

NOTICE OF MEETING

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

OF THE
BOARD OF DIRECTORS
OF THE



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

IS SCHEDULED FOR
WEDNESDAY, MARCH 9, 2016
10:00 A.M.

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

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



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

**WEDNESDAY, MARCH 9, 2016
10:00 A.M.**

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Biosolids Management Committee meeting minutes from the February 10, 2016, meeting.

B. CONTRACT AWARD FOR MIDGE FLY SAMPLING AND CONTROL INVESTIGATION

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002068, to West Valley Mosquito and Vector Control District establishing a two-year contract for midge fly sampling and control investigation services at the various groundwater recharge sites for a not-to-exceed amount of \$280,000; and
2. Authorize the General Manager, or his designee, to execute the contract.

2. **INFORMATION ITEM**

A. **ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)**

3. **GENERAL MANAGER'S COMMENTS**

4. **COMMITTEE MEMBER COMMENTS**

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

6. **ADJOURN**

*A Municipal Water District

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

Proofed by: SK

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, March 3, 2016.


April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

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

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Christina Valencia, Chief Financial Officer/AGM
Adham Almasri, Senior Engineer
Kathy Besser, Manager of External Affairs
Connie Gibson, Executive Assistant
Nel Groenveld, Manager of Laboratories
Jason Gu, Grants Officer
Randy Lee, Manager of Operations
Nasrin Maleki, Senior Engineer
Jeff Noelte, Manager of Technical Services
Shaun Stone, Manager of Engineering
Jamal Zughbi, Senior Engineer/Project Manager P.E.
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Jasmin A. Hall, Director

The meeting was called to order at 10:05 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of January 13, 2016.
- ◆ Recommended that the Board:
 1. Approve the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, to J.R. Filanc Construction Company for \$729,000; and
 2. Authorize the General Manager to execute the contract;

as an Action Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the Board:

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

as an Action Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the 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;

as an Action Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the 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 extension, for a not-to-exceed amount of \$150,000 for the initial two-year term; and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contact extensions;

as a Consent Calendar Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Authorize the single source procurement of a new aeration basin membrane diffusers and the membrane diffuser reskinning services for 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;

as a Consent Calendar Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the 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;

as a Consent Calendar Item on the February 17, 2016 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Laboratory Semi-Annual Update
- ◆ Engineering and Construction Management Monthly Update

GENERAL MANAGER'S COMMENTS

General Manager Joseph Grindstaff had no further comments.

COMMITTEE MEMBER COMMENTS

There were no Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requested future agenda items.

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

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MARCH 9, 2016


**ACTION
ITEM
1B**




Date: March 16, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (3/9/16)
Finance, Legal, and Administration Committee (3/9/16)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Jeff Noelte 
Manager of Technical Services

Subject: Contract Award for Midge Fly Sampling and Control Investigation

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002068 to West Valley Mosquito and Vector Control District (WVMVCD) establishing a two-year contract for midge fly sampling and control investigation services at various groundwater recharge sites for a not-to-exceed amount of \$280,000; and
2. Authorize the General Manager, or his designee, to execute the contract.

BACKGROUND

Midge flies are aquatic insects that spend most of their lives as larvae in the sediments of water bodies (e.g., lakes, streams, and ponds) before emerging as adults to reproduce. While midge flies do not bite or transmit disease like mosquitoes, they can become a nuisance in populated areas as swarming and resting adults come into contact with people and buildings. Groundwater recharge efforts create standing bodies of water that provide habitat for midge flies that can lead to nuisance levels of adult midges in the surrounding areas.

In order to develop a long-term, integrated control strategy that utilizes chemical and engineering controls in the most appropriate fashion, an extensive set of sampling data is needed to thoroughly understand where and when midge flies occur. The West Valley Mosquito and Vector Control District is uniquely positioned to perform the required sampling because of their specialized skill and local knowledge due to their service area covering much of IEUA's service area. The consulting services of an aquatic entomologist with expertise in midge fly control is being used to

guide the midge fly sampling efforts, evaluate the data, and to provide recommendations for an integrated midge fly control strategy.

The midge fly sampling and control investigation supports the Agency's objective to be a "Good Neighbor" under the business goal of Environmental Stewardship, as well as the objective of "maximizing the recharge of recycled water" under the business goal of Water Reliability.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the anticipated expenditures of \$50,000 for Fiscal Year (FY) 2015/16 will be funded from the Maintenance Department's Recycled Water (WC) fund's professional fees and services budget. The anticipated expenditures of \$150,000 for FY2016/17 and \$80,000 for FY 2017/18 will be funded from the Technical Services Department's Recycled Water (WC) fund's professional fees and services budget.

Midge Fly Sampling and Control Investigation

March 2016



Jeff Noelte

Manager of Technical Services

Background

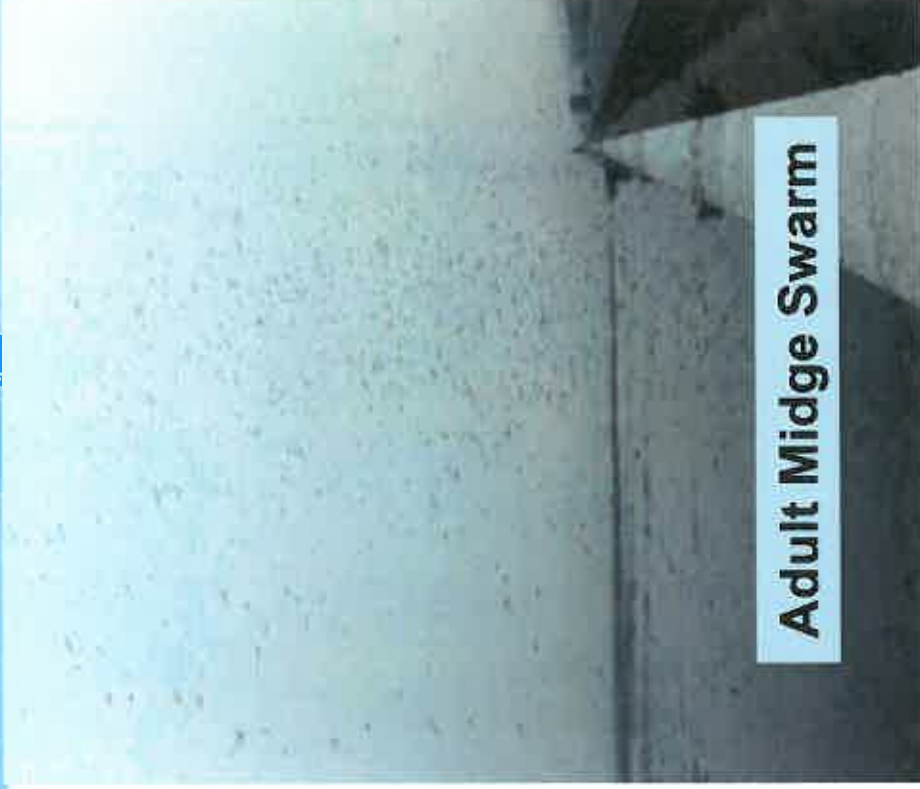
- * Midge flies resemble mosquitoes but do not bite or transmit disease
- * Found wherever moist sediment/soil is present
- * Swarming adults can be a nuisance



Adult Midge Flies



Resting Adults



Adult Midge Swarm

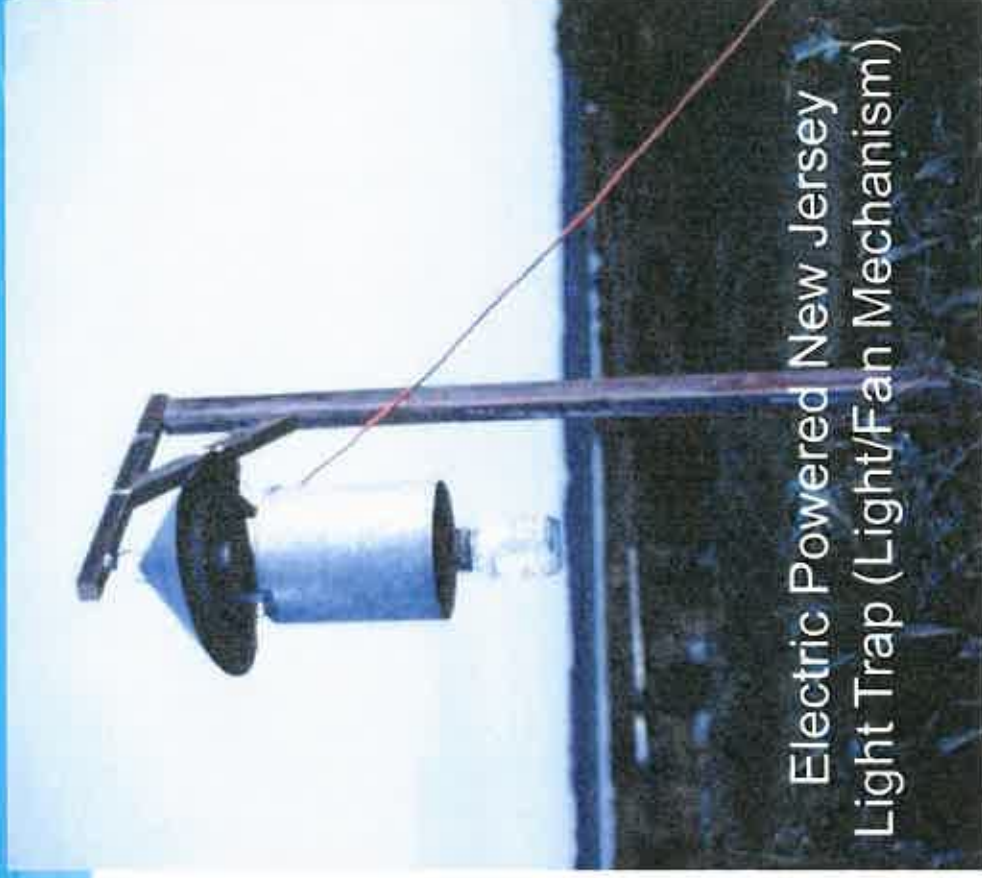
Sampling for Midge Larvae

Ekman Dredge Sampler (Benthos)



Emerging and Adult Sampling

Emergence Trap



Electric Powered New Jersey
Light Trap (Light/Fan Mechanism)

Recommendation

Approve a two-year contract with West Valley Mosquito and Vector Control District for midge fly sampling and control investigation services for a not-to-exceed amount of \$280,000.

Supports the Agency's objective to be a "Good Neighbor" under the business goal of Environmental Stewardship, as well as the objective of "maximizing the recharge of recycled water" under the business goal of Water Reliability



Questions?



CONTRACT NO. 4600002068

MIDGE FLY SAMPLING AND CONTROL INVESTIGATION SERVICES

This Contract is entered into as of this 16th day of March, 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 "IEUA"), and, the West Valley Mosquito and Vector Control District, a Special District, (hereinafter referred to as "WVMVCD") who shall be known collectively as ("the Parties") and singularly as ("the Party") for Midge Fly sampling and control investigation services.

RECITALS

WHEREAS, Midge Flies have become a nuisance at IEUA's Groundwater Recharge Basins and IEUA is developing an integrated control strategy which includes sampling to mitigate the nuisance; and,

WHEREAS, the WVMVCD is uniquely qualified to perform the sampling due to their knowledge and expertise of the basins within the service area; and,

WHEREAS, IEUA has hired, under separate contract, an aquatic entomologist with expertise in midge fly control to guide WVMVCD sampling efforts, in order to assist the Agency to develop the integrated control strategy; and

WHEREAS, both Parties desire to have the vector population controlled within and around the recharge basins to prevent and mitigate complaints from nearby residents.

COVENANTS

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: Jeff Noelte
Manager of Technical Services
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue
Chino, California 91708

Telephone: (909) 993-1912
Facsimile: (909) 993-1982
Email: jnoelte@ieua.org

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

WVMVCD: Mr. Min-Lee Cheng, Ph.D.
District Manager
West Valley Mosquito and Vector Control District
Address: 1295 East Locust Street
Ontario, California 91761
Telephone: (909) 635-0307
Email: mcheng@wvmvcd.org

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

- A. Amendments to Contract Number 4600002068.
- B. Contract Number 4600002068 General Terms and Conditions.
- C. WVMVCD's Proposal dated February 18, 2016.

4. **SCOPE OF WORK AND SERVICES:** WVMVCD services shall be in accordance with WVMVCD's proposal dated February 18, 2016, which is attached hereto as Exhibit A, incorporated herein and made a part hereof. Deliverables include, but shall not be limited to the following:

- After written approval from the Agency's Project Manager, procure necessary equipment for midge sampling;
- As directed by the Agency's Project Manager, perform larval, emerging, and adult midge sampling at groundwater recharge sites, which are anticipated to be the following recharge basins; Turner, San Sevaine, Victoria, Ely and Hickory.
- Provide monthly reports to present the sampling data, and review the data with IEUA's Project Manager and midge fly consultant, Mr. Richard Lobinske.
- Prepare and send midge specimens to the midge fly consultant as requested by the Agency.
- As directed by the Agency's Project Manager, perform bioassays to assess the effectiveness of larvicides.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on March 31, 2018, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay WVMVCD's properly executed monthly 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 or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include **Contract Number 4600002068**.

Mail one original invoice to the Agency's Accounts Payable Department, with a copy to the Project Manager. To expedite payment, invoices may be sent electronically to IEUA's Accounts Payable at apgroup@ieua.org with a copy to the Agency's Project Manager.

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

The Agency's shall pay WVMVCD's staff an hourly rate of **\$80.00** per hour, plus reimburse WVMVCD for IEUA pre-approved materials and equipment, which shall only be reimbursed with receipts for a total, NOT-TO-EXCEED Amount of **\$280,000** over the two-year period of the services.

7. **CONTROL OF THE WORK:** WVMVCD shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the WVMVCD 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 WVMVCD is unable to accelerate the Work, WVMVCD shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.
8. **FITNESS FOR DUTY:**
 - A. **Fitness:** WVMVCD and its Subconsultant personnel on the Jobsite:
 1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

- B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.
- C. Compliance: WVMVCD shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. WVMVCD shall impose these requirements on its Subconsultants. Agency may cancel the Contract if WVMVCD violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the WVMVCD shall maintain at WVMVCD's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location, or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the WVMVCD shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverage**

- a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as additional insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of negligent activities performed by or on behalf of the WVMVCD, products and completed operations of the WVMVCD, premises owned, occupied or used by the WVMVCD, or automobiles owned, leased, hired or borrowed by the WVMVCD. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The WVMVCD'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 WVMVCD'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 WVMVCD'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 WVMVCD 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 WVMVCD for the Agency.

3. **All Coverages**

Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.

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

Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: The WVMVCD 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 WVMVCD: The WVMVCD is retained as an independent WVMVCD only, for the sole purpose of rendering the sampling services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the WVMVCD shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The WVMVCD shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of WVMVCD's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by the violation of any such law, ordinance, regulation, order or decree, whether by the WVMVCD or its employees.

D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.

- E. Grant/Loan Funded Projects: This is a not a grant funded project. For grant/loan-funded projects, the WVMVCD shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the WVMVCD shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Non-Conforming Work: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, WVMVCD represents that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, WVMVCD shall notify the Project Manager, in writing, detailing the dispute and reason for WVMVCD's position. Any dispute that cannot be resolved between the Project Manager and the WVMVCD shall be resolved in accordance with the Dispute Section of this Contract.

I. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The WVMVCD 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 WVMVCD shall comply, pursuant to the Agency Project Manager instructions. If the WVMVCD 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 WVMVCD 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 WVMVCD'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 WVMVCD 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 WVMVCD to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by WVMVCD are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by WVMVCD are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to WVMVCD a list of five names of persons acceptable to Agency for appointment as Arbitrator. The WVMVCD 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 WVMVCD in mediation or arbitration commenced by a WVMVCD 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 WVMVCD.

11. INDEMNIFICATION: WVMVCD shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are actually caused by the negligence, recklessness or willful misconduct of the WVMVCD, its directors, employees, agents and assigns, in the performance of work under this contract.

12. OWNERSHIP OF MATERIALS, EQUIPMENT AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all equipment purchased, tools, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data purchased or prepared by the WVMVCD and/or the WVMVCD's subconsultant(s) pertaining to this Contract. Said materials, equipment and documents are confidential and shall be available to the Agency from the moment of their purchase and/or preparation, and the WVMVCD shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The WVMVCD agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

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

13. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by WVMVCD for its records and internal use. WVMVCD shall retain such

Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

- B. **Material:** Title to all Material, field or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. WVMVCD shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** WVMVCD shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. **PROPRIETARY RIGHTS:**

- A. **Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by WVMVCD in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by WVMVCD in the performance of the Work shall be the property of Agency, and WVMVCD shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by WVMVCD 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, WVMVCD 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, WVMVCD shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

15. INFRINGEMENT: WVMVCD 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.

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

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

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

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

WVMVCD: Mr. Min-Lee Cheng, Ph.D.
District Manager
West Valley Mosquito and Vector Control District
1295 East Locust Street
Ontario, CA 91761

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

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

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

In the event of litigation concerning disclosure of information WVMVCD 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 WVMVCD has marked "Confidential," "Proprietary," or "Trade Secret," WVMVCD shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all WVMVCDs' 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 WVMVCD. The WVMVCD shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the WVMVCD 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 WVMVCD.

21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.

22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to

the WVMVCD. In the event of such termination, the Agency shall pay WVMVCD for all authorized and WVMVCD-invoiced services up to the date of such termination.

23. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
24. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the WVMVCD.

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:

WEST VALLEY MOSQUITO AND
VECTOR CONTROL DISTRICT:

P. Joseph Grindstaff
General Manager

Dr. Min-Lee Cheng

INFORMATION

ITEM

2A

Engineering and Construction Management Project Updates March 2016



EN14043 – RP-5 Recycled Water Pipeline Bottleneck

- **Engineering Consultant: TBD**
- **Total Project Budget: \$1.3 M**
- **Scope of Work:**
 - Evaluate/eliminate existing recycled water piping bottlenecks
 - Upsize piping system as required by design
 - Replacement of all existing PVC piping with steel piping and valves
 - **New Scope**
 - Address surge issues and piping loop failures
- **Anticipated Completion: November 2016 (Design)**
- **Percent Complete: 2%**
- **Current Activities: Project Charter completion**
- **Focus Points:**
 - Itemize scope items and gather budget cost information



Pipe Burst



RP-5 RW Pump Station

EN16067- RP-1 DAFTs Plug Valve Replacement

- Contractor: Ferreira Construction
- Current Contract: \$80 K
- Total Project Budget: \$120 K
- Scope of Work: Replace four seized valves
- Current Activities:
 - Submittal review
 - Procurement of plug valves
- Contract Completion: March 2016
- Percent Complete: 30%
- Focus Point:
 - Shutdown plan approval
 - Complete construction



Eccentric Plug Valve



DAFT Valve Vault No. 2

EN14019 – RP-1 Headworks Primary and Secondary Upgrades

- Engineering Consultant: RMC Water and Environment
- Current Contract: \$724 K
- Total Project Budget: \$10.5 M
- Scope of Work: Upgrade deteriorated headworks facility, upgrade RP-1 Plant 3 scum system, and install bypass for System C flow meter
- Current Activities:
 - RMC is preparing the PDR
 - New Scope
 - Replacement of system C flowmeter
- Contract Completion: November 2017
- Percent Complete: 3%
- Focus Point:
 - Agency review PDR



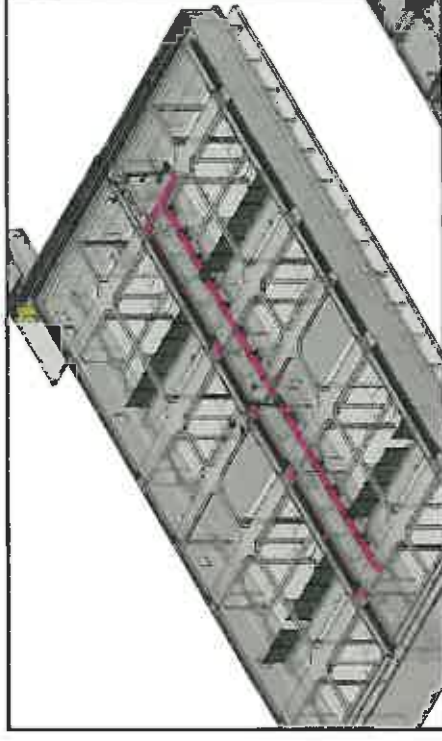
Scum Pump Location



System C Flow Meter

EN16024 – RP-1 Mixed Liquor Return Pumps

- Engineering Consultant: RMC Water and Environment
- Current Contract: \$425 K
- Total Project Budget: \$4 M
- Scope of Work: Install six (6) Mixed Liquor Return Pumps/VFDs and flowmeters at the RP-1 Aeration Basins
- Current Activities:
 - Finalize the PDR
 - New Scope
 - Aeration Panel Membrane replacements
- Contract Completion: June 2017
- Percent Complete: 10%
- Focus Point:
 - Review PDR
 - 30% Design
 - Maintain the schedule



Aeration Basin – 3D Design

EN13018 – Montclair Diversion Structure Improvements

- Contractor: J. F. Shea
- Current Contract: \$558 K
- Total Project Budget: \$3 M
- Scope of Work: Install three remotely operated electric actuated stainless steel slide gates and upgrade the metering station
- Current Activities:
 - Procurement of long lead items
- Contract Completion: June 2016
- Percent Complete: 55%
- Focus Point:
 - Traffic Control and Encroachment Permits
 - SCADA programming



Splitter Box



Existing Panel

RP-5 Energy Storage

- Engineering Consultant: Black and Veatch
- Current Contract: (Power Purchase Agreement)
- Total Project Budget: \$0
- Scope of Work: Installation of 500kW battery storage and integration of load shaping software
- Current Activities:
 - 100% Design
 - Obtaining Chino Valley Fire Authority approval
- Anticipated Completion: April 2016
- Percent Complete: 55%
- Focus Point:
 - Batteries onsite
 - Construction kickoff



Tesla Powerpack Units



Proposed Project Location

EN15045 & EN15046 – Collection/NRW System Manhole Upgrades



Manhole Adjustment Complete



Installation of New Cast Iron Manhole
Frame and Cover

- Contractor: Genesis Construction
- Current Contract: \$595 K
- Total Project Budget: \$1 M
- Scope of Work: Replace frame and covers for existing damaged manholes
- Current Activities:
 - Replacing cast iron frames and covers within City streets (Ontario, Chino, & Fontana)
- Construction Completion: March 2016
- Percent Complete: 88%
- Focus Point:
 - Night work in three (3) locations in Ontario (Began 2/8/16)
 - Work will continue for approximately two (2) weeks