

NOTICE OF SPECIAL MEETING

**OF THE
BOARD OF DIRECTORS
OF THE**



**WILL BE HELD ON
WEDNESDAY, OCTOBER 14, 2015
10:00 A.M.
AT THE OFFICE OF THE AGENCY
6075 KIMBALL AVENUE, BUILDING A
CHINO, CA 91710**



AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

**WEDNESDAY, OCTOBER 14, 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. Antonio Arrellano, Safety Analyst, hired on 10/12/15 (Claudia Neighbors)

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 September 2, 2015 Board Workshop meeting; and the September 16, 2015 Board meeting.

B. **TREASURER'S REPORT ON GENERAL DISBURSEMENTS**

It is recommended that the Board approve the total disbursements for the month of August 2015 in the amount of \$13,263,433.81.

C. **INTERNET-BASED SOLICITATION AND BIDDING SERVICES**

It is recommended that the Board:

1. Approve award of a five-year competitively-let contract with two one-year options to Planet Bids; and
2. Authorize the General Manager to execute the contract.

D. **CONTRACT AWARD FOR BANKING SERVICES TO CITIZENS BUSINESS BANK**

It is recommended that the Board:

1. Approve Contract Number 4600001986 for banking services to Citizens Business Bank for a five-year contract with an option to extend for two additional years; and
2. Authorize the General Manager to execute the contract.

E. **ADOPTION OF RESOLUTION NO. 2015-10-1, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM**

It is recommended that the Board:

1. Adopt Resolution No. 2015-10-1, approving the application for grant funds from the Recreation Trails Program from the California Department of Parks and Recreation; and
2. Authorize the General Manager or his designee to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, and amendments, which may be necessary for the completion of the projects.

F. CONTRACT AWARD FOR THE 2015 URBAN WATER MANAGEMENT PLANS

It is recommended that the Board:

1. Award a professional services contract to ARCADIS U.S., Inc. for the development of two 2015 Urban Water Management Plans including a land use-based water demand model (Project No. WR16026), for a not-to-exceed amount of \$334,540; and
2. Authorize the General Manager to execute the contract.

G. CONSULTANT CONTRACT AMENDMENT – WATER QUALITY LABORATORY

It is recommended that the Board:

1. Approve the Consultant Contract Amendment No. 1 to The Austin Company for the Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$71,500;
2. Authorize the General Manager to execute the contract amendment.

2. ACTION ITEM

A. CONSTRUCTION CONTRACT AWARD FOR THE MONTCLAIR FLOW SPLITTER BOX AND METERING STATION UPGRADES

It is recommended that the committee/Board:

1. Approve the construction contract award for J.F Shea Construction for the Montclair Splitter Box and Metering Station Upgrades, Project No. EN13018 in the amount of \$557,565; and
2. Authorize the General Manager to finalize and execute the contract.

B. ENERGY STORAGE SERVICES AGREEMENT WITH ADVANCED MICROGRID SOLUTIONS, INC.

It is recommended that the Board:

1. Approved the Energy Storage Services Agreement between Inland Empire Utilities Agency and Advanced Mircrogrid Solutions, Inc. (AMS); and
2. Authorize the General Manager to finalize and execute the Agreement subject to non-substantive changes.

3. INFORMATION ITEMS

- A. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)
- B. FY 2014/15 BUILDING ACTIVITY SUMMARY TEN-YEAR GROWTH SURVEY (POWERPOINT)
- C. MWD AND DROUGHT UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

- D. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)
- E. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- F. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)
- G. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)
- H. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)
- I. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)
- J. FEDERAL LEGISLATION MATRIX (WRITTEN)
- K. FUNDING OF ESTIMATE WORKERS' COMPENSATION LIABILITIES (WRITTEN)
- L. FY 2014/15 FOURTH QUARTER BUDGET VARIANCE, PERFORMANCE GOALS AND UPDATES, AND BUDGET TRANSFERS (WRITTEN)
- M. ANNUAL WATER USE REPORT FOR FISCAL YEAR 2014/15 (WRITTEN)
- N. RECYCLED WATER FY 2014/15 UPDATE (POWERPOINT)

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

4. **AGENCY REPRESENTATIVES' REPORTS**
 - A. **SAWPA REPORT (WRITTEN)**
 - B. **MWD REPORT (WRITTEN)**
 - C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**
(Meeting was cancelled for October 1)
 - D. **CHINO BASIN WATERMASTER REPORT (WRITTEN)**
5. **GENERAL MANAGER'S REPORT**
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 Cihigoyenetché
 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

10. **ADJOURN**

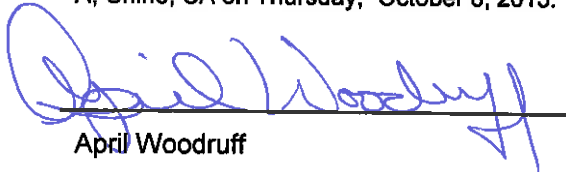
*A Municipal Water District

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

Proofed by: SR

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, October 8, 2015.


April Woodruff

**CONSENT
CALENDAR
ITEM**

1A



**MINUTES OF THE
WORKSHOP
OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, SEPTEMBER 2, 2015
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTOR ABSENT:

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
Pietro Cambiaso, Supervisor-Environmental Compliance and Energy
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Jason Gu, Grants Officer
Paula Hooven, Financial Analyst II
Alex Lopez, Senior Financial Analyst
Jeff Noelte, Deputy Manager of Technical Services
Jesse Pompa, Senior Associate Engineer - PE
Jeannette Smith, Accountant I
Shaun Stone, Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, Cihigoyenette, Grossberg, and Clouse

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

President Catlin called the meeting to order at 10:03 a.m., and he led the pledge of allegiance to the flag. A quorum was present.

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

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

1. ENERGY MANAGEMENT PLAN WORKSHOP

Supervisor-Environmental Compliance and Energy, Pietro Cambiaso gave a PowerPoint presentation on the Energy Management Plan (EMP). He stated that the purpose of the workshop is to introduce the Energy Management Plan (EMP). He discussed the Plan's goals and objectives and how these goals and objectives will be achieved in a cost-effective manner. He said that the EMP is a comprehensive and detailed plan for each facility. He focused on the current energy usage. Mr. Cambiaso stated that over the last six years, the energy usage at the Agency has been steady overall. It dropped in 2009, with the implementation of Fuel Energy Efficiency Project at RP-1 and the IERCF. Since then it has been increasing primarily due to usage from recycled water pumping, which is consistent with the recycled water usage. He noted that the annual peak demand for 2013/14, may change between 8,000 and 10,000 kW, basically a change within 20% for the year. He also stated that daily peak demands could change within the same 24 hours. This is critical if the Agency wants to achieve peak power independence, because the Agency would have to be sure that we have an export agreement with Edison, or the Agency has an option to store the energy through the energy storage, and move the peaks to other days. Currently, the Agency has several renewable projects, and overall the projects are meeting the peak demand goal by 60-70%. Mr. Cambiaso reported that over the last few months, the Renewal Energy Efficiency Project (REEP) is being commissioned and for now, it looks to be achieving the goal. Mr. Cambiaso reported RP-1 is close to peak generation, and sometime within the year, the Agency may be allowed to export. He stated that the only site that the Agency may have a gap between the demand and the generation is RP-4. He further stated that one of the benefits of the renewable project is the Green House Gas (GHG) reduction achieved for the last six years. The Agency was able to achieve approximately 36%. It is not required to report and track the GHG emissions; however, after the Agency becomes a registered member of the Climate Registry, the emissions will be verified, which is required for Cap-and-Trade funding. He stated for the remaining GHG emissions, 50% is from energy purchase, and the remaining is from combustion of non-renewable and renewable sources of biogas digestion.

Senior Associate Engineer – PE, Jesse Pompa continued the PowerPoint presentation discussing the demand forecast and how the proposed EMP will allow the Agency to achieve the peak power independence goal by 2020. He stated that another component of the EMP was looking at facility assessments, which meant taking a detailed look at all the Agency's treatment plants and the composting facility. Staff looked at the following: What renewable resources does the Agency currently have on site? Is the Agency optimizing the digester gas production on site? What is the load demand for each facility – how does it vary throughout the year? How do we procure the electricity and the natural gas at each site? How are we taking advantage of the demand response capabilities – could we expand them if possible? He reported that for each site a 20-year energy forecast was generated, and incorporated information from the Wastewater Facilities Master Plan and the Ten Year Capital Improvement Plan, to include any projects that were coming on line over the next 20 years. From that, staff looked at potential energy projects that could be implemented on a site specific basis, based on feasibility and cost-effectiveness. Based on that analysis, staff determined if projects were not feasible, should be slated for further analysis, or moved into short or long term goals for the Agency. Mr. Pompa reviewed the short-term goal projects, which are achievable within the next three years, and that sufficient planning efforts have been completed to become comfortable with implementation. He stated that several of the projects were the results of comprehensive energy audits that were conducted by the Energy Network at no cost to the Agency. The total anticipated capital costs for the short-term goal projects is \$2,825,000, and some of the projects will qualify for funding assistance. He noted that the payback of the efficiency projects would generally be within the next 5-7 years, and would reduce the demand approximately 15%. Mr. Pompa provided the

forecasting demands for over the next 20 years for the Agency total power demand. He stated that this is a representation of meeting the peak power demand by 2020. Mr. Pompa highlighted a couple of the long-term goal projects, which are ones that require more planning to implement or will be outside the three-year window. Mr. Pompa discussed staff's recent efforts; such as completed energy audits, identified efficiency measures, developed an Energy Storage Agreement, and currently evaluating the microturbine project. The next step will be to implement goals and strategies identified, complete a Programmable EIR, and update the EMP every two years.

Director Camacho left the meeting room at 10:20 a.m.

Director Camacho entered the meeting room at 10:24 a.m.

2. LONG RANGE PLAN OF FINANCE WORKSHOP

Manager of Finance and Accounting, Javier Chagoyen-Lazaro gave a PowerPoint presentation on the 2016 Long Range Plan of Finance. Mr. Chagoyen-Lazaro stated an element of long term financial planning is identifying and planning for potential changes in economic or environmental conditions that may negatively impact the Agency's financial stability. He provided different scenarios and assumptions to "stress test" the Agency's financial strength for FYs 2015/16 through 2024/25. He stated that the adopted Biennial Budget and Ten Year Capital Improvement Plan (TYCIP) serves as the "baseline" for comparing three scenarios that will significantly change some of the Agency's major funding sources. For each scenario, the fiscal impact on the Agency's program fund reserves and total debt coverage ratio were identified, along with some of the potential remedies for recovering the projected funding shortfalls.

Mr. Chagoyen-Lazaro stated that the Scenario 1 (50% reduction in growth beginning FY 2015/16), assumes an economic downturn, which results in a slowdown in new development and a reduction of 50% in number of connections for both wastewater and water over the Agency's 10-year forecast. The loss of connection fee revenues will adversely impact all of the Agency's program funds reserves, and the allocation of connection fees will be cut in half. He listed some of the remedies, such as: actively pursue all grant opportunities available to support projects included in the TYCIP; additional annual rate increase for wastewater connection fees and water connection fees, add a surcharge on the monthly volumetric EDU rate; and a possible capital call from member agencies to support critical construction projects. Scenario 1 will fund both the reserve level and total DCR, restoring total fund balance to the Baseline level.

Mr. Chagoyen-Lazaro stated that Scenario 2 (100% shift of property taxes by the State beginning FY 2018/19), only considers the loss of approximately \$331 million in property taxes through FY 2024/25, and not the compounding impact of an economic downturn to other funding sources. He stated that the only exception is the early retirement of the \$125 million 2008A Bonds that will be included as one of the potential remedies to mitigate the estimated loss. He noted that in Scenario 2, the Agency program funds with the highest allocation of property taxes are the hardest hit. He listed some of the remedies, such as: actively pursue all grant opportunities available to support projects included in the TYCIP; no early repayment of the \$125 million 2008A Bonds for a favorable cash flow of approximately \$88 million over the ten year period; higher annual increases for wastewater and water connection fees; and imported water (meter unit equivalent) rates. Scenario 2 will improve and recover the reserve balances for all program funds to the level close to the Baseline scenarios.

Mr. Chagoyen-Lazaro stated that Scenario 3 (50% reduction in growth and 50% reduction property taxes) assumes a 50% shift in property taxes by the State beginning in FY 2018/19. The shift aligns with the expiration of the temporary state tax increases approved under Proposition 30. Also, a 50% reduction in the number of new connections for both wastewater and water is assumed from the slowdown in new development as a result of an economic downturn. He listed some of the remedies, such as: actively pursue all grant opportunities available to support projects included in the TYCIP; no early repayment of the \$125 million 2008A Bonds for favorable cash flow of approximately \$88 million over the ten year period; higher annual rate increase for wastewater connection fees; a possible demand deficit capital call from member agencies to support critical construction projects; and an increase in monthly volumetric EDU rates. Scenario 3 will help bring total fund balances and DCR close to the Baseline level.

Mr. Chagoyen-Lazaro reported that the next steps are finalizing the water rates, adoption of the Energy Management Plan, completion of the IRP, schedule a Property Tax Workshop, and follow-up on the Long Range Plan of Finance workshop.

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

Steven J. Elie, Secretary/Treasurer

APPROVED: October 14, 2015



**MINUTES OF THE REGULAR
MEETING OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, SEPTEMBER 16, 2015
10:00 A.M.**

DIRECTORS PRESENT:

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

DIRECTORS ABSENT:

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
Adham Almasri, Senior Engineer
Blanca Arambula, Deputy Manager of Human Resources
Kevin Asprer, Associate Engineer
Sharmeen Bhojani, Manager of Human Resources
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Warren Green, Manager of Contracts and Facility Services
Jason Gu, Grants Officer
Sylvie Lee, Manager of Planning and Environmental Resources
Bill Leever, Groundwater Recharge Coordinator
Nasrin Maleki, Senior Engineer
Matt Melendrez, Deputy Manager of Operations
John Scherck, Acting Deputy Manager of Construction Management
Rachael Solis, Supervisor of Engineering Administration
Shaun Stone, Manager of Engineering
Ken Tuliau, Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
Jamal Zughbi, Senior Engineer
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, Cihigoyenette, Grossberg, & Clouse

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

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

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

President Catlin asked if there were any changes/additions/deletions to the agenda. General Manager Joseph Grindstaff requested that the Board move Information Item 31, Engineering and Construction Management Monthly Updates, from "Received and Filed" to be presented before the Board. It was the consensus of the Board to do so.

NEW HIRE INTRODUCTION

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

- Mr. William Leever, Groundwater Recharge Coordinator, hired 6/22/15
- Mr. Kevin Asprer, Associate Engineer, hired on 7/13/15

Executive Manager of Engineering/Assistant General Manager Chris Berch introduced the following new employee:

- Mr. Shaun Stone, Manager of Engineering, hired on 8/31/15

The Board welcomed Messrs. William Leever, Kevin Asprer, and Shaun Stone to the IEUA team.

1. CONSENT CALENDAR

President Catlin 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 Camacho, seconded by Director Elie, and unanimously carried:

M2015-9-1

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the August 19, 2015, Board meeting, and the August 5, 2015 Special Joint Workshop of the IEUA Board and Regional Policy Committee.
- B. The Board approved the total disbursements for the month of July 2015, in the amount of \$18,602,805.09.
- C. The Board approved the carry forward of open encumbrances and related budget in the amount of \$15,646,000 from FY 2014/15 to FY 2015/16.
- D. The Board adopted Resolution No. 2015-9-1, authorizing the General Manager, or his designee, to sign and file an application with the State Water Resources Control Board (SWRCB) for a Planning Grant Financial Assistance Agreement through the Water Recycling Planning Program for the development of a feasibility study for a recycled water interconnection with Monte Vista Water District (MVWD) and the City of Pomona (Pomona).

Continued...

RESOLUTION NO. 2015-9-1
RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO
COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO
APPLY FOR A FINANCIAL ASSISTANCE BRANT FOR THE
FEASIBILITY STUDY OF A RECYCLED WATER
INTERCONNECTION BETWEEN THE CITY OF POMONA,
MONTE VISTA WATER DISTRICT AND INLAND EMPIRE
UTILITIES AGENCY (for full text, see Resolution Book)

E. The Board:

1. Approved the FY 2015/16 Internal Audit (IA) Annual Audit Plan; and
2. Directed the Manager of Internal Audit to finalize the FY 2015/16 Annual Audit Plan.

F. The Board:

1. Approved the construction contract award for the NRW collection System Manhole Upgrades FY 2015/16, Project No. EN15046, and Collection system Manhole Upgrades FY 2015/16, Project No. EN15045, to Genesis Construction for their low bid of \$594,777; and
2. Authorized the General Manager to execute the contract.

G. The Board:

1. Approved a Task Order Change Order for the RP-1 Flare System Improvements, new iron sponge installation, Project No. EN13046, to W.A. Rasic Construction for the lump sum amount of \$160,278; and
2. Authorized the General Manager to finalize and execute the Change Order.

H. The Board:

1. Approved an engineering services contract amendment for Stantec Consulting, Inc. for the Recycled Water Program, Southern Project Area, for the not-to-exceed fee of \$48,746; and
2. Authorized the General Manager to finalize and execute the contract amendment.

Continued....

M2015-9-1, continued

I. The Board:

1. Approved an amendment to the Memorandum of Understanding (MOU) agreement between IEUA and Eastern Municipal Water District for the implementation and management of a multi-agency Freesprinklenozzles.com Voucher Program (Phase VI) for a not-to-exceed amount of \$243,750; and
2. Authorized the General Manager to finalize and execute said agreement.

J. The Board:

1. Approved Contract No. 460000019734 to Univar USA, Inc. establishing a two-year contract for the supply of 25% Sodium Bisulfite with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorized the General Manager or his designee to execute the contract with the three potential contract extensions.

- K. The Board adopted Resolution No. 2015-9-5, excusing the absence of Director Gene Koopman from regular Board meetings pursuant to bylaw Section 101.

RESOLUTION NO. 2015-9-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, EXCUSING THE ABSENCE OF DIRECTOR GENE KOOPMAN FROM REGULAR BOARD MEETINGS PURSUANT TO BYLAWS SECTION 101 *(for full text, see Resolution Book*

2. ACTION ITEMS

A. ADOPTION OF RESOLUTION NOS. 2015-9-2, 2015-9-3, AND 2015-9-4, FOR THE 2015 DROUGHT RELIEF RECYCLED WATER SUPPLY OPTIMIZATION PROGRAM

Grants Officer Jason Gu stated that staff is recommending that the Board adopt Resolutions Nos. 2015-9-2 through 2015-9-4, and authorize the General Manager to execute a Memorandum of Understanding (MOU) with the City of Ontario, which would allow the Agency to apply for a SRF loan/grant with the State Water Resources Control Board (SWRCB) for the 2015 Drought Relief Recycled Water Supply Optimization Program. Mr. Gu reported that in April 2015, the SWRCB announced the Proposition 1 Water Recycling Grant Program, which provides for 35% Prop 1 grant with a maximum \$15 million per project, in addition to the 1% Interest Incentive SRF loan funding that the SWRCB approved March 2014. He stated that the Agency and the City of Ontario are jointly working on a SRF loan/grant application for the Drought Relief Recycled Water Supply Optimization Program. He noted that this joint project has an estimated total cost of \$55.2 million. Mr. Gu further stated that the application is seeking a \$15,000,000 Prop

1 grant, and the balance will be the 1% SRF loan shared proportionately by Ontario and the Agency.

The projects included in the application are:

Sub-Project	Description	Project No.	Amount
San Sevaine Basin Improvements	Construct a small pump station and 2,000-foot pipeline from Basin 5 to Basin 3	EN13001	\$6,000,000
RP-1 1158 RWPS Upgrades	Upsize the pump station for GWR demands	EN14042	\$4,000,000
RP-5 RW Pipeline Bottleneck	Evaluate upsize of the RP-5 RW piping system	EN14043	\$1,200,000
RP-1 Parallel Outfall Pipeline	Construct 11,800 LF of pipeline from RP-1 to Riverside Drive	EN19003	\$5,000,000
RW Pressure Sustaining Valve	Install pressure sustaining valves on high-volume users of recycled water in order to maintain system pressure	EN16034	\$1,700,000
930-800 West CCWRF PRV	Construct a Pressure Relief Valve to send water from the 930 pressure zone to the 800 pressure zone for CCWRF	EN17007	\$600,000
Napa Lateral/Speedway/CSI	Construct 11,330 LF of RW/WW pipeline and pump station to connect the speedway and steel plant to IEUA Treatment Plant	WR15021	\$6,000,000
Baseline Recycled Water Extension	Extend the Baseline Avenue RW pipeline by 6,800 LF to Cherry Avenue in the City of Fontana	WR08030	\$3,500,000
IEUA Funding Total			\$28,000,000
Ontario Euclid/Riverside RW Pipelines	Expand the City's RW distribution system by adding 18 miles of pipelines, including laterals, and irrigation booster pump retrofits.	Ontario	\$20,000,000
Ontario Funding Total			\$20,000,000
Contingency - 15%			\$7,200,000
Total Project Cost			\$55,200,000

Mr. Gu stated that the City of Ontario has adopted an MOU, approving the Euclid and Riverside Recycled Water Pipeline project budget in the amount of \$20,000,000, SRF loan repayment, and fee for IEUA's grants administration. A detailed inter-agency reimbursement agreement between IEUA and Ontario will be negotiated upon approval of the funding by SWRCB.

He stated that a \$7,200,000 contingency is included in the application and is available for both agencies on an as needed basis for unforeseen change orders to avoid unnecessary grant contract amendments. IEUA and Ontario are not obligated if the contingency is not needed. The unused loan will be returned to the State.

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

M2015-9-2

MOVED, to:

1. Adopt Resolution No. 2015-9-2, authorizing the General Manager to sign and file an application and agreement with the State Water Resources Control Board (SWRCB), for the 2015 Drought Relief Recycled Water Supply Optimization Program, Phase I Project (Project);

RESOLUTION NO. 2015-9-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE FINANCIAL ASSISTANCE APPLICATIONS AND AGREEMENTS WITH THE STATE WATER RESOURCES CONTROL BOARD, FOR THE 2015 DROUGHT RELIEF RECYCLED WATER SUPPLY OPTIMIZATION PROGRAM, PHASE I PROJECT
(for full text, see Resolution Book)

2. Adopt Resolution No. 2015-9-3, pledging net revenues for the repayment of the State Revolving Fund (SRF) loan from the SWRCB for the Project;

RESOLUTION NO. 2015-9-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, DEDICATING CERTAIN REVENUES FOR THE REPAYMENT OF STATE REVOLVING FUND (SRF) FINANCING FROM THE STATE WATER RESOURCES CONTROL BOARD FOR THE 2015 DROUGHT RELIEF RECYCLED WATER SUPPLY OPTIMIZATION PROGRAM, PHASE I PROJECT *(for full text, see Resolution Book)*

3. Adopt Resolution No. 2015-9-4, establishing its intention to be reimbursed for expenditures related to the construction of the Project; and

RESOLUTION NO. 2015-9-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO BE REIMBURSED FOR EXPENDITURES RELATED TO THE CONSTRUCTION OF PUBLIC FACILITIES AND IMPROVEMENT RELATED TO THE 2015 DROUGHT RELIEF RECYCLED WATER SUPPLY OPTIMIZATION PROGRAM, PHASE I *(for full text, see Resolution Book)*

4. Authorize the General Manager to execute an MOU with the City of Ontario (City) that allows IEUA to apply for the SRF Loan/Grant for the City, and authorizing the IEUA to manage the funding for the City.

3. INFORMATION ITEMS

A. MWD AND DROUGHT UPDATE

Executive Manager of Engineering/AGM Chris Berch provided an update on the CII Turf Removal applications. He reported that it's getting to a point where we're starting to see some of the turf rebates being paid under the original \$450 million that was set. There is a stand-by pool of approximately \$40 million of applications that were on hold pending consideration, when others drop out. He reported that people have not dropped yet; however, it is expected that it will happen shortly, and it is anticipated that all applications on the waiting list will be funded if the rules are followed. He reported from February 1, 2014 through August 31, 2015, 340 applications were submitted; 6,794,641 sq. ft. of turf was removed; and 90 sites were completed and paid.

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT) (reordered from Information Item #3.I)

Acting Deputy Manager of Construction Management John Scherck gave a PowerPoint presentation on the Engineering and Construction Management Project Updates. He gave an overview of the Wineville Recycled Water Pipeline Extension Segment B – 95% complete; SCADA Enterprise System CCWRF - 48% complete; New Water Quality Laboratory Project – 50% lab design complete; and Agency-wide HVAC Improvements, Package No. 3 – new project. He also provided a list of 7 minor construction projects, and 25 emergency projects for the 2014/15 fiscal year.

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

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 AGRICULTURAL RESOURCES (WRITTEN)

G. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

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

I. STATE LEGISLATION TRACKING (WRITTEN)

J. ENGINEERING AND CONSTRUCTION MANAGEMENT PROGRAM MANAGEMENT PLAN (WRITTEN)

K. FOLLOW-UP AUDIT REPORT OF OUTSTANDING RECOMMENDATIONS INTERCOMPANY RECEIVABLES (WRITTEN)

L. REGIONAL CONTRACT REVIEW - INTERIM AUDIT REPORT FOR THE CITY OF ONTARIO (WRITTEN)

M. EXTERNAL FINANCIAL AND SINGLE AUDIT SERVICES REQUEST FOR PROPOSAL PROCESS AND AUDIT COMMITTEE FINANCIAL ADVISOR CONTRACT EXTENSION (WRITTEN)

N. INTERNAL AUDIT (IA) DEPARTMENT STATUS REPORT FOR SEPTEMBER 2015

4. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

President Catlin stated that Director Hall attended the meeting as his alternate, as he was unable to attend the SAWPA meeting. President Catlin reported that one of the big items that was approved by the Commission, was having SAWPA employees take on the share of their portion of PERS.

B. MWD REPORT

Director Camacho mentioned that he was unable to attend the MWD meetings due to Agency business.

General Manager Joseph Grindstaff reported MWD has circulated at staff level, which they will be presenting before the Board, an information item that includes MWD taking on responsibility for recycling from the Los Angeles County Sanitation District plant. The goal will be that they recycle everything at the Carson plant, similar to the groundwater replenishment system. They would RO all the effluent and bring it back upstream. He stated that under their Phase III Plan they would bring approximately 30,000 a/f per year to the Chino Basin, which would help the Agency meet the TDS requirements, and it would be a reliable supply of water.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

Meeting was cancelled for September 3.

D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that the settlement documents are close to final. He stated that there was a hearing approximately a month ago, where the City of Chino tried to get the Judge to make a ruling and the Judge declined. There should be a report submitted to the Board to approve the documents agreed upon by the parties and put through the pool process, and once the documents are approved by the Watermaster Board, there will be an opportunity to object. Director Elie said that yesterday, the City of Chino also served most of the Watermaster family, with the exception of the municipals, with requests for admission.

5. GENERAL MANAGER'S REPORT

General Manager P. Joseph Grindstaff mentioned that the Agency has a dispute with SAP since July. During an SAP system audit, it was discovered that the Agency was out of compliance with one of the reporting solutions. He stated that SAP has provided some proposed solutions to the problem; however, the proposed solutions would require spending additional funds not budgeted. The Agency is proposing taking the funds out of the GM Contingency account. SAP is insisting that this issue be resolved by the end of the month, or the proposed solution offers will be off the table. Mr. Grindstaff advised the Board that he may have to use emergency authority to approve approximately \$135,000 contract with SAP. He will bring this item back to the Board for ratification.

Director Hall entered the meeting room at 10:30 a.m.

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

The Board had no requested future agenda items.

7. BOARD OF DIRECTORS' COMMENTS

There were no additional comments from the Board of Directors.

