

NOTICE OF MEETING

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

OF THE
BOARD OF DIRECTORS
OF THE



IS SCHEDULED FOR
WEDNESDAY, FEBRUARY 10, 2016
10:00 A.M.

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

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



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

**WEDNESDAY, FEBRUARY 10, 2016
10:00 A.M.**

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the January 13, 2016, meeting.

B. 1630 EAST AND WEST RECYCLED WATER PUMP STATION SURGE PROTECTION CONSTRUCTION CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, to J.R. Filanc Construction Company for \$729,000; and

2. Authorize the General Manager to execute the contract.

C. AGENCY-WIDE LIGHTING IMPROVEMENTS CONSTRUCTION CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the construction contract for the Agency-Wide Lighting Improvements, Project No. EN16013, to Facilities Solutions Group for a not-to-exceed amount of \$1,400,320; and
2. Authorize the General Manager to finalize and execute the contract.

D. PROJECT MANAGEMENT, ENGINEERING, AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES CONTRACT AWARDS

It is recommended that the Committee/Board:

1. Award three-year contracts to Carollo Engineers, Inc., GK & Associates, MWH, and Wallace & Associates, Inc. for on-call "as-needed" Project Management, Engineering, and Construction Staff Augmentation Support Services for a not-to-exceed total amount of \$1,500,000 for each contract; and
2. Authorize the General Manager to execute the contracts.

E. CONTRACT AWARD FOR ON-SITE-FLEET VEHICLES MAINTENANCE SERVICES

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002004 to Managed Mobile, Inc. of Placentia, California establishing a two-year contract for on-site vehicle maintenance services, with an option for two one-year extensions, for a not-to-exceed amount of \$150,000 for the initial two-year term; and
2. Authorize the General Manager, or the designee, to execute the contract with two, one-year potential contract extensions.

F. RP-4 AERATION BASIN MEMBRANE DIFFUSER SERVICE

It is recommended that the Committee/Board:

1. Authorize the single source procurement of a new aeration basin membrane diffusers and the membrane diffuser reskinning services for Regional Water Recycling Plant No. 4 (RP-4) from OVIVO USA, LLC for a not-to-exceed amount of \$1,032,000; and
2. Authorize the General Manager, or the designee, to execute the purchase.

G. RESOLUTION NO. 2016-2-2, AUTHORIZING AGENCY ORGANIZATIONAL MEMBERSHIPS AND AFFILIATIONS

It is recommended that the Committee/Board:

1. Approve the Agency-wide memberships and affiliations for FY 2016/17, in the amount of \$238,500 (includes 5% contingency); and
2. Adopt Resolution No. 2016-2-2, authorizing Agency organizational memberships and affiliations.

2. INFORMATION ITEM

A. LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)

3. GENERAL MANAGER'S COMMENTS

4. COMMITTEE MEMBER COMMENTS

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

6. ADJOURN

*A Municipal Water District

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

Proofed by: SK

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, February 4, 2016.

for Stephanie Riley
April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

WEDNESDAY, JANUARY 13, 2016
10:00 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Martha Davis, Executive Manager of Policy Development/AGM
Christina Valencia, Chief Financial Officer/AGM
Ernest Yeboah, Executive Manager of Operations/AGM
Jerry Burke, Deputy Manager of Engineering
Francis Concemino, Deputy Manager of Maintenance
Bill Leever, Groundwater Recharge Coordinator
Randy Lee, Manager of Operations
Jason Gu, Grants Officer
Jason Marseilles, Acting Senior Engineer
John Scherck, Acting Deputy Manager of Construction Management
Shaun Stone, Manager of Engineering
Kenneth Tuliau, Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
Jamal Zughbi, Senior Engineer/Project Manager P.E.
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 10:15 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of December 9, 2015.
- ◆ Recommended that the Board:
 1. Adopt the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for

the San Sevaine Basin Recharge Master Plan Update (RMPU) Improvements, Project No. EN13001; and

2. Authorize the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board;

as an Action Item on the January 20, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the construction contract award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the January 20, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the consultant contract award for the design efforts for the Regional Water Reclamation Plant No. 1 (RP-1) Improvements, Project No. EN14019 to RMC Water and Environment for the not-to-exceed amount of \$723,151; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the January 20, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600002023 to ASAP Industrial Supply of Fontana, California, establishing a three-year contract for the purchase of pipe and steel products (one-year firm fixed price with two, one year options); and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contact extensions;

as a Consent Calendar Item on the January 13, 2016 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ RP-1 & RP-5 Expansion PDR Consultant Contract Award Update
- ◆ Engineering and Construction Management Monthly Update

GENERAL MANAGER'S COMMENTS

General Manager Joseph Grindstaff had no further comments.

COMMITTEE MEMBER COMMENTS

There were no Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requested future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:45 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: FEBRUARY 10, 2016

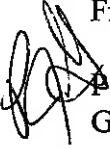
**ACTION
ITEM
1B**





Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: 1630 East and West Recycled Water Pump Station Surge Protection
Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, to J. R. Filanc Construction Company for \$729,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The 1630 West Recycled Water Pump Station (RWPS) is located at Vineyard Park along 6th Street within the City of Ontario. The pump station boosts recycled water from the 1299 pressure zone to the 1630 west pressure zone and reservoir. Since start-up, the west end of 1630 recycled water system has been experiencing surges on the suction side of the pump station, which cause pumps to shutdown. Additionally, high-pressure surges have caused damage to the end users' irrigation systems in the 1299 pressure zone. In September 2014, the Agency retained Stantec Consulting to perform an analysis of the RW system to determine the cause of the system surges. Stantec recommended remedying the surge situation in the 1299 pressure zone by installing a 1,000 cubic foot surge tank on the suction side of the 1630 West RWPS.

1630 East and West Recycled Water Pump Station Surge Protection
 Construction Contract Award
 February 17, 2016
 Page 2 of 3

The 1630 East RWPS is located at a Cucamonga Valley Water District Reservoir site on East Avenue in the City of Rancho Cucamonga. The 1630 east pipeline and pump station are equipped with a pressurized surge protection system. Since the facility startup in December 2011, staff has been experiencing operational difficulties with the existing surge protection system. Currently, the air compressors are located inside a sound proof enclosure, if these compressors run longer than 30 minutes they trip a hi-temperature switch. After review by Agency staff and Stantec, it was decided to install new air compressors inside the pump room and upgrade the control system of the surge protection system.

On November 18, 2015, a request for bids was advertised to the pre-qualified list of contractors for projects under \$2,000,000. Six (6) contractors participated in the job walk. On January 14, 2016, the following bids were received:

Bidder's Name	Price
J. R. Filanc Construction Company, Inc.	\$729,000
Humphrey Constructors	\$928,000
J. F. Shea Construction, Inc.	\$999,100
Norstar Plumbing and Engineering, Inc.	\$1,145,000
Engineer's Estimate	\$903,000

J. R. Filanc Construction Company is the lowest responsive and responsible bidder with a bid of \$729,000. Due to the \$200,000 cost differential between J. R. Filanc and the next responsive bidder, staff contacted and received confirmation from J. R. Filanc of their bid price of \$729,000.

The following is the projected project cost:

Description	Estimated Cost
Design (Consultant, IEUA, and Labor Augmentation)	\$193,000
Construction	\$729,000
Construction Management (Consultant, IEUA and Labor Augmentation)	\$146,000
Construction Contingency (~15%)	\$132,000
Total Project Cost	\$1,200,000
Total Project Budget	\$1,590,000

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	February 2016
Construction Completion	September 2016

1630 East and West Recycled Water Pump Station Surge Protection
Construction Contract Award
February 17, 2016
Page 3 of 3

The 1630 East and West Recycled Water Pump Station Surge Protection project is part of the Agency's Water Reliability Business Goal to support maximizing beneficial reuse of recycled water to enhance reliability and reduce dependence on Imported Water.

PRIOR BOARD ACTION

On April 15, 2015, the IEUA Board of Directors approved the design services contract with Stantec Consulting for the 1630 East and West Recycled Water Pump Station Surge Protection project.

IMPACT ON BUDGET

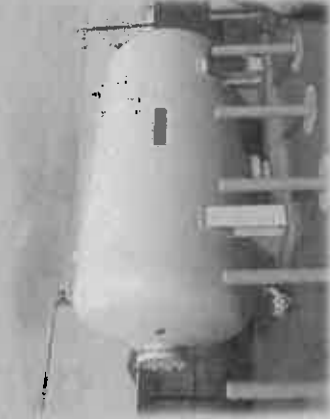
The award of the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, for the not-to-exceed amount of \$729,000 is within the total project budget of \$1,590,000 in the Recycled Water (WC) Fund.

PJG:CB:SS:mm

**1630 East and West Recycled Water
Pump Station Surge Protection
Construction Contract Award**

Project No. EN15055

February 2016



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

**Shaun J. Stone, P.E.
Manager of Engineering**

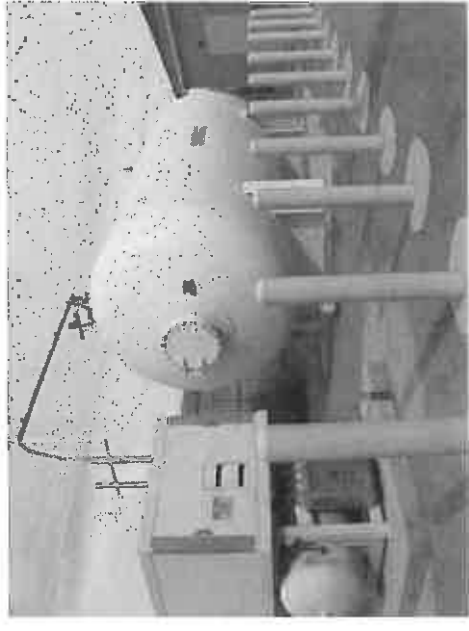
**Nasrin Maleki, P.E.
Senior Engineer**

Project Background

- 1630 W. RW Surge Protection System
 - Experiencing low and high suction pressures
 - Irrigation facilities of customers at risk of sustained damage
- 1630 E. RW Surge Protection System
 - Temperature builds-up within the air compressors enclosure
 - Additional surge control/programming is required

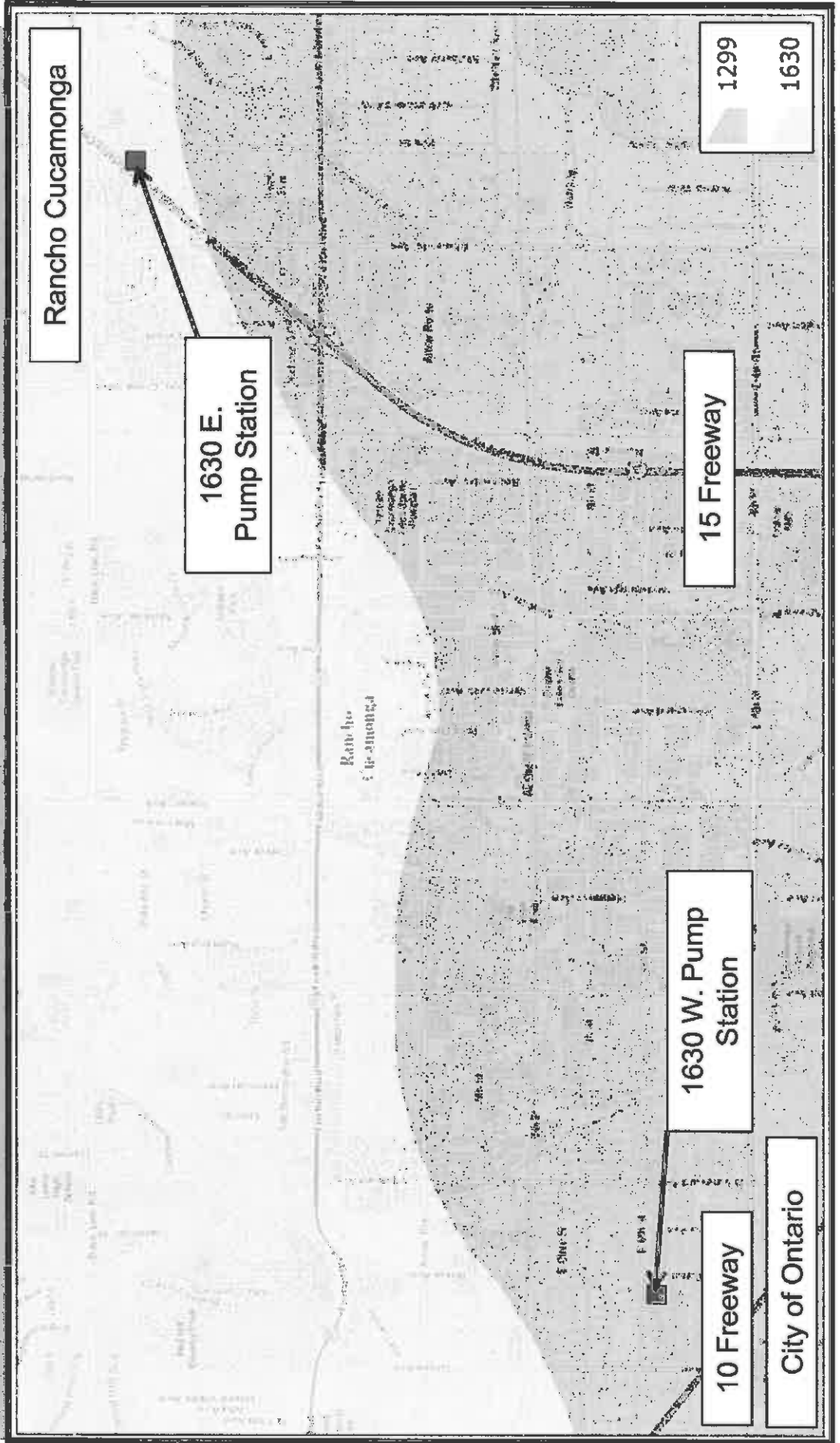


1630 W. Surge Tank

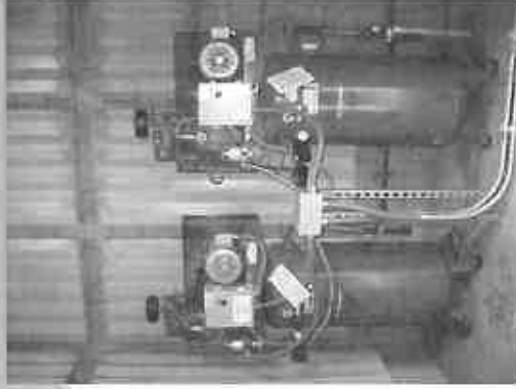


1630 E. Surge Tank

Project Locations



Project Scope



1630 W. Compressors

- 1630 W. RW Pump Station:
 - Install 1000 ft³ surge tank for 1299 Pressure Zone
 - Install a new air compressor



1630 E. Control System

- 1630 E. RW Pump Station:
 - Install new air compressors
 - Improve control system

Bid Summary

Four (4) bids received on January 14, 2016:

Bidder Name	Price
J. R. Filanc Construction Company, Inc.	\$729,000
Humphrey Constructors	\$928,000
J.F. Shea Construction, Inc.	\$999,100
Norstar Plumbing and Engineering, Inc.	\$1,145,000
Engineer's Estimate	\$903,000

Project Budget and Schedule

Description	Estimated Cost
Design (Consultant, IEUA and Labor Augmentation)	\$193,000
Construction	\$729,000
Construction Management (IEUA and Labor Augmentation)	\$146,000
Construction Contingency (~15%)	\$132,000
Total Project Cost	\$1,200,000
Total Project Budget	\$1,590,000

Project Milestone	Date
Design Completion	November 2015
Construction Contract Award	February 2016
Construction Completion	September 2016

Recommendation

Staff recommends that the Board of Directors approve the construction contract award to J. R. Filanc Construction for the 1630 RW Surge Protection, Project No. EN15055 for the not-to-exceed amount of \$729,000 and authorize the General Manager to execute the contract.

This project is part of the Agency's Water Reliability Business Goal to support maximizing beneficial reuse of recycled water to enhance reliability and reduce dependence on Imported Water.

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2016, by and between J. R. Filanc Construction Company, Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR 1630 East and West Recycled Water Pump Stations Surge Protection System Improvements, Project No. EN15055, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price: \$729,000

Seven Hundred Twenty-Nine Thousand Dollars.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency two hundred and forty (240) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of FOUR THOUSAND (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. Liquidated Damages will be assessed against the CONTRACTOR for the CONTRACTOR's failure to meet schedule mandatory milestones. The Liquidated Damages shall be assessed for shop drawings and submittals for the surge tank and air compressors that are not approved by the Agency within sixty (60) days after the award of the Contract at a daily amount of SEVEN HUNDRED AND FIFTY (\$750) dollars for each day of delay.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D - Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D - Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D - Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H - Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

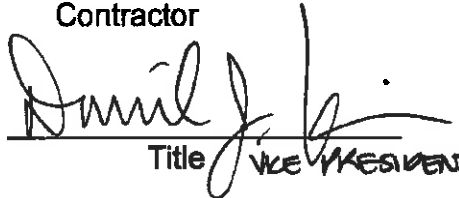
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including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

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

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

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

By _____
General Manager

Contractor
By 
Title VICE PRESIDENT


**ACTION
ITEM
1C**





Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: Agency-Wide Lighting Improvements Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract for the Agency-Wide Lighting Improvements, Project No. EN16013, to Facilities Solutions Group for a not-to-exceed amount of \$1,400,320; and
2. Authorize the General Manager to finalize and execute the contract.

BACKGROUND

As part of the Agency-Wide Energy Efficiency Study Project, IEUA staff have been working with The Energy Network (TEN) and the Water Infrastructure and System Efficiency (WISE) Program to identify opportunities to reduce total electricity usage and costs. A business case evaluation was conducted based on an Agency-wide external and internal light fixture audit, and staff has estimated that if various fluorescent light fixtures are replaced the Agency can realize a net present value of more than \$2.5M return over the life of the light fixtures considering the energy savings and the reduction in maintenance costs.

Based on the business case evaluation, the Agency-Wide Lighting Improvements Project (EN16013) was launched to replace lighting fixtures with qualified DesignLights Consortium (DLC) approved LED fixtures within Regional Water Recycling Plant No. 1 (RP-1), Regional Water Recycling Plant No. 4 (RP-4), Regional Water Recycling Plant No. 5 (RP-5), Carbon

Canyon Water Recycling Facility (CCWRF), Inland Empire Regional Composting Facility (IERCF), and Headquarters Buildings. Completing the Agency-Wide Lighting Improvements will achieve the following objectives:

- Capture \$115,823 in utility incentives from Southern California Edison
- Reduce energy usage by over 1.6 million kWh
- Reduce greenhouse gas emissions equal to 16,608 tons of carbon dioxide
- Reduce maintenance costs
- Strengthen the position the Agency as a community leader

The Agency elected to use the National Joint Powers Alliance (“NJPA”) list of qualified, licensed contractors that perform various components of a public work projects, including energy efficiency. The following lighting contractors were prequalified by NJPA for San Bernardino County and were considered for this project:

Contractor
Facilities Solution Group (FSG)
Earth Savers Energy Services, Inc.
Express Energy Services, Inc.
ABM Electrical & Lighting Solutions

The contractors listed above have extensive experience in California and are appropriately licensed, bonded, insured, qualified, and competent to perform this project. As part of the selection process, the firms were requested to submit adjustment factors to the fixed prices in the Lighting Construction Task Catalog from the NJPA. These adjustment factors were used to determine the ranking of bids. The adjustment factors for this project were the normal working hours (prevailing wages), other than normal working hours (prevailing wages) and non-pre-priced (for items not in the catalog). FSG was determined to have the lowest adjustment factor and; therefore, selected by IEUA as the best value.

The Agency requested FSG to provide a cost proposal for the Agency-Wide Lighting Improvements Project. A cost proposal based on the audit provided by FSG on January 5, 2016, was provided with a total price of \$1,400,320. Staff reviewed the cost proposal and confirmed that the pricing of the material is in accordance with the approved NJPA catalogues.

In addition to the objectives above, the Agency is offered a 0% on-bill financing option through SCE for approximately 80% of the construction costs, or \$1,099,888 over a 10-year period. In addition, the Agency will be receiving an incentive from SCE in the amount of \$115,823 upon the documentation of the energy savings.

The following is the projected project cost:

Description	Estimated Cost
IEUA Labor and Staff Augmentation	\$40,000
Construction Contract (Not-To-Exceed) for All Sites	\$1,400,320
Construction Services (IEUA Labor and Augmentation)	\$150,000
Construction Contingency (~15%)	\$235,000
SCE Incentives	\$(115,823)
On Bill Financing	\$(1,099,888)
Total Project Cost	\$609,609
Total Project Budget	\$4,800,000*

*Total Project Budget is inclusive of all annual lighting improvement projects included within the TYCIP.

The construction will commence in two phases. Phase I will take place at RP-4 and the IERCF. Once Phase I is complete, the energy savings will be verified by comparing the readings from the data loggers installed before and after construction. Following verification, Phase II will be launched at all the remaining sites. The following is the project schedule:

Project Milestone	Date
Construction Contract Award	February 2016
Construction Completion	February 2017

The Agency-Wide Lighting Improvements Project is part of the Agency's Energy Management Goal to optimize facility energy use and effectively manage renewable resources to achieve peak power independence, contain future energy costs, and achieve statewide renewable energy, distributed generation, and greenhouse gas.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

Due to the availability of SCE Programs, it is recommended that the Agency consolidate the annual lighting improvement projects into one project through the 2016 TYCIP process. Ten projects totaling \$4,800,000 will be combined into one project (EN16013). The projected FY15/16 expenditures are within the approved FY 15/16 budgets of \$500,000 for EN16013 and EN17004.

The award of the construction contract for Agency-Wide Lighting Improvements for the not-to-exceed amount of \$1,400,319 is within the total combined project budgets of \$4,800,000 in the Regional Wastewater O&M (RO) Fund. The immediate project cost is \$609,609 after incentives and on-bill financing is considered.

