

NOTICE OF BOARD MEETING

OF THE
BOARD OF DIRECTORS
OF THE



WILL BE HELD ON
WEDNESDAY, AUGUST 19, 2015
10:00 A.M.

AT THE OFFICE OF THE AGENCY
6075 KIMBALL AVENUE, BUILDING A,
CHINO, CA 91761



AGENDA

MEETING OF THE BOARD OF DIRECTORS

**WEDNESDAY, AUGUST 19, 2015
10:00 A.M.**

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

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

FLAG SALUTE

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

NEW HIRE INTRODUCTION

- Mr. Kenneth Tuliau, Manager of Maintenance, hired on 6/08/15 (Ernest Yeboah)

1. CONSENT CALENDAR

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

A. MINUTES

The Board will be asked to approve the minutes from the July 15, 2015 Board meeting.

B. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Board approve the total disbursements for the month of June 2015 in the amount of \$14,405,913.76.

C. CONTRACT AWARD FOR PROGRAM ENVIRONMENTAL IMPACT REPORT FOR PLANNING DOCUMENTS

It is recommended that the Board:

1. Award a professional service contract for the preparation of a Program Environmental Impact Report (PEIR) to Tom Dodson and Associates (TDA), for a not-to-exceed amount of \$ 330,000; and
2. Authorize the General Manager to execute the contract.

D. SOLE SOURCE PURCHASE OF A TRACTOR AND COMPOST AERATOR FOR RP-2 DRYING BED REHABILITATION

It is recommended that the Board:

1. Approve the sole-source purchase of one (1) John Deere model #6175R Cab Tractor for \$160,408;
2. Approve the sole-source purchase of one (1) Brown Bear model PTOPA35E-10.5 compost aerator product number 105607 rototiller aerator for \$51,526; and
3. Authorize the General Manager to execute the purchases.

E. CONTRACT AWARD TO CALIFORNIA WATER TECHNOLOGIES, LLC FOR BULK FERRIC CHLORIDE

It is recommended that the Board:

1. Approve Contract No. 4600001952 to California Water Technologies, LLC, establishing a two-year contract for the supply of bulk ferric chloride with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract.

F. CONSTRUCTION CHANGE ORDER FOR THE WINEVILLE EXTENSION RECYCLED WATER PIPELINE, SEGMENT B

It is recommended that the Board:

1. Approve a construction contract change order with Mike Bubalo Construction for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, for the not-to-exceed amount of \$280,510.66;
2. Approve an amendment to the master contract with Butier Engineering, Inc. for the On-Call Construction Management and Inspection Services, Task Order No. 2, for the not-to-exceed amount of \$90,000; and
3. Authorize the General Manager to execute the construction contract change order and the amendment.

G. MASTER SERVICE CONTRACT AWARD FOR PAINTING

It is recommended that the Board:

1. Approve the award of Master Service Contracts to perform painting services for the Agency's facilities and process piping systems for a total aggregate not-to-exceed amount of \$300,000 over a five-year period to the following:
 - KCC Painting (Contract No. 4600001946)
 - U. S. National Corporation (Contract No. 4600001949)
 - Tony Painting (Contract No. 4600001947); and
2. Authorize the General Manager to execute the contracts.

2. ACTION ITEMS

A. APPROVAL OF A MEMORANDUM OF UNDERSTANDING AND TERM SHEET FOR AN ENERGY STORAGE SERVICES AGREEMENT WITH ADVANCED MICROGRID SOLUTIONS, INC.

It is recommended that the Board:

1. Approve the Memorandum of Understanding (MOU) and Term Sheet between Inland Empire Utilities Agency and Advanced Microgrid Solutions, Inc. (AMS) for an Energy Storage Services Agreement; and
2. Authorize the General Manager, subject to non-substantial changes, to execute the MOU.

B. SERVICE TO UNINCORPORATED SAN BERNARDINO COUNTY

It is recommended that the Board:

1. Approve the agreements with California Steel Industries, Auto Club Speedway, Prologis, City of Fontana and Fontana Water Company to provide wastewater and recycled water services to a portion of the unincorporated area of San Bernardino County; and
2. Authorize the General Manager, subject to non-substantial changes, to execute agreements.

C. ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES CONTRACT AMENDMENT

It is recommended that the Board:

1. Approve contract amendment 4600001141-004 with GK & Associates for construction management services for a six month contract extension through June 2016, for a not-to-exceed total amount of \$983,075; and
2. Authorize the General Manager to execute the consultant contract amendment.

3. INFORMATION ITEMS

- A. **REGIONAL PRETREATMENT PROGRAM LOCAL LIMITS EVALUATION (POWERPOINT)**
- B. **ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)**
- C. **MWD AND DROUGHT UPDATE (ORAL)**

RECEIVE AND FILE INFORMATION ITEMS

- D. **SEMI-ANNUAL LABORATORY UPDATE (POWERPOINT)**
- E. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)**
- F. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
- G. **LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
- H. **LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)**
- I. **LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)**

- J. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)
- K. FEDERAL LEGISLATION TRACKING (WRITTEN)
- L. STATE LEGISLATION TRACKING (WRITTEN)
- M. SUPPORT FOR STATE LEGISLATION (WRITTEN)

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

4. AGENCY REPRESENTATIVES' REPORTS

- A. SAWPA REPORT (WRITTEN)
- B. MWD REPORT (WRITTEN)
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT
(Meeting was cancelled for August 6th)
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)

5. GENERAL MANAGER'S REPORT (WRITTEN)

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

7. DIRECTORS' COMMENTS

8. CONFERENCE REPORTS

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

9. CLOSED SESSION

- A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
 - 1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
 - 2. Martin vs. IEUA, Case No. CIVRS 1000767
 - 3. Sheilds vs. IEUA, Case No. CIVRS 1301638

4. Mwembu vs. IEUA, Case No. CIVDS 1415762

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

1. Property: Water and Pipeline Capacity/Cadiz
Negotiating Party: General Counsel Jean Cihigoyenetche

2. Supplemental Water Transfer/Purchase
Negotiating Party: General Manager P. Joseph Grindstaff
Under Negotiation: Price and Terms of Purchase

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

1. Two (2) Cases

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

1. Various Positions – Compensation Study

2. Various Positions

11. ADJOURN

*A Municipal Water District

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

Proofed by: SN

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, August 13, 2015.

for Stephanie Pileas
April Woodruff

**CONSENT
CALENDAR
ITEM**

1A



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, JULY 15, 2015
10:00 A.M.**

DIRECTORS PRESENT:

Michael Camacho, Vice President
Steven J. Elie, Secretary/Treasurer
Jasmin A. Hall

DIRECTORS ABSENT:

Terry Catlin, President
Gene Koopman

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Joshua Aguilar, Senior Associate Engineer, PE
Blanca Arambula, Deputy Manager of Human Resources
Sharmeen Bhojani, Manager of Human Resources
Andy Campbell, Deputy Manager of Planning
Warren Green, Manager of Contracts and Facilities Services
Jill Kiefer, Executive Assistant
Matt Melendrez, Deputy Manager of Operations
David Mendez, Acting Deputy Manager of Engineering
Liza Munoz, Senior Engineer
Jason Pivovaroff, Senior Engineer
John Scherck, Acting Deputy Manager of Construction Management
Peter Soelter, Senior Internal Auditor
Teresa Velarde, Manager of Internal Audit
Jamal Zughbi, Senior Engineer
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyentche, Cihigoyentche, Grossberg, & Clouse
Justin Scott Coe, MVWD
Van Jew, MVWD
Shawn Perumean, CVWD
Darron Poulsen, City of Pomona

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

Vice President Camacho called the meeting to order at 10:02 a.m., and he led with the pledge of allegiance to the flag. A quorum was present.

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

Vice President Camacho asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda.

1. NEW HIRE INTRODUCTION

Board Secretary/Office Manager April Woodruff introduced the following new employee:

- Ms. Jill Kiefer, Executive Assistant, hired on 6/22/15

The Board welcomed Ms. Kiefer to the IEUA team.

2. CONSENT CALENDAR

Vice President Camacho asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion. There was no one desiring to do so.

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

M2015-7-1

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the June 17, 2015, Board meeting.
- B. The Board approved the total disbursements for the month of May 2015, in the amount of \$12,569,573.77.
- C. The Board adopted Resolution No. 2015-7-3, supporting the nomination of Kathleen Tiegs as Association of California Water Agencies President

RESOLUTION NO. 2015-7-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY CALIFORNIA, SUPPORT THE NOMINATION OF KATHLEEN TIEGS AS THE ASSOCIATION OF CALIFORNIA WATER AGENCIES' PRESIDENT *(for full text, see Resolution Book)*

- D. The Board elected incumbent Mr. Jo MacKenzie to serve as Director on the CSDA Board for Seat A, Region 6.

Continued....

M2015-7-1, continued

E. The Board:

1. Approved Contract No. 4600001897 for financial advisory services with Public Financial Management (PFM); and
2. Authorized the General Manager to execute the contract.

F. The Board ratified the purchase of the following Agency-wide insurance policies with an effective date of July 1, 2015, providing coverage through July 1, 2016, for the amount included with the budget, which will provide the following coverage:

1. **General Liability:** Provides third party liability coverage for bodily injury and property damage through the Insurance Company of the State of Pennsylvania for up to \$20,000,000 per policy year, with a Self-Insured Retention (SIR) of \$500,000; and

Automobile Liability: Covers losses to other parties for bodily injury and property damage caused by Agency vehicles. Limits of coverage are \$20,000,000 per accident, with a SIR of \$500,000; and

Public Entity Errors and Omissions: Provides \$20,000,000 per policy year of protection against claims for damages arising from the negligent acts, errors, and omissions of the Board of Directors and/or Agency staff acting within their professional capacity, with a SIR of \$500,000.

2. **Property, and Boiler and Machinery:** Provides insurance protection resulting from damage and destruction of property through the California Sanitation Risk Management Authority (CSRMA) Property Program; with a deductible level of \$25,000.
3. **Excess Workers' Compensation and Employer's Liability:** Provides \$25,000,000 per policy year coverage against bodily injury and illness to employees in the scope of their employment insurance from Midlands Insurance, with a SIR of \$1,000,000.

G. The Board:

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

Continued....

M2015-7-1, continued

H. The Board:

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

I. The Board:

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

J. The Board:

1. Approved 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. Authorized the General Manager to make non-substantive changes and execute the final MOU.

K. The Board:

1. Approved 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. Authorized the General Manager to execute the contract with the two potential contract extensions.

3. ACTION ITEMS

A. WATER FACILITIES MASTER PLAN

Executive Manager of Engineering/AGM Chris Berch gave a PowerPoint Presentation providing an overview of the Wastewater Facilities Master Plan (WFMP). He reported that the WFMP is an update to the previous 2002 Master Plan. He stated that significant changes have occurred due to flow profiles and solids loading into the treatment plants. He stated that the WFMP analyzed flow diversion alternatives in order to maximize recycled water supply in correlation with the Recycled Water Program Strategy. Ultimately, the findings will develop the Capital Improvement Program, which will define the project funding. Mr. Berch highlighted the projected influent flows, and the major

capital projects to meet future influent flows. He stated that the next steps are to implement the preliminary design reports on the RP-1 and RP-5 solids and liquids treatment expansions of the TYCIP projects, and complete the Programmatic Environmental Impact Report. Mr. Berch stated that staff is recommending that the Board concur with the findings of the WFMP, knowing that staff cannot request approval from the Board until the environmental document is completed. Once all the Master Plans are completed, staff will come back to the Board, as a bundle, for approval.

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

M2015-7-2

MOVED, to concur with the findings of the Wastewater Facilities Master Plan.

4. INFORMATION ITEMS

A. MWD AND DROUGHT UPDATE

Senior Engineer Jason Pivovarov provided a brief PowerPoint presentation on MWD's water condition and sales, conservation and water use efficiency, and budget and rates. He also highlighted water deliveries to member agencies comparing June 2014 vs. June 2015. He noted that IEUA is 55% lower, and is among the top three member agencies who had the greatest AF reductions.

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

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)

C. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

D. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

E. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

F. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

G. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

H. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

I. FEDERAL LEGISLATION TRACKING (WRITTEN)

J. STATE LEGISLATION TRACKING (WRITTEN)

K. 4TH QUARTER UPDATE - PLANNING & ENVIRONMENTAL RESOURCES

5. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

The June 16, SAWPA Commission meeting was reported at the June 17, Board meeting. The next scheduled SAWPA Commission meeting is scheduled for July 21.

B. MWD REPORT

Director Camacho has nothing further to report.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

The July 2, meeting was cancelled.

D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that the safe yield report is in the drafting stage; therefore the attorneys are meeting regularly. He reported that they are moving on to other issues.

6. GENERAL MANAGER'S REPORT

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

General Manager P. Joseph Grindstaff reported that last week, he was asked on two different occasions to go to Sacramento. He reported that there is a new groundwater report that will be released in the next week or two, and it will be more detailed. He also reported that he received a call from Senator Feinstein's office. Senator Feinstein would like one of her staff persons to come out and tour the recycled water desalination recharge facility.

7. BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS

The Board had no requested future agenda items.

8. BOARD OF DIRECTORS' COMMENTS

There were no comments from the Board.

9. CLOSED SESSION

The Board went into Closed Session at 10:28 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Sheilds vs. IEUA, Case No. CIVRS 1301638; (4) Desaddi vs. IEUA, Case No. CIVRS 1304617; (5) Mwembu vs. IEUA Case No. CIVDS 1415762; (6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595. B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Property: Water and Pipeline Capacity/Cadiz, Negotiating Parties: General Counsel Jean Cihigoyenette; (2) Supplemental Water Transfer/Purchase, General Manager P. Joseph Grindstaff; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: TWO (2) Cases; D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS: (1) Various Positions – Compensation Study, (2) Various Positions.

The meeting resumed at 11:14 a.m. and General Counsel Jean Cihigoyenette stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Martin vs. IEUA, Case No. CIVRS 1000767

Sheilds vs. IEUA, Case No. CIVRS 1301638

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Legal Counsel – Existing Litigation:

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

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

The Board did not discuss.

Regarding Conference with Legal Counsel – Existing Litigation:

Desaddi vs. IEUA, Case No. CIVRS 1304617

General Counsel reported that a settlement agreement was reached on the Desaddi vs. IEUA case. Mr. Desaddi will dismiss his claim in exchange for a waiver of costs and fees. He will take nothing by way of his complaint.

Regarding Conference with Real Property Negotiator:

Property: Water and Pipeline Capacity/Cadiz

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

The first case of (2) Cases

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

The second case of (2) Cases

The Board did not discuss.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

3. **ACTION ITEMS** - Continued

B. **ADOPTION OF RESOLUTION NO. 2015-7-1, AMENDING THE MEMORANDUM OF UNDERSTANDING (MOU), SALARY MATRIX AND CLASSIFICATION PLAN FOR ALL OPERATORS' AND PROFESSIONAL UNIT EMPLOYEES**

The Board approved both action items together with one motion.

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

M2015-7-3

MOVED, to

1. Approve and adopt the recently completed classification and compensation study (Study) for all Operators' and Professional Unit employees;
2. Approve the modification of various position titles for all the Operators' and Professional Unit employees, as a result of the Study; and
3. Adopt Resolution No. 2015-7-1 to amend the 2013 through 2018 MOUs for the Operators' and Professional Units with a new salary matrix and classification plan based on the results of the Study.

RESOLUTION NO. 2015-7-1
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AMENDING THE MEMORANDUM OF UNDERSTANDING, SALARY MATRIX AND CLASSIFICATION PLAN FOR ALL OPERATORS' ASSOCIATION AND PROFESSIONAL UNIT EMPLOYEES *(for full text, see Resolution Book)*

C. ADOPTION OF RESOLUTION NO. 2015-7-2, AMENDING THE SALARY SCHEDULE/MATRIX FOR THE UNREPRESENTED, EXECUTIVE MANAGEMENT, LABORATORY UNIT, OPERATORS' ASSOCIATION, AND PROFESSIONAL UNIT EMPLOYEES

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

M2015-7-3

MOVED, to Adopt Resolution No. 2015-7-2 approving the amendments to the salary schedule/matrix for the Operators' unit and Professional Unit.

**RESOLUTION NO. 2015-7-2
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, AMENDING THE
SALARY SCHEDULE/MATRIX FOR THE
UNREPRESENTED, EXECUTIVE MANAGEMENT,
LABORATORY UNIT, OPERATORS' ASSOCIATION, AND
PROFESSIONAL UNIT**

(for full text, see Resolution Book)

With no further business, Vice President Camacho adjourned the meeting at 11:15 a.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: AUGUST 19, 2015

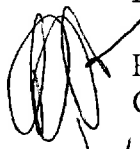
**CONSENT
CALENDAR
ITEM**


1B


Date: August 19, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (8/12/15)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Treasurer's Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of June 2015 in the amount of \$14,405,913.76.

BACKGROUND

June disbursement activity includes vendor payments (check numbers 208940-209473) of \$4,759,539.35 and workers compensation payments (check numbers 04180-04222) of \$14,518.94. The total amount of ACH and wire transfer payments is \$9,627,408.43, which includes payroll taxes in the amount of \$935,100.17. The total employee pay was \$1,240,418.80. The total pay for the Board of Directors was \$4,447.04.

Treasurer's Report on General Disbursements

July 15, 2015

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Payment Type		Transactions	Total Amount
Check	Vendors	533	4,759,539.35
	Workers-Comp	43	14,518.94
	Payroll-Directors'	5	4,447.04
	Payroll-Others	0	0.00
Subtotal Check		581	\$4,778,505.33
ACH		143	\$1,284,101.52
Wire Transfer	Payroll-Net Pay	2	1,240,418.80
	Others	18	7,102,888.11
Subtotal Wires		20	\$8,343,306.91
TOTAL		744	\$14,405,913.76

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

Vendor	Amount	Description
MWD	\$ 5,464,430.33	April 2015 Water Purchase & Readiness To Serve
State Wtr Res Control Bd	\$ 1,279,103.67	SRF Loans- Recy Wtr Phs1 & Recy Wtr Phs 2
IRS	\$ 786,147.27	P/R 11,12,13 Taxes; Dir P/R 006 Taxes
Southern California Edison	\$ 704,705.67	Electric 4/29-6/1 CCWRP/RP5/TP5/HQA/RP1
CalPERS	\$ 692,430.88	P/R 12,13 PERS Contribution,6/15 Health Ins

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Bank CBB
 Bank Key 12234149
 Acct number WCOMP
 231159290
 CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

