

NOTICE OF MEETING

OF THE
**FINANCE, LEGAL, AND
ADMINISTRATION
COMMITTEE**

OF THE
BOARD OF DIRECTORS
OF THE



IS SCHEDULED FOR
WEDNESDAY, FEBRUARY 10, 2016
11:00 A.M.

*Or immediately following the
Engineering, Operations, and Biosolids Management
Committee Meeting*

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



**FINANCE, LEGAL, AND ADMINISTRATION
COMMITTEE MEETING
OF THE BOARD OF DIRECTORS
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, FEBRUARY 10, 2016
11:00 A.M.**

*Or immediately following the
Engineering, Operations, and Biosolids Management
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. CONSENT ITEMS

A. MINUTES

The Committee will be asked to approve the Finance, Legal, and Administration Committee meeting minutes of January 13, 2016.

B. GENERAL DISBURSEMENTS REPORT

It is recommended that the Committee/Board approve the total disbursements for the month of December 2015, in the amount of \$19,602,753.89.

2. **ACTION ITEMS**

A. **RESOLUTION NO. 2016-2-1, PARTICIPATION IN THE CALIFORNIA ASSET MANAGEMENT PROGRAM**

It is recommended that the Committee/Board adopt Resolution No. 2016-2-1, authorizing participation in the California Asset Management Program.

B. **CONTRACT AWARD FOR THE CARBON CANYON WASTEWATER REGIONAL FACILITY (CCWRF) LAWN CONVERSION IMPROVEMENT**

It is recommended that the Committee/Board:

1. Approve the landscape service contract for the CCWRF Lawn Conversion Improvements Project, for a not-to-exceed amount of \$190,000; and
2. Authorize the General Manager to execute the contract.

C. **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;
2. Approve a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) fund revenue and expenses in the amount of \$200,000; and
3. Authorize the General Manager to execute the contract.

D. **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.

E. PROJECT MANAGEMENT, ENGINEERING, AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES CONTRACT AWARD

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.

F. 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.

G. 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.

H. 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.

I. WATER PURCHASE AND STORAGE AGREEMENT

It is recommended that the Committee/Board:

1. Approve the Water Storage Agreement between Inland Empire Utilities Agency and Cucamonga Valley Water District for the purchase of up to 5,000 acre-feet of supplemental water;
2. Approve an inter-fund loan of up to \$3,000,000 from the Regional Operations and Maintenance (RO) Fund to the Water Resources (WW) Fund to support the water purchase; and
3. Authorize the General Manager, subject to non-substantial changes, to execute the Agreement and inter-fund loan.

J. ADOPTION OF RESOLUTION NO. 2016-2-3 FOR THE USBR WATERSMART: 2016 WATER AND ENERGY EFFICIENCY PROGRAM GRANT APPLICATION

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2016-2-3, authorizing the Agency to enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a grant application submitted on January 20, 2016, for the recycled water laterals for the California Steel Industries and the Auto Club Speedway to Increase Local Water Supply and Energy Efficiency Project (Project); and
2. Authorize the General Manager, Assistant General Managers, or his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

3. INFORMATIONAL ITEMS

A. UNFUNDED LIABILITIES FOR PENSION AND OTHER POST-EMPLOYMENT BENEFITS (POWERPOINT)

B. REGIONAL CONTRACT AMENDMENT AND RENEWAL UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

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

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

7. **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/Office Manager 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

**CONSENT
ITEM**

1A

MINUTES

**FINANCE, LEGAL, AND ADMINISTRATION
COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA**

**WEDNESDAY, JANUARY 13, 2016
11:00 A.M.**

COMMITTEE MEMBERS PRESENT

Steven J. Elie
Terry Catlin

COMMITTEE MEMBERS ABSENT

Gene Koopman, Chair

STAFF PRESENT

P Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Martha Davis, Executive Manager of Policy Development/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Jason Marseilles, Acting Senior Engineer
Shaun Stone, Manager of Engineering
Ken Titiau, 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 11:00 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Finance, Legal, and Administration Committee meeting minutes of December 9, 2015.
- ◆ Recommended that the Board approve the total disbursements for the month of November 2015 in the amount of \$11,062,357.92;
as a Consent Calendar 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 an Action 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 contract extension;

as a Consent Calendar Item on the January 20, 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
- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager P. Joseph Grindstaff had no comments.

COMMITTEE MEMBER COMMENTS

There were no additional Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requests for future agenda items.

With no further business, Director Elie adjourned the meeting at 11:23 a.m. in honor of the retirement of Ernest Yeboah, Executive Manager of Operations/Assistant General Manager.

Finance, Legal, and Administration Committee
January 13, 2016
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Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: FEBRUARY 10, 2016


**CONSENT
ITEM**


1B


Date: February 17, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (2/10/16)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of December 2015, in the amount of \$19,602,753.89.

BACKGROUND

December disbursement activity includes vendor payments (check numbers 211724-212240) of \$7,108,061.71 and workers compensation payments (check numbers 04374-04400) of \$9,728.68. The total amount of ACH and wire transfer payments is \$12,331,905.33, which includes payroll taxes in the amount of \$701,144.01. The total employee pay was \$1,510,194.75. The total pay for the Board of Directors was \$4,652.95.

Payment Type		Transactions	Total Amount
Check	Vendors	515	7,108,061.71
	Workers-Comp	27	9,728.68
	Payroll-Directors'	3	3,520.84
	Payroll-Others	130	149,537.33
Subtotal Check		675	\$7,270,848.56
ACH		145	\$6,948,810.66
Wire Transfer	Payroll-Net Pay	2	1,360,657.42
	Payroll-Directors	1	1,132.11
	Others	18	4,021,305.14
Subtotal Wires		21	\$5,383,094.67
TOTAL		841	\$19,602,753.89

Report on General Disbursements

February 17, 2016

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

Vendor	Amount	Description
Chino Basin Desalter	5,764,981.75	USBR Grants Pass Through
MWD	2,507,558.05	October 2015 Water Purchase
SWRCB Acct'g Office	1,958,231.45	SRF Rpymt #1, #11, #19
LA County Sanitation	1,230,029.88	15/16 2QTR Wstwtr Trmnt Surchg
PERS	753,597.33	P/R 24, P/R 25 Contribution; 12/15 Hlth Ins
So Cal Edison	582,297.72	Nov'15 Electric Svc; Sept.& Oct. Billing Adj's
IRS	581,814.87	P/R 24, P/R 25, P/R 26 Taxes

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Bank CBB
Bank Key 122234149
Acct number CHECK 231167641

CITIZENS BUSINESS BANK
ONTARIO CA 917610000

Check	Check number from to	Payment	Print date	Ctry	Amount paid (FC)	Recipient/vold f-escm code	Issue /void
211724	2200071210	12/03/2015	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	12/11/2015	
211725	2200071176	12/03/2015	USD	838.77	AIRGENS WEST INC PASADENA CA	12/15/2015	
211726	2200071212	12/03/2015	USD	1,115.40	ALTA FOODCRAFT COFFEE ORANGE CA	12/16/2015	
211727	2200071205	12/03/2015	USD	3,140.00	AMP MECHANICAL INC COSTA MESA CA	12/10/2015	
211728	2200071192	12/03/2015	USD	105.00	ASBCSD HESPERIA CA	12/09/2015	
211729	2200071159	12/03/2015	USD	30,277.33	ASSOC OF CALIFORNIA WATER AGENS SACRAMENTO CA	12/23/2015	
211730	2200071219	12/03/2015	USD	1,115.21	AUTOZONE INC ATLANTA GA	12/09/2015	
211731	2200071237	12/03/2015	USD	780.29	BARKER, JOHN MICHAEL CHINO HILLS CA	12/11/2015	
211732	2200071170	12/03/2015	USD	1,649.96	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	12/08/2015	
211733	2200071247	12/03/2015	USD	228.85	BOUGHAN, ARIN CHINO HILLS CA	12/09/2015	
211734	2200071186	12/03/2015	USD	187.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	12/14/2015	
211735	2200071209	12/03/2015	USD	95.00	CALIFORNIA CAMPER SHELLS ONTARIO CA	12/08/2015	
211736	2200071223	12/03/2015	USD	9,468.33	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	12/08/2015	
211737	2200071187	12/03/2015	USD	196.47	CALGEMPIC SAFETY CORONA CA	12/08/2015	
211738	2200071238	12/03/2015	USD	60.00	CAMBASO, PIETRO CHINO HILLS CA	12/09/2015	
211739	2200071240	12/03/2015	USD	86.25	CARNER, JOSEPH CHINO HILLS CA	12/09/2015	
211740	2200071198	12/03/2015	USD	6,400.00	CASC ENGINEERING AND CONSULTING COLTON CA	12/09/2015	
211741	2200071225	12/03/2015	USD	1,250.00	CHAPSS CHINO CA	01/05/2016	
211742	2200071185	12/03/2015	USD	1,982.00	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	12/08/2015	
211743	2200071203	12/03/2015	USD	3,780.68	CIVITAS CORPORATION LOC#150 PHOENIX AZ	12/10/2015	
211744	2200071248	12/03/2015	USD	300.00	COSSAIR, ANSON MONTEREY PARK CA	12/09/2015	
211745	2200071199	12/03/2015	USD		voided by PJACKSON Wiong, Raynes	12/17/2015	
211746	2200071204	12/03/2015	USD	4,254.04	CUMMINS CAL PACIFIC LLC LOS ANGELES CA	12/07/2015	
211747	2200071200	12/03/2015	USD	375.06	DANSON CO. POMONA CA	12/08/2015	
211748	2200071224	12/03/2015	USD	500.00	DEBBY FIGONI ALTADENA CA	12/14/2015	
211749	2200071184	12/03/2015	USD	11,276.19	DEAL MARKETING I.P. PASADENA CA	12/03/2015	
211750	2200071214	12/03/2015	USD	6,100.17	DOWNIS ENERGY CORONA CA	12/08/2015	
211751	2200071195	12/03/2015	USD	121.08	E 2 PARTY RENTALS POMONA CA	12/08/2015	
211752	2200071217	12/03/2015	USD	202.02	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	12/08/2015	
211753	2200071218	12/03/2015	USD	1,500.00	EPI-USE AMERICA INC ATLANTA GA	12/23/2015	
211754	2200071249	12/03/2015	USD	550.76	ESPINOZA, CARLOS RANCHO CUCAMONGA CA	12/09/2015	
211755	2200071226	12/03/2015	USD	448.95	ETWANDA SCHOOL DISTRICT ETWANDA CA	01/05/2016	
211756	2200071216	12/03/2015	USD	4,840.00	EUFOPINS EATON ANALYTICAL, INGRAPEVINE TX	12/08/2015	
211757	2200071191	12/03/2015	USD	857.80	EXPRESS PIPE & SUPPLY INC ANAHEIM CA	12/14/2015	
211758	2200071171	12/03/2015	USD	1,161.17	FISHER SCIENTIFIC LOS ANGELES CA	12/09/2015	
211759	2200071183	12/03/2015	USD	4,089.90	FLAND COMPONENTS INTERNATIONAL SAN MARCOS CA	12/09/2015	
211760	2200071222	12/03/2015	USD	4,000.00	FONTANA UNIFIED SCHOOL DISTRICT FONTANA CA	12/09/2015	
211761	2200071234	12/03/2015	USD	675.17	FONTANA WATER COMPANY FONTANA CA	12/10/2015	
211762	2200071235	12/03/2015	USD	2,313.16	FOUNDATION HA ENERGY GENERALIST SAN FRANCISCO CA	12/08/2015	
211763	2200071215	12/03/2015	USD	12,220.25	GHD PASADENA CA	12/08/2015	
211764	2200071181	12/03/2015	USD	1,600.00	GOVERNMENT FINANCE OFFICERS ASHCICAGO IL	12/10/2015	
211765	2200071199	12/03/2015	USD		voided by SHEATH - Printed incorrectly	12/03/2015	
211766	2200071178	12/03/2015	USD	250.03	GRAINGER INC LAKE FOREST IL	12/08/2015	
211767	2200071172	12/03/2015	USD	10,698.95	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/08/2015	

Bank	CBB	CITIZENS BUSINESS BANK	Ontario CA	917610000		
Bank Key	122234149					
Acct number	CHECK	231167641				
Check number from to	Payment	Print Date	Crcy	Amount paid (Pct)	Rec'd agent/void reason code	Exec /void
211768	2200071207	12/03/2015	USD	12,701.78	HARRIS STEEL FENCE CO INC LOS ANGELES CA	12/14/2015
211769	2200071230	12/03/2015	USD	466.24	HEIDEK INSPECTION GROUP ONTARIO CA	12/15/2015
211770	2200071173	12/03/2015	USD	264.56	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/08/2015
211771	2200071250	12/03/2015	USD	300.00	HSLAO, MAI-TZU CHINO CA	12/09/2015
211772	2200071190	12/03/2015	USD	364.91	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	12/09/2015
211773	2200071262	12/03/2015	USD	9,571.84	ANTHROPATED DESIGN SERVICES INC IRVINE CA	01/09/2016
211774	2200071208	12/03/2015	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	12/09/2015
211775	2200071180	12/03/2015	USD	16,369.32	JWC ENVIRONMENTAL LOGS ANGELES CA	12/08/2015
211776	2200071174	12/03/2015	USD	2,725.69	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	12/07/2015
211777	2200071220	12/03/2015	USD	1,024.09	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	12/28/2015
211778	2200071193	12/03/2015	USD	4,400.00	LIBBERT CASSIDY WHITMORE LOS ANGELES CA	12/10/2015
211779	2200071194	12/03/2015	USD	60.00	LIBBERT CASSIDY WHITMORE LOS ANGELES CA	12/10/2015
211780	2200071211	12/03/2015	USD	777.62	MAILFINANCE INC CHICAGO IL	12/08/2015
211781	2200071188	12/03/2015	USD	2,843.09	MCMASTER-CARR SUPPLY CO CHICAGO IL	12/10/2015
211782	2200071221	12/03/2015	USD	41.40	MEDIROS, SHAWN CHINO HILLS CA	12/10/2015
211784	2200071236	12/03/2015	USD	1,725.00	MICROAGE PHOENIX AZ	12/21/2015
211785	2200071189	12/03/2015	USD	213.63	MIDPOINT BEARING ONTARIO CA	12/09/2015
211786	2200071175	12/03/2015	USD	1,450.80	MINE SAFETY APPLIANCES CO PITTSBURGH PA	12/08/2015
211787	2200071177	12/03/2015	USD	136.08	MISSION REPROGRAPHICS RIVERSIDE CA	12/11/2015
211788	2200071246	12/03/2015	USD	23.40	NRANGTA, SAPNA CHINO HILLS CA	12/14/2015
211789	2200071239	12/03/2015	USD	167.00	OLSON HAGEL & FISHERN LLP SACRAMENTO CA	12/09/2015
211790	2200071243	12/03/2015	USD	70.00	PANTAYATONG, KAMES CHINO HILLS CA	12/23/2015
211791	2200071244	12/03/2015	USD	29.79	PLANK, KATHERINE CHINO HILLS CA	12/15/2015
211792	2200071245	12/03/2015	USD	46.00	PEREZ, HARRY CHINO HILLS CA	12/07/2015
211793	2200071229	12/03/2015	USD	67.79	POPE, SERINA CHINO HILLS CA	12/07/2015
211794	2200071242	12/03/2015	USD	75.00	PUBLIC AGENCY SAFETY ORANER CA	12/13/2015
211795	2200071242	12/03/2015	USD	383.53	ROBISON, JOHN CHINO HILLS CA	12/17/2015
211796	2200071196	12/03/2015	USD	1,258.45	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/07/2015
211797	2200071232	12/03/2015	USD	35.00	SCAP ENCINITAS CA	12/09/2015
211798	2200071201	12/03/2015	USD	163,028.48	SO CALIF EDISON ROSEMEAD CA	12/14/2015
211799	2200071241	12/03/2015	USD	118,491.44	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	12/09/2015
211800	2200071251	12/03/2015	USD	154.00	VASQUEZ, RUBEN CHINO HILLS CA	12/09/2015
211801	2200071238	12/03/2015	USD	643.22	VAZQUEZ, RUTH CHINO HILLS CA	12/14/2015
211802	2200071182	12/03/2015	USD	55,279.81	VELODYNE LOUISVILLE CO	12/09/2015
211803	2200071231	12/03/2015	USD	218.00	WATER ENVIRONMENT FEDERATION BOSTON MA	12/10/2015
211804	2200071227	12/03/2015	USD	4,999.00	WATSK ISAC WASHINGTON DC	12/10/2015
211805	2200071213	12/03/2015	USD	525.00	WATER RESOURCES PLANNING SANTA ANA CA	12/15/2015
211806	2200071206	12/03/2015	USD	13,387.00	WHITE NELSON DUEHL EVANS LLP IRVINE CA	12/08/2015
211807	2200071260	12/07/2015	USD	3,307.50	ZAPPIA LAW FIRM LOS ANGELES CA	12/08/2015
211808	2200071265	12/07/2015	USD	24.15	CHENG, TINA CHINO HILLS CA	12/08/2015
211809	2200071266	12/07/2015	USD	19,532.40	GRAINER PALATINE IL	12/14/2015
211810	2200071269	12/07/2015	USD	931.37	GRAVENA ELECTRIC CO LOS ANGELES CA	12/15/2015
211811	2200071274	12/07/2015	USD	3,297.92	HACH COMPANY CHICAGO IL	12/14/2015
				54,530.39	OLIN CORP ATLANTA GA	12/14/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

ONTARIO CA 917610000

CITIZENS BUSINESS BANK

CBB
 122234149
 CHECK

231167641

Check	Check number from to	Payment	Post date	Cy	Amount paid (FC)	Recipient/Void reason code	Date / Void
211812	2200071270	12/07/2015	USD	1,685.00	OSTS INC CHINO CA	12/14/2015	
211813	2200071268	12/07/2015	USD	2,300.40	PALM AUTO DETAIL INC COLTON CA	12/15/2015	
211814	2200071267	12/07/2015	USD	2,913.78	POLYDYNE INC ATLANTA GA	12/14/2015	
211815	2200071277	12/07/2015	USD	488.64	PREMIUM PROMOTIONALS OPLAND CA	12/18/2015	
211816	2200071276	12/07/2015	USD	404.00	PRO FLOW DYNAMICS LLC CORONA CA	12/16/2015	
211817	2200071263	12/07/2015	USD	6,488.07	RAMONA TIRE & SERVICE CENTERS HEMET CA	12/18/2015	
211818	2200071264	12/07/2015	USD	18,079.75	RMA GROUP RANCHO CUCAMONGA CA	12/16/2015	
211819	2200071275	12/07/2015	USD	42,773.54	SKILSOFT CORPORATION ATLANTA GA	12/14/2015	
211820	2200071279	12/07/2015	USD	61.56	SO CALIF GAS MONTEREY PARK CA	12/17/2015	
211821	2200071271	12/07/2015	USD	9,773.00	STANTEC CONSULTING INC CHICAGO IL	12/14/2015	
211822	2200071272	12/07/2015	USD	1,398.00	STARLIGHT EDUCATION INC NEWPORT BEACH CA	12/17/2015	
211823	2200071273	12/07/2015	USD	22,055.97	U. S. BANK ST LOUIS MO	12/16/2015	
211824	2200071278	12/07/2015	USD	9,800.00	WEST COAST ADVISORS SACRAMENTO CA	12/16/2015	
211825	2200071307	12/10/2015	USD	1,212.46	AIRGAS WEST INC PASADENA CA	12/18/2015	
211826	2200071326	12/10/2015	USD	275.00	ASSOC SAN BERNARDINO CNTY SPECSAN BERNARDINO CA	12/18/2015	
211827	2200071328	12/10/2015	USD	593.36	BOAT BARN INC IRVINE CA	12/18/2015	
211828	2200071336	12/10/2015	USD	4,625.00	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	12/18/2015	
211829	2200071329	12/10/2015	USD	6,144.00	BURIER ENGINEERING INC TUSTIN CA	12/18/2015	
211830	2200071343	12/10/2015	USD	55.00	CALIFORNIA CAMPER SHELLS ONTARIO CA	12/21/2015	
211831	2200071340	12/10/2015	USD	6,000.00	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	12/16/2015	
211832	2200071351	12/10/2015	USD	6,391.52	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	12/16/2015	
211833	2200071373	12/10/2015	USD	179.00	CAMPBELL, CONNIE CHINO HILLS CA	12/16/2015	
211834	2200071319	12/10/2015	USD	99.00	CARPO INC YUBA CITY CA	12/17/2015	
211835	2200071371	12/10/2015	USD	147.63	KARL H TAYLOR III CRYSTAL RIVER FL	12/17/2015	
211836	2200071294	12/10/2015	USD	232.96	CARL WARREN & COMPANY LOS ANGELES CA	12/14/2015	
211837	2200071322	12/10/2015	USD	55,695.89	CAROLLO ENGINEERS SACRAMENTO CA	12/18/2015	
211838	2200071318	12/10/2015	USD	6,451.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	12/18/2015	
211839	2200071335	12/10/2015	USD	2,254.90	CHINAS CORPORATION LOC#150 PHOENIX AZ	12/17/2015	
211840	2200071370	12/10/2015	USD	723.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	01/04/2016	
211841	2200071357	12/10/2015	USD	4,865.62	CITY OF CHINO CHINO CA	12/14/2015	
211842	2200071347	12/10/2015	USD	39,608.80	CONSERV CONSTRUCTION INC MURRIETA CA	12/16/2015	
211843	2200071296	12/10/2015	USD	1,230,029.98	COUNTY SANITATION DISTRICTS OF WHITTIER CA	12/15/2015	
211844	2200071359	12/10/2015	USD	165.04	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	12/15/2015	
211845	2200071297	12/10/2015	USD	681.99	DAPAUX COMPANY, THE LOS ANGELES CA	12/16/2015	
211846	2200071338	12/10/2015	USD	500.00	DAVE'S PLUMBING CHINO HILLS CA	12/16/2015	
211847	2200071346	12/10/2015	USD	88.08	DAVID WHEELER'S PEST CONTROL MURRIETA CA	12/23/2015	
211848	2200071316	12/10/2015	USD	11,423.76	DELL MARKETING L P PASADENA CA	12/15/2015	
211849	2200071349	12/10/2015	USD	1,086.96	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	12/15/2015	
211850	2200071348	12/10/2015	USD	710.00	EUROFINS EATON ANALYTICAL, INCORPORATED TX	12/16/2015	
211851	2200071356	12/10/2015	USD	700.00	FIREHAWK FIRE & SAFETY SAN DIEGO CA	12/23/2015	
211852	2200071298	12/10/2015	USD	1,717.60	FISHER SCIENTIFIC LOS ANGELES CA	12/14/2015	
211853	2200071323	12/10/2015	USD	8,285.18	FLORENCE FILTER CORP COMPTON CA	12/18/2015	
211854	2200071315	12/10/2015	USD	3,119.36	FLUID COMPONENTS INTERNATIONAL SAN MARCOS CA	12/17/2015	
211855	2200071314	12/10/2015	USD	195.22	FLM INC HUNTINGTON CA	12/17/2015	

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211857	2200071369	12/10/2015	USD	1,717.87	FRANCHISE TAX BOARD SACRAMENTO CA	12/24/2015
211858	2200071312	12/10/2015	USD	5,000.00	GOVERNMENT FINANCE OFFICERS ASHCICAGO IL	12/16/2015
211859	2200071310	12/10/2015	USD	3,227.91	GRAINER PALATINE IL	12/16/2015
211860	2200071331	12/10/2015	USD	2,900.22	HACH COMPANY CHICAGO IL	12/21/2015
211861	2200071399	12/10/2015	USD	2,192.08	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/15/2015
211862	2200071300	12/10/2015	USD	696.65	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/16/2015
211863	2200071354	12/10/2015	USD	706.22	HEIDER INSPECTION GROUP ONTARIO CA	12/24/2015
211864	2200071301	12/10/2015	USD	419.30	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/18/2015
211865	2200071365	12/10/2015	USD	207.00	IEBA EMPLOYEES' ASSOCIATION CHINO HILLS CA	
211866	2200071366	12/10/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCUMONGA CA	
211867	2200071302	12/10/2015	USD	263.05	J. G. TUCKER & SON INC. COVINA CA	
211868	2200071378	12/10/2015	USD	40.66	JEFFREYS, SUMMER CHINO HILLS CA	12/22/2015
211869	2200071303	12/10/2015	USD	410.24	JOHNSON POWER SYSTEMS LOS ANGELES CA	12/18/2015
211870	2200071317	12/10/2015	USD	1,193.40	JON'S FLAGS & POLES RIVERSIDE CA	12/14/2015
211871	2200071311	12/10/2015	USD	3,772.58	JWC ENVIRONMENTAL LOS ANGELES CA	12/24/2015
211872	2200071320	12/10/2015	USD	10.58	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	12/17/2015
211873	2200071352	12/10/2015	USD	137.04	LINDSAY ENGINEERING, INC. CARMARILLO CA	12/16/2015
211874	2200071313	12/10/2015	USD	129.40	MAG SYSTEMS INC MONROVIA CA	12/21/2015
211875	2200071376	12/10/2015	USD	57.00	MALKANI, SURESH CHINO HILLS CA	12/15/2015
211876	2200071372	12/10/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	12/15/2015
211877	2200071350	12/10/2015	USD	6,116.20	MICROAGE PHOENIX AZ	12/15/2015
211878	2200071324	12/10/2015	USD	214.77	MIDPOINT BEARING ONTARIO CA	12/15/2015
211879	2200071308	12/10/2015	USD	302.70	MISSION REPROGRAPHICS RIVERSIDE CA	12/16/2015
211880	2200071375	12/10/2015	USD	74.92	MORGAN PERALES, LISA CHINO HILLS CA	12/15/2015
211881	2200071330	12/10/2015	USD	895.00	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	12/22/2015
211882	2200071334	12/10/2015	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	12/18/2015
211883	2200071374	12/10/2015	USD	49.92	NEIGHBORS, CLAUDIA CHINO HILLS CA	12/15/2015
211884	2200071339	12/10/2015	USD	739.16	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	12/17/2015
211885	2200071377	12/10/2015	USD	2,692.52	O'BRIEN, MICHELLE CHINO HILLS CA	12/14/2015
211886	2200071358	12/10/2015	USD	262.84	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	12/14/2015
211887	2200071368	12/10/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	12/17/2015
211888	2200071309	12/10/2015	USD	552.59	PETTY CASH EXPENDITURES CHINO CA	12/16/2015
211889	2200071325	12/10/2015	USD	675.00	RED WING SHOE STORE UPLAND CA	12/16/2015
211890	2200071361	12/10/2015	USD	25.00	SCPPA-HR LOS ANGELES CA	12/21/2015
211891	2200071361	12/10/2015	USD	24,621.24	SO CALIF EDISON ROSMEAD CA	12/15/2015
211892	2200071362	12/10/2015	USD	837.04	SO CALIF GAS MONTEREY PARK CA	12/18/2015
211893	2200071355	12/10/2015	USD	160,210.00	SURETEC INSURANCE COMPANY HOUSTON TX	12/23/2015
211894	2200071333	12/10/2015	USD	1,750,380.04	SMRCB ACCOUNTING OFFICE SACRAMENTO CA	12/16/2015
211895	2200071342	12/10/2015	USD	9,769.58	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	12/15/2015
211896	2200071353	12/10/2015	USD	1,616.50	V3IT CONSULTING INC MAPERVILLE IL	12/15/2015
211897	2200071360	12/10/2015	USD	1,097.50	VERIZON CALIFORNIA DALLAS TX	12/16/2015
211898	2200071363	12/10/2015	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	12/16/2015
211899	2200071327	12/10/2015	USD	2,760.70	VERIZON WIRELESS DALLAS TX	12/17/2015

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211900	2200071332	12/10/2015	USD	1,442.64	WORLDWIDE EXPRESS ALBANY NY	12/15/2015	
211901	2200071380	12/10/2015	USD	1,477.13	RACE, JASON CHINO HILLS CA	12/14/2015	
211902	2200071516	12/17/2015	USD	75,692.20	ALLISON MECHANICAL, INC. REDLANDS CA	12/22/2015	
211903	2200071519	12/17/2015	USD	5,502.50	ALTA PACIFIC BANK TEMECULA CA	12/22/2015	
211904	2200071534	12/17/2015	USD	23.53	ALVARADO, ROSEMARY CHINO HILLS CA	12/30/2015	
211905	2200071415	12/17/2015	USD	1,124.74	APPARIED INDUSTRIAL TECHNOLOGIES MONTANA CA	12/29/2015	
211906	2200071455	12/17/2015	USD	220.00	ATMAA INC CALABASAS CA	12/23/2015	
211907	2200071498	12/17/2015	USD	57,398.08	ATOM ENGINEERING CONSTRUCTION HEMET CA	12/21/2015	
211908	2200071503	12/17/2015	USD	266.28	AUTOZONE INC ATLANTA GA	12/24/2015	
211909	2200071470	12/17/2015	USD	356.25	BENNY NEVADA LLC LOS ANGELES CA	12/21/2015	
211910	2200071533	12/17/2015	USD	6,684.34	BURTEC WASTE INDUSTRIES INC BUENA PARK CA	12/24/2015	
211911	2200071532	12/17/2015	USD	1,361.15	BURTEC WASTE INDUSTRIES INC FONTANA CA	12/24/2015	
211912	2200071518	12/17/2015	USD	8,914.25	BUSINESS CARD WILMINGTON DE	12/22/2015	
211913	2200071510	12/17/2015	USD	9,465.60	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	12/22/2015	
211914	2200071542	12/17/2015	USD	230.45	CAMACHO, MICHAEL CHINO HILLS CA	12/22/2015	
211915	2200071560	12/17/2015	USD	62.10	CAMPOS, JESSE CHINO HILLS CA	12/22/2015	
211916	2200071437	12/17/2015	USD	78.00	CAPO INC YUBA CITY CA	12/30/2015	
211917	2200071536	12/17/2015	USD	423.94	CARLIN, TERRY CHINO HILLS CA	01/04/2016	
211918	2200071499	12/17/2015	USD	172.86	CHINO MOWER & ENGINE SERVICE CHINO CA	12/22/2015	
211919	2200071430	12/17/2015	USD	402.00	CITY OF ONTARIO ONTARIO CA	12/22/2015	
211920	2200071409	12/17/2015	USD	20.67	CITY RENTALS INC ONTARIO CA	12/24/2015	
211921	2200071309	12/17/2015	USD	11,977.21	COMMUNICATIONS USA INC ESCONCIDO CA	12/23/2015	
211922	2200071484	12/17/2015	USD	786.75	CPS HUMAN RESOURCE SERVICES SAN FRANCISCO CA	12/29/2015	
211923	2200071467	12/17/2015	USD	2,991.33	CS-AWS&C HUNTINGTON BEACH CA	12/26/2015	
211924	2200071525	12/17/2015	USD	479.73	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	12/24/2015	
211925	2200071482	12/17/2015	USD	125.00	DAVE'S PLUMBING CHINO HILLS CA	12/22/2015	
211926	2200071494	12/17/2015	USD	50.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	12/31/2015	
211927	2200071466	12/17/2015	USD	76,422.42	DAVIS ELECTRIC INC YUCAIPA CA	12/24/2015	
211928	2200071450	12/17/2015	USD	13,592.65	DUDEK & ASSOCIATES INC ENCINITAS CA	12/22/2015	
211929	2200071535	12/17/2015	USD	27.98	ECHAVARRIA, CAROLYN CHINO HILLS CA	12/22/2015	
211930	2200071543	12/17/2015	USD	828.85	ELIS, STEVE CHINO HILLS CA	12/22/2015	
211931	2200071502	12/17/2015	USD	695.00	EUROFENS PATON ANALYTICAL, INDOGRAPEVINE TX	12/22/2015	
211932	2200071514	12/17/2015	USD	82.96	EVOODA WATER TECHNOLOGIES LLC PITTSBURGH PA	12/24/2015	
211933	2200071411	12/17/2015	USD	2,022.41	FISHER SCIENTIFIC LOS ANGELES CA	12/23/2015	
211934	2200071431	12/17/2015	USD	888.41	GENERAL BOTTLE INC LOS ANGELES CA	12/24/2015	
211935	2200071515	12/17/2015	USD	33,286.91	GLOBAL POWER GROUP, INC. LAKESIDE CA	12/22/2015	
211936	2200071429	12/17/2015	USD	1,917.34	GRAINGER PALATINE IL	12/22/2015	
211937	2200071458	12/17/2015	USD	151.71	HACH COMPANY CHICAGO IL	12/22/2015	
211938	2200071412	12/17/2015	USD	1,114.61	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/23/2015	
211939	2200071415	12/17/2015	USD	166.08	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/23/2015	
211940	2200071538	12/17/2015	USD	80.25	HOOVEN, PAULA CHINO HILLS CA	12/28/2015	
211941	2200071544	12/17/2015	USD	25.60	HUNTER, BONNIE CHINO HILLS CA	12/31/2015	
211942	2200071479	12/17/2015	USD	1,373.40	INTEGRATED DESIGN SERVICES INC IRVINE CA	12/22/2015	
211943	2200071414	12/17/2015	USD	128,694.49	J. R. WILANC CONSTRUCTION CO. INCSCONDIDO CA	01/05/2016	