PJG:CB:SS:aa

**Agency-Wide Lighting Improvements
Construction Contract Award
Project No. EN16013
February 2016**



Inland Empire Utilities Agency

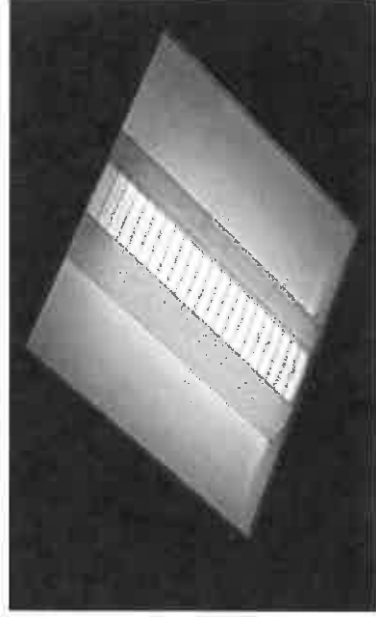
A MUNICIPAL WATER DISTRICT

**Shaun J. Stone, P.E.
Manager of Engineering**

**Adham Almasri, P.E.
Project Manager**

Project Background

- Agency Staff, Water Infrastructure and System Efficiency (WISE) Program, and The Energy Network (TEN) identified energy efficiency opportunities
- Replacement of fluorescent lights by LED lights was approved by WISE and TEN
- An audit generated a list of interior and exterior lighting fixtures
- Scope includes RP-1, CCWRF, RP-5, RP-4/IERCF, HQ A&B
- The project is part of the TYCIP to improve the Agency-Wide energy efficiency



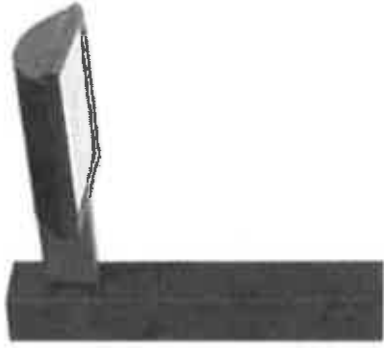
Existing 2x2x2 Linear Fluorescent Recessed Lights at HQA
\$11.00/day



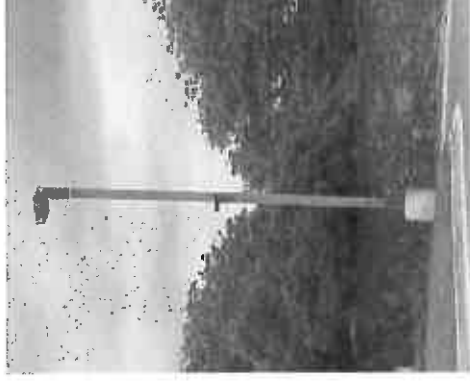
Proposed (LED) Lighting Fixtures (EVOKIT)
\$7.00/day (36% Energy Savings)

Project Benefits

- Potential \$2,600,000 in energy and maintenance savings
- Capture over \$115,000 in utility incentives from SCE
- Reduce greenhouse gas emissions by almost 17,000 tons of carbon dioxide
- Strengthen the Agency's position as a community leader
- 0% on-bill financing by SCE for 80% of the construction costs (\$1,100,000)



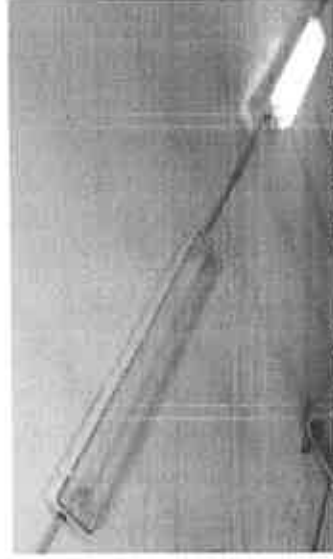
Proposed (LED)RAB ALED2T105
\$54.00/day (77% Energy Savings)



Existing 400W MH Arm Mounted Pole Street Lights at CCWRF
\$235.00/day

Project Sequencing

- Four (4) contractors pre-qualified by The National Joint Powers Alliance (NJPA)
- Facilities Solution Group selected based on their prevailing wages and non-pre-priced items in the NJPA Lighting Catalog
- Phase I: RP-4/IERCF lighting fixtures will be replaced
- Energy savings will be verified by reading installed data loggers
- Phase II will be pursued if savings are achieved



Existing 1x4x2 vapor tight lights at RP-1
\$65.00/day



Proposed (LED) P2 VTL-1X4-XL-F-UL-40K
\$36.00/day (45% Energy Savings)

Project Cost and Schedule

Description	Estimated Cost
IEUA Labor and Staff Augmentation	\$40,000
Construction Contract (Not-To-Exceed for All Sites)	\$1,400,320
Construction Services (IEUA Labor and Augmentation)	\$150,000
Contingency (~15%)	\$235,000
SCE Incentives	(\$115,823)
On Bill Financing*	(\$1,099,888)
Total Project Cost	\$609,609
IEUA Approved Budget	\$4,800,000
* 0% interest loan to be paid back on monthly SCE bill over 10 years	
Project Milestone	
Construction Contract Award	February 2016
Construction Completion	February 2017

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the construction contract award to Facilities Solutions Group for the Agency-Wide Lighting Improvements Project, Project No. EN16013 for a not-to-exceed amount of \$1,400,320 and also authorize the General Manager to execute the contract.

The Agency Wide Lighting Improvements project is part of the Agency's Energy Management Goal to optimize facility energy use and effectively manage renewable resources to achieve peak power independence, contain future energy costs, and achieve statewide renewable energy, distributed generation, and greenhouse gas.



CONTRACT NUMBER: 4600002049

FOR

ENERGY EFFICIENCY FACILITIES LIGHTING REPLACEMENT PROJECT

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2016, 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 the Facility Solutions Group, Inc. of Placentia, California (hereinafter referred to as "Contractor"), for the Agency's Energy Efficiency Facilities Lighting Replacement Project.

WHEREAS, the National Joint Powers Alliance (NJPA) called for Invitation for Bids in July 2013, for constructions contractors for general lighting energy efficiency projects, and;

WHEREAS, the Facility Solutions Group, Inc. entered into an agreement with the NJPA (CA-GL06A-082013-FSG) with an effective date of August 20, 2013, through August 19, 2017, with annual renewals upon acceptance by both parties, and;

WHEREAS, the Agency would like to utilize Contractor's competitively-let contract issued under the NJPA.

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: Adham Almasri
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Bldg. B
Telephone: (909) 993-1462
Facsimile: (909) 993-1982
Email: aalmasri@ieua.org

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

Contractor: Jeff Johnson, CLMC, CLEP
Facility Solutions Group, Inc.
Address: 801 Richfield Road
Placentia, CA 92870

Telephone: (714) 237-9970, extension 14221
Facsimile: (714) 237-9958
Email: jeff.johnson@fsgi.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 4600002049.
2. Contract Number 4600002049 General Terms and Conditions.
3. Contractor's Price Proposal titled IEUA 5 Site 12/17/15 - Lighting
4. Contractor's Scope of Work, Exhibit A, The Energy Network Project ID: A52WWLT1.
5. Agency's Front End Construction Boilerplate attached hereto and made a part hereof.
5. NJPA Facility Solution Group Contract CA-GL06A-082013-FSG dated August 20, 2013.

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with Contractor's Scope of Work, Exhibit A, and the Agency's Front End Boilerplate, which are both attached hereto and made a part hereof by this reference. The Scope of Work shall be released in phases as directed by the Agency's Project Manager listed on page one of this Contract.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or June 30, 2018, whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor may submit an invoice not more than once per month during the term of this Contract. 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 which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing requirements as stipulated in SB-854 for public works greater than \$1,000.00 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

All invoices shall be formulated consistent with the contract requirements and Contractor's proposed pricing within the Contractor's accepted proposal.

As compensation for the work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price *not-to-exceed* **\$1,400,320.00** for all services satisfactorily provided hereunder during the term of this Contract.

To expedite payment of invoices email to apgroup@ieua.org with a copy to the Agency's Project Manager.

7. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor'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.
4. **Performance and Payment Bonds** are required in accordance with the attached bonding forms.

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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

notice by certified mail, return receipt requested, has been given to the Agency.

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

Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, CA 91709

8. **FITNESS FOR DUTY:**

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

9. **LEGAL RELATIONS AND RESPONSIBILITIES**

- A. **Professional Responsibility:** The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. **Status of Contractor:** The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of 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 Contractor 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 Contractor or its employees.
- D. Work Safety: Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and,
 2. A written plan that includes; identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- F. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- G. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- H. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and

that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- I. Indemnification: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her

consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for 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 Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, 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 Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- M. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

- N. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
10. **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 Contractor and/or the Contractor'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 Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
11. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:
- Agency: Mr. Warren T. Green
Manager of Contracts & Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709
- Contractor: Mr. Jeff Johnson, CLMC, CLEP
Facility Solutions Group, Inc.
801 Richfield Road
Placentia, CA 92870

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.

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

any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

13. **RIGHT TO AUDIT**: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
14. **INTEGRATION**: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
15. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
16. **TERMINATION FOR CONVENIENCE**: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
17. **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.
18. **LIQUIDATED DAMAGES**: Liquidated Damages, in the amount of \$150.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
19. **CHANGES**: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
20. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT:

FACILITY SOLUTIONS GROUP, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Jeff Johnson, CLMC, CLEP

(Date)



Contractor's Price Proposal Summary - Categor

Print Date: January 05, 2016
Contract Number: CA-GL06A-082013-FSG
Work Order Number: A52WWLT1
Work Order Title: Inland Empire Utilities Agency (IEUA) - Lighting
Contractor: Facility Solutions Group
Proposal Value: \$1,400,319.97
Proposal Name: IEUA 5 Site 12/17/15 - Lighting

Category - CCR:	\$175,403.53
Category - HQ:	\$231,466.93
Category - RP1:	\$567,075.01
Category - RP4:	\$292,736.77
Category - RP5:	\$133,637.73
Proposal Total	\$1,400,319.97

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percentage of NPP on this Proposal: 61.8491%



Contractor's Price Proposal Detail - Categor

Print Date: January 05, 2016
Contract Number: CA-GL06A-082013-FSG
Work Order Number: A52WWLT1
Work Order Title: Inland Empire Utilities Agency (IEUA) - Lighting
Contractor: Facility Solutions Group
Proposal Value: \$1,400,319.97
Proposal Name: IEUA 5 Site 12/17/15 - Lighting

Record	Section - Item	Modifier	UOM	Description	Line Total
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Category - CCR

1	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warranties, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$3,459.00
				Installation	Quantity 3,459.00 x Unit Price \$1.00 x Factor 1.0000 = Total \$3,459.00
				Bonds, including insurance	
2	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97
				Installation	Quantity 4.00 x Unit Price \$138.00 x Factor 0.8676 = Total \$471.97
				2 Cont x 2 months	
3	01 MO D0 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98
				Installation	Quantity 4.00 x Unit Price \$85.00 x Factor 0.8676 = Total \$294.98
4	01 66 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12
				Installation	Quantity 876.00 x Unit Price \$6.95 x Factor 0.8676 = Total \$5,282.12
				Handling over 125'/pallet	
5	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38
				Installation	Quantity 585.00 x Unit Price \$1.11 x Factor 0.8676 = Total \$563.38
6	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96
				Installation	Quantity 195.00 x Unit Price \$0.78 x Factor 0.8676 = Total \$131.96
				Dispos first 15 miles	
7	16 00 00 00-0105		ea	RAB ALED2T105	\$20,298.13
				Installation	Quantity 32.00 x Unit Price \$558.82 x Factor 1.1351 = Total \$20,298.13
				Material only, labor under CTC 26562300-0095	
8	16 00 00 00-0109		ea	RAB BAYLED78NW	\$8,813.69
				Installation	Quantity 22.00 x Unit Price \$352.94 x Factor 1.1351 = Total \$8,813.69
				Material only, labor under CTC 26511300-0658	



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - CCR						
9	16 00 00 00-0110		ea	RAB BLEDR24	\$1,518 36	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			3 00	\$445 88	1 1351 =	\$1,518 36
				Material only, labor under CTC 26562600-0007		
10	16 00 00 00-0125		EA	RAB FFLED52T	\$419 99	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			1 00	\$370 00	1 1351 =	\$419 99
				Material only, labor under CTC 26563600-0028		
11	16 00 00 00-0134		EA	RAB WFLED26/PC	\$3,865 64	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			15 00	\$215 29	1 1351 =	\$3,865 64
				Material only, labor under CTC 26562300-0021		
12	16 00 00 00-0135		ea	RAB WFLED52/PC	\$352 55	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			1 00	\$310 59	1 1351 =	\$352 55
				Material only, labor under CTC 26562300-0052		
13	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$1,261 97	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			9 00	\$123 53	1 1351 =	\$1,261 97
				Material only, labor under CTC 26511300-0029		
14	16 00 00 00-0803		ea	EVOKIT 2X2 P 32L 31W 840 + 502435kit	\$1,347 51	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			7 00	\$189 59	1 1351 =	\$1,347 51
				Material only, labor under CTC 26511300-0075		
15	16 00 00 00-0604		ea	EVOKIT 2X4 P 42L 42W 840 + 502435 kit	\$5,970 17	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			27 00	\$194 80	1 1351 =	\$5,970 17
				Material only, labor under CTC 26511300-0075		
16	16 00 00 00-0707		ea	P2 VTL-1X4-XL-F-UL-40K	\$4,023 66	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			23 00	\$154 12	1 1351 =	\$4,023 66
				Material only, labor under CTC 26511300-0029		
17	16 00 00 00-1030		ea	Sensorswitch SB010 ODP D P BZ 3V	\$3,483 62	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			33 00	\$93 00	1 1351 =	\$3,483 62
				Material only, labor under CTC 26592300-0004		
18	16 00 00 00-1104		ea	Holophne PLED2 05L 4K AS UN NA G L5-P3US-GR	\$33,991 70	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			82 00	\$483 00	1 1351 =	\$33,991 70
				Material only, labor under CTC 26511300-0393		
19	16 00 00 00-1105		ea	Holophne PLED2 08L 4K AS UN NA G L5-P3US-GR	\$5,424 64	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			9 00	\$531 00	1 1351 =	\$5,424 64
				Material only, labor under CTC 26511300-0393		



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - CCR					
20	16 00 00 00-1402		EACH	LUMECON LWP-BH-25W	\$2,109.97
		NPP Task			
				Quantity	Unit Price
				Factor	Total
				Installation 4.00 x \$464.71 x 1.1351 =	\$2,109.97
				Material only, labor under CTC 26511300-0858	
21	16000-1681		ea	CREE CR-LE-40LHE-40K-8-HD	\$25,105.69
		NPP Task			
				Quantity	Unit Price
				Factor	Total
				Installation 80.00 x \$276.47 x 1.1351 =	\$25,105.69
				Material only, labor under CTC 26511300-0029	
22	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$961.65
				Quantity	Unit Price
				Factor	Total
				Installation 68.00 x \$16.30 x 0.8676 =	\$961.65
23	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$3.80
				Quantity	Unit Price
				Factor	Total
				Installation 2.00 x \$2.19 x 0.8676 =	\$3.80
24	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$142.18
				Quantity	Unit Price
				Factor	Total
				Installation 332.00 x \$0.45 x 0.9517 =	\$142.18
25	26 01 50 51-0153		EA	Recycle U-Shaped Or Circular Fluorescent Lamps	\$5.46
				Quantity	Unit Price
				Factor	Total
				Installation 14.00 x \$0.41 x 0.9517 =	\$5.46
26	26 01 50 51-0154		EA	Recycle HID Lamps	\$182.27
				Quantity	Unit Price
				Factor	Total
				Installation 149.00 x \$1.41 x 0.8676 =	\$182.27
27	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$612.48
				Quantity	Unit Price
				Factor	Total
				Installation 173.00 x \$3.72 x 0.9517 =	\$612.48
28	26 05 33 13-0127		EA	1/2" x 2" Long RGS, Nipple	\$247.37
				Quantity	Unit Price
				Factor	Total
				Installation 33.00 x \$8.64 x 0.8676 =	\$247.37
				For ext sensors NPP 1030	
29	26 MO D0 00-0022	0022	EA	For Installation Above 14', Add	\$33.21
				Quantity	Unit Price
				Factor	Total
				Installation 33.00 x \$1.16 x 0.8676 =	\$33.21
30	26 05 33 16-0199		EA	1/2", Type FD, Deep, Single Gang Cast Aluminum BoxOne hub.	\$1,677.19
				Quantity	Unit Price
				Factor	Total
				Installation 33.00 x \$58.58 x 0.8676 =	\$1,677.19
				For ext sensors NPP 1030	
31	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$2,039.11
				Quantity	Unit Price
				Factor	Total
				Installation 30.00 x \$71.42 x 0.9517 =	\$2,039.11
				For supplying and installing interior wall occupancy switches	



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - CCR						
32	26 09 23 00-0004	EA		Wall Switch Replacement Occupancy Sensor, Double Gang Note: Includes integral occupancy sensor and relay	\$838.02	
	Excludes Material					
			Quantity	Unit Price	Factor	Total
	Installation		33.00 x	\$29.27 x	0.8676 =	\$838.02
				Labor only for installation of exterior sensors NPP 1030		
33	26 09 23 00-0005	EA		Ceiling Mount Sensor Coer <500 SF, T-Bar Or Exposed Ceiling Note: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$324.74	
			Quantity	Unit Price	Factor	Total
	Installation		2.00 x	\$170.81 x	0.9517 =	\$324.74
34	26 09 23 00-0006	EA		Ceiling Mount Sensor Coer >500 SF, T-Bar Or Exposed Ceiling Note: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$2,699.93	
			Quantity	Unit Price	Factor	Total
	Installation		15.00 x	\$189.13 x	0.9517 =	\$2,699.93
35	26 09 23 00-0007	EA		Install Additional Switching Relay Note: Includes 8' of plenum rated control wire, mounting, j-box	\$442.81	
			Quantity	Unit Price	Factor	Total
	Installation		8.00 x	\$58.16 x	0.9517 =	\$442.81
36	26 09 23 00-0008	EA		On Board Occupancy Sensor For Light Fixture Note: Factory installed	\$2,027.29	
			Quantity	Unit Price	Factor	Total
	Installation		26.00 x	\$81.93 x	0.9517 =	\$2,027.29
37	26 27 26 00-0137	EA		Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Killark® 3FSBC)	\$555.15	
			Quantity	Unit Price	Factor	Total
	Installation		33.00 x	\$19.39 x	0.8676 =	\$555.15
				For ext sensors NPP 1030		
38	26 51 13 00-0029	EA		Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$8,441.96	
			Quantity	Unit Price	Factor	Total
	Installation		112.00 x	\$79.20 x	0.9517 =	\$8,441.96
				Labor only NPP 0350, 0707, 1601		
39	26 51 13 00-0075	EA		4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$947.11	
	Excludes Material					
			Quantity	Unit Price	Factor	Total
	Installation		34.00 x	\$29.27 x	0.9517 =	\$947.11
				Labor only NPP 0603, 0604		
40	26 51 13 00-0393	EA		98 System Watts, 6,340 Lumens, Pendant Mount, Wet Location, NEMA 4X, High Bay/Low Bay, LED Fixture (Cooper Champ® Pro PVM9L)	\$9,966.20	
	Excludes Material					
			Quantity	Unit Price	Factor	Total
	Installation		71.00 x	\$101.12 x	0.8676 =	\$6,228.95
	Demolition		71.00 x	\$60.87 x	0.8676 =	\$3,737.25
				Labor only NPP 1104, 1105		
41	26 51 13 00-0658	EA		7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$4,857.04	
	Excludes Material					
			Quantity	Unit Price	Factor	Total
	Installation		26.00 x	\$130.86 x	0.9517 =	\$3,238.03
	Demolition		26.00 x	\$65.43 x	0.9517 =	\$1,619.01
				Labor only NPP 0109, 1402		



Record	Section - Item	Modifier	UOM	Description	Line Total		
Category - CCR							
42	26 56 23 00-0021		EA	70 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$2,257.41		
	Excludes Material						
				Quantity	Unit Price	Factor	Total
			Installation	15.00 x	\$130.13 x	0.8676 =	\$1,693.51
			Demolition	15.00 x	\$43.33 x	0.8676 =	\$563.90
			Labor only NPP 0134				
43	26 56 23 00-0052		EA	250 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Large Wall Pack	\$225.80		
	Excludes Material						
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$195.19 x	0.8676 =	\$169.35
			Demolition	1.00 x	\$65.07 x	0.8676 =	\$56.45
			Labor only NPP 0135				
44	26 56 23 00-0095		EA	100 LEDs, 111 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$6,680.94		
	Excludes Material						
				Quantity	Unit Price	Factor	Total
			Installation	32.00 x	\$160.43 x	0.8676 =	\$4,454.05
			Demolition	32.00 x	\$80.21 x	0.8676 =	\$2,226.89
			Labor only NPP 0105				
45	26 56 26 00-0007		EA	42" H.I.D. Bollard	\$1,016.08		
	Excludes Material						
				Quantity	Unit Price	Factor	Total
			Installation	3.00 x	\$260.25 x	0.8676 =	\$677.38
			Demolition	3.00 x	\$130.13 x	0.8676 =	\$338.70
			Labor only NPP 0110				
46	26 56 36 00-0028		EA	175 Watt Metal Halide PF-154 Series GE Flood Light	\$227.63		
	Excludes Material						
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$174.91 x	0.8676 =	\$151.75
			Demolition	1.00 x	\$87.46 x	0.8676 =	\$75.88
			Labor only NPP 0125				
Subtotal for Category - CCR:					\$175,403.53		
Category - HQ							
47	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$4,539.00		
				Quantity	Unit Price	Factor	Total
			Installation	4,539.00 x	\$1.00 x	1.0000 =	\$4,539.00
			Bonds, including insurance				
48	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$138.00 x	0.8676 =	\$471.97
			2 Cont x 2 months				



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - HQ					
49	01 MO 00 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98
				Installation	
				Quantity 4.00 x	Unit Price \$85.00 x
				Factor 0.8676 =	Total \$294.98
50	01 66 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12
				Installation	
				Quantity 876.00 x	Unit Price \$6.95 x
				Factor 0.8676 =	Total \$5,282.12
				Over 125'/pallet	
51	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38
				Installation	
				Quantity 585.00 x	Unit Price \$1.11 x
				Factor 0.8676 =	Total \$563.38
52	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96
				Installation	
				Quantity 195.00 x	Unit Price \$0.78 x
				Factor 0.8676 =	Total \$131.96
				First 15 miles hauling	
53	16 00 00 00-0106		ea	RAB ALED2T50	\$29,838.33
		NPP Task		Installation	
				Quantity 66.00 x	Unit Price \$469.41 x
				Factor 1.1351 =	Total \$29,838.33
				Material only, labor under CTC 26562300-0092	
54	16 00 00 00-0117		ea	RAB WPLED26	\$2,916.58
		NPP Task		Installation	
				Quantity 13.00 x	Unit Price \$197.65 x
				Factor 1.1351 =	Total \$2,916.58
				Material only, labor under CTC 26562300-0021	
55	16 00 00 00-0123		EA	RAB FFLED39T	\$285.77
		NPP Task		Installation	
				Quantity 1.00 x	Unit Price \$251.76 x
				Factor 1.1351 =	Total \$285.77
				Material only, labor under CTC 26563800-0028	
56	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$1,121.75
		NPP Task		Installation	
				Quantity 8.00 x	Unit Price \$123.53 x
				Factor 1.1351 =	Total \$1,121.75
				Material only, labor under CTC 26511300-0029	
57	16 00 00 00-0603		ea	EVOKIT 2X2 P 32L 31W 840 + 502435kit	\$38,307.82
		NPP Task		Installation	
				Quantity 199.00 x	Unit Price \$169.59 x
				Factor 1.1351 =	Total \$38,307.82
				Material only, labor under CTC 26511300-0075	
58	16 00 00 00-1400		ea	ge alv1-0-1-T-47-D-4-S-B-V-ST-K-N-W	\$24,070.52
		NPP Task		Installation	
				Quantity 103.00 x	Unit Price \$205.88 x
				Factor 1.1351 =	Total \$24,070.52
				Material only, labor under CTC 26511300-0029	
59	16 00 00 00-1401		ea	ge alv1-0-1-T-47-D-8-S-B-V-ST-K-N-W	\$694.41
		NPP Task		Installation	
				Quantity 2.00 x	Unit Price \$305.88 x
				Factor 1.1351 =	Total \$694.41
				Material only, labor under CTC 26511300-0029	
60	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79
				Installation	
				Quantity 69.00 x	Unit Price \$16.30 x
				Factor 0.8676 =	Total \$975.79



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - HQ					
61	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60
				Quantity	Unit Price
			Installation	4.00 x	\$2.19 x
				Factor	Total
				0.8676 =	\$7.60
62	26 01 50 51-0145		EA	8 Watt (50 Watt Halogen Equivalent), GU5.3 Base, MR16, Dimmable LED Lamp (Tier 1)	\$1,454.82
				Quantity	Unit Price
			Installation	45.00 x	\$33.97 x
				Factor	Total
				0.9517 =	\$1,454.82
63	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$141.33
				Quantity	Unit Price
			Installation	330.00 x	\$0.45 x
				Factor	Total
				0.9517 =	\$141.33
64	26 01 50 51-0152		EA	Recycle Compact Fluorescent Lamps	\$5.07
				Quantity	Unit Price
			Installation	13.00 x	\$0.41 x
				Factor	Total
				0.9517 =	\$5.07
65	26 01 50 51-0153		EA	Recycle U-Shaped Or Circular Fluorescent Lamps	\$57.75
				Quantity	Unit Price
			Installation	148.00 x	\$0.41 x
				Factor	Total
				0.9517 =	\$57.75
66	26 01 50 51-0154		EA	Recycle HID Lamps	\$91.75
				Quantity	Unit Price
			Installation	75.00 x	\$1.41 x
				Factor	Total
				0.8676 =	\$91.75
67	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$1,784.32
				Quantity	Unit Price
			Installation	504.00 x	\$3.72 x
				Factor	Total
				0.9517 =	\$1,784.32
68	28 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$1,223.47
				Quantity	Unit Price
			Installation	18.00 x	\$71.42 x
				Factor	Total
				0.9517 =	\$1,223.47
				For supplying and installing interior wall occupancy switches	
69	26 09 23 00-0006		EA	Ceiling Mount Sensor Coer >500 SF, T-Bar Or Exposed CeilingNote: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$3,959.89
				Quantity	Unit Price
			Installation	22.00 x	\$189.13 x
				Factor	Total
				0.9517 =	\$3,959.89
70	26 09 23 00-0007		EA	Install Additional Switching RelayNote: Includes 8' of plenum rated control wire, mounting, j-box	\$553.51
				Quantity	Unit Price
			Installation	10.00 x	\$58.16 x
				Factor	Total
				0.9517 =	\$553.51
71	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$8,517.33
				Quantity	Unit Price
			Installation	113.00 x	\$79.20 x
				Factor	Total
				0.9517 =	\$8,517.33
				Labor Only NPP 0350, 1400, 1401	
72	26 51 13 00-0075		EA	4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$5,543.40
				Quantity	Unit Price
			Installation	199.00 x	\$29.27 x
				Factor	Total
				0.9517 =	\$5,543.40
		Excludes Material		LABOR ONLY NPP 0603	