Checks created manually									
Check number	from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/Void reason code	Enca / void		
04180		2200067249	06/03/2015	USD	131.41	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/05/2015		
04181		2200067250	06/03/2015	USD	133.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/05/2015		
04182		2200067251	06/03/2015	USD	3,500.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/11/2015		
04183		2200067252	06/03/2015	USD	460.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015		
04184		2200067253	06/03/2015	USD	8.74	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015		
04185		2200067254	06/10/2015	USD	94.71	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015		
04186		2200067255	06/10/2015	USD	127.19	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/12/2015		
04187		2200067256	06/10/2015	USD	105.68	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/15/2015		
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208944	2200067004			06/04/2015	USD	20.61	AIRGAS WEST INC PASADENA CA	06/22/2015
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208946	2200067082			06/04/2015	USD	37.95	BARRER, SATURNINO CHINO HILLS CA	06/10/2015
208947	2200067062			06/04/2015	USD	656.65	BERLIN PACKAGING LLC CHICAGO IL	06/15/2015
208948	2200067013			06/04/2015	USD	7,110.00	BLACK & VEATCH CORPORATION KANSAS CITY MO	06/10/2015
208949	2200067095			06/04/2015	USD	953.61	BONILLA, ANDRES CHINO HILLS CA	06/17/2015
208950	2200066989			06/04/2015	USD	3,783.20	BRITHNEE ELECTRIC COLTON CA	06/09/2015
208951	2200067042			06/04/2015	USD	3,625.00	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	06/10/2015
208952	2200067028			06/04/2015	USD	50,925.25	BUTIER ENGINEERING INC TUSTIN CA	06/09/2015
208953	2200067011			06/04/2015	USD	84.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	06/22/2015
208954	2200067046			06/04/2015	USD	6,000.00	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	06/10/2015
208955	2200067066			06/04/2015	USD	4,900.05	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	06/09/2015
208956	2200067019			06/04/2015	USD	114.90	CALOLYMPIC SAFETY CORONA CA	06/10/2015
208957	2200066990			06/04/2015	USD	830.32	CARL WARREN & CO SANTA ANA CA	06/15/2015
208958	2200067031			06/04/2015	USD	352.50	CASC ENGINEERING AND CONSULTING COLTON CA	06/10/2015
208959	2200067010			06/04/2015	USD	71,536.19	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	06/10/2015
208960	2200067041			06/04/2015	USD	1,019.51	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/09/2015
208961	2200067078			06/04/2015	USD	52.47	CITY OF CHINO CHINO CA	06/08/2015
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208963	2200066991			06/04/2015	USD	965.44	COLE FARMER INSTRUMENT CO CHICAGO IL	06/10/2015
208964	2200067091			06/04/2015	USD	10.00	COLE, CHRISTOPHER CHINO HILLS CA	06/12/2015
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208966	2200067036			06/04/2015	USD	2,009.53	CS-AMSCO HUNTINGTON BEACH CA	06/10/2015
208967	2200067083			06/04/2015	USD	60.00	CUNNINGHAM, RICHARD CHINO HILLS CA	06/08/2015
208968	2200067045			06/04/2015	USD	625.00	DAVE'S PLUMBING CHINO CA	06/12/2015
208969	2200067051			06/04/2015	USD	150.00	DAVID WHEELER'S PEST CONTROL IMURRIETA CA	06/17/2015
208970	2200067069			06/04/2015	USD	2,400.00	DELTA ENTERPRISES, INC. MURRIETA CA	06/23/2015
208971	2200067018			06/04/2015	USD	230.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	06/11/2015
208972	2200067052			06/04/2015	USD	1,335.60	DOWN'S ENERGY CORONA CA	06/09/2015
208973	2200067026			06/04/2015	USD	4,877.85	E. Z. PARTY RENTALS POMONA CA	06/09/2015
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208978	2200067040			06/04/2015	USD	95,062.04	FAIRVIEW FORD SAN BERNARDINO CA	06/11/2015
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208981	2200067021			06/04/2015	USD	536.65	FLORENCE FILTER CORP COMPTON CA	06/15/2015
208982	2200067080			06/04/2015	USD	832.15	FONTANA WATER COMPANY FONTANA CA	06/10/2015
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208986	2200067044		2200067044	06/04/2015	USD	14,044.26	GIC TRANSPORT INC BAKERSFIELD CA	06/09/2015
208987	2200067007		2200067007	06/04/2015	USD	5,313.28	GRAINGER PALATINE IL	06/09/2015
208988	2200067096		2200067096	06/04/2015	USD	300.00	HA, ANTHONY CHINO HILLS CA	06/15/2015
208989	2200067032		2200067032	06/04/2015	USD	8,005.53	HACH COMPANY CHICAGO IL	06/10/2015
208990	2200066995		2200066995	06/04/2015	USD	1,532.22	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	06/09/2015
208991	2200067097		2200067097	06/04/2015	USD	469.06	HO, SHUKOON UPLAND CA	06/22/2015
208992	2200066996		2200066996	06/04/2015	USD	869.96	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/11/2015
208993	2200067092		2200067092	06/04/2015	USD	17.30	HULL, KURT CHINO HILLS CA	06/11/2015
208994	2200067029		2200067029	06/04/2015	USD	2,016.00	INTERNATIONAL BUSINESS MACHINE PITTSBURGH PA	06/11/2015
208995	2200067047		2200067047	06/04/2015	USD	1,150.00	JB'S. POOLS & PONDS INC UPLAND CA	06/10/2015
208996	2200067098		2200067098	06/04/2015	USD	300.00	JENKINS, KIMBERLY ONTARIO CA	07/02/2015
208997	2200066997		2200066997	06/04/2015	USD	33.82	JOHNSON POWER SYSTEMS LOS ANGELES CA	06/11/2015
208998	2200067077		2200067077	06/04/2015	USD	29,800.00	KCC PAINTING WALNUT CA	06/08/2015
208999	2200067016		2200067016	06/04/2015	USD	23.40	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	06/12/2015
209000	2200067035		2200067035	06/04/2015	USD	2,177.50	KVAC ENVIRONMENTAL SERVICES INRANCHO CUCAMONGA CA	06/12/2015
209001	2200067024		2200067024	06/04/2015	USD	1,430.31	LEE & RO INC CITY OF INDUSTRY CA	06/09/2015
209002	2200067088		2200067088	06/04/2015	USD	625.92	LESSER, ERIC CHINO HILLS CA	06/15/2015
209003	2200067087		2200067087	06/04/2015	USD	48.30	LITTLETON, DANNY CHINO HILLS CA	06/15/2015
209004	2200067076		2200067076	06/04/2015	USD	696.00	LIVEWIRE KIOSK INC YORK PA	06/13/2015
209005	2200067050		2200067050	06/04/2015	USD	777.62	MAILFINANCE INC CHICAGO IL	06/11/2015
209006	2200067049		2200067049	06/04/2015	USD	785.88	MARS ENVIRONMENTAL INC ANAHEIM CA	06/15/2015
209007	2200067023		2200067023	06/04/2015	USD	620.18	MCCALL'S METERS INC HEMET CA	06/15/2015
209008	2200067020		2200067020	06/04/2015	USD	1,013.86	MCMASTER-CARR SUPPLY CO CHICAGO IL	06/10/2015
209009	2200067060		2200067060	06/04/2015	USD	920.16	MICROAGE PHOENIX AZ	06/10/2015
209010	2200067009		2200067009	06/04/2015	USD	2,307.17	MISCO WATER FOOHILL RANCH CA	06/17/2015
209011	2200067005		2200067005	06/04/2015	USD	280.63	MISSION REPROGRAPHICS RIVERSIDE CA	06/24/2015
209012	2200067068		2200067068	06/04/2015	USD	25,480.00	MSO TECHNOLOGIES INC THOUSAND OAKS CA	06/15/2015
209013	2200067093		2200067093	06/04/2015	USD	79.93	NANGIA, SAPNA CHINO HILLS CA	06/15/2015
209014	2200067033		2200067033	06/04/2015	USD	5,600.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	06/16/2015
209015	2200066992		2200066992	06/04/2015	USD	55.31	OFFICE DEPOT LOS ANGELES CA	06/11/2015
209016	2200067006		2200067006	06/04/2015	USD	509.51	PETTY CASH EXPENDITURES CHINO CA	06/16/2015
209017	2200067034		2200067034	06/04/2015	USD	1,344.83	PLUMBERS DEPOT INC HAWTHORNE CA	06/15/2015
209018	2200067064		2200067064	06/04/2015	USD	1,472.58	PMC ENGINEERING LLC DANBURY CT	06/11/2015
209019	2200067074		2200067074	06/04/2015	USD	8,000.00	R-DEPENDABLE CONST INC SAN BERNARDINO CA	06/09/2015
209020	2200066999		2200066999	06/04/2015	USD	2,142.13	RAMONA TIRE & SERVICE CENTERS ONTARIO CA	06/12/2015
209021	2200066998		2200066998	06/04/2015	USD	147.70	RED VALVE COMPANY INC CARNEGIE PA	06/12/2015
209022	2200067025		2200067025	06/04/2015	USD	413.11	REGENTS OF UNIVERSITY OF CALIF RIVERSIDE CA	06/12/2015
209023	2200067027		2200067027	06/04/2015	USD	8,000.00	RICOH USA INC PASADENA CA	06/15/2015
209024	2200067039		2200067039	06/04/2015	USD	778.64	RMA GROUP RANCHO CUCAMONGA CA	06/09/2015
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	209032		2200067053	06/04/2015	USD	22,820.98	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA	06/19/2015
	209033		2200067002	06/04/2015	USD	158.85	SMART & FINAL LOS ANGELES CA	06/18/2015
	209034		2200067094	06/04/2015	USD	63.25	SOELTER, PETER CHINO HILLS CA	06/25/2015
	209035		2200067038	06/04/2015	USD	7,271.00	STANTEC CONSULTING INC CHICAGO IL	06/09/2015
	209036		2200067015	06/04/2015	USD	340.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	06/11/2015
	209037		2200067086	06/04/2015	USD	129.03	TANG, KEVIN CHINO CA	
	209038		2200067014	06/04/2015	USD	102.79	TELEDYNE INSTRUMENTS INC DALLAS TX	06/15/2015
	209039		2200067065	06/04/2015	USD	43,825.91	THE BRICKMAN GROUP LTD LLC CHICAGO IL	06/10/2015
	209040		2200067072	06/04/2015	USD	19,752.00	THIRDWAVE CORPORATION LOS ANGELES CA	07/10/2015
	209041		2200067022	06/04/2015	USD	2,591.10	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	06/11/2015
	209042		2200067089	06/04/2015	USD	150.00	TRAN, VINCENT CHINO HILLS CA	07/08/2015
	209043		2200067055	06/04/2015	USD	714.35	TRICO CORPORATION PEWAUKEE WI	06/10/2015
	209044		2200067061	06/04/2015	USD	10,138.33	UTILIQUEST LLC ATLANTA GA	06/10/2015
	209045		2200067079	06/04/2015	USD	772.58	VERIZON CALIFORNIA DALLAS TX	06/12/2015
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	209055		2200067105	06/04/2015	USD	872.81	SO CALIF GAS MONTEREY PARK CA	06/15/2015
	209056		2200067104	06/04/2015	USD	662.50	TED D EVANS PHD ENCINO CA	06/11/2015
	209057		2200067102	06/04/2015	USD	10,726.15	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	06/10/2015
	209058		2200067176	06/11/2015	USD	570.00	AIR RESOURCES BOARD SACRAMENTO CA	06/22/2015
	209059		2200067134	06/11/2015	USD	876.63	AIRGAS WEST INC PASADENA CA	06/22/2015
	209060		2200067184	06/11/2015	USD	576.67	ALTA FOODCRAFT COFFEE ORANGE CA	06/16/2015
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	209062		2200067218	06/11/2015	USD	89.95	ARGUELLES, ALEX CHINO HILLS CA	06/18/2015
	209063		2200067148	06/11/2015	USD	40.00	ARMA RIVERSIDE CA	06/23/2015
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	209067		2200067160	06/11/2015	USD	116,419.33	BUTIER ENGINEERING INC TUSTIN CA	06/16/2015
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	209069		2200067136	06/11/2015	USD	676.00	CALIF DEPT OF FISH AND GAME ONTARIO CA	06/19/2015
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ONTARIO CA 917610000

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209074	2200067215			06/11/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/17/2015
209075	2200067150			06/11/2015	USD	10,969.33	CAROLLO ENGINEERS,SACRAMENTO,CA	06/17/2015
209076	2200067163			06/11/2015	USD	2,145.00	CASC ENGINEERING AND CONSULTINGCOLTON CA	06/18/2015
209077	2200067221			06/11/2015	USD	8.00	CHAGOVEN-LAZARO, JAVIER CHINO CA	06/29/2015
209078	2200067204			06/11/2015	USD	441.65	CHUNK-N-CHIP COOKIES INC. ARTESIA CA	06/22/2015
209079	2200067177			06/11/2015	USD	4,355.80	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/17/2015
209080	2200067214			06/11/2015	USD	731.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	06/22/2015
209081	2200067140			06/11/2015	USD	269,401.19	CITY OF FONTANA FONTANA CA	06/17/2015
209082	2200067123			06/11/2015	USD	47.14	CITY RENTALS INC ONTARIO CA	06/17/2015
209083	2200067183			06/11/2015	USD	212.71	CRUMP & CO INC PASADENA CA	06/18/2015
209084	2200067171			06/11/2015	USD	3,007.62	CS-AMSCO HUNTINGTON BEACH CA	06/16/2015
209085	2200067201			06/11/2015	USD	13,559.16	D & H WATER SYSTEMS, INC. OCEANSIDE CA	06/17/2015
209086	2200067124			06/11/2015	USD	834.11	DATALOK COMPANY, THE LOS ANGELES CA	06/18/2015
209087	2200067180			06/11/2015	USD	500.00	DAVE'S PLUMBING CHINO CA	06/24/2015
209088	2200067189			06/11/2015	USD	18,680.00	DAVID T WADSEN INC RIVERSIDE CA	06/17/2015
209089	2200067188			06/11/2015	USD	150.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	06/23/2015
209090	2200067202			06/11/2015	USD	900.00	DEBBY FIGONI ALTADENA CA	06/22/2015
209091	2200067141			06/11/2015	USD	2,261.23	DELL-MARKETING L P PASADENA CA	06/15/2015
209092	2200067158			06/11/2015	USD	82.00	DEPARTMENT OF HOUSING AND SACRAMENTO CA	06/18/2015
209093	2200067194			06/11/2015	USD	1,105.00	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX	06/17/2015
209094	2200067132			06/11/2015	USD	238.03	FIRST AID 2000 HUNTINGTON BEACH CA	06/25/2015
209095	2200067126			06/11/2015	USD	391.17	FISHER SCIENTIFIC LOS ANGELES CA	06/15/2015
209096	2200067152			06/11/2015	USD	375.36	FLORENCE FILTER CORP COMPTON CA	06/22/2015
209097	2200067174			06/11/2015	USD	2,338.00	FLUKE NETWORKS LOS ANGELES CA	06/15/2015
209098	2200067211			06/11/2015	USD	2,461.27	FOUNDATION HA ENERGY GENERATISAN FRANCISCO CA	06/22/2015
209099	2200067179			06/11/2015	USD	6,759.57	GIC TRANSPORT INC BAKERSFIELD CA	06/17/2015
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209101	2200067220			06/11/2015	USD	557.91	GU. JASON CHINO HILLS CA	06/23/2015
209102	2200067127			06/11/2015	USD	118.78	HARRINGTON INDUSTRIAL PLASTICCHINO CA	06/17/2015
209103	2200067228			06/11/2015	USD	308.91	HODGES, BRANDEN CHINO HILLS CA	06/18/2015
209104	2200067128			06/11/2015	USD	274.73	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/18/2015
209105	2200067212			06/11/2015	USD	213.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	06/18/2015
209106	2200067155			06/11/2015	USD	180.68	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	06/16/2015
209107	2200067213			06/11/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	06/18/2015
209108	2200067173			06/11/2015	USD	39.58	KAESER COMPRESSORS FREDERICKSBURG VA	06/19/2015
209109	2200067226			06/11/2015	USD	64.40	KING, JOE CHINO HILLS CA	06/19/2015
209110	2200067185			06/11/2015	USD	750.00	KITCHELL CEM SACRAMENTO CA	06/16/2015
209111	2200067147			06/11/2015	USD	160.20	KONICA MINOLTA BUSINESS SOLUTIONSPASADENA CA	06/19/2015
209112	2200067224			06/11/2015	USD	455.00	LETULLE, CHANDER CHINO HILLS CA	06/19/2015
209113	2200067138			06/11/2015	USD	1,351.80	MAG SYSTEMS INC MONROVIA CA	06/18/2015
209114	2200067216			06/11/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	06/18/2015
209115	2200067192			06/11/2015	USD	2,850.00	MARILYN SHEPARD CRESWELL OR	06/18/2015

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	209117		2200067151	06/11/2015	USD	2,482.48	MCMASTER-CARR SUPPLY CO. CHICAGO, IL	06/17/2015
	209118		2200067205	06/11/2015	USD	42,472.00	MEDORA CORPORATION DICKINSON ND	06/16/2015
	209119		2200067181	06/11/2015	USD	4,795.00	MEYERS NAVE OAKLAND CA	06/16/2015
	209120		2200067196	06/11/2015	USD	4,293.30	MICROAGE PHOENIX AZ	06/17/2015
	209121		2200067154	06/11/2015	USD	517.65	MIDPOINT BEARING ONTARIO, CA	06/16/2015
	209122		2200067162	06/11/2015	USD	395.00	MPS SECURITY MURIETTA CA	06/16/2015
	209123		2200067223	06/11/2015	USD	95.00	MUNOZ, MARIE LIZA CHINO HILLS CA	06/22/2015
	209124		2200067166	06/11/2015	USD	250.00	NATIONAL VISION INC DULUTH GA	06/22/2015
	209125		2200067175	06/11/2015	USD	1,118.60	NEW RESOURCES GROUP INC FAIRFIELD CT	06/16/2015
	209126		2200067225	06/11/2015	USD	120.00	NOH, BRIAN CHINO HILLS CA	06/26/2015
	209127		2200067125	06/11/2015	USD	502.44	OFFICE DEPOT LOS ANGELES CA	06/15/2015
	209128		2200067186	06/11/2015	USD	18,225.00	OVIVO USA LLC DETROIT MI	06/16/2015
	209129		2200067161	06/11/2015	USD	999.84	PANTHER PROTECTION ORANGE CA	06/22/2015
	209130		2200067135	06/11/2015	USD	1,292.27	PETE'S ROAD SERVICE FULLERTON CA	06/18/2015
	209131		2200067198	06/11/2015	USD	822.79	PMC ENGINEERING LLC DANBURY CT	06/17/2015
	209132		2200067142	06/11/2015	USD	9,558.43	POLYDYNE INC ATLANTA GA	06/16/2015
	209133		2200067165	06/11/2015	USD	1,965.03	PONTON INDUSTRIES INC YORBA LINDA CA	06/22/2015
	209134		2200067129	06/11/2015	USD	1,344.29	RANOMA TIRE & SERVICE CENTERS HEMET CA	06/17/2015
	209135		2200067209	06/11/2015	USD	9,033.27	RAMCO DISPOSAL SERVICES INC BUENA PARK CA	06/18/2015
	209136		2200067122	06/11/2015	USD	77.56	REM LOCK & KEY ONTARIO CA	06/19/2015
	209137		2200067191	06/11/2015	USD	226.00	RBO TRUST # 80-5800 LAKESIDE CA	06/17/2015
	209138		2200067217	06/11/2015	USD	94.00	REED, RANDALL J CHINO HILLS CA	06/25/2015
	209139		2200067130	06/11/2015	USD	17,553.25	RMA GROUP RANCHO CUCAMONGA CA	06/18/2015
	209140		2200067170	06/11/2015	USD	14,086.30	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	06/16/2015
	209141		2200067197	06/11/2015	USD	8,333.00	ROBERTS CONSULTING GROUP INC SHERMAN OAKS CA	06/19/2015
	209142		2200067131	06/11/2015	USD	4,492.96	ROYAL WHOLESALE ELECTRIC ORANGE CA	06/17/2015
	209143		2200067193	06/11/2015	USD	2,840.00	SCHERVEL ENGINEERING LLC ANAHEIM CA	06/17/2015
	209144		2200067146	06/11/2015	USD	665.66	SHAPE PRODUCTS CO OAKLAND CA	06/17/2015
	209145		2200067139	06/11/2015	USD	157.79	SIGN SHOP, THE RANCHO CUCAMONGA CA	06/16/2015
	209146		2200067207	06/11/2015	USD	45,025.04	SO CALIF EDISON ROSEMEAD CA	06/17/2015
	209147		2200067208	06/11/2015	USD	1,301.71	SO CALIF GAS MONTEREY PARK CA	06/19/2015
	209148		2200067190	06/11/2015	USD	48,050.00	SPECTRUM SURVYING & ENGINEERILAS VEGAS NV	06/22/2015
	209149		2200067172	06/11/2015	USD	29,370.17	STANTEC CONSULTING INC CHICAGO IL	06/15/2015
	209150		2200067219	06/11/2015	USD		voided by KMCCHRIS - Check not needed	06/29/2015
	209151		2200067156	06/11/2015	USD	1,259.82	TELEDYNE INSTRUMENTS INC DALLAS TX	06/22/2015
	209152		2200067199	06/11/2015	USD	2,248.72	THE BRICKMAN GROUP LTD LLC CHICAGO IL	06/16/2015
	209153		2200067182	06/11/2015	USD	930.00	THOMAS HARDER & CO INC ANAHEIM CA	06/24/2015
	209154		2200067157	06/11/2015	USD	14,706.99	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	06/17/2015
	209155		2200067149	06/11/2015	USD	850.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	06/24/2015
	209156		2200067203	06/11/2015	USD	350.00	TRIPLEI SMITH AND ASSOCIATES, IRVINE CA	06/23/2015
	209157		2200067159	06/11/2015	USD	783.00	U.S. HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/15/2015
	209158		2200067169	06/11/2015	USD	102.60	URIMWAGE BLOOMINGTON CA	06/17/2015
	209159		2200067222	06/11/2015	USD	64.40	VELARDE, TERESA CHINO HILLS CA	06/22/2015