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Acct number CHECK 231167641

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211945	2200071450	390.00	12/17/2015	USD	JURUPA UNIFIED SCHOOL DISTRICT/URUPA VALLEY CA	01/07/2016	
211946	2200071497	117.00	12/17/2015	USD	KIM'S MASTER AUTO REPAIR CHINO CA	12/22/2015	
211947	2200071504	896.00	12/17/2015	USD	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	12/22/2015	
211948	2200071492	10,154.00	12/17/2015	USD	KITCHELL CEM SACRAMENTO CA	12/22/2015	
211949	2200071439	2,705.41	12/17/2015	USD	KONICA MINOLTA PASADENA CA	12/22/2015	
211950	2200071438	211.06	12/17/2015	USD	KONICA MINOLTA PASADENA CA	12/28/2015	
211951	2200071537	269.05	12/17/2015	USD	LEB, SYLVIE CHINO HILLS CA	12/22/2015	
211952	2200071451	10,513.80	12/17/2015	USD	LOS SERRANOS GOLF & COUNTRY CLCHINO HILLS CA	12/22/2015	
211953	2200071441	27.94	12/17/2015	USD	MEWMASTER-CARR SUPPLY CO. CHICAGO IL	12/24/2015	
211954	2200071483	10,095.38	12/17/2015	USD	MERCHANTS BUILDING MAINTENANCE/MONTEREY PARK CA	12/22/2015	
211955	2200071505	2,422.60	12/17/2015	USD	MICROAGE PHOENIX AZ	12/22/2015	
211956	2200071443	21.30	12/17/2015	USD	MIDPOINT HEARING ONTARIO CA	12/22/2015	
211957	2200071471	198,073.25	12/17/2015	USD	MIKE SUBALO CONSTRUCTION CO. INGALDWIN PARK CA	12/22/2015	
211958	2200071416	552.71	12/17/2015	USD	MINE SAFETY APPLIANCES CO PITTSBURGH PA	12/22/2015	
211959	2200071539	313.83	12/17/2015	USD	MORGAN-PERALES, LISA CHINO HILLS CA	12/22/2015	
211960	2200071513	13,650.00	12/17/2015	USD	MSO TECHNOLOGIES INC THOUSAND OAKS CA	12/22/2015	
211961	2200071459	25,000.00	12/17/2015	USD	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	12/22/2015	
211962	2200071435	188.74	12/17/2015	USD	O-RIMES & THINGS FONTANA CA	01/05/2016	
211963	2200071410	2,442.17	12/17/2015	USD	OFFICE DEPOT LOS ANGELES CA	12/22/2015	
211964	2200071480	32,855.88	12/17/2015	USD	OLIN CORP ATLANTA GA	12/23/2015	
211965	2200071432	1,200.00	12/17/2015	USD	ONTARIO FIRE EXTINGUISHER CO. ONTARIO CA	12/22/2015	
211966	2200071522	7,700.00	12/17/2015	USD	ONTARIO MILLS SHOPPING MALL ONTARIO CA	12/30/2015	
211967	2200071524	4,811.70	12/17/2015	USD	ONTARIO MUNICIPAL UTILITIES CO/ONTARIO CA	12/22/2015	
211968	2200071417	162.00	12/17/2015	USD	PATTON SALES CORP ONTARIO CA	12/22/2015	
211969	2200071428	597.84	12/17/2015	USD	PEURIS ROAD SERVICE FULLERTON CA	12/24/2015	
211970	2200071462	2,596.81	12/17/2015	USD	PLUMBERS DEPOT INC HAWTHORNE CA	12/23/2015	
211971	2200071507	1,940.82	12/17/2015	USD	PMC ENGINEERING LLC DANBURY CT	12/23/2015	
211972	2200071456	1,091.06	12/17/2015	USD	PONTON INDUSTRIES INC YORBA LINDA CA	12/23/2015	
211973	2200071418	526.14	12/17/2015	USD	RAMONA TIRE & SERVICE CENTERS HEMET CA	12/23/2015	
211974	2200071495	460.00	12/17/2015	USD	RAUL'S AUTO TRIM INC ONTARIO CA	12/23/2015	
211975	2200071439	245.50	12/17/2015	USD	RAYNE WATER CONDITIONING COVINA CA	12/23/2015	
211976	2200071408	2.97	12/17/2015	USD	REM LOCK & KEY ONTARIO CA	12/28/2015	
211977	2200071444	183.53	12/17/2015	USD	REB WING SHOE STORE FONTANA CA	12/28/2015	
211978	2200071545	1,050.86	12/17/2015	USD	RIVAS, ROBERT MONTCLAIR CA	12/28/2015	
211979	2200071420	13,870.25	12/17/2015	USD	RMA GROUP RANCHO CUCAMONGA CA	12/28/2015	
211980	2200071464	3,210.30	12/17/2015	USD	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	12/23/2015	
211981	2200071421	53,735.53	12/17/2015	USD	ROYAL WHOLESALE ELECTRIC ORANGE CA	12/23/2015	
211982	2200071474	1,248.53	12/17/2015	USD	RSD LAKE FOREST CA	12/22/2015	
211983	2200071447	2,868.97	12/17/2015	USD	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/28/2015	
211984	2200071476	80,012.93	12/17/2015	USD	SAP PUBLIC SERVICES INC PHILADELPHIA PA	12/22/2015	
211985	2200071501	687.50	12/17/2015	USD	SCHREVEL ENGINEERING LLC ANAHEIM CA	12/23/2015	
211986	2200071488	2,668.67	12/17/2015	USD	SCOTT SAFETY PALATINE IL	12/24/2015	
211987	2200071493	5,103.42	12/17/2015	USD	SIRWENS INDUSTRY INC CAROL STREAM IL	12/23/2015	

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	231167641				2200071527	12/17/2015	USD	24,155.21	SO CALIF EDISON ROSEMEAD CA	12/22/2015
					2200071528	12/17/2015	USD	148.99	SO CALIF GAS MONTEREY PARK CA	01/09/2016
					2200071486	12/17/2015	USD	25.00	SOUTHERN CALIFORNIA PUBLIC LOS ANGELES CA	12/29/2015
					2200071422	12/17/2015	USD	353.98	SOUTHWEST ALARM SERVICE OPLAND CA	12/29/2015
					2200071546	12/17/2015	USD	300.00	STUKEY, DAVID RANCHO CUCAMONGA CA	12/29/2015
					2200071481	12/17/2015	USD	87,864.25	SUN WIRELESS SAN DIEGO CA	12/23/2015
					2200071520	12/17/2015	USD	2,334.68	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	12/23/2015
					2200071469	12/17/2015	USD	89,359.97	SWRGB ACCOUNTING OFFICE SACRAMENTO CA	12/22/2015
					2200071517	12/17/2015	USD	223,029.60	TECHNICAL SYSTEMS INC LYNNWOOD WA	12/22/2015
					2200071436	12/17/2015	USD	3,451.39	TELEPHONE INSTRUMENTS INC DALLAS TX	12/24/2015
					2200071426	12/17/2015	USD	140.10	TELL STEEL LONG BEACH CA	12/24/2015
					2200071508	12/17/2015	USD	35,491.14	THE BRACKMAN GROUP LTD LLC CHICAGO IL	12/22/2015
					2200071521	12/17/2015	USD	10.00	THE SHREDDERS LOS ANGELES CA	01/07/2016
					2200071449	12/17/2015	USD	2,395.00	THE TRAINING NETWORK FURBER NC	12/24/2015
					2200071523	12/17/2015	USD	310.38	THE WILSON BOHANNAN PADLOCK COMARION OH	12/28/2015
					2200071487	12/17/2015	USD	43,145.55	THOMAS HARDER & CO INC ANAHEIM CA	12/28/2015
					2200071529	12/17/2015	USD	1,883.07	TIME WARNER TELECOM DENVER CO	01/04/2016
					2200071446	12/17/2015	USD	17,448.63	TOM IODSON & ASSOCIATES SAN BERNARDINO CA	01/05/2016
					2200071485	12/17/2015	USD	1,554.09	TRANE U S INC CHICAGO IL	12/23/2015
					2200071427	12/17/2015	USD	759.82	TRANSCAT INC BALTIMORE MD	12/24/2015
					2200071475	12/17/2015	USD	8,939.81	TRAUTWEIN CONSTRUCTION INC RIVERSIDE CA	01/08/2016
					2200071451	12/17/2015	USD	11,152.41	TRC COUNTY DRILLING INC SAN DIEGO CA	12/24/2015
					2200071500	12/17/2015	USD	656.00	TRICO CORPORATION PEWAUKEE WI	12/22/2015
					2200071512	12/17/2015	USD	11,753.30	TRIPLE J SMITH AND ASSOCIATES IRVINE CA	12/22/2015
					2200071457	12/17/2015	USD	5,064.76	U S EQUIPMENT CO SANTA FE SPRINGS CA	12/22/2015
					2200071448	12/17/2015	USD	481.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	12/23/2015
					2200071445	12/17/2015	USD	268.41	U S HOSE INC ONTARIO CA	12/24/2015
					2200071423	12/17/2015	USD	932.15	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	12/30/2015
					2200071468	12/17/2015	USD	313.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	12/29/2015
					2200071490	12/17/2015	USD	759.00	UNION BANK OF CALIFORNIA MONTEREY PARK CA	01/06/2016
					2200071463	12/17/2015	USD	19,135.88	UNIVERSAL PROTECTION SERVICE PASADENA CA	12/23/2015
					2200071506	12/17/2015	USD	760.32	URIMAKE BLOOMINGTON CA	12/23/2015
					2200071478	12/17/2015	USD	9,523.33	UTILIQUEST LLC ATLANTA GA	12/22/2015
					2200071473	12/17/2015	USD	7,119.00	V & A CONSULTING ENGINEERS OAKLAND CA	12/22/2015
					2200071491	12/17/2015	USD	3,604.04	VALLEY COURIERS INC CALABASAS CA	12/23/2015
					2200071531	12/17/2015	USD	183,012.74	VCA CONSTRUCTION INC SAN FRANCISCO CA	12/31/2015
					2200071526	12/17/2015	USD	437.42	VERIZON BUSINESS DALLAS TX	12/24/2015
					2200071530	12/17/2015	USD	2,506.91	VERIZON CALIFORNIA DALLAS TX	12/29/2015
					2200071499	12/17/2015	USD	843.71	VERIZON COMMUNICATIONS DALLAS TX	12/30/2015
					2200071424	12/17/2015	USD	28,922.74	VIRAMONTES EXPRESS CORONA CA	12/23/2015
					2200071454	12/17/2015	USD	3,478.94	VWR INTERNATIONAL LLC PITTSBURGH PA	12/23/2015
							USD	2,000.00	W A BASIC CONSTRUCTION CO INC LONG BEACH CA	12/22/2015

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212032		2200071477	12/17/2015	USD	99.92	WAKESHA-PARCE INDUSTRIES INC DALLAS TX	12/23/2015
212033		2200071425	12/17/2015	USD	2,710.88	WAXIE SANITARY SUPPLY LOS ANGELES CA	12/24/2015
212034		2200071489	12/17/2015	USD	2,162.56	WEST COAST LIGHTS & SIRENS INCRIVERSIDE CA	12/23/2015
212035		2200071434	12/17/2015	USD	360.00	WESTERN ANALYTICAL LABORATORIECHINO CA	12/23/2015
212036		2200071452	12/17/2015	USD	1,589.37	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	12/24/2015
212037		2200071488	12/17/2015	USD	18,068.89	WILDAN ANAHEIM CA	12/22/2015
212038		2200071461	12/17/2015	USD	299.56	WORLDWIDE EXPRESS ALBANY NY	12/22/2015
212039		2200071433	12/17/2015	USD	649.65	YALE CHASE EQUIPMENT AND SERVICES ANGELES CA	12/23/2015
212041		2200071595	12/23/2015	USD	309.69	AGILENT TECHNOLOGIES INC LOS ANGELES CA	12/29/2015
212042		2200071591	12/23/2015	USD	1,090.45	AIRGAS WEST INC PASADENA CA	12/23/2015
212043		2200071687	12/23/2015	USD	135.78	ARAMEULA, BLANCA CHINO HILLS CA	01/05/2016
212044		2200071699	12/23/2015	USD	191.70	ASPRER, KEVIN CHINO HILLS CA	12/28/2015
212045		2200071663	12/23/2015	USD	229.95	BARKER, JOHN MICHAEL CHINO HILLS CA	01/05/2016
212046		2200071659	12/23/2015	USD	224.95	BAYONGMALAQUE, CHARLES L CHINO HILLS CA	12/28/2015
212047		2200071693	12/23/2015	USD	157.45	BECKER, NIKI CHINO HILLS CA	12/30/2015
212049		2200071570	12/23/2015	USD	1,026.02	BIRMINGHAM-CORROIS INC CERRITOS CA	12/29/2015
212050		2200071607	12/23/2015	USD	3,633.32	BRITHINEE ELECTRIC COLTON CA	12/29/2015
212051		2200071589	12/23/2015	USD	18,890.00	BUFFER ENGINEERING INC TUSTIN CA	12/30/2015
212052		2200071592	12/23/2015	USD	86.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	01/07/2016
212053		2200071633	12/23/2015	USD	580.29	CALIFORNIA CHAMBER OF COMMERCE SAN FRANCISCO CA	12/29/2015
212054		2200071597	12/23/2015	USD	6,293.24	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	12/29/2015
212055		2200071677	12/23/2015	USD	1,466.92	CALYMPIC SAFETY CORONA CA	12/30/2015
212056		2200071656	12/23/2015	USD	350.00	CAMPBELL, ANDREW CHINO HILLS CA	01/06/2016
212057		2200071591	12/23/2015	USD	147.63	CARL H TAYLOR III GRISTAL RIVER FL	12/31/2015
212058		2200071680	12/23/2015	USD	7,178.40	CHAMPTON NEWSPAPERS CHINO CA	12/30/2015
212059		2200071590	12/23/2015	USD	230.00	CHAVEZ, NESTOR C CHINO HILLS CA	01/06/2016
212060		2200071587	12/23/2015	USD	4,657.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	12/29/2015
212061		2200071608	12/23/2015	USD	1,084.00	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	12/29/2015
212062		2200071654	12/23/2015	USD	2,582.74	CHINO MFG & REPAIR INC CHINO CA	01/09/2016
212063		2200071571	12/23/2015	USD	723.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	12/28/2015
212064		2200071696	12/23/2015	USD	21.31	CITY RENTALS INC ONTARIO CA	01/04/2016
212065		2200071650	12/23/2015	USD	143.95	COLE, CHRISTOPHER CHINO HILLS CA	01/05/2016
212066		2200071626	12/23/2015	USD	572.55	COLONIAL LIFE & ACCIDENT INSURANCE SC	12/29/2015
212067		2200071609	12/23/2015	USD	425.00	DAVID-WHEELER'S PEST CONTROL, MORCO CA	12/31/2015
212068		2200071638	12/23/2015	USD	2,405.31	DEPT OF INDUSTRIAL RELATIONS SAN FRANCISCO CA	12/30/2015
212069		2200071628	12/23/2015	USD	1,200.00	DESIGN FOR SCIENCE LLC CARLSBAD CA	12/28/2015
212070		2200071620	12/23/2015	USD	1,002.19	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	01/06/2016
212071		2200071629	12/23/2015	USD	1,423.60	ENDRESS+HAUSER INC INDIANAPOLIS IN	12/30/2015
212072		2200071655	12/23/2015	USD	2,160.00	FBI-USE LABS LLC ATLANTA GA	01/06/2016
212073		2200071573	12/23/2015	USD	2,110.72	FIDELITY SECURITY LIFE INSURANCE CINCINNATI OH	12/30/2015
212074		2200071670	12/23/2015	USD	621.22	FISHER SCIENTIFIC LOS ANGELES CA	12/28/2015
212075		2200071652	12/23/2015	USD	38.98	FLORIO, JOSEPHAN D CHINO HILLS CA	01/05/2016
212076		2200071679	12/23/2015	USD	1,712.69	FRANCHISE TAX BOARD SACRAMENTO CA	01/05/2016
					119.96	FRANCON'S, LEO CHINO HILLS CA	01/04/2016

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212077	2200071574		USD	12/23/2015	USD	7,170.52	C P ELECTRIC MOTOR SAUT LAKE CITY UT		12/30/2015
212078	2200071537		USD	12/23/2015	USD	22,860.00	GAMA CONTRACTING SERVICES INC SOUTH EL MONTE CA		01/07/2016
212079	2200071690		USD	12/23/2015	USD	71.38	GIBSON, CONNIE CHINO HILLS CA		12/30/2015
212080	2200071584		USD	12/23/2015	USD	2,551.26	GRAINGER PALATINE IL		12/29/2015
212081	2200071673		USD	12/23/2015	USD	93.00	GU, JASON CHINO HILLS CA		01/08/2016
212082	2200071632		USD	12/23/2015	USD	2,823.79	HACE COMPANY CHICAGO IL		12/29/2015
212083	2200071698		USD	12/23/2015	USD	945.07	HALL, JASMIN CHINO HILLS CA		12/30/2015
212084	2200071585		USD	12/23/2015	USD	3,893.66	HARRINGTON INDUSTRIAL-PLASTICSCHINO CA		12/29/2015
212085	2200071668		USD	12/23/2015	USD	149.95	HEIN, DAVID CHINO HILLS CA		01/08/2016
212086	2200071585		USD	12/23/2015	USD	476.85	HOFFMAN SOUTHWEST CRRF RANCHO CUCAMONGA CA		12/30/2015
212087	2200071576		USD	12/23/2015	USD	1,410.33	HOME DEPOT CREDIT SERVICES DES MOINES IA		12/31/2015
212088	2200071672		USD	12/23/2015	USD	132.55	HUGHBANKS, ROGER CHINO HILLS CA		12/28/2015
212089	2200071697		USD	12/23/2015	USD	96.00	HULL, KURT CHINO HILLS CA		12/28/2015
212090	2200071646		USD	12/23/2015	USD	189.00	KEVA EMPLOYEES ASSOCIATION CHINO HILLS CA		12/29/2015
212091	2200071602		USD	12/23/2015	USD	1,199.57	INDUSTRIAL SUPPLY COMPANY ONTARIO CA		12/29/2015
212092	2200071645		USD	12/23/2015	USD	51,093.57	INLAND ELECTRIC LLC FONTANA CA		12/28/2015
212093	2200071647		USD	12/23/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA		12/28/2015
212094	2200071614		USD	12/23/2015	USD	65.00	INTERNATIONAL ASSESSMENT INSTISALT LAKE CITY UT		
212095	2200071623		USD	12/23/2015	USD	200.00	INTERNATIONAL PUBLIC MANAGEMENTALEXANDRIA VA		
212096	2200071671		USD	12/23/2015	USD	150.00	JACKSON, PAJ CHINO HILLS CA		
212097	2200071630		USD	12/23/2015	USD	6,423.04	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA		
212098	2200071894		USD	12/23/2015	USD	291.60	KONICA MINOLTA PASADENA CA		12/29/2015
212099	2200071593		USD	12/23/2015	USD	2,239.80	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA		12/30/2015
212100	2200071656		USD	12/23/2015	USD	299.90	KREMEYER, CARL CHINO HILLS CA		01/05/2016
212101	2200071653		USD	12/23/2015	USD	144.40	LINCOLN LIFE-TERM LIFE CHICAGO IL		01/04/2016
212102	2200071636		USD	12/23/2015	USD	161.57	MAG TRUL WEST INC CHINO CA		12/30/2015
212103	2200071639		USD	12/23/2015	USD	448.70	MAIN GRAPHICS IRVINE CA		01/04/2016
212104	2200071857		USD	12/23/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV		12/31/2015
212105	2200071599		USD	12/23/2015	USD	95.74	MCMASTER-CARR SUPPLY CO CHICAGO IL		12/30/2015
212106	2200071831		USD	12/23/2015	USD	7,107.20	MICROAGE PHOENIX AZ		12/31/2015
212107	2200071601		USD	12/23/2015	USD	126.14	MIDPOINT BEARING ONTARIO CA		12/28/2015
212108	2200071695		USD	12/23/2015	USD	161.94	NELSON, ADLJE CHINO HILLS CA		12/28/2015
212109	2200071689		USD	12/23/2015	USD	179.94	NGUYEN, ROSE CHINO HILLS CA		01/05/2016
212110	2200071665		USD	12/23/2015	USD	350.00	NOEL, STEVE CHINO HILLS CA		12/29/2015
212111	2200071688		USD	12/23/2015	USD	689.65	O'BRIEN, MICHELLE CHINO HILLS CA		01/07/2016
212112	2200071667		USD	12/23/2015	USD	70.00	O'DRA, KRISTINE CHINO HILLS CA		12/31/2015
212113	2200071661		USD	12/23/2015	USD	594.78	OAKDEN, LISA CHINO HILLS CA		12/30/2015
212114	2200071660		USD	12/23/2015	USD	242.95	OAKDEN, SCOTT CHINO HILLS CA		12/31/2015
212115	2200071572		USD	12/23/2015	USD	604.39	OFFICE DEPOT LOS ANGELES CA		12/28/2015
212116	2200071675		USD	12/23/2015	USD	299.00	OLAGUNJU, TITILAYO CHINO HILLS CA		01/04/2016
212117	2200071622		USD	12/23/2015	USD	20,195.99	OLIN CORP ATLANTA GA		12/29/2015
212118	2200071640		USD	12/23/2015	USD	49.83	ONTARIO MUNICIPAL UTILITIES COONTARIO CA		12/29/2015
212119	2200071669		USD	12/23/2015	USD	199.95	PARIS, ANGELA CHINO HILLS CA		12/29/2015
212120	2200071577		USD	12/23/2015	USD	373.25	PATTON SALES CORP ONTARIO CA		12/30/2015

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212121	2200071551	12/23/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	12/30/2015	
212122	2200071583	12/23/2015	USD	2,336.62	PREV'S ROAD SERVICE FOLEYTON CA	12/29/2015	
212123	2200071692	12/23/2015	USD	350.00	PIVOVAROFF, JASON CHINO HILLS CA	12/31/2015	
212124	2200071664	12/23/2015	USD	179.95	POESKE, MATTHEW CHINO HILLS CA	12/29/2015	
212125	2200071588	12/23/2015	USD	11,948.04	POLYDINE INC ATLANTA GA	12/29/2015	
212126	2200071684	12/23/2015	USD	187.45	POPE, SERINA CHINO HILLS CA	12/28/2015	
212127	2200071649	12/23/2015	USD	14,502.10	PREFERRED BENEFIT INSURANCE PLEASANTON CA	12/31/2015	
212128	2200071635	12/23/2015	USD	76.46	PREMIUM PROMOTIONALS UPLAND CA	12/31/2015	
212129	2200071578	12/23/2015	USD	5,378.74	RAMONA TIRE & SERVICE CENTERS HEMET CA	01/04/2016	
212130	2200071674	12/23/2015	USD	179.94	REYES, RAYMOND CHINO HILLS CA	12/28/2015	
212131	2200071684	12/23/2015	USD	350.00	RILEY, STEPHANIE CHINO CA	12/29/2015	
212132	2200071579	12/23/2015	USD	1,709.99	ROYAL WHOLESALE ELECTRIC ORANGE CA	12/29/2015	
212133	2200071681	12/23/2015	USD	350.00	RUSSO, EFRAIN CHINO HILLS CA	12/30/2015	
212134	2200071658	12/23/2015	USD	174.40	SANTA CRUZ, VICTOR CHINO HILLS CA	12/30/2015	
212135	2200071686	12/23/2015	USD	249.90	SCHERCK, JOHN CHINO HILLS CA	12/31/2015	
212136	2200071625	12/23/2015	USD	5,178.56	SCOTT SAFETY PALMARENE IL	12/30/2015	
212137	2200071683	12/23/2015	USD	149.75	SCOTT, STACEY CHINO HILLS CA	12/30/2015	
212138	2200071582	12/23/2015	USD	24.00	SCUBA SCHOOLS OF AMERICA MONTCLAIR CA	12/30/2015	
212139	2200071642	12/23/2015	USD	269,000.54	SO CALIF EDISON ROSEMEAD CA	12/29/2015	
212140	2200071643	12/23/2015	USD	7,195.91	SO CALIF GAS MONTEREY PARK CA	01/05/2016	
212141	2200071662	12/23/2015	USD	156.00	SPARTH, ERIC CHINO HILLS CA	12/30/2015	
212142	2200071586	12/23/2015	USD	2,000.00	STANDARD & POOR'S CHICAGO IL	12/30/2015	
212143	2200071618	12/23/2015	USD	15,673.86	STANTEC CONSULTING INC CHICAGO IL	12/30/2015	
212144	2200071600	12/23/2015	USD	440.00	STATE WATER RESOURCES CNTRL BERSACRAMENTO CA	12/30/2015	
212145	2200071634	12/23/2015	USD	27,735.86	SUNBELT RENTALS INC ATLANTA GA	12/30/2015	
212146	2200071603	12/23/2015	USD	13,642.02	TELEPHONE INSTRUMENTS INC DALLAS TX	12/31/2015	
212147	2200071596	12/23/2015	USD	3,930.88	THATCHER COMPANY OF CALIFORNIASALT LAKE CITY UT	12/29/2015	
212148	2200071632	12/23/2015	USD	6,747.27	THE BRICKMAN GROUP LTD LLC CHICAGO IL	12/28/2015	
212149	2200071604	12/23/2015	USD	3,352.65	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	01/07/2016	
212150	2200071624	12/23/2015	USD	1,500.00	TOTALFONDS BY HASLER TAMPA FL	01/04/2016	
212151	2200071685	12/23/2015	USD	350.00	TRAN VINCENT CHINO HILLS CA	12/31/2015	
212152	2200071598	12/23/2015	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	01/04/2016	
212153	2200071617	12/23/2015	USD	862.87	TRUSSELL TECHNOLOGIES INC PASADENA CA	12/30/2015	
212154	2200071621	12/23/2015	USD	20,473.66	U S BANK FARGO ND	12/29/2015	
212155	2200071611	12/23/2015	USD	459.05	U S EQUIPMENT CO SANTA FE SPRINGS CA	12/29/2015	
212156	2200071606	12/23/2015	USD	1,650.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	12/28/2015	
212157	2200071616	12/23/2015	USD	45.36	URIMAGE BLOOMINGTON CA	12/31/2015	
212158	2200071678	12/23/2015	USD	45.00	VALENZUELA, ANDREW CHINO HILLS CA	12/31/2015	
212159	2200071682	12/23/2015	USD	239.40	VASQUEZ, RUBEN CHINO HILLS CA	12/31/2015	
212160	2200071641	12/23/2015	USD	2,880.91	VERIZON CALIFORNIA DALLAS TX	12/31/2015	
212161	2200071644	12/23/2015	USD	114.99	VERIZON COMMUNICATIONS DALLAS TX	12/31/2015	
212162	2200071605	12/23/2015	USD	5,875.97	VERIZON WIRELESS DALLAS TX	12/31/2015	
212163	2200071610	12/23/2015	USD	16,016.32	VIRAMONTES EXPRESS CORONA CA	12/29/2015	
212164	2200071691	12/23/2015	USD	199.95	WATTS, STEVEN CHINO HILLS CA	01/09/2016	

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212165	2200071619		12/23/2015	USD	2,451.34	MAURESHA PEARCE INDUSTRIES INC DALLAS TX	12/28/2015
212166	2200071580		12/23/2015	USD	1,165.54	WAXIE SANITARY SUPPLY LOS ANGELES CA	12/30/2015
212167	2200071648		12/23/2015	USD	2,722.80	WESTERN DENTAL PLAN ORANGE CA	01/08/2016
212168	2200071627		12/23/2015	USD	10,000.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	03/05/2016
212169	2200071615		12/23/2015	USD	81.26	WORLDWIDE EXPRESS ALBANY NY	12/29/2015
212170	2200071676		12/23/2015	USD	219.48	ZIKREBELIA, JEFF CHINO HILLS CA	03/04/2016
212171	2200071700		12/23/2015	USD	82,556.07	ROYAL WHOLESALE ELECTRIC ORANGE CA	12/29/2015
212172	2200071637		12/30/2015	USD	759.65	AIRBMS WEST INC PASADENA CA	01/06/2016
212173	2200071871		12/30/2015	USD	507.83	ALTA FOODCRAFT COFFEE ORANGE CA	01/06/2016
212174	2200071867		12/30/2015	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	01/06/2016
212175	2200071874		12/30/2015	USD	899.95	AUTOZONE INC ATLANTA GA	01/06/2016
212176	2200071827		12/30/2015	USD	932.04	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	01/05/2016
212177	2200071881		12/30/2015	USD	172.23	BREIG, ANNA VICTORVILLE CA	01/08/2016
212178	2200071846		12/30/2015	USD	331.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	03/08/2016
212179	2200071878		12/30/2015	USD	9,646.37	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	01/06/2016
212180	2200071855		12/30/2015	USD	968.00	CARESS IN GOVERNMENT INC AGOURA HILLS CA	03/07/2016
212181	2200071959		12/30/2015	USD	13,475.00	CASC ENGINEERING AND CONSULTING COLTON CA	01/08/2016
212182	2200071852		12/30/2015	USD	138.00	COURTY OF SAN BERNARDINO SAN BERNARDINO CA	01/06/2016
212183	2200071873		12/30/2015	USD	337.92	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	01/06/2016
212184	2200071854		12/30/2015	USD	756.00	ENVIRONMENTAL SYSTEMS RESEARCH LOS ANGELES CA	03/04/2016
212185	2200071879		12/30/2015	USD	4,631.00	FIREHAWK FIRE & SAFETY SAN DIEGO CA	01/06/2016
212186	2200071829		12/30/2015	USD	1,799.63	FISHER SCIENTIFIC LOS ANGELES CA	03/04/2016
212187	2200071844		12/30/2015	USD	193.32	FLM INC HUNTINGTON CA	01/06/2016
212188	2200071841		12/30/2015	USD	3,108.98	GRAINGER PALAINE IL	03/05/2016
212189	2200071860		12/30/2015	USD	677.97	HACH COMPANY CHICAGO IL	01/04/2016
212190	2200071830		12/30/2015	USD	903.42	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	01/05/2016
212191	2200071884		12/30/2015	USD	469.46	HOBBS, DIANA APPLE VALLEY CA	01/06/2016
212192	2200071831		12/30/2015	USD	780.51	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/06/2016
212193	2200071882		12/30/2015	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	03/05/2016
212194	2200071862		12/30/2015	USD	6,500.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	01/07/2016
212195	2200071875		12/30/2015	USD	768.00	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	01/05/2016
212196	2200071853		12/30/2015	USD	60.00	LIBERT CASSIDY WHITMORE LOS ANGELES CA	01/06/2016
212197	2200071843		12/30/2015	USD	1,634.60	MAG SYSTEMS INC MONROVIA CA	01/06/2016
212198	2200071849		12/30/2015	USD	370.63	MEWATER-CARE SUPPLY CO. CHICAGO IL	01/05/2016
212199	2200071876		12/30/2015	USD	4,550.00	MICROAGE PHOENIX AZ	01/05/2016
212200	2200071850		12/30/2015	USD	79.88	MIDPOINT BEARING ONTARIO CA	01/05/2016
212201	2200071883		12/30/2015	USD	716.06	MILLER, ELMER L BLUE JAY CA	01/04/2016
212202	2200071832		12/30/2015	USD	1,296.47	MINE SAFETY APPLIANCES CO PITTSBURGH PA	01/06/2016
212203	2200071848		12/30/2015	USD	325.00	MONTCLAIR CHAMBER OF COMMERCE MONTCLAIR CA	01/06/2016
212204	2200071887		12/30/2015	USD	1,450.00	NANGIA, SAPNA CHINO HILLS CA	01/06/2016
212205	2200071858		12/30/2015	USD	145.00	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	01/05/2016
212206	2200071865		12/30/2015	USD	995.10	NATIONAL CONSTRUCTION RENOVALS PACODIA CA	01/05/2016
212207	2200071886		12/30/2015	USD	801.42	NOH, BRIAN CHINO HILLS CA	01/06/2016
212208	2200071828		12/30/2015	USD	110.12	OFFICE DEPOT LOS ANGELES CA	01/05/2016

Bank CBS CITIZENS BUSINESS BANK ONTARIO CA 917610000
Bank Key 122234149
Acct number CHECK 231167641

Check	Check number from to	Payment	Print date	Currency	Amount paid (pc)	Recipient/void reason code	Bank /void
212209	2200071857	12/30/2015	USD	240.00	PANTHER PROTECTION ORANGE CA	01/08/2016	
212210	2200071858	12/30/2015	USD	425.50	ROBISON JOHN CHING HILLS CA	01/05/2016	
212211	2200071833	12/30/2015	USD	926.24	ROYAL WHOLESALE ELECTRIC ORANGE CA	01/05/2016	
212212	2200071858	12/30/2015	USD	2,146.80	SAFE ENTRY TECHNICAL INC RANCHO CUCUMONCA CA	01/05/2016	
212213	2200071839	12/30/2015	USD	6.00	SCUBA SCHOOLS OF AMERICA MONTCLAIR CA	01/05/2016	
212214	2200071834	12/30/2015	USD	294.07	SMART & FYNAL LOS ANGELES CA	01/05/2016	
212215	2200071880	12/30/2015	USD	101,492.25	SO CALIF EDISON ROSEMEAD CA	01/05/2016	
212216	2200071859	12/30/2015	USD	25.00	SOUTHERN CALIFORNIA PUBLIC LOS ANGELES CA	01/05/2016	
212217	2200071864	12/30/2015	USD	5,551.00	STANTEC CONSULTING INC CHICAGO IL	01/05/2016	
212218	2200071856	12/30/2015	USD	82,859.88	SUN WIRELESS SAN DIEGO CA	01/06/2016	
212219	2200071847	12/30/2015	USD	9.03	TELEDYNE INSTRUMENTS INC DALLAS TX	01/06/2016	
212220	2200071877	12/30/2015	USD	16,801.85	THE BRICKMAN GROUP LTD LLC CHICAGO IL	01/07/2016	
212221	2200071870	12/30/2015	USD	8,532.55	THOMAS HARDER & CO INC ANAHEIM CA	01/07/2016	
212222	2200071838	12/30/2015	USD	1,628.05	TRANSCAT INC BALTIMORE MD	01/07/2016	
212223	2200071851	12/30/2015	USD	43.20	U S ROSE INC ONTARIO CA	01/06/2016	
212224	2200071835	12/30/2015	USD	352.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	01/06/2016	
212225	2200071853	12/30/2015	USD	2,134.20	VALLEY COURIERS INC CALABASAS CA	01/06/2016	
212226	2200071836	12/30/2015	USD	1,547.16	VWR INTERNATIONAL INC PITTSBURGH PA	01/06/2016	
212227	2200071840	12/30/2015	USD	99.00	WALL STREET JOURNAL CHICOOPEE MA	01/05/2016	
212228	2200071845	12/30/2015	USD	42,284.52	WATER EDUCATION FOUNDATION SACRAMENTO CA	01/05/2016	
212229	2200071842	12/30/2015	USD	8,624.00	WATERUSE ASSOCIATION ALEXANDRIA VA	01/07/2016	
212230	2200071856	12/30/2015	USD	12,000.00	WATERUSE RESEARCH FOUNDATION ALEXANDRIA VA	01/05/2016	
212231	2200071872	12/30/2015	USD	7,918.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	01/05/2016	
212232	2200071861	12/30/2015	USD	1,256.63	WORLDWIDE EXPRESS ALBANY NY	01/05/2016	
212233	2200071892	12/30/2015	USD	307.37	BACH COMPANY CHICAGO IL	01/05/2016	
212234	2200071894	12/30/2015	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	01/05/2016	
212235	2200071895	12/30/2015	USD	220.05	LINDSAY ENGINEERING, INC. CARMARILLO CA	01/05/2016	
212236	2200071888	12/30/2015	USD	120.39	OFFICE DEPOT LOS ANGELES CA	01/04/2016	
212237	2200071893	12/30/2015	USD	21,589.02	OLIN CORP ATLANTA GA	01/05/2016	
212238	2200071889	12/30/2015	USD	538.96	P L HAWN COMPANY INC HUNTINGTON BEACH CA	01/06/2016	
212239	2200071891	12/30/2015	USD	1,641.60	PALM AUTO DETAIL INC COLTON CA	01/06/2016	
212240	2200071890	12/30/2015	USD	437.88	RED WING SHOE STORE UPLAND CA	01/05/2016	
* Payment method Check					7,106,024.71		

CITIZENS BUSINESS BANK
 ONTARIO CA 917610000

Bank CBB
 Bank Key 122234149
 Acct number CHECK 231167641

Separate Check

Check number	from to	Payment	Emax date	Curcy	Amount paid (USD)	Recipient / void reason code	Issue /void
212040		2200071442	12/17/2015	USD	2,037.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	12/23/2015
* Payment method Separate Check							

Check number from to	Payment	Post date	Ccy	Amount paid (PC)	Recipient/Void reason code	Bank/Void
**			USD	7,108,061.71		

CITIZENS BUSINESS BANK
ONTARIO CA 917610000

CITIZENS BUSINESS BANK
231159290

CBB
122234149
WCOMP

Checks created manually.