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - HQ						
73	26 51 13 00-0344		EA	4,000 Lumens, 4' Length, LED Low Bay Fixture (Cree® CS14™) (DLC Certified, Tier 2)	\$17,939.16	
				Quantity Unit Price Factor Total		
			Installation	36.00 x \$487.91 x 0.9517 =	\$16,718.38	
			Demolition	36.00 x \$35.69 x 0.9517 =	\$1,222.78	
74	26 51 13 00-0346		EA	8,000 Lumens, 8' Length, LED Low Bay Fixtures (Cree® CS18™) (DLC Certified, Tier 2)	\$50,317.37	
				Quantity Unit Price Factor Total		
			Installation	64.00 x \$781.49 x 0.9517 =	\$47,599.62	
			Demolition	64.00 x \$44.62 x 0.9517 =	\$2,717.75	
75	26 56 23 00-0021		EA	70 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$1,958.42	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	13.00 x \$130.13 x 0.8676 =	\$1,467.71	
			Demolition	13.00 x \$43.33 x 0.8676 =	\$488.71	
			Labor Only NPP 0117			
76	26 56 23 00-0092		EA	40 LEDs, 47 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$10,021.27	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	56.00 x \$137.51 x 0.8676 =	\$6,681.01	
			Demolition	56.00 x \$68.75 x 0.8676 =	\$3,340.26	
			Labor only NPP 0106			
77	26 56 23 00-0102		EA	40 LEDs, 47 System Watts, Arm Mount, Round, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDR)	\$18,170.46	
				Quantity Unit Price Factor Total		
			Installation	18.00 x \$1,094.77 x 0.8676 =	\$17,096.80	
			Demolition	18.00 x \$68.75 x 0.8676 =	\$1,073.66	
78	26 56 36 00-0028		EA	175 Watt Metal Halide PF-154 Series GE Flood Light	\$227.63	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	1.00 x \$174.91 x 0.8676 =	\$151.75	
			Demolition	1.00 x \$87.46 x 0.8676 =	\$75.88	
			Labor only NPP 0123			
Subtotal for Category - HQ:					\$231,466.93	
Category - RP1						
79	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$11,133.00	
				Quantity Unit Price Factor Total		
			Installation	11,133.00 x \$1.00 x 1.0000 =	\$11,133.00	
			Bonds, including Insurance			



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP1					
80	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97
				Installation	
				Quantity 4.00 x Unit Price \$136.00 x Factor 0.8676 = Total \$471.97	
				2 Cot x 2 months	
81	01 MO D0 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98
				Installation	
				Quantity 4.00 x Unit Price \$85.00 x Factor 0.8676 = Total \$294.98	
				4 Pickup & delivery	
82	01 66 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12
				Installation	
				Quantity 876.00 x Unit Price \$6.95 x Factor 0.8676 = Total \$5,282.12	
				Over 125'/pallet	
83	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38
				Installation	
				Quantity 585.00 x Unit Price \$1.11 x Factor 0.8676 = Total \$563.38	
84	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96
				Installation	
				Quantity 195.00 x Unit Price \$0.78 x Factor 0.8676 = Total \$131.96	
				First 15 miles hauling	
85	16 00 00 00-0105		ea	RAB ALED2T105	\$57,722.81
		NPP Task		Installation	
				Quantity 91.00 x Unit Price \$558.82 x Factor 1.1351 = Total \$57,722.81	
				Material only, labor under CTC 26562300-0095	
86	16 00 00 00-0106		ea	RAB ALED2T50	\$2,131.31
		NPP Task		Installation	
				Quantity 4.00 x Unit Price \$469.41 x Factor 1.1351 = Total \$2,131.31	
				Material only, labor under CTC 26562300-0092	
87	16 00 00 00-0107		ea	RAB ALED2T78	\$6,393.93
		NPP Task		Installation	
				Quantity 12.00 x Unit Price \$469.41 x Factor 1.1351 = Total \$6,393.93	
				Material only, labor under CTC 26562300-0095	
88	16 00 00 00-0109		ea	RAB BAYLED78NW	\$22,434.84
		NPP Task		Installation	
				Quantity 56.00 x Unit Price \$352.94 x Factor 1.1351 = Total \$22,434.84	
				Material only, labor under CTC 26511300-0658	
89	16 00 00 00-0111		ea	RAB CANVAS78T	\$2,029.83
		NPP Task		Installation	
				Quantity 4.00 x Unit Price \$447.06 x Factor 1.1351 = Total \$2,029.83	
				Material only, labor under CTC 26563600-0028	
90	16 00 00 00-0115		ea	RAB SLIM18	\$172.26
		NPP Task		Installation	
				Quantity 1.00 x Unit Price \$151.76 x Factor 1.1351 = Total \$172.26	
				Material only, labor under CTC 26562300-0008	



Record	Section - Item	Modifier	UOM	Description	Line Total		
Category - RP1							
91	16 00 00 00-0120	EA		RAB ELED4T50/PC	\$552 86		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	1 00 x \$487.06	x 1 1351 =	\$552 86
				THE FIXTURE IS RAB ALED4T50/PC Material only, labor under CTC 26562300-0082			
92	16 00 00 00-0121	EA		RAB ALED4T78	\$1,065 65		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	2 00 x \$469.41	x 1 1351 =	\$1,065 65
				Material only, labor under CTC 26562300-0095			
93	16 00 00 00-0124	EA		RAB FFLED52	\$742 67		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	2 00 x \$327.14	x 1 1351 =	\$742 67
				Material only, labor under CTC 26563600-0071			
94	16 00 00 00-0126	EA		RAB FXLED300SF	\$23,075 90		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	20 00 x \$1,016.47	x 1 1351 =	\$23,075 90
				Material only, labor under CTC 26563600-0258			
95	16 00 00 00-0127	EA		RAB FXLED78	\$3,888 76		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	8 00 x \$428.24	x 1 1351 =	\$3,888 76
				Material only, labor under CTC 26563600-0079			
96	16 00 00 00-0128	EA		RAB VANLED20	\$451 36		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	2 00 x \$198.82	x 1 1351 =	\$451 36
				Material only, labor under CTC 26562300-0122			
97	16 00 00 00-0129	EA		RAB WP2LED24	\$8,605 47		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	36 00 x \$210.59	x 1 1351 =	\$8,605 47
				Material only, labor under CTC 26562300-0021			
98	16 00 00 00-0131	EA		RAB SLIM18/PC	\$4,615 14		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	24 00 x \$168.41	x 1 1351 =	\$4,615 13
				Material only, labor under CTC 26562300-0006			
99	16 00 00 00-0132	EA		RAB WP2LED24/PC	\$777 23		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	3 00 x \$228.24	x 1 1351 =	\$777 23
				Material only, labor under CTC 26562300-0021			
100	16 00 00 00-0133	EA		RAB WPLED18/PC	\$2,556 03		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	11 00 x \$204.71	x 1 1351 =	\$2,556 03
				Material only, labor under CTC 26562300-0021			
101	16 00 00 00-0134	EA		RAB WPLED26/PC	\$16,373 17		
	NPP Task			Quantity	Unit Price	Factor	Total
				Installation	67 00 x \$215.29	x 1 1351 =	\$16,373 17
				Material only, labor under CTC 26562300-0021			



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - RP1						
102	16 00 00 00-0135		ea	RAB WPLED52/PC	\$16,922.43	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			48.00	\$310.59	1.1351	\$16,922.43
			x	x	=	
			Material only, labor under CTC 26582300-0052			
103	16 00 00 00-0254		ea	Lith 2TLX4-60L-FW-A12-LP840	\$4,647.28	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			12.00	\$341.18	1.1351	\$4,647.28
			x	x	=	
			Material only, labor under CTC 26511300-0029			
104	16 00 00 00-0255		ea	LITH TLX4 30L FW A12 SLD LP840	\$1,929.67	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			5.00	\$340.00	1.1351	\$1,929.67
			x	x	=	
			Material only, labor under CTC 26511300-0029			
105	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$10,516.42	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			75.00	\$123.53	1.1351	\$10,516.42
			x	x	=	
			Material only, labor under CTC 26511300-0029			
106	16 00 00 00-0507		EA	DECO LINEA-LED-14-45-40-UNV-N-DM-L	\$863.95	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			8.00	\$95.14	1.1351	\$863.95
			x	x	=	
			Material only, labor under CTC 26511300-0043			
107	16 00 00 00-0508		EA	DECO LINEA-LED-14-60-40-UNV-N-DM	\$463.76	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			4.00	\$102.14	1.1351	\$463.76
			x	x	=	
			Material only, labor under CTC 26511300-0043			
108	16 00 00 00-0603		ea	EVOKIT 2X2 P 32L 31W 840 + 502435kit	\$1,155.01	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			6.00	\$169.59	1.1351	\$1,155.01
			x	x	=	
			Material only, labor under CTC 26511300-0075			
109	16 00 00 00-0604		ea	EVOKIT 2X4 P 42L 42W 840 + 502435 kit	\$13,267.05	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			60.00	\$184.80	1.1351	\$13,267.05
			x	x	=	
			Material only, labor under CTC 26511300-0075			
110	16 00 00 00-0707		ea	P2 VTL-1X4-XL-F-UL-40K	\$8,747.08	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			50.00	\$154.12	1.1351	\$8,747.08
			x	x	=	
			Material only, labor under CTC 26511300-0029			
111	16 00 00 00-0708		ea	P2 VTL-1X8-XL-F-UL-40K	\$3,489.42	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			13.00	\$236.47	1.1351	\$3,489.42
			x	x	=	
			Material only, labor under CTC 26511300-0029			
112	16 00 00 00-1030		ea	Sensorswitch SB010 ODP D P BZ 3V	\$8,234.02	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			78.00	\$93.00	1.1351	\$8,234.02
			x	x	=	
			Material only, labor under CTC 26592300-0004			



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - RP1						
113	16 00 00 00-1102	ea		Holophne PLED2 06L 4K AS UN NA G L5	\$7,723 22	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	14 00 x	\$488 00 x	1 1351 =	\$7,723 22
		Material only, labor under CTC 26511300-0393				
114	16 00 00 00-1103	ea		Holophne PLED2 10L 4K AS UN NA G L5	\$7,879 86	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	13 00 x	\$534 00 x	1 1351 =	\$7,879 86
		Material only, labor under CTC 26511300-0393				
115	16 00 00 00-1104	ea		Holophne PLED2 05L 4K AS UN NA G L5-P3US-GR	\$12,609 83	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	23 00 x	\$483 00 x	1 1351 =	\$12,609 83
		Material only, labor under CTC 26511300-0393				
116	16 00 00 00-1105	ea		Holophne PLED2 08L 4K AS UN NA G L5-P3US-GR	\$9,041 07	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	15 00 x	\$531 00 x	1 1351 =	\$9,041 07
		Material only, labor under CTC 26511300-0393				
117	16 00 00 00-1106	ea		Holophne PLED2 10L 4K AS UN NA G L5-P3US-GR	\$12,487 24	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	19 00 x	\$579 00 x	1 1351 =	\$12,487 24
		Material only, labor under CTC 26511300-0393				
118	16 00 00 00-1302	ea		CREE CR-LE-50L-40K-S-HD	\$6,423 42	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	26 00 x	\$217 85 x	1 1351 =	\$6,423 42
		Material only, labor under CTC 26511300-0029				
119	16 00 00 00-1400	ea		ge alv1-0-1-T-47-D-4-S-B-V-ST-K-N-W	\$1,402 17	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	6 00 x	\$205 88 x	1 1351 =	\$1,402 17
		Material only, labor under CTC 26511300-0029				
120	16 00 00 00-1401	ea		ge alv1-0-1-T-47-D-8-S-B-V-ST-K-N-W	\$4,513 66	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	13 00 x	\$305 88 x	1 1351 =	\$4,513 66
		Material only, labor under CTC 26511300-0029				
121	16 00 00 00-1402	EACH		LUMECON LWP-BH-25W	\$60,134 12	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	114 00 x	\$464 71 x	1 1351 =	\$60,134 12
		Material only, labor under CTC 26511300-0658				
122	16 00 00 00-1403	EACH		RAB BAYLED104NW	\$14,582 77	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	26 00 x	\$494 12 x	1 1351 =	\$14,582 77
		Material only, labor under CTC 26511300-0658				
123	16 00 00 00-1404	EACH		RAB FFLED52SF	\$1,079 00	
	NPP Task		Quantity	Unit Price	Factor	Total
		Installation	2 00 x	\$475 29 x	1 1351 =	\$1,079 00
		Material only, labor under CTC 26563600-0079				



Record	Section - Item	Modifier	UOM	Description	Line Total		
Category - RP1							
124	16000-1601		ea	CREE CR-LE-40LHE-40K-S-HD	\$20,398.37		
		NPP Task					
				Quantity	Unit Price	Factor	Total
		Installation		85.00 x	\$278.47 x	1.1351 =	\$20,398.37
				Material only, labor under CTC 28511300-0029			
125	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79		
				Quantity	Unit Price	Factor	Total
		Installation		69.00 x	\$16.30 x	0.8676 =	\$975.79
126	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60		
				Quantity	Unit Price	Factor	Total
		Installation		4.00 x	\$2.19 x	0.8676 =	\$7.60
127	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$420.13		
				Quantity	Unit Price	Factor	Total
		Installation		981.00 x	\$0.45 x	0.9517 =	\$420.13
128	26 01 50 51-0151		EA	Recycle 8' Length Linear Fluorescent Lamps	\$29.12		
				Quantity	Unit Price	Factor	Total
		Installation		34.00 x	\$0.90 x	0.9517 =	\$29.12
129	26 01 50 51-0154		EA	Recycle HID Lamps	\$803.72		
				Quantity	Unit Price	Factor	Total
		Installation		657.00 x	\$1.41 x	0.8676 =	\$803.72
130	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$1,915.32		
				Quantity	Unit Price	Factor	Total
		Installation		541.00 x	\$3.72 x	0.9517 =	\$1,915.32
131	26 05 33 13-0127		EA	1/2" x 2" Long RGS, Nipple	\$584.69		
				Quantity	Unit Price	Factor	Total
		Installation		78.00 x	\$8.64 x	0.8676 =	\$584.69
				For ext sensors NPP 1030			
132	26 MO D0 00-0022	0022	EA	For Installation Above 14', Add	\$78.50		
				Quantity	Unit Price	Factor	Total
		Installation		78.00 x	\$1.16 x	0.8676 =	\$78.50
				Above 14'			
133	26 05 33 16-0199		EA	1/2", Type FD, Deep, Single Gang Cast Aluminum BoxOne hub.	\$3,964.27		
				Quantity	Unit Price	Factor	Total
		Installation		78.00 x	\$58.58 x	0.8676 =	\$3,964.27
				For ext sensors NPP 1030			
134	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes Integral occupancy sensor and relay	\$5,573.57		
				Quantity	Unit Price	Factor	Total
		Installation		82.00 x	\$71.42 x	0.9517 =	\$5,573.57
				For supplying and installing interior wall occupancy switches			
135	26 MO D0 00-0197	0197	EA	For >40, Deduct	-\$351.75		
				Quantity	Unit Price	Factor	Total
		Installation		80.00 x	-\$4.62 x	0.9517 =	-\$351.75
				>40			



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP1					
136	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double Gang Note: Includes integral occupancy sensor and relay	\$1,980.78
		Excludes Material		Installation	
				Quantity 78.00 x Unit Price \$29.27 x Factor 0.8676 =	Total \$1,980.78
				Labor only for installation of exterior sensors NPP 1030	
137	26 MO D0 00-0197	0197	EA	For >40, Deduct	-\$312.65
				Installation	
				Quantity 78.00 x Unit Price \$-4.62 x Factor 0.8676 =	Total \$-312.65
				>40	
138	26 09 23 00-0006		EA	Ceiling Mount Sensor Coer >500 SF, T-Bar Or Exposed Ceiling Note: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$1,619.96
				Installation	
				Quantity 9.00 x Unit Price \$189.13 x Factor 0.9517 =	Total \$1,619.96
139	26 09 23 00-0007		EA	Install Additional Switching Relay Note: Includes 8' of plenum rated control wire, mounting, j-box	\$332.11
				Installation	
				Quantity 6.00 x Unit Price \$58.18 x Factor 0.9517 =	Total \$332.11
140	26 09 23 00-0008		EA	On Board Occupancy Sensor For Light Fixture Note: Factory installed	\$15,126.72
				Installation	
				Quantity 194.00 x Unit Price \$81.93 x Factor 0.9517 =	Total \$15,126.72
141	26 27 26 00-0137		EA	Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Killark® 3FSBC)	\$1,312.18
				Installation	
				Quantity 78.00 x Unit Price \$19.39 x Factor 0.8676 =	Total \$1,312.18
				For ext sensor NPP 1030	
142	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$5,276.22
				Installation	
				Quantity 70.00 x Unit Price \$79.20 x Factor 0.9517 =	Total \$5,276.22
				Labor only NPP 0254, 0255, 0350, 0707, 1302, 1400	
143	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$13,399.21
				Installation	
				Quantity 195.00 x Unit Price \$79.20 x Factor 0.8676 =	Total \$13,399.21
				Labor only, NPP 0254,0255,0350,0707,0708,1302,1400,1401 Day Shift	
144	26 51 13 00-0043		EA	Retrofit An Existing 4' Strip Style Fluorescent Fixture With Reflector To Operate Two 4' (T8) Lamps	\$334.20
		Excludes Material		Installation	
				Quantity 8.00 x Unit Price \$48.15 x Factor 0.8876 =	Total \$334.20
				Labor only 0507,0508 Day shift	
145	26 51 13 00-0043		EA	Retrofit An Existing 4' Strip Style Fluorescent Fixture With Reflector To Operate Two 4' (T8) Lamps	\$183.30
		Excludes Material		Installation	
				Quantity 4.00 x Unit Price \$48.15 x Factor 0.9517 =	Total \$183.30
				Labor only NPP 0507, 0508	
146	26 51 13 00-0075		EA	4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$1,671.38
		Excludes Material		Installation	
				Quantity 60.00 x Unit Price \$29.27 x Factor 0.9517 =	Total \$1,671.38
				Labor only NPP 0603, 0604	



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - RP1						
147	26 51 13 00-0075		EA	4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$152.37	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	6.00 x \$29.27 x 0.8676 =	\$152.37	
			Labor only 0603,0604 Day Shift			
148	26 51 13 00-0393		EA	98 System Watts, 6,340 Lumens, Pendant Mount, Wet Location, NEMA 4X, High Bay/Low Bay, LED Fixture (Cooper Champ® Pro PVM9L)	\$11,791.00	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	84.00 x \$101.12 x 0.8676 =	\$7,369.46	
			Demolition	84.00 x \$60.67 x 0.8676 =	\$4,421.53	
			Labor only NPP 1102, 1103, 1104, 1105, 1106			
149	26 51 13 00-0658		EA	7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$14,944.74	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	67.00 x \$130.86 x 0.9517 =	\$8,344.14	
			Demolition	106.00 x \$65.43 x 0.9517 =	\$6,600.59	
			Labor only NPP 0109, 1402, 1403			
150	26 51 13 00-0658		EA	7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$18,754.94	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	129.00 x \$130.86 x 0.8676 =	\$14,645.90	
			Demolition	90.00 x \$65.43 x 0.8676 =	\$5,109.04	
			Labor only 0109,1402,1403 Day shift			
151	26 56 23 00-0006		EA	70 Watt High Pressure Sodium, Non Cutoff, Polycarbonate Lens, Mini Wall Pack	\$2,822.52	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	25.00 x \$97.60 x 0.8676 =	\$2,116.94	
			Demolition	25.00 x \$32.53 x 0.8676 =	\$705.58	
			Labor only line NPP 0115, 0131			
152	26 56 23 00-0021		EA	70 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$19,714.70	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	131.00 x \$130.13 x 0.8676 =	\$14,790.00	
			Demolition	131.00 x \$43.33 x 0.8676 =	\$4,924.70	
			Labor only line NPP 0129, 0132, 0133, 0134			
153	26 56 23 00-0052		EA	250 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Large Wall Pack	\$10,838.48	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	48.00 x \$195.19 x 0.8676 =	\$8,128.65	
			Demolition	48.00 x \$65.07 x 0.8676 =	\$2,709.83	
			Labor only NPP 0135			
154	26 56 23 00-0092		EA	40 LEDs, 47 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$894.76	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	5.00 x \$137.51 x 0.8676 =	\$596.52	
			Demolition	5.00 x \$68.75 x 0.8676 =	\$298.24	
			Labor only NPP 0106, 0120			
155	26 56 23 00-0095		EA	100 LEDs, 111 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$21,921.82	
	Excludes Material			Quantity Unit Price Factor Total		
			Installation	105.00 x \$160.43 x 0.8676 =	\$14,814.85	
			Demolition	105.00 x \$80.21 x 0.8676 =	\$7,306.97	
			Labor only NPP 0105, 0107, 0121			



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP1					
156	26 56 23 00-0122		EA	60 LEDs, 66 System Watts, Surface Mount, Rectangular, LED Parking Structure Fixture (CREE® BetaLED® Edge® PKG-EDG) (DLC Certified)	\$377.79
		Excludes Material			
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$145.14 x 0.8676 =	\$251.85
			Demolition	2.00 x \$72.58 x 0.8676 =	\$125.94
			Labor only NPP 0128		
157	26 56 36 00-0028		EA	175 Watt Metal Halide PF-154 Series GE Flood Light	\$910.53
		Excludes Material			
				Quantity Unit Price Factor Total	
			Installation	4.00 x \$174.91 x 0.8676 =	\$607.01
			Demolition	4.00 x \$87.46 x 0.8676 =	\$303.52
			Labor only NPP 0111		
158	26 56 36 00-0071		EA	50 Watt Metal Halide TFM Series Lithonia Flood Light	\$404.68
		Excludes Material			
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$155.48 x 0.8676 =	\$269.79
			Demolition	2.00 x \$77.74 x 0.8676 =	\$134.89
			Labor only NPP 1404		
159	26 56 36 00-0079		EA	250 Watt High Pressure Sodium TFL Series Lithonia Flood Light	\$2,276.32
		Excludes Material			
				Quantity Unit Price Factor Total	
			Installation	10.00 x \$174.91 x 0.8676 =	\$1,517.52
			Demolition	10.00 x \$87.46 x 0.8676 =	\$758.80
			Labor only NPP 0124, 0127		
160	26 56 36 00-0258		EA	240 LEDs, 264 System Watts, Adjustable Arm Mount, Rectangular, LED Flood Light (CREE® BetaLED® Edge® FLD-EDG) (DLC Certified)	\$5,368.54
		Excludes Material			
				Quantity Unit Price Factor Total	
			Installation	20.00 x \$206.26 x 0.8676 =	\$3,578.02
			Demolition	20.00 x \$103.13 x 0.8676 =	\$1,789.51
			Labor only NPP 0126		
Subtotal for Category - RP1:					\$567,075.01
Category - RP4					
161	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$5,745.00
				Quantity Unit Price Factor Total	
			Installation	5,745.00 x \$1.00 x 1.0000 =	\$5,745.00
			Bonds, including insurance		
162	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97
				Quantity Unit Price Factor Total	
			Installation	4.00 x \$138.00 x 0.8676 =	\$471.97
			2 Cont x 2 months		