8. CLOSED SESSION

The Board went into Closed Session at 10:31 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) 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 Parties: General Counsel Jean Cihigoyenette; (2) Supplemental Water Transfer/Purchase, Negotiating Party: 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 11:35 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:

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

Martin vs. IEUA, Case No. CIVRS 1000767

Sheilds vs. IEUA, Case No. CIVRS 1301638

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Property: Water and Pipeline Capacity/Cadiz

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

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.

With no further business, President Catlin adjourned the meeting at 11:36 a.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: OCTOBER 14, 2015

**CONSENT
CALENDAR
ITEM**


1B




Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

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 August 2015 in the amount of \$13,263,433.81.

BACKGROUND

August disbursement activity includes vendor payments (check numbers 209943-210358) of \$7,577,152.02 and workers compensation payments (check numbers 04252-04286) of \$13,154.39. The total amount of ACH and wire transfer payments is \$5,667,197.46 which includes payroll taxes in the amount of \$668,381.05. The total employee pay was \$1,298,903.55. The total pay for the Board of Directors was \$3,661.08.

Payment Type		Transactions	Total Amount
Check	Vendors	416	7,577,152.02
	Workers-Comp	35	13,154.39
	Payroll-Directors'	5	3,661.08
	Payroll-Others	2	2,268.86
Subtotal Check		458	\$7,596,236.35
ACH		142	\$997,047.47
Wire Transfer	Payroll-Net Pay	8	1,965,015.74
	Others	9	2,705,134.25
Subtotal Wires		17	\$4,670,149.99
TOTAL		617	\$13,263,433.81

Treasurer's Report on General Disbursements

October 14, 2015

Page 2

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

Vendor	Amount	Description
Metropolitan Water District	1,940,225.25	June 2015 Water Purchase
LA County Sanitation District	1,623,551.57	FY14/15 Q4 Wstewtr Trtmnt Srchg, Annual Pass Thru Upland Wstewtr Dischg.
Southern California Edison	926,824.59	Electric 7/18/15-8/16/15
CCL Contracting	852,576.72	EN06025 Pay Estimate 11
CALPers	755,428.04	P/R 16,17 PERS Contribution,8/15 Health Ins
SWRCB Accounting Office	692,889.62	SRF Repayment #5
Internal Revenue Service	559,391.77	P/R16, P/R17, Dir008 Taxes

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.

CITIZENS BUSINESS BANK
ONTARIO CA 917610000

CITIZENS BUSINESS BANK
231167641

Bank CBB
Bank Key 122234149
Acct number CHECK

Check	Check Number	Payee	Pay Date	Amount	Account	Receipt # / Void Reason Code	Date / Void
209943	2200068537	A & N TECHNICAL SERVICES, INC. ENCINITAS CA	08/05/2015	3,900.00	USD		08/13/2015
209944	2200068561	AGUIAR, JOSHUA CHINO HILLS CA	08/05/2015	52.70	USD		08/17/2015
209945	2200068472	AIRGAS WEST INC PASADENA CA	08/05/2015	1,884.90	USD		08/11/2015
209946	2200068514	AMERICAN MATERIAL COMPANY LAKE ELSINORE CA	08/05/2015	10,868.82	USD		08/11/2015
209947	2200068485	ANIXTER INC DALLAS TX	08/05/2015	1,169.34	USD		08/11/2015
209948	2200068500	BABCOCK LABORATORIES, INC RIVERSIDE CA	08/05/2015	265.00	USD		08/11/2015
209949	2200068556	BERCH, CHRISTOPHER CHINO HILLS CA	08/05/2015	619.54	USD		08/11/2015
209950	2200068578	BOUGHAN, ARIN CHINO HILLS CA	08/05/2015	372.60	USD		08/10/2015
209951	2200068513	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	08/05/2015	1,100.00	USD		08/11/2015
209952	2200068498	BUYER ENGINEERING INC TUSTIN CA	08/05/2015	133,582.14	USD		08/11/2015
209953	2200068462	BUYER ENVIRONMENTAL CONTROLS IMHITTIER CA	08/05/2015	6,838.42	USD		08/11/2015
209954	2200068504	CALIFORNIA HAZARDOUS SERVICES SANTA ANA CA	08/05/2015	620.00	USD		08/11/2015
209955	2200068515	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	08/05/2015	6,000.00	USD		08/14/2015
209956	2200068532	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	08/05/2015	9,631.00	USD		08/11/2015
209957	2200068521	voided by KMCCHRIS - Lost Check	08/05/2015		USD		08/24/2015
209958	2200068571	CAMACHO, MICHAEL CHINO HILLS CA	08/05/2015	189.06	USD		08/18/2015
209959	2200068534	CAMET RESEARCH, INC. GOLETA CA	08/05/2015	1,125.00	USD		08/18/2015
209960	2200068553	CARL H TAYLOR III CRYSTAL RIVER FL	08/05/2015	147.63	USD		08/12/2015
209961	2200068564	CARTER, JOSEPH CHINO HILLS CA	08/05/2015	143.75	USD		08/13/2015
209962	2200068502	CASC ENGINEERING AND CONSULTING COLTON CA	08/05/2015	6,763.50	USD		08/11/2015
209963	2200068555	CHENG, TINA CHINO HILLS CA	08/05/2015	60.00	USD		08/10/2015
209964	2200068499	CHINO MFG & REPAIR INC CHINO CA	08/05/2015	7,126.03	USD		08/10/2015
209965	2200068552	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	08/05/2015	737.75	USD		08/13/2015
209966	2200068544	CITY OF CHINO CHINO CA	08/05/2015	579.99	USD		08/10/2015
209967	2200068479	CITY OF CHINO HILLS CHINO HILLS CA	08/05/2015	93.00	USD		08/12/2015
209968	2200068483	CITY OF FONTANA FONTANA CA	08/05/2015	213,176.78	USD		08/10/2015
209969	2200068480	CITY OF ONTARIO ONTARIO CA	08/05/2015	494.00	USD		08/12/2015
209970	2200068528	CONSERV CONSTRUCTION INC. MURRIETA CA	08/05/2015	32,987.10	USD		08/14/2015
209971	2200068516	CRB SECURITY SOLUTIONS WESTMINSTER CA	08/05/2015	417.50	USD		08/12/2015
209972	2200068507	CS-AMSCO HUNTINGTON BEACH CA	08/05/2015	2,810.86	USD		08/17/2015
209973	2200068542	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	08/05/2015	376.38	USD		08/11/2015
209974	2200068484	DELL MARKETING I P PASADENA CA	08/05/2015	236.21	USD		08/10/2015
209975	2200068566	DIRA, RUEL CHINO HILLS CA	08/05/2015	29.04	USD		08/07/2015
209976	2200068535	DREWES ENVIRONMENTAL LLC GOLDEN CO	08/05/2015	9,000.00	USD		08/17/2015
209977	2200068573	EDWARDS, GLENN CHINO HILLS CA	08/05/2015	350.00	USD		08/10/2015
209978	2200068529	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	08/05/2015	580.39	USD		08/12/2015
209979	2200068574	ELIE, STEVE CHINO HILLS CA	08/05/2015	22.42	USD		08/17/2015
209980	2200068522	ENERNOC, INC. PASADENA CA	08/05/2015	16,560.00	USD		08/11/2015
209981	2200068530	ENVIRONMENTAL SCIENCE ASSOCIATION SAN FRANCISCO CA	08/05/2015	2,452.00	USD		08/13/2015
209982	2200068579	EWENS, DONALD RANCHO CUCAMONGA CA	08/05/2015	300.00	USD		06/12/2015
209983	2200068463	FISHER SCIENTIFIC LOS ANGELES CA	08/05/2015	1,967.01	USD		08/10/2015
209984	2200068490	FLORENCE FILTER CORP COMPTON CA	08/05/2015	501.99	USD		08/17/2015
209985	2200068560	FLORES, MARIA E CHINO HILLS CA	08/05/2015	323.99	USD		08/12/2015
209986	2200068481	FLW INC HUNTINGTON CA	08/05/2015	67.89	USD		08/12/2015

CITIZENS BUSINESS BANK
ONTARIO CA 917610000

CITIZENS BUSINESS BANK
231-67641

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CHECK

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Check	Check Number from CB	Payee	Post Date	Copy	Amount (\$)	Account Name	Exp. / 2015
209987	2200068545	08/05/2015	USD	579.84	FORTANA WATER COMPANY FONTANA CA	08/12/2015	
209988	2200068551	08/05/2015	USD	14.82	FRANCHISE TAX BOARD SACRAMENTO CA	08/14/2015	
209989	2200068559	08/05/2015	USD	98.33	FRESQUEZ, ADRIAN CHINO HILLS CA	08/13/2015	
209990	2200068464	08/05/2015	USD	700.00	G P ELECTRIC MOTOR SERVICES POMONA CA	08/14/2015	
209991	2200068536	08/05/2015	USD	2,198.97	GLOBAL POWER GROUP, INC. LAKESIDE CA	08/12/2015	
209992	2200068188	08/05/2015	USD	530.45	GOV CONNECTION INC FATTISBURGH PA	08/12/2015	
209993	2200068509	08/05/2015	USD	6,000.00	GOVERNMENTJOBS.COM INC EL SEGUNDO CA	08/12/2015	
209994	2200068478	08/05/2015	USD	1,849.34	GRAINGER PALATINE IL	08/11/2015	
209995	2200068503	08/05/2015	USD	5,250.06	HACH COMPANY CHICAGO IL	08/19/2015	
209996	2200068577	08/05/2015	USD	70.78	HALL, JASMIN CHINO HILLS CA	08/13/2015	
209997	2200068465	08/05/2015	USD	1,360.97	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	08/11/2015	
209998	2200068540	08/05/2015	USD	1,943.10	HEYDER INSPECTION GROUP ONTARIO CA	08/19/2015	
209999	2200068575	08/05/2015	USD	515.00	HODGES, BRANDEN CHINO HILLS CA	08/14/2015	
210000	2200068466	08/05/2015	USD	663.31	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/12/2015	
210001	2200068494	08/05/2015	USD	2,242.82	HORIZON TECHNOLOGY SALEM NH	08/11/2015	
210002	2200068561	08/05/2015	USD	59.88	HUBER, JENNIFER CHINO HILLS CA	08/25/2015	
210003	2200068527	08/05/2015	USD	2,701.66	ICE CUBE INC GREENSBURG PA	08/11/2015	
210004	2200068549	08/05/2015	USD	201.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	08/13/2015	
210005	2200068518	08/05/2015	USD	289.03	INDUSTRIAL RUBBER & SUPPLY INC SAN BERNARDINO CA	08/14/2015	
210006	2200068547	08/05/2015	USD	12,413.84	INLAND BIOENERGY LLC FONTANA CA	08/11/2015	
210007	2200068550	08/05/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCUMONGA CA	08/13/2015	
210008	2200068512	08/05/2015	USD	39,887.25	INTEGRATED DESIGN SERVICES INC IRVINE CA	08/12/2015	
210009	2200068501	08/05/2015	USD	2,239.80	IRONMAN PARTS & SERVICES CORONA CA	08/12/2015	
210010	2200068467	08/05/2015	USD	223.06	J G TUCKER & SON INC COVINA CA	08/12/2015	
210011	2200068568	08/05/2015	USD	199.00	KING, JUSTIN CHINO HILLS CA	08/11/2015	
210012	2200068523	08/05/2015	USD	3,577.00	KITCHELL CEM SACRAMENTO CA	08/10/2015	
210013	2200068558	08/05/2015	USD	350.00	KLING, WANDA CHINO HILLS CA	08/12/2015	
210014	2200068538	08/05/2015	USD	24,820.00	LABORATORY SERVICE AND CONSULT/VACAVILLE CA	08/12/2015	
210015	2200068580	08/05/2015	USD	300.00	LANTING, CLARY CHINO CA	08/11/2015	
210016	2200068581	08/05/2015	USD	300.00	LOGANBELL, ALLEN CHINO CA	08/11/2015	
210017	2200068482	08/05/2015	USD	218.16	MAJESTIC TROPHY CO ONTARIO CA	08/12/2015	
210018	2200068567	08/05/2015	USD	350.00	MALKANI, SURSH CHINO HILLS CA	08/11/2015	
210019	2200068554	08/05/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	08/13/2015	
210020	2200068520	08/05/2015	USD	438.12	MARKS ENVIRONMENTAL INC YORBA LINDA CA	08/17/2015	
210021	2200068489	08/05/2015	USD	1,402.96	MCMASTER-CARR SUPPLY CO CHICAGO IL	08/12/2015	
210022	2200068517	08/05/2015	USD	56,536.42	MEYERS NAWE OAKLAND CA	08/13/2015	
210023	2200068491	08/05/2015	USD	337.65	MIDPOINT BEARING ONTARIO CA	08/10/2015	
210024	2200068473	08/05/2015	USD	354.46	MISSION REPROGRAPHICS RIVERSIDE CA	08/13/2015	
210025	2200068562	08/05/2015	USD	350.00	MORENO, CONNIE CHINO HILLS CA	08/10/2015	
210026	2200068524	08/05/2015	USD	1,134.00	MULTY INDUSTRIES PRECISION MACONTARIO CA	08/13/2015	
210027	2200068486	08/05/2015	USD	787.00	NATIONAL SAFETY COUNCIL ITASCAS IL	08/13/2015	
210028	2200068497	08/05/2015	USD	50,600.00	NATIONAL WATER RESEARCH INST/FOUNTAIN VALLEY CA	08/12/2015	
210029	2200068570	08/05/2015	USD	89.67	O'BRIEN, MICHELLE CHINO HILLS CA	08/18/2015	
210030	2200068475	08/05/2015	USD	1,204.13	PETE'S ROAD SERVICE FULLERTON CA	08/11/2015	

CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

CITIZENS BUSINESS BANK
 231167641

CBB
 122234149
 CHECK

Bank
 Bank Key
 Acct number

Check	Check number from ac	Payment	Post date	Currency	Amount paid (USD)	Recipient/Account Name	End / Date
210031	2200068477	USD	08/05/2015	USD	523.97	PETTY CASH EXPENDITURES CHINO CA	08/11/2015
210032	2200068572	USD	08/05/2015	USD	75.67	POMPA, JESSE CHINO HILLS CA	08/14/2015
210033	2200068505	USD	08/05/2015	USD	400.00	RANCHO SANTA ANA BOTANIC GARDECLAREMONT CA	08/12/2015
210034	2200068525	USD	08/05/2015	USD	4,804.25	RDO TRUST # 80-5800 LAKESIDE CA	09/11/2015
210035	2200068495	USD	08/05/2015	USD	1,307.60	RESTEK CORP LANCASTER PA	08/12/2015
210036	2200068559	USD	08/05/2015	USD	756.13	ROBISON, JOHN CHINO HILLS CA	08/11/2015
210037	2200068468	USD	08/05/2015	USD	863.28	ROYAL WHOLESAL ELEC TRIC ORANGE CA	08/12/2015
210038	2200068510	USD	08/05/2015	USD	393.56	RSD LAKE FOREST CA	08/12/2015
210039	2200068582	USD	08/05/2015	USD	300.00	RUDOLL, DYLAN RANCHO CUCAMONGA CA	08/14/2015
210040	2200068519	USD	08/05/2015	USD	261.00	SAFE-ENTRY TECHNICAL INC RANCHO CUCAMONGA CA	08/14/2015
210041	2200068565	USD	08/05/2015	USD	3,921.96	SCOOTY, STACEY CHINO HILLS CA	08/07/2015
210042	2200068474	USD	08/05/2015	USD	30.00	SCUBA SCHOOLS OF AMERICA MONTCLAIR CA	08/17/2015
210043	2200068548	USD	08/05/2015	USD	87.77	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	08/20/2015
210044	2200068544	USD	08/05/2015	USD	44,502.29	SO CALIF EDISON ROSEMEAD CA	08/10/2015
210045	2200068469	USD	08/05/2015	USD	49,377.60	SOUTHWEST ALARM SERVICE UPLAND CA	08/10/2015
210046	2200068476	USD	08/05/2015	USD	1,582.29	SPARKLING INSTRUMENTS LLC PHOENIX AZ	08/11/2015
210047	2200068557	USD	08/05/2015	USD	54.40	SWEZEY, TOM CHINO HILLS CA	09/10/2015
210048	2200068508	USD	08/05/2015	USD	692,889.62	SWEBC ACCOUNTING OFFICE SACRAMENTO CA	08/13/2015
210049	2200068576	USD	08/05/2015	USD	16.20	TE, GARY CHINO HILLS CA	08/24/2015
210050	2200068492	USD	08/05/2015	USD	2,532.44	TELEDYNE INSTRUMENTS INC DALLAS TX	08/17/2015
210051	2200068531	USD	08/05/2015	USD	2,497.97	THE BRICKMAN GROUP LTD LLC CHICAGO IL	08/12/2015
210052	2200068539	USD	08/05/2015	USD	20.00	THE SHREDDERS LOS ANGELES CA	08/13/2015
210053	2200068533	USD	08/05/2015	USD	529.62	THERMO ELECTRON NORTH AMERICA ATLANTA GA	08/11/2015
210054	2200068493	USD	08/05/2015	USD	2,822.40	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	08/14/2015
210055	2200068526	USD	08/05/2015	USD	1,320.00	TRICO CORPORATION PEAUKEE WI	08/12/2015
210056	2200068496	USD	08/05/2015	USD	888.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	08/10/2015
210058	2200068506	USD	08/05/2015	USD	301.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	08/14/2015
210059	2200068543	USD	08/05/2015	USD	27.00	URIMAGE BLOOMINGTON CA	08/13/2015
210060	2200068546	USD	08/05/2015	USD	775.70	VERIZON CALIFORNIA DALLAS TX	08/12/2015
210061	2200068583	USD	08/05/2015	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	08/12/2015
210062	2200068511	USD	08/05/2015	USD	300.00	VIANZON, FELIPE FONTANA CA	08/12/2015
210063	2200068471	USD	08/05/2015	USD	273.59	WAUKESHA-PEARCE INDUSTRIES INC DALLAS TX	08/12/2015
210064	2200068487	USD	08/05/2015	USD	1,933.01	WAXIE SANITARY SUPPLY LOS ANGELES CA	08/14/2015
210065	2200068596	USD	08/05/2015	USD	999.90	WESTERN ANALYTICAL LABORATORIECHINO CA	08/12/2015
210066	2200068503	USD	08/05/2015	USD	312.52	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/12/2015
210067	2200068502	USD	08/06/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	08/17/2015
210068	2200068599	USD	08/06/2015	USD	26.34	SO CALIF GAS MONTEREY PARK CA	08/17/2015
210069	2200068601	USD	08/06/2015	USD	1,717.43	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	08/10/2015
210070	2200068598	USD	08/06/2015	USD	11,498.60	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	08/11/2015
210071	2200068597	USD	08/06/2015	USD	250.13	VERIZON WIRELESS DALLAS TX	08/13/2015
210072	2200068600	USD	08/06/2015	USD	492.96	WASTE MANAGEMENT OF LOS ANGELES CA	08/11/2015
210073	2200068643	USD	08/13/2015	USD	410.62	WORLDWIDE EXPRESS ALBANY NY	08/11/2015
210074	2200068678	USD	08/13/2015	USD	1,540.00	AIRGAS WEST INC PASADENA CA ALLIANCE FOR WATER EFFICIENCY CHICAGO IL	08/27/2015 08/19/2015

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210075	2200068687	08/13/2015	USD	381.09	ALTA FOODCRAFT COFFEE ORANGE CA	08/18/2015
210076	2200068682	08/13/2015	USD	3,240.00	AMP MECHANICAL INC COSTA MESA CA	08/18/2015
210077	2200068671	08/13/2015	USD	4,898.75	APPLIED NETWORK SECURITY BYRON CA	08/19/2015
210078	2200068628	08/13/2015	USD	342.00	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	08/18/2015
210079	2200068660	08/13/2015	USD	151.00	BOOT BARN INC IRVINE CA	08/24/2015
210080	2200068649	08/13/2015	USD	79.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/10/2015
210081	2200068694	08/13/2015	USD	14,805.32	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	08/18/2015
210082	2200068676	08/13/2015	USD	6,147.31	CINTAS CORPORATION LOC#150 PHOENIX AZ	08/20/2015
210083	2200068701	08/13/2015	USD	885.38	CITY OF CHINO CHINO CA	08/17/2015
210084	2200068646	08/13/2015	USD	423.87	CITY OF CHINO HILLS CHINO HILLS CA	08/19/2015
210085	2200068629	08/13/2015	USD	143.37	CITY RENTALS INC ONTARIO CA	08/19/2015
210086	2200068650	08/13/2015	USD	1,607,105.03	COUNTY SANITATION DISTRICTS OF WHITTIER CA	08/20/2015
210087	2200068631	08/13/2015	USD	867.04	DATALOK COMPANY, THE LOS ANGELES CA	08/20/2015
210088	2200068680	08/13/2015	USD	625.00	DAVE'S PLUMBING CHINO HILLS CA	08/21/2015
210089	2200068667	08/13/2015	USD	1,505.10	DC FROST ASSOCIATES INC W-NUT CREEK CA	08/18/2015
210090	2200068696	08/13/2015	USD	11,400.00	DREWS ENVIRONMENTAL LLC GOLDEN CO	08/25/2015
210091	2200068658	08/13/2015	USD	2,806.41	E Z PARTY RENTALS POMONA CA	08/18/2015
210092	2200068659	08/13/2015	USD	16,070.75	ENVIRONMENTAL SYSTEMS RESEARCH LOS ANGELES CA	08/17/2015
210093	2200068633	08/13/2015	USD	1,488.71	FISHER SCIENTIFIC LOS ANGELES CA	08/18/2015
210094	2200068713	08/13/2015	USD	300.00	FLOCK, JAMES URLAND CA	08/20/2015
210095	2200068648	08/13/2015	USD	1,026.00	FONTANA HERALD NEWS FONTANA CA	08/20/2015
210096	2200068714	08/13/2015	USD		voided by KMCCHRIS - Wrong Payee	08/17/2015
210097	2200068684	08/13/2015	USD	45.07	GEARY PACIFIC SUPPLY ORANGE CA	08/19/2015
210098	2200068690	08/13/2015	USD	12,627.50	GHD PASADENA CA	08/20/2015
210099	2200068677	08/13/2015	USD	932.13	GRISWOLD INDUSTRIES COSTA MESA CA	08/19/2015
210100	2200068634	08/13/2015	USD	1,674.58	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	08/19/2015
210101	2200068635	08/13/2015	USD	1,277.63	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/18/2015
210102	2200068715	08/13/2015	USD	300.00	HUA, JOHNSON FONTANA CA	08/19/2015
210103	2200068709	08/13/2015	USD	12.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	08/25/2015
210104	2200068636	08/13/2015	USD	267.14	J G TUCKER & SON INC COVINA CA	08/24/2015
210105	2200068637	08/13/2015	USD	7,482.44	J R FILLANC CONSTRUCTION CO. INCESCONDIDO CA	08/18/2015
210106	2200068650	08/13/2015	USD	3,000.00	J WILLIAM MURPHY AND ASSOCIATE ONTARIO CA	08/17/2015
210107	2200068683	08/13/2015	USD	1,150.00	JES POOLS & PONDS INC UPLAND CA	08/18/2015
210108	2200068716	08/13/2015	USD	300.00	JONES, TIMOTHY RANCHO CUCAMONGA CA	08/24/2015
210109	2200068699	08/13/2015	USD	101.00	KATON RESTAURANT SUPPLY KODAK TN	08/18/2015
210110	2200068652	08/13/2015	USD	161.89	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	08/24/2015
210111	2200068665	08/13/2015	USD	8,684.50	KVAC ENVIRONMENTAL SERVICES INRANCHO CUCAMONGA CA	08/21/2015
210112	2200068695	08/13/2015	USD	5,430.00	LIMEMARE USA LLC WHISPERING PINES NC	08/25/2015
210113	2200068656	08/13/2015	USD	346.67	LOCKMASTERS USA INC PANAMA CITY FL	08/20/2015
210114	2200068647	08/13/2015	USD	437.20	MAG SYSTEMS INC MONROVIA CA	08/24/2015
210115	2200068654	08/13/2015	USD	1,446.24	MCMASTER-CARR SUPPLY CO CHICAGO IL	08/24/2015
210116	2200068717	08/13/2015	USD	425.00	MILLER, BEVERLY UPLAND CA	08/18/2015
210117	2200068644	08/13/2015	USD	25.16	MISSION REPROGRAPHICS RIVERSIDE CA	08/26/2015
210118	2200068675	08/13/2015	USD	2,040.90	NALCO COMPANY DALLAS TX	08/20/2015

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210119		2200068659	08/13/2015	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	08/19/2015
210120		2200068711	08/13/2015	USD	133.05	NGUYEN, LONG F CHINO HILLS CA	08/17/2015
210121		2200068632	08/13/2015	USD	2,425.42	OFFICE DEPOT LOS ANGELES CA	08/18/2015
210122		2200068702	08/13/2015	USD	292.05	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	08/17/2015
210123		2200068718	08/13/2015	USD	300.00	FAN, DAAN CHINO HILLS CA	08/21/2015
210124		2200068710	08/13/2015	USD		Voided by KMCCHRIS - Check not needed	08/21/2015
210125		2200068645	08/13/2015	USD	528.74	PETTY CASH EXPENDITURES CHINO CA	08/24/2015
210126		2200068662	08/13/2015	USD	1,002.15	PONTON INDUSTRIES INC YORBA LINDA CA	08/20/2015
210127		2200069657	08/13/2015	USD	3,283.95	PUMP ENGINEERING SANTA FE SPRINGS CA	08/24/2015
210128		2200068719	08/13/2015	USD	762.81	PURI, TRINA RANCHO CUCAMONGA CA	08/20/2015
210129		2200068638	08/13/2015	USD	8,482.11	RAMONA TIRE & SERVICE CENTERS HEMET CA	08/19/2015
210130		2200068705	08/13/2015	USD	10,478.09	RANCHO DISPOSAL SERVICES INC BUENA PARK CA	08/20/2015
210131		2200068639	08/13/2015	USD	110.50	RAYNE WATER CONDITIONING COVINA CA	08/17/2015
210132		2200068698	08/13/2015	USD	4,983.19	RIS INDUSTRIES BAKERSFIELD CA	08/18/2015
210133		2200068664	08/13/2015	USD	7,630.87	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	08/19/2015
210134		2200068640	08/13/2015	USD	23,515.37	ROYAL WHOLESAL ELEGTRIC ORANGE CA	08/19/2015
210135		2200068666	08/13/2015	USD	1,724.96	RS MEANS CO LLC PHILADELPHIA PA	08/18/2015
210136		2200068670	08/13/2015	USD	84.65	RSD LAKE FOREST CA	08/19/2015
210137		2200068692	08/13/2015	USD	4,015.00	SCHNEVEL ENGINEERING LLC ANAHEIM CA	08/18/2015
210138		2200068641	08/13/2015	USD	367.45	SMART & FINAL LOS ANGELES CA	08/24/2015
210139		2200068704	08/13/2015	USD	76,568.87	SO CALIF EDISON ROSEMEAD CA	08/19/2015
210140		2200068705	08/13/2015	USD	299.60	SO CALIF GAS MONTEREY PARK CA	08/24/2015
210141		2200068720	08/13/2015	USD	300.00	SUGERMAN, LARRY MONTCLAIR CA	08/19/2015
210142		2200068679	08/13/2015	USD	53,017.92	SUN WIRELESS SAN DIEGO CA	08/19/2015
210143		2200068651	08/13/2015	USD	640.30	TELEDVNE INSTRUMENTS INC DALLAS TX	08/24/2015
210144		2200068693	08/13/2015	USD	242,030.20	THE BRICKMAN GROUP LTD LLC CHICAGO IL	08/18/2015
210145		2200068707	08/13/2015	USD	953.16	TIME WARNER TELECOM DENVER CO	08/21/2015
210146		2200068686	08/13/2015	USD	18,028.50	TRANSFORMER TESTING & REPAIRS SUISUN CITY CA	08/19/2015
210147		2200068653	08/13/2015	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	08/19/2015
210148		2200068691	08/13/2015	USD	74.00	TRICO CORPORATION PEWAUKEE WI	08/19/2015
210149		2200068697	08/13/2015	USD	530.00	TRIEPI SMITH AND ASSOCIATES, IRVINE CA	08/19/2015
210150		2200068655	08/13/2015	USD	357.77	U S HOSE INC ONTARIO CA	08/20/2015
210151		2200068685	08/13/2015	USD	12,675.88	UNIVERSAL PROTECTION SERVICE PASADENA CA	08/19/2015
210152		2200068689	08/13/2015	USD	396.00	UPS PROTECTION INC ANAHEIM CA	08/24/2015
210153		2200068673	08/13/2015	USD	450.00	V & A CONSULTING ENGINEERS OAKLAND CA	08/19/2015
210154		2200068668	08/13/2015	USD	2,066.72	VALLEY COURIERS INC CALABASAS CA	08/19/2015
210155		2200068674	08/13/2015	USD	20,397.65	VAUGHAN'S INDUSTRIAL REPAIR COPARAMOUNT CA	08/18/2015
210156		2200068703	08/13/2015	USD	2,076.50	VERIZON CALIFORNIA DALLAS TX	08/21/2015
210157		2200068708	08/13/2015	USD	84.48	VERIZON COMMUNICATIONS DALLAS TX	09/02/2015
210158		2200068681	08/13/2015	USD	863.28	VULCAN FLARE & MECHANICAL SERVDOWNEY CA	08/21/2015
210159		2200068672	08/13/2015	USD	420.03	WAUKESHA-FRANCE INDUSTRIES INC DALLAS TX	08/19/2015
210160		2200068700	08/13/2015	USD	9,800.00	WEST COAST ADVISORS SACRAMENTO CA	08/21/2015
210161		2200068642	08/13/2015	USD	10,188.30	WEST VALLEY MOSQUITO AND ONTARIO CA	08/17/2015
210162		2200068661	08/13/2015	USD	194.40	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	08/20/2015