Check number from Co	Payment	Bank date	Ctry	Amount paid (FC)	Recipient / void reason code	Bank / void
04374	2200071290	12/02/2015	USD	2,525.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/07/2015
04375	2200071383	12/09/2015	USD	272.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/16/2015
04376	2200071384	12/09/2015	USD	82.97	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/21/2015
04377	2200071385	12/09/2015	USD	75.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/21/2015
04378	2200071386	12/09/2015	USD	228.67	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/21/2015
04379	2200071387	12/09/2015	USD	1,020.70	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/14/2015
04380	2200071388	12/09/2015	USD	656.01	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/14/2015
04381	2200071389	12/09/2015	USD	52.86	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/14/2015
04382	2200071547	12/16/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/16/2015
04383	2200071548	12/16/2015	USD	122.30	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/17/2015
04384	2200071549	12/16/2015	USD	158.77	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/17/2015
04385	2200071550	12/16/2015	USD	122.92	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/17/2015
04386	2200071551	12/16/2015	USD	969.30	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/29/2015
04387	2200071552	12/16/2015	USD	352.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04388	2200071553	12/16/2015	USD	209.80	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04389	2200071554	12/16/2015	USD	236.60	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04390	2200071555	12/16/2015	USD	90.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/24/2015
04391	2200071556	12/16/2015	USD	198.80	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/23/2015
04392	2200071557	12/16/2015	USD	1,500.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/23/2015
04393	2200071558	12/16/2015	USD	30.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/21/2015
04394	2200071559	12/16/2015	USD	339.60	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04395	2200071560	12/16/2015	USD	32.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/28/2015
04396	2200071721	12/22/2015	USD	82.63	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04397	2200071722	12/22/2015	USD	75.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04398	2200071723	12/22/2015	USD	30.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	12/30/2015
04399	2200071724	12/22/2015	USD	16.20	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	01/04/2016
04400	2200071725	12/22/2015	USD	16.20	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	01/04/2016
* Payment method Checks created manually				9,728.68		

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR DECEMBER 11, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

GROSS PAYROLL COSTS			\$1,402,934.65
DEDUCTIONS			(\$557,277.47)
NET PAYROLL			<u>\$845,657.18</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	105515 - 105644		
TRANSACTION PROCESSED	130	329	459
AMOUNT	\$149,537.33	\$696,119.85	<u>\$845,657.18</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR DECEMBER 24, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

GROSS PAYROLL COSTS			\$1,126,310.39
DEDUCTIONS			(\$461,772.82)
NET PAYROLL			<u>\$664,537.57</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	334	334
AMOUNT	\$0.00	\$664,537.57	<u>\$664,537.57</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR DECEMBER 11, 2015
PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,801.00	\$1,371.87
TERRY L. CATLIN	\$3,190.25	\$1,002.97
STEVEN J. ELIE	\$3,865.25	\$1,146.00
JASMIN HALL	\$1,960.51	\$1,132.11
GENE T. KOOPMAN	\$1,279.35	\$0.00
TOTALS	\$14,096.36	\$4,652.95

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105512
ENDING CHECK NO.	105514
TOTAL CHECKS PROCESSED	3

IEUA DIRECTOR PAYSHEET

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes	\$225.00
11-04-15	IEUA Employee Service Recognition Luncheon	Yes (same day)	\$-0-
11-06-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-07-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-08-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-11-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
11-11-15	Engineering & Operations Committee	Yes (same day)	\$-0-
11-12-15	Bfst. Mtg. w/GM Grindstaff and J Hanula from MWH	Yes	\$225.00
11-13-15	Mtg. w/R Reed to discuss Agency/SCWD water business	Yes	\$225.00
11-16-15	Water Quality Technology Conference	Yes	\$225.00
11-17-15	Water Quality Technology Conference	Yes	\$225.00
11-18-15	IEUA Board Meeting	Yes	\$225.00
11-19-15	State Water Tour Mtg. w/A Woodruff & R Patras fr. MWD	Yes (10 mtgs. max.)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$2,225.00
Total No. of Meetings Attended			13
Total No. of Meetings Paid			10

DIRECTOR SIGNATURE

Michael Camacho
 for Director Camacho

Approved by:

Terry Catlin
 Terry Catlin, President, Board of Directors

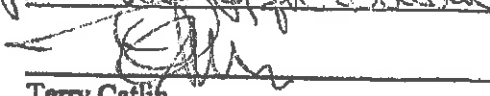
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-15	OP & T Committee Telecon update	Yes (10 mtgs. max)	\$-0-
11-09-15	MWD Standing Committee Meetings	Yes (10 mtgs. max)	\$-0-
11-10-15	MWD Standing Committee and Board Meetings	Yes (10 mtgs. max)	\$-0-
11-24-15	MWD Other Committee Meetings	Yes (10 mtgs. max)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			4
Total No. of Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

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

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**

Michael Camacho for Director Camacho

Approved by:

Terry Catlin
Terry Catlin
President, Board of Directors

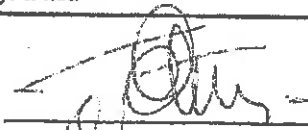
IEUA DIRECTOR PAYSHEET


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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes	\$225.00
11-04-15	IEUA Employee Service Recognition Luncheon	Yes (same day)	\$-0-
11-11-15	Engineering & Operations Committee	Yes	\$225.00
11-11-15	Finance Committee	Yes (same day)	\$-0-
11-18-15	Board Meeting	Yes	\$225.00
11-30-15	Calaveras County Water Agency Tour and meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			4

DIRECTOR SIGNATURE





Approved by:

Steven J. Elie
 Secretary/Treasurer, Board of Directors

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

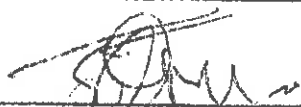
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-15	SAWPA Commission Workshop	Yes	\$225.00
11-17-15	SAWPA Commission Meeting	Yes	\$225.00

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

DIRECTOR
SIGNATURE



Approved by:


Steven J. Elie
Secretary/Treasurer, Board of Directors

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

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

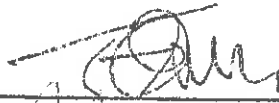
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

NOVEMBER 2015


DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes (same day)	\$-0-

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

**DIRECTOR
SIGNATURE**



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors


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

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-19-15	CBWM Advisory Cmte. Meeting	No	\$-0-
11-19-15	CBWM Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

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

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-05-15	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 

for Steven J. Elie
Secretary/Treasurer, Board of Directors

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

IEUA DIRECTOR PAYSHEET

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes	\$225.00
11-04-15	IEUA Employee Service Recognition Luncheon	No	\$-0-
11-06-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-07-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-08-15	Colorado River Aqueduct/Hoover Tour	Yes	\$225.00
11-10-15	NRWI Board Mtg. (telecom)	Yes	\$225.00
11-11-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
11-11-15	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
11-16-15	Watermaster topics Mtg. w/GM Grindstaff & S Burton	Yes	\$225.00
11-18-15	IEUA Board Meeting	Yes	\$225.00
11-30-15	Calaveras County Water Tour and Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,025.00
Total No. of Meetings Attended			10
Total No. of Meetings Paid			9

DIRECTOR SIGNATURE

Steven J. Elie

 Steven J. Elie

Approved By:

 Terry Catlin
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-19-15	CBWM Board Meeting	Yes	\$-0-
11/30/15	CBWM Personnel Committee meeting	Yes	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	2
Total No. of Watermaster Meetings Paid	0

*Decline IEUA portion

DIRECTOR SIGNATURE 

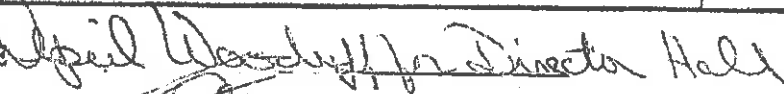
Approved by: 
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-02-15	IERCA Regular Board Meeting	Yes	\$225.00
11-04-15	Joint IEUA Board and Special Regional Policy Committee Mtg.	Yes	\$225.00
11-04-15	IEUA Employee Service Recognition Luncheon	Yes (same day)	\$-0-
11-11-15	Public, Legislative Affairs, Water Resources Committee	Yes (alternate)	\$225.00
11-11-15	Engineering, Operations & Water Resources Committee	Yes (alternate) (same day)	\$-0-
11-11-15	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
11-17-15	San Bernardino Valley MWD Council meeting – Public Comment as SAWPA Commissioner	Yes	\$225.00
11-18-15	Board Meeting	Yes	\$225.00
11-23-15	ACWA Utility Leadership Committee Telecon Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			6

DIRECTOR SIGNATURE 

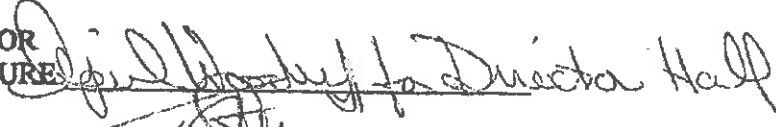
Approved by: 
 Terry Catlin, President, Board of Directors

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

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-03-15	SAWPA Commission Workshop	Yes	\$36.60
11-17-15	SAWPA Commission Meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT			\$-0- 36.60
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$36.60 – difference between SAWPA (\$188.40 (2015) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE 

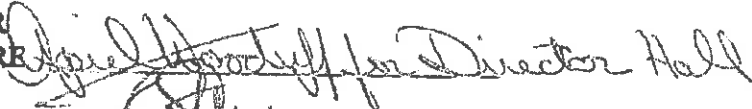
Approved by: 
 Terry Catlin
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)**

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

NOVEMBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-05-15	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 -- difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

Check	Payee / Description	Amount
Wire	BANK OF AMERICA NT&SA P/R DIR 012 12/11/15 EFT Direct Deposit 120915 DIR P/R 25 12/11/15 EFT Direct Deposit 120915	1,132.11 696,119.85 ----- 697,251.96
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 125 Sick Buy Back/CIP 12/11 Taxes HR 0039300 P/R 125 Sick Buy Back/CIP 12/11 Taxes HR 0039300	1,145.89 9,260.04 ----- 10,405.93
Wire	INTERNAL REVENUE SERVICE P/R 125 Sick Buy Back/CIP 12/11 Addition P/R 125 SICK P/R 125 Sick Buy Back/CIP 12/11 Taxes HR 0039300	60.34 57,575.76 ----- 57,636.10
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 012 12/11 Taxes HR 0039200	370.75 ----- 370.75
Wire	INTERNAL REVENUE SERVICE P/R DIR 012 12/11 Taxes HR 0039200	2,248.82 ----- 2,248.82
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 25 12/11 Taxes-SIT HR 0039400 P/R 25 12/11 Taxes-SDI HR 0039400	51,003.07 6,471.65 ----- 57,474.72
Wire	INTERNAL REVENUE SERVICE P/R 25 12/11 Taxes HR 0039400	275,190.47 ----- 275,190.47
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 26 12/24 Taxes-SIT HR 0039500 P/R 26 12/24 Taxes-SDI HR 0039500	45,491.84 5,585.90 ----- 51,077.74
Wire	INTERNAL REVENUE SERVICE P/R 26 12/24 Taxes HR 0039500	246,739.48 ----- 246,739.48
Wire	BANK OF AMERICA NT&SA P/R 26 12/24/15 EFT Direct Deposit 122415	664,537.57 ----- 664,537.57
Wire	STATE DISBURSEMENT UNIT P/R 24 11/23 HR 0039100	1,135.25 -----

Check	Payee / Description	Amount
	STATE DISBURSEMENT UNIT	\$ 1,135.25
Wire	PUBLIC EMPLOYEES' RETIREMENT S 12/15 Health Ins-Retirees, Board, Employee 1896 12/15	214,285.65
	PUBLIC EMPLOYEES' RETIREMENT S\$	214,285.65
Wire	STATE DISBURSEMENT UNIT P/R 125 Sick Buy Back/CIP 12/11 HR 0039300 257.17 P/R 25 12/11 HR 0039400 878.08	1,135.25
	STATE DISBURSEMENT UNIT	\$ 1,135.25
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 24 11/23 PERS HR 0039100 246,745.39	246,745.39
	PUBLIC EMPLOYEES RETIREMENT SY\$	246,745.39
Wire	STATE BOARD OF EQUALIZATION 11/15 Sales Tax Deposit 23784561 11/1 5,600.00	5,600.00
	STATE BOARD OF EQUALIZATION	\$ 5,600.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 25 12/11 PERS HR 0039400 263,907.30	263,907.30
	PUBLIC EMPLOYEES RETIREMENT SY\$	263,907.30
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 25 12/11 Deferred Comp Ded-Adjustmen 121115 1,500.00- P/R 25 12/11 Deferred Comp Ded HR 0039400 15,795.20	17,295.20
	PUBLIC EMPLOYEE'S RETIREMENT S\$	14,295.20
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 26 12/24 Deferred Comp Ded Adj 122415 1,500.00 P/R 26 12/24 Deferred Comp Ded HR 0039500 12,863.79	14,363.79
	PUBLIC EMPLOYEE'S RETIREMENT S\$	14,363.79
Wire	STATE DISBURSEMENT UNIT P/R 26 12/24 HR 0039500 1,135.25	1,135.25
	STATE DISBURSEMENT UNIT	\$ 1,135.25
Wire	METROPOLITAN WATER DISTRICT October 2015 Water Purchase 8502 2,507,558.05	2,507,558.05
	METROPOLITAN WATER DISTRICT	\$ 2,507,558.05
Wire	CHICAGO TITLE CO INC RW15003-Declez Prop (85 Acres) Escrow De ESC 710159562 50,000.00	50,000.00
	CHICAGO TITLE CO INC	\$ 50,000.00

Grand Total Payment Amount: \$ 5,383,094.67

Check	Payee / Description		Amount
ACH	NAPA GENUINE PARTS COMPANY		
	Racing Creeper, Turn Lamps	726043	233.60
	4 Core Deposit Refund	171443	93.96-
			- - - - -
	NAPA GENUINE PARTS COMPANY	\$	139.64
ACH	UNIVAR USA INC		
	CCWRP-12,679 Lbs Sodium Bisulfite	LA169254	3,190.21
			- - - - -
	UNIVAR USA INC	\$	3,190.21
ACH	CHINO BASIN DESALTER AUTHORITY		
	CDA-Wellfield Development-Wells 1,2,3-In 192		576,274.43
	CDA-Grndwtr Wells & Raw Wtr Intertie Ppl 207		36,610.77
	CDA-Grndwtr Wells & Raw Wtr Intertie Ppl 191		228,169.82
			- - - - -
	CHINO BASIN DESALTER AUTHORITY	\$	841,055.02
ACH	INVENSYS SYSTEMS INC		
	RP1-EAR99 Harmonized	93303544	3,980.88
			- - - - -
	INVENSYS SYSTEMS INC	\$	3,980.88
ACH	GK & ASSOCIATES INC		
	46-1141-10/15 Prof Svcs	15-254	21,472.00
	46-1141-10/15 Prof Svcs	15-259	10,880.00
	46-1141-10/15 Prof Svcs	15-255	17,934.00
	46-1141-10/15 Prof Svcs	15-257	24,702.00
	46-1141-10/15 Prof Svcs	15-260	20,148.00
	46-1141-10/15 Prof Svcs	15-258R	10,032.00
			- - - - -
	GK & ASSOCIATES INC	\$	105,168.00
ACH	SHELL ENERGY NORTH AMERICA LP		
	10/15 Gas Commodity-Non Core	2708616	16,517.78
	10/15 Gas Cmmdty-Core, 8/15 Adj	1100002880410	3,057.62
			- - - - -
	SHELL ENERGY NORTH AMERICA LP	\$	19,575.40
ACH	Inland Empire Reg. Composting		
	10/15 O&M Expenses	SAP1015-IEUAO	36.07
			- - - - -
	Inland Empire Reg. Composting	\$	36.07
ACH	UNIVAR USA INC		
	RP1-13,114 Lbs Sodium Bisulfite	LA172593	2,838.34
	RP1-12,892 Lbs Sodium Bisulfite	LA182437	2,790.21
	RP1-12,867 Lbs Sodium Bisulfite	LA181611	2,784.77
	RP5-12,655 Lbs Sodium Bisulfite	LA180446	2,739.05
	RP1-12,731 Lbs Sodium Bisulfite	LA177714	2,755.36
	PradoLS-13,319 Lbs Sodium Bisulfite	LA177011	2,882.67
	CCWRP-13,277 Lbs Sodium Bisulfite	LA176658	2,873.58
	RP1-12,673 Lbs Sodium Bisulfite	LA175455	2,742.87
	RP5-13,188 Lbs Sodium Bisulfite	LA175015	2,854.26
	Credit f/Inv #LA174973 - Billed Incorre	LA340909	2,854.28-
	RP1-13,219 Lbs Sodium Bisulfite	LA173134	2,861.07
			- - - - -
	UNIVAR USA INC	\$	25,267.90

Check	Payee / Description			Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 25 12/11 Deferred Comp Ded	HR	0039400	11,130.96
	ICMA RETIREMENT TRUST 457		\$	11,130.96
ACH	LINCOLN NATIONAL LIFE INS CO P/R 25 12/11 Deferred Comp Ded	HR	0039400	23,335.56
	LINCOLN NATIONAL LIFE INS CO		\$	23,335.56
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 25 12/11 Employee Ded	HR	0039400	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIAS		\$	1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 25 12/11 Employee Ded	HR	0039400	420.00
	IEUA PROFESSIONAL EMPLOYEES ASS		\$	420.00
ACH	DISCOVERY BENEFITS INC P/R DIR 012 12/11 Cafeteria Plan	HR	0039200	80.00
	P/R 25 12/11 Cafeteria Plan	HR	0039400	2,647.49
	DISCOVERY BENEFITS INC		\$	2,727.49
ACH	ICMA RETIREMENT TRUST 401 P/R 25 12/11 Exec Deferred Comp	HR	0039400	8,125.29
	ICMA RETIREMENT TRUST 401		\$	8,125.29
ACH	CIHIGOYENETCHE GROSSBERG & CLO 10/15 GD vs IEUA	50315		100.00
	10/15 RCA Legal	50317		200.00
	10/15 IEUA vs Martin	50318		500.00
	10/15 General Legal	50316		31,321.00
	10/15 IEUA vs PM	50319		225.00
	10/15 IEUA vs RP1 Ontario Airport Plume	50320		700.00
	10/15 PS vs IEUA	50321		1,350.00
	10/15 IEUA vs Starlite Reclamation	50322		975.00
	CIHIGOYENETCHE GROSSBERG & CLOS		\$	35,371.00
ACH	LASER LINE Inv-Toner Cartridges-HP,Brother	28381		903.28
	LASER LINE		\$	903.28
ACH	NAPA GENUINE PARTS COMPANY Napa Battery, Core Deposit	174874		397.35
	NAPA GENUINE PARTS COMPANY		\$	397.35
ACH	SANTA ANA WATERSHED October 2015 Truck Discharge	8745		3,453.93
	October 2015 Service	8751		127,472.99
	SANTA ANA WATERSHED		\$	130,926.92

Check	Payee / Description	Amount
ACH	GK & ASSOCIATES INC 46-1141-10/15 Prof Svcs 15-256	14,080.00
	GK & ASSOCIATES INC \$	14,080.00
ACH	ADVANCED ENVIRONMENTAL COMPLIA 4th Qtr 2015 Odor Study 6913	985.00
	ADVANCED ENVIRONMENTAL COMPLIAS \$	985.00
ACH	KAMBRIAN CORPORATION ISS-Microsoft Lync (Skype) Online Plan 1 8831	8,002.80
	KAMBRIAN CORPORATION \$	8,002.80
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP-10/1-10/31 14950 Tlphn Ave 7/1-7/3 2046 10/15 36,251.53 RP2/RP5-10/1-10/31 16400 El Prado Rd 7/1 2044 10/15 2,624.37 RP1-10/1-10/31 2450 Phila St 7/1-7/31 Ad 2042 10/15 105,143.33	
	SHELL ENERGY NORTH AMERICA LP \$	144,019.23
ACH	DISCOVERY BENEFITS INC P/R 23 & P/R 24 Admin Fees 0000596291-IN	156.75
	DISCOVERY BENEFITS INC \$	156.75
ACH	CIHIGOYENETCHE GROSSBERG & CLO 10/15 Watermaster 50323	15,808.00
	CIHIGOYENETCHE GROSSBERG & CLOS \$	15,808.00
ACH	AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E 33897 2,496.42 DAFT-2,300 Lbs Polymer 748E 33913 2,496.42	
	AQUA BEN CORPORATION \$	4,992.84
ACH	NAPA GENUINE PARTS COMPANY 24 QuartsSyngearoil 75W140 727723	378.17
	NAPA GENUINE PARTS COMPANY \$	378.17
ACH	UNIVAR USA INC RP1-12,188 Lbs Sodium Bisulfite LA183851	2,637.80
	UNIVAR USA INC \$	2,637.80
ACH	GENESIS CONSTRUCTION EN15045-11/15 Pay Est 2 PE 2-EN15045 45,362.50 EN15046-11/15 Pay Est 2 PE 2-EN15046 18,335.00	
	GENESIS CONSTRUCTION \$	63,697.50
ACH	WESTERN MUNICIPAL WATER DISTRI WR15001-10/1/15-10/31/15 249 Sprinkler N IEUA-945	896.40
	WESTERN MUNICIPAL WATER DISTRI \$	896.40

Check	Payee / Description	Amount
ACH	INVENSYS SYSTEMS INC 11/14/15-2/13/15 IA/DCS Tech Support Svc 93307730	31,657.75
	INVENSYS SYSTEMS INC \$	31,657.75
ACH	PEST OPTIONS INC August 2015 Weed Abatement Services 247916.1 543.00 ChnCrkPrk 8/15-10/15 Duckweed Control 250405 1,050.00 RP1 9/25,10/26 Spray Out Turf 250188 2,582.64 October 2015 Weed Abatement Services 250689 2,920.48 October 2015 GWR Weed Abatement Services 250889 5,916.00	
	PEST OPTIONS INC \$	13,012.12
ACH	DANRAE, INC EN15032-11/2015 Professional Services 141091 918.75 EN13018-11/2015 Professional Services 141090 700.00 EN13016-11/2015 Professional Services 141089 700.00	
	DANRAE, INC \$	2,318.75
ACH	THIRDWAVE CORPORATION IS15002-10/1-10/30 ECM Enterprise Assess 15-2010	992.00
	THIRDWAVE CORPORATION \$	992.00
ACH	SOLAR STAR CALIFORNIA V LLC 10/15 Solar Energy IEUA0084	51,448.93
	SOLAR STAR CALIFORNIA V LLC \$	51,448.93
ACH	ICMA RETIREMENT TRUST 457 P/R 26 12/24 Deferred Comp Ded HR 0039500	10,358.83
	ICMA RETIREMENT TRUST 457 \$	10,358.83
ACH	LINCOLN NATIONAL LIFE INS CO P/R 26 12/24 Deferred Comp Ded HR 0039500	22,516.34
	LINCOLN NATIONAL LIFE INS CO \$	22,516.34
ACH	ICMA RETIREMENT TRUST 401 P/R 26 12/24 Exec Deferred Comp HR 0039500	7,608.70
	ICMA RETIREMENT TRUST 401 \$	7,608.70
ACH	AQUA BEN CORPORATION RP1-13,800 Lbs Polymer 750A 33898 18,343.84 RP1-13,800 Lbs Polymer 750A 33914 18,343.84 RP1-13,800 Lbs Polymer 750A 33937 18,343.84 RP1-13,800 Lbs Polymer 750A 33957 18,343.84 DAFT-9,200 Lbs Polymer 748E 33956 9,985.68 RP2-18,400 Lbs Polymer 748E 33986 19,971.36	
	AQUA BEN CORPORATION \$	103,332.40
ACH	AGRICULTURAL RESOURCES 1/16 Wtr Quality Consult 1/16 WTR QLTY	6,000.00

Check	Payee / Description	Amount
	AGRICULTURAL RESOURCES	\$ 6,000.00
ACH	CHINO BASIN DESALTER AUTHORITY CDA-Brine Concentrate Reduction Facility 212	4,923,926.73
	CHINO BASIN DESALTER AUTHORITY\$	4,923,926.73
ACH	INVENSYS SYSTEMS INC Inv-pH/ORP Sensors 93314603	2,702.86
	INVENSYS SYSTEMS INC	\$ 2,702.86
ACH	INLAND EMPIRE REGIONAL 11/15 Biosolids 90017276	243,080.46
	INLAND EMPIRE REGIONAL	\$ 243,080.46
ACH	KAMBRIAN CORPORATION ISS-Microsoft Visio for Office365 Subscr 8971	1,645.80
	KAMBRIAN CORPORATION	\$ 1,645.80
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 26 12/24 Employee Ded HR 0039500	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 26 12/24 Employee Ded HR 0039500	420.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	420.00
ACH	DISCOVERY BENEFITS INC P/R 26 12/24 Cafeteria Plan HR 0039500	2,647.32
	DISCOVERY BENEFITS INC	\$ 2,647.32
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem HEALTH PREM	469.46
	ESTRADA, JIMMIE J	\$ 469.46
ACH	LICHTI, ALICE Reim Monthly Health Prem HEALTH PREM	172.23
	LICHTI, ALICE	\$ 172.23
ACH	MORASSE, EDNA Reim Monthly Health Prem HEALTH PREM	172.23
	MORASSE, EDNA	\$ 172.23
ACH	NOWAK, THEO T Reim Monthly Health Prem HEALTH PREM	469.46
	NOWAK, THEO T	\$ 469.46
ACH	SONNENBURG, ILSE	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	172.23
	SONNENBURG, ILSE	\$	172.23
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM	172.23
	DYKSTRA, BETTY	\$	172.23
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM	469.46
	TORRES, ROBERT G	\$	469.46
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM	172.23
	MUELLER, CAROLYN	\$	172.23
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM	172.23
	GRIFFIN, GEORGE	\$	172.23
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM	172.23
	CANADA, ANGELA	\$	172.23
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM	172.23
	CUPERSMITH, LEIZAR	\$	172.23
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM	297.23
	DELGADO-ORAMAS JR, JOSE	\$	297.23
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM	148.62
	GRANGER, BRANDON	\$	148.62
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM	148.62
	GADDY, CHARLES L	\$	148.62
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM	23.62
	BAKER, CHRIS	\$	23.62
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM	125.00
	WEBB, DANNY C	\$	125.00

Check	Payee / Description	Amount
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 148.62
	HUMPHREYS, DEBORAH E	\$ 148.62
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 148.62
	MOUAT, FREDERICK W	\$ 148.62
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 125.00
	MORGAN, GARTH W	\$ 125.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 23.62
	ALLINGHAM, JACK	\$ 23.62
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 451.14
	MAZUR, JOHN	\$ 451.14
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 23.62
	RUDDER, LARRY	\$ 23.62
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 125.00
	INTERLICCHIA, RANDY	\$ 125.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 125.00
	HAMILTON, MARIA	\$ 125.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.23
	PICENO, TONY	\$ 172.23
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 23.62
	RAMOS, CAROL	\$ 23.62
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 125.00
	FISHER, JAY	\$ 125.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 23.62
	KING, PATRICK	\$ 23.62

Check	Payee / Description	Amount
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 125.00
	DIETZ, JUDY	\$ 125.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 148.62
	DAVIS, GEORGE	\$ 148.62
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 23.62
	MONZAVI, TAGHI	\$ 23.62
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.23
	PETERSEN, KENNETH	\$ 172.23
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.23
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 1,087.66
	TIEGS, KATHLEEN	\$ 1,087.66
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 777.28
	DIGGS, GEORGE	\$ 777.28
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 832.49
	HAYES, KENNETH	\$ 832.49
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 148.62
	HUNTON, STEVE	\$ 148.62
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 148.62
	RODRIGUEZ, LOUIS	\$ 148.62
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 480.05
	VARBEL, VAN	\$ 480.05
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 418.83

Check	Payee / Description	Amount
	CLIFTON, NEIL	\$ 418.83
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 125.00
	DELGADO, FRANCOIS	\$ 125.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 543.83
	WELLMAN, JOHN THOMAS	\$ 543.83
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 23.62
	SPEARS, SUSAN	\$ 23.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.23
	TROXEL, WYATT	\$ 172.23
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 451.14
	CORLEY, WILLIAM	\$ 451.14
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 340.15
	CALLAHAN, CHARLES	\$ 340.15
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.23
	LESNIAKOWSKI, NORBERT	\$ 172.23
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 271.92
	VER STEEG, ALLEN J	\$ 271.92
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 420.53
	HACKNEY, GARY	\$ 420.53
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 23.62
	CAREL, LARRY	\$ 23.62
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 326.14
	TOL, HAROLD	\$ 326.14
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 480.05

Check	Payee / Description	Amount
	BANKSTON, GARY	\$ 480.05
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 125.00
	ATWATER, RICHARD	\$ 125.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 451.14
	FIESTA, PATRICIA	\$ 451.14
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 902.28
	DIGGS, JANET	\$ 902.28
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 146.92
	CARAZA, TERESA	\$ 146.92
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 469.46
	ANDERSON, JOHN	\$ 469.46
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 706.98
	SANTA CRUZ, JACQUELYN	\$ 706.98
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 23.62
	HECK, ROSELYN	\$ 23.62
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 297.23
	SOPICKI, LEO	\$ 297.23
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 418.83
	HERNANDEZ, BENJAMIN	\$ 418.83
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 125.00
	GOSE, ROSEMARY	\$ 125.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 125.00
	KEHL, BARRETT	\$ 125.00
ACH	RITCHIE, JANN	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	125.00
	RITCHIE, JANN	\$	125.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM	418.83
	LONG, ROCKWELL DEE	\$	418.83
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM	125.00
	FATTAHI, MIR	\$	125.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM	297.23
	VERGARA, FLORENTINO	\$	297.23
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM	172.23
	WARMAN, RALPH	\$	172.23
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM	172.23
	ROGERS, SHIRLEY	\$	172.23
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM	271.92
	WALL, DAVID	\$	271.92
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM	148.62
	CHUNG, MICHAEL	\$	148.62
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM	172.23
	ADAMS, PAMELA	\$	172.23
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM	962.66
	BLASINGAME, MARY	\$	962.66
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM	23.62
	ANDERSON, KENNETH	\$	23.62
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM	23.62
	MOE, JAMES	\$	23.62

Check	Payee / Description	Amount
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 706.98
	POLACEK, KEVIN	\$ 706.98
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 260.59
	ELROD, SONDR	\$ 260.59
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 177.53
	FRAZIER, JACK	\$ 177.53
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 125.00
	HOAK, JAMES	\$ 125.00
ACH	DEZHAM, PARI Reim Monthly Health Prem	HEALTH PREM 146.92
	DEZHAM, PARI	\$ 146.92
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 146.92
	FOLEY III, DANIEL J.	\$ 146.92
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 125.00
	CLEVELAND, JAMES	\$ 125.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 845.41
	LANGNER, CAMERON	\$ 845.41
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 146.92
	HAMILTON, LEANNE	\$ 146.92
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 122.00
	HOOSHMAND, RAY	\$ 122.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 125.00
	SCHLAPKOHL, JACK	\$ 125.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 177.53
	POOLE, PHILLIP	\$ 177.53

Check	Payee / Description		Amount
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM	148.62
	ADAMS, BARBARA	\$	148.62
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM	458.68
	RUESCH, GENECE	\$	458.68
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM	543.83
	VANDERPOOL, LARRY	\$	543.83
ACH	DECOITE, JOANN Reim Monthly Health Prem	HEALTH PREM	125.00
	DECOITE, JOANN	\$	125.00
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	543.83
	AMBROSE, JEFFREY	\$	543.83
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	260.59
	MERRILL, DIANE	\$	260.59
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM	613.76
	HOUSER, ROD	\$	613.76
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM	146.92
	RUSSO, VICKI	\$	146.92
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM	418.83
	HUSS, KERRY	\$	418.83
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM	581.98
	BINGHAM, GREGG	\$	581.98
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM	125.00
	CHARLES, DAVID	\$	125.00
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	33991	21,401.15
	DAFT-6,900 Lbs Polymer 748E	33990	7,489.26

Check	Payee / Description		Amount
	AQUA BEN CORPORATION	\$	28,890.41


Grand Total Payment Amount: \$ 6,948,810.66


**ACTION
ITEM
2A**

Date: February 17, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (2/10/16)

From:  R. Joseph Grindstaff
General Manager

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

Subject: Resolution No. 2016-2-1, Participation in the California Asset Management Program

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2016-2-1, authorizing participation in the California Asset Management Program.

BACKGROUND

The Board of Trustees (Board) for the California Asset Management Program (CAMP) is seeking a replacement for an open seat on the Board due to a retiring Board member. The Board is comprised of local government finance directors and treasurers. In order to maintain the Board's public sector diversity and regional diversity, they are seeking a candidate from a special district in Southern California. CAMP extended an invitation to the Agency's CFO/AGM to interview for the position.

CAMP, a Joint Powers Authority (JPA), was established in 1989 by Monterey Peninsula Water Management District and Placer County. The JPA formed the California Asset Management Trust (Trust) to meet local government investment needs. Initially the Trust's focus was on the investment of proceeds from tax-exempt bonds and compliance with related arbitrage regulations. The Trust was later modified to also provide investment of operating and capital reserves. IEUA invested bond proceeds in CAMP between 2009 and 2012.

The Trust's Cash Reserve Portfolio (Pool) is a short-term money market portfolio with 125 active shareholders and total assets of \$1.6 billion as of June 30, 2015. The PFM Asset Management LLC (PFM) provides day-to-day portfolio management and program administrative services. PFM specializes in providing investment management services to public agencies. Currently, PFM

manages over \$12.1 billion for California public agencies; \$1.1 billion of which are water and wastewater districts.

Provided the Agency's CFO/AGM is appointed to the Board of Trustees, the Agency will need to join the Trust and invest in the Pool. Similar to the State's Local Agency Investment Fund (LAIF) and CalTrust, CAMP is a long-established, highly rated, very safe short-term investment pool. In addition to providing the Agency with another investment option, as a member of the CAMP Board, the Agency will highly benefit from PFM's investment strategies and comprehensive market analysis to help guide management of the Agency's investment portfolio.

The Declaration of Trust for the California Asset Management Program (CAMP) and Resolution 2016-2-1 were reviewed by the Agency's general counsel.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

There are no out-of-pocket expenses for money invested in the Trust. All expenses of the Trust are deducted from the Pool's yield, similar to LAIF or CalTrust investment pools. All travel and miscellaneous costs incurred by the board members are also covered by the Trust.