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - RP4						
163	01 MO D0 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98	
				Installation		
			Quantity	Unit Price	Factor	Total
			4.00	\$85.00	0.8676 =	\$294.98
164	01 66 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12	
				Installation		
			Quantity	Unit Price	Factor	Total
			876.00	\$6.95	0.8676 =	\$5,282.12
				Handling 125' per pallet		
165	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38	
				Installation		
			Quantity	Unit Price	Factor	Total
			585.00	\$1.11	0.8676 =	\$563.38
166	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96	
				Installation		
			Quantity	Unit Price	Factor	Total
			195.00	\$0.78	0.8676 =	\$131.96
				Hauling first 15 miles		
167	16 00 00 00-0101		EA	RAB FXLED105T LED Fixture	\$3,995.55	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			8.00	\$440.00	1.1351 =	\$3,995.55
				Material only, labor under CTC 26563600-0097		
168	16 00 00 00-0106		ea	RAB ALED2T50	\$6,926.75	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			13.00	\$469.41	1.1351 =	\$6,926.75
				Material only, labor under CTC 26562300-0092		
169	16 00 00 00-0107		ea	RAB ALED2T78	\$14,919.16	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			28.00	\$469.41	1.1351 =	\$14,919.16
				Material only, labor under CTC 26562300-0095		
170	16 00 00 00-0109		ea	RAB BAYLED78NW	\$18,829.24	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			47.00	\$352.94	1.1351 =	\$18,829.24
				Material only, labor under CTC 26511300-0658		
171	16 00 00 00-0119		EA	RAB ALED2T78SF/D10/PC	\$16,910.18	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			27.00	\$551.76	1.1351 =	\$16,910.17
				Material only, labor under CTC 26562300-0095		
172	16 00 00 00-0125		EA	RAB FFLED52T	\$419.99	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			1.00	\$370.00	1.1351 =	\$419.99
				Material only, labor under CTC 26563600-0028		
173	16 00 00 00-0133		EA	RAB WPLED18/PC	\$2,091.30	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			9.00	\$204.71	1.1351 =	\$2,091.30
				Material only, labor under CTC 26562300-0021		
174	16 00 00 00-0134		EA	RAB WPLED26/PC	\$4,398.76	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			18.00	\$215.29	1.1351 =	\$4,398.76
				Material only, labor under CTC 26562300-0021		



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP4					
175	16 00 00 00-0254		ea	Lith 2TLX4-60L-FWA12-LP840	\$1,549 09
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				4 00 x	\$341 18 x
					1 1351 =
					Total
					\$1,549 09
				Material only, labor under CTC 26511300-0029	
176	16 00 00 00-0255		ea	LITH TLX4 30L FW A12 SLD LP840	\$1,543 74
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				4 00 x	\$340 00 x
					1 1351 =
					Total
					\$1,543 74
				Material only, labor under CTC 26511300-0029	
177	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$3,785 91
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				27 00 x	\$123 33 x
					1 1351 =
					Total
					\$3,785 91
				Material only, labor under CTC 26511300-0029	
178	16 00 00 00-0604		ea	EVOKIT 2X4 P 42L 42W 840 + 502435 kit	\$8,844 70
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				40 00 x	\$194 80 x
					1 1351 =
					Total
					\$8,844 70
				Material only, labor under CTC 26511300-0075	
179	16 00 00 00-0707		ea	P2 VTL-1X4-XL-F-UL-40K	\$4,898 37
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				28 00 x	\$154 12 x
					1 1351 =
					Total
					\$4,898 37
				Material only, labor under CTC 26511300-0029	
180	16 00 00 00-0950		ea	GARDCO 161 CWL 4 70LA8435 NW UNV BRP WS	\$13,474 32
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				10 00 x	\$1,187 08 x
					1 1351 =
					Total
					\$13,474 32
				Material only, labor under CTC 26562300-0050	
181	16 00 00 00-1030		ea	Sensorswitch SB010 ODP D P BZ 3V	\$6,650 55
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				63 00 x	\$93 00 x
					1 1351 =
					Total
					\$6,650 55
				Material only, labor under CTC 26592300-0004	
182	16 00 00 00-1105		ea	Holophne PLED2 08L 4K AS UN NA G L5-P3US-GR	\$41,588 93
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				69 00 x	\$531 00 x
					1 1351 =
					Total
					\$41,588 93
				Material only, labor under CTC 26511300-0393	
183	16 00 00 00-1405		EACH	RAB WPLED2T76	\$14,582 77
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				26 00 x	\$494 12 x
					1 1351 =
					Total
					\$14,582 77
				Material only, labor under CTC 26562300-0053	
184	16000-1601		ea	CREE CR-LE-40LHE-40K-S-HD	\$12,552 84
		NPP Task			
				Quantity	Unit Price
				Installation	Factor
				40 00 x	\$276 47 x
					1 1351 =
					Total
					\$12,552 84
				Material only, labor under CTC 26511300-0029	
185	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79
				Quantity	Unit Price
				Installation	Factor
				69.00 x	\$16.30 x
					0.8676 =
					Total
					\$975.79
186	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60
				Quantity	Unit Price
				Installation	Factor
				4.00 x	\$2.19 x
					0.8676 =
					Total
					\$7.60



Record	Section - Item	Modifier	UOM	Description	Line Total		
Category - RP4							
187	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$47.97		
				Quantity	Unit Price	Factor	Total
			Installation	112.00 x	\$0.45 x	0.9517 =	\$47.97
188	26 01 50 51-0153		EA	Recycle U-Shaped Or Circular Fluorescent Lamps	\$17.17		
				Quantity	Unit Price	Factor	Total
			Installation	44.00 x	\$0.41 x	0.9517 =	\$17.17
189	26 01 50 51-0154		EA	Recycle HID Lamps	\$344.98		
				Quantity	Unit Price	Factor	Total
			Installation	282.00 x	\$1.41 x	0.8676 =	\$344.98
190	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$966.51		
				Quantity	Unit Price	Factor	Total
			Installation	273.00 x	\$3.72 x	0.9517 =	\$966.51
191	26 05 33 13-0127		EA	1/2" x 2" Long RGS, Nipple	\$472.25		
				Quantity	Unit Price	Factor	Total
			Installation	63.00 x	\$8.84 x	0.8676 =	\$472.25
				For ext sensors NPP 1030			
192	26 MO D0 00-0022	0022	EA	For Installation Above 14', Add	\$63.40		
				Quantity	Unit Price	Factor	Total
			Installation	63.00 x	\$1.16 x	0.8676 =	\$63.40
				>14'			
193	26 05 33 16-0199		EA	1/2", Type FD, Deep, Single Gang Cast Aluminum BoxOne hub.	\$3,201.91		
				Quantity	Unit Price	Factor	Total
			Installation	63.00 x	\$58.58 x	0.8676 =	\$3,201.91
				For ext sensors NPP 1030			
194	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$1,599.86		
		Excludes Material		Quantity	Unit Price	Factor	Total
			Installation	63.00 x	\$29.27 x	0.8676 =	\$1,599.86
				Labor only for installation of exterior sensors NPP 1030			
195	26 MO D0 00-0197	0197	EA	For >40, Deduct	-\$252.52		
				Quantity	Unit Price	Factor	Total
			Installation	63.00 x	-\$4.82 x	0.8676 =	-\$252.52
196	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$1,835.20		
				Quantity	Unit Price	Factor	Total
			Installation	27.00 x	\$71.42 x	0.9517 =	\$1,835.20
				For supplying and installing interior wall occupancy switches			
197	26 09 23 00-0008		EA	Ceiling Mount Sensor Coer >500 SF, T-Bar Or Exposed CeilingNote: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$6,299.83		
				Quantity	Unit Price	Factor	Total
			Installation	35.00 x	\$189.13 x	0.9517 =	\$6,299.83
198	26 09 23 00-0007		EA	Install Additional Switching RelayNote: Includes 8' of plenum rated control wire, mounting, j-box	\$553.51		
				Quantity	Unit Price	Factor	Total
			Installation	10.00 x	\$58.16 x	0.9517 =	\$553.51



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP4					
199	26 09 23 00-0008		EA	On Board Occupancy Sensor For Light Fixture Note: Factory installed	\$3,664.72
				Installation	
				Quantity 47.00 x Unit Price \$81.93 x Factor 0.9517 = Total \$3,664.72	
200	26 27 26 00-0137		EA	Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Killark® 3FSBC)	\$1,059.83
				Installation	
				Quantity 63.00 x Unit Price \$19.39 x Factor 0.8676 = Total \$1,059.83	
				For ext sensors NPP 1030	
201	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$1,992.70
				Installation	
				Quantity 29.00 x Unit Price \$79.20 x Factor 0.8676 = Total \$1,992.70	
				Labor only NNP 0254,255,0350,0707,1302,1400, Day Shift	
202	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$5,577.72
				Installation	
				Quantity 74.00 x Unit Price \$79.20 x Factor 0.9517 = Total \$5,577.72	
				Labor only NPP 0254, 0255, 0350, 0707, 1601	
203	26 51 13 00-0075		EA	4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$584.08
		Excludes Material		Installation	
				Quantity 23.00 x Unit Price \$29.27 x Factor 0.8676 = Total \$584.08	
				Labor only NPP 0603,0604 Day Shift	
204	26 51 13 00-0075		EA	4,300 Lumens, 2' x 4', LED Architectural Lighting Retrofit For Existing Recessed Lay-In/Troffer Fixtures (PlanLED FR3E-045) (DLC Certified)	\$473.56
		Excludes Material		Installation	
				Quantity 17.00 x Unit Price \$29.27 x Factor 0.9517 = Total \$473.56	
				Labor only NPP 0604	
205	26 51 13 00-0393		EA	98 System Watts, 6,340 Lumens, Pendant Mount, Wet Location, NEMA 4X, High Bay/Low Bay, LED Fixture (Cooper Champ® Pro PVM9L)	\$9,685.46
		Excludes Material		Installation	
				Quantity 69.00 x Unit Price \$101.12 x Factor 0.8676 = Total \$6,053.49	
				Demolition	
				Quantity 69.00 x Unit Price \$60.87 x Factor 0.8676 = Total \$3,631.97	
				Labor only NPP 1105	
206	26 51 13 00-0658		EA	7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$6,911.94
		Excludes Material		Installation	
				Quantity 37.00 x Unit Price \$130.86 x Factor 0.9517 = Total \$4,607.96	
				Demolition	
				Quantity 37.00 x Unit Price \$65.43 x Factor 0.9517 = Total \$2,303.98	
				Labor only NPP 0109	
207	26 51 13 00-0658		EA	7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$1,703.01
		Excludes Material		Installation	
				Quantity 10.00 x Unit Price \$130.86 x Factor 0.8676 = Total \$1,135.34	
				Demolition	
				Quantity 10.00 x Unit Price \$65.43 x Factor 0.8676 = Total \$567.67	
				Labor only NNP 0109 Day Shift	
208	26 56 23 00-0021		EA	70 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$4,063.34
		Excludes Material		Installation	
				Quantity 27.00 x Unit Price \$130.13 x Factor 0.8676 = Total \$3,048.32	
				Demolition	
				Quantity 27.00 x Unit Price \$43.33 x Factor 0.8676 = Total \$1,015.01	
				Labor only NPP 0133, 0134	



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP4					
209	26 56 23 00-0053		EA	400 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Large Wall Pack	\$8,128.86
	Excludes Material				
				Quantity Unit Price Factor Total	
				Installation 36.00 x \$195.19 x 0.8676 = \$6,096.49	
				Demolition 36.00 x \$65.07 x 0.8676 = \$2,032.37	
				Labor only NPP 0950, 1405	
210	26 56 23 00-0092		EA	40 LEDs, 47 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$2,326.37
	Excludes Material				
				Quantity Unit Price Factor Total	
				Installation 13.00 x \$137.51 x 0.8676 = \$1,550.95	
				Demolition 13.00 x \$68.75 x 0.8676 = \$775.42	
				Labor only NPP 0106	
211	26 56 23 00-0095		EA	100 LEDs, 111 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$11,482.86
	Excludes Material				
				Quantity Unit Price Factor Total	
				Installation 55.00 x \$160.43 x 0.8676 = \$7,655.40	
				Demolition 55.00 x \$80.21 x 0.8676 = \$3,827.46	
				Labor only NPP 0107, 0119	
212	26 56 23 00-0102		EA	40 LEDs, 47 System Watts, Arm Mount, Round, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDR)	\$26,246.22
				Quantity Unit Price Factor Total	
				Installation 26.00 x \$1,094.77 x 0.8676 = \$24,695.38	
				Demolition 26.00 x \$68.75 x 0.8676 = \$1,550.84	
213	26 56 36 00-0028		EA	175 Watt Metal Halide PF-154 Series GE Flood Light	\$227.63
	Excludes Material				
				Quantity Unit Price Factor Total	
				Installation 1.00 x \$174.91 x 0.8676 = \$151.75	
				Demolition 1.00 x \$87.46 x 0.8676 = \$75.88	
				Labor only NPP 0125	
214	26 56 36 00-0097		EA	400 Watt Metal Halide TFA Series Lithonia Flood Light	\$2,023.45
	Excludes Material				
				Quantity Unit Price Factor Total	
				Installation 8.00 x \$194.35 x 0.8676 = \$1,348.94	
				Demolition 8.00 x \$97.18 x 0.8676 = \$674.51	
				Labor only NPP 0101	
Subtotal for Category - RP4:					\$292,736.77
Category - RP5					
215	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$2,622.00
				Quantity Unit Price Factor Total	
				Installation 2,622.00 x \$1.00 x 1.0000 = \$2,622.00	
				Bonds, including insurance	



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP5					
216	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97
				Installation	
				Quantity 4.00 x Unit Price \$136.00 x Factor 0.8676 = Total \$471.97	
				2 cont x 2 months	
217	01 MO D0 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98
				Installation	
				Quantity 4.00 x Unit Price \$85.00 x Factor 0.8676 = Total \$294.98	
218	01 66 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12
				Installation	
				Quantity 676.00 x Unit Price \$6.95 x Factor 0.8676 = Total \$5,282.12	
				Haul per 125'/pallet	
219	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38
				Installation	
				Quantity 585.00 x Unit Price \$1.11 x Factor 0.8676 = Total \$563.38	
220	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.98
				Installation	
				Quantity 195.00 x Unit Price \$0.78 x Factor 0.8676 = Total \$131.98	
				Dispos first 15 miles	
221	16 00 00 00-0109		ea	RAB BAYLED78NW	\$7,211.20
		NPP Task		Installation	
				Quantity 18.00 x Unit Price \$352.94 x Factor 1.1351 = Total \$7,211.20	
				Material only, labor under CTC 26511300-0658	
222	16 00 00 00-0120		EA	RAB ELED4T50/PC	\$21,008.75
		NPP Task		Installation	
				Quantity 38.00 x Unit Price \$487.06 x Factor 1.1351 = Total \$21,008.75	
				THE FIXTURE IS RAB ALED4T50/PC Material only, labor under CTC 26562300-0092	
223	16 00 00 00-0121		EA	RAB ALED4T78	\$13,320.68
		NPP Task		Installation	
				Quantity 25.00 x Unit Price \$489.41 x Factor 1.1351 = Total \$13,320.68	
				Material only, labor under CTC 26562300-0095	
224	16 00 00 00-0133		EA	RAB WPLED18/PC	\$464.73
		NPP Task		Installation	
				Quantity 2.00 x Unit Price \$204.71 x Factor 1.1351 = Total \$464.73	
				Material only, labor under CTC 26562300-0021	
225	16 00 00 00-0135		ea	RAB WPLED52/PC	\$1,410.20
		NPP Task		Installation	
				Quantity 4.00 x Unit Price \$310.59 x Factor 1.1351 = Total \$1,410.20	
				Material only, labor under CTC 26562300-0052	
226	16 00 00 00-0707		ea	P2 VTL-1X4-XL-F-UL-40K	\$5,948.01
		NPP Task		Installation	
				Quantity 34.00 x Unit Price \$154.12 x Factor 1.1351 = Total \$5,948.01	
				Material only, labor under CTC 26511300-0029	
227	16 00 00 00-1030		ea	Sensorswitch SB010 ODP D P BZ 3V	\$3,061.36
		NPP Task		Installation	
				Quantity 29.00 x Unit Price \$93.00 x Factor 1.1351 = Total \$3,061.36	
				Material only, labor under CTC 26592300-0004	



Record	Section - Item	Modifier	UOM	Description	Line Total		
Category - RP5							
228	16 00 00 00-1105		ea	Holophne PLED2 06L 4K AS UN NA G L5-P3US-GR	\$38,575.24		
		NPP Task					
				Quantity	Unit Price	Factor	Total
				Installation 64.00 x	\$531.00 x	1.1351 =	\$38,575.24
				Material only, labor under CTC 26511300-0393			
229	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79		
				Quantity	Unit Price	Factor	Total
				Installation 69.00 x	\$16.30 x	0.8676 =	\$975.79
230	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60		
				Quantity	Unit Price	Factor	Total
				Installation 4.00 x	\$2.19 x	0.8676 =	\$7.60
231	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$55.67		
				Quantity	Unit Price	Factor	Total
				Installation 130.00 x	\$0.45 x	0.9517 =	\$55.67
232	26 01 50 51-0154		EA	Recycle HID Lamps	\$184.72		
				Quantity	Unit Price	Factor	Total
				Installation 151.00 x	\$1.41 x	0.8676 =	\$184.72
233	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$230.12		
				Quantity	Unit Price	Factor	Total
				Installation 65.00 x	\$3.72 x	0.9517 =	\$230.12
234	26 05 33 13-0127		EA	1/2" x 2" Long RGS, Nipple	\$217.39		
				Quantity	Unit Price	Factor	Total
				Installation 29.00 x	\$8.84 x	0.8676 =	\$217.39
				For ext sensors NPP 1030			
235	26 MO D0 00-0022	0022	EA	For Installation Above 14', Add	\$29.19		
				Quantity	Unit Price	Factor	Total
				Installation 29.00 x	\$1.16 x	0.8676 =	\$29.19
236	26 05 33 16-0199		EA	1/2", Type FD, Deep, Single Gang Cast Aluminum BoxOne hub.	\$1,473.90		
				Quantity	Unit Price	Factor	Total
				Installation 29.00 x	\$58.58 x	0.8676 =	\$1,473.90
				For ext sensors NPP 1030			
237	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$271.88		
				Quantity	Unit Price	Factor	Total
				Installation 4.00 x	\$71.42 x	0.9517 =	\$271.88
				For supplying and installing interior wall occupancy switches			
238	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$736.44		
		Excludes Material		Quantity	Unit Price	Factor	Total
				Installation 29.00 x	\$29.27 x	0.8676 =	\$736.44
				Labor only for installation of exterior sensors NPP 1030			
239	26 09 23 00-0008		EA	On Board Occupancy Sensor For Light FixtureNote: Factory installed	\$467.84		
				Quantity	Unit Price	Factor	Total
				Installation 8.00 x	\$81.93 x	0.9517 =	\$467.84



Record	Section - Item	Modifier	UOM	Description	Line Total
Category - RP5					
240	26 27 26 00-0137		EA	Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Kiliark® 3FSBC)	\$487.86
				Quantity Unit Price Factor Total	
			Installation	29.00 x \$19.39 x 0.8676 =	\$487.86
				For ext sensors NPP 1030	
241	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$2,562.74
				Quantity Unit Price Factor Total	
			Installation	34.00 x \$79.20 x 0.9517 =	\$2,562.74
				Labor only NPP 0707	
242	26 51 13 00-0393		EA	98 System Watts, 6,340 Lumens, Pendant Mount, Wet Location, NEMA 4X, High Bay/Low Bay, LED Fixture (Cooper Champ® Pro PVM9L)	\$8,983.62
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	64.00 x \$101.12 x 0.8676 =	\$5,614.83
			Demolition	64.00 x \$60.67 x 0.8676 =	\$3,368.79
				Labor only NPP 1105	
243	26 51 13 00-0658		EA	7,000 Lumens, LED High Bay Fixture (PlanLED LUNA LN70)	\$3,362.57
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	18.00 x \$130.86 x 0.9517 =	\$2,241.71
			Demolition	18.00 x \$65.43 x 0.9517 =	\$1,120.86
				Labor only NPP 0109	
244	26 56 23 00-0021		EA	70 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$300.99
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	2.00 x \$130.13 x 0.8676 =	\$225.80
			Demolition	2.00 x \$43.33 x 0.8676 =	\$75.19
				Labor only NPP 0133	
245	26 56 23 00-0052		EA	250 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Large Wall Pack	\$903.21
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	4.00 x \$195.19 x 0.8676 =	\$677.39
			Demolition	4.00 x \$65.07 x 0.8676 =	\$225.82
				Labor only NPP 0135	
246	26 56 23 00-0092		EA	40 LEDs, 47 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$6,800.14
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	38.00 x \$137.51 x 0.8676 =	\$4,533.54
			Demolition	38.00 x \$68.75 x 0.8676 =	\$2,266.61
				Labor only NPP 0120	
247	26 56 23 00-0095		EA	100 LEDs, 111 System Watts, Arm Mount, Rectangular, LED Area Fixture (CREE® BetaLED® Edge® ARE-EDG) (DLC Certified)	\$5,219.48
		Excludes Material		Quantity Unit Price Factor Total	
			Installation	25.00 x \$160.43 x 0.8676 =	\$3,479.73
			Demolition	25.00 x \$80.21 x 0.8676 =	\$1,739.75
				Labor only NPP 0121	
Subtotal for Category - RP5:					\$133,637.73
Proposal Total					\$1,400,319.97

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **61.8491%**



Subcontractor Listing

Date Printed: 1/5/2016
Work Order Number: A52WWLT1
Work Order Title: Inland Empire Utilities Agency (IEUA) - Lighting
Amount: \$1,400,319.97

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00

Name: Jeff Johnson
Title:
Firm or Corporate Name: Facility Solutions Group
Address: 801 Richfield Road, , Placentia CA 92870
Telephone Number:
Signature: _____ **Date:** _____


**ACTION
ITEM
1D**





Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: Project Management, Engineering, and Construction Staff Augmentation
Support Services Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award three-year contracts to Carollo Engineers, Inc., GK & Associates, MWH, and Wallace & Associates Consulting, Inc. for on-call "as needed" project management, engineering, and construction staff augmentation support services for a not-to-exceed total amount of \$1,500,000 for each contract; and
2. Authorize the General Manager to execute the contracts.

BACKGROUND

The Engineering and Construction Management Department manages the design and construction of capital improvement projects, rehabilitation projects, and emergency construction activities for the Agency. The current Ten-Year Capital Improvement Plan (TYCIP) has identified projects for the FY 2015/16 through FY 2025/26 that are needed for rehabilitation, replacement, or expansion of the facilities owned and operated by the Agency. The current TYCIP budget is in excess of \$600,000,000 in design and construction costs. To meet the demands of the TYCIP the Agency solicited project management, engineering and construction staff augmentation support services for support in all phases of a projects life cycle. Utilizing consulting firms allows the Agency to

supplement staff on an as needed basis. For example, the Agency is currently utilizing GK & Associates for staffing augmentation to inspect and manage several capital improvement projects. Based on changing needs and specialized requirements of future projects, staff anticipates the need for a larger pool of resources in order to augment with the “right” staff for the project needs.

Staff issued a solicitation and received 12 proposals through The Network online solicitation system. Each proposal was evaluated by representatives from Contracts and Facilities Services, Engineering, and Maintenance. Each firm was rated by the panel members in accordance with the rating categories established in the RFP.