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Check Number	DATE	AMOUNT	CITY	DESCRIPTION	DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT
210163	08/13/2015	USD		WHITE NELSON DIEHL EVANS LLP IRVINE CA	08/19/2015	2,000.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	08/19/2015	2,000.00
210164	08/13/2015	USD		WORLDWIDE EXPRESS ALBANY NY	08/19/2015	743.73	WORLDWIDE EXPRESS ALBANY NY	08/19/2015	743.73
210165	08/13/2015	USD		YUEN, BEN CHINO HILLS CA	08/26/2015	98.22	YUEN, BEN CHINO HILLS CA	08/26/2015	98.22
210166	08/18/2015	USD		SO CALIF EDISON ROSEMEAD CA	08/20/2015	365,613.48	SO CALIF EDISON ROSEMEAD CA	08/20/2015	365,613.48
210167	08/20/2015	USD		ACCUSTANDARD INC NEW HAVEN CT	08/27/2015	504.20	ACCUSTANDARD INC NEW HAVEN CT	08/27/2015	504.20
210168	08/20/2015	USD		ADVANCED RIGGERS & MILLWRIGHTS RIVERSIDE CA	08/26/2015	1,800.00	ADVANCED RIGGERS & MILLWRIGHTS RIVERSIDE CA	08/26/2015	1,800.00
210169	08/20/2015	USD		AGILENT TECHNOLOGIES INC LOS ANGELES CA	08/24/2015	488.92	AGILENT TECHNOLOGIES INC LOS ANGELES CA	08/24/2015	488.92
210170	08/20/2015	USD		AIRGAS WEST INC PASADENA CA	09/10/2015	20.61	AIRGAS WEST INC PASADENA CA	09/10/2015	20.61
210171	08/20/2015	USD		ALTA FOODCRAFT COFFEE ORANGE CA	08/25/2015	298.58	ALTA FOODCRAFT COFFEE ORANGE CA	08/25/2015	298.58
210172	08/20/2015	USD		AMP MECHANICAL INC COSTA MESA CA	08/24/2015	1,400.00	AMP MECHANICAL INC COSTA MESA CA	08/24/2015	1,400.00
210173	08/20/2015	USD		ARAMEULA, BLANCA CHINO HILLS CA	09/04/2015	34.83	ARAMEULA, BLANCA CHINO HILLS CA	09/04/2015	34.83
210174	08/20/2015	USD		BALL, NOAH CHINO HILLS CA	09/02/2015	169.05	BALL, NOAH CHINO HILLS CA	09/02/2015	169.05
210175	08/20/2015	USD		BAVCO LONG BEACH CA	08/25/2015	309.71	BAVCO LONG BEACH CA	08/25/2015	309.71
210176	08/20/2015	USD		BUSINESS CARD WILMINGTON DE	08/25/2015	10,203.10	BUSINESS CARD WILMINGTON DE	08/25/2015	10,203.10
210177	08/20/2015	USD		CALARCO SACRAMENTO CA	08/31/2015	1,000.00	CALARCO SACRAMENTO CA	08/31/2015	1,000.00
210178	08/20/2015	USD		CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/10/2015	96.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/10/2015	96.00
210179	08/20/2015	USD		CALIFORNIA ASSOCIATION OF PUBLICHO CA	09/01/2015	225.00	CALIFORNIA ASSOCIATION OF PUBLICHO CA	09/01/2015	225.00
210180	08/20/2015	USD		CALIFORNIA WATER TECHNOLOGIES PASADENA CA	08/25/2015	14,556.52	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	08/25/2015	14,556.52
210181	08/20/2015	USD		CARL H TAYLOR III CRYSTAL RIVER FL	08/27/2015	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	08/27/2015	147.63
210182	08/20/2015	USD		CARL WARREN & CO SANTA ANA CA	09/01/2015	2,500.00	CARL WARREN & CO SANTA ANA CA	09/01/2015	2,500.00
210183	08/20/2015	USD		CCL CONTRACTING INC ESCONEDO CA	08/26/2015	852,576.72	CCL CONTRACTING INC ESCONEDO CA	08/26/2015	852,576.72
210184	08/20/2015	USD		CHAN, JOANNE CHINO HILLS CA	08/25/2015	80.00	CHAN, JOANNE CHINO HILLS CA	08/25/2015	80.00
210185	08/20/2015	USD		CHINO BASIN WATER CONSERVATION MONTCLAIR CA	08/25/2015	1,208.15	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	08/25/2015	1,208.15
210186	08/20/2015	USD		CINTAS CORPORATION LOC#150 PHOENIX AZ	08/25/2015	1,830.23	CINTAS CORPORATION LOC#150 PHOENIX AZ	08/25/2015	1,830.23
210187	08/20/2015	USD		CITY EMPLOYEES ASSOCIATES LONG BEACH CA	08/31/2015	737.75	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	08/31/2015	737.75
210188	08/20/2015	USD		CITY RENTALS INC ONTARIO CA	08/25/2015	45.21	CITY RENTALS INC ONTARIO CA	08/25/2015	45.21
210189	08/20/2015	USD		COUNTY OF RIVERSIDE RIVERSIDE CA	08/31/2015	168.00	COUNTY OF RIVERSIDE RIVERSIDE CA	08/31/2015	168.00
210190	08/20/2015	USD		DAVID WHEELER'S PEST CONTROL, NORCO CA	08/25/2015	475.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	08/25/2015	475.00
210191	08/20/2015	USD		DAWSON CO POMONA CA	08/25/2015	240.63	DAWSON CO POMONA CA	08/25/2015	240.63
210192	08/20/2015	USD		DELL MARKETING L P PASADENA CA	08/24/2015	1,855.67	DELL MARKETING L P PASADENA CA	08/24/2015	1,855.67
210193	08/20/2015	USD		DUDEK & ASSOCIATES INC RMCINITAS CA	08/26/2015	18,464.39	DUDEK & ASSOCIATES INC RMCINITAS CA	08/26/2015	18,464.39
210194	08/20/2015	USD		ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	08/24/2015	936.79	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	08/24/2015	936.79
210195	08/20/2015	USD		EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	08/25/2015	3,735.00	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	08/25/2015	3,735.00
210196	08/20/2015	USD		EUROFINS EATON ANALYTICAL, INCORAPEVINE TX	08/25/2015	6,570.00	EUROFINS EATON ANALYTICAL, INCORAPEVINE TX	08/25/2015	6,570.00
210197	08/20/2015	USD		FIRST AID 2000 HUNTINGTON BEACH CA	08/31/2015	156.87	FIRST AID 2000 HUNTINGTON BEACH CA	08/31/2015	156.87
210198	08/20/2015	USD		FISHER SCIENTIFIC LOS ANGELES CA	08/24/2015	2,116.27	FISHER SCIENTIFIC LOS ANGELES CA	08/24/2015	2,116.27
210199	08/20/2015	USD		FLO SERVICES, INC. BURBANK CA	08/26/2015	800.00	FLO SERVICES, INC. BURBANK CA	08/26/2015	800.00
210200	08/20/2015	USD		FLYNN, DEREK CHINO HILLS CA	08/25/2015	300.00	FLYNN, DEREK CHINO HILLS CA	08/25/2015	300.00
210201	08/20/2015	USD		FRANCHISE TAX BOARD SACRAMENTO CA	08/31/2015	14.71	FRANCHISE TAX BOARD SACRAMENTO CA	08/31/2015	14.71
210202	08/20/2015	USD		GOVERNMENTOBS.COM INC EL SEGUNDO CA	08/28/2015	3,000.00	GOVERNMENTOBS.COM INC EL SEGUNDO CA	08/28/2015	3,000.00
210203	08/20/2015	USD		GRAINGER PALATINE IL	08/25/2015	6,256.49	GRAINGER PALATINE IL	08/25/2015	6,256.49
210204	08/20/2015	USD		GSE CONSTRUCTION COMPANY INC LIVERMORE CA	08/27/2015	29,833.80	GSE CONSTRUCTION COMPANY INC LIVERMORE CA	08/27/2015	29,833.80
210205	08/20/2015	USD		HARRINGTON INDUSTRIAL PLASTICS CHINO CA	08/26/2015	236.06	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	08/26/2015	236.06
210206	08/20/2015	USD		HOME DEPOT CREDIT SERVICES DES MOINES IA	08/24/2015	125.03	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/24/2015	125.03

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210207	2200068814	08/20/2015	USD	119.92	HORIZON TECHNOLOGY SALEM NH		08/25/2015
210208	2200068877	08/20/2015	USD	79.00	HOUJIBAN, JESSE D CHINO HILLS CA		09/08/2015
210209	2200068839	08/20/2015	USD	2,466.49	ICE QUBE INC GREENSBURG PA		08/25/2015
210210	2200068886	08/20/2015	USD	201.00	TEUA EMPLOYERS' ASSOCIATION CHINO HILLS CA		
210211	2200068869	08/20/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA		08/26/2015
210212	2200068775	08/20/2015	USD	137.83	J G TUCKER & SON INC COVINA CA		08/26/2015
210213	2200068776	08/20/2015	USD	159,294.00	J R FILANC CONSTRUCTION CO. INCESSCANDIDO CA		08/25/2015
210214	2200068801	08/20/2015	USD	2,705.41	KONICA MINOLTA PASADENA CA		08/24/2015
210215	2200068882	08/20/2015	USD	11.50	LUCAS, LARRY CHINO HILLS CA		09/08/2015
210216	2200068875	08/20/2015	USD	288.00	MARCA PRESQUEZ LAS VEGAS NV		08/27/2015
210217	2200068808	08/20/2015	USD	77.69	MCMASTER-CARR SUPPLY CO CHICAGO IL		08/26/2015
210218	2200068824	08/20/2015	USD	145,013.05	MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA		08/26/2015
210219	2200068787	08/20/2015	USD	794.86	MISSION REPROGRAPHICS RIVERSIDE CA		08/26/2015
210220	2200068802	08/20/2015	USD	356.20	NATIONAL PUBLIC EMPLOYER OCEANSIDE CA		08/25/2015
210221	2200068818	08/20/2015	USD	6,800.00	NINYO & MOORE SAN DIEGO CA		08/27/2015
210222	2200068857	08/20/2015	USD	37,375.00	NRP GROUP INCORPORATED WICHITA KS		08/25/2015
210223	2200068859	08/20/2015	USD	5,989.08	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		08/25/2015
210224	2200068858	08/20/2015	USD	458.00	OPSWAT INC SAN FRANCISCO CA		08/24/2015
210225	2200068779	08/20/2015	USD	290.91	PATTON SALES CORP ONTARIO CA		08/26/2015
210226	2200068880	08/20/2015	USD	650.00	PEREZ, HARRY CHINO HILLS CA		09/02/2015
210227	2200068789	08/20/2015	USD	119.86	PETE'S ROAD SERVICE FULLERTON CA		08/26/2015
210228	2200068834	08/20/2015	USD	1,962.25	POWERLO PRODUCTS INC CYRESS CA		08/27/2015
210229	2200068780	08/20/2015	USD	3,558.19	RAYONA TIRE & SERVICE CENTERS HEMET CA		08/27/2015
210230	2200068810	08/20/2015	USD	225.00	RED WING SHOE STORE CORONA CA		08/25/2015
210231	2200068781	08/20/2015	USD	29,878.25	RMA GROUP RANCHO CUCAMONGA CA		08/26/2015
210232	2200068821	08/20/2015	USD	2,770.23	RMC WATER AND ENVIRONMENT WALNUT CREEK CA		08/26/2015
210233	2200068805	08/20/2015	USD	4,480.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA		08/25/2015
210234	2200068876	08/20/2015	USD	207.80	ROSALES, TIMOTEO CHINO HILLS CA		08/25/2015
210235	2200068782	08/20/2015	USD	1,579.03	ROYAL WHOLESAL ELECTRIC ORANGE CA		
210236	2200068827	08/20/2015	USD	517.96	RSD LAKE FOREST CA		08/25/2015
210237	2200068823	08/20/2015	USD	250.00	SAFETY MANAGEMENT SYSTEMS IRVINE CA		08/24/2015
210238	2200068829	08/20/2015	USD	768.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA		08/26/2015
210239	2200068865	08/20/2015	USD	87.77	SHERIFF'S COURT SERVICES SAN BERNARDINO CA		09/01/2015
210240	2200068798	08/20/2015	USD	379.87	SIGMA-ALDRICH INC ATLANTA GA		08/31/2015
210241	2200068838	08/20/2015	USD	33,945.38	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA		08/25/2015
210242	2200068861	08/20/2015	USD	307.35	SO CALIF EDISON ROSEMEAD CA		08/24/2015
210243	2200068862	08/20/2015	USD	8,268.38	SO CALIF GAS MONTEREY PARK CA		08/27/2015
210244	2200068792	08/20/2015	USD	14,176.39	SOUTH COAST AQMD DIAMOND BAR CA		08/26/2015
210245	2200068793	08/20/2015	USD	7,171.75	SOUTH COAST AQMD DIAMOND BAR CA		08/26/2015
210246	2200068794	08/20/2015	USD	16,110.65	SOUTH COAST AQMD DIAMOND BAR CA		08/26/2015
210247	2200068807	08/20/2015	USD	2,784.09	SOUTHERN CALIFORNIA EDISON COMROSEMEAD CA		08/27/2015
210248	2200068825	08/20/2015	USD	34,322.27	SPANTEC CONSULTING INC CHICAGO IL		08/25/2015
210249	2200068800	08/20/2015	USD	340.00	STATE WATER RESOURCES CNTRL BRACRAMENTO CA		08/26/2015
210250	2200068790	08/20/2015	USD	140.87	SUNSHINE FILTERS OF PINELLAS ILARGO FL		09/02/2015

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210251	2200068845	08/20/2015	USD	449,667.00	SYNAGRO-WWI INC CHICAGO IL
210252	2200068855	08/20/2015	USD	175,294.00	TECHNICAL SYSTEMS INC LYNNWOOD WA
210253	2200068788	08/20/2015	USD	354.47	TELL STEEL LONG BEACH CA
210254	2200068851	08/20/2015	USD	3,300.00	TITUS INDUSTRIAL GROUP INC PRINEVILLE OR
210255	2200068813	08/20/2015	USD	21,343.76	TOM DODSON & ASSOCIATES SAN BERNARDINO CA
210256	2200068835	08/20/2015	USD	1,500.00	TOTALFUNDS BY HASLER TAMPA FL
210257	2200068844	08/20/2015	USD	53,713.16	TRI-COUNTY DRILLING INC SAN DIEGO CA
210258	2200068847	08/20/2015	USD	350.00	TRAPEZI SMITH AND ASSOCIATES, IRVINE CA
210259	2200068916	08/20/2015	USD	797.50	U S BANK ST PAUL MN
210260	2200068831	08/20/2015	USD	14,198.31	U S BANK ST LOUIS MO
210261	2200068811	08/20/2015	USD	44.65	U S HOSE INC ONTARIO CA
210262	2200068842	08/20/2015	USD	9,953.08	UNILQUEST LLC ATLANTA GA
210263	2200068828	08/20/2015	USD	93,081.58	V & A CONSULTING ENGINEERS OAKLAND CA
210264	2200068846	08/20/2015	USD	2,606.50	VITY CONSULTING INC NAERVILLE IL
210265	2200068864	08/20/2015	USD	436.42	VERIZON BUSINESS DALLAS TX
210266	2200068860	08/20/2015	USD	2,653.05	VERIZON CALIFORNIA DALLAS TX
210267	2200068863	08/20/2015	USD	854.71	VERIZON COMMUNICATIONS DALLAS TX
210268	2200068784	08/20/2015	USD	2,158.24	VWR INTERNATIONAL LLC PITTSBURGH PA
210269	2200068817	08/20/2015	USD	94,159.00	W A BASIC CONSTRUCTION CO INC LONG BEACH CA
210270	2200068809	08/20/2015	USD	1,503.00	WATER EDUCATION LA VERNE CA
210271	2200068785	08/20/2015	USD	2,726.19	WAXIE SANITARY SUPPLY LOS ANGELES CA
210272	2200068833	08/20/2015	USD	12,375.28	WESTIN ENGINEERING INC RANCHO CORDOVA CA
210273	2200068799	08/20/2015	USD	1,750.00	WILLDAN FINANCIAL SERVICES TEMECULA CA
210274	2200068887	08/20/2015	USD	572.55	COLONIAL LIFE & ACCIDENT INSURCOLOMBIA SC
210275	2200068889	08/20/2015	USD	2,074.13	FIDELITY SECURITY LIFE INSURANCINCINNATI OH
210276	2200068888	08/20/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA
210277	2200068886	08/20/2015	USD	24,369.60	PREFERRED BENEFIT INSURANCE PLEASANTON CA
210278	2200068885	08/20/2015	USD	2,819.37	WESTERN DENTAL PLAN ORANGE CA
210279	2200069050	08/27/2015	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA
210280	2200069017	08/27/2015	USD	967.93	AIRGAS WEST INC PASADENA CA
210281	2200069066	08/27/2015	USD	1,000.00	APPLIED BEST PRACTICES, LLC IRVINE CA
210282	2200069063	08/27/2015	USD	5,552.20	ARCADIS US INC CHICAGO IL
210283	2200069048	08/27/2015	USD	699.62	ARROWHEAD MOUNTAIN SPRING WATERLOU/SVILLE KY
210284	2200069054	08/27/2015	USD	58,278.10	ATCM ENGINEERING CONSTRUCTION HEVET CA
210285	2200069043	08/27/2015	USD	42,250.00	AUSTIN COMPANY, THE CLEVELAND OH
210286	2200069057	08/27/2015	USD	1,461.66	AUTOZONE INC ATLANTA GA
210287	2200069081	08/27/2015	USD	3.84	BESSER, KATHRYN CHINO HILLS CA
210288	2200069024	08/27/2015	USD	292.30	BLAZE CONE COMPANY PORTLAND OR
210289	2200069035	08/27/2015	USD	160.37	BOOT BARN INC IRVINE CA
210290	2200069074	08/27/2015	USD	173.51	BREIG, ANNA VICTORVILLE CA
210291	2200069006	08/27/2015	USD	963.67	BRITHNEE ELECTRIC COLTON CA
210292	2200069036	08/27/2015	USD	108,287.22	BUTIER ENGINEERING INC TUSTIN CA
210293	2200069059	08/27/2015	USD	19,446.46	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA
210294	2200069051	08/27/2015	USD	1,303.00	CALVADA SURVEYING INC CORONA CA

CITIZENS BUSINESS BANK

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Bank Key 122234149
 Acct number CHECK 231167641

ONTARIO CA 917610000

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210295	2200069045		CINTAS CORPORATION LOC#150 PHOENIX AZ	08/27/2015	USD	1,433.09		09/03/2015
210296	2200069040		COUNTY OF RIVERSIDE RIVERSIDE CA	08/27/2015	USD	84.00		09/04/2015
210297	2200069008		COUNTY SANITATION DISTRICTS OFWHITTIER CA	08/27/2015	USD	16,446.54		09/01/2015
210298	2200069068		CSI ELECTRICAL CONTRACTORS INC.SANTA FE SPRINGS CA	08/27/2015	USD	23,740.00		09/04/2015
210299	2200069047		DAVE'S PLUMBING CHINO HILLS CA	08/27/2015	USD	625.00		09/02/2015
210300	2200069052		DAVID WHEELER'S PEST CONTROL, NORCO CA	08/27/2015	USD	576.16		09/08/2015
210301	2200069031		ENVIRONMENTAL EXPRESS CHARLESTON SC	08/27/2015	USD	246.32		08/31/2015
210302	2200069056		EPI-JSE LABS LLC ATLANTA GA	08/27/2015	USD	1,823.40		09/03/2015
210303	2200069055		EUFOPINS EATON ANALYTICAL, INGRAPEVINE TX	08/27/2015	USD	350.00		09/02/2015
210304	2200069062		EVOQUA WATER TECHNOLOGIES LLC PITTSBURGH PA	08/27/2015	USD	99.29		09/03/2015
210305	2200069067		FLORENCE FILTER CORP COMPTON CA	08/27/2015	USD	145.00		09/03/2015
210306	2200069010		FISHER SCIENTIFIC LOS ANGELES CA	08/27/2015	USD	462.41		09/01/2015
210307	2200069029		FLORENCE FILTER CORP COMPTON CA	08/27/2015	USD	501.99		08/31/2015
210308	2200069011		G P ELECTRIC MOTOR SERVICES POMONA CA	08/27/2015	USD	7,282.04		09/08/2015
210309	2200069053		GHD PASADENA CA	08/27/2015	USD	7,225.00		09/01/2015
210310	2200069039		GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	08/27/2015	USD	2,762.00		09/01/2015
210311	2200069021		GRAINGER PALATINE IL	08/27/2015	USD	1,978.03		09/01/2015
210312	2200069080		HALL, JASMIN CHINO HILLS CA	08/27/2015	USD	1,266.22		08/31/2015
210313	2200069012		HARRINGTON INDUSTRIAL PLASTICSCHINO CA	08/27/2015	USD	2,901.01		09/01/2015
210314	2200069077		HOBBS, DIANA APPLE VALLEY CA	08/27/2015	USD	469.02		09/02/2015
210315	2200069013		HOME DEPOT CREDIT SERVICES DES MOINES IA	08/27/2015	USD	1,483.58		09/01/2015
210316	2200069075		HORNE, WILLIAM YUCCA VALLEY CA	08/27/2015	USD	459.02		09/08/2015
210317	2200069041		INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	08/27/2015	USD	6,500.00		09/09/2015
210318	2200069044		INTEGRATED DESIGN SERVICES INCIRVINE CA	08/27/2015	USD	4,578.00		09/08/2015
210319	2200069023		J KELLER & ASSOCIATES INC CAROL STREAM IL	08/27/2015	USD	181.87		09/04/2015
210320	2200069061		LAW OFFICE OF MICHAEL R. NEBENZALABASAS CA	08/27/2015	USD	104,472.66		09/02/2015
210321	2200069050		LITTLE SISTER'S TRUCK WASH, INFONTANA CA	08/27/2015	USD	80.00		09/03/2015
210322	2200069082		MARTINEZ, MILENA CHINO HILLS CA	08/27/2015	USD	232.97		09/08/2015
210323	2200069028		MCMASTER-CARR SUPPLY CO CHICAGO IL	08/27/2015	USD	1,182.40		09/04/2015
210324	2200069049		MERCHANTS BUILDING MAINTENANCEMONTREY PARK CA	08/27/2015	USD	10,095.38		09/01/2015
210325	2200069030		MIDPOINT BEARING ONTARIO CA	08/27/2015	USD	586.48		08/31/2015
210326	2200069076		MILLER, ELMER L BLUE JAY CA	08/27/2015	USD	694.69		09/02/2015
210327	2200069018		MISSION REPROGRAPHICS RIVERSIDE CA	08/27/2015	USD	48.07		09/02/2015
210328	2200069070		MORENO VALLEY USD MORENO VALLEY CA	08/27/2015	USD	416.50		09/02/2015
210329	2200069037		NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	08/27/2015	USD	150.00		09/02/2015
210330	2200069027		NRD, LLC GRAND ISLAND NY	08/27/2015	USD	100.00		09/04/2015
210331	2200069009		OFFICE DEPOT LOS ANGELES CA	08/27/2015	USD	2,880.28		09/01/2015
210332	2200069046		OLIN CORP ATLANTA GA	08/27/2015	USD	10,349.53		09/02/2015
210333	2200069071		ONTARIO MUNICIPAL UTILITIES COONTARIO CA	08/27/2015	USD	47.49		09/01/2015
210334	2200069034		PALM AUTO DETAIL INC COLTON CA	08/27/2015	USD	1,886.40		09/02/2015
210335	2200069019		PETE'S ROAD SERVICE FULLERTON CA	08/27/2015	USD	711.25		09/01/2015
210336	2200069020		PETTY CASH EXPENDITURES CHINO CA	08/27/2015	USD	297.00		09/10/2015
210337	2200069025		POLYDYNE INC ATLANTA GA	08/27/2015	USD	11,948.04		09/02/2015
210338	2200069064		PREMIUM PROMOTIONALS UPLAND CA	08/27/2015	USD	76.46		09/03/2015