Attachments:

Resolution No. 2016-2-1, Participation in the California Asset Management Program
Declaration of Trust for CAMP

RESOLUTION NO. 2016-1-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, TO JOIN WITH OTHER PUBLIC AGENCIES AS A PARTICIPANT OF THE CALIFORNIA ASSET MANAGEMENT TRUST AND TO INVEST IN SHARES OF THE TRUST AND IN INDIVIDUAL PORTFOLIOS

WHEREAS, Section 6509.7 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act") provides that, if authorized by their legislative or other governing bodies, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power;

WHEREAS, under Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act, a "public agency" includes, but is not limited to, any California county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission, state department or agency, any joint powers authority formed pursuant to the Joint Exercise of Powers Act by public agencies or any nonprofit corporation whose membership is confined to public agencies or public officials;

WHEREAS, public agencies that constitute local agencies, as that term is defined in Sections 53600 of Title 5, Division 2, Part 1, Chapter 4, Article 2 of the Government Code of the State of California (the "California Government Code"), are authorized pursuant to Sections 53601(o), to invest all money belonging to, or in the custody of, a local agency not required for its immediate need in shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 of the California Government Code that invests in the securities and obligations authorized in subdivisions (a) to (n), inclusive, of Government Code Section 53601;

WHEREAS, the California Asset Management Trust (the "Trust") was established, pursuant to and in accordance with the Joint Exercise of Powers Act, by a Declaration of Trust, made as of December 15, 1989, as subsequently amended from time to time (the "Declaration of Trust"), as a vehicle for public agencies to jointly exercise their common power to invest the proceeds of debt issues and Public Agency surplus funds;

WHEREAS, pursuant to and in accordance with the Joint Exercise of Powers Act, the Public Agency desires to join the other public agencies which are or will be Participants of the Trust by adopting and executing the Declaration of Trust, a form which is on file in the office of Records for the Inland Empire Utilities Agency;

WHEREAS, the Public Agency is a "public agency" as that term is defined in Sections 6500 and 6509.7(b) of the Joint Exercise of Powers Act and a "local agency" as that term is defined in Section 53600 of the California Government Code;

WHEREAS, the Public Agency is otherwise permitted to be a Participant of the Trust and to invest funds in the Trust and in the individual portfolios to be managed by the Investment Adviser to the Trust ("Individual Portfolios"); and

WHEREAS, a program guide describing the Trust and the Individual Portfolios (the "Program Guide") is on file in the office of Records for the Inland Empire Utilities Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Public Agency as follows:

Section 1. The Public Agency shall join with other public agencies pursuant to and in accordance with the Joint Exercise of Powers Act by executing the Declaration of Trust and thereby becoming a Participant in the Trust, which Declaration of Trust is hereby approved and adopted. A copy of the Declaration of Trust, which is available in the office of Records for the Inland Empire Utilities Agency, shall be filed with the minutes of the meeting at which this Resolution was adopted. The Board President is hereby authorized to execute, and the Board Secretary is hereby authorized to attest and deliver, the Declaration of Trust.

Section 2. The Public Agency is hereby authorized to purchase shares in the Trust from time to time with available funds of the Public Agency, and to redeem some or all of those shares from time to time as such funds are needed.

Section 3. The Public Agency is hereby authorized to invest available funds of the Public Agency from time to time in one or more Individual Portfolios managed by the Investment Adviser to the Trust and described in the Program Guide.

Section 4. The appropriate officers, agents and employees of the Public Agency are hereby authorized and directed in the name and on behalf of the Public Agency to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, and any changes, amendments, modifications, or waivers thereto which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 5. This Resolution shall take effect at the earliest date permitted by law.

ADOPTED this 16th day of February, 2016.

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

ATTEST:

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

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2016-2-1, was adopted at a regular Board Meeting on February 16, 2016, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie, Secretary

*A Municipal Water District

CALIFORNIA ASSET
MANAGEMENT TRUST

DECLARATION
OF TRUST

Dated as of December 15, 1989, as amended and restated as of February 28, 2005

50 California Street
Suite 2300
San Francisco
California 94111
Phone (800) 729-7665
Fax (415) 982-4513

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THIS DECLARATION OF TRUST, made as of December 15, 1989 by the Initial Participants, is amended and restated as of February 28, 2005. Capitalized terms used herein shall have the meanings specified in Article I.

WITNESSETH

WHEREAS, Section 6502 of the Act provides that "if authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties"; and

WHEREAS, Section 6509.7(a) of the Act provides that "two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power"; and

WHEREAS, Section 6500 of the Act defines "Public Agency" to include "any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state"; and

WHEREAS, Section 6509.7(b) of the Act provides that in addition to those public agencies listed in Section 6500, the definition of "Public Agency" also includes "a nonprofit corporation whose membership is confined to public agencies or public officials"; and

WHEREAS, the Initial Participants are both California Public Agencies and are both authorized to invest funds pursuant to the Government Code of the State of California; and

WHEREAS, the Initial Participants have been authorized by their legislative or other governing bodies, and desire to agree by this Declaration of Trust, to jointly exercise their common power to invest funds through creation of the Trust as a separate entity under the Act; and

WHEREAS, the Initial Participants anticipate that other California Public Agencies as defined by the Act, as it may be amended from time to time, may wish to become Participants by adopting and executing this Declaration of Trust and thus becoming parties to it; and

WHEREAS, Section 6509.7(a) of the Act provides that Public Agencies' funds invested pursuant to an agreement entered into under the Act may be invested as authorized under subdivision (o) of Section 53601 of the California Government Code; and

WHEREAS, Section 53601 of the California Government Code, subdivision (o), makes shares of beneficial interest issued by the Trust eligible investments for Public Agencies; and

WHEREAS, Public Agencies that do not wish to become parties to this Declaration of Trust, but that wish to acquire Shares of Beneficial Interest issued by the Trust, may do so on terms provided hereunder and in accordance with the By-Laws governing the Trust.

NOW, THEREFORE, the Initial Participants hereby declare that all money and property contributed to the Trust established under this Declaration of Trust shall be held and managed in trust for the benefit of holders, from time to time, of the Shares of Beneficial Interest issued hereunder and subject to the provisions hereof.

ARTICLE I. DEFINITIONS

Except as otherwise expressly provided for in this Declaration of Trust, or unless the context otherwise requires, as used throughout this Declaration of Trust the following terms shall have the respective meanings specified below.

Act: The Joint Exercise of Powers Act, Section 6500 et seq. of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Affiliate: As to any person, any other person who owns beneficially, directly or indirectly, 1% of the outstanding capital stock or equity interest of such person or of any other person who controls, is controlled by or is under common control with such person, or is an officer, retired officer, director, employee, partner or Trustee of such person or of any other person who controls, is controlled by or is under common control with such person.

By-Laws: The By-Laws of the Trust made as of December 15, 1989, as amended and restated from time to time.

Cash Reserve Portfolio: A short-term money market portfolio of the Trust which is divided into two Series of Shares, the Participant Shares Series and the Investor Shares Series.

Certificate of Determination: An instrument, a copy of which is attached hereto as Exhibit A and incorporate by reference here, which has been approved by a majority of the Trustees establishing a Class or Series of Shares of a particular Class and setting forth therein the relative rights, preferences, approval powers, and terms and conditions of each Series or Class, as may be provided in such instrument.

Class. The designation of Shares issued by the Trust which is currently limited to one class known as the "Cash Reserve Portfolio Class of Shares."

Declaration of Trust: The Declaration of Trust made as of December 15, 1989 by the Initial Participants, as amended and restated as of February 28, 2005.

Information Statement: A disclosure document which describes in detail the management, policies and operations of the Pool, risks attendant to investments in the Trust, and other matters related to the Trust and the Pool.

Initial Participants: Monterey Peninsula Water Management District and Placer County.

Investment Advisory Agreement: The Amended and Restated Investment Advisory Agreement made as of May 14, 2004 by and between the Trust and PFM Asset Management LLC.

Investor Agreement. An agreement entered into between the Investor and the Trust in connection with the Investor's purchase of shares of Investor Shares Series.

Investor Shares Series: Shares in the Trust held by Investors. Shares of Investor Shares Series have no voting rights.

Investors: Public Agencies that acquire Shares of Investor Shares Series issued by the Trust without executing the Declaration of Trust and on such other terms as provided in the Declaration of Trust and By-Laws.

Participant Shares Series: Shares in the Trust held by Participants. Shares of Participant Shares Series have voting rights conferring approval powers in proportion to the number of full and fractional Shares held by each Participant.

Participants: Initial Participants and any subsequent Participants that are Public Agencies that join the Trust by executing the Declaration of Trust and who may acquire shares of Participant Shares Series.

Public Agency: As that term is defined in Section 6500 and Section 6509.7 of the Act.

Series: Subdivision of Shares within a Class. Each Series has rights, privileges, preferences and restrictions applicable to that Series as more fully set forth in a Certificate of Determination with respect to such Series. The Shares issued by the Trust within the Cash Reserve Portfolio Class of Shares are currently designated into two Series, the Participant Shares Series and Investor Shares Series.

Shareholders: Public Agencies that own Shares of a Class within the Trust or a Series within a Class.

Shares: Units of beneficial interests issued by the Trust and generally refers to shares of any one or more Series or Classes, or of all Series and Classes, as may apply.

Trust: The California Asset Management Trust formed pursuant to Section 6502 of the Act.

Trustees: Individuals appointed by the Board of Trustees and approved by Participants pursuant to the Declaration of Trust and By-Laws to manage the Trust's activities on behalf of the Trust. So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name, which name (and the word "Trust" wherever used herein) shall refer to the Trustees as Trustees, and not as individuals or personally, and shall not refer to the officers, employees, agents or Participants of the Trust. If the Trustees determine that the use of that name is not advisable, they may use another designation or adopt another name under which the Trust may hold property or conduct its activities.

ARTICLE II. NAME, PURPOSE AND REPRESENTATIONS

Section 2.1. Name.

The name of the trust created hereby is CALIFORNIA ASSET MANAGEMENT TRUST. The Trust shall constitute a separate public entity within the meaning of Section 6507 of the Act.

Section 2.2. Purpose.

The purpose of the Trust is to provide California Public Agencies, both the Participants and the Investors, with an instrumentality or agency to pool their proceeds of debt issues and other funds and to facilitate the investment of and accounting for such funds. Public Agencies of the State of California, authorized under the Act, as may be amended from time to time, or other applicable California statutes, as shall be in effect from time to time, to enter into joint arrangements of this nature, may become Participants after their governing bodies have adopted and executed this Declaration of Trust. Investors

may invest in the Shares of the Trust without becoming Participants by executing an Investor Agreement containing the representations and warranties, covenants and agreements referenced herein as applicable to the Investors.

Section 2.3. Representations of Participants and Investors.

Each Participant and each Investor (by execution of an Investor Agreement), represents and warrants to the other Participants and Investors, but only as to itself, as follows:

(a) The Shareholder is duly organized and validly existing as a Public Agency of the State of California, as that term is defined in Sections 6500 and 6509.7(b) of the Act, as may be amended from time to time, and has full legal right, power and authority to enter into this Declaration of Trust or the Investor Agreement, as may be applicable, to observe and perform its obligations hereunder or thereunder and to invest its assets as provided herein or therein; and by all necessary official actions the Shareholder has duly authorized and approved the execution of this Declaration of Trust or the applicable Investor Agreement, as the case may be, the observance and performance of its obligations hereunder or thereunder and the investment of its assets as provided herein or therein.

(b) This Declaration of Trust with respect to each Participant and Investor Agreement with respect to each Investor constitutes a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, and by the application of equitable remedies in appropriate cases.

ARTICLE III. TRUSTEES

Section 3.1. Initial Trustees.

By the execution of this Declaration of Trust, the Initial Participants appoint the following five individuals to serve as initial Trustees:

Bruce Buel
Earl Corin
Nancy E. Hicks
James S. Kennedy
Robert C. Leland

Section 3.2. Number, Qualification, Election and Term of Trustees.

The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided, however, that the number of Trustees shall not be less than three and not greater than fifteen and shall not be less than the number of classes of California Public Agencies entitled to representation on the Board of Trustees as provided in the By-Laws. All Trustees shall be members of the governing body, officers or full-time employees of California Public Agencies. Other than the initial Trustees and Trustees named to fill vacancies as provided in Section 3.4., the Trustees shall be appointed by the Board of Trustees and approved annually by the Participants. Except in the event of resignations or removals pursuant to Section 3.3., each Trustee shall hold office until his or her successor is appointed and approved by the Board of Trustees and the Participants and qualified to serve as Trustee. Each Trustee shall either sign this Declaration of Trust or agree in writing to be bound by it.

Section 3.3. Resignation and Removal.

Any Trustee may resign his or her trust (without need for prior or subsequent accounting) by an instrument in writing signed by such Trustee and delivered to the other Trustees, and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. A Trustee who has ceased to be qualified as provided in the By-Laws, who has died, who has been judged incompetent or bankrupt, or for whom a guardian or conservator has been appointed, shall be deemed to have resigned as of the date of such disqualification, death, adjudication or appointment. Any Trustee may be removed, with or without cause, by the action of two-thirds of the remaining Trustees. Upon the resignation or removal of a Trustee, such former Trustee shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver such documents as the remaining Trustees shall require as provided in the preceding sentence.

The Superior Court of the City and County of San Francisco, California, may at the suit of any Participants holding at least 10% of the Shares, remove from office any Trustee in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the Trust and may bar from reelection any Trustee so removed for a period determined by the Court.

Section 3.4. Vacancies.

The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the disqualification, death, resignation, removal, bankruptcy, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. No such vacancy shall operate to annul this Declaration of Trust or to remove any existing agency created pursuant to the terms of this Declaration of Trust. In the case of an existing vacancy, including a vacancy existing by reason of an increase in the number of Trustees, the remaining Trustees shall fill such vacancy by the appointment of such other person as they in their discretion shall see fit and as is qualified as provided herein and in the By-Laws. If there shall be no remaining Trustee, any Participant may petition the Superior Court of the City and County of San Francisco to appoint a Trustee who is qualified as provided herein and by the By-Laws. Any such appointment shall not become effective, however, until the person appointed shall have accepted in writing such appointment and agreed in writing to be bound by the terms of this Declaration of Trust. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of resignation, provided that such appointment shall not become effective prior to such resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 3.4., the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.

ARTICLE IV. POWERS OF TRUSTEES

Section 4.1. General.

The Trustees shall have exclusive and absolute control over the Trust property and over the affairs of the Trust to the same extent as if the Trustees were the sole owners of the Trust property in their own right, but with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees shall have power to conduct the affairs of the Trust and carry on its operations in any and all of its branches and maintain offices both within and without the State of California, and to do all such other things and execute all such instruments as the Trustees deem necessary, proper or desirable in

order to promote the interests of the Trust although such things are not herein specifically mentioned. Any determination as to what is in the interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of a power to the Trustees. The enumeration of any specific power herein shall not be construed as limiting the aforesaid powers. Such powers of the Trustees may be exercised without order of or resort to any court. Notwithstanding the foregoing, the investment powers of the Trustees under this Declaration of Trust shall be subject to any restrictions upon the manner of exercising such powers imposed by the laws of the State of California, including Section 53635 of Title 5, Division 7, Part 1, Chapter 4, Article 2 of the Government Code, as in effect on the date of adoption of this Declaration of Trust by the Initial Participants and as may be amended from time to time. In the event that such Initial Participants (or any successor Participants designated as described below) cease to be parties to this Declaration of Trust, the Trustees shall designate other Participants as successor Participants for purposes of this Section.

Section 4.2. Investments.

The Trustees shall have the power to subscribe for, invest in, reinvest in, purchase or otherwise acquire, own, hold, pledge, sell, assign, transfer, exchange, distribute, lend or otherwise deal in or dispose of investments of every nature and kind, provided such investment is (in the sole and absolute discretion of the Trustees) consistent with the investment objectives and policies set forth in the Trust's Information Statement, as most recently amended or supplemented, and to exercise any and all rights, powers and privileges of ownership or interest in respect of any and all such investments of every kind and description, including without limitation, the right to consent and otherwise act with respect thereto, with power to designate one or more persons, firms, associations or corporations to exercise any of such rights, powers and privileges in respect of any of such investments.

Section 4.3. Legal Title.

Legal title to all the Trust property shall be vested in the Trustees as joint tenants, except that the Trustees shall have power to cause legal title to any Trust property to be held by or in the name of one or more of the Trustees, or in the name of the Trust, or in the name of any other person as nominee, on such terms as the Trustees may determine, provided that the interest of the Trust therein is appropriately protected. The right, title and interest of the Trustees in the Trust property shall vest automatically in each person who may hereafter become a Trustee. Upon the resignation, removal, incapacity, disqualification or death of a Trustee such Trustee shall automatically cease to have any right, title or interest in any of the Trust property, and the right, title and interest of such Trustee in the Trust property shall vest automatically in the remaining Trustees. Such vesting and cessation of title shall be effective whether or not conveyancing documents have been executed and delivered.

Section 4.4. Issuance and Redemption of Shares.

The Trustees shall have the power to issue, sell, repurchase, redeem, retire, cancel, acquire, hold, resell, reissue, dispose of, transfer, and otherwise deal in Shares and, subject to the provisions hereof, to apply to any such repurchase, redemption, retirement, cancellation or acquisition of Shares any funds or property of the Trust, whether capital or surplus or otherwise, to the full extent now or hereafter permitted by California law.

Section 4.5. Borrowing Money and Lending Trust Property.

Subject to applicable law, the Trustees shall have power to borrow money or otherwise obtain credit and to secure the same by mortgaging, pledging or otherwise subjecting as security the assets of the Trust, to endorse, guarantee, or undertake the performance of any obligation, contract or engagement of any other person and to lend Trust property.

Section 4.6. Delegation and Committees.

The Trustees shall have power to delegate from time to time to such of their number or to officers, employees or agents of the Trust the doing of such things and the execution of such instruments either in the name of the Trust or the names of the Trustees or otherwise as the Trustees may deem expedient, to the same extent as such delegation is permitted by law and consistent with the By-Laws.

Section 4.7. Collection and Payment.

The Trustees shall have power to collect all property due to the Trust; to pay all claims, including taxes, against the Trust property; to prosecute, defend, compromise or abandon any claims relating to the Trust property; to foreclose any security interest securing any obligation by virtue of which any property is owed to the Trust; and to enter into releases, agreements and other instruments.

Section 4.8. Expenses and Limits Thereon.

The Trustees shall have the power to incur and pay any expenses which in the opinion of the Trustees are necessary or incidental to carry out any of the purposes of this Declaration of Trust. The Trustees shall fix the compensation of all officers and employees who are not Trustees.

Section 4.9. Litigation.

The Trustees shall have the power to engage in and to prosecute, defend, compromise, abandon, or adjust, by arbitration or otherwise, any actions, suits, proceedings, disputes, claims, and demands relating to the Trust or the Trust property, and, out of the Trust property, to pay or to satisfy any debts, claims or expenses incurred in connection therewith, including those of litigation, and such power shall include without limitation the power of the Trustees or any appropriate committee thereof, in the exercise of their or its good faith business judgment, consenting to dismiss any action, suit, proceeding, dispute, claim, or demand, derivative or otherwise, brought by any person, including a Participant or an Investor in such Participant's or Investor's own name or in the name of the Trust, whether or not the Trust or any of the Trustees may be named individually therein or the subject matter arises by reason of business for or on behalf of the Trust.

Section 4.10. Manner of Acting and By-Laws.

Except as otherwise provided herein or in the By-Laws, any action to be taken by the Trustees may be taken by a majority of the Trustees present at a meeting of Trustees (a quorum being present). The Trustees may adopt By-Laws not inconsistent with this Declaration of Trust to provide for the conduct of the affairs of the Trust and may amend or repeal such By-Laws.

Section 4.11. Miscellaneous Powers.

The Trustees shall have the power to: (a) employ or contract with such persons as the Trustees may deem desirable for the transaction of the affairs of the Trust; (b) to the extent permitted by law, enter into joint ventures, partnerships and any other combinations or associations; (c) remove Trustees or fill vacancies in or add to their number, elect and remove such officers and appoint and terminate such agents or employees as they consider appropriate, and appoint from their own number and others, and terminate, any one or more committees which may exercise some or all of the power and authority of the Trustees as the Trustees may determine; (d) purchase, and pay for out of Trust property, insurance policies insuring the Trustees, officers, employees, agents, Participants, investment advisers, distributors, or independent contractors of the Trust against all claims arising by reason of holding any such position or by reason of any action taken or omitted by any such person in such capacity, whether or not constituting negligence, or whether or not the Trust would have the power to indemnify such person against such liability; (e) to the extent permitted by law, indemnify any person with whom the Trust has dealings to such extent as the Trustees shall determine; (f) determine and change the fiscal year of the Trust and the method by which its accounts shall be kept; and (g) adopt a seal for the Trust but the absence of such seal shall not impair the validity of any instrument executed on behalf of the Trust.

In addition to these specific powers, the Trustees shall also have all other powers consistent with the Act and the laws of California governing California business trusts and reasonably necessary from time to time to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE V. INVESTMENT ADVISORY AND OTHER SERVICES TO TRUST

Section 5.1. Investment Adviser and Approval of Agreements.

The Trustees are responsible for the general policies of the Trust and for such general supervision of the business of the Trust conducted by all officers, agents, employees, advisers, managers or independent contractors of the Trust as may be necessary to insure that such business conforms to the provisions of this Declaration of Trust. However, the Trustees shall not be required personally to conduct all the business of the Trust, and consistent with their ultimate responsibility as stated above, the Trustees shall have the power to appoint, employ or contract with any person (including one or more of themselves or any corporation, partnership, or Trust in which one or more of them may be directors, officers, stockholders, partners or trustees) as the Trustees may deem necessary or proper for the transaction of the business of the Trust. The Trustees may in their discretion, from time to time, enter into an investment advisory or management contract whereby the other party to such contract shall undertake to furnish the Trust such management, investment advisory or supervisory, administrative, accounting, legal, statistical, research, and promotional facilities and services, and such other facilities and services, if any, as the Trustees may in their discretion determine. The Trustees may authorize the investment adviser to effect purchases, sales, loans or exchanges of portfolio securities of the Trust on behalf of the Trustees or may authorize any officer, employee or Trustee to effect such purchases, sales, loans or exchanges pursuant to recommendations of the investment adviser, all without further action by the Trustees. Any such purchases, sales, loans and exchanges shall be deemed to have been authorized by all of the Trustees.

The Trustees shall have the power to determine the compensation and other terms of employment or contract of the investment adviser or any other person whom they may employ or with whom they may contract; provided, however, that any determination to employ or contract with any Trustee or any person of which a Trustee is an Affiliate, shall be valid only if made, approved or ratified

by a majority of the Trustees who are not Affiliates of such person. The Trustees may exercise broad discretion in allowing the investment adviser to administer and regulate the operations of the Trust, to act as agent for the Trust, to execute documents on behalf of the Trustees, and to make decisions which conform to general policies and general principles previously established by the Trustees.

Section 5.2. Other Activities of Investment Adviser.

Subject to and as limited by the terms and conditions of any Investment Advisory Agreement or other agreement between the Trust and the investment adviser, the investment adviser shall not be required to administer the investment activities of the Trust as its sole and exclusive function and may have other business interests and may engage in other activities similar or in addition to those relating to the Trust, including the rendering of services and advice to other persons and the management of other investments (including investments of the investment adviser and its Affiliates).

The investment adviser shall be required to use its best efforts to present a continuing and suitable investment program to the Trust which is consistent with the investment policies and objectives of the Trust.

Section 5.3. Other Services to the Trust.

The Trustees may, from time to time in their discretion, enter into contracts or agreements with independent contractors to carry out the following functions: (1) transfer agent and dividend disbursing agent; (2) administrator, to maintain the books and records of the Trust, to supervise all aspects of the Trust's operations, including periodic updating of the Trust's Information Statement, to prepare the Trust's tax returns and periodic reports to Shareholders, to compute the Trust's daily net asset value and yield, to provide office space, equipment and facilities necessary for the Trust's operations and to provide such other administrative services as the Trustees may require; (3) distributor, to act as the Trust's sales agent for the distribution of the Shares, (4) customer service agent, to provide information to California Public Agencies which are Participants or Investors or are interested in becoming Participants or Investors; (5) custodian bank, to hold all money and securities constituting the Trust property; (6) independent certified public accountants, to perform an annual audit and provide such other services as the Trustees may require, and (7) legal counsel. The foregoing specific list shall not prevent the Trustees from employing other persons to provide such advice, assistance or services as the Trustees may, from time to time, require to carry out the purposes of the Trust as set forth in Section 2.2.

ARTICLE VI. LIMITATIONS OF LIABILITY

Section 6.1. No Personal Liability.

No Participant shall be subject to any personal liability whatsoever to any person in connection with the Trust property or the acts, obligations or affairs of the Trust. Subject to Section 6.2., no Trustee, officer, employee or agent of the Trust shall be subject to any personal liability whatsoever to any person in connection with Trust property or the acts, obligations or affairs of the Trust, and all such persons shall look solely to the Trust property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. No Participant, Trustee, officer, employee, or agent, as such, of the Trust, made a party to any suit or proceeding to enforce any such liability, shall be held to any personal liability. The Trust shall indemnify and hold each Participant harmless from and against all claims and liabilities to which such Participant may become subject by reason of its being or having been

a Participant and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability; provided that such indemnity or reimbursement shall be made from assets (or proceeds thereof or income therefrom) of the one or more Series of Shares of the Trust in respect of which such claim or liability arose and not from the assets (or proceeds or income therefrom) of any other Series of Shares of the Trust. The rights accruing to a Participant under this Section 6.1. shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

Section 6.2. Non-Liability and Indemnification of Trustees and Others.

No Trustee, officer, employee or agent of the Trust shall be liable to the Trust, to its Shareholders, or to any Participant, Trustee, officer, employee or agent thereof for any action or failure to act (including, without limitation, the failure to compel, in any way, any former or acting Trustee to redress any breach of trust), except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of duty. Each Trustee, officer, employee and agent of the Trust shall be indemnified as provided in the By-Laws and to the fullest extent provided by California law.

Section 6.3. Surety Bond Required.

The Trustees shall obtain a surety bond in such amounts and with such terms as they shall determine pursuant to Section 6505.1 of Title 1, Division 7, Chapter 5 of the Government Code of the State of California.

Section 6.4. No Duty of Investigation and Notice in Trust Instruments.

No purchaser, lender, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or be liable for the application of money or property paid, loaned, or delivered to or on the order of the Trustees or of such officer, employee or agent. Every obligation, contract, instrument, certificate, Share or other security of the Trust and undertaking, and every other document executed in connection with the Trust, shall be conclusively presumed to have been executed or done by the executors thereof only in their capacity as Trustees under this Declaration of Trust or in their capacity as officers, employees or agents of the Trust. Every written obligation, contract, instrument, certificate, Share or other security of the Trust or undertaking made or issued by the Trustees shall recite that it is executed by them not individually, but as Trustees under this Declaration of Trust, and that the obligations of any such instruments are not binding upon any of the Trustees or Participants individually, but bind only the Trust property, but the omission of such recital shall not operate to bind the Trustees or Participants individually.

Section 6.5. Reliance on Experts.

Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel, or upon reports made to the Trust by any of its officers or employees or by the investment adviser, administrator, transfer agent, custodian, distributor accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers or employees of the Trust.

Section 6.6. Immunity from Liability, etc.

All of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of Trustees, officers, agents or employees of the Initial Participants and any additional Participants when performing their functions within the territorial limits of their respective Public Agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties associated with the Trust.

Section 6.7. Further Restriction of Duties and Liabilities.

Without limiting the foregoing provisions of this Article VI, the Trustees, officers, employees, agents, and Participants of the Trust shall in no event have any greater duties or liabilities than those imposed by applicable law as shall be in effect from time to time.

ARTICLE VII. SHARES OF BENEFICIAL INTEREST

Section 7.1. Beneficial Interest.

The interest of the Shareholders hereunder shall be divided into transferable units to be called Shares. The number of Shares authorized hereunder is unlimited. Except as otherwise provided in this Section 7.1. and in Section 7.8. hereof, each Share shall represent an equal proportionate interest in the net assets of the Trust. Each Share of any Class of Shares created by the Trustees, whether or not the Trustees have created more than one Series of Shares of such Class, shall represent an equal proportionate interest in the assets of that Class with each other Share in that Class. The Trustees may divide or combine the Shares of any Class into a greater or lesser number of Shares of that Class or any Series of that Class without thereby changing the proportionate interests of each Share of that Class in the assets of that Class.

There is hereby established and designated one Class of Shares known as the "Cash Reserve Portfolio" Class. This Class of Shares shall be divided into two Series of Shares, within the same portfolio, a "Participant Shares Series" and an "Investor Shares Series." Subject to the provisions of Section 7.8. hereof, the Trustees may authorize the creation of additional Classes of Shares (the proceeds of which may be invested in other portfolios with investment objectives different from the "Cash Reserve Portfolio" Class) and such series of Shares of such additional Classes as the Trustees may deem appropriate. All Shares issued hereunder, including, without limitation, Shares issued in connection with a dividend in Shares or a division of Shares, shall be fully paid and nonassessable. Except as expressly provided herein, or in the action of the Trustees in creating any new Series of a Class, no division of Shares into Series shall result in the creation of a preference as to dividends or distributions or a preference in the event of any liquidation, termination or winding up of the Trust. All references to Shares in this Declaration of Trust shall be deemed to be Shares of any one or more Series or Classes, or of all Series and Classes, as the context may require.

Section 7.2. Rights of the Shareholders.

The ownership of the Trust property of every description and the right to conduct the affairs of the Trust herein before described are vested exclusively in the Trustees, and the Shareholders shall have no interest therein other than the beneficial interest conferred by their Shares, and they shall have no right to call for any partition, division, dividend or distribution of any property, profits, rights or interests

of the Trust nor can they be called upon to assume any losses of the Trust or suffer an assessment of any kind by virtue of their ownership of the Shares beyond their beneficial interests in the Shares. The Shares shall be personal property giving only the rights specifically set forth in this Declaration of Trust. The Shares shall not entitle the holder to preference, preemptive, appraisal, conversion or exchange rights, except as the Trustees may determine.

Section 7.3. Establishment of a Trust.

It is the intention of the Trustees and the Shareholders to create the relationship of Trustee and beneficiary between the Trustees and each Shareholder from time to time. It is not the intention of the Trustees and the Shareholders to create a general partnership, limited partnership, joint stock association, corporation, bailment or any form of legal relationship other than a trust. Nothing in this Declaration of Trust shall be construed to make the Shareholders, either by themselves or with the Trustees, partners or members of a partnership or a joint stock association.

Section 7.4. Register of Shares.

A register shall be kept at the principal office of the Trust or at such place as the Trustees shall designate containing the names and addresses of all the Shareholders and the number of Shares held by them respectively and a record of all transfers thereof. Such register shall be conclusive as to which California Public Agencies are the holders of the Shares and which California Public Agencies shall be entitled to receive distributions or otherwise to exercise or enjoy the rights of Participants or Investors. No Shareholder shall be entitled to receive payment of any distribution, nor to have rights given to it as herein or in the By-Laws provided, until its correct name and address has been given to the transfer agent or such other officer or agent of the Trustee as shall keep the register. The Trustees, in their discretion, may but need not authorize the issuance of Share certificates and promulgate appropriate rules and regulations as to their use.

Section 7.5. Transfer of Shares.

Shares shall be transferable on the records of the Trust only by the record holder thereof or by its agent thereunto duly authorized in writing, upon delivery to the transfer agent of a duly executed instrument of transfer, together with such evidence of the genuineness of each such execution and authorization and of other matters as may reasonably be required. Upon such delivery the transfer shall be recorded on the register of the Trust. Until such record is made, the Shareholder of record shall be deemed to be the holder of such Shares for all purposes hereunder and neither the Trustees nor any transfer agent nor any officer, employee or agent of the Trust shall be affected by any notice of the proposed transfer. No Shares may be transferred to a transferee other than a California Public Agency or the Trust itself. Any attempted transfer to any other person shall be void and of no effect.

Section 7.6. Notices.

Any and all notices and communications to which a Shareholder may be entitled shall be deemed duly given or made if delivered in person or mailed, postage prepaid, addressed to the Shareholder of record at its address as recorded on the register of the Trust. In addition to any other notice or communication to which a Shareholder may be entitled, each Shareholder shall be entitled to notice of any amendment to this Declaration of Trust or of any matter which is approved by the Participants.

Section 7.7. Approval Powers.

The following matters taken by the Trustees shall require the approval of a majority of the holders of outstanding voting Shares: (i) the appointment of Trustees as provided in Section 3.2., (ii) liquidation of any Class of Shares or Participant Shares Series as provided in Section 7.8.(e), (iii) termination of the Trust as provided in Section 10.2., (iv) amendment of this Declaration of Trust to the extent provided in Section 10.3., (v) merger, consolidation or sale of assets of the Trust as provided in Section 10.4., (vi) a change in the investment restrictions or fundamental policies set forth in the Information Statement, except as set forth therein, and (vii) such additional matters relating to the Trust as may be required by this Declaration of Trust or the By-Laws or as the Trustees may consider necessary or desirable. Only Participants shall be entitled to exercise such approval powers in proportion to the number of full and fractional Shares held by each Participant. Investors shall have no voting rights.

Shares shall not be cumulated for the purpose of approving Trustees. Until Shares are issued, the Trustees may exercise all rights of the Participants and may take any action required by law, this Declaration of Trust or the By-Laws to be taken by the Participants. The By-Laws may include further provisions for the approval of the Participants and related matters.

Section 7.8. Series and Classes of Shares.

The following provisions are applicable regarding the Series or Classes of Shares of the Trust established and designated by Section 7.1. hereof and shall be applicable if the Trustees shall establish and designate additional Classes or Series of a Class as provided in that Section:

(a) The number of Shares of each Series or Class that may be issued shall be unlimited.

(b) All consideration received by the Trust for the issue or sale of Shares of a particular Class (whether or not Shares of such Class have been divided into Series), together with all assets in which such consideration is invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and any funds or payments derived from reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to Shares of that Class for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Trust. In the event that there are any assets, income, earnings, profits, or proceeds thereof, or funds or payments of the Trust which are not readily identifiable as belonging to any particular Class, the Trustees shall allocate them among any one or more of the Classes established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Shareholders of all Classes for all purposes.

(c) The assets belonging to each particular Class shall be charged with the liabilities of the Trust in respect of that Class, as will all expenses, costs, charges and reserves attributable to that Class, and any general liabilities, expenses, costs, charges or reserves of the Trust which are not readily identifiable as belonging to any particular Class shall be allocated and charged by the Trustees to and among any one or more of the Classes established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Shareholders in all Classes for all purposes.

(d) Except as otherwise provided in the Certificate of Determination of the Trustees creating a Series of Shares of a particular Class, all dividends and distributions on Shares of a particular Class shall be distributed pro rata to the holders of that Class in proportion to the number of Shares of that Class held by such holders at the date and time of record established in the By-Laws for the payment of such dividends or distributions.

