconnection with
Monte Vista Water District and the City of Pomona

July 15, 2015

Page 2 of 2

During peak summer months the IEUA Recycled Water system experiences over 85 percent allocation of the recycled water produced by its treatment plants for recycled water demands (direct use and groundwater recharge). As the system is being planned for growth and demand management, interties with neighboring agencies are being considered to maximize the beneficial use of recycled water.

One project that is being considered for the recycled water intertie is the recycled water from the City of Pomona, which lies within the Monte Vista Water District (MVWD) service area. This project would include a new connection between the existing IEUA recycled water system and the proposed expanded City of Pomona recycled water system. In addition, the feasibility for using non-reclaimable system brine waste as a source water for advanced treatment and potential injection into Management Zone 1 (MZ1) of the Chino Basin will be evaluated. This promising aspect of the project could provide long term solution for the land subsidence issues associated with the MZ1.

IEUA will work with MVWD and the City of Pomona to refine the project scope, initiate planning activities and determine the long term costs and benefits for the region in developing the project. The MOU will trigger the development of a Feasibility Study that will be used to submit a grant application for the project. The MOU is scheduled to be considered by MVWD in July and by the City of Pomona in August 2015.

This MOU is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

On August 20, 2014, the Board approved an MOU for Recycled Water Interconnection for the WRCRWA project with Jurupa Community Services District and Western Municipal Water District.

IMPACT ON BUDGET

The Project will be cost shared equally by IEUA, City of Pomona and MVWD.

Attachment: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF POMONA, MONTE VISTA WATER DISTRICT
AND INLAND EMPIRE UTILITIES AGENCY
REGARDING
INTERCONNECTION TO SUPPLEMENT WATER SUPPLY**

WHEREAS, City of Pomona (“Pomona”) has an established recycled water system with entitled rights for such recycled water; and

WHEREAS, Pomona has rights to brine wastewater, along with non-potable water from its groundwater basin; and,

WHEREAS, Inland Empire Utilities Agency (“IEUA”) has established a regional wastewater treatment and recycled water distribution system and sees the need for additional recycled water supplies in the future; and

WHEREAS, IEUA has brine wastewater that is available within its region; and

WHEREAS, Monte Vista Water District (“MVWD”) owns property and infrastructure that could facilitate the distribution, advanced treatment, and recharge of available recycled water supplies and available brine wastewater supplies within the northern Management Zone 1 region of the Chino Groundwater Basin; and

WHEREAS, Pomona, MVWD and IEUA (“the Parties”) desire to develop a supplemental water supply to assist in meeting water needs and recognize that partnering would help mitigate existing and future potential land subsidence conditions, offset current potable demands, and enhance groundwater pumping within the Chino Groundwater Basin; and

WHEREAS, the Parties desire to enter into this Memorandum of Understanding (“MOU”) in order to initiate formal negotiation and development of a project to provide regional mitigation and water supply benefits to all Parties; and

WHEREAS, the Parties would desire to commence a Feasibility Report to evaluate the benefits and the feasibility of the interconnection of the recycled water systems, and to evaluate potential advanced treatment and recharge of available recycled water and brine wastewater supplies.

Now, therefore, the Parties hereby make the following mutual commitments:

1. The Parties shall work together cooperatively to help mitigate existing and future potential land subsidence conditions, to reduce reliance on imported water, and to increase local water supply reliability and sustainability.
2. The Parties shall work together cooperatively to define the parameters of a project to develop a recycled water intertie and to treat and recharge available recycled water and

brine wastewater supplies within the northwestern Management Zone 1 region of the Chino Groundwater Basin to the benefit of the Parties.

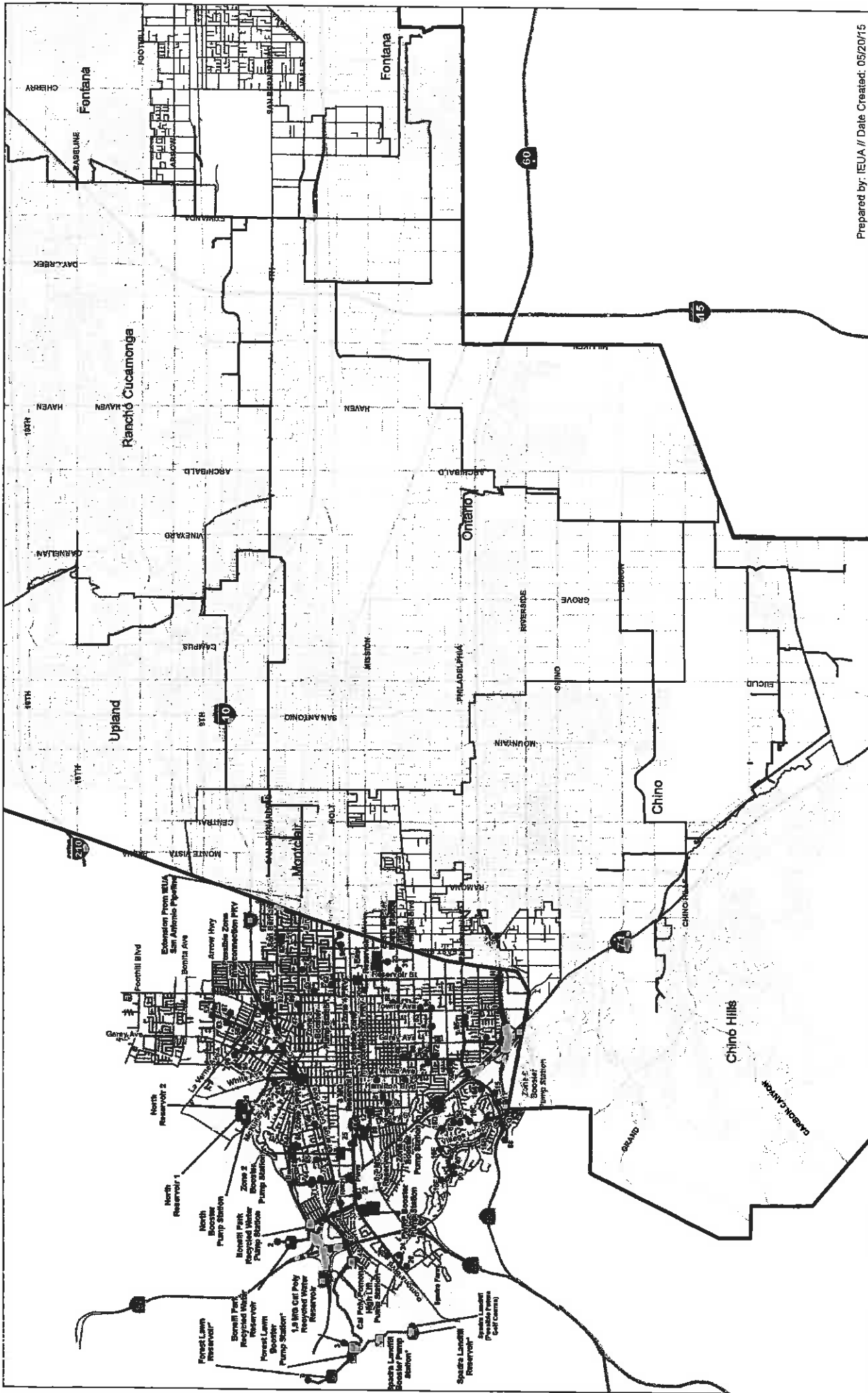
3. The source of the water to meet the Parties supplemental recharge and supply needs are anticipated to be diverted Title 22 approved tertiary treated wastewater from the Sanitation Districts of Los Angeles County Pomona Water Reclamation Plant.
4. The recycled water from the Pomona Water Reclamation Plant will be used to meet a portion of the Parties' water needs either via direct delivery or conveyed to IEUA's system to enhance groundwater recharge in the Chino Basin for later beneficial reuse within the region (See attached Figure 1).
5. The available non-potable recycled water and non-reclaimable water system brine wastewater from Pomona and IEUA could potentially be utilized for advanced treatment and reuse, recharge, and/or injection into the groundwater basin (See attached Figure 2).
6. Pomona and MVWD's property and infrastructure may potentially be utilized to convey, treat and/or recharge the northern portion of Management Zone 1 (See attached Figure 2).
7. The Parties shall work together to develop a Feasibility Report to develop a scope of work and evaluate the technical and financial feasibility of the project.
8. The Parties shall jointly prepare the Feasibility Report which will include alternatives for the project, preliminary engineered drawings, environmental assessments, and technical data as required for the development of the costs information for the project, institutional agreements and permits. The report will also include the anticipated schedule of the project based on the findings described above.
9. The Parties shall share equally in the cost of developing the Feasibility Report for the project. The preliminary cost estimate for the report is \$250,000, which is anticipated to take approximately nine (9) months to complete once the Parties are in agreement.
10. Following the completion of the report and a determination of project economic and technical viability, the Parties shall work diligently towards the development of a formal agreement for the Project Implementation.
11. Parties at this time shall reserve the right not to enter into an agreement with each other for any reason.
12. Other Parties may become a Project Partner at a later date, and the MOU will be amended at such date.