Based on the evaluation of fee schedule rates, qualifications, and experience, the panel determined that Carollo Engineers, Inc., GK & Associates, MWH, and Wallace & Associates Consulting, Inc. are the best value for the Agency. These contracts will assist staff in maintaining project schedules and keeping costs within project budgets. The four selected firms provide a diverse set of skills for the Agency to draw from in order to meet the specific needs of the projects.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

There is no direct impact on the Agency’s Fiscal Year Budget as a result of this action. These contracts are for work, which will be required on various projects at various times throughout the next three years. The funding for this work is included in each individual project and department O&M budget under various program funds. No separate funding source is required for these contracts.

PJG:CB:SS:dm

Project Management, Engineering, and Construction Staff Augmentation Support Services Contract Award February 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Shaun J. Stone, P.E.
Manager of Engineering

David Mendez
Deputy Manager of Construction Management

Scope of Work

- **Consultant solicitation to meet demands of the Ten Year Capital Improvement Plan (TYCIP)**
 - **Provide the following services:**
 - **Project Management, Engineering and Construction Staff Augmentation Support**
 - **Services to be performed with the level of care in accordance with industry standards**
 - **Multiple master contract awards:**
 - **Initial three year term**
 - **Not to exceed amounts of \$1,500,000**
 - **Optional four consecutive one year extensions**

Benefits

- Provides additional staff as needed basis for:
 - Capital Improvement Projects
 - Maintenance and Asset Management Projects
- Offers an additional level of expertise in:
 - Engineering, constructability, and schedule reviews during project lifecycle
- No direct impact on the Agency's Fiscal Year Budgets
 - The funding for this work is included in each individual project budget

RFP Summary

- Twelve (12) Proposals received on December 15, 2015
- RFP evaluation criteria used by a 6 member panel of Agency staff:
 - Fee Schedule
 - Qualifications of presented staff
 - Experience
 - Ability to provide future qualified staff
- Four (4) consultants are being recommended for contract award

Company Names

Carollo Engineers, Inc.

GK & Associates

MWH

Wallace & Associates Consulting, Inc.

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve an three-year master contracts to Carollo Engineers, Inc., GK & Associates, MWH, and Wallace & Associates Consulting, Inc. for on-call “as needed” Project Management, Engineering, and Consultant Staff Augmentation Support Services for a not-to-exceed total amount of \$1,500,000 for each contract, and authorize the general manager to execute the contracts.

The master contract amendment is part of the Agency's Wastewater Management Capacity Business Goal objective that IEUA will ensure capital projects are designed and implemented in a timely and economically responsible manner.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**MASTER SERVICES CONTRACT NUMBER 4600002051
FOR
CONSTRUCTION PROJECT MANAGEMENT SERVICES**

This CONTRACT (the Contract), is made and entered into this ____ day of _____, 2016, 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 Wallace & Associates Consulting, Inc., with offices in Corona, California and Park City, Utah (hereinafter referred to as Consultant), for provision of project management, engineering and construction staff augmentation support services.

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

- A. **PROJECT MANAGER ASSIGNMENT**: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

Project Manager: David Mendez
Deputy Manager of Engineering
Location: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1622
E-mail: dmendez@ieua.org

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

Consultant: Carl Wallace, PE
Project Manager
Address: 1655 E. 6th Street, Suite A-4a
Corona, CA 92879
Telephone: (951) 966-7774
E-mail: carl@wallace-cm.com

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

1. Amendment(s) to Task Order(s) to Contract Number 4600002051
2. Task Order(s) to Contract Number 4600002051
3. Amendment(s) to Contract Number 4600002051
4. Contract Number 4600002051 General Terms and Conditions.
5. Request for Proposals No. RFP-RW-15-086 and all germane Addenda and correspondence.

D. **SCOPE OF WORK AND SERVICES:** Scope of Work and Services is referenced herein, attached hereto, and made a part hereof as **Exhibit A**.

SB854 Requirements: For any Public Works contracting performed having a value of \$1,000.00 or more, the following applies:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations www.dir.ca.gov/dlse/dlsepublicworks.htm pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A PWC-100 shall be generated for each contractor or subcontractor on each project.

E. **TERM:** The term of this Contract shall extend from the date of its full execution through February 18, 2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.

F. **PAYMENT, COMPENSATION, and INVOICING:** The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Deputy Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. Consultant shall utilize Consulting Services Invoice Template **Exhibit B**,

attached hereto and made a part hereof, for the submittal of each invoice. Template in Excel format will be furnished.

As compensation for work performed under this Contract, Agency shall pay Consultant, on percent complete basis, up to the **NOT-TO-EXCEED maximum of \$1,500,000.00**. Compensation shall be made in accordance with Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Exhibit C**.

A separate invoice must be submitted every month for each project, and must reference the **Contract Number 4600002051, Purchase Order Number, Project Number, and Project Name**. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

- G. **CONTROL OF WORK**: Consultant shall perform the Work in compliance with the Work Schedule established for each project. 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 Deputy Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Deputy Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

H. FITNESS FOR DUTY:

1. Fitness: Consultant on the Jobsite:

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

2. Compliance: Consultant shall advise all Consultant personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements"). Any employee determined to be in violation of these requirements shall be removed from the project. Consultant shall impose these requirements on its personnel and associated third parties. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

I. REQUIRED INSURANCE: During the period of time from issuance of a contract to final acceptance of the work the Consultant shall maintain at the Consultant's sole expense, the following insurance.

1. Minimum Scope of Insurance

- a. **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 Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
- b. **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 01 87 covering Automobile Liability, including any auto.
- c. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

- d. Professional Liability insurance in the amount of \$3,000,000 per occurrence.
2. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. **General Liability and Automobile Liability:**
- (1) The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 20 11 07 66, CG 20 10 11 85, and/or CA 20 01 (Ed. 01 78) 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.
 - (2) 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.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - (4) The 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.
 - (5) 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.
- b. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the

Consultant for the Agency.

- c. **All Coverages:** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' or 10 days' in the event of nonpayment, prior written notice has been given to the Agency.
4. **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.
5. **Verification of Coverage:** The Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractor(s) prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
6. **Submittal of Certificates:** The Consultant shall submit all required insurance certificates and endorsements to the following:

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

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. **Professional Responsibility:** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professional performing the same or similar type of work.
2. **Status of Consultant:** The Consultant is retained as an independent Consultant only, for the sole purpose of rendering work as described herein, and is not an employee of the Agency.
3. **Observing Laws and Ordinances:** The Consultant or any subcontractors 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 work 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 or any subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

4. **Subcontract Work**: Any subcontracts for the performance of any work under this Contract shall be subject to the written approval of the Project Manager.
5. **Hours of Labor**: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
6. **Travel and Subsistence Pay**: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
7. **Liens**: The Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said Work to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.
8. **Indemnification**: The Consultant shall indemnify Agency, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole

responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

9. **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 work or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
10. **Equal Opportunity:** During the performance of this Contract, the Consultant and any subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
11. **Non-Conforming Work and Warranty:** Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.
12. **Disputes:**
 - a. All disputes arising out of or in relation to this Agreement 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 Agreement, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Agreement which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise

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

- b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the 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 Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1). The Demand for Arbitration shall include a list of five names of persons acceptable to the 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.
 - (2). 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.
 - (3). If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited

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

d. Joinder in Mediation/Arbitration: The Agency may join the 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.

13. Prevailing Wage Requirements: Applicable to the labor category of the Work performed against this Contract has been deemed a Prevailing Wage Project and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. Consultant shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations. The Consultant, and any subcontractor performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal, State, and local laws related to labor.

K. 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 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 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.

L. 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.

M. TITLE AND RISK OF LOSS:

1. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
2. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
3. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

N. PROPRIETARY RIGHTS:

1. **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:
 - a. 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.
 - b. 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.
 - c. 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.

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

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

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

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

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

Consultant: Ms. Cathy Wallace, SPHR
President
Wallace & Associates Consulting, Inc.
1655 E. 6th Street, Suite A-4a
Corona, CA 92879

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.

- Q. **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.

- R. **RIGHT TO AUDIT**: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency
- S. **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.
- T. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- U. **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 work up to the date of such termination.
- V. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- W. **NOTICE TO PROCEED**: No Services shall be performed or furnished under this contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY:

**WALLACE & ASSOCIATES
CONSULTING, INC.:**

P. Joseph Grindstaff
General Manager

(Date)

Cathy Wallace
President

(Date)

Exhibit A

Exhibit A

SCOPE OF WORK PROJECT MANAGEMENT, ENGINEERING AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES

The Agency seeks to identify and retain qualified Project Management, Engineering and Construction Staff Augmentation Support Services under an undetermined number of master agreements to supply the Agency with high-quality, cost-effective, professional staff. The master agreement holders will serve as the approved list for Agency professional technical staff requirements for the duration of the master agreement contract term. The Agency anticipates awarding the master agreements for an initial three-year term, with four additional consecutive one-year option terms for a potential maximum total of seven years. The four consecutive one-year option terms will then run 12-months each, and may only be exercised at the Agency's sole discretion.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant's or the respective sub-consultant's profession in accordance with industry standards. Such services shall be performed under the direct supervision of qualified and experienced personnel. The specific types of services to be provided may include, but are not limited to, the services described herein. Services may be on-call and/or project specific task order based.

The Consultant will be responsible for working with appropriate technical staff, consultants, and other Agency Departments in overseeing, coordinating, administrating, and managing public works Capital Improvement Projects. Staff augmentation positions will report to the Deputy Manager of Engineering and/or Construction and may be required to work at Agency headquarters. Consultant staff providing staff augmentation services will be provided a work space and land line desk phone (when assigned to Headquarters) for their use on Agency business, except that the consultant shall provide a cellular phone, software (Microsoft Office Professional, XER Toolkit, and Adobe) and computers at no additional cost to the AGENCY. The Consultant shall provide necessary services to assist technical staff on capital improvement, O&M and emergency projects in various phases of design and construction.

Duties may consist of:

1. Compiling, administering, and monitoring public works contracts and projects; administering project budgets;
2. Coordinating and administrating RFP's, addendums and documents for bidding; performing vendor solicitations;
3. Organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes;
4. Coordinating and scheduling required inspections, surveys and geotechnical tests;

Exhibit A

5. Monitoring and updating project schedules;
6. Obtaining necessary permits;
7. Tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;
8. Coordinating project website development;
9. Researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations;
10. Maintaining detailed project files and preparing project status reports;
11. Reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures.
12. The Consultant will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.
13. The Consultant shall adhere to Agency Policies, Procedures, and Standard Operating Procedures.

On an as-needed basis, the services to be provided by the Consultant may include, but are not limited to, the following services:

1. General Engineering support for water, wastewater, pipeline design and construction
2. Attend staff and stakeholder meetings.
3. Review and comment on planning and engineering program controls.
4. Recommend regulations and ordinances pertaining to engineering matters and provide advice regarding public works activities.
5. Coordinate with other agencies, the public and utility companies on engineering matters.
6. Assist in the preparation and revision of the Agency's project budgets.
7. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports.
8. Provide additional engineering support services, as requested. These support services may include but are not limited to: CAD drafting, design support, preparation of exhibits, research for technical specifications, office engineering, engineering, construction management and inspection support during construction.

Exhibit A

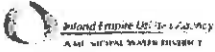
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

Staff Services may include but not limited to:

- Project Managers
- Senior Engineers
- Construction Managers
- Resident Engineers
- Associate Engineers
- Estimators
- Inspectors - Electrical, Building, Special
- Office Engineers
- Engineering Technicians
- Engineering Aides
- Project Coordinators
- Project Administrators

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Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: 10/16/2015
Address:	Contract No.: 46-XXXX	IEUA Project Manager: Jamal Zugndi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:	Proj. Name & No.: RFP-1 Improvements Project, EN15XXX		Invoice No./Consult Ref: XXXXXX

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-XXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.A	Constr Support Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendme				\$0.00		\$0.00		\$0.00		\$0.00
Total Cont. with Amendme				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	From: 9/1/2015 To: 9/30/2015		From: To:
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

Total Contract		Contract Start Date:	10/9/2014
Total Original Contract	\$0.00	Contract Duration:	365
Total Contract Amendments	\$0.00	Contract Completion Date:	10/9/2015
Total Payments to Date	\$0.00	Authorized Time Extension:	0
Back Charges	\$0.00	Revised Completion Date:	10/9/2015
Payment this period	\$0.00	PROJECT COMPLETION SUMMARY:	
Balance of Contract	\$0.00	Contract Time Expired:	102%
		Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit C

Wallace & Associates Consulting, Inc.
HOURLY FEE SCHEDULE
June 30, 2015 to June 30, 2017

Inland Empire Utilities Agency

Fully Burdened Billing Rates

Position	Rate / Range
Principal-in-Charge/Project Manager	\$ 185.00 to \$ 225.00
<i>Carl Wallace, PE</i>	\$ 185.00
Project/Construction Manager	\$ 165.00 to \$ 200.00
<i>Jeff Schippers</i>	\$ 175.00
<i>Joey Gutierrez, PE, PMP</i>	\$ 175.00
<i>Joe Aroyo, PE</i>	\$ 165.00
<i>Peter Ramey, PE</i>	\$ 165.00
<i>Ruben Trigueros, PE, QSD</i>	\$ 165.00
<i>Yuri Boiersky, PMP, EE - CM/Scheduler</i>	\$ 165.00
CM/Inspector	\$ 115.00 to \$ 145.00
<i>Doug Blois, PE, QSP, QSD</i>	\$ 120.00
<i>Ken Cope</i>	\$ 120.00
<i>John Reidinger, B- Licence</i>	\$ 120.00
<i>Barry Safa</i>	\$ 120.00
<i>Walt McCurry</i>	\$ 120.00
<i>Gordon Lewis, PE (ret)</i>	\$ 120.00
Project Engineer	\$ 115.00 to \$ 130.00
<i>Buddy Jones Project Control Design Support</i>	\$ 125.00
<i>Chelsea Porche Cost/Scheduler</i>	\$ 120.00
<i>Barry Safa, PE</i>	\$ 120.00
<i>Doug Blois, PE, QSD</i>	\$ 120.00
<i>Gordon Lewis, PE (ret)</i>	\$ 120.00
<i>Steve Rossales</i>	\$ 150.00
Senior Construction Inspector (Prev Wage)	\$ 110.00 to \$ 130.00
<i>Phil Fikes</i>	\$ 110.00
<i>George Hartmann, PE</i>	\$ 110.00
<i>Bob Peters</i>	\$ 110.00
<i>Cooly Smith</i>	\$ 110.00
<i>Donald Romelna</i>	\$ 110.00
<i>Raymond Gary</i>	\$ 110.00
<i>Ken Hauck</i>	\$ 110.00
<i>David Hatcher</i>	\$ 110.00
<i>Richard Scott</i>	\$ 110.00
<i>Dave Romero, QSP</i>	\$ 110.00
<i>Pete Ayala</i>	\$ 110.00
<i>Chuck Larson</i>	\$ 110.00
<i>Greg Moses</i>	\$ 110.00
<i>Bill Eckman</i>	\$ 110.00
<i>Tom Mitchell</i>	\$ 110.00
<i>Ken Burris</i>	\$ 110.00
<i>Eric Maher, QSP</i>	\$ 110.00
<i>Tom Hall</i>	\$ 110.00
<i>Bob Cartwright, ICC</i>	\$ 110.00
<i>Jack Milan, ICC</i>	\$ 110.00
Project Administrator/Labor Compliance	\$ 75.00 to \$ 125.00
<i>Kathy Keating</i>	\$ 125.00
<i>Heidi Nesper</i>	\$ 85.00
Administrative Asst/ant	\$ 65.00 to \$ 70.00
<i>Kim Brown</i>	\$ 70.00

NOTES:

Rates include miscellaneous related costs: professional liability insurance, overhead, vehicle, vehicle insurance, fuel, vehicle maintenance, laptop computer, heat gun, probe, smart level, cell phone and calling plan, digital camera and standard tools and equipment. All other direct expenses will be billed at cost plus 10%.

Overtime for full time inspection staff will be charged at 140% of the regular hourly rate. Double time for full time staff will be charged at 180% of regular hourly rate. Saturdays will be charged at 140%, Sundays and holidays will be charged at 180% of the regular hourly rate. Part time staff will be 150% of base rate for any Overtime and Saturday and 200% of base rate for any double time, holidays and Sundays.

Subconsultant rates will be marked up by 15%.

A shift that begins between 2:00pm and 4:00am, during any twenty-four hour period is subject to a twelve and one-half percent (12.5%) differential increase.



**MASTER SERVICES CONTRACT NUMBER 4600002054
FOR
CONSTRUCTION PROJECT MANAGEMENT SERVICES**

This CONTRACT (the Contract), is made and entered into this ____ day of _____, 2016, 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 EC & AM Associates, Inc., dba GK and Associates with offices in Diamond Bar, California (hereinafter referred to as Consultant), for provision of project management, engineering and construction staff augmentation support services.

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

- A. **PROJECT MANAGER ASSIGNMENT**: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

Project Manager: Mr. David Mendez
Deputy Manager of Engineering
Location: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1622
E-mail: dmendez@ieua.org

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

Consultants: Ghazala Khan, P.I.C. and Ryan A. Walker, P.E.
Project Managers
Address: 3333 Brea Canyon Rd., Suite 120
Diamond Bar, CA 91765
Telephone: (909) 595-1940
E-mail: gkhan@gkandassociates.com

- C. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:
1. Amendment(s) to Task Order(s) to Contract Number 4600002054
 2. Task Order(s) to Contract Number 4600002054
 3. Amendment(s) to Contract Number 4600002054
 4. Contract Number 4600002054 General Terms and Conditions.
 5. Request for Proposals No. RFP-RW-15-086 and all germane Addenda and correspondence.
- D. **SCOPE OF WORK AND SERVICES:** Scope of Work and Services is referenced herein, attached hereto, and made a part hereof as **Exhibit A**.

SB854 Requirements: For any Public Works contracting performed having a value of \$1,000.00 or more, the following applies:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations www.dir.ca.gov/dlse/dlsepublicworks.html pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A PWC-100 shall be generated for each contractor or subcontractor on each project.
- E. **TERM:** The term of this Contract shall extend from the date of its full execution through February 18, 2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.
- F. **PAYMENT, COMPENSATION, and INVOICING:** The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Deputy Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project

Manager. Consultant shall utilize Consulting Services Invoice Template **Exhibit B**, attached hereto and made a part hereof, for the submittal of each invoice. Template in Excel format will be furnished.

As compensation for work performed under this Contract, Agency shall pay Consultant, on percent complete basis, up to the **NOT-TO-EXCEED maximum of \$1,500,000.00**. Compensation shall be made in accordance with Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Exhibit C**.

A separate invoice must be submitted every month for each project, and must reference the **Contract Number 4600002054, Purchase Order Number, Project Number, and Project Name**. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org .

G. **CONTROL OF WORK:** Consultant shall perform the Work in compliance with the Work Schedule established for each project. 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 Deputy Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Deputy Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

H. **FITNESS FOR DUTY:**

1. **Fitness:** Consultant on the Jobsite:

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

2. **Compliance:** Consultant shall advise all Consultant personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements"). Any employee determined to be in violation of these requirements shall be removed from the project. Consultant shall impose these requirements on its personnel and associated third parties. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

I. **REQUIRED INSURANCE:** During the period of time from issuance of a contract to final acceptance of the work the Consultant shall maintain at the Consultant's sole expense, the following insurance.

1. Minimum Scope of Insurance

- a. 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 Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
- b. 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 01 87 covering Automobile Liability, including any auto.
- c. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- d. Professional Liability insurance in the amount of \$3,000,000 per occurrence.

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

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

a. General Liability and Automobile Liability:

- (1) The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 20 11 07 66, CG 20 10 11 85, and/or CA 20 01 (Ed. 01 78) 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.
- (2) 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.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - (4) The 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.
 - (5) 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.
- b. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.
 - c. **All Coverages:** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' or 10 days' in the event of nonpayment, prior written notice has been given to the Agency.
4. **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.
 5. **Verification of Coverage:** The Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractor(s) prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
 6. **Submittal of Certificates:** The Consultant shall submit all required insurance certificates and endorsements to the following:

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

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. **Professional Responsibility:** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professional performing the same or similar type of work.
2. **Status of Consultant:** The Consultant is retained as an independent Consultant only, for the sole purpose of rendering work as described herein, and is not an employee of the Agency.
3. **Observing Laws and Ordinances:** The Consultant or any subcontractors 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 work 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 or any subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

4. **Subcontract Work:** Any subcontracts for the performance of any work under this Contract shall be subject to the written approval of the Project Manager.
5. **Hours of Labor:** The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
6. **Travel and Subsistence Pay:** The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.

7. **Liens**: The Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said Work to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.

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

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

9. **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 work or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

10. **Equal Opportunity**: During the performance of this Contract, the Consultant and any subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.

11. **Non-Conforming Work and Warranty**: Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after

Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

12. Disputes:

- a. All disputes arising out of or in relation to this Agreement 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 Agreement, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Agreement which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
- b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the 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 Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1). The Demand for Arbitration shall include a list of five names of persons acceptable to the 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.

- (2). 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.
- (3). If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

d. Joinder in Mediation/Arbitration: The Agency may join the 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.

13. Prevailing Wage Requirements: Applicable to the labor category of the Work performed against this Contract has been deemed a Prevailing Wage Project and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. Consultant shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations. The Consultant, and any subcontractor performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal, State, and local laws related to labor.

K. 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 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 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.

- L. **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.

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

1. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
2. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
3. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

N. **PROPRIETARY RIGHTS:**

1. **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:
 - a. 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.

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

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

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

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

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

Consultant: Ms. Ghazala Khan
President
EC & AM Associates, Inc., dba GK and Associates
3333 Brea Canyon Rd., Suite 120
Diamond Bar, CA 91765

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.

- Q. **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.
- R. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency
- S. **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.
- T. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- U. **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 work up to the date of such termination.

- V. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- W. **NOTICE TO PROCEED**: No Services shall be performed or furnished under this contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY: **EC & AM ASSOCIATES, INC., DBA GK AND ASSOCIATES:**

_____	(Date)	_____	(Date)
P. Joseph Grindstaff General Manager		Ghazala Khan President	

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Exhibit A

Exhibit A

SCOPE OF WORK PROJECT MANAGEMENT, ENGINEERING AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES

The Agency seeks to identify and retain qualified Project Management, Engineering and Construction Staff Augmentation Support Services under an undetermined number of master agreements to supply the Agency with high-quality, cost-effective, professional staff. The master agreement holders will serve as the approved list for Agency professional technical staff requirements for the duration of the master agreement contract term. The Agency anticipates awarding the master agreements for an initial three-year term, with four additional consecutive one-year option terms for a potential maximum total of seven years. The four consecutive one-year option terms will then run 12-months each, and may only be exercised at the Agency's sole discretion.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant's or the respective sub-consultant's profession in accordance with industry standards. Such services shall be performed under the direct supervision of qualified and experienced personnel. The specific types of services to be provided may include, but are not limited to, the services described herein. Services may be on-call and/or project specific task order based.

The Consultant will be responsible for working with appropriate technical staff, consultants, and other Agency Departments in overseeing, coordinating, administering, and managing public works Capital Improvement Projects. Staff augmentation positions will report to the Deputy Manager of Engineering and/or Construction and may be required to work at Agency headquarters. Consultant staff providing staff augmentation services will be provided a work space and land line desk phone (when assigned to Headquarters) for their use on Agency business, except that the consultant shall provide a cellular phone, software (Microsoft Office Professional, XER Toolkit, and Adobe) and computers at no additional cost to the AGENCY. The Consultant shall provide necessary services to assist technical staff on capital improvement, O&M and emergency projects in various phases of design and construction.

Duties may consist of:

1. Compiling, administering, and monitoring public works contracts and projects; administering project budgets;
2. Coordinating and administering RFP's, addendums and documents for bidding; performing vendor solicitations;
3. Organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes;
4. Coordinating and scheduling required inspections, surveys and geotechnical tests;

Exhibit A

5. Monitoring and updating project schedules;
6. Obtaining necessary permits;
7. Tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;
8. Coordinating project website development;
9. Researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations;
10. Maintaining detailed project files and preparing project status reports;
11. Reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures.
12. The Consultant will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.
13. The Consultant shall adhere to Agency Policies, Procedures, and Standard Operating Procedures.