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209162		2200067164	06/11/2015	USD	3,267.80	W A BASIC CONSTRUCTION CO INC LONG BEACH CA	06/16/2015
209163		2200067133	06/11/2015	USD	1,927.13	WAXIE SANITARY SUPPLY LOS ANGELES CA	06/17/2015
209164		2200067145	06/11/2015	USD	2,074.50	WESTERN ANALYTICAL LABORATORTECHINO CA	06/16/2015
209165		2200067168	06/11/2015	USD	747.07	WORLDWIDE EXPRESS ALBANY NY	06/17/2015
209166		2200067230	06/11/2015	USD	7,456.28	CONSERV CONSTRUCTION INC MURRIETA CA	06/19/2015
209167		2200067243	06/11/2015	USD	749.20	BRYANT, JAMES TYLER CHINO HILLS CA	06/22/2015
209168		2200067240	06/11/2015	USD	324.00	CAMBIASO, PIETRO CHINO HILLS CA	06/15/2015
209169		2200067241	06/11/2015	USD	2,563.98	FRESQUEZ, ADRIAN CHINO HILLS CA	06/17/2015
209170		2200067239	06/11/2015	USD	8,591.98	GIC TRANSPORT INC BAKERSFIELD CA	06/17/2015
209171		2200067242	06/11/2015	USD	545.19	HAWES, STEPHANIE CHINO HILLS CA	06/17/2015
209172		2200067263	06/16/2015	USD	19,079.08	U S BANK ST LOUIS MO	06/18/2015
209173		2200067303	06/18/2015	USD	1,600.00	ABROTEK INC ATLANTA GA	06/25/2015
209174		2200067378	06/18/2015	USD	254.15	AGUILAR, JOSHUA CHINO HILLS CA	06/23/2015
209175		2200067278	06/18/2015	USD	286.89	AIRGAS WEST INC PASADENA CA	06/29/2015
209176		2200067327	06/18/2015	USD	14,818.82	ALLISON MECHANICAL, INC. REDLANDS CA	06/24/2015
209177		2200067395	06/18/2015	USD	350.00	ALMASRI, ADHAM CHINO HILLS CA	06/23/2015
209178		2200067316	06/18/2015	USD	92.62	ALTA FOODCRAFT COFFEE ORANGE CA	06/23/2015
209179		2200067408	06/18/2015	USD	198.95	ASH, THOMAS CHINO HILLS CA	06/22/2015
209180		2200067400	06/18/2015	USD	350.00	BALL, NOAH CHINO HILLS CA	07/14/2015
209181		2200067350	06/18/2015	USD	120.05	BARKER, JOHN MICHAEL CHINO HILLS CA	06/25/2015
209182		2200067402	06/18/2015	USD	200.05	BECKER, NIKI CHINO HILLS CA	06/23/2015
209183		2200067406	06/18/2015	USD	303.17	BHOJANI, SHARWEN CHINO HILLS CA	06/23/2015
209184		2200067345	06/18/2015	USD	350.00	BINGHAM, GREGG CHINO HILLS CA	06/24/2015
209185		2200067302	06/18/2015	USD	126.35	BOOF BARN INC IRVINE CA	06/30/2015
209186		2200067312	06/18/2015	USD	848.26	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	06/24/2015
209187		2200067330	06/18/2015	USD	11,728.42	BUSINESS CARD WILMINGTON DE	06/24/2015
209188		2200067286	06/18/2015	USD	79.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	06/29/2015
209189		2200067300	06/18/2015	USD	1,100.00	CALIFORNIA BOILER INC HUNTINGTON BEACH CA	06/24/2015
209190		2200067323	06/18/2015	USD	4,830.06	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	06/23/2015
209191		2200067380	06/18/2015	USD	350.00	CHENGOYEN LAZARO, JAVIER CHINO CA	06/29/2015
209192		2200067290	06/18/2015	USD	9,624.60	CHAMPLION NEWSPAPERS CHINO CA	06/22/2015
209193		2200067287	06/18/2015	USD	4,515.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	06/24/2015
209194		2200067310	06/18/2015	USD	1,315.36	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/24/2015
209195		2200067333	06/18/2015	USD	851.75	CITY OF CHINO CHINO CA	06/24/2015
209196		2200067268	06/18/2015	USD	337.40	COLE FARMER INSTRUMENT CO CHICAGO IL	06/22/2015
209197		2200067405	06/18/2015	USD	350.00	COLE, CHRISTOPHER CHINO HILLS CA	06/24/2015
209198		2200067332	06/18/2015	USD	820.00	COLTON UNIFIED SCHOOL DISTRICT COLTON CA	06/25/2015
209199		2200067335	06/18/2015	USD	868.77	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	06/26/2015
209200		2200067317	06/18/2015	USD	298.08	DAVID WHEELER'S PEST CONTROL, NORCO CA	06/23/2015
209201		2200067359	06/18/2015	USD	350.00	DAVIS, MARTHA CHINO HILLS CA	07/01/2015
209202		2200067387	06/18/2015	USD	62.00	DE LA CRUZ, PATRICIA CHINO HILLS CA	06/25/2015
209203		2200067396	06/18/2015	USD	350.00	DELGADO, NELSON CHINO HILLS CA	06/22/2015

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209207	2200067318			06/18/2015	USD	7,681.14	DOWNNS ENERGY CORONA CA	06/23/2015
209208	2200067352			06/18/2015	USD	350.00	ECHAVARRIA, CAROLYN CHINO HILLS CA	06/25/2015
209209	2200067385			06/18/2015	USD	350.00	EDDY, NICHOLAS CHINO HILLS CA	06/24/2015
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209211	2200067391			06/18/2015	USD	350.00	ERRO, DAN CHINO HILLS CA	06/22/2015
209212	2200067365			06/18/2015	USD	279.00	FAN, BONITA CHINO HILLS CA	06/29/2015
209213	2200067270			06/18/2015	USD	1,010.47	FISHER SCIENTIFIC LOS ANGELES CA	06/22/2015
209214	2200067364			06/18/2015	USD	350.00	FLORIO, JONATHAN D CHINO HILLS CA	06/24/2015
209215	2200067319			06/18/2015	USD	7,021.50	GHD PASADENA CA	06/24/2015
209216	2200067311			06/18/2015	USD	5,992.69	GIC TRANSPORT INC BAKERSFIELD CA	06/23/2015
209217	2200067282			06/18/2015	USD	133.98	GRAINGER PALMVAINE IL	06/23/2015
209218	2200067373			06/18/2015	USD	210.00	GREEN, WARREN CHINO HILLS CA	06/29/2015
209219	2200067410			06/18/2015	USD	35.00	GRIJALVA, SHARON ACOSTA CHINO HILLS CA	06/22/2015
209220	2200067326			06/18/2015	USD	8,835.00	GSE CONSTRUCTION COMPANY INC LIVERMORE CA	06/23/2015
209221	2200067401			06/18/2015	USD	350.00	GUPTA, NEETU CHINO HILLS CA	06/24/2015
209222	2200067304			06/18/2015	USD	378.97	HACH COMPANY CHICAGO IL	06/24/2015
209223	2200067271			06/18/2015	USD	335.19	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	06/24/2015
209224	2200067357			06/18/2015	USD	200.05	HEIN, DAVID CHINO HILLS CA	07/06/2015
209225	2200067357			06/18/2015	USD	532.03	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/24/2015
209226	2200067384			06/18/2015	USD	350.00	HONGTHONG, KEVIN CHINO HILLS CA	07/07/2015
209227	2200067383			06/18/2015	USD	84.00	HUBER, JENNIFER CHINO HILLS CA	06/26/2015
209228	2200067368			06/18/2015	USD	247.04	HUGHBRANKS, ROGER CHINO HILLS CA	06/24/2015
209229	2200067361			06/18/2015	USD	359.00	IM, BYUNG-ROCK CHINO HILLS CA	06/25/2015
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209231	2200067273			06/18/2015	USD	120,446.82	J R FILANC CONSTRUCTION CO. INCESCONDIDO CA	06/23/2015
209232	2200067367			06/18/2015	USD	200.00	JACKSON, PAT CHINO HILLS CA	06/29/2015
209233	2200067274			06/18/2015	USD	1,207.44	JOHNSON POWER SYSTEMS LOS ANGELES CA	06/23/2015
209234	2200067379			06/18/2015	USD	121.00	JONES, LONDON CHINO HILLS CA	06/26/2015
209235	2200067291			06/18/2015	USD	3.00	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	06/26/2015
209236	2200067351			06/18/2015	USD	199.93	KOPP, LINDA CHINO HILLS CA	06/29/2015
209237	2200067360			06/18/2015	USD	249.13	LEE, SYLVIE CHINO HILLS CA	07/01/2015
209238	2200067324			06/18/2015	USD	50.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	07/06/2015
209239	2200067355			06/18/2015	USD	35.00	LOPEZ, MARK CHINO HILLS CA	07/02/2015
209240	2200067362			06/18/2015	USD	350.00	MALM, DAVID CHINO HILLS CA	07/06/2015
209241	2200067315			06/18/2015	USD	204.98	MARS ENVIRONMENTAL INC ANAHEIM CA	06/25/2015
209242	2200067399			06/18/2015	USD	350.00	MCALLISTER, LAURIE CHINO HILLS CA	07/03/2015
209243	2200067295			06/18/2015	USD	691.16	MCMASTER-CARR SUPPLY CO CHICAGO IL	07/01/2015
209244	2200067349			06/18/2015	USD	350.00	MEDRANO, JAVIER CHINO HILLS CA	06/24/2015
209245	2200067388			06/18/2015	USD	350.00	MELVIN, JOHN CHINO HILLS CA	06/26/2015
209246	2200067313			06/18/2015	USD	41,608.25	MEYERS NAVE OAKLAND CA	06/26/2015
209247	2200067331			06/18/2015	USD	250.00	MICRONET COMMUNICATIONS INC PLANO TX	06/26/2015

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209251		2200067363	06/18/2015	USD	57.50	MULLANEY, JOHN CHINO HILLS CA	06/29/2015
209252		2200067407	06/18/2015	USD	212.43	NANGIA, SAPNA CHINO HILLS CA	06/29/2015
209253		2200067308	06/18/2015	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACADMA CA	06/24/2015
209254		2200067404	06/18/2015	USD	161.94	NELSON, ADIJE CHINO HILLS CA	
209255		2200067397	06/18/2015	USD	200.04	NGUYEN, ROSE CHINO HILLS CA	07/07/2015
209256		2200067374	06/18/2015	USD	350.00	NOELTE, JEFF CHINO HILLS CA	06/30/2015
209257		2200067393	06/18/2015	USD	350.00	NORIEGA, MANUEL CHINO HILLS CA	06/29/2015
209258		2200067356	06/18/2015	USD	99.00	O'DEA, KRISTINE CHINO HILLS CA	06/24/2015
209259		2200067347	06/18/2015	USD	350.00	OAKDEN, LISA CHINO HILLS CA	06/30/2015
209260		2200067346	06/18/2015	USD	350.00	OAKDEN, SCOTT CHINO HILLS CA	06/24/2015
209261		2200067269	06/18/2015	USD	199.79	OFFICE DEPOT LOS ANGELES CA	06/22/2015
209262		2200067334	06/18/2015	USD	4,921.05	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	06/23/2015
209263		2200067354	06/18/2015	USD	350.00	PADDA, KAWAL CHINO HILLS CA	
209264		2200067358	06/18/2015	USD	350.00	PARIS, ANGELA CHINO HILLS CA	06/26/2015
209265		2200067342	06/18/2015	USD	104.38	PEES LONG TERM CARE PROGRAM PASADENA CA	06/25/2015
209266		2200067280	06/18/2015	USD	119.86	PETE'S ROAD SERVICE FULLERTON CA	06/24/2015
209267		2200067281	06/18/2015	USD	476.01	PETTY CASH EXPENDITURES CHINO CA	06/24/2015
209268		2200067353	06/18/2015	USD	215.94	POBSKE, MATTHEW CHINO HILLS CA	06/22/2015
209269		2200067370	06/18/2015	USD	269.99	QUITOZ, OSCAR CHINO HILLS CA	07/10/2015
209270		2200067398	06/18/2015	USD	100.01	RACZ, JASON CHINO HILLS CA	06/29/2015
209271		2200067275	06/18/2015	USD	2,285.30	RAMONA TIRE & SERVICE CENTERS HEMET CA	06/25/2015
209272		2200067293	06/18/2015	USD	50.00	RANCHO CUCAMONGA CHAMBER OF CORANCHO CUCAMONGA CA	06/29/2015
209273		2200067306	06/18/2015	USD	400.00	RANCHO SANTA ANA BOTANIC GARDECIAREMONT CA	06/24/2015
209274		2200067267	06/18/2015	USD	776.60	RBM LOCK & KEY ONTARIO CA	06/29/2015
209275		2200067299	06/18/2015	USD	560.32	RED VALVE COMPANY INC CARNEGIE PA	06/25/2015
209276		2200067297	06/18/2015	USD	222.99	RED WING SHOE STORE UPLAND CA	06/25/2015
209277		2200067344	06/18/2015	USD	140.07	REED, RANDALL J CHINO HILLS CA	06/25/2015
209278		2200067372	06/18/2015	USD	149.95	REYES, RAYMOND CHINO HILLS CA	07/13/2015
209279		2200067328	06/18/2015	USD	1,736.25	ROSENOW SPEVACEK GROUP INC SANTA ANA CA	06/23/2015
209280		2200067276	06/18/2015	USD	24,740.04	ROYAL WHOLESAL ELECTRIC ORANGE CA	06/23/2015
209281		2200067392	06/18/2015	USD	350.00	SARMIENTO, JESSICA CHINO HILLS CA	06/24/2015
209282		2200067375	06/18/2015	USD	350.00	SCALERA, TYRONE CHINO HILLS CA	06/24/2015
209283		2200067394	06/18/2015	USD	459.39	SCHERCK, JOHN CHINO HILLS CA	07/13/2015
209284		2200067390	06/18/2015	USD	119.80	SCOTT, STACEY CHINO HILLS CA	06/24/2015
209285		2200067325	06/18/2015	USD	5,720.00	SIERRA INFOSYS INC HOUSTON TX	06/30/2015
209286		2200067288	06/18/2015	USD	1,546.81	SIGMA-ALDRICH INC ATLANTA GA	06/25/2015
209287		2200067277	06/18/2015	USD	378.30	SMART & FINAL LOS ANGELES CA	06/29/2015
209288		2200067337	06/18/2015	USD	8,232.00	SO CALIF EDISON ROSEMEAD CA	06/24/2015
209289		2200067338	06/18/2015	USD	12,412.79	SO CALIF GAS MONTEREY PARK CA	06/29/2015
209290		2200067409	06/18/2015	USD	37.09	SOELTER, PETER CHINO HILLS CA	06/25/2015
209291		2200067283	06/18/2015	USD	150.00	SOUTH COAST ACDM DIAMOND BAR CA	06/29/2015

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209294	2200067377			06/18/2015	USD	350.00	SPRAGUE, TRAVIS CHINO HILLS CA	07/08/2015
209295	2200067403			06/18/2015	USD	301.40	STEPHENS, SERINA CHINO HILLS CA	06/23/2015
209296	2200067307			06/18/2015	USD	1,279,103.67	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	06/24/2015
209297	2200067366			06/18/2015	USD	350.00	TAYLOR, YVONNE CHINO HILLS CA	06/29/2015
209298	2200067329			06/18/2015	USD	122,722.90	TECHNICAL SYSTEMS INC LYNNWOOD WA	06/23/2015
209299	2200067339			06/18/2015	USD	2,237.90	TIM WARNER TELECOM DENVER CO	06/24/2015
209300	2200067298			06/18/2015	USD	8,710.62	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	06/24/2015
209301	2200067381			06/18/2015	USD	149.00	TOMLINSON, BILL CHINO HILLS CA	06/23/2015
209302	2200067314			06/18/2015	USD	1,500.00	TOTALFUNDS BY HASLER TAMPA FL	06/30/2015
209303	2200067320			06/18/2015	USD	394.21	TRICO CORPORATION PEWAUKEE WI	06/25/2015
209304	2200067301			06/18/2015	USD	195.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/22/2015
209305	2200067382			06/18/2015	USD	74.00	VALENZUELA, ANDREW CHINO HILLS CA	07/08/2015
209306	2200067341			06/18/2015	USD	437.04	VERIZON BUSINESS DALLAS TX	06/25/2015
209307	2200067336			06/18/2015	USD	2,772.76	VERIZON CALIFORNIA DALLAS TX	06/24/2015
209308	2200067340			06/18/2015	USD	844.71	VERIZON COMMUNICATIONS DALLAS TX	06/24/2015
209309	2200067292			06/18/2015	USD	2,126.74	WASTE MANAGEMENT OF LOS ANGELES CA	06/23/2015
209310	2200067322			06/18/2015	USD	4,500.00	WASTEWATER TECH TRAINERS FOUNTAIN VALLEY CA	06/25/2015
209311	2200067309			06/18/2015	USD	10,081.04	WAUKESHA-PEARCE INDUSTRIES INC DALLAS TX	06/22/2015
209312	2200067289			06/18/2015	USD	288.00	WESTERN ANALYTICAL LABORATORIECHINO CA	06/29/2015
209313	2200067369			06/18/2015	USD	350.00	WITTE, ANGELA CHINO HILLS CA	06/23/2015
209314	2200067305			06/18/2015	USD	395.25	WORLDWIDE EXPRESS ALBANY NY	06/23/2015
209315	2200067371			06/18/2015	USD	350.00	ZAVALA, ADOLFO CHINO HILLS CA	06/24/2015
209316	2200067376			06/18/2015	USD	278.28	ZIEGENBEIN, JEFF CHINO HILLS CA	06/23/2015
209317	2200067454			06/25/2015	USD	149.96	AIRGAS WEST INC PASADENA CA	
209318	2200067528			06/25/2015	USD	300.00	ALBERS, KELLY ONTARIO CA	
209319	2200067496			06/25/2015	USD	458.55	ARROWHEAD MOUNTAIN SPRING WATERLOUVILLE KY	
209320	2200067508			06/25/2015	USD	107.99	AUTOZONE INC ATLANTA GA	07/01/2015
209321	2200067435			06/25/2015	USD	9,089.95	BRITHINEE ELECTRIC COLTON CA	07/02/2015
209322	2200067529			06/25/2015	USD	300.00	BUB, BECKY CHINO HILLS CA	06/30/2015
209323	2200067492			06/25/2015	USD	2,175.00	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	07/06/2015
209324	2200067498			06/25/2015	USD	382.42	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	07/09/2015
209325	2200067477			06/25/2015	USD	296,734.32	BUYER ENGINEERING INC TUSTIN CA	07/01/2015
209326	2200067510			06/25/2015	USD	9,950.96	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	07/01/2015
209327	2200067436			06/25/2015	USD	4,056.54	CALTRON INC LOS ANGELES CA	07/01/2015
209328	2200067523			06/25/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/29/2015
209329	2200067437			06/25/2015	USD	94.64	CARL WARREN & COMPANY LOS ANGELES CA	06/30/2015
209330	2200067480			06/25/2015	USD	17,084.00	CASC ENGINEERING AND CONSULTING COLTON CA	06/30/2015
209331	2200067462			06/25/2015	USD	17,062.99	CHINO BASIN WATER CONSERVATION MONTECLAIR CA	07/01/2015
209332	2200067527			06/25/2015	USD	51.75	CHOI, DAVID CHINO HILLS CA	07/01/2015
209333	2200067491			06/25/2015	USD	2,069.46	CINTAS CORPORATION LOC#150 PHOENIX AZ	07/06/2015
209334	2200067522			06/25/2015	USD	731.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	07/06/2015
209335	2200067439			06/25/2015	USD	486.70	COLE FARMER INSTRUMENT CO CHICAGO IL	06/30/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank		CITIZENS BUSINESS BANK		CBB		ONTARIO CA 917610000		
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	209337		2200067488	06/25/2015	USD	754.76	CONTROLLED MOIION SOLUTIONS INSANTA ANA CA	06/30/2015
	209338		2200067494	06/25/2015	USD	3,660.81	CUMMINS CAL PACIFIC LLC LOS ANGELES CA	06/25/2015
	209339		2200067504	06/25/2015	USD	713.08	DAVID WHEELER'S PEST CONTROL, NORCO CA	07/01/2015
	209340		2200067511	06/25/2015	USD	800.00	DEBBY FIGONI ALTADENA CA	07/09/2015
	209341		2200067460	06/25/2015	USD	1,879.43	DELL MARKETING L P PASADENA CA	07/01/2015
	209342		2200067505	06/25/2015	USD	4,765.41	DOWNS ENERGY CORONA CA	06/30/2015
	209343		2200067467	06/25/2015	USD	484.95	EASTERN MUNICIPAL WATER DIST PERRIS CA	07/03/2015
	209344		2200067507	06/25/2015	USD	1,500.00	EPI-USE AMERICA INC ATLANTA GA	07/14/2015
	209345		2200067506	06/25/2015	USD	23,170.00	EUROFINS FATON ANALYTICAL, INGRAPEVINE TX	06/30/2015
	209346		2200067469	06/25/2015	USD	380.68	FLORENCE FILTER CORP COMPTON CA	07/06/2015
	209347		2200067521	06/25/2015	USD	17.02	FRANCHISE TAX BOARD SACRAMENTO CA	07/02/2015
	209348		2200067465	06/25/2015	USD	398.00	FRED PRYOR SEMINARS KANSAS CITY MO	07/07/2015
	209349		2200067495	06/25/2015	USD	14,803.80	GIC TRANSPORT INC BAKERSFIELD CA	06/30/2015
	209350		2200067499	06/25/2015	USD	538.77	GRAPHIC DETAILS INC CHINO CA	07/01/2015
	209351		2200067531	06/25/2015	USD	300.00	GROSS, JOHN RANCHO CUCAMONGA CA	07/06/2015
	209352		2200067525	06/25/2015	USD	75.33	GU, JASON CHINO HILLS CA	07/10/2015
	209353		2200067481	06/25/2015	USD	8,746.54	HACH COMPANY CHICAGO IL	06/30/2015
	209354		2200067441	06/25/2015	USD	3,202.21	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	06/30/2015
	209355		2200067501	06/25/2015	USD	3,800.00	HARRIS STEEL FENCE CO INC LOS ANGELES CA	06/30/2015
	209356		2200067472	06/25/2015	USD	189.89	HATCH DOOR/ACADEMY DOOR ONTARIO CA	07/06/2015
	209357		2200067461	06/25/2015	USD	8,590.00	HDR ENGINEERING INC OMAHA NE	07/10/2015
	209358		2200067442	06/25/2015	USD	146.03	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/30/2015
	209359		2200067519	06/25/2015	USD	204.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	07/03/2015
	209360		2200067471	06/25/2015	USD	407.33	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	07/01/2015
	209361		2200067520	06/25/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	06/30/2015
	209362		2200067514	06/25/2015	USD	1,000.00	IRVINE RANCH WATER DISTRICT IRVINE CA	06/30/2015
	209363		2200067500	06/25/2015	USD	5,740.00	IT VIZION INC CORONA CA	07/06/2015
	209364		2200067443	06/25/2015	USD	7,130.75	J G TUCKER & SON INC COVINA CA	07/01/2015
	209365		2200067444	06/25/2015	USD	25,223.96	J R FILANC CONSTRUCTION CO, INCSCONDIDO CA	06/30/2015
	209366		2200067445	06/25/2015	USD	2,740.78	JOHNSON POWER SYSTEMS LOS ANGELES CA	06/30/2015
	209367		2200067446	06/25/2015	USD	2,765.36	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	06/30/2015
	209368		2200067466	06/25/2015	USD	2,786.42	KONICA MINOLTA PASADENA CA	06/30/2015
	209369		2200067458	06/25/2015	USD	20,167.06	MARCAB COMPANY INC SAN MARCOS CA	07/01/2015
	209370		2200067524	06/25/2015	USD	288.00	MARIA PRESQUEZ LAS VEGAS NV	07/02/2015
	209371		2200067468	06/25/2015	USD	86.18	MCMASTER-CARR SUPPLY CO CHICAGO IL	07/01/2015
	209372		2200067497	06/25/2015	USD	10,095.38	MERCHANTS BUILDING MAINTENANCEMONTREY PARK CA	06/30/2015
	209373		2200067470	06/25/2015	USD	98.28	MIDPOINT BEARING ONTARIO CA	06/29/2015
	209374		2200067459	06/25/2015	USD	1,173.31	MISCO WATER FOOHILL RANCH CA	07/01/2015
	209375		2200067455	06/25/2015	USD	1,388.18	MISSION REPROGRAPHICS RIVERSIDE CA	07/01/2015
	209376		2200067532	06/25/2015	USD	300.00	MUNOZ, ANTHONY FONTANA CA	07/08/2015
	209377		2200067479	06/25/2015	USD	665.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	07/01/2015
	209378		2200067440	06/25/2015	USD	4,124.85	OFFICE DEPOT LOS ANGELES CA	06/29/2015
	209379		2200067478	06/25/2015	USD	112.50	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	07/01/2015

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209381		2200067482	06/25/2015	USD	210.00	OSTS INC CHINO CA	06/30/2015
209382		2200067475	06/25/2015	USD	1,447.20	PALM AUTO DETAIL INC COLTON CA	07/03/2015
209383		2200067456	06/25/2015	USD	974.50	PETE'S ROAD SERVICE FULLERTON CA	07/01/2015
209384		2200067457	06/25/2015	USD	286.10	PETTY CASH EXPENDITURES CHINO CA	06/30/2015
209385		2200067490	06/25/2015	USD	1,314.94	POLLARDWATER.COM BOSTON MA	07/01/2015
209386		2200067447	06/25/2015	USD	2,202.40	RAMONA TIRE & SERVICE CENTERS HEMET CA	07/01/2015
209387		2200067448	06/25/2015	USD	200.50	RAYNE WATER CONDITIONING COVINA CA	06/29/2015
209388		2200067438	06/25/2015	USD	45.36	REM LOCK & KEY ONTARIO CA	07/06/2015
209389		2200067512	06/25/2015	USD	5,180.00	REWARD STRATEGY GROUP INC SAN DIEGO CA	07/06/2015
209390		2200067486	06/25/2015	USD	3,753.43	RICOH USA INC TEMPE AZ	07/01/2015
209391		2200067533	06/25/2015	USD	300.00	RIVAS, FRANCISCA ONTARIO CA	07/14/2015
209392		2200067449	06/25/2015	USD	27,535.50	RMA GROUP RANCHO CUCAMONGA CA	06/30/2015
209393		2200067450	06/25/2015	USD	27,722.50	ROYAL WHOLESALE ELECTRIC ORANGE CA	06/30/2015
209394		2200067487	06/25/2015	USD	1,370.29	RSD LAKE FOREST CA	07/01/2015
209395		2200067534	06/25/2015	USD	300.00	RUTKOWSKI, NORMAN FONTANA CA	07/06/2015
209396		2200067463	06/25/2015	USD	2,581.92	SIGMA-ALDRICH INC ATLANTA GA	06/30/2015
209397		2200067451	06/25/2015	USD	307.21	SMART & FINAL LOS ANGELES CA	07/08/2015
209398		2200067518	06/25/2015	USD	564,050.97	SO CALIF EDISON ROSEMEAD CA	06/30/2015
209399		2200067452	06/25/2015	USD	510.00	SOUTHWEST ALARM SERVICE UPLAND CA	07/03/2015
209400		2200067485	06/25/2015	USD	9,363.00	STANTEC CONSULTING INC CHICAGO IL	06/30/2015
209401		2200067513	06/25/2015	USD	946.00	TECHNICAL SAFETY SERVICES INC SAN FRANCISCO CA	07/01/2015
209402		2200067473	06/25/2015	USD	861.30	TELEDYNE INSTRUMENTS INC DALLAS TX	07/06/2015
209403		2200067509	06/25/2015	USD	88,500.00	THE BRICKMAN GROUP LTD LLC CHICAGO IL	07/01/2015
209404		2200067515	06/25/2015	USD	50.00	THE SHREDDERS LOS ANGELES CA	06/29/2015
209405		2200067476	06/25/2015	USD	346.71	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/30/2015
209406		2200067502	06/25/2015	USD	8,402.16	UNIVERSAL PROTECTION SERVICE PASADENA CA	07/08/2015
209407		2200067484	06/25/2015	USD	1,438.56	URIMAGE-BLOOMINGTON CA	07/01/2015
209408		2200067489	06/25/2015	USD	8,099.50	V & A CONSULTING ENGINEERS OAKLAND CA	07/01/2015
209409		2200067526	06/25/2015	USD	45.50	VELARDE, TERESA CHINO HILLS CA	07/01/2015
209410		2200067517	06/25/2015	USD	962.58	VERIZON CALIFORNIA DALLAS TX	06/30/2015
209411		2200067474	06/25/2015	USD	5,015.22	VERIZON WIRELESS DALLAS TX	07/06/2015
209412		2200067453	06/25/2015	USD	3,447.73	WAXITE SANITARY SUPPLY LOS ANGELES CA	07/01/2015
209413		2200067493	06/25/2015	USD	9,973.69	WESTECH ENGINEERING INC SALT LAKE CITY UT	06/30/2015
209414		2200067464	06/25/2015	USD	1,750.00	WILLDAN FINANCIAL SERVICES TEMECULA CA	07/01/2015
209415		2200067503	06/25/2015	USD	4,675.00	WORKFORCE SAFETY MURRIETA CA	07/01/2015
209416		2200067483	06/25/2015	USD	172.85	WORLDWIDE EXPRESS ALBANY NY	07/08/2015
209417		2200067535	06/25/2015	USD	300.00	YIM, BILLY CHINO HILLS CA	07/03/2015
209418		2200067645	06/25/2015	USD	173.51	BREITG, ANNA VICTORVILLE CA	07/02/2015
209419		2200067851	06/25/2015	USD	572.55	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	07/02/2015
209420		2200067653	06/25/2015	USD	61.44	CONSECO LIFE INSURANCE COMPANYPITTSBURGH CA	07/01/2015
209421		2200067656	06/25/2015	USD	1,999.07	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	07/01/2015
209422		2200067648	06/25/2015	USD	469.02	HOBBS, DIANA APPLE VALLEY CA	07/01/2015
209423		2200067646	06/25/2015	USD	469.02	HORNE, WILLIAM YUCCA VALLEY CA	07/03/2015

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	209426	2200067647	06/25/2015	USD	694.69	MILLER, ELMER L BLUE JAY CA	
	209427	2200067643	06/25/2015	USD	7,500.00	MOODY'S INVESTORS-SERVICE ATLANTA GA	07/01/2015
	209428	2200067652	06/25/2015	USD	52.19	PERS LONG TERM CARE PROGRAM PASADENA CA	07/02/2015
	209429	2200067650	06/25/2015	USD	14,276.60	PREFERRED BENEFIT-INSURANCE PLEASANTON CA	07/01/2015
	209430	2200067644	06/25/2015	USD	5,053.96	SO CALIF EDISON ROSEMEAD CA	07/01/2015
	209431	2200067649	06/25/2015	USD	2,778.33	WESTERN DENTAL PLAN ORANGE CA	07/13/2015
	209432	2200067708	06/30/2015	USD	95.85	AGUILAR, JOSHUA CHINO HILLS CA	07/13/2015
	209433	2200067721	06/30/2015	USD	350.00	ARAMBULA, BLANCA CHINO HILLS CA	07/14/2015
	209434	2200067704	06/30/2015	USD	350.00	ARCHER, WILLIAM CHINO HILLS CA	07/08/2015
	209435	2200067696	06/30/2015	USD	49.66	ARGUELLES, ALEX CHINO HILLS CA	07/08/2015
	209436	2200067709	06/30/2015	USD	350.00	BARELA, GEORGE CHINO HILLS CA	07/13/2015
	209437	2200067694	06/30/2015	USD	350.00	BATONGWALAGUE, CHARLIE I CHINO HILLS CA	07/06/2015
	209438	2200067700	06/30/2015	USD	350.00	BAXTER, KATHLEEN CHINO HILLS CA	07/06/2015
	209439	2200067697	06/30/2015	USD	350.00	BERCH, CHRISTOPHER CHINO HILLS CA	07/06/2015
	209440	2200067727	06/30/2015	USD	350.00	BRYANT, JAMES TYLER CHINO HILLS CA	07/09/2015
	209441	2200067732	06/30/2015	USD	91.62	DAWSON, RICHARD CHINO HILLS CA	07/09/2015
	209442	2200067723	06/30/2015	USD	350.00	GUZMAN, MARIA CHINO HILLS CA	07/10/2015
	209443	2200067730	06/30/2015	USD	150.05	HEREDIA, JOSE CHINO HILLS CA	07/06/2015
	209444	2200067720	06/30/2015	USD	350.00	HOLGUTIN, GABRIEL CHINO HILLS CA	07/08/2015
	209445	2200067722	06/30/2015	USD	194.38	HUNTER, BONNIE CHINO HILLS CA	07/03/2015
	209446	2200067710	06/30/2015	USD	251.00	JONES, ALAN CHINO HILLS CA	07/09/2015
	209447	2200067711	06/30/2015	USD	350.00	KING, JEFFREY L CHINO HILLS CA	07/06/2015
	209448	2200067701	06/30/2015	USD	100.87	LEE, SYLVIE CHINO HILLS CA	07/13/2015
	209449	2200067718	06/30/2015	USD	350.00	LETULLE, CHANDER CHINO HILLS CA	07/07/2015
	209450	2200067705	06/30/2015	USD	350.00	MALEKI, NASRIN CHINO HILLS CA	07/06/2015
	209451	2200067716	06/30/2015	USD	350.00	MALKANI, SURESH CHINO HILLS CA	07/06/2015
	209452	2200067714	06/30/2015	USD	296.99	MCCRISTY, KAREN CHINO HILLS CA	07/08/2015
	209453	2200067726	06/30/2015	USD	350.00	MCCORKELL, GREGORY CHINO HILLS CA	07/06/2015
	209454	2200067703	06/30/2015	USD	350.00	MELTON, JOSEPH CHINO HILLS CA	07/08/2015
	209455	2200067729	06/30/2015	USD	350.00	MROCHEK, STEVEN CHINO HILLS CA	07/14/2015
	209456	2200067728	06/30/2015	USD	350.00	MYERS, ALAN CHINO HILLS CA	07/09/2015
	209457	2200067724	06/30/2015	USD	350.00	NOH, BRIAN CHINO HILLS CA	07/08/2015
	209458	2200067699	06/30/2015	USD	150.00	O'DEA, KRISTINE CHINO HILLS CA	07/06/2015
	209459	2200067733	06/30/2015	USD	350.00	OCELO, MARISSA CHINO HILLS CA	07/10/2015
	209460	2200067698	06/30/2015	USD	151.81	OSBORN, RICHARD CHINO HILLS CA	07/14/2015
	209461	2200067725	06/30/2015	USD	334.79	ROBSON, PAT CHINO HILLS CA	07/10/2015
	209462	2200067712	06/30/2015	USD	350.00	RUSO, EFFRAIN CHINO HILLS CA	07/10/2015
	209463	2200067702	06/30/2015	USD	183.59	RUSSO, VICKI R CHINO HILLS CA	07/14/2015
	209464	2200067707	06/30/2015	USD	350.00	SAULS, SCOTT CHINO HILLS CA	07/10/2015
	209465	2200067693	06/30/2015	USD	350.00	SKINNER, JOHN CHINO HILLS CA	07/14/2015
	209466	2200067731	06/30/2015	USD	350.00	SMITH, JEANNETTE CHINO HILLS CA	07/03/2015
	209467	2200067706	06/30/2015	USD	350.00	SPRINGER, DONNA CHINO CA	07/03/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000			
Bank Key		122234149					
Acct number		CHECK		231167641			
Check	Check number from to	Payment	Part date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
	209468	2200067717	06/30/2015	USD	350.00	TAM, KEN CHINO HILLS CA	07/13/2015
	209469	2200067715	06/30/2015	USD	349.99	TO, WILSON CHINO HILLS CA	07/09/2015
	209470	2200067713	06/30/2015	USD	350.00	VASQUEZ, RUBEN CHINO HILLS CA	07/08/2015
	209471	2200067695	06/30/2015	USD	350.00	WOODRUFF, APRIL CHINO HILLS CA	07/08/2015
	209472	2200067719	06/30/2015	USD	350.00	YIM, BRADLEY CHINO CA	07/08/2015
	209473	2200067735	06/30/2015	USD	350.00	NOEL, STEVE CHINO HILLS CA	07/08/2015
* Payment method Check				USD	4,759,539.35		

Check number from to	Payment	Print date	Ciry	Amount paid (FC)	Recipient/void reason code	Emca./void
**			USD	4,759,539.35		

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number WCOMP 231159290

Checks created manually

Check number	from to	Payment	Pmnt Date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
04180		2200067249	06/03/2015	USD	131.41	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/05/2015
04181		2200067250	06/03/2015	USD	133.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/05/2015
04182		2200067251	06/03/2015	USD	3,500.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/11/2015
04183		2200067252	06/03/2015	USD	460.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015
04184		2200067253	06/03/2015	USD	8.74	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015
04185		2200067254	06/10/2015	USD	94.71	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/10/2015
04186		2200067255	06/10/2015	USD	127.19	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/12/2015
04187		2200067256	06/10/2015	USD	105.68	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/15/2015
04188		2200067257	06/10/2015	USD	64.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/16/2015
04189		2200067258	06/10/2015	USD	135.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/17/2015
04190		2200067259	06/10/2015	USD	37.06	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/16/2015
04191		2200067260	06/10/2015	USD	48.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/16/2015
04192		2200067261	06/17/2015	USD	166.32	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/19/2015
04193		2200067262	06/17/2015	USD	133.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/18/2015
04194		2200067263	06/17/2015	USD	106.44	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/18/2015
04195		2200067264	06/17/2015	USD	128.91	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/18/2015
04196		2200067265	06/17/2015	USD	92.45	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/22/2015
04197		2200067266	06/17/2015	USD	133.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/22/2015
04198		2200067267	06/17/2015	USD	122.30	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/22/2015
04199		2200067268	06/17/2015	USD	460.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/14/2015
04200		2200067269	06/17/2015	USD	1,511.20	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04201		2200067270	06/17/2015	USD	506.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04202		2200067271	06/17/2015	USD	76.54	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/19/2015
04203		2200067272	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04204		2200067273	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04205		2200067274	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04206		2200067275	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04207		2200067276	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04208		2200067277	06/17/2015	USD	110.15	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04209		2200067278	06/17/2015	USD	76.42	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04210		2200067279	06/17/2015	USD	24.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/24/2015
04211		2200067280	06/17/2015	USD	162.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/23/2015
04212		2200067281	06/24/2015	USD	61.83	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/24/2015
04213		2200067282	06/24/2015	USD	352.17	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/02/2015
04214		2200067283	06/24/2015	USD	4,000.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/29/2015
04215		2200067284	06/24/2015	USD	73.37	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/29/2015
04216		2200067285	06/30/2015	USD	73.37	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/30/2015
04217		2200067286	06/30/2015	USD	128.91	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/30/2015
04218		2200067287	06/30/2015	USD	127.19	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/01/2015
04219		2200067288	06/30/2015	USD	103.95	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/01/2015
04220		2200067289	06/30/2015	USD	253.55	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/01/2015
04221		2200067290	06/30/2015	USD	127.19	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/01/2015
04222		2200067291	06/30/2015	USD	12.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	07/07/2015

* Payment method Checks created manually

14,518.94

USD

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JUNE 26, 2015

PRESENTED AT BOARD MEETING ON AUGUST 19, 2015

GROSS PAYROLL COSTS			\$1,078,438.13
DEDUCTIONS			(\$462,371.47)
NET PAYROLL			\$616,066.66 =====
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$616,066.66	<u>\$616,066.66</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JUNE 12, 2015

PRESENTED AT BOARD MEETING ON AUGUST 19, 2015

GROSS PAYROLL COSTS			\$1,155,728.59
DEDUCTIONS			(\$531,376.45)
NET PAYROLL			\$624,352.14 <u> </u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	325	325
AMOUNT	(\$0.00)	\$624,352.14	\$ <u>624,352.14</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR JUNE 12, 2015
PRESENTED AT BOARD MEETING ON AUGUST 19, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,801.00	\$1,371.87
TERRY L. CATLIN	\$2,290.25	\$287.72
STEVEN J. ELIE	\$3,190.25	\$641.45
JASMIN HALL	\$2,465.05	\$1,522.70
GENE T. KOOPMAN	\$1,954.35	\$623.30
TOTALS	\$13,700.90	\$4,447.04

TOTAL EFTS PROCESSED	0
BEGINNING CHECK NO.	105479
ENDING CHECK NO.	105483
TOTAL CHECKS PROCESSED	5

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO

EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-06-15	IEUA Board Workshop	No (Cancelled)	\$-0-
05-05-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-06-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-07-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-13-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
05-13-15	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Yes (same day)	\$-0-
5-19-15	Telecon meeting with J. Curatalo to discuss Agency business	Yes	\$225.00
05-20-15	IEUA Board Meeting	Yes	\$225.00
05-21-15	IEUA Water Association Leadership Breakfast	Yes (same day)	\$-0-
05-21-15	Special Joint Caucus Meeting	Yes	\$225.00
05-26-15	Cucamonga Valley Water District Board meeting – presenter of certificates	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,800.00
Total No. of Meetings Attended			10
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE

Michael Camacho / t

Approved by:

Terry Catlin
Terry Catlin, President, Board of Directors

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

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-11-15	MWD Standing Committee Meetings	Yes	\$225.00
05-12-15	MWD Standing Committee and Board Meetings	Yes	\$225.00
05-26-15	MWD Other Committee Meetings	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			3
Total No. of Meetings Paid			2

**DIRECTOR
SIGNATURE**

Michael Camacho

Approved by:

Terry Catlin
Terry Catlin
President, Board of Directors

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

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-14-15	Policy Committee Meeting	Yes (10 mtgs.max.)	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	1
Total No. of Meetings Paid	0

DIRECTOR SIGNATURE Michael Camacho

Approved by: Terry Catlin
Terry Catlin
President, Board of Directors

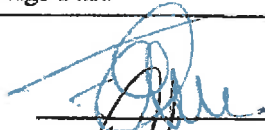
IEUA DIRECTOR PAYSHEET

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


MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-06-15	IEUA Board Workshop	No (Cancelled)	\$-0-
05-13-15	Engineering, Operations & Biosolids Management Committee Meeting	Yes	\$225.00
05-14-15	Editorial Board Drought Issues Participation	Yes (decline pymt.)	\$-0-
05-20-15	IEUA Board Meeting	Yes	\$225.00
05-26-15	Joint Technical Committee and Water Managers' Meeting	Yes (decline pymt.)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			2

DIRECTOR SIGNATURE



Approved by:

 Steven J. Elie
 Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION**

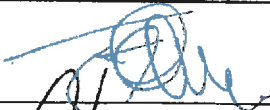
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-05-15	SAWPA Commission Workshop	No (Cancelled)	\$-0-
05-19-15	SAWPA Commission Meeting	No	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings*	\$-0-
Total No. of SAWPA Meetings Attended	0
Total No. of SAWPA Meetings Paid	0

DIRECTOR
SIGNATURE _____



for

Approved by: _____

Steven J. Elie
Secretary/Treasurer, Board of Directors

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

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE**

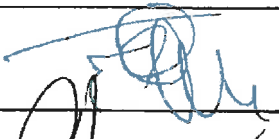
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

MAY 2015

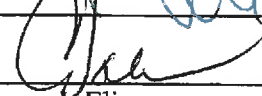
DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-14-15	Policy Committee Meeting	No	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	0
Total No. of Meetings Paid	0

**DIRECTOR
SIGNATURE**



for Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-21-15	CBWM Advisory Cmte. Meeting	Yes (decline pymt.)	\$-0-
05-28-15	CBWM Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 

Steven J. Elie
Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-07-15	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR
SIGNATURE _____

Approved by: _____

Steven J. Elie
Secretary/Treasurer, Board of Directors

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

IEUA DIRECTOR PAYSHEET

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-06-15	IEUA Board Workshop	No (Cancelled)	\$-0-
05-05-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-06-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-07-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-13-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
05-13-15	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
05-14-15	Chino High School's Solar Cup Boat Display	Yes	\$225.00
05-20-15	IEUA Board Meeting	Yes	\$225.00
05-21-15	IEUA Water Association Leadership Breakfast	Yes	\$225.00
05-29-15	Chino State of the City Address	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00 ✓
Total No. of Meetings Attended			9
Total No. of Meetings Paid			8 ✓

DIRECTOR
SIGNATURE



Approved By:


 Terry Caffin
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-28-15	CBWM Board Meeting	Yes	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	1
Total No. of Watermaster Meetings Paid	0

*Decline IEUA portion

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)**

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-05-15	SAWPA Commission Workshop	No	\$-0-
05-11-15	SAWPA Orientation & Briefing w/C. Cantu	Yes	\$45.47 <i>45.57</i>
05-11-15	Salary Survey Review w/C. Cantu	Yes (same day)	\$-0-
05-19-15	SAWPA Commission Meeting	Yes	\$45.47 <i>45.57</i>
TOTAL REIMBURSEMENT			\$90.94 <i>91.14</i>
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.57 – difference between SAWPA (\$179.43 (2014) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			3
Total No. of SAWPA Meetings Paid			2 ✓

DIRECTOR SIGNATURE *Jasmin A. Hall*

Approved by: *Terry Catlin*
Terry Catlin
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-07-15	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR
 SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

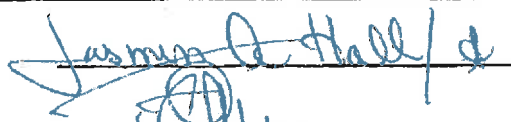
IEUA DIRECTOR PAYSHEET

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-15	IERCA Board Meeting	Yes	\$225.00
05-04-15	Tour of the IERCF	Yes (same day)	\$-0-
05-06-15	IEUA Board Workshop	No (cancelled)	\$-0-
05-05-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-06-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-07-15	ACWA Spring Conference & Exhibition	Yes	\$225.00
05-07-15	ACWA Spring Conference & Exhibition	Yes (3 days max. for conference)	\$-0-
05-08-15	Tour for Assembly Member March Steinorth	Yes	\$225.00
05-08-15	Meeting w/W Green to discuss contracts	Yes (staff)	\$-0-
05-12-15	Rialto City Council Meeting	Yes	\$225.00
05-12-15	Fontana Public Hearing/Council Meeting	Yes (same day)	\$-0-
05-13-15	Public, Legislative Affairs, and Water Resources Committee	Yes (same day)	\$-0-
05-13-15	E&O Committee Meeting (Alt)	Yes	\$225.00
05-13-15	Finance, Legal & Admin. Committee	Yes (same day)	\$-0-
05-15-15	Meeting w/Mr. Grindstaff to discuss Agency business	Yes (staff)	\$-0-
05-20-15	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00
Total No. of Meetings Attended			15
Total No. of Meetings Paid			8

DIRECTOR
SIGNATURE



Approved by:


Terry Catlin, President, Board of Directors

IEUA DIRECTOR TRAVEL

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

MAY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-15	IERCA Board Meeting	Yes	\$225.00
05-06-15	IEUA Board Workshop	No (Cancelled)	\$-0-
05-13-15	Finance, Legal & Administration Committee	Yes	\$225.00
05-20-15	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00 ✓
Total No. of Meetings Attended			3
Total No. of Meetings Paid			3 ✓

REPRESENTATIVE'S SIGNATURE Gene Koopman / G

Approved by: Terry Catlin
 Terry Catlin
 President, Board of Directors

Check Payee / Description Amount

ACH	SHELL ENERGY NORTH AMERICA LP		
	RP1-3/1-3/31 2450 Phila St 12/1-12/31 Ad 2042 3/15		61,866.15
	CCWRP/TP/RWPS-3/1-3/31 14950 Tlphn 12/1- 2046 3/15		25,691.75
	RP2/RP5-3/1-3/31 16400 El Prado 12/1-12/ 2044 3/15		36.22

	SHELL ENERGY NORTH AMERICA LP \$		87,594.12

ACH	AQUA BEN CORPORATION		
	DAFT-4,600 Lbs Polymer 748E	33276	4,992.84
	RP1-18,400 Lbs Polymer 750A	33277	24,120.63

	AQUA BEN CORPORATION \$		29,113.47

ACH	JCI JONES CHEMICALS INC		
	TP1-4,961 Gals Sdm Hypchlrt	653941	2,842.65
	TP1-4,953 Gals Sdm Hypchlrt	654056	2,838.07
	RP4-4,491 Gals Sdm Hypchlrt	653957	2,573.34
	CCWRP-3,013 Gals Sdm Hypchlrt	653948	1,726.45
	TP1-5,035 Gals Sdm Hypchlrt	652764	2,885.06
	TP1-5,025 Gals Sdm Hypchlrt	653314	2,879.33
	CCWRP-3,025 Gals Sdm Hypchlrt	653303	1,733.33
	TP1-4,999 Gals Sdm Hypchlrt	653315	2,864.43
	TP1-4,953 Gals Sdm Hypchlrt	653437	2,838.07
	TP1-4,989 Gals Sdm Hypchlrt	653550	2,858.70
	CCWRP-3,063 Gals Sdm Hypchlrt	653556	1,755.10
	RP5-4,945 Gals Sdm Hypchlrt	653690	2,833.49
	TP1-5,053 Gals Sdm Hypchlrt	653786	2,895.37

	JCI JONES CHEMICALS INC \$		33,523.39

ACH	SANTA ANA WATERSHED		
	April 2015 Service	8655	111,632.39

	SANTA ANA WATERSHED \$		111,632.39

ACH	PEST OPTIONS INC		
	4/15 Magnolia Channel Weed Abatement	242912	225.00
	4/28 RP5 Turf Spraying	244782	295.00

	PEST OPTIONS INC \$		520.00

ACH	GK & ASSOCIATES INC		
	46-1141-4/15 Prof Svcs	15-197	10,240.00
	46-1141-4/15 Prof Svcs	15-196	1,536.00
	46-1141-4/15 Prof Svcs	15-195	24,012.00
	46-1141-4/15 Prof Svcs	15-193	21,472.00

	GK & ASSOCIATES INC \$		57,260.00

ACH	ADVANCED ENVIRONMENTAL COMPLIA		
	RP4-Biofilter Flow Test	6805	1,395.00
	RP1-Biofilter #2 Flow Test	6817	1,395.00
	RP5-Biofilter Flow Test	6818	1,395.00
	2nd Qtr 2015 Odor Study	6819	985.00
	RP1-Biofilter #1 Flow Test	6777	1,395.00

	ADVANCED ENVIRONMENTAL COMPLIA\$		6,565.00

Check	Payee / Description	Amount
ACH	KAMBRIAN CORPORATION ISS-Olp Govt Sin Svr Std 6587	610.01
	KAMBRIAN CORPORATION \$	610.01
ACH	SC FUELS 300 Gals HDAX 5200 Low Ash Engine Oil 0312273-IN	4,324.19
	SC FUELS \$	4,324.19
ACH	INVENSYS SYSTEMS INC 5/14/15-8/13/15 IA/DCS Tech Support Svc 93236698	30,384.70
	INVENSYS SYSTEMS INC \$	30,384.70
ACH	SHELL ENERGY NORTH AMERICA LP 4/15 Gas Cmmnty-Core,2/15 Adj 1100002880304 4/15 Gas Commodity-Non Core 2634188	1,933.14 31,915.19
	SHELL ENERGY NORTH AMERICA LP \$	33,848.33
ACH	ICMA RETIREMENT TRUST 457 P/R 12 6/12 Deferred Comp Ded HR 0033300	12,879.98
	ICMA RETIREMENT TRUST 457 \$	12,879.98
ACH	LINCOLN NATIONAL LIFE INS CO P/R 12 6/12 Deferred Comp Ded HR 0033300	41,182.15
	LINCOLN NATIONAL LIFE INS CO \$	41,182.15
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 12 6/12 Employee Ded HR 0033300	1,144.10
	IEUA GENERAL EMPLOYEES ASSOCIAS \$	1,144.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 12 6/12 Employee Ded HR 0033300	350.00
	IEUA PROFESSIONAL EMPLOYEES ASS \$	350.00
ACH	DISCOVERY BENEFITS INC P/R 10 6/12 Cafeteria Plan HR 0033300	2,793.33
	DISCOVERY BENEFITS INC \$	2,793.33
ACH	ICMA RETIREMENT TRUST 401 P/R 12 6/12 Exec Deferred Comp HR 0033300	50,561.77
	ICMA RETIREMENT TRUST 401 \$	50,561.77
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A 33309 DAFT-2,300 Lbs Polymer 748E 33308	21,105.55 2,496.42
	AQUA BEN CORPORATION \$	23,601.97
ACH	CIHIGOYENETCHE GROSSBERG & CLO 4/15 RCA Legal 49720	600.00

Check	Payee / Description		Amount
	DAFT-4,600 Lbs Polymer 748E	33339	4,992.84
	AQUA BEN CORPORATION	\$	26,098.39
ACH	JCI JONES CHEMICALS INC		
	CCWRP-3,037 Gals Sdm Hypchlrt	654784	1,740.20
	RP5-5,017 Gals Sdm Hypchlrt	654798	2,874.74
	RP5-4,965 Gals Sdm Hypchlrt	654902	2,844.95
	RP4-5,069 Gals Sdm Hypchlrt	654945	2,904.54
	JCI JONES CHEMICALS INC	\$	10,364.43
ACH	UNIVAR USA INC		
	RP1-12,696 Lbs Sodium Bisulfite	LA127804	3,194.34
	RP5-12,891 Lbs Sodium Bisulfite	LA128891	3,243.56
	UNIVAR USA INC	\$	6,437.90
ACH	AGRICULTURAL RESOURCES		
	7/15 Wtr Quality Consult	7/15 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	PEST OPTIONS INC		
	5/15 Magnolia Channel Weed Abatement	244212	225.00
	May 2015 Weed Abatement Services	244026	2,395.46
	PEST OPTIONS INC	\$	2,620.46
ACH	ADVANCED ENVIRONMENTAL COMPLIA		
	RP2-Performance Testing Burnahm Boiler # 6789		2,950.00
	ADVANCED ENVIRONMENTAL COMPLIAS		2,950.00
ACH	DISCOVERY BENEFITS INC		
	P/R 11 & P/R 12 Admin Fees	0000549729-IN	152.00
	DISCOVERY BENEFITS INC	\$	152.00
ACH	Chino Basin Desalter Authority		
	4/15 O&M Exp	SAP0415-IEUAO	1,400.66
	Chino Basin Desalter Authority\$		1,400.66
ACH	Inland Empire Reg. Composting		
	4/15 L&B Expenses	SAP0415-IEUAL	248.47
	Inland Empire Reg. Composting \$		248.47
ACH	ICMA RETIREMENT TRUST 457		
	P/R 13 6/26 Exec Deferred Comp	HR 0034100	12,838.33
	ICMA RETIREMENT TRUST 457	\$	12,838.33
ACH	LINCOLN NATIONAL LIFE INS CO		
	P/R 13 6/26 Deferred Comp Ded	HR 0034100	25,187.32
	LINCOLN NATIONAL LIFE INS CO	\$	25,187.32

Check	Payee / Description		Amount
ACH	ICMA RETIREMENT TRUST 401 P/R 13 6/26 Exec Deferred Comp	HR 0034100	9,458.73
	ICMA RETIREMENT TRUST 401	\$	9,458.73
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A DAFT-2,300 Lbs Polymer 748E	33353 33352	21,105.55 2,496.42
	AQUA BEN CORPORATION	\$	23,601.97
ACH	HASCO OIL COMPANY, INC. RCA-1 Keg Mobilgrease XHP 322	0193211-IN	938.17
	HASCO OIL COMPANY, INC.	\$	938.17
ACH	JCI JONES CHEMICALS INC TP1-4,995 Gals Sdm Hypchlrt RP4-3,031 Gals Sdm Hypchlrt TP1-4,977 Gals Sdm Hypchlrt TP1-4,995 Gals Sdm Hypchlrt TP1-5,025 Gals Sdm Hypchlrt TP1-5,031 Gals Sdm Hypchlrt TP1-5,005 Gals Sdm Hypchlrt TP1-4,989 Gals Sdm Hypchlrt TP1-4,963 Gals Sdm Hypchlrt TP1-5,015 Gals Sdm Hypchlrt TP1-5,017 Gals Sdm Hypchlrt	655301 655208 655202 655201 655186 654942 654783 654640 654498 654497 654392	2,862.14 1,736.76 2,851.82 2,862.14 2,879.33 2,882.76 2,867.87 2,858.70 2,843.80 2,873.60 2,874.74
	JCI JONES CHEMICALS INC	\$	30,393.66
ACH	LASER LINE Inv-Toner Cartridges	27977	1,274.91
	LASER LINE	\$	1,274.91
ACH	SANTA ANA WATERSHED 2015-2016 Brine Line Permit Fees	8660	5,500.00
	SANTA ANA WATERSHED	\$	5,500.00
ACH	UNIVAR USA INC PradoLS-12,926 Lbs Sodium Bisulfite RP1-11,968 Lbs Sodium Bisulfite	LA131398 LA130390	3,252.39 3,011.34
	UNIVAR USA INC	\$	6,263.73
ACH	PEST OPTIONS INC May 2015 GWR Weed Abatement Services	245455	5,916.00
	PEST OPTIONS INC	\$	5,916.00
ACH	DANRAE, INC EN13056-5/2015 Professional Services EN14027-5/2015 Professional Services EN15052-5/2015 Professional Services	140594 140593 140592	1,050.00 1,706.25 6,037.50
	DANRAE, INC	\$	8,793.75

Check	Payee / Description	Amount
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 13 6/26 Employee Ded	HR 0034100 1,144.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,144.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 13 6/26 Employee Ded	HR 0034100 350.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	350.00
ACH	DISCOVERY BENEFITS INC P/R 13 6/26 Cafeteria Plan	HR 0034100 2,793.14
	DISCOVERY BENEFITS INC \$	2,793.14
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM 469.02
	ESTRADA, JIMMIE J \$	469.02
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM 173.51
	LICHTI, ALICE \$	173.51
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM 173.51
	MORASSE, EDNA \$	173.51
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM 469.02
	NOWAK, THEO T \$	469.02
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 173.51
	SONNENBURG, ILSE \$	173.51
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 173.51
	DYKSTRA, BETTY \$	173.51
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 469.02
	TORRES, ROBERT G \$	469.02
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 173.51
	MUELLER, CAROLYN \$	173.51
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 173.51
	GRIFFIN, GEORGE \$	173.51

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

Check	Payee / Description	Amount
	MAZUR, JOHN	\$ 437.66
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 25.76
	RUDDER, LARRY	\$ 25.76
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 122.00
	INTERLICCHIA, RANDY	\$ 122.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 122.00
	HAMILTON, MARIA	\$ 122.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 173.51
	PICENO, TONY	\$ 173.51
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 25.76
	RAMOS, CAROL	\$ 25.76
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 122.00
	FISHER, JAY	\$ 122.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 25.76
	KING, PATRICK	\$ 25.76
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 122.00
	DIETZ, JUDY	\$ 122.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 73.24
	DAVIS, GEORGE	\$ 73.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 25.76
	MONZAVI, TAGHI	\$ 25.76
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 173.51
	PETERSEN, KENNETH	\$ 173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 173.51

Check	Payee / Description	Amount
	TRAUTERMAN, HELEN	\$ 173.51
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 1,042.36
	TIEGS, KATHLEEN	\$ 1,042.36
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 753.31
	DIGGS, GEORGE	\$ 753.31
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 816.90
	HAYES, KENNETH	\$ 816.90
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 195.24
	HUNTON, STEVE	\$ 195.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 147.76
	RODRIGUEZ, LOUIS	\$ 147.76
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 521.18
	VARBEL, VAN	\$ 521.18
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 399.18
	CLIFTON, NEIL	\$ 399.18
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 122.00
	DELGADO, FRANCOIS	\$ 122.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 521.18
	WELLMAN, JOHN THOMAS	\$ 521.18
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 25.76
	SPEARS, SUSAN	\$ 25.76
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 295.51
	TROXEL, WYATT	\$ 295.51
ACH	CORLEY, WILLIAM	

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

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

Check	Payee / Description	Amount
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ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM	260.59
	WALL, DAVID	\$	260.59
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM	260.59
	CHUNG, MICHAEL	\$	260.59
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM	173.51
	ADAMS, PAMELA	\$	173.51
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM	920.36
	BLASINGAME, MARY	\$	920.36
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM	25.76
	ANDERSON, KENNETH	\$	25.76
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM	286.35
	MOE, JAMES	\$	286.35
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM	677.54
	POLACEK, KEVIN	\$	677.54
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM	260.59
	ELROD, SONDR	\$	260.59
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM	167.90
	FRAZIER, JACK	\$	167.90
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM	122.00
	HOAK, JAMES	\$	122.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM	167.90
	DEZHAM, PARIVASH	\$	167.90
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM	138.59

Check	Payee / Description	Amount
	FOLEY III, DANIEL J.	\$ 138.59
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 122.00
	CLEVELAND, JAMES	\$ 122.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 806.79
	LANGNER, CAMERON	\$ 806.79
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 138.59
	HAMILTON, LEANNE	\$ 138.59
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 122.00
	HOOSHMAND, RAY	\$ 122.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 122.00
	SCHLAPKOHL, JACK	\$ 122.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 457.80
	POOLE, PHILLIP	\$ 457.80
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 195.24
	ADAMS, BARBARA	\$ 195.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 442.70
	RUESCH, GENECE	\$ 442.70
ACH	VANDERPOOL, LARRY Reim Health Prem	HEALTH PREM 457.80
	VANDERPOOL, LARRY	\$ 457.80
ACH	DECOITE, JOANN Reim Monthly Health Prem	HEALTH PREM 122.00
	DECOITE, JOANN	\$ 122.00
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 521.18
	AMBROSE, JEFFREY	\$ 521.18
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 260.59

Check	Payee / Description	Amount
	MERRILL, DIANE	\$ 260.59
ACH	INLAND EMPIRE REGIONAL 5/15 Biosolids	90016242 253,380.96
	INLAND EMPIRE REGIONAL	\$ 253,380.96
ACH	SHELL ENERGY NORTH AMERICA LP	
	RP2/RP5-5/1-5/31 16400 El Prado 2/1-2/28 2044 5/15	97.79-
	RP1-5/1-5/31 2450 Phila St 2/1-2/28 Adj 2042 5/15	43,517.31
	RP2/RP5-5/1-5/31 16400 El Prado 2/1-2/28 2046 5/15	24,368.43
	5/15 Gas Commodity-Non Core 2646132	29,320.43
	SHELL ENERGY NORTH AMERICA LP	\$ 97,108.38

Grand Total Payment Amount: \$ 1,284,101.52

Check Payee / Description Amount

Wire	INTERNAL REVENUE SERVICE P/R 11 5/29 Taxes	HR	0033200	246,198.21
				- - - - -
	INTERNAL REVENUE SERVICE		\$	246,198.21
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 11 5/29 Taxes	HR	0033200	8,240.32
	P/R 11 5/29 Taxes	HR	0033200	37,811.78
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			46,052.10
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 12 6/12 Taxes	HR	0033300	9,161.77
		HR	0033300	43,359.15
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			52,520.92
Wire	INTERNAL REVENUE SERVICE P/R 12 6/12 Taxes	HR	0033300	277,309.14
				- - - - -
	INTERNAL REVENUE SERVICE		\$	277,309.14
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR	0033400	352.33
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			352.33
Wire	INTERNAL REVENUE SERVICE	HR	0033400	2,047.37
				- - - - -
	INTERNAL REVENUE SERVICE		\$	2,047.37
Wire	BANK OF AMERICA NT&SA P/R 12 6/12/15 EFT Direct Deposit		061215	624,352.14
				- - - - -
	BANK OF AMERICA NT&SA		\$	624,352.14
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 13 6/26 Taxes	HR	0034100	8,490.86
	P/R 13 6/26 Taxes	HR	0034100	41,536.69
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			50,027.55
Wire	INTERNAL REVENUE SERVICE P/R 13 6/26 Taxes	HR	0034100	260,592.55
				- - - - -
	INTERNAL REVENUE SERVICE		\$	260,592.55
Wire	BANK OF AMERICA NT&SA P/R 13 6/26/15 EFT Direct Deposit		062615	616,066.66
				- - - - -
	BANK OF AMERICA NT&SA		\$	616,066.66
Wire	STATE DISBURSEMENT UNIT P/R 11 5/29	HR	0033200	1,026.91
				- - - - -
	STATE DISBURSEMENT UNIT		\$	1,026.91

Check	Payee / Description		Amount
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 11 5/29 PERS	HR 0033200	219,131.89
			- - - - -
	PUBLIC EMPLOYEES RETIREMENT SY\$		219,131.89
Wire	PUBLIC EMPLOYEES' RETIREMENT S 6/15 Health Ins-Retirees,Board,Employees 1749 6/15		222,749.05
			- - - - -
	PUBLIC EMPLOYEES' RETIREMENT S\$		222,749.05
Wire	STATE BOARD OF EQUALIZATION 5/15 Sales Tax Deposit	23784561 5/15	7,846.00
			- - - - -
	STATE BOARD OF EQUALIZATION	\$	7,846.00
Wire	STATE DISBURSEMENT UNIT P/R 12 6/12	HR 0033300	1,026.91
			- - - - -
	STATE DISBURSEMENT UNIT	\$	1,026.91
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 12 6/12 Deferred Comp Ded	HR 0033300	12,403.93
			- - - - -
	PUBLIC EMPLOYEE'S RETIREMENT S\$		12,403.93
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 13 6/26 Deferred Comp Ded	HR 0034100	12,381.92
			- - - - -
	PUBLIC EMPLOYEE'S RETIREMENT S\$		12,381.92
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 12 6/12 PERS	HR 0033300	225,764.09
			- - - - -
	PUBLIC EMPLOYEES RETIREMENT SY\$		225,764.09
Wire	STATE DISBURSEMENT UNIT P/R 13 6/26	HR 0034100	1,026.91
			- - - - -
	STATE DISBURSEMENT UNIT	\$	1,026.91
Wire	METROPOLITAN WATER DISTRICT April 2015 Water Purchase	8334	5,464,430.33
			- - - - -
	METROPOLITAN WATER DISTRICT	\$	5,464,430.33

Grand Total Payment Amount: \$ 8,343,306.91

**CONSENT
CALENDAR
ITEM**

1C

Date: August 19, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (8/12/15)
Public, Legislative Affairs, and Water Resources Committee (8/12/15)
Finance, Legal, and Administration Committee (8/12/15)

From: P. Joseph Grindstaff
General Manager

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

Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Contract Award for Program Environmental Impact Report for Planning Documents

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a professional service contract for the preparation of a Program Environmental Impact Report (PEIR) to Tom Dodson and Associates (TDA), for a not-to-exceed amount of \$330,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Agency has recently updated several planning documents, including the Wastewater Facilities Master Plan (WFMP), the Asset Management Plan (AMP), the Recycled Water Program Strategy (RWPS), the Recharge Master Plan (RMP), the Energy Management Plan (EMP), and is in the process of finalizing the Integrated Water Resources Plan (IRP). Once the planning documents have been completed, the PEIR will assess potential environmental impacts of proposed projects and will identify mitigation measures and alternatives.

The PEIR will provide a more comprehensive consideration of cumulative effects and alternatives than an individual project specific EIR, avoiding duplication of efforts, reducing paperwork, and simplifying the preparation of environmental documents for future activities.

The latest PEIR for the Wastewater Facilities Master Plan, Recycled Water Master Plan, and Organics Management Master Plan was prepared by Tom Dodson and Associates (TDA), and it was certified by the Inland Empire Utilities Agency (IEUA) Board of Directors on June 28, 2002. TDA has served as an environmental consultant to IEUA since 2000. In 2013, following a competitive solicitation, IEUA awarded TDA, and Environmental Science Associates (ESA) two separate Environmental Master Contracts for on-call environmental services.

TDA submitted a very compelling and economical PEIR proposal, due to the extensive knowledge of Agency's facilities, projects, and plans. In order to have more flexibility and more resources to meet project timelines, TDA will partner with ESA.

The proposed professional service contract for the preparation of a PEIR is consistent with the Agency's business goal of *Environmental Stewardship and Regulatory Compliance*, as approved by the Board of Directors in October 2013.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the amount required to fund the PEIR is included in the FY 2015/16 Regional Wastewater Capital (RC) Fund budget under Project No. PL16010, CEQA document for implementation of WFMP, IRP, and RWPS.

Contract Award for Program Environmental Impact Report



Program Environmental Impact Report (PEIR)

PEIR = Framework for project-level environmental documents

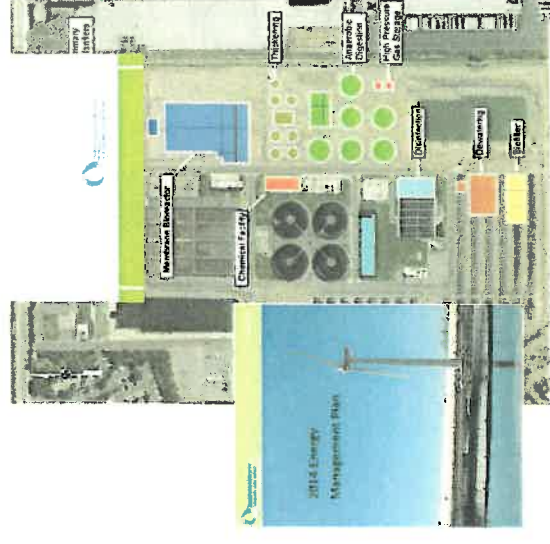
- Comprehensive consideration of cumulative impacts
- Allows program wide alternatives and mitigation at early stage
- Avoids duplication of efforts
- Reduction in paperwork
- Simplifies environmental documents for future activities
- Streamlines project implementation

Background

- PEIR Adopted July 2000
 - Chino Basin Watermaster's Optimum Basin Management Program
- PEIR Adopted June 2002
 - Chino Basin Organics Management Strategy, Business Plan
 - IEUA Recycled Water System Feasibility Study
 - IEUA Wastewater Facilities Master Plan

IEUA Planning Activities

- Proposed PEIR (Tom Dodson and Associates, \$330,000)
- Wastewater Facilities Master Plan
- Recycled Water Program Strategy
- Recharge Master Plan
- Asset Management Plan
- Energy Management Plan
- Integrated Resources Plan



PEIR Next Steps

- Complete IRP Fall 2015
- Complete PEIR Summer 2016
- Adopt PEIR Fall 2016
- Implement TYCIP projects 2015 - 2024

This project meets the Agency's Business Goal of Environmental Stewardship, by ensuring compliance with all federal, state and local laws.

Questions



CONTRACT NUMBER: 4600001954
FOR
FACILITIES MASTER PLANS
PROGRAM ENVIRONMENTAL IMPACT REPORT

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Tom Dodson & Associates, Inc. with offices located in San Bernardino, California (hereinafter referred to as "Consultant"), to provide consulting environmental services for the preparation of a Program Environmental Impact Report (PEIR).

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

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

Project Manager: Pietro Cambiaso, P.E., Senior Engineer
Address: 6075 Kimball Avenue, Building A
Chino, California 91708-9174
Telephone: (909) 993-1639
Email: pcambiaso@ieua.org
Facsimile: (909) 993-1983

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

Consultant: Tom Dodson and Associates
Project Manager: Tom Dodson, President
Address: 2150 N. Arrowhead Avenue
San Bernardino, California 92405
Telephone: (909) 882-3612
Email: tda@tdaenv.com
Facsimile: (909) 882-7015

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract 4600001954.
 - B. Contract Number 4600001954, General Terms and Conditions.
 - C. Agency's Request for Proposal and all germane correspondence, incorporated herein by this reference.
 - D. Consultant's proposal dated July 27, 2015 which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**.
4. SCOPE OF WORK AND SERVICES: Consultant services and responsibilities shall include and be in accordance with tasks identified in Consultant's proposal, which is attached hereto, incorporated herein and made a part hereof by this reference as **Exhibit A**. During the development of the Programmatic Environmental Impact Report (PEIR) Consultant shall review, but not be limited to, the following Agency documents:
- A. Wastewater Facilities Master Plan
 - B. Recycled Water Program Strategy
 - C. Recharge Master Plan
 - D. Asset Management Plan
 - E. Energy Management Plan
 - F. Integrated Resources Plan
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on December 31, 2016, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant the **NOT-TO-EXCEED maximum of \$328,840.60** in accordance with **Exhibit A**.

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

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

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

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

8. FITNESS FOR DUTY:

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

1. Shall report for work in a manner fit to do their job;
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

1. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required single occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services

Office form number CA 00 01 87, covering Automobile Liability, including "any auto."

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
 4. Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance

shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

D. Acceptability of Insurers: All insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subconsultants prior to commencing work or allowing any subconsultants to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these

Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

- J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

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

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

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to

independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to

reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data ("Work Product") prepared by the Consultant and/or the Consultant's subconsultants pertaining to this Contract upon full payment of all monies owed to the Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
13. **TITLE AND RISK OF LOSS:**
 - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
 - B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
 - C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.
14. **PROPRIETARY RIGHTS:**
 - A. **Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or

developed by Consultant in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

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

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

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

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

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its reasonable efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement.

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

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

Consultant: Mr. Tom Dodson
Principal, Tom Dodson and Associates
2150 N. Arrowhead Avenue
San Bernardino, CA 92405

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

17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.
- In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be

Exhibit A

TOM DODSON & ASSOCIATES
2150 N. ARROWHEAD AVENUE
SAN BERNARDINO, CA 92405
TEL (909) 882-3612 • FAX (909) 882-7015
E-MAIL tda@tdaenv.com



July 27, 2015

Mr. Pietro Cambiaso
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, California 91708

Dear Pietro:

On behalf of Tom Dodson & Associates (TDA) and ESA Water (ESA) I am forwarding the proposal to the Inland Empire Utilities Agency (IEUA or the Agency) for preparation of a program environmental impact report (PEIR) for a series of new Master Plans recently completed by the Agency. Over the past twelve years IEUA has relied upon the 2003 Facilities Master Plans PEIR to support acquisition of state and federal funding for a large variety of water and wastewater projects. IEUA has updated several of these original planning documents and expanded the range of master plans. To implement these new plans will require a new PEIR.

TDA and ESA have compiled the attached task proposal and cost estimate to compile and assist IEUA to process the proposed PEIR in support of the new Master Plans. We have allocated sufficient resources to carry out this task over the next nine months or so. Mr. Tom Barnes (ESA) and I appreciate the remarkable opportunity afforded our firm's in providing this support to the Agency. We look forward to "jumping" into this long-anticipated effort. Should you have any questions, please do not hesitate to contact my office.

A handwritten signature in blue ink that reads "Tom Dodson". The signature is written in a cursive, flowing style.

Tom Dodson
Attachment

cc: Tom Barnes
Sylvie Lee
Robert Wallin

TOM DODSON & ASSOCIATES
2150 N. ARROWHEAD AVENUE
SAN BERNARDINO, CA 92405
TEL (909) 882-3612 • FAX (909) 882-7015
E-MAIL tda@tdaenv.com



2015 FEE SCHEDULE

Tom Dodson & Associates

Labor: Time spent on behalf of a client will be charged as follows:

Environmental Specialist	\$150.00 / hour
Regulatory Specialist	\$105.00 / hour
Biologist / Ecologist	\$105.00 / hour
Environmental Specialist II	\$105.00 / hour
Environmental Specialist III	\$72.00 / hour
Biologist II	\$58.00 / hour
Biologist III	\$53.00 / hour
Admin / WP / Graphics	\$48.00 / hour
Legal Expert Witness	\$225.00 / hour

Other Direct Costs: All other direct costs (travel, supplies, printing, subcontracts, etc.) are charged at actual cost plus a 10 percent management/handling charge. Mileage will be billed at \$0.56 per mile.



Environmental Science Associates & Subsidiaries 2015 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15
2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications Fee

In-house costs for phone, e-mail, fax, regular postage, walk-up copier, and records retention – project labor charges multiplied by 3%

C. Printing/Reproduction Rates

Item	Rate/page
8 1/2 x 11 b/w	\$0.05
11 x 17 b/w	\$0.10
8 1/2 x 11 color	\$1.00
11 x 17 color	\$2.00
Covers	\$0.50
Binding	\$1.00
HP Plotter	\$25.00
CD	\$10.00
Digital Photography	\$20.00 (up to 50 images)

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Laptop Computers	50	200	\$ 500
LCD Projector	200	600	
Noise Meter	50		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Planimeter	40		
Cameras/Video/Cell Phone	20		200
Miscellaneous Small Equipment	5		
Computer Time (i.e. GIS)	120 ^b		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
Tablet GPS	100	400	1,000
Laser Level	60		
Garmin GPS or equivalent	25		250
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 400
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	

Item	Rate/Day	Rate/Week	Rate/Month
Logging Water Level - Pressure Transducer	10	40	125
Logging Barometric Pressure Logger	10	40	125
Well Probe	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14 foot Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe	30	120	
17' Boston Whaler w/ 90 HP Outboard	500	2,000	
<small> a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher. b GIS computer time will be charged at \$15.00 per hour. </small>			

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

I. INTRODUCTION

In 2013 Tom Dodson & Associates (TDA) and ESA Water (ESA) were selected to provide environmental compliance support for Inland Empire Utilities Agency (IEUA or Agency). IEUA has requested that we submit a proposal to update the Facilities Master Plans Program Environmental Impact Report (PEIR) which was prepared by TDA in 2002-2003 and certified by IEUA in 2003. This PEIR has served as the baseline environmental document for projects implemented by IEUA in the area of wastewater treatment, biosolids and recycled water over the past 12-year period. IEUA has prepared several new master plans and seeks to compile an updated program environmental impact report (PEIR) to establish a new baseline environmental document for compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to support future site specific projects funded by the Agency, federal agencies or state agencies.

TDA and ESA jointly propose to compile this documentation for IEUA with ESA providing the majority of environmental support to compile a current environmental baseline for the new PEIR and conduct the environmental evaluation of the environmental issues. We will jointly prepare and process the new PEIR with IEUA and coordinate the content of the document with the U.S. Bureau of Reclamation (BOR) to ensure that it will meet their NEPA requirements. However, we do not intend to prepare a separate NEPA Environmental Impact Statement (EIS) unless required by the BOR. The proposed scope of work follows.

II. SCOPE OF WORK

The IEUA has requested environmental consulting support for completing the CEQA review process for five master plans compiled by IEUA over the past few years. Our team will provide support to carry out the following steps to comply with CEQA and NEPA requirements: prepare a project description; oversee research and preparation of technical studies and impact analyses; prepare a screencheck (administrative review draft) program PEIR for the master plans; prepare and circulate a draft PEIR for these plans, including developing all transmittal documents and a broad distribution list; prepare responses to comments submitted on the draft PEIR; compile a Final PEIR for certification; prepare a notice of determination; ensure that all CEQA procedural requirements are fulfilled; and attend meetings with the Agency as required.

Task 1: Compile the Project Description

We propose to review the master plans; abstract the key action items proposed in these plans; prepare generic construction and operation processes; and break down the action items into near and long term actions in order to establish a project hierarchy to define the level of review that will be completed in the PEIR. Details on near-term and long-term projects provided by the Master Plans will be incorporated into the Project Description. A draft project description will be submitted to IEUA and any stakeholders for review and comment. A final project description will be compiled and used for two purposes: first, to compile and distribute a Notice of Preparation of an EIR to the general public, interested parties and stakeholders; and second, the project description will be used to assist in establishing the scope of issues and areas of particular interest for the compilation of the environmental baseline information.

To review the master plans and compile the draft project description will require approximately 40 hours. Unless some unusual comments arise during the review, we anticipate approximately 16 hours to finalize the Project Description that will be used in the PEIR.

Once the Project Description is compiled we will integrate it into a Notice of Preparation (NOP) document that is used to announce a project to the public. A draft NOP will be completed; submitted to IEUA for review and comment; and we will finalize the NOP for public distribution. The NOP establishes the date of the PEIR environmental baseline and the objective is to have this as early in the process as possible. The effort to prepare and process the NOP will require about 32 hours. We will work with IEUA to produce appropriate graphics to support the NOP.

Task 2: Conduct Research and Compile Baseline Environmental Setting Data

Utilizing data generated specifically for the proposed project, the team will prepare the existing environmental setting for each of the issues being evaluated in the full scope PEIR being prepared for the new master plans. We assume that the following environmental issues (abstracted from the most current State CEQA Guidelines) will require existing or new data to be compiled as part of a technical data base that will be utilized in making the environmental impact forecasts associated with implementation of the master plans.

1. Aesthetic Resources: To characterize aesthetic issues, we will utilize the General Plans of the affected cities and the counties to describe the aesthetic resources (scenic vistas, scenic resources, and light and glare) within the project area. No special studies or investigations are proposed for the aesthetic issues. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. It is recognized that there may not be a few locations where near-term new facilities are proposed, but it is our goal to incorporate sufficient data into the PEIR that such facilities can be comprehensively addressed. For these locations site specific evaluations of aesthetic resource values will be compiled.
2. Agricultural Resources: To establish the agricultural baseline information, we will utilize the General Plans of the affected cities and counties; data from the Soil Conservation Service's soil surveys for San Bernardino and Riverside Counties; data from the State Department of Conservation; and data from the other published documents that address agricultural resource issues in the Chino Basin. No special studies or investigations are proposed for agricultural resource issues. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific evaluations of agricultural resources will be compiled.
3. Air Quality: Air quality data will be compiled from detailed information available through the South Coast Air Quality Management District (SCAQMD) for the existing setting. In the project description we will define anticipated programmatic construction and operational scenarios to be used for emission forecasts. Air emissions calculations will be conducted using the CalEEMod emissions model to assess emissions of typical construction activities, such as pipeline installation, tank construction, and treatment plant construction projects. Assumptions for these construction activities will be compiled. The assumptions will be focused on near-term projects and "typical" daily construction scenarios. We will incorporate data from the nearest monitoring station as is required by SCAQMD's CEQA Air Quality Handbook. An air quality technical report will be prepared that will provide the baseline emission calculations to be used in the future with specific projects before the State Water Resources Control Board or other agencies.

4. **Biological Resources:** To establish the biological resources baseline information, we will utilize the General Plans of the affected cities and counties; data from the Department of Fish and Game's Natural Diversity Data Base for San Bernardino and Riverside counties; and data from the other published documents that address biological resource issues in the Chino Basin. No special field studies or investigations are proposed for biological resource issues. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific biological resource evaluations will be compiled.
5. **Cultural Resources:** To establish the cultural resources baseline information, we will utilize the General Plans of the affected cities and counties; data from the State Historic Preservation Office and the archaeological information centers for San Bernardino and Riverside Counties; previous data compiled for IEUA regional management plans; and data from the other published documents that address cultural resource issues in the Chino Basin. The new cultural resources section in the Initial Study Environmental Checklist Form will be utilized, and we will contact local Native American representative to obtain information regarding Tribal Cultural Resources. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific records checks and, if necessary, cultural resource field surveys will be compiled.
6. **Geology and Soils:** To establish the geology and soils baseline information, we will utilize the data contained in the previous programmatic documents prepared for IEUA and the General Plans of the affected cities and counties; data from the State Geologist's Office and the County geologists for San Bernardino and Riverside Counties; data from the soil surveys for the two counties; and data from the other published documents that address geological resource issues in the Chino Basin. No special studies or investigations are proposed for geology and soil issues. Paleontological resource issues will be addressed now be addressed in this section of the Initial Study. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific geology and soil resource field surveys will be compiled, if necessary.
7. **Greenhouse Gas/Climate Change:** In conjunction with the air quality forecast, we will generate the data to address greenhouse gas (GHG) emissions from future IEUA activities and we will also quantify the efforts by IEUA to generate energy to offset demand from the energy grids. We will evaluate the GHG issues in the context of the Southern California Association of Government's (SCAG) Regional Sustainability plans and the SCAQMD's preliminary thresholds of significance. In the project description we will define anticipated programmatic construction and operational scenarios to be used for emission forecasts.
8. **Hazards and Hazardous Materials:** Information on hazards and hazardous materials will be obtained from the County's Hazardous Waste Management Plan and city and county General Plans. The various contaminated site data bases will be reviewed for known sites within the IEUA service area and previous IEUA programmatic environmental documents will be examined as part of the data base. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific evaluations of potential contamination may be conducted.

9. Hydrology and Water Quality: The data for this issue will be obtained from the previous environmental documents and IEUA technical consultants; and regional documents on surface and groundwater hydrology and water quality will also be utilized. To compile all of the required information for the hydrology and water quality issues, we do not anticipate any special studies or investigations. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific evaluations, including field surveys of site hydrology will be carried out. If additional modeling is required we will coordinate this effort with IEUA and the Chino Basin Watermaster.
10. Land Use and Planning: The land use data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, development codes that control land uses within the various jurisdictions.
11. Mineral Resources: To establish the mineral resources baseline information, we will utilize the General Plans of the affected cities and counties; data from the State Division of Mines and Geology; data from available surface mining reclamation plans; and data from the other published documents that address mineral resource issues in the Chino Basin. No special studies or investigations are proposed for mineral resource issues. All environmental setting information in this section will be based upon existing data sources, except for those locations where specific near-term capital improvements are proposed. For these locations site specific verification of mineral resource values will be compiled.
12. Noise: The noise data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin and special noise studies contained in other documents within the project area. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, will conduct noise surveys for specific project locations.
13. Population and Housing: Regional population and housing data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin and SCAG data sources. Data from the State Department of Finance will also be utilized. Growth inducement will be addressed in this document, so we will utilize the regional planning documents, such as SCAG's growth projections and Growth Management Plan, to establish the baseline for discussing this issue. Data from the Department of Finance will also be utilized. No specific field studies or investigations will be required.
14. Public Services: Public service data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin and contacts with respective public service entities (such as school districts) as deemed appropriate. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, specific service providers for the project area.
15. Recreation: Recreation resource data will be compiled from detailed information available through the General Plans and master recreation plans of the affected jurisdictions within

the Chino Basin and contacts with respective recreation providers (such as County Regional Parks), as deemed appropriate. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, specific recreation service providers for the project area.

16. Transportation/Traffic: Transportation/traffic data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin, from airport master plans, and from Caltrans, as required. We will also utilize regional planning documents, such as SCAG's *Regional Mobility Plan*, to establish the baseline for discussing this issue. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, specific traffic data for the project area.
17. Utilities and Service Systems: Utilities and service system data will be compiled from detailed information available through the General Plans of the affected jurisdictions within the Chino Basin, master plans prepared by utility agencies, and contacts with respective utility entities (such as water purveyors) as deemed appropriate. No specific field studies or investigations will be required. For those locations where specific near-term capital improvements are proposed, we will incorporate data from field observations and, if necessary, specific utility service providers for the project area.

We will coordinate the decision for individual field review "if necessary" with the IEUA Staff. It is anticipated that the effort for incorporating the environmental setting data base for the PEIR, including review and incorporation of the technical reports, will require approximately 400-500 hours. Tom Dodson and Tom Barnes will oversee preparation of all the sections discussing the existing environment and will final edit all of the final text for this section of the PEIR. The site specific work will be covered by the above cost estimate as long as no more than ten near-term individual sites must be examined for impacts under the resource categories outlined above.

Task 3: Prepare the Environmental Impact Evaluation

We will utilize the data from the project description and first subtask to forecast potential environmental impacts from implementing the master plans, including constructing, installing and operating the proposed programs and facilities. The impact forecast will be as specific as possible for the proposed project and affected environment. Mitigation measures will be identified, as appropriate, for each environmental issue with potentially significant impacts. The impact analysis format used for this project is as follows: introduction (to the issues); environmental setting, including legal or regulatory requirements; project impacts; mitigation measures; cumulative impacts; and unavoidable adverse environmental impact (including any impacts caused by implementing mitigation measures). To the extent feasible, potential environmental effects will be quantified; however, we anticipate that some impact forecasts will be qualitative, such as discussions of aesthetic issues. TDA anticipates that the hydrology and water quality impact forecasts will be supplemented by IEUA/Watermaster hydrology/water quality consultants after close coordination between our firms.

We have allocated a total of 400 hours to this complete this subtask of preparing the impact analysis and incorporating data from the technical studies that are being prepared for the PEIR. Tom Dodson and Tom Barnes will oversee and edit all of the final text for this section of the document. This cost estimate includes site specific work on up to ten near-term facilities in accordance with commitments under Task 1.

Task 4: Prepare All Remaining EIR Sections

The CEQA mandated sections (Alternatives, Growth Inducement, and a Summary of Irreversible Environmental Impacts) will be provided under this subtask. The series of alternatives that will be evaluated in this document will be defined as part of the project description. I anticipate evaluating a no project alternative and identifying any alternative management programs identified in the master plans for consideration in the alternatives section. It is our intent to prepare a comparative alternative evaluation as outlined in the State CEQA Guidelines, Section 15126 (d). A mitigation monitoring plan will be developed under this task and it can be included in the Draft PEIR if IEUA wants it included. A total of 100 hours are allocated to this subtask.

The end product of these subtasks is the Screencheck Draft PEIR for review by the IEUA. It will be submitted to IEUA for review, comment, and approval in accordance with the schedule outlined below.

Task 5: Print and Distribute the Draft PEIR

We will meet with IEUA to collect all comments on the Screencheck draft PEIR (DPEIR). These comments will be responded to and a DPEIR for public distribution will be compiled and published for distribution. We anticipate broad distribution of the DPEIR and we anticipate supplying about 100 copies of the DPEIR for distribution and will arrange to have copies delivered to the State Clearinghouse and all parties on distribution. We anticipate publishing a second volume of technical appendices that will be available upon with the electronic copies and only a few hard copies of the DPEIR and technical Studies. We have allocated 100 hours to this task, including clerical staff support. At the end of this task, the DPEIR will be distributed for the 45-day public review and comment period.

Task 6: Prepare Responses to Comments and Final Program EIR

Following completion of the 45-day review period (note that we will meet with the IEUA upon request to discuss any comment letter that arrives before the end of the review period), we will meet with the IEUA to review proposed responses to all comments received on the DPEIR. Once general agreement on the content of responses is obtained, they will be prepared and a draft set of responses to comment will be delivered to IEUA for final review and comment. We anticipate allocating up to 150 hours of effort to this task, including several meetings with IEUA. We anticipate the responses to comments will be completed within 30 days of the close of the public comment period, barring the need to develop original data. If major new issues are raised that were previously not addressed in the DPEIR and that IEUA concludes must be addressed in the Final PEIR, we will perform additional analyses based on mutual agreement on the scope of work and a modified fee.

The end product of this effort will be a Final PEIR (FPEIR) available for certification. Sufficient copies will be published to distribute the FPEIR to all parties that comment and to provide copies for IEUA's internal use and hearings. We will assist with the distribution of these documents. These responses to comments will be prepared in a separate volume, unless IEUA requests that a combined FPEIR document be prepared for distribution. We anticipate about 40 hours will be required to complete this task.

Task 7: Prepare Notice of Determination

Following the hearing where the project is considered for approval, we will provide and file a Notice of Determination (NOD) for IEUA. The NOD will be filed with the San Bernardino and Riverside County Clerks, and with the State Clearinghouse. The fee for this task is \$4,000, which includes the approximate \$3,000 filing fee for the Department of Fish and Wildlife.

Task 8: Public Meetings/Hearings and Participation

We will attend up to three public meetings/hearings for a fee not to exceed \$5,000. This assumes two persons at each meeting/hearing and four hours per hearing. All meetings with IEUA are included in the previous tasks.

Task 9: Prepare Findings of Fact and Statement of Overriding Consideration

This is an optional task that will be performed if there are significant impacts identified in the FPEIR from implementing the proposed project that cannot be mitigated. We believe that there may be significant impacts based on our past experience with projects of this type for IEUA. We have prepared numerous findings and statement documents which we believe are effective in allowing the local jurisdictions to approve projects with significant impact. This document would be prepared by the team and requires approximately 60 hours of effort. We will work with the IEUA to define the substantiating project benefits for inclusion in the balancing test as required by the CEQA under this alternative.

III. COST PROPOSAL

Fee Schedules for TDA and ESA are attached to this package. Total fee for this programmatic EIR is calculated to be \$328,840.60.

IV. SCHEDULE

The following schedule milestones have been identified. The following represents a reasonable schedule that will be adjusted as appropriate if necessary with IEUA over the life of this task.

1. Draft Project Description: 30 days after authorization
2. Finalize Project Description: 45 days after authorization
3. Compile the Notice of Preparation 60 days after authorization
4. Initiate AB 52 consultation: 60 days after authorization
5. Complete a screencheck draft PEIR: 180 days after authorization
6. Release the draft PEIR for public review: 210 days after authorization
7. Conduct 45 day public review; close of comments day 255
8. Prepare draft responses to comments and draft final PEIR: day 285
9. Final PEIR compiled and available for public review: day 300

Exhibit B

Exhibit B CONSULTING SERVICES INVOICE

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

ORIGINAL CONTRACT:

Task No.	Item Description	Original Contract Value	Total This Period From: 1/0/2015 To: 1/0/2015		Total to Date From: 1/0/2015 To: 1/0/2015		Progress to Date
		Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Original Contract:		\$0.00		\$0.00		\$0.00	

CONTRACT AMENDMENTS:

Amendment No.	Amendment Description	Amended Contract Value	Total This Period From: 1/0/2015 To: 1/0/2015		Total to Date From: 1/0/2015 To: 1/0/2015		Progress to Date
		Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Contract Amendments:		\$0.00		\$0.00		\$0.00	
Total Contract with Amendments:		\$0.00		\$0.00		\$0.00	

PAYMENT SUMMARY FOR THIS PERIOD:

	Total This Period From: 1/0/2015 To: 1/0/2015
Amount Earned Original Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Amount Due This Period	\$0.00

PRIOR PAYMENT SUMMARY:

	Total to Date From: 1/0/2015 To: 1/0/2015
Amount Earned Original Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

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

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	1/0/2015
Contract Duration:	0
Contract Completion Date:	
Authorized Time Extension:	0
Revised Completion Date:	

PROJECT COMPLETION SUMMARY:

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

APPROVALS:

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Manager/Engineer: _____	Date: _____	Executive Manager: _____
Supervising Engineer: _____	Date: _____	Date: _____
Department Manager: _____	Date: _____	General Manager/CEO: _____
		Date: _____

**CONSENT
CALENDAR
ITEM**


1E





Date: August 19, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(08/12/15)
Finance, Legal, and Administration Committee (08/12/15)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Ernest Yeboah 
Executive Manager of Operations/AGM

Matthew Melendrez 
Deputy Manager of Operations

Subject: Contract Award to California Water Technologies, LLC for Bulk Ferric Chloride

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600001952 to California Water Technologies, LLC, establishing a two-year contract for the supply of bulk ferric chloride with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Ferric chloride is used during wastewater treatment to reduce the production of hydrogen sulfide (H₂S) in plant processes and collection system sewers. Hydrogen sulfide is highly corrosive, causes odors and its emissions are regulated by the South Coast Air Quality Management District (SCAQMD). Ferric chloride is also used to reduce phosphorous levels in treatment plant effluent.

Contract Award to California Water Technologies for Bulk Ferric Chloride

August 19, 2015

Page 2 of 2

The current supply contract with California Water Technologies will expire on August 31, 2015. A formal Request for Proposal was issued through The BidNet Network online solicitation system to 47 potential bidders. The bid closed on July 15, 2015 with four responses, summarized below.

Company	\$/dry pound
Kemira	0.19281
California Water Technologies	0.1973
Pencco, Inc.	0.22232
Thatcher Company	0.351

Kemira was the low bidder with a proposed price of \$0.19281 per dry pound including delivery. While the Agency has contracted with Kemira for ferric chloride in the past, their performance was not optimal for our operations. Kemira was unable to deliver contracted product and delivered numerous loads of chemical that failed to meet contract specifications.

California Water Technologies is currently the Agency's supplier for ferric chloride and is performing to staff's expectations. Their proposed price of \$0.1973 is approximately a half cent above Kemira, but represents a 25% decrease from the current contract price of \$0.2668. Therefore, considering the favorable performance and price, staff recommends that the Board reject the bid from Kemira and approve the issuance of a five year contract to California Water Technologies. Under the proposed contract, pricing will be fixed at the aforementioned rate for an initial two-year period. Three 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 July 17, 2013, the Board of Directors awarded a five-year contract to California Water Technologies.

IMPACT ON BUDGET

If approved, the anticipated chemical expenditures will be funded from the Fiscal Year 2015/16 Regional Wastewater Operations and Maintenance (RO) Fund's ferric chloride budget of \$755,940 and the Non-Reclaimable Wastewater (NC) Fund's ferric chloride budget of \$170,000.



**CONTRACT NUMBER: 4600001952
FOR
SUPPLY OF FERRIC CHLORIDE**

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 California Water Technologies, LLC, of Santa Fe Springs, California, (hereinafter referred to as Supplier) for bulk supply and delivery of ferric chloride.

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

- A. **CONTRACT ADMINISTRATOR:** All direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are as follows:

Contract Administrator: Roger Hughbanks
6075 Kimball Ave.
Chino, CA 91708
Telephone: (909) 993-1679
Fax: (909) 993-1987
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's Representative: Craig Mikkelson
Address: 8851 Dice Road
Santa Fe Springs, CA 90670
Telephone: (313) 571-1100
Facsimile: (562) 698-6165
E-mail: bids@pvschemicals.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. 4600001952
2. Contract Number No. 4600001952
3. Agency's Request for Proposal No. RFP-RH-15-050
4. Supplier's Proposal dated July 10, 2015

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

PRODUCT CONTENT: All ferric chloride delivered against this contract shall contain not less than 38.0 percent, nor greater than 45.0 percent, available water soluble ferric chloride (FeCl). Insolubles shall not exceed 0.1 percent of the product, and the free hydrochloric acid (HCl) content shall be within the range of 0.1 to 0.5 percent.

ESTIMATED QUANTITIES: The Supplier shall supply bulk ferric chloride to be used by the Agency during the term of any Contract entered into. The Agency anticipates its cumulative annual usage of ferric chloride to be approximately 1,536 tons. 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 fixed unit price documented within the Contract. Orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days after issuance of either a verbal or written (e-mailed) shipping order from the Agency. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m.

DELIVERY LOCATIONS: Ferric Chloride shall be delivered in bulk, as needed/as ordered, to the following locations:

<u>Location</u>	<u>Estimate Annual Usage</u>
Regional Plant No. 1 2662 E. Walnut Street Ontario, California 91761	546 Tons
Regional Plant No. 2 16400 El Prado Road Chino, CA 91708	120 Tons
Carbon Canyon Wastewater Reclamation Facility 14950 Telephone Avenue Chino, CA 91708	25 Tons
Regional Plant No. 4 12811 Sixth Street Rancho Cucamonga, California 91730	300 Tons
Regional Plant No. 5 6075 "C" Kimball Avenue Chino, CA 91708	25 Tons
Philadelphia Pump Station 1818 East Philadelphia Street Ontario, CA 91761	520 Tons

The Agency reserves the right to include any additional locations as may subsequently be required. Any added locations shall receive the same product, service, pricing, etc. as required in the Contract.

UNLOADING: Upon arrival, the delivery person will report to the Operations Department personnel. 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-half hour, between notification of personnel 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 and safety data sheets, throughout each unloading process. Loading and unloading of all shipments will not commence without a 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.

TERMINATION: The Agency may reject delivery or terminate the Contract if the quality of the delivered ferric chloride 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 ferric chloride 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 successful Offeror shall provide training in the safe and proper handling procedures of their product 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:** The initial term of this Contract shall run from the date of its bi-lateral execution through August 31, 2017. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend the Contract, in twelve month increments, for an additional period not-to-exceed 36 months; resulting in an aggregate potential total Contract term of five years. In the event the Agency desires to exercise any or all 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. **OPTION PRICE ADJUSTMENTS:** In the event the Agency exercises any of the Contract extensions provided for in Section E above, pricing applicable to said extension(s) shall be derived through good-faith negotiations between the two parties and establish via formal contract amendment once a mutually-acceptable annual price adjustment(s) is reached.
- G. **PAYMENT 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 or exceed Agency requirements or have proven unacceptable until such product is replaced and accepted by the Agency's Contract Administrator.

Supplier's invoices shall be submitted to: Inland Empire Utilities Agency
Attn: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

Or 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 as per the following Price Schedule.

PRODUCT PRICE	\$ 0.1595 / dry pound
SALES TAX @ 8.0%	\$ 0.0128 / dry pound
DELIVERY CHARGE	\$ 0.0250 / dry pound
TOTAL NET PRICE (delivered)	\$ 0.1973 / dry pound

H. 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.

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

A. Minimum Scope of Insurance:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

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

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

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as additionally insureds, endorsement CG2010 1185, 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. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.
- b. The Supplier's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Supplier's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency
- d. The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Supplier may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency

reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Roger Hughbanks (fax # 909-993-1987)
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 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 IEUA 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:
 - A. The negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Supplier;
 - C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Supplier to faithfully perform the work and all of the Supplier's obligations under the agreement. Such costs, expenses, and damages shall include all costs incurred by the indemnified parties in any lawsuit to which they are a party.
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 & Facility Services
Inland Empire Utilities Agency, A Municipal Water Agency
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Craig Mikkelson
Vice President of Sales & Marketing
PVS Technologies, Inc. / California Water Technologies, LLC
10900 Harper Avenue
Detroit, MI 48213

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, at any time, immediately suspend and/or terminate this Contract upon issuance of 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.
- 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 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. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this Contract has been signed by both responsible parties and a Notice to Proceed has been issued by the Agency.

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

**INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District:**

CALIFORNIA WATER TECHNOLOGIES, LLC:

P. Joseph Grindstaff Date
General Manager

Craig Mikkelson Date
Vice President of Sales & Marketing

**CONSENT
CALENDAR
ITEM**


1D





Date: August 19, 2015


To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(08/12/15)
Finance, Legal, and Administration Committee (08/12/15)

From: P. Joseph Grindstaff 
General Manager

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

Ernest Yeboah 
Executive Manager of Operations/Assistant General Manager

David Mendez 
Acting Deputy Manager of Engineering

Subject: Sole Source Purchase of a Tractor and Compost Aerator for RP-2 Drying
Beds Rehabilitation

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the sole-source purchase of one (1) John Deere model #6175R cab tractor for \$160,408;
2. Approve the sole-source purchase of one (1) Brown Bear model PTOA35E-10.5 compost aerator product number 105607 rototiller aerator for \$51,526; and
3. Authorize the General Manager to execute the purchases.

BACKGROUND

As part of the RP-2 Drying Beds Rehabilitation project, a John Deere cab tractor and Brown Bear compost aerator were to have been purchased by the contractor to facilitate the turning and drying of the biosolids. An analysis by the Contracts and Facilities Services Department indicated that by purchasing these items internally the cost could be reduced by 30 percent.

As part of the justification of the RP-2 Drying Beds Rehabilitation Project, an economic analysis was performed by the Agency's Technical Services Department. This analysis determined that by drying biosolids to 30 percent instead of 22.5 percent, the Agency will save approximately \$60,000 per year in hauling costs due to the reduction in water (hauling and disposal costs are based on wet tonnage). Therefore, payback for the tractor and aerator will be less than four (4) years.

Technical Services determined that the Brown Bear Corporation was the sole company who could provide tilling equipment large enough to handle the biosolids at the RP-2 drying beds. The only tractor that can push the Brown Bear compost aerator, without outside modifications (third party vendor work which affects warranty), is the noted John Deere tractor. If both are bought together, Brown Bear marks up the tractor. It was concluded that purchasing the tractor and the compost aerator separately from the two vendors was significantly less expensive than purchasing the entire package from Brown Bear Corporation.

Technical Services also contacted a wastewater treatment facility in the City of Victorville who uses the Brown Bear compost aerator. Both Technical Services and Operations scheduled a site visit to view the operation of this equipment and were satisfied with how this equipment functioned.

Based on Technical Services economic analysis, Contracts and Facilities Services Department determined that sole source procurement, of the noted John Deere tractor and Brown Bear compost aerator, is warranted. All efforts in procurement have been made to reduce cost to the Agency.

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

PRIOR BOARD ACTION

On September 17, 2014, the Board awarded the construction contract for the RP-2 Drying Beds Rehabilitation, Project No. EN14012, to Environmental Construction, Inc. for their low bid of \$714,822; and authorized the General Manager to execute the construction contract.

IMPACT ON BUDGET

If approved, the sole-source purchase for the John Deere and Brown Bear equipment for the RP-2 Drying Beds Rehabilitation Project No. EN14012 in the amount of \$211,934 is included in the total project budget of \$1,818,400 within the Regional Wastewater O&M (RO) Fund.

PJG:CB:DM:mp

RP-2 Drying Beds Rehabilitation Equipment Purchase

Project No. EN14012
August 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

David Mendez
Acting Deputy Manager of Engineering

Matthew Poeske, P.E.
Project Manager

Project Request/Background



John Deere Tractor with Brown Bear
Compost Aerator

- Originally part of contractors scope
- Sole source equipment acquisition RP-2
 - John Deere Cab Tractor for \$160,408
 - Brown Bear Compost Aerator for \$51,526
- Technical Services /Contracts and Facilities Services staff has reviewed and recommends the purchase
 - Individual acquisition savings approximately 30%
 - Will provide for cost effective operation
 - Savings to Operations approximately \$60,000 annually
 - Equipment will be paid for in 4 years
- [Click here for demonstration](#)

RP-2 Drying Bed Location



Procurement Milestones

Milestone	Completion
Process PO-Order Approval	September 2015
Equipment Delivery, by	February 2016
Training and Field Testing, by	March 2016

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the sole source procurement of the John Deere Cab Tractor and Brown Bear Compost Aerator, for Project No. EN14012, for the not-to-exceed amount of \$211,934.

The purchase 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.


**CONSENT
CALENDAR
ITEM**


1F


Date: August 19, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (08/12/15)
Finance, Legal, and Administration Committee (8/12/15)

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 Change Order for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a construction contract change order with Mike Bubalo Construction for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, for the not-to-exceed amount of \$280,510.66;
2. Approve an amendment to the master contract with Butier Engineering, Inc. for the On-Call Construction Management and Inspection Services, Task Order No. 2, for the not-to-exceed amount of \$95,000; and
3. Authorize the General Manager to execute the construction contract change order and the amendment.

BACKGROUND

The Wineville Extension Recycled Water, Segment B construction contract was awarded to Mike Bubalo Construction on May 21, 2014. On December 17, 2014, the Board approved the Value Engineering Cost Proposal (VECP) for the realignment of the pipeline which was initiated by Mike Bubalo Construction Company (MBCC) to relocate a section of the recycled water pipeline with the objective of shortening the overall length within the City of Fontana, reduce project costs and minimize the construction impacts to the local residential neighborhood. The revised alignment reduced the Segment B pipeline length by approximately 2,500 linear feet excluding the piping within the RP-3 recharge site.

As part of the VECP, MBCC provided staff with a conceptual design to locate the piping and control valves on the west side of the RP-3 basins. In lieu of the conceptual design, Agency staff is in favor of an alternative alignment to locate the valving station and piping further to the east side of the RP-3 Basin. Although this change will require additional project expenditures, the benefits of the favored alignments include:

- 1) The splitter box will be located within the security of the RP-3 facility which will make it less vulnerable to vandalism.
- 2) Distance the plunger valves and splitter box from residences to reduce potential future noise complaints.
- 3) Enhance the connectivity between the RP-3 sub-basins to maximize operational flexibility.

A request for deviation was initiated by Agency staff to make these proposed changes. Following an extensive review and negotiation, MBCC provided a proposed change order in the amount of \$280,510.66 (inclusive of all material, labor, and equipment costs). Although it is anticipated that all Segment B project components off-site of RP-3 will be on-line and functional manually by August 14, 2015, additional time will be needed to complete the proposed change order work and other components associated with the automation of the groundwater recharge components of this project. It is expected that all construction activities will be fully completed by October 2015.

To support these changes to the construction contract, additional construction management services will also be needed for this project. In April, 2014, the Board approved an amendment to the master contract with Butier Engineering, Inc. (BE) for the On-Call Construction Management and Inspection Services for the Wineville Segment A and B projects for a not-to-exceed total amount of \$1,875,000. Although the increased inspection costs associated with the relocation of pipe manufacturing to Mexico have been fully absorbed within the existing task orders to BE to date, the proposed change will extend services beyond the previously planned budget. It is proposed that the BE task order be amended by \$95,000 to cover the time necessary for all remaining work.

The Wineville Extension Recycled Water Pipeline, Segment B project is part of the Agency's Water Reliability Business Goal to develop and implement an integrated water resource

management plan that promotes cost-effective, reliable, efficient, and sustainable water use along with economic growth within the IEUA Service Area.

PRIOR BOARD ACTION

On December 17, 2014, the Board approved the Value Engineering Cost Proposal for the realignment of the pipeline on the Wineville Extension Recycled Water Pipeline.

On May 21, 2014, the Board of Directors approved the award of the construction contract for the Wineville Extension Recycled Water Pipeline Segment B, Project No. EN13045 to MBCC for their low bid of \$8,900,000.

On April 16, 2014, the Board of Directors approved a contract amendment to Butier Engineering Inc., for construction management services for the Wineville Extension Recycled Water Pipeline Segment A and Segment B Projects, No.'s EN06025 and EN13045 for a not-to-exceed total amount of \$1,875,000.

IMPACT ON BUDGET

If approved, the total construction contract change order for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045 for a not-to-exceed cost of \$280,510.66 and the amendment to Task Order No.2 for Butier Engineering, Inc. for the On-Call Construction Management and Inspection Services for a not-to-exceed cost of \$95,000 are within the total project budget of \$11,880,300 within the Recycled Water (WC) Fund.

Wineville Extension Recycled Water Pipeline, Segment B Construction Contract Change Order

Project No. EN13045
August 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

David Mendez
Acting Deputy Manager of Engineering

Adham Almasri, P.E.
Project Manager

Project Background/Request

- Construction Contract award: May 2014
- Value Engineering Cost Proposal (VECP) approved: December 2014
- RP-3 onsite piping design proposed by the contractor
- Agency staff favors an alternative with the following benefits:
 - Reduce risk of vandalism
 - Reduce noise to neighboring residences
 - Enhance connectivity to Recharge Cells 2 and 3
- Alternative costs \$280,510.66
- VECP credit included



Modifications to RP-3 Splitter Box

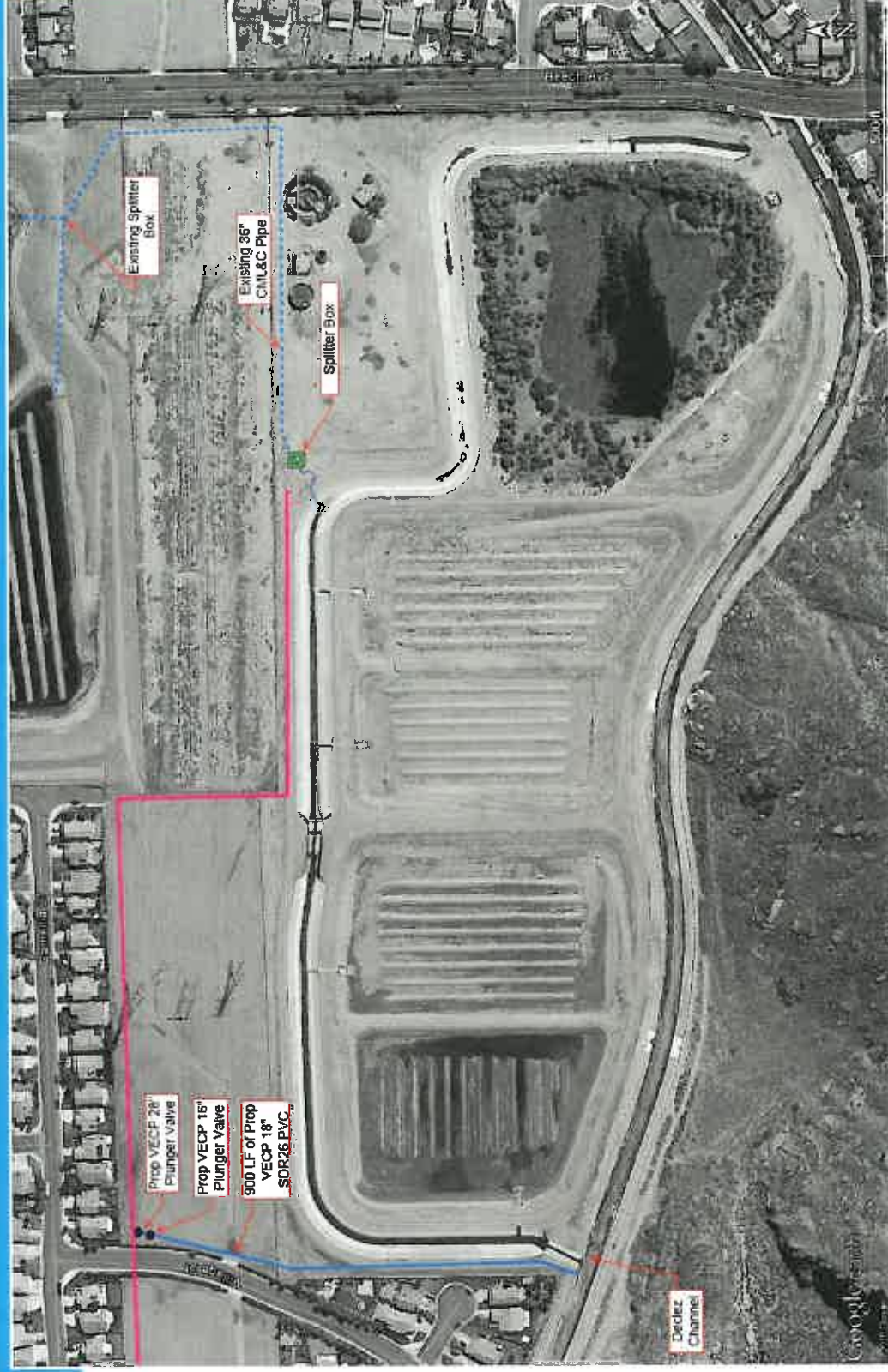
Construction Management Background/Request

- Construction Management by Butier Engineering
- Existing Task Order
 - Approved by the Board of Directors: April 2014
 - Segment B Task Order Amount: \$804,496
 - Current Term: December 31, 2016
- Proposed Task Order Amendment
 - Not-to-exceed amount of \$95,000
 - Oversee remaining project construction
 - Driven by increased Mexico pipeline production inspection costs (On-Site Technical Services)

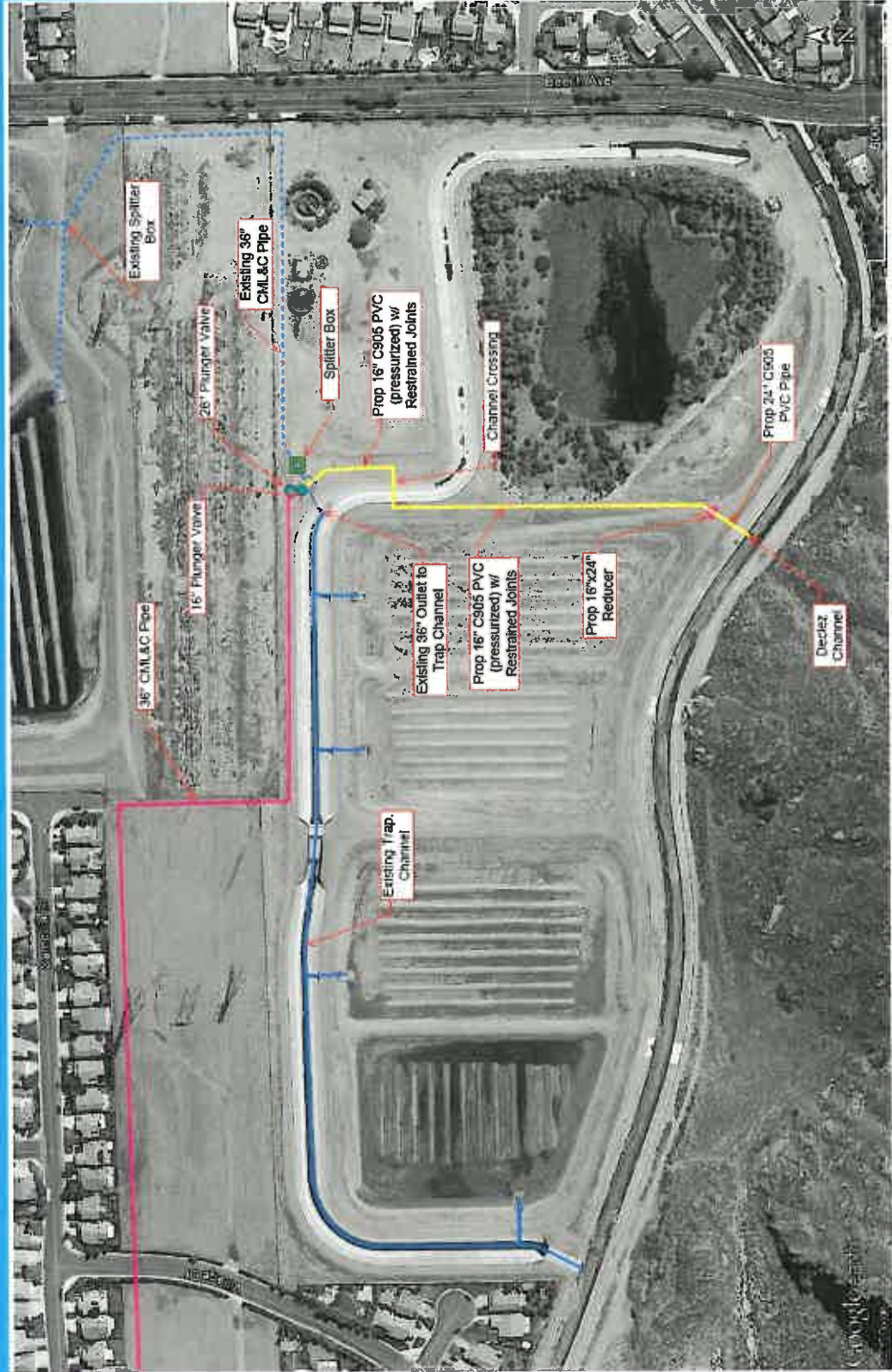


Trench Excavation of Segment B within Easement

Value Engineering Design



Proposed Change Order Design



Agency Goal/Recommendation

- Staff recommends the Board approve:
 - A construction contract change order with Mike Bubalo Construction for the Wineville Extension Recycled Water Pipeline, Segment B, Project No. EN13045, for the not-to-exceed amount of \$280,510.66;
 - An amendment to the Butier Engineering Task Order No. 2, for the not-to-exceed amount of \$95,000.

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




**CONSENT
CALENDAR
ITEM**


1G

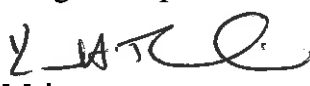
Date: August 19, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(08/12/15)
Finance, Legal, and Administration Committee (08/12/15)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Ernest Yeboah 
Executive Manager of Operations/AGM

Ken Tuliau 
Manager of Maintenance

Subject: Master Service Contract Awards for Painting

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the award of Master Service Contracts to perform painting services for the Agency's facilities and process piping systems for a total aggregate not-to-exceed amount of \$300,000 over a five-year period to the following:
 - KCC Painting (Contract No. 4600001946)
 - U. S. National Corporation (Contract No. 4600001949)
 - Tony Painting (Contract No. 4600001947); and
2. Authorize the General Manager to execute the contracts.

BACKGROUND

The Agency owns numerous facilities and process structures that require painting and protective coating. On a routine basis, these facilities and structures require repainting or recoating service to preserve the aesthetics and functionality against damage from exposure to the environment. Having a multi-year contract with a number of reputable and highly qualified painting service providers ensures that the majority of the contract terms (e.g., rates, insurance, indemnification

Master Service Contract Awards for Painting

August 19, 2015

Page 2 of 2

language, etc.) are established up front, which will expedite the service. On an as-needed basis, staff will issue a task order for any work required.

Staff issued a Request for Proposal (RFP) for a five-year contract through The BidNet Network online solicitation system. Six responsive proposals were received from:

1. A.J. Fistes Corporation
2. Color New Company
3. CTG Construction
4. KCC Painting
5. Tony Painting
6. U.S. National Corporation

A review of all responsive proposals focused on proposed labor categories and associated labor rates. Based upon that review, the responses were shortlisted down to three contractors; KCC Painting, U.S. National Corporation, and Tony Painting. Reference (background) checks, as well as contractor license checks, were then completed. Staff determined that all three contractors appeared competent and capable of handling task order assignments.

PRIOR BOARD ACTION

In 2009, the Board approved Contract No. 460000362 to KCC Painting, Contract No. 460000363 to JFP Company, and Contract No. 460000364 to Industry Coatings, for on-call/as-needed painting services. The Agency received good service and competitive pricing due to the negotiated task-order solicitation process from these qualified contractors.

IMPACT ON BUDGET

If approved, sufficient funds are available in FYs 2015/16 and 2016/17, under Project No. PA16002 and PA17002, respectively, and will be included in the project budgets for the following three fiscal years, to support the five-year contract services related to the painting or repainting of Agency's facilities and process areas.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT NUMBER: 4600001946
FOR
MASTER PAINTING CONTRACTOR SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and KCC General Construction, Inc., of Walnut, California (hereinafter referred to as "Contractor"), for the procurement and application of various interior and exterior painting and coating products; related to providing protection and an improved appearance for structures and equipment Agency-wide.

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

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

Project Manager: Charlie Batongmalaque
Address: 2662 East Walnut Street
Ontario, California, 91761
Telephone: (909) 993-1883
Facsimile: (909) 947-1987
Cell: (909) 346-2638
Email: cbatong@ieua.org

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

Contractor: Jacob Han
Address: 241 Paseo Sonrisa
Walnut, California 91789
Telephone: (909) 595-2080
Facsimile: (909) 595-2097
Cell: (909) 595-2080
Email: kccpainting@gmail.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600001946.
 - B. Contract Number 4600001946 General Terms and Conditions.
 - C. Agency's RFP-HD-15-029, dated May 15, 2015, Attachment A
 - D. Contractor's proposal, dated June 1, 2015, Attachment B

4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
 - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-15-029, dated May 15, 2015 (Attachment A) and Contractor's proposal dated June 1, 2015, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
 - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
 - C. More specifically, the work for this contract shall include the procurement and application interior or exterior paint (or other specified coating) to Agency structures and/or equipment, as directed by the Project Manager.
 - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and; should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.

5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 - A. The Contract Number – 4600001946, and
 - B. The Contract Release Purchase Order Number – 45000 _____

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

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600001946
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600001946. The Project Manager will review the submitted invoice in a timely manner.

As compensation for the completion of the work represented by this Contract, the Agency shall pay Contractor's invoices up to the NOT-TO-EXCEED total authorized amount of **each Task Order** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date of the Task Order, without an Amendment to the Task Order or this Contract.

Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$100,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

Agency may, at any time, make changes to the Scope of Work within an assigned Task Order, including additions, reductions, and/or changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Task Order and incorporated into this Contract. The Total Authorized Amount and Term of the Task Order shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

1. Shall report for work in a manner fit to do their job; and
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. Contractor shall submit a Waiver of Subrogation associated with the Contractor's Workers Compensation Policy.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
 2. **Workers' Compensation and Employers Liability Coverage**

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

3. All Coverages

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

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Inland Empire Utilities Agency
Attn: Manager of Safety and Risk Management
P.O. Box 9020
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such

existing, at the time services are rendered, 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, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated,

and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration 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, which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. OWNERSHIP OF WORK MATERIALS: The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

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

Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

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

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

Contractor: Jacob Han
KCC General Construction, Inc.
241 Paseo Sonrisa
Walnut, California 91789

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.

18. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
19. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked

"Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
22. GOVERNING LAW: This Contract is to be governed by and construed in accordance with the laws of the State of California, County of San Bernardino.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

KCC GENERAL CONSTRUCTION,
INC.:

P. Joseph Grindstaff
General Manager

(Date)


Jacob Han
Manager

7-20-15
(Date)



**CONTRACT NUMBER: 4600001949
FOR
MASTER PAINTING CONTRACTOR SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and U.S. National Corp., of Panorama City, California (hereinafter referred to as "Contractor"), for the procurement and application of various interior and exterior painting and coating products; related to providing protection and an improved appearance for structures and equipment Agency-wide.

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

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

Project Manager: Charlie Batongmalaque
Address: 2662 East Walnut Street
Ontario, California, 91761
Telephone: (909) 993-1883
Facsimile: (909) 947-1987
Cell: (909) 346-2638
Email: cbatong@ieua.org

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

Contractor: Adam Schuman
Address: 14416 Chase Street #4929
Panorama City, California 91412
Telephone: (818) 894-8420
Facsimile: (not available)
Cell: (661) 212-1351
Email: aschuman@usnationalcorp.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600001949.
 - B. Contract Number 4600001949 General Terms and Conditions.
 - C. Agency's RFP-HD-15-029, dated May 15, 2015, Attachment A
 - D. Contractor's proposal, dated June 2, 2015, Attachment B
4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall include, but shall not be limited to:
- A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-15-029, dated May 15, 2015 (Attachment A) and Contractor's proposal dated June 2, 2015, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
 - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
 - C. More specifically, the work for this contract shall include the procurement and application interior or exterior paint (or other specified coating) to Agency structures and/or equipment, as directed by the Project Manager.
 - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and, should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.
5. TERM: The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
- A. The Contract Number – 4600001949, and
 - B. The Contract Release Purchase Order Number – 45000_____

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

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600001949
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600001949. The Project Manager will review the submitted invoice in a timely manner.

As compensation for the completion of the work represented by this Contract, the Agency shall pay Contractor's invoices up to the NOT-TO-EXCEED total authorized amount of **each Task Order** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date of the Task Order, without an Amendment to the Task Order or this Contract.

Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$100,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

Agency may, at any time, make changes to the Scope of Work within an assigned Task Order, including additions, reductions, and/or changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Task Order and incorporated into this Contract. The Total Authorized Amount and Term of the Task Order shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

1. Shall report for work in a manner fit to do their job; and
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. Contractor shall submit a Waiver of Subrogation associated with the Contractor's Workers Compensation Policy.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
 2. **Workers' Compensation and Employers Liability Coverage**

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

3. All Coverages

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

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Inland Empire Utilities Agency
Attn: Manager of Safety and Risk Management
P.O. Box 9020
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such

existing, at the time services are rendered, 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, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated,

and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration 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, which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. OWNERSHIP OF WORK MATERIALS: The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

16. **LIENS:** Contractor represents that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person. Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

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

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

Contractor: Adam Schuman, Operations Manager
U.S. National Corp.
14416 Chase Street #4929
Panorama City, California 91412

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.

18. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

19. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and

indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

20. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
24. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY;
(A MUNICIPAL WATER DISTRICT)

U.S. NATIONAL CORP.:

P. Joseph Grindstaff
General Manager

(Date)



Adam Schuman
Operations Manager



(Date)



**CONTRACT NUMBER: 4600001947
FOR
MASTER PAINTING CONTRACTOR SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and Tony Painting, of Garden Grove, California (hereinafter referred to as "Contractor"), for the procurement and application of various interior and exterior painting and coating products; related to providing protection and an improved appearance for structures and equipment Agency-wide.

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

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

Project Manager: Charlie Batongmalaque
Address: 2662 East Walnut Street
Ontario, California, 91761
Telephone: (909) 993-1883
Facsimile: (909) 947-1987
Cell: (909) 346-2638
Email: cbatong@ieua.org

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

Contractor: Ante Marijanovic
Address: 7291 Garden Grove Blvd, Suite A
Garden Grove, California 92841
Telephone: (714) 899-5303
Facsimile: (714) 899-5305
Cell: (562) 277-6699
Email: tonyspaintingsb@yahoo.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 - A. Amendments to Contract Number 4600001947.
 - B. Contract Number 4600001947 General Terms and Conditions.
 - C. Agency's RFP-HD-15-029, dated May 15, 2015, Attachment A
 - D. Contractor's proposal, dated June 1, 2015, Attachment B

4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
 - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-15-029, dated May 15, 2015 (Attachment A) and Contractor's proposal dated June 1, 2015, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
 - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
 - C. More specifically, the work for this contract shall include the procurement and application interior or exterior paint (or other specified coating) to Agency structures and/or equipment, as directed by the Project Manager.
 - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and; should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.

5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 - A. The Contract Number – 4600001947, and
 - B. The Contract Release Purchase Order Number – 45000_____

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

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600001947
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

To: APGroup@ieua.org

1. Scan the invoice as a PDF file
2. Attach the scanned file to an email
3. A/P staff will acknowledge receipt of the invoice.

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600001947. The Project Manager will review the submitted invoice in a timely manner.

As compensation for the completion of the work represented by this Contract, the Agency shall pay Contractor's invoices up to the NOT-TO-EXCEED total authorized amount of **each Task Order** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date of the Task Order, without an Amendment to the Task Order or this Contract.

Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$100,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

Agency may, at any time, make changes to the Scope of Work within an assigned Task Order, including additions, reductions, and/or changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Task Order and incorporated into this Contract. The Total Authorized Amount and Term of the Task Order shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

1. Shall report for work in a manner fit to do their job; and
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. Contractor shall submit a Waiver of Subrogation associated with the Contractor's Workers Compensation Policy.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
 2. **Workers' Compensation and Employers Liability Coverage**

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

3. All Coverages

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

D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such

existing, at the time services are rendered, 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, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

- D. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated,

and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration 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, which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. OWNERSHIP OF WORK MATERIALS: The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

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

Contractor shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

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

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

Contractor: Ante Marijanovic, President / CEO
Tony Painting
7291 Garden Grove Blvd, Suite A
Garden Grove, California 92841

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.

18. **SUCCESSORS AND ASSIGNS**: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

19. **PUBLIC RECORDS POLICY**: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked

"Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

TONY PAINTING:

P. Joseph Grindstaff
General Manager

(Date)



Ante Marijanovic
President / CEO

7/30/15
(Date)