Executed this ___ day of August, 2015 by:

for City of Pomona

for Inland Empire Utilities Agency

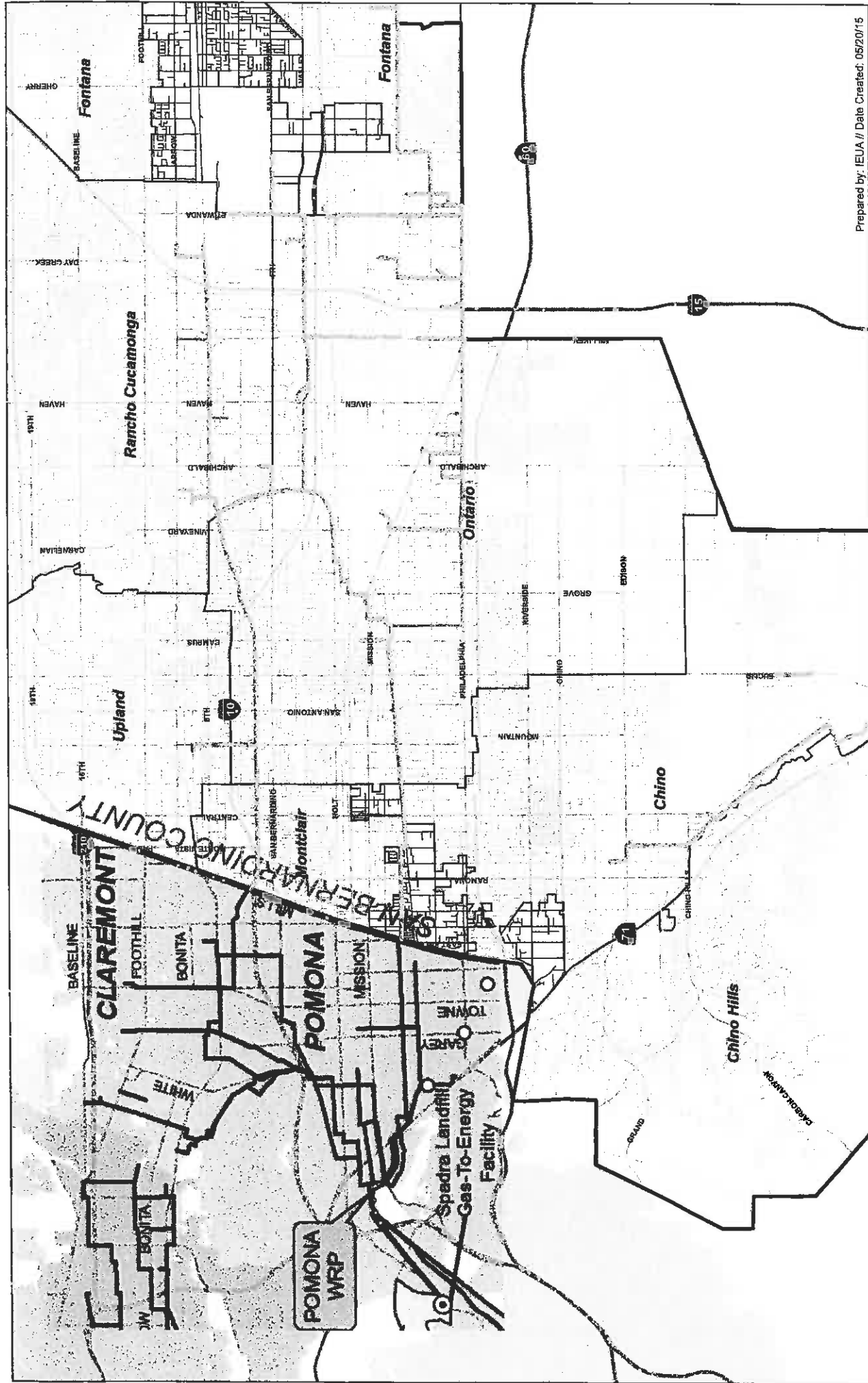
for Monte Vista Water District



Prepared by: IEUA // Date Created: 05/20/15



Figure 1
City of Pomona and Inland Empire Utilities Agency Recycled Water System



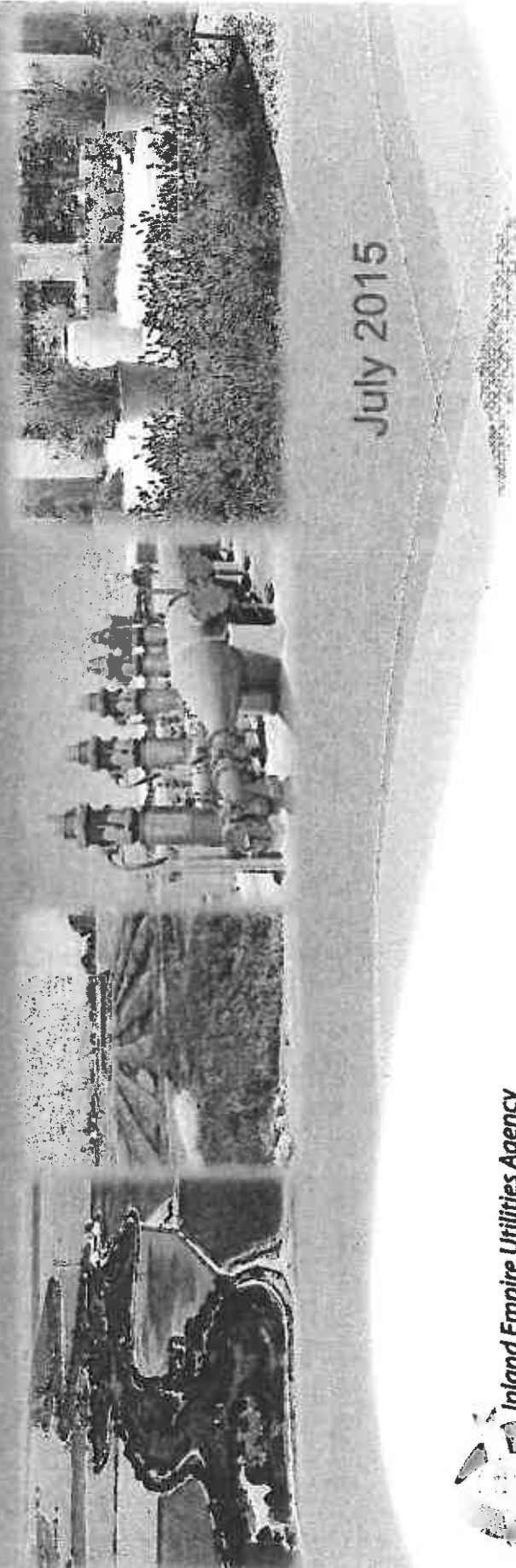
Prepared by: IEUA // Date Created: 05/20/15



Inland Empire Utilities Agency
 City of Pomona and Inland Empire Utilities Agency NRW System

RECYCLED WATER INTERCONNECTION

CITY OF POMONA, MONTE VISTA WATER DISTRICT & IEUA MEMORANDUM OF UNDERSTANDING



July 2015

Interconnection with City of Pomona

Objectives

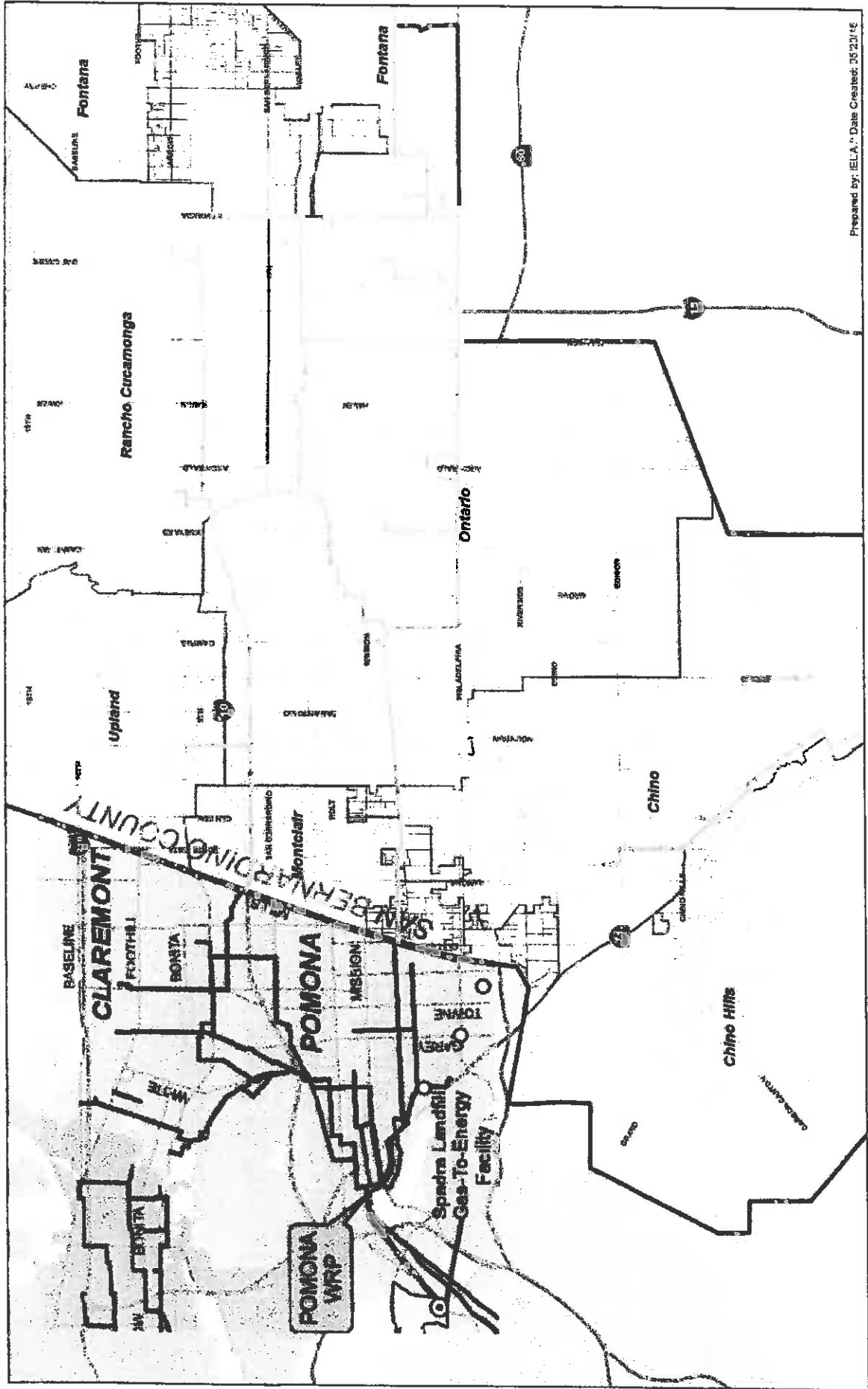
- Long term water supply options for the IEUA service area
- Expansion of the Recycled Water System
- Maximize the beneficial use of recycled water
- Consistent with the objectives of:
 - 2015 Integrated Water Resources Plan
 - 2015 Recycled Water Program Strategy

Interconnection with City of Pomona

Conduct Feasibility Study of the following:

- Recycled water intertie between the two agencies
- Use of advance treated Non-Reclaimable brine waste for injection in the Chino Basin

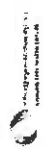
NRWS Brine Treatment



Prepared by: IEL.A. Date Created: 05/20/14



Inland Empire Utilities Agency
City of Pomona and Inland Empire Utilities Agency NRW System



MOU with City of Pomona & MVWD

- MOU will enable the parties to:
 - Refine project scope
 - Initiate planning activities
 - Determine long term costs & benefits for the region
 - Planning costs will be equally shared
 - Estimated feasibility study cost ~\$250,000

Next Steps

- Anticipated City of Pomona approval – July 2015
- Feasibility Study – Six to Nine months (Dec 2015 – Mar 2016)

This project meets the Agency's Business Goal of Water Reliability by maximizing the beneficial reuse of recycled water to enhance reliability and reduce dependence on imported water.