(e) In the event of the liquidation of a particular Series of a Class or of an entire Class, the Participants or Investors in that Series or Class, as the case may be, which is being liquidated shall be entitled to receive, when and as declared by the Trustees, the excess of the assets belonging to Shares of that Class over the liabilities attributable to Shares of the Class. The holders of Shares of any such Class shall not be entitled thereby to any distribution upon liquidation of any other Series or Class. The assets so distributable to the Participants or Investors, as the case may be, in any Class shall be distributed among such Participants or Investors in proportion to the number of Shares of that Class, whether in one or more Series, held by them and recorded on the books of the Trust. The liquidation of any particular Series or Class in which there are Shares then outstanding held by Participants may be authorized by an instrument in writing, without a meeting, signed by a majority of the Trustees then in office, subject to the affirmative vote of a majority of the outstanding voting Shares of that Series or Class held by Participants.

(f) The Trustees shall have the authority to provide that the holders of Shares of any Series or Class shall have the right to convert or exchange such Shares for or into Shares of one or more other Series or Class in accordance with such requirements and procedures as may be established by the Trustees.

(g) The Trustees shall have the power to determine the designations, preferences, privileges, limitations and rights, including approval and dividend rights, of each Series or Class of Shares. Subject to the provisions of this Section 7.8., all Shares of all Series or Classes shall have identical rights and privileges.

(h) The establishment and designation of any Series or Class of Shares in addition to those established and designated in Section 7.1. hereof shall be effective upon the execution by a majority of the then Trustees of an instrument setting forth such establishment and designation and the relative rights, preferences, approval powers, restrictions, limitations as to dividends, qualifications, and terms and conditions of redemption of such Series or Class or as otherwise provided in such instrument. At any time that there are no Shares outstanding of any particular Series or Class previously established and designated, the Trustees may by an instrument executed by a majority of their number abolish that Series or Class and the establishment and designation thereof. Each instrument referred to in this paragraph shall constitute an amendment to this Declaration of Trust.

ARTICLE VIII. REDEMPTIONS

Section 8.1. Redemptions.

In case any Shareholder at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer agent or at the office of any bank or trust company, either in or outside of California which is a member of the Federal Reserve System and which the transfer agent has designated in writing for that purpose, to have the Shares redeemed by the Trust at the net asset value thereof per Share next determined after such deposit as provided in the By-Laws. Payment for redemption shall be made to the

Shareholder within the number of business days specified in the Trust's current Information Statement, unless the date of payment is postponed pursuant to Section 8.2. hereof, in which event payment may be delayed beyond such period.

Section 8.2. Suspension of Right of Redemption.

The Trustees may declare a suspension of the right of redemption or postpone the date of payment or redemption for the whole or any part of any period (i) during which the New York Stock Exchange is closed other than customary weekend and holiday closings, (ii) during which trading on the New York Stock Exchange is restricted, or (iii) during which an emergency exists as a result of which disposal by the Trust of securities owned by it is not reasonably practicable or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension shall take effect at such time as the Trustees shall specify, but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment on redemption until the Trustees shall declare the suspension at an end, except that the suspension shall terminate in any event on the first day on which the New York Stock Exchange shall have reopened or the period specified in (ii) or (iii) shall have expired (as to which the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption, a Shareholder may either withdraw its request for redemption or receive payment based on the net asset value existing after the termination of the suspension.

Section 8.3. Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges.

The Trustees shall have the power to redeem Shares owned by any Shareholder to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Shareholder to make full payment for Shares purchased by such Shareholder, or (ii) to collect any charge relating to a transaction effected for the benefit of such Shareholder which is applicable to Shares as provided in the Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 8.1. hereof.

Section 8.4. Redemptions Pursuant to Constant Net Asset Value Policy.

The following provisions shall apply to any Series, or multiple Series of a Class or Classes of Shares invested in the same portfolio, of investments of the Trust during any period that the Trustees, in their discretion, establish a policy of maintaining a constant net asset value per Share. If for any reason the net income of the Trust attributable to such Shares invested in the same portfolio shall, at the time of any determination thereof in accordance with Section 9.1. hereof, be a negative amount, then the Trustees shall have power to cause the number of outstanding Shares of such Series or multiple Series of a Class or Classes of Shares invested in the same portfolio to be reduced by requiring each Shareholder to contribute to the capital of the Trust such Shareholder's proportionate part of the total number of Shares which have an aggregate current net asset value equal as nearly as may be practicable to the amount of the Trust's net loss in respect of such portfolio. Each Shareholder, by becoming a registered holder of Shares, agrees to make any such contribution which may be required.

Section 8.5. Redemptions in Kind.

Payment for Shares redeemed pursuant to Section 8.1. may, at the option of the Trustees, or such officer or officers as they may duly authorize for the purpose, in their complete discretion be made in cash, or in kind, or partially in cash and partially in kind. In case of payment in kind, the Trustees, or

their delegate, shall have absolute discretion as to what security or securities shall be distributed in kind and the amount of the same, and the securities shall be valued for purposes of distribution at the figure at which they were appraised in computing the net asset value of the Shares.

Section 8.6. Minimum Investment.

The Trustees shall have the power to fix the minimum investment for Shareholders expressed in dollars or Shares, or both. Whenever a Shareholder's investment is less than the minimum established by the Trustees, the Trustees may redeem the Shares of such Shareholder, provided thirty days prior notice is given to such Shareholder. If the Trustees increase the minimum investment to an amount greater than it was at the time of the investment of any Shareholder, the investment of such Shareholder shall not be redeemed solely because it is less than such minimum amount without such Shareholder's consent.

ARTICLE IX. DETERMINATION OF NET ASSET VALUE, NET INCOME AND DISTRIBUTIONS

By-Laws to Govern Net Asset, Net Income and Distribution Procedures.

The Trustees, in their absolute discretion, may prescribe and shall set forth in the By-Laws such bases and times for determining the per Share net asset value of the Shares, the net income of the Trust, and the declaration and payment of distributions, as they may deem necessary or desirable.

ARTICLE X. DURATION, TERMINATION AND AMENDMENT

Section 10.1. Duration.

The Trust shall continue without limitation of time but subject to the provisions of this Article X.

Section 10.2. Termination of Trust.

(a) The Trust may be terminated by the vote of the majority of the authorized Trustees, subject to approval of the holders of not less than two-thirds of the holders of outstanding voting Shares. Upon the termination of the Trust:

(i) The Trust shall carry on no activities except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the Trust property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its business; provided that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all the Trust property shall require approval in accordance with Section 10.4. hereof; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust property, in cash or in kind or partly in cash and partly in kind, among the Shareholders according to their respective beneficial interests.

(b) After termination of the Trust and distribution to the Shareholders as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and interests of all Shareholders shall thereupon cease.

Section 10.3. Amendment Procedure.

(a) This Declaration of Trust may be amended by the vote of the Trustees, subject to approval of such amendment by a majority of the holders of outstanding voting Shares. The Trustees may also amend this Declaration of Trust without such approval to change the name of the Trust or any Series or Class, to establish and designate additional Series or Classes, to supply any omission herein or to correct or supplement any ambiguous, defective or inconsistent provision hereof, or if they deem it necessary, to conform this Declaration of Trust to the requirements of applicable laws or regulations, or to eliminate or reduce any taxes which may be payable by the Trust or the Shareholders, but the Trustees shall not be liable for failing to do so.

(b) No amendment may be made under this Section 10.3. which would change any rights with respect to any Share by reducing the amount payable thereon upon liquidation of the Trust, or by diminishing or eliminating any approval rights pertaining thereto, except with the vote of a majority of the Trustees and the approval of the holders of two-thirds of the outstanding voting Shares. Nothing in this Declaration of Trust shall permit its amendment to impair the exemption from personal liability of the Participants, Trustees, officers, employees and agents of the Trust or to permit assessments upon the Shareholders.

(c) A certificate signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees and, if applicable, by the majority of the outstanding voting Shares, or a copy of the Declaration of Trust as amended, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment when lodged among the records of the Trust.

Section 10.4. Merger, Consolidation and Sale of Assets.

To the extent permitted by law, the Trust may merge into or consolidate with any other corporation, association, trust or other organization or may sell, lease or exchange all or substantially all of the Trust property, including its good will, upon such terms and conditions and for such consideration when and as authorized by vote of a majority of the Trustees and approved by the holders of two-thirds of the outstanding voting Shares.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Governing Law.

This Declaration of Trust is executed by the Initial Participants and delivered in the State of California and with reference to the laws thereof, and the rights of all parties and the validity and construction of every provision hereof shall be subject to and consented according to the laws of the State of California.

Section 11.2. Counterparts.

This Declaration of Trust may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts, together, shall be constituted one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 11.3. Adoption by California Public Agencies.

A Public Agency of the State of California may become a Participant of this Trust by taking appropriate action to adopt this Declaration of Trust, furnishing the Trust with satisfactory evidence that such action has been taken, and signing a counterpart of this Declaration of Trust. A copy of this Declaration of Trust may be adopted through incorporation by reference into an ordinance or resolution of such Public Agency, and a certified copy of such ordinance or resolution shall constitute satisfactory evidence of adoption contemplated by this Section.

Section 11.4. Certificates.

Any certificate executed by an individual who, according to the records of the Trust, appears to be a Trustee hereunder, or Secretary or Assistant Secretary of the Trust, certifying to: (a) the number or identity of Trustees or Shareholders, (b) the due authorization of the execution of any instrument or writing, (c) the form of any vote passed at a meeting of Trustees, (d) the number of Trustees present or voting at any meeting, (e) the form of any By-Laws adopted by or the identity of any officers elected by the Trustees, or (f) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any person dealing with the Trustees and their successors.

Section 11.5. Provisions in Conflict with Law or Regulations.

(a) The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any of such provisions is in conflict with applicable laws and regulations, the conflicting provisions shall be deemed superseded by such laws or regulations to the extent necessary to eliminate such conflict; provided, however, that such determination shall not affect any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted prior to such determination.

(b) If any provision of this Declaration of Trust shall be held invalid or unenforceable, such invalidity or unenforceability shall pertain only to such provision and shall not in any manner affect any other provision of this Declaration of Trust in any jurisdiction.

Section 11.6. Index and Headings for Reference Only.

The index and headings preceding the text, articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Declaration of Trust.

Section 11.7. Successors in Interest.

This Declaration of Trust and the By-Laws shall be binding upon and inure to the benefit of the undersigned Initial Participants and their successors and assigns, and every Shareholder and its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Trust as of the date first herein above set forth.

**MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT**

PLACER COUNTY

By: /s/ Dick Heuer

By: /s/ Alex Ferreira

Name: Dick Heuer

Name: Alex Ferreira

Title: Chairman

Title: Chairman, Board of Supervisors

The undersigned Public Agency hereby represents that the governing body of the undersigned has duly adopted by appropriate action the Declaration of Trust of the California Asset Management Trust dated as of December 15, 1989, as amended and restated as of February 28, 2005; hereby executes such Declaration of Trust and, by such execution, hereby becomes a party to and Participant of the Trust and agrees to be bound by all the provisions of the Declaration of Trust.

Date: _____

Public Agency: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

**CERTIFICATE OF DETERMINATION
OF CALIFORNIA ASSET MANAGEMENT TRUST
(PARTICIPANT SHARES SERIES AND INVESTOR SHARES SERIES)**

We, the undersigned Trustees of the California Asset Management Trust ("Trust"), a California Joint Exercise of Powers Authority, formed pursuant to Section 6500 of the Joint Exercise of Powers Act, Title 1, Division 7, Chapter 5 of the Government of the State of California, and a common law trust established under a Declaration of Trust dated as of December 15, 1989, as amended and restated as of February 28, 2005 ("Declaration of Trust") (capitalized terms used herein, unless otherwise provided, have the meaning assigned in the Declaration of Trust), do hereby adopt the following:

WHEREAS, the Declaration of Trust authorizes the Trustees to divide the shares of beneficial interest ("Shares") into any number of Classes and Series of Classes and determine the rights, preferences, privileges and restrictions granted to or imposed upon any of the such Classes or Series of Classes of Shares; and

WHEREAS, the Declaration of Trust authorizes two Series of Shares of the Cash Reserve Portfolio Class, consisting of Participant Shares Series and Investor Shares Series with each Share representing an equal proportionate Share in the net assets of the Class; and

WHEREAS, the Participant Share Series consists of Shares issued and outstanding to Participants in the Trust with rights, preference, privileges and restrictions as more fully set forth herein and in the Declaration of Trust and By-Laws; and

WHEREAS, the Trustees wish to designate the rights, preferences, privileges and restrictions of the Participant Shares Series and the Investor Share Series.

NOW, THEREFORE, BE IT RESOLVED, as follows:

(a) Participant Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Participant Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the By-Laws as adopted as of December 15, 1989, as amended and restated as of February 28, 2005 ("By-Laws"), or the Declaration of Trust, Participant Shares have exclusive voting rights on the following matters: (a) the appointment of Trustees, (b) liquidation of any Participant Shares Series, or any Class of Shares held in whole or in part by Participants, (c) termination of the Trust, (d) amendment of the Declaration of Trust, (e) merger, consolidation or sale of assets of the Trust, (f) change in the investment restrictions or fundamental policies set forth in the Information Statement, and (g) such other matters relating to the Trust as may be required by the By-Laws or the Declaration of Trust or as the Trustees may consider necessary or desirable to obtain the approval of the holders of the Participant Shares Series; and

2. Dividends. The holders of the Participant Shares Series shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each holder of the Participant Shares Series in proportion to the number of Shares of the Participant

Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Participant Shares Series, each holder of the Participant Shares Series shall be entitled to receive, when and as declared by the Trustees in accordance with the By-Laws and the Declaration of Trust, the net asset value of each Share of the Participant Shares Series held by the Participant. The holders of the Participant Shares Series shall not be entitled to any distribution upon liquidation of any other Series. The assets so distributable to the holders of the Participant Shares Series shall be distributed in proportion to the number of Shares of the Participant Shares Series held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Participant Shares Series shall have the right at any time to redeem Shares of the Participant Shares Series at the net asset value per Share with payment for the Shares of the Participant Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

RESOLVED, FURTHER,

(b) Investor Shares Series. The rights, preferences, privileges and restrictions granted to or imposed upon the Investor Shares Series are as follows:

1. Voting Rights. Except as otherwise expressly provided by law, the Investor Shares Series shall have no voting rights; and

2. Dividends. The holders of the Investor Shares Series shall be entitled to receive dividends and distributions as may be determined by the Trustees, in accordance with the By-Laws and the Declaration of Trust, and all such dividends and distributions shall be distributed pro rata to each holder of the Investor Shares Series in proportion to the number of Shares of the Investor Shares Series held by such holder at the date and time of record established by the By-Laws for the payment of such dividends and distributions; and

3. Liquidation. In the event of any liquidation of the Investor Shares Series, each holder of the Investor Shares Series shall be entitled to receive, when and as declared by the Trustees, in accordance with the By-Laws and the Declaration of Trust, the net asset value of each share of the Investor Shares Series. The holders of the Investor Shares Series shall not be entitled to any distribution upon liquidation of any other Series. The assets so distributable to the holders of the Investor Shares Series shall be distributed in proportion to the number of Shares of the Investor Shares Series held by each holder and recorded on the books of the Trust; and

4. Redemption. The holder of the Investor Shares Series shall have the right at any time to redeem Shares of the Investor Shares Series at the net asset value per Share with payment for the Shares of the Investor Shares Series redeemed to be made by the Trustees to such holder either in cash or in kind or partially in cash and partially in kind, as may be determined by the Trustees, in their complete discretion, or by such officer or officers as the Trustees may duly authorize for this purpose.

VERIFICATION BY WRITTEN DECLARATION

Robert C. Leland declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ Robert C. Leland

Name: Robert C. Leland

Steve Dial declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ Steven Dial

Name: Steven Dial

William J. Zenoni declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ William J. Zenoni

Name: William J. Zenoni

Deborah S. Bailey declares under penalty of perjury under the laws of the State of California that she has read the foregoing Certificate and knows the contents thereof and that the same is true of her own knowledge.

Dated: February 28, 2005

By: /s/ Deborah S. Bailey

Name: Deborah S. Bailey

James S. Kennedy declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ James S. Kennedy

Name: James S. Kennedy

Charles Lomeli declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ Charles Lomeli

Name: Charles Lomeli

Paul S. Gibson declares under penalty of perjury under the laws of the State of California that he has read the foregoing Certificate and knows the contents thereof and that the same is true of his own knowledge.

Dated: February 28, 2005

By: /s/ Paul S. Gibson

Name: Paul S. Gibson

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CAMP

CALIFORNIA ASSET
MANAGEMENT PROGRAM

JOINT POWERS AUTHORITY

50 CALIFORNIA STREET
SUITE 2300
SAN FRANCISCO
CALIFORNIA 94111
PHONE (800) 729-7665
FAX (415) 982-4513

smCalifornia Asset Management Program is a Service Mark of the California Asset Management Trust


**ACTION
ITEM**


2B


Date: February 17, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (02/10/16)

From:  P. Joseph Grindstaff
General Manager

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

 Warren T. Green
Manager of Contracts and Facilities Services

Subject: Contract Award for the Carbon Canyon Wastewater Regional Facility (CCWRF) Lawn Conversion Improvement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the landscape services contract for the CCWRF Lawn Conversion Improvements, project, EcoTech Services, Inc. for a not-to-exceed amount of \$124,000;
2. Approve a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) fund revenue and expense in the amount of \$200,000; and
3. Authorize the General Manager to execute the contact.

BACKGROUND

As part of the regional water use efficiency planning and programming, The Commercial, Industrial, and Institutional (CII) Turf Removal Rebate Program promotes the removal of high water-consuming turf and encourages participants to install climate appropriate plants and convert overhead sprinklers to more efficient technologies, such as micro-spray or drip system irrigation. Over 65 percent of the region's water is used to irrigate landscape, with outdoor water use representing a major source of waste.

Landscape Services Contract Award for the CCWRF Lawn Conversion Improvements

February 17, 2016

Page 2

Metropolitan Water District of Southern California (MWD) provides water-use efficiency rebates with a base rate. The Agency, in partnership with its member agencies, augments those rebates to increase the base rate and attract greater participation.

In response to the Governor's Drought Declaration and a call for an immediate reduction in water use, on July 1, 2014, the Agency's internal response for its facilities was to reduce recycled water irrigation use by 60 percent for internal facility turf grass, and reduced recycled water irrigation by 20 percent for external facility turf grass. Following the immediate action to reduce recycled water consumption, a landscape plan to remove all internal facility turf, utilizing the MWD water-use efficiency institutional rebate of \$2 per square foot (sq. ft.), was initiated.

From December 2015 through January 2016, the Agency's Facilities Services staff prepared the landscape design and scope of work internally for the CCWRF Lawn Conversion Improvements Project. The Agency is currently awaiting MWD approval of the Agency's application for removal of 117,712 sq. ft. of total turf and a rebate of \$2 per sq. ft. for a total eligible rebate of \$235,424.

This is the Agency's fourth turf removal project with MWD. Consistent with the process, the Agency completed a request for a reservation once the reservation is approved the project can start. Once the project is completed the Agency can then submit their application for funding, MWD can deny the application if they feel the work wasn't completed to the expectations for the rebate. Fortunately, the Agency has not received a denial for the two applications submitted.

The proposed landscape improvement services contract will convert approximately 125,574 sq. ft. (2.88 acres) of existing turf areas throughout the CCWR facility to alternate uses comprised of:

- Graveled areas - including three locales of low-water-use shrubs;
- Mulched areas - including sparsely-spaced low-water-use small trees, shrubs, succulents, cactus; and
- Decomposed granite areas - including sparsely-spaced low-water-use small trees, shrubs, succulents, and cactus.

A competitive request for proposal (RFP) for this professional landscape services contract was issued to prospective landscape contractors through Planet Bids electronic solicitation system and direct e-mail. Of the ten potential contractors that attended the mandatory job-walk, six submitted proposals to the RFP;

COMPANY	PROPOSAL AMOUNT
EcoTech Services, Inc.	\$124,000
Aramexx Construction	\$149,862
Stay Clean, Inc.	\$172,663
ConServe LandCare	\$174,500
Clean Cut Landscape	\$186,386
Landscape Support Services	\$193,250

A technical review committee reviewed and evaluated each of the proposals. The committee concurred that the EcoTech Services, Inc., the low bidder, had the most responsive proposal which will provide the best value to the Agency, as reflected through their understanding of the scope of work, project team's qualifications and experiences, and ability to meet the project schedule. The CCWRF Lawn Conversion Improvements Services contract, to EcoTech Services, Inc., will be a not-to-exceed amount of \$124,000. The total project costs including staff labor and outside consultant for turf disposal is estimated to be \$200,000, well below the eligible rebate of \$235,424.

The overall project schedule is as follows:

PROJECT PHASE	DATE
Conversion Contract Award	February 2016
Conversion Completion	April 2016
Rebate Funding Request	April 2016

CCWRF Lawn Conversion Improvements project, is consistent with the Agency's Business Goal of environmental stewardship and good neighbor policy to enhance regional water supplies through education and promotion of water use efficiency measures.

PRIOR BOARD ACTION

On April 15, 2015, the Board of Directors approved Contract No. 4600001867 for the RP-5 Lawn Conversion Improvements to Brickman Group, Inc. for a not-to-exceed amount of \$339,755.

On December 16, 2005, the Board of Directors approve the landscape services Contract No. 460002017 for the RP-1 Lawn Conversion Improvements, Project No. CP16007, to Conserve LandCare, Inc. for a not-to-exceed amount of \$319,200 and a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) fund revenue and expense in the amount of \$400,000.

IMPACT ON BUDGET

The total project costs will be submitted to MWD for reimbursement through the Turf Removal Rebate Program. The MWD rebate is expected to fully cover the total project costs with no impact to the Fiscal Year 2015/16 RO fund.

Carbon Canyon Wastewater Recycling Facility Lawn Conversion Improvements January 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Warren T. Green,
Manager of Contracts & Facilities Services (CAP)

Lucia Diaz,
Senior Site Administrator

Lawn Conversion Improvements Scope

- Remove 117,712 ^{sq. ft} ~~square~~ ^{sq. ft} feet (84.7%) (2.702 acres) of existing turf at CCWRF
 - Gravel groundcover
 - Mulch with low water use plants
 - Decomposed granite with low water use plants



CCWRF Landscape MWD Rebate

- Metropolitan Water District (MWD) pending awarded IEUA a \$2/Sq. Ft. Institutional turf removal rebate for:
 - 117,712 Sq. Ft.
 - \$235,424 total eligible rebate
 - \$200,000 total estimated project costs (includes \$190,000 landscape contractor services, turf disposal and staff labor costs)



Proposals Received

- Ten contractors participated in the mandatory job walk,
- Six submitted proposals,
- All proposals were responsive to the RFP

Company	Proposal Amount
EcoTech Services, Inc.	\$124,000
Aramexx Construction	\$149,862
Stay Clean, Inc.	\$172,663
ConServe LandCare	\$174,500
Clean Cut Landscape	\$186,386
Landscape Support Services	\$193,250

Recommendation

- Approve the landscape services contract with EcoTech Services, Inc of a not-to-exceed amount of \$124,000; and
- Approve Fiscal Year 2015/16 amended budget in the RO Fund for revenue and expenses in the amount of \$200,000.

Consistent with the Agency's Business Goal of environmental stewardship and good neighbor policy to enhance regional water supplies through education and promotion of water use efficiency measures



Questions?

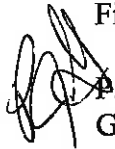
**ACTION
ITEM**


2C


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

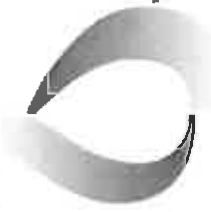
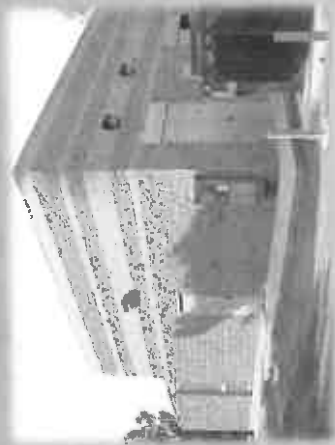
The award of the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, for the not-to-exceed amount of \$729,000 is within the total project budget of \$1,590,000 in the Recycled Water (WC) Fund.

PJG:CB:SS:nm

**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**

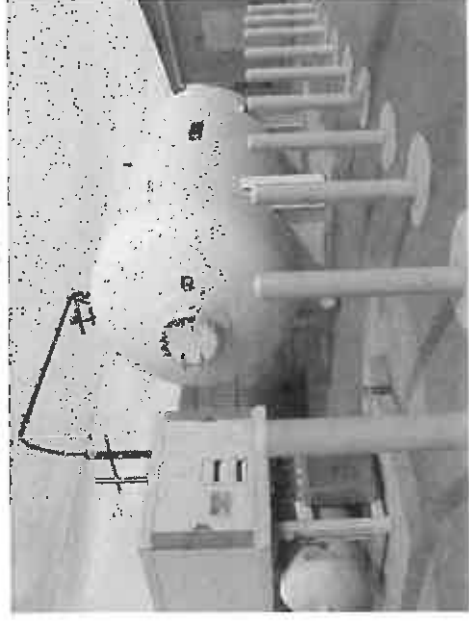
**Nasrin Maleki, P.E.
Senior Engineer**

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

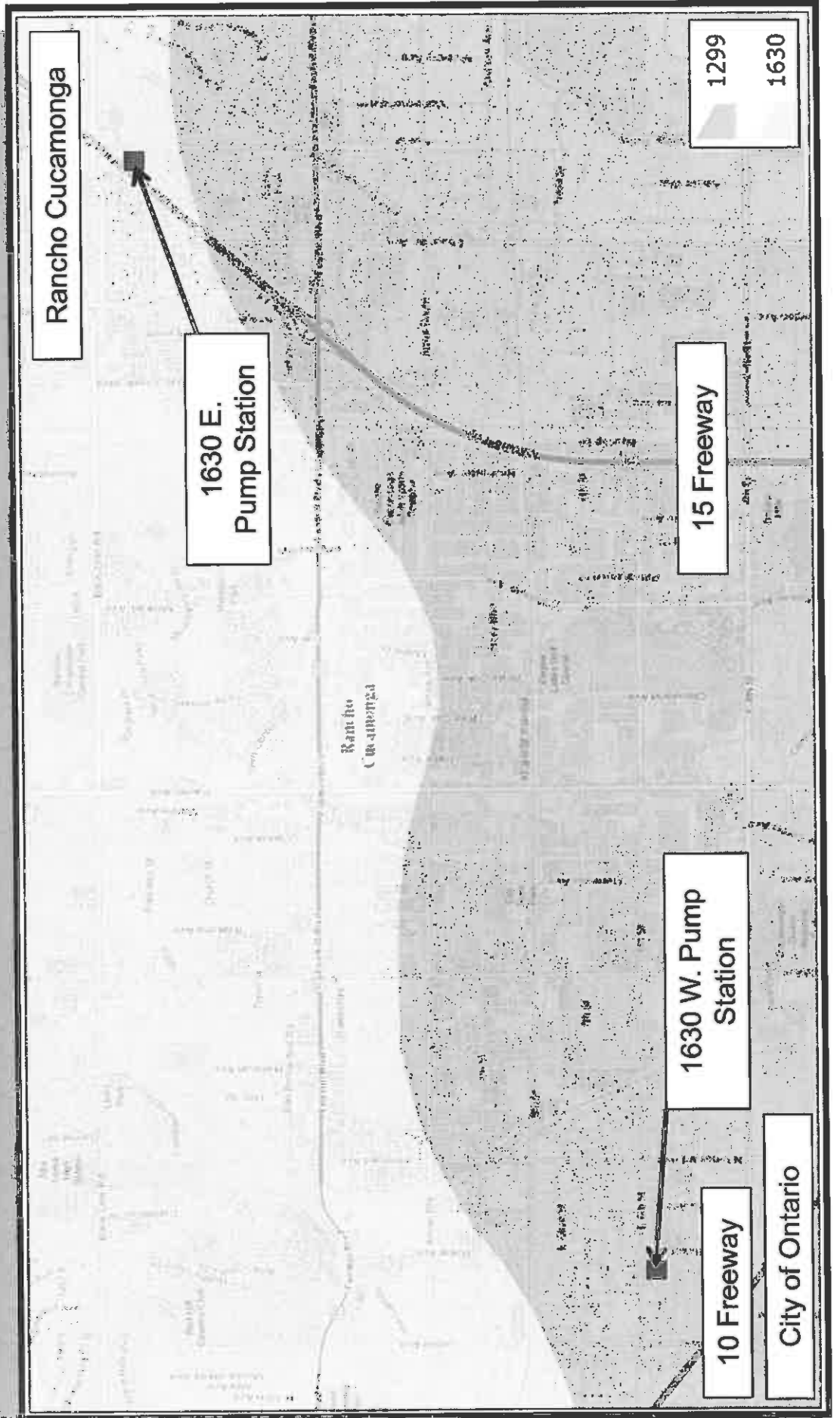


1630 W. Surge Tank

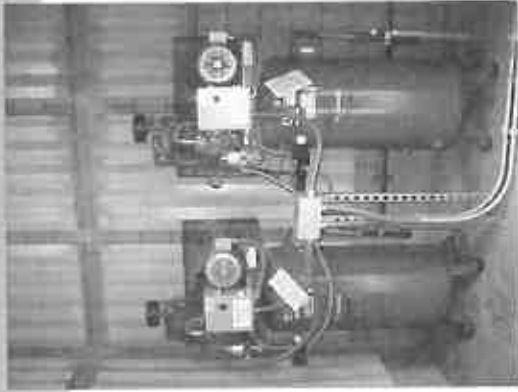


1630 E. Surge Tank

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 Constringtion, 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.

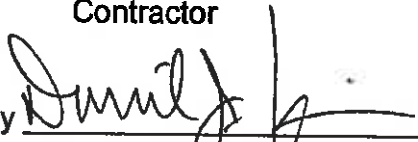
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including 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

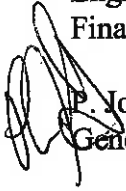
**ACTION
ITEM**


2D


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

Agency-Wide Lighting Improvements Construction Contract Award

February 17, 2016

Page 2 of 3

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.