On an as-needed basis, the services to be provided by the Consultant may include, but are not limited to, the following services:

1. General Engineering support for water, wastewater, pipeline design and construction
2. Attend staff and stakeholder meetings.
3. Review and comment on planning and engineering program controls.
4. Recommend regulations and ordinances pertaining to engineering matters and provide advice regarding public works activities.
5. Coordinate with other agencies, the public and utility companies on engineering matters.
6. Assist in the preparation and revision of the Agency's project budgets.
7. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports.
8. Provide additional engineering support services, as requested. These support services may include but are not limited to: CAD drafting, design support, preparation of exhibits, research for technical specifications, office engineering, engineering, construction management and inspection support during construction.

Exhibit A

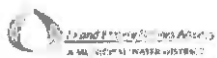
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

Staff Services may include but not limited to:

- Project Managers
- Senior Engineers
- Construction Managers
- Resident Engineers
- Associate Engineers
- Estimators
- Inspectors - Electrical, Building, Special
- Office Engineers
- Engineering Technicians
- Engineering Aides
- Project Coordinators
- Project Administrators

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Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: 10/16/2015
Address:	Contract No.: 46-XXXX	IEUA Project manager:	This Period: From: 9/1/2015
Phone No.:		Jamal Zughni	To: 9/30/2015
Proj. Name & No.: KP-1 Improvements Project, EN15xxx			Invoice No./Consult Ref: XXXXXX

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-xxxx	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.A	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendme				\$0.00		\$0.00		\$0.00		\$0.00
Total Contr. with Amendme				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From: 9/1/2015
	To: 9/30/2015
Amount Earned Original Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Amount Due This Period	\$0.00

PRIOR PAYMENT SUMMARY:

	From:
	To:
Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

	Total Contract
Total Original Contract	\$0.00
Total Contract Amendments	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Payment this period	\$0.00
Balance of Contract	\$0.00

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	10/9/2014
Contract Duration:	365
Contract Completion Date:	10/9/2015
Authorized Time Extension:	0
Revised Completion Date:	10/9/2015

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	102%
Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit C

Fee Schedule

GK & ASSOCIATES
STANDARD HOURLY RATE SCHEDULE 2015
 EFFECTIVE FOR ONE YEAR FROM SIGNED CONTRACT DATE

Classification	Hourly Rate
Principal	\$197
Project Director	\$160
Project Manager	\$149
Project Engineer	\$138
Construction Manager	\$138
Scheduler	\$123
Designer	\$112
Draftsperson (CADD)	\$106
Inspector	\$101
Engineering Aide/Administration	\$80
Expert Witness	\$399
Financial/Engineering Analyst	\$91
Sr. Plan Check Engineer	\$108
Jr. Plan Checker	\$91
Building Plan Check Engineer	\$106
Sr. Contract Administrator	\$96
Administrative Assistant	\$91
Word Processor	\$80
Junior Construction Engineer	\$76
Senior Building/Inspector - prevailing wage (1 year employment term)	\$122
Construction Office Engineer (1 year employment term)	\$80
Administrative Professional (1 year employment term)	\$64
Building Inspector/Checker	\$108
Permit Specialist	\$85
Code Enforcement Officer	\$75
Traffic Engineer	\$144
Associate Traffic Engineer	\$101
Geotechnical Engineer	\$154

Project Management, Engineering & Construction
 Staff Augmentation Support Services





**MASTER SERVICES CONTRACT NUMBER 4600002053
FOR
CONSTRUCTION PROJECT MANAGEMENT SERVICES**

This CONTRACT (the Contract), is made and entered into this ____ day of _____, 2016, 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 MWH Americas, Inc., dba MWH Constructors, Inc. with offices in Pasadena, California and Broomfield, Colorado (hereinafter referred to as Consultant), for provision of project management, engineering and construction staff augmentation support services.

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

- A. **PROJECT MANAGER ASSIGNMENT**: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

Project Manager: Mr. David Mendez
Deputy Manager of Engineering
Location: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1622
E-mail: dmendez@ieua.org

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

Consultant: Ms. Luanne Bean, PE
Project Manager
Address: 300 North Lake Avenue, Suite 400
Pasadena, CA 91101
Telephone: (626) 568-6118
E-mail: luanne.bean@mwhglobal.com

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

1. Amendment(s) to Task Order(s) to Contract Number 4600002053
2. Task Order(s) to Contract Number 4600002053
3. Amendment(s) to Contract Number 4600002053
4. Contract Number 4600002053 General Terms and Conditions.
5. Request for Proposals No. RFP-RW-15-086 and all germane Addenda and correspondence.

D. **SCOPE OF WORK AND SERVICES:** Scope of Work and Services is referenced herein, attached hereto, and made a part hereof as **Exhibit A**.

SB854 Requirements: For any Public Works contracting performed having a value of \$1,000.00 or more, the following applies:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations www.dir.ca.gov/dlse/dlsepublicworks.html pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A PWC-100 shall be generated for each contractor or subcontractor on each project.

E. **TERM:** The term of this Contract shall extend from the date of its full execution through February 18, 2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.

F. **PAYMENT, COMPENSATION, and INVOICING:** The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Deputy Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. Consultant shall utilize Consulting Services Invoice Template **Exhibit B**,

attached hereto and made a part hereof, for the submittal of each invoice. Template in Excel format will be furnished.

As compensation for work performed under this Contract, Agency shall pay Consultant, on percent complete basis, up to the **NOT-TO-EXCEED maximum of \$1,500,000.00**. Compensation shall be made in accordance with Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Exhibit C**.

A separate invoice must be submitted every month for each project, and must reference the **Contract Number 4600002053, Purchase Order Number, Project Number, and Project Name**. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

G. **CONTROL OF WORK:** Consultant shall perform the Work in compliance with the Work Schedule established for each project. 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 Deputy Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Deputy Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

H. **FITNESS FOR DUTY:**

1. **Fitness:** Consultant on the Jobsite:

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

2. **Compliance:** Consultant shall advise all Consultant personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements"). Any employee determined to be in violation of these requirements shall be removed from the project. Consultant shall impose these requirements on its personnel and associated third parties. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

I. **REQUIRED INSURANCE:** During the period of time from issuance of a contract to final acceptance of the work the Consultant shall maintain at the Consultant's sole expense, the following insurance.

1. Minimum Scope of Insurance

- a. **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 Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
- b. **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 01 87 covering Automobile Liability, including any auto.
- c. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- d. **Professional Liability insurance** in the amount of \$3,000,000 per occurrence.

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

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

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

- (1) The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 20 11 07 66, CG 20 10 11 85, and/or CA 20 01 (Ed. 01 78) 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.
- (2) 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.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - (4) The 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.
 - (5) 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.
- b. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.
 - c. **All Coverages:** Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' or 10 days' in the event of nonpayment, prior written notice has been given to the Agency.
4. **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.
 5. **Verification of Coverage:** The Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractor(s) prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
 6. **Submittal of Certificates:** The Consultant shall submit all required insurance certificates and endorsements to the following:

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

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. **Professional Responsibility:** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professional performing the same or similar type of work.
2. **Status of Consultant:** The Consultant is retained as an independent Consultant only, for the sole purpose of rendering work as described herein, and is not an employee of the Agency.
3. **Observing Laws and Ordinances:** The Consultant or any subcontractors 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 work 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 or any subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

4. **Subcontract Work:** Any subcontracts for the performance of any work under this Contract shall be subject to the written approval of the Project Manager.
5. **Hours of Labor:** The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
6. **Travel and Subsistence Pay:** The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
7. **Liens:** The Consultant shall pay all sums of money that become due from any labor,

services, materials or equipment furnished to Consultant on account of said Work to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.

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

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

9. **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 work or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
10. **Equal Opportunity:** During the performance of this Contract, the Consultant and any subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
11. **Non-Conforming Work and Warranty:** Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall

correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

12. Disputes:

- a. All disputes arising out of or in relation to this Agreement 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 Agreement, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Agreement which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
- b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the 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 thirty (30) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within thirty (30) 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 Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within thirty (30) calendar days after receiving written notice of the CEO/GM's decision.
- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1). The Demand for Arbitration shall include a list of five names of persons acceptable to the 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.

- (2). 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.
- (3). If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

d. Joinder in Mediation/Arbitration: The Agency may join the 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.

13. Prevailing Wage Requirements: Applicable to the labor category of the Work performed against this Contract has been deemed a Prevailing Wage Project and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. Consultant shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations. The Consultant, and any subcontractor performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal, State, and local laws related to labor.

K. **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 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 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.

- L. **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.

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

1. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
2. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
3. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

N. **PROPRIETARY RIGHTS:**

1. **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:
 - a. 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.

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

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

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

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

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

Consultant: Mr. Jaime Burrola
Regional Director, Construction Management Services
MWH Americas, Inc., dba MWH Constructors, Inc.
300 North Lake Avenue, Suite 400
Pasadena, CA 91101

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.

- Q. **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.
- R. **RIGHT TO AUDIT**: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency
- S. **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.
- T. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- U. **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 work up to the date of such termination.

V. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.

W. **NOTICE TO PROCEED**: No Services shall be performed or furnished under this contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY:

**WALLACE & ASSOCIATES
CONSULTING, INC.:**

P. Joseph Grindstaff
General Manager

(Date)

Randy Lovan
Principal-In-Charge

(Date)

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Exhibit A

Exhibit A

SCOPE OF WORK PROJECT MANAGEMENT, ENGINEERING AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES

The Agency seeks to identify and retain qualified Project Management, Engineering and Construction Staff Augmentation Support Services under an undetermined number of master agreements to supply the Agency with high-quality, cost-effective, professional staff. The master agreement holders will serve as the approved list for Agency professional technical staff requirements for the duration of the master agreement contract term. The Agency anticipates awarding the master agreements for an initial three-year term, with four additional consecutive one-year option terms for a potential maximum total of seven years. The four consecutive one-year option terms will then run 12-months each, and may only be exercised at the Agency's sole discretion.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant's or the respective sub-consultant's profession in accordance with industry standards. Such services shall be performed under the direct supervision of qualified and experienced personnel. The specific types of services to be provided may include, but are not limited to, the services described herein. Services may be on-call and/or project specific task order based.

The Consultant will be responsible for working with appropriate technical staff, consultants, and other Agency Departments in overseeing, coordinating, administrating, and managing public works Capital Improvement Projects. Staff augmentation positions will report to the Deputy Manager of Engineering and/or Construction and may be required to work at Agency headquarters. Consultant staff providing staff augmentation services will be provided a work space and land line desk phone (when assigned to Headquarters) for their use on Agency business, except that the consultant shall provide a cellular phone, software (Microsoft Office Professional, XER Toolkit, and Adobe) and computers at no additional cost to the AGENCY. The Consultant shall provide necessary services to assist technical staff on capital improvement, O&M and emergency projects in various phases of design and construction.

Duties may consist of:

1. Compiling, administering, and monitoring public works contracts and projects; administering project budgets;
2. Coordinating and administrating RFP's, addendums and documents for bidding; performing vendor solicitations;
3. Organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes;
4. Coordinating and scheduling required inspections, surveys and geotechnical tests;

Exhibit A

5. Monitoring and updating project schedules;
6. Obtaining necessary permits;
7. Tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;
8. Coordinating project website development;
9. Researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations;
10. Maintaining detailed project files and preparing project status reports;
11. Reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures.
12. The Consultant will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.
13. The Consultant shall adhere to Agency Policies, Procedures, and Standard Operating Procedures.

On an as-needed basis, the services to be provided by the Consultant may include, but are not limited to, the following services:

1. General Engineering support for water, wastewater, pipeline design and construction
2. Attend staff and stakeholder meetings.
3. Review and comment on planning and engineering program controls.
4. Recommend regulations and ordinances pertaining to engineering matters and provide advice regarding public works activities.
5. Coordinate with other agencies, the public and utility companies on engineering matters.
6. Assist in the preparation and revision of the Agency's project budgets.
7. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports.
8. Provide additional engineering support services, as requested. These support services may include but are not limited to: CAD drafting, design support, preparation of exhibits, research for technical specifications, office engineering, engineering, construction management and inspection support during construction.

Exhibit A

The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

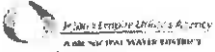
Staff Services may include but not limited to:

- Project Managers
- Senior Engineers
- Construction Managers
- Resident Engineers
- Associate Engineers
- Estimators
- Inspectors - Electrical, Building, Special
- Office Engineers
- Engineering Technicians
- Engineering Aides
- Project Coordinators
- Project Administrators

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Exhibit B

**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**



Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: 10/15/2015
Address:	Contract No.: 46-XXXX	IEUA Project Manager: Jamal Zugndi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:			Invoice No./Consult Ref: XXXXXX
Proj. Name & No.: KP-1 Improvements Project, EN15XXX			

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-XXXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.A	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendme				\$0.00		\$0.00		\$0.00		\$0.00
Total Cont. with Amendme				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From: 9/1/2015	
	To: 9/30/2015	
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Amount Due This Period	\$0.00	

PRIOR PAYMENT SUMMARY:

	From:	
	To:	
Amount Earned Orig Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Prior Payments	\$0.00	

TOTAL PAYMENT SUMMARY:

	Total Contract	
Total Original Contract	\$0.00	
Total Contract Amendments	\$0.00	
Total Payments to Date	\$0.00	
Back Charges	\$0.00	
Payment this period	\$0.00	
Balance of Contract	\$0.00	

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	10/9/2014
Contract Duration:	365
Contract Completion Date:	10/9/2015
Authorized Time Extension:	0
Revised Completion Date:	10/9/2015

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	102%
Contract Work Complets:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit C



BUILDING A BETTER WORLD

December 8, 2015

Inland Empire Utilities Agency
6075 Kimball Avenue, Building "A"
Chino, California 91708-9174
Attention: Mr. David Mendez, Deputy Manager of Construction Management

Reference: Proposal for Project Management, Engineering and Construction Staff Augmentation Support Services,
Request for Proposals No. RFP-RW-15-086

Dear Mr. Mendez:

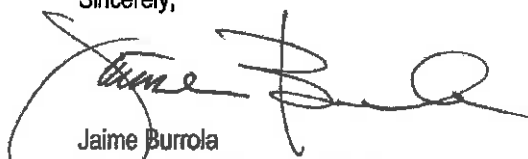
The Inland Empire Utilities Agency (IEUA) will be selecting firms to provide Project Management, Engineering and Construction Staff Augmentation Support Services for an "as-needed" basis under a three-year Master Services Contract. We know you require a consultant to use skill and integrity to represent and protect IEUA's interests and to deliver projects as envisioned, MWH can and deliver on these requirements.


Please find included in the enclosed "flash" drive the following attachments for the Section E – Fee Schedule:

- Fee Schedule - Project Management and Engineering Rates
- Fee Schedule – Construction Staff Augmentation Rates
- Standard Clarification for Construction Management Services

We appreciate this opportunity to work with IEUA and look forward to your response. If you have any questions or require further information, please contact me at (949) 439-0423 or randy.lován@mwhglobal.com.

Sincerely,


Jaime Burrola
Vice President / Regional Director
Construction Management Services


Randy Lovan, Certified CM, QSP
Principle in Charge
Construction Management Services



SECTION E

E. Fee Schedule

Project Management and Engineering rates

Administrator	\$115.00	per hour
Project Engineer, Scientist, Architect III	\$113.00	per hour
Associate Professional	\$135.00	per hour
Computer Support Specialist	\$136.00	per hour
Field Engineer	\$150.00	per hour
Professional	\$155.00	per hour
Staff Engineer	\$155.00	per hour
Associate Professional Designer	\$138.00	per hour
Senior CAD/REVIT Drafter	\$158.00	per hour
Professional Designer	\$155.00	per hour
Senior Professional	\$175.00	per hour
Designer Technician	\$155.00	per hour
Lead Engineer	\$161.00	per hour
Senior Field Engineer	\$175.00	per hour
Senior Designer	\$168.00	per hour
Supervising Professional	\$195.00	per hour
Supervising Designer	\$178.00	per hour
Project Manager	\$203.00	per hour
Senior Project Manager	\$223.00	per hour
Principal Professional I – Engineer, Scientist, Architect	\$223.00	per hour
Principal Professional II – Engineer, Scientist, Architect	\$242.00	per hour
Principal Professional Designer	\$226.00	per hour
CADD Technician	\$85.00	per hour

Construction Staff Augmentation rates

CMS Regional Director	\$210	per hour
CMS Principal - Inland Empire Area Manager	\$175	per hour
Project Manager	\$168	per hour
Construction Manager	\$145 - \$165	per hour
Resident Engineer	\$135 - \$155	per hour
Office Engineer	\$ 95 - \$110	per hour
Construction Inspector, Specialty	\$145 - \$135	per hour
Construction Inspector	\$135 - \$110	per hour
Estimator / Scheduler	\$120 - \$140	per hour
Construction Administration	\$75	per hour
Construction Claims Analysis & Support		
• Director Risk Management	\$241	per hour
• Manager Claims Analyst	\$185	per hour
• Commercial Claim Analyst	\$165	per hour





Standard Clarification for Construction Management Services

General

Our proposal is based on the construction and professional scope provided in the Request for Proposal. Our final contract budget will be based on the project assignment and the attached Fee Proposal. Field staffing will be driven by project demands, confirmed by a baseline and approved by the District. All costs are subject to negotiation.

Prevailing Wage

All Prevailing Wage requirements will be followed by the team and its subconsultants. All team members are in conformance with the State of California Labor compliance requirements.

Rates for the Construction Management Team

Rates for the CM team include vehicle mileage, computers, computer software, digital cameras, digital video cameras, cell phones and cell phone service, mail, telephone charges, general office supplies, technical reference materials, training and personal protective equipment (PPE) including hard hats, safety boots, work gloves, safety glasses and other PPE as required.

Excluded from Rates

Items excluded from the rates are printers/copiers/scanners, paper for any and all reproduction, prints, plotting and record mapping copies, broadband service, broadband/high speed connections, delivery service, facsimile transmission, trailer rental costs, installation of utilities, cost of utilities, cost of sanitary services, janitorial, furniture, travel and per diem outside the service area for in-plant fabrication inspection. Travel costs outside the service area will be determined after receiving prior approval from the District.

Legal

All subconsultants will be bound to the final terms and conditions of the prime agreement.

Geotechnical Support and Inspection Material Testing

Geotechnical inspection, materials sampling and testing services of the subgrade & base layers are not included in the scope of services. The coordination of these services is included in our scope of services.

Material Testing and Specialty Inspection

Materials sampling, materials testing, specialty inspection and NDT services and fees are not included in the scope of services. The coordination of these services is included in our scope of services.

Survey Baseline Control

Survey services and fees are not included in the scope of services. The coordination of these services is included in our scope of services.

Field Office

Any administrative or field offices including furniture, copier printers, internet or other office equipment shall be provided by others.





**MASTER SERVICES CONTRACT NUMBER 4600002052
FOR
CONSTRUCTION PROJECT MANAGEMENT SERVICES**

This CONTRACT (the Contract), is made and entered into this ____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as Agency), and Carollo Engineers, Inc., with offices in Walnut Creek, California (hereinafter referred to as Consultant), for provision of project management, engineering and construction staff augmentation support services.

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

- A. **PROJECT MANAGER ASSIGNMENT**: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

Project Manager: David Mendez
Deputy Manager of Engineering
Location: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1622
E-mail: dmendez@ieua.org

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

Consultant: Azhar Khan
Project Manager
Address: 7888 Mission Grove Parkway South, Suite 100
Riverside, CA 92508
Telephone: (951) 776-3655
E-mail: akhan@carollo.com

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

1. Amendment(s) to Task Order(s) to Contract Number 4600002052
2. Task Order(s) to Contract Number 4600002052
3. Amendment(s) to Contract Number 4600002052
4. Contract Number 4600002052 General Terms and Conditions.
5. Request for Proposals No. RFP-RW-15-086 and all germane Addenda and correspondence.

D. **SCOPE OF WORK AND SERVICES:** Scope of Work and Services is referenced herein, attached hereto, and made a part hereof as **Exhibit A**.

SB854 Requirements: For any Public Works contracting performed having a value of \$1,000.00 or more, the following applies:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations www.dir.ca.gov/dlse/dlsepublicworks.html pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A PWC-100 shall be generated for each contractor or subcontractor on each project.

E. **TERM:** The term of this Contract shall extend from the date of its full execution through February 18, 2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.

F. **PAYMENT, COMPENSATION, and INVOICING:** The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Deputy Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project

Manager. Consultant shall utilize Consulting Services Invoice Template **Exhibit B**, attached hereto and made a part hereof, for the submittal of each invoice. Template in Excel format will be furnished.

As compensation for work performed under this Contract, Agency shall pay Consultant, on percent complete basis, up to the **NOT-TO-EXCEED maximum of \$1,500,000.00**. Compensation shall be made in accordance with Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Exhibit C**.

A separate invoice must be submitted every month for each project, and must reference the **Contract Number 4600002052, Purchase Order Number, Project Number, and Project Name**. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

G. **CONTROL OF WORK:** Consultant shall perform the Work in compliance with the Work Schedule established for each project. 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 Deputy Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Deputy Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

H. **FITNESS FOR DUTY:**

1. **Fitness:** Consultant on the Jobsite:

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

2. **Compliance:** Consultant shall advise all Consultant personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements"). Any employee determined to be in violation of these requirements shall be removed from the project. Consultant shall impose these requirements on its personnel and associated third parties. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

I. **REQUIRED INSURANCE:** During the period of time from issuance of a contract to

final acceptance of the work the Consultant shall maintain at the Consultant's sole expense, the following insurance.

1. Minimum Scope of Insurance

- a. **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 Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
- b. **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 01 87 covering Automobile Liability, including any auto.
- c. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- d. **Professional Liability insurance** in the amount of \$3,000,000 per occurrence.

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

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

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

- (1) The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 20 11 07 66, CG 20 10 11 85, and/or CA 20 01 (Ed. 01 78) 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.

- (2) 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.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - (4) The 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.
 - (5) 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.
- b. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.
- c. **All Coverages:** Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the Agency.
4. **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.
 5. **Verification of Coverage:** The Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractor(s) prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies

of all required insurance policies, at any time.

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

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

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professional performing the same or similar type of work.
2. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering work as described herein, and is not an employee of the Agency.
3. Observing Laws and Ordinances: The Consultant or any subcontractors 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 work 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 or any subcontractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

4. Subcontract Work: Any subcontracts for the performance of any work under this Contract shall be subject to the written approval of the Project Manager.
5. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

6. **Travel and Subsistence Pay:** The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
7. **Liens:** The Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said Work to be furnished as a result of the Request for Proposal, and that may be secured by any lien against the Agency.
8. **Indemnification:** Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further, Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.
9. **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 work or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
10. **Equal Opportunity:** During the performance of this Contract, the Consultant and any subcontractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
11. **Non-Conforming Work and Warranty:** Consultant represents and warrants that the Work and documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and

all errors in and shortcomings of the work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

12. Disputes:

- a. All disputes arising out of or in relation to this Agreement 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 Agreement, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Agreement which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
- b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the 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 Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager

within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - (1). The Demand for Arbitration shall include a list of five names of persons acceptable to the 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.
 - (2). 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.
 - (3). If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- d. Joinder in Mediation/Arbitration: The Agency may join the 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.
13. Prevailing Wage Requirements: Applicable to the labor category of the Work performed against this Contract has been deemed a Prevailing Wage Project and is therefore subject to the requirements Section 1770 (and following) of the California Labor Code. Consultant shall not pay less than general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations. The Consultant, and any subcontractor performing part of said work, shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, non-discrimination, apprentices, maintenance, availability, and submittal of accurate payroll records, and any other matters required under all Federal,

State, and local laws related to labor.

- K. **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 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 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.
- L. **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.

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

1. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
2. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
3. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

N. PROPRIETARY RIGHTS:

1. **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:

- a. 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.
- b. 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.
- c. 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.

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

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

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

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

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

Consultant: Mr. Graham J.G. Juby, PhD, PE
Vice President/Principal-In-Charge
Carollo Engineers, Inc.
2700 Ygnacio Valley Road
Walnut Creek, CA 94598

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.

- Q. **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.
- R. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested

by the Agency

- S. **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.
- T. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- U. **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 work up to the date of such termination.
- V. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- W. **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.
- X. **AGENCY-PROVIDED INFORMATION AND SERVICES**: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.
- Y. **ESTIMATES AND PROJECTIONS**: Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's plant and/or associated processes are operated and/or maintained. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data and/or cost projections and actual base unit quantities and/or associated energy cost savings realized by the Agency and/or any third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the

standard of skill and care expected of a consultant under the same or similar circumstances.

- Z. **THIRD PARTIES:** The services to be performed by Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY:

CAROLLO ENGINEERS, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Dr. Graham Juby, P.E.

Vice President/Principal-In-Charge

(Date)

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Exhibit A

Exhibit A

SCOPE OF WORK PROJECT MANAGEMENT, ENGINEERING AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES

The Agency seeks to identify and retain qualified Project Management, Engineering and Construction Staff Augmentation Support Services under an undetermined number of master agreements to supply the Agency with high-quality, cost-effective, professional staff. The master agreement holders will serve as the approved list for Agency professional technical staff requirements for the duration of the master agreement contract term. The Agency anticipates awarding the master agreements for an initial three-year term, with four additional consecutive one-year option terms for a potential maximum total of seven years. The four consecutive one-year option terms will then run 12-months each, and may only be exercised at the Agency's sole discretion.

All services performed by the consultant or any sub-consultant shall be provided in a manner consistent with the level of care and skill exercised by members of the consultant's or the respective sub-consultant's profession in accordance with industry standards. Such services shall be performed under the direct supervision of qualified and experienced personnel. The specific types of services to be provided may include, but are not limited to, the services described herein. Services may be on-call and/or project specific task order based.

The Consultant will be responsible for working with appropriate technical staff, consultants, and other Agency Departments in overseeing, coordinating, administrating, and managing public works Capital Improvement Projects. Staff augmentation positions will report to the Deputy Manager of Engineering and/or Construction and may be required to work at Agency headquarters. Consultant staff providing staff augmentation services will be provided a work space and land line desk phone (when assigned to Headquarters) for their use on Agency business, except that the consultant shall provide a cellular phone, software (Microsoft Office Professional, XER Toolkit, and Adobe) and computers at no additional cost to the AGENCY. The Consultant shall provide necessary services to assist technical staff on capital improvement, O&M and emergency projects in various phases of design and construction.

Duties may consist of:

1. Compiling, administering, and monitoring public works contracts and projects; administering project budgets;
2. Coordinating and administrating RFP's, addendums and documents for bidding; performing vendor solicitations;
3. Organizing pre-bid conferences; evaluating bids, performing reference checks and preparing recommendations for contract award; organizing and participating in meetings including preparation and distribution of minutes;
4. Coordinating and scheduling required inspections, surveys and geotechnical tests;

Exhibit A

5. Monitoring and updating project schedules;
6. Obtaining necessary permits;
7. Tracking project progress ensuring compliance with project standards and specifications including California Construction law in labor compliance and DBE requirements; processing, transmitting and tracking plan checks, RFI's, submittal reviews, progress payments, change orders, punch lists, warranty issues and contractor claims;
8. Coordinating project website development;
9. Researching and preparing final reports to support billings to County, State & Federal agencies to support a variety of funding obligations;
10. Maintaining detailed project files and preparing project status reports;
11. Reviewing and processing consultant, contractor, and vendor invoices for payment; processing journal entries; and reviewing project expenditures.
12. The Consultant will also assist in development of procedures, policies, record keeping and duties as required related to overall administration of Capital Improvement Projects.
13. The Consultant shall adhere to Agency Policies, Procedures, and Standard Operating Procedures.

On an as-needed basis, the services to be provided by the Consultant may include, but are not limited to, the following services:

1. General Engineering support for water, wastewater, pipeline design and construction
2. Attend staff and stakeholder meetings.
3. Review and comment on planning and engineering program controls.
4. Recommend regulations and ordinances pertaining to engineering matters and provide advice regarding public works activities.
5. Coordinate with other agencies, the public and utility companies on engineering matters.
6. Assist in the preparation and revision of the Agency's project budgets.
7. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports.
8. Provide additional engineering support services, as requested. These support services may include but are not limited to: CAD drafting, design support, preparation of exhibits, research for technical specifications, office engineering, engineering, construction management and inspection support during construction.

Exhibit A

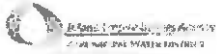
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

Staff Services may include but not limited to:

- **Project Managers**
- **Senior Engineers**
- **Construction Managers**
- **Resident Engineers**
- **Associate Engineers**
- **Estimators**
- **Inspectors - Electrical, Building, Special**
- **Office Engineers**
- **Engineering Technicians**
- **Engineering Aides**
- **Project Coordinators**
- **Project Administrators**

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Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: 10/16/2015
Address:	Contract No.: 40-XXXX	IEUA Project Manager: Jamaal Zugndi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:			Invoice No./Consult Ref: XXXXXX
Proj. Name & No.: KP-1 Improvements Project, EN15XXX			

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-XXXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.AD	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendment				\$0.00		\$0.00		\$0.00		\$0.00
Total Cont. with Amendment				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	From: 9/1/2015 To: 9/30/2015		From: To:
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

	Total Contract	
Total Original Contract	\$0.00	Contract Start Date: 10/9/2014
Total Contract Amendments	\$0.00	Contract Duration: 365
Total Payments to Date	\$0.00	Contract Completion Date: 10/9/2015
Back Charges	\$0.00	Authorized Time Extension: 0
Payment this period	\$0.00	Revised Completion Date: 10/9/2015
Balance of Contract	\$0.00	PROJECT COMPLETION SUMMARY:
		Contract Time Expired: 102%
		Contract Work Complete: #DIV/0!

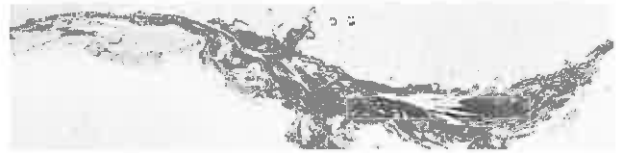
Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit C



SECTION E

Fee Schedule

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2015
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$159.00
Professional	194.00
Project Professional	230.00
Lead Project Professional	252.00
Senior Professional	273.00
Technicians	
Technicians	119.00
Senior Technicians	167.00
Construction Management	
Senior Construction Manager	\$226.00
Construction Manager	200.00
Senior Resident Engineer	180.00
Resident Engineer	160.00
Senior Inspector - Prevailing Wage Rate	145.00
Inspector - Prevailing Wage	130.00
Inspector - Non Prevailing Wage	105.00
Senior Scheduler	180.00
Scheduler	155.00
Document Tracking Specialist	125.00
Admin Support	106.00
Project Equipment Communication Expense (PECE) Per DL Hour	11.70
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0


This fee schedule is subject to annual revisions due to labor adjustments.


**ACTION
ITEM
1E**

Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  Joseph Grindstaff
General Manager

Submitted by: Ken Tuliau 
Manager of Maintenance

Subject: Contract Award for On-Site Fleet Vehicle Maintenance Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002004 to Managed Mobile, Inc. of Placentia, California establishing a two-year contract for on-site vehicle maintenance services, with an option for two, one-year extensions, for a not-to-exceed amount of \$150,000 for the initial two-year term; and
2. Authorize the General Manager, or the designee, to execute the contract with two one-year potential contract extensions.

BACKGROUND

The Agency owns a fleet of vehicles; such as, utility trucks, sedans, and high occupancy vans. In order to maintain the reliability and readiness of these vehicles, the Agency determined a contract to provide on-site vehicle preventive and occasional corrective maintenance services would be beneficial. Having a two-year contract, with an option for two, one-year contract extensions, with a reputable and highly-qualified service provider, ensures that the majority of the contract terms (e.g., labor rates, evidence of insurance, indemnification language, warranty provision, etc.) are established up front, which will expedite the vehicle maintenance process. Staff will issue a task order for any work required.

Contract Award for On-Site Fleet Vehicle Maintenance Services

February 17, 2016

Page 2 of 2

In October 2015, staff issued a request for proposal (RFP-RH-15-076) and received one responsive bidder, Managed Mobile, Inc. of Placentia, California. After reviewing the single proposal received against the scope of work, Agency staff found the proposal to have met the requirements.

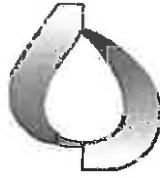
Keeping the Agency's fleet in good running condition and smog certificates current, is in line with the IEUA Environmental Stewardship goal to commit to the responsible use and protection of the environment through conservation and sustainable practices.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, sufficient funds are available in Fiscal Year 2015/16 and 2016/17 under Regional Operations and Maintenance (RO) fund, Professional Fees and Services Budget, to support the contract services related to the preventive and corrective maintenance for the Agency's fleet vehicles.



Inland Empire
UTILITIES AGENCY

CONTRACT No. 4600002004
For On-Site Provision of
VEHICLE MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and Managed Mobile, Inc. of Placentia, California (hereinafter referred to as "Contractor") for on-site provision of vehicle maintenance and repair services.

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

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

Project Manager: Charlie Batongmalaque
Address: 2662 E. Walnut Street
Ontario, CA 91761
Telephone: (909) 993-1883
E-mail: cbatongmalaque@ieua.org

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

Contractor: Brent Dunnam
Address: 1901 Nancita Circle
Placentia, CA 92870
Telephone: (714) 713-9478
E-mail: bdunnam@managedmobile.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. 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 No. 4600002004
2. Contract No. 4600002004 including Exhibit A - Statement of Work
3. Agency Request for Proposal No. RFP-RH-15-076
4. Contractor's Proposal, dated October 1, 2015

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with Exhibit A - Statement of Work which appears at the end of this document.

5. **TERM OF CONTRACT / OPTIONS:** The term of this Contract shall run from the date of its' bi-lateral execution through November 30, 2017. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend the term of the Contract for up to two (2) additional one-year periods; which would result in an aggregate total Contract term of four years. In the event the Agency desires to exercise one or both of the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term, or any extension thereof.
6. **OPTION PRICE ADJUSTMENTS:** In the event the Agency exercises one or both of the Contract extension(s) provided for in Section 5 (above), pricing for said extension(s) shall be calculated as follows:

On December 1, 2017, and again (if applicable) on December 1, 2018, the prices provided for in this Contract shall be adjusted, plus or minus, by the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange Counties, California index area. The basis for computing the adjustment to the prices provided for in this Contract shall initially be the percentage change for the one year period from September 2016 to September 2017, and subsequently from September 2017 to September 2018 applicable to the second exercised option year.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used.

7. **PAYMENT, INVOICING AND COMPENSATION:** Contractor may submit an invoice once per month covering all work and materials completed during the invoice period. 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 which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Contractor's invoices shall be formulated consistent with the below-listed price schedule:

Preventive Maintenance Prices (per vehicle completed) * :

* All oil changes using SAE 5W-30 synthetic blend oil

3,500 mile preventive maintenance regimen - 6 cylinder truck:	\$ 55.00
3,500 mile preventive maintenance regimen - 8 cylinder truck:	\$ 55.00
3,500 mile preventive maintenance regimen - 6 cylinder sedan:	\$ 55.00
3,500 mile preventive maintenance regimen - hybrid sedan (Honda Civic):	\$ 55.00
3,500 mile preventive maintenance regimen - hybrid SUV (Ford Escape):	\$ 55.00
Monthly preventive maintenance regimen - on-road heavy equipment truck:	\$ 80.00
Quarterly inspection/maintenance regimen - forklifts	\$165.00
Quarterly inspection/maintenance regimen - electric cart:	\$ 55.00
7,500 mile preventive maintenance regimen - 6 cylinder truck:	\$110.00
7,500 mile preventive maintenance regimen - 8 cylinder truck:	\$110.00
7,500 mile preventive maintenance regimen - 6 cylinder sedan:	\$110.00
7,500 mile preventive maintenance regimen - hybrid sedan (Honda Civic):	\$110.00
7,500 mile preventive maintenance regimen - hybrid SUV (Ford Escape):	\$110.00

Corrective Repair Charges:

Mobilization/Demob (inclusive of service truck) to on-site vehicle location:	\$ 52.50
Fully-burdened hourly rate for mechanic repair services (chargeable on-site):	\$105.00

Material handling burden (contractor's mark-up %) above actual costs for replacement parts and materials/supplies (e.g. oil, coolant, transmission and brake fluids, etc.):

35 %

Contractor's invoices shall be submitted as follows: Inland Empire Utilities Agency
Attention: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

OR invoices may be submitted electronically via: APGroup@ieua.org

Concurrent with invoice submittal to the Agency's Accounts Payable Department, the Contractor shall e-mail a copy of the submitted invoice to the Agency's designated Project Manager identified on page 1 of this Contract.

As compensation for the preventive maintenance and repair work subsequently authorized under this Contract by the Agency's assigned Project Manager during its initial two year period of performance, Agency shall pay Contractor, on a fixed unit price basis, a **total price not-to-exceed \$150,000**.

7. LIQUIDATED DAMAGES: Liquidated Damages are not applicable to this contract.
8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor 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 Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
9. FITNESS FOR DUTY:
 - A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
 1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - B. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
10. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. **General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.**
2. **Automobile Liability: \$ 500,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."**
3. **Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.**

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

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

1. **General Liability and Automobile Liability Coverage**
 - a. **The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.**
 - b. **The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.**
 - c. **Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.**

- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

- D. Acceptability of Insurers: 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 minus: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 subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Roger Hughbanks, Contracts Administrator
Inland Empire Utilities Agency (via)
E-mail address: rhughbanks@ieua.org

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing 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 Contractor shall at all times observe and comply with all such 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 Contractor 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 Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. 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.
- J. 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. For a period of not less than one (1) year after acceptance of the completed Work, Contractor 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 Contractor by 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 unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor'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, 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.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for 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 Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to

Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, 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 Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

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

12. INDEMNIFICATION: Contractor shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:

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 Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;

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 Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

13. 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 Contractor and/or the Contractor'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 Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

14. TITLE AND RISK OF LOSS:

- A. Documentation: Title to any/all Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
- B. Material: Title to all Material, equipment, procured or fabricated under the Contract shall pass to Agency when delivered to the Agency's job-site and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agency.

15. PROPRIETARY RIGHTS:

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

16. **INFRINGEMENT:** Contractor 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.

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

Contractor 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.

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

Agency: Warren T. Green
Manager of Contracts/Procurement & Facilities Services
Inland Empire Utilities Agency, A Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Contractor: Paul Rygalski
President
Managed Mobile, Inc.
1901 Nancita Circle
Placentia, CA 92870

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

18. **SAFETY AND PROTECTION:**

A. Precautions and Programs:

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work or the activities of its employees, subcontractors and suppliers at the work site.
2. The Contractor and all its subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 C.F.R.

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time

(duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

3. The Contractor and all its subcontractors shall comply with the provisions of the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in Title 29, C.F.R. Where an individual state act related to occupational safety and health standards has been approved by a federal authority, then the provisions of said state act shall control.
 4. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control and direction to prevent damage, injury or loss to:
 - a. All employees performing the work or on the work site and other persons and organizations who may be effected thereby;
 - b. All the work, and materials and equipment to be incorporated therein, whether in storage on or off the work site; and
 - c. All other property at the work site.
 5. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
 - a. Proof of training on confined spaced space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.

This regulation also requires the following to be submitted to IEUA for approval prior to entry of a confined space:

 - b. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
 6. The Contractor must also submit a copy of their Safety Program or IIPP for approval by the IEUA Safety and Risk Department prior to the start of the project at the work site.
19. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
20. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

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

21. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
22. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
23. **GOVERNING LAW:** This Contract is to be governed by and interpreted in accordance with the laws of the State of California.
24. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
25. **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.
26. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
27. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

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

MANAGED MOBILE, Inc.

P. Joseph Grindstaff
General Manager

(Date)

Paul Rygalski
President

(Date)

EXHIBIT A

STATEMENT OF WORK

(to be inserted here)

STATEMENT OF WORK

Contract for Onsite Vehicle Maintenance Services
All Agency Locations

Page 1 of 2

Requestor	Francis Concemino	Request Date	9/24/15
Project Manager	Charlie Batongmalaque	Prepared By	Charlie Batongmalaque
Department	Maintenance	Approved BY	Francis Concemino

PROJECT DESCRIPTION

Request proposals from mobile automotive lubrication and repair companies for servicing all of the Agencies Fleet vehicles onsite at Inland Empire Utilities Agency (IEUA) facilities.

PROJECT LOCATION

Potentially all IEUA locations (addresses shown below).

*Regional Plant No. 1
2662 E. Walnut Street
Ontario, CA 91761*

*Regional Plant No. 2
16400 El Prado Road
Chino, CA 91708*

*Carbon Canyon Wastewater Reclamation Facility
14950 Telephone Ave.
Chino, CA 91708*

*Regional Plant No. 4
12811 Sixth Street
Rancho Cucamonga, CA 91729*

*Regional Plant No. 5
6075 "C" Kimball Ave.
Chino, CA 91708*

*IEUA Headquarters
6075 "A" & "B" Kimball Ave.
Chino, CA 91708*

*Inland Empire Regional Composting Facility
12645 Sixth Street
Rancho Cucamonga, CA 91729*

STATEMENT OF WORK

Contract for Onsite Vehicle Maintenance Services
All Agency Locations

Page 2 of 2

SCOPE OF WORK

The selected offeror shall provide "as needed/ as-ordered" on-site vehicle maintenance and repair services in support of IEUA's approximate 100 vehicle fleet. Vehicle maintenance services may potentially be needed at any of its various (seven) Southern California facilities. Beyond "as needed" vehicle mechanical or electrical repairs, the selected offeror will be routinely requested to provide the preventive maintenance service regimens described within the document entitled "Exhibit A - Vehicle Maintenance Tasks". The contract which will be released in conjunction with this solicitation will reflect an initial two (2) year term. Bidders are requested to propose price/rates that are firm and fixed over the initial two year duration of the contract.

PROJECT SCHEDULE

"As needed/as ordered" by IEUA's assigned project manager.

PROJECT ASSUMPTIONS & APPLICABLE SPECIFICATIONS

See separate file entitled "Exhibit A - Vehicle Maintenance Tasks"

SINGLE/SOLE SOURCE?

YES

NO

PROJECT JUSTIFICATION

Agency fleet vehicles need to have regularly scheduled oil changes and maintenance services to keep them safe and reliable. 3500 mile PM for inspection and service. 7500 mile PM for Synthetic oil and filter change. Having an outside contractor perform these services frees maintenance staff to perform their daily duties. Successful bidder will be qualified to perform all required vehicle services on a regular schedule.

FUNDING ACCOUNT

Fleet Materials 141151-10200-100000-512450

Fleet Services 141151-10200-100000-521520

TOTAL PROJECT ESTIMATE

To Be Determined.

EXHIBIT A

Vehicle Maintenance Tasks

Passenger Sedans & Utility Pick-up Trucks

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Hybrid Service Vehicles & Hybrid Passenger Sedans

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Non-Hybrid Service Vehicles

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Electric Carts

Quarterly Preventive Maintenance Tasks

- a. Check lights
- b. Check brakes
- c. Check battery
- d. Check charging system
- e. Check for signs of damage (exterior and interior)
- f. Check wiring connections for damage
- g. Submit a Corrective Maintenance Work Order for any corrective actions.

On-Road Heavy Equipment

Monthly (or "As-Requested") Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Forklifts

Quarterly (or As-Requested) Preventive Maintenance Tasks

- a. Check interior and exterior for damage.
- b. Check for fluid levels.
- c. Check for leaks.
- d. Check tires for damage.
- e. Check lights for proper operation.
- f. Check hydraulics for proper operation.
- g. Submit a Corrective Maintenance Work Order for any corrective actions.
- h. Change engine oil per manufacturer's recommendation.



Inland Empire
UTILITIES AGENCY

VEHICLE CORRECTIVE MAINTENANCE ESTIMATE FORM

COMPANY NAME _____

ADDRESS: _____

PHONE NUMBER: _____

ESTIMATOR NAME: _____

ESTIMATOR SIGNATURE: _____

DATE	VEHICLE NUMBER	ODOMETER	WORK ORDER NUMBER
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REPAIR	REPLACE	DESCRIPTION	PARTS	LABOR	SUBTOTAL
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Comments: _____

Totals

Total Parts _____

Total Labor _____

Subtotal _____

Tax _____

Total _____

IEUA Approvals:

Name: _____ Employee Number: _____ Date: _____

Signature: _____


Notes: For instructions, follow procedure section 4.3.1 of the Agency Fleet Vehicle Maintenance Program. Attach this form to work order for completion. Form Rev. 00-081512


**ACTION
ITEM
1F**

Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Kenneth Tuliau 
Manager of Maintenance

Subject: RP-4 Aeration Basin Membrane Diffuser Service

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the single source procurement of new aeration basin membrane diffusers and the membrane diffuser reskinning services for Regional Water Recycling Plant No. 4 (RP-4) from OVIVO USA, LLC for a not-to-exceed amount of \$1,032,000; and
2. Authorize the General Manager, or his designee, to execute the purchase.

BACKGROUND

Aeration basins are a critical component of a wastewater treatment process. The purpose of an aeration basin is to create biological conditions to further consume waste from the influent stream and convert influent ammonia to nitrate, through nitrification process. A fine bubble aeration system is installed within the aeration basin to provide an environment to support the biology for these reactions to take place.

RP-4, located in Rancho Cucamonga, CA, is equipped with a fine bubble aeration system, consisting of Aerostrip® T3.5-18 membrane diffusers. Four hundred sixty diffusers blanket the floor of a single aeration basin train. There are a total of six aeration basin trains at RP-4. The membrane diffusers are over ten years old and have reached the end of their useful lives. The life expectancy for a membrane diffuser ranges from three to ten years. Previously, in FY 2014/15 there were purchases of OVIVO membranes for the facility to address those that were in full failure

through the various trains. With recent changes in critical performance, management has determined the need to perform repairs to all membranes across the six trains.

On November 16, 2015, staff requested pricing from OVIVO USA, LLC. OVIVO USA, LLC offered the pricing and terms, for a total not-to-exceed amount of \$1,032,000. OVIVO is the exclusive agent of AeroStrip® technology in the United States. The proposed price from OVIVO for all six aeration trains includes a 23% discount, saving the Agency a total of \$213,713. Of the total contract cost, the Agency will be invoiced half of the total contract cost for FY 2015/16, and the remaining half will be paid in FY 2016/17, upon receipt of all project deliverables from OVIVO.

Completing the aeration basin membrane diffuser service is in line with the IEUA Business Goal of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The cost of the RP-4 aeration basin membrane diffuser service, for the not-to-exceed amount of \$1,032,000 is within the Regional Wastewater Operations and Maintenance Fund, Project budget of \$600,000 is budgeted under PA15006 for Fiscal Year 2015/16 and \$600,000 will be budgeted under PA17006 for Fiscal Year 2016/17.


**ACTION
ITEM
1G**




Date: February 17, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs and Water Resources Committee (2/10/16)
Engineering, Operations, and Biosolids Management Committee
(2/10/16)
Finance, Legal and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Kathy Besser 
Manager of External Affairs

Subject: Resolution No. 2016-2-2, Authorizing Agency Organizational Memberships
and Affiliations

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Agency-wide memberships and affiliations for FY 2016/17, in the amount of \$238,250 (includes 5% contingency); and
2. Adopt Resolution No. 2016-2-2, authorizing Agency organizational memberships and affiliations.

BACKGROUND

Each year in preparation for IEUA's fiscal year budget, the Board of Directors, by four-fifths vote, approves a resolution authorizing memberships and affiliations with certain organizations (California Water Code – Section 71597).

A listing of the proposed Agency-wide memberships greater than \$5,000, along with a brief summary of the benefits associated, is attached for the Board's review. The attached membership dues are estimates provided by the organizations. Agency-wide memberships are due throughout the fiscal year and can fluctuate from the provided estimates. Due to unknown fluctuations in renewal costs, staff proposes that a 5% contingency be included in the Board's approval. Any individual membership renewal with an increase greater than 5% will be brought back to the Board for approval.

PRIOR BOARD ACTION

On February 18, 2015, the Board of Directors approved the Agency-wide memberships and affiliations for FY 2015/16 in the amount of \$178,718 through adoption of Resolution No. 2015-2-2.

IMPACT ON BUDGET

The proposed membership fees in the amount of \$238,250 (which includes the 5% contingency) will be appropriated in the Agency's FY 2016/17 Administrative Services Fund Budget spread between multiple cost centers, under account number 10200-100000-514010, Agency-wide Membership.

Attachments: Agency-wide membership benefit summary and details

**AGENCY-WIDE MEMBERSHIP BENEFIT SUMMARY
 (Greater than \$5,000)
 FY 2016/2017**

Membership	Representation	Estimated Dues
Association of California Water Agencies	Martha Davis	\$29,920 Approx. 2% decrease due to removal of Delta assessment
Bioenergy Association of California	Martha Davis, Pietro Cambiaso	\$5,500
California Association of Sanitation Agencies (CASA)	Director Hall, Martha Davis	\$19,845 3-5% increase from last year
California Special Districts Association (CSDA)	Director Hall, Christina Valencia	\$6,515
California Wastewater Climate Change Group	Pietro Cambiaso, Martha Davis	\$0 CASA will absorb CWCCG
Isle Utilities	Jeff Noelte	\$12,000
National Association of Clean Water Agencies (NACWA)	General Manager Joe Grindstaff	\$30,560
National Water Research Institute (NWRI)	Director Elie, Jeff Noelte, Andy Campbell	\$50,000
Southern Cal. Alliance of Publicly Owned Treatment Works (SCAP)	General Manager Joe Grindstaff, Pietro Cambiaso	\$15,001
Southern California Salinity Management Coalition	Chris Berch, Craig Proctor	\$10,000
WaterReuse Association	Director Hall, General Manager Joe Grindstaff, Martha Davis	\$8,624
WaterReuse Foundation	General Manager Joe Grindstaff, Martha Davis	\$12,000 + \$26,940 = \$38,940 Merger w/ Water Environment Research Foundation (WERF)
	Total:	\$226,905

**AGENCY-WIDE MEMBERSHIP BENEFIT DETAILS
FY 2016/2017**

Association of California Water Agencies (ACWA):

ACWA is the lead water policy advocacy organization in California and provides members with cost savings through an additional voice in state and federal legislative and regulatory arenas.

ACWA's federal affairs, legislative and regulatory activities advance bills and issues of concern to members, while halting potentially damaging measures. Initiatives include determining components of newly-passed water bond legislation, Bay Delta Conservation Plan and Delta Plan advocacy, long term water infrastructure financing, and renewable energy policy.

Representation: Martha Davis (committee member)

Dues: \$29,920 (*Approximately 2% decrease due to removal of Delta assessment*)

Bioenergy Association of California (BAC):

BAC was established to promote sustainable bioenergy production, which includes electricity, biogas, renewable liquid fuels, thermal energy and heat and power generated from organic waste.

BAC is focused on promoting community-scale bioenergy generation from a wide range of sustainably available organic waste sources, including dairy and agricultural waste, food and food processing waste, water treatment waste and other organic urban waste.

BAC's work is focused primarily on policy advocacy, communication, public education and outreach, research, and industry best practices.

Representation: Martha Davis, Pietro Cambiaso

Dues: \$5,500

California Association of Sanitation Agencies (CASA):

CASA serves as the lead advocacy group for wastewater agencies in California on legislative and regulatory issues. Since CASA employs legal representation, it is extremely effective on regulatory issues, particularly before the State Water Resources Control Board (SWRCB) and California Department of Health Services (CDPH), and has, in recent years, saved association members costs of individually having to address such issues as the proposed Whole Effluent Toxicity policy (WET) and draft SWRCB monitoring policy for Constituents of Emerging Concern in recycled water.

CASA maintains lobbyists in Sacramento and Washington, D.C., in addition to a Director of Regulatory Affairs. Priorities include adoption by SWRCB of acceptable WET policy, development with SWRCB of alternative approaches to nutrient issues to cost-effectively reduce impairments, and promotion of biosolids as a renewable energy resource.

Representation: Director Jasmin A. Hall (committee member), Martha Davis (committee member)
Dues: \$19,845

California Special Districts Association (CSDA):

CSDA is a statewide association of various independent special districts whose primary function is legislative advocacy. In the past year, CSDA played a vital role in coordinating responses to major legislative initiatives that impacted special districts, including redevelopment agency reform, proposed property tax shifts, and pension reform, successfully pushing back on changes that would have been harmful or increased costs to special districts.

The Agency was awarded the Transparency Certificate in 2015. The organization is very active on the legislative front working closely with our lobbyist on critical legislation that impacts the Agency. In 2015, CSDA continued to track and engage Agency staff on property tax and rate related issues. CSDA provides timely and essential training, including, but not limited to: Ethics, Board Secretary, Brown Act, and Proposition 26 and 218 requirements. CSDA also acts as a great resource for the Agency's self-insured programs.

Representation: Director Jasmin A. Hall, Christina Valencia
Dues: \$6,515

California Wastewater Climate Change Group:

CASA to absorb CWCCG.

Representation: Pietro Cambiaso, Martha Davis
Dues: \$0

Isle Utilities:

A Technology Approval Group (TAG) membership will serve as a valuable tool for IEUA staff to learn about new wastewater technologies that have the potential to provide significant benefits to the Agency. TAG gives its members access to a portfolio of new technologies while allowing its members to stay focused on their core businesses. TAG searches out technologies which are innovative and ready for potential trials, and then presents these technologies to its members. Members then have a vote on the top prospects, allowing those that align best with the members needs to take precedence.

The TAG membership also provides a forum for IEUA to request technology searches that relate to the Agency's specific needs and challenges. TAG members also have access to global industry trials, online support, and interactive workshops. Some of the southern California wastewater agencies that are members of TAG include Orange County Sanitation District, Irvine Ranch Water District, and the city of Escondido. IEUA's participation in TAG has provided value to staff in identifying technologies that can benefit future Agency projects and initiatives.

Quarterly TAG meetings were attended by Agency staff at Orange County Sanitation District. These all-day meetings provided valuable information relating to wastewater treatment (e.g., process optimization, reducing energy use, and resource recovery), and provided a forum to initiate further discussions with technology providers. The Technical Services Department's investigations on aeration performance and on-line nutrient analyzers have benefited significantly from the TAG membership.

Representation: Jeff Noelte
Dues: \$12,000

National Association of Clean Water Agencies (NACWA):

NACWA's active membership and close working relationship with Congress and the U.S. Environmental Protection Agency (EPA) allow members to interact with national policy makers and shape the course of America's environmental protection legislation.

Today's increasingly complex threats to water quality present many legislative and regulatory challenges to the wastewater treatment community. NACWA is responding to these challenges through heightened involvement in a broadening array of clean water concerns, such as advocating increased funding, developing enforceable controls on nonpoint sources, and working to improve the total maximum daily load (TMDL) program, in addition to a host of other clean water priorities.

Since its founding in 1970, NACWA has emerged as a nationally recognized leader in both the legislative and regulatory arenas and as a sought-after technical resource on water quality and ecosystem protection.

Representation: General Manager Joe Grindstaff
Dues: \$30,560

National Water Research Institute (NWRI):

NWRI provides valuable research and policy guidance to the industry on important issues affecting the usage of water, wastewater and recycled water. NWRI is highly regarded by the environmental regulatory community and often collaborates with regulators such as the California Division of Drinking Water and the Regional Water Quality Control Board at their request to provide expert panel support on water quality related issues. Through

strategic partnerships with leading organizations in the water and wastewater industries, NWRI sponsors projects and programs focused on ensuring safe, reliable, sources of water for current and future generations. Notable areas of focus are treatment technology and regulatory aspects of recycled water use.

IEUA Board Member Steven J. Elie currently serves on NWRI's Board of Directors (Jeff Noelte is designated as the alternate). NWRI is active in research in the field of water reuse and has produced guidelines for such projects as development of direct and indirect potable reuse projects. NWRI provides technical expertise and is a respected venue for development of technical review panels, both of which assist the Agency to advance its programs. Specifically, IEUA will utilize an NWRI expert panel for its recycled water injection effort and has previously used an expert panel to further its recycled water recharge program. NWRI includes IEUA staff in its formation of technical panels, as appropriate, giving IEUA an opportunity to provide leadership in selected fields.

Representation: Director Steven J. Elie, Jeff Noelte, Andy Campbell
Dues: \$50,000

Southern California Alliance of Publicly Owned Treatment Works (SCAP):

SCAP is organized under the "strength-in-numbers" concept in order to ensure that environmental regulations applied in southern California are appropriate, reasonable and cost-effective. Through the committee efforts information is gathered and disseminated to all members using the SCAP Monthly Update, published committee reports and periodic SCAP Alerts. SCAP provides specific leadership on key regulatory focus areas, such as air, water, energy, biosolids and collection systems, and works closely with CASA to communicate these issues at the state and federal level. Specialized committees have played an integral part in proactively affecting the outcome of proposed regulations that would have had significant economic impacts to the Agency.

Joe Grindstaff has served on the SCAP Board of Directors in previous years, and Chris Berch and Jesse Pompa have both served as the vice chair and/or chair of the energy committee.

Representation: General Manager Joe Grindstaff (Board member), Pietro Cambiaso
Dues: \$15,001

Southern California Salinity Management Coalition:

Formed in 2000, IEUA is a founding member of the Coalition, which addresses the complex problems of salt management in southern California. The Southern California Salinity Coalition has financially assisted IEUA on the water softener reduction project and regional board regulatory issues and continues to sponsor new research that will support the Chino Basin in addressing long term salt management issues.

Agency staff actively participates and serves on the Board of Directors for this organization. The meetings are very productive and cover a lot of ground in the area of salinity management within the southern California region. The coalition does not hold conferences, but periodically holds workshops for various stakeholders in which the Agency participates. The coalition membership includes agencies such as LACSD, OCWD, MWD, EMWD, and SDCWA to name a few. Some of the past efforts of this organization included assistance in the development of public outreach materials on salt management and water softeners and contributing funding to help with IEUA's water softener study. The main focus of this group is to coordinate salinity management strategies for water and wastewater agencies throughout southern California.

Representation: Chris Berch, Craig Proctor
Dues: \$10,000

WateReuse Association:

WateReuse Association is the lead advocate for water recycling in the nation. Membership in WateReuse includes state section membership. Regarding the use of recycled water, WateReuse Association has proactive programs, legislation, government relations, regulatory agency oversight, technology transfer and public education/outreach. At the national level, WateReuse Association is an advocate for Title XVI funding, and works closely with IEUA to ensure continued federal support for recycled water programs. The California section is active in legislative and regulatory affairs, and played a pivotal role in securing passage of IEUA's historic water softener legislation (AB1366). Ongoing priorities include protection of Title XVI funding, support of programs at the federal level and promoting legislation that advances potable reuse along with indirect potable reuse.

IEUA benefits from membership in the WateReuse Association. Martha Davis serves on the Board of Trustees for WateReuse California. The WateReuse Inland Empire chapter, the State and regional associations provide opportunities for IEUA participation in conferences and regional meetings. Many IEUA staff and board members have attended WateReuse conferences over the past few years. IEUA staff have presented at regional chapter meetings and State conferences, providing staff with invaluable leadership, networking and training opportunities. At various times, IEUA staff have made presentations for WateReuse regarding the IEUA recycled water distribution and recharge programs. WateReuse is an advocate of IEUA's goal of increased use of recycled water.

Representation: General Manager Joseph Grindstaff, Martha Davis (board member, committee member)
Dues: \$8,624

WateReuse Foundation:

WateReuse Foundation is an educational, nonprofit, public benefit corporation that serves as a centralized organization for the water and wastewater community to advance the science of water reuse, recycling, reclamation, and desalination. The Foundation's research covers a broad spectrum of issues, including chemical contaminants, microbiological agents, treatment technologies, salinity management, public perception, economics, and marketing.

The WateReuse Research Foundation has undertaken more than 150 research projects, applying more than \$46 million in federal, state and private funding to date, to create leading-edge programming that stimulates new knowledge, information programs and products to advance water recycling and desalination for the benefit of the nation's water supply.

Representation: General Manager Joe Grindstaff, Martha Davis

Dues: \$12,000 + \$26,940 – WERF = \$38,940 (*Merger with the Water Environment Research Foundation (WERF), so dues were increased*)

RESOLUTION NO. 2016-2-2

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE UTILITIES AGENCY*, SAN
BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING
AGENCY-WIDE ORGANIZATIONAL MEMBERSHIPS
AND AFFILIATIONS**

WHEREAS, the Board of Directors of Inland Empire Utilities Agency* authorized Agency-wide memberships in and affiliations with various organizations which benefit the Agency; and

WHEREAS, Section 71597 of the California Water Code requires that Agency-wide memberships must be approved by at least four-fifths (4/5) majority of its Directors.

NOW, THEREFORE, the Board of Directors of Inland Empire Utilities Agency* does hereby **RESOLVE, DETERMINE, AND ORDER** as follows:

Section 1. That this Board of Directors does hereby approve and authorize the fiscal year Agency-wide annual memberships in and affiliation with, and authorize the General Manager to execute payment of membership fees to these organizations (see attachment).

Section 2. That this Board of Directors does hereby approve and authorize the General Manager, or in his absence, his designee, to approve all Agency-wide annual memberships in and affiliation with, and payment of membership fees to these organizations less than \$5,000.00.

Section 3. That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships is hereby authorized.

Section 4. That the appropriation of funds necessary for the dues and/or fees associated with the Agency-wide memberships and employee professional memberships be authorized by the Board of Directors in the budget each fiscal year.

Section 5. Upon adoption of this resolution, Resolution No. 2015-2-2 is hereby rescinded in its entirety.

ADOPTED this 17th day of February, 2016.

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

ATTEST:

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

*A Municipal Water District

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2016-2-2, was adopted at a regular
meeting on February 17, 2016, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(SEAL)

* A Municipal Water District

AGENCY-WIDE MEMBERSHIP BENEFIT SUMMARY
(Greater than \$5,000)
FY 2016/2017

Membership	Representation	Estimated Dues
Association of California Water Agencies	Martha Davis	\$29,920 Approx. 2% decrease due to removal of Delta assessment
Bioenergy Association of California	Martha Davis, Pietro Cambiaso	\$5,500
California Association of Sanitation Agencies (CASA)	Director Hall, Martha Davis	\$19,845 3-5% increase from last year
California Special Districts Association (CSDA)	Director Hall, Christina Valencia	\$6,515
California Wastewater Climate Change Group	Pietro Cambiaso, Martha Davis	\$0 CASA will absorb CWCCG
Isle Utilities	Jeff Noelte	\$12,000
National Association of Clean Water Agencies (NACWA)	General Manager Joe Grindstaff	\$30,560
National Water Research Institute (NWRI)	Director Elie, Jeff Noelte, Andy Campbell	\$50,000
Southern Cal. Alliance of Publicly Owned Treatment Works (SCAP)	General Manager Joe Grindstaff, Pietro Cambiaso	\$15,001
Southern California Salinity Management Coalition	Chris Berch, Craig Proctor	\$10,000
WaterReuse Association	Director Hall, General Manager Joe Grindstaff, Martha Davis	\$8,624
WaterReuse Foundation	General Manager Joe Grindstaff, Martha Davis	\$12,000 + \$26,940 = \$38,940 Merger w/ Water Environment Research Foundation (WERF)
	Total:	\$226,905

INFORMATION

ITEM

2A

Laboratory Semi-Annual Update

February 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

1

Nel Groenveld
Manager of Laboratories

Laboratory Activities

- **1st half FY1516 Samples and Analyses**
 - Samples: 8,781 (38% Compliance related samples)
 - Analyses: 30,120 (51% Compliance related analyses)
- **NPDES**
 - New permit in effect Nov. 2015, updated compliance limits/sample monitoring.
 - Supporting Environmental Compliance group on RP5 Dioxin exceedance.
- **Laboratory Certification**
 - On-site inspection pending.
 - 100% acceptable results on 2015 Performance Evaluation samples.

- **Staffing**

- New hire: Brian Casillas – Intern

- **New Capital Equipment**

- Metals digestion block
- Advanced software/auto-sampler for Ion Chromatography



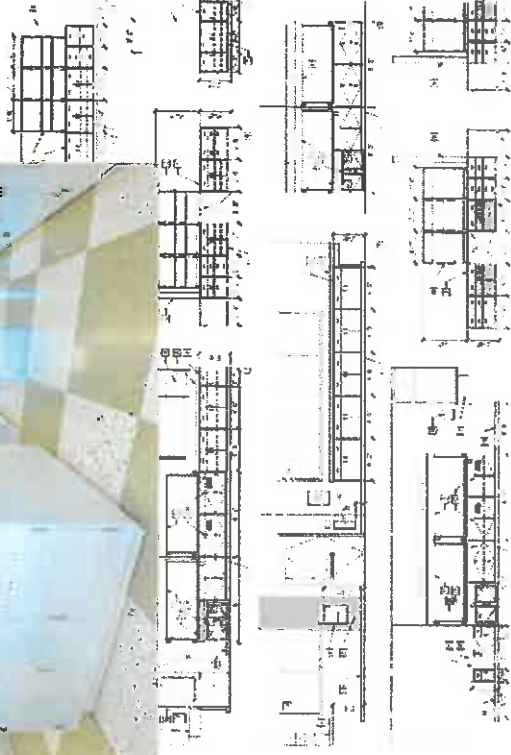
Metals digestion block

Water Quality Laboratory

Project EN15008



- **Current Laboratory Staff activities**
 - Review of 100% design
 - Lab/office furniture details
- **Schedule**
 - 100% design – January 2016
 - Advertise bid – February 2016
 - Award contract – May 2016
 - Construction complete – May 2019



Customer Service

Meeting IEUA Needs

- FY 15/16 KPIs

Performance Indicator		Goal	Actual
Sample Turnaround Time	Compliance	18 days	20
	Process Control	1 day	<1
Meet sample holding times		99%	99.97%

- Special projects
 - Technical Services Department
 - Struvite control
 - Online TOC meter evaluation
 - RP-4 Secondary treatment evaluation

Q

92

U

Uranium
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99

Es

Einsteinium
[254]

22

Ti

Titanium
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8

O

Oxygen
15 999

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N

Nitrogen
14.007

16

S

Sulfur
32.066



INFORMATION

ITEM

2B

Engineering and Construction Management Project Updates

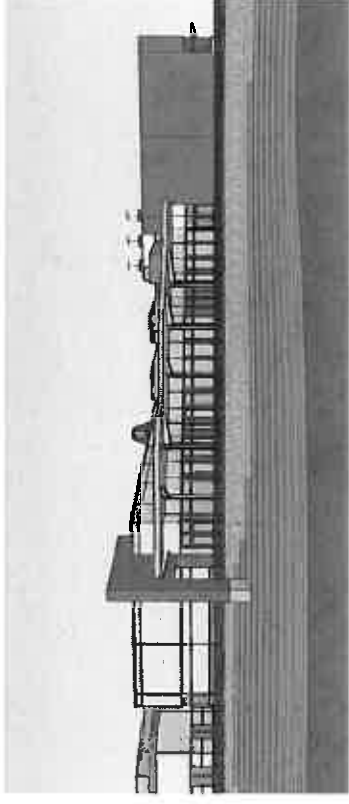
February 2016



Shaun Stone, P.E.
Manager of Engineering

EN15008 - Water Quality Laboratory

- **Engineering Consultant:** The Austin Company
- **Current contract:** \$1.37 M
- **Total project budget:** \$21 M
- **Scope of Work:** Design, construction and commissioning of Water Quality Laboratory
- **Current Activities:**
 - 100% design review
 - Constructability review follow-up
 - Construction cost estimate review/update
 - Projected Cost higher than anticipated
 - Solar system RFP finalization
 - Finalize fire alarm, communication and security interface
- **Focus Points:**
 - Complete final design
 - Contractors pre-qualification - Advertised on PlanetBids in early Jan 2016
 - Review SRF Loan and Grant Agreement requirements
 - Advertise bid anticipated February 29, 2016



Lab Rendering



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

EN16049 – Conference Rooms Audio-Visual (AV) Upgrades

- Engineering Consultant: Vantage Technology Consulting
- Current Contract: \$50 K
- Total Project Budget: \$700 K
- Scope of Work: Evaluate current and future AV needs
- Current Activities:
 - Needs analysis
 - Stakeholder interviews
- Focus Points:
 - Schedule site visits to see equipment functionality
 - Review and finalize needs analysis
 - Begin functional specification



Board Room Audio Visual



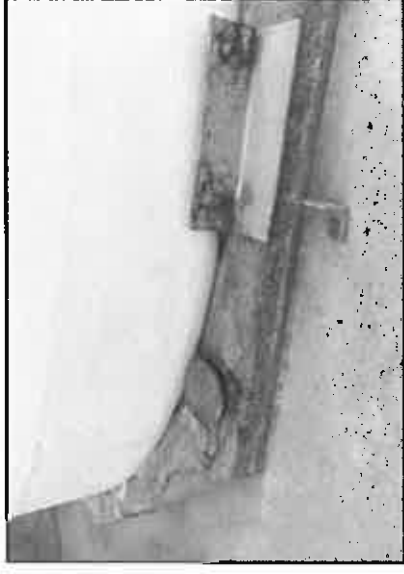
Event Center

EN14018 – RP-4 Disinfection Facility Improvements

- Engineering Consultant: IDS Group
- Current Contract: \$243 K
- Total Project Budget: \$2.4 M
- Scope of Work: Relocate chemical disinfection facility and retrofit existing chemical building for storage and offices
- Current Activities:
 - 60% Design
- Focus Point:
 - Finalize design



Corroded Existing at Chemical Building



Corrosion to Slab Under Chemical Tank
Inside Chemical Building

EN13040, EN13042 and EN13043 – Prado, Philadelphia and Montclair Communication Monopoles

- Contractor: Davis Electric
- Current Contract: \$564 K
- Total Project Budget: \$1.3 M
- Scope of Work: Install new communication poles and high speed SCADA system
- Current Activities:
 - Transferring from phone based wireless to a high speed integrated SCADA system
- Contract Completion: February 2016
- Percent Complete: 100%
- Focus Point:
 - Project closeout



Prado Communication
Monopole with Junction Boxes



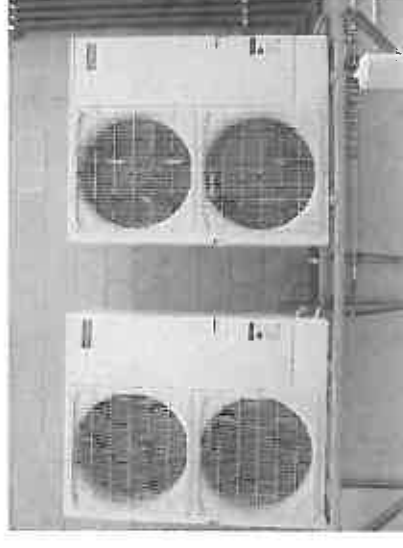
Montclair Communication
Monopole with New Parking Lot

EN15032 – Agency-Wide HVAC Improvements, Package No. 3

- **Engineering Consultant:** Allison Mechanical, Inc.
- **Current Contract:** \$431 K
- **Total Project Budget:** \$1.2 M
- **Scope of Work:** Replacement of air conditioning units for RP-1 Warehouse, RP-2 Dewatering Control building, RP-5 Power Center No. 3
- **Current Activities:**
 - Startup RP-2 Dewatering Control Building
 - Startup RP-5 HQ Building B Control Room
 - Mobilization RP-1 Warehouse
- **Contract Completion:** May 2016
- **Percent Complete:** 55%
- **Focus Point:**
 - RP-5 Power Center 3 Equip. procurement and delivery



Condenser Unit at RP-5 Control Room



RP-2 Dewatering Building Control
Room Condenser Units