**ACTION
ITEM
1G**





Date: July 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, & Biosolids Management Committee (07/08/15)
Finance, Legal, and Administration Committee (07/08/15)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Ernest Yeboah 
Executive Manager of Operations

Matthew Melendrez 
Deputy Manager of Operations

Subject: Contract Award to Olin Corporation for 12.5% Sodium Hypochlorite

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600001899 to Olin Corporation, establishing a one-year contract for the supply of bulk 12.5% sodium hypochlorite with options for two additional one-year extensions, for a potential total contract term of three years; and
2. Authorize the General Manager to execute the contract with the two potential contract extensions.

BACKGROUND

Sodium hypochlorite (commonly referred to as bleach) is a critical process chemical used during wastewater treatment for disinfection. Sodium hypochlorite is also used for odor control in chemical odor scrubbers.

The current supply contract with JCI Jones will expire on July 31, 2015. On May 26, 2015, a formal Request for Proposal was issued through the BidNet Network online solicitation system to 47 potential bidders. The bid closed on June 10, 2015 with one response from Olin Corporation.

Contract Award to Olin Corporation for 12.5% Sodium Hypochlorite
July 15, 2015
Page 2 of 2

Olin proposed a price of \$0.548 per gallon including delivery. That price is \$.025 per gallon or 4.4% less than the current contract price of \$0.573 per gallon.

Olin has been the Agency supplier for sodium hypochlorite in the past and has performed to staff's expectations. Therefore, staff recommends that the Board approve the issuance of a three year contract to Olin Corporation. Under the proposed contract, pricing will be fixed at the aforementioned rate for an initial one-year period. Two potential one-year options are also provided for under the contract, provided that the two parties can reach mutual agreement as to option pricing.

PRIOR BOARD ACTION

On June 18, 2012, the Board of Directors awarded a three-year contract to JCI Jones, Inc.

IMPACT ON BUDGET

If approved, the anticipated chemical expenditures will be funded from the Fiscal Year 2015/16 Regional Wastewater Operations and Maintenance (RO) sodium hypochlorite budget of \$1,666,529.



CONTRACT NUMBER: 4600001899
FOR
SUPPLY OF 12.5% SODIUM HYPOCHLORITE

This CONTRACT (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 Olin Corporation, dba Olin Chlor Alkali Products of Tracy, California (hereinafter referred to as Supplier), for bulk supply and delivery of 12.5% sodium hypochlorite.

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

- A. **CONTRACT ADMINISTRATOR:** All general direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are as follows, or as provided to the Supplier in writing at a future date:

Contract Administrator: Roger Hughbanks
Contracts and Programs Administrator
Address: 6075 "A" Kimball Avenue
Chino, CA 91708
Telephone: (909) 993-1679
Email: rhughbanks@ieua.org

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

Supplier: John Schabacker
Business Director
Address: 26700 South Banta Road
Tracy, California 95304
Telephone: (209) 221-8265
E-mail: jmschabacker@olin.com

- C. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:

1. Amendment(s) to Contract No. 4600001899
2. Contract No. 4600001899 Terms and Conditions.
3. Agency's Request for Proposal No. RFP-RH-15-044
4. Supplier's proposal dated May 28, 2015

- D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

PRODUCT REQUIREMENTS: Sodium hypochlorite shall be supplied and delivered (in bulk) as 12.5 percent solution. Sodium hypochlorite purchased under this Contract shall meet AWWA standards for wastewater treatment and shall comply in all respects with Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: The Supplier shall supply and deliver all (100%) of the 12.5% bulk sodium hypochlorite to be used by the Inland Empire Utilities Agency at its various facilities during the term of any Contract entered into. The Agency anticipates total annual usage of sodium hypochlorite to be approximately 2,605,000 gallons. However, the Agency will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price established within the ensuing Contract.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days upon receipt of either a verbal or written shipping order from the Agency. Orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period. It is anticipated that deliveries to the RP-1 facility will be made daily in 5,000 gallon loads. 5,000 gallon deliveries will also be made to the CCWRF, RP-4 and RP-5 facilities, but on an "as needed" rather than daily basis. All other locations will be delivered approximate 2,000 to 3,000 gallon loads. Deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m., no deliveries will be accepted between 12:00 and 12:30 p.m.

All bill of lading/shipping documents and associated invoice documents shall reference the number of gallons delivered, as well as the corresponding number of pounds in order to facilitate the Agency's internal receiving and Accounts Payable transactions.

DELIVERY LOCATIONS: Sodium hypochlorite shall be delivered to the following locations:

	<u>ESTIMATED ANNUAL USAGE</u>
Inland Empire Utilities Agency Regional Plant No. 1 (RP-1) 2662 E. Walnut Avenue Ontario, California 91761	1,600,000 gallons
Inland Empire Utilities Agency Carbon Canyon Wastewater Reclamation Facility (CCWRF) 14950 Telephone Avenue Chino, California 91708	400,000 gallons
Inland Empire Utilities Agency Regional Plant No. 4 (RP-4) 12811 6 th Street Rancho Cucamonga, California 91729	275,000 gallons
Inland Empire Utilities Agency Regional Plant No. 5 6075 "C" Kimball Avenue Chino, CA 917108	320,000 gallons
Inland Empire Utilities Agency Regional Plant No. 2 16400 El Prado Rd. Chino, CA 91708	10,000 gallons

In addition, the Agency reserves the right to include any additional delivery locations located within its service area as may be required in the future. Any added location shall receive the same product, service, pricing, etc. as required in the Contract.

LOADING AND UNLOADING: Upon arrival, the delivery person will report to the Operations Building receptionist; upon notification an Agency operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time, up to one hour, between notification of clerk and approval by Agency operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. The Supplier's unloading crew must possess and wear appropriate personal protection equipment (PPE), compliant with OSHA regulations, throughout each unloading process. Loading and unloading of all shipments will not commence without an Agency Operator present. The Supplier's delivery equipment must be fully compatible with Agency facilities and equipment. Deliveries shall be executed without any spillage of material. Any spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to Agency property caused by a spill shall be corrected by the Supplier immediately.

PRODUCT SAMPLE: The Agency will require, on an as needed basis, that a sample of the product delivered be collected by Agency personnel prior to unloading. The amount of sample required will be approximately one quart. Suppliers equipment must accommodate for the collection of the sample without causing the spilling or splashing of product.

TERMINATION: The Agency may reject delivery or terminate the Contract if the quality of the delivered sodium hypochlorite does not meet the product specifications. In the event delivered product is rejected for failure to meet the product specifications, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The Agency may terminate the Contract should two or more deliveries of sodium hypochlorite be rejected in a one year period.

EMERGENCY TELEPHONE NUMBER: The Supplier shall provide a telephone number(s) where a representative may be contacted 24 hours a day, seven days a week in the event of an emergency.

SAFETY DATA SHEETS: The Supplier shall provide a copy of the associated Safety Data Sheet (SDS) to the Agency's Contract Administrator upon execution of any Contract entered into and whenever said document is revised or updated. Additionally, a copy of the product's SDS shall be submitted to the Agency Operator present at the time of each delivery.

SAFETY TRAINING: The Supplier shall provide training in the safe and proper handling procedures of their product and emergency "C" kits at the request of the Agency. Training shall be provided at least once per calendar year. This training shall be provided at the Agency's Regional Plants, as required. The training shall be provided at no additional expense to the Agency.

- E. **TERM OF CONTRACT / OPTIONS / PRICE ADJUSTMENTS:** The term of this Contract shall run from the date of its bi-lateral execution through July 31, 2016, or as mutually agreed to between the Supplier and Agency in any written extension to said Contract. Additionally, upon both Parties reaching mutual agreement as to a revised unit price, the Contract may be extended, in twelve month increments, for an additional period not-to-exceed 24 months, resulting in a potential total Contract term of three years. In the event the Agency desires to exercise one or both of the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term, or any extension thereof.
- F. **PAYMENT, INVOICING AND COMPENSATION:** The Agency shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any product which does not meet the requirements of this Contract or has proven unacceptable until such product is replaced and accepted by the Project Manager.

Subsequent to each delivery, Supplier may submit its associated invoice to:

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

Alternatively, invoices may be submitted via e-mail addressed to: APGroup@ieua.org

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the price schedule shown below.

Full Truckload (~5,000 Gallon) Deliveries:

PRODUCT PRICE/GALLON (delivered)	\$.548
SALES TAX (EXEMPT)	Not Applicable
TOTAL NET PRICE/GALLON (delivered)	\$.548

Partial Truckload (~2,000 to ~3,000 Gallon) Deliveries:

PRODUCT PRICE/GALLON (delivered)	\$.548
SALES TAX (EXEMPT)	Not Applicable
TOTAL NET PRICE/GALLON (delivered)	\$.548

Charge for Split-Loads (to be incurred after 1st stop) **\$ 75.00**
(Full truckload delivered to/split between 2 IEUA destination points)

G. FITNESS FOR DUTY:

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. 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
 - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
2. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

H. REQUIRED INSURANCE: During the term of this Contract, the Supplier shall maintain at the Supplier's sole expense, the following insurance.

1. **Minimum Scope of Insurance**

- a. **General Liability:** \$1,900,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$3,000,000 general aggregate. Coverage shall be at least as broad as Insurance Services Office form number GL 00 02 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 04 04 03 81 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage, "occurrence" form CG 00 02 04 13.

If the Supplier utilizes a claims made policy they agree to maintain said policy or a tail on said policy, at the same limits of coverage as required pursuant to this document, for a period of three years after the expiration of, or any extensions to the Contract.

- b. **Automobile Liability:** \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 13 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25 (Ed. 01 86).
- c. **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.

- 2. **Deductibles and Self-Insured Retention:** Supplier shall maintain \$100,000 of self-insured retention throughout the entire term of this Contract.

- 3. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:

- a. **General Liability and Automobile Liability:**

- (1) The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 20 10 04 13 & 20 37 04 13 as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- (2) The Supplier's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Supplier's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- (4) The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) The Supplier may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

- b. **Workers' Compensation and Employers Liability Coverage:**

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

c. 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 30 days or ten days in the event of nonpayment, prior written notice has been given to the Agency.

4. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
5. Verification of Coverage: The Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all Subcontractor(s) 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 insurance 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.
6. Submittal of Certificates: The Supplier shall submit all required insurance certificates and endorsements to the following:

Roger Hughbanks or via e-mail: rhughbanks@ieua.org
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not as an employee of the Agency.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Agency's Contract Administrator.
4. Indemnification: Supplier shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.

5. **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.
6. **Equal Opportunity:** During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. **Disputes:**
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), 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 CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Supplier is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
 - c. 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:
 - (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - (2) In the event that none of the names submitted by Supplier are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - (3) 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.

- d. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a Supplier on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Supplier.

- K. **INFRINGEMENT:** Supplier represents and warrants that Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violation of any Proprietary Rights of any person.

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

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

- L. **TAXES, FEES, AND CHARGES:** The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.

- M. **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/Procurement & Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hill, CA 91709

Supplier: John M. Schabacker
Business Director
Olin Corporation, dba Olin Chlor Alkali Products
26700 South Banta Road
Tracy, California 95304

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.

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier. (Government Code Section 4154)
- O. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or Agency shall be null, void, and of no legal effect whatsoever.
- R. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **TERMINATION:** The Agency reserves the right to suspend, cancel, or terminate this Contract at any time upon ten calendar days written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154)
- T. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written, bi-laterally signed amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- U. **FOB POINT:** The FOB point for all product delivered against this contract shall be "destination."
- V. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until a Contract has been executed by both parties and a Notice to Proceed has been issued by the Agency.

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

INLAND EMPIRE UTILITIES AGENCY:

OLIN CORPORATION:
(dba Olin Chlor Alkali Products)

P. Joseph Grindstaff
General Manager

Date

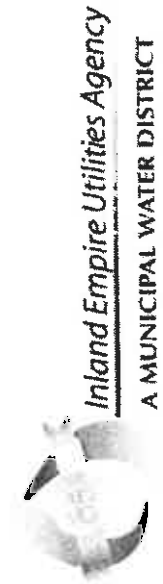
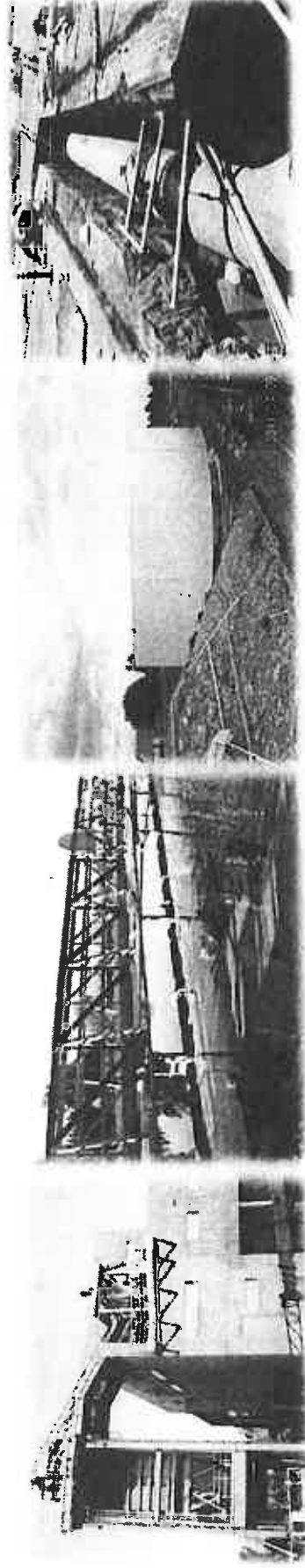
Frank W. Chirumbole
President, Chlor Alkali Products

Date

**INFORMATION
ITEM
2A**

Engineering and Construction Management Project Updates

July 2015



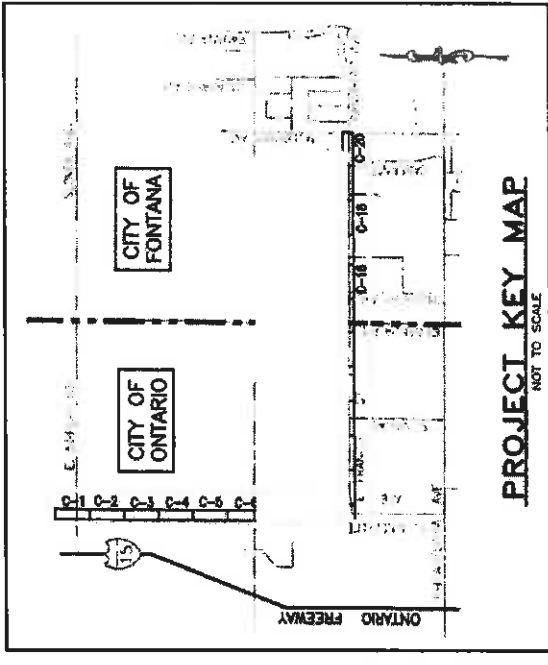
David Mendez,
Acting Deputy Manager of Engineering

John Scherck,
Acting Deputy Manager of Construction Management

EN06025 – Wineville Recycled Water Pipeline Extension Segment A

- Contractor: CCL Contracting, Inc.
- Current Contract: \$10.4 M
- Total Project Budget: \$18.0 M
- Scope of Work: Construct 2.6 miles of 36-in RW Pipeline and 1.0 mile of 24-in RW Pipeline
- Current Activities:
 - ~ 2.6 miles of 36" pipe installed (approx. 13,500-ft)
 - ~ 1.0 miles of 24" pipe installed (approx. 5,400-ft)
 - Hydrostatic testing complete
- Contract Completion: July 2015
- Percent Complete: 100%
- Focus Points:
 - Project closeout administrative activities

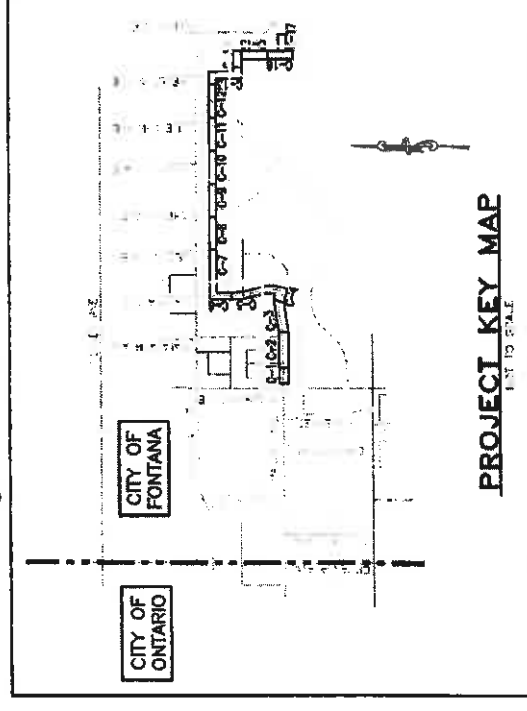
Wineville Segment A Pipeline Installation Progress



EN13045 – Wineville Recycled Water Pipeline Extension Segment B

- Contractor: Mike Bubalo Construction
- Current Contract Value: \$8.3 M (with VE)
- Total Project Budget: \$11.9 M
- Scope of Work: Construct 2.6 miles of RW Pipeline (VE Alignment Total)
- Current Activities:
 - Flow control structure and splitter box
 - ~2.3 miles of 36" pipe installed (approx. 12,000-ft)
 - ~0.3 miles of 16" PVC pipe installed (approx. 1,300-ft)
- Contract Completion: July 2015
- Percent Complete: 95%
- Focus Points:
 - Awaiting delivery of control panel and sluice gate

Wineville Segment B Pipeline Installation Progress



EN09021 – RP-4 Headworks Retrofits

- Contractor: J.R. Filanc Construction
- Current Contract: \$1,176,000
- Total Project Budget: \$2.9 M
- Scope of Work: Install new JWCE fine screens, washer/compactor and fiberglass reinforced plastic headworks building
- Current Activities:
 - Odor control air balancing, fall protection railing submittal review
 - Paving
- Contract Completion: July 2015
- Percent Complete: 97%
- Focus Point:
 - Washer/Compactor startup and acceptance

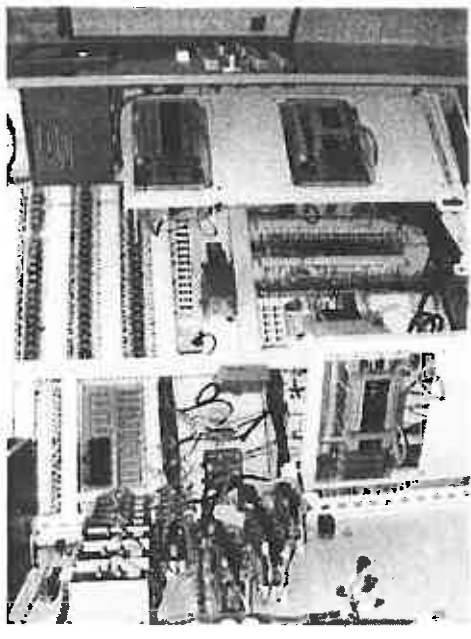
Paving roadways at new head works building



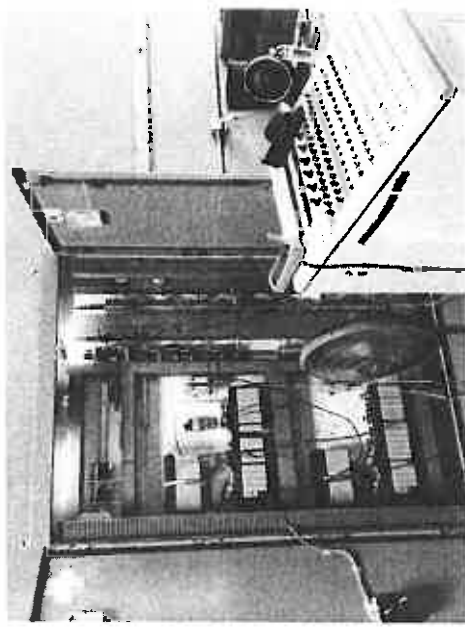
EN13016 – SCADA Enterprise System CCWRF

- Contractor: Technical Systems, Inc.
- Current Contract: \$2,499,275
- Total Project Budget: \$5.2 M
- Scope of Work: Migration of existing control system to modern SCADA system at CCWRF
- Current Activities:
 - Successful completion of first Factory Acceptance Test
 - Submittals for panel shop drawings and wiring diagrams
 - Workshops: Process control, reporting, operator screens
 - Electrical preparation for servers and control room
- Contract Completion: December 2015
- Percent Complete: 35%
- Focus Point:
 - Submittal approvals for fabrication of remaining panels
 - Operator screens and configuration of reporting system

Existing Aeration Building LCP-03-01



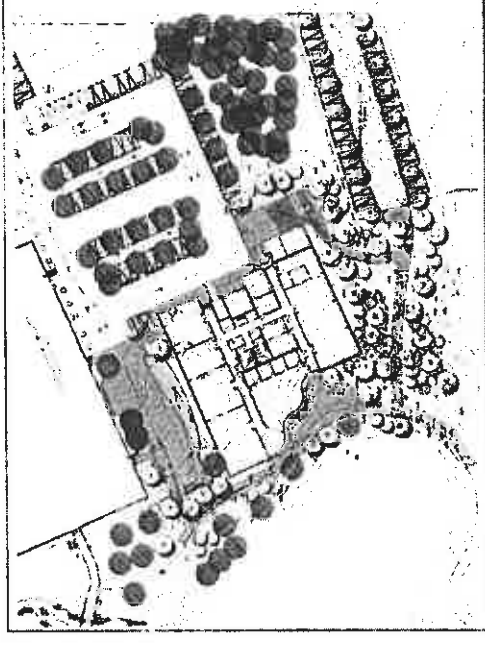
Factory Acceptance Simulation



EN15008 - New Water Quality Laboratory Project

- Engineering Consultant: Austin Company
- Current Contract: \$1.3 M
- Total Project Budget: \$21 M
- Scope of Work: Consultant Engineering Services for New Water Quality Laboratory and Central Chiller Plant Expansion
- Current Activities:
 - Update 50% Lab Design
 - Preliminary Design Central Plant
- Focus Point:
 - Complete geotechnical and survey investigations
 - Confirm existing system as-built conditions

Project Site Plan



EN15026 - Emergency Work RP-1 42-Inch Primary Effluent Pipe Repair

- LEVEL THREE EMERGENCY-
 - Estimated Cost: \$140,000
 - Scope of Work:
 - Excavate, expose and repair/replace a portion of the existing 42" pipeline
 - Remove and Replace existing landscaping and vegetation in coordination with IEUA Landscape Coordinator
- Focus Point:
 - Complete Work within 30 days of award

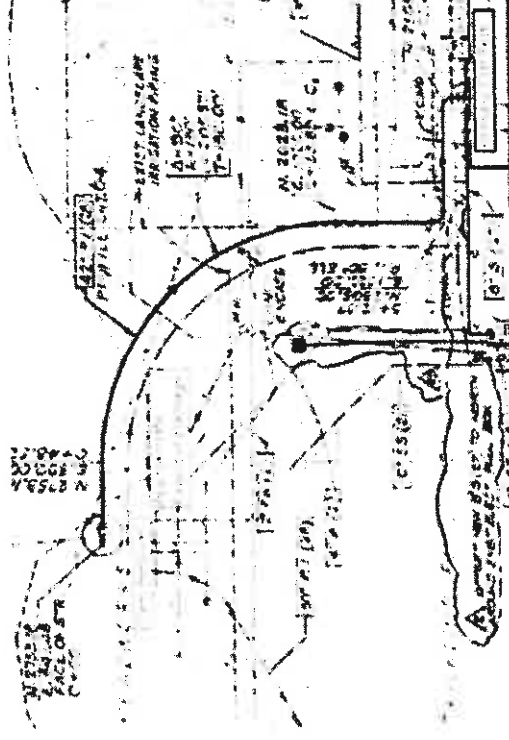


Figure 1 Location of Pipe Damage

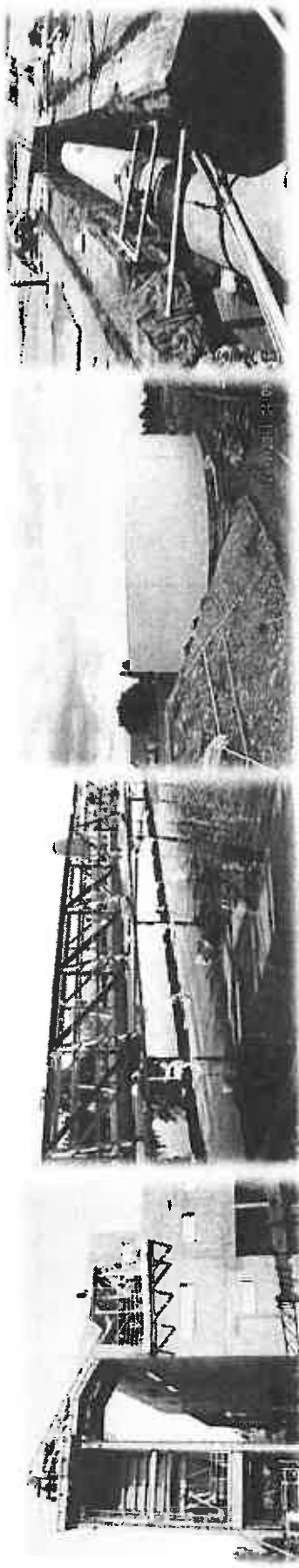
Project Cost & Schedule

RP-1 42-Inch Primary Effluent Pipe Repair

Description	Estimated Cost
Estimated Emergency Construction Cost Not To Exceed (NTE)	\$130,000
Construction Management (IEUA Labor and Augmentation)	\$10,000
Total Estimated Project Cost	\$140,000

Project Milestone	Date
Construction Contract Award	June 30, 2015
Construction Completion	July 24, 2015

Questions?



**INFORMATION
ITEM
2B**

4th Quarter Update Planning & Environmental Resources



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

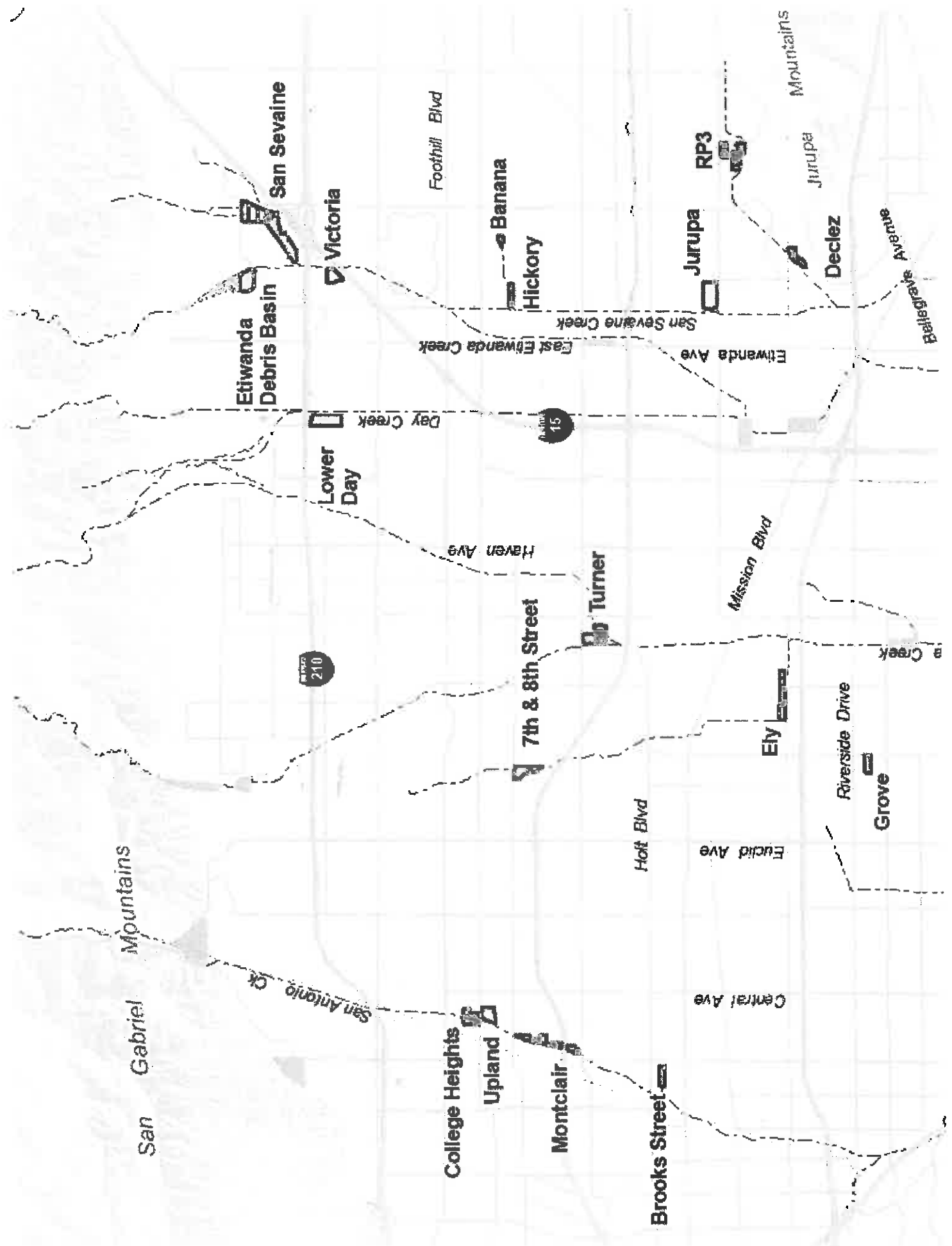
July 2015



Long-Term Permitting

GWR Basins Operations & Maintenance (O&M)

- **California Department of Fish & Wildlife Permit**
 - Expires on June 30, 2022
- **Regional Water Quality Control Board Permit**
 - No expiration
- **United States Army Corps of Engineers (USACOE) Permit**
 - Nationwide Permit = General Permit
 - Expires every 5 years on March 18, 2017



Long-Term Permitting



Long-Term Permitting

Challenges of Current USACOE Permit:

- Nationwide permit expires every five years
- Time to negotiate permit: 2 years

Current Proposal:

- Obtain an Individual Permit for the GWR Facilities
- Expires every 10 to 15 years from date of issue
- Met with USACOE in February 2015
- Application submittal in Summer 2015

Regulatory Compliance Update

RWQCB

- All Facilities – 100% compliance
- Reproduction Toxicity at RP-1 & CCWRF
- Category 3 SSO – Etiwanda NRWS Spill

AQMD

- All Facilities – 100% compliance

SWRCB – DDW

- CDA1 – 100% compliance
- GWR – 100% compliance
- Total Nitrogen at RP3 Basin



Pretreatment & Source Control

Regional System

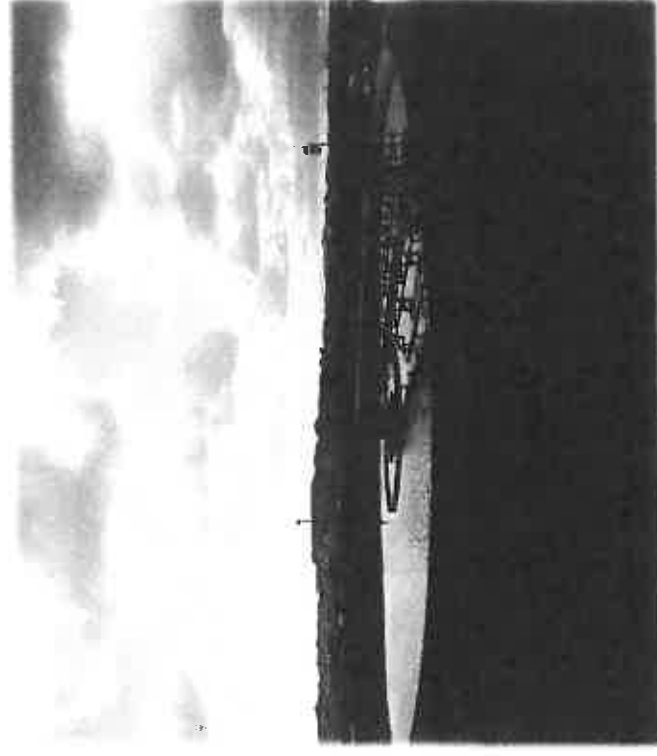
- Local Limits Study
- Enforcement Actions – 23 NOVs
- Permits Processed – 10
- Pretreatment Compliance Inspection

North NRWS

- Enforcement Action – 24 NOVs
 - 1 Permit Revocation
- Permits Processed – 10

South Brine Line

- OCSD Ordinance & Local Limits Revision
- Enforcement Action – 11 NOVs
- Permits Processed - 8



Planning

Prado Basin Adaptive Management Plan

- Monitoring Wells Installation Complete and AMP report being finalized

Santa Ana River Habitat Conservation Plan

- Phase 1 Completed
- Phase 2 Hydraulic Impact Modeling - Completion by January 2016

Integrated Resources Plan

- **Completed Tasks:**
 - Develop draft IRP goals and identify supply needs
 - Complete baseline water demand forecasts to address uncertainty
- **Tasks to be completed via Stakeholder Workshops**

Other Activities

- **Fall: Draft IRP**

Water Resources Activities

- **Water Supply Allocation Plan (WSAP)** – effective July 1st
- **MWD Foundational Actions Programs** – Final reports
- **State Drought Emergency Water Conservation**
 - IEUA Drought Workshops held in May
 - Preparing Regional Outreach Messaging
- **DWR/SAWPA Prop. 84 Drought Grant**
 - Aerial imagery completion: August 2015
 - Technology Based Information System RFP in process

Questions?