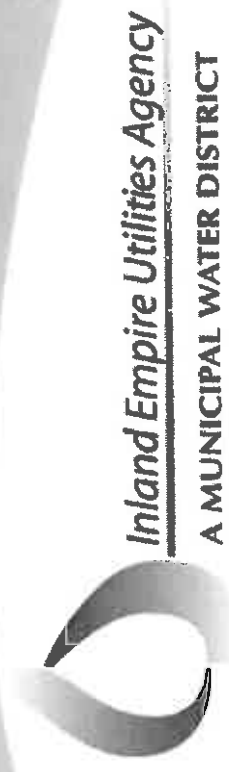
IMPACT ON BUDGET

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**

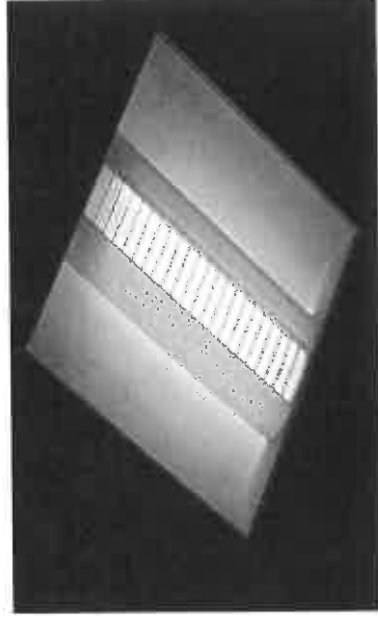


Shaun J. Stone, P.E.
Manager of Engineering

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



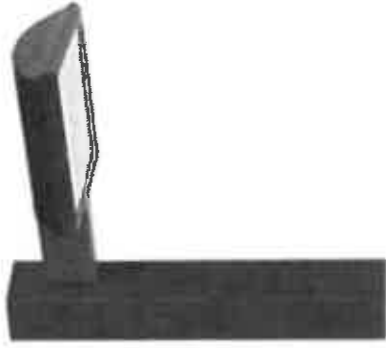
Existing 2x2x2 Linear Fluorescent Recessed Lights at HQA
\$11.00/day



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-JUL-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:	\$567,076.01
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
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 warranty, 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 28562600-0007		
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 WPLED26/PC	\$3,665 64	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			15 00	\$215 28	1 1351 =	\$3,665 64
				Material only, labor under CTC 26562300-0021		
12	16 00 00 00-0135		ea	RAB WPLED52/PC	\$952 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 00-0603		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 06L 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	\$484.71 x	1.1351 =	\$2,109.97
				Material only, labor under CTC 26511300-0858			
21	16000-1601		ea	CREE CR-LE-40LHE-40K-S-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 GangNote: 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 CeilingNote: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$324.74		
	Installation			2.00 x	\$170.61 x	0.9517 =	\$324.74
34	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	\$2,699.93		
	Installation			15.00 x	\$189.13 x	0.9517 =	\$2,699.93
35	26 09 23 00-0007	EA		Install Additional Switching RelayNote: Includes 8' of plenum rated control wire, mounting, j-box	\$442.81		
	Installation			8.00 x	\$58.16 x	0.9517 =	\$442.81
36	26 09 23 00-0008	EA		On Board Occupancy Sensor For Light FixtureNote: Factory installed	\$2,027.29		
	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		
	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		
	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		
	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		
	Installation			71.00 x	\$101.12 x	0.8676 =	\$6,228.95
	Demolition			71.00 x	\$80.67 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		
	Installation			28.00 x	\$130.86 x	0.9517 =	\$3,238.03
	Demolition			28.00 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				
				Installation	Quantity: 15.00, Unit Price: \$130.13, Factor: 0.8676, Total: \$1,693.51
				Demolition	Quantity: 15.00, Unit Price: \$43.33, Factor: 0.8676, Total: \$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				
				Installation	Quantity: 1.00, Unit Price: \$195.19, Factor: 0.8676, Total: \$169.35
				Demolition	Quantity: 1.00, Unit Price: \$65.07, Factor: 0.8676, Total: \$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				
				Installation	Quantity: 32.00, Unit Price: \$160.43, Factor: 0.8676, Total: \$4,454.05
				Demolition	Quantity: 32.00, Unit Price: \$80.21, Factor: 0.8676, Total: \$2,226.89
				Labor only NPP 0105	
45	26 56 26 00-0007		EA	42" H.I.D. Bollard	\$1,016.08
	Excludes Material				
				Installation	Quantity: 3.00, Unit Price: \$260.25, Factor: 0.8676, Total: \$677.38
				Demolition	Quantity: 3.00, Unit Price: \$130.13, Factor: 0.8676, Total: \$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				
				Installation	Quantity: 1.00, Unit Price: \$174.91, Factor: 0.8676, Total: \$151.75
				Demolition	Quantity: 1.00, Unit Price: \$87.46, Factor: 0.8676, Total: \$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 warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$4,539.00
				Installation	Quantity: 4,539.00, Unit Price: \$1.00, Factor: 1.0000, Total: \$4,539.00
				Bonds, including insurance	
48	01 52 13 00-0004		MO	8' x 8' x 40' Storage Container	\$471.97
				Installation	Quantity: 4.00, Unit Price: \$136.00, Factor: 0.8676, Total: \$471.97
				2 Cont x 2 months	



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - HQ						
49	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
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	Unit Price	Factor	Total
			876.00	\$6.95	0.8676 =	\$5,282.12
				Over 125'/pallet		
51	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$583.38	
				Installation		
			Quantity	Unit Price	Factor	Total
			585.00	\$1.11	0.8676 =	\$583.38
52	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
				First 15 miles hauling		
53	16 00 00 00-0106		ea	RAB ALED2T50	\$29,838.33	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			58.00	\$469.41	1.1351 =	\$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	Unit Price	Factor	Total
			13.00	\$197.65	1.1351 =	\$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	Unit Price	Factor	Total
			1.00	\$251.76	1.1351 =	\$285.77
				Material only, labor under CTC 26563600-0028		
56	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$1,121.75	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			8.00	\$123.53	1.1351 =	\$1,121.75
				Material only, labor under CTC 26511300-0029		
57	16 00 00 00-0603		ea	EVOKIT 2X2 P 32L 31W 840 + 502435krt	\$38,307.82	
		NPP Task		Installation		
			Quantity	Unit Price	Factor	Total
			199.00	\$169.59	1.1351 =	\$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	Unit Price	Factor	Total
			103.00	\$205.88	1.1351 =	\$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	Unit Price	Factor	Total
			2.00	\$305.88	1.1351 =	\$694.41
				Material only, labor under CTC 26511300-0029		
60	28 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79	
				Installation		
			Quantity	Unit Price	Factor	Total
			69.00	\$16.30	0.8676 =	\$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	Factor	Total
			Installation	4.00 x	\$2.19 x	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	Factor	Total
			Installation	45.00 x	\$33.97 x	0.9517 =	\$1,454.82
63	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$141.33		
				Quantity	Unit Price	Factor	Total
			Installation	330.00 x	\$0.45 x	0.9517 =	\$141.33
64	26 01 50 51-0152		EA	Recycle Compact Fluorescent Lamps	\$5.07		
				Quantity	Unit Price	Factor	Total
			Installation	13.00 x	\$0.41 x	0.9517 =	\$5.07
65	26 01 50 51-0153		EA	Recycle U-Shaped Or Circular Fluorescent Lamps	\$57.75		
				Quantity	Unit Price	Factor	Total
			Installation	148.00 x	\$0.41 x	0.9517 =	\$57.75
66	26 01 50 51-0154		EA	Recycle HID Lamps	\$91.75		
				Quantity	Unit Price	Factor	Total
			Installation	75.00 x	\$1.41 x	0.8676 =	\$91.75
67	26 01 50 52-0036		EA	Fluorescent Ballast Removal	\$1,784.32		
				Quantity	Unit Price	Factor	Total
			Installation	504.00 x	\$3.72 x	0.9517 =	\$1,784.32
68	26 09 23 00-0004		EA	Wall Switch Replacement Occupancy Sensor, Double GangNote: Includes integral occupancy sensor and relay	\$1,223.47		
				Quantity	Unit Price	Factor	Total
			Installation	18.00 x	\$71.42 x	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	Factor	Total
			Installation	22.00 x	\$189.13 x	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	Factor	Total
			Installation	10.00 x	\$58.16 x	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	Factor	Total
			Installation	113.00 x	\$79.20 x	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	Factor	Total
			Installation	199.00 x	\$29.27 x	0.9517 =	\$5,543.40
				LABOR ONLY NPP 0603			
				Excludes Material			



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 =	\$16,716.38
			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	\$1,956.42		
		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		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$136.00 x	0.8676 =	\$471.97
				2 Cot x 2 months			
81	01 MO D0 00-0004	0004	MO	For Delivery, Each Way, Add	\$294.98		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$85.00 x	0.8676 =	\$294.98
				4 Pickup & delivery			
82	01 86 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12		
				Quantity	Unit Price	Factor	Total
			Installation	876.00 x	\$6.95 x	0.8676 =	\$5,282.12
				Over 125'/pallet			
83	01 74 19 00-0022		CYM	Hauling On Paved Roads, First 15 Miles	\$563.38		
				Quantity	Unit Price	Factor	Total
			Installation	585.00 x	\$1.11 x	0.8676 =	\$563.38
84	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96		
				Quantity	Unit Price	Factor	Total
			Installation	195.00 x	\$0.78 x	0.8676 =	\$131.96
				First 15 miles hauling			
85	16 00 00 00-0105		ea	RAB ALED2T105	\$57,722.81		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	91.00 x	\$558.82 x	1.1351 =	\$57,722.81
				Material only, labor under CTC 26562300-0095			
86	16 00 00 00-0106		ea	RAB ALED2T50	\$2,131.31		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$489.41 x	1.1351 =	\$2,131.31
				Material only, labor under CTC 26562300-0092			
87	16 00 00 00-0107		ea	RAB ALED2T78	\$6,393.93		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	12.00 x	\$469.41 x	1.1351 =	\$6,393.93
				Material only, labor under CTC 26562300-0095			
88	16 00 00 00-0109		ea	RAB BAYLED78NW	\$22,434.84		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	56.00 x	\$352.94 x	1.1351 =	\$22,434.84
				Material only, labor under CTC 26511300-0658			
89	16 00 00 00-0111		ea	RAB CANVAS78T	\$2,029.83		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$447.08 x	1.1351 =	\$2,029.83
				Material only, labor under CTC 26563600-0028			
90	16 00 00 00-0115		ea	RAB SLIM18	\$172.26		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$151.76 x	1.1351 =	\$172.26
				Material only, labor under CTC 26562300-0006			



Record	Section - Item	Modifier	UOM	Description	Line Total	
Category - RP1						
91	16 00 00 00-0120		EA	RAB ELED4T50/PC	\$552 86	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	\$487.06	1.1351	\$552.86
			x	x	=	
			THE FIXTURE IS RAB ALED4T50/PC Material only, labor under CTC 26562300-0092			
92	16 00 00 00-0121		EA	RAB ALED4T78	\$1,065 65	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			2.00	\$469.41	1.1351	\$1,065.65
			x	x	=	
			Material only, labor under CTC 26562300-0095			
93	16 00 00 00-0124		EA	RAB FFLED52	\$742 67	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			2.00	\$327.14	1.1351	\$742.67
			x	x	=	
			Material only, labor under CTC 26563600-0071			
94	16 00 00 00-0126		EA	RAB FXLED300SF	\$23,075 90	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			20.00	\$1,016.47	1.1351	\$23,075.90
			x	x	=	
			Material only, labor under CTC 26563600-0258			
95	16 00 00 00-0127		EA	RAB FXLED78	\$3,888 76	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			8.00	\$428.24	1.1351	\$3,888.76
			x	x	=	
			Material only, labor under CTC 26563600-0079			
96	16 00 00 00-0128		EA	RAB VANLED20	\$451 36	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			2.00	\$198.82	1.1351	\$451.36
			x	x	=	
			Material only, labor under CTC 26562300-0122			
97	16 00 00 00-0129		EA	RAB WP2LED24	\$8,605 47	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			36.00	\$210.59	1.1351	\$8,605.47
			x	x	=	
			Material only, labor under CTC 26562300-0021			
98	16 00 00 00-0131		EA	RAB SLIM18/PC	\$4,615 14	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			24.00	\$169.41	1.1351	\$4,615.13
			x	x	=	
			Material only, labor under CTC 26562300-0006			
99	16 00 00 00-0132		EA	RAB WP2LED24/PC	\$777 23	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			3.00	\$228.24	1.1351	\$777.23
			x	x	=	
			Material only, labor under CTC 26562300-0021			
100	16 00 00 00-0133		EA	RAB WPLED18/PC	\$2,558 03	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			11.00	\$204.71	1.1351	\$2,558.03
			x	x	=	
			Material only, labor under CTC 26562300-0021			
101	16 00 00 00-0134		EA	RAB WPLED26/PC	\$16,373 17	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			67.00	\$215.29	1.1351	\$16,373.17
			x	x	=	
			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 26562300-0052			
103	16 00 00 00-0254		ea	Lith 2TLX4-80L-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 FWA12 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	18 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	\$194 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	18 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 08L 4K AS UN NA G L5	\$7,723 22
		NPP Task		Installation	
				Quantity	14 00 x
				Unit Price	\$486 00 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	13 00 x
				Unit Price	\$534 00 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	23 00 x
				Unit Price	\$483 00 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	15 00 x
				Unit Price	\$531 00 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	19 00 x
				Unit Price	\$579 00 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	26 00 x
				Unit Price	\$217 65 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	6 00 x
				Unit Price	\$205 88 x
				Factor	1 1351 =
				Total	\$1,402 17
				Material only, labor under CTC 26511300-0029	
120	16 00 00 00-1401		ea	ge alv1-0-1-T-47-D-6-S-B-V-ST-K-N-W	\$4,513 66
		NPP Task		Installation	
				Quantity	13 00 x
				Unit Price	\$305 88 x
				Factor	1 1351 =
				Total	\$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		Installation	
				Quantity	114 00 x
				Unit Price	\$464 71 x
				Factor	1 1351 =
				Total	\$60,134 12
				Material only, labor under CTC 26511300-0658	
122	16 00 00 00-1403		EACH	RAB BAYLED104NW	\$14,582 77
		NPP Task		Installation	
				Quantity	26 00 x
				Unit Price	\$494 12 x
				Factor	1 1351 =
				Total	\$14,582 77
				Material only, labor under CTC 26511300-0658	
123	16 00 00 00-1404		EACH	RAB FFLED52SF	\$1,079 00
		NPP Task		Installation	
				Quantity	2 00 x
				Unit Price	\$475 29 x
				Factor	1 1351 =
				Total	\$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	65.00 x	\$276.47 x	1.1351 =	\$20,398.37
			Material only, labor under CTC 26511300-0029			
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			Quantity	Unit Price	Factor	Total
			Installation	78.00 x	\$29.27 x	0.8676 =	\$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		
				Quantity	Unit Price	Factor	Total
			Installation	78.00 x	\$-4.62 x	0.8676 =	\$-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		
				Quantity	Unit Price	Factor	Total
			Installation	9.00 x	\$189.13 x	0.9517 =	\$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		
				Quantity	Unit Price	Factor	Total
			Installation	6.00 x	\$58.16 x	0.9517 =	\$332.11
140	26 09 23 00-0008		EA	On Board Occupancy Sensor For Light Fixture Note: Factory installed	\$15,126.72		
				Quantity	Unit Price	Factor	Total
			Installation	194.00 x	\$81.93 x	0.9517 =	\$15,126.72
141	26 27 26 00-0137		EA	Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Killark® 3FSBC)	\$1,312.18		
				Quantity	Unit Price	Factor	Total
			Installation	78.00 x	\$19.39 x	0.8676 =	\$1,312.18
				Foe ext sensor NPP 1030			
142	26 51 13 00-0029		EA	Remove And Reinstall Surface Mounted Or Pendant Light Fixture	\$5,276.22		
				Quantity	Unit Price	Factor	Total
			Installation	70.00 x	\$79.20 x	0.9517 =	\$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		
				Quantity	Unit Price	Factor	Total
			Installation	195.00 x	\$79.20 x	0.8676 =	\$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			Quantity	Unit Price	Factor	Total
			Installation	8.00 x	\$48.15 x	0.8676 =	\$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			Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$48.15 x	0.9517 =	\$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			Quantity	Unit Price	Factor	Total
			Installation	60.00 x	\$29.27 x	0.9517 =	\$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					
		Installation	Quantity	Unit Price	Factor	Total
			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					
		Installation	Quantity	Unit Price	Factor	Total
			84.00 x	\$101.12 x	0.8676 =	\$7,369.46
		Demolition	84.00 x	\$60.87 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					
		Installation	Quantity	Unit Price	Factor	Total
			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)	\$19,754.94	
	Excludes Material					
		Installation	Quantity	Unit Price	Factor	Total
			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					
		Installation	Quantity	Unit Price	Factor	Total
			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					
		Installation	Quantity	Unit Price	Factor	Total
			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					
		Installation	Quantity	Unit Price	Factor	Total
			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)	\$694.76	
	Excludes Material					
		Installation	Quantity	Unit Price	Factor	Total
			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					
		Installation	Quantity	Unit Price	Factor	Total
			105.00 x	\$160.43 x	0.8676 =	\$14,614.85
		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	28 56 23 00-0122		EA	60 LEDs, 88 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	28 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 =	\$3,579.02
			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	\$136.00 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		
				Quantity	Unit Price	Factor	Total
			Installation	4.00 x	\$85.00 x	0.8676 =	\$294.98
164	01 88 19 00-0059		EA	Handling Material For Over 125' Per 48" x 40" x 48" Container Per 125' Segment	\$5,282.12		
				Quantity	Unit Price	Factor	Total
			Installation	876.00 x	\$6.95 x	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		
				Quantity	Unit Price	Factor	Total
			Installation	585.00 x	\$1.11 x	0.8676 =	\$563.38
166	01 74 19 00-0023		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$131.96		
				Quantity	Unit Price	Factor	Total
			Installation	195.00 x	\$0.78 x	0.8676 =	\$131.96
				Hauling first 15 miles			
167	16 00 00 00-0101		EA	RAB FXLED105T LED Fixture	\$3,995.55		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	8.00 x	\$440.00 x	1.1351 =	\$3,995.55
				Material only, labor under CTC 26563600-0087			
168	16 00 00 00-0108		ea	RAB ALED2T50	\$6,926.75		
		NPP Task		Quantity	Unit Price	Factor	Total
			Installation	13.00 x	\$469.41 x	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		Quantity	Unit Price	Factor	Total
			Installation	26.00 x	\$469.41 x	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		Quantity	Unit Price	Factor	Total
			Installation	47.00 x	\$352.94 x	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		Quantity	Unit Price	Factor	Total
			Installation	27.00 x	\$551.76 x	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		Quantity	Unit Price	Factor	Total
			Installation	1.00 x	\$370.00 x	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		Quantity	Unit Price	Factor	Total
			Installation	9.00 x	\$204.71 x	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		Quantity	Unit Price	Factor	Total
			Installation	18.00 x	\$215.29 x	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-FW-A12-LP840	\$1,549 09	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			4 00	\$341 18	1 1351 =	\$1,549 09
			x	x		
				Material only, labor under CTC 28511300-0029		
176	16 00 00 00-0255		ea	LITH TLX4 30L FW A12 SLD LP840	\$1,543 74	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			4 00	\$340 00	1 1351 =	\$1,543 74
			x	x		
				Material only, labor under CTC 28511300-0029		
177	16 00 00 00-0350		ea	COLUMBIA LAW4-40LW-E-U	\$3,785 91	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			27 00	\$123 53	1 1351 =	\$3,785 91
			x	x		
				Material only, labor under CTC 28511300-0029		
178	16 00 00 00-0604		ea	EVOKIT 2X4 P 42L 42W 840 + 502435 kit	\$8,844 70	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			40 00	\$194 80	1 1351 =	\$8,844 70
			x	x		
				Material only, labor under CTC 28511300-0075		
179	16 00 00 00-0707		ea	P2 VTL-1X4-XL-F-JL-40K	\$4,898 37	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			28 00	\$154 12	1 1351 =	\$4,898 37
			x	x		
				Material only, labor under CTC 28511300-0029		
180	16 00 00 00-0950		ea	GARDCO 161 CWL 4 70LA6435 NW UNV BRP WS	\$13,474 32	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			10 00	\$1,187 08	1 1351 =	\$13,474 32
			x	x		
				Material only, labor under CTC 28562300-0050		
181	16 00 00 00-1030		ea	Sensorswitch SB010 ODP D P BZ 3V	\$6,650 55	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			63 00	\$93 00	1 1351 =	\$6,650 55
			x	x		
				Material only, labor under CTC 28592300-0004		
182	16 00 00 00-1105		ea	Holophone PLED2 08L 4K AS UN NA G L5-P3US-GR	\$41,588 93	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			69 00	\$531 00	1 1351 =	\$41,588 93
			x	x		
				Material only, labor under CTC 28511300-0393		
183	16 00 00 00-1405		EACH	RAB WPLED2T78	\$14,582 77	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			26 00	\$494 12	1 1351 =	\$14,582 77
			x	x		
				Material only, labor under CTC 28562300-0053		
184	16000-1601		ea	CREE CR-LE-40LHE-40K-S-HD	\$12,552 84	
		NPP Task				
				Installation		
			Quantity	Unit Price	Factor	Total
			40 00	\$276 47	1 1351 =	\$12,552 84
			x	x		
				Material only, labor under CTC 28511300-0029		
185	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79	
				Installation		
			Quantity	Unit Price	Factor	Total
			69.00	\$16.30	0.8676 =	\$975.79
			x	x		
186	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60	
				Installation		
			Quantity	Unit Price	Factor	Total
			4.00	\$2.19	0.8676 =	\$7.60
			x	x		



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	\$8.64 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	-\$4.62 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 00-0006		EA	Ceiling Mount Sensor Coer >500 SF, T-Bar Or Exposed CeilingNote: Includes one relay, 8' of plenum rated control wire, mounting, j-box	\$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 FixtureNote: Factory installed	\$3,664.72		
				Quantity	Unit Price	Factor	Total
			Installation	47.00 x	\$81.93 x	0.9517 =	\$3,664.72
200	26 27 26 00-0137		EA	Blank Cover, Three Gang, Cast Metallic Weatherproof Cover (Killark® 3FSBC)	\$1,059.83		
				Quantity	Unit Price	Factor	Total
			Installation	63.00 x	\$19.39 x	0.8676 =	\$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		
				Quantity	Unit Price	Factor	Total
			Installation	29.00 x	\$79.20 x	0.8676 =	\$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		
				Quantity	Unit Price	Factor	Total
			Installation	74.00 x	\$79.20 x	0.9517 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	23.00 x	\$29.27 x	0.8676 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	17.00 x	\$29.27 x	0.9517 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	69.00 x	\$101.12 x	0.8676 =	\$6,053.49
			Demolition	69.00 x	\$60.67 x	0.8676 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	37.00 x	\$130.86 x	0.9517 =	\$4,607.96
			Demolition	37.00 x	\$65.43 x	0.9517 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	10.00 x	\$130.86 x	0.8676 =	\$1,135.34
			Demolition	10.00 x	\$65.43 x	0.8676 =	\$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		Quantity	Unit Price	Factor	Total
			Installation	27.00 x	\$130.13 x	0.8676 =	\$3,048.32
			Demolition	27.00 x	\$43.33 x	0.8676 =	\$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 \$195.10 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)	\$26,248.22
				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 warrantee, 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 876.00 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	\$131.96
				Installation	
				Quantity 195.00 x Unit Price \$0.78 x Factor 0.8676 = Total \$131.96	
				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	\$484.73
		NPP Task		Installation	
				Quantity 2.00 x Unit Price \$204.71 x Factor 1.1351 = Total \$484.73	
				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-4DK	\$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	Sensor switch 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	Holopne PLED2 08L 4K AS UN NA G L5-P3US-GR	\$38,575.24	
		NPP Task				
		Installation	Quantity	Unit Price	Factor	Total
			84.00	\$531.00	1.1351 =	\$38,575.24
			x	x		
			Material only, labor under CTC 26511300-0383			
229	26 01 20 00-0002		EA	Lock Out/Tag Out Local Disconnect	\$975.79	
		Installation	Quantity	Unit Price	Factor	Total
			69.00	\$16.30	0.8676 =	\$975.79
			x	x		
230	26 01 20 00-0004		EA	Lock Out/Tag Out Tags	\$7.60	
		Installation	Quantity	Unit Price	Factor	Total
			4.00	\$2.19	0.8676 =	\$7.60
			x	x		
231	26 01 50 51-0149		EA	Recycle 4' Length Linear Fluorescent Lamps	\$55.67	
		Installation	Quantity	Unit Price	Factor	Total
			130.00	\$0.45	0.9517 =	\$55.67
			x	x		
232	26 01 50 51-0154		EA	Recycle HID Lamps	\$184.72	
		Installation	Quantity	Unit Price	Factor	Total
			151.00	\$1.41	0.8676 =	\$184.72
			x	x		
233	26 01 50 52-0036		EA	Fiuorescent Ballast Removal	\$230.12	
		Installation	Quantity	Unit Price	Factor	Total
			65.00	\$3.72	0.9517 =	\$230.12
			x	x		
234	26 05 33 13-0127		EA	1/2" x 2" Long RGS, Nipple	\$217.39	
		Installation	Quantity	Unit Price	Factor	Total
			29.00	\$8.84	0.8676 =	\$217.39
			x	x		
			For ext sensors NPP 1030			
235	26 MO D0 00-0022	0022	EA	For Installation Above 14', Add	\$29.19	
		Installation	Quantity	Unit Price	Factor	Total
			29.00	\$1.16	0.8676 =	\$29.19
			x	x		
236	26 05 33 16-0199		EA	1/2", Type FD, Deep, Single Gang Cast Aluminum BoxOne hub.	\$1,473.90	
		Installation	Quantity	Unit Price	Factor	Total
			29.00	\$58.58	0.8676 =	\$1,473.90
			x	x		
			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	
		Installation	Quantity	Unit Price	Factor	Total
			4.00	\$71.42	0.9517 =	\$271.88
			x	x		
			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	
		Installation	Quantity	Unit Price	Factor	Total
			29.00	\$29.27	0.8676 =	\$736.44
			x	x		
			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	\$487.84	
		Installation	Quantity	Unit Price	Factor	Total
			6.00	\$81.93	0.9517 =	\$487.84
			x	x		



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 (Killark® 3FSBC)	\$487.86		
				Quantity	Unit Price	Factor	Total
			Installation	29.00	x \$19.38	x 0.8676 =	\$487.88
				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 00-0082		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: A52VWLT1
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**

2E



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.

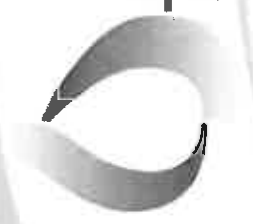
IMPACT ON BUDGET

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.



**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.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 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

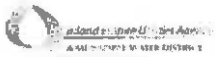
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

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.: 40-XXXX	IEUA Project Manager:	This Period: From: 9/1/2015
Phone No.:		Jamal Zugndi	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 (\$)		
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.AJ	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 (\$)		
						\$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	
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

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 Bolarsky, 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 Rosales</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 Romaine</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>Heldi Nesper</i>	\$ 85.00
Administrative Assistant	\$ 55.00 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.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**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:**

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

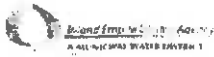
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

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.: 45-XXXX	IEUA Project Manager:	This Period: From: 9/1/2015
Phone No.:		Jamai Zugndi	To: 9/30/2015
Proj. Name & No.: RPT 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 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 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





Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**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

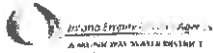
The Agency reserves the right to require an oral interview of any and all candidates prior to the augmented staff selection. In the event an oral interview is requested, the candidates will be provided with a minimum advanced notice of one (1) week.

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: 10/16/2015
Address:	Contract No.: 46-XXXX	IEUA Project Manager: Jamal Zugnoi	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-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



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:

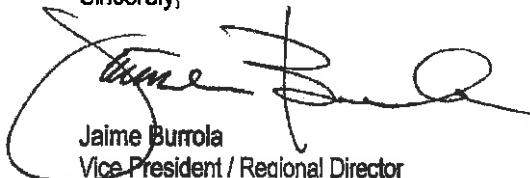
The Inland Empire Utilities Agency (IEUA) will be selecting firms to provide Project Management, Engineering and Construction Staff Augmentation Support Services for an "as-needed" basis under a three-year Master Services Contract. We know you require a consultant to use skill and integrity to represent 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.





Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**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, 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: Jamal Zugni	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:	Proj. Name & No.: RP-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-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	\$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:

	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



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**


2F

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:  R. 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.



CONTRACT No. 460002004
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. 460002004
2. Contract No. 460002004 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

REPAIR

REPLACE

DESCRIPTION

PARTS

LABOR

SUBTOTAL

Totals

Comments:

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**


2G

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

RP-4 Aeration Basin Membrane Diffuser Service

February 17, 2016

Page 2

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**


2H

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
WateReuse Association	Director Hall, General Manager Joe Grindstaff, Martha Davis	\$8,624
WateReuse 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

WaterReuse Association:

WaterReuse Association is the lead advocate for water recycling in the nation. Membership in WaterReuse includes state section membership. Regarding the use of recycled water, WaterReuse Association has proactive programs, legislation, government relations, regulatory agency oversight, technology transfer and public education/outreach. At the national level, WaterReuse 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 WaterReuse Association. Martha Davis serves on the Board of Trustees for WaterReuse California. The WaterReuse 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 WaterReuse 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 WaterReuse regarding the IEUA recycled water distribution and recharge programs. WaterReuse 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

**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
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California Wastewater Climate Change Group	Pietro Cambiaso, Martha Davis	\$0 CASA will absorb CWCCG
Isle Utilities	Jeff Noelte	\$12,000
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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

**ACTION
ITEM**


21





Date: February 17, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources 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

Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Water Purchase and Storage Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Water Storage Agreement between Inland Empire Utilities Agency (IEUA) and Cucamonga Valley Water District (CVWD) for the purchase of up to 5,000 acre-feet of supplemental water;
2. Approve an inter-fund loan of up to \$3,000,000 from the Regional Operations and Maintenance (RO) Fund to the Water Resources (WW) Fund to support the water purchase; and
3. Authorize the General Manager, subject to non-substantial changes, to execute the Agreement and inter-fund loan.

BACKGROUND

In response to the 2015 Governor's Order, several IEUA member agencies have significantly reduced their demands on imported water purchases through Metropolitan Water District (MWD). These demands have resulted in ongoing operational challenges for the CVWD. As required within the MWD Administrative Code, CVWD must maintain a minimum flow of 15 cubic-feet/second (10% of total turnout capacity) to their water treatment plant through the MWD turnout at any time. Use below this level will be charged at 15 cubic-feet/second (take-or-pay).

Several planned IEUA water resource programs are contingent upon the development of Chino Basin groundwater storage. IEUA has a pending storage application with the Chino Basin Watermaster (CBWM); however, it is anticipated that the processing of the application will take at least a year to be formally considered and approved by CBWM. Storage of supplemental water during wet years and use of stored water during dry years is an IEUA Business Goal and a fundamental strategy within the Integrated Water Resource Plan.

In late 2015, CVWD and IEUA developed an approach that would help CVWD meet their minimum flow needs and enable IEUA to purchase and store water in the Chino Basin. This approach is memorialized in the attached Water Storage Agreement (Agreement). Key provisions of the Agreement are as follows:

- CVWD would maintain a minimum MWD turnout flow rate.
- CVWD would purchase actual water needed through the MWD turnout.
- IEUA would purchase the additional increment of water needed for CVWD to meet the minimum flow requirement.
- IEUA has the option to purchase and deliver supplemental water to groundwater recharge
- An equivalent volume of Chino Basin groundwater will be stored by CVWD for IEUA for all supplemental water purchases (in-lieu groundwater storage).
- CVWD will carry IEUA's water in storage until such time that IEUA elects to sell or transfer stored water.

It is anticipated that purchases of water through this Agreement will primarily be through the CVWD treatment plant (in-lieu); however, this Agreement will also provide opportunities/options for groundwater recharge blend purchases or storage of other wet-year water supplies.

The approval of this Agreement would allow for the purchase of up to 5,000 acre-feet of water. Based on the 2016 MWD Untreated Tier-1 rate of \$594/acre-foot, approximately \$3,000,000 of water could be purchased and stored under this Agreement. The purchase and subsequent resale of stored water will be recorded in the Water Resources (WW) Fund.

This Agreement meets the IEUA adopted Business Goal of *Water Reliability* by reducing demands for imported water during dry and normal years, and storing imported water into the Chino Basin during wet years.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

Upon approval, water purchases will be supported by an inter-fund loan of up to \$3,000,000 from the RO Fund. Execution of the inter-fund loan will decrease the RO Fund reserves. All revenues associated with the future sale of stored water will be used to 1) repay the inter-fund loan, and 2) make future supplemental water purchases.

Attachment: 2016 Water Storage Agreement

2016
WATER STORAGE AGREEMENT

Inland Empire Utilities Agency
and
Cucamonga Valley Water District

This Water Storage Agreement ("Agreement") is made as of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, ("IEUA"), and the Cucamonga Valley Water District ("CVWD"). IEUA and CVWD are hereinafter collectively referred to as the Parties or individually as a Party.

RECITALS

WHEREAS, The Chino Groundwater Basin (Chino Basin) is one of the largest subsurface storage aquifers in Southern California and has the potential to store large volumes of water for local use during dry periods.

WHEREAS, Cucamonga Valley Water District (CVWD) has overlying pumping rights and storage rights within the Chino Basin.

WHEREAS, IEUA has the desire and ability to purchase untreated imported water to supplement local groundwater supply.

WHEREAS, IEUA contemplates delivering and storing imported water in the Chino Basin for the purpose of providing supplemental local water supplies during dry years.

WHEREAS, IEUA desires to have a designated storage account within the Chino Basin; a process that is scheduled to be worked through over the next year with the Chino Basin Watermaster (Watermaster).

WHEREAS, During times when water demands are very low, CVWD does not reliably have sufficient demand on the Metropolitan Water District (MWD) service connection that meets the minimum take-or-pay flow requirement.

WHEREAS, IEUA would be willing to supplement CVWD's minimum take or pay MWD service connection requirement, if the additional supplemental flow could be credited to IEUA through CVWD's Chino Basin storage account.

WHEREAS, IEUA desires to have CVWD store water (in-lieu or recharged) within its existing Chino Basin storage account on behalf of IEUA for the purpose of a future transfer to CVWD or other member agencies.

NOW, THEREFORE, the Parties hereto agree as follows:

SECTION 1: IEUA ROLES/RESPONSIBILITIES

1. When delivered to a treatment facility, IEUA will purchase the volume of water necessary for CVWD to meet their minimum service connection flows from MWD at the request of CVWD, or as otherwise coordinated among the parties.
2. IEUA will purchase and deliver water through a Chino Basin groundwater turnout or, through coordination and request by CVWD, through a service connection at one of CVWD's treatment facilities.
3. When purchased for delivery through a Chino Basin groundwater recharge turnout, IEUA will notify Watermaster (copy to CVWD) that said water shall be stored in CVWD's existing Supplemental Storage Account.
4. Any water delivered through a Chino Basin groundwater recharge turnout will not be counted towards the CVWD Tier-1 allocation.
5. IEUA will be responsible for MWD Readiness-To-Serve charges only as they apply to stored water as outlined in this Agreement.
6. IEUA will report any deliveries through a Chino Basin groundwater recharge turnout to CVWD no more than 5-working days following the end of the calendar month (if deliveries have been made).
7. For IEUA stored water, IEUA will be responsible for all costs associated with the delivery of water to the IEUA service area up to the MWD service connection point for treatment facilities.
8. IEUA will be responsible for any incurred storage losses to CVWD associated with the storage of IEUA-credited stored water.
9. In the event that IEUA requests a transfer of IEUA-credited stored water to another party, IEUA shall provide written notice of such request to CVWD no less than 30-days prior to the proposed transfer being filed with Watermaster.

SECTION 2: CVWD ROLES/RESPONSIBILITIES

1. If CVWD desires to have IEUA purchase MWD Tier-1 water deliveries to meet their minimum service connection flows, CVWD will provide IEUA a forecast of anticipated purchases no later than 30-days prior to the start of actual delivery.
2. CVWD will be responsible for all costs associated with the treatment and distribution of any water delivered to one of CVWD's treatment plants. For clarification, CVWD's responsibilities for treatment and distribution start after the MWD service connection point.
3. Following the delivery of water purchased by IEUA through a CVWD treatment plant, CVWD will account for an equivalent volume of Chino Basin groundwater to IEUA within CVWD's existing Supplemental Storage Account (IEUA-credited stored water).

4. Following the delivery of water purchased by IEUA through a groundwater recharge turnout, CVWD will account for an equivalent volume of Chino Basin groundwater to IEUA within CVWD's existing Supplemental Storage Account (IEUA-credited stored water).
5. Any water that is purchased by IEUA at the request of CVWD will be counted towards the CVWD Tier-1 allocation (limit is 28,368 for FY15/16).
6. Any water that is purchased by IEUA without the request of CVWD will be counted towards the IEUA Tier-1 allocation.
7. IEUA-credited stored water shall be subject to losses normally assessed to Appropriative Pool storage accounts by Watermaster and any such losses shall be passed-through to IEUA by CVWD.
8. In the event that IEUA requests a transfer of their credited water in storage to another party, CVWD shall file the necessary paperwork required by Watermaster within 30-days.
9. CVWD shall provide a written summary of storage balance (provide at a minimum, prior water balance, water added, losses applied, transfers in/out and new water balance) within 45-days of the end of each quarter (i.e. May 15th for January – March).
10. CVWD shall notify IEUA no later than 5-working days following the end of the calendar month (if deliveries have been made at the request of CVWD) of actual delivery of water through the MWD service connection that they wish to have applied to this agreement. The reported volume of water will therefore be paid for by IEUA and removed from any imported water billing to CVWD.
11. Upon termination of this Agreement, CVWD shall notify IEUA of the balance of IEUA's stored water which shall remain IEUA's asset. IEUA may transfer the remaining water balance to IEUA's-dedicated water storage account, request transfer of the water to another party or leave the balance in CVWD's storage account as an IEUA stored water asset.

SECTION 3: EFFECTIVE DATE

This Agreement shall be effective from the date of execution of this agreement by both Parties and terminate on June 30, 2017, unless a one-year, mutually-agreed-to extension is executed, which shall be made by written amendment to this Agreement.

SECTION 4: MUTUAL INDEMNIFICATION

Each party agrees to protect, defend, indemnify and hold harmless the other party and its officers, directors, agents, employees, servants, and volunteers from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons and damage to property, occurring as a result of its own or its respective officers, directors, agents, employees, servants, volunteers or subcontractor's wrongful or negligent

acts or omissions in performing or failing to perform this Agreement. Each party shall be responsible to the extent of their negligence.

Each party further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit required hereunder at their sole expense.

SECTION 5: OBSERVING LAWS AND ORDINANCES

The Parties shall keep 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 Agreement and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Parties shall at all times observe and comply with all such existing laws, ordinances, regulations, requirements, orders and decrees, and shall protect and indemnify, as required herein, the other Party hereto, 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 their Contractors or its employees.