CITIZENS BUSINESS BANK
 CBB 122234149
 CHECK 231167641
 ONTARIO CA 917610000

Check Number	Check Date	Pay to	Final date	Check	Amount Paid (USD)	RECORDING/ISSUE NUMBER CODE	Month/Year
210339	08/27/2015	220069033	08/27/2015	USD	139.64	PUMP ENGINEERING SANTA FE SPRINGS CA	09/02/2015
210340	08/27/2015	220069014	08/27/2015	USD	8,178.99	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/02/2015
210341	08/27/2015	220069007	08/27/2015	USD	4,357.92	RBM LOCK & KEY ONTARIO CA	09/04/2015
210342	08/27/2015	220069055	08/27/2015	USD	3,759.34	RLS INDUSTRIES BAKERSFIELD CA	09/02/2015
210343	08/27/2015	220069058	08/27/2015	USD	8,334.00	ROBERKS CONSULTING GROUP INC BEVERLY HILLS CA	09/04/2015
210344	08/27/2015	220069078	08/27/2015	USD	64.40	ROSALES, TIMOTEO CHINO HILLS CA	09/01/2015
210345	08/27/2015	220069038	08/27/2015	USD	5,918.08	ROYAL WHOLESALR ELECTRIC ORANGE CA	09/03/2015
210346	08/27/2015	220069038	08/27/2015	USD	2,000.00	SAN ANTONIO WATER COMPANY UPLAND CA	09/08/2015
210347	08/27/2015	220069026	08/27/2015	USD	446.82	SHAPE PRODUCTS CO OAKLAND CA	09/01/2015
210348	08/27/2015	220069042	08/27/2015	USD	295.13	SKALAR INC BUFORD GA	09/03/2015
210349	08/27/2015	220069016	08/27/2015	USD	359.66	SMART & FINAL LOS ANGELES CA	09/08/2015
210350	08/27/2015	220069073	08/27/2015	USD	439,631.60	SO CALIF EDISON ROSEMEAD CA	09/01/2015
210351	08/27/2015	220069022	08/27/2015	USD	1,768.28	SUNRISE COLLISION CENTER FONTANA CA	09/04/2015
210352	08/27/2015	220069032	08/27/2015	USD	152.22	U S HOSE INC ONTARIO CA	09/01/2015
210353	08/27/2015	220069079	08/27/2015	USD	17.82	VELARDE, TERESA CHINO HILLS CA	09/01/2015
210354	08/27/2015	220069072	08/27/2015	USD	973.75	VERIZON CALIFORNIA DALLAS TX	09/01/2015
210355	08/27/2015	220069069	08/27/2015	USD	13,775.00	VIBRATION INSTITUTE OAK BROOK IL	09/01/2015
210356	08/27/2015	220069092	08/27/2015	USD	291.60	KONICA MINOLTA PASADENA CA	09/03/2015
210357	08/27/2015	220069091	08/27/2015	USD	2,311.48	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	09/03/2015
210358	08/27/2015	220069093	08/27/2015	USD	63.79	SO CALIF GAS MONTEREY PARK CA	09/08/2015
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Check Register

09/14/2015 / 08:45:08
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Page: 11

Check Number	Pay to	Payment	Post date	Cur	Amount	Recipier/Total Debit	Acct / VGL
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ONTARIO CA 917610000

CITIZENS BUSINESS BANK

Bank CBB
Bank Key 122234149
Acct number WCOMP 231159290

Checks created manually

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04252		2200068607	08/05/2015	USD	151.92	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/07/2015	
04253		2200068608	08/05/2015	USD	125.61	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/07/2015	
04254		2200068609	08/05/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/07/2015	
04255		2200068610	08/05/2015	USD	112.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/12/2015	
04256		2200068611	08/05/2015	USD	8.74	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/13/2015	
04257		2200068747	08/12/2015	USD	88.62	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/13/2015	
04258		2200068748	08/12/2015	USD	133.35	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/13/2015	
04259		2200068749	08/12/2015	USD	76.42	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04260		2200068753	08/12/2015	USD	80.50	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/18/2015	
04261		2200068754	08/12/2015	USD	90.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	03/18/2015	
04262		2200068755	08/12/2015	USD	29.30	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/26/2015	
04263		2200068756	08/12/2015	USD	849.20	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/18/2015	
04264		2200068757	08/12/2015	USD	416.30	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/18/2015	
04265		2200068758	08/12/2015	USD	56.68	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/27/2015	
04266		2200068759	08/12/2015	USD	875.90	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	06/18/2015	
04267		2200068760	08/12/2015	USD	280.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04268		2200068761	08/12/2015	USD	148.56	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04269		2200068762	08/12/2015	USD	72.56	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04270		2200068763	08/12/2015	USD	235.07	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04271		2200068764	08/12/2015	USD	48.00	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	08/21/2015	
04272		2200069083	08/19/2015	USD	92.45	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/21/2015	
04273		2200069084	08/19/2015	USD	103.99	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/21/2015	
04274		2200069085	08/19/2015	USD	144.94	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/24/2015	
04275		2200069086	08/26/2015	USD	103.99	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/31/2015	
04276		2200069087	08/26/2015	USD	196.61	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/31/2015	
04277		2200069088	08/26/2015	USD	620.60	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/31/2015	
04278		2200069089	08/26/2015	USD	6,960.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	08/31/2015	
04279		2200069090	08/26/2015	USD	300.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/02/2015	
04280		2200069234	08/31/2015	USD	24.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/02/2015	
04281		2200069235	08/31/2015	USD	188.78	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
04282		2200069236	08/31/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
04283		2200069237	08/31/2015	USD	48.12	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
04284		2200069238	08/31/2015	USD	92.97	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
04285		2200069239	08/31/2015	USD	67.47	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
04286		2200069240	08/31/2015	USD	65.04	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	09/03/2015	
* Payment method Checks created manually								USD
								13,154.39

Check Number From To	Payment	Prcl Date	Ccy	Amount Paid (BCT)	Recipient/Avoid Reason Code	Prcl Avail
**			USD	13,154.39		

Check	Payee / Description			Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 16 8/7 Taxes	HR	0036100	42,182.05
	P/R 16 8/7 Taxes	HR	0036100	8,569.65

	EMPLOYMENT DEVELOPMENT DEPARTM\$			50,751.70
Wire	INTERNAL REVENUE SERVICE			
	P/R 16 8/7 Taxes	HR	0036100	264,244.08

	INTERNAL REVENUE SERVICE	\$		264,244.08
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R DIR 008 8/14 Taxes	HR	0036200	337.52

	EMPLOYMENT DEVELOPMENT DEPARTM\$			337.52
Wire	INTERNAL REVENUE SERVICE			
	P/R DIR 008 8/14 Taxes	HR	0036200	1,899.38

	INTERNAL REVENUE SERVICE	\$		1,899.38
Wire	BANK OF AMERICA NT&SA			
	P/R 16 8/7/15 EFT Direct Deposit	080715		630,403.85

	BANK OF AMERICA NT&SA	\$		630,403.85
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 17 8/21 Taxes	HR	0036300	9,198.78
	P/R 17 8/21 Taxes	HR	0036300	48,711.37
	P/R 17 8/21 Taxes	HR	0034500	10.09-

	EMPLOYMENT DEVELOPMENT DEPARTM\$			57,900.06
Wire	INTERNAL REVENUE SERVICE			
	P/R 17 8/21 Taxes	HR	0036300	293,419.91
	P/R 17 8/21 Taxes	HR	0034500	171.60-

	INTERNAL REVENUE SERVICE	\$		293,248.31
Wire	BANK OF AMERICA NT&SA			
	P/R 17 8/21/15 EFT Direct Deposit	082115		666,230.84

	BANK OF AMERICA NT&SA	\$		666,230.84
ACH	ICMA RETIREMENT TRUST 457			
	P/R 16 8/7 Deferred Comp Ded	HR	0036100	12,913.15

	ICMA RETIREMENT TRUST 457	\$		12,913.15
ACH	LINCOLN NATIONAL LIFE INS CO			
	P/R 16 8/7 Deferred Comp Ded	HR	0036100	22,941.20

	LINCOLN NATIONAL LIFE INS CO	\$		22,941.20
ACH	ICMA RETIREMENT TRUST 401			
	P/R 16 8/7 Exec Deferred Comp	HR	0036100	9,640.19

	ICMA RETIREMENT TRUST 401	\$		9,640.19

Check Payee / Description Amount

ACH	AQUA BEN CORPORATION		
	RP1-16,100 Lbs Polymer 750A	33471	21,105.55
	RP1-13,800 Lbs Polymer 750A	33488	18,090.48
	DAFT-2,300 Lbs Polymer 748E	33470	2,496.42
	AQUA BEN CORPORATION	\$	41,692.45

ACH	JCI JONES CHEMICALS INC		
	TP1-5,009 Gals Sdm Hypchlrt	660642	2,870.16
	TP1-4,953 Gals Sdm Hypchlrt	660704	2,838.07
	TP1-5,021 Gals Sdm Hypchlrt	659841	2,877.03
	TP1-5,027 Gals Sdm Hypchlrt	659818	2,880.47
	TP1-5,011 Gals Sdm Hypchlrt	659842	2,871.30
	TP1-4,949 Gals Sdm Hypchlrt	660641	2,835.78
	TP1-5,027 Gals Sdm Hypchlrt	660009	2,880.47
	TP1-4,929 Gals Sdm Hypchlrt	660432	2,824.32
	JCI JONES CHEMICALS INC	\$	22,877.60

ACH	LASER LINE		
	HQA-Svc HP 9250C Scanner,Dcmnt Feeder Ki	28076	311.10
	ISS-Color Toner Cartridges	28078	452.48
	HQB-Svc HP 3800DTN,Transfer Belt Duplex	28077	455.70
	LASER LINE	\$	1,219.28

ACH	NAPA GENUINE PARTS COMPANY		
	1 Battery,1 Core Deposit	163934	139.32
	NAPA GENUINE PARTS COMPANY	\$	139.32

ACH	SANTA ANA WATERSHED		
	June 2015 Truck Discharge	8679	287.20
	June 2015 Service	8685	116,524.64
	SANTA ANA WATERSHED	\$	116,811.84

ACH	GK & ASSOCIATES INC		
	RP1-6/15 Prof Svcs	15-213	25,254.00
	GK & ASSOCIATES INC	\$	25,254.00

ACH	DANRAE, INC		
	EN15052-6/2015 Professional Services	140612-R	6,370.00
	DANRAE, INC	\$	6,370.00

ACH	IEUA GENERAL EMPLOYEES ASSOCIA		
	P/R 16 8/7 Employee Ded	HR 0036100	1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$		1,131.60

ACH	IEUA PROFESSIONAL EMPLOYEES AS		
	P/R 16 8/7 Employee Ded	HR 0036100	340.00
	IEUA PROFESSIONAL EMPLOYEES ASS\$		340.00

ACH DISCOVERY BENEFITS INC

Check	Payee / Description		Amount
	P/R 16 8/7 Cafeteria Plan	HR 0036100	2,793.33
	DISCOVERY BENEFITS INC	\$	2,793.33
ACH	UNIVAR USA INC		
	RP1-13,355 Lbs Sodium Bisulfite	LA141719	3,360.26
	RP5-11,764 Lbs Sodium Bisulfite	LA136571	2,959.88
	RP1-13,355 Lbs Sodium Bisulfite	LA141415	3,360.26
	RP5-6,363 Lbs Sodium Bisulfite	LA133296	1,517.86
	CCWRP-6,363 Lbs Sodium Bisulfite	LA132601	1,517.85
	CCWRP-12,655 Lbs Sodium Bisulfite	LA139778	3,184.26
	UNIVAR USA INC	\$	15,900.37
ACH	AQUA BEN CORPORATION		
	RP1-16,100 Lbs Polymer 750A	33511	21,105.55
	DAFT-11,500 Lbs Polymer 748E	33510	12,482.10
	AQUA BEN CORPORATION	\$	33,587.65
ACH	HASCO OIL COMPANY, INC.		
	RP2-Mobil SHC 630	0194321-IN	3,730.52
	RP2-Mobiltemp SCH 32	0194408-IN	86.39
	HASCO OIL COMPANY, INC.	\$	3,816.91
ACH	JCI JONES CHEMICALS INC		
	RP2-1,799 Gals Sdm Hypchlrt	661262	1,030.83
	CCWRP-3,033 Gals Sdm Hypchlrt	661511	1,737.91
	TP1-4,999 Gals Sdm Hypchlrt	661250	2,864.43
	TP1-5,037 Gals Sdm Hypchlrt	661085	2,886.20
	RP4-5,029 Gals Sdm Hypchlrt	661257	2,881.62
	RP5-5,043 Gals Sdm Hypchlrt	660304	2,889.64
	CCWRP-3,027 Gals Sdm Hypchlrt	660113	1,734.47
	CCWRP-5,009 Gals Sdm Hypchlrt	659843	2,870.16
	RP5-5,033 Gals Sdm Hypchlrt	659720	2,883.91
	TP1-4,981 Gals Sdm Hypchlrt	661400	2,854.11
	RP5-5,005 Gals Sdm Hypchlrt	660956	2,867.87
	RP4-2,526 Gals Sdm Hypchlrt	660652	1,447.40
	RP4-3,986 Gals Sdm Hypchlrt	659849	2,283.98
	RP4-4,000 Gals Sdm Hypchlrt	660306	2,292.00
	RP5-4,965 Gals Sdm Hypchlrt	661265	2,844.95
	JCI JONES CHEMICALS INC	\$	36,369.48
ACH	LASER LINE		
	HQ-Svc HP 9240 Scanner, Power Supply	28100	652.06
	HQ-Svc HP LJ 600/M601, Cassette Tray	28101	301.15
	LASER LINE	\$	953.21
ACH	NAPA GENUINE PARTS COMPANY		
	EPA Primer Bulb, Jar of Clamps	703020	50.21
	Halogen Lamp, Electro Mech Flasher	403657	36.26
	NAPA GENUINE PARTS COMPANY	\$	86.47
ACH	WESTERN MUNICIPAL WATER DISTRI		
	WR15001-6/1/15-6/30/15 7,199 Sprinkler N IEUA-748		25,916.40

Check	Payee / Description	Amount
	WESTERN MUNICIPAL WATER DISTRI\$	25,916.40
ACH	INLAND EMPIRE REGIONAL 7/15 Biosolids 90016598	245,094.66
	INLAND EMPIRE REGIONAL \$	245,094.66
ACH	PEST OPTIONS INC 6/15 Magnolia Channel Weed Abatement 245408 225.00 June 2015 GWR Weed Abatement Services 246038 5,916.00 RP2 3/23,24 Aquatic Weed Control 242582 355.00 RP2 4/3 Aquatic Weed Control 242955 318.00 RP2 5/4 Aquatic Weed Control 244256 318.00 RP2 6/16 Aquatic Weed Control 245456 318.00 June 2015 Weed Abatement Services 245213 2,395.46	
	PEST OPTIONS INC \$	9,845.46
ACH	THIRDWAVE CORPORATION IS15002-6/1-6/30 ECM Enterprise Assessme 15-1981	11,934.00
	THIRDWAVE CORPORATION \$	11,934.00
ACH	DISCOVERY BENEFITS INC P/R DIR 008 8/14 Cafeteria Plan HR 0036200	80.00
	DISCOVERY BENEFITS INC \$	80.00
ACH	GK & ASSOCIATES INC 46-1141-6/15 Prof Svcs 15-218 11,264.00 46-1141-6/15 Prof Svcs 15-217 16,077.00 46-1141-6/15 Prof Svcs 15-216 22,204.00 46-1141-6/15 Prof Svcs 15-215 21,472.00 46-1141-6/15 Prof Svcs 15-214 14,080.00	
	GK & ASSOCIATES INC \$	85,097.00
ACH	ICMA RETIREMENT TRUST 457 P/R 17 8/21 Deferred Comp Ded HR 0036300	12,315.36
	ICMA RETIREMENT TRUST 457 \$	12,315.36
ACH	LINCOLN NATIONAL LIFE INS CO P/R 17 8/21 Deferred Comp Ded HR 0036300	48,694.91
	LINCOLN NATIONAL LIFE INS CO \$	48,694.91
ACH	ICMA RETIREMENT TRUST 401 P/R 17 8/21 Exec Deferred Comp HR 0036300	10,388.21
	ICMA RETIREMENT TRUST 401 \$	10,388.21
ACH	AQUA BEN CORPORATION RP1-13,800 Lbs Polymer 750A 33543 18,090.48 DAFT-4,600 Lbs Polymer 748E 33542 4,992.84 RP2-18,400 Lbs Polymer 748E 33553 19,971.36	
	AQUA BEN CORPORATION \$	43,054.68

Check	Payee / Description	Amount
ACH	HASCO OIL COMPANY, INC RP1-Mobil-SHC 629,FM White Oil 90 0194454-IN	3,563.80
	HASCO OIL COMPANY, INC. \$	3,563.80
ACH	JCI JONES CHEMICALS INC TP1-5,035 Gals Sdm Hypchlrt 661655	2,885.06
	TP1-4,995 Gals Sdm Hypchlrt 660644	2,862.14
	RP5-4,955 Gals Sdm Hypchlrt 661662	2,839.22
	CCWRP-5,031 Gals Sdm Hypchlrt 661927	2,882.76
	TP1-3,019 Gals Sdm Hypchlrt 660839	1,729.89
	JCI JONES CHEMICALS INC \$	13,199.07
ACH	NAPA GENUINE PARTS COMPANY Tradesman Vise,Adapter 703167	723.05
	2 Air Filters 164837	93.81
	NAPA GENUINE PARTS COMPANY \$	816.86
ACH	GOV CONNECTION INC Mouses 52865857	150.66
	Thin Client 52887635	427.94
	GOV CONNECTION INC \$	578.60
ACH	AGRICULTURAL RESOURCES 9/15 Wtr Quality Consult 9/15 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES \$	6,000.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 17 8/21 Employee Ded HR 0036300	1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,131.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 17 8/21 Employee Ded HR 0036300	470.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	470.00
ACH	DISCOVERY BENEFITS INC P/R 17 8/21 Cafeteria Plan HR 0036300	2,793.14
	DISCOVERY BENEFITS INC \$	2,793.14
ACH	DISCOVERY BENEFITS INC P/R 15 & P/R 16 Admin Fees 0000564719-IN	152.00
	DISCOVERY BENEFITS INC \$	152.00
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

Check	Payee / Description	Amount
	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
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	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	195.24
	GADDY, CHARLES L	\$ 195.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 73.24
	BAKER, CHRIS	\$ 73.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 122.00
	WEBB, DANNY C	\$ 122.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 260.59
	HUMPHREYS, DEBORAH E	\$ 260.59
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 147.76
	MOUAT, FREDERICK W	\$ 147.76
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 122.00
	MORGAN, GARTH W	\$ 122.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 25.76
	ALLINGHAM, JACK	\$ 25.76
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 437.66
	MAZUR, JOHN	\$ 437.66
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

Check	Payee / Description	Amount
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 317.24
	DAVIS, GEORGE	\$ 317.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 25.76
	MONZAVI, TAGHI	\$ 25.76
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 173.51
	PETERSEN, KENNETH	\$ 173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 173.51
	TRAUTERMAN, HELEN	\$ 173.51
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

Check	Payee / Description	Amount
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 51.51
	TROXEL, WYATT	\$ 51.51
ACH	CORLEY, WILLIAM 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	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 289.90
	VER STEEG, ALLEN J	\$ 289.90
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 408.35

Check	Payee / Description	Amount
	HACKNEY, GARY	\$ 408.35
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 73.24
	CAREL, LARRY	\$ 73.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 315.66
	TOL, HAROLD	\$ 315.66
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 457.80
	BANKSTON, GARY	\$ 457.80
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 122.00
	ATWATER, RICHARD	\$ 122.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 437.66
	FIESTA, PATRICIA	\$ 437.66
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 875.31
	DIGGS, JANET	\$ 875.31
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 138.59
	CARAZA, TERESA	\$ 138.59
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 469.02
	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

Check	Payee / Description	Amount
	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	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 441.14
	VERGARA, FLORENTINO	\$ 441.14
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
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	

Check	Payee / Description	Amount
	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
	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

Check	Payee / Description	Amount
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 Monthly 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
	MERRILL, DIANE	\$ 260.59
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 656.63
	HOUSER, ROD	\$ 656.63
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 138.59
	RUSSO, VICKI	\$ 138.59
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E	33572 4,992.84
	RP1-16,100 Lbs Polymer 750A	33573 21,105.55

Check	Payee / Description		Amount
	AQUA BEN CORPORATION	\$	26,098.39
ACH	JCI JONES CHEMICALS INC		
	CCWRP-3,005 Gals Sdm Hypchlrt	662591	2,867.87
	CCWRP-3,264 Gals Sdm Hypchlrt	661252	1,945.27
	RP4-4,467 Gals Sdm Hypchlrt	661807	2,559.59
	TP1-5,017 Gals Sdm Hypchlrt	661812	2,874.74
	TP1-4,987 Gals Sdm Hypchlrt	661932	2,857.55
	TP1-4,983 Gals Sdm Hypchlrt	661933	2,855.26
	TP1-4,995 Gals Sdm Hypchlrt	662049	2,862.14
	RP4-3,001 Gals Sdm Hypchlrt	662063	1,719.57
	CCWRP-3,009 Gals Sdm Hypchlrt	662189	1,724.16
	TP1-5,001 Gals Sdm Hypchlrt	662185	2,865.57
	TP1-5,015 Gals Sdm Hypchlrt	662339	2,873.60
	RP5-4,987 Gals Sdm Hypchlrt	662325	2,857.55
	TP1-5,009 Gals Sdm Hypchlrt	662514	2,870.16
	JCI JONES CHEMICALS INC	\$	33,733.03
ACH	LASER LINE		
	Inv-Toner-HP 3800,HP 90X	28113	581.13
	LASER LINE	\$	581.13
ACH	NAPA GENUINE PARTS COMPANY		
	Disconnect Switch,Do Not Operate Switch	704641	97.30
	NAPA GENUINE PARTS COMPANY	\$	97.30
ACH	SANTA ANA WATERSHED		
	July 2015 Truck Discharge	8702	504.13
	SANTA ANA WATERSHED	\$	504.13
ACH	UNIVAR USA INC		
	RP1-12,741 Lbs Sodium Bisulfite	LA149250	3,205.81
	UNIVAR USA INC	\$	3,205.81
ACH	DANRAE, INC		
	EN13016-7/2015 Professional Services	140622	3,325.00
	EN15052-7/2015 Professional Services	140621	3,806.25
	DANRAE, INC	\$	7,131.25
ACH	ROGER BRYENTON & ASSOCIATES		
	5 Rubber Dam Inspection Reports	2015-002	1,000.00
	ROGER BRYENTON & ASSOCIATES	\$	1,000.00
ACH	SHELL ENERGY NORTH AMERICA LP		
	7/15 Gas Commodity-Non Core	2674293	3,206.73
	7/15 Gas Commodity-Non Core	2670857	24,271.79
	7/15 Gas Cmmnty-Core,5/15 Adj	1100002880307	1,164.07
	SHELL ENERGY NORTH AMERICA LP	\$	22,229.13
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 16 8/7 Deferred Comp Ded	HR 0036100	14,071.46

Check	Payee / Description	Amount
	PUBLIC EMPLOYEE'S RETIREMENT S\$	14,071.46
Wire	STATE DISBURSEMENT UNIT	
	P/R 16 8/7 HR 0036100	1,026.91
	P/R 16 8/7 HR 0036100	147.67
	P/R 16 8/7 HR 0036100	205.40
	STATE DISBURSEMENT UNIT \$	1,379.98
Wire	PUBLIC EMPLOYEES' RETIREMENT S	
	8/15 Health Ins-Retirees, Board, Employees 1796 8/15	229,986.98
	PUBLIC EMPLOYEES' RETIREMENT S\$	229,986.98
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 16 8/7 PERS HR 0036100	241,543.17
	PUBLIC EMPLOYEES RETIREMENT SY\$	241,543.17
Wire	STATE BOARD OF EQUALIZATION	
	7/15 Sales Tax Deposit 23784561 7/15	6,721.00
	STATE BOARD OF EQUALIZATION \$	6,721.00
Wire	STATE DISBURSEMENT UNIT	
	P/R 17 8/21 HR 0036300	353.07
	P/R 17 8/21 HR 0036300	1,026.91
	STATE DISBURSEMENT UNIT \$	1,379.98
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 17 8/21 PERS HR 0036300	254,954.22
	PUBLIC EMPLOYEES RETIREMENT SY\$	254,954.22
Wire	METROPOLITAN WATER DISTRICT	
	June 2015 Water Purchase 8390	1,940,225.25
	METROPOLITAN WATER DISTRICT \$	1,940,225.25
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 17 8/21 Deferred Comp Ded Correction 082115 CORREC	3.00-
	P/R 17 8/21 Deferred Comp Ded HR 0036300	14,875.21
	PUBLIC EMPLOYEE'S RETIREMENT S\$	14,872.21

Grand Total Payment Amount: \$ 5,667,197.46

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR AUGUST 7, 2015

PRESENTED AT BOARD MEETING ON OCTOBER 21, 2015

GROSS PAYROLL COSTS			\$1,110,741.97
DEDUCTIONS			(\$479,203.54)
NET PAYROLL			<u>\$631,538.43</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105492 - 105492		
TRANSACTION PROCESSED	1	333	334
AMOUNT	\$1,134.58	\$630,403.85	<u>\$631,538.43</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR AUGUST 21, 2015

PRESENTED AT BOARD MEETING ON OCTOBER 21, 2015

GROSS PAYROLL COSTS			\$1,206,648.86
DEDUCTIONS			(\$539,283.74)
NET PAYROLL			<u>\$667,365.12</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105498 - 105498		
TRANSACTION PROCESSED	1	332	333
AMOUNT	\$1,134.28	\$666,230.84	<u>\$667,365.12</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR AUGUST 14, 2015
PRESENTED AT BOARD MEETING ON OCTOBER 21, 2015

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,576.00	\$1,164.09
TERRY L. CATLIN	\$3,415.25	\$1,172.06
STEVEN J. ELIE	\$2,965.25	\$481.84
JASMIN HALL	\$1,358.71	\$635.36
GENE T. KOOPMAN	\$1,504.35	\$207.73
TOTALS	\$12,819.56	\$3,661.08

TOTAL EFTS PROCESSED	0
BEGINNING CHECK NO.	105493
ENDING CHECK NO.	105497
TOTAL CHECKS PROCESSED	5

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO

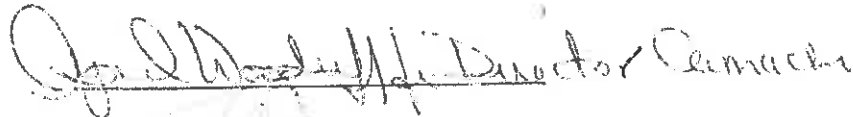
EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-15	IEUA Board Workshop	No (Cancelled)	\$-0-
07-01-15	Meeting with J. Withers & P. Levinson re: Water Smart	Yes	\$225.00
07-08-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
07-08-15	Engineering, Operations & Biosolids Mgmt. Committee Meeting	Yes (same day)	\$-0-
07-13-15	Meeting with M. Nebenzahl re: Sheilds Trial	Yes	\$225.00
07-14-15	Meeting with M. Nebenzahl re: Sheilds Trial	Yes	\$225.00
07-15-15	IEUA Board Meeting	Yes	\$225.00
07-15-15	IEUA Picnic & STAR presentation	Yes (same day)	\$-0-
07-19-15	Telecon with M. Nebenzahl re: Sheilds Trial	Yes	\$225.00
07-20-15	Meeting with M. Nebenzahl re: Sheilds Trial	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,575.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			7

DIRECTOR
SIGNATURE



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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-09-15	OP & T Committee Update Telecon	Yes	\$225.00
07-13-15	MWD Standing Committee Mtgs.	No	\$-0-
07-14-15	MWD Standing Committee and Board Meetings	No	\$-0-
07-28-15	MWD Other Committee Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			2
Total No. of Meetings Paid			2

DIRECTOR
SIGNATURE

Michael Camacho
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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-02-15	Policy Committee Meeting	No (cancelled)	\$-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 *Michael Camacho for Director Camacho*

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

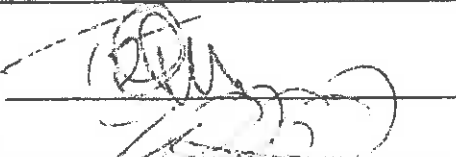
IEUA DIRECTOR PAYSHEET

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-15	IEUA Board Workshop	No (Cancelled)	\$-0-
07-08-15	Engineering, Operations & Biosolids Management Committee Meeting	Yes	\$225.00
07-08-15	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
07-08-15	Montclair Oversight Meeting	Yes (decline pymt.)	\$-0-
07-13-15	Meeting w/M. Nebenzahl re: Shields Trial	Yes	\$225.00
07-15-15	IEUA Board Meeting	No	\$-0-
07-22-14	Joint Water Managers and Technical Committee Meeting	Yes (decline pymt.)	\$-0-
07-28-15	Meeting w/ Kelly Kiseskey, Nebenzahl's Associate re: Shields Trial	Yes	\$225.00
07-29-15	Meeting w/ C. Cantu and J. Grindstaff to discuss Compensation Study	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00
Total No. of Meetings Attended			7
Total No. of Meetings Paid			4

DIRECTOR SIGNATURE



Approved by:

Steven J. Elie
 Secretary/Treasurer, Board of Directors

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

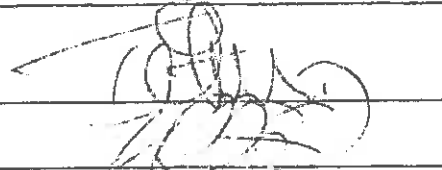
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-07-15	SAWPA Commission Workshop	Yes	\$225.00
07-21-15	SAWPA Commission Meeting	Yes	\$225.00

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015)	\$450.00
Total No. of SAWPA Meetings Attended	2
Total No. of SAWPA Meetings Paid	2

DIRECTOR
SIGNATURE



Approved by:

Steven J. Elie
Secretary/Treasurer, Board of Directors

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

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

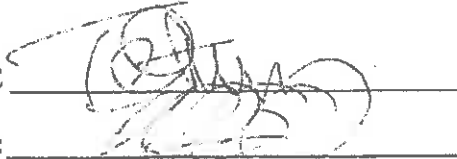
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-02-15	Policy Committee Meeting	No (cancelled)	\$-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**



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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-16-15	CBWM Advisory Cmte. Meeting	Yes (decline pymt.)	\$-0-
07-23-15	CBWM Board Meeting	Yes (decline pymt.)	\$-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			2
Total No. of Watermaster Meetings Paid			0

DIRECTOR
SIGNATURE _____

Approved by: _____

Steven J. Elic
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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-09-15	CDA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1

DIRECTOR
SIGNATURE



Approved by:

Steven J. Elie
Secretary/Treasurer, Board of Directors

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

IEUA DIRECTOR PAYSHEET

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-15	IEUA Board Workshop	No (Cancelled)	\$-0-
07-08-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
07-08-15	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
07-13-15	Meeting with M. Nebenzahl re: Shields Trial	Yes	\$225.00
07-14-15	Meeting with G. Newmark re: Plume	Yes	\$225.00
07-15-15	Meeting w/J. Grindstaff and staff to discuss grant requirements	Yes (staff)	\$-0-
07-15-15	IEUA Board Meeting	Yes	\$225.00
07-15-15	IEUA picnic & STAR presenter	Yes (same day)	\$-0-
07-24-15	RP-4 & GW Basin Tour w/Senator Connie Leyva	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			5

DIRECTOR SIGNATURE

Steven J. Elie

Approved By:

Terry Catlin
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-21-15	Conference call for Chair and Vice Chair for Agenda review	Yes	\$-0-
07-23-15	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	2
Total No. of Watermaster Meetings Paid	0

*Decline IEUA portion

DIRECTOR SIGNATURE *Spencer Woodruff for Director Elie*

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

IEUA DIRECTOR PAYSHEET

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-15	IEUA Board Workshop	No (cancelled)	\$-0-
07-08-15	Public, Leg, & Water Resources Committee Meeting	Yes (same day)	\$-0-
07-08-15	E&O Committee Meeting (Alt)	Yes	\$225.00
07-08-15	Finance, Legal & Admin. Committee	Yes (same day)	\$-0-
07-15-15	IEUA Board Meeting	Yes	\$225.00
07-24-15	RP-4 & GW Basin Tour w/Senator Connie Leyva	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			3

DIRECTOR
SIGNATURE

Opal Woodruff for Director Hall

Approved by:

Terry Catlin
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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-07-15	SAWPA Commission Workshop	Yes	\$36.60
07-20-15	SAWPA Ad Hoc Committee Meeting	Yes	\$36.60
07-21-15	SAWPA Commission Meeting	Yes	\$36.60
TOTAL REIMBURSEMENT			\$109.80
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$36.60 – difference between SAWPA (\$188.40 (2015) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			3
Total No. of SAWPA Meetings Paid			3

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-09-15	Special 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 *Jasmin A. Hall for Director Hall*

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

IEUA DIRECTOR PAYSHEET

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

JULY 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-15	IEUA Board Workshop	No (Cancelled)	\$-0-
07-08-15	Finance, Legal & Administration Committee	No	\$-0-
07-15-15	IEUA Board Meeting	No	\$-0-
07-28-15	Meeting with K Kiseskey.re: Sheilds Trial	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$225.00
Total No. of Meetings Attended			1
Total No. of Meetings Paid			1

REPRESENTATIVE'S
 SIGNATURE

Gene Koopman

Approved by:


 Terry Catlin
 President, Board of Directors

**CONSENT
CALENDAR
ITEM**

1C



Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager

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

Warren T. Green
Manager of Contracts and Facilities Services

Subject: Internet-Based Solicitation and Bidding Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve award of a five-year competitively-let contract with two one-year options to Planet Bids; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

In December 2004, the Agency entered into a five-year contract with BidNet for a web-based solicitation and bidding service by piggybacking on the Metropolitan Water District (MWD) competitively-let contract. At the time, MWD received several proposals through the Request for Proposal process for the subject services with costs ranging from \$75,000 to \$1.5 million. Other member agencies, made up The Network consortium, also piggybacked on the MWD contract which shared in a reduced maintenance cost of the solicitation tool. MWD put out the capital outlay for development of The Network.

Prior to expiration of the MWD BidNet contract, MWD went back out for proposals and entered into a contract with Planet Bids. They went "live" with Planet Bids on February 4, 2008, effectively pulling out of The Network consortium. Over the next several years, other consortium partners also pulled out of The Network and moved over to Planet Bids or other internet based solicitation systems. Eastern Municipal Water District and the Agency remained with The Network negotiating contract extensions through February 2013. The service fees for

the consortium partners remained extremely low with The Network and the service offered met the Agency's basic needs.

In March 2011, staff prepared an RFP for an internet based solicitation tool to replace The Network. Other internet based solicitation tools had more functionality than The Network from staff's initial investigation. BidNet was not offering or updating any functionality to The Network. The RFP was put on hold pending further analysis and research, including review of Construction Management's CIPO system functionality. At the conclusion of the research, the Agency negotiated a new three-year contract with BidNet extending the use of The Network through February 9, 2016.

There has been a noticeable decline in vendor participation in The Network resulting in fewer proposals and bids received for the Agency's Request for Proposals and Invitations for Bids. In April 2015, Eastern Municipal Water District completed a competitive solicitation and awarded Planet Bids a five-year contract, expiring May 31, 2020. Their primary reason for moving to Planet Bids was for increased competition due to declining participation by vendors with The Network. Planet Bids has an extensive list of participating agencies and cities under contract which provide more opportunities for vendors. Here are just a few of the agencies under contract with Planet Bids; MWD, Central Contra Costa Sanitary District, Coachella Valley Water District, Eastern Municipal Water District, Orange County Sanitation District, Port of Long Beach, Omni Trans, Riverside County Transportation Commission, San Diego County Regional Airport Authority, San Diego Metropolitan Transit System, North County Transit District, San Diego Unified Port District, Metrolink, multiple cities within California, as well as school districts.

In line with the Agency's Business Goals under Business Practices for increased efficiency and effectiveness, staff has been reviewing the Planet Bids' contracts that include the piggyback clause in support of identifying the best deal for the Agency. After review of several Planet Bid contracts with MWD, San Diego County Regional Airport Authority and Eastern Municipal Water Districts, staff determined the Agency should piggyback on the San Diego County Regional Airport Authority Contract. This will allow the Agency to have use of the Vendor Management Basic Bid System, Advanced eBidding for Public Works, and Evaluation Management. Another benefit for the use of Planet Bids system is their vendor registration form includes the requirements for Contractor to include their Department of Industrial Relations (DIR) registration number due to the new law SB854. This eliminates staff time researching the information on the State's website before an award can be made.

The cost is \$35,575 the first year and with a five-year contract commitment, the yearly renewal price will increase three (3) percent instead of the five (5) percent offered. The cost for option years 6 and 7 will remain unchanged based on year five. The offer is for eight full-use licenses for Contracts and Procurement staff, and unlimited "read-only" access for other staff. The total cost for the five-year contract commitment is \$165,550.

Staff recommends the Board approve a contract with Planet Bids for a five-year contract term, with two additional option years.

The current contract with BidNet expires on February 9, 2016.

PRIOR BOARD ACTION

On December 15, 2004, the Board approved a five-year contract to BidNet for a web-based solicitation and bidding service.

IMPACT ON BUDGET

The costs for this service are included in the Fiscal Year 2015/2016 in the Administrative Services Fund under professional fees and services category budget. The budget for the remainder of the contract service costs will be included in the following fiscal years.



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PB System™ SUPPORT SERVICES AGREEMENT

This Support Services Agreement, which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 21st day of September 2015, by and between PLANETBIDS, INC., a California corporation, ("PlanetBids") and the following customer ("Customer") for the period from January 15, 2016 to January 14, 2021:

Customer Name:	<u>Inland Empire Utility Agency</u>
Street Address	<u>6075 Kimball Ave</u>
City, State ZIP	<u>Chino, CA 91708</u>
Department:	<u>Purchasing</u>
Principal Contact:	<u>Kathleen Baxter</u>
Title:	<u>Supervising Contracts and Programs Administrator</u>
Phone & Email:	<u>909-993-1678, kbaxter@ieua.org</u>
Method of Payment:	<u>Net 30 days</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement.

a) "Services" shall include the following: 1) use of the PlanetBids PB System™ Vendor and Bid Management modules for the purpose of vendor registration, posting and tracking Bid Requests and other information on Customer's website or private internet network, 2) up to eight (8) full user licenses access to the Vendor Management, Bid Management modules, 3) up to eight (8) user licenses access to the Advanced eBidding and Evaluation Management add-on modules 4) up to eight (8) user licenses and access to the Business Certification Data authorized by Metropolitan Water District of Southern California, 5) Agency wide user licenses for the Read-Only user licenses by the Purchasing and Contracts Departments, 6) Customer has option, to processing and distributing Bid Requests to additionally available PlanetBids suppliers within their selected categories at no additional cost.

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's website. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or sorted on the PB System™.

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

a) **Support Fees.** Customer agrees to pay PlanetBids a total of \$35,575.00 for Year 1. The fees for Year 2, Year 3, Year 4, Year 5 and optional years, Year 6 and Year 7, are outlined in Table (A) on the following page:

- 1) **Set-Up Fee.** The onetime setup fee of \$5,000.00. Customer shall pay a fee for the installation, configuration and testing of the PB System™ portal link to Customer's website, plus administrator set-up and a one-time online user training for up to eight (8) users for the vendor and bid management modules.
- 2) **Service Fee Payment.** Customer agrees to pay a service fee of \$30,575.00 for Year 1 of this Agreement and for each year including Year 2, Year 3, Year 4, Year 5 and optional years, Year 6 and Year 7 as outlined in Table (A) for the use of the PB System™ Advanced eBidding for Public Works, Evaluation Management modules, Business Certification Data access from Metropolitan Water District of Southern California, and Read-Only user licenses. A fee increase of three (3) percent applies onto Year 2, Year 3, Year 4, Year 5 and optional Year 6 as outlined in Table (A) on the following page.

Table (A)

PlanetBids™ MODULE	SETUP	YEAR 1 2016-2017	YEAR 2 2017-2018	YEAR 3 2018-2019	YEAR 4 2019-2020	YEAR 5 2020-2021	YEAR 6 2021-2022 (Optional)	YEAR 7 2022-2023 (Optional)
Vendor Management & Bid Management (Up to 8 user licenses)	\$ 3,500.00	\$16,825.00	\$17,330.00	\$17,850.00	\$18,385.00	\$18,937.00	\$18,937.00	\$18,937.00
eBidding Public Works add-on (Up to 8 user licenses)	\$ 0.00	\$ 4,500.00	\$ 4,635.00	\$ 4,774.00	\$ 4,917.00	\$ 5,065.00	\$ 5,065.00	\$ 5,065.00
Evaluation Management add-on (Up to 8 user licenses)	\$ 1,500.00	\$ 3,500.00	\$ 3,605.00	\$ 3,713.00	\$ 3,825.00	\$ 3,939.00	\$ 3,939.00	\$ 3,939.00
Business Certification Data (Up to 8 user licenses)	N/A	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Read-Only (Agency wide user licenses)	N/A	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Sub-Total	\$ 5,000.00	\$30,575.00	\$31,320.00	\$32,087.00	\$32,877.00	\$ 33,691.00	\$ 33,691.00	\$ 33,691.00
TOTAL	\$35,575.00	\$31,320.00	\$32,087.00	\$32,877.00	\$ 33,691.00	\$ 33,691.00	\$ 33,691.00	\$ 33,691.00

b) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services:

- 1) Special customization work-up shall be provided at PlanetBids' current standard rates pursuant to an estimate provided by PlanetBids.
- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available as of today at \$500.00, for up to 2 hours online, or a rate of \$1,875.00 for up to 4 hours onsite per class plus reasonable travel, living and parking expenses of the instructor, as applicable.
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up copy of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$125.00 per hour.

3. Use of Services.

a) PlanetBids is not responsible for the content and/or transactions on Customer's website. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operating policies and terminate this Agreement.

- 1) PlanetBids shall have the right to impose from time to time reasonable rules and regulations regarding the use of the Services. Customer agrees to comply with all such rules and regulations and with applicable laws, ordinances and regulations related to the use of Services; and not make any unauthorized commercial use of the

Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

3) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

4) In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

5) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) THE SERVICES ARE PROVIDED "AS IS." PLANETBIDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK. FURTHER, PLANETBIDS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE SERVICES OR SITES LINKED THERETO.

d) PlanetBids does not at any time come into possession of the products or services acquired through the Services and is not aware of the specific use to which those items will be put. In using the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates harmless from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of, or in any way connected with, Bid Requests and uncompleted or completed transactions related to the Services.

4. Termination. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein;

5. Confidentiality. PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids. Further, PlanetBids will have the right to use any Customer's name in connection with the advertising or promotion of the Services.

6. Copyright Protection. The PB System™ and all materials appearing on the PlanetBids website are protected by worldwide copyright laws and related international treaties. None of the materials may be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

7. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. Firefox 4.5+ (or better) and Internet Explorer 11.0+ (or better) support to the SSL protocol are acceptable, but we recommend that you use the latest browsers to ensure that you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its user names and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its user name and password, but the Customer shall be responsible for all activity and charges incurred by such employees and any fees resulting from the activation of the Reverse Auction feature. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

8. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided on the membership registration or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the these terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in San Bernardino County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on next page-

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

CUSTOMER: Inland Empire Utility Agency

By: 
Alan Zavian, Chief Executive Officer

By: _____
P. Joseph Grindstaff, General Manager

9/22/2015 (Date)

_____ (Date)

EXHIBIT "A"

STATEMENT OF WORK FOR SETUP, IMPLEMENTATION AND TRAINING

1. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up to eight (8) licensed users. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – “Level 2” customer service is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

2. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially load up the user licenses corresponding to each module as outlined in Table (A) of the Agreement for the Vendor Management, Bid Management, Advanced eBidding for Public Works, Evaluation Management modules, Business Certification Data access from Metropolitan Water District of Southern California PB System™, and Read-Only for Customer
- PlanetBids will provide online training, up to 2.5 hours for the PB System™ Vendor Management, Bid Management and Advanced e-Bidding for Public Works modules
- PlanetBids will provide online training, up to 60 minutes for PB System™ Evaluation Management module
- It is the Customer's responsibility to manage access to user licenses thereafter, in particular when users leave or join the organization

PB System™ set-up, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, PlanetBids will train all assigned users on-site at the Customer's training facility.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into PB System™ for up to eight (8) users for Customer.

The following implementation services will be provided:

- a. Customer's procurement portal web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding for purchasing of goods, services and public works projects - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

3. Professional Services

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at a rate of \$125/hour, billed in 1 hour increments. No work will begin on professional services before a mutually agreed-upon statement of work is completed. All on-site travel expenses will be passed-through to Customer. No travel will be expensed without the prior approval of Customer's management.

4. Help Desk

The PlanetBids Help Desk is available for "Level 2" support (as defined below) via our toll-free telephone number from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

Customer will be responsible for all "Level 1" support:

- A level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). More complex, technical questions should be directed to a PlanetBids level 2 support representative.

A PlanetBids representative will be responsible for "Level 2" support:

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

**CONSENT
CALENDAR
ITEM**


1D




Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

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: Contract Award for Banking Services to Citizens Business Bank

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract Number 4600001986 for banking services to Citizens Business Bank for a five-year contract with an option to extend for two additional years; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Citizens Business Bank (CBB) has been the Agency's primary banking services provider since the 1980s. The current contract awarded as part of a Request for Proposal (RFP) solicitation and executed on December 16, 2009, is set to expire on December 31, 2015.

On July 21, 2015, an RFP for banking services was posted on the BidNet Network. The primary objective of the RFP was to obtain the most cost effective and high-quality services to meet the current and future banking needs of the Agency and the Inland Empire Regional Composting Authority (IERCA). In addition to the thirty-one registered matches for banking services on the Network, the RFP was also sent to nine other banking institutions. A total of five proposals were received. Following is a summary of the RFP issuance, evaluation and contract award timeline.



Some of the primary banking requirements identified in the RFP included: online banking services, remote depository services, portals to streamline accounts receivable and accounts payable processes, electronic funds transfer, electronic fund transfer (EFT) payroll processing, credit card and vendor rebate programs, and support of multiple and varied bank accounts.

The evaluation team was comprised of key members of the Finance and Accounting department, including the Manager, Budget Officer and Chief Financial Officer. Each proposal was evaluated on its ability to deliver the primary banking needs and requirements as identified in the RFP, as well as the institutions financial strength, public sector experience, quality of customer services, conversion and training program, ongoing support and accessibility, local and regional presence, and overall cost net of interest earnings. The key evaluation parameters are listed in the attached "Evaluation on Banking Services Proposals for the Top Two Banks" schedule (Attachment A).

Most of the proposals provided user friendly online or internet portals that staff can use to perform banking services tasks and obtain a variety of reports to enhance cash management, such as downloading of daily transactions to update the Agency's financial system. For these services, most of the proposals provided a similar range of products, including a dedicated team for customer support. The major difference amongst the proposals was in the interest earnings rate and banking services cost.

- The yield rate offered for the sweep account ranged from 0.05% to 0.30%, or annual interest earnings of \$10,000 to \$60,000 based on an average balance of \$20 million.
- The yield offered for the earning credit rate (ECR) ranged from 0.35% to 0.55%, or annual interest earnings of \$4,000 to \$6,000 based on an available fund balance of \$1.2 million.
- Annual gross banking services costs quoted ranged from \$13,475 to \$25,161.

The table below summarizes the overall scores based on the criteria and banking service costs.

	Citizens Business Bank	Wells Fargo	Bank of the West	MUFG/ Union Bank	Grandpoint Bank
Total Evaluation Score*	93	87	86	75	57
Estimated Banking Services Costs (annual)	\$16,825	\$19,838	\$13,475	\$25,161	\$13,996

* Criteria included but not limited to the following: financial strength, completeness of responses, technical solutions –products and services, sweep yield rate, earning credit rate, personnel resources experience & governmental knowledge of bank team, collateralization, daylight overdraft, conversion plan, training programs, emergency recovery, and references.

Based on an extensive analysis, the evaluation team found CBB’s proposal to best meet the Agency requirements by providing the highest sweep and ECR yield rates; overall high quality banking services, and most cost effective solution for the Agency and the IERCA. The Agency has been receiving excellent service from CBB for over three decades. Over the last thirty years, CBB remains committed to delivering personal “one- on- one” professional and a superior level of service. As a regional bank with a strong presence throughout the Agency’s service area, CBB is able to more easily adapt to the changing needs of Agency and the IERCA. Therefore, the evaluation team recommends the Board of Directors award the contract for banking services to CBB for five years beginning January 1, 2016 through December 31, 2020, with an option to extend two additional years.

The RFP for banking services is consistent with the Agency’s Business Goal of Fiscal Responsibility to identify the financially secured institution most capable of providing the highest quality of service at the most reasonable overall cost.

PRIOR BOARD ACTION

On December 16, 2009, the Board of Directors awarded a three-year banking services contract to CBB with an option to extend for an additional three years.

On December 2012, the Board of Directors extended the banking services with CBB for three years.

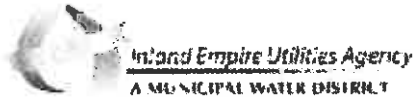
IMPACT ON BUDGET

The banking services cost is budgeted in the FY 2015/16 Administrative Services Program (GG) fund under financial services.

Evaluation on Banking Services Proposals for the Top Two Banks
(Highlights on some of the key components)

Bank Name	Technical Solution*	Cost Proposal	Rate of Interest Paid on Accounts and Earnings Credit Rate (ECR)	Customer Service	References
Citizens Business Bank	<p>Approved Daylight Overdraft Internal limit for \$5 million with no commitment fees.</p> <p>Bank Enhancements to our current banking services:</p> <ul style="list-style-type: none"> • Positive Pay-Payee Match • One Card Commercial Card • Business Online Banking and Zero Balance Account (ZBA) 	<p>Total proposed annual fees = \$16,825 (Competitive)</p>	<p>Highest rate of return on sweep and ECR offered.</p> <p>Sweep rate = 0.30%</p> <p>ECR = 0.55%</p> <p>Offers Repurchase Agreement</p>	<p>Excellent customer service. Prompt assistance including delivery from bank team to our office on items we requested.</p> <p>Proven track record for 30+ years</p>	<p>Excellent service, timely response to questions and recommendations on new services.</p>
Wells Fargo Bank	<p>Strong technical products and services with automated processes.</p> <p>Additional services compared to our current banking services:</p> <ul style="list-style-type: none"> • WellsOne Commercial Checking Account • Commercial Electronic Office (CEO) - online portal • Commercial Card Program - streamline expense • Zero Balance Account (ZBA) 	<p>Guaranteed 5-year fixed priced contract</p> <p>Total proposed annual fees = \$19,838 (Most expensive)</p>	<p>Competitive rate of return on sweep account and ECR.</p> <p>Sweep rate = 0.25%</p> <p>ECR = 0.40%</p> <p>Offers three automated StageCoach Sweep investment options - Preferred or Repurchase Agreement or Money Market Mutual Fund.</p>	<p>Team members are available during normal business hours, Monday through Friday. Relationship team can be reached by cell phone after business hours.</p> <p>Online tutorials and educational conferences available to clients</p> <p>The bank team to stay engaged throughout the implementation and ongoing through the banking relationship.</p>	<p>Excellent services, prompt response to questions, constant communications, and seamless conversion process.</p>

* Required services include deposit services, online/electronic banking, positive pay, stop payments, returned items, collateralization, daylight overdraft protection, payroll, check imaging, account maintenance, credit cards, training and support, and other innovations/enhancements.



4600001986

**FOR
BANKING SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this 14th day of October, 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 Citizens Business Bank, of Ontario, California (hereinafter referred to as "Provider") for banking services for the Inland Empire Utilities Agency and the Inland Empire Regional Composting Authority.

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: Jessica Sarmiento
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1633
Facsimile: (909) 993-1986
Email: jsarmiento@ieua.org

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

Provider: Sandra Mendes
Citizens Business Bank
Address: 12808 Central Avenue
Chino, CA 91710
Telephone: (909) 627-7316
Facsimile: (909) 627-2986
Email: ssmendes@cbbank.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 1. Amendments to Contract Number 4600001986.
 2. Contract Number 4600001986 General Terms and Conditions.
 3. Provider's Proposals, dated August 10, 2015.
 4. Request for Proposal No. RFP-KB-15-056 dated August 18, 2015.
 5. Provider's standard account agreements and documents.

4. **SCOPE OF WORK AND SERVICES:** Provider shall administer banking services for the Inland Empire Utilities Agency and the Inland Empire Regional Composting Authority, in accordance with the Agency's Request for Proposal Number RFP-KB-15-056, and Provider's Proposal dated August 10, 2015, which are both incorporated herein by this reference.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate five (5) years thereafter, unless the option periods are enacted which shall be done via an amendment to this contract, agreed to by both parties, reduced to writing, and amended to this Contract. This contract authorizes two (2), one-year option extensions.

6. **COMPENSATION:** Agency shall utilize a combination of fees and compensating balances to pay for banking services. Agency shall have the option to compensate the Provider through direct fees, compensating balances, or a combination of the two. There is no difference in the service activity per unit cost for using either method or the combination of both methods. Provider shall calculate an Earnings Allowance based on the highest Earnings Credit Rate of the tiered structure. The Earnings Allowance would be applied against the Agency's account monthly service activity. Any fees or earnings shall be applied to the Agency's accounts.

Estimated units may be subject to change since units reported below is based on the assumption that banking services will be provided to all three (3) accounts for IEUA, IERCF and Payroll. Currently, payroll account is maintained with a different institution with a goal to transition the payroll account to Provider.

Compensation shall be made in accordance with the following tables on page 3 and 4 of this contract.

(THIS AREA INTENTIONALLY LEFT BLANK)

CORE SERVICES	ESTIMATED		
	ANNUAL UNITS	UNIT COST	EST COST
<u>Account Services</u>			
Monthly Maintenance - Checking	36	17.00	612.00
Electronic Credit	296	0.05	14.80
Electronic Debit	642	0.05	32.10
ACH Returns	10	0.05	0.50
Items Deposited	7	-	-
Furnished Currency	1	1.75	1.75
Check Cashed - Non Client	30	-	-
Checks Paid	6,331	0.05	316.55
Deposit	20	1.50	30.00
Items Deposited (On-Us)	255	0.05	12.75
Items Deposited (Transit)	1,640	0.05	82.00
Items Deposited (Correction)	9	1.50	13.50
NSF Item Charge	-	18.00	-
Returned Deposit Item -ACH/Check/Draft	4	2.50	10.00
Returned Deposit Item - Redeposit	-	2.00	-
Wire Transfer - Incoming	40	7.50	300.00
Wire Transfer - Outgoing/Manual	5	35.00	175.00
Statement Paper	24	-	-
Stop Payment Order/Renewal- Manual	11	10.00	110.00
Deposit Protection Insurance (Corrected Units)	275,531	0.0120	3,306.37
<u>Remote Deposit Capture (RDC) Services</u>			
Monthly Maintenance - RDC	12	50.00	600.00
RDC Multi Feed Scanner	12	50.00	600.00
RDC Deposit	383	1.50	574.50
RDC Delete Deposit	3	8.00	24.00
<u>Online Banking Services</u>			
Monthly Maintenance - Online	12	100.00	1,200.00
Wire Transfer - Outgoing/Online	80	7.50	600.00
Stop Payment Order/Renewal - Online	28	10.00	280.00
ACH Outgoing - Online	1,431	0.05	71.55
ACH Reversal - Online	3	20.00	60.00
Statement - Electronic/Online	65	-	-
ACH Input File	26	-	-
ACH Consumer On Us Credits	1,864	0.05	93.20
ACH Consumer Off US Credits	5,888	0.05	294.40

CORE SERVICES	ESTIMATED		EST COST
	ANNUAL UNITS	UNIT COST	
Positive Pay			
Monthly Maintenance - Positive Pay	36	50.00	1,800.00
Positive Pay Per Item	6,101	0.08	488.08
Positive Pay Exception Item	10	2.00	20.00
ARP PPay No Recon Input Item	277		-
CPO ARP Positive Pay Notification	2,298		-
CPO Online Subscription	11		-
CPO Prem IR Maintenance	5,623		-
CPO PremPDR Item Stored	27		-
CPO Prem Research Item			-
Business Sweep			
Monthly Maintenance - Sweep	24	50.00	1,200.00
Image Services			
Monthly Maintenance - Image Services	24	25.00	600.00
Media Fee	24	25.00	600.00
Imaged Item	6,006	0.05	300.30
TOTAL - CORE SERVICES			14,423.35
OTHER SERVICES			
Positive Pay Payee Match (per acct/per mo)	12	10.00	120.00
Positive Pay Payee Match Per Item	6,101	0.02	122.02
ACH Positive Pay/ACH Filter (per acct/per mo)		45.00	
Positive Pat/ACH Filter Return		18.00	
ZBA Master Account Maintenance	12	25.00	300.00
ZBA Subsidiary Account Maintenance	24	10.00	240.00
BAI File	12	60.00	720.00
BAI Per Item		0.08	
Cash Letter-Image Monthly Maintenance		50.00	
Cash Letter Deposit		1.25	
Cash Letter-Per Item Deposited		0.12	
ACH Direct Transmission (per acct/per mo)	12	75.00	900.00
TOTAL - OTHER SERVICES			2,402.02
GRAND TOTAL			16,825.37

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract.

7. **CONTROL OF THE WORK:** Provider shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Provider 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 Provider is unable to accelerate the Work, Provider shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
8. **INSURANCE:** During the term of this Contract, the Provider shall maintain at Provider's sole expense, the following insurance.
 - A. **Minimum Scope of Insurance:**
 1. **General Liability:** \$(1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01, Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability:** \$(300,000) combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
 3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
 4. **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 under the direct supervision of the Agency; or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, and volunteers under the direct supervision of the Agency, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG 2010 1185, as respects: liability arising out of activities performed by or on behalf of the Provider,

or automobiles owned, leased, hired or borrowed by the Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, or employees. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to the 10 93 or 03 97.

- b. The Provider'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 Provider'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 Provider'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 Provider 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 Provider for the Agency.

3. All Coverages

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

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

- E. **Verification of Coverage:** Provider 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:** Provider shall submit all required certificates and endorsements to the following:
 - Risk Representative
 - Attn: Angela Witte
 - Inland Empire Utilities Agency
 - P.O. Box 9020
 - Chino Hills, California 91709

9. **LEGAL RELATIONS AND RESPONSIBILITIES**

- A. **Professional Responsibility:** The Provider 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 Provider:** The Provider is retained as an independent Provider 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 Provider 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 Provider shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Provider 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. **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.

- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Provider shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Provider 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, Provider 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 Provider by Agency, or any other person or entity. Provider 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 Provider's receipt of notice of the error. Upon request of Agency, Provider 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 Provider'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, Provider shall notify the Project Manager, in writing, detailing the dispute and reason for the Provider's position. Any dispute that cannot be resolved between the Project Manager and Provider shall be resolved in accordance with the provisions of this Contract.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Provider 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 Provider shall comply, pursuant to the Agency Project Manager instructions. If the Provider 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 Provider 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 Provider'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 Provider 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 Provider to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Provider are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Provider are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Provider a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Provider 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 Provider 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 Provider.
10. **INDEMNIFICATION:** To the fullest extent permitted by law, Provider shall indemnify and hold harmless and defend the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Provider, or any directors, officers, employees, or authorized volunteers of Agency or Provider, and damages to or destruction of property of any person, including but not limited to, Agency and/or Provider or their directors, officers, employees, or authorized volunteers, arising out of a breach by Provider of the terms of this Agreement;
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Provider;
 - 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 Provider to faithfully perform the work and all of the Provider's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, computations, lists, and/or other materials, documents, information, or data prepared by the Provider and/or the Provider's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Provider shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Provider agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Agency will be responsible for adhering to any Public Records request.

12. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Provider for its records and internal use. Provider 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.
- B. Material: Title to all material and reports prepared under the Contract shall pass to Agency when prepared, and such title shall be free and clear of any and all encumbrances. Provider shall have risk of loss of any Material or Agency-owned property of which it has custody.
- C. Disposition: Provider shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

13. NO ADDITIONAL COMPENSATION: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Provider of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Provider in complying with this Contract.

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

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

Provider: Deborah A. George
Senior Vice President and Manager
Government Services
Citizens Business Bank
701 N. Haven Avenue
Ontario, California 91764

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

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Provider, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Provider under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency;

except in connection with the sale or acquisition of Provider to another banking entity authorized to provide similar services in the State of California.

16. **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 Provider of any requests for disclosure of any documents pertaining to Provider.

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

17. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Provider'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 Provider. The Provider shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Provider 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 Provider.
19. **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.
20. **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 Provider. In the event of such termination, the Agency shall pay Provider for all authorized and Provider-invoiced services up to the date of such termination.
21. **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.
22. **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 Provider.

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:

CITIZENS BUSINESS BANK:

P. Joseph Grindstaff
General Manager

(Date)



Deborah A. George
Senior Vice President and Manager
Government Services

(Date)

10/5/15



Review and Approval of Request for Banking Services

**October 2015
Board Meeting**

Request for Banking Services Objectives and Process

- To obtain the most cost efficient and high quality services to meet the Agency's current and future banking needs

July 2015
Issued Request for Proposal (RFP) for Banking Services

August 2015
Received Five (5) Proposals

1. Bank of the West
2. CBB
3. Grand Point
4. MUFG/Union
5. Wells Fargo

Selection Results
Top 3 Banks by Ranking

1. CBB
2. Wells Fargo
3. Bank of the West

October 2015
BOARD MEETING
Recommend Awarding of Contract to CBB

November 2015
Award of Contract
Sign Contract
Notice to Proceed

Request for Banking Services

Selection Results

	Citizens Business Bank	Wells Fargo	Bank of the West	MUFG/ Union Bank	Grandpoint Bank
Total Evaluation Score*	93	87	86	75	57
Estimated banking service costs(annual)	\$16,825	\$19,838	\$13,475	\$25,161	\$13,996

*Criteria included but not limited to the following: financial strength, completeness of responses, technical solutions –products and services, sweep rate, ect, resource personnel, experience & governmental knowledge of bank team, collateralization, daylight overdraft, conversion plan, training program, emergency recovery, and references.

Justifications for Choosing Citizens Business Bank (CBB)

- ❑ Very strong financial position and regional presence
- ❑ The highest SWEEP yield and earnings credit rate (ECR)
- ❑ Competitive, reasonable banking service costs
- ❑ Exclusive pre-approved \$5 million daylight overdraft at no cost
- ❑ Excellent feedback from client references
- ❑ Superior personal (“one-on-one”) and professionalism level of service
- ❑ For the last three decades have provided high quality, cost-effective banking services to the Agency

Recommendation

- Approve the contract award for banking service to Citizens Business Bank for a five year period effective January 1, 2016 thru December 31, 2020, with an option to extend for an additional two years.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Questions?

The RFP for banking services is consistent with the Agency's Business Goal of Fiscal Responsibility to identify the financially secured institution most capable of providing the highest quality of service at the reasonable overall cost to the Agency.


**CONSENT
CALENDAR
ITEM**


1E




Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

From: P. Joseph Grindstaff 
General Manager

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

Jason Gu 
Grants Officer

Subject: Adoption of Resolution No. 2015-10-1, Approving the Application for Grant Funds from the Recreational Trails Program

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2015-10-1, approving the application for grant funds from the Recreation Trails Program from the California Department of Parks and Recreation; and
2. Authorize the General Manager or his designee to conduct all negotiations, execute and submit all documents, including but not limited to applications, agreements, and amendments, which may be necessary for the completion of the project.

BACKGROUND

The California Department of Parks and Recreation has established the Recreational Trails Program (RTP). The RTP provides funds to the State to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. The RTP program requires a 12% local cost share.

On September 15, 2015, IEUA submitted a grant application proposing the Chino Creek Wetlands Trail Facilities Project. This project will design and construct a pervious concrete parking lot, a restroom with storage facility, three pavilions with educational signage in order to provide additional outdoor classroom space throughout the park, and 1,145 linear feet of trail rehabilitation next to all of the proposed facilities.

The proposed project has a total estimated project cost of \$2,200,000. This grant application is seeking \$1,936,000 or 88% of the total project cost. The Agency's cost share is \$264,000 or 12%. The Agency has been providing temporary portable restroom facilities at \$580 monthly, or \$6,960 annually.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The park upgrade project is currently a budgeted project for FY 2020/21 under Regional Wastewater Operations and Maintenance Program (RO) Project. No. EN21002. If awarded, the Agency budget will be revised to align with the grant agreement to start construction in FY 2016/17. If awarded, this will be a major improvement to the park and eliminate the \$6,960 annual rental costs for the restroom facilities.

RESOLUTION NO. 2015-10-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY* (IEUA), SAN
BERNARDINO COUNTY, CALIFORNIA, APPROVING
THE APPLICATION FOR GRANT FUNDS FROM THE
RECREATIONAL TRAILS PROGRAM**

WHEREAS, the “Moving Ahead for Progress in the 21st Century (MAP-21)” provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application before submission of said Application to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of IEUA hereby:

1. Approves the filing of an Application for the Recreational Trails Program;
2. Certifies that the Project is consistent with the IEUAs general plan or equivalent planning document;
3. Certifies that IEUA has or will have available prior to commencement of any work on the Project included in this Application, sufficient funds to operate and maintain the Project;
4. Certifies that IEUA has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide;
5. Appoints the General Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment request and so on, which may be necessary for the completion of the Project; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED and ADOPTED this 14th day of October, 2015

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

ATTEST:

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

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2015-10-1 was adopted at a regular
Board Meeting on October 14, 2015, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(SEAL)

*A Municipal Water District


**CONSENT
CALENDAR
ITEM**


1F




Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

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

Sylvie Lee 
Manager of Planning and Environmental Compliance

Subject: Contract Award for the 2015 Urban Water Management Plans

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a professional services contract to ARCADIS U.S., Inc. for the development of two 2015 Urban Water Management Plans including a land use-based water demand model (Project No. WR16026), for a not-to-exceed amount of \$334,540; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The California Water Code (CWC) Section 10620(a) requires an urban water supplier to prepare and adopt an urban water management plan (UWMP) consistent with CWC Section 10640. The Urban Water Management Planning Act requires urban water suppliers to describe and evaluate the sources of water supply, efficient uses of water, water service reliability, demand management measures, implementation strategy and schedule, and other relevant information and program. The UWMP is required for an urban water supplier to be eligible for DWR state grants, loans, and drought assistance.

All urban water suppliers (including wholesalers), either publicly or privately owned, serving municipal water to 3,000 customers or supplying more than 3,000 acre-feet annually are required to prepare and file a copy of its UWMP with the Department of Water Resources (DWR), the California State Library, and any city or county within which the participating agency provides water supplies no later than 30 days after adoption. After adoption by the preparing agency's Board of Directors, a 2015 UWMP must be submitted to DWR by July 1, 2016.

In previous UWMP updates, staff has completed plans for the Agency, the Water Facilities Authority (WFA), and the Chino Basin Desalter Authority (CDA). For the 2015 UWMP reporting cycle, the CDA chose to complete its own 2015 UWMP. The Agency solicited proposals from thirteen qualified firms to complete the Agency's and the WFA's 2015 UWMPs. As part of the 2015 UWMP scope of work, the Agency has included a task to develop a land use-based water demand model. The model will be built from General Plan land use data and will incorporate existing and future development in the region by land use categories.

The 2015 UWMP will capture other Agency planning efforts incorporating its regional visions. Specifically, over the previous two years, staff has been preparing an Integrated Resources Plan (IRP) and an update to the Water Use Efficiency (WUE) Business Plan. Key elements of these documents will be incorporated into the UWMP to enhance the UWMP requirements as outlined in the 2015 UWMP Guidebook for Wholesale Water Suppliers. Staff will assist the UWMP consultant by providing unique content from the IRP and WUE Business Plan to enhance various UWMP sections. Examples include unique regional planning factors influencing water supply reliability, population growth, supply and demand projections, demand management measures, and the impacts of projected land use and future WUE standards on water demands.

The Agency issued a competitive request for proposals for this professional services contract on September 8, 2015 to thirteen prospective consultants through an electronic solicitation. A mandatory pre-bid meeting was held on September 15, 2015 with a total of six firms in attendance. Proposals were due on September 25, 2015 and the Agency received two proposals. Agency staff reviewed the received proposals based on past performance, team experience, project understanding, methodology, and project management. Through the review process, ARCADIS U.S.A., Inc. was the staff's selection.

Staff is recommending that the Board award a professional services contract to ARCADIS U.S.A., Inc. for the development of 2015 Urban Water Management Plans including a land-use based water demand model for both the Agency and WFA (Project No. WR16026) for a not-to-exceed amount of \$334,540.

The development of these 2015 UWMPs and land use-based demand model is consistent with the Agency's Business Goal of increasing *Water Reliability* by promoting cost-effective, reliable, efficient and sustainable water supplies within the region.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the cost of the professional services contract of \$334,540 for the development of two 2015 Urban Water Management Plans and land use-based demand model, Project No. WR16026, is budgeted in the Water Resources (10700) Fund and is within the total project budget of \$750,000.

Attachment: Contract with ARCADIS U.S., Inc. for the development of two 2015 Urban Water Management Plans



CONTRACT NUMBER: 4600001991

FOR

**PROFESSIONAL CONSULTING SERVICES RELATED TO PREPARATION OF TWO
URBAN WATER MANAGEMENT PLANS, ONE FOR INLAND EMPIRE UTILITIES
AGENCY AND ONE FOR THE WATER FACILITIES AUTHORITY (WFA)**

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 "the Agency" or "IEUA"), and ARCADIS U.S., Inc., of Irvine, California (hereinafter referred to as "Consultant"), for professional consulting services associated with the preparation of the 2015 Urban Water Management Plans for the Agency and for the WFA, hereinafter referred to as "Project".

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: Lisa Morgan-Perales
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1520
Facsimile: (909) 993-1987
Email: Lperales@ieua.org

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

Consultant: James A. Cathcart, PE
Address: ARCADIS U.S., Inc.
320 Commerce, Suite 200
Irvine, CA 92602
Telephone: (714) 730-9052
Facsimile: (714) 730-9345
Cell: (714) 508-2632
Email: jim.cathcart@arcadis.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 4600001991.
- B. Contract Number 4600001991 General Terms and Conditions.
- C. Consultant's proposal, dated September 25, 2015, Attachment A.

4. SCOPE OF WORK AND SERVICES: Consultant's services and responsibilities, supporting the Agency's preparation of the 2015 Urban Water Management Plan for both IEUA and WFA, in accordance with RFP-HD-15-070 (Attachment A) and the Consultant's Proposal, dated September 25, 2015 (Attachment B), which are incorporated herein and made a part hereof with this reference.

The Agency may, at any time, identify additional scope of work that may be added to the contract. The Agency will provide the format, structure, and presentation guidelines for such additional scope of work. No work will be added to the contract unless the scope of said work is reduced to writing, mutually agreed to and signed by both parties, and formally amended to this contract.

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

6. COMPENSATION, INVOICING, AND PAYMENT: The Consultant may submit an invoice in accordance with the agreed-upon schedule of services and fees, shown in Attachment B. The Agency shall pay Contractor's properly executed invoice, 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 requirements of this Contract, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

All invoices shall be formulated consistent with the Schedule of Work and Services shown in Attachment B, and prominently display "Contract Number 4600001991, and PO Number 45000 _____" on the first page to qualify for timely processing.

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

Inland Empire Utilities Agency
Re: Contract Number: 4600001991
P.O. Box 9020
Chino Hills, CA 91709

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

- To: APGroup@ieua.org
- a. Scan the invoice as a PDF file
 - b. Attach the scanned file to an email
 - c. IEUA staff will acknowledge receipt of the invoice.

Concurrent with submittal of an original invoice to the Agency's Accounts Payable Department, the Contractor shall forward, via email or Fax, a copy of said invoice to the Agency's designated Project Manager identified on Page 1 of this Contract.

If applicable, Contractor shall provide, with their invoice, certified payroll documentation to verify that Contractor and subcontractors have 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>).

No Additional Compensation: Nothing set forth in this Contract shall be deemed to require additional 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.

As evidenced by the signature of the Consultant, to execute this Contract, the Consultant is aware, and accepts, the timeline for payment processing. Consultant shall prepare and submit invoices accordingly. In all cases, the Project Manager will review and approve the invoices.

Contractor's invoices shall be submitted as follows:

Inland Empire Utilities Agency
Attention: Accounts Payable Department
Re: Contract Number: 4600001991
P.O. Box 9020
Chino Hills, CA 91709

As compensation for the completion of the work represented by this Contract, the Agency shall pay Consultant's invoices up to a NOT-TO-EXCEED total authorized amount of **\$334,540** for all services provided throughout the term of this Contract. The Consultant shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date without an Amendment to the Contract.

The Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The Total Authorized Amount and Term 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 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 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 the Agency.

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01, covering 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. A Waiver of Subrogation will be required.

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 additional insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.
- b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, and volunteers for losses arising from 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 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: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all sub-consultants prior to commencing work or allowing any sub-consultant 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: Consultant 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 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 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 Consultant 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 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. 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.
- F. 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. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. Additionally, for a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to the Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by the Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct all other errors within thirty (30) calendar days after Contractor's receipt of such notice. Upon request of the Agency, Contractor shall correct any error deemed important by the Agency in its sole discretion as to the Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of such notice. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- H. 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 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 Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to the 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 the 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 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 Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
- I. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Consultant shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Consultant or any sub-consultant 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.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant 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 Consultant, its directors, employees, agents and assigns in the performance of the work under this contract.
13. **TITLE AND RISK OF LOSS:**
 - A. **Documentation:** Title to the Documentation shall pass to the 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 the 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 the 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 the Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: The Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of the Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to the Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for the Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to the Agency a non-exclusive, irrevocable, royalty-free license, as may be required by the 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, for the duration of the contract.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to the Agency, all necessary licenses regarding such Proprietary Rights so as to allow the 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 the Agency.
- B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by the 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. **LIENS**: Consultant 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.

Consultant shall pay all sums of money that become due for 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.

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

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

Consultant: Jim Cathcart
ARCADIS U.S., Inc.
320 Commerce, Suite 200
Irvine, CA 92602

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 this work.

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

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

INLAND EMPIRE UTILITIES AGENCY:

ARCADIS, INC.:

P. Joseph Grindstaff
General Manager

(Date)

James A. Cathcart
Project Manager

(Date)



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSAL
NUMBER RFP-HD-15-070
FOR
PROFESSIONAL CONSULTING
SERVICES RELATED TO
THE PREPARATION OF
TWO
2015 URBAN WATER MANAGEMENT
PLANS

September 8, 2015

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SECTION 1 - SUBMITTAL INFORMATION

A. **INTRODUCTION:** The Inland Empire Utilities Agency ("Agency" or "IEUA") is accepting sealed proposals at the Agency's Administrative Headquarters, located at 6075 Kimball Avenue, Building A, Chino, California, 91708; in order to engage the services of a person, partnership, company, or corporation to provide consulting services; as may be needed to prepare 2015 Urban Water Management Plans for both the Agency and for the Water Facilities Authority (WFA). Offeror's Proposal shall clearly identify the capabilities of their skilled staff, their qualifications, and any unique knowledge, experience, or licenses. References will be required. A fully burdened schedule of the rates for these professional services will also be required. It is recognized that there will be separate, yet related, tasks within the envisioned scope of work associated with the preparation of two Urban Water Management Plans; both in accordance the requirements of the final guidebook for Wholesale Water Suppliers. For purposes of this Request for Proposal, the terms Offeror and Consultant may be used interchangeably.

B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Offeror shall submit **four (4) copies** (includes one original and three photocopies) of their proposal to the address above. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.

Submittal Closing: Tuesday, September 22, 2015, at Noon

Location: Agency's Administrative Headquarters (*indicated above*)

C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to either Andy Campbell at (909) 993-1907 or Harlan Delzer at (909) 993-1707. Please reference "Request for Proposal (RFP) Number RFP-HD-15-070" when contacting the Agency regarding this solicitation.

D. **PROPOSAL LABELING:** All Proposals shall be submitted in a **sealed** envelope with all original pages intact. The proposal envelope must clearly **indicate** the Request For Proposal Number, RFP-HD-15-070, Attn: Harlan Delzer, and the subject, "Proposal for Professional Consulting Services for the 2015 Urban Water Management Plans for IEUA and WFA."

E. **PROPOSAL SUBMITTAL:** **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal deposited at the proper address and **not later than the scheduled closing time.** More than one (1) proposal from any individual, firm, partnership, or corporation under the same or different names, will not be considered.

F. **PROPOSAL FORMAT:** Offeror shall include sequential page numbers and the consultant's initials on each page of their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days.

G. **PRE-PROPOSAL MEETING / MANDATORY MEETING:** A Mandatory Pre-Proposal Meeting (or participation in an optional conference call-in) will take place on Tuesday, September 15, 2015, starting at 9:00 a.m. for all interested Offerors. All interested parties are urged to meet at the Inland Empire Utilities Agency Headquarters, located at 6075 Kimball Avenue, Chino, CA, 91708, Building A or call-in on the conference line shown in Section 4.

SECTION 2 - GENERAL INFORMATION

**NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE
THIS REQUEST FOR PROPOSAL SOLICITATION IN IT'S ENTIRETY
PRIOR TO SUBMITTING A PROPOSAL.**

- A. **WAITING PERIOD:** All Offerors are alerted that a waiting period of up to ninety (90) days, measured from the date of the proposal submittal deadline, may be required before proceedings are completed and awards (or rejections) are made. Offerors shall assume full responsibility for the effect of the waiting period on all proposal prices, fees, and terms.
- B. **PROPOSAL PREPARATION COSTS:** The Agency is not, nor shall be, deemed liable for any costs incurred by the Offeror during the preparation, submittal, or presentation of their proposal.
- C. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request the withdrawal of their submitted proposal, either in person, by telegraphic, telephonic (facsimile), e-mail, or written request, at any time prior to the scheduled proposal due date and time. Upon receiving the written request to withdraw any proposal, the Agency will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of an Offeror's proposal will not prejudice Offeror's re-submittal for this or any future proposal(s).
- D. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their proposal after the proposal due date, subject to the time restrictions indicated below, **only** if the Offeror can establish to the Agency's satisfaction, that a material mistake was made in preparing the proposal.
1. An Offeror declaring a mistake must provide a written notice to the Agency within five (5) calendar days following the scheduled proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
 2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal, and shall not be permitted for mistakes resulting from error in judgment or carelessness in the interpretation of the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further proposals based on the RFP for which the mistake in the proposal was claimed (*Public Contract Code Section 5105*).
- E. **PROPOSAL ACCEPTANCE:** The Agency reserves the right to **accept or reject** any or all proposals, waive any informalities in any proposal, postpone the project, or any portion thereof, if such actions are deemed to be in the best interest of the Agency.
- F. **INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Proposal," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately contact the Contract Administrator identified in Section 1(C), above. Should it be found necessary, a written addendum will be sent to all known perspective Offerors. Any addenda issued prior to the scheduled proposal due date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.
- G. **PROPOSAL FEES:** Offeror's shall submit a fully-burdened fee schedule, for each task or specific skill category required to provide the Professional Services, clearly identifying the firm's staff classifications by category, by hourly billing rates, and any associated administrative costs.

- H. **CONSULTANT REFERENCES:** Using the References form included in Section 3, each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Include the reference names, contact person(s), telephone numbers, e-mail address, business physical address, and brief description of the specific services provided.
- I. **AWARD CRITERIA:** The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror(s):
- Past record of performance in providing similar services (prior projects or engagements).
 - Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
 - Proposed staffing plan and methodology proposed for the Project.
 - References.
 - Availability of personnel and ability to meet the timeline for the IEUA's Project.
 - *Exceptions* taken to the proposed contract terms.
 - Project fee schedule, rate structure.
 - Payment discount proposed, in exchange for expedited invoice payment.
- J. **CONTRACT AWARD/EXECUTION:** Upon selection, the Consultant(s) shall execute a Contract with the Agency. The format and content of said contract will be similar to the Sample Contract attached to this RFP, see Section 5.
- K. **PUBLIC RECORD:** Be advised that **all** information contained in proposals, submitted in response to this solicitation, **shall** become a matter of public record, shall be subject to the California Records Act of 2004 (Government Code Section 6250 et seq.), and the information's use and disclosure are governed by this Act.
- L. **ACCEPTANCE AND PAYMENT:** The selected Offeror's invoice(s), subsequent to the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated PO number, and be accompanied by detailed supporting documentation. The Agency shall pay the Offeror's properly executed invoices, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice.
- M. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, attached to this RFP. It is **highly** recommended that each Offeror confer with their respective insurers to determine, in advance, the availability (and any costs associated) of the required insurance certificates, endorsements, and waivers prescribed therein. All insurance documentation must be received, reviewed, and approved by the Agency prior to completion of the contract award. If a leading Offeror fails to strictly comply with the stated insurance requirements, that Offeror may be disqualified from receiving the award.
- N. **RELEASE OF LIABILITY:** The selected Offeror shall execute a Release of Liability form, agrees and understands that the Consultant's personal property, if left at any of the Agency's sites, during the course of the Work, may be exposed to the risk of, but not limited to, theft, vandalism, fire damage, water damage, and wind damage; for which the Consultant agrees to assume any and all such risk, and consequences, as a result thereof. The Consultant shall be responsible for the completion of the Agency's Waiver/Release of Liability form (see Section 3) as part of a complete proposal.

- O. **CONTRACT EXECUTION(S) / EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. A sample of the Agency's standard consulting contract is provided as Section 5 of this RFP. The Agency will issue, to the selected consultant, a contract similar in form to the sample shown in Section 5. The executed contract which will incorporate this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided in Section 3.
- P. **ENVIRONMENTAL PURCHASING POLICY:** The goal of IEUA is to reduce global warming and other environmentally harmful effects generated by it's operations, it's operational protocols, and it's capital improvement projects. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are proven beneficial to the environment. Examples for this Project would be products manufactured with recycled steel, recycled plastics, and vehicles fueled with natural gas or propane versus gasoline or diesel fuel. The Offerors, in their proposals should present (and explain) the efforts they will be employing on the Project that move the Agency closer to it's sustainability goals.
- Q. **PROPOSAL INCLUSIONS:** The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Consultant. Each page shall be sequentially number and initialed by the Consultant.
- R. **SELECTION:** The Agency anticipates selecting a single Consultant, from the Offerors of responsive proposals. That Consultant will be awarded a consulting services Contract based on the qualifications to provide services that integrate:
- i. Water Use Efficiency Business Plans
 - ii. Regional Integrated Resource Plans
 - iii. Requirements of the California Urban Water Management Planning Act
 - iv. California Water Code

Offerors are to clearly identify both their general qualifications (certificates and licenses) as well as any of their specialty skill-sets. Each specialty area will be carefully evaluated based on the information provided by the Offeror.

SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all professional classifications, as well as any associated administrative (office) fees, if any. All proposed prices shall be stated in terms of a net price to the Agency.

A. **FEE INCLUSION STATEMENT:** Offerors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as a NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Agency for providing professional services listed. The NET-PRICE shall include all proposed costs associated with all labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidentals, and any/all other related costs necessary to complete the services required.

B. **PROPOSED FEE FOR CONSULTING SERVICES:**

Offeror shall complete this Proposal Price Schedule and return it with their submittal. All proposed prices shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. At any time, IEUA may require that these cost components be further broken out, itemized, and disclosed.

Total Fee for Two 2015 Urban Water Management Plans: _____

C. **Each Offeror shall indicate the availability and the magnitude of any discount related to expedited payment of any or all invoices.**

Expedited Payment Discount, if any (to be considered as part of this proposal):

1. i.e., if Net 20, then _____ % discount
2. i.e., if Net 15, then _____ % discount
3. i.e., if Net ____, then _____ % discount

D. **PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO SUPPLY SERVICES AS SPECIFIED IN STRICT ACCORDANCE WITH THE REQUEST FOR PROPOSAL SPECIFICATIONS.

_____ Signature	_____ Printed Company Name
_____ Printed Name	_____ Date
_____ Title	

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
- If corporation, indicate State where incorporated: _____
7. Business License number issued by the City where the Offeror's principal place of business is located.
Number: _____ Issuing City: _____
8. Federal Tax Identification Number: _____
9. Offeror's Contact: _____
10. Offeror's Contact Telephone Number: _____
11. Offeror's E-mail contact information: _____

(This space intentionally left blank.)

REFERENCES

Provide at least three (3) references for the "Project" for which you would like to be considered, where you or your firm provided similar services within the last five (5) years. (Please copy this form as many times as needed.)

 COMPANY CONTACT PERSON CITY PHONE NUMBER

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" invoice, for the services provided.)

SUBCONSULTANT(S)

List any sub-Consultants who performed services, on your firm's behalf, at the referenced project described above.

 COMPANY CONTACT PERSON CITY PHONE NUMBER

DIR Registration Number (if applicable): _____
Business License Number: _____ City: _____
Insurer: _____
Brief description of their services: _____

WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

(This space intentionally left blank.)

NON-COLLUSION AFFIDAVIT

State of California

)
) ss.

County of _____)

_____ being first duly sworn, deposes and says that he or she is

_____ of _____ ("Offeror") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

(This space intentionally left blank.)

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter called Consultant) fully understand that the storage or leaving of any and all Consultant-owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Consultant to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Consultant's employees. For the privilege of storing/leaving any and all Consultant-owned equipment, materials, and supplies at the Agency's facilities, Consultant agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Consultant hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Consultant's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Consultant is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Consultant, and of my own free will.

By:

Representative's signature

Date

Print Name

Title

Approved:

(This space intentionally left blank.)

EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other content provided in this "Request for Proposal," please list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** *(Make additional copies of this form as necessary)*

If no exception(s) are determined or taken, enter "**NONE**" (to the right of the Section Title) for the first item, below.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

SECTION 4 - TECHNICAL SPECIFICATIONS

2015 URBAN WATER MANAGEMENT PLANS for the INLAND EMPIRE UTILITIES AGENCY and the WATER FACILITIES AUTHORITY

Introduction

The Inland Empire Utilities Agency (IEUA) invites your firm to submit a proposal to provide services for the preparation and coordination of two 2015 Urban Water Management Plans (UWMP) for the Inland Empire Utilities Agency and the Water Facilities Authority (WFA) in accordance with the Urban Water Management Planning Act. IEUA is seeking a qualified consultant who will work with IEUA to prepare a 2015 UWMP that goes beyond just a general UWMP update. IEUA staff has worked over the previous two years on integrated resources planning as well as a water use efficiency business plan update, and wants to ensure that the 2015 UWMP is not just an update, but captures those efforts and incorporates the Agency's new regional vision into the document while ensuring full compliance with the requirements outlined in the 2015 UWMP Guidebook for Wholesale Water Suppliers.

In previous UWMP updates, IEUA completed plans that were based on aggregated retail member agency data, such as population, land-use, water supplies and demand projections which thus created IEUA's regional UWMPs. However, since the last UWMP update, IEUA has developed regional data for land-use, water supply and demand projection data for the Agency's regional needs. IEUA intends to utilize this regional information and work with the consultant to develop local data from a land-use based water demand model that will disaggregate IEUA's regional data down to the local retail level. IEUA's intent is to develop the 2015 UWMP from a top-down approach rather than the historical methodology of utilizing an aggregated bottom-up approach.

While the Consultant will compile all data necessary to complete the UWMP, IEUA will assist the Consultant with written content from its Integrated Regional Plan (IRP) to support certain key areas contained within the plan that may include, but not limited to: water supply reliability, population, supply and demand projections, land-use data, retail baselines and targets, and demand management measures for example. The consultant will provide the technical writing skill to incorporate the content and the Agency's vision in a consistent manner as needed throughout the document.

The IEUA and WFA are wholesale water providers and have no direct retail customers. Each agency delivers more than 3,000 acre-feet of water annually and is required to prepare and file an UWMP as required by the California Urban Water Management Planning Act. The WFA relies on compliance with demand management measures through IEUA. The preparation for IEUA and WFA's 2015 UWMPs must follow the statute and requirements published in the final guidebook for Wholesale Water Suppliers.

The California Water Code (CWC) Section 10620(a) requires an urban water supplier to prepare and adopt an urban water management plan (UWMP) consistent with CWC Section 10640. All urban water suppliers (including wholesalers), either publicly or privately owned, serving municipal water to 3,000 customers or supplying more than 3,000 acre-feet annually are required to prepare and file with the Department of Water Resources (DWR), the California State Library, and any city or county within which the participating agency provides water supplies, a copy of its UWMP, no later than 30 days after adoption. The UWMP is required for an urban water supplier to be eligible for DWR state grants, loans, and drought assistance. The UWMP must be adopted by each of the respective Board of Directors and submitted to DWR by July 1, 2016.

The Urban Water Management Planning Act requires urban water suppliers to describe and evaluate in the UWMP the sources of water supply, efficient uses of water, water service reliability, demand management measures, implementation strategy and schedule, and other relevant information and program.

Urban Water Management Plans are reviewed by DWR staff to determine whether or not they are complete and consistent with the Urban Water Management Planning Act. Following is a scope of work required to complete the 2015 Urban Water Management Plan. Please note that the Consultant does not need to complete the tasks in the order specified below in completing the plans, as long as all elements in the Water Code are completed.

Background

Inland Empire Utilities Agency

The Inland Empire Utilities Agency (IEUA) is a public agency that purchases imported water from the Metropolitan Water District of Southern California (MWDSC) and serves as the regional provider of wastewater treatment services for residential and industrial systems. IEUA wholesales water purchased from MWDSC to cities, municipal water districts, investor-owned utilities and special districts covering a 242 square mile area located in the southwest corner of San Bernardino County, and serves a population of 830,000. IEUA produces and provides recycled water for municipal, commercial and industrial use throughout the service area. IEUA's direct customer agencies include: the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, and Upland, Cucamonga Valley Water District, the Fontana Water Company, Monte Vista Water District, and San Antonio Water Company.

IEUA's mission is to meet the needs of the region by providing essential services in a regionally planned and cost effective manner while safeguarding public health, promoting economic development, and protecting the environment.

Water Facilities Authority

The Water Facilities Authority (WFA) is a public agency that treats and supplies approximately 30,000 acre-feet per year of State Water Project water that is purchased from MWDSC through IEUA, its member agency. This imported water serves as a supplemental source of supply to approximately 500,000 residents in the southwest end of San Bernardino County. The WFA provides services to the cities of Chino, Chino Hills, Ontario, and Upland and the Monte Vista Water District.

The WFA was formed as a Joint Powers Authority and is governed by the five water retail agencies it serves: The cities of Chino, Chino Hills, Ontario and Upland and the Monte Vista Water District who are all retail member agencies of IEUA.

Scope of Services

IEUA is seeking a consultant to work with IEUA Staff to develop IEUA's 2015 UWMP and provide services to develop one additional comprehensive Urban Water Management Plan for the WFA that will ensure compliance with the UWMP Planning Act in order to secure eligibility for future State Grants and Loans as well as other future funding opportunities.

The Consultant will be the project manager and primarily responsible for the writing, formatting and assembling of the two 2015 UWMPs and documenting what was done and including the documentation in the UWMP as required. This includes preparation and submittal in an electronic format consistent with that required by DWR. The consultant shall also be responsible for any follow-up work required in the event that DWR does not find the reports to be acceptable or in the event DWR requires changes in the reports.

Chapter 1 – Introduction and Overview

Task	Description
Introduction and Overview	The Consultant shall complete Chapter 1 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers.

Chapter 2 – Plan Preparation

Task	Description
2.1 Basis For Preparing a Plan	The Consultant shall complete Chapter 2 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers.
2.2 Individual or Regional Planning and Compliance	
2.3 Fiscal or Calendar Year	
2.4 Coordination and Outreach	

Chapter 3 – System Description

Task	Description
3.1 General Description	The Consultant shall complete Chapter 3 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers. The Consultant will need to updated population and demographics based on new data.
3.2 Service Area Map(s)	
3.3 Service Area Climate	
3.4 Service Area Population and Demographics	

Chapter 4 – System Demands

Task	Description
4.1 Water Uses by Sector	The Consultant shall complete Chapter 4 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers. The Consultant will work with IEUA staff to obtain the data that has been developed through IEUA’s Integrated Resources Planning and Modeling and from the RFP’s land-use based water demand modeling task. IEUA will also work with the Consultant to complete Task 4.5 - Climate Change as IEUA has content that will be included in the 2015 UWMP. While Sections 4.3 and 4.4 do not apply to whole sale agencies, these sections will be completed by the consultant for projecting demands changes.
4.2 Distribution System Losses	
4.3 Water Savings from Codes, Ordinances, or Transportation and Land-Use Plans	
4.4 Water Use for Lower Income Households	
4.5 Climate Change	

Chapter 5 – Retail Baselines and Targets

Task	Description
5.1 Guidance for Wholesale Agencies	The Consultant shall complete Chapter 5 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers. The Consultant will need to update population and recalibrate baseline and targets for IEUA’s Regional Alliance. Please see section listed below on “Compliance with SBX 7-7 – Sustainable Water Use and Demand in Reduction”.
5.2 Updating Calculations from 2010 UWMP	
5.3 Baseline Periods	
5.4 Service Area Population	
5.5 Gross Water Use	
5.6 Baseline Daily per Capita Water Use	
5.7 2015 and 2020 Targets	
5.8 2015 Compliance Daily per Capita Water Use	
5.9 Regional Alliance	

Chapter 6 – System Supplies

Task	Description
6.1 Purchased Water	The Consultant shall complete Chapter 6 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers. The Consultant will work with IEUA staff to obtain the data that has been developed through IEUA’s Integrated Resources Planning and Modeling. IEUA will also work with the Consultant to complete Task 6.10 - Climate Change Impacts on Supply as IEUA has content and data to provide.
6.2 Groundwater	
6.3 Surface Water	
6.4 Stormwater	
6.5 Wastewater and Recycled Water	
6.6 Desalinated Water Opportunities	
6.7 Exchanges or Transfers	
6.8 Future Water Projects	
6.9 Summary of Existing and Planned Sources	
6.10 Climate Change Impacts to Supply	

Chapter 7 – Water Supply Reliability

Task	Description
7.1 Supplementing Inconsistent Sources	The Consultant shall complete Chapter 7 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers. The Consultant will work with IEUA staff to obtain the data that has been developed through IEUA’s Integrated Resources Planning and Modeling.
7.2 Water Quality	
7.3 Reliability by Type of Year	
7.4 Supply and Demand Assessment	
7.5 Regional Supply Reliability	

Chapter 8 – Water Shortage Contingency Planning

Task	Description
8.1 Stages of Action	The Consultant shall complete Chapter 8 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers.
8.2 Mandatory Prohibitions	
8.3 Penalties, Charges, Other Enforcement	
8.4 Consumption Reduction Methods	
8.5 Determining Reductions	
8.6 Revenue and Expenditures Impacts	
8.7 Resolution or Ordinance	
8.8 Catastrophic Supply Interruption	
8.9 Minimum Supply Next Three Years	

Chapter 9 – Demand Management Measures

Task	Description
9.1 Demand Management Measures for Wholesale Agencies	The Consultant shall complete Chapter 9 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers.
9.2.1 Metering	IEUA is close to completing its 2015 Water Use Efficiency Business Plan and will work with the Consultant to provide the information required to complete Chapter 9.
9.2.2 Public Education and Outreach	
9.2.3 Other Demand Management Measures	
9.2.4 Asset Management	
9.2.5 Wholesale Supplier Assistance Programs	

Chapter 10 – Plan Adoption, Submittal, and Implementation

Task	Description
10.1 Notice of Public Hearing	The Consultant shall complete Chapter 10 as outlined in the UWMP Guidebook for Wholesale Urban Water Suppliers.
10.2 Public Hearing and Adoption	
10.3 Plan Submittal	
10.4 Public Availability	
10.5 Plan Implementation	
10.6 Amending an Adopted Plan	

Supporting Documentation

Energy Intensity
Adoption Resolution
Water Shortage Contingency Plan

IEUA is working on a regional integrated water resources plan and a water use efficiency business plan update, to be completed in the fall of 2015. Many of the items from those plans will facilitate development of the 2015 UWMP for IEUA's UWMP. Please note: new requirements and changes for the 2015 UWMP update have been made by the Legislature to the UWMP Act. Proposals must include knowledge of:

- Changes in the way that the Demand Management Measures (DMMs) are reported.
- 2015 Interim regional compliance for 20 x 2020 (IEUA to provide, consultant to write up)
- Energy intensity of supplies (voluntary)
- Climate change impacts (voluntary)

- Reporting of quantified distribution system loss utilizing American Water Works Association (AWWA) water system balance methodology.
- Description of distribution system asset management programs.
- Estimation of the effects of codes, standards, and ordinances on demand (retailers only).
- Electronic online submittal on standardized DWR forms (consultant is responsible for preparation of the reports in the appropriate format for submission to DWR)

The following documents will be made available electronically for the consultant's use:

- Copies of the 2010 UWMPs for IEUA and the WFA
- IEUA's 2010 Long-Term WUE Business Plan
- IEUA's 2015 Integrated Water Resources Plan (anticipated completion in Fall 2015)
- IEUA's 2015 WUE Business Plan Update (anticipated completion in Fall 2015)
- IEUA's interim regional compliance for 20 x 2020 (IEUA to provide, consultant to write up)
- IEUA's 2015 Recycled Water Program Strategy

The Consultant shall be the program manager for the completion of the 2015 UWMPs for IEUA and the WFA which includes, but may not be limited to: writing, formatting, and assembling the completed 2015 UWMPs and ensuring that the two UWMPs meet compliance with the Water Code and UWMP Act. This includes support with the preparation and submittal in an electronic format consistent with that required by DWR. The consultant shall also be responsible for any follow-up work required in the event that DWR does not find the reports to be acceptable or in the event DWR requires changes in the reports.

Additional Scope of Work Services

Development of a Land Use-Based Water Demand Model for IEUA

The work requested under this section shall not impact the schedule of the 2015 UWMP, but shall meet the UWMP project schedule for completion of chapters including water demand projections. While the data findings will be, the GIS work completed under this section may not necessarily be included in IEUA's regional 2015 UWMP.

Project Overview

The IEUA (Agency) is seeking professional services from a qualified consultant to develop a comprehensive land use-based water demand model as part of its 2015 UWMP. The model will be based on General Plan land use data, and will incorporate existing and future development in the region. The model boundary shall be the Agency's sphere of influence, which includes the Cities below. Existing and future land uses will be mapped and designated based on a list of land use categories.

Cities within the IEUA service area include: the cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga, Rialto, and Upland.

Scope of Work

The consultant shall perform the following tasks, including, but not limited to:

- Utilize City General Plans to identify existing and future development categories in land use. The consultant shall include all relevant General Plans within the Agency's service area until build out date as specified in general plans. The model shall have the ability to forecast demands to the furthest build-out date among the corresponding general plans.
- Map the Agency's service area into different sections of land use categories such as Single-Family Residential, Multi-Family Residential, Commercial, Industrial, Agriculture, Infrastructure, and others as designated by each of the Cities General Plans within the Agency's service area.
- Geographic Information System (GIS) or similar software shall be used for data gathering as approved by the Agency. Data shall be collected, coordinated and populated into GIS and integrated with the water demand model.
- Map layers and data shall be broken down to resolution similar to that of the General Plan documents. The land use data shall be formatted in a way and aligned with each city and retail agency boundary within the Agency's service area. The data shall also roll up to align with the Agency's service area boundary.
- The model shall have a summary page indicating statistics for each City and Retail agency, including but not limited to: land use categories, corresponding unit water use factors and demand. Other statistics shall be added as necessary to provide a "snap shot" for each agency.
- The model and corresponding data shall be standardized in such a manner that will allow the Agency streamlined data collection, processing, and performing updates from General Plans.
- Coordinate with the Agency to obtain the consumption data necessary to develop unit water use factors. The data shall be normalized for weather and other conditions as needed. The consultant shall review and validate the unit water use factors for each land use category and compare to unit water use factors of similar nature and category.
- The consultant shall coordinate with the Agency to identify unique water users within the service area.
- Unit water use factors shall be developed for each category of land use. The unit water use factors shall be applied to each land use sector on a per-acre basis. The calculated demand per land use area shall be in acre-foot (AF) and incorporated into the overall demand forecast.
- The model shall have the ability to forecast water demand for each City and Retail agency and shall sum up to a regional demand for the Agency's service area.

- The Consultant shall include a minimum of **ten (10)** member agency coordination meetings, monthly status reports and weekly conference calls for tracking progress and providing status updates.
- The work shall not delay the schedule of the UWMP, but shall be completed within the overall project schedule as specified.

Consultant Project Deliverables

Consultant shall allow a minimum of **three** revisions to be made to IEUA's draft 2015 regional UWMP and a minimum of **two** revisions to the WFA UWMPs. In addition, consultant shall allow a minimum of four revisions to be made to the "additional scope of work – Land Use Based Water Demand Model. The remaining deliverables are as follows:

1. Information and data collection
2. 2010 UWMPs review
3. Data review
4. System description
 - a. Service area description
 - b. Service area population
5. System supplies
 - a. Water sources
 - b. Water rights
 - c. Imported Water
 - d. Groundwater
 - e. Recycled water
 - f. Desalination
 - g. Water Use Efficiency
 - h. Drought planning
 - i. Energy intensity, if required
6. System demands by customer class
 - a. Existing potable and non-potable demands
 - b. Future potable and non-potable demands including (10 year, 20 year, and 30 year horizon)
 - c. Baseline and targets of 2015 UWMP GPCD
 - d. Water use reduction plan
7. Water supply reliability and water shortage contingency planning
 - a. Water supplies and demands for normal, single dry-year and multiple dry-year
 - b. Supply versus demand
 - c. Drought contingency plan
 - d. Assess reliability of water supplies
 - e. Water quality

8. Demand management measures

9. Land Use-Based Water Demand Model

10. Draft plan

- a. Hard copies sent to regional agencies for comments
- b. Four hard copies submitted to West Basin
- c. Electronic WORD copy

11. Final plan

- a. Electronic Word copy

12. Supporting documentation

- a. GIS files used
- b. Word files used
- c. Excel files used
- d. Documentation detailing any assumptions
- e. Documentation showing how calculations were derived
- f. Methodologies used for analyses

13. Project Management and Meetings

- a. Project kick-off meeting
- b. Monthly review meetings (assume 10)
- c. Workshop Presentation and materials for Stakeholder/Customer Agency Workshop

Public Participation

The Consultant shall assist IEUA and the WFA in identifying individuals or entities to solicit input from social, cultural & economic community groups during the preparation of the UWMPs. At least ten days prior to adoption of the final document, IEUA and the two Participating Agencies will post a notice and to notify the relevant individuals and entities of the public hearing of the UWMP and publish it in the local newspaper. The notice shall notify interested parties and relevant agencies that a draft UWMP will be available at various facilities or on the web page, if feasible.

Prepare Draft 2015 UWMPs for IEUA and WFA

The Consultant shall:

- Prepare the 2015 UWMP Update in accordance with the aforementioned tasks.
- Complete the DWR UWMP Preparation Checklist for each Participant.
- Prepare and submit five (5) copies of the draft 2015 UWMP Update to each Participating Agency and relevant agencies for review and comment.

Prepare Final Draft 2015 UWMP Update Report, Deliver Presentation to the Governing body, and Public Hearing

The Consultant shall:

- Receive, review and incorporate comments from the Draft 2015 UWMP Update.
- Prepare a Final Draft 2015 UWMP Update for the urban Participating Agency adoption in accordance with the requirements of UWMP Act.
- Submit 10 copies of the Final Draft 2015 UWMP Update to IEUA.
- Assist the Participating Agencies (IEUA and the WFA) in the adoption of the 2015 UWMP Update, including coordination of the Notice of Public Hearing, Resolution of Plan adoption, and circulation of copies of the Final Draft 2015 UWMP Update, if desired by the Participating Agency.
- Attend the public hearings, if desired by IEUA and the Participating Agencies.

Prepare and submit Adopted Final 2015 UWMP Updated Report

The Consultant shall:

- Incorporate comments from public hearing, as approved
- Prepare a Final 2015 UWMP Update for IEUA and includes the two Participating Agencies
- Provide for printing of the final documents in the quantity and format requested by IEUA and the two Participating Agencies (minimum of 10 copies to be assumed).

IEUA will be responsible for submitting the 2015 UWMP Update to the California Department of Water Resource, cities and county of the urban Participating Agency's service area.

Compliance with SBX 7-7 – Sustainable Water Use and Demand in Reduction

Consultant shall prepare and present alternative methodology approaches in compliance with Chapter 9 – Regional Compliance contained within DWR's *"Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use"* Guidebook and identify the most beneficial Regional Alliance reporting method approach for IEUA and its member agencies in recording and achieving the 2015 Regional Alliance GPCD goal/target. The Consultant will be responsible for updating the population data, analyzing, and recalibrating IEUA's established 2010 baseline and 2015 and 2020 regional compliance targets required (Chapter 5). IEUA will work with the Consultant on compliance as it may relate to all of its retail member agencies regarding evaluation of their 2015 compliance with the 20% reduction by 2020 and will work with the Consultant to obtain information needed in order for the Consultant to fulfill IEUA's reporting requirement to DWR on the formally adopted IEUA Regional Alliance.

IEUA and its member retail agencies have adopted a Regional Alliance so that retail members have the option of complying with SBX 7-7 (20% X 2020) either individually or through the IEUA Regional Alliance.

Project Schedule

A proposed schedule for this project is shown below.

Project Term:	October 2015 – July 31, 2016
Data Analysis:	October 2015 – December 2015
First Draft UWMP:	February 2016
Second Draft UWMP:	March 2016
Final Draft UWMP:	April 2016
Member Agency Workshop:	April 2016
Final UWMP:	May 2016
Board Hearing/Adoption of Plan:	June 2016 – IEUA Task
Submittal to DWR:	June 2016
Deadline Submittal Date:	July 1, 2016

Meetings and Workshops to be conducted

Please note that as part of Project Management, the Consultant shall plan on meetings with IEUA from time to time and shall plan on attending and participating in group workshop meetings, group coordination meetings and individual agency meetings as outlined below:

Group Workshop Meetings (2 hours in duration)

- Potential Group Meetings will be held, as needed. Potential meeting topics may include:
- UWMP Development Update - Water Manager's Meetings
- UWMP Development Update - IEUA Board Workshop Meetings
- Land Use-Based Water Demand Modeling Workshops with retail member agencies
- Comments on the first, second, or third draft
- Assume one other group workshop meeting

Individual Agency Meetings (2-3 hours in duration)

- Assume a minimum of five individual meetings with IEUA that may include staff from the WFA. Individual meetings may also be conducted via conference calls.

Addenda to Proposal

IEUA may modify this RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of proposals by issuance of an electronic Addendum to all proposers. Such Addendum will also be posted on IEUA's website. Proposer will acknowledge receipt of all Addenda in their proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

Withdrawal of Proposal

A proposal may be withdrawn after its submission by written request signed by the proposer or authorized representative prior to the time and date specified for proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

Late Responses

While late responses are usually rejected, IEUA retains the right to accept or reject late responses for any reason.

Evaluation of Proposals

A committee of at least three IEUA staff will evaluate and rate proposals based on best value to IEUA, not based on price alone. All proposals will be reviewed to verify that the proposer has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP or IEUA's Sample Agreement, will be rejected as non-responsive. Proposals will be evaluated on the following criteria, not necessarily in order of priority:

- **Team member availability:** The proposal will demonstrate the team member availability for this project (i.e., identification that they are not over committed to other projects and, therefore, have adequate time for this project).
- **Experience:** The proposer shows relevant experience on similar projects and knowledge of IEUA's demand and service areas.
- **References (references will be checked and results will be evaluated)**
- **Approach:** The proposer shows a solid understanding of the issues associated with UWMPs and provides unique tools, methods, and other approaches to ensuring the quality and timeliness for the development of the report.

Proposals will be evaluated based on the following criteria:

- Experience and qualifications;
- Project approach;
- Samples of past work;
- Schedule; and
- References.

Proposals will be examined for compliance with all the requirements in the sections of this RFP. Proposals that do not comply will be subject to disqualification without further consideration. Interviews may be necessary.

Rejection of Proposals

IEUA may reject any or all proposals and may waive any immaterial deviation in a proposal. IEUA's waiver of an immaterial defect shall no way modify this RFP or excuse the proposer from full compliance with this RFP and/or the Contract documents if awarded the contract. Proposals that include terms and conditions other than IEUA's terms and conditions may be rejected as non-responsive. IEUA may make investigations as deemed necessary to determine the ability of the proposer to perform the services, and the proposer shall furnish to IEUA all such information and data for the purpose as requested by IEUA. IEUA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy IEUA that the proposer is properly qualified to carry out the obligations of the agreement and to complete the work described therein.

Award of Contract

Award of Contract or rejection of proposals will be made by IEUA within fourteen (14) calendar days following the proposal due date. IEUA reserves the right to modify the Award of Contract or rejection date to best meet the needs of the District. IEUA reserves the right to reject any or all proposals in response to this RFP in the best interest of the District. IEUA further reserves the right to waive any informalities or irregularities in the proposals. IEUA shall not be liable for any cost incurred in connection with the preparation and submittal of any proposals. Award, if any, will be to the proposer whose proposal best complies with all of the requirements of this RFP.

Contract Documents

In submitting a proposal, the firm agrees to enter into an agreement with IEUA utilizing a Purchase Order. The firm's proposal in response to this RFP will be incorporated into the final agreement between IEUA Municipal Water District and the selected firm. The agreement to be executed by the successful proposer will generally conform to the terms of the Purchase Order, however, IEUA reserves the right to update the agreement to its current standards at the time IEUA makes an award. Proposers are advised that the indemnification and insurance provisions are mandatory and not subject to revision. Properly executed policies or Certificates of Insurance for:

- Commercial General Liability Insurance*
- Automobile Liability Insurance*
- Workers' Compensation / Employer's Liability Insurance
- Professional Errors and Omissions Insurance

After contract award, and receipt of the below documents, a Purchase Order will be issued to the awarded proposer.

Failure to execute the Terms of the Purchase Order and furnish the required documentation and insurance within the required time period shall be just cause for the disqualification of the award. If the successful proposer refuses or fails to execute the Terms of the Purchase Order, IEUA may award the project to the next qualified proposer.

*Including an Additional Insured Endorsement for each policy

Cancellation

IEUA retains the right to cancel the RFP at any time should it be deemed to be in the best interest of the District. No obligation, either expressed or implied, exists on the part of IEUA to make an award based on the submission of any proposal.

Schedule of Events

EVENT	DATE
REQUEST FOR PROPOSALS POSTED	September 8, 2015
MANDATORY PRE-PROPOSAL MEETING (CONFERENCE CALL)	September 15, 2015
LAST DATE FOR SUBMITTAL OF QUESTIONS	September 17, 2015
PROPOSAL DUE DATE	September 25, 2015
PROPOSAL EVALUATIONS AND SELECTION	September 25, 2015
CONTRACT START	October 21, 2015

IEUA reserves the right to modify the content or schedule of these events at any time, for any reason.

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SECTION 5 – SAMPLE CONTRACT

Typical Contract Provisions: Among its other requirements, the Agency's Typical Contract for the performance of facility inspection or maintenance work of the nature and scope within this "Request for Proposal" contains provisions pertaining to: "Insurance types (General Liability, Automobile, Worker's Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions."

Additionally, and notwithstanding its other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (CA Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages."

All Consultants intending to submit proposals to perform the work described under this Request for Proposal specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of such inspection and maintenance services work before making their proposals; so that there will be no delays in executing an awarded contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Services, 909-993-1709.

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Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT NUMBER: 460000XXXX
FOR
PROJECT DESCRIPTION/TITLE

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, xxxx, 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 (NAME), Inc. of (CITY), California (hereinafter referred to as "Consultant") for consulting services related to

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:

Address: Inland Empire Utilities Agency
6075 Kimball Avenue, Bldg. ()
Chino, California 91708

Telephone: (909) 993-
Facsimile: (909) 993-198
Email:

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

Consultant:

Address:

Telephone:
Facsimile:
Email:

8. FITNESS FOR DUTY:

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

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

B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.

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

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

A. Minimum Scope of Insurance:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims 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 additional insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of negligent 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. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 4. **All Coverages:** Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.
- 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:** Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subconsultants prior to commencing work or allowing any subconsultant to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. **Submittal of Certificates:** Consultant shall submit all required certificates and endorsements to the following:
- Inland Empire Utilities Agency
Attn: Angela Witte
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:** Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Consultant shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering 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 laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of Consultant's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by 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. **Grant/Loan Funded Projects:** This is a not a grant funded project. For grant/loan-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- 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 Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

- H. Non-Conforming Work: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents that the Work and Documentation shall be adequate to serve the purposes described in the Contract. 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 Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant shall be resolved in accordance with the Dispute Section of this Contract.
- I. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
 3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.

- b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
 11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are actually caused by 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 prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Consultant. If Agency reuses the materials and documents without Consultant's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass, subject to payment therefore, 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, subject to payment therefore, 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:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency 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.

4. Notwithstanding anything to the contrary herein, Consultant's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Consultant. If the Agency reuses the Work or Documentation without Consultant's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

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

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

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

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

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

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

Consultant: Name
Title
Company
Address

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 Consultants' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
23. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.

- 24. **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 Consultant.

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

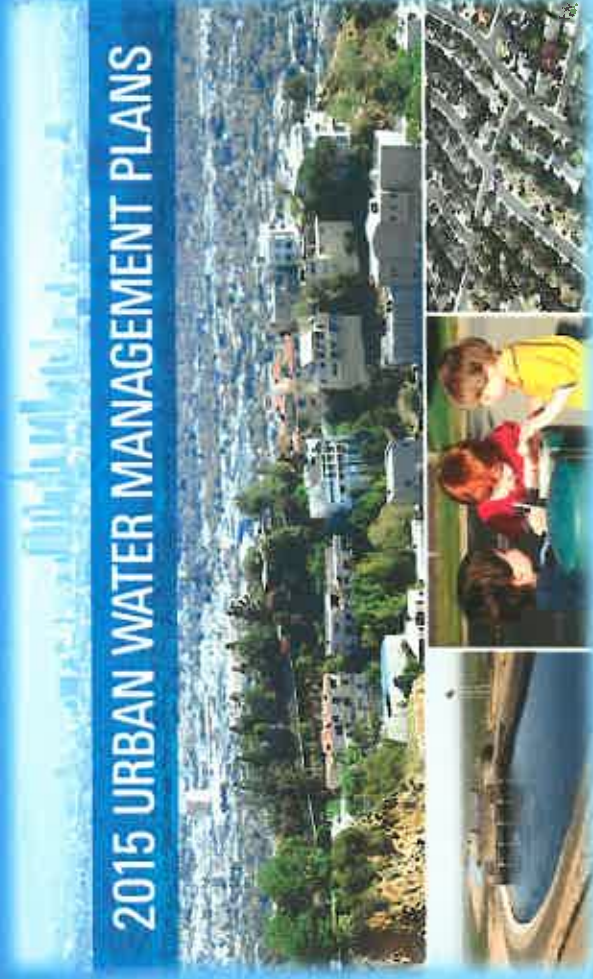
INLAND EMPIRE UTILITIES AGENCY:
*(*A MUNICIPAL WATER DISTRICT)*

Company :

 P. Joseph Grindstaff (Date)
 General Manager

 Consultant (Date)

Contract Award for the development of two 2015 Urban Water Management Plans



Lisa Morgan-Perales
October 14, 2015

Urban Water Management Planning Act

- The California Water Code requires an urban water supplier (including wholesalers), supplying more than 3,000 acre-feet annually or serving municipal water to 3,000 customers to prepare and adopt an urban water management plan (UWMP) and file with the Department of Water Resources (DWR) every five years.
- The UWMP is required for an urban water supplier to be eligible for state grants, loans, and drought assistance.
- The UWMP must be adopted by the Board of Directors and submitted to DWR by July 1, 2016.

UWMP Competitive Solicitation

- September 8, 2015 - RFP issued to 13 prospective consulting firms
- September 25, 2015 – proposals due with two responses received
 - ARCADIS U.S., Inc.
 - Risk Management Professionals
- Proposals evaluated by staff based on the following criteria:
 - ✓ Past record of performance;
 - ✓ Experience of the proposed project team;
 - ✓ Proposed project understanding and methodology, and
 - ✓ Approach to project management
- ARCADIS determined to be best qualified firm to meet Agency needs in meeting compliance with the Urban Water Management Planning Act

Recommendation

- * Award a contract to ARCADIS U.S., Inc. for the development of two 2015 Urban Water Management Plans and a Land-Use Based Water Demand Model for a not-to-exceed amount of \$334,540

Consistent with the Agency's business goal of increasing Water Reliability by promoting cost-effective, reliable, efficient and sustainable water supplies within the region.

DISCUSSION




**CONSENT
CALENDAR
ITEM**


1G




Date: October 14, 2015 (Special Board Meeting)

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

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

Shaun Stone 
Manager of Engineering

Subject: Consultant Contract Amendment - Water Quality Laboratory

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Consultant Contract Amendment No. 1 to The Austin Company for the Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$71,500;
2. Authorize the General Manager to execute the contract amendment.

BACKGROUND

On May 19, 2010, the Agency retained The Austin Company (Austin) through a competitive solicitation process to provide consulting engineering services for the Water Quality Laboratory under Project No. EN08009. Austin completed the 30 percent design, which was reviewed by the Agency. Additionally, Austin completed and delivered the 50 percent design submittal for Agency review; however, the project was put on hold on October 26, 2010 as part of the Agency's cost containment plan, before the Agency began reviewing the 50 percent submittal.

In 2014, the Agency decided to move forward with the Water Quality Laboratory under new Project No. EN15008. As a result, the Agency reestablished the consulting engineering contract with Austin due to their experience and familiarity with the original project scope. Austin resumed the design phase at the 50 percent level and updated the design to meet Leadership in Energy and Environmental Design (L.E.E.D) Silver Rating standards and current Building Code requirements. In addition, a new scope was added to include the expansion of the existing

Central Chiller Plant to provide necessary chilled water to the laboratory building air conditioning system.

On May 20, 2015, the Board awarded the consulting services contract for the Water Quality Laboratory to Austin for the not-to-exceed amount of \$1,273,900. Following the award of the contract, the Agency project team and Austin met for a design kickoff meeting on June 1, 2015, to resume the design of the Water Quality Laboratory from the 50 percent phase and to reestablish project expectations and goals.

During the recent review of the 50 percent design submitted by Austin in 2010, Agency staff determined there were a number of changes that were necessary to increase efficiency, productivity, compliance, and safety of the laboratory facility.

Implementation of the required changes will affect 49 out of 144 sheets of design drawings, or about 34 percent of the total. Implementation of the changes is exclusive to The Austin Company's scope of work. The Agency's project team requested a fee proposal for the additional services from Austin. The Engineering and Construction Management project team carefully reviewed the additional services fee proposal submitted by Austin for \$71,500. Staff believes that the additional scope and design fee is fair and equitable and recommends that the Board approve the consultant contract amendment to Austin, for the not-to-exceed amount of \$71,500.

The total projected costs are as follows:

PROJECT PHASE	PROJECTED COSTS
Original Project Expenditure (consultant and IEUA labor – 50% Design)	\$650,000
Original Consultant Engineering Services	\$1,273,900
Consultant Contract Amendment	\$71,500
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
Construction Management	\$1,800,000
Estimated Construction Cost	\$14,026,100
Contingency (~15%)	\$2,128,500
Total	\$20,900,000
Current Project Budget	\$20,900,000

The Water Quality Laboratory Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within systems and facilities to meet essential service demands and to protect public health and environment.

PRIOR BOARD ACTION

Consultant Contract Amendment No. 1 for
Water Quality Laboratory
October 14, 2015
Page 3 of 3

On May 20, 2015, the Board awarded the consulting engineering services contract to The Austin Company.

IMPACT ON BUDGET

If approved, the Consultant Contract Amendment No. 1 for the Water Quality Laboratory Project No. EN15008, for the not-to exceed amount of \$71,500 shall bring the total contract amount to \$1,345,400. The amended contract amount of \$1,345,400 in the Regional Wastewater O&M (RO) fund is within the total project budget of \$20,900,000.

PJG:CB:SS:jz

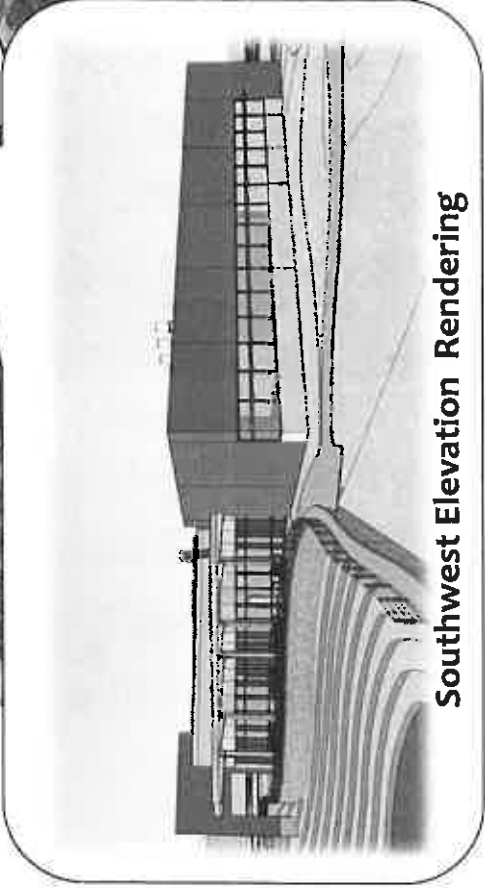
Water Quality Laboratory Consulting Engineering Services Contract Amendment No. 1 Project No. EN15008 October 2015



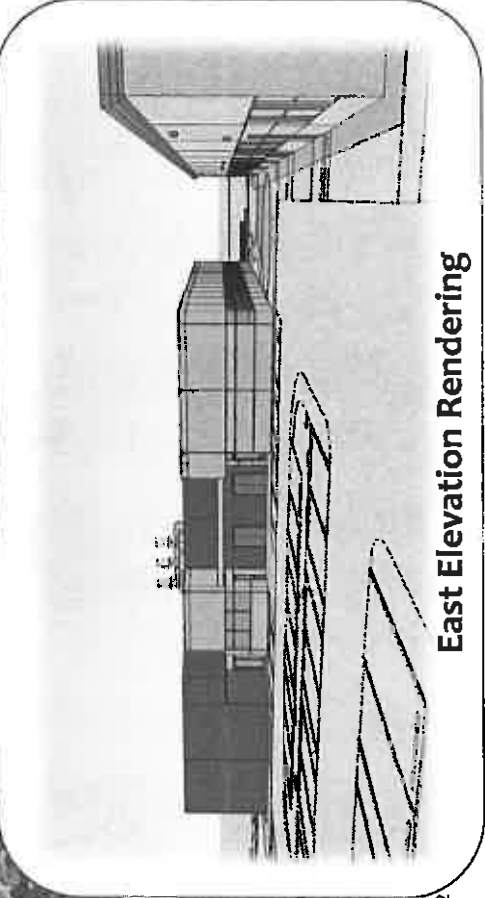
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Shaun Stone, P.E.
Manager of Engineering
Jamal Zughbi, P.E.
Project Manager

Headquarters Aerial View (Lab Location)



Southwest Elevation Rendering



East Elevation Rendering

Project Request/Background

- Consulting Engineering Contract Amendment No.1 to The Austin Company (Austin)
- Austin completed 30% and 50% lab design in 2010
- Project resumed in 2015 based on previously completed scope
- IEUA staff conducted several lab site visits searching for improvements and creativity in lab design and layout
- IEUA staff requested room and equipment modifications to improve:
 - Performance and productivity
 - Work sequencing and sample preparation
 - Ventilation of gases and fumes
 - Improve safety

Existing Lab



Amendment Description/Scope

- IEUA staff met with Austin to confirm lab and equipment layout modification
 - Austin will update design documents as required
 - Requested modifications affected 49 design sheets (34% of total sheets)
- Austin Proposal:
 - Estimated 512 man-hours
 - Design fee: \$71,500
- IEUA staff reviewed Austin's proposal and concur that the Amendment cost is fair and equitable



OCWD Laboratory



Central Chiller Plant

Project Cost Summary

Project Phase	Projected Cost
Original Project Expenditure (consultant and IEUA labor -- 50% Design)	\$650,000
Consultant Engineering Services (original contract)	\$1,273,900
Amendment No. 1 Design Fee	\$71,500
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
Construction Management	\$1,800,000
Estimated Construction Cost	\$14,026,100
Contingency (~15%)	\$2,128,500
Total	\$20,900,000
Total Project Budget (FY2015/16)	\$20,900,000

Project Schedule

Project Phase	Date
Consulting Engineering Services Contract Award	May 20, 2015
Design Kickoff	June 1, 2015
Design Completion	January 2016
Advertise Bid	February 2016
Construction Contract Award	May 2016
Project Completion	May 2019

Agency Recommendation

Staff recommends that the Board of Directors approve the consulting engineering services contract Amendment No. 1 to The Austin Company for the Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$71,500 and authorize the General Manager to execute the Amendment.

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



**CONTRACT AMENDMENT NUMBER: 4600001869-001
FOR
WATER QUALITY LABORATORY**

THIS CONTRACT AMENDMENT ONE (the "Amendment"), 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 Austin Building and Design, Inc. dba The Austin Company of Irvine, California (hereinafter referred to as "Consultant"), to provide comprehensive consulting engineering services, bid period, and construction administration assistance of the Water Quality Laboratory, Project EN15008.00 and shall revise the Contract as amended:

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

Additional Scope of Work and Services shall be in accordance with the following:

Additional Scope of Work and Services are proposed by Consultant in **Exhibit A** which is attached hereto, referenced herein and made a part hereof as being Consultant's correspondence requesting additional compensation, dated August 31, 2015.

REVISE SECTION 6., COMPENSATION, TO ADD PARAGRAPH:

In compensation for the additional work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$1,345,400.00** for all services provided. This represents a net increase of **\$71,500.00** to the Contract as per the proposal represented in **Exhibit A**.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

AUSTIN BUILDING AND DESIGN, INC.
DBA THE AUSTIN COMPANY:

P. Joseph Grindstaff (Date)
General Manager

Curtis D. Miller (Date)
Vice President & General Manager

Exhibit A

August 31, 2015

Mr. Jamal Zughbi, P.E.
Inland Empire Utilities Agency
Engineering & Construction Management Department
6075 Kimball Avenue
Building B
Chino, CA 91708

Re: **Additional Services Fee Proposal #1 for the New Water Quality Laboratory & Central Chiller Plant Expansion**
Project No. 15008

Dear Jamal,

In response to the proposed laboratory revisions discussed with the laboratory user group on July 16, 2015, The Austin Company has prepared the following additional services fee proposal for consideration. A Lump Sum fee for the Scope of Work is defined based on individual work phases. Fees are inclusive of customary reimbursable expenses.

Proposed Scope of Work:

Plan updates and inter-disciplinary coordination of systems related to the proposed plan revisions as follows:

1. Organics Extraction
 - a. Relocation of (2) service sinks
 - b. Relocation of dishwasher
 - c. Repositioning of (2) fume hoods
2. Semi-Volatiles & Pesticides
 - a. Relocation of service sink
 - b. Added fume hood
 - c. Added compressor closet
3. Volatiles
 - a. Relocation of service sink
4. Metals Lab
 - a. Relocation of service sink
 - b. Relocation of dishwasher
 - c. Added fume hood
5. Wet Chemistry
 - a. Relocation of (4) service sinks
 - b. Elimination of service sink
 - c. Fume hood redesign
6. Sample Receiving
 - a. Added ice machine
 - b. Added ice chest storage room
7. Relocation of Flammable Storage Room



Additional Services Fee Proposal #1
August 31, 2015
Page 2 of 2

Included herein are the following exhibits for comparison:
30% Approved Lab Equipment Plan (dated 10/21/10)
50% Proposed Plan w/ User-requested Plan Revisions (dated 08/26/15)

Austin's fee proposal is as follows:

New Water Quality Laboratory:	
Update 85% Lab Design	\$60,775
Update 100% Lab Design	\$10,725
Proposed Additional Fee:	\$71,500

Please contact me at 949.451.9933 or by e-mail at bob.demmond@theaustin.com if you require any additional information or clarification regarding this proposal.

Sincerely,

Robert P. Demmond, RA, LEED AP
Project Manager

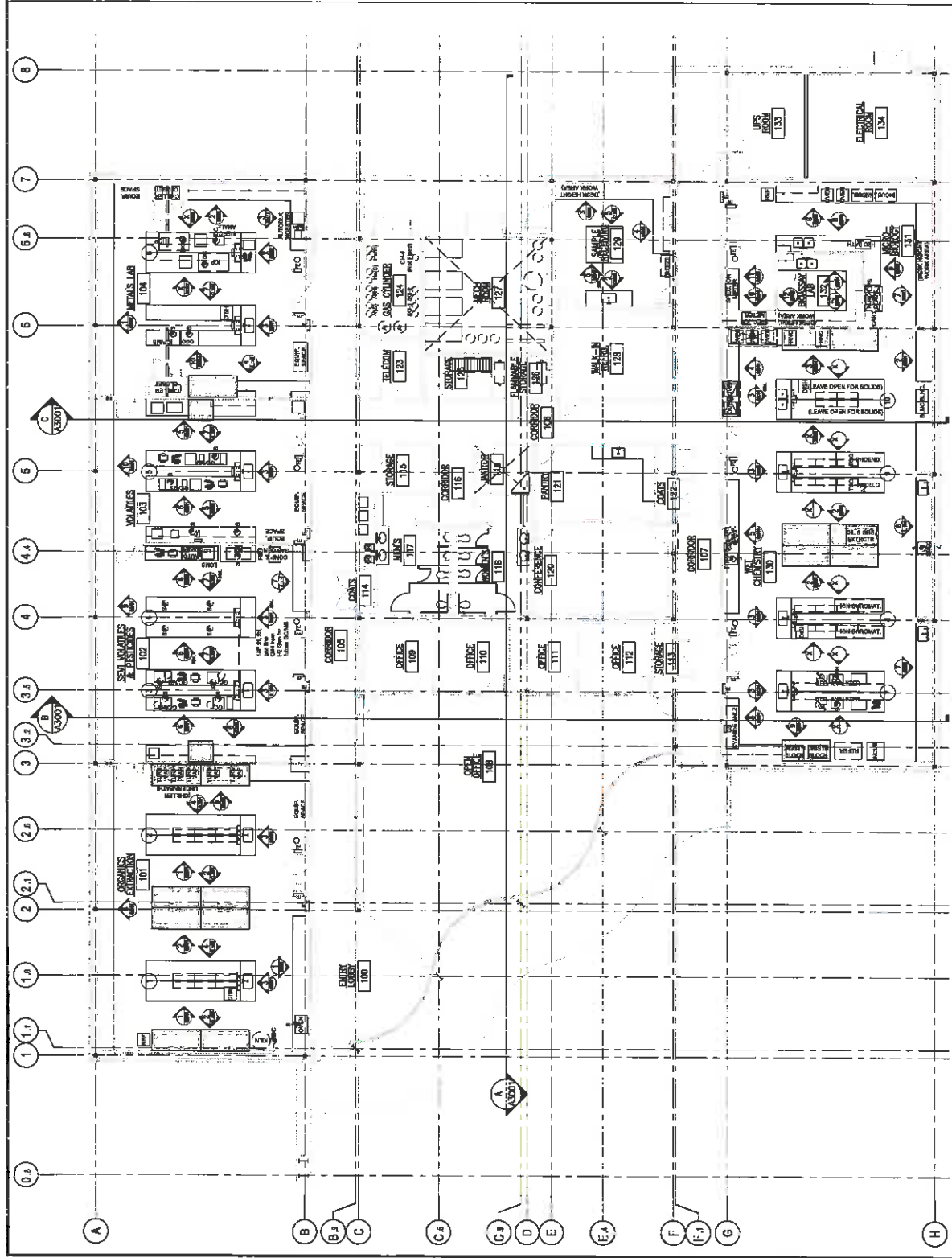
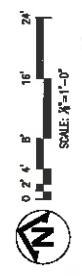
Attachments

GENERAL NOTES:

1 GENERAL NOTE

KEYNOTES:

- 1 KEYNOTE ONE
- 2



<p>THE AUSTIN COMPANY</p>	<p>DESIGNED BY: KPS</p> <p>DRAWN BY: CFB</p> <p>CHECKED BY: SKL</p>	<p>DATE: _____</p> <p>BY: _____</p> <p>APPROVED: _____</p>	<p>DESCRIPTION:</p>	<p>REVIEWED BY: _____</p> <p>Project Manager or BAA</p>	<p>SCALE:</p> <p>AS SHOWN</p> <p>For Scale shown, Notes to 1" = 1'-0"</p> <p>1" = 1'-0"</p>	<p>PROJECT NO. EN08008</p> <p>EQUIPMENT FLOOR PLAN</p>	<p>SHEET NO. _____</p> <p>TOTAL SHEETS _____</p> <p>DRAWING NO. 01001</p>
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NEW MAIN LABORATORY
PROJECT NO. EN08008
EQUIPMENT FLOOR PLAN

AS SHOWN
For Scale shown, Notes to 1" = 1'-0"
1" = 1'-0"

Midland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1" = 1'-0"

REVIEWED BY: _____

DESCRIPTION:

DATE: _____

BY: _____

APPROVED: _____

DESIGNED BY: **KPS**

DRAWN BY: **CFB**

CHECKED BY: **SKL**

PROJECT NO. **EN08008**

EQUIPMENT FLOOR PLAN

SHEET NO. _____

TOTAL SHEETS _____

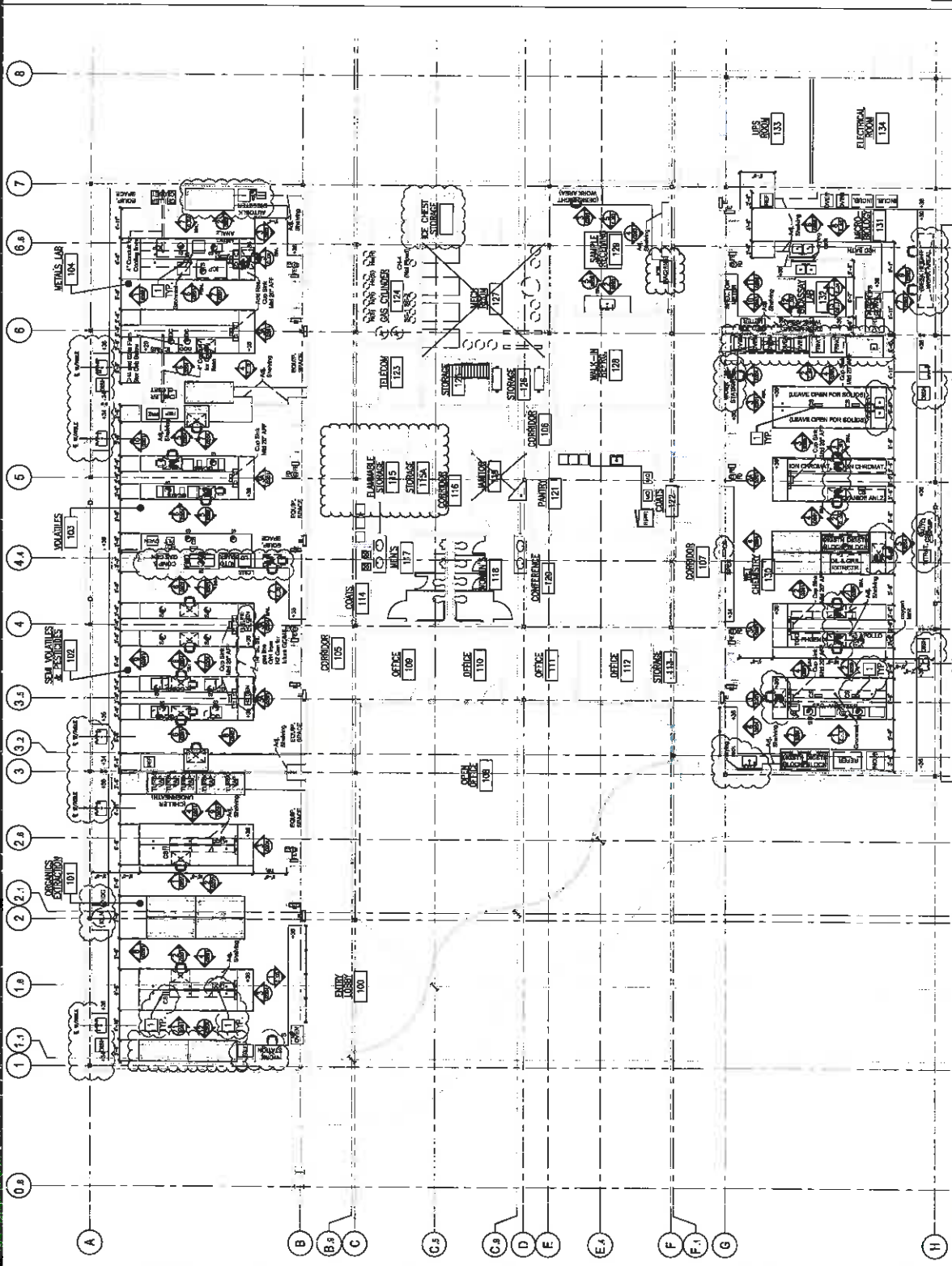
DRAWING NO. **01001**

GENERAL NOTES:

1. DIMENSIONS ARE FROM CENTERLINE CABINETS BELOW.
2. 1" COUNTERTOP OVERHANG TYPICAL.
3. ALL WALL MOUNTED EQUIPMENT PROVIDE ALL NECESSARY BRACING, BACKING, AND TRIMMING.

KEYNOTES:

1. CUP SINK LOCATION TO BE VERIFIED BY OWNER/USER
- 2.



PROPOSED NEW PLAN
 W/ USER REQUESTED PLAN REVISIONS
Q101
 SHEET NO. OF 150
 PROJECT NO. 0715000
 DRAWING DATE: 04/18/15
 DWG NO.: 0715000-040

NEW WATER QUALITY LAB & CENTRAL CP EXPANSION
 PROJECT NO. 0715000
EQUIPMENT FLOOR PLAN

AS SHOWN
 FOR USE IN THE FIELD. CONTRACTOR TO VERIFY ALL FIELD CONDITIONS PRIOR TO CONSTRUCTION.
 SCALE: 1/8" = 1'-0"

REVIEWED BY: JAMES ZIMMERMAN
 Project Manager for O&A

REV. NO.	DATE	BY	DESCRIPTION

DESIGNED BY: []
 DRAWN BY: []
 CHECKED BY: []

EA
 THE AUSTIN COMPANY
 10000 N. MOORE AVENUE, SUITE 100
 AUSTIN, TEXAS 78753
 (512) 837-8800
 WWW.EA-CO.COM