SECTION 6: DISPUTE RESOLUTION

The Parties shall seek to resolve any dispute concerning the interpretation or implementation of this Agreement through good faith negotiation, involving, as and when appropriate, the general manager or chief executive officer of each of the Parties. Any dispute that remains unresolved thirty days (30) days after notice of the dispute is made to the Parties, shall be resolved by a single arbitrator with substantial experience in the matter or matters in dispute, conducted in accordance with Judicial Arbitration and Mediation Services (JAMS). The JAMS arbitrator shall apply the American Arbitration Association's rules on commercial disputes, which shall govern any arbitration. If the Parties cannot agree on a single arbitrator within ten (10) days of the written election to submit the matter to arbitration, any Party may request JAMS to appoint a single, neutral arbitrator. The Parties shall use their reasonable best efforts to have the arbitration proceedings concluded within ninety (90) business days of selection of the arbitrator.

SECTION 7: NOTICE

Written notices to be given to any Party must be given by personal delivery or by registered or certified mail addressed and delivered as set forth below. Other correspondence and invoices may be sent by first-class mail, addressed and delivered as set forth below:

Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708
Attention: Chris Berch

Cucamonga Valley Water District
10440 Ashford Street
Rancho Cucamonga, CA 91730
Attention: John Bosler

SECTION 8: TERMINATION FOR CONVENIENCE

Each party reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon thirty (30) days written notice to the other party. In the event of such termination, the Party shall pay any amount owed for all authorized costs or any obligations hereunder up to the date of such termination.

SECTION 9: REPRESENTATION OF AUTHORITY

Each Party represents to the other that it has the authority to enter into this Agreement and that the individual signing this Agreement on behalf of their respective Party has the authority to execute this Agreement and to bind their respective Party to the terms and conditions of this Agreement.

SECTION 10: GOVERNING LAW

This Contract is to be governed by and constructed in accordance with the laws of the State of California in the County of San Bernardino.

SECTION 11: INCORPORATION OF RECITALS

The Recitals set forth above are incorporated herein and made a part of this Agreement.

SECTION 12: ENTIRE AGREEMENT

This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be modified only upon the mutual written agreement of the Parties hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the in accordance with the terms of this Agreement.

Executed this ____ day of _____, 2016 by:

INLAND EMPIRE UTILITIES AGENCY: CUCAMONGA VALLEY WATER DISTRICT:

P. Joseph Grindstaff
General Manager

Martin E. Zvirbulis
General Manager/CEO

DRAFT


**ACTION
ITEM**


2J


Date: February 17, 2016

To: The Honorable Board of Directors

Through: 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

Jason Gu 
Grants Officer

Subject: Adoption of Resolution No. 2016-2-3 for the USBR WaterSMART: 2016 Water and Energy Efficiency Program Grant Application

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2016-2-3, authorizing the Agency to enter into a financial assistance agreement with the U.S. Department of Interior - Bureau of Reclamation (USBR) for a grant application submitted on January 20, 2016, for the recycled water laterals for the California Steel Industries and the Auto Club Speedway to Increase Local Water Supply and Energy Efficiency Project (Project);
2. Authorize the General Manager, Assistant General Managers, or his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

BACKGROUND

In November 2015, the USBR announced the Water and Energy Efficiency Grant Program of 2016. On January 20, 2016, IEUA submitted a grant application for the Project. The grant application is seeking \$300,000 in federal funding over two years, and has a total estimated project cost of \$5,800,000.

The Project will construct approximately 10,000 lineal feet of recycled water laterals in the City of Fontana to connect the California Steel Industries and the Auto Club Speedway for industrial processes and landscape irrigation. The increase in the use of recycled water will reduce the

reliance on the State Water Project water, and will, in turn, reduce energy used to transport the imported water to Southern California.

The proposed project will deliver 1,000 acre-feet of recycled water per year, and will result in an energy savings of 2.6 MWHs per year.

PRIOR BOARD ACTION

On September 16, 2015, this project was one of nine projects included in the 2015 Drought Relief Recycled Water Supply Optimization Program Phase 1 Project State Revolving Fund Loan/Grant Application approved by IEUA Board of Directors.

IMPACT ON BUDGET

There will be no impact on the current agency budget. The Project (WR15021) has a budget of \$6,000,000 in the Ten-Year Capital Improvement Plan (TYCIP) previously approved by the Board of Directors. Upon award of funding by USBR, annual appropriations will be revised to reflect the grant funding source.

Attachment:
Resolution No. 2016-2-3

RESOLUTION NO. 2016-2-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: WATER AND ENERGY EFFICIENCY GRANTS FOR FY 2016 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE NAPA AND SAN BERNARDINO AVENUE LATERAL PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* is authorized to enter into a financial assistance agreement under the WaterSMART: Water and Energy Efficiency Grants for FY 2016 with the U.S. Department of Interior - Bureau of Reclamation for the Napa Lateral project and San Bernardino Avenue Lateral project;

BE IT RESOLVED, that the Inland Empire Utilities Agency* Board of Directors authorizes the General Manager, Assistance General Managers, or his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that the Inland Empire Utilities Agency has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that the Inland Empire Utilities Agency will work with the Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement, and;

BE IT FURTHER RESOLVED, that the Inland Empire Utilities Agency* Board of Directors hereby adopts Resolution No. 2016-2-3 on this 17th day of February, 2016.

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

ATTEST:

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

* 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 No. 2016-2-3 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

**INFORMATION
ITEM**

3A

Unfunded Liabilities for Pension and Other Post-Employment Benefits Update

February 2016

This presentation is consistent with the Agency's Business Goal of
Fiscal Responsibility

Changes in Unfunded Liability



\$ millions (presented to Board in December 2013)	OPEB 06/30/13	CALPERS 06/30/12	Total
Actuarial accrued Liability	(17.47)	(129.56)	(147.03)
Market Value of Assets	0.00	86.56	86.56
Unfunded Liability	(17.47)	(43.00)	(60.47)

\$ millions	OPEB 06/30/15	CALPERS 06/30/14	Total
Actuarial accrued Liability	(15.08)	(156.35)	(171.43)
Market Value of Assets	6.99	117.41	124.40
Unfunded Liability	(8.09)	(38.94)	(47.03)

Change in unfunded liability	(9.38)	(4.06)	(13.44)
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Key Drivers



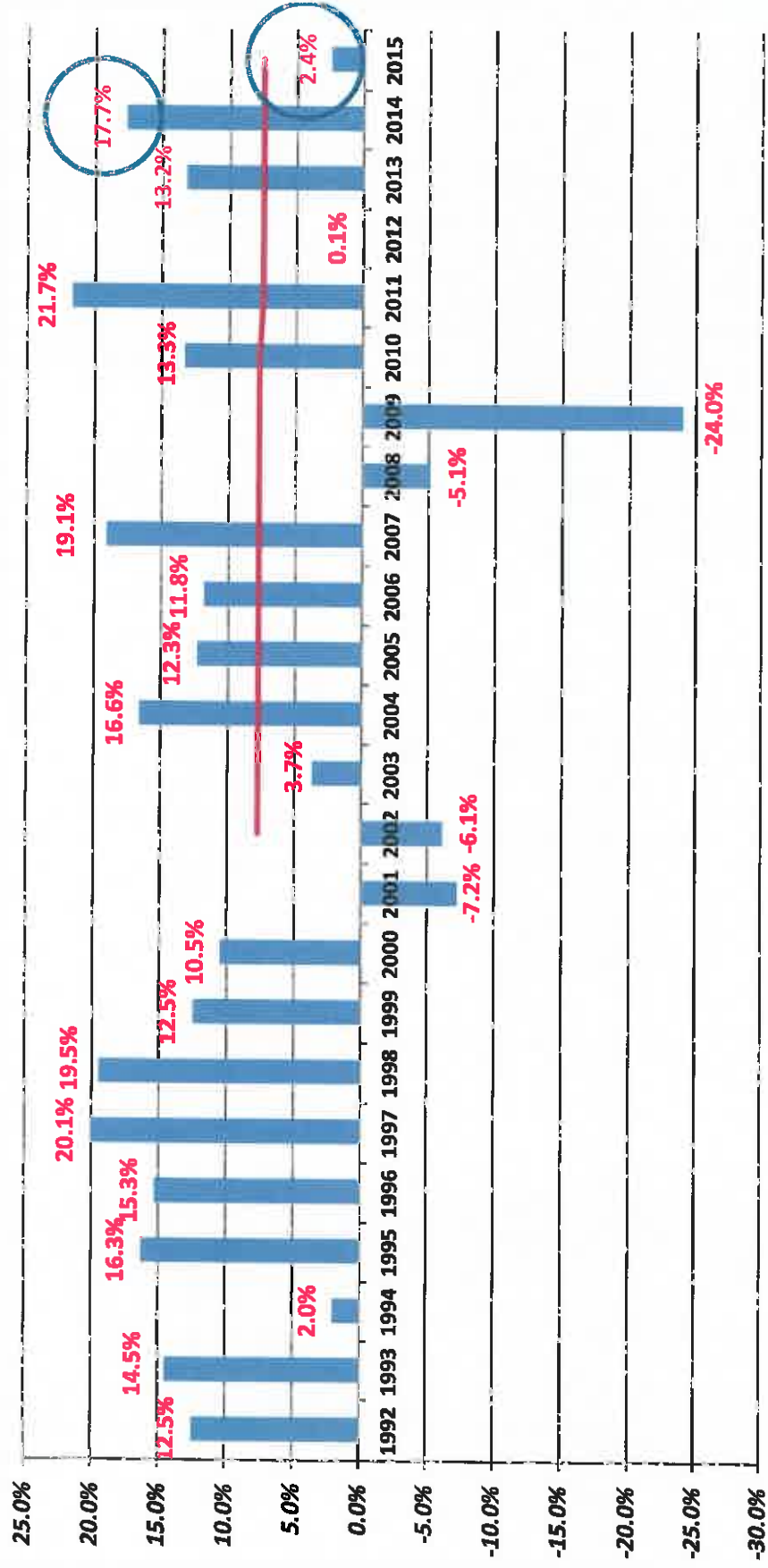
❖ OPEB UAL changes :

- Contributions to trust account (CERBT) (2 fiscal years) - \$7.0M
 - Increased discount rate from 4.5% to 6.12% - \$6.0M
 - Increased liability for implicit rate subsidy +\$2.2M
 - Increased liability for updated assumptions +\$1.5M
- Net changes - \$9.3M

❖ CALPERS UAL changes:

- Return on investments of 13.2% in FY 2013 -\$11.2M
 - Return on investments of 17.7% in FY 2014 -\$17.3M
 - Normal increase of liability FY 2013 and FY 2014 +\$17.4M
 - Increase for updated actuarial assumptions in FY 2014 +\$7.0M
- Net changes - \$ 4.1M

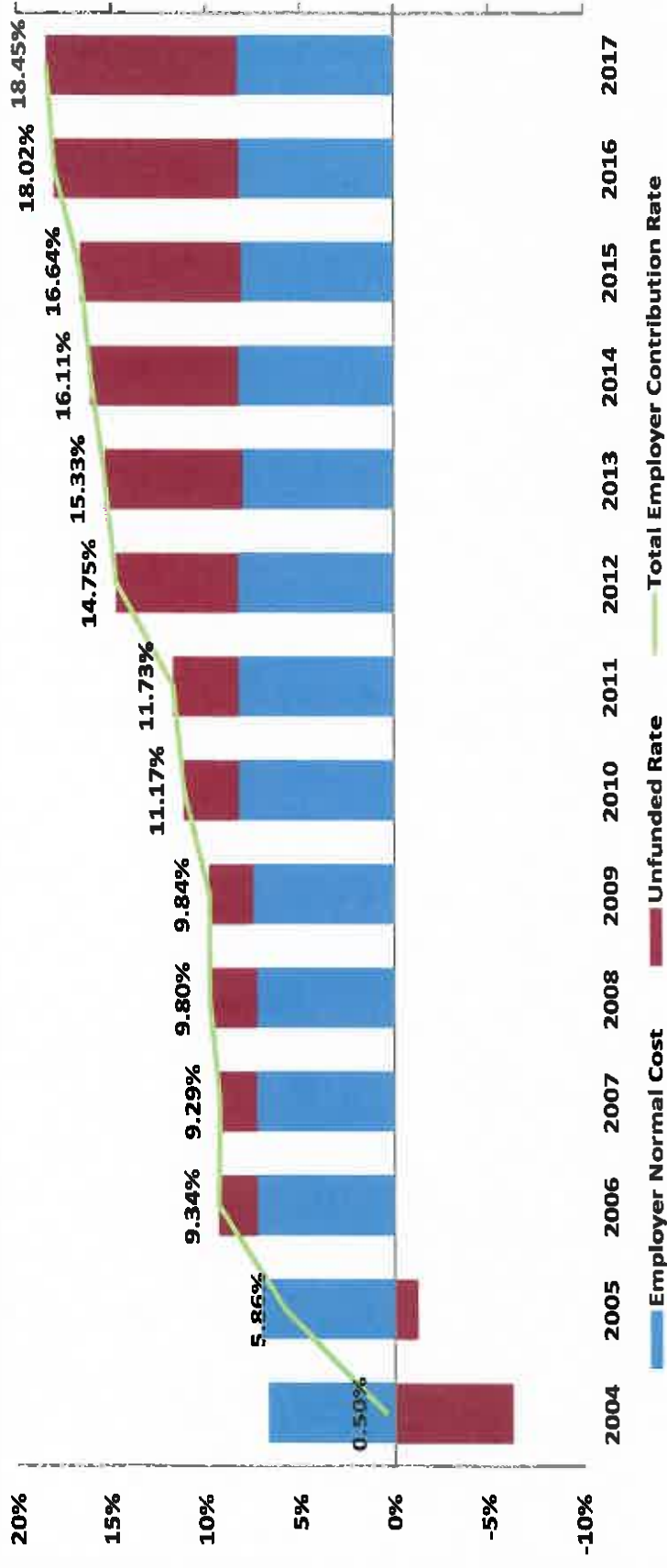
CALPERS investment return



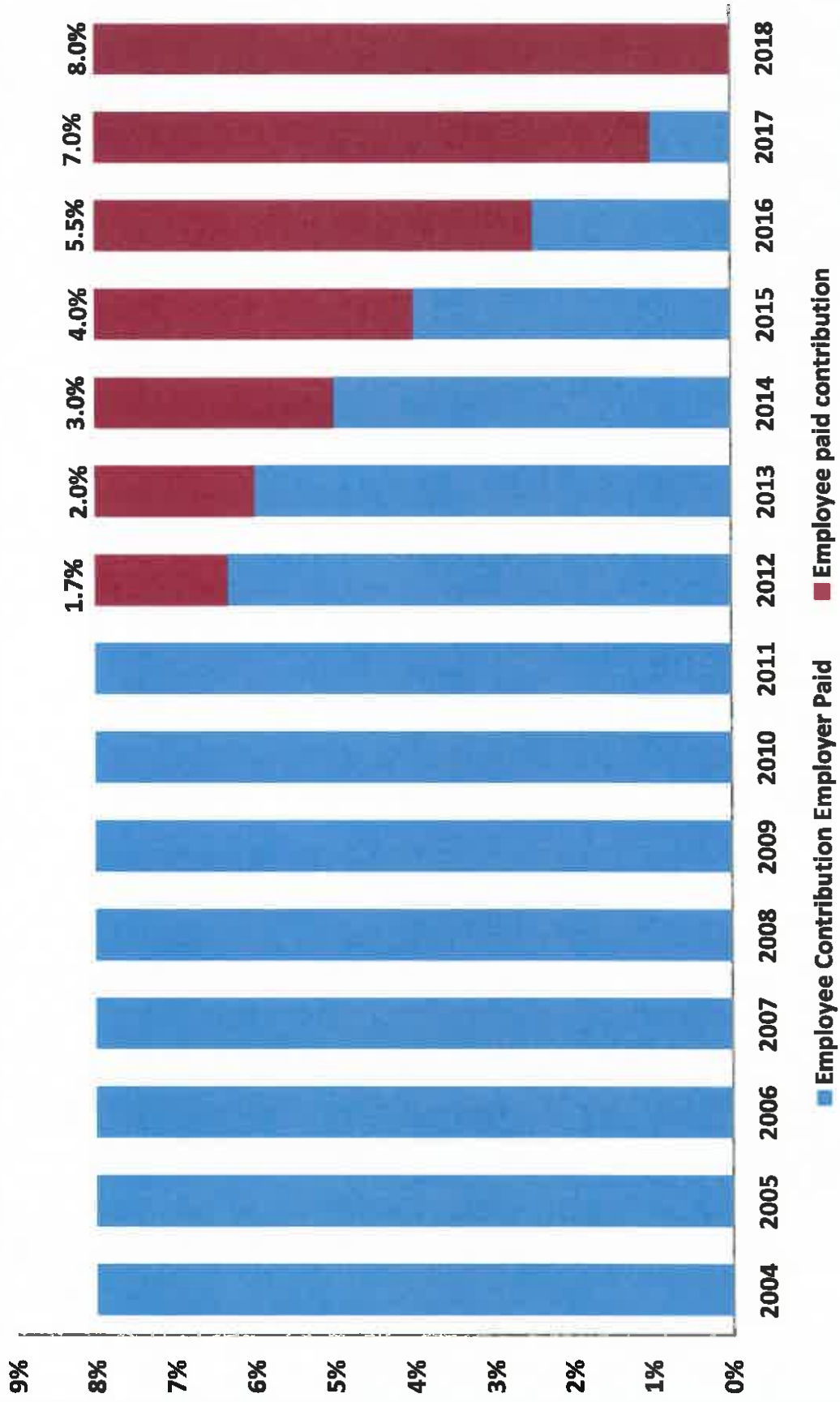
❖ CALPERS current discount rate 7.5% (down from 7.75% in 2011)

❖ OPEB current discount rate 6.12% (up from 4.5% in 2014)

CALPERS Employer Contribution Rate



CALPERS Employee Contribution Rate



Sensitivity Analysis



Source: CALPERS Actuarial Valuation

As of June 30, 2014	Sensitivity analysis		
	6.50% Discount Rate (-1%)	7.50% Discount Rate (assumed rate)	8.50% Discount Rate (+1%)
Total Normal Cost	20.033%	16.076%	13.062%
Accrued liability	\$ 178,636,405	\$ 156,352,916	\$ 137,999,698
Unfunded Accrued liability	\$ 61,222,196	\$ 38,938,707	\$ 20,585,489
Estimated Changes	57.2%	0.0%	-47.1%

Source: OPEB Actuarial Valuation

As of June 30, 2015	Sensitivity analysis		
	0.5% decrease in discount rate (5.62%)	current discount rate 6.12%	0.5% increase in discount rate (6.62%)
Accrued liability	\$ 16,197,297	\$ 15,080,188	\$ 14,078,020
Unfunded Accrued liability	\$ 9,204,717	\$ 8,087,608	\$ 7,085,440
Estimated Changes	13.8%	0.0%	-12.4%

Long Term Planned Contributions (\$ millions)



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Fiscal Year	OPEB	CALPERS	TOTAL
2013/14	\$3.5	\$ -	\$3.5
2014/15	3.5	4.5	8.0
2015/16	2.0	4.5	6.5
2016/17	2.0	4.5	6.5
2017/18	2.0	4.5	6.5
2018/19	2.0	4.5	6.5
2019/20		4.5	4.5
2020/21		4.5	4.5
2021/22		4.5	4.5
2022/23		4.5	4.5
2023/24		4.5	4.5
TOTAL	\$15	\$45	\$60

PAID (2013/14 - 2015/16)

PLANNED (2016/17 - 2023/24)

INFORMATION

ITEM

3B

Regional Contract Amendment and Renewal Update



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

1

February 2016

Goals and Objectives

- **Renewal of Regional Contract**
- **Updated and streamlined document**
 - **Business practices**
 - **Key policy principles**
- **Complete renewal by January 2017**

Importance of the Schedule

- Significant capital required for RP-5 and RP-1
- Estimated Cost - \$300M
- Long term contract required by financing agencies
 - Affects the rate of borrowing money
 - Interest rate of 1% difference equates to \$1/EDU/month

Proposed Methodology

- Monthly Special Technical Committee Workshops
 - Second Wednesdays at IEUA
 - Next meeting: February 10, 2016
 - Term sheet with key principles
 - February – August 2016
- Contract Amendments/Renewal
 - September – November 2016
 - Final Version Contract Amendments: January 2017

1st Priority: Recycled Water Policy Principles

- Adopt Recycled Water Policy Principles
- Amend relevant sections of Regional Contract
- Resolution by IEUA Board (April 2016)
- Formal adoption as a Contract amendment (June 2016)

2nd Priority: Regional Contract Renewal

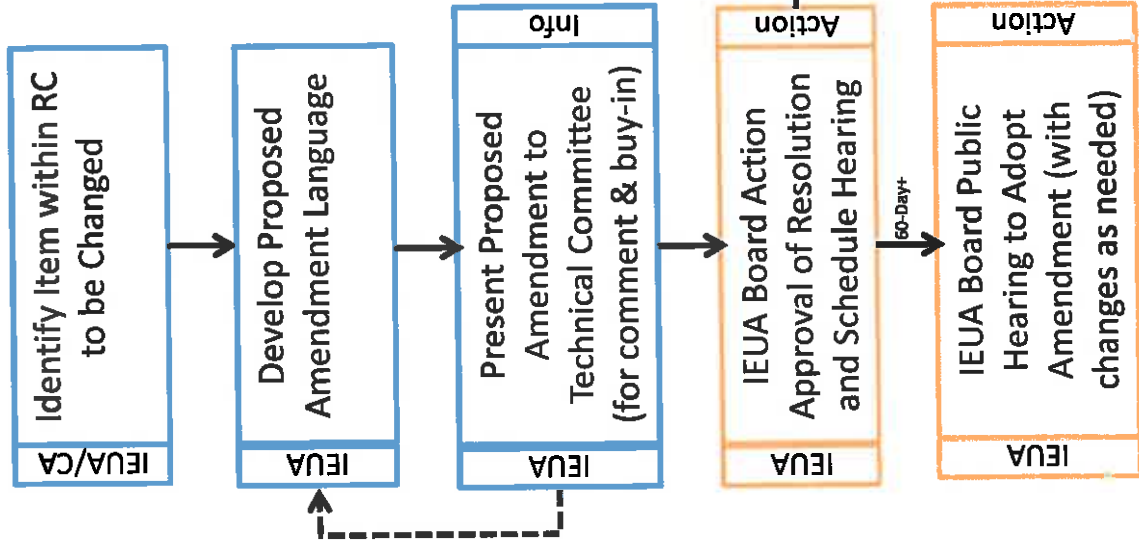
Updated concise document, with focus on:

- Evaluation of Sewer Connection Fees (Exhibit J)
- Property Tax Allocation
- Potential Collection of Fees by IEUA
- Leasing of EDU's for industries/commercial sites
- Regional Technical/Policy Committee oversight

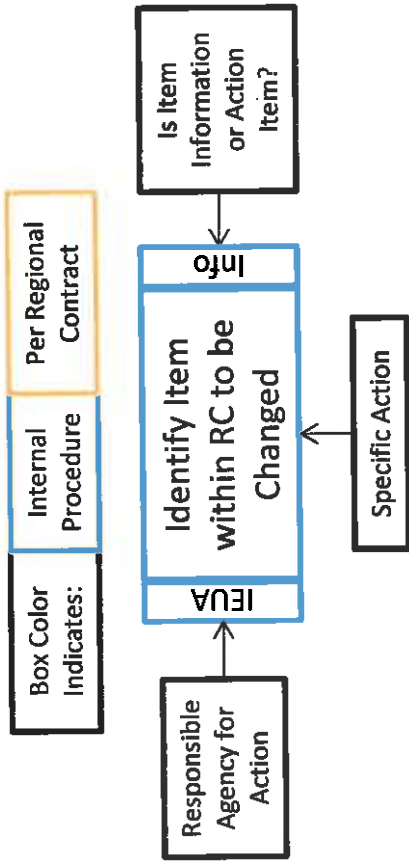
Next Steps

- **Workshops with Member Agencies (Feb – Dec)**
- **RFP for Assessment of Sewer Connection Fees**
 - February 2016
- **Term Sheet with Key Principles**
 - February – August 2016
- **Present Amendments to Regional Committees**
 - September – November 2016
 - Final Version Contract Amendments: January 2017

Regional Contract Amendment Process



KEY (Example)



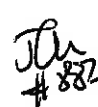


RC = Regional Contract
CA = Contract Agency

**INFORMATION
ITEM**

3C



Date: February 17, 2016
To: The Honorable Board of Directors
Through: Finance, Legal, and Administration Committee (02/10/16)
From:  P. Joseph Grindstaff
General Manager
Submitted by:  Christina Valencia
Chief Financial Officer/ Assistant General Manager
 Javier Chagoyen-Lazaro
Manager of Finance and Accounting
Subject: Treasurer's Report of Financial Affairs

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended December 31, 2015, is an informational item for the Board of Director's review. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3).

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended December 31, 2015, is submitted in a format consistent with State requirements.

Total cash, investments, and restricted deposits of \$151,958,151 reflect an increase of \$10,007,949 compared to the total reported for November 2015. The increase was primarily due to the property tax receipts of \$14.6 million. As a result, the average days of cash on hand for the month ended December 31, 2015 increased from 183 days to 208 days. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency's cash flow. New connection fees collected and held by member agencies is excluded from the calculation.

The Agency's investment portfolio average rate of return in December 2015 was 0.635%, a slight decrease of 0.019% compared to the average yield of 0.654% reported in November 2015. On January 4, 2016 the State Treasurer increased the LAIF deposit limit to \$65 million, an increase

of \$15 million over the prior deposit limit. The last deposit limit increase was in November of 2009.

The Financial Affairs report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

PRIOR BOARD ACTION

The Board reviewed the Financial Affairs Report for the month of November, 2015 on January 20, 2016.

IMPACT ON BUDGET

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

Attachment: December 2015 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended December 31, 2015



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on June 17, 2015.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

	December	November
Cash, Bank Deposits, and Bank Investment Accounts	\$915,171	\$1,338,165
Investments		
CBB Repurchase (Sweep)	\$28,507,944	\$28,006,642
Local Agency Investment Fund (LAIF)	34,873,252	24,873,252
CalTrust	4,544,409	4,546,929
Certificates of Deposit	3,874,000	3,874,000
Medium Term Notes	3,000,723	3,000,806
U.S. Treasury Notes	999,828	999,812
U.S. Government Sponsored Entities	18,999,654	18,999,684
Total Investments	\$94,799,810	\$84,301,126
Total Cash and Investments Available to the Agency	\$95,714,981	\$85,639,291
Restricted Deposits		
Debt Service Accounts	\$2,544,734	\$2,544,728
CCRA Deposits Held by Member Agencies	46,871,217	46,871,217
OPEB (CERBT) Account	6,821,716	6,894,966
Escrow Deposits	5,503	0
Total Restricted Deposits	\$56,243,170	\$56,310,911
Total Cash, Investments, and Restricted Deposits	\$151,958,151	\$141,950,202

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

*Month Ended
December 31, 2015*

Cash, Bank Deposits, and Bank Investment Accounts

Citizens Business Bank Demand Account (Offset by CBB Sweep Balance)	\$541,308
Citizens Business Bank Workers' Compensation Account	70,204
Bank of America Payroll Account	50,505
Bank of America Payroll Taxes Account	44,377
Subtotal Demand Deposits	<u>\$706,394</u>
Other Cash and Bank Accounts	
Petty Cash	<u>\$2,250</u>
Subtotal Other Cash	<u>\$2,250</u>
Bank of the West Money Market Account	\$51,793
US Bank Pre-Investment Money Market Account	\$154,734
Total Cash and Bank Accounts	<u>\$915,171</u>

Investments

CBB Repurchase (Sweep) Investments	
Federal Home Loan	<u>\$28,507,944</u>
Subtotal CBB Repurchase (Sweep)	<u>\$28,507,944</u>
Local Agency Investment Fund (LAIF)	
LAIF Non-Restricted Fund	\$28,950,427
LAIF Insurance Sinking Fund	5,922,825
Subtotal Local Agency Investment Fund	<u>\$34,873,252</u>
CalTrust	
Short Term	\$4,544,409
Subtotal CalTrust	<u>\$4,544,409</u>
Certificates of Deposit	
Brokered Certificates of Deposit	<u>\$3,874,000</u>
Subtotal Certificates of Deposit	<u>\$3,874,000</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

Investments Continued

Medium Term Notes	
JP Morgan Securities	\$1,000,078
John Deere Capital Corp	1,001,480
JP Morgan Chase & Co.	999,165
Subtotal Medium Term Notes	<u>\$3,000,723</u>

U.S. Treasury Notes

Treasury Note	\$999,828
Subtotal U.S. Treasury Notes	<u>\$999,828</u>

U.S. Government Sponsored Entities

Fannie Mae Bank	\$7,999,490
Freddie Mac Bank	3,001,107
Federal Farm Credit Bank	3,000,000
Federal Home Loan Bank	4,999,057
Subtotal U.S. Government Sponsored Entities	<u>\$18,999,654</u>

Total Investments

\$94,799,810

Restricted Deposits

Debt Service Reserves	
08A Debt Service Accounts	\$0
08B Debt Service Accounts	2,544,716
10A Debt Service Accounts	18
Subtotal Debt Service Reserves	<u>\$2,544,734</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

*Month Ended
December 31, 2015*

CCRA Deposits Held by Member Agencies

City of Chino	\$11,446,858
Cucamonga Valley Water District	8,717,754
City of Fontana	7,851,888
City of Montclair	2,642,850
City of Ontario	9,459,351
City of Chino Hills	3,239,991
City of Upland	3,512,525
Subtotal CCRA Deposits Held by Member Agencies	<u>\$46,871,217</u>

CalPERS

OPEB (CERBT) Account	<u>\$6,821,716</u>
Subtotal CalPERS Accounts	<u>\$6,821,716</u>

Total Restricted Deposits

	<u>\$56,243,170</u>
	<u><u>\$151,958,151</u></u>

Total Cash, Investments, and Restricted Deposits as of December 31, 2015

Total Cash, Investments, and Restricted Deposits as of 12/31/15	\$151,958,151
Less: Total Cash, Investments, and Restricted Deposits as of 11/30/15	141,950,202
Total Monthly Increase (Decrease)	<u><u>\$10,007,949</u></u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	December Value		% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's					Value	Value			
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank													
Demand Account*					\$541,308	\$541,308	N/A	N/A	\$541,308	\$541,308	0.30%	N/A	\$541,308
Workers' Compensation Account					70,204	\$70,204	N/A	N/A	\$70,204	\$70,204	N/A	N/A	\$70,204
Subtotal CBB					\$611,512	\$611,512			\$611,512	\$611,512			\$611,512
Bank of America													
Payroll Checking					\$50,505	\$50,505	N/A	N/A	\$50,505	\$50,505	N/A	N/A	\$50,505
Payroll Tax Checking					44,377	44,377	N/A	N/A	44,377	44,377	N/A	N/A	44,377
Subtotal B of A					\$94,882	\$94,882			\$94,882	\$94,882			\$94,882
Bank of the West													
Money Market Plus - Business Account					\$51,793	\$51,793	N/A	N/A	\$51,793	\$51,793	0.18%	N/A	\$51,793
Subtotal Bank of the West Money Market					\$51,793	\$51,793			\$51,793	\$51,793	0.18%		\$51,793
US Bank													
Federated Automated MMA					\$154,734	\$154,734	N/A	N/A	\$154,734	\$154,734	0.01%	N/A	\$154,734
Subtotal USB Money Market					\$154,734	\$154,734			\$154,734	\$154,734	0.01%		\$154,734
Petty Cash					\$2,250	\$2,250	N/A	N/A	\$2,250	\$2,250	N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts					\$915,171	\$915,171			\$915,171	\$915,171			\$915,171
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
Federal Home Loan					\$28,507,944	\$28,507,944	N/A	N/A	\$28,507,944	\$28,507,944	0.30%	N/A	\$28,507,944
Subtotal CBB Repurchase Accounts					\$28,507,944	\$28,507,944			\$28,507,944	\$28,507,944	0.30%		\$28,507,944
LAIIF Accounts													
Non-Restricted Funds					\$28,950,427	\$28,950,427	N/A	N/A	\$28,950,427	\$28,950,427	0.400%	N/A	\$28,950,427
LAIIF Sinking Fund					5,922,825	5,922,825	N/A	N/A	5,922,825	5,922,825	0.400%	N/A	5,922,825
Subtotal LAIIF Accounts					\$34,873,252	\$34,873,252			\$34,873,252	\$34,873,252	0.400%		\$34,873,252
CALTRUST Accounts													
Short-Term					\$4,544,409	\$4,544,409	N/A	N/A	\$4,544,409	\$4,544,409	0.56%	N/A	\$4,544,409
Subtotal CalTrust Accounts					\$4,544,409	\$4,544,409			\$4,544,409	\$4,544,409	0.56%		\$4,544,409

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	December Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Investments (continued)													
Brokered Certificates of Deposit													
Ally Bank	N/A				\$245,000	\$245,000	541		\$245,000	0.80%	0.80%	01/17/17	\$244,527
Capital One National Association	N/A				240,000	240,000	542		240,000	0.80%	0.80%	01/17/17	239,537
Compass Bank	N/A				245,000	245,000	542		245,000	0.85%	0.85%	01/17/17	244,527
Comenity Capital Bank	N/A				240,000	240,000	720		240,000	1.15%	1.15%	07/13/17	239,208
Discover Bank	N/A				240,000	240,000	722		240,000	1.15%	1.15%	07/17/17	239,146
Medallion Bank	N/A				240,000	240,000	722		240,000	1.20%	1.20%	07/17/17	239,146
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	247,015
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	246,998
Capital One Bank	N/A				240,000	240,000	901		240,000	1.35%	1.35%	01/16/18	238,913
Goldman Sachs Bank USA	N/A				240,000	240,000	901		240,000	1.40%	1.40%	01/16/18	239,436
BMW Bank of North America	N/A				240,000	240,000	900		240,000	1.40%	1.40%	01/17/18	239,431
American Express Bank	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	238,668
American Express Centurion	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	238,668
HSBC Bank USA, NA Step	N/A				244,000	244,000	1808		244,000	1.25%	2.51%	07/29/20	242,570
JPM Chase NA Step	N/A				244,000	244,000	1810		244,000	1.25%	2.32%	07/31/20	242,924
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	238,807
					\$3,874,000	\$3,874,000		\$0	\$3,874,000		1.426%		\$3,859,521
Subtotal Brokered CDs													
US Treasury Note													
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463	15	15	\$999,828	0.62%	0.64%	12/15/16	\$998,440
Subtotal Treasuries					\$1,000,000	\$999,463		15	\$999,828		0.64%		\$998,440
U.S. Government Sponsored Entities (As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)													
Federal Home Loan Bank	N/A	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$1,999,180
Freddie Mac Bond	AA+	AAA			2,000,000	2,001,500	722	(64)	2,001,107	0.85%	0.81%	06/16/17	1,993,360
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100		2,000,000	1.20%	1.20%	06/29/18	2,001,700
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,096		2,000,000	1.20%	1.20%	11/28/18	1,986,500
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,459		2,000,000	1.51%	1.63%	12/28/18	2,007,140
Fannie Mae Bond	AA+	AAA			4,000,000	3,999,400	1,456	13	3,999,490	1.50%	1.50%	05/24/19	4,005,040
Federal Farm Credit Bank	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.51%	1.52%	06/24/19	1,997,900
Freddie Mac Bond	AA+	AAA			1,000,000	1,000,000	1,440		1,000,000	1.00%	3.00%	07/29/19	1,000,160
Federal Home Loan Bank	AA+	AAA			1,000,000	999,000	1,440	21	999,057	1.41%	1.43%	10/08/19	984,550
Federal Farm Credit Bank	AA+	AAA			1,000,000	1,000,000	1,440		1,000,000	1.43%	1.42%	10/21/19	984,710
Subtotal U.S. Gov't Sponsored Entities					\$19,000,000	\$18,999,900		(\$30)	\$18,999,654		1.333%		\$18,960,240

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	December Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	SE.P	Moody's	SE.P	Moody's									
Medium Term Notes													
JP Morgan Securities	A	A2		A3	\$1,000,000	\$1,001,500	1,094	(43)	\$1,000,078	1.12%	1.07%	02/26/16	\$1,000,460
John Deere Capital Corp	A	A2		(71)	1,000,000	1,004,000	1,754	(71)	1,001,480	1.20%	1.11%	10/10/17	996,360
JP Morgan Chase & Co	A	A3			1,000,000	999,000	1,022	30	999,165	1.63%	1.56%	05/15/18	992,580
Subtotal Medium Term Notes					\$3,000,000	\$3,004,500		(\$84)	\$3,000,723		1.28%		\$2,989,400
Total Investments					\$94,799,605	\$94,803,468			\$94,799,810				\$94,733,206
Source of Investment Market Value: US Bank													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08A Debt Service Accounts					\$0	\$0	N/A	N/A	\$0		0.00%		\$0
08B Debt Service Accounts					2,544,716	2,544,710	N/A	N/A	2,544,716		0.00%		2,544,716
10A Debt Service Accounts					18	18	N/A	N/A	18		0.00%		18
Total Debt Service Accounts					\$2,544,734	\$2,544,728			\$2,544,734				\$2,544,734
CCRA Deposits Held by Member Agencies													
City of Chino					\$11,446,858	\$11,446,858	N/A	N/A	\$11,446,858		N/A	N/A	\$11,446,858
Cucamonga Valley Water District					8,717,754	8,717,754	N/A	N/A	8,717,754		N/A	N/A	8,717,754
City of Fontana					7,851,888	7,851,888	N/A	N/A	7,851,888		N/A	N/A	7,851,888
City of Montclair					2,642,850	2,642,850	N/A	N/A	2,642,850		N/A	N/A	2,642,850
City of Ontario					9,459,351	9,459,351	N/A	N/A	9,459,351		N/A	N/A	9,459,351
City of Chino Hills					3,239,991	3,239,991	N/A	N/A	3,239,991		N/A	N/A	3,239,991
City of Upland					3,512,525	3,512,525	N/A	N/A	3,512,525		N/A	N/A	3,512,525
Subtotal CCRA Deposits Held by Member Agencies					\$46,871,217	\$46,871,217			\$46,871,217				\$46,871,217
(Totals as reported through November 30, 2015)													
CaIPERS Deposits													
OPER (CERBT) Account					\$7,000,000	\$7,000,000	N/A	N/A	\$6,821,716		N/A	N/A	\$6,821,716
Subtotal CaIPERS Deposits					\$7,000,000	\$7,000,000			\$6,821,716				\$6,821,716
Escrow Deposits													
Genesis Construction Escrow					\$5,503	\$5,503	N/A	N/A	\$5,503		N/A	N/A	\$5,503
Subtotal Escrow Deposits					\$5,503	\$5,503			\$5,503				\$5,503
Total Restricted Deposits					\$56,421,454	\$56,421,448			\$56,243,170				\$56,243,170
Total Cash, Investments, and Restricted Deposits as of December 31, 2015					\$152,136,230	\$152,140,086			\$151,958,151				\$151,891,547

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

December Purchases			Par Amount	Investment Security	Investment
No.	Date	Transaction	Purchased	None	Yield
			\$ -		
			\$ -		
		Total Purchases			

December Investment Maturities, Calls & Sales			Par Amount	Investment Security	Investment
No.	Date	Transaction	Matured/Sold	None	Yield to Maturity
			\$ -		
		Total Maturities, Calls & Sales			

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 December 31, 2015

Directed Investment Category	Amount Invested	Yield
CBB Repurchase (Sweep)	\$28,507,944	0.300%
Local Agency Investment Fund	34,873,252	0.400%
CalTrust	4,544,409	0.560%
Medium Term Notes	3,000,723	1.283%
US Treasury Notes	999,828	0.640%
U.S. Government Sponsored Entities	18,999,654	1.333%
	\$90,925,810	0.603%
Bank Deposit and Investment Accounts		
Citizens Business Bank - Demand Account	\$541,308	0.300%
Various Banks - Brokered Certificates of Deposit	3,874,000	1.426%
Bank of the West Money Market Account	51,793	0.180%
	\$4,467,101	1.275%

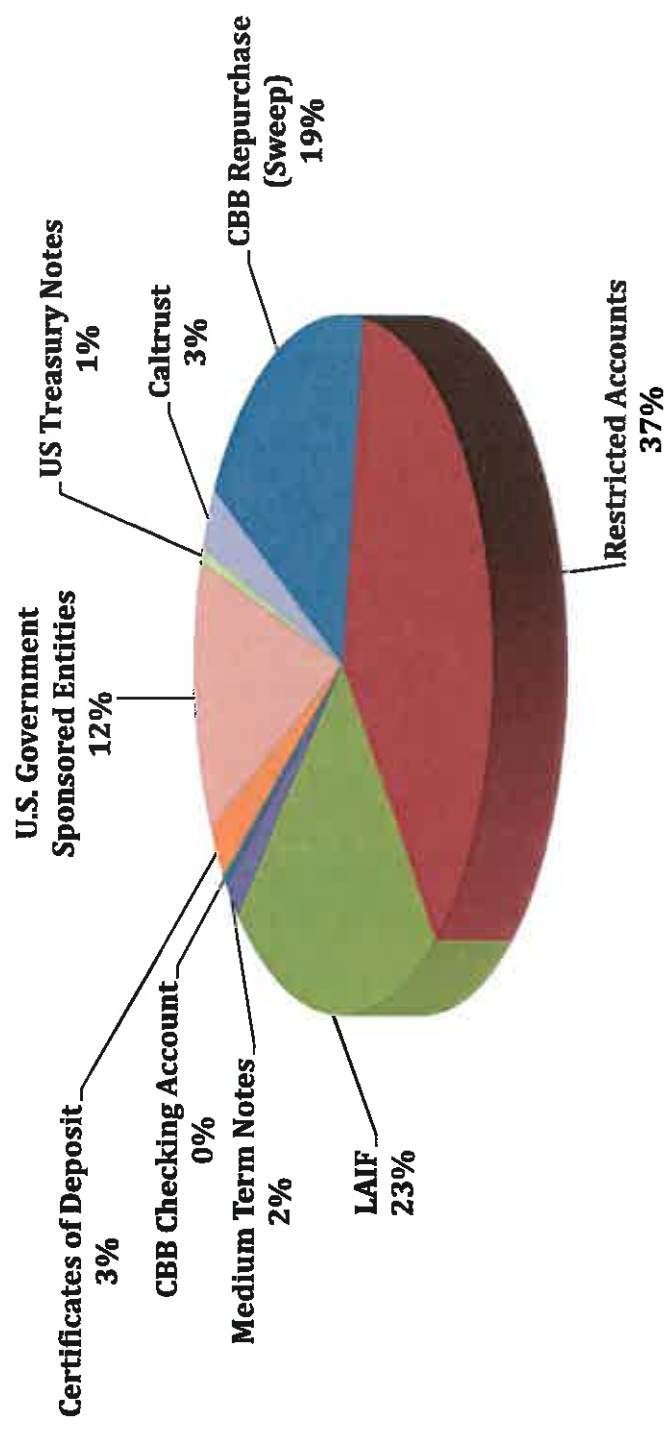
Total Investment Portfolio
Investment Portfolio Rate of Return **0.635%**

Restricted/Transitory/Other Demand Accounts	Amount Invested	Yield
US Bank - 2008B Debt Service Accounts	\$2,544,716	0.000%
US Bank - 2010A Debt Service Accounts	18	0.000%
CCRA Deposits Held by Member Agencies	46,871,217	N/A
Citizens Business Bank - Workers' Compensation Account	70,204	N/A
US Bank - Pre-Investment Money Market Account	154,734	0.010%
CalPERS OPEB (CERBT) Account	6,821,716	N/A
Other Accounts*	97,132	N/A
	\$56,559,737	0.001%

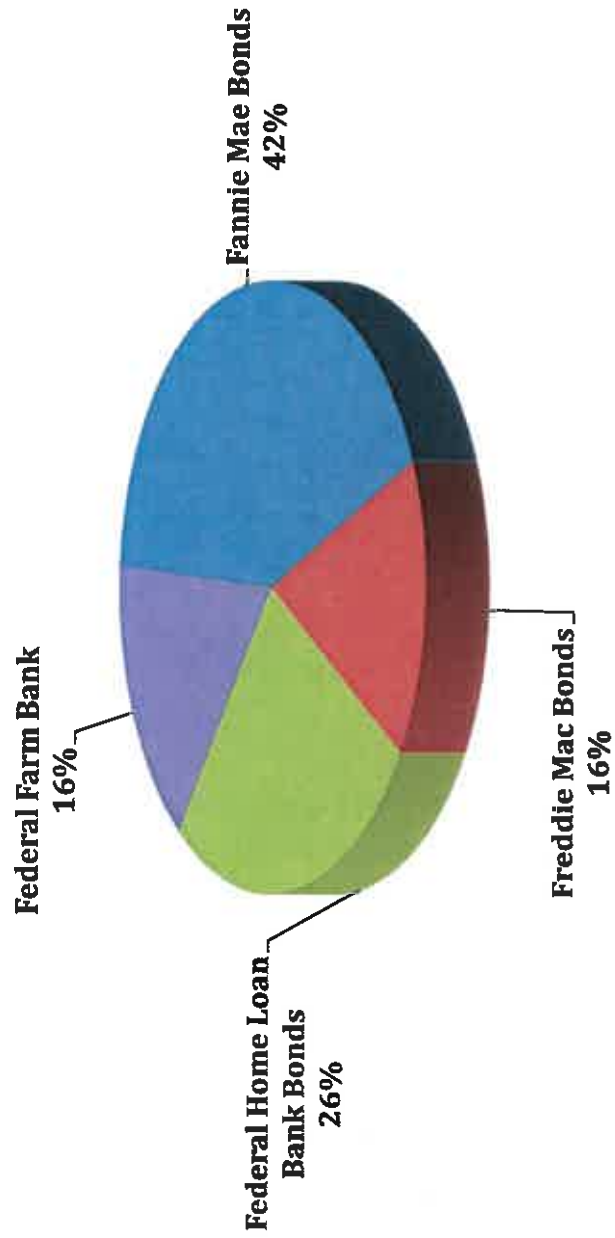
Total Agency Directed Deposits
\$151,952,648

* Note: Bank of America Payroll Deposits used as compensating balances for bank services.

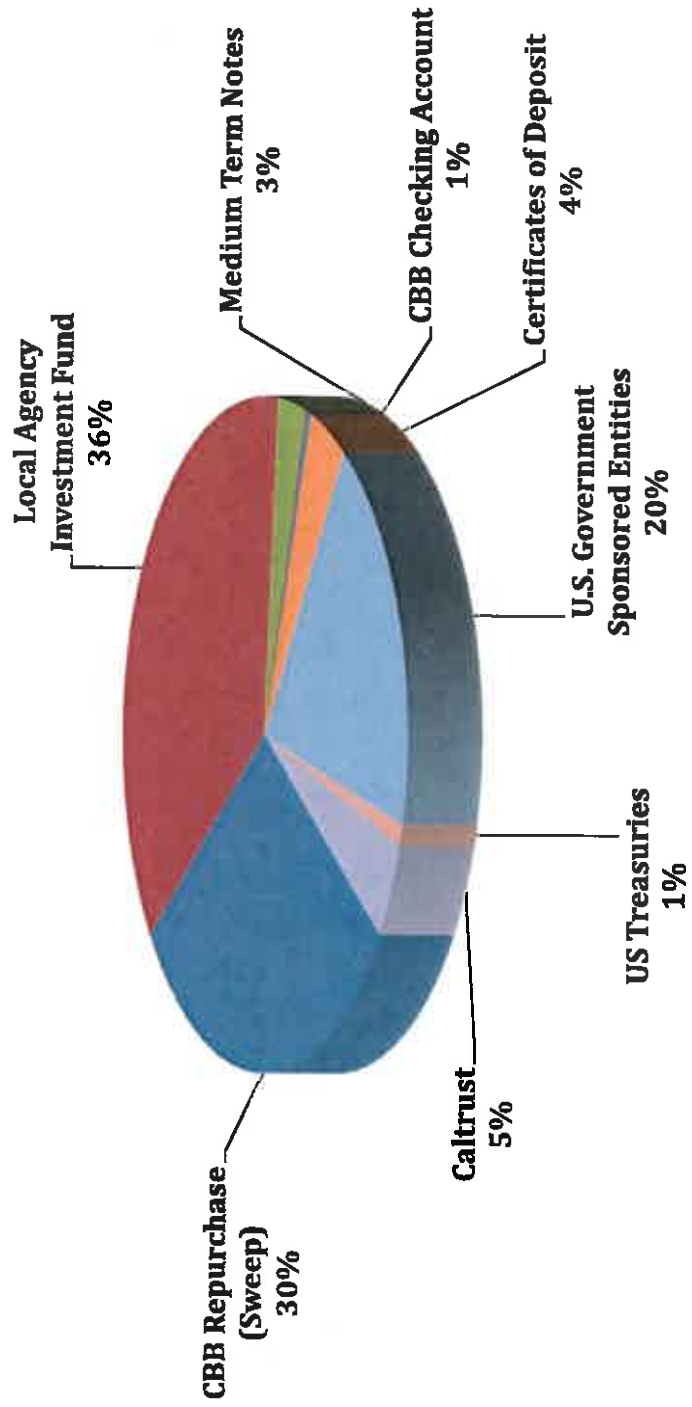
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2015
Combined Agency Portfolio (net of escrow deposits)
\$151,952,648



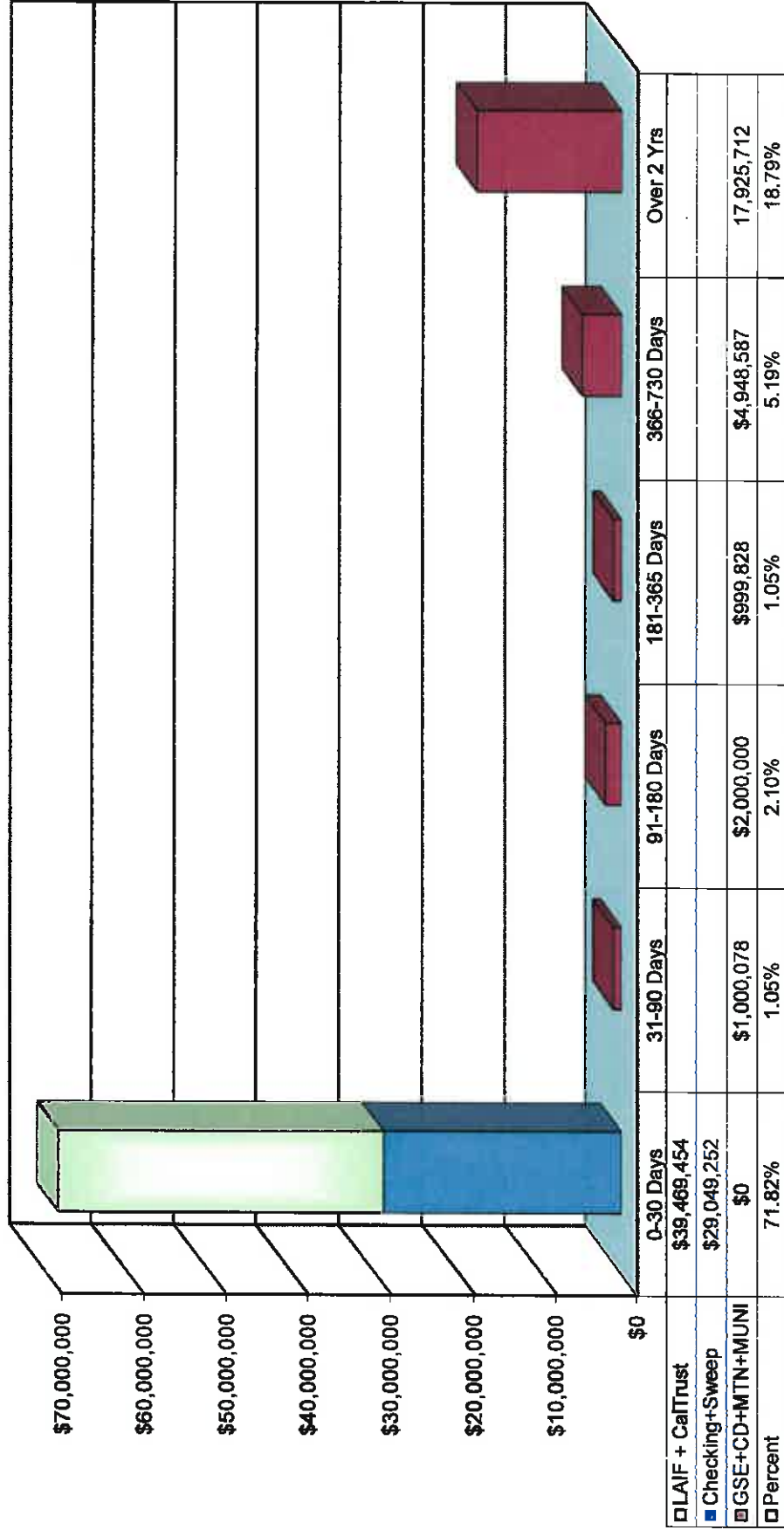
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2015
U.S. Government Sponsored Entities Portfolio
\$18,999,654



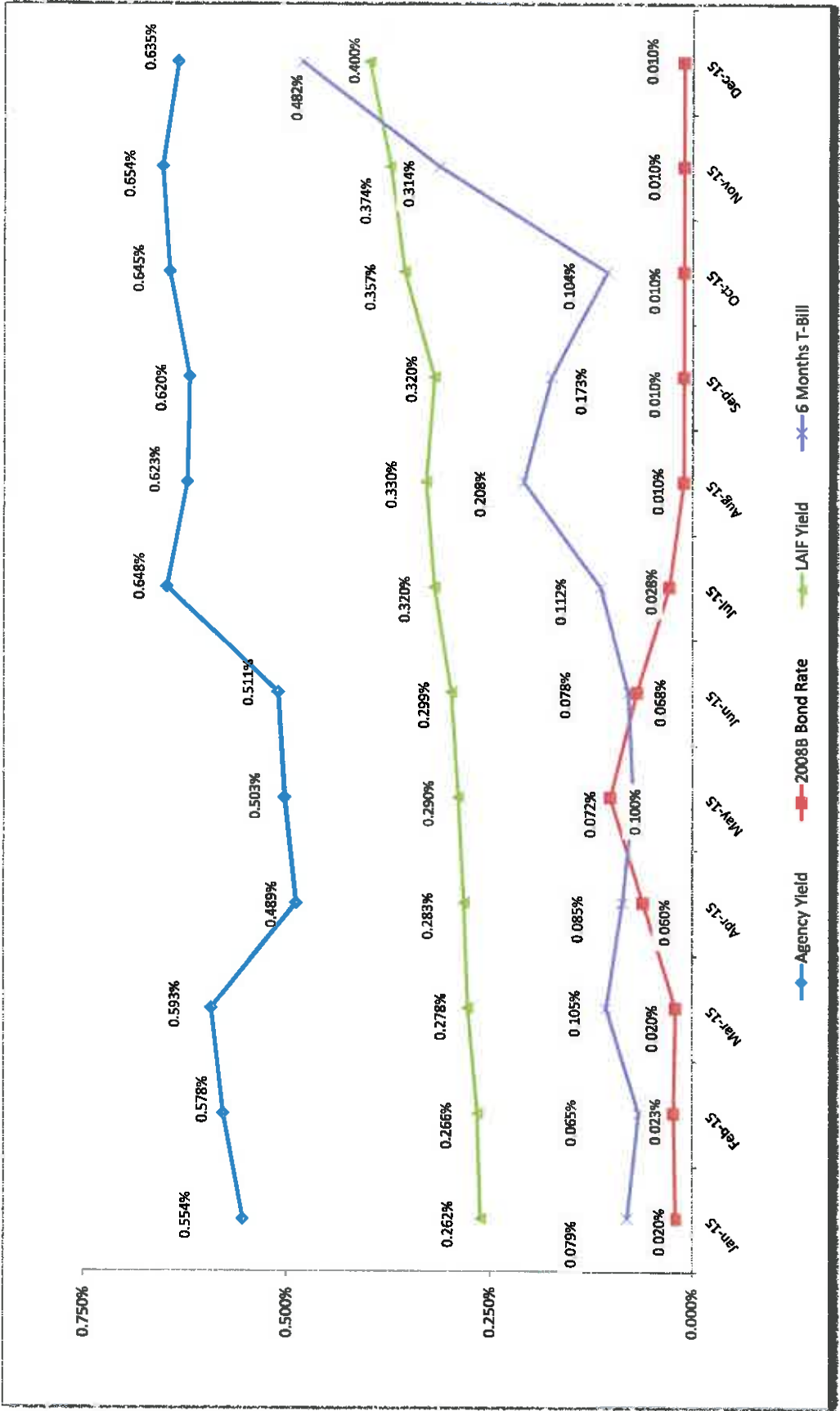
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended December 31, 2015
Unrestricted Agency Investment Portfolio
\$95,392,911



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 For the Month Ended December 31, 2015
 Directed Investment Portfolio Maturity Distribution
\$95,392,911



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 Demand Deposit Accounts
 Agency Yield Comparison





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Treasurer's Report of Financial Affairs for December 31, 2015

February 2016

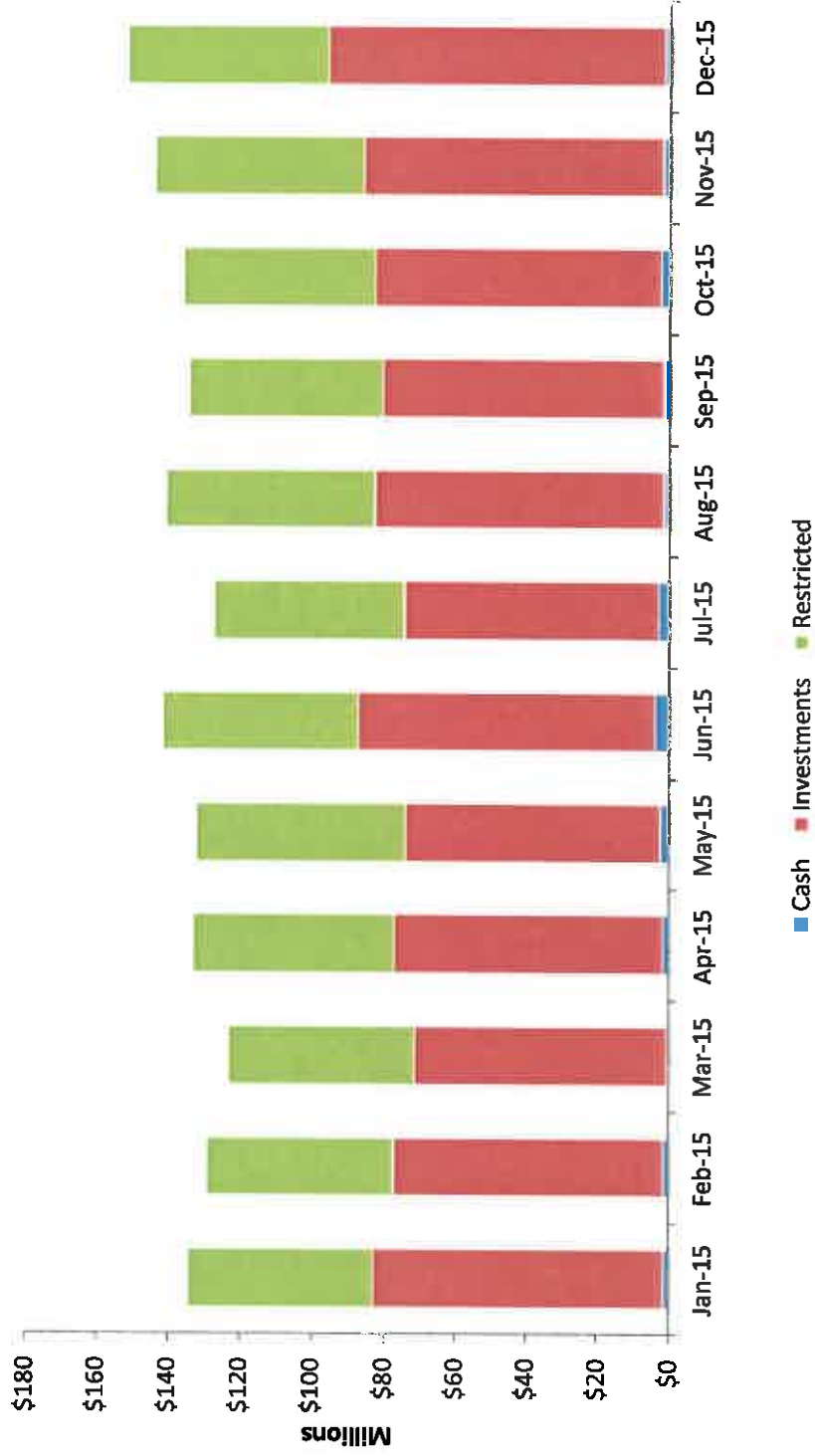
Board Meeting

Report of Financial Affairs

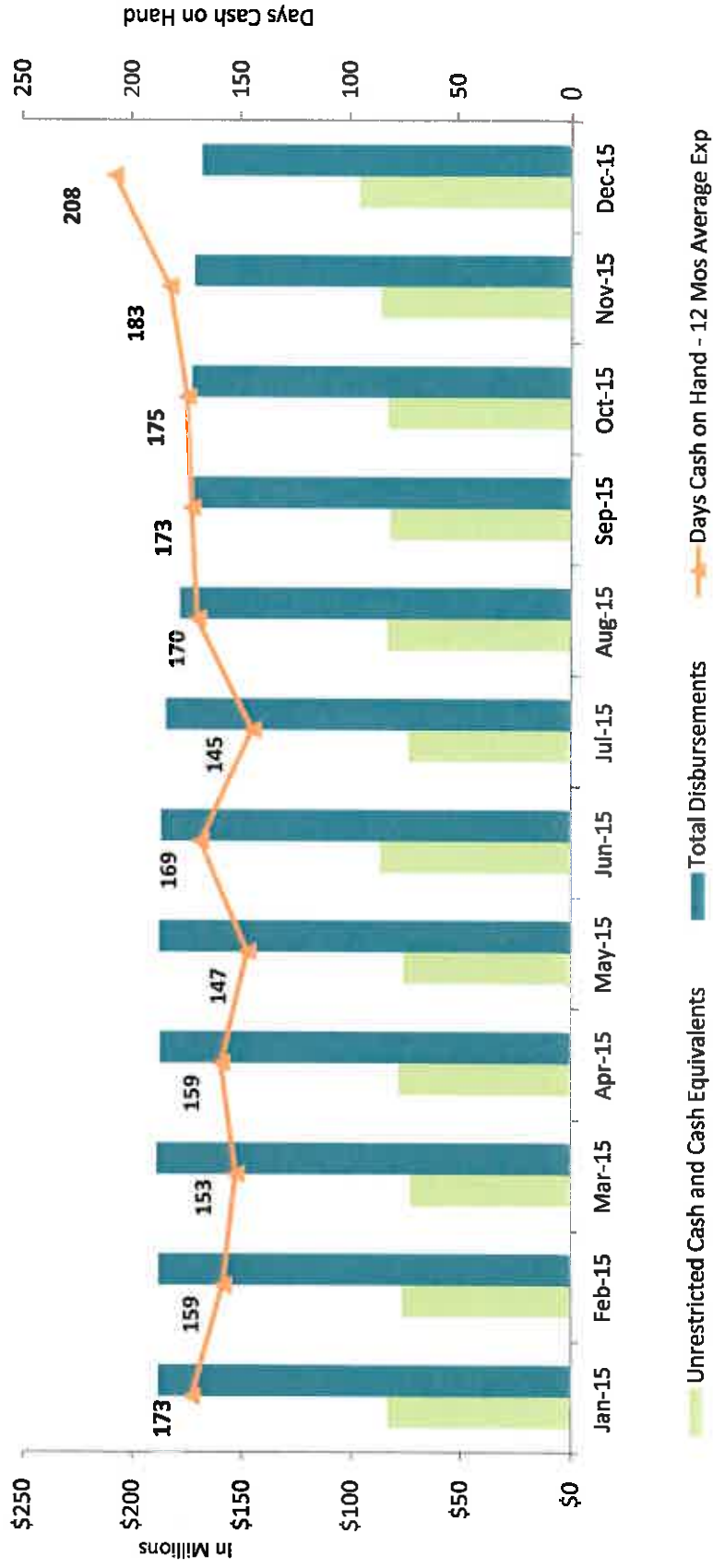


Liquidity					
Description	December 2015	November 2015	Increase (Decrease)		
Total Cash, Investments, and Restricted Deposits	\$152.0M	\$141.9M	\$10.1M		
Total Investment Portfolio	\$95.4M	\$85.3M	\$10.1M		
Investment Portfolio Yield	0.635%	0.654%	(0.019%)		
Average Days Cash on Hand	208 Days	183 Days	25 Days		
Portfolio					
Term	Description	Allowable Threshold	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF*	\$65M	\$34.9	0.40%	36%
	CalTrust	\$20M	\$4.5	0.54%	5%
	Citizens Business – Sweep	40%	\$28.5	0.30%	30%
	Bank of the West – MMA	20%	\$0.1	0.18%	0%
	Medium Term Notes	10%	\$1.0	1.07%	1%
	US Government Securities	n/a	\$2.0	0.38%	2%
	CBB Checking	40%	\$0.5	0.30%	1%
1 to 3 Years:	Brokered CDs	30%	\$3.1	1.21%	3%
	Medium Term Notes	10%	\$2.0	1.39%	2%
	US Treasury Note	n/a	\$1.0	0.64%	1%
	US Government Securities	n/a	\$8.0	1.21%	8%
Over 3 Years:	Brokered CDs	30%	\$0.8	2.36%	1%
	US Government Securities	n/a	\$9.0	1.65%	10%

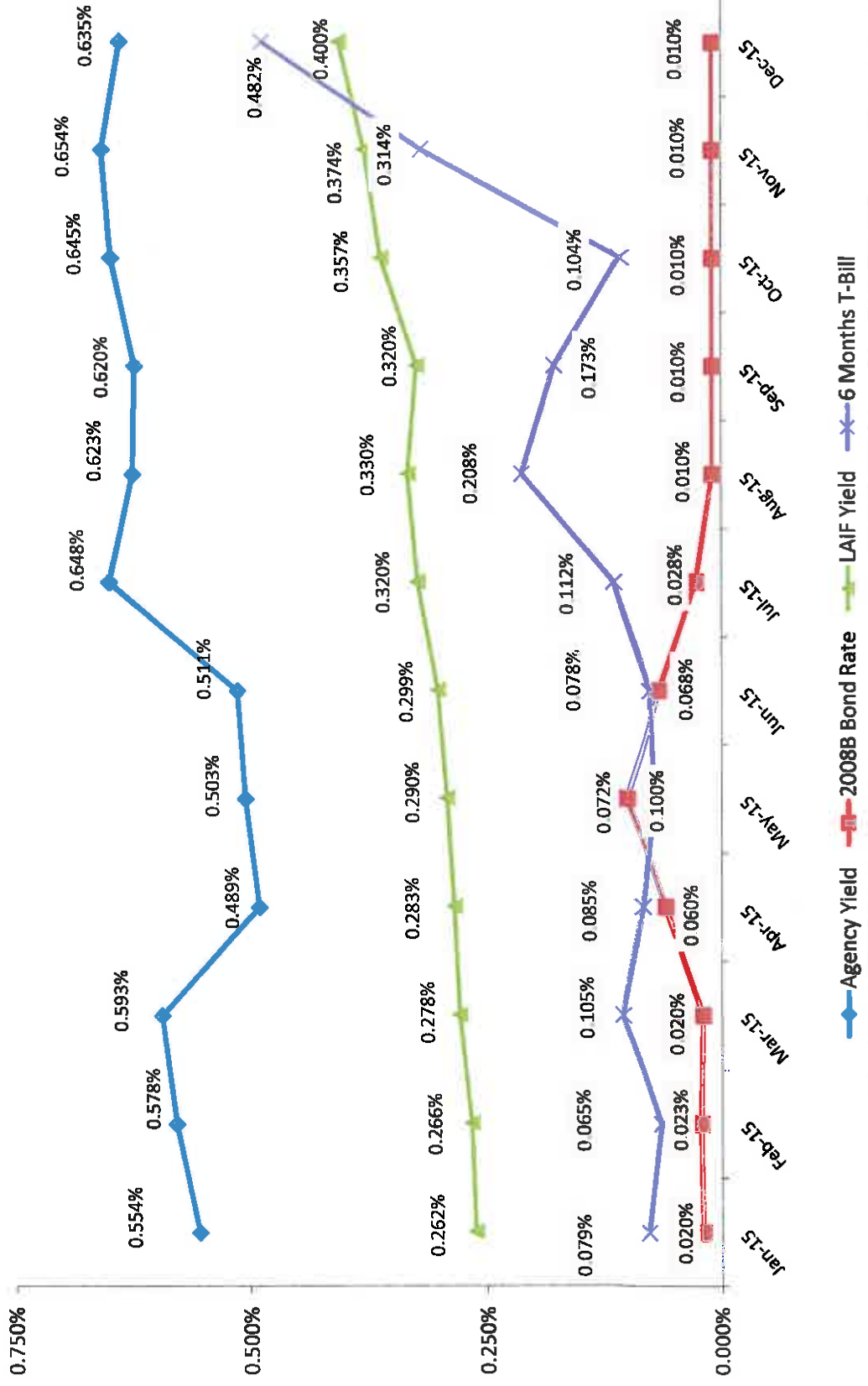
Cash, Investments and Restricted Deposits



Day Cash On Hand 12 Months Rolling Average



Month End Portfolio Yield Comparison





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

QUESTIONS?

The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility