



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

**WEDNESDAY, MARCH 9, 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 February 10, 2016.

**B. GENERAL DISBURSEMENTS REPORT**

It is recommended that the Committee/Board approve the total disbursements for the month of January 2016, in the amount of \$8,807,661.98.

2. **ACTION ITEMS**

A. **ADOPTION OF RESOLUTIONS FOR DESIGN-BUILD PROJECTS AND CONFLICT OF INTEREST POLICY**

It is recommended that the Committee/Board adopt, pursuant to California Senate Bill 785:

1. Resolution No. 2016-3-4, approving use of the design-build method for project delivery; and
2. Resolution No. 2016-3-5, approving a Conflict of Interest Policy for design-build projects.

B. **MASTER CONTRACT AWARDS FOR FENCING SERVICES**

It is recommended that the Committee/Board:

1. Approve the contract award for four 5-year term Master Contracts for fencing services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - Ace Fence Company (Contract No. 4600002071)
  - Ferreira Construction Company, Inc. (Contract No. 4600002070)
  - Harris Steel Fence Company, Inc. (Contract No. 4600002068)
  - Moore Fence Company, Inc. (Contract No. 4600002066)
2. Authorize the General Manager to execute the contracts.

C. **MASTER CONTRACT AWARDS FOR ASPHALT SERVICES**

It is recommended that the Committee/Board:

1. Approve the contract award for four 5-year term Master Contracts for asphalt services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - EBS General Engineering, Inc. (Contract No. 4600002077)
  - G.M. Sager Construction Company, Inc. (Contract No. 4600002075)
  - Medina Construction (Contract No. 4600002076)
  - Terra Pave, Inc. (Contract No. 4600002067)
2. Authorize the General Manager to execute the contracts.

**D. MASTER CONTRACT AWARDS FOR ROOFING SERVICES**

It is recommended that the Committee/Board:

1. Approve the contract award for four 5-year term Master Contracts for roofing services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - Best Contracting Services, Inc. (Contract No. 4600002074)
  - Exbon Development, Inc. (Contract No. 4600002078)
  - Rie-Way Roof Corporation (Contract No. 4600002065)
  - Tecta America Southern California, Inc. (Contract No. 4600002073); and
2. Authorize the General Manager to execute the contracts.

**E. 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 (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 the designee, to execute the contract.

**F. RESIDENTIAL EDUCATION, SURVEY, AND CONTROLLER UPGRADE PROGRAM**

It is recommended that the Committee/Board:

1. Award a 15-month contract to ConServ Construction, Inc., for a not-to-exceed amount of \$300,000 to implement the Program; and
2. Authorize the General Manager to execute the contract.

**G. RECYCLED WATER POLICY PRINCIPLES**

It is recommended that the Committee/Board:

1. Adopt the Recycled Water Policy Principles; and
2. Direct staff to develop a Regional Contract Amendment based on the Recycled Water Policy Principles.

H. **ADOPTION OF TWO RESOLUTIONS FOR A SMALL COMMUNITY GRANT APPLICATION**

It is recommended that the Committee/Board:

1. Adopt Resolution No. 2016-3-1, authorizing the General Manager to sign a Financial Assistance Agreement with the State Water Resources Control Board (SWRCB) for a Planning Grant application through the Small Community Wastewater Grant Program; and
2. Adopt Resolution No. 2016-3-2, dedicating certain revenues in connection with the Small Community Wastewater Grant Program and associated State Revolving Fund (SRF) loan financing.

3. **INFORMATIONAL ITEMS**

**RECEIVE AND FILE INFORMATION ITEM**

A. **FY 2015/16 SECOND QUARTER BUDGET VARIANCE REPORT (WRITTEN/POWERPOINT)**

B. **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: SR

**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, March 3, 2016.

for Stephonnee Riley  
April Woodruff



**CONSENT  
ITEM**

**1A**



## MINUTES

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

WEDNESDAY, FEBRUARY 10, 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  
Christina Valencia, Chief Financial Officer/Assistant General Manager  
Javier Chagoyen-Lazaro, Manager of Finance and Accounting  
Sylvie Lee, Manager of Planning and Environmental Resources  
Jason Marseilles, Acting Senior Engineer  
Shaun Stone, Manager of Engineering  
Ken Tiliau, 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 January 13, 2016.
- ◆ Recommended that the Board approve the total disbursements for the month of December 2015 in the amount of \$19,602,753.89;  
  
as a Consent Calendar Item on the February 17, 2016 Board meeting agenda.
- ◆ Recommended that the Board adopt Resolution No. 2016-2-1, authorizing participation in the California Asset Management Program;  
  
as a Consent Calendar Item on the February 17, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the landscape service contract for the CCWRF Lawn Conversion Improvements Project, for a not-to-exceed amount of \$124,000; and
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 contract:

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

◆ 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;
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;

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 Solutions Group for a not-to-exceed amount of \$1,400,320; and
2. Authorize the General Manager to finalize and execute the contract;

Director Elie requested that for clarity, disclosure, and leadership, he would like staff to document in the report for Board presentation how the 10-year loan will be paid in the event the actual energy savings does not offset the loan repayment over the 10-year term.

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

◆ Recommended that the Board:

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

as a Consent Calendar 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 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;

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 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;

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

◆ Recommended that the Board:

1. Authorize 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.

◆ Recommended that the 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;

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

◆ Recommended that the 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;

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:

- ◆ Unfunded Liabilities for Pension and Other Post-Employment Benefits
- ◆ Regional Contract Amendment and Renewal 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 11:55 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: MARCH 9, 2016**


**CONSENT  
ITEM**


**1B**


**Date:** March 16, 2016

**To:** The Honorable Board of Directors

**Through:** Finance, Legal, and Administration Committee (3/9/16)

**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 January 2016, in the amount of \$8,807,661.98.

**BACKGROUND**

January disbursement activity includes vendor payments (check numbers 212241-212549) of \$2,420,748.75 and workers compensation payments (check numbers 04401-04428) of \$5,790.52. The total amount of ACH and wire transfer payments is \$6,378,478.89, which includes payroll taxes in the amount of \$788,295.98. The total employee pay was \$1,396,481.54. The total pay for the Board of Directors was \$4,098.63.

Payment Type		Transactions	Total Amount
Check	Vendors	306	2,420,748.75
	Workers-Comp	28	5,790.52
	Payroll-Directors'	4	2,643.82
	Payroll-Others	0	0
<b>Subtotal Check</b>		<b>338</b>	<b>\$2,429,183.09</b>
<b>ACH</b>		<b>146</b>	<b>\$1,972,839.85</b>
Wire Transfer	Payroll-Net Pay	2	1,396,481.54
	Payroll-Directors'		1,454.81
	Others	16	3,007,702.69
<b>Subtotal Wires</b>		<b>18</b>	<b>\$4,405,639.04</b>
<b>TOTAL</b>		<b>502</b>	<b>\$8,807,661.98</b>

Report on General Disbursements

March 16, 2016

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

<b>Vendor</b>	<b>Amount</b>	<b>Description</b>
MWD	\$1,121,153.80	November 2015 Water Purchase
PERS	\$1,026,267.11	P/R 26, 1 & 2 Contributions; 1/16 Health Ins
Chino Basin Desalter	\$784,499.68	MWD Rebate & USBR Grants Pass-Through
IRS	\$652,676.42	P/R 1 & 2 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  
 CITIZENS BUSINESS BANK  
 231167641  
 ONTARIO CA 917610000

Check	Cherz number from to	Payment	Print date	Crcy	Amount paid (Fci)	Recipient/void reason code	Exec /void
212241		2200071978	01/07/2016	USD	126.42	ABATIX CORPORATION DALLAS TX	01/12/2016
212242		2200071975	01/07/2016	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY BRANCHO CUCAMONGA CA	01/13/2016
212243		2200071990	01/07/2016	USD	1,700.00	AIR MANAGEMENT INDUSTRIES INC RANCHO CUCAMONGA CA	01/13/2016
212244		2200071937	01/07/2016	USD	766.06	AIRGAS WEST INC PASADENA CA	01/13/2016
212245		2200071945	01/07/2016	USD	16,227.14	ALL AMERICAN CRANE MAINTENANCEWALNUT CA	01/13/2016
212246		2200071934	01/07/2016	USD	1,573.00	ALL ENVIRONMENTAL DALLAS TX	01/13/2016
212247		2200071999	01/07/2016	USD	478.28	AMERICAN HERITAGE LIFE INSURANDALLAS TX	01/19/2016
212248		2200071956	01/07/2016	USD	30.00	ASSGEO HESPERIA CA	01/13/2016
212249		2200071983	01/07/2016	USD	130.67	AUTOZONE INC ATLANTA GA	01/12/2016
212250		2200071947	01/07/2016	USD	516.45	BAUTERY SERVICIUMES COSTA MESA CA	01/13/2016
212251		2200072017	01/07/2016	USD	122.48	BOUGHAN, ARIN CHINO HILLS CA	01/11/2016
212252		2200071951	01/07/2016	USD	4,900.91	BRACE CRANE SERVICE LONG BEACH CA	01/13/2016
212253		2200071970	01/07/2016	USD	862.50	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	01/14/2016
212254		2200071977	01/07/2016	USD	36,819.50	C. A. PICKUP COMPANY INC SANTA ANA CA	01/13/2016
212255		2200071971	01/07/2016	USD	6,000.00	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	01/13/2016
212256		2200071987	01/07/2016	USD	9,531.93	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	01/13/2016
212257		2200072013	01/07/2016	USD	156.69	CAMACHO, MICHAEL CHINO HILLS CA	01/11/2016
212258		2200072007	01/07/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	01/15/2016
212259		2200071926	01/07/2016	USD	320.32	CARL WARREN & COMPANY LOS ANGELES CA	01/11/2016
212260		2200071959	01/07/2016	USD	688.88	CDM GOVERNMENT INC CHICAGO IL	01/14/2016
212261		2200071944	01/07/2016	USD	10,000.00	CHINO BASIN WATER CONSERVATIONMONTCLAIR CA	01/14/2016
212262		2200071987	01/07/2016	USD	6,163.98	CHRYSLER CORPORATION ACHENSO PROENZA AZ	01/13/2016
212263		2200072006	01/07/2016	USD	373.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	01/13/2016
212264		2200071993	01/07/2016	USD	2,671.09	CITY OF CHINO CHINO CA	01/13/2016
212265		2200071927	01/07/2016	USD	39.07	CITY RENTALS INC ONTARIO CA	01/13/2016
212266		2200071928	01/07/2016	USD	507.28	COLE-FARMER INSTRUMENT CO CHICAGO IL	01/12/2016
212267		2200072002	01/07/2016	USD	572.55	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	01/11/2016
212268		2200072010	01/07/2016	USD	43.70	CUNNINGHAM, RICHARD CHINO HILLS CA	01/11/2016
212269		2200072012	01/07/2016	USD	52.79	DAGAN, EDWARD CHINO HILLS CA	01/25/2016
212270		2200071969	01/07/2016	USD	250.00	DAVE'S PALMERING CHINO HILLS CA	01/13/2016
212271		2200071942	01/07/2016	USD	11,586.13	DELLI MARKETING L P PASADENA CA	01/12/2016
212272		2200071958	01/07/2016	USD	7,762.19	DELTA SOLUTIONS ATLANTA GA	01/11/2016
212273		2200071982	01/07/2016	USD	2,208.13	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	01/12/2016
212274		2200072014	01/07/2016	USD		VOIDED BY KMC-CRISIS CHECK NOT NEEDED	01/14/2016
212275		2200071964	01/07/2016	USD	3,276.64	ENDRESS+HAUSER INC INDIANAPOLIS IN	01/25/2016
212276		2200071981	01/07/2016	USD	6,670.00	ENROKING BAYON-AWAKITCAL, INGRAVEYLINE TX	01/12/2016
212277		2200071930	01/07/2016	USD	1,036.06	FISHER SCIENTIFIC LOS ANGELES CA	01/11/2016
212278		2200071987	01/07/2016	USD	463.11	FONTANA WATER COMPANY FONTANA CA	01/27/2016
212279		2200072004	01/07/2016	USD	1,575.41	FRANCHISE TAX BOARD SACRAMENTO CA	01/12/2016
212280		2200071965	01/07/2016	USD	3,365.17	FBI CONSULTANTS INC BOSTON MA	01/12/2016
212281		2200071980	01/07/2016	USD	33,518.35	GED INC IRVINE CA	01/25/2016
212282		2200071963	01/07/2016	USD	7,528.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	01/12/2016
212283		2200071940	01/07/2016	USD	6,868.65	GRAINGER PALATINE IL	01/12/2016
212284		2200071972	01/07/2016	USD	10,818.83	GRAPHIC PRODUCTS BENVENON OR	01/12/2016

Check Register

Inland Empire Util. Agency  
 Chino, CA  
 Company code 1000

ONTARIO CA 917610000

Bank CBB  
 Bank key 122234149  
 Acct number CHECK  
 231167641

Check	Check number from to	Payment	Amount	Crcy.	Rec'd date	Amount paid (P/C)	Recipient/void reason code	Rec'd date
212285	2200072018	01/07/2016	USD	300.00	GRIFWITH, DAN RANCHO CUCAMONGA CA	01/19/2016		
212286	2200072016	01/07/2016	USD	128.80	HALL, WASTON CHINO HILLS CA	01/14/2016		
212287	2200071931	01/07/2016	USD	620.10	HARRINGTON INDUSTRIAL PLASTICSSCHINO CA	02/15/2016		
212288	2200072019	01/07/2016	USD	300.00	HERRON, JACQUELY FONTANA CA	01/13/2016		
212289	2200071932	01/07/2016	USD	2,650.17	HOME DEPOT CREDIT SERVICES DBS MOINES IA	02/23/2016		
212290	2200072009	02/07/2016	USD	204.00	IANA EMPLOYERS ASSOCIATION CHINO HILLS CA	01/13/2016		
212291	2200072001	01/07/2016	USD	55.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	02/03/2016		
212292	2200071986	01/07/2016	USD	37,672.47	INTEGRATED DESIGN SERVICES INCIERVALE CA	01/21/2016		
212293	2200071992	01/07/2016	USD	540.00	INTERNATIONAL COUNCIL FOR BROKEN ARROW OK	01/15/2016		
212294	2200071935	01/07/2016	USD	222.20	J. G. TOLKER & SON INC. GOWENA CA	01/11/2016		
212295	2200071934	01/07/2016	USD	1,662.21	JOHNSON POWER SYSTEMS LOS ANGELES CA	02/15/2016		
212296	2200071979	01/07/2016	USD	39.00	KIM'S MASTER AUTO REPAIR CHINO CA	01/14/2016		
212297	2200071984	01/07/2016	USD	947.20	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	02/14/2016		
212298	2200071946	01/07/2016	USD	12.36	KONICA MINOLTA BUSINESS SOLUTIONS RIVERDALE CA	01/14/2016		
212299	2200071963	01/07/2016	USD	586.95	KREBS ENGINEERS ATLANTA GA	02/13/2016		
212300	2200071952	01/07/2016	USD	1,100.00	L.A. GILBERTON LOS ANGELES CA	01/15/2016		
212301	2200072005	01/07/2016	USD	329.80	LEGALSHEILD ADA OK	02/27/2016		
212302	2200071954	01/07/2016	USD	677.04	LOCKMASTERS USA INC PANAMA CITY FL	01/12/2016		
212303	2200071941	01/07/2016	USD	178.20	MAJESTIC TROPHY CO ONTARIO CA	02/13/2016		
212304	2200072008	01/07/2016	USD	288.00	MAKNA PAREQUEZ LAS VEGAS NV	01/14/2016		
212305	2200071974	01/07/2016	USD	591.09	MARS ENVIRONMENTAL INC ANAHEIM CA	02/02/2016		
212306	2200071949	01/07/2016	USD	382.70	MCMASTER-CARR SUPPLY CO CHICAGO IL	01/11/2016		
212307	2200072009	01/07/2016	USD	59.80	MERRILL, DEBORAH CHINO HILLS CA	02/02/2016		
212308	2200071952	01/07/2016	USD	267.48	MIDPOINT HEARING ONTARIO CA	01/11/2016		
212309	2200071938	01/07/2016	USD	94.33	MISSION REPROGRAPHICS RIVERSIDE CA	01/19/2016		
212310	2200071929	01/07/2016	USD	300.00	MITCHELL, CINDY ONTARIO CA	02/05/2016		
212311	2200071968	01/07/2016	USD	321.97	OFFICE DEPOT LOS ANGELES CA	02/11/2016		
212312	2200072020	01/07/2016	USD	5,458.08	OLAN CORP ATLANTA GA	02/11/2016		
212313	2200071989	01/07/2016	USD	395.00	ONTARIO CHAMBER OF COMMERCE ONTARIO CA	01/21/2016		
212314	2200071948	01/07/2016	USD	230.40	PAJAM AUTO DETAIL INC COLTON CA	01/20/2016		
212315	2200071989	01/07/2016	USD	5,220.00	PCITRONICS INC RIVERSIDE CA	01/12/2016		
212316	2200072003	01/07/2016	USD	70.98	PERE-LONG TERM CARE PROGRAM PASADENA CA	01/13/2016		
212317	2200071939	01/07/2016	USD	943.20	PETTY CASH EXPENDITURES CHINO CA	01/12/2016		
212318	2200072015	01/07/2016	USD	46.00	POPE, SERINA CHINO HILLS CA	02/13/2016		
212319	2200071935	01/07/2016	USD	1,529.38	RAMONA TIRE & SERVICE CENTERS HEMET CA	01/13/2016		
212320	2200072021	02/07/2016	USD	300.00	REYES, LEO ONTARIO CA	02/03/2016		
212321	2200071936	01/07/2016	USD	1,374.60	ROYAL WHOLESALE ELECTRIC ORANGE CA	01/13/2016		
212322	2200071978	02/07/2016	USD	365.54	RUTAN & TUCKER TRIP COSTA MESA CA	02/12/2016		
212323	2200071957	01/07/2016	USD	1,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	01/22/2016		
212324	2200072022	02/07/2016	USD	300.00	SEKAVAN, THOMAS FONTANA CA	02/14/2016		
212325	2200071995	01/07/2016	USD	51,932.97	SO CALIF EDISON ROSEMEAD CA	01/12/2016		
212326	2200071996	02/07/2016	USD	885.87	SO SMIET GAS MONTEREY PARK CA	02/23/2016		
212327	2200071943	01/07/2016	USD	1,000.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA	01/21/2016		
212328	2200072017	02/07/2016	USD	104.88	SPENDLOVE, DANNY CHINO HILLS CA	02/17/2016		

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212331	2200071952	01/07/2016	USD	6,794.20	THE BRICKMAN GROUP LTD LLC CHICAGO IL	01/12/2016	
212332	2200071953	01/07/2016	USD	783.00	U.S. HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	01/14/2016	
212333	2200071954	01/07/2016	USD	423.90	U S POSE INC ONTARIO CA	01/11/2016	
212334	2200071955	01/07/2016	USD	8,402.18	UNIVERSAL PROTECTION SERVICE PASADENA CA	01/11/2016	
212335	2200071956	01/07/2016	USD	9,860.83	UTILIQUEST LLC ATLANTA GA	01/11/2016	
212336	2200071957	01/07/2016	USD	1,037.50	VERIZON CALIFORNIA-DALLAS TX	01/12/2016	
212337	2200071958	01/07/2016	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	01/13/2016	
212338	2200071959	01/14/2016	USD	591.60	1-E RETROFIT INC-OWENHIO CA	01/25/2016	
212339	2200072001	01/14/2016	USD	577.34	ABATEX CORPORATION DALLAS TX	01/19/2016	
212340	2200072002	01/14/2016	USD	1,745.43	AIRGAS WEST INC PASADENA CA	02/04/2016	
212341	2200072003	01/14/2016	USD	41,348.19	ARCADIS U.S., INC. HIGHLANDS RANCH CO	01/20/2016	
212342	2200072004	01/14/2016	USD	64.40	ARCHER WILLIAM CHING-FULLS CA	01/22/2016	
212343	2200072005	01/14/2016	USD	1,566.37	AUTOZONE INC ATLANTA GA	01/20/2016	
212344	2200072006	01/14/2016	USD	2,000.00	BEKLEN PACKAGING LLC CHICAGO IL	01/20/2016	
212345	2200072007	01/14/2016	USD	2,758.04	BEST BEST & KRIGER LLP RIVERSIDE CA	01/20/2016	
212346	2200072008	01/14/2016	USD	6,331.75	BURESEC WASTE INDUSTRIES INC BUENA PARK CA	01/21/2016	
212347	2200072009	01/14/2016	USD	3,279.01	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	01/19/2016	
212348	2200072010	01/14/2016	USD	15,697.50	CASA VERDE LANDECAPE ALTA LOMA CA	01/25/2016	
212349	2200072011	01/14/2016	USD	25,152.00	CHING MFG & REPAIR INC-CHINO CA	01/20/2016	
212350	2200072012	01/14/2016	USD	3,632.42	CINTAS CORPORATION LOCH150 PHOENIX AZ	01/22/2016	
212351	2200072013	01/14/2016	USD	55.22	CINTAS FIRST AID & SAFETY LOCINGENNAIT OH	01/22/2016	
212352	2200072014	01/14/2016	USD	2,530.29	CITY OF CHINO CHINO CA	01/20/2016	
212353	2200072015	01/14/2016	USD	3.38	CITY RENTALS INC ONTARIO CA	01/21/2016	
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212356	2200072018	01/14/2016	USD	2,184.00	CONCEMINDO, FRANCIS CHINO HILLS CA	01/20/2016	
212357	2200072019	01/14/2016	USD	81,365.39	CONSERV-CONSTRUCTION INC MURRIETA CA	01/23/2016	
212358	2200072020	01/14/2016	USD	10,272.48	CPC SYSTEMS INC IRVINDALE CA	01/20/2016	
212359	2200072021	01/14/2016	USD	55.20	CUEMANGA VALLEY WATER DISTRICTS-ANGELES CA	01/20/2016	
212360	2200072022	01/14/2016	USD	560.36	DATALOK COMPANY, THE LOS ANGELES CA	01/20/2016	
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212362	2200072024	01/14/2016	USD	160,407.16	DEERE & COMPANY CARY NC	01/22/2016	
212363	2200072025	01/14/2016	USD	4,870.28	DELL MARKETING E. P. PASADENA CA	01/13/2016	
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212368	2200072030	01/14/2016	USD	375.46	FLORENE FILTER CORP COMPTON CA	02/01/2016	
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212370	2200072032	01/14/2016	USD	5,777.15	GRAINGER PALATINE IL	01/19/2016	
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212372	2200072034	01/14/2016	USD				

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212374	2200072065	01/14/2016	USD	6,524.99	HAWTHORNE LIFE SYSTEMS-LOS ANGELES CA	01/19/2016
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212376	2200072055	01/14/2016	USD	1,163.96	HOME DEPOT CREDIT SERVICES DES MOINES IA	01/20/2016
212377	2200072068	01/14/2016	USD	427.90	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	01/20/2016
212378	2200072074	01/14/2016	USD	221.23	KANAWA COMPRESSORS, FREDRICKSBURG VA	01/20/2016
212379	2200072086	01/14/2016	USD	691.20	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	01/20/2016
212380	2200072084	01/14/2016	USD	208.45	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	01/20/2016
212381	2200072095	01/14/2016	USD	4,299.77	MAIN GRAPHICS IRVINE CA	01/20/2016
212382	2200072071	01/14/2016	USD	4,851.17	MICROMETER INC CHICAGO IL	01/20/2016
212383	2200072109	01/14/2016	USD	108.00	MENDEZ, DAVID CHINO HILLS CA	01/22/2016
212384	2200072077	01/14/2016	USD	10,095.38	MERCHANTS BUILDING MAINTENANCE MONTGOMERY PARK CA	01/20/2016
212385	2200072082	01/14/2016	USD	4,773.76	MICROGEE TEMPE AZ	01/21/2016
212386	2200072083	01/14/2016	USD	1,377.88	OFFICE DEPOT LOS ANGELES CA	01/19/2016
212387	2200072100	01/14/2016	USD	11,041.50	voided by EMCCHRIS - Lost Check	02/10/2016
212388	2200072057	01/14/2016	USD	251.00	RACIFIC DATA MARKETING POWAY CA	01/21/2016
212389	2200072067	01/14/2016	USD	6,090.00	PETTY CASH EXPENDITURES CHINO CA	01/19/2016
212390	2200072067	01/14/2016	USD	19,417.50	SIGNARRET INC LOS ANGELES CA	01/20/2016
212391	2200072082	01/14/2016	USD	11,887.13	SINNOTT, FURBIA, CAMPAGNE & CULOS ANGRLES CA	02/01/2016
212392	2200072104	01/14/2016	USD	1,195.88	SO CALIF GAS MONTEREY PARK CA	02/01/2016
212393	2200072059	01/14/2016	USD	19,102.04	SO CALIF EDISON ROSEMEAD CA	02/02/2016
212394	2200072105	01/14/2016	USD	917.24	SOUTH COAST AOME DIAMOND BAR CA	01/29/2016
212395	2200072079	01/14/2016	USD	4,361.20	TIME WARNER TELECOM DENVER CO	02/02/2016
212396	2200072069	01/14/2016	USD	8,086.76	ROM DODSON & ASSOCIATES SAN BERNARDINO CA	01/22/2016
212397	2200072107	01/14/2016	USD	419.91	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	02/23/2016
212398	2200072102	01/14/2016	USD	2,458.75	VERIZON BUSINESS DALLAS TX	01/20/2016
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212402	2200072135	01/21/2016	USD	247.80	STATE WATER RESOURCES GENERAL BERSACRAMENTO CA	02/01/2016
212403	2200072169	01/21/2016	USD	210.00	AIRGAS WEST INC PASADENA CA	01/28/2016
212404	2200072176	01/21/2016	USD	83,299.44	ALLIANT INSURANCE SERVICES LINESAN DIEGO CA	01/27/2016
212405	2200072164	01/21/2016	USD	416.05	ALLISON MECHANICAL, INC. REDLANDS CA	01/26/2016
212406	2200072179	01/21/2016	USD	13,467.56	ALHSTAR FIRE EQUIPMENT INC ARCADIA CA	01/26/2016
212407	2200072185	01/21/2016	USD	764.59	ALTA PACIFIC BANK TEMECULA CA	02/03/2016
212408	2200072162	01/21/2016	USD	325.00	voided by EMCCHRIS - Check not needed	01/26/2016
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212411	2200072198	01/21/2016	USD	177.00	BRAGG CRANE SERVICE LONG BEACH CA	01/26/2016
212412	2200072141	01/21/2016	USD	9,870.36	BUSINESS CARD WILMINGTON DE	01/29/2016
212413	2200072174	01/21/2016	USD	1,052.22	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	01/26/2016
212414	2200072208	01/21/2016	USD	18.30	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	01/26/2016
212415	2200072208	01/21/2016	USD	18.30	CANACHO, MICHAEL CHINO HILLS CA	01/26/2016
212416	2200072208	01/21/2016	USD	18.30	CANALASO, PIETRO CHINO HILLS CA	01/26/2016



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212419	2200072147	01/21/2016	USD	51.60	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA		
212420	2200072161	01/21/2016	USD	41.29	CINTAS CORPORATION LOC 150 PHOENIX AZ	01/28/2016	
212421	2200072199	01/21/2016	USD	373.00	CITY EMPLOYERS ASSOCIATION LONG BEACH CA	01/27/2016	
212422	2200072180	01/21/2016	USD	43,375.00	CSI ELECTRICAL CONTRACTORS INC SANTA FE SPRINGS CA	02/26/2016	
212423	2200072185	01/21/2016	USD	1,085.91	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	01/26/2016	
212424	2200072204	01/21/2016	USD	43.70	CUMMINS INC RICHARD GEORGE HILLS CA	02/03/2016	
212425	2200072169	01/21/2016	USD	425.00	DAVID WHEELER'S PEST CONTROL NORCO CA	02/01/2016	
212426	2200072157	01/21/2016	USD	69,139.43	DAVIS ELECTRIC INC UCALBA CA	01/27/2016	
212427	2200072181	01/21/2016	USD	1,101.60	DC INTERNATIONAL INC LAFAYETTE LA	01/28/2016	
212428	2200072228	01/21/2016	USD	76.21	FEDERAL EXPRESS CORP PASADENA CA	01/28/2016	
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212430	2200072239	01/21/2016	USD	2,338.29	FISHER SCIENTIFIC LOS ANGELES CA	01/27/2016	
212431	2200072203	01/21/2016	USD	36.97	FLORIO, JONATHAN D CHINO HILLS CA	01/27/2016	
212432	2200072273	01/21/2016	USD	4,000.00	FONTANA UNITED SCHOOL DISTRICT FONTANA CA	01/27/2016	
212433	2200072190	01/21/2016	USD	2,072.95	FOUNDATION HA ENERGY GENERATION FRANCISCO CA		
212434	2200072198	01/21/2016	USD	1,876.15	FRANCHISE TAX BOARD SACRAMENTO CA	02/03/2016	
212435	2200072207	01/21/2016	USD	172.50	FRESQUEZ, ADRIAN CHINO HILLS CA	01/26/2016	
212436	2200072175	01/21/2016	USD	630.39	FULL SOURCE, LLC JACKSONVILLE FL	01/26/2016	
212437	2200072170	01/21/2016	USD	2,030.53	GARDNER DENVER WASH LLC ST LOUIS MO	01/26/2016	
212438	2200072154	01/21/2016	USD	590.51	GENERAL AIR COMPRESSION INC ANAHEIM CA	02/01/2016	
212439	2200072142	01/21/2016	USD	255,883.44	GENSIS CONSTRUCTION HEMET CA	01/26/2016	
212440	2200072138	01/21/2016	USD	3,983.84	GRAINGER PALATKA IL	01/26/2016	
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212446	2200072191	01/21/2016	USD	16,274.45	INLAND BIOENERGY LLC FONTANA CA	02/01/2016	
212447	2200072193	01/21/2016	USD	66.00	INLAND EMPLOYEES UNION MAY RANCHO CUCAMONGA CA	01/29/2016	
212448	2200072182	01/21/2016	USD	100.00	INTERNATIONAL COUNCIL FOR BROKEN ARROW OK	02/08/2016	
212449	2200072146	01/21/2016	USD	9,520.44	J R SHEA CONSTRUCTION INC WALNUT CA	01/26/2016	
212450	2200072132	01/21/2016	USD	62,819.58	J R FILANC CONSTRUCTION CO INC ESCONCIDO CA	01/27/2016	
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212456	2200072197	01/21/2016	USD	13,009.28	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	02/01/2016	
212457	2200072204	01/21/2016	USD	386.00	MARVA FERRAZ LAS VEGAS NV	01/29/2016	
212458	2200072149	01/21/2016	USD	2,331.90	MCMASTER-CARR SUPPLY CO CHICAGO IL	01/27/2016	
212459	2200072165	01/21/2016	USD	31,890.85	MEYERS WAIVE OAKLAND CA	01/26/2016	

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212464	2200072163		USD	01/21/2016	USD	56,653.30	OLIN CORP ATLANTA GA	01/26/2016
212465	2200072184		USD	01/21/2016	USD	4,025.86	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	01/25/2016
212466	2200072196		USD	01/21/2016	USD	70.98	PARS LONG TERM CARE PROGRAM PASADENA CA	01/27/2016
212467	2200072195		USD	01/21/2016	USD	13,892.90	PREFERRED BENEFIT INSURANCE PLEASANTON CA	01/27/2016
212468	2200072156		USD	01/21/2016	USD	8,388.00	RIFF-WAY ROOF CORPORATION FONTANA CA	01/28/2016
212469	2200072167		USD	01/21/2016	USD	366.00	SCPMA-HR WHITTIER CA	01/26/2016
212470	2200072187		USD	01/21/2016	USD	255,379.08	SO CALIF EDISON ROSEMEAD CA	01/26/2016
212471	2200072198		USD	01/21/2016	USD	6,789.85	SO CALIF GAS MONTEREY PARK CA	02/03/2016
212472	2200072139		USD	01/21/2016	USD	467.98	SOUTH COAST AOME DIAMOND BAR CA	01/28/2016
212473	2200072137		USD	01/21/2016	USD	4,091.57	SPARKLING INSTRUMENTS LLC PHOENIX AZ	01/26/2016
212474	2200072134		USD	01/21/2016	USD	9.00	STATE BOARD OF EQUALIZATION SACRAMENTO CA	01/26/2016
212475	2200072210		USD	01/21/2016	USD	75.03	STONE, SHAWN CHINO	01/26/2016
212476	2200072177		USD	01/21/2016	USD	86,268.88	TECHNICAL SYSTEMS TML LYNNWOOD WA	01/28/2016
212477	2200072168		USD	01/21/2016	USD	4,380.00	TERRA PAVE INC WHITTIER CA	01/28/2016
212478	2200072172		USD	01/21/2016	USD	987.50	THE BRICKMAN GROUP LTD LLC CHICAGO IL	01/26/2016
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212480	2200072209		USD	01/21/2016	USD	18.00	TULLMAN, KENNETH CHINO HILLS CA	01/27/2016
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212482	2200072189		USD	01/21/2016	USD	114.93	VERIZON COMMUNICATIONS DALLAS TX	01/27/2016
212483	2200072145		USD	01/21/2016	USD	1,089.95	WASTE MANAGEMENT OF LOS ANGELES CA	01/29/2016
212484	2200072194		USD	01/21/2016	USD	2,705.60	WESTERN DENTAL PLAN ORANGE CA	01/29/2016
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212489	2200072376		USD	01/28/2016	USD	231.45	AIRGAS WEST INC PASADENA CA	02/01/2016
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212492	2200072422		USD	01/28/2016	USD	2,800.90	BEST BEST & KRIBGER LLP RIVERSIDE CA	02/10/2016
212493	2200072416		USD	01/28/2016	USD	172.23	BRBIG, ANNA VICTORVILLE CA	02/04/2016
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212500	2200072400		USD	01/28/2016	USD	987.00	CASE ENGINEERING AND CONSULTING IA	02/03/2016
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 231167641

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 122234149  
 CHECK

ONTARIO CA 917610000

Check number from to	Payment	Emnt date	Crcy	Amount paid (Pct)	Recipient/void reason code	enca./void
212505	2200072401	01/28/2016	USD	500.00	DAVE'S PLUMBING CHINO HILLS CA	02/02/2016
212506	2200072406	01/28/2016	USD	150.00	DAVID WEISBERG'S PEST CONTROL, NORCO CA	02/02/2016
212507	2200072417	01/28/2016	USD	6,000.00	DESIGN FOR SCIENCE LLC CARLSBAD CA	02/01/2016
212508	2200072403	01/28/2016	USD	863.36	DOWN'S ENERGY CORONA CA	02/02/2016
212509	2200072414	01/28/2016	USD	2,880.47	EMA, INC. MINNEAPOLIS MN	02/02/2016
212510	2200072408	01/28/2016	USD	3,000.00	EPX-CSE AMERICA, INC. ATLANTA GA	02/02/2016
212511	2200072413	01/28/2016	USD	99.29	EVOQUA WATER TECHNOLOGIES LLC PITTSBURGH PA	02/03/2016
212512	2200072432	01/28/2016	USD	142.87	FISHER SCIENTIFIC, LOS ANGELES CA	02/01/2016
212513	2200072379	01/28/2016	USD	145.75	FONTANA HERALD NEWS FONTANA CA	02/03/2016
212514	2200072335	01/28/2016	USD	576.00	SOLID STATE LABOR COMPLIANCE PALMDALE CA	02/02/2016
212515	2200072378	01/28/2016	USD	3,375.09	GRAINGER PALMATEL ILL	02/02/2016
212516	2200072334	01/28/2016	USD	5,755.79	HACH COMPANY CHICAGO IL	02/02/2016
212517	2200072373	01/28/2016	USD	82.30	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	02/02/2016
212518	2200072435	01/28/2016	USD	469.46	HONDA, DIANA APPLE WALLEY CA	02/02/2016
212519	2200072374	01/28/2016	USD	743.57	HOMER DEPOT CREDIT SERVICES DES MOINES IA	02/02/2016
212520	2200072423	01/28/2016	USD	453.46	HORNE, WILLIAM YUCCA VALLEY CA	02/02/2016
212521	2200072383	01/28/2016	USD	195.00	IAPWA-HR RIVERSIDE CA	02/02/2016
212522	2200072385	01/28/2016	USD	6,500.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	02/02/2016
212523	2200072399	01/28/2016	USD	11,375.00	INTEGRATED DESIGN SERVICES INCIRVINE CA	02/02/2016
212524	2200072405	01/28/2016	USD	1,450.00	JR'S POOLS & PONDS, INC. UPLAND CA	02/02/2016
212525	2200072415	01/28/2016	USD	30,150.00	JCE EQUIPMENT, INC. UPLAND CA	02/02/2016
212526	2200072431	01/28/2016	USD	18.83	JONES, KYLE CHINO HILLS CA	02/01/2016
212527	2200072416	01/28/2016	USD	37,587.90	KWS MANUFACTURING COMPANY LTD BURLSON TX	02/01/2016
212528	2200072404	01/28/2016	USD	6,000.00	LAMAR ADVERTISING IONA ERDA CA	02/03/2016
212529	2200072427	01/28/2016	USD	18.00	LEE, RANDY CHINO HILLS CA	02/02/2016
212530	2200072389	01/28/2016	USD	349.60	LOCKMASTERS USA INC BARBARA CITY FL	02/02/2016
212531	2200072386	01/28/2016	USD	1,190.30	MCMASTER-CARR SUPPLY CO CHICAGO IL	02/02/2016
212532	2200072434	01/28/2016	USD	716.05	MILNER, ELMER J. BIARK JAY CA	02/02/2016
212533	2200072375	01/28/2016	USD	553.34	MINE SAFETY APPLIANCES CO PITTSBURGH PA	02/01/2016
212534	2200072403	01/28/2016	USD	2,722.00	NATIONAL CINEMEDIA, LLC DENVER CO	02/02/2016
212535	2200072398	01/28/2016	USD	595.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	02/02/2016
212536	2200072402	01/28/2016	USD	636.50	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	02/02/2016
212537	2200072377	01/28/2016	USD	499.72	PETTY CASH EXPENDITURES CHINO CA	02/03/2016
212538	2200072419	01/28/2016	USD	3,510.10	POSITIVE PROMOTIONS INC HAUPPAUGE NY	02/02/2016
212539	2200072428	01/28/2016	USD	70.00	REED, RANDALL J CHINO HILLS CA	02/02/2016
212540	2200072380	01/28/2016	USD	14,422.42	SAN BERNARDINO COUNTY SAN BERNARDINO CA	02/01/2016
212541	2200072421	01/28/2016	USD	102,744.98	SO CALIF EDISON ROSEMEAD CA	02/01/2016
212542	2200072432	01/28/2016	USD	21.74	SOBELER, PETER CHINO HILLS CA	02/05/2016
212543	2200072387	01/28/2016	USD	440.00	STATE WATER RESOURCES CNTRL BRACEMANTO CA	02/01/2016
212544	2200072388	01/28/2016	USD	50.00	THREE VALLEYS PWD CLEARMENT CA	02/02/2016
212545	2200072391	01/28/2016	USD	624.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	02/02/2016
212546	2200072442	01/28/2016	USD	1,543.00	WEST CONSULTING INC WAREVILLE IL	02/02/2016
212547	2200072393	01/28/2016	USD	58,638.57	W A BASIC CONSTRUCTION CO INC LONG BEACH CA	02/02/2016
212548	2200072429	01/28/2016	USD	247.35	WIEGENBACH, JEFF CHINO HILLS CA	02/02/2016

Bank  
 Bank Key  
 Acct number

Check

Check Register

Total of all entries

Check number from to	Payment	Post date	Currency	Amount paid (FC)	Recipient / void reason code	Encs./void
* Payment method Check			USD	2,420,561.75		



Check Register

Inland Empire Util. Agency  
 Chino, CA  
 Company code 1000

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key	122234149					
Acct number	CHECK	231167641				
<b>Separate Check</b>						
Check number from to	Payment	sent date	Crcy	Amount paid (amt)	recipient/void reason code	Base /void
212549	2200072382	01/28/2016	USD	187.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	02/09/2016
* Payment method Separate Check				187.00		

Check Register

Total of all entries

Check number from to	Payment	Emot date	Crcy	Amount paid (FC)	Recipient/void reason code	Amca /void
			USD	2,420,748.75		
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Bank CBB  
 Bank Key 122234149  
 Acct number WCOMP  
 CITIZENS BUSINESS BANK  
 231159290  
 ONTARIO CA 917610000

Checks created manually

Check number from to	Payment	Post date	Crcy	Amount paid (FC)	Receipt/Void Reason code	Bank / Void
04401	2200072228	01/06/2016	USD	133.35	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04402	2200072229	01/06/2016	USD	128.91	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04403	2200072230	01/06/2016	USD	128.91	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04404	2200072231	01/06/2016	USD	122.30	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04405	2200072232	01/06/2016	USD	127.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04406	2200072233	01/06/2016	USD	122.41	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/07/2016
04407	2200072234	01/06/2016	USD	55.20	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/14/2016
04408	2200072235	01/06/2016	USD	585.08	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/14/2016
04409	2200072236	01/06/2016	USD	122.30	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/14/2016
04410	2200072237	01/13/2016	USD	122.73	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/13/2016
04411	2200072238	01/13/2016	USD	127.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/13/2016
04412	2200072239	01/13/2016	USD	122.36	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/13/2016
04413	2200072240	01/13/2016	USD	64.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/13/2016
04414	2200072241	01/13/2016	USD	94.40	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/13/2016
04415	2200072242	01/13/2016	USD	1,221.75	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04416	2200072243	01/13/2016	USD	244.20	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04417	2200072244	01/13/2016	USD	90.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04418	2200072245	01/13/2016	USD	395.40	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04419	2200072246	01/13/2016	USD	112.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04420	2200072247	01/13/2016	USD	132.93	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04421	2200072248	01/13/2016	USD	556.82	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04422	2200072249	01/13/2016	USD	377.62	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04423	2200072250	01/13/2016	USD	65.88	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04424	2200072251	01/13/2016	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/19/2016
04425	2200072252	01/20/2016	USD	128.91	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/20/2016
04426	2200072253	01/20/2016	USD	127.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/21/2016
04427	2200072447	01/27/2016	USD	133.35	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/27/2016
04428	2200072448	01/27/2016	USD	127.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	01/27/2016

\* Payment method Checks created manually 5,790.52 USD

Check Register

Total of all entries

Check number from to	Payment	Print date	Ccy	Amount paid (FC)	Recipient/void reason code	Back /void
			USD	5,790.52		
**						

Check Payee / Description Amount

Wire	BANK OF AMERICA NT&SA			
	P/R 1 DIR 1/8/16 EFT Direct Deposit	010816	DIR	1,454.81
	P/R 1 1/8/16 EFT Direct Deposit	010816		727,553.35
				-----
	BANK OF AMERICA NT&SA		\$	729,008.16
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R DIR 001 1/8 Taxes	HR	0039700	348.73
	P/R 1 1/8 Taxes	HR	0039600	10,605.91
	P/R 1 1/8 Taxes	HR	0039600	59,587.36
				-----
	EMPLOYMENT DEVELOPMENT DEPARTMS			70,542.00
Wire	INTERNAL REVENUE SERVICE			
	P/R DIR 001 1/8 Taxes	HR	0039700	2,053.32
	P/R 1 1/8 Taxes	HR	0039600	332,152.35
				-----
	INTERNAL REVENUE SERVICE		\$	334,205.67
Wire	BANK OF AMERICA NT&SA			
	P/R 2 1/22/16 EFT Direct Deposit	012216		668,928.19
				-----
	BANK OF AMERICA NT&SA		\$	668,928.19
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 2 1/22 Taxes	HR	0040100	55,225.81
	P/R 2 1/22 Taxes	HR	0040100	9,851.75
				-----
	EMPLOYMENT DEVELOPMENT DEPARTMS		\$	65,077.56
Wire	INTERNAL REVENUE SERVICE			
	P/R 2 1/22 Taxes	HR	0040100	318,470.75
				-----
	INTERNAL REVENUE SERVICE		\$	318,470.75
ACH	ICMA RETIREMENT TRUST 457			
	P/R 1 1/8 Deferred Comp Ded	HR	0039600	14,211.58
				-----
	ICMA RETIREMENT TRUST 457		\$	14,211.58
ACH	LINCOLN NATIONAL LIFE INS CO			
	P/R 1 1/8 Deferred Comp Ded	HR	0039600	24,551.24
				-----
	LINCOLN NATIONAL LIFE INS CO		\$	24,551.24
ACH	ICMA RETIREMENT TRUST 401			
	P/R 1 1/8 Exec Deferred Comp	HR	0039600	11,579.85
				-----
	ICMA RETIREMENT TRUST 401		\$	11,579.85
ACH	AQUA BEN CORPORATION			
	RP1-13,800 Lbs Polymer 750A	34002		18,343.84
	DAFT-6,900 Lbs Polymer 748E	34001		7,489.26
				-----
	AQUA BEN CORPORATION		\$	25,833.10
ACH	HASCO OIL COMPANY, INC.			
	RP5-1 Keg Mobilux EP-2	0197773-IN		799.89

Check	Payee / Description		Amount
	HASCO OIL COMPANY, INC.	\$	799.89
ACH	LASER LINE FcityMgt-Service Sharp FO DC 500	28399	109.95
	LASER LINE	\$	109.95
ACH	NAPA GENUINE PARTS COMPANY Gloves	732910	25.37
	Purple Power,Gauge	732909	378.15
	NAPA GENUINE PARTS COMPANY	\$	403.52
ACH	SANTA ANA WATERSHED November 2015 Truck Discharge	8756	879.41
	SANTA ANA WATERSHED	\$	879.41
ACH	CHINO BASIN DESALTER AUTHORITY CDA-Wellfield Development-Wells 1,2,3-In 211		56,782.25
	CDA-Wellfield Development-Wells 1,2,3-In 210		21,581.66
	CHINO BASIN DESALTER AUTHORITY\$		78,363.91
ACH	GK & ASSOCIATES INC 46-1141-11/15 Prof Svcs	15-270	12,160.00
	46-1141-11/15 Prof Svcs	15-268	19,320.00
	46-1141-11/15 Prof Svcs	15-267	9,840.00
	46-1141-11/15 Prof Svcs	15-266	25,559.00
	46-1141-11/15 Prof Svcs	15-265	23,912.00
	GK & ASSOCIATES INC	\$	90,791.00
ACH	SHELL ENERGY NORTH AMERICA LP 11/15 Gas Commodity-Non Core	2721166	15,541.02
	11/15 Gas Cmmnty-Core,9/15 Adj	1100002880311	7,848.18
	SHELL ENERGY NORTH AMERICA LP \$		23,389.20
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 1 1/8 Employee Ded	HR 0039600	405.00
	IEUA SUPERVISORS UNION ASSOCIAS		405.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 1 1/8 Employee Ded	HR 0039600	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIAS		1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 1 1/8 Employee Ded	HR 0039600	420.00
	IEUA PROFESSIONAL EMPLOYEES ASS		420.00
ACH	DISCOVERY BENEFITS INC P/R 1 1/8 Cafeteria Plan	HR 0039600	2,957.58
	DISCOVERY BENEFITS INC	\$	2,957.58

Check	Payee / Description	Amount
ACH	AQUA BEN CORPORATION RP1-18,400 Lbs Polymer 750A 34049 24,458.46 DAFT-2,300 Lbs Polymer 748E 34048 2,496.42 AQUA BEN CORPORATION \$ 26,954.88	
ACH	NAPA GENUINE PARTS COMPANY 3 Napa Gold Air Filters 177877 57.54 Napagold Air Filter 177503 57.54 NAPA GENUINE PARTS COMPANY \$ 115.08	
ACH	SANTA ANA WATERSHED November 2015 Service 8762 141,990.33 SANTA ANA WATERSHED \$ 141,990.33	
ACH	GK & ASSOCIATES INC 46-1141-11/15 Prof Svcs 15-269 11,072.00 GK & ASSOCIATES INC \$ 11,072.00	
ACH	SHELL ENERGY NORTH AMERICA LP RP1-11/1-11/30 2450 Phila St 8/1-8/31 Ad 2042 11/15 59,772.45 RP2/RP5-11/1-11/30 16400 El Prado Rd 8/1 2044 11/15 5,900.79 CCWRP-11/1-11/30 14950 Tlphn Ave 8/1-8/3 2046 11/15 25,960.13 SHELL ENERGY NORTH AMERICA LP \$ 91,633.37	
ACH	SOLAR STAR CALIFORNIA V LLC 11/15 Solar Energy IEUA0085 40,035.25 SOLAR STAR CALIFORNIA V LLC \$ 40,035.25	
ACH	RP1 FUEL CELL LLC RP1FuelCell-10/30-11/30 2450 Phila IEUA_15-11 93,071.25 RP1 FUEL CELL LLC \$ 93,071.25	
ACH	Inland Empire Reg. Composting 9701149886 32.95 Inland Empire Reg. Composting \$ 32.95	
ACH	ICMA RETIREMENT TRUST 457 P/R 2 1/22 Deferred Comp Ded HR 0040100 13,468.67 ICMA RETIREMENT TRUST 457 \$ 13,468.67	
ACH	LINCOLN NATIONAL LIFE INS CO P/R 2 1/22 Deferred Comp Ded HR 0040100 24,337.05 LINCOLN NATIONAL LIFE INS CO \$ 24,337.05	
ACH	ICMA RETIREMENT TRUST 401 P/R 2 1/22 HR 0040100 9,907.57 ICMA RETIREMENT TRUST 401 \$ 9,907.57	

Check Payee / Description Amount

ACH	AQUA BEN CORPORATION		
	DAFT-9,200 Lbs Polymer 748E	34065	9,985.68
	RP1-23,000 Lbs Polymer 750A	34066	30,573.07
			-----
	AQUA BEN CORPORATION	\$	40,558.75
ACH	CIHIGOYENETCHE GROSSBERG & CLO		
	11/15 RCA Legal	50407	625.00
	11/15 IEUA vs Martin	50408	350.00
	11/15 IEUA vs PM	50409	125.00
	11/15 IEUA vs SCE	50410	609.00
	11/15 IEUA vs Starlite Reclamation	50411	42.00
	11/15 Watermaster	50412	11,088.00
	11/15 General Legal	50406	11,658.00
			-----
	CIHIGOYENETCHE GROSSBERG & CLOS		24,497.00
ACH	AGRICULTURAL RESOURCES		
	2/16 Wtr Quality Consult	2/16 WTR QLTY	6,000.00
			-----
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	CHINO BASIN DESALTER AUTHORITY		
	7/14-6/15-MWD Rebate Pass Through	221	667,225.60
			-----
	CHINO BASIN DESALTER AUTHORITYS		667,225.60
ACH	CHINO BASIN DESALTER AUTHORITY		
	CDA-Pilot Testing-Biological Trmnt Prcss 190		38,910.17
			-----
	CHINO BASIN DESALTER AUTHORITYS		38,910.17
ACH	INLAND EMPIRE REGIONAL		
	12/15 Biosolids	90017429	295,860.06
			-----
	INLAND EMPIRE REGIONAL	\$	295,860.06
ACH	KAMBRIAN CORPORATION		
	ISS-SQL2014 ServerSoftware-Archive Upgra 9225		4,841.84
			-----
	KAMBRIAN CORPORATION	\$	4,841.84
ACH	RPI FUEL CELL LLC		
	RP1FuelCell-11/30-1/1 2450 Phila	IEUA_15-12	43,721.75
			-----
	RPI FUEL CELL LLC	\$	43,721.75
ACH	IEUA SUPERVISORS UNION ASSOCIA		
	P/R 2 1/22 Employee Ded	HR 0040100	405.00
			-----
	IEUA SUPERVISORS UNION ASSOCIAS		405.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA		
	P/R 2 1/22 Employee Ded	HR 0040100	1,069.10
			-----
	IEUA GENERAL EMPLOYEES ASSOCIAS		1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS		



Check	Payee / Description	Amount
	P/R 2 1/22 Employee Ded	420.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	420.00
ACH	DISCOVERY BENEFITS INC P/R 2 1/22 Cafeteria Plan	2,957.57
	DISCOVERY BENEFITS INC \$	2,957.57
ACH	DISCOVERY BENEFITS INC P/R 25 & P/R 26 Admin Fees	156.75
	DISCOVERY BENEFITS INC \$	156.75
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	469.46
	ESTRADA, JIMMIE J \$	469.46
ACH	LICHTI, ALICE Reim Monthly Health Prem	172.23
	LICHTI, ALICE \$	172.23
ACH	MORASSE, EDNA Reim Monthly Health Prem	172.23
	MORASSE, EDNA \$	172.23
ACH	NOWAK, THEO T Reim Monthly Health Prem	469.46
	NOWAK, THEO T \$	469.46
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	172.23
	SONNENBURG, ILSE \$	172.23
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	172.23
	DYKSTRA, BETTY \$	172.23
ACH	TORRES, ROBERT G Reim Monthly Health Prem	469.46
	TORRES, ROBERT G \$	469.46
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	172.23
	MUELLER, CAROLYN \$	172.23
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	172.23
	GRIFFIN, GEORGE \$	172.23

Check	Payee / Description		Amount
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
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

Check	Payee / Description	Amount
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
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 470.32
	HOWARD, ROBERT JAMES	\$ 470.32
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

Check	Payee / Description	Amount
	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
	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

Check	Payee / Description	Amount
	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 658.38
	VER STEEG, ALLEN J	\$ 658.38
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
	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	

Check	Payee / Description	Amount
	Reim Monthly 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 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



Check	Payee / Description	Amount
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
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 706.98
	POLACEK, KEVIN	\$ 706.98
ACH	ELROD, SONDRAL Reim Monthly Health Prem	HEALTH PREM 283.25
	ELROD, SONDRAL	\$ 283.25
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

Check	Payee / Description	Amount
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 146.92
	DEZHAM, PARIVASH	\$ 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 128.00
	HOOSHMAND, RAY	\$ 128.00
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
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



Check	Payee / Description	Amount
	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 283.25
	MERRILL, DIANE	\$ 283.25
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	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 125.00
	YEBOAH, ERNEST	\$ 125.00
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E	34021 4,992.84
	RP2-18,400 Lbs Polymer 748E	34072 19,971.36
	RPI-13,800 Lbs Polymer 750A	34022 18,343.84
	AQUA BEN CORPORATION	\$ 43,308.04
ACH	HASCO OIL COMPANY, INC. RP5-Mobil SHC 626	0198077-IN 3,673.54
	HASCO OIL COMPANY, INC.	\$ 3,673.54
ACH	SANTA ANA WATERSHED December 2015 Truck Discharge	8768 244.50
	SANTA ANA WATERSHED	\$ 244.50

Check	Payee / Description	Amount
ACH	STANDARD & POOR'S 08B Bnds- Analytical Svcs-LOC Sub-Sumito 11301273	7,500.00
	STANDARD & POOR'S \$	7,500.00
ACH	DANRAE, INC EN15052-12/2015 Professional Services 141115	525.00
	EN13016-12/2015 Professional Services 141116-R	1,137.50
	EN13018-12/2015 Professional Services 141117-R	1,050.00
	DANRAE, INC \$	2,712.50
ACH	DANRAE, INC EN15032-12/2015 Professional Services 141118	612.50
	DANRAE, INC \$	612.50
ACH	OMNIEARTH INC WR15022-10/1-11/11 Prof Svcs 2542	32,041.75
	OMNIEARTH INC \$	32,041.75
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 26 12/24 PERS HR 0039500	240,492.05
	PUBLIC EMPLOYEES RETIREMENT SY\$	240,492.05
Wire	STATE BOARD OF EQUALIZATION 12/15 Sales Tax Deposit 23784561 12/1	9,065.00
	STATE BOARD OF EQUALIZATION \$	9,065.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 1 1/8 Deferred Comp Ded HR 0039600	13,370.00
	PUBLIC EMPLOYEE'S RETIREMENT S\$	13,370.00
Wire	STATE DISBURSEMENT UNIT P/R 1 1/8 HR 0039600	1,135.25
	STATE DISBURSEMENT UNIT \$	1,135.25
Wire	PUBLIC EMPLOYEES' RETIREMENT S 1/16 Health Ins-Retirees, Board, Employees 1918 1/16	224,705.34
	PUBLIC EMPLOYEES' RETIREMENT S\$	224,705.34
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 2 1/22 Deferred Comp Ded HR 0040100	13,281.57
	PUBLIC EMPLOYEE'S RETIREMENT S\$	13,281.57
Wire	STATE DISBURSEMENT UNIT P/R 2 1/22 HR 0040100	1,135.25
	STATE DISBURSEMENT UNIT \$	1,135.25
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 2 1/22 PERS HR 0040100	243,614.16

Check	Payee / Description	Amount
	PUBLIC EMPLOYEES RETIREMENT SY\$	243,614.16
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 1 1/8 PERS	290,803.99
	HR 0039600	290,803.99
	PUBLIC EMPLOYEES RETIREMENT SY\$	290,803.99
Wire	METROPOLITAN WATER DISTRICT November 2015 Water Purchase	1,121,153.80
	8530	1,121,153.80
	METROPOLITAN WATER DISTRICT \$	1,121,153.80
Wire	UNION BANK OF CALIFORNIA 08B 10/1/15-1/15/16 LOC Fees	58,698.17
	S322655M 1/16	58,698.17
	UNION BANK OF CALIFORNIA \$	58,698.17
Wire	SUMITOMO MITSUI BANKING CORP 08B LOC COI Legal Fees	1,952.13
	LG/MIS/NY-091	1,952.13
	SUMITOMO MITSUI BANKING CORP \$	1,952.13

Grand Total Payment Amount: \$ 6,378,478.89

# INLAND EMPIRE UTILITIES AGENCY

**PAYROLL FOR JANUARY 8, 2016**

**PRESENTED AT BOARD MEETING ON MARCH 16, 2016**

GROSS PAYROLL COSTS			\$1,298,938.68
DEDUCTIONS			(\$571,385.33)
NET PAYROLL			<u>\$727,553.35</u>
<b>NET PAYROLL BREAKDOWN</b>	<b>CHECKS</b>	<b>EFT</b>	<b>TOTAL</b>
CHECKS USED	-	330	330
TRANSACTION PROCESSED	0	330	330
AMOUNT	\$0.00	\$727,553.35	<u>\$727,553.35</u>

# INLAND EMPIRE UTILITIES AGENCY

## RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR JANUARY 8, 2016  
PRESENTED AT BOARD MEETING ON MARCH 16, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,178.39	\$748.51
TERRY L. CATLIN	\$2,965.25	\$872.27
STEVEN J. ELIE	\$3,190.25	\$607.65
JASMIN HALL	\$2,394.86	\$1,454.81
GENE T. KOOPMAN	\$1,752.99	\$415.39
<b>TOTALS</b>	<b>\$13,481.74</b>	<b>\$4,098.63</b>

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105645
ENDING CHECK NO.	105648
TOTAL CHECKS PROCESSED	4

**IEUA DIRECTOR PAYSHEET**

**MICHAEL CAMACHO**

**EMPLOYEE NO. 1140**

**ACCOUNT NO. 10200 110100 100000 501010**

**DECEMBER 2015**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
12-02-15	IEUA Board Workshop	Cancelled	\$-0-
12-01-15	ACWA Fall Conference	Yes	\$225.00
12-02-15	ACWA Fall Conference	Yes	\$225.00
12-09-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
12-09-15	Engineering & Operations Committee	Yes (same day)	\$-0-
12-16-15	IEUA Board Meeting	Yes	\$225.00
12-16-15	IEUA Holiday Luncheon & STAR Awards	Yes (same day)	\$-0-
12-18-15	Breakfast mtg. w/J. Hanula from MWH	Yes	\$225.00
12-22-15	West Valley Telecon Mtg. W/ Director Elie, GM Grindstaff & C. Berch	Yes (staff)	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,125.00 ✓
<b>Total No. of Meetings Attended</b>			8
<b>Total No. of Meetings Paid</b>			5 ✓

**DIRECTOR SIGNATURE**

*Michael Camacho*  
 \_\_\_\_\_  
 Michael 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**

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-01-15	OP & T Committee Telecon update	No	\$-0-
12-07-15	MWD Standing Committee Meetings	Yes	\$225.00
12-08-15	MWD Standing Committee and Board Meetings	Yes	\$225.00
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83)			<b>\$450.00</b>
<b>Total No. of Meetings Attended</b>			<b>2</b>
<b>Total No. of Meetings Paid</b>			<b>2</b>

**DIRECTOR SIGNATURE** 

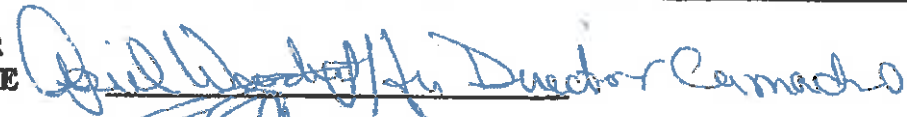
**Approved by:** \_\_\_\_\_  
**Terry Catlin**  
**President, Board of Directors**

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

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

**DECEMBER 2015**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
12-03-15	Regional Policy Committee Mtg.	Cancelled	\$-0-
<b>TOTAL REIMBURSEMENT</b>			<b>\$-0-</b>
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			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR SIGNATURE** 

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



**IEUA DIRECTOR PAYSHEET**

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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-02-15	IEUA Board Workshop	Cancelled	\$-0-
12-01-15	ACWA Fall Conference	Yes (Decline Pmt)	\$-0-
12-02-15	ACWA Fall Conference	Yes (Decline Pmt)	\$-0-
12-03-15	ACWA Fall Conference	Yes (Decline Pmt)	\$-0-
12-03-15	BIA 2015 Holiday Charity Gala to accept IEUA Award	Yes	\$225.00
12-09-15	Audit Committee	Yes	\$225.00
12-09-15	Engineering & Operations Committee	Yes (same day)	\$-0-
12-16-15	Board Meeting	Yes	\$225.00
12-16-15	IEUA Holiday Luncheon and STAR Awards	Yes (same day)	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83)			\$675.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			3

**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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-01-15	SAWPA Commission Workshop	Cancelled	\$-0-
12-15-15	SAWPA Commission Meeting	Yes	\$225.00
<b>TOTAL REIMBURSEMENT</b> Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015))			\$225.00 ✓
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR  
SIGNATURE \_\_\_\_\_

Approved by: \_\_\_\_\_

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

\*SAWPA will pay \$188.40 (2015) per meeting directly to the Agency.

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

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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-10-15	CDA Board Meeting	Yes	\$225.00
<b>TOTAL REIMBURSEMENT</b>			\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			\$225.00

DIRECTOR SIGNATURE \_\_\_\_\_

Approved by: \_\_\_\_\_  
fo- Steven J. Elie  
Secretary/Treasurer, Board of Directors

\*Chino Desalter Authority will pay \$150.00 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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-07-15	Regional Policy Committee Mtg.	Cancelled	\$-0-

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

**DIRECTOR  
SIGNATURE**



**Approved by:**



Steven J. Elie  
Secretary/Treasurer, Board of Directors

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

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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-24-15	CBWM Advisory Cmte. Meeting	Cancelled	\$-0-
12-24-15	CBWM Board Meeting	Cancelled	\$-0-
<b>TOTAL REIMBURSEMENT</b>			\$-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: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Signature]*  
Steven J. Elie  
Secretary/Treasurer, Board of Directors

**IEUA DIRECTOR PAYSHEET**

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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
12-02-15	IEUA Board Workshop	Cancelled	\$-0-
12-01-15	ACWA Fall Conference	Yes	\$225.00
12-02-15	ACWA Fall Conference	Yes	\$225.00
12-03-15	ACWA Fall Conference	Yes	\$225.00
12-09-15	Audit Committee (alternate)	Yes	\$225.00
12-09-15	Public, Legislative Affairs and Water Resources Committee	Yes (same day)	\$-0-
12-09-15	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
12-16-15	IEUA Board Meeting	Yes	\$225.00
12-16-15	IEUA Holiday Luncheon & STAR Awards	Yes (same day)	\$-0-
12-18-15	Vila Borba Dog Park Grand Opening in Chino Hills	Yes	\$225.00
12-22-15	West Valley Telecon Mtg. W/ Director Elie, GM Grindstaff & C. Berch	Yes (staff)	\$-0-
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00
Total No. of Meetings Attended			10
Total No. of Meetings Paid			6

DIRECTOR SIGNATURE 

Approved By:   
 Terry Catlin  
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA  
ON WATERMASTER BOARD**

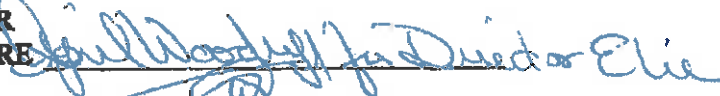
**STEVEN J. ELIE  
EMPLOYEE NO. 1175  
ACCOUNT NO. 10200 110100 100000 501010**

**DECEMBER 2015**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
12-24-15	CBWM Board Meeting	Cancelled	\$-0-

<b>TOTAL REIMBURSEMENT</b> 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	<b>\$-0-</b>
<b>Total No. of Watermaster Meetings Attended</b>	<b>0</b>
<b>Total No. of Watermaster Meetings Paid</b>	<b>0</b>

\*Decline IEUA portion

**DIRECTOR SIGNATURE** 

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

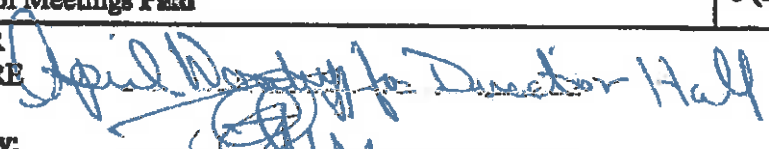
**IEUA DIRECTOR PAYSHEET**

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

**DECEMBER 2015**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
11-16-15	<i>Association of Special Districts Dinner Meeting (omitted from November paysheet)</i>	Yes	\$225.00
12-02-15	IEUA Board Workshop	Cancelled	\$-0-
12-01-15	ACWA Fall Conference	Yes	\$225.00
12-02-15	ACWA Fall Conference	Yes	\$225.00
12-03-15	ACWA Fall Conference	Yes	\$225.00
12-09-15	Audit Committee	No	\$-0-
12-14-15	Association of Special District Dinner Meeting	Yes	\$225.00
12-15-15	Meeting with GM Grindstaff to discuss Agency business	Yes (staff)	\$-0-
12-15-15	AABE Year-end telecom mtg.	Yes	\$225.00
12-16-15	IEUA Board Meeting	Yes	\$225.00
12-16-15	IEUA Holiday Luncheon & STAR Award Presentation	Yes (same day)	\$-0-
12-18-15	Supervisor Curt Hagman Open House	Yes	\$225.00
<b>TOTAL REIMBURSEMENT</b> (Up to 10 days of service per month per Ordinance No. 83)			\$1,800.00
Total No. of Meetings Attended			10 (1 mtg. fr. Nov.)
Total No. of Meetings Paid			8 (1 mtg. fr. Nov.)

DIRECTOR SIGNATURE



Approved by:

Terry Catlin, President, Board of Directors

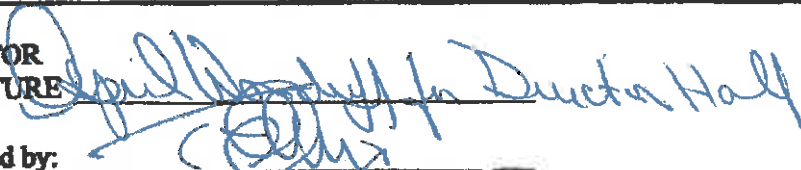


**DIRECTOR PAYSHEET FOR IEUA  
ON SAWPA COMMISSION (ALTERNATE)**

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

**DECEMBER 2015**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
12-01-15	SAWPA Commission Workshop	Cancelled	\$-0-
12-15-15	SAWPA Commission Meeting	Yes	\$0.00
<b>TOTAL REIMBURSEMENT</b>			<b>\$36.60</b>
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			1
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**

**DECEMBER 2015**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
12-10-15	CDA Board Meeting	No	\$-0-
<b>TOTAL REIMBURSEMENT</b>			<b>\$-0-</b>
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**

*April Woodruff for Director Hall*

**Approved by:**

*Terry Catlin*

**Terry Catlin  
President, Board of Directors**



# INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR JANUARY 22, 2016

PRESENTED AT BOARD MEETING ON MARCH 16, 2016


GROSS PAYROLL COSTS			\$1,212,861.56
DEDUCTIONS			(\$543,933.37)
NET PAYROLL			<u>\$668,928.19</u>
<b>NET PAYROLL BREAKDOWN</b>	<b>CHECKS</b>	<b>EFT</b>	<b>TOTAL</b>
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$668,928.19	<u>\$668,928.19</u>


**ACTION  
ITEM  
2A**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (3/9/16)

From: P. Joseph Grindstaff   
General Manager

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

 Warren Green  
Manager of Contracts and Facility Services

Subject: Adoption of Resolutions for Design-Build Projects and Conflict of Interest Policy

---

### **RECOMMENDATION**

It is recommended that the Board of Directors adopt, pursuant to California Senate Bill 785:

1. Resolution No. 2016-3-4, approving use of the design-build method for project delivery; and
2. Resolution No. 2016-3-5, approving a Conflict of Interest Policy for design-build projects.

### **BACKGROUND**

With the enactment of Senate Bill 785, the State of California has taken a major step forward in authorizing state and local agencies to use design-build method for project delivery. Although many California agencies have the ability to use design-build without the need for specific enabling legislation, other agencies require specific design-build legislation to utilize design-build effectively; either because they are precluded by law from using a best value selection process for design-build, or do not have the ability to bundle design and construction into a single contract.

Senate Bill 785 revises and recasts those statutes to allow additional agencies, including special districts, to utilize design-build for their public works contracts in excess of \$1 million based a low bid or best value. The bill provides several definitions that supports the Agency's participation in the design-build process including but not limited to:

## Adoption of Resolutions for Design-Build Projects and Conflict of Interest Policy

March 16, 2016

Page 2 of 3

- “Design-build” to mean a project delivery process in which both the design and construction of a project are procured from a single entity.
- “Local Agency” to mean a special district that operates wastewater facilities, solid waste management facilities, water recycling facilities, or fire protection facilities.
- “Best value” to mean the value determined by evaluation of objective criteria that may include, but not limited to, price, features, functions, life cycle costs, experience and past performance. A best value determination may involve the selection of the lowest cost proposal meeting the interests of the local agency and meeting the objectives of the project, selection of the best proposal for a stipulated sum established by the procuring agency, or a tradeoff between price and other specified factors.

If the design-build resolution is adopted by the Board, the Agency will utilize design-build for projects in accordance with the statutory requirements and procedures established by the Agency, such as, pre-qualification of potential bidders with specified elements.

Additionally, the Agency must have in place an adopted Conflict of Interest Policy (Policy) and resolution for design-build projects, in accordance with Public Contract Code 22162, the purpose of the Policy is to clarify the Agency’s organization conflict of interest guidelines applicable to design-build projects procured pursuant to Public Contract Code 22160, et seq.

Contractors and consultants participating as proposers on design-build projects or joining a design-build team may not have organizational conflicts of interest. Organizational conflicts or interests are identified as existing or past activities, business or financial interests, familial relationships, contractual relationships, etc., that result in impairment or potential impairment to render impartial assistance or advice to the Agency; offer an unfair competitive advantage for any bidder or proposer; or have the perception or appearance of impropriety with respect to the Agency’s procurements or contracts, or unfair competitive advantage.

The Policy identifies specific obligations for the proposer to make immediate and full written disclosure to the Agency. In addition, they must identify, or propose measures to avoid, neutralize or mitigate all potential conflicts. The Agency, at its sole discretion, shall determine if the proposed measures are sufficient to overcome the conflict or potential conflict. This requirement and process applies whenever a conflict is initially identified and continues as an obligation after the contract award. If a conflict of interest is discovered after the contract award is made, the contractor is obligated to immediately notify the Agency in writing. The Agency reserves the right to terminate the contract. This policy will be incorporated by reference into all design-build contracts executed by the Agency.

The implementation of the design-build process is consistent with the Agency’s Business Goal of On-Time Construction under the Wastewater Management section by ensuring that capital projects are designed and implemented in a timely and economically responsible manner.

**PRIOR BOARD ACTION**

None.

**IMPACT ON BUDGET**

None.



# Senate Bill 785 Design-Build Process Changes



***Inland Empire Utilities Agency***  
**A MUNICIPAL WATER DISTRICT**

Warren T. Green

IEUA Board of Directors Meeting  
March 2016

# SB 785 Revisions to Design-Build Process

- Allows state and local agencies to utilize the “design-build” process for infrastructure projects.
- Applies to Public Works contracts valued in excess of \$1,000,000.
- Agency may prepare a list of qualified or short-listed entities based on specific criteria.
- Allows the Agency to utilize either a “**Low Bid**” or “**Best Value**” evaluation process.
  - **Low Bid Process:** Requires competitive bids utilizing lump sum bids by prequalified design-build entities. Awards must be made to the lowest responsible bidder.
  - **Best Value Process:** A value determined by evaluation of objective criteria that may include but not limited to, price, features, functions, life-cycle costs, experience, past performance. Identified criteria must be utilized and the awarding agency reserves the right to request revisions, negotiate in good faith with responsive bidders.

# Conflict of Interest Policy-Design Build

- Policy and Resolution required pursuant to Public Contract Code 22160 and 22162.
- Declares and clarifies the Agency's organization conflict of interest guidelines for design-build projects.
  - Pre-Proposal
    - All participating contractors must not have organizational conflict of interest.
    - If conflict or potential conflict exists, participant must disclose to the Agency in writing for determination.
  - Post-Award
    - If conflict of interest is discovered, immediate disclosure to Agency is required.
    - Agency reserves the right to terminate the contract.

# Recommendations

- It is recommended that the Board of Directors adopt;
  - Resolution No. 2016-3-4, Use of California Bill 785, Wolk Design-Build, and;
  - Resolution No. 2016-3-5, Approving Organization Conflict of Interest Policy for Design-Build Projects.

The Senate Bill 785 Design-Build and Conflict of Interest policy-Design-Build is consistent with the **Agency's Business Goal of Wastewater Management** by ensuring that capital projects are designed and implemented in a timely and economically responsible manner

**RESOLUTION NO. 2016-3-4**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
INLAND EMPIRE UTILITIES AGENCY\*, SAN  
BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING  
ITS INTENTION TO INITIATE THE USE OF CALIFORNIA  
SENATE BILL 785, WOLK DESIGN-BUILD (“SB785”)**

**WHEREAS**, the Inland Empire Utilities Agency (the "Agency") desires to finance the costs of constructing and/or reconstructing certain public facilities and improvements relating to its water and wastewater system, including certain treatment facilities, pipelines and other infrastructure (the "Projects"); and

**WHEREAS**, the Agency intends to finance the construction and/or reconstruction of the Projects or portions of the Projects with monies budgeted (Project Funds) toward the Agency’s Ten-Year Capital Improvement Plan (TYCIP); and

**WHEREAS**, the Legislature finds and declares that the design-build method of project delivery, using a “best value” procurement methodology, has been authorized for various agencies that have reported benefits from such projects including reduced project costs, expedited project completion and design features that are not achievable through the traditional design-bid-build method; and

**WHEREAS**, the new statute consolidates and amends existing laws allowing state and local agencies to use design-build, amending prior legislation, allowing infrastructure to be built using the more efficient design-build project delivery method for Projects valued over \$1,000,000.00; and

**WHEREAS**, the Agency promotes the assurance that Agency systems will be master planned, managed and constructed to ensure that when expansion and improvement planning is triggered, designs/construction can be completed to meet regulatory/growth needs in an expeditious, environmentally responsible and cost effective manner; and

**WHEREAS**, the Agency promotes that it will ensure that all capital projects are designed and implemented in a timely and economically responsible manner;

**NOW, THEREFORE**, the Board of Directors of the Inland Empire Utilities Agency\* does hereby **RESOLVE, ORDER AND DETERMINE AS FOLLOWS**:

**SECTION 1.** “Best Value” construction means a value determined by evaluation of objective criteria that may include, but not limited, to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve the selection of the lowest cost proposal meeting the interests of the department and meeting the objectives of the project, selection of the best proposal for a stipulated sum established by the procuring agency, or a tradeoff between price and other specified factors.

**SECTION 2.** The Agency hereby establishes its intention to utilize California Senate Bill SB 785, Wolk Design-build (“SB785”) in concert with Public Contract Code 22162 (a) for

the overall fiscal benefit of the Agency in achieving the TYCIP and other capital improvement projects.

**SECTION 3.** This resolution shall be utilized in order to streamline contractor selections for Agency Projects within the TYCIP as well as other capital improvement projects.

**SECTION 4.** This resolution is being adopted no later than 60 days after the date on which the Agency will expend monies for the construction portions of numerous project costs to be reimbursed with Project Funds.

**SECTION 5.** Each Agency expenditure will be of a type properly chargeable to a capital account under general GAAP principles.

**SECTION 6.** To the best of our knowledge, this Agency is not aware of previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of utilizing SB785.

**SECTION 7.** This Resolution is adopted as official intent of the Agency in order to comply with all portions of the California Public Contract Code.

**SECTION 8.** All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

**ADOPTED** this 16<sup>th</sup> day of March, 2016.

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

ATTEST:

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





**RESOLUTION NUMBER 2016-3-5**

**RESOLUTION OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT, SAN BERNARDINO COUNTY, CALIFORNIA APPROVING THE ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR DESIGN-BUILD PROJECTS**

**WHEREAS**, Public Contract Code section 22160, et seq, establishes the statutory guidelines applicable to design-build contracts for Public Works; and

**WHEREAS**, Public Contract Code section 22162 requires that a public agency establish Organizational Conflict of Interest guidelines applicable to design-build projects; and

**WHEREAS**, the Inland Empire Utilities Agency (Agency) desires to construct Public Works projects through utilization of the Design-Build process;

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

**SECTION 1.** The Agency hereby adopts the organizational Conflict of Interest Policy for Design-Build Projects, which is attached to this Resolution as Exhibit "A";

**SECTION 2.** The Organizational Conflict of Interest Policy for Design-Build Projects shall become effective upon approval of this resolution.

**ADOPTED** this 16th day of March, 2016.

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

ATTEST:

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



STATE OF CALIFORNIA            )  
  )  
COUNTY OF SAN BERNARDINO )

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO  
HEREBY CERTIFY that the foregoing Resolution being No. 2016-3-5, was adopted at a regular  
meeting on March 16, 2016, of said Agency by the following vote:

AYES:

NOYES:


ABSTAIN:

ABSENT:

\_\_\_\_\_  
Steven J. Elie  
Secretary/Treasurer

(SEAL)

\*A Municipal Water District

<b>Doc Number: A-90</b> <b>Doc Name: Conflict of Interest for Design-Build Projects</b>		
<b>Revision No: 0</b> <b>Effective: 2/23/2016</b>	<b>Owner: CFS</b> <b>Page 1 of 5</b>	

**EXECUTIVE SUMMARY**


The Agency is committed to efficient and effective business practices and processes ensuring transparency with our efforts. It is the Policy of the Agency to provide equal opportunities to all potential contractors and consultants participating in a design-build project. The Agency requires full disclosure from any and all participants of a design-build project where a potential or actual conflict of interest is identified, and reserves the right to determine the outcome. This policy is put in place to establish procedures regarding the implementation and enforcement of the Agency's Conflict of Interest Policy for Design-Build projects.

This policy is in line with the Agency's Wastewater Management commitment of On-Time Construction ensuring that capital projects are designed and implemented in a timely and economically responsible manners.

**REVISION AND APPROVAL HISTORY**

<b>REVIEWER</b>	<b>REVISED SECTION / PARAGRAPH / PAGE</b>	<b>REVISION</b>	<b>REVIEW DATE</b>	<b>RELEASED DATE</b>	<b>APPROVED</b>
<u>[First Last Name]</u>	<u>Entire Policy</u>	<i>XX</i>	<i>MM/DD/YYYY</i>	<i>MM/DD/YYYY</i>	<u>[First Last Name]</u>
Stephanie Riley	Entire Policy	01			Christina Valencia

***Draft and Archived/Obsolete revisions are not to be used.  
Access AIM system to view current version.***

<b>Doc Number: A-90</b> <b>Doc Name: Conflict of Interest for Design-Build Projects</b>		
<b>Revision No: 0</b> <b>Effective: 2/23/2016</b>	<b>Owner: CFS</b>	

**1. POLICY**

The Agency is committed to ensuring that capital projects are designed and implemented in a timely and economically responsible manner; and in accordance with fair and transparent business practices.

**2. PURPOSE**


In accordance with Public Contract Code section 22162, the purpose of this policy is to clarify the Agency’s organizational conflict of interest guidelines applicable to design-build projects procured pursuant to Public Contract Code section 22160, et seq.

**3. SCOPE**

This policy applies to all Agency employees.

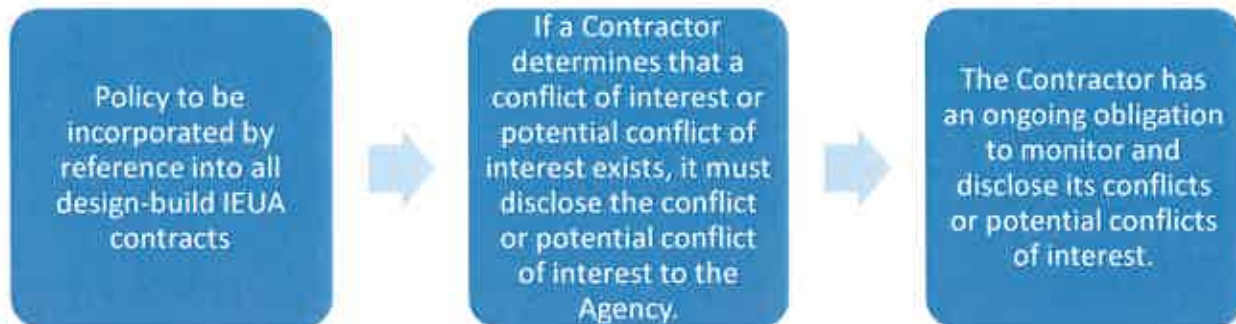
**4. DEFINITIONS**

- 4.1 Design-Build Projects – Projects that include a delivery process in which both the design and construction of a project are procured from a single entity.
- 4.2 Organizational Conflicts of Interest - are circumstances arising out of a consultant’s or contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, affiliates) that results in (i) impairment or potential impairment of a consultant’s or contractor’s ability to render impartial assistance or advice to the Agency or of its objectivity in performing work for the Agency, (ii) an unfair competitive advantage for any bidder or proposer with respect to an Agency procurement; or iii) a perception or appearance of impropriety with respect to any of the Agency’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Agency (regardless of whether any such perception is accurate).
- 4.3 Proposers - contractors and consultants participating as proposers on a design-build project or joining a design-build team.


<b>Doc Number: A-90</b> <b>Doc Name: Conflict of Interest for Design-Build Projects</b>		
<b>Revision No: 0</b> <b>Effective: 2/23/2016</b>	<b>Owner: CFS</b>	

## 5. PROCEDURES

### 5.1 Process Flow –



- 5.2 Contractors and consultants participating as proposers on a design-build project or joining a design-build team (“Proposers”) may not have organizational conflicts of interest.
- 5.3 Organizational conflicts of interest are circumstances arising out of a consultant’s or contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, affiliates) that results in:
- A. Impairment or potential impairment of a consultant’s or contractor’s ability to render impartial assistance or advice to the Agency or of its objectivity in performing work for the Agency;
  - B. An unfair competitive advantage for any bidder or proposer with respect to an Agency procurement; or
  - C. A perception or appearance of impropriety with respect to any of the Agency’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Agency (regardless of whether any such perception is accurate).
- 5.4 An organizational conflict of interest exists in the following instances:
- A. A Proposer is the Agency’s general engineering or architectural consultant to the design-build project, except that a sub-consultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build team project may participate as a proposer or join a design-build team if it terminates the agreement to provide work and provides no work for the Agency’s general engineering or architectural consultant on the design-build project.
  - B. A Proposer has assisted or is assisting the Agency in the management of the design-build project, including the preparation of the request for proposals, evaluation criteria, or any other aspect of the procurement.
  - C. A Proposer has conducted development and preparation of procurement documents including requests for qualifications, requests for proposals, invitations for bids,

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contract documents and technical specifications, but excluding development and preparation of preliminary design, reports or similar “low level” documents for incorporation by others into a procurement package.


- D. A Proposer performed design work on a previous contract that specifically excludes it from participating as a proposer or joining a design-build team for the design-build project.
- E. A Proposer is under contract with any other entity or stakeholder to perform oversight of the design-build project.
- F. A Proposer has obtained advice from, or discussed any aspect relating to the design-build project or procurement of the design-build project with, any person or entity with an organizational conflict of interest, including, but not limited to, the consultants of any entity that have provided technical support on the design-build project.
- G. Any circumstances that would violate California Government Code 1090, et seq.

#### 5.5 Proposers’ Obligations

- A. Proposers must immediately make an immediate and full written disclosure to the Director, Purchasing and Contracting and shall have a continuing obligation to do so until they are no longer Proposers.
- B. If a Proposer determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the Agency.
  1. Such disclosure will not necessarily disqualify a Proposer from being awarded a contract, however.
  2. The Proposer shall propose measures to avoid, neutralize, or mitigate all potential or actual conflicts.
  3. The Agency, at its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

#### 5.6 Contractors’ Obligations

- A. The successful Proposer to whom a contract is awarded (“Contractor”) has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest.
- B. The Agency has a right to ongoing enforcement of this Policy.
- C. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to the Agency that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts.
- D. If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, the Agency may terminate the contract.

<b>Doc Number: A-90</b>		
<b>Doc Name: Conflict of Interest for Design-Build Projects</b>		
<b>Revision No: 0</b>	<b>Owner: CFS</b>	<b>Page 5 of 5</b>
<b>Effective: 2/23/2016</b>		

- E. If a new conflict of interest arises after contract award, and Contractor’s proposed measures to avoid or mitigate the conflict are determined by the Agency to be inadequate to protect the Agency, the Agency may terminate the contract.
  - F. If the contract is terminated, the Agency assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Contractor and is entitled to pursue any available legal remedies.
- 5.7 This policy shall be incorporated by reference into all design-build contracts executed by the Agency.

**6. RESPONSIBILITIES**

- 6.1 Proposer: disclose any conflict or potential conflict of interest to the Agency.
- 6.2 Contractor: monitor and disclose its conflicts or potential conflicts of interest.
- 6.3 Manager of CFS: Responsible for enforcement and maintenance of the policy.

**7. REFERENCES**


- 7.1 Public Contract Code section 22162
- 7.2 Public Contract Code section 22160, et seq.
- 7.3 California Government Code 1090, et seq.


**ACTION  
ITEM  
2B**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal and Administration Committee (3/9/16)

From: P. Joseph Grindstaff  
General Manager 

Submitted by  Christina Valencia  
Chief Financial Officer/Assistant General Manager

 Warren T. Green  
Manager of Contracts and Facilities Services

Subject: Master Contract Awards for Fencing Services

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the contract award of four 5-year term Master Contracts for fencing services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - Ace Fence Company (Contract No. 4600002071)
  - Ferreira Construction Company, Inc. (Contract No. 4600002070)
  - Harris Steel Fence Company, Inc. (Contract No. 4600002069)
  - Moore Fence Company, Inc. (Contract No. 4600002066); and
2. Authorize the General Manager to execute the contracts.

### **BACKGROUND**

The Agency owns numerous facilities and process structures that require functional fencing (both for perimeter protection as well as aesthetic area designation within facilities). Maintaining the aesthetic and structural integrity of the Agency's fences is a key element of providing operational security and safeguarding buildings, communications, and equipment. On a routine basis, these fences require maintenance and repair services to preserve the integrity of the perimeters, the value of the investment, and the operational reliability of the facilities. Contracting with highly qualified fencing companies ensures that the contract terms and conditions (e.g., rates, insurance,



indemnification, DIR registration, etc.) are established and documented, which will expedite services when needed. Utilization of Master Fencing Contracts ensures we can address any damage from exposure to environmental elements or vandalism in a timely manner. On an as-needed basis, staff will solicit the Master Fencing contractors for specific jobs, conduct job walks, evaluate the proposals, and award Task Orders typically to the lowest bidder.

Staff issued a Request for Proposal (RFP-HD-16-003) offering a five-year contract to qualifying companies through Planet Bids, the Agency's on-line solicitation system. Additionally, staff ensured the solicitation was sent to small businesses within the IEUA service area.

A review of the responsive proposals focused on the proposed labor categories, as well as individual company qualifications. Additionally, references were called, contractor licenses were checked, and DIR registration was verified. Staff determined that the four proposed contractors were qualified, competent, and all capable of handling the task order assignments currently anticipated by the Agency's Maintenance Department.

These use of master contracts to expedite recurring maintenance requirements supports the IEUA Business Goals and Objectives to promote efficiency and effectiveness in all Agency business practices and processes.

### **PRIOR BOARD ACTION**

In 2010, The Board approved three Master Fencing Contractors; Moore Fence Company, Inc. - 4600000620, Harris Steel Fence Company, Inc. - 4600000621, and All Cities Fence & Construction - 4600000622. The three contracts were issued to these contractors implementing an on-call/as-needed basis. The Agency received good service and competitive pricing due to the individual Master Contract solicitation process.

### **IMPACT ON BUDGET**

If approved, sufficient funds are available in Fiscal Year 2015/16 and FY 2016/17 under Regional Operations and Maintenance (RO) fund, Professional Fees and Services Budget, to safeguard the Agency's buildings, structures, and facilities by engaging the services of the recommended contractors.



**DRAFT**



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**CONTRACT NUMBER: 4600002066  
FOR  
MASTER FENCING CONTRACTOR 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 Moore Fence Company, Inc., of Perris, California (hereinafter referred to as "Contractor"), for the procurement and installation of various fencing materials, gates, and products; related to providing fences (where needed) and maintaining existing fences for both security and an improved appearance for facilities and structures Agency-wide.

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

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

Project Manager: Harlan Delzer  
Address: 6075 Kimball Avenue, Building A  
Chino, California, 91708  
Telephone: (909) 993-1707  
Facsimile: (909) 947-1987  
Email: hdelzer@ieua.org

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

Contractor: Carl L Ross, Jr.  
Address: 280 E. 1<sup>st</sup> Street  
Perris, California 92572  
Telephone: (888) 718-9777  
Facsimile: (951) 940-0429  
Cell: (951) 840-8615  
Email: lenny@moorefence.net

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 4600002066.
  - B. Contract Number 4600002066 General Terms and Conditions.
  - C. Agency's RFP-HD-16-003, dated January 28, 2016, Attachment A
  - D. Contractor's proposal, dated February 11, 2016, Attachment B
  
4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
  - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-16-003, dated January 28, 2016 (Attachment A) and Contractor's proposal dated February 11, 2016, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
  - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
  - C. More specifically, the work for this contract shall include the procurement and application of various fencing materials to Agency structures and/or facilities, as directed by the Project Manager.
  - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and; should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.
  
5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.
  
6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
  - A. The Contract Number – 4600002066, and
  - B. The Contract Release Purchase Order Number – 45000

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

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

Inland Empire Utilities Agency  
Re: Contract Number: 4600002066  
P.O. Box 9020  
Chino Hills, CA 91709

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

To: [APGroup@ieua.org](mailto:APGroup@ieua.org)

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

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600002066. The Project Manager will review the submitted invoice in a timely manner.

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

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

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

7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **FITNESS FOR DUTY:**
- A. **Fitness:** Contractor on the Jobsite:
1. Shall report for work in a manner fit to do their job; and
  2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
9. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at its sole expense, the following insurance.
- A. **Minimum Scope of Insurance:**
1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01, covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
  2. **Automobile Liability:** Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
  3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. Contractor shall submit a Waiver of Subrogation associated with the Contractor's Workers Compensation Policy.

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

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

3. All Coverages

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

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

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

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

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



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

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

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, which shall be recoverable by the prevailing party.
  4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. OWNERSHIP OF WORK MATERIALS: The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. TITLE AND RISK OF LOSS:
  - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MOORE FENCE COMPANY, INC.:**

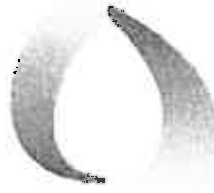
\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Carl L. Ross  
Project Manager

\_\_\_\_\_  
(Date)

# Attachment A



*Inland Empire Utilities Agency*  
**A MUNICIPAL WATER DISTRICT**

**REQUEST FOR PROPOSAL No. RFP-HD-16-003**

**For Master Contract**

**Covering Provision of**

**Fencing Contractor Services**

**January 28, 2016**

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## SECTION 1 – SUBMITTAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. **PREVAILING WAGES:** The Work performed under the scope of any contract issued in conjunction with this solicitation will be subject to prevailing wage requirements. The Legislature requires "prevailing wages" to be paid to those who are employed on "public works" that are performed by a private Offeror and paid for in whole or in part with public funds. (Labor Code, §§ 1720-1780). The overall purpose of the prevailing wage law is to protect and benefit employees that work on public works projects. "Public Works" is the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. The selected contractors shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

### **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE - PUBLIC WORKS PROJECTS:**

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)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

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 pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

*As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.*

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.
- E. **PROPOSAL INCLUSIONS:** All applicable pages within this Request for Proposal documents shall be completed and returned within Offeror's submitted proposal. Specifically, each Offeror's proposal shall

## SECTION 2 – GENERAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
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*As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.*

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.
- E. **PROPOSAL INCLUSIONS:** All applicable pages within this Request for Proposal documents shall be completed and returned within Offeror's submitted proposal. Specifically, each Offeror's proposal shall

## SECTION 2 – GENERAL INFORMATION

include the following proposal requirements:

- Offeror Identification Form (See Section 4)
- Workers' Compensation Certificate (See Section 4)
- Non-Collusion Statement (See Section 4)
- Exception Form (See Section 4)
- Subcontractor / References Form (See Section 4)
- Waiver/Release of Liability Form (See Section 4)
- Schedule of proposed fully-burdened rates (See Section 4)
- \* Offeror's statement of qualifications and pertinent resumes (**use Offeror's own forms / formats**)
- \* Certificate(s) of Insurance or Letter of Compliance (To be provided by Offeror's Insurance Carrier)

- F. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request withdrawal of their submitted proposal, either in person, by telegraphic, or written request, at any time **prior** to the scheduled proposal due date and time. Upon receiving the request to withdraw any proposal, the IEUA will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of the Offeror's proposal will not prejudice Offeror's resubmittal for this or any future proposal(s).
- G. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their proposal after the proposal due date **only** if the Offeror can establish to the IEUA's satisfaction, that a mistake was made in preparing the proposal.
1. A Offeror declaring a mistake must provide a written notice to the IEUA within five (5) calendar days after the proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal different than it was intended.
  2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal and will not be permitted for mistakes resulting from errors in judgment or carelessness in interpreting the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from participating in further bidding on the proposal which the mistake was claimed. (Public Contract Code 5105).
- H. **PROPOSAL ACCEPTANCE:** The IEUA reserves the right to accept or reject any or all proposals, waive any informalities in any proposal, postpone the project, or any portion thereof, if such action(s) is deemed to be in the best interest of the IEUA.
- I. **INTERPRETATION OF DOCUMENTS:** Should a Offeror find discrepancies or omissions in the specifications or the Request for Proposal, or should the Offeror be in doubt as to their interpretation, the Offeror shall notify the Project Manager identified in Section 1C. Should it be found necessary, a written addendum will be sent to all known prospective Offerors. Any addenda issued prior to the proposal due date shall form a part of this solicitation and shall become a part of the submitted proposal.
- J. **OFFEROR REFERENCES:** Using the Reference form included in Section 4, each Offeror shall provide a list of at least three references for which similar work has been performed. Include the reference names, contact persons, telephone numbers, physical addresses, e-mail addresses, and a brief description of services provided.
- K. **CONTRACT EXECUTION:** The selected Offeror(s) shall execute a task order-based master services contract with the IEUA of similar format and content as is displayed as Attachment A at the end of this document. The task orders subsequently issued under the master contracts may either be of firm fixed price or time & materials dependent on the nature of a given task order's scope of work.
- L. **PUBLIC RECORD:** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** be subject to the California Public Records Act (Government Code Section 6250

## SECTION 2 - GENERAL INFORMATION

et seq.), and information's use and disclosure are governed by this Act.

Those elements in each Proposal which the Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," by the Offeror. The IEUA will use its best efforts to inform the Offeror of any request for disclosure of any such document. The IEUA, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information which the Offeror considers exempt from disclosure, the IEUA will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the IEUA is required to defend an action arising out of a Public Records Act request, for any of the contents of an Offeror's proposal marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," Offeror shall defend and indemnify IEUA from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offerors are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposal, the IEUA shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

- M. **BACKGROUND INFORMATION ABOUT THE IEUA AND SAFETY CONSIDERATIONS:** IEUA is operating several active wastewater treatment facilities. The Contractor shall be aware that the working environment could expose personnel to the following conditions: automatically starting machinery, high noise levels, low light conditions, electrical shock, confined space hazards, fall hazards, engulfment hazards, and adverse atmospheric conditions. During water treatment processes, large equipment may be in-use to transport materials and supplies throughout the facilities. The Contractor shall follow all safety regulations as defined by state and federal law.
- N. **AWARD/SELECTION CRITERIA:** The IEUA anticipates selecting approximately (3) three Offerors for award of master services contracts based on review/evaluation of the information conveyed within submitted proposals. Interviews may also be scheduled to assist in the selection process. Selection criteria will be based upon:
- Rates for labor and equipment
  - Past performance record (if any) when providing similar electrician services to IEUA
  - Representations from professional references
  - Information conveyed within Offeror's submitted statement of qualifications/resumes
  - Exceptions taken to content within this Request for Proposal document
  - Exceptions taken to content within the IEUA's Sample Agreement (see Attachment A)

## SECTION 3 – SCOPE OF SERVICES

### Summary

The Inland Empire Utilities Agency desires to issue task order-based master services contracts (of five-year initial durations) to approximately three (3) selected contractors so as to govern the contractor's subsequent provision of fencing-related services which may arise in the future at the IEUA. The task orders subsequently issued under the master contracts may either be firm fixed price or time & materials basis dependent on the nature of a given task order's scope of work.

**TASK ORDER BIDDING PROTOCOL:** As the need for fencing services (i.e. task orders) arise for which the IEUA desires to engage an outside contractor to complete, the firms that received master contracts in conjunction with this solicitation will be requested to submit specific proposals (either on "time and materials" or "firm-fixed price" basis) covering the requirements of that particular task order. The rates utilized by the Contractor within the formulation of task order proposals shall be consistent with the rates established within Contractor's master services contract. In support of each task order, IEUA anticipates soliciting proposals from all firms which received master contracts under this program.

**PROPOSAL TURNAROUND TIME:** For routine task order projects, proposing firms will be requested to submit their price proposals within no less than one week (minimum) from issuance of the IEUA's task order solicitation. However, if emergency conditions warrant, the IEUA reserves the right to require proposals on an expedited basis.

**TASK ORDER AWARD DECISION:** Upon review of the submitted task order proposals, IEUA anticipates awarding a given task order to the firm offering the least expensive total price in conjunction with the shortest lead time proposed for project completion. All else being equal, task order awards will be released to the lowest price competitive bidder.

**STATEMENT OF WORK:** Descriptions of the types of projects/services anticipated to be handled as task order releases under the contemplated master contracts appear below.

<b>PROJECT DESCRIPTION / SCOPE OF WORK</b>
<i>The general scope of work includes: maintenance or repair of (chain-link, steel pipe, steel square tube, or cinder-block) fence systems and rolling gates, as well as swinging gates.</i>
<b>PROJECT LOCATION</b>
<i>Various locations - Ontario, Chino, Rancho Cucamonga</i>
<b>OTHER INFORMATION</b>
<i>Contractor shall adhere to/comply with all applicable OSHA and IEUA safety standards and personal protective equipment (PPE) requirements throughout performance against this contract.</i>

SECTION 4 – FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial three year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and further disclosed.

Proposed Rate Schedule:

Journey-Level Fence Professional (On-Site Hourly Rate): \$ \_\_\_\_\_

Other applicable job titles & hourly rates (if) offered:

Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: \_\_\_\_\_%

Mobilization/Demobilization of fencing service truck (includes mileage charges): \$ \_\_\_\_\_ /day

Daily rate for provision/use of specialized equipment: \$ \_\_\_\_\_ / day

PROPOSAL SIGNATURE: THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

Offeror's Signature \_\_\_\_\_ Company Name \_\_\_\_\_
Printed Name \_\_\_\_\_ Contractor's CSLB License Number \_\_\_\_\_
Title \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 4 – FORMS**

**OFFEROR IDENTIFICATION FORM**

1. Legal name of Offeror: \_\_\_\_\_  
\_\_\_\_\_
2. Offeror's Street Address: \_\_\_\_\_  
\_\_\_\_\_
3. Offeror's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
4. Offeror's Business Telephone: \_\_\_\_\_
5. Offeror's Fax Telephone: \_\_\_\_\_
6. Offeror's E-mail Address: \_\_\_\_\_
7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Offeror Federal Tax Identification Number: \_\_\_\_\_
10. Offeror State of California Contractor's License Number: \_\_\_\_\_
11. Offeror's State of California Department of Industrial Relations - Public Works Contractor Registration #: \_\_\_\_\_
12. Offeror's Project Manager: \_\_\_\_\_
13. Project Manager's E-mail Address: \_\_\_\_\_
14. Project Manager's Cell Phone No. : \_\_\_\_\_

**SECTION 4 – FORMS**

**SUBCONTRACTORS**

**NOTE:** This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**REFERENCES**

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**SECTION 4 – FORMS**

**WORKERS' COMPENSATION CERTIFICATE**

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

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

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION 4 – FORMS**

**NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL**

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SECTION 4 – FORMS

### EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "None" after item number one. *(Make additional copies of this form as necessary)*

1. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION 4 - FORMS

### WAIVER / RELEASE OF LIABILITY

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

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

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

By:

\_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attachment A**

**Sample Contract**



**MASTER SERVICES CONTRACT NUMBER: 460000XXXX**  
**FOR PROVISION OF**  
**FENCING CONTRACTOR 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 "IEUA") and XXXXXXXXXXXX with offices located in XXXXXXXXXXXX, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

**RECITALS**

Whereas the IEUA anticipates future need(s) to retain the services of the Contractor to provide electrician services on an "as needed" Task Order assignment basis;

Whereas the Contractor is willing to undertake performance of such Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
  1. Amendments to Task Order releases under this Master Services Contract.
  2. Task Order releases under this Master Services Contract.
  2. Amendments to this Master Services Contract No. 460000XXXX
  3. Master Services Contract Number 46XXXXXXXX
  4. Exhibit A – Contractor's Schedule of Rates.
  5. IEUA's Request for Proposal Number RFP-HD-16-003
  6. Contractor's Proposal dated XXXXXXXX XX, 2016.
  
2. **SCOPE OF WORK AND SERVICES:** The Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

**Ordering Provisions and Understandings:**

**Negotiation of Task Orders:** IEUA and Contractor each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within Exhibit A – Schedule of Rates.

**Task Order Price:** A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order. Any Task Order issued, that exceeds a value of \$25,000 shall require bonding.

**Task Order Format:** Each Task Order issued under this Master Services Contract will be of similar form to the Example Task Order that is included herein as Exhibit B – Sample Task Order.

**Task Order Assignment Method:**

- a. As the need for work arises, specific Statements of Work will be forwarded to all Contractors in possession of master services contracts for purposes of competitive proposal formulation. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the IEUA, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed price (or not-to-exceed price for time & materials task order), and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the Contractor may then begin performance of the Work provided for under the executed Task Order.
- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Master Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
- c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
- d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.

3. **TERM OF CONTRACT AND OPTIONS:** The initial term of this Contract shall extend from the date of the contract execution and terminate five years thereafter. Additionally, upon both Parties reaching mutual agreement as to (any/all) revised billing rates, this Contract may be extended, in twelve month increments, for an additional period not-to-exceed 24 months; resulting in a potential total Contract term of seven years. In the event the IEUA desires to exercise the Contract extension option(s) provided for in this Section, the IEUA shall provide written notice to the Supplier, prior to the expiration of the original Contract term. If such option is exercised, the rates established within original Exhibit A shall cease to be effective as of the first day of the "option" term.

4. **SCHEDULE:** The Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.

5. **INVOICING, PAYMENT DISCOUNT & PAYMENT:** Throughout the term of this Contract, Contractor's invoices issued in conjunction with "time and materials" Task Orders may be submitted on a monthly basis and shall be calculated in accordance with the labor and expense rates specified within Exhibit A – Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices

valued at the total price established for that Task Order. IEUA shall pay the full/approved invoice amount 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 or the associated Task Order, until such service is revised, the invoice resubmitted and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600000XXX" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address, with a copy of each invoice forwarded concurrently to the IEUA's assigned Project Manager for the given task order:

Inland Empire Utilities Agency  
Attn: Accounts Payable Department  
P.O. Box 9020  
Chino Hills, CA 91709

OR alternatively, invoices may be submitted via e-mail addressed to:

APGroup@ieua.org

6. **COMPENSATION AND CHANGES:** As compensation for the Work satisfactorily performed against Task Order releases under this Contract, IEUA shall pay Contractor in accordance with Contractor's approved rate schedule, Exhibit A, for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the IEUA's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.
7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Task Order-specified Work Schedule. 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 for consideration by the Project Manager.
8. **FITNESS FOR DUTY:**
  - A. **Fitness:** Contractor's 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 IEUA.
9. **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 CG 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 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 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 IEUA. At the option of the IEUA, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the IEUA, 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 IEUA, its officers, officials, employees and volunteers are to be covered as insureds, endorsements CG 2010 1185, 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 IEUA, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 87 are issued in place of the CG 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to the 10 93 or 03 97.
- b. The Contractor's insurance coverage shall be primary insurance as respects the IEUA, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the IEUA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the IEUA, 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 IEUA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the IEUA.

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 first class mail, postage prepaid, has been given to the IEUA.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the IEUA with certificates of insurance and with original endorsements effecting coverage required by the IEUA 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 IEUA before work commences. The IEUA 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 (Fax # 909-993-1987 or awitte@ieua.org)  
P.O. Box 9020  
Chino Hills, California 91709

## 10. 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 IEUA.
- 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 IEUA, 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. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Contractor shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Contractor shall inquire for each Task Order issued if work is grant funded.

- F. **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 IEUA. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. **Indemnification:** Contractor shall indemnify and hold harmless and defend as permitted by law, the IEUA, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. 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 IEUA and/or Contractor, or any directors, officers, employees, or authorized volunteers of IEUA or Contractor, and damages to or destruction of property of any person, including but not limited to, IEUA 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 IEUA or its directors, officers, employees, or authorized volunteers;
  2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
  3. 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.
- H. **Conflict of Interest:** No official of the IEUA who is authorized in such capacity and on behalf of the IEUA 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:** 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.
- J. **Non-Conforming Work:** Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to IEUA, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by IEUA, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of IEUA, Contractor shall correct any such error deemed important by IEUA in its sole discretion to IEUA'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 IEUA'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 mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the IEUA Project Manager and the Contractor shall comply, pursuant to the IEUA Project Manager instructions. If the Contractor is not satisfied with any such resolution by the IEUA Project Manager, they may file a written protest with the IEUA Project Manager within seven (7) calendar days after receiving written notice of the IEUA's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the IEUA Project Manager's resolution. The IEUA's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the IEUA 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 IEUA Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
  - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Contractor to be appointed as Mediator. The IEUA shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Mediator.
  - b. In the event that none of the names submitted by Contractor are acceptable to IEUA, or if for any reason the Mediator selected in Step (a) is unable to serve, the IEUA shall submit to Contractor a list of five names of persons acceptable to IEUA for appointment as Mediator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: The IEUA may join the Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 *et seq.* Such joinder shall be initiated by written notice from the IEUA's representative to the Contractor.

11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The IEUA 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 IEUA from the moment of their preparation, and the Contractor shall deliver same to the IEUA whenever requested to do so by the Project Manager and/or IEUA. 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 IEUA. Any reuse of such

documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the IEUA shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Contractor at no additional cost to the IEUA. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by the IEUA. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to the IEUA may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The IEUA's use and disclosure of its records are governed by this Act. The IEUA 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) IEUA shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If IEUA 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 IEUA from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to IEUA 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 IEUA or for the performance of Work related to the PROJECT.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to IEUA when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or IEUA-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which IEUA has title as directed in writing by the Contract Administrator and/or IEUA.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: IEUA'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 IEUA, and Contractor shall cooperate with all appropriate requests to assign and transfer same to IEUA.
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 IEUA to have complete enjoyment of the Work or Documentation, Contractor shall grant to IEUA a non-exclusive, irrevocable, royalty-free license, as may be required by IEUA 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 IEUA, all necessary licenses regarding such Proprietary Rights so as to allow IEUA 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 IEUA.

B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by IEUA 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.

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

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

Contractor: XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX

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 IEUA, 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 IEUA; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the IEUA shall be null, void and of no legal effect whatsoever.
18. **RIGHT TO AUDIT:** The IEUA reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. 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 IEUA.
19. **INTEGRATION:** The Contract Documents represent the entire agreement of the IEUA 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 IEUA and the Contractor.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The IEUA reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Contractor. In the event of such termination, the IEUA shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. **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.
23. **CHANGES:** The IEUA may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the IEUA and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Contractor.

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

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

XXXXXXXXXXXXXXXXXXXXX:

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
XXXXXXXXXXXXX (Date)  
(Title)

**EXHIBIT A**  
**CONTRACTOR'S**  
**SCHEDULE OF RATES**  
(to be inserted here)





Contractor: XXXXXXXXXXXXXXXXXXXX  
Project Manager: XXXXXXXXXXXXXXXXXXXX  
Address: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
Telephone: XXXXXXXXXXXXXXXXXXXX  
Facsimile: XXXXXXXXXXXXXXXXXXXX  
Email: XXXXXXXXXXXXXXXXXXXX

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

**Inland Empire Utilities Agency:**  
(\*A MUNICIPAL WATER DISTRICT)

XXXXXXXXXXXXXXXXXXXX:

\_\_\_\_\_  
Manager of Contracts  
and Facility Services

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment B**

### **Bond Requirements**

## BOND REQUIREMENTS FOR CONSTRUCTION CONTRACTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE BROKERS TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARANT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### A. BID SECURITY

1. All bids *priced at \$25,000 or more* shall be accompanied by:
  - A. Cash, or
  - B. Certified check payable to Inland Empire Utilities Agency, or
  - C. A cashier's check payable to Inland Empire Utilities Agency, or
  - D. A bid bond, on the forms furnished herewith in an amount equal to at least ten (10) percent of the bidder's bid, payable without condition to the Agency as a guarantee that the Bidder, if awarded the Contract, will promptly execute the contract in accordance with the executed bid and other bid forms in the manner, and as required, by the bidding documents, and will furnish the specified bonds and certificates of insurance to the Agency.

### B. HOLDING OF THE BID SECURITIES

1. The bid securities of the three (3) lowest bidders will be held by the Agency until satisfactory bonds and verification of insurance are furnished by the successful bidder and the successful bidder signs the contract or until other disposition thereof is made by the Agency.
2. The bid securities of the bidders, other than the three (3) lowest bidders, will be returned within ten (10) working days after the canvass of the bids is completed by the Agency.

### C. PERFORMANCE BOND (Applicable only if Total Project Price exceeds \$25,000)

1. Within fourteen days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a performance bond in an amount equal to one hundred (100) percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

2. The performance bond shall be effective through the one (1) year warranty period.

**D. PAYMENT BOND (MATERIAL AND LABOR BOND) (Applicable only if Total Project Price exceeds \$25,000)**

1. Within 14 days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

**E. UNSATISFACTORY SURETIES**

1. Should any Surety, at any time, be deemed unsatisfactory by the Agency, notice will be given the Contractor to that effect. No further payments shall be deemed due, or will be made under the contract until a new Surety shall qualify and be accepted by the Agency.

**F. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY**

1. Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

**G. INSUFFICIENCY OF THE BONDS**

1. Should any bond(s) required under this section become insufficient, the contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the Agency of the bond's insufficiency.

**H. PROCUREMENT OF BONDS**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the Notice of Award.
2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the Agency.

**I. TERM OF REQUIRED BONDS**

1. Except as provided otherwise in this section all bonds shall be maintained in full force and in effect for a period of sixty (60) days after completion and acceptance of the work by the Agency.

**J. ATTORNEY-IN-FACT**

1. The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the surety company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

**K. HOW BONDS ARE TO BE PAYABLE**

1. All bonds shall be made payable to the Inland Empire Utilities Agency.

**L. SIGNATURES REQUIRED ON BONDS**

1. Each bond required under this section shall incorporate, by reference, the contract and be signed by both the Bidder and Surety.
2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

**M. COST OF BOND ACQUISITION**

1. The Bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.
2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

Bond Number \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as  
Principal

and \_\_\_\_\_, as  
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of \_\_\_\_\_ dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal (print name)

By: \_\_\_\_\_  
Signature

(Corporate Seal)

Bond Number \_\_\_\_\_

SECOND PAGE OF BID BOND

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety agent (print name)

By \_\_\_\_\_  
Signature

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**



Bond Number \_\_\_\_\_

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on \_\_\_\_\_, hereinafter designated as the "Principal," a Contract for the construction of:

**WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:**

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Owner the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Bond Number \_\_\_\_\_

**SECOND PAGE OF PAYMENT BOND**

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PAYMENT BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency," has, on \_\_\_\_\_, awarded to \_\_\_\_\_, hereinafter designated as the "Principal," the Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner and Engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number \_\_\_\_\_

## SECOND PAGE OF PERFORMANCE BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PERFORMANCE BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT  
OF SURETY BELOW**

**Addendum #1 to RFP-HD-16-003**  
**FOR**  
**MASTER CONTRACT COVERING**  
**PROVISION OF**  
**FENCING CONTRACTOR SERVICES**

1. The third page of the RFP packet (annotated Section 1-1) is the same as the fourth page (annotated Section 2-1). That is an error.
2. The correct **Section 1-1 SUBMITTAL INFORMATION** is attached.
3. Please replace the existing Section 1-1 with the revised document.

## SECTION 1 – SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency (hereafter "IEUA") invites submittal of proposals for contractor provision of "as-needed" fencing services supporting the Inland Empire Utilities Agency (IEUA) during the five-year period starting approximately March 16, 2016 through March 31, 2021. Additionally, within each contract subsequently awarded (three separate master contract awards are anticipated), the IEUA desires to establish two follow-on options. Each optional contract extension would cover an additional (separate) one-year subsequent period (anticipated April 1, 2021, through March 31, 2022, and then April 1, 2022, through March 31, 2023). The awarded Master Contracts will be task-order based. The three firms selected for receipt of Master Contracts will be bidding against each other based on the individual task-order's statement of work which will be subsequently solicited; as requirements for fencing contractor services arise over time.
- B. **SUBMITTAL CLOSING DATE AND TIME:** Proposals **will not** be accepted after the closing date and time indicated below:

<b>PROPOSAL DUE DATE AND TIME: February 11, 2016 at 4:00 p.m.</b>
---

- C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to:
- Harlan D. Delzer, Contract Administrator  
Phone (909) 993-1707  
E-mail: hdelzer@ieua.org
- D. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors shall submit their responsive proposal documents (see Section 2.E) prior to the submittal closing date and time shown above:
- Delivered to: Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708
- Mailed to: Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709



# Attachment B

SECTION 4 – FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial three year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and further disclosed.

Proposed Rate Schedule:

Journey-Level Fence Professional (On-Site Hourly Rate): \$ 114.34

Other applicable job titles & hourly rates (if) offered:

Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: 10 %

Mobilization/Demobilization of fencing service truck (includes mileage charges): \$ 217.92 /day

Daily rate for provision/use of specialized equipment: \$ 125.00 / day

**PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

[Signature]  
Offeror's Signature  
Carl H. Ross Jr.  
Printed Name  
Project Manager  
Title  
Moore Fence Co. Inc.  
Company Name  
915105  
Contractor's CSLB License Number  
2-10-16  
Date

SECTION 4 – FORMS

OFFEROR IDENTIFICATION FORM

- 1. Legal name of Offeror: Moore Fence Co., Inc.
- 2. Offeror's Street Address: 280 E. 1st St  
Perris, CA
- 3. Offeror's Mailing Address: SAME
- 4. Offeror's Business Telephone: (951)
- 5. Offeror's Fax Telephone: (951) 940 0429
- 6. Offeror's E-mail Address: lenny@moorefence.net
- 7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
- 8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: No #. Please see lic. attached.   Issuing City: Perris
- 9. Offeror Federal Tax Identification Number: 141959989
- 10. Offeror State of California Contractor's License Number: 915105
- 11. Offeror's State of California Department of Industrial Relations - Public Works Contractor Registration #: 1000005075
- 12. Offeror's Project Manager: Lenny Ross
- 13. Project Manager's E-mail Address: lenny@moorefence.net
- 14. Project Manager's Cell Phone No. : (951) 840-8615

**SECTION 4 – FORMS**

**SUBCONTRACTORS**

**NOTE:** This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**REFERENCES**

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4 – FORMS

WORKERS' COMPENSATION CERTIFICATE

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

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



Offeror's Signature

Carl L. Press Jr.

Printed Name

Project Manager

Title

Moore Fence Co., Inc.

Company Name

Please see business lic. attached.

Business License Number

2-10-16

Date

SECTION 4 – FORMS

NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL

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

[Signature]  
Contractor's Signature

Moore Fence Co, Inc  
Company Name

Carl Ross  
Printed Name

915105  
Business License Number

Project Manager  
Title

2-10-16  
Date

## SECTION 4 – FORMS

### EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**None**" after item number one. *(Make additional copies of this form as necessary)*

1. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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2. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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SECTION 4 - FORMS

WAIVER / RELEASE OF LIABILITY

I, the undersigned, on behalf of Moore Ferro Co. Inc. (hereinafter referred to as Contractor), fully understand that the storage or leaving of any and all Contractor owned equipment, materials, and supplies at the IEUA's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contract owned equipment, materials, and supplies at the IEUA's facilities, Contractor agrees to assume any and all such risks.

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

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

By:

[Signature]  
Representative's signature

2-10-16  
Date

Carl W. Ross Jr.  
Print Name

Project Manager  
Title





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bouchard Insurance for WBS P.O.Box 6090 Clearwater, FL 33758-6090	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 293-3600 ext. 623		FAX (A/C, No):	
	E-MAIL ADDRESS:			
<b>INSURED</b> Workforce Business Services CA, LLC Labor Contractor, for co-employees of: Moore Fence Company Inc. dba: Moore Fence & Installation Company Inc. 1401 Manatee Ave. West Ste 600	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	INSURER A : American Zurich Insurance Company		40142	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES CERTIFICATE NUMBER: 15FL079865435 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WC 58-18-606-02	12/31/2015	12/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Location Coverage Period:				12/31/2015	12/31/2016	Client# 054198	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:  
 Moore Fence Company Inc. dba: Moore Fence & Installation Company Inc.  
 280 E First Street  
 Perris, CA 92570

Endorsements: Waiver of Subrogation

<b>CERTIFICATE HOLDER</b> Moore Fence Company Inc. dba: Moore Fence & Installation Company Inc. 280 E First Street Perris, CA 92570	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**IN FAVOR OF:**

Moore Fence Company Inc.  
dba: Moore Fence & Installation Company Inc.  
280 E First Street  
Perris, CA 92570

**WORK PERFORMED BY CO-EMPLOYEES OF:**

Moore Fence Company Inc. dba: Moore Fence & Installation Company Inc.  
280 E First Street  
Perris, CA 92570

**ON THE FOLLOWING PROJECT:**

**FEE FOR THIS WAIVER IS:**

Premium will be waived

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2015

Policy No: WC 58-18-606-02

Endorsement No:

Insured: Workforce Business Services CA, LLC Labor Contractor, for co-employees of: Moore

Premium: \$

Insurance Company: American Zurich Insurance Company

Countersigned By:



Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

MOORFEN-01

SYU

DATE (MM/DD/YYYY)  
12/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861  
Inland Empire-Alliant Insurance Services, Inc.  
736 Carnegie Dr Ste 200  
San Bernardino, CA 92408

CONTACT NAME:  
PHONE (A/C No, Ext): (909) 886-9861 FAX (A/C No): (909) 886-2013  
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Financial Pacific Insurance Company	31453
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Moore Fence Company, Inc.  
280 E. First St.  
Perris, CA 92570

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		60451322	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		60451322	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60451322	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				
A	Commercial Property			60451322	09/01/2015	09/01/2016	SEE BELOW IF APPLIES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



# BUSINESS LICENSE

CITY OF PERRIS

101 North "D" Street  
Perris, CA 92570  
(951) 443-1029

January 26, 2016

Name: THOMPSON, GARY

Business: MOORE FENCE COMPANY INC

Location: 280 E I ST  
PERRIS, CA 92570

Mail To: MOORE FENCE COMPANY INC  
280 E I ST  
PERRIS CA 92570

Number	Expiration	Fee	Late Charge	Description
10591	12/31/2016	47.00	0.00	ANNUAL FIRE/LIFE SAFETY DIV B
14543	12/31/2016	1.00	0.00	BUSINESS LICENSE FEE - SB 1186
4507	12/31/2016	150.00	0.00	CONTRACTORS - IN CITY - C

- PLACE IN A CONSPICUOUS PLACE -  
NOT TRANSFERABLE

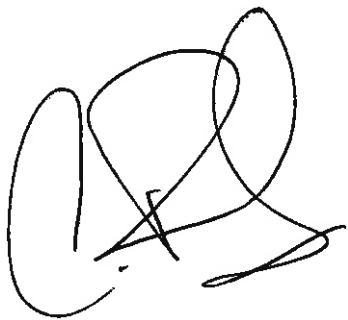
*[Signature]*  
Business License Division

THE ISSUANCE OF A BUSINESS LICENSE SHALL IN NO WAY BE CONSTRUED TO RELIEVE THE LICENSEE OF COMPLIANCE WITH ORDINANCES OF THE CITY OF PERRIS OR LAWS OF THE STATE OF CALIFORNIA, NOR SHALL SUCH ISSUANCE BE DEEMED A WAIVER OF THE CITY OF PERRIS OF PAST OR FUTURE VIOLATIONS OF SUCH LAWS AND ORDINANCES. THIS LICENSE WAS ISSUED WITHOUT VERIFICATION THAT THE BUSINESS HAS BEEN LICENSED BY THE STATE OF CALIFORNIA.

**LICENSE TO BE RENEWED WITHIN 30 DAYS AFTER EXPIRATION DATE**

**Addendum #1 to RFP-HD-16-003**  
**FOR**  
**MASTER CONTRACT COVERING**  
**PROVISION OF**  
**FENCING CONTRACTOR SERVICES**

1. The third page of the RFP packet (annotated Section 1-1) is the same as the fourth page (annotated Section 2-1). That is an error.
2. The correct Section 1-1 SUBMITTAL INFORMATION is attached.
3. Please replace the existing Section 1-1 with the revised document.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

2-10-16

## SECTION 1 – SUBMITTAL INFORMATION

A. **INTRODUCTION:** The Inland Empire Utilities Agency (hereafter "IEUA") invites submittal of proposals for contractor provision of "as-needed" fencing services supporting the Inland Empire Utilities Agency (IEUA) during the five-year period starting approximately March 16, 2016 through March 31, 2021. Additionally, within each contract subsequently awarded (three separate master contract awards are anticipated), the IEUA desires to establish two follow-on options. Each optional contract extension would cover an additional (separate) one-year subsequent period (anticipated April 1, 2021, through March 31, 2022, and then April 1, 2022, through March 31, 2023). The awarded Master Contracts will be task-order based. The three firms selected for receipt of Master Contracts will be bidding against each other based on the individual task-order's statement of work which will be subsequently solicited; as requirements for fencing contractor services arise over time.

B. **SUBMITTAL CLOSING DATE AND TIME:** Proposals will not be accepted after the closing date and time indicated below:

**PROPOSAL DUE DATE AND TIME: February 11, 2016 at 4:00 p.m.**

C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to:

Harlan D. Delzer, Contract Administrator  
Phone (909) 993-1707  
E-mail: hdelzer@ieua.org

D. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors shall submit their responsive proposal documents (see Section 2.E) prior to the submittal closing date and time shown above:

Delivered to: Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Mailed to: Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709


**ACTION  
ITEM**

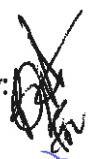
**2C**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal and Administrative Committee (3/9/16)

From: P. Joseph Grindstaff  
General Manager 

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

 Warren T. Green  
Manager of Contracts and Facilities Services

Subject: Master Contract Awards for Asphalt Services

---

### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the contract award of four 5-year Master Contracts for asphalt Services, for all of the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - EBS General Engineering, Inc. (Contract No. 4600002077)
  - G. M. Sager Construction Company, Inc. (Contract No. 4600002075)
  - Medina Construction (Contract No. 4600002076)
  - Terra Pave, Inc. (Contract No. 4600002067); and
2. Authorize the General Manager to execute the contracts.

### **BACKGROUND**

The Agency owns numerous facilities and process structures that require functional asphalt surfaces to protect all-weather access to the buildings and the equipment within the buildings. On a routine basis, these asphalt surfaces (both roadways and operational areas that get routinely washed-down) require asphalt maintenance and repair services to preserve the integrity of the surfaces and the operational access. Implementing a series of Master Asphalt Contracts with highly qualified asphalt companies ensures that the contract terms and conditions (e.g., rates, insurance, indemnification, Department of Industrial Relations (DIR) registration, etc.) are



established and documented, which will expedite services, when needed. On an as-needed basis, staff will prepare Master Contract solicitations, evaluate Master Contract proposals, and award Task Orders for specific jobs, typically to the lowest bidder.

Staff issued a Request for Proposal (RFP-HD-16-004) offering a five-year contract to qualifying companies through Planet Bids, the Agency's on-line solicitation system. Additionally, staff ensured the solicitation was sent to small businesses within the IEUA service area.

A review of the responsive proposals focused on the proposed labor categories, as well as individual company qualifications. Additionally, references were called, contractor licenses were checked, and DIR registration was verified. Staff determined that the four contractors, listed on Page 1 were qualified, competent, and all capable of handling the task order assignments currently anticipated by the Agency's Maintenance Department.

### **PRIOR BOARD ACTION**

In 2012, The Board approved four Master Asphalt Contractors; Terra Pave, Inc. - 4600001200, Vance Corporation - 4600001201, Laird Construction – 4600001202, and Golden Arrow Engineering, Inc. - 4600001203. The four contracts were to these contractors for on-call/as-needed services. The Agency received good service and competitive pricing due to the individual Master Contract solicitation process.

### **IMPACT ON BUDGET**

If approved, sufficient funds are available in Fiscal Year (FY) 2015/16 and FY 2016/17 under Regional Operations and Maintenance (RO) fund, Professional Fees and Services Budget, to safeguard the Agency's buildings, structures, and facilities by engaging the services of the recommended contractors.



**DRAFT**



**CONTRACT NUMBER: 4600002067  
FOR  
MASTER ASPHALT CONTRACTOR 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 Terra Pave, Inc., of Whittier, California (hereinafter referred to as "Contractor"), for the procurement and installation of various asphalt-related materials and products; related to providing roadway installations (where needed) and maintaining existing asphalt surfaces for both efficient and safe transportation and an improved appearance for facilities and structures Agency-wide.

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

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

Project Manager: Harlan Delzer  
Address: 6075 Kimball Avenue, Building A  
Chino, California, 91708  
Telephone: (909) 993-1707  
Facsimile: (909) 947-1987  
Email: hdelzer@ieua.org

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

Contractor: Aaron Terry  
Address: 12115 Rivera Road  
Whittier, California 90606  
Telephone: (562) 693-7283  
Facsimile: (562) 945-0686  
Cell: (562) 756-1212  
Email: aaron@terrapave.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract Number 4600002067.
  - B. Contract Number 4600002067 General Terms and Conditions.
  - C. Agency's RFP-HD-16-004, dated January 28, 2016, Attachment A
  - D. Contractor's proposal, dated February 11, 2016, Attachment B
  
4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
  - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-16-004, dated January 28, 2016 (Attachment A) and Contractor's proposal dated February 11, 2016, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
  - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
  - C. More specifically, the work for this contract shall include the procurement and application or installation various asphalt materials at Agency structures and/or facilities, as directed by the Project Manager.
  - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and; should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.
  
5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.
  
6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
  - A. The Contract Number – 4600002067, and
  - B. The Contract Release Purchase Order Number – 45000

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

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

Inland Empire Utilities Agency  
Re: Contract Number: 4600002067  
P.O. Box 9020  
Chino Hills, CA 91709

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

To: [APGroup@ieua.org](mailto:APGroup@ieua.org)

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

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600002067. The Project Manager will review the submitted invoice in a timely manner.

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

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

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

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

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

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

A. Minimum Scope of Insurance:

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

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

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



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

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

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, which shall be recoverable by the prevailing party.
  4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. **OWNERSHIP OF WORK MATERIALS:** The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

**TERRA PAVE, INC.:**

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Aaron Terry  
Project Manager

\_\_\_\_\_  
(Date)

# Attachment A



*Inland Empire Utilities Agency*  
**A MUNICIPAL WATER DISTRICT**

**REQUEST FOR PROPOSAL No. RFP-HD-16-004**

**For Master Contract**

**Covering Provision of**

**Asphalt Contractor Services**

**January 28, 2016**

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<b>ATTACHMENT A - SAMPLE CONTRACT</b>	<b>1-14</b>
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<b>ATTACHMENT B - BOND REQUIREMENTS</b>	<b>1-11</b>
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## SECTION 1 – SUBMITTAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. **PREVAILING WAGES:** The Work performed under the scope of any contract issued in conjunction with this solicitation will be subject to prevailing wage requirements. The Legislature requires "prevailing wages" to be paid to those who are employed on "public works" that are performed by a private Offeror and paid for in whole or in part with public funds. (Labor Code, §§ 1720-1780). The overall purpose of the prevailing wage law is to protect and benefit employees that work on public works projects. "Public Works" is the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. The selected contractors shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

### **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE - PUBLIC WORKS PROJECTS:**

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)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

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 pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

***As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.***

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.
- E. **PROPOSAL INCLUSIONS:** All applicable pages within this Request for Proposal documents shall be completed and returned within Offeror's submitted proposal. Specifically, each Offeror's proposal shall include the following proposal requirements:

## SECTION 2 – GENERAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. **PREVAILING WAGES:** The Work performed under the scope of any contract issued in conjunction with this solicitation will be subject to prevailing wage requirements. The Legislature requires "prevailing wages" to be paid to those who are employed on "public works" that are performed by a private Offeror and paid for in whole or in part with public funds. (Labor Code, §§ 1720-1780). The overall purpose of the prevailing wage law is to protect and benefit employees that work on public works projects. "Public Works" is the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. The selected contractors shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

### **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE - PUBLIC WORKS PROJECTS:**

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)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

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 pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

***As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.***

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.
- E. **PROPOSAL INCLUSIONS:** All applicable pages within this Request for Proposal documents shall be completed and returned within Offeror's submitted proposal. Specifically, each Offeror's proposal shall include the following proposal requirements:

## SECTION 2 – GENERAL INFORMATION

- Offeror Identification Form (See Section 4)
  - Workers' Compensation Certificate (See Section 4)
  - Non-Collusion Statement (See Section 4)
  - Exception Form (See Section 4)
  - Subcontractor / References Form (See Section 4)
  - Waiver/Release of Liability Form (See Section 4)
  - Schedule of proposed fully-burdened rates (See Section 4)
  - \* Offeror's statement of qualifications and pertinent resumes (**use Offeror's own forms / formats**)
  - \* Certificate(s) of Insurance or Letter of Compliance (To be provided by Offeror's Insurance Carrier)
- F. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request withdrawal of their submitted proposal, either in person, by telegraphic, or written request, at any time **prior** to the scheduled proposal due date and time. Upon receiving the request to withdraw any proposal, the IEUA will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of the Offeror's proposal will not prejudice Offeror's resubmittal for this or any future proposal(s).
- G. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their proposal after the proposal due date **only** if the Offeror can establish to the IEUA's satisfaction, that a mistake was made in preparing the proposal.
1. A Offeror declaring a mistake must provide a written notice to the IEUA within five (5) calendar days after the proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal different than it was intended.
  2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal and will not be permitted for mistakes resulting from errors in judgment or carelessness in interpreting the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from participating in further bidding on the proposal which the mistake was claimed. (Public Contract Code 5105).
- H. **PROPOSAL ACCEPTANCE:** The IEUA reserves the right to accept or reject any or all proposals, waive any informalities in any proposal, postpone the project, or any portion thereof, if such action(s) is deemed to be in the best interest of the IEUA.
- I. **INTERPRETATION OF DOCUMENTS:** Should a Offeror find discrepancies or omissions in the specifications or the Request for Proposal, or should the Offeror be in doubt as to their interpretation, the Offeror shall notify the Project Manager identified in Section 1C. Should it be found necessary, a written addendum will be sent to all known prospective Offerors. Any addenda issued prior to the proposal due date shall form a part of this solicitation and shall become a part of the submitted proposal.
- J. **OFFEROR REFERENCES:** Using the Reference form included in Section 4, each Offeror shall provide a list of at least three references for which similar work has been performed. Include the reference names, contact persons, telephone numbers, physical addresses, e-mail addresses, and a brief description of services provided.
- K. **CONTRACT EXECUTION:** The selected Offeror(s) shall execute a task order-based master services contract with the IEUA of similar format and content as is displayed as Attachment A at the end of this document. The task orders subsequently issued under the master contracts may either be of firm fixed price or time & materials dependent on the nature of a given task order's scope of work.
- L. **PUBLIC RECORD:** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

## SECTION 2 - GENERAL INFORMATION

Those elements in each Proposal which the Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," by the Offeror. The IEUA will use its best efforts to inform the Offeror of any request for disclosure of any such document. The IEUA, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information which the Offeror considers exempt from disclosure, the IEUA will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the IEUA is required to defend an action arising out of a Public Records Act request, for any of the contents of an Offeror's proposal marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," Offeror shall defend and indemnify IEUA from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offerors are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposal, the IEUA shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

- M. **BACKGROUND INFORMATION ABOUT THE IEUA AND SAFETY CONSIDERATIONS:** IEUA is operating several active wastewater treatment facilities. The Contractor shall be aware that the working environment could expose personnel to the following conditions: automatically starting machinery, high noise levels, low light conditions, electrical shock, confined space hazards, fall hazards, engulfment hazards, and adverse atmospheric conditions. During water treatment processes, large equipment may be in-use to transport materials and supplies throughout the facilities. The Contractor shall follow all safety regulations as defined by state and federal law.
- N. **AWARD/SELECTION CRITERIA:** The IEUA anticipates selecting approximately (3) three Offerors for award of master services contracts based on review/evaluation of the information conveyed within submitted proposals. Interviews may also be scheduled to assist in the selection process. Selection criteria will be based upon:
- Rates for labor and equipment
  - Past performance record (if any) when providing similar electrician services to IEUA
  - Representations from professional references
  - Information conveyed within Offeror's submitted statement of qualifications/resumes
  - Exceptions taken to content within this Request for Proposal document
  - Exceptions taken to content within the IEUA's Sample Agreement (see Attachment A)

## SECTION 3 – SCOPE OF SERVICES

### Summary

The Inland Empire Utilities Agency desires to issue task order-based master services contracts (of five-year initial durations) to approximately three (3) selected contractors so as to govern the contractor's subsequent provision of asphalt-related services which may arise in the future at the IEUA. The task orders subsequently issued under the master contracts may either be firm fixed price or time & materials basis dependent on the nature of a given task order's scope of work.

**TASK ORDER BIDDING PROTOCOL:** As the need for asphalt services (i.e. task orders) arise for which the IEUA desires to engage an outside contractor to complete, the firms that received master contracts in conjunction with this solicitation will be requested to submit specific proposals (either on "time and materials" or "firm-fixed price" basis) covering the requirements of that particular task order. The rates utilized by the Contractor within the formulation of task order proposals shall be consistent with the rates established within Contractor's master services contract. In support of each task order, IEUA anticipates soliciting proposals from all firms which received master contracts under this program.

**PROPOSAL TURNAROUND TIME:** For routine task order projects, proposing firms will be requested to submit their price proposals within no less than one week (minimum) from issuance of the IEUA's task order solicitation. However, if emergency conditions warrant, the IEUA reserves the right to require proposals on an expedited basis.

**TASK ORDER AWARD DECISION:** Upon review of the submitted task order proposals, IEUA anticipates awarding a given task order to the firm offering the least expensive total price in conjunction with the shortest lead time proposed for project completion. All else being equal, task order awards will be released to the lowest price competitive bidder.

**STATEMENT OF WORK:** Descriptions of the types of projects/services anticipated to be handled as task order releases under the contemplated master contracts appear below.

<b>PROJECT DESCRIPTION / SCOPE OF WORK</b>
<i>The general scope of work includes: maintenance or repair asphalt roadways and surfaces.</i>
<b>PROJECT LOCATION</b>
<i>Various locations - Ontario, Chino, Rancho Cucamonga</i>
<b>OTHER INFORMATION</b>
<i>Contractor shall adhere to/comply with all applicable OSHA and IEUA safety standards and personal protective equipment (PPE) requirements throughout performance against this contract.</i>

SECTION 4 – FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial three year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and further disclosed.

Proposed Rate Schedule:

Journey-Level Asphalt Professional (On-Site Hourly Rate): \$ \_\_\_\_\_

Other applicable job titles & hourly rates (if) offered:

Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: \_\_\_\_\_%

Mobilization/Demobilization of asphalt service truck (includes mileage charges): \$ \_\_\_\_\_ /day

Daily rate for provision/use of specialized equipment: \$ \_\_\_\_\_ / day

PROPOSAL SIGNATURE: THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

Offeror's Signature \_\_\_\_\_ Company Name \_\_\_\_\_
Printed Name \_\_\_\_\_ Contractor's CSLB License Number \_\_\_\_\_
Title \_\_\_\_\_ Date \_\_\_\_\_

**SECTION 4 – FORMS**

**OFFEROR IDENTIFICATION FORM**

1. Legal name of Offeror: \_\_\_\_\_  
\_\_\_\_\_
2. Offeror's Street Address: \_\_\_\_\_  
\_\_\_\_\_
3. Offeror's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
4. Offeror's Business Telephone: \_\_\_\_\_
5. Offeror's Fax Telephone: \_\_\_\_\_
6. Offeror's E-mail Address: \_\_\_\_\_
7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Offeror Federal Tax Identification Number: \_\_\_\_\_
10. Offeror State of California Contractor's License Number: \_\_\_\_\_
11. Offeror's State of California Department of Industrial Relations - Public Works  
Contractor Registration #: \_\_\_\_\_
12. Offeror's Project Manager: \_\_\_\_\_
13. Project Manager's E-mail Address: \_\_\_\_\_
14. Project Manager's Cell Phone No. : \_\_\_\_\_

**SECTION 4 – FORMS**

**SUBCONTRACTORS**

**NOTE:** This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**REFERENCES**

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**SECTION 4 – FORMS**

**WORKERS' COMPENSATION CERTIFICATE**

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

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

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION 4 – FORMS**

**NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL**

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SECTION 4 – FORMS

## EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "None" after item number one. *(Make additional copies of this form as necessary)*

1. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION 4 - FORMS

### WAIVER / RELEASE OF LIABILITY

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

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

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

By:

\_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attachment A**

**Sample Contract**



**Inland Empire Utilities Agency**  
A MUNICIPAL WATER DISTRICT

**MASTER SERVICES CONTRACT NUMBER: 460000XXXX**  
**FOR PROVISION OF**  
**ASPHALT CONTRACTOR 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 "IEUA") and XXXXXXXXXXXX with offices located in XXXXXXXXXXXX, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

**RECITALS**

Whereas the IEUA anticipates future need(s) to retain the services of the Contractor to provide electrician services on an "as needed" Task Order assignment basis;

Whereas the Contractor is willing to undertake performance of such Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
  1. Amendments to Task Order releases under this Master Services Contract.
  2. Task Order releases under this Master Services Contract.
  2. Amendments to this Master Services Contract No. 460000XXXX
  3. Master Services Contract Number 46XXXXXXXX
  4. Exhibit A – Contractor's Schedule of Rates.
  5. IEUA's Request for Proposal Number RFP-HD-16-004
  6. Contractor's Proposal dated XXXXXXXX XX, 2016.
2. **SCOPE OF WORK AND SERVICES:** The Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

**Ordering Provisions and Understandings:**

**Negotiation of Task Orders:** IEUA and Contractor each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within Exhibit A – Schedule of Rates.

**Task Order Price:** A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order. Any Task Order issued, that exceeds a value of \$25,000 shall require bonding.

**Task Order Format:** Each Task Order issued under this Master Services Contract will be of similar form to the Example Task Order that is included herein as Exhibit B – Sample Task Order.

**Task Order Assignment Method:**

- a. As the need for work arises, specific Statements of Work will be forwarded to all Contractors in possession of master services contracts for purposes of competitive proposal formulation. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the IEUA, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed price (or not-to-exceed price for time & materials task order), and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the Contractor may then begin performance of the Work provided for under the executed Task Order.
  - b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Master Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
  - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
  - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. **TERM OF CONTRACT AND OPTIONS:** The initial term of this Contract shall extend from the date of the contract execution and terminate five years thereafter. Additionally, upon both Parties reaching mutual agreement as to (any/all) revised billing rates, this Contract may be extended, in twelve month increments, for an additional period not-to-exceed 24 months; resulting in a potential total Contract term of seven years. In the event the IEUA desires to exercise the Contract extension option(s) provided for in this Section, the IEUA shall provide written notice to the Supplier, prior to the expiration of the original Contract term. If such option is exercised, the rates established within original Exhibit A shall cease to be effective as of the first day of the "option" term.
4. **SCHEDULE:** The Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. **INVOICING, PAYMENT DISCOUNT & PAYMENT:** Throughout the term of this Contract, Contractor's invoices issued in conjunction with "time and materials" Task Orders may be submitted on a monthly basis and shall be calculated in accordance with the labor and expense rates specified within Exhibit A – Contractor's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices

valued at the total price established for that Task Order. IEUA shall pay the full/approved invoice amount 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 or the associated Task Order, until such service is revised, the invoice resubmitted and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600000XXX" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address, with a copy of each invoice forwarded concurrently to the IEUA's assigned Project Manager for the given task order:

Inland Empire Utilities Agency  
Attn: Accounts Payable Department  
P.O. Box 9020  
Chino Hills, CA 91709

OR alternatively, invoices may be submitted via e-mail addressed to:

APGroup@ieua.org

6. **COMPENSATION AND CHANGES:** As compensation for the Work satisfactorily performed against Task Order releases under this Contract, IEUA shall pay Contractor in accordance with Contractor's approved rate schedule, Exhibit A, for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the IEUA's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.
7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Task Order-specified Work Schedule. 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 for consideration by the Project Manager.
8. **FITNESS FOR DUTY:**
  - A. **Fitness:** Contractor's 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 IEUA.
9. **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 CG 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 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 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 IEUA. At the option of the IEUA, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the IEUA, 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 IEUA, its officers, officials, employees and volunteers are to be covered as insureds, endorsements CG 2010 1185, 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 IEUA, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 87 are issued in place of the CG 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to the 10 93 or 03 97.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the IEUA, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the IEUA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the IEUA, 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 IEUA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the IEUA.

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 first class mail, postage prepaid, has been given to the IEUA.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the IEUA with certificates of insurance and with original endorsements effecting coverage required by the IEUA 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 IEUA before work commences. The IEUA 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 (Fax # 909-993-1987 or [awitte@ieua.org](mailto:awitte@ieua.org))  
P.O. Box 9020  
Chino Hills, California 91709

10. 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 IEUA.
- 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 IEUA, 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. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Contractor shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Contractor shall inquire for each Task Order issued if work is grant funded.

- F. 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 IEUA. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. Indemnification: Contractor shall indemnify and hold harmless and defend as permitted by law, the IEUA, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. 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 IEUA and/or Contractor, or any directors, officers, employees, or authorized volunteers of IEUA or Contractor, and damages to or destruction of property of any person, including but not limited to, IEUA 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 IEUA or its directors, officers, employees, or authorized volunteers;
  2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
  3. 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.
- H. Conflict of Interest: No official of the IEUA who is authorized in such capacity and on behalf of the IEUA 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.
- Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate
- I. 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.
- J. Non-Conforming Work: Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to IEUA, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by IEUA, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of IEUA, Contractor shall correct any such error deemed important by IEUA in its sole discretion to IEUA'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 IEUA'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 mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the IEUA Project Manager and the Contractor shall comply, pursuant to the IEUA Project Manager instructions. If the Contractor is not satisfied with any such resolution by the IEUA Project Manager, they may file a written protest with the IEUA Project Manager within seven (7) calendar days after receiving written notice of the IEUA's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the IEUA Project Manager's resolution. The IEUA's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the IEUA 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 IEUA Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
  - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Contractor to be appointed as Mediator. The IEUA shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Mediator.
  - b. In the event that none of the names submitted by Contractor are acceptable to IEUA, or if for any reason the Mediator selected in Step (a) is unable to serve, the IEUA shall submit to Contractor a list of five names of persons acceptable to IEUA for appointment as Mediator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: The IEUA may join the Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the IEUA's representative to the Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The IEUA 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 IEUA from the moment of their preparation, and the Contractor shall deliver same to the IEUA whenever requested to do so by the Project Manager and/or IEUA. 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 IEUA. Any reuse of such

documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the IEUA shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Contractor at no additional cost to the IEUA. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by the IEUA. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. PUBLIC RECORDS POLICY: Information made available to the IEUA may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The IEUA's use and disclosure of its records are governed by this Act. The IEUA 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) IEUA shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If IEUA 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 IEUA from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to IEUA 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 IEUA or for the performance of Work related to the PROJECT.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to IEUA when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or IEUA-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which IEUA has title as directed in writing by the Contract Administrator and/or IEUA.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: IEUA'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 IEUA, and Contractor shall cooperate with all appropriate requests to assign and transfer same to IEUA.
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 IEUA to have complete enjoyment of the Work or Documentation, Contractor shall grant to IEUA a non-exclusive, irrevocable, royalty-free license, as may be required by IEUA 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 IEUA, all necessary licenses regarding such Proprietary Rights so as to allow IEUA 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 IEUA.

B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by IEUA 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.

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

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

Contractor: XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXXX

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 IEUA, 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 IEUA; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the IEUA shall be null, void and of no legal effect whatsoever.
18. **RIGHT TO AUDIT:** The IEUA reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. 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 IEUA.
19. **INTEGRATION:** The Contract Documents represent the entire agreement of the IEUA 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 IEUA and the Contractor.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The IEUA reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Contractor. In the event of such termination, the IEUA shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. **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.
23. **CHANGES:** The IEUA may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the IEUA and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Contractor.

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

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

XXXXXXXXXXXXXXXXXXXXX:

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
XXXXXXXXXXXXX (Date)  
(Title)

**EXHIBIT A**  
**CONTRACTOR'S**  
**SCHEDULE OF RATES**  
**(to be inserted here)**





Contractor: XXXXXXXXXXXXXXXXXXXX  
Project Manager: XXXXXXXXXXXXXXXXXXXX  
Address: XXXXXXXXXXXXXXXXXXXX  
  
Telephone: XXXXXXXXXXXXXXXXXXXX  
Facsimile: XXXXXXXXXXXXXXXXXXXX  
Email: XXXXXXXXXXXXXXXXXXXX

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

**Inland Empire Utilities Agency:**  
(\*A MUNICIPAL WATER DISTRICT)

XXXXXXXXXXXXXXXXXXXXX:

\_\_\_\_\_  
Manager of Contracts  
and Facility Services

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment B**

### **Bond Requirements**

## BOND REQUIREMENTS FOR CONSTRUCTION CONTRACTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE BROKERS TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARANT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### A. BID SECURITY

1. All bids *priced at \$25,000 or more* shall be accompanied by:
  - A. Cash, or
  - B. Certified check payable to Inland Empire Utilities Agency, or
  - C. A cashier's check payable to Inland Empire Utilities Agency, or
  - D. A bid bond, on the forms furnished herewith in an amount equal to at least ten (10) percent of the bidder's bid, payable without condition to the Agency as a guarantee that the Bidder, if awarded the Contract, will promptly execute the contract in accordance with the executed bid and other bid forms in the manner, and as required, by the bidding documents, and will furnish the specified bonds and certificates of insurance to the Agency.

### B. HOLDING OF THE BID SECURITIES

1. The bid securities of the three (3) lowest bidders will be held by the Agency until satisfactory bonds and verification of insurance are furnished by the successful bidder and the successful bidder signs the contract or until other disposition thereof is made by the Agency.
2. The bid securities of the bidders, other than the three (3) lowest bidders, will be returned within ten (10) working days after the canvass of the bids is completed by the Agency.

### C. PERFORMANCE BOND (Applicable only if Total Project Price exceeds \$25,000)

1. Within fourteen days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a performance bond in an amount equal to one hundred (100) percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

2. The performance bond shall be effective through the one (1) year warranty period.

**D. PAYMENT BOND (MATERIAL AND LABOR BOND) (Applicable only if Total Project Price exceeds \$25,000)**

1. Within 14 days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

**E. UNSATISFACTORY SURETIES**

1. Should any Surety, at any time, be deemed unsatisfactory by the Agency, notice will be given the Contractor to that effect. No further payments shall be deemed due, or will be made under the contract until a new Surety shall qualify and be accepted by the Agency.

**F. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY**

1. Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

**G. INSUFFICIENCY OF THE BONDS**

1. Should any bond(s) required under this section become insufficient, the contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the Agency of the bond's insufficiency.

**H. PROCUREMENT OF BONDS**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the Notice of Award.
2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the Agency.

**I. TERM OF REQUIRED BONDS**

1. Except as provided otherwise in this section all bonds shall be maintained in full force and in effect for a period of sixty (60) days after completion and acceptance of the work by the Agency.

**J. ATTORNEY-IN-FACT**

1. The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the surety company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

**K. HOW BONDS ARE TO BE PAYABLE**

1. All bonds shall be made payable to the Inland Empire Utilities Agency.

**L. SIGNATURES REQUIRED ON BONDS**

1. Each bond required under this section shall incorporate, by reference, the contract and be signed by both the Bidder and Surety.
2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

**M. COST OF BOND ACQUISITION**

1. The Bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.
2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

Bond Number \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as  
Principal

and \_\_\_\_\_, as  
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of \_\_\_\_\_ dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal (print name)

By: \_\_\_\_\_  
Signature

(Corporate Seal)

Bond Number \_\_\_\_\_

**SECOND PAGE OF BID BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety agent (print name)

By \_\_\_\_\_  
Signature

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**



Bond Number \_\_\_\_\_

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on \_\_\_\_\_ hereinafter designated as the "Principal," a Contract for the construction of:

**WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:**

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Owner the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Bond Number \_\_\_\_\_

SECOND PAGE OF PAYMENT BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PAYMENT BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency," has, on \_\_\_\_\_, awarded to \_\_\_\_\_, hereinafter designated as the "Principal," the Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner and Engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number \_\_\_\_\_

## SECOND PAGE OF PERFORMANCE BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PERFORMANCE BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT  
OF SURETY BELOW**

**Addendum #1 to RFP-HD-16-004**  
**FOR**  
**MASTER CONTRACT COVERING**  
**PROVISION OF**  
**ASPHALT CONTRACTOR SERVICES**

1. The third page of the RFP packet (annotated Section 1-1) is the same as the fourth page (annotated Section 2-1). That is an error.
2. The correct **Section 1-1 SUBMITTAL INFORMATION** is attached.
3. Please replace the existing Section 1-1 with the revised document.

## SECTION 1 – SUBMITTAL INFORMATION

A. **INTRODUCTION:** The Inland Empire Utilities Agency (hereafter "IEUA") invites submittal of proposals for contractor provision of "as-needed" asphalt services supporting the Inland Empire Utilities Agency (IEUA) during the five-year period starting approximately March 16, 2016 through March 31, 2021. Additionally, within each contract subsequently awarded (three separate master contract awards are anticipated), the IEUA desires to establish two follow-on options. Each optional contract extension would cover an additional (separate) one-year subsequent period (anticipated April 1, 2021, through March 31, 2022, and then April 1, 2022, through March 31, 2023). The awarded Master Contracts will be task-order based. The three firms selected for receipt of Master Contracts will be bidding against each other based on the individual task-order's statement of work which will be subsequently solicited; as requirements for asphalt contractor services arise.

B. **SUBMITTAL CLOSING DATE AND TIME:** Proposals will not be accepted after the closing date and time indicated below:

<b>PROPOSAL DUE DATE AND TIME:</b> February 11, 2016 at 4:00 p.m.
---

C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to:

Harlan D. Delzer, Contract Administrator  
Phone (909) 993-1707  
E-mail: hdelzer@ieua.org

D. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors shall submit their responsive proposal documents (see Section 2.E) prior to the submittal closing date and time shown above:

Delivered to: Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Mailed to: Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709



# Attachment B

# TERRA PAVE

12115 RIVERA ROAD  
WHITTIER, CA 90606

INCORPORATED 1984

OFC: (562) 693-7283  
FAX: (562) 945-0686

I would like to take this opportunity to introduce Terra Pave, Inc.

Terra Pave is a proven general engineering contractor within the Southern California construction market. With over 30 years of experience in grading, paving, seal coating and striping, Terra Pave has established a reputation for providing quality work at a competitive price.

Our company's general information is as follows:

**Terra Pave, Inc.**  
12115 Rivera Road  
Whittier, Ca 90606

**Telephone: (562) 693-PAVE**  
**Fax: (562) 945-0686**  
Federal Tax ID # 95-3903266

State Contractor's License No. 456836  
Class A and C12      Expiration Date: 05/31/16

Corporate Officers:    John Terry, President  
                              Ken Schrader, Vice President  
                              Christine Santos, Corporate Secretary

Bond/Surety Agent:    Quigley Insurance Services, Inc.      Mike Quigley  
                              30011 Ivy Glenn Dr., Ste. 200      (949) 545-6922  
                              Laguna Niguel, CA 92677      (949) 545-6925 fax

Insurance/GL/WC:    Arthur J. Gallagher & Co.      Sheryl Bingham  
                              P.O. Box 749      (818) 316-0999  
                              Woodland Hills, CA. 91365      (818) 316-0990 fax

Upon request additional references and accounts are available

Thank you for your time and consideration. We look forward to working with you in the future. Please feel free to contact me at extension 211 if I may be of assistance to you.

Sincerely,



Aaron Terry  
Estimator / Project Manager

# Aaron Terry – Project Manager

---

## Experience

2003 – Present      Terra Pave, Inc.      Whittier, CA

### **Estimator / Project Manager**

- Estimate and manage various general engineering projects with emphasis on paving and grading

2002 – 2003      Granite Construction Company      San Diego, CA

### **Project Manager**

- Project Manager duties on \$7.5M design-build interchange on Route 73 – Aliso Viejo

1999 – 2002      Granite Construction Company      Indio, CA

### **Project Engineer**

- Project Engineer duties on various projects including \$30M new highway expansion on Route 86 – Mecca

## Education

California State Polytechnic University – Pomona, CA

- B.S, Construction Engineering Technology

# Bill Allred – Superintendent

---

## Experience

1998 – Present                      Terra Pave, Inc.                      Whittier, CA

### **General Superintendent**

- Manage day to day company field operations for paving / grading / general engineering work

1995 – 1998                      Industrial Asphalt                      Irwindale, CA

### **Paving Supervisor / Estimator**

- Prepare bids for asphalt paving contracts, manage resource placement, and monitor operations for contracts

1998 – 1990                      Industrial Asphalt                      Irwindale, CA

### **Dispatcher**

- Coordinate trucking and material production for various asphalt plants in Los Angeles, Orange, and San Bernardino counties

## Military Service

United States Army – Honorable Discharge 1988

## Education

University of Redlands – Redlands, CA

- B.A, Business and Management



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording where required.</p> <p>The inclusion of one or more Insured under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>The insurance afforded by this policy for the benefit of the additional insured does not apply to 'property damage' to any building, structure or appurtenant structure intended to be occupied as a 'private residence'. The term "private residence" includes single family homes or residences, multi-family homes or residences. Apartments are not considered "private residences".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written contract. If required by your agreement with such Additional Insured.</p> <p>Additional Insureds shown in a written contract, or written agreement that includes primary and non-contributory wording where required.</p> <p>If anyone, other than the Additional Insured, provides similar Insurance for the Additional Insured, then this insurance will apply as outlined in <b>SECTION IV – COMMERCIAL LIABILITY CONDITIONS</b>, paragraph 4. <b>Other Insurance</b>, subparagraph <b>c. Method of Sharing</b>.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The Insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Person Or Organization:**

Whereas Required by Written Contract

Information required to complete the Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

**Schedule**

**Person or Organization**

**Job Description**

**ANY PERSON OR ORGANIZATION  
WHEN REQUIRED BY WRITTEN  
CONTRACT**

**ALL CALIFORNIA OPERATIONS**

**Policy Number: WVE 5029649 00**

**Insured: Terra Pave Inc**

**Endorsement Effective: 4/01/15**

**Coverage Provided by: Insurance Company of the West**

**Issue Date: 3/31/15**

**Countersigned by:**

SECTION 4 - FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial three year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and further disclosed.

Proposed Rate Schedule:

Journey-Level Asphalt Professional (On-Site Hourly Rate): \$ 74.50 (includes markup)

Other applicable job titles & hourly rates (if) offered:

Job title: <u>Operator</u>	Hourly rate: <u>\$98.50 (includes markup)</u>
Job title: <u>Driver</u>	Hourly rate: <u>\$77 (includes markup)</u>
Job title: _____	Hourly rate: _____
Job title: _____	Hourly rate: _____

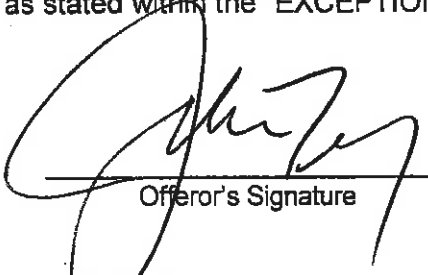
Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: 11 %

Mobilization/Demobilization of asphalt service truck (includes mileage charges): \$ 475 /day  
*Asphalt dump truck, 10 wheel type*

Daily rate for provision/use of specialized equipment: \$ 650 / day  
*includes one asphalt tool truck with tack rig and one pup roller*

**PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

	Terra Pave, Inc.
Offeror's Signature	Company Name
John Terry	456836
Printed Name	Contractor's CSLB License Number
President	February 4, 2016
Title	Date

# SECTION 4 – FORMS

## OFFEROR IDENTIFICATION FORM

1. Legal name of Offeror: Terra Pave, Inc.
2. Offeror's Street Address: 12115 Rivera Road, Whittier CA 90606
3. Offeror's Mailing Address: 12115 Rivera Road, Whittier, CA 90606
4. Offeror's Business Telephone: (562) 693-7283
5. Offeror's Fax Telephone: (562) 945-0686
6. Offeror's E-mail Address: estimating@terrapave.com
7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: 38557   Issuing City: Whittier
9. Offeror Federal Tax Identification Number: 95-3903266
10. Offeror State of California Contractor's License Number: 456836
11. Offeror's State of California Department of Industrial Relations - Public Works Contractor Registration #: 1000000807
12. Offeror's Project Manager: Aaron Terry
13. Project Manager's E-mail Address: aaron@terrapave.com
14. Project Manager's Cell Phone No. : (562) 756-1212

**SECTION 4 – FORMS**

**SUBCONTRACTORS**

**NOTE:** This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>
N/A			

**REFERENCES**

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>	<u>SCOPE</u>
City of Whittier	Janine Drive, Whittier, CA	562.567.9500	Sunny Ng	AC Paving
EMWD	MVRWRF, Perris, CA	951.928.3777	Robert Meacham	AC Paving
O.C. Public Works	Palm Drive, Orange, CA	714.245.4552	Jeaniene Casiello	AC Paving
County of Los Angeles	Old Canyon Road	626.607.7430	Daryl Hamilton	AC Paving
County of San Bernardino	7th Street	909.856.8255	Napoleon Calagui	AC Paving

SECTION 4 - FORMS

WORKERS' COMPENSATION CERTIFICATE

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

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

  
\_\_\_\_\_  
Offeror's Signature

John Terry  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

Terra Pave, Inc.  
\_\_\_\_\_  
Company Name

456836  
\_\_\_\_\_  
Business License Number

February 4, 2016  
\_\_\_\_\_  
Date

SECTION 4 – FORMS

NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL

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

  
\_\_\_\_\_  
Contractor's Signature

John Terry  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

Terra Pave, Inc.  
\_\_\_\_\_  
Company Name

456836  
\_\_\_\_\_  
Business License Number

February 4, 2016  
\_\_\_\_\_  
Date

SECTION 4 – FORMS

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "None" after item number one. *(Make additional copies of this form as necessary)*

1. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: None

2. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_



## SECTION 4 - FORMS

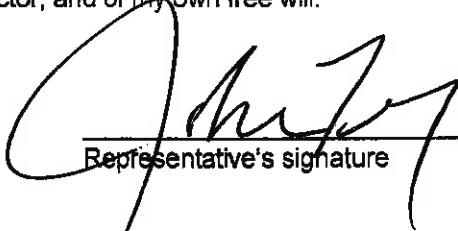
### WAIVER / RELEASE OF LIABILITY

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

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

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

By:



Representative's signature

2/4/2016

Date

John Terry

Print Name

President

Title

Bond Number N/A

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That TERRA PAVE, INC., as  
Principal

and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as  
Surety

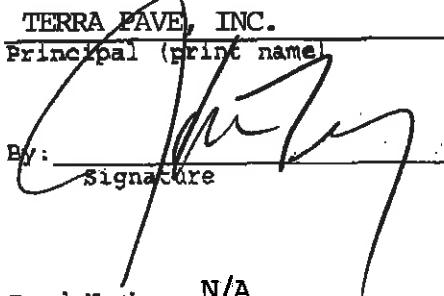
are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of \*TEN PERCENT OF AMOUNT BID (10%)\* dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this 29th day of JANUARY, 20 16

TERRA PAVE, INC.  
Principal (print name)

By:   
Signature

(Corporate Seal)

Bond Number N/A

**SECOND PAGE OF BID BOND**

Bidding Schedule(s) titled: ASPHALT CONTRACTOR SERVICES, BID NO. RFP-HD

MICHAEL A. QUIGLEY

Surety agent (print name)

By

  
Signature ATTORNEY-IN-FACT

(Surety Seal)

Surety address

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

777 S. FIGUEROA ST., #3900

LOS ANGELES, CA 90017

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. QUIGLEY, of Laguna Hills, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of June, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*James M. Carroll*  
*Vice President*  
*James M. Carroll*

State of Maryland  
City of Baltimore

On this 18th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On January 29, 2016 before me, MEG QUIGLEY, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared MICHAEL A. QUIGLEY

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

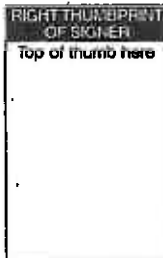
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ACTION  
ITEM**


**2D**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal and Administrative Committee (3/9/16)

From: P. Joseph Grindstaff  
General Manager

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

 Warren T. Green  
Manager of Contracts and Facilities Services

Subject: Master Contract Awards for Roofing Services

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the contract award of four 5-year Master Contracts for roofing services, for all of the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:
  - Best Contracting Services, Inc. (Contract No. 4600002074)
  - Exbon Development, Inc. (Contract No. 4600002078)
  - Rite-Way Roof Corporation (Contract No. 4600002065)
  - Tecta America Southern California, Inc. (Contract No. 4600002073); and
2. Authorize the General Manager to execute the contracts.

### **BACKGROUND**

The Agency owns numerous facilities and process structures that require functional roofs to protect the equipment within the buildings. On a routine basis, these facilities and structures require roofing maintenance and repair services to preserve the integrity of the buildings, the value of the investment, and the operational reliability of the equipment. Implementing a series of Master Roofing Contracts with highly qualified roofing companies ensures that the contract terms and conditions (e.g., rates, insurance, indemnification, Department of Industrial Relations (DIR) registration, etc.) are established and documented, which will expedite services, when

needed. On an as-needed basis, staff will prepare Master Contract solicitations, evaluate Master Contract proposals, and award Task Orders for specific jobs, typically to the lowest bidder.

Staff issued a Request for Proposal (RFP-HD-16-002) offering a five-year contract to qualifying companies through Planet Bids, the Agency's on-line solicitation system. Additionally, staff ensured the solicitation was sent to small businesses within the IEUA service area.

A review of the responsive proposals focused on the proposed labor categories, as well as individual company qualifications. Additionally, references were called, contractor licenses were checked, and DIR registration was verified. Staff determined that the four contractors, listed on Page 1 were qualified, competent, and all capable of handling the task order assignments currently anticipated by the Agency's Maintenance Department.

The use of master contracts to expedite recurring maintenance requirements supports the IEUA Business Goals and Objectives to promote efficiency and effectiveness in all Agency business practices and processes.

#### **PRIOR BOARD ACTION**

In 2011, The Board approved two Master Roofing Contractors; All Weather Roofing – 4600000929 and Rite-Way Roof Corporation - 4600000930. The two contracts were issued to these contractors implementing an on-call/as-needed basis. The Agency received good service and competitive pricing due to the individual Master Contract solicitation process.

#### **IMPACT ON BUDGET**

If approved, sufficient funds are available in Fiscal Year 2015/16 and FY 2016/17 under Regional Operations and Maintenance (RO) fund, Professional Fees and Services Budget, to safeguard the Agency's buildings, structures, and facilities by engaging the services of the recommended contractors.





**DRAFT**



**CONTRACT NUMBER: 4600002065  
FOR  
MASTER ROOFING CONTRACTOR 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 U.S. National Corp., of Panorama City, California (hereinafter referred to as "Contractor"), for the procurement and application of various interior and exterior painting and coating products; related to providing protection and an improved appearance for structures and equipment Agency-wide.

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

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

Project Manager: Harlan Delzer  
Address: 6075 Kimball Avenue, Building A  
Chino, California, 91708  
Telephone: (909) 993-1707  
Facsimile: (909) 947-1987  
Email: hdelzer@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 Hughes  
Address: 15425 Arrow Route  
Fontana, California 92867  
Telephone: (909) 350-8490  
Facsimile: (909) 350-8477  
Cell: (951) 203-7149  
Email: jeff@ritewayroofing.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract Number 4600002065.
  - B. Contract Number 4600002065 General Terms and Conditions.
  - C. Agency's RFP-HD-16-002, dated January 28, 2016, Attachment A
  - D. Contractor's proposal, dated February 11, 2016, Attachment B
  
4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall include, but shall not be limited to:
  - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work, in accordance with the Agency's RFP-HD-16-002, dated January 28, 2016 (Attachment A) and Contractor's proposal dated February 11, 2016, (Attachment B); which are both incorporated herein and made a part hereof with this reference.
  - B. Contractor shall, when awarded a task order, prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
  - C. More specifically, the work for this contract shall include the procurement and application of various roofing materials to Agency structures and/or facilities, as directed by the Project Manager.
  - D. Through the duration of this contract, the Agency will offer opportunities for the Contractor to bid on Task Orders and; should the Contractor be awarded the Task Order will be authorized to complete the work of that specific Task Order.
  
5. TERM: The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.
  
6. COMPENSATION: Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
  - A. The Contract Number – 4600002065, and
  - B. The Contract Release Purchase Order Number – 45000

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

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

Inland Empire Utilities Agency  
Re: Contract Number: 4600002065  
P.O. Box 9020  
Chino Hills, CA 91709

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

To: [APGroup@ieua.org](mailto:APGroup@ieua.org)

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

Concurrent with the submittal of the original invoice to the Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract; referencing Contract Number 4600002065. The Project Manager will review the submitted invoice in a timely manner.

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

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

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

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

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

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

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

A. Minimum Scope of Insurance:

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

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees. **Effective July 1, 2014, all Contractors must be registered with the California Department of Industrial Relation, as required by (law) SB-854 for public works projects.**

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

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

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



- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, which shall be recoverable by the prevailing party.
  4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. **OWNERSHIP OF WORK MATERIALS:** The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledge that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

**RITE-WAY ROOF CORPORATION:**

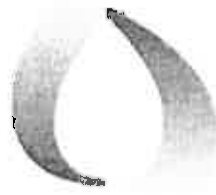
\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Jeff Hughes  
President

\_\_\_\_\_  
(Date)

# Attachment A



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**REQUEST FOR PROPOSAL No. RFP-HD-16-002**

**For Master Contract**

**Covering Provision of**

**Roofing Contractor Services**

**January 28, 2016**

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## SECTION 1 – SUBMITTAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. **PREVAILING WAGES:** The Work performed under the scope of any contract issued in conjunction with this solicitation will be subject to prevailing wage requirements. The Legislature requires "prevailing wages" to be paid to those who are employed on "public works" that are performed by a private Offeror and paid for in whole or in part with public funds. (Labor Code, §§ 1720-1780). The overall purpose of the prevailing wage law is to protect and benefit employees that work on public works projects. "Public Works" is the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. The selected contractors shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

### **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE - PUBLIC WORKS PROJECTS:**

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)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

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 pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

***As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.***

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.



## SECTION 2 – GENERAL INFORMATION

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

- A. **WAITING PERIOD:** Proposals shall be subject to acceptance or rejection for a period of up to ninety (90) calendar days from the date of the proposal opening until proceedings are completed and awards are made. Offeror shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.
- B. **PREVAILING WAGES:** The Work performed under the scope of any contract issued in conjunction with this solicitation will be subject to prevailing wage requirements. The Legislature requires "prevailing wages" to be paid to those who are employed on "public works" that are performed by a private Offeror and paid for in whole or in part with public funds. (Labor Code, §§ 1720-1780). The overall purpose of the prevailing wage law is to protect and benefit employees that work on public works projects. "Public Works" is the construction, alteration, demolition, or repair work done under contract and paid for in whole or in part out of public funds. The selected contractors shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

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***As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.***

**This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.**

- C. **INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, and this request for Offeror to provide with their proposal, certificates of insurance verifying the required levels of coverage, or alternatively, a letter from the Offeror's insurance agent or corporate Risk Management Department acknowledging that the Offeror will be able to comply with all stated insurance requirements. It is **highly** recommended that Offerors confer with their respective insurance carriers or brokers to determine, in advance of proposal submission, the availability of insurance certificates and endorsements as prescribed herein. If a leading Offeror fails to strictly comply with the insurance requirements, that Offeror **may** be disqualified from receiving the award.
- D. **PROPOSAL PREPARATION COSTS:** The IEUA shall not be liable for any costs incurred by Offeror during the preparation, submission, or presentation (if requested) of their proposals.

## SECTION 2 – GENERAL INFORMATION

- E. **PROPOSAL INCLUSIONS**: All applicable pages within this Request for Proposal documents shall be completed and returned within Offeror's submitted proposal. Specifically, each Offeror's proposal shall include the following proposal requirements:
- Offeror Identification Form (See Section 4)
  - Workers' Compensation Certificate (See Section 4)
  - Non-Collusion Statement (See Section 4)
  - Exception Form (See Section 4)
  - Subcontractor / References Form (See Section 4)
  - Waiver/Release of Liability Form (See Section 4)
  - Schedule of proposed fully-burdened rates (See Section 4)
  - \* Offeror's statement of qualifications and pertinent resumes (**use Offeror's own forms / formats**)
  - \* Certificate(s) of Insurance or Letter of Compliance (To be provided by Offeror's Insurance Carrier)
- F. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**: Any Offeror may request withdrawal of their submitted proposal, either in person, by telegraphic, or written request, at any time **prior** to the scheduled proposal due date and time. Upon receiving the request to withdraw any proposal, the IEUA will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of the Offeror's proposal will not prejudice Offeror's resubmittal for this or any future proposal(s).
- G. **MISTAKE IN PROPOSAL**: Any Offeror may withdraw their proposal after the proposal due date **only** if the Offeror can establish to the IEUA's satisfaction, that a mistake was made in preparing the proposal.
1. A Offeror declaring a mistake must provide a written notice to the IEUA within five (5) calendar days after the proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the proposal different than it was intended.
  2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal and will not be permitted for mistakes resulting from errors in judgment or carelessness in interpreting the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from participating in further bidding on the proposal which the mistake was claimed. (Public Contract Code 5105).
- H. **PROPOSAL ACCEPTANCE**: The IEUA reserves the right to accept or reject any or all proposals, waive any informalities in any proposal, postpone the project, or any portion thereof, if such action(s) is deemed to be in the best interest of the IEUA.
- I. **INTERPRETATION OF DOCUMENTS**: Should a Offeror find discrepancies or omissions in the specifications or the Request for Proposal, or should the Offeror be in doubt as to their interpretation, the Offeror shall notify the Project Manager identified in Section 1C. Should it be found necessary, a written addendum will be sent to all known prospective Offerors. Any addenda issued prior to the proposal due date shall form a part of this solicitation and shall become a part of the submitted proposal.
- J. **OFFEROR REFERENCES**: Using the Reference form included in Section 4, each Offeror shall provide a list of at least three references for which similar work has been performed. Include the reference names, contact persons, telephone numbers, physical addresses, e-mail addresses, and a brief description of services provided.
- K. **CONTRACT EXECUTION**: The selected Offeror(s) shall execute a task order-based master services contract with the IEUA of similar format and content as is displayed as Attachment A at the end of this document. The task orders subsequently issued under the master contracts may either be of firm fixed price or time & materials dependent on the nature of a given task order's scope of work.

## SECTION 2 – GENERAL INFORMATION

- L. **PUBLIC RECORD:** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

Those elements in each Proposal which the Offeror considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET," "CONFIDENTIAL," OR "PROPRIETARY," by the Offeror. The IEUA will use its best efforts to inform the Offeror of any request for disclosure of any such document. The IEUA, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.

In the event of litigation concerning disclosure of information which the Offeror considers exempt from disclosure, the IEUA will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the IEUA is required to defend an action arising out of a Public Records Act request, for any of the contents of an Offeror's proposal marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," Offeror shall defend and indemnify IEUA from any and all liability, damages, costs, and expense, including attorneys' fee, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, Offerors are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposal, the IEUA shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

- M. **BACKGROUND INFORMATION ABOUT THE IEUA AND SAFETY CONSIDERATIONS:** IEUA is operating several active wastewater treatment facilities. The Contractor shall be aware that the working environment could expose personnel to the following conditions: automatically starting machinery, high noise levels, low light conditions, electrical shock, confined space hazards, fall hazards, engulfment hazards, and adverse atmospheric conditions. During water treatment processes, large equipment may be in-use to transport materials and supplies throughout the facilities. The Contractor shall follow all safety regulations as defined by state and federal law.
- N. **AWARD/SELECTION CRITERIA:** The IEUA anticipates selecting approximately (3) three Offerors for award of master services contracts based on review/evaluation of the information conveyed within submitted proposals. Interviews may also be scheduled to assist in the selection process. Selection criteria will be based upon:
- Rates for labor and equipment
  - Past performance record (if any) when providing similar electrician services to IEUA
  - Representations from professional references
  - Information conveyed within Offeror's submitted statement of qualifications/resumes
  - Exceptions taken to content within this Request for Proposal document
  - Exceptions taken to content within the IEUA's Sample Agreement (see Attachment A)

## SECTION 3 – SCOPE OF SERVICES

### Summary

The Inland Empire Utilities Agency desires to issue task order-based master services contracts (of five-year initial durations) to approximately three (3) selected contractors so as to govern the contractor's subsequent provision of roofing-related services which may arise in the future at the IEUA. The task orders subsequently issued under the master contracts may either be firm fixed price or time & materials basis dependent on the nature of a given task order's scope of work.

**TASK ORDER BIDDING PROTOCOL:** As the need for roofing services (i.e. task orders) arise for which the IEUA desires to engage an outside contractor to complete, the firms that received master contracts in conjunction with this solicitation will be requested to submit specific proposals (either on "time and materials" or "firm-fixed price" basis) covering the requirements of that particular task order. The rates utilized by the Contractor within the formulation of task order proposals shall be consistent with the rates established within Contractor's master services contract. In support of each task order, IEUA anticipates soliciting proposals from all firms which received master contracts under this program.

**PROPOSAL TURNAROUND TIME:** For routine task order projects, proposing firms will be requested to submit their price proposals within no less than one week (minimum) from issuance of the IEUA's task order solicitation. However, if emergency conditions warrant, the IEUA reserves the right to require proposals on an expedited basis.

**TASK ORDER AWARD DECISION:** Upon review of the submitted task order proposals, IEUA anticipates awarding a given task order to the firm offering the least expensive total price in conjunction with the shortest lead time proposed for project completion. All else being equal, task order awards will be released to the lowest price competitive bidder.

**STATEMENT OF WORK:** Descriptions of the types of projects/services anticipated to be handled as task order releases under the contemplated master contracts appear below.

<b>PROJECT DESCRIPTION / SCOPE OF WORK</b>
<i>The general scope of work includes: maintenance or repair of (tile, asphalt shingle, plastic composite, or metal) roof systems.</i>
<b>PROJECT LOCATION</b>
<i>Various locations - Ontario, Chino, Rancho Cucamonga</i>
<b>OTHER INFORMATION</b>
<i>Contractor shall adhere to/comply with all applicable OSHA and IEUA safety standards and personal protective equipment (PPE) requirements throughout performance against this contract.</i>

SECTION 4 – FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial two year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and disclosed.

Proposed Rate Schedule:

Journey-Level Roof Professional (On-Site Hourly Rate) : \$ \_\_\_\_\_

Other applicable job titles & hourly rates (if) offered:

Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: \_\_\_\_\_%

Mobilization/Demobilization of roofing service truck (includes mileage charges): \$ \_\_\_\_\_ /day

Daily rate for provision/use of specialized equipment: \$ \_\_\_\_\_ / day

PROPOSAL SIGNATURE: THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

Offeror's Signature \_\_\_\_\_ Company Name \_\_\_\_\_
Printed Name \_\_\_\_\_ Contractor's CSLB License Number \_\_\_\_\_
Title \_\_\_\_\_ Date \_\_\_\_\_

## SECTION 4 – FORMS

### OFFEROR IDENTIFICATION FORM

1. Legal name of Offeror: \_\_\_\_\_  
\_\_\_\_\_
2. Offeror's Street Address: \_\_\_\_\_  
\_\_\_\_\_
3. Offeror's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
4. Offeror's Business Telephone: \_\_\_\_\_
5. Offeror's Fax Telephone: \_\_\_\_\_
6. Offeror's E-mail Address: \_\_\_\_\_
7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Offeror Federal Tax Identification Number: \_\_\_\_\_
10. Offeror State of California Contractor's License Number: \_\_\_\_\_
11. Offeror's State of California Department of Industrial Relations - Public Works Contractor Registration #: \_\_\_\_\_
12. Offeror's Project Manager: \_\_\_\_\_
13. Project Manager's E-mail Address: \_\_\_\_\_
14. Project Manager's Cell Phone No. : \_\_\_\_\_

**SECTION 4 – FORMS**

**SUBCONTRACTORS**

**NOTE:** This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>

**REFERENCES**

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>

## SECTION 4 – FORMS

### WORKERS' COMPENSATION CERTIFICATE

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

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

\_\_\_\_\_  
Offeror's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**SECTION 4 – FORMS**

**NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL**

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

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business License Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# SECTION 4 – FORMS

## EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**None**" after item number one. *(Make additional copies of this form as necessary)*

1. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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2. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
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5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

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## SECTION 4 - FORMS

### WAIVER / RELEASE OF LIABILITY

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

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

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

By:

\_\_\_\_\_  
Representative's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attachment A**

**Sample Contract**



**MASTER SERVICES CONTRACT NUMBER: 460000XXXX**  
**FOR PROVISION OF**  
**ROOFING CONTRACTOR SERVICES**

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Inland Empire Utilities Agency, a municipal water district, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "IEUA") and XXXXXXXXXXXX with offices located in XXXXXXXXXXXX, California (hereinafter referred to as "Contractor"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

**RECITALS**

Whereas the IEUA anticipates future need(s) to retain the services of the Contractor to provide electrician services on an "as needed" Task Order assignment basis;

Whereas the Contractor is willing to undertake performance of such Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
  1. Amendments to Task Order releases under this Master Services Contract.
  2. Task Order releases under this Master Services Contract.
  2. Amendments to this Master Services Contract No. 460000XXXX
  3. Master Services Contract Number 46XXXXXXXX
  4. Exhibit A – Contractor's Schedule of Rates.
  5. IEUA's Request for Proposal Number RFP-HD-16-002
  6. Contractor's Proposal dated XXXXXXXX XX, 2016.
  
2. **SCOPE OF WORK AND SERVICES:** The Contractor shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Contractor shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

**Ordering Provisions and Understandings:**

**Negotiation of Task Orders:** IEUA and Contractor each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the

various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within Exhibit A – Schedule of Rates.

**Task Order Price:** A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order. Any Task Order issued, that exceed a value of \$25,000 shall require bonding.

**Task Order Format:** Each Task Order issued under this Master Services Contract will be of similar form to the Example Task Order that is included herein as Exhibit B – Sample Task Order.

**Task Order Assignment Method:**

- a. As the need for work arises, specific Statements of Work will be forwarded to all Contractors in possession of master services contracts for purposes of competitive proposal formulation. If the Contractor desires to propose for award of the work, the Contractor shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the IEUA, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed price (or not-to-exceed price for time & materials task order), and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the Contractor may then begin performance of the Work provided for under the executed Task Order.
  - b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Master Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
  - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extend as if it were being completed within the Contract's term.
  - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. **TERM OF CONTRACT AND OPTIONS:** The initial term of this Contract shall extend from the date of the contract execution and terminate five years thereafter. Additionally, upon both Parties reaching mutual agreement as to (any/all) revised billing rates, this Contract may be extended, in twelve month increments, for an additional period not-to-exceed 24 months; resulting in a potential total Contract term of seven years. In the event the IEUA desires to exercise the Contract extension option(s) provided for in this Section, the IEUA shall provide written notice to the Supplier, prior to the expiration of the original Contract term. If such option is exercised, the rates established within original Exhibit A shall cease to be effective as of the first day of the "option" term.
4. **SCHEDULE:** The Contractor shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. **INVOICING, PAYMENT DISCOUNT & PAYMENT:** Throughout the term of this Contract, Contractor's invoices issued in conjunction with "time and materials" Task Orders may be submitted on a monthly basis and shall be calculated in accordance with the labor and expense rates specified

milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order. IEUA shall pay the full/approved invoice amount 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 or the associated Task Order, until such service is revised, the invoice resubmitted and accepted by the Project Manager. Contractor's invoices shall include reference to "Contract Number 4600000XXX" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address, with a copy of each invoice forwarded concurrently to the IEUA's assigned Project Manager for the given task order:

Inland Empire Utilities Agency  
Attn: Accounts Payable Department  
P.O. Box 9020  
Chino Hills, CA 91709

OR alternatively, invoices may be submitted via e-mail addressed to:

APGroup@ieua.org

6. **COMPENSATION AND CHANGES:** As compensation for the Work satisfactorily performed against Task Order releases under this Contract, IEUA shall pay Contractor in accordance with Contractor's approved rate schedule, Exhibit A, for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the IEUA's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.
7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Task Order-specified Work Schedule. 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 for consideration by the Project Manager.
8. **FITNESS FOR DUTY:**
  - A. **Fitness:** Contractor's 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 IEUA.
9. **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 CG 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 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 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 IEUA. At the option of the IEUA, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the IEUA, 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 IEUA, its officers, officials, employees and volunteers are to be covered as insureds, endorsements CG 2010 1185, 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 IEUA, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 87 are issued in place of the CG 11 85, then it is also necessary to issue a Form CG 2037 10 01 in addition to the 10 93 or 03 97.
- b. The Contractor's insurance coverage shall be primary insurance as respects the IEUA, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the IEUA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the IEUA, 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 IEUA, its officers, officials, employees and volunteers for losses arising from work performed



by the Contractor for the IEUA.

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 first class mail, postage prepaid, has been given to the IEUA.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the IEUA with certificates of insurance and with original endorsements effecting coverage required by the IEUA 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 IEUA before work commences. The IEUA 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: Harlan D. Delzer (Fax # 909-993-1987)  
P.O. Box 9020  
Chino Hills, California 91709

10. 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 IEUA.
- 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 IEUA, 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. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Contractor shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall

not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Contractor shall inquire for each Task Order issued if work is grant funded.

- F. **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 IEUA. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. **Indemnification:** Contractor shall indemnify and hold harmless and defend as permitted by law, the IEUA, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. 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 IEUA and/or Contractor, or any directors, officers, employees, or authorized volunteers of IEUA or Contractor, and damages to or destruction of property of any person, including but not limited to, IEUA 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 IEUA or its directors, officers, employees, or authorized volunteers;
  2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
  3. 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.
- H. **Conflict of Interest:** No official of the IEUA who is authorized in such capacity and on behalf of the IEUA 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:** 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.
- J. **Non-Conforming Work:** Contractor represents that the Work and Documentation shall meet the standard of care of Contractor's profession. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to IEUA, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Contractor by IEUA, or any other person or entity. Contractor shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of IEUA, Contractor shall correct any such error deemed important by IEUA in its sole discretion to IEUA'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 IEUA'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 mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the IEUA Project Manager and the Contractor shall comply, pursuant to the IEUA Project Manager instructions. If the Contractor is not satisfied with any such resolution by the IEUA Project Manager, they may file a written protest with the IEUA Project Manager within seven (7) calendar days after receiving written notice of the IEUA's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the IEUA Project Manager's resolution. The IEUA's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the IEUA 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 IEUA Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
  - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Contractor to be appointed as Mediator. The IEUA shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Mediator.
  - b. In the event that none of the names submitted by Contractor are acceptable to IEUA, or if for any reason the Mediator selected in Step (a) is unable to serve, the IEUA shall submit to Contractor a list of five names of persons acceptable to IEUA for appointment as Mediator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: The IEUA may join the Contractor in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the IEUA's representative to the Contractor.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The IEUA 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 IEUA from the moment of their preparation, and the Contractor shall deliver same to the IEUA whenever requested to do so by the Project Manager and/or IEUA. 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 IEUA. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Contractor.

Notwithstanding any provision to the contrary contained in this Contract, Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Contractor makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Contractor at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the IEUA shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Contractor at no additional cost to the IEUA. Contractor shall not be responsible to maintain documents stored in electronic media format after acceptance by the IEUA. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

12. **PUBLIC RECORDS POLICY:** Information made available to the IEUA may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The IEUA's use and disclosure of its records are governed by this Act. The IEUA 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) IEUA shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If IEUA 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 IEUA from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

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

- A. **Documentation:** Title to the Documentation shall pass to IEUA 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 IEUA or for the performance of Work related to the PROJECT.
- B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to IEUA when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or IEUA-owned equipment of which it has custody.
- C. **Disposition:** Contractor shall dispose of items to which IEUA has title as directed in writing by the Contract Administrator and/or IEUA.

14. **PROPRIETARY RIGHTS:**

A. Rights and Ownership: IEUA'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 IEUA, and Contractor shall cooperate with all appropriate requests to assign and transfer same to IEUA.
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 IEUA to have complete enjoyment of the Work or Documentation, Contractor shall grant to IEUA a non-exclusive, irrevocable, royalty-free license, as may be required by IEUA 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 IEUA, all necessary licenses regarding such Proprietary Rights so as to allow IEUA 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 IEUA.

B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by IEUA 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.

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

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

Contractor: XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

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 IEUA, 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 IEUA; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the IEUA shall be null, void and of no legal effect whatsoever.
18. **RIGHT TO AUDIT:** The IEUA reserves the right to review and/or audit all Contractors' records related to the work assigned by subsequent Task Orders. 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 IEUA.
19. **INTEGRATION:** The Contract Documents represent the entire agreement of the IEUA 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 IEUA and the Contractor.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The IEUA reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Contractor. In the event of such termination, the IEUA shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
22. **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.
23. **CHANGES:** The IEUA may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the IEUA and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Contractor.

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

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

**XXXXXXXXXXXXXXXXXXXXX:**

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXXX (Date)  
(Title)

**EXHIBIT A**  
**CONTRACTOR'S**  
**SCHEDULE OF RATES**  
(to be inserted here)

EXHIBIT B

SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Contractor: XXXXXXXXXXXX

Contract Number: XXXXXXXX

Project / Task Description : XXX

I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with IEUA Project No. XXXXXXXX .

IEUA and the Contractor previously entered into Contract No. XXXXXXXX. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

- 1. SCOPE OF WORK: The Contractor shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
- 2. PERIOD OF PERFORMANCE: XXXXXXX through XXXXXXX.
- 3. COMPENSATION: Authorized total payments to the Contractor for performance of this time and materials Task Order shall not-to-exceed \$ XXXXXXX ... (or for firm, fixed price Task Orders) ... shall sum to a firm fixed price of \$ XXXXXXX.
- 4. ASSIGNED PERSONNEL: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

IEUA Project Manager Assignment: All technical direction related to this Task Order shall come from the designated Project Manager. Details of the IEUA's assignment are listed below:

Project Manager: XXXXXXXXXXXXXXX  
 Address: XXXXXXXXXXXXXXX  
 XXXXXXXXXXXXXXX  
 Telephone: (909) 993-XXXX  
 Email: [XXXXXXXX@IEUA.org](mailto:XXXXXXXX@IEUA.org)

Contractor Project Manager Assignment: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:



Contractor: XXXXXXXXXXXXXXXXXXXX  
Project Manager: XXXXXXXXXXXXXXXXXXXX  
Address: XXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXX  
Telephone: XXXXXXXXXXXXXXXXXXXX  
Facsimile: XXXXXXXXXXXXXXXXXXXX  
Email: XXXXXXXXXXXXXXXXXXXX

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

**Inland Empire Regional  
Composting Authority:**

**XXXXXXXXXXXXXXXXXXXX:**

\_\_\_\_\_  
Manager of Contracts/Procurement  
and Facility Services

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment B**

### **Bond Requirements**

## BOND REQUIREMENTS FOR CONSTRUCTION CONTRACTS

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE BONDING REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE CONTRACTOR CONFER WITH THEIR RESPECTIVE BROKERS TO DETERMINE, IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF THE BONDS AS PRESCRIBED AND PROVIDED FOR HEREIN. IF AN APPARANT LOW CONTRACTOR FAILS TO COMPLY STRICTLY WITH THE BONDING REQUIREMENTS, THAT CONTRACTOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### A. BID SECURITY

1. All bids *priced at \$25,000 or more* shall be accompanied by:
  - A. Cash, or
  - B. Certified check payable to Inland Empire Utilities Agency, or
  - C. A cashier's check payable to Inland Empire Utilities Agency, or
  - D. A bid bond, on the forms furnished herewith in an amount equal to at least ten (10) percent of the bidder's bid, payable without condition to the Agency as a guarantee that the Bidder, if awarded the Contract, will promptly execute the contract in accordance with the executed bid and other bid forms in the manner, and as required, by the bidding documents, and will furnish the specified bonds and certificates of insurance to the Agency.

### B. HOLDING OF THE BID SECURITIES

1. The bid securities of the three (3) lowest bidders will be held by the Agency until satisfactory bonds and verification of insurance are furnished by the successful bidder and the successful bidder signs the contract or until other disposition thereof is made by the Agency.
2. The bid securities of the bidders, other than the three (3) lowest bidders, will be returned within ten (10) working days after the canvass of the bids is completed by the Agency.

### C. PERFORMANCE BOND (Applicable only if Total Project Price exceeds \$25,000)

1. Within fourteen days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a performance bond in an amount equal to one hundred (100) percent of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects.

2. The performance bond shall be effective through the one (1) year warranty period.

**D. PAYMENT BOND (MATERIAL AND LABOR BOND) (Applicable only if Total Project Price exceeds \$25,000)**

1. Within 14 days after execution of the Contract by the Agency, the successful bidder shall file with the Agency, on the forms furnished herewith, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

**E. UNSATISFACTORY SURETIES**

1. Should any Surety, at any time, be deemed unsatisfactory by the Agency, notice will be given the Contractor to that effect. No further payments shall be deemed due, or will be made under the contract until a new Surety shall qualify and be accepted by the Agency.

**F. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY**

1. Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

**G. INSUFFICIENCY OF THE BONDS**

1. Should any bond(s) required under this section become insufficient, the contractor shall renew the bond(s) within ten (10) calendar days after receiving notice from the Agency of the bond's insufficiency.

**H. PROCUREMENT OF BONDS**

1. All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of The United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", current on the date of the Notice of Award.
2. All bonds required pursuant to this section shall be secured from a surety company satisfactory to the Agency.

**I. TERM OF REQUIRED BONDS**

1. Except as provided otherwise in this section all bonds shall be maintained in full force and in effect for a period of sixty (60) days after completion and acceptance of the work by the Agency.

**J. ATTORNEY-IN-FACT**

1. The Attorney-in-Fact (Resident Agent) who executes the bonds on behalf of the surety company shall attach a notarized copy of their power-of-attorney as evidence of their authority to bond the Surety Company on the date of execution of the bonds.

**K. HOW BONDS ARE TO BE PAYABLE**

1. All bonds shall be made payable to the Inland Empire Utilities Agency.

**L. SIGNATURES REQUIRED ON BONDS**

1. Each bond required under this section shall incorporate, by reference, the contract and be signed by both the Bidder and Surety.
2. The signature of the authorized agent of the Surety and the Contractor shall be notarized.

**M. COST OF BOND ACQUISITION**

1. The Bidder shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the bonds.
2. The costs to secure all bonds required under this section shall be included in the Contractor's bid.

Bond Number \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as  
Principal

and \_\_\_\_\_, as  
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of \_\_\_\_\_ dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Principal (print name)

By: \_\_\_\_\_  
Signature

(Corporate Seal)

Bond Number \_\_\_\_\_

**SECOND PAGE OF BID BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety agent (print name)

By \_\_\_\_\_  
Signature

(Surety Seal)

Surety address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

Bond Number \_\_\_\_\_

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on \_\_\_\_\_ hereinafter designated as the "Principal," a Contract for the construction of:

**WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:**

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Owner the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Bond Number \_\_\_\_\_



SECOND PAGE OF PAYMENT BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PAYMENT BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF  
SURETY BELOW**

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency," has, on \_\_\_\_\_, awarded to \_\_\_\_\_, hereinafter designated as the "Principal," the Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Agency the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner and Engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number \_\_\_\_\_

## SECOND PAGE OF PERFORMANCE BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal (print name)

\_\_\_\_\_  
Signature for Principal

(Corporate Seal)

Bond Number \_\_\_\_\_

**THIRD PAGE OF PERFORMANCE BOND**

Bidding Schedule(s) titled:

\_\_\_\_\_  
Surety (print name)

\_\_\_\_\_  
Signature for Surety

(Surety Seal)

Surety address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT  
OF SURETY BELOW**

**Addendum #1 to RFP-HD-16-002**  
**FOR**  
**MASTER CONTRACT COVERING**  
**PROVISION OF**  
**ROOFING CONTRACTOR SERVICES**

1. The third page of the RFP packet (annotated Section 1-1) is the same as the fourth page (annotated Section 2-1). That is an error.
2. The correct **Section 1-1 SUBMITTAL INFORMATION** is attached.
3. Please replace the existing Section 1-1 with the revised document.

## SECTION 1 – SUBMITTAL INFORMATION

A. **INTRODUCTION:** The Inland Empire Utilities Agency (hereafter "IEUA") invites submittal of proposals for contractor provision of "as-needed" roofing services supporting the Inland Empire Utilities Agency (IEUA) during the five-year period starting approximately March 16, 2016 through March 31, 2021. Additionally, within each contract subsequently awarded (three separate master contract awards are anticipated), the IEUA desires to establish two follow-on options. Each optional contract extension would cover an additional (separate) one-year subsequent period (anticipated April 1, 2021, through March 31, 2022, and then April 1, 2022, through March 31, 2023). The awarded Master Contracts will be task-order based. The three firms selected for receipt of Master Contracts will be bidding against each other based on the individual task-order's statement of work which will be subsequently solicited; as requirements for roofing contractor services arise over time.

B. **SUBMITTAL CLOSING DATE AND TIME:** Proposals **will not** be accepted after the closing date and time indicated below:

**PROPOSAL DUE DATE AND TIME: February 11, 2016 at 4:00 p.m.**

C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to:

Harlan D. Delzer, Contract Administrator  
Phone (909) 993-1707  
E-mail: hdelzer@ieua.org

D. **PROPOSAL SUBMITTAL INSTRUCTIONS:** Offerors shall submit their responsive proposal documents (see Section 2.E) prior to the submittal closing date and time shown above:

Delivered to: Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Mailed to: Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, CA 91709

# Attachment B



SECTION 4 – FORMS

PROPOSAL RATE SCHEDULE

Offeror shall complete this Proposal Rate Schedule and return it with their proposal submittal. All proposed rates shall be "fully-burdened", firm & fixed for the entire initial two year duration of the anticipated master contract, and valid for acceptance through 3/31/2019. At any time, IEUA may require that the components of Offeror's fully-burdened rates be itemized and disclosed.

Proposed Rate Schedule:

Journey-Level Roof Professional (On-Site Hourly Rate) : \$ 116.30

Other applicable job titles & hourly rates (if) offered:

Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_  
Job title: \_\_\_\_\_ Hourly rate: \_\_\_\_\_

Proposed mark-up % to be added above actual costs for Contractor-provided parts & materials: 15 %

Mobilization/Demobilization of roofing service truck (includes mileage charges): \$ 385 /day

Daily rate for provision/use of specialized equipment: \$ 600 / day

**PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE IEUA WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO EXECUTE A CONTRACT OF SIMILAR FOR TO THAT DISPLAYED UNDER ATTACHMENT A.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

[Signature] \_\_\_\_\_ Rite-Way Roof Corporation \_\_\_\_\_  
Offeror's Signature Company Name  
Jeff Hughes \_\_\_\_\_ 661941 \_\_\_\_\_  
Printed Name Contractor's CSLB License Number  
President \_\_\_\_\_ 2/11/16 \_\_\_\_\_  
Title Date

SECTION 4 - FORMS

OFFEROR IDENTIFICATION FORM

1. Legal name of Offeror: Rite-Way Roof Corporation
2. Offeror's Street Address: 15425 Arrow Route  
Fontana, Ca 92335
3. Offeror's Mailing Address: same as above
4. Offeror's Business Telephone: 909-350-8490
5. Offeror's Fax Telephone: 909-350-8477
6. Offeror's E-mail Address: jeff@ritewayroofing.com
7. Type of Firm:  
 Sole Proprietor    Partnership    Corporation   Other  
If corporation, indicate State where incorporated:
8. Business License No. issued by the city where Offeror's principal place of business is located.  
Number: 033959   Issuing City: City of Fontana
9. Offeror Federal Tax Identification Number: 33-0978921
10. Offeror State of California Contractor's License Number: 661941
11. Offeror's State of California Department of Industrial Relations - Public Works Contractor Registration #: 1000001946
12. Offeror's Project Manager: Jeff Hughes
13. Project Manager's E-mail Address: jeff@ritewayroofing.com
14. Project Manager's Cell Phone No. : 951-203-7149

SECTION 4 – FORMS

SUBCONTRACTORS

NOTE: This section is not applicable / not required in support of this solicitation. Subcontractor information will be required, if needed to support any Task Order Proposals.

<u>COMPANY</u>	<u>ADDRESS</u>	<u>BUSINESS LICENSE NO.</u>	<u>AREA OF EXPERTISE</u>
n/a			

REFERENCES

<u>COMPANY</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.</u>	<u>CONTACT</u>
City of Victorville	14343 Civic Center	760-952-5079	John Mendola
Metropolitan Water District	Victorville, Ca 700 N. Alameda	213-217-6665	Don Slider
	Please See Attached		

## References List

NAME	PROJECT	OWNER'S ADDRESS	CONTACT	PHONE	PRICE	DATE
City of Victorville	Re-roof Main Library	14343 Civic Dr Victorville, Ca 92392	John Mendiola	760-955-5079	\$150,712.00	5/12/2015
Metropolitan Water District of LA	Perris Pressure Control Plant	700 N Alameda St Los Angeles, Ca 90012	Don Slider	213.217.6665	\$71,194.00	11/13/2014
New Dynasty Construction	Family Resource Center	3002 Dow Ave Tustin, Ca 92335	Rani Arce	909-502-6400	\$31,104.00	9/22/2014
New Creation Builders	Deforest Handball Court	17809 Clark Ave Bellflower, Ca 90706	Heidi Park	562-804-0478	\$55,485.00	9/10/2014
City of Hemet	Re-roof Covell Building	445 E Florida Ave Hemet, Ca 92543	Steve Wolny	951-765-3710	\$26,235.00	8/29/2014
DRP National, Inc	Lankershim Depot Rehab Project	216 S Citrus St #350 West Covina, Ca 91791	Bert nystrom	(626) 859-1088	\$35,068.00	8/15/2014
Riverside USD	New Roof at Liberty Elementary School	3070 Washington St Riverside, Ca 92504	Ken Sharum	951-788-7496	\$70,015.00	8/18/2014
Riverside USD	Re-roof Various Sites	3070 Washington St Riverside, Ca 92504	Ken Sharum	951 788-7496	\$378,075.00	8/7/2014
Pub Construction	Re-roof Theo Lacy Facility	23441 Golden Springs Dr #104 Diamond Barn, Ca 91765	Jackie Yi	909-455-0187 ext.	\$139,029.00	7/30/2014
Snowline Joint Unified School Dist.	Re-roof Serrano High School & Chaparral HS	101 Stadium Way Phelan, Ca 92329	Karen Stevens	760-868-2535	\$49,488.00	7/26/2014
Newport-mesa USD	Re-roof Rea Elementary School	2985 Bear St Costa Mesa, Ca 92626	Norm Chapman	714-424-7539	\$69,520.00	7/18/2014
City of Victorville	Re-roof Police Dept and Community Bldg	14343 Civic Dr Victorville, Ca 92392	John Mendiola	760-955-5079	\$108,014.00	6/20/2014
County of Sanitation Districts of LA	Re-roof Primary Air Compressor Building	1955 Workman Mill Rd., Whittier, CA 90601	Gary Brooks	310-830-2400 x 5253	\$45,197.00	4/30/2014
Exbon Development, Inc	Bayshore Library Re-roof	13831 Newhope St Garden Grove, Ca 92843	Hee Yang	714-539-2222	\$150,124.11	3/3/2014
City of Fontana	Re-roof Don Day Community Center	8353 Sierra Ave Fontana, Ca 92335	Luis Villalobos	909-350-6776	\$80,878.00	1/21/2014
Rossetti Construction	Cucamonga School District Office Remodel	1245 South Grove Ave Ontario, Ca 91761	Mauro Rossetti	909-947-3883	\$177,161.00	12/16/2013
Cal State Los Angeles	Re-roof Simpson Tower	5151 University Dr Los Angeles, Ca 90032	Thomas Johnson	323-343-3488	\$169,910.00	10/25/2013
Victor Elementary School District	New District Office Tenenat Improvements	15579 8th St Victorville, Ca 92395	Keri Grove	(760) 245-1691	\$158,986.00	10/1/2013
Anning Johnson	Universal Studios Hollywood	13250 Temple Ave Industry, Ca 91746	Rob Males	626-369-7131 m	\$59,778.00	8/17/2013
Riverside Unified School District	Re-roof Various Sites	3070 Washington St Riverside, Ca 92504	Ken Sharum	951 788-7496	\$242,120.00	8/19/2013
West Covina Unified School District	Re-roofing at Edwood MS & Merlinda ES	1717 West Merced Ave West Covina, Ca 91790	David Larkin	626-939-4600	\$116,752.00	7/30/2013
City of Chino	Re-roof Community Building	13220 Central Avenue Chino, Ca 91710	Carol Baltzer	(909) 334-3401	\$83,276.00	5/30/2013
Banyan Group Conctruction	Honda Center Expansion Project	2027 Border Ave Torrance, Ca 90501	George Mcguire	310-328-2002	\$45,000.00	4/25/2013
US Bank	Re-roof US Bank Los Alamitos	Chino, CA 91710	Ken Johnson	949-798-4485	\$198,576.00	2/5/2013
County of Riverside	Re-roof Fire Station #16	210 W San Jacinto Ave Perris, Ca	Debra Macias	951-940-6336	\$36,433.52	1/9/2013
County of San Bernardino	Re-roof Calico Ghost Town Print Shop	385 N Arrowhead Ave 3rd Floor San Bernardino, Ca 92415	Larry Herkelrath	909-387-5000	\$61,940.00	12/12/2012
Cal State Los Angeles	Installed New Roof at Luckman Theatre	5151 University Dr Los Angeles, Ca 90032	Thomas Johnson	323-343-3488	\$34,520.00	10/19/2012
Cal State San Bernardino	Re-roof West Racquetball Roof	55500 University Parkway San Bernardino, Ca 92407	Rich Hebert	909-537-7200	\$46,018.02	9/25/2012

SECTION 4 – FORMS

WORKERS' COMPENSATION CERTIFICATE

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

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

  
\_\_\_\_\_  
Offeror's Signature

Jeff Hughes  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

Rite-Way Roof Corporation  
\_\_\_\_\_  
Company Name

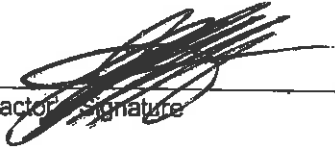
661941  
\_\_\_\_\_  
Business License Number

2/10/16  
\_\_\_\_\_  
Date

SECTION 4 – FORMS

NON-COLLUSION STATEMENT TO BE EXECUTED  
BY OFFEROR AND SUBMITTED WITH PROPOSAL

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

  
Contractor Signature

Rite-Way Roof Corporation  
Company Name

Jeff Hughes  
Printed Name

66941  
Business License Number

President  
Title

2/17/16  
Date

SECTION 4 – FORMS

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. **THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "None" after item number one. (Make additional copies of this form as necessary)

1. Page Number: 4-1 Section Title: Proposal Title  
Paragraph Number: Exception Taken: \_\_\_\_\_  
hourly rate on proposal is for straight time regular  
hours

2. Page Number: 4-1 Section Title: Proposal Title  
Paragraph Number: Exception Taken: \_\_\_\_\_  
Specialized equipment does not include crane  
charges which are billed by the hour

3. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

4. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

5. Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: Exception Taken: \_\_\_\_\_

## SECTION 4 - FORMS

### WAIVER / RELEASE OF LIABILITY

I, the undersigned, on behalf of Rite Way Roof Corporation (hereinafter referred to as Contractor), fully understand that the storage or leaving of any and all Contractor owned equipment, materials, and supplies at the IEUA's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contract owned equipment, materials, and supplies at the IEUA's facilities, Contractor agrees to assume any and all such risks.

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

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

By:

  
\_\_\_\_\_  
Representative's signature

2/11/16  
\_\_\_\_\_  
Date

Jeff Hughes  
\_\_\_\_\_  
Print Name

President  
\_\_\_\_\_  
Title







# CERTIFICATE OF LIABILITY INSURANCE

RITEW-1

OP ID: DA

DATE (MM/DD/YYYY)

06/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lange & Associates Ins. Agency License #0E02042 7255 Winnetka Ave., #109 Winnetka, CA 91306 Jonathan Lange	<b>CONTACT NAME:</b> Doreen Adelman <b>PHONE (A/C, No, Ext):</b> 818-886-6800 <b>E-MAIL ADDRESS:</b> Dadelman@langeins.com <b>FAX (A/C, No):</b> 818-886-8659												
	<b>INSURER(S) AFFORDING COVERAGE</b>												
<b>INSURED</b> Rite Way Roof Corp. Jeff Hughes Jeff Hughes 15425 Arrow Route Fontana, CA 92335	<table border="1"> <tr> <td>INSURER A : Ironshore Insurance Co</td> <td>NAIC # 25445</td> </tr> <tr> <td>INSURER B : Allied/Nationwide Insurance</td> <td>10127</td> </tr> <tr> <td>INSURER C : National Union Fire Ins.</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Ironshore Insurance Co	NAIC # 25445	INSURER B : Allied/Nationwide Insurance	10127	INSURER C : National Union Fire Ins.		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Ironshore Insurance Co	NAIC # 25445												
INSURER B : Allied/Nationwide Insurance	10127												
INSURER C : National Union Fire Ins.													
INSURER D :													
INSURER E :													
INSURER F :													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	BLBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RCS00136-01	04/27/2015	04/27/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> \$2000 Comp <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$2000 Cop			ACP BA 7826077771	05/19/2015	05/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			BE033098406	04/27/2015	04/27/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 CrisisRes \$ 250,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	STATE FUND THROUGH ANOTHER BROKER			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE ONLY POLICY INCLUDES Additional insured on General Liability including Primary - Non Contributory wording per CG2010 0704 & CG2037 0704 w/Waiver per CG2404 0509 per written contract on file with named insured and Additional insured on Auto Liability Per form CA2048 02-99 \*Cancellation is 30 days except for Non-Pay which is 10 days - REVISED FOR AUTO RENTL

**CERTIFICATE HOLDER****CANCELLATION****OFFICEC**

Office Copy Certificate  
 For Proof of Insurance  
 and BID Purposes only  
 Void if altered in any way

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ACTION  
ITEM**


**2E**

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

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### **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.



**CONTRACT NO. 4600002068**

**MIDGE FLY SAMPLING AND CONTROL INVESTIGATION SERVICES**

This Contract is entered into as of this 16<sup>th</sup> 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](mailto: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

# Midge Fly Sampling and Control Investigation

March 2016



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

Jeff Noeite

Manager of Technical Services

# Background

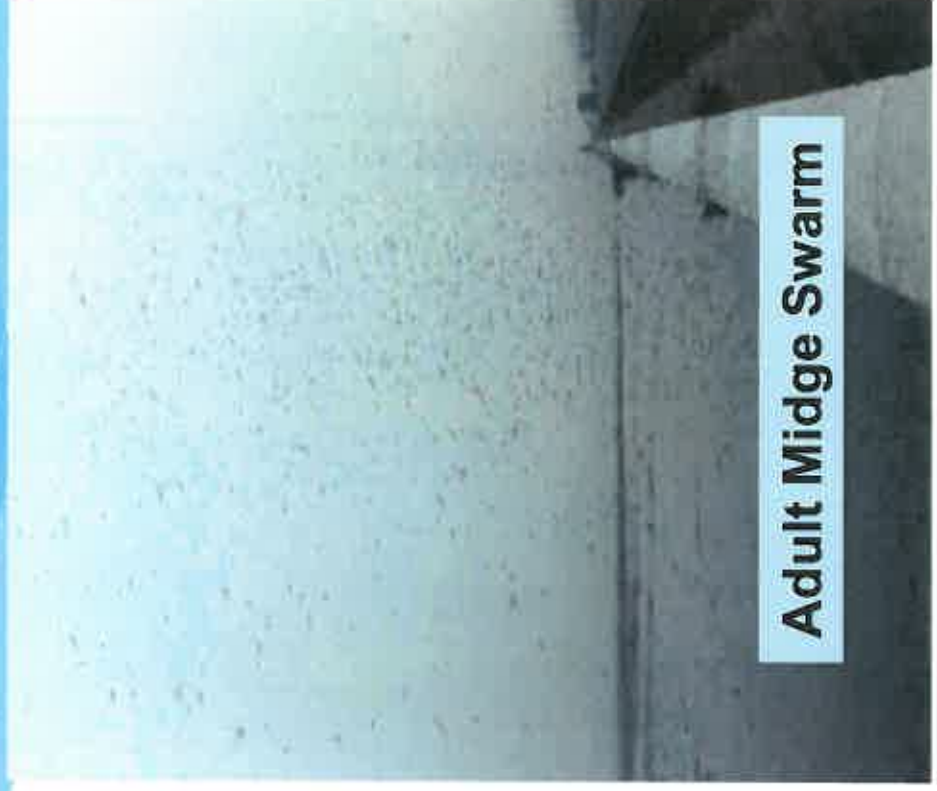
- \* Midge flies resemble mosquitoes but do not bite or transmit disease
- \* Found wherever moist sediment/soil is present
- \* Swarming adults can be a nuisance



# 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?**


**ACTION  
ITEM**


**2F**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/09/16)  
Finance, Legal, and Administration Committee (03/09/16)

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: Residential Education, Survey, and Controller Upgrade Program

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Award a 15-month contract to ConServ Construction, Inc., for a not-to-exceed amount of \$300,000 to implement the Program; and
2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

The Agency currently offers the “Residential Landscape Retrofit Program” (RLRP) which saves water through residential landscape evaluations and retrofits of landscape irrigation control devices for large residential landscape customers (lot sizes of one-quarter acre or larger). The program has been administered by ConServ Construction, Inc. (ConServ) on behalf of the Agency since 2012. The new Residential Education, Survey, and Controller Upgrade Program (program) would be an expansion of the existing program offering educational training, landscape surveys, and controller upgrades to weather-based systems for homeowners who reside on lot sizes smaller than 10,000 square feet. The program is anticipated to reach a minimum of 300 residential customers region-wide over the next year. The program is projected to save 400 acre-feet over the life of the devices.

Since the RLRP originally began in 2011, the Agency has received overwhelmingly positive responses from both the member agencies and its customers. As the State moves into its fifth

possible year of drought and with turf removal rebate programs winding down or becoming obsolete, staff and the member agencies have collaborated on other programming options that will continue to support regional demand reduction while increasing water efficiency. This program will focus on the high water user demographic within the small residential landscape sector, where a rebate alone would not persuade the customer to make a change. The program will promote an improved understanding of landscape irrigation control technologies while ensuring more efficient scheduling and operation of automated irrigation systems through education, landscape surveys, and smart controller technology upgrades.

High water use customers will be identified through their participating retail member agency and will be required to attend an in-person irrigation technology training session as Step 1 in the process. Customers who attend the training session will then be pre-qualified for program participation. Step 2 in the process will be to schedule appointments with pre-qualified participants and provide a landscape survey that will identify any deficiencies within the existing irrigation system, develop improved efficiency recommendations, and employ any corrections required to maximize water efficiency with the new upgraded model. Once the survey has been completed and reviewed with the participant, the new smart technology will be installed as Step 3. Participants will receive a one-year warranty on installation as well as customer support services.

The Agency currently offers a comprehensive portfolio of water efficiency programs that includes landscape audits, regional education, rebates and direct installation programs for residential and commercial customers.

ConServ has provided exceptional program management, customer service, and value-added services that significantly benefit our member agencies, their customers, and the Agency. From the beginning, ConServ has gone above and beyond their contractual obligations by never charging the Agency for a participant site visit where an evaluation was performed but a retrofit was not completed. The Agency's prior contractor charged for this service and the Agency did not receive full site reimbursements. Additionally, ConServ continues to provide service calls and follow-up visits until participants are satisfied with their new products and service without any additional charges to the Agency. ConServ stores the used controllers from the participants, cleans and refurbishes them and then donates working controllers to Habitat for Humanity.

Agency staff competitively solicited proposals for services to administer the RLRP for large landscape customers and awarded the contract to ConServ on July 18, 2012, for a not-to-exceed amount of \$400,000, which was funded 100% by the Bureau of Reclamation and MWD. On July 16, 2014, the Board approved a one-year contract with ConServ, and two-optional one-year contracts for a not-to-exceed amount of \$1,000,000 to continue the grant funded RLRP for large landscape customers. If this new contract is awarded, ConServ's proposed fee schedule will be aligned with their existing rate schedule for the large landscape program and minimal rate adjustments submitted on equipment only with no labor increases for the one-year contract term, a best value approach for the Agency and its program customers.

Agency staff believes this program will bring significant and measurable benefit to the region by targeting outdoor water use through the installation of high efficiency irrigation system

components. The Agency's eight member agencies have evaluated the program and support staff's recommendation.

With the extension of the State mandated Emergency Water Conservation Regulation and to provide continued support to the Agency's members in meeting their water reduction targets, Staff recommends awarding a single source contract to ConServ in the amount of \$300,000. If approved, the proposed project would be funded by revenue collected through the Agency's Drought Charge approved by the Board in FY 2014/15.

This program is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by promoting water use efficiency and education to enhance water supplies within the region and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

### **PRIOR BOARD ACTION**

On July 16, 2014, the Board approved a one-year contract for the Regional Residential Landscape Surveys and Retrofit Program to ConServ Construction, Inc., for \$400,000 with two optional one-year extensions for a not-to-exceed amount of \$1,000,000.

On July 18, 2012, the Board approved a two-year contract for the Regional Residential Landscape Surveys and Retrofit Program to ConServ Construction Inc., for a not-to-exceed amount of \$400,000.

### **IMPACT ON BUDGET**

The budget for the contract amount is included in the FY 2015/16 Water Conservation Program within the Water Resources Fund.

Attachments: Contract with ConServ Construction, Inc.

# Residential Education, Surveys, & Controller Upgrade Program



***Inland Empire Utilities Agency***  
**A MUNICIPAL WATER DISTRICT**

**Lisa Morgan-Perales**

IEUA Board of Directors Meeting  
March 2016



# Existing Large Landscape Program Residential Landscape Retrofit Program

- FY 12/13 – December 2015
  - Upgrades Completed: 1,099
  - Smart Controllers Installed: 1,030
  - HE Sprinkler Nozzles Installed: 19,447
  - Annual/Lifetime Water Savings: 684 AFY/5,096 AF
- Expand Existing Program to Small Landscape Customers



# Residential Controller Upgrade

- 300 Residential Small Landscape Controller Upgrades  
(Less than 10,000 Sq. Ft.)

1. Mandatory Training Class Required
2. Landscape Survey – Improve Water Efficiency
3. Controller Upgrade – Weather-Based System

- Program Budget \$300,000
- Lifetime Est. Water Savings: 400 Acre-Feet





# Residential Controller Upgrade (Historical Actions)

- Competitive solicitation for large landscape retrofit services - 2012
- Board awarded contract to ConServ Construction – July 2012 (\$400,000)
- Board awarded contract to ConServ Construction – July 2014 (\$1,000,000)



# Residential Controller Upgrade (New Proposed Program)

- ConServ Construction provides similar program services
- Provides exceptional program services
- Provides value-added program benefits at no additional cost
- Provides a best value approach for the Agency and its program customers
- Member Agencies Support Program and Contractor
- New fee schedule aligned with existing rates for large landscape program - minimal rate adjustments (Equipment Only)





## Recommendation

Award a 15-month contract to ConSery Construction, Inc. to implement the new Program for a “not to exceed” amount of \$300,000.

Consistent with the *Agency’s business goal of increasing Water Reliability* by promoting water use efficiency and education to enhance water supplies within the region, and meeting the region’s need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.



**CONTRACT NUMBER 460002050  
FOR  
RESIDENTIAL EDUCATION, SURVEY, AND CONTROLLER UPGRADE  
PROGRAM 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 ConServ Construction, Inc., of Murrieta, California, (hereinafter referred to as "Contractor"), for Residential Education, Survey, and Controller Upgrade Program Services; providing landscape survey services, property-owner education services, weather-based irrigation controller (WBIC) installation services, on-site customer training services, the distribution of program-related materials, and all of the customer service, as needed, for the success of the Residential Education, Survey, and Controller Upgrade Program.

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

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

Project Manager: Lisa Morgan-Perales  
Address: 6075 Kimball Avenue, Building A  
Chino, California 91708  
Telephone: (909) 993-1520  
Facsimile: (909) 993-9000  
Email: [Lperales@ieua.org](mailto:Lperales@ieua.org)

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

Contractor: Don Holder  
Address: 37204 Sunnygrove Lane  
Murrieta, California 92563  
Telephone: (951) 813-2110  
Facsimile: (877) 493-7954  
Cell: (951) 813-2110  
Email: [dholder@conservinc.net](mailto:dholder@conservinc.net)

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 4600002050.
  - B. Contract Number (4600002050) General Terms and Conditions.
  - C. Contractor's Proposal, dated January 11, 2016, (Attachment A)
  
4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
  - A. Contractor shall coordinate with IEUA staff and member-agency staff to develop an action plan and the schedule for the completion of the scope identified in the Contractor's Proposal (see Attachment A). Project Manager, and member agency staff will review and approve an initial written schedule of work and services. The schedule of work and services (the first deliverable) will be reviewed and amended from time to time during the term of this contract. With this reference, the Contractor's Proposal is incorporated into and made a part of this contract.
  
  - B. Contractor shall carefully adhere to the following directives for the work, tasks, and services being provided under this contract:
    1. For each site assigned to the Contractor, there will be a firm initial limit, for all expenses at a participating site (services and equipment), of \$1000 without a written request from the Contractor and subsequent written approval from the Project Manager, to allow additional activities and associated expenses. If cost for a given site exceeds the initial \$1000, then the Contractor will be responsible for such cost overruns, unless receiving written approval prior to incurring the additional cost.
  
    2. A site survey shall be determined/defined to be "complete" (except for follow-up activities) when:
      - a. The landscape surveys and irrigation system audits are complete; and the property owner is not eligible for or does not want/approve any equipment retrofit.
  
      - b. The landscape surveys and irrigation system audits are complete; and the property is eligible for equipment; controller(s) retrofit; and the installation of equipment has been completed.
  
      - c. The landscape surveys and irrigation system audits are complete; and the property is eligible for equipment, but a new controller(s) is not needed or not wanted; then the survey is complete when the audits are complete. In such cases, the justification for not installing a new controller should be reported.
  
      - e. In all cases, an assigned site will be completed in a straight-forward, workmanlike manner; such that all work, services, and equipment installations are completed during a single visit to the site. Multiple visits to an assigned site, or more precisely, leaving



a site while planning to return another day to complete a task at the site is to be avoided. (Don't start a site unless it can be finished in a single visit.)

- f. Invoices for partially completed sites will not be submitted for payment, and will be rejected if submitted.
  - C. Contractor shall function as the landscape surveyor, the WBIC installer, a nozzle adjuster, a WBIC programmer, and the customer service contact for each site assigned to Contractor.
  - D. When assigned to a given site, Contractor will provide all contract services, at that site, needed to successfully implement the goals of the Residential Education, Survey, and Controller Upgrade Program, in accordance with the Scope of Work within the Contractor's proposal (Attachment A).
  - E. Notwithstanding Paragraph "D" above, Contractor may encounter sites that when initially found to be below the standard for participation in the Residential Education, Survey, and Controller Upgrade Program; could, with a small amount of repair, replacement, or adjustment be made compliant with the minimum standards for the Program. At such sites, the Contractor may, at the Property Owner's request, make such repairs, replacements, or adjustments; provided the Contractor submits a site-specific report that details the additional work, parts and prices thereof, labor and the rates for such labor, thus providing the Project Manager the information to verify that the Contractor provided the needed services at rates consistent with the labor cost in the Contractor's proposal.
  - F. For any residential landscape, initially considered to be a candidate for the Residential Education, Survey, and Controller Upgrade Program, but then does not qualify, or is determined not eligible for a new WBIC or other Residential Education, Survey, and Controller Upgrade Program elements, the Contractor will assist that site owner with a recommended watering schedule for the site; by irrigation system valve, reflecting all of the audit data gathered for each valve zone.
  - G. Through the duration of this contract, the Agency and Contractor may identify additional tasks, which, when identified, shall be reduced to writing, signed by both parties, and amended to this contract.
5. TERM: The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2017, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Contractor's properly executed invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not reasonably meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
- A. The Contract Number – 4600002050, and;
  - B. The Contract Release Purchase Order Number – 45000 \_\_\_\_\_

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

Inland Empire Utilities Agency  
Re: Contract Number: 4600002050  
P.O. Box 9020  
Chino Hills, CA 91709

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

To: [APGroup@ieua.org](mailto:APGroup@ieua.org)

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

Contractor shall provide, with their invoice, certified payroll documentation to verify that Contractor has paid prevailing wage in accordance with the California Department of Industrial Relations requirements.

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

As compensation for the satisfactory performance of the work represented by this Contract, Agency shall pay Contractor's invoices, for the first twelve (12) months, in accordance with the rates proposed in the Contractor's Proposal, Attachment A, dated January 11, 2016. In the event of an optional one-year extension is effected, Contractor's rates may be increased by 2% for the optional one-year extension.

Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$300,000** for all services provided throughout the initial twelve (12) month term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date without an Amendment to the Contract.

Total compensation will be determined by the number of sites assigned to the Contractor and completed during the term of the Contract.

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

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

8. FITNESS FOR DUTY:

Contractor 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.

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

A. Minimum Scope of Insurance:

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

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers.

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

1. General Liability and Automobile Liability Coverage
  - a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsement GL 2010 11 85, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired,



or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85, then it is also necessary to issue a Form CG2037 10 01 in addition to Form CG 2010 10 93 or CG 2010 03 97.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

## 2. Workers' Compensation and Employers Liability Coverage

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

## 3. All Coverages

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

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance, with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized

by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with such existing, at the time services are rendered, laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, in effect at the time the services are performed, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status,

ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

G. Disputes:

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

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, which shall be recoverable by the prevailing party.
  4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents, and assigns in the performance of the work under this contract.

In turn, to the fullest extent permitted by law, Agency shall indemnify Contractor, its directors, employees, and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses which arise out of or are related to the negligence, recklessness, or willful misconduct of the Agency, its directors, employees, agents, and assigns in the performance of the work under this contract.
13. **OWNERSHIP OF WORK MATERIALS:** The Work materials (drawings, specifications, field notes, exhibits, site surveys, site-specific information, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledges that the Contractor's project reports, field data, notes, calculations, estimates, and other similar work materials; are instruments that support the services provided under this Contract, and are not "work products." The Agency understands that the Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all work materials shall remain the property of the Agency.
14. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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

Contractor: Don Holder, Owner  
ConServ Construction, Inc.  
37204 Sunnygrove Lane  
Murrieta, California 92563

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

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

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

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

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

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

**INLAND EMPIRE UTILITIES AGENCY:**

**CONSERV CONSTRUCTION, INC.:**

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

(Date)

\_\_\_\_\_  
  
Don Holder  
Owner

\_\_\_\_\_  
2-10-16  
(Date)

# Attachment A





Jan. 11, 2015

**Small Residential Landscape Surveys and Controller Retrofit Program**

**Proposal submitted to:**

Lisa Morgan-Perales  
6075 Kimball Ave. Building A  
Chino, California 91708

Dear Lisa Morgan-Perales:

Thank you for giving ConServ Construction, Inc. the opportunity to submit our proposal for your Small Landscape Service Program. This proposal will be valid for 90 days from submittal date.

**Submitted by:**

**Don Holder**  
**President**  
ConServ Construction, Inc.  
37204 Sunnygrove Ln.  
Murrieta, Ca. 92563  
Office. 951.813.2110  
Fax. 877.493.7954

**Date** 1-11-16

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## **About ConServ Construction Inc.**

ConServ Construction, Inc. is established as a Conservation Company to help implement current and future conservation projects with the utmost importance on customer service, professional installation and thorough administration of customer reports. ConServ Construction, Inc. is licensed (#927834) and bonded through the California State Licensing Board with a 'B' General Contractor License and a 'C-27' Landscaping License.

ConServ Construction, Inc. carries Worker's Compensation Insurance with 2 million/1 million through Preferred American Insurance and Commercial Auto with limits at 1 million.

We enjoy a strong working relationship with your Water District staff, conservation professionals, suppliers and subcontractors that allows us to operate a high volume, efficient business.

As a result of our successful history as a vendor IEUA, and other Water Districts, our staff, ConServ, Inc. is uniquely qualified to implement this program.

ConServ, Inc. offers full-service Irrigation Conservation services to Water Agencies and Private Sector customers. Our Irrigation Program Services include:

- Program administration and web-based reporting
- Material procurement and management
- Program implementation and installation
- Irrigation evaluations (recommendations)
- All vehicles are equipped with product and equipment for immediate response to service calls and training. ConServ Inc. has an experienced team of irrigation professionals that include CIA Certified Auditor and installers certified by all major irrigation manufacturers.

All Labor is performed by professional trained employees.

## Experience and Qualifications

ConServ Inc. team offers a combination of experience that will serve your project well.

We have an exceptional track record with implementation of water conservation programs addressing customer issues, evaluating difficulties in irrigation systems, recognition of a default site; along with following up on customer education.

ConServ, Inc. has extensive experience with Smart Controller DI programs including management of programs, installation, customer service, customer logistics and follow-up customer service. We have earned the respect of manufacturers for our competency and customer service.

Conserv, Inc. is a highly experienced landscape auditor and our installers have many years of field experience installing and programming ET weather based controllers.

Our financial strength with unlimited credit from our local irrigation suppliers, to our LOC makes no project too small or too large.

As well, our team and approach will help insure the maximum success for your agency and its customers with:

- The best product.
- A quality site audit and review, as required
- Accurate programming
- Responsive Follow-up's for Service Calls

## **Value Added Services**

In addition to our problematic services, ConServ Inc. provides additional customer services at a **NO COST** to IEUA or its customers:

1. Continued service calls and follow-ups to customers until they are satisfied with the product and service.
2. A toll free 800 phone number label is included on each controller for the convenience of each IEUA customer for service and follow-up's.

3. ConServ, Inc. **does not** charge for completed services for audits, scheduling or travel time to customers that are not interested in participating or qualifying in this program.
4. On time responses to follow ups that includes same day visits or scheduling.
5. ConServ Inc. also stores existing used controllers from the program, cleans and refurbishes them, and then donates good controllers and nozzles to **Habitat for Humanity**. To date, we have provided them with over 800 controllers and 20,000 used nozzles including misc. irrigation products.
6. ConServ, Inc. also offers additional phone support and on line video tutorials of installed product and equipment. (access available at [www.conservinc.net](http://www.conservinc.net))
7. ConServ, Inc. offers discount rates for irrigation upgrades and repairs to IEUA's customers.
8. If customer request their old controller to be reinstalled, ConServ, Inc. to reinstall at **no charge** to participating customer.

## Key Personnel

### ConServ Construction Inc. - Principals:

#### **Don Holder**— Principal, ConServ Construction, Inc. (President)

Don Holder oversees the overall business growth of ConServ Inc. He comes from a service oriented Trade Show background that included the management of 75 full time employees. In the past 7 years he has secured projects with several water agencies. Some of his strengths and qualifications are:

- Certified in RainBird, Toro Intelli-Sense, Irritrol, Weathermatic and Hydropoint/WeatherTRAK Controllers.
- Certified Irrigation Auditor (CIA) for ConServ Inc.
- 10 years as Evaluator, Installer and Service Advisor for local Agencies with Installation of 3,000+ WBIC's for residential and Commercial Accounts
- Five years in the Construction Industry as Foreman running a 30 man crew at multiple locations
- Twenty one years as Senior Production Manager overseeing 75 full-time employees with gross annual receipts of \$21 million

#### **Cynthia Campbell** - CFO

Cindy Campbell is a seasoned executive that helps in operations and compliance efforts within ConServ, Inc. Mrs. Campbell handles reporting requirements, payroll entries and billing. Cindy's 20 years plus of experience include Payroll and Corporate Tax Preparation.

#### **Bonnie Holder**- Administrative Manager

Bonnie has 20+ years of administrative office experience. With her background in graphic design, she has a sense for detail. Her responsibilities include: Supervising and scheduling of all audits and installations. Her organizational strengths include FTP site data entrees and excellent details to Personnel Customer Service.

#### **Shalis Ortega and Lauren Labrousse**- Administrative Assistant

Shalis and Lauren joined ConServ, Inc. in 2015 and brings several years of accounting and Web Based Data entry experience to our team. They support ConServ's team from project launch, to data entrees and finally completes our customer satisfaction approach.

#### **Michelle Evans**

Michelle's years of customer service and scheduling has made her an important part of ConServ's customer service and customer satisfaction with scheduling.

#### **Steve Campbell / Lead for installations**

Steve has 20+ years of interfacing with clients and completing projects with quality and has excellent on time performance. He also holds a current general contracting license # 927834 and a C-27 landscaping license.



<b>Don Holder</b>	Communication and Interfacing with IEUA
<b>Cindy Campbell</b>	Accounting, payroll and invoicing
<b>Bonnie Holder</b>	Appointment support with schedules and FTP site data entering
<b>Michelle Evans</b>	Senior scheduler and phone support
<b>Lauren Labrousse</b>	Data entry with customer service follow-up's
<b>Shalis Ortega</b>	Scheduling, data entry, customer service and follow-up's
<b>Steve Campbell</b>	Lead installer and auditor
<b>Kurt Scorza</b>	Installation and service follow-ups
<b>Tyler Harvard</b>	Installation and service follow-ups

## Technical Approach and Methodology

ConServ, Inc. proposes the following approach to effectively manage the installation of 1000 sites within IEUA Service Area.

### **Step 1.**

#### Signed Agreement with Agency

Donald Holder-President

This includes responses to all questions, presentations and contractual details.

### **Step 2.**

#### Administration and Communication

ConServ, Inc. team provides a toll free phone number and includes development and implementation of processes that best fit these programs requirements.

With this team, ConServ, Inc. would provide the following services:

- Development of site audits forms.
- Database development (tracking all contacts, site data, equipment data, rebate date, follow-up, etc.).
- Conducting customer calling, tracking scheduled and confirming site visits.
- Supply electronic forms back to the agency and the customer.
- Database reports to the agency.
- Scheduling format for follow-up service calls and future calls as necessary.

### **Step 3.**

#### Regional Educational Training Sessions

ConServ, Inc. to coordinate educational classes between the water agencies and the manufacturer's representative that will be overseeing the informational classes. Potential customers attend an educational class that will qualify them for participation in the program and to receive a landscape evaluation.



#### Step 4.

##### On Site Evaluations

ConServ, Inc. will provide one general evaluation per site. The evaluation will be approx. 30-45 minutes. Evaluation includes:

Staff Responsible: Don Holder

- Personnel who are competent and professional and are uniformed with Conserv Inc.'s logo.
- A booklet, cover letter and summary of the benefits to program
- On time arrival of appointments  
(Appointments to have no more than a 30 minute window)
- Accurate data collection
- Ensure participants clearly understand program and value of audit
- Recommendations provide for irrigation efficiency upgrades and repairs

#### Step 5.

##### Procurement of Equipment

Staff Responsible: Don Holder

- Scheduling local vendor of project and inventory
- Establishing required material for program
- Establishing procedures for inventory, storage, labeling and adjustments for returns/defects

## **Step 6.**

### **Installation of Equipment**

Staff Responsible: Steve Campbell, Tyler Harvard, and Kurt Scorza

- Electronic data entrees
- Presentable and courteous
- Clean and safe worksite conditions
- One (1) year warranty of installation
- All forms and waivers to be completed before installation
- Service vehicle to carry all necessary fittings and parts as required
- Thorough on-site training of equipment per installation
- Equipped service vehicle with all necessary equipment
- Phone support and service calls as needed

## **Step 7.**

### **Customer Service and Reporting**

ConServ Inc.'s Team (All Staff):

Bonnie Holder, Michelle Evans, Shalis Ortega and Lauren Labrousse

- Continually polite and respectful
- Immediately responsive to problems or concerns (within 48 hours)
- Continued training and details to programs processes
- Prompt and accurate reporting.
- Post all data to dedicated FTP site.
- Prompt and accurate invoicing and tracking.



ID Stations	Overall Pricing (ID Controllers)	1st Unit			Sub Total
		Material	Labor		
		w/tax			
4	Toro Evo Controller, Smart link and Weather Station	275	110		385
8	Toro Evo Controller, Smart link and Weather Station	300	120		420
12	Toro Evo Controller, Smart link and Weather Station	320	120		440
16	Toro Evo Controller, Smart link and Weather Station	360	140		500
24	Toro TMC 424 (ID)	495	175		670

2nd Unit		Sub Total
Material	Labor	
w/tax		
200	100	300
225	110	335
245	110	355
285	140	425
475	165	640

Audit		per site
1 unit	2 unit	
Complete	per site	
610	300	
645	335	
665	355	
725	425	
895	640	

OD Stations	Overall Pricing (OD Controllers)	1st Unit			Sub Total
		Material	Labor		
		w/tax			
4	Toro Evo Controller, Smart link and Weather Station	295	110		405
8	Toro Evo Controller, Smart link and Weather Station	310	120		430
12	Toro Evo Controller, Smart link and Weather Station	340	120		460
16	Toro Evo Controller, Smart link and Weather Station	385	140		525
24	Toro TMC 424 (OD)	495	175		670

2nd Unit		Sub Total
Material	Labor	
205	100	305
235	110	345
265	110	375
305	140	445
475	165	640

Audit		per site
1 unit	2 unit	
complete	per site	
630	310	
655	345	
685	375	
750	445	
895	640	

### Additional Pricing - Irritrol Rain Dial Controllers

ID	Overall Pricing (ID Controllers)	1st Unit		Sub Total
		Material	Labor	
Stations		w/tax		
4	Rain Dial, Climate Logic with rain sensor	275	110	385
8	Rain Dial, Climate Logic with rain sensor	300	120	420
12	Rain Dial, Climate Logic with rain sensor	320	120	440
16	Toro TMC 424 (ID)	485	140	625
24	Toro TMC 424 (ID)	495	175	670

2nd Unit		Sub Total
Material	Labor	
w/tax		
275	100	300
300	110	335
320	110	355
485	140	625
475	165	640

1 unit	2 unit
Complete	per site
610	300
645	335
665	355
850	625
895	640

Audit
per site
225
225
225
225
225

OD	Overall Pricing (OD Controllers)	1st Unit		Sub Total
		Material	Labor	
Stations		w/tax		
4	Rain Dial, Climate Logic with rain sensor	295	110	405
8	Rain Dial, Climate Logic with rain sensor	310	120	430
12	Rain Dial, Climate Logic with rain sensor	340	120	460
16	Toro TMC 424 (OD)	485	140	625
24	Toro TMC 424 (OD)	495	175	670

2nd Unit		Sub Total
Material	Labor	
295	100	395
310	110	420
340	110	450
485	140	625
475	165	640

1 unit	2 unit
complete	per site
630	395
655	420
685	450
850	625
895	640

Audit
per site
225
225
225
225
225

## Sample Forms

### Web-Enabled Database

Client ID#	Account Number	Last Name	First Name	Name	Street Address	City	Zip	Phone Number
<b>CWVP</b>								
1	39211-5976	Wilkins	Terry		10996 Hillside Road	Rancho Cucamonga	91737	909 376-3786
2	216719-6448	Lewis	Robert		10534 Ridge Canyon Rd	Rancho Cucamonga	91737	702 262-7314
3	198265-80518	Troutman	Jeff & Tina		12609 Cambria Dr	Rancho Cucamonga	91737	951 733-6217
4	4737-4040	Sharfi	Ben		9685 Whirlaway	Rancho Cucamonga	91737	(?) 948-1401
5	2733-2342	Blucker	John		9236 Golden Street	Rancho Cucamonga	91737	909 921-4841
6	2733-2344	Blucker	John		9254 Golden Street	Rancho Cucamonga	91737	909 921-4841
7	255379-102190	Vegas/Tran	Jason/Jessica		13575 Wild Maple	Rancho Cucamonga	91739	951 454-8522
10	173143-6232	Allen	Sam		5468 Northwind Place	Rancho Cucamonga	91737	909 948-1401
11	241467-81474	Castaneda	Oscar/Marissa		6368 Show Horse Way	Rancho Cucamonga	91739	209 404-7467
12	123823-79874	Hafez	Mohermed		11145 Martingale Way	Rancho Cucamonga	91701	909 425-7107
13	143795-3722	Spencer	Tammy		9390 Rancho Street	Rancho Cucamonga	91737	909 851-5738
14	222937-88308	Buchanan	Robert/Briana		5320 Windsor Place	Rancho Cucamonga	91739	909 456-5927
15	251759-5770	Johnson	Amber		5523 Deer Creek Lane	Rancho Cucamonga	91737	909 278-3125
16	5223-4432	Simmons	JoAnn		10068 Copper Mt Court	Rancho Cucamonga	91737	951 204-7124
17	16347985534	Nakai	Kulwinder		5034 Morgan Place	Rancho Cucamonga	91737	909 730-5031
18	222937-88308	Buchanan	Robert		5320 Windsor Place	Rancho Cucamonga	91739	909 456-5927
19	120171-85390	Miller	Rick		6309 Countrywood Pl	Rancho Cucamonga	91739	909 379-8580

## Sample of System-Generated Email Confirming Client Application

From: CustomerCare@atcc.com  
 To: michael@escapeerides.net  
 Cc:  
 Subject: Your Message 0662511544

Sent: Wednesday, 01/26/2011 11:07 AM



**Account** 0662511544  
**Message Taken** 01/26/2011 11:07 AM PST  
**Message Sent** 01/26/2011 11:07 AM PST

**Call Types** (MOST CALLS) Applying for the Toilet Replacement Program  
**Name** Karen  
**Phone Number** 951675 575  
**Was the form submitted successfully?** Yes

### Online Voice Mail and Call Logging

	<a href="#">(951) 123-4567</a>	<a href="#">Lake El...</a>	Today	1:21 PM	5 sec		
	<a href="#">(951) 123-4567</a>	<a href="#">La Vern...</a>	Today	1:15 PM	28 sec		
	<a href="#">(951) 123-4567</a>	<a href="#">Lake El...</a>	Today	12:43 PM	57 sec		
	<a href="#">(951) 123-4567</a>	<a href="#">Nuevo, CA</a>	Today	12:20 PM	91 sec		
	<a href="#">(951) 123-4567</a>	<a href="#">Murrel...</a>	Today	11:48 AM	24 sec		
	<a href="#">(951) 123-4567</a>	<a href="#">Sun Cit...</a>	Today	11:45 AM	22 sec		



### **Confirmation of Insurance**

- \$1,000,000 Each Occurrence**
- \$2,000,000 General Aggregate**
- \$1,000,000 Product-Completed Operations Aggregate**
- \$2,000,000 Personal & Advertising injury limit**
- \$1,000,000 Automotive Liability Insurance**

### **Time Line**

With this ConServ, Inc. team, we are accustomed to delivering a rapid implementation to your project. We offer our services six (6) days a week from scheduling, audits, installations and follow-up service calls.

With our answering and on-line services, we can retrieve, call back and schedule from same day to 24-48 hours.



**The Toro Company**

5825 Jasmine Street, Riverside, California 92504-1183 • Phone 951/688-9221  
P.O. Box 489, Riverside, California 92502-0489

December 16, 2015

Mr. Don Holder  
ConServ Construction Inc.  
30190 Via Del Fierro  
Menifee, CA 92584



**SUBJECT: Toro EVOLUTION® Controller for Inland Empire Utilities Agency (IEUA)**

The Toro Company extends its greatest appreciation on being a part of the Inland Empire Utilities Agency's irrigation controller installation program. The EVOLUTION® controller series is an exciting choice for residential and light-commercial irrigation systems, as this state-of-the-art platform provides a multitude of user-friendly features that include:

- Revolutionary user interface making it easier to operate for home owners, end users, and installation contractors
- Modular design makes it easy to expand the 4 station base model up to 8, 12, and even 16 station capacity
- Easy upgrade to Smart Control with the optional Smart Connect™ allowing wireless connectivity to weather sensors, soil moisture sensors, wireless relays, and even a hand held remote
- Built for the future with a USB port to allow updates for newly added features eliminating the need to replace the controller
- Compatible with the SMRT Logic™ to allow both end users and contractors to interface with the EVOLUTION® via the internet and smartphone app
- Computer-programmable via a USB flash drive with the free EVOLUTION® Scheduling-Advisor™ software

The Toro Company wishes to extend pricing protection on EVOLUTION® controller and the available add-on devices for the IEUA 2015-2016 program year.

Qualifying products are:

<b>Inland Empire Utility Agency (IEUA) Small Residence Smart Controller Install Program</b>		
Part #	Description	List Price
EVO-4ID	Evolution 4-Station Indoor Controller	\$155.00
EVO-4OD	Evolution 4-Station Outdoor Controller	\$185.00
EMOD-4	Evolution 4-Station Expansion Module	\$49.00
EMOD-12	Evolution 12-Station Expansion Module	\$165.00
EVO-SC	Smart Connect® Plug-In Receiver	\$120.00
EVO-WS	Wireless Weather Sensor	\$99.00
PSS-SEN	Wireless Precision™ Soil Sensor (Probe Only)	\$99.00

\*Toro distributes all finished goods through an authorized distributor; please secure pricing through a participating distributor

Thank you for this opportunity. We are excited to continue working with ConServ and the Inland Empire Utilities Agency (IEUA) in providing the necessary product training and support.

  
Dave Armentrout  
Area Business Manager

## References

1. IEUA  
6075 Kimbal Ave  
Chino, Ca. 91708  
Large Landscape irrigation program with nozzle retrofit.

ConServ, Inc is currently contracted to service approx. 500 customers per year with an audit, controller upgrade and high efficient nozzles if qualified.

2. MVWD  
Justin Scott-Coe

ConServ Inc. is currently contracted to implement MVWD Residential Nozzle Program. We handled all scheduling, audits, installations and rebate for this program.

- 3 Eastern Municipal Water District  
2270 Trumble Rd.  
Perris, Ca. 92570  
Stacy Rodriguez  
951.928.3777  
DI Residential Controller Program

ConServ, Inc. is currently contracted to implement their DI Controller Program with also includes the residential and commercial nozzle retrofit programs.

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**CONSERV CONSTRUCTION INC**

License Number 927834

to engage in the business or act in the capacity of a contractor in the following classification(s):

**B - GENERAL BUILDING CONTRACTOR  
C27 - LANDSCAPING**

Witness my hand and seal this day,

January 26, 2009

**Issued January 23, 2009**

  
James Miller  
Board Chair



Stephen P. Sands  
Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.



## **Cal OSHA IIPP Policy and Procedures 2016**

### **RESPONSIBILITY**

The Injury and Illness Prevention Program (IIP Program) administrator, Donald Holder- President has the authority and the responsibility for implementing and maintaining this IIP Program for ConServ, Inc.

Managers and supervisors are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from each manager and supervisor.

### **COMPLIANCE**

All permanent and intermittent workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. Our system of ensuring that all workers comply with these practices include the following practices:

- Informing workers of the provisions of our IIP Program.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices.

### **COMMUNICATION**

All managers and supervisors are responsible for communicating with all permanent and intermittent workers about occupational safety and health in a form readily understandable by all workers. Our communication system encourages all workers to inform their managers and supervisors about workplace hazards without fear of reprisal.

Upon hiring, management will identify any intermittent workers with special communication needs. Management will ensure that such a worker understands the safety and health requirements before being assigned to duties exposing them to workplace hazards.

Our communication system includes the following items:

- New worker orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program.
- Workplace safety and health training programs.
- Regularly scheduled safety meetings.
- Effective communication of safety and health concerns between workers and Supervisors, including translation where appropriate. Posted or distributed safety information.

- A system for workers to anonymously inform management about workplace hazards.

Our establishment has less than ten employees and communicates with and instructs employees orally about general safe work practices and with respect to hazards unique to each employee's job assignment.

### **HAZARD ASSESSMENT**

Periodic inspections to identify and evaluate workplace hazards shall be performed by a competent observer in the following areas of our workplace:

Periodic inspections are performed according to the following schedule:

1. When we initially established our IIP Program;
2. When new substances, processes, procedures or equipment which present potential new hazards are introduced into our workplace;
3. When new, previously unidentified hazards are recognized;
4. When occupational injuries and illnesses occur;
5. When we hire and/or reassign permanent or intermittent workers to processes, operations, or tasks for which a hazard evaluation has not been previously conducted; and
6. Whenever workplace conditions warrant an inspection.

Periodic inspections consist of identification and evaluation of workplace hazards utilizing applicable sections of the attached Hazard Assessment Checklist and any other effective methods to identify and evaluate workplace hazards.

### **ACCIDENT/EXPOSURE INVESTIGATIONS**

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Interviewing injured workers and witnesses;
2. Examining the workplace for factors associated with the accident/exposure;
3. Determining the cause of the accident/exposure;
4. Taking corrective action to prevent the accident/exposure from reoccurring; and
5. Recording the findings and corrective actions taken.

### **HAZARD CORRECTION**

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.
2. When an imminent hazard exists, which can not be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition. Workers necessary to correct the hazardous condition shall be provided with the necessary protection.

## **TRAINING AND INSTRUCTION**

All permanent and intermittent workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction can be provided through a brief on-site safety meeting. Any training and instruction shall be provided as follows:

1. When the IIP Program is first established;
2. To all new workers, except for construction workers who are provided training through a construction industry occupational safety and health training program approved by Cal/OSHA;
3. To all workers given new job assignments for which training has not previously provided;
4. Whenever new substances, processes, procedures or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all workers with respect to hazards specific to each employee's job assignment.

Workplace safety and health practices for all industries using intermittent workers include, but are not limited to, the following:

1. Explanation of the employer's IIP Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, injuries and when additional instruction is needed.
2. Use of appropriate clothing, including gloves, footwear, and personal protective equipment.
3. Prevention of muscular skeletal disorders including proper lifting techniques.
4. Information about chemical hazards to which employees could be exposed and other hazard communication program information.
5. Availability of toilet, hand-washing and drinking water facilities.
6. Provisions for medical services and first aid including emergency procedures.

## **RECORDKEEPING**

Since we have less than ten workers, including managers and supervisors, we maintain inspection records only until the hazard is corrected and only maintain a log of instructions to workers with respect to worker job assignments when they re first hired or assigned new duties.

## **LIST OF TRAINING SUBJECTS**

We train our workers on the following training subjects:

**HEAVY CONSTRUCTION AND SPECIAL TRADES CONTRACTORS**  
(SIC Codes: 1611, 1721, 1751-1755, 1761, 1771)

- The employer's Code of Safe Practices.
- Good housekeeping, fire prevention, safe practices for operating any construction equipment, including procedures for cleaning, repairing, servicing and adjusting.
- Safe access to working areas.
- Protection from falls.
- Electrical hazards, including working around high voltage lines.
- Proper use of powered tools.
- Ergonomic hazards, including proper lifting techniques.
- All Current best Practices for Water Conservation

**Code of Safe Practices**

**2016**

1. All persons shall follow these safe practices rules, render every possible aid to safe operations and report all unsafe conditions or practices to managers or supervisors.
2. Managers and supervisors shall insist on employee's observing and obeying every rule, regulation, and order as is necessary to the safe conduct of the work, and shall take such action as is necessary to obtain observance.
3. All employees shall be given frequent injury and illness prevention instructions.
4. Anyone known to be under the influence of drugs or intoxicating substance which impairs the employee's ability to safely perform the assigned duties shall not be allowed on the job while in that condition.
5. Running, jumping horseplay, scuffling and other acts which tend to have an adverse influence on the safety or well being of the employee's shall be prohibited.
6. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.
7. Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted and shall report deficiencies promptly to the manager or supervisor.
8. Employee's shall not enter underground vaults, chambers, tanks, manholes. Silos or other similar confined places that receive little ventilation, unless it has been determined that it is safe to enter.
9. **Electrical.**  
Employees shall not handle or tamper with any electrical equipment, machinery, air or water lines in a manner not within the scope of their duties unless they have received instructions from their supervisor or manager. Respect electricity under all circumstances. Never use electrical equipment in areas of excessive moisture unless all safeguards have been taken. Electric power cords are grounded thru approved cords, including extension, for your safety. Never remove or alter polarized cords or plugs.

## **10. Heavy Lifting.**

When lifting heavy objects, use the large muscles of the leg instead of the back muscles. Learn and practice the proper way to lift or carry material or any object. Do not operate any type of powered material handling or hoisting equipment unless authorized. Get help in handling heavy or bulky loads.

## **11. Heavy Equipment**

Stay clear of heavy equipment. Remain aware of warning devices such as bells, horns or whistles. Use protective gear as recommended when exposed to unusual hazards. Never attempt an operation with which you are not familiar, ask first for specific instructions. Wear suitable work cloths at all times, heavy soled shoes protect against puncture injury.

## **12. Basic First**

First aid is of value in the event of injury. Never attempt to move a person who may possibly suffer from a injured spine or other internal injury unless proper methods are completely understood. All injuries shall be reported promptly to the supervisor or manager so that arrangements can be made for medical or first aid treatment.

## **13. Accident Prevention**

All persons must abide by Construction Safety Orders, General Industry Safety Orders and Company rules. Posters and other safety material are displayed for the benefit of employees, read and abide by these suggestions. Give every possible aid in the event of injury.

## **14. Accident Reporting**

Report all personal injuries to a supervisor immediately. Obtain authorization for any medical attention off the job. Medical release is necessary before returning to work.

## **15. Job Site**

Keep work areas free of debris, good housekeeping is essential. Remove or correct any hazards. Never work or pass under suspended loads or equipment.

## **16. Work Habits**

Assist other trades when necessary to maintain safe operation. Never place yourself, or allow others to work in a dangerous position. Use the right tool or equipment for all work. Use of any alcoholic beverage is strictly prohibited on the job. Don't be party to horseplay; pranks can be fatal. Construction sites offer unusual hazards, walk and work all due respect for them.

## **17. Hand Tools**

Always use the proper tools and maintain them in good condition at all times. Loose or broken handles, mushroom heads, dull blades, improper size or type of tool should never be used.

## **18. Power Tools**

Power activated tools must only be used by licensed personnel. Know the proper method of using a skill saw; never block back the retractable guard. It is for your protection. Never use a tool with which you are not fully experienced.

## **19. Protective Devices**

Hand or guardrails, protective covers, toe-boards, ramps and safety devices installed on various tools are for your safety. Do not tamper with, remove or damage these protective measures. Replace, correct or report any unsafe guard or device.

## **20. Transportation**



Do not stand on the bed of the truck. Never ride with arms or legs over the sides, do not sit on the tailgate. It must be closed during transportation of passengers. Be careful of any tools, material or equipment as it may shift or slide.

**21. Flammables, Solvents**

Never use gasoline or other highly volatile liquids for cleaning purposes. Oxygen and acetylene cylinders can be dangerous, secure against rolling or tipping. Do not expose tanks or containers that may contain explosive vapor or liquid to open flame or spark.

**22. Employees Timecards**

All employees are to report any injury at the time of the injury. Employees are to sign their own timecard at the end of each week stating if any injury occurred.

**Note: Non-compliance with these regulations will result in disciplinary action.**

1<sup>st</sup> offense- Verbal warning

2<sup>nd</sup> offense- Written warning (signed by both parties)

3<sup>rd</sup> offense- Final written warning (signed by both parties)

4<sup>th</sup> offense- Disciplinary time off

5<sup>th</sup> offense- Termination

Donald G. Holder

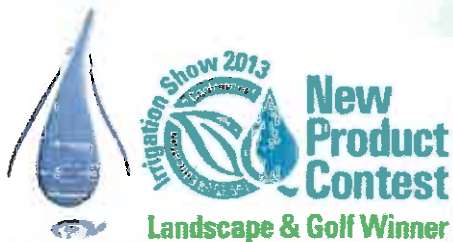
ConServ Construction Inc.

**TORO.**

Count on it.

# EVOLUTION® Series

## Controllers



**Introducing the next generation in controllers!**  
With an intuitive interface and exclusive features for "smart" control, the new Toro® EVOLUTION® is an easy choice for residential and light-commercial applications.

### Features & Benefits

#### Revolutionary Interface

The EVOLUTION controller's user interface was designed with the customer in mind. Shortcut buttons provide quick access to basic functions while the advanced menu leverages the experience and knowledge of the irrigation professional, all shown on a graphics display that navigates similar to many modern consumer electronic devices.

#### Easy Upgrade to Integrated Smart Control

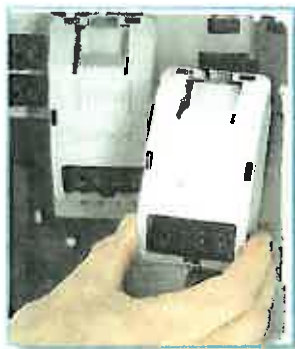
An optional Smart Connect™ device plugs into the timing mechanism, enabling it to wirelessly communicate directly with a number of add-on devices—including a weather sensor, handheld remote, multiple soil sensors, and up to two wireless relays.

#### Computer-programmable with USB Drive

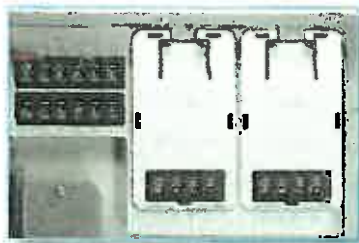
Simple-to-use software allows you to program everything at a computer. Use a standard USB drive to transfer programming to one or more controllers in a matter of seconds. Create your own schedules or utilize the easy to use wizard to generate a schedule based on the historical requirements of your location.



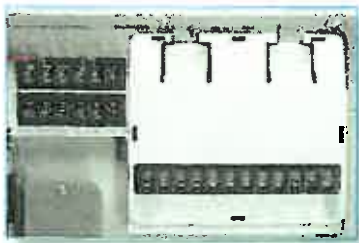
EPA WaterSense® Certified when used with Smart Connect™ Wireless Weather Sensor



Modular configurations from 4 to 16 stations



12-station configuration with (2) 4-station modules



16-station configuration with (1) 12-station module

## Controller Interface

The EVOLUTION controller's interface is a system of informative yet easy-to-understand screens that are quickly accessible using the controller's shortcut buttons.

*Dedicated Water OFF*

*Homeowner Basic Operations*



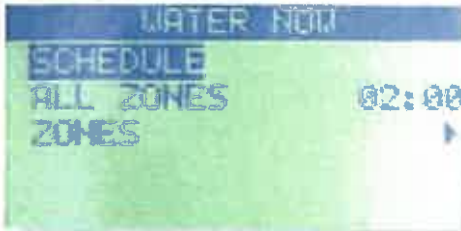
*Help/Info*

*Contractor Advanced Operations*

## Standard Functions



The **Standard** menu gives the homeowner access to the most fundamental functions of the controller, such as manual watering, setting watering days and start times for a *single* schedule, and adjusting the amount of irrigation, all directly accessible through dedicated shortcut buttons.



For example, the **Water Now Screen** allows the user to begin watering with as few as just two button presses, with the option of starting a specific schedule, specific zone, or watering all zones in series.



Another example is the **Review Screen**, which is an at-a-glance summary showing which days the controller is going to water in the next seven days for the schedule you select.

## Advanced Functions



The **Advanced** menu gives the contractor access to the full power of the EVOLUTION® controller, including the ability to set up *multiple* irrigation and auxiliary schedules, create custom grow-in schedules, and configure any "smart" add-on devices - all operations that may otherwise overwhelm a homeowner.



For example, the **Apply Sensors** screen allows the user to easily view and configure all the sensors available to the controller, including rain, ET, and soil.

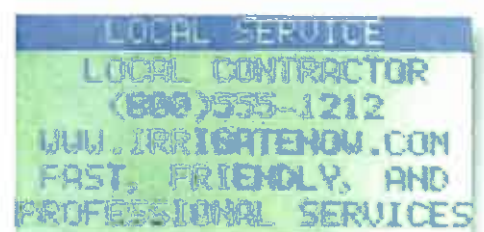


The **Grow In Screen** allows the user to set up a grow-in schedule for a user-defined period of time (up to 90 days), after which the controller will default back to its normal irrigation schedule(s).

## Other Examples



The **Home Screen** displays the current time and date, what zones are scheduled to water next, or if currently watering, what zone(s) are currently watering and how much time is remaining, as well as any alerts - in the absence of any alerts, the screen will display "SYSTEM OK."



The **Contractor Message Screen** allows the contractor to input a custom message with their name and contact information into the controller from the software via a USB drive so it is visible to the homeowner when they press the "Help" button.



## Smart Connect™ Add-On Devices

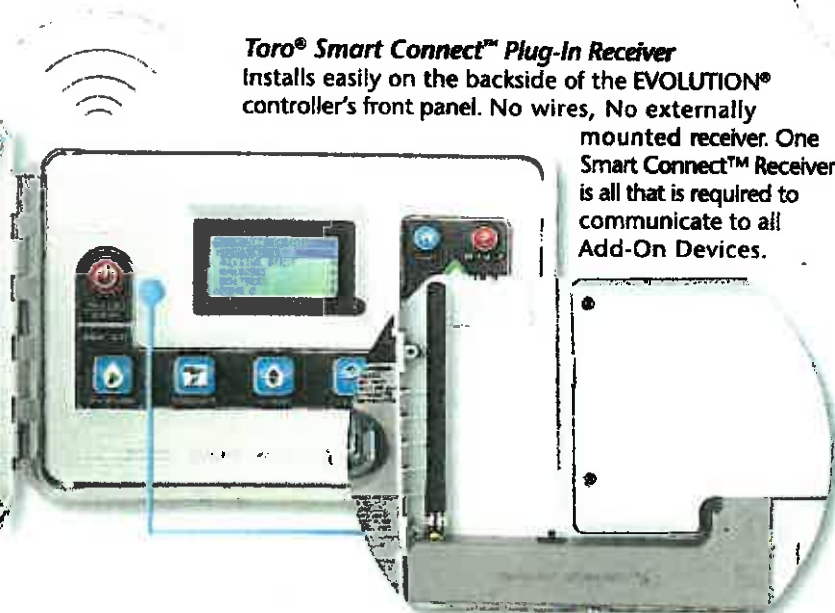
Simply plugging the Smart Connect device into the EVOLUTION® controller allows it to communicate wirelessly with a number of add-on devices, providing a great opportunity to upgrade with a number of different water-saving and time-saving options.



**Wireless ET Sensor**  
Uses live temperature and solar measurements as well as historical weather data for your location to calculate the amount of water needed from the irrigation system.



**Handheld Remote**  
Makes maintenance checks a snap, allowing you to run sprinklers or schedules from up to 1000 feet (305 m) away.



**Toro® Smart Connect™ Plug-In Receiver**  
Installs easily on the backside of the EVOLUTION® controller's front panel. No wires, No externally mounted receiver. One Smart Connect™ Receiver is all that is required to communicate to all Add-On Devices.



**EVOLUTION® Scheduling-Advisor™ Software\***  
Programming can be transferred from your computer to the controller in seconds using a standard USB drive.  
\*Smart Connect device not required for software programming capability.



**Toro® Precision™ Soil Sensor**  
Up to three soil sensors can be used (one per schedule) to monitor the moisture level in the soil and prevent over- and underwatering. With up to a 500 feet (152,4 m) wireless range, there's no digging required to install.



**Wireless Auxiliary Relay**  
Up to two wireless relays can be used to turn on lighting, pumps, or fountains, just to name a few possibilities.

## Dimensions

- 11.25" W x 7.75" H x 4.5" D (286 x 197 x 114 mm)
- Weight: 4.5 lbs. (2 kg)

## Electrical Specifications

- Electrical input power:
  - 120 VAC
  - 30 VA maximum
  - UL, CUL Listed
- Station output power:
  - 24 VAC
  - 0.75 amps per station maximum
  - 0.75 amps pump/master valve
  - 1.0 amps total load
- Surge Protection:
  - 6.0 KV common mode; 1.0 KV normal mode
- Operation of two solenoids per station (up to 0.75 amps per station max)

## Programming

- One schedule in the default "standard" mode
- Up to six schedules in "advanced" mode:
  - Three irrigation schedules, four start times per schedule
  - One fixed auxiliary schedule, plus two wireless (optional Add-on)
- Three scheduling choices:
  - Seven-day calendar
  - 1- to 30-day interval with up to seven day restrictions
  - Odd/even days with up to seven day restrictions
- Monthly season adjust by schedule
- Schedule stacking, with automatic split cycle when season adjust is greater than 100%
- Grow-in schedule settable up to 90 days automatically reverts to regular irrigation schedule
- Station runtimes from one minute to twelve hours
- Allows 30, 60, or 90 second manual runtimes for things such as winterization/blowouts
- Programmable well-recovery/station-delay from 10 seconds to 30 minutes
- Pump start delay from 10 seconds to 30 minutes
- Master valve on/off by zone
- Timed water off from one to fourteen days
- Compatible with normally-closed rain sensors
- Automatic short detection for circuit protection and faster troubleshooting
- Non-volatile memory doesn't require batteries and holds programming for up to five years
- Zone Diagnostic Test which displays current values, short, over current or open zones

## Hardware

- 4 to 16 stations with 4- and 12-station hot-swappable modules
- Cabinet easily mounts to the wall through two easily-accessible screw holes on the upper left-hand and right-hand sides of the controller
- Red LED next to display lights in the event of an alert
- 128 x 64 pixel graphical display
- Battery on the timing mechanism for "armchair" programming
- Outdoor key-lock cabinet manufactured out of durable UV-resistant plastic and includes standardized key used on many of the most popular controllers
- Indoor cabinet includes internal transformer with pre-attached pigtail

## Optional Add-ons and Accessories

- EVO-SC – Smart Connect™ Device
- PSS-SEN – Precision™ Soil Sensor Probe
- EVO-WS – ET/Weather Sensor
- EVO-HH – Maintenance Remote
- EVO-AR – Auxiliary Relay

## Warranty

- Five years

### EVOLUTION® Series Model List

Model	Description
• EVO-4ID	4-station Indoor Controller
• EVO-4OD	4-station Outdoor Controller

### Add-ons and Accessories

Model	Description
• EMOD-4	4-station Expansion Module
• EMOD-12	12-station Expansion Module
• EVO-SC	Smart Connect™ Plug-In Receiver
• PSS-SEN	Wireless Precision™ Soil Sensor Probe Only
• EVO-WS	Wireless Weather Sensor
• EVO-HH	Wireless Handheld Maintenance Remote
• EVO-AR	Wireless Auxiliary Relay

## Specifying Information

### EVO-4-XX-XX-SC

Description	Cabinet Type	Module	Connector Options
<b>EVO-4</b>	<b>XX</b>	<b>XX</b>	<b>SC</b>
EVO-4 – EVOLUTION Controller	ID – Indoor OD – Outdoor	4 – 4-station 12 – 12-station	SC – Smart Connect Device

Example: A 16-station EVOLUTION controller in an indoor cabinet with the Smart Connect device would be specified as EVO-4ID-12-SC



**ACTION  
ITEM**

**2G**

Date: March 16, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (03/09/16)  
Finance, Legal & Administration Committee (03/09/16)

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: Recycled Water Policy Principles

---

## **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Adopt the Recycled Water Policy Principles; and
2. Direct staff to develop a Regional Contract amendment based on the Recycled Water Policy Principles.

## **BACKGROUND**

The Inland Empire Utilities Agency (IEUA) and its contracting agencies have developed a successful regional Recycled Water Program for both direct use and groundwater recharge. In 2000, the region identified that recycled water use was a critical component in drought-proofing and maintaining its economic growth. With imported water rates increasing and long-term imported supply reliability in decline, the region committed to aggressively and proactively develop local water supplies to offset these impacts. This set the path for the development of a regional recycled water distribution system.

While the foundational commitment to beneficial reuse of recycled water has remained unchanged, some fundamental concepts have been questioned over the past few years, particularly since 2011. This has resulted in the region working together to develop Recycled Water Policy Principles to address the changes since the inception of the program. The region's goal to maximize the beneficial use of recycled water has not changed. However, the

commitment to connect additional recycled water users has stagnated over the past few years. At this time, several contracting agencies are struggling with the inherent conflict between use in excess of “base entitlement” (as defined by the Regional Sewage Service Contract) and the prioritization of direct use over groundwater recharge. The struggle has led some contracting agencies to be concerned about their local benefit and perceived inequities.

In order to move forward together as a region, it is appropriate to reevaluate and affirm the regional Recycled Water (RW) Policy Principles prior to implementing any remaining significant system improvements to the Recycled Water Program and to clarify how these principles will govern the future benefits received by all IEUA contracting agencies.

IEUA has been meeting with the contracting agencies for the last few years to develop modifications to the foundational principles. Subsequent to the Regional Technical Committee Meetings and Special Technical Committee Workshops held between July 2015 and January 2016, the agencies collectively provided input and guidance to finalize recommendations on the RW Policy Principles.

The proposed RW Policy Principles resulting from these discussions are summarized below and provided in the attachment in detail.

### **Recycled Water Policy Principles**

#### **1. Maximize the beneficial use of recycled water to enhance local water resource availability and reduce reliance on imported water.**

1. IEUA will continue the development of the Regional Recycled Water infrastructure by providing equitable access for the contracting agencies to achieve reuse of 50,000 AF/year by 2025.
2. IEUA will pursue the long term acquisition of recycled water from out of service area sources to supplement the regional supply.
3. IEUA will pursue the long term transfer of recycled water from IEUA service area in exchange for supplemental water supply.
4. The parties acknowledge that IEUA is currently meeting the SAR Judgment obligation with recycled water.

#### **2. Promote efficient application and use of recycled water as a reliable and fundamental component of drought-proofing the IEUA service area.**

1. Ensure efficient use of recycled water at the point of use, consistent with rules and expectations of responsible potable water use and laws governing the use of recycled water.

#### **3. The regional recycled water entitlement will be based on the following:**



1. Contracting agency entitlement based on wastewater contribution, future external supplies and any acquisition of another contracting agency's unused entitlement.
  - i. This entitlement will be used for each contracting agency's Santa Ana River discharge obligations, direct use and /or regional recharge.
2. Contracting agency use above entitlement, as described in 3.1, will require replacement water (i.e., Stored water, surcharge, etc., acquisition of another contracting agency's unused entitlement, etc.), collected by IEUA, and passed on to contracting agencies with surplus entitlement.
  - i. This entitlement may be used for Santa Ana River discharge obligations, direct use or regional recharge.
  - ii. If a contracting agency's current direct use exceeds entitlement, current direct use corresponding to existing customers will be temporarily substituted for entitlement until June 30, 2023, as defined in section 3.1. In addition, groundwater recharge allocations will be curtailed and redistributed to the other agencies under entitlement during the temporary period. Any new connections that require additional supplies above an agency's entitlement and the current grandfathered amount will require replacement water.
4. **The regional recycled water system will be operated based on the following priorities for recycled water deliveries:**
  1. Minimal operational discharges (instrumentation, environmental obligations, etc.)
  2. Contracting agency deliveries
  3. Regional groundwater recharge
5. **Meet peak recycled water direct demands through coordinated demand management of recycled water deliveries.**
  1. Large users will have pressure sustaining valves to ensure that overall regional demands are reliably met.
6. **Maintain a financially viable recycled water program with rates that incentivize use of all available recycled water and that provides funding to achieve full cost-of-service for the recycled water program.**
  1. Set recycled water rates that cover the full cost of Operations & Maintenance (O&M) and Rehabilitation & Replacement (R&R) for the system.
7. **Maximize the use of recycled water capital investments made by IEUA and its contracting agencies with recycled water use within the region.**

1. Retail contracting agencies shall substantially fulfill prior recycled water connection commitments for all existing infrastructure.
2. Firm contracting agency commitments for recycled water use will drive new regional investments.

The item was unanimously approved by the Regional Technical Committee on February 25, 2016, and will be presented to the Regional Policy Committee on March 3, 2016, for their consideration and recommendation to the IEUA Board.

Once direction from the IEUA Board on the RW Policy Principles is received, staff will work towards amending the sections of the Regional Contract consistent with the adopted RW Policy Principles. In addition to the RW Policy Principles, changes that were approved in the past, such as the agreement between Jurupa Community Services District and IEUA on the recycled water groundwater recharge allocation from Management Zone 3, will also be memorialized in the contract amendment language for clarity. It is anticipated that a Notice of Resolution for Contract Amendment will be presented to the IEUA Board in April 2016 for consideration, with a final action to be taken by June 2016.

The development of the Recycled Water Policy Principles is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

#### **PRIOR BOARD ACTION**

None.

#### **IMPACT ON BUDGET**

There is no direct impact on the budget as a result of the adoption of the Recycled Water Policy Principles.

Attachments: RW Policy Principles

## RECYCLED WATER POLICY PRINCIPLES

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### Introduction

The Inland Empire Utilities Agency (IEUA) and its contracting agencies have developed a successful regional Recycled Water Program for both direct use and groundwater recharge. As the Program continues to advance, it is important to summarize and update the history, operating philosophies, and policy principles on which the Program was founded.

In 2000, the region identified that recycled water use was a critical component in drought-proofing and maintaining its economic growth. With imported water rates increasing and long-term imported supply reliability in decline, the region committed to aggressively and proactively develop local water supplies to offset these impacts. This set the path for the development of a regional recycled water distribution system and a Recycled Water Implementation Plan.

The use of recycled water presented several advantages to the region: it is one of the most significant and underutilized sources of local water supply; it is reliable during drought and climate change conditions; and it requires significantly less energy than imported water to deliver to customers thus reduces greenhouse gas emissions. The development of recycled water is the cornerstone of a larger regional initiative to improve water supply reliability through enhanced local supplies. IEUA, in partnership with its contracting agencies and Chino Basin Watermaster (CBWM), invested over \$600 million over the last fifteen years in water recycling, conservation, recharge improvements, the MWD groundwater storage and recovery project, the Chino Desalter, and other water management programs. These programs collectively reduce the region's need for imported water especially during drought or conditions when imported water supplies are not available. In addition to the region switching large potable water users to recycled water, IEUA and CBWM obtained a landmark permit in 2005 for groundwater recharge using IEUA's high-quality recycled water.

By 2007, Southern California was experiencing one of its driest years with the potential for entering an extended drought period. The State of California subsequently made water recycling an important element of California's water supply policy and adopted a statewide goal of achieving 1,000,000 acre-feet (AF) of reuse by 2010. In response, in November 2007 IEUA and its contracting agencies unanimously adopted and committed to implement the Three Year Recycled Water Business Plan which laid out a focused and cost-effective approach to rapidly expand the availability and use of recycled water within IEUA's service area.

By 2014, over \$250 million had been invested into the implementation of a robust Recycled Water Program. The region has achieved Program success by leveraging heavily on grant funding and loans. With unanimous regional support, annual recycled water use grew from approximately 5,000 AF in FY 04/05 to over 38,500 AF in FY 13/14. Critical to the economical and efficient operation of the system, each contracting agency made commitments to complete initiatives with the goal to increase direct reuse within their service areas. While some contracting agencies accomplished or far exceeded their local goals, some contracting agencies have not been able to fully achieve their original commitments.

The region's goal to maximize the beneficial use of recycled water has not changed. However, the commitment to connect additional recycled water users has stagnated over the past few years. At this time, several contracting agencies are struggling with the inherent conflict between use in excess of "base entitlement" (as defined by the Regional Sewage Service Contract) and the prioritization of direct use over groundwater recharge. The struggle has led some contracting agencies to be concerned about their local benefit and perceived inequities.

In order to move forward together as a region, it is appropriate that we reevaluate and affirm the regional Recycled Water Policy Principles, in order to guide the updates to the Regional Sewer Service Contract, prior to implementing any remaining significant system improvements to the Recycled Water Program and to clarify how these principles will govern the future benefits received by all IEUA contracting agencies.

*These principles are not binding. These principles are intended to be a framework for the development of regional contract amendment.*

### **Recycled Water Policy Principles**

#### **1. Maximize the beneficial use of recycled water to enhance local water resource availability and reduce reliance on imported water.**

1. IEUA will continue the development of the Regional Recycled Water infrastructure by providing equitable access for the contracting agencies to achieve reuse of 50,000 AF/year by 2025.
2. IEUA will pursue the long term acquisition of recycled water from out of service area sources to supplement the regional supply.
3. IEUA will pursue the long term transfer of recycled water from IEUA service area in exchange for supplemental water supply.
4. The parties acknowledge that IEUA is currently meeting the SAR Judgment obligation with recycled water.

#### **2. Promote efficient application and use of recycled water as a reliable and fundamental component of drought-proofing the IEUA service area.**

1. Ensure efficient use of recycled water at the point of use, consistent with rules and expectations of responsible potable water use and laws governing the use of recycled water.

#### **3. The regional recycled water entitlement will be based on the following:**

1. Contracting agency entitlement based on wastewater contribution, future external supplies and any acquisition of another contracting agency's unused entitlement.
  - i. This entitlement will be used for each contracting agency's Santa Ana River discharge obligations, direct use and /or regional recharge.
2. Contracting agency use above entitlement, as described in 3.1, will require replacement water (i.e., Stored water, surcharge, etc., acquisition of another contracting agency's unused

entitlement, etc.), collected by IEUA, and passed on to contracting agencies with surplus entitlement.

- i. This entitlement may be used for Santa Ana River discharge obligations, direct use or regional recharge.
- ii. If a contracting agency's current direct use exceeds entitlement, current direct use corresponding to existing customers will be temporarily substituted for entitlement until June 30, 2023, as defined in section 3.1. In addition, groundwater recharge allocations will be curtailed and redistributed to the other agencies under entitlement during the temporary period. Any new connections that require additional supplies above an agency's entitlement and the current grandfathered amount will require replacement water.

**4. The regional recycled water system will be operated based on the following priorities for recycled water deliveries:**

1. Minimal operational discharges (instrumentation, environmental obligations, etc.)
2. Contracting agency deliveries
3. Regional groundwater recharge

**5. Meet peak recycled water direct demands through coordinated demand management of recycled water deliveries.**

1. Large users will have pressure sustaining valves to ensure that overall regional demands are reliably met.

**6. Maintain a financially viable recycled water program with rates that incentivize use of all available recycled water and that provides funding to achieve full cost-of-service for the recycled water program.**

1. Set recycled water rates that cover the full cost of Operations & Maintenance (O&M) and Rehabilitation & Replacement (R&R) for the system.

**7. Maximize the use of recycled water capital investments made by IEUA and its contracting agencies with recycled water use within the region.**

1. Retail contracting agencies shall substantially fulfill prior recycled water connection commitments for all existing infrastructure.
2. Firm contracting agency commitments for recycled water use will drive new regional investments.

# Recycled Water Policy Principles



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

Sylvie Lee

IEUA Board of Directors Meeting  
March 2016



# RW Policy Principles

- IEUA began discussions with member agencies: 2012
- Item was presented to the Policy Committee: Dec 2014
- Discussions resumed: Jul 2015
- Item was presented to Regional Committees: Oct/Nov 2015
- Regional Technical Committee unanimously approved: Jan 2016
- Regional Policy Committee – action: March 3, 2016

# RW Policy Principles

1. Maximize beneficial RW use
2. Promote efficient use of RW
3. RW allocation rights
4. RW system operation
5. RW Demand Management
6. Achieve full cost of service
7. Maximize the capital investments



# RW Policy Principles

- **The regional recycled water entitlement will be based on the following:**
  - Contracting agency entitlement based on wastewater contribution, future external supplies and any acquisition of another contracting agency's unused entitlement.
  - This entitlement will be used for each contracting agency's Santa Ana River discharge obligations, direct use and /or regional recharge.
  - Contracting agency use above entitlement will require replacement water.
  - If current direct use exceeds entitlement, current direct use will be temporarily substituted for entitlement and GWR allocations will be curtailed until June 30, 2023.

# Next Steps

- **February 2016: Regional Technical Committee**
  - Action Item: Approved RW Policy Principles
- **April 2016: IEUA Board**
  - Resolution for Amendment of Regional Contract for RW
- **April – May 2016: Technical/Policy Committee**
  - Regional Contract Recommendation for Approval
- **June 2016: IEUA Board**
  - Adoption of Regional Contract Amendment for RW

# Recommendation

## Recycled Water Policy Principles

1. Approve the Recycled Water Policy Principles
2. Initiate Development of Regional Contract Amendment based on the RW Policy Principles

The development of the Recycled Water Policy Principles is consistent with the Agency's **Business Goal of increasing Water Reliability** by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.


**ACTION  
ITEM**


**2H**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (3/9/16)  
Finance, Legal, and Administration Committee (3/9/16)

From: P. Joseph Grindstaff   
General Manager

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

Jason Gu   
Grants Officer

Subject: Adoption of Resolutions for a Small Community Grant Application

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## **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2016-3-1, authorizing the General Manager to sign a Financial Assistance Agreement with the State Water Resources Control Board (SWRCB) for a Planning Grant application through the Small Community Wastewater Grant Program; and
2. Adopt Resolution No. 2016-3-2, dedicating certain revenues in connection with the Small Community Wastewater Grant Program and associated State Revolving Fund (SRF) loan financing.

## **BACKGROUND**

Groundwater represents a significant source of drinking water supply in the Chino Basin. Nitrate contamination in Chino Basin groundwater drives local water agencies to operate expensive treatment processes to protect the public health and meet drinking water standards.

In 1989, the SWRCB conducted a survey on nitrate contamination and the legacy use of septic tanks. The study found that there was a link between the nitrate contamination in groundwater and septic tank use. The SWRCB created the Small Community Wastewater Grant Program offering

## Adoption of Resolutions for a Small Community Grant Application

March 16, 2016

Page 2 of 2

\$500,000 per project, without local match, to help small and disadvantaged communities in correcting public health and water quality problems.

In 2015, IEUA's Planning Department conducted a preliminary study on septic tank users within the Agency's service area. The study found that many of the septic tanks users are also in financially disadvantaged communities. The Agency issued a request for proposals for a feasibility study to further evaluate the overall economic benefit of converting the septic tank users to sewer service. The study has an estimated cost of \$300,000 to \$500,000.

In February 2016, IEUA applied for the Small Community Wastewater Planning Grant to support the study in areas that will qualify as small financially disadvantaged communities. The grant program requires the adoption of resolutions authorizing the Agency to apply for the planning grant, and to dedicate certain revenues in case a SRF loan is needed.

This grant application supports the Agency's mission to promote sustainable use of groundwater and development of local water supplies. This grant application is consistent with the Agency's mission of pursuing state and federal grant and low interest loan funding.

### **PRIOR BOARD ACTION**

None.

### **IMPACT ON BUDGET**

The grant for Project No. PL16015, Feasibility Study for Providing Sewer Service to Septic Users is seeking \$500,000 for the project, with no matching fund requirement. Upon approval by the SWRCB, the project budget will be revised to align with the grant funding. For community blocks that do not qualify for the Small Community Wastewater Planning Grant, a low interest SRF loan will be negotiated under the same application, if the Agency determines that it is necessary.

#### Attachments:

Resolution No. 2016-3-1

Resolution No. 2016-3-2

**RESOLUTION NO. 2016-3-1**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING ITS INTENTION TO APPLY FOR A FINANCIAL ASSISTANCE GRANT FOR THE SMALL COMMUNITY FEASIBILITY STUDY TO EVALUATE PROVIDING SEWER SERVICES TO SEPTIC USERS IN THE IEUA SERVICE AREA**

**BE IT RESOLVED**, by the Board of Directors of the Inland Empire Utilities Agency (IEUA) that the General Manager, or in his absence, his designees, is hereby authorized and directed to sign and file, on behalf of the Inland Empire Utilities Agency (IEUA), a Financial Assistance Application for a grant agreement from the State Water Resources Control Board for the Feasibility Study providing an evaluation of the septic parcels within the Agency service area to target and maximize benefit to the Agency and the Chino Groundwater Basin to provide sewer service;

**BE IT RESOLVED**, that the IEUA hereby agrees and further does authorize the General Manager, or in his absence, his designees, to provide the assurances, certifications and commitments required for the financial assistance applications, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto; and

**BE IT FURTHER RESOLVED**, that the General Manager, or in his absence, his designees, is authorized to represent the IEUA in carrying out the IEUA's responsibilities under the grant agreement, including certifying disbursement requests on behalf of the IEUA and compliance with applicable state and federal laws.

**ADOPTED** this 16<sup>th</sup> day of March, 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

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. 2016-3-1 was adopted at a regular meeting  
on March 16, 2016 of said Agency\* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Steven J. Elie, Secretary/Treasurer

(SEAL)

\* A Municipal Water District



**RESOLUTION NO. 2016-3-2**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
INLAND EMPIRE UTILITIES AGENCY, SAN  
BERNARDINO, CALIFORNIA, DEDICATING CERTAIN  
REVENUES IN CONNECTION WITH A THE SMALL  
COMMUNITY GRANT FUNDING PROGRAM AND  
ASSOCIATED STATE REVOLVING FUND (SRF)  
FINANCING FROM THE STATE WATER RESOURCES  
CONTROL BOARD**

**WHEREAS**, The State Water Resources Control Board (SWRCB) offers funding to assist local agencies to provide funding for the planning, design, and construction of water recycling projects that offset or augment state fresh water supplies;

**WHEREAS**, The Board of Directors of the Inland Empire Utilities Agency (IEUA) has authorized the General Manager, or in his absence, his designees, to apply for and execute the Small Community Grant and associated State Revolving Fund (SRF) loan with the SWRCB;

**WHEREAS**, IEUA has applied for a Small Community Grant and associated SRF loan from SWRCB for the Sewer Service to IEUA Septic Users Project (Project); and

**WHEREAS**, the SWRCB's SRF loan program requires each recipient to establish one or more dedicated sources of revenue for repayment of the SRF loan.

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Directors, that IEUA hereby dedicates and pledges the property tax revenue and the wastewater capital connection fees from Regional Wastewater Fund to payment of any and all Clean Water State Revolving Fund and/or Water Recycling Funding Program financing for the Sewer Service to IEUA Septic Users Study, CWSRF Project No. 8212-110. IEUA commits to collecting such revenues and maintaining such funds(s) throughout the term of such financing and until IEUA has satisfied its repayment obligation thereunder, unless modification or change is approved in writing by the SWRCB. So long as the financing agreements are outstanding, IEUA's pledge hereunder shall constitute a lien in favor of the SWRCB on the foregoing fund(s) and revenue(s) without any further action necessary. So long as the financing agreements are outstanding, IEUA commits to maintaining the funds and revenues at levels sufficient to meet its obligations under the financing agreements.

**ADOPTED** this 16th day of March, 2016.

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

ATTEST:

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

STATE OF CALIFORNIA            )  
  ) SS  
COUNTY OF SAN BERNARDINO )

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO  
HEREBY CERTIFY that the foregoing Resolution No. 2016-3-2 was adopted at a regular meeting  
on March 16, 2016 of said Agency\* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Steven J. Elie  
Secretary/Treasurer

(Seal)

\*A Municipal Water District

# Small Community Wastewater Grant Application



## Feasibility Study - Septic Tanks to Sewer Service



Jason H. Gu  
Grants Officer

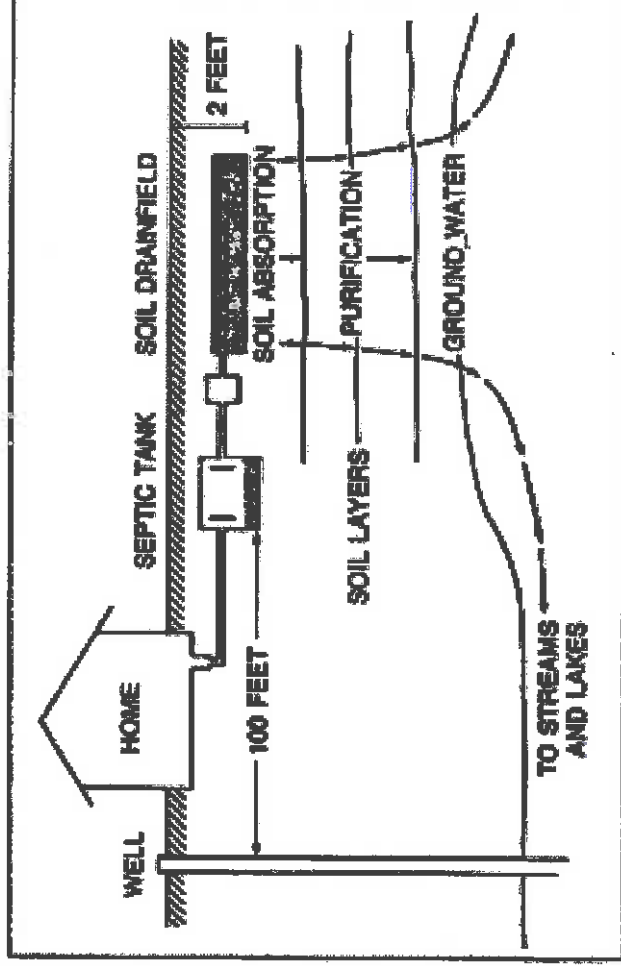
# Septic Tanks use in Service Area

## \* Regional Water Board

Septic tank use causes nitrate contamination in Chino Basin groundwater.

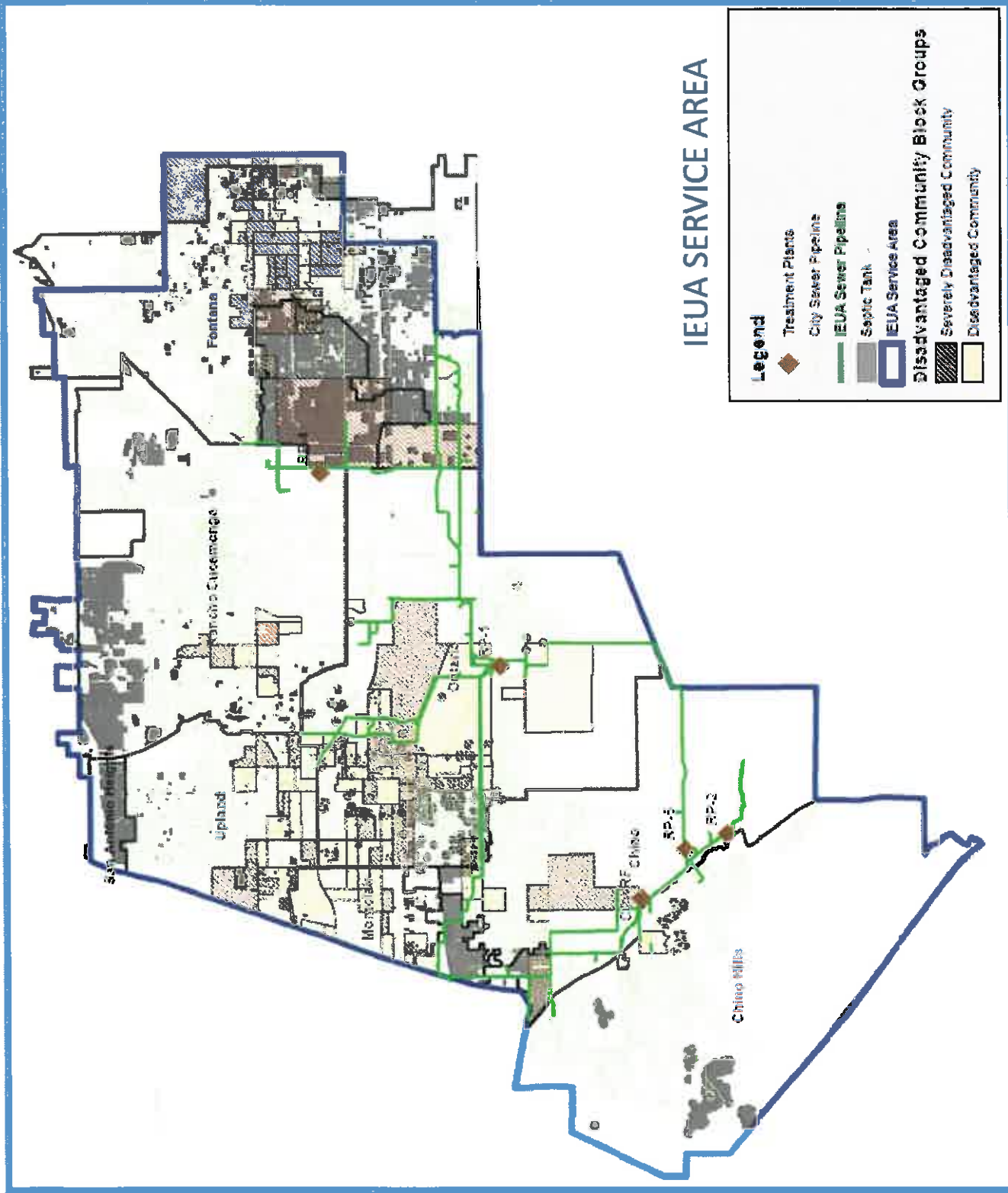
## \* Local Agencies

Build expensive treatment plants to protect public health and meet drinking water standards (CDA: \$300M capital, \$21M O&M)



# Feasibility Studies

- \* **2015 Planning Department Preliminary Study**
  - \* Septic tank users are in seven cities and unincorporated areas.
  - \* Many of the areas are financially disadvantaged communities.
- \* **2016 RFP for Feasibility Study**
  - \* Convert septic tank users to sewer service (connect to IEUA).
  - \* Technical feasibility and cost effectiveness to all stakeholders.
  - \* Overall economical and environmental benefits.
  - \* \$500,000 estimated feasibility study cost included in current budget.





# FONTANA

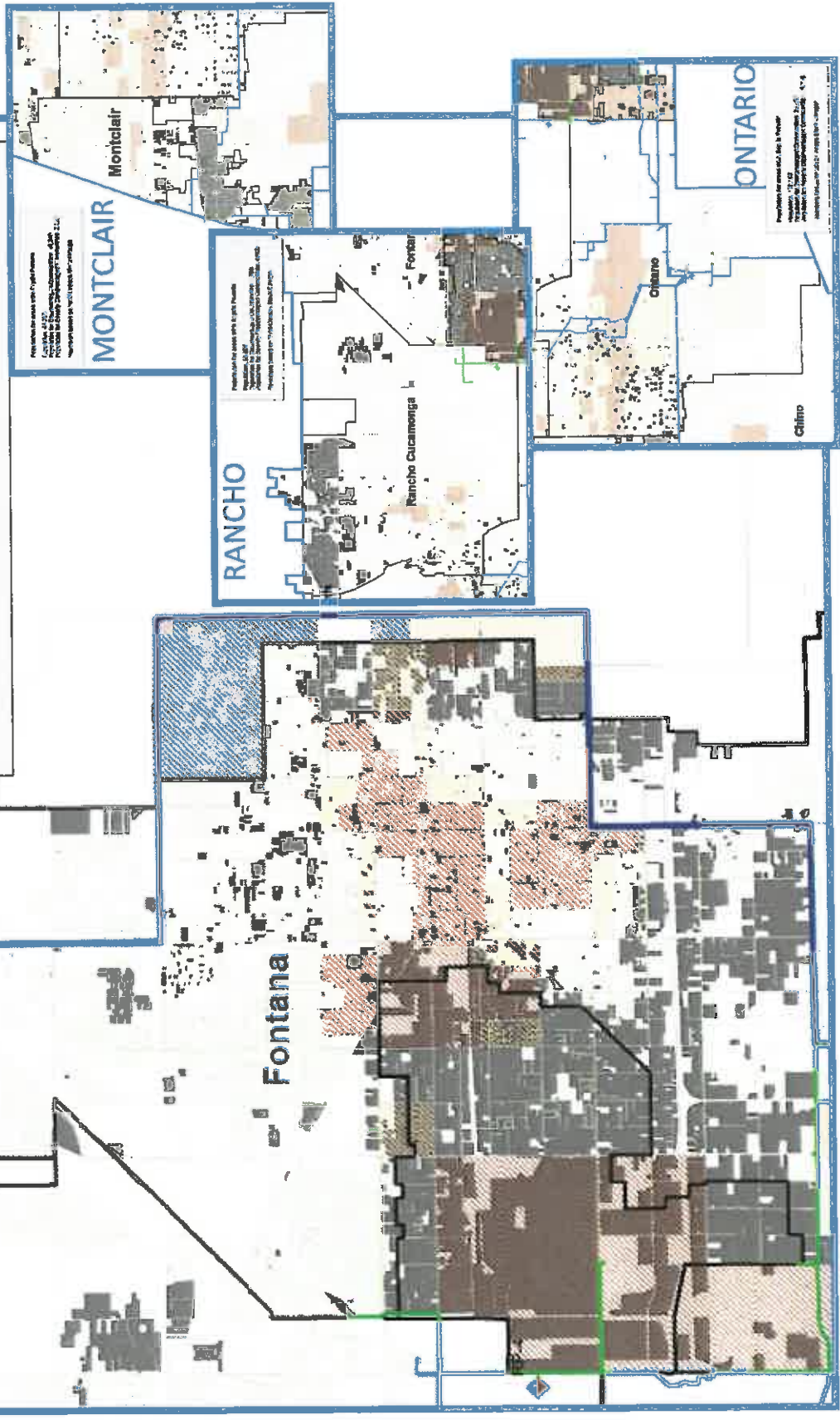
## Population for areas with Septic Parcels

Population: 200,658

Population for Disadvantaged Communities: 21,870

Population for Severely Disadvantaged Communities: 31,546

\*Numbers based on 2010 Census Block Groups\*



# Small Community Wastewater Grant (SCWG)

- \* **Grant Program**
  - \* Public health and water quality problems.
  - \* Financially disadvantaged communities.
  - \* Populations < 20,000 and Median Household Income < 80%.
  - \* \$500,000 planning grant to DAC without local match.
  - \* Planning grant can be rolled into construction SRF loan.
- \* **Planning Grant Application**
  - \* Submitted in February 2016, seeking \$500,000.
  - \* The SCWG grant requires two resolutions by IEUA Board.



# Recommendation

- \* Adopt Resolution No. 2016-3-1, authorizing the General Manager to execute the Financial Assistance Agreement & Related Documents
- \* Adopt Resolution No. 2016-3-2, dedicating certain revenues in connection with the grant application

*This action supports Agency's mission of promoting sustainable use of groundwater and increase local water supply. It is consistent with the Agency's mission of pursuing grants and loan interest financing.*


**INFORMATION  
ITEM**


**3A**


Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/09/16)

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: FY 2015/16 Second Quarter Budget Variance Report

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### **RECOMMENDATION**

This is an informational item for the Board of Directors to receive and file.

### **BACKGROUND**

The Budget Variance Report presents the Agency's financial performance through the second quarter ending December 31, 2015, includes various analyses in the following attachments:

- Exhibit A provides a comparison of actual revenues and expenses against the current FY 2015/16 amended budget including a discussion of major categories with the most significant variances.
- Exhibit B provides a progress status of Division and Department Goals and Objectives as established in the FY 2015/16 adopted budget.
- Exhibit C-1 presents a summary of Operations and Maintenance (O&M) budget transfers approved by management during the second quarter.
- Exhibit C-2 presents a summary of the GM contingency account activity.
- Exhibit D lists Board approved budget amendments and management approved budget transfers for capital and O&M projects.
- Attachment A provides a FY 2015/16 financial overview of each of the Agency's programs.

### **TOTAL REVENUES AND OTHER FUNDING SOURCES**

Overall, the Agency received total revenues and other funding sources during the second quarter of FY 2015/16 of \$84.7 million, or 38.0% of the amended budget (Exhibit A detail). The following section highlights key variances:

- **User Charges** – User charges were \$32.6 million or 48.6% of amended budget. This category includes \$24.7 million from equivalent dwelling unit (EDU) volumetric charges, \$5.3 million for non-reclaimable wastewater fees, \$2.6 million for imported potable water meter service charges, and associated surcharge and other fees.
- **Recycled Water Sales** – Recycled water sales at the end of second quarter were \$6.1 million, or 51.4% of the amended budget. Direct sales were \$3.9 million at 11,689 acre feet (AF) and groundwater recharge sales were \$2.2 million at 5,997 AF. Total year to date deliveries of 17,686 AF compared to the 35,150 AF projected for the fiscal year accounts for the favorable variance. A wet winter season may impact future deliveries due to reduced demand for recycled water and limit the recharge deliveries to groundwater basins.
- **MWD Imported Water Sales** – Total MWD pass-through imported water revenue was \$8.9 million or 21.6% of amended budget. The variance is due to continuous response to the drought condition and public outreach efforts aimed at reducing water demand. If dry weather persists, MWD may initiate water supply allocation plan to its member agencies. In addition, formation of an El Niño weather pattern could result in normal to above normal precipitation which could further suppress water demand.
- **MWD LPP Rebate** – Direct recycled water sales in excess of 3,500 AF and up to 17,000 AF are eligible for the Metropolitan Water District (MWD) Local Project Program (LPP) rebate at a rate of \$154/AF, for a maximum amount of \$2.1 million per fiscal year. At the end of the second quarter, the total rebate was \$1.3 million for 8,557 AF of credit or 63.4% of budget.
- **Property Taxes** – Tax receipts at the end of the second quarter were \$18.0 million or 43.8% of the amended budget. General ad-valorem property tax receipts from the San Bernardino County Tax Assessor (County) was \$15.3 million and “pass-through” incremental RDA taxes received was \$2.7 million. Taxes received from the county are estimated to be 12% higher than taxes received in December of last year. Tax revenue stream is anticipated to stabilize due to the housing market rebound and increase in the County’s property assessed valuation.
- **Wastewater Connection Fees** – Total wastewater connection fee receipts reported through the second quarter were \$13.1 million or 56.3% of the budget. A total of 2,571 new EDU connections was reported through December 2015, compared to the 4,330 new EDU connections budgeted for this fiscal year.
- **Grants & Loans** – Total receipts of \$0.8 million or 3.7% of the amended budget were received during the second quarter. Amended budget is comprised of \$8.9 million of grants and \$12.3 million of SRF loan proceeds. Grants and loans receipts are cyclical in nature due to the capital projects spending trend and the multi-year funding for large projects.
- **Cost Reimbursements** – Total cost reimbursements were \$2.6 million, or 48.0% of the amended budget. Reimbursements include \$1.7 million from the Inland Empire Regional Composting Authority (IERCA), \$0.6 million from Chino Basin Desalter Authority (CDA), and \$0.3 million from Chino Basin Watermaster (CBWM). Total cost

reimbursement budget of \$5.5 million includes; \$3.4 million from IERCA, \$1.4 million from CDA, and \$0.7 million from CBWM.

- **Other Revenues** – Total other revenues were \$0.8 million, or 10.7% of the amended budget, include cost reimbursable projects that are still in the early design phase and lease revenue for the RP-5 Solids Handling Facility that is on track.

**TOTAL EXPENSES AND USES OF FUNDS**

The Agency’s total expenses and uses of funds through the second quarter were \$76.9 million, or 32.6% of the amended budget.

The amended budget includes \$15.6 million of encumbrances and commitments carried forward from FY 2014/15; \$8.3 million for capital projects and \$7.3 million of operating (O&M) expenses, including O&M and reimbursable projects. In accordance with Agency Policy A-81 (Fiscal Year-End Carry Forward of Encumbrances and Related Budget), carry forward encumbrances, commitments and related budget not expended by December 31, 2015, are subject to cancellation unless otherwise approved by Executive Management. At the end of the second quarter, unspent carry forward was \$7,186,071, of which \$6,779,109 was extended and \$406,962 was returned, as shown in Table 1.

**Table 1: FY 2014/15 Encumbrance Carry Forward Status**

	Capital & Special Projects	O&M	Total
Carried Forward – September 2015	\$14,087,352	\$1,558,648	\$15,646,000
Remaining Carry Forward subject to Reversal	\$6,643,432	\$542,639	\$7,186,071
Carry Forward Requested for Extension	\$6,339,013	\$440,096	\$6,779,109
<b>Encumbrance Returned – January 2016</b>	<b>\$304,419</b>	<b>\$102,543</b>	<b>\$406,962</b>

Key expense variance highlights are:

- **Employment Expenses** – Employment expenses were \$20.1 million or 49.4% of amended budget. Higher than anticipated vacancy factor of 12.4%, equivalent to 36 full-time (FTE) positions, compared to budgeted vacancy rate of 4% (12 FTEs), provide savings in wages and benefits. Savings were partially offset by a \$3 million payment towards pension unfunded liabilities and other post-employment (OPEB) benefits.
- **Professional Fees & Services** – Total expenses were \$3.1 million, or 28.8% of the amended budget. The positive variance can be attributed to the timing of contracts and services that are anticipated to be executed in the subsequent months for:
  - *Contract labor & contract materials* for dig alerts, troubleshooting secondary system evaluation, treatment process improvements, and asset management;
  - Deferral of *consultant services* to perform analyses; research and studies for Planning & Environmental Compliance Department related to new water, recycled water, and regional wastewater capital function; earthwork and debris removal at the basins; and financial services to address taxes and LAFCO issues.
- **Chemicals** – Chemicals through the second quarter were \$1.9 million, or 41.6% of the amended budget.

- Sodium Hypochlorite – favorable variance is a result of the actual price per unit at \$0.55 per gallon lower than the budgeted costs of \$0.587 per gallon coupled with low actual flows. It is anticipated that the consumption of this category will increase during the winter months as flows increase and the metabolism of microorganisms slows down.
- Ferric Chloride - The reduced amount of raw waste water treated due to critical aeration equipment rehabilitation resulted to lower spending at this category. Year to date raw waste treated is 292,744 pounds at \$0.18 per pound.

While most chemicals were very close to targeted costs, others such as the buffers and chemical solutions used for maintenance instrumentation and calibration, and the continued monitoring of chemical usage and process optimization contribute to the overall favorable category variance.

- **Utilities** – Expenses in this category were \$4.9 million or 44.4% of the amended budget.
  - Electricity costs were higher than budgeted due to peak rate at \$0.137/kWh incurred between July and September. The current average rate of imported electricity of \$0.119/kWh is lower than the budgeted rate of \$0.125/kWh. Mid-year usage was measured at 35,084,262 kWh, or 50% of annual agency average of 70,000,000 kWh.
  - Natural gas was favorable due to a lower gas rate averaging \$0.45/therm compared to the budgeted rate of \$0.80/therm. Average usage was measured at 446,096 therms, or 36% of annual agency average of 1,200,000 therms.
  - Fuel cell is only operating at half rated capacity and producing electricity lower than the expected output.
  - Solar energy is slightly lower than the budgeted amount for the second quarter. Electricity generated from solar power is directly related to the amount of sunlight experienced during the year.
- **MWD Imported Water Purchases** – Total MWD pass-through imported water purchases were \$8.9 million for 15,345 AF or 21.6% of 50,000 AF budgeted for the fiscal year. Based on the volume year-to-date, the amended budget will be reduced to \$29.6 million, from \$41.4 million. The MWD imported water pass-through sales revenue will be reduced respectively.
- **Special and Reimbursable Projects** – O&M project expenditures were \$2.5 million or 8.8% of the amended budget. The Chino Basin Groundwater Wells and Raw Water Pipeline project budgeted for this fiscal year at \$9.0 million, or 32% of the amended budget, has been delayed due to the ongoing discussions. The CDA has initiated project management with Michael Baker International, but design and construction will not begin until ongoing discussions and terms are completed.
- **Capital Projects**–Total capital project expenditures were \$13.2 million or 25.6% of the amended budget of \$51.4 million, amended budget includes a net of \$8.0 million carry forward from prior fiscal year. Regional Wastewater projects account for approximately 56.0% of total capital project costs through the second quarter, and 36% were related to Recycled water projects.

As of December 31, 2015, there were fifteen (15) projects identified as eligible for closure which total to approximately \$4.6 million.

Table 2 below identifies projects with project budget over \$500,000 which are not projected to be expended in the current fiscal year. These projects account for approximately \$7.7 million, or 15% of the amended budget. Spending levels are largely driven by changes in project scope and schedule, construction bid results, regulatory issues, and available resources associated with such undertakings.

**Table 2: Project Budget Not Planned to be Expended in FY 2015/16**

- **Debt Service** – Total principal, interest, financial expenses and inter-fund loan for the second quarter were \$12.1 million or 51.8% of the amended budget. The 2008B Variable Rate Demand Bonds interest rate continues to stay below the budgeted 1% rate, with the actual rate averaging 0.013% year to date, resulting to \$0.4 million in savings.

A detailed explanation of significant revenue and expenses are included in the attached Exhibit A.

## FUND BALANCES AND RESERVES

The net result through the end of the second quarter indicated an increase of \$7.8 million in total fund balance, resulted in an ending fund balance of \$153.9 million. Change in the level of revenues, such as; the timing of receipts and expenditures, staff's continuous effort to improve and identify opportunities to reduce expenditures and timing or deferred execution of projects accounted for the increase. Table 3 provides an overview of the second quarter budget variance in revenue, expense, and fund balance.

Project #	Description	FY 15/16 Forecast	FY 15/16 Budget	Variance	Reason for Variance
EN06025	Wineville Ext Recy Wtr Pipeline Seg A	1,106,242	2,135,354	1,029,112	Completed under budget with a 4% change order ratio.
EN13001	San Savaine Basin Improvements	2,525,342	3,500,000	974,658	Construction slated to begin later in the fiscal year. Major portion of budget total to carried forward to FY 2015/16.
EN13045	Wineville RW Extension Segment B	1,639,135	2,506,255	867,120	Nearly complete and projected to finish below the FY budget.
EN13048	RP-1 930-Zone RW Pump Station Load Analysis	219,516	1,000,000	780,484	An extensive analysis of the RP-1 existing load is required prior to launching the design. The majority of the budget will be consumed in FY16/17.
EN13016	SCADA Enterprise System	3,190,282	4,200,000	1,009,718	Project is progressing with less than anticipated manpower and with minimal change orders. Contract negotiation resulted in \$400,000 of savings. Additionally, work on Phase 2 requires upfront as-building prior to design.
EN15008	New Water Quality Laboratory	854,301	1,700,000	845,699	Based on original TYCIP allocation, some of the FY15/16 budget belongs to the construction phase which will begin in FY16/17.
EN11031	RP-5 Flow Equalization and Effluent Monitoring	142,857	1,255,263	1,112,406	The project scope was modified to meet Agency operating requirements. Contract modifications are underway and resulted in delays.
EN14019	RP-1 Headworks Gate Replacement	185,558	700,000	514,442	The project evaluation period was extended based on review of project expectations and Stakeholder requirements.
EN16024	RP-1 Mixed Liquor Return Pumps	397,874	1,000,000	602,126	The project evaluation period was extended based on review of project expectations and Stakeholder requirements.
<b>Total</b>		<b>10,261,107</b>	<b>17,996,872</b>	<b>7,735,765</b>	

Source: ECM project Status-GM Report February 2016



**Table 3: Second Quarter Revenues, Expenses, and Fund Balance (\$Millions)**

Operating	FY 2015/16 Amended Budget	Second Quarter Ended 12/31/15	Actual % of Amended Budget
Operating Revenue	\$131.0	\$52.7	40.2 %
Operating Expense	\$160.5	\$51.3	31.9 %
<b>Operating Net Increase/(Decrease)</b>	<b>(\$29.5)</b>	<b>\$1.4</b>	
Non-Operating			
Non-Operating Revenue	\$91.6	\$32.0	34.9 %
Non-Operating Expense	\$75.2	\$25.6	34.0 %
<b>Non-Operating Net Increase/(Decrease)</b>	<b>\$16.4</b>	<b>\$6.4</b>	
Consolidated	FY 2015/16 Amended Budget	Second Quarter Ended 12/31/15	Actual % of Amended Budget
Total Sources of Funds	\$222.6	\$84.7	38.0 %
Total Uses of Funds	\$235.7	\$76.9	32.6 %
<b>Total Net Increase/(Decrease)</b>	<b>(\$13.1)</b>	<b>\$7.8</b>	
Beginning Fund Balance	\$146.1	\$146.1	
<b>Ending Fund Balance</b>	<b>\$133.0</b>	<b>\$153.9</b>	

## GOALS AND OBJECTIVES

Exhibit B provides information on division and related department goals and objectives and the status of each through the end of the fiscal year. The goals and objective indicators are used to track the volume and complexity of work by type and to track the effort invested to accomplish that work. Staff will use the indicators to track productivity and to justify current resource allocations, re-allocation and requests for additional staff.

## BUDGET TRANSFERS AND AMENDMENTS

O&M budget transfers for this quarter accounted for \$27,506 as detailed in Exhibit C-1.

*General Manager (GM) Contingency Account* budget for \$500,000 includes \$400,000 in the Regional Wastewater Operations & Maintenance (RO) Fund and \$100,000 in the Administrative Services (GG) Fund. At the end of the second quarter, \$70,000 from the GG Fund was utilized to support the unexpected and necessary expenses as listed in Exhibit C-2.



*Capital and O&M projects* budget transfers accounted for approximately \$2.0 million, including changes in total project budget of approximately \$0.5 million approved by management during the second quarter as listed in Exhibit D.

The budget variance analysis report is consistent with the Agency's business goal of Fiscal Responsibility: to demonstrate the Agency appropriately funded operational, maintenance, and capital costs.

**PRIOR BOARD ACTION**

None.

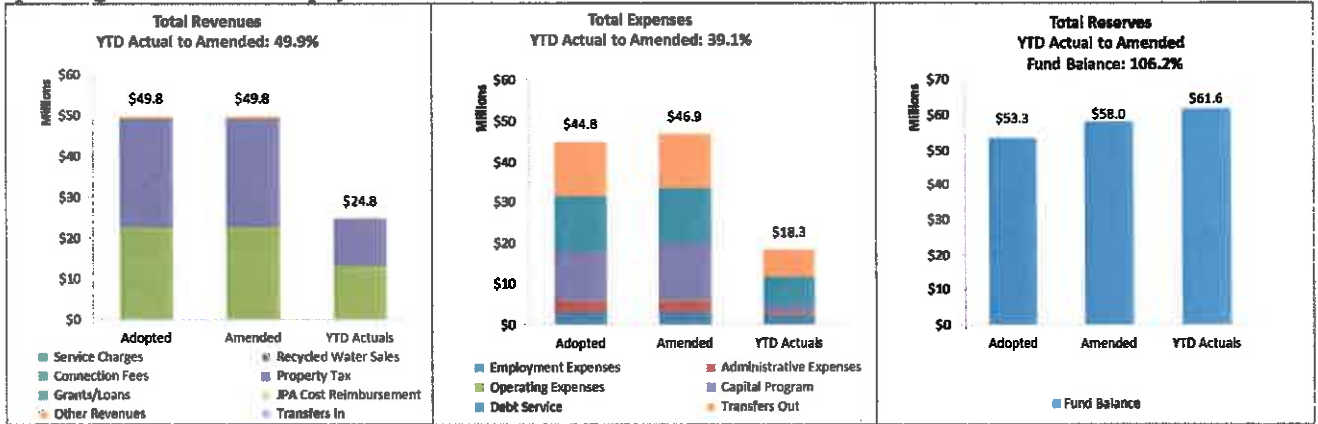
**IMPACT ON BUDGET**

The net increase in total revenues over total expenses in the amount of \$7.8 million resulted in a total estimated fund balance of \$153.9 million, for the second quarter ended December 31, 2015.

**Attachment A**  
**Financial Overview of Agency's Programs**  
**FY 2015/16 Second Quarter ended December 31, 2015**  
**Total Revenues, Expenses, and Fund Balance**

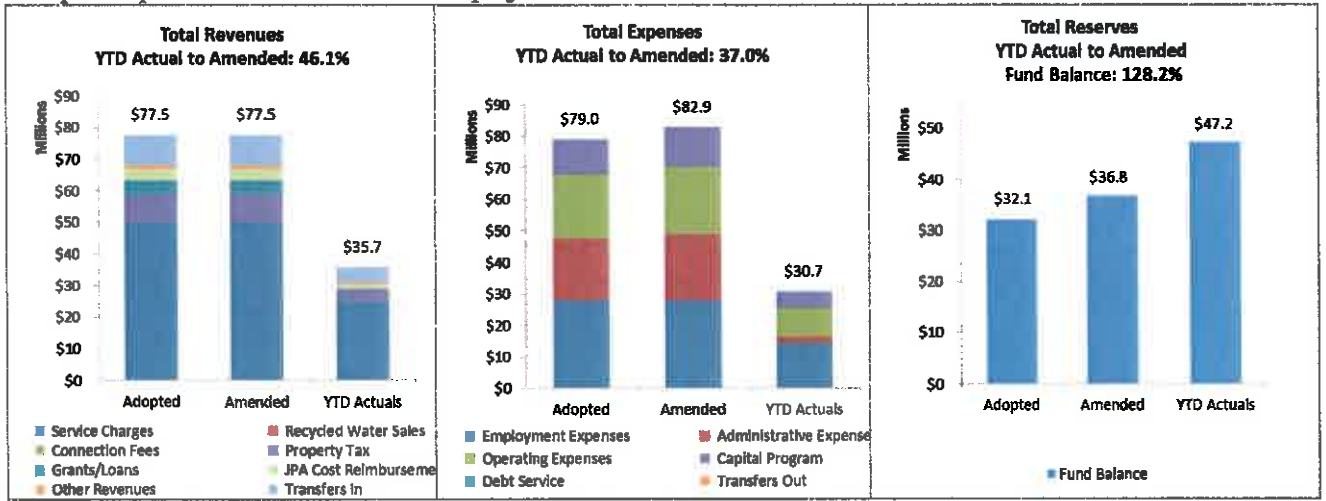
**Regional Wastewater Capital Improvement (RC) Fund**

- The fund balance indicated an increase of \$3.6 million compared to the amended budget due to low capital spending and debt service payments.



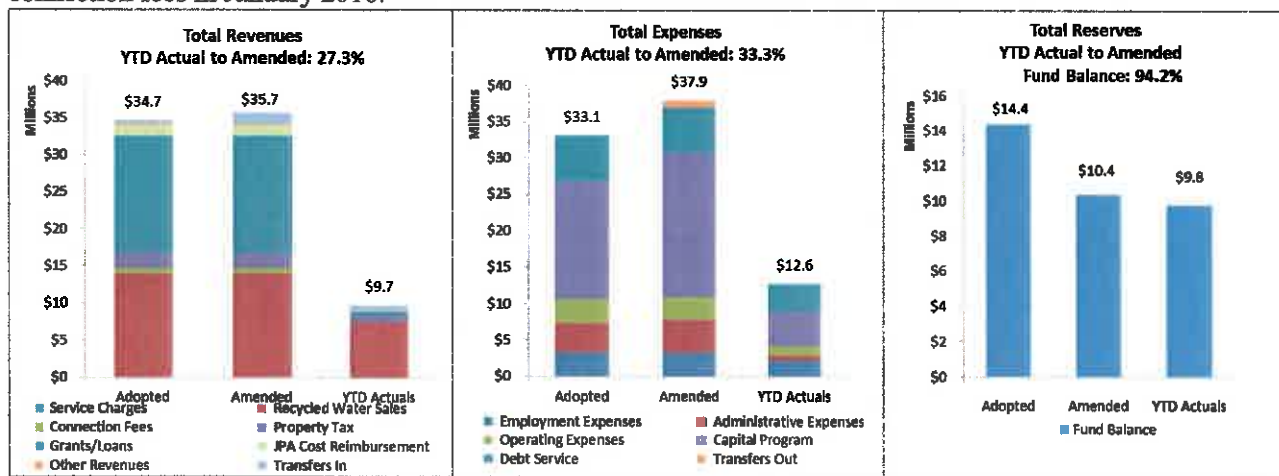
**Regional Wastewater Operations and Maintenance (RO) Fund**

- The fund balance increase of \$10.4 million compared to the amended budget due to the delayed execution of capital replacement and rehabilitation projects.



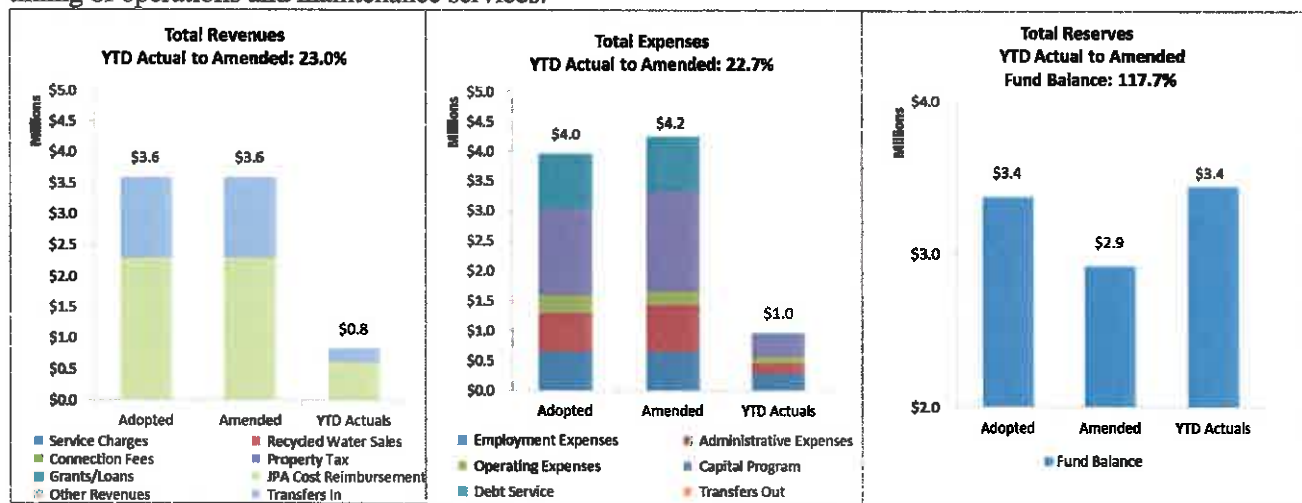
**Recycled Water (WC) Fund**

- The fund balance indicated a decrease of \$0.6 million compared to the amended budget due to lower grants and loan receipts linked to the level of capital spending. The Agency will begin collecting water connection fees in January 2016.



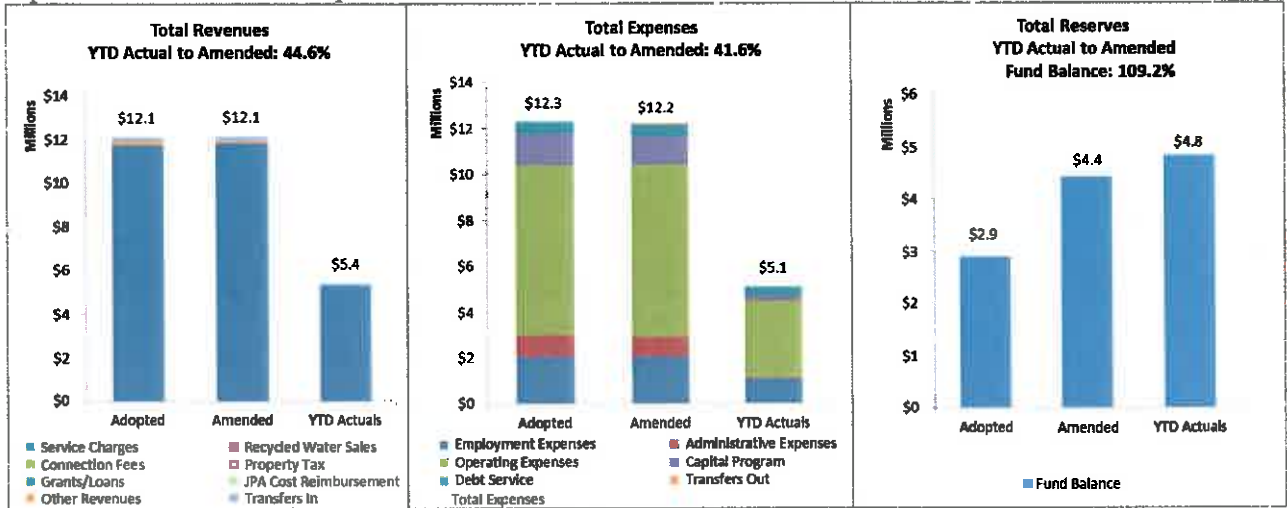
**Recharge Water (RW) Fund**

- The fund balance shows a slight increase of \$0.5 million compared to the amended budget due to the timing of operations and maintenance services.



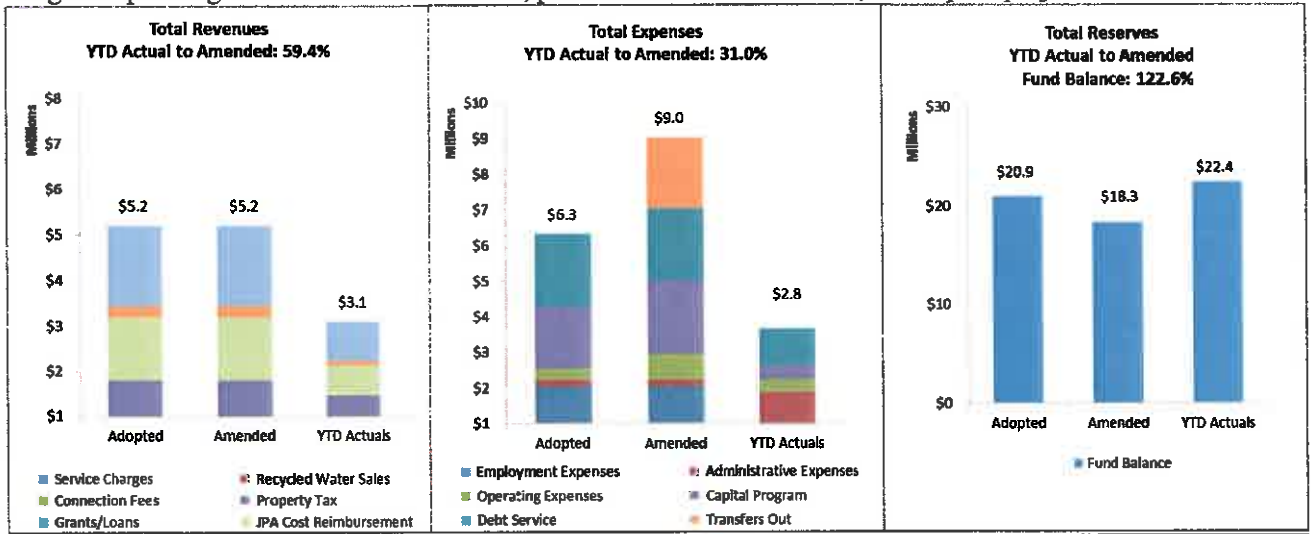
**Non-Reclaimable Wastewater (NRW) Fund**

- The fund balance indicated an increase of \$0.4 million compared to the amended budget due to delay of capital and administrative expenses.



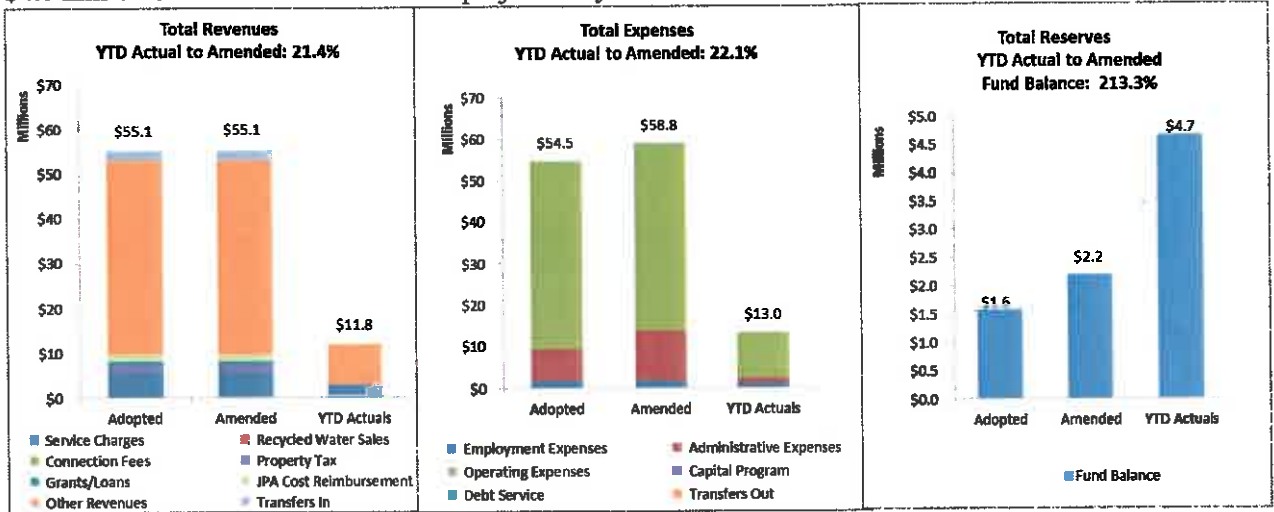
**Administrative Services (GG) Fund**

- The fund balance indicated an increase of \$4.1 million compared to the amended budget due to lower than budgeted spending in office & administration, professional fees & services, and capital project.



**Water Resources (WW) Fund**

- The fund balance indicates an increase of \$2.5 million compared to the amended budget due to lower special project spending which are eligible for reimbursements. The amended expense budget includes \$4.0 million of O&M and reimbursable project carry forward.

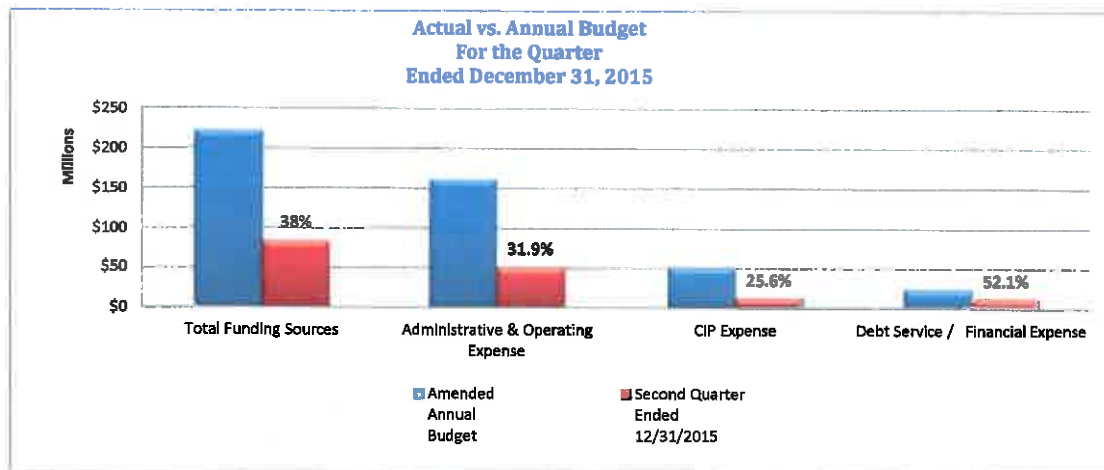


I. Actual vs. Budget Summary:

Second Quarter Ended December 31, 2015

% of the Year  
Elapsed: 50%

	Adopted Annual Budget	Amended Annual Budget	Second Quarter Ended 12/31/2015	Amended vs. Actual	% of Amended Budget
Operating Revenues	\$130,814,725	\$131,024,725	\$52,720,308	(78,304,417)	40.2%
Non-Operating (Other Sources of Fund)	91,839,772	91,629,772	31,988,764	(59,641,008)	34.9%
<b>TOTAL FUNDING SOURCES</b>	<b>222,654,497</b>	<b>222,654,497</b>	<b>84,709,072</b>	<b>(137,945,425)</b>	<b>38.0%</b>
Administrative & Operating Expense	(152,929,623)	(160,533,917)	(51,283,848)	109,250,068	31.9%
CIP Expense	(43,886,402)	(51,408,476)	(13,175,362)	38,233,114	25.6%
Debt Service / Financial Expense	(23,802,656)	(23,802,657)	(12,408,953)	11,393,704	52.1%
<b>TOTAL USES OF FUNDS</b>	<b>(220,618,681)</b>	<b>(235,745,050)</b>	<b>(76,868,163)</b>	<b>158,876,887</b>	<b>32.6%</b>
Surplus/(Deficit)	2,035,816	(13,090,552)	7,840,909	20,931,462	-59.9%



2. Actual Revenue vs. Budget:

**% of the Year Elapsed: 50%**

	Adopted Annual Budget	Amended Annual Budget	Second Quarter Ended 12/31/2015	Amended vs. Actual	% of Amended Budget
<b>Operating Revenues:</b>					
User Charges	\$67,040,941	\$67,250,941	\$32,666,590	\$34,584,351	48.6%
Recycled Water Sales	11,942,682	11,942,682	6,141,467	5,801,215	51.4%
MWD Water Sales	41,440,829	41,440,829	8,931,023	32,509,806	21.6%
MWD LPP Rebate	2,079,000	2,079,000	1,317,732	761,268	63.4%
Property Tax - O&M	1,792,530	1,792,530	785,684	1,006,846	43.8%
Cost Reimbursement	5,482,843	5,482,843	2,629,186	2,853,657	48.0%
Interest	1,035,900	1,035,900	248,626	787,274	24.0%
<b>OPERATING REVENUES</b>	<b>130,814,725</b>	<b>131,024,725</b>	<b>52,720,308</b>	<b>78,304,417</b>	<b>40.2%</b>
<b>Non-Operating Revenues:</b>					
Property Tax - Debt, Capital, Reserves	\$39,364,099	\$39,364,099	\$17,253,692	\$22,110,407	43.8%
Connection Fees	\$23,329,423	\$23,329,423	\$13,124,856	\$10,204,567	56.3%
Grants & Loans	21,257,262	21,257,262	787,794	20,469,468	3.7%
Other Revenue	7,888,988	7,678,988	822,422	6,856,566	10.7%
<b>NON-OPERATING REVENUES</b>	<b>91,839,772</b>	<b>91,629,772</b>	<b>31,988,764</b>	<b>59,641,008</b>	<b>34.9%</b>
<b>Total Revenues</b>	<b>\$222,654,497</b>	<b>\$222,654,497</b>	<b>\$84,709,072</b>	<b>\$137,945,425</b>	<b>38.0%</b>

**User Charges , 48.6%** User charges were \$32.6 million, or 48.6% of the Amended Budget. The category includes equivalent dwelling unit (EDU) volumetric charges of \$24.7 million, \$5.3 million Non-Reclaimable wastewater fees paid by industrial and commercial users connected to the brine line system; \$2.6 million for water meter service charge to meet our Readiness-to-Serve obligation from MWD and water use efficiency programs; and for imported potable water surcharge, and other service charges.

**Property Tax/ AdValorem, 43.8%** The \$18.0 million in property tax receipts included \$15.3 million of general ad-valorem property tax from the San Bernardino County and \$2.7 million in "pass-through" incremental taxes (RDA). Taxes received from the county are estimated to be 12% higher compared to taxes received in December of last year. Tax revenue stream is anticipated to stabilize due to the housing market rebound and increase in the County's property assessed valuation.

**Recycled Water Sales, 51.4%** Recycled water actual direct and groundwater recharge sales were \$3.9 million (11,689 AF) and \$2.2 million (5,997 AF) respectively, for a combined total \$6.1 million or 51.4% of the budget. Total year to date deliveries is 17,686 AF compared to the 35,150 AF projected for the fiscal year. A wet winter season may impact future deliveries due to reduced demand for recycled water and limit the recharge deliveries to groundwater basins.

**Interest Income, 24.0%** Interest income is \$0.3 million or 24.0% of the annual budget. The current low interest rate environment accounts for low interest earnings with average sweep and LAIF pooled investments yielding 0.325% compared to the budgeted interest rate of 0.50%. The recent increase in the Federal rate from 0% to 0.25% resulted to having very little impact on the interest rates earning being offered.

**MWD Water Sales, 21.6%** Total MWD pass-through imported water revenue was \$8.9 million or 21.6% of amended budget. The variance is due to the continuous response to drought condition and public outreach efforts aimed at reducing water. If dry weather persists, MWD may initiate water supply allocation plan to its member agencies. In addition, if the formation of an El Nino weather pattern happens, this could result in normal to above normal precipitation which could further suppress water demand. A total of 15,345 AF of pass through water was delivered at the end of the second quarter compared to 50,000 AF budgeted for FY 2015/16. The current projection indicates the imported water sales will go below 50,000 AF. The initial sales projection of \$41.4 million decrease to approximately \$29 million. As a result the MWD water purchases will be reduced respectively.

**MWD LPP Rebates, 63.4%** MWD LPP rebate is budgeted at \$2.1 million or \$154/AF for direct recycled water deliveries up to 17,000 AFY, excluding the initial 3,500 AFY. Total rebate of \$1.3 million or 63.4% of budget, a total of 8,557 AF was applied for at the end of the second quarter.

**Wastewater Connection Fees, 56.3%** Member agencies reported \$13.1 million or 56.3% of the budget. A total of 2,571 new wastewater connections were reported by member agencies through December compared to the budgeted new EDU connections for FY 2015/16 of 4,330.

<b>Grants and Loans, 3.7%</b>	Current grant and loan receipts total \$0.8 million for the second quarter or just 3.7% of the annual budget of \$21.2 million. Grants are budgeted at \$8.9 million for the Regional Recycled Water Distribution System, ground water supply wells and basins, water quality laboratory and drought and water conservation. SRF loan receipts are budgeted at \$12.3 million for Wineville area and other recycled water projects and the new water quality laboratory. Grant and loan revenues are cyclical in nature due to capital projects spending trends and the multi-year funding for large projects.
<b>Cost Reimbursements JPA, 48.0%</b>	Total cost reimbursements were \$2.6 million, or 48.0% of the amended budget. Category actual includes reimbursements of \$1.7 million from the Inland Empire Regional Composting Authority (IERCA), \$0.6 million from Chino Basin Desalter Authority (CDA), and \$0.3 million from Chino Basin Watermaster (CBWM). Total cost reimbursement budget of \$5.5 million includes; \$3.4 million from IERCA, \$1.4 million from CDA, and \$0.7 million from CBWM.
<b>Other Revenues, 10.7%</b>	Total other revenues were \$0.8 million, or 10.7% of the amended budget. Lower levels of revenues in this category is due to the majority of reimbursable projects that are still in the early design phase. Other revenues include \$0.5 million from lease revenue for the RP-5 Solids Handling Facility, \$0.3 million in project reimbursements.



3. Actual Operating and Capital Expense vs. Budget:

% of the Year  
Elapsed: 50%

	Adopted Annual Budget	Amended Annual Budget	Second Quarter Ended 12/31/2015	Amended vs. Actual	% of Amended Budget
<b>Operating Expenses:</b>					
Employment	\$40,609,906	\$40,609,906	\$20,079,646	\$20,530,260	49.4%
Admin & Operating	112,319,717	119,924,011	31,204,202	\$88,719,809	26.0%
<b>OPERATING EXPENSES</b>	<b>\$152,929,623</b>	<b>\$160,533,917</b>	<b>\$51,283,848</b>	<b>\$109,250,068</b>	<b>31.9%</b>
<b>Non-Operating Expenses:</b>					
Capital	43,886,402	51,408,476	13,175,362	\$38,233,114	25.6%
Debt Service and All Other Expenses	23,802,656	23,802,657	12,408,952	\$11,393,705	52.1%
<b>NON-OPERATING EXPENSES</b>	<b>\$67,689,058</b>	<b>\$75,211,133</b>	<b>\$25,584,315</b>	<b>\$49,626,819</b>	<b>34.0%</b>
<b>Total Expenses</b>	<b>\$220,618,681</b>	<b>\$235,745,050</b>	<b>\$76,868,163</b>	<b>\$158,876,887</b>	<b>32.6%</b>

Employment Expense

**Employment , 49.4%**

This category includes both wages and benefits. Employment expenses were \$20.1 million or approximately 49.4% of the Amended Budget. Higher than anticipated vacancy factor of 12.4% (36 positions) compared to budgeted vacancy rate of 4% (12 positions) provides savings in wages and benefits. These savings were partially offset by \$3 million of pension costs associated with unfunded liabilities and other post-employment benefits.

Administrative & Operating Expense

**Office and Administrative, 26.7%**

The favorable variance was due to the inclusion of the GM contingency for \$430,000 under this category (Exclusion of this account will result to 32.3% of budget). Expenses related to conferences and training were lower than budgeted but are expected to increase when training related courses will be made available and attended by employees in the coming months. Other unspent items such as contributions, sponsorships, subscriptions, and advertising are anticipated to be spent within the fiscal year.

**Professional Fees & Services , 28.8%**

Variance is attributed to the timing of contracts and services that are anticipated to be executed in the subsequent months for: (1) *contract labor & contract materials* for dig alerts, troubleshooting secondary system evaluation, treatment process improvements, and asset management; (2) deferral of *consultant services* to perform analyses; research and studies for Planning & Environmental Compliance Department related to new water, recycled water, and regional wastewater capital function; earthwork and debris removal at the basins; and financial services to address taxes and LAFCO issues.

**Materials & Supplies/Leases/Contribution , 39.4%**

The favorable variance was primarily due to staff's ongoing effort to monitor operational equipment usage to ensure maximum use from supplies, replacement parts and consumables used by treatment plants/facilities such as pumps, conveyors, process analyzer, mechanical & electrical devices for motor, control panels, and valve actuators.

**Biosolids Recycling , 33.7%**

Residual disposal is under budget due to the optimization of the RP-1 centrifuge and the continuous use of the solar pad at RP-2 to further dry biosolids which helps reduce operating costs. Total tonnage shipped to IERCA was approx. 28,000 tons at \$54 per ton accounted for 43% of the annual projected tonnage of 64,600. Total tonnage hauled was approx. 20,900 tons at \$5.60- \$6.00 per ton which is lower than the budgeted transportation cost of \$7.67 per ton.

**Chemicals , 41.6%**

Chemicals through the second quarter were \$1.9 million or 41.6% of budget. Favorable variance was due to *sodium hypochlorite's* actual price per unit at \$0.55 per gallon lower than the budgeted cost of \$0.587 per gallon coupled with low actual flows. This category is anticipated to increase during the winter months as flows increase and the metabolism of microorganisms slows down. *Ferric chloride's* lower actual cost at \$0.18 per pound compared to budget cost of \$0.276 per pound in addition to the reduced amount of raw waste water treated due to critical aeration equipment rehabilitation resulted to lower spending at this category. While most chemicals were very close to targeted costs, others such as the buffers and chemical solutions used for maintenance instrumentation and calibration are lower than budgeted. The continued monitoring of chemical usage and process optimization contribute to the overall favorable category variance.

**MWD Water Purchases , 21.6%**

Total MWD pass-through water purchases were \$8.9 million or 15,345 AF compared to 50,000 AF budgeted. Based on the volume year-to-date, the amended will be reduced from \$41.4 million to \$29.6 million. The MWD imported water pass-through sales revenue will be reduced respectively.

**Utilities , 44.4%**

Electricity usage were higher than budgeted due to peak rate at \$0.137/kWh incurred between July and September. Current average rate for imported electricity of \$0.119 versus \$0.125/kWh budgeted rate. Mid-year usage was measured at 35,084,262 kWh against annual agency average of 70,000,000 kWh.

Natural gas expense is low due to the lower gas rate averaging \$0.45/therm compared to the budgeted rate of \$0.80/therm and lower usage measured at 446,096 therms compared to annual agency average of 1,200,000 therms.

Fuel Cell is operating half rated capacity and producing electricity lower than the expected output.

Solar energy is slightly lower than the budgeted amount for the second quarter. Electricity generated from solar power is directly related to the amount of sunlight experienced during the year.

**Special and Reimbursable Projects , 7.5% and 43%**

The combined special and reimbursable project expenditures were \$2.5 million or 8.8% of the Amended Budget. The favorable variance is mainly due to the Chino Basin Groundwater Wells and Raw Water Pipeline budgeted at \$9.0 million or 32% of the amended budget which has been delayed due to the ongoing settlement negotiations with the Regional Board. The table below provides a summary of the major projects and current status.

**Financial Expenses****Financial Expense , 51.8%**

Total financial expenses were \$12.1 million or 51.8% through the second quarter. Actual costs included \$6.8 million in principal payments and \$5.3 million in interest, interfund loan and other financial administration fee expense.

**Capital Expense****Capital Costs , 25.6%**

Capital actual expenditures through the second quarter were \$13.2 million or 25.6% when compared to the amended budget of \$51.4 million. The amended budget includes encumbrances and related budget of \$8.0 million of capital project budget carried forward/reversed from FY 2014/15. Approximately \$7.7 million or 15% of the amended budget has been identified to not be spent in this fiscal year (see details at the board letter). Spending levels are largely driven by changes in project scope and schedule, construction bid results, regulatory issues, and external resources associated with such undertakings. Actual cost related to Regional Wastewater projects were \$7.4 million or 56% of actual costs and \$4.8 million or 36% of the actual costs were related to Recycled Water projects. Listed below is a brief status report for some of the major projects currently under construction.

**Summary of major capital and special project expenses and status as of December 31, 2015**

Capital Project		Amended FY 2015/16	YTD Expenditure	Budgeted Amount Remaining
EN13016	<b>SCADA Enterprise System</b> The project will convert the existing control and workrooms into new server and control rooms at CCWRF, RP-1, RP-4, and RP-5 to be utilized in the migration of the SCADA system. The server and control rooms will serve the long-term needs of the facility, and will provide Operations and Integrated System Services staff with improved facilities to support the operation and maintenance of the process. The CCWRF portion of the project is currently in construction and estimated to be complete by the end of the second quarter.	4,200,000	2,622,499	1,577,501
EN13001	<b>San Seavine Basin Improvements</b> It is projected that budget will not be expended this fiscal year since majority of the expense is within construction phase which will begin later in the fiscal year. The capital call will be reduced to reflect the major expenses occurring in the following fiscal year.	3,500,000	124,191	3,375,809
EN13045	<b>Wineville Extension Recycled Water Pipeline Segment B</b> This project is near its completion phase and the remaining budget for this fiscal year will not be expended.	2,506,256	1,471,085	1,035,171
EN15008	<b>Water Quality Laboratory</b> It is projected that budget will not be expended this fiscal year since construction phase is anticipated to in FY 2016/17.	1,700,000	432,307	1,267,693
<b>O&amp;M &amp; Reimbursable Projects</b>		<b>Amended FY 2015/16</b>	<b>YTD Expenditure</b>	<b>Budgeted Amount Remaining</b>
EN16021	<b>Chino Basin Groundwater</b> The project work has been delayed due to the ongoing settlement negotiations with the Regional Board. CDA has initiated project management with Michael Baker International, but design and construction will not begin until Regional Board settlement is complete, per IEUA's agreement with CDA. The Regional Board is expected to present the proposed settlement to their Board of Directors in January 2016.	9,000,000	56,046	8,943,954
WR16007	<b>Residential Rebate</b> Activity is driven by public participation and MWD's invoicing typically occurs 3-6 months after customer has been paid.	314,185	98,783	215,402

**INLAND EMPIRE UTILITIES AGENCY**  
**Fiscal Year 2015/16**  
**CONSOLIDATED BUDGET VARIANCE ANALYSIS REPORT**  
**Second Quarter Ended December 31, 2015**

	Adopted FY 2015/16 Annual Budget	Amended FY 2015/16 Annual Budget	YTD Actual	YTD Variance	YTD % Budget Used
<b><u>OPERATING REVENUES</u></b>					
User Charges	\$67,040,941	67,250,941	\$32,666,590	(\$34,584,351)	48.6%
Recycled Water	11,942,682	11,942,682	6,141,467	(5,801,215)	51.4%
MWD Water Sales	41,440,829	41,440,829	8,931,023	(32,509,806)	21.6%
MWD LPP Rebates	2,079,000	2,079,000	1,317,732	(761,268)	63.4%
Property Tax - O&M	1,792,530	1,792,530	785,684	(1,006,846)	43.8%
Cost Reimbursement from JPA	5,482,843	5,482,843	2,629,186	(2,853,657)	48.0%
Interest Revenue	1,035,900	1,035,900	248,626	(787,274)	24.0%
<b>TOTAL OPERATING REVENUES</b>	<b>\$130,814,725</b>	<b>\$131,024,725</b>	<b>\$52,720,308</b>	<b>(\$78,304,417)</b>	<b>40.2%</b>
<b><u>NON-OPERATING REVENUES</u></b>					
Property Tax - Debt, Capital, Reserves	\$39,364,099	\$39,364,099	\$17,253,692	(\$22,110,407)	43.8%
Connection Fees	23,329,423	23,329,423	13,124,856	(10,204,567)	56.3%
Grants	8,942,419	8,942,419	416,287	(8,526,132)	4.7%
SRF Loan Receipts	12,314,843	12,314,843	\$371,507	(11,943,336)	3.0%
Project Reimbursements	4,994,447	4,901,447	340,909	(4,560,538)	7.0%
Other Revenue	2,894,541	2,777,541	481,513	(2,296,028)	17.3%
<b>TOTAL NON OPERATING REVENUES</b>	<b>\$91,839,772</b>	<b>\$91,629,772</b>	<b>\$31,988,764</b>	<b>(\$59,641,008)</b>	<b>34.9%</b>
<b>TOTAL REVENUES</b>	<b>\$222,654,497</b>	<b>\$222,654,497</b>	<b>\$84,709,072</b>	<b>(\$137,945,425)</b>	<b>38.0%</b>
<b><u>ADMINISTRATIVE and OPERATING EXPENSES</u></b>					
<b>EMPLOYMENT EXPENSES</b>					
Wages	\$22,448,006	\$22,448,006	\$11,673,519	\$10,774,487	52.0%
Benefits	18,161,900	18,161,900	8,406,127	9,755,772	46.3%
<b>TOTAL EMPLOYMENT EXPENSES</b>	<b>\$40,609,906</b>	<b>\$40,609,906</b>	<b>\$20,079,646</b>	<b>\$20,530,260</b>	<b>49.4%</b>
<b>ADMINISTRATIVE EXPENSES</b>					
Office & Administrative	\$1,281,624	\$2,115,912	\$565,968	\$1,549,944	26.7%
Insurance Expenses	775,500	747,425	346,740	400,685	46.4%
Professional Fees & Services	9,249,989	10,578,208	3,051,440	7,526,768	28.8%
O&M Projects	22,106,625	27,371,918	2,040,854	25,331,064	7.5%
Reimbursable Projects	100,000	1,039,889	446,895	592,994	43.0%
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$33,513,738</b>	<b>\$41,853,352</b>	<b>\$6,451,897</b>	<b>\$35,401,455</b>	<b>15.4%</b>

Exhibit A Detail

**INLAND EMPIRE UTILITIES AGENCY**  
**Fiscal Year 2015/16**  
**CONSOLIDATED BUDGET VARIANCE ANALYSIS REPORT**  
**Second Quarter Ended December 31, 2015**

	Adopted FY 2015/16 Annual Budget	Amended FY 2015/16 Annual Budget	YTD Actual	YTD Variance	YTD % Budget Used
<b>OPERATING EXPENSES</b>					
Material & Supplies/Leases	\$2,798,809	\$3,399,871	\$1,340,085	\$2,059,786	39.4%
Biosolids Recycling	4,358,631	4,282,844	1,444,749	2,838,095	33.7%
Chemicals	4,394,574	4,640,551	1,929,408	2,711,143	41.6%
MWD Water Purchases	41,440,829	41,440,829	8,931,023	32,509,806	21.6%
Operating Fees/RTS Fees/Exp. Alloc.	14,663,144	13,206,572	6,182,226	7,024,346	46.8%
Utilities	11,149,992	11,099,992	4,924,814	6,175,178	44.4%
<b>TOTAL OPERATING EXPENSES</b>	<b>\$78,805,979</b>	<b>\$78,070,659</b>	<b>\$24,752,305</b>	<b>\$53,318,354</b>	<b>31.7%</b>
<b>TOTAL ADMINISTRATIVE and OPERATING EXPENSES</b>	<b>\$152,929,623</b>	<b>\$160,533,917</b>	<b>\$51,283,848</b>	<b>\$109,250,068</b>	<b>31.9%</b>
<b><u>NON-OPERATING EXPENSES</u></b>					
<b>CAPITAL OUTLAY</b>	<b>\$43,886,402</b>	<b>\$51,408,476</b>	<b>\$13,175,362</b>	<b>\$38,233,114</b>	<b>25.6%</b>
<b>FINANCIAL EXPENSES</b>					
Principal, Interest and Financial Expenditure	23,462,656	23,462,657	12,144,394	11,318,263	51.8%
<b>OTHER NON OPERATING EXPENSES</b>	<b>340,000</b>	<b>340,000</b>	<b>264,559</b>	<b>75,441</b>	<b>77.8%</b>
<b>TOTAL NON-OPERATING EXPENSES</b>	<b>\$67,689,058</b>	<b>\$75,211,133</b>	<b>\$25,584,315</b>	<b>\$49,626,818</b>	<b>34.0%</b>
<b>TOTAL EXPENSES</b>	<b>\$220,618,681</b>	<b>\$235,745,050</b>	<b>\$76,868,163</b>	<b>\$158,876,887</b>	<b>32.6%</b>
<b>REVENUES IN EXCESS/ (UNDER) EXPENSES</b>	<b>\$2,035,816</b>	<b>(\$13,090,552)</b>	<b>\$7,840,909</b>	<b>(\$20,931,462)</b>	
<b>FUND BALANCE SUMMARY</b>					
Unaudited Beginning Balance, July 01	\$125,635,403	146,104,580	\$146,104,580	\$0	
Surplus/ (Deficit)	2,035,816	(13,090,552)	\$7,840,909	(20,931,462)	
<b>ENDING BALANCE, June 30</b>	<b>\$127,671,219</b>	<b>\$133,014,028</b>	<b>\$153,945,489</b>	<b>\$20,931,462</b>	

**Business Goals & Objectives Report By Department**

Department: ALL  
 Report Month: December, January, February ; Year: 2016

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes	
<b>Agency Management</b>														
60	FY 2014/15	Quarterly	Agency Management	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Develop and implement a standardized procedure for writing and processing committee/Board Letters	Completed by June 30, 2015	Implement two per quarter until completed	April Woodruff	January	2016	On Schedule	No	Put on hold until the department is fully staffed and trained.
61	FY 2014/15	Quarterly	Agency Management	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Develop standard operating procedure handbook for the Executive Management Department area	Completed by June 30, 2015	Implement two per quarter until completed	April Woodruff	January	2016	On Schedule	No	Put on hold until the department is fully staffed and trained.
62	FY 2014/15	Quarterly	Agency Management	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Update and maintain "Duties and Annual calendar of responsibilities" manual for the Board Secretary position	Completed by June 30, 2015	Implement two per quarter until completed	April Woodruff	January	2016	On Schedule	No	Put on hold until the department is fully staffed and trained.
63	FY 2014/15	Quarterly	Agency Management	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Increase the efficiency of the executive administrative group through streamlining processes	Completed by June 30, 2015	Implement two per quarter until completed	April Woodruff	January	2016	On Schedule	No	Put on hold until the department is fully staffed and trained.
<b>Business Information Services</b>														
180	FY 2015/16	Quarterly	Finance and Administration	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Reduce the number of external spreadsheets utilized to address NRW rate questions	Ongoing	< 3 systems in use	Kanes Pantayathwong	January	2016	On Schedule	No	Implemented digital routing and approval of engineering invoice using Adobe and SharePoint; implemented new process and trained users on reconciliation of P-card statements to streamline overall DCS inventory management process and in process of identifying potential solution options; Completed the assessment of IERCA's billing process and partially done with identifying solution options.
178	FY 2015/16	Quarterly	Finance and Administration	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Assess challenges with Agency's financial processes; develop RFP for long term modifications	Ongoing	< 3 systems in use	Kanes Pantayathwong	January	2016	On Schedule	No	Key staff needed for the needs assessment and requirements gathering for the finance roadmap is currently involved in payroll improvement projects, which is estimated to be completed by late February. Once available, he will be working with Finance and Accounting departments to begin gathering requirements from users in late Q3 and possibly early Q4. The RFP will be issued in late Q4 if time permits.
177	FY 2015/16	Quarterly	Finance and Administration	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Determine requirements for new SAP enhancement that improves cost tracking for projects that qualify for multiple grants - Timeline 15/16 reads; Establish baseline data; develop requirements; implement prototype	Ongoing	< 3 systems in use	Kanes Pantayathwong	January	2016	On Schedule	No	Key staff needed for the needs assessment and requirements gathering for the finance roadmap is currently involved in payroll improvement projects, which is estimated to be completed by late February. Once available, he will be working with Finance and Accounting departments to begin gathering requirements from users in late Q3 and possibly early Q4. The RFP will be issued in late Q4 if time permits.

**Exhibit B**

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
<b>Contracts and Facilities Services</b>													
174	FY 2015/16 Quarterly	Finance and Administration	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Maintain average processing time within CFS's published service level objectives = 85%	Ongoing		Warren Green	January	2016	On Schedule	No	Staff continues to review and process purchase requisitions and contracts in a timely manner. During the holidays staff experienced a backup in processing as a result of the vacation schedules.
175	FY 2015/16 Quarterly	Finance and Administration	C	Provide timely updates to the Regional Committees and the IEUA Board on long term planning needs	Identify and participate in organizations that advance the Agency MV and key initiatives	Ongoing		Warren Green	January	2016	On Schedule	No	Staff continues to participate in CAPPO, ARMA and other organizations to stay on top of concepts and trends.
173	FY 2015/16 Quarterly	Finance and Administration	B	Promote a safer work environment by administering and monitoring required safety and regulatory trainings	Conduct Agency training on department processes that are in line with the Agency's MVV	Ongoing		Warren Green	January	2016	On Schedule	No	Staff conducted training on changes in SOP's with Engineering and Maintenance staff.
<b>Engineering</b>													
214	FY 2015/16 Quarterly	Engineering, Planning and Science	E	Provide engineers training to understand business aspects of capital projects and increase engineering consultant design services in lieu of in-house designs to complete more projects in a shorter timeframe by July 2022	Provide high quality project management design for Capital Improvement Projects.	Ongoing	In-House Design Engineer = 10%	Shaun Stone	January	2016	On Schedule		15.81% of 44 projects are in house design
215	FY 2015/16 Quarterly	Engineering, Planning and Science	E	Provide engineers training to understand business aspects of capital projects and increase engineering consultant design services in lieu of in-house designs to complete more projects in a shorter timeframe by July 2022	Provide high quality project management design for Capital Improvement Projects.	Ongoing	Fiscal Year Capital Spending = 80%	Shaun Stone	January	2016	On Schedule		FY Budget = \$58m; Projected spending = \$30M Overall projection = 57%
216	FY 2015/16 Quarterly	Engineering, Planning and Science	E	Conduct Lesson's Learned sessions to evaluate key construction implementations	Review and evaluate all projects for best practices that can be applied to future projects.	Ongoing	100% year > 90%	Shaun Stone	January	2016	On Schedule		Conducted 1 Lesson's Learned during this quarter. RP-4 Headworks Retrofit
<b>External Affairs</b>													
67	FY 2014/15 Quarterly	Agency Management	C	Identify and participate in organizations that advance the Agency's mission, vision and key initiatives	Communicate the role of the Agency in the region through local partnerships.	Ongoing in FY 14/15	Attend one association/organization on meeting a month.	Kathryn Besser	January	2016	On Schedule	No	Education and drought continue to be the focus in Q2. Our three Solar Cup teams continue to work with MW/D, but new schools were given grants to participate in Garden in Every School, and the busing grant for the Park tours was continued until 2020.
64	FY 2014/15 Quarterly	Agency Management	C	Update and maintain the Agency's website to clearly communicate key activities, issues, policies and key documents, and continue to optimize use of social network media	Serve as the Agency Webmaster and provide current and timely information.	The Website will be updated on an ongoing and as needed basis.	The External Affairs Department will review the entire Website for accuracy every six months.	Kathryn Besser	January	2016	On Schedule	No	Updating continues to occur, including improvements to Board package posting and adding the regional contract.
65	FY 2014/15 Quarterly	Agency Management	C	Meet annually with affiliated agencies and elected representatives	Build stronger relationships with the local agencies and elected representatives in our region.	Ongoing	Meet with all member agencies in FY 14/15	Kathryn Besser	January	2016	On Schedule	No	Drought Task Force meetings have continued on a bi-monthly basis, co-hosted Chino Basin Water Conservation Fair, which drew elected officials, working closely with local staff of elected members, and participated in two district events.

**Finance and Accounting**

Exhibit B

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Notes Month	Year	Status	Complete	Notes
186	FY 2015/16 Quarterly	Finance and Administration	B	Promote a safer work environment by administering and monitoring required safety and regulatory trainings.	Promote a safer work environment by administering and monitoring required safety and regulatory trainings.	Ongoing		Tina Cheng	January	2016	On Schedule	No	Safety Officer confirmed in December 2015, that Finance completed all safety related training.
52	FY 2015/16 Quarterly	Finance and Administration	A	Annually, review and update the Agency's reserve policy to ensure sufficient funding to meet operating, capital, debt service, obligations, unforeseen events, and comply with legally mandated requirements	Reserve levels will be evaluated as part of the budget/rate setting process using the financial model to ensure all short term and long term initiatives are supported	June 30, 2015	Annually	Javier Chagoyen -	January	2016	On Schedule	No	In the process of updating the Fiscal Control Ordinance, Budget Amendment Policy, Reserve and Debt Management Policies.
184	FY 2015/16 Quarterly	Finance and Administration	A	Reinstate the Agency's long term credit rating to AAA and maintain a debt coverage ratio to support such rating	Reinstate the Agency's long term credit rating to AAA and maintain a debt coverage ratio to support such rating	Ongoing		Tina Cheng	January	2016	On Schedule	No	S&P analyst notified IEUA in December 2015, that their committee reviewed and affirmed the AAAA-1 Rating on the 2008B Bonds as it relates to the LOC substitution
52	FY 2015/16 Quarterly	Finance and Administration	A	Annually, review and update the Agency's reserve policy to ensure sufficient funding to meet operating, capital, debt service, obligations, unforeseen events, and comply with legally mandated requirements	Reserve levels will be evaluated as part of the budget/rate setting process using the financial model to ensure all short term and long term initiatives are supported	June 30, 2015	Annually	Javier Chagoyen -	January	2016	On Schedule	No	Completed and presented the FY 2014/15 CAFR to the Board in December 2015, regarding the revenues, expenditures and the reserve balances.
185	FY 2015/16 Quarterly	Finance and Administration	A	Continue to monitor market opportunities for retirement, refunding, or restructuring of outstanding debt to reduce costs.	Monitor market opportunities for retirement, refunding, or restructuring of outstanding debt to reduce costs.	Ongoing		Tina Cheng	January	2016	On Schedule	No	On-going reviewing and monitoring financial market for refinancing opportunities.
<b>Grants</b>													
182	FY 2015/16 Quarterly	Engineering, Planning and Science	A	Advocate for continued receipt of property taxes and optimize grants and other funding sources to support Agency and regional investments	Pursue new grant awards to diversify revenue	Ongoing		Jason Gu	January	2016	On Schedule	No	Major new grant applications were submitted to the State Water Resources Control Board under the Clean Water State Revolving Fund Program and to the U.S. Department of Interior under the federal Title XVI Water Recycling Program.
183	FY 2015/16 Quarterly	Engineering, Planning and Science	A	Advocate for continued receipt of property taxes and optimize grants and other funding sources to support Agency and regional investments	Collaborate with departments that have projects that need grant funding	Ongoing		Jason Gu	January	2016	On Schedule	No	Collaborated with the Engineering and the Planning Departments for IEUA, member agencies, water districts' grant and loan funding needs.
181	FY 2015/16 Quarterly	Engineering, Planning and Science	A	Advocate for continued receipt of property taxes and optimize grants and other funding sources to support Agency and regional investments	Recommend potential grant opportunities that align with the Agency mission and financial goal	Ongoing		Jason Gu	January	2016	On Schedule	No	Recommended multiple State and Federal Grant and SRF loans opportunities that align with the Agency mission and financial goal
<b>Human Resources</b>													
187	FY 2015/16 Quarterly	Finance and Administration	B	Ensure staff understands and upholds their role in achieving the Agency's Mission, Vision, and Values	Assist in the development of the cross-training program by providing guidance, coordination, and administrative skills in the program design, course content development, marketing and evaluation with various stakeholders and subject matter experts	Ongoing June 2015???	Survey and employee feedback/ Number of on-site visits, lunch and learns and other educational sessions held	Sharmeen Bhojani	January	2016	Behind Schedule	No	This was to be a collaborative effort with the Operations Division. With the retirement of the Executive Manager of Operations/AGM, this goal will need to be re-evaluated and postponed.

Exhibit B

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
188	FY 2015/16 Quarterly	Finance and Administration	B	Implement strategies and recruitment practices that provide flexible and responsive solutions to assist the Agency in filling positions in a timely and effective manner	Draft a new consolidated Personnel Rules and Regulations	Ongoing	Track the average number of weeks it takes to complete the recruitment process from beginning to end	Sharmeen Bholani	January	2016	On Schedule	No	Current average is 8 weeks.
<b>Internal Audit</b>													
169	FY 2015/16 Quarterly	Agency Management	B	Develop and implement a plan to mentor and prepare the next generation of Agency leaders by July 2017	Achieve the Certified Internal Auditor Designation by two auditors – One by Dec. 2015, one by Dec. 2016	One completed by December 2015, One completed by December 2016	A minimum of eight hours of continuous professional development, annually.	Teresa Velarde	January	2016	On Schedule	No	All three auditors in the department are preparing for the certification. All three plan to complete the certification requirements by December 2016. All three auditors already have a higher professional designation and regularly attend continuous professional development to stay abreast of best practices.
170	FY 2015/16 Quarterly	Agency Management	B	Develop and implement a plan to mentor and prepare the next generation of Agency leaders by July 2017	Conduct control self-assessment of the internal audit dept.	Complete by December 2016	A minimum of eight hours of continuous professional development, annually.	Kathy Besser	January	2016	On Schedule	No	As required by the IAD Charter, each year, we review the charters, the department SOP's and the Annual Audit Plan and make the necessary adjustments according to best practices, new/requested project and other factors. The IAD is continuously self-evaluating. A comprehensive self-evaluation is planned for the end of 2016.
171	FY 2015/16 Quarterly	Agency Management	B	Develop and implement a plan to mentor and prepare the next generation of Agency leaders by July 2017	Peer-review of the Internal Audit dept functions	Complete by December 2016	A minimum of eight hours of continuous professional development, annually.	Kathy Besser	January	2016	On Schedule	No	Once all auditors are certified, the peer review can be scheduled and planned. This will be performed by a separate organization and a report will be provided. This process will serve to evaluate the function and provide any feedback to ensure continuous improvement.
170	FY 2015/16 Quarterly	Agency Management	B	Develop and implement a plan to mentor and prepare the next generation of Agency leaders by July 2017	Conduct control self-assessment of the internal audit dept.	Complete by December 2016	A minimum of eight hours of continuous professional development, annually.	Kathy Besser	January	2016	On Schedule	No	As required by the IAD Charter, each year, we review the charters, the department SOP's and the Annual Audit Plan and make the necessary adjustments according to best practices, new/requested project and other factors. The IAD is continuously self-evaluating. A comprehensive self-evaluation is planned for the end of 2016.
<b>Laboratory</b>													
9	FY 2014/15 Quarterly	Engineering, Planning and Science	A	Continue commitment to cost containment for operating and capital costs	Evaluate and implement new technologies for laboratory analyses as they become available.	Ongoing	None	Nel Groenewald	January	2016	On Schedule	No	evaluating BOD calculation option for LIMS
31	FY 2014/15 Quarterly	Engineering, Planning and Science	A	Annually, promote superior customer service when working internally with colleagues	Meet efficient and effective sample turnaround times (TAT) Respond to rush sample requests and special sample requests as needed.	Daily as needed	Compliance results are approved in LIMS within the following TATs: • PTSC: average 20 days • NPDES: 10th of month following receipt of sample • DS-1 & GWR: 10th of month following analyses	Nel Groenewald	January	2016	On Schedule	No	Meeting all targets, PTSC reporting averaging 16 days, data submitted to CDPH and NPDES on time.

Operations



Exhibit B

Goal ID	FY Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
202	FY 2015/16	Quarterly	Operations	D	Develop plan to improve the quality of recycled water to meet customer's needs by June 2017	Prepare and submit to CDPH start-up reports for new basin as delivery mechanisms are completed	Completed by June 2016 and Ongoing		Bill Leaver	February	2016	On Schedule	No	Delez Basin RW deliveries were initiated in December 2015 and the SUP is currently being implemented.
201	FY 2015/16	Quarterly	Operations	D	Develop and implement a communication plan to promote water use efficiency and the value of water by July 2015	Continue weekly Peak Demand Management meetings with key operations staff for start of 2016 Peak Demand season.	Ongoing through June 2016		Bill Leaver	February	2016	On Schedule	No	RW Peak Demand meetings will resume around April as we exit the rainy season and RW demand increases.
200	FY 2015/16	Quarterly	Operations	D	Develop and implement a communication plan to promote water use efficiency and the value of water by July 2015	Maintain pump station readiness	Ongoing through June 2016		Bill Leaver	February	2016	On Schedule	No	Pump station readiness is continuously monitored by RW staff. Any deficiencies or readiness are addressed and remediated.
85	FY 2014/15	Quarterly	Operations	D	Develop and implement Recycled Water Peak Demand Management Plan to optimize efficient use of recycled water by June 2015	Develop RW GWR SCADA improvements that implement the storage and delivery strategies by working the DCS Department	May-2015	System Improvement request to DCS Department by March 15, 2015	Jason Marselles	February	2016	Behind Schedule	No	Automated controls between the RP-1 930 RWPS and the 930 reservoir have been implemented. At high reservoir levels the pressure set point at the RP-1 930 RWPS scales back to reduce flow to the reservoir and prevent over filling.
86	FY 2014/15	Quarterly	Operations	D	Develop and implement Recycled Water Peak Demand Management Plan to optimize efficient use of recycled water by June 2015	Continue weekly Peak Demand Management Meetings with key operations staff for start of CY2015 Peak Demand season	June 30, 2015	Demand Management meetings scheduled in Outlook by March 31, 2015	Jason Marselles	February	2016	On Schedule	No	Weekly meetings during peak demand continued from June through October 2015. Weekly peak demand meetings will resume as direct use demands increase around May 2016.
208	FY 2015/16	Quarterly	Operations	D	Conduct research to find new methods to safely recharge more water into Chino Basin by June 2016	Maintain basin readiness through basin cleanings	Completed by June 2016 and Ongoing		Bill Leaver	February	2016	On Schedule	No	Turner 1, 8th and Brooks basin were cleaned in 1Q15 and 2Q15. RP3, Delez and Victoria planned for 3Q16 and 4Q16. Will continue to develop cleaning strategies and implement cleaning projects to maintain peak basin infiltration capacity.
84	FY 2014/15	Quarterly	Operations	D	Develop and implement Recycled Water Peak Demand Management Plan to optimize efficient use of recycled water by June 2015	Develop written RW storage and delivery strategies to meet department forecasts of diurnally variable RW supplies and seasonally variable RW demands.	November-2014	Written strategies and forecasts developed by RW and GWR staff by December 1, 2014	Jason Marselles	February	2016	Behind Schedule	No	Operational strategies have been developed and implemented to meet direct use demands and maximize RW contribution to GWR. With the 930 reservoir online, the current strategy allows COWRF and RP-5 to meet direct use demands in the south and free up supply at RP-1 to meet GWR goals in the northern service area. These operating strategies will be written into the RW SOPs.
207	FY 2015/16	Quarterly	Operations	D	Conduct research to find new methods to safely recharge more water into Chino Basin by June 2016	Develop written RW storage and delivery strategies to meet department forecasts of diurnally variable RW supplies and seasonally variable RW demands	Completed by June 2016		Bill Leaver	February	2016	On Schedule	No	Continuing to work with both Ops and Planning staff to develop written RW storage and delivery strategies.
205	FY 2015/16	Quarterly	Operations	D	Identify and protect the best recharge land sites in the service region by June 2016	Develop recycled and groundwater recharge SCADA improvements that implement storage and delivery strategies by working with the DCS department	Completed by June 2016		Bill Leaver	February	2016	On Schedule	No	I am on the SCADA Services Sub-Committee and will continue to develop RW/GWR SCADA improvements to more efficiently manage the GWR system.

Planning and Environmental Compliance

Exhibit B

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Completes	Notes
24	FY 2014/15 Quarterly	Engineering, Planning and Science	A	Transition to a biennial budget beginning July 1, 2015	Update Regional Sewerage Contract to update the TYCIP once every two years	June-2015	Conceptual agreement with member agencies by Jun 2015	Sylvia Lee	January	2016	On Schedule	No	This item to be included in the update of the Regional Contract scheduled to be completed by end of 2016.
81	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Identify and evaluate supplemental water supplies for the region by October 2014	Complete the IRP	December-2014	Completion of the IRP	Sylvia Lee	January	2016	On Schedule	No	IRP report is being drafted and will be circulated for review February 2016. Adoption expected to occur in March.
71	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Complete update of the Water Use Efficiency Business Plan by December 2014, the Integrated Resources Plan by October 2014, and the Urban Water Management Plan by June 2016	Urban Water Management Plan	June-2016	Adoption of the documents	Sylvia Lee	January	2016	On Schedule	No	The UWMP is 25% complete and Land Use Based Model and Draft Plan should be completed by end of February 2016
72	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Complete update of the Water Use Efficiency Business Plan by December 2014, the Integrated Resources Plan by October 2014, and the Urban Water Management Plan by June 2016	Recycled Water Program Strategy	December-2014	Adoption of the documents	Sylvia Lee	January	2016	On Schedule	No	The Draft WUE Business Plan was received at the end of December. The Draft is under review by Staff which are making edits to the document. Draft Plan should be available for external review in February 2016.
90	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Conduct research to find new methods to safely recharge more water into Chino Basin by June 2016	Complete the MWD Foundational Action Research Program Develop tertiary injection research project plan	June-2015	Develop the plans	Sylvia Lee	January	2016	On Schedule	No	Responded to the Division of Drinking Water on their initial opinion on the Agency's proposed alternative. Contracted with technical advisor Dr. Jorg Drewes.
195	FY 2015/16 Quarterly	Engineering, Planning and Science	D	Conduct research to find new methods to safely recharge more water into Chino Basin by June 2016	Complete the MWD Foundational Action Research Program and develop a tertiary injection research project plan to find new methods to safely recharge more water in to Chino Basin	Through June 2016 and Ongoing	Develop the plans	Sylvia Lee	January	2016	On Schedule	No	Responded to the Division of Drinking Water on their initial opinion on the Agency's proposed alternative. Contracted with technical advisor Dr. Jorg Drewes.
77	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Optimize IEUA's use of potable and recycled water by July 2016	Complete the Recycled Water Program Strategy and begin the implementation plan	December-2014	Completion of RWPS	Sylvia Lee	January	2016	On Schedule	No	RWPS completed and included into TYCIP. Program ER currently in progress.
90	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Conduct research to find new methods to safely recharge more water into Chino Basin by June 2016	Complete the MWD Foundational Action Research Program Develop tertiary injection research project plan	June-2015	Develop the plans	Sylvia Lee	January	2016	On Schedule	No	Includes 3 studies, RW Interite and BIOTTA complete. Grants finalizing final report to MWD for Feb submittal.
154	FY 2014/15 Onca Complete	Engineering, Planning and Science	D	Accelerate implementation of capital projects where appropriate to "drought proof" regional water supplies and optimize use of available federal and state grants and low interest rate financing	Develop project list and implement based on priority	continuous	Keep updated project list and be coordinated with member agencies	Sylvia Lee	January	2016	On Schedule	No	8 IRP water strategies developed with member agencies. Comprehensive project list will be part of phase 1 or IRP. Policy and implementation to be discussed in 2016.
190	FY 2015/16 Quarterly	Engineering, Planning and Science	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Apply LEAN management principles to streamline current practices and develop long-term strategy for permitting of the O&M activities of recharge basins	To be Completed by June 2017	Developed by June	Sylvia Lee	January	2016	On Schedule	No	Initiated permit application with the US Army Corps of Engineers for Long Term Permitting for the Agency's facilities.
191	FY 2015/16 Quarterly	Engineering, Planning and Science	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Develop a regulatory permitting strategy to support the implementation of the regional water and wastewater programs as identified in the planning documents	To be Completed by June 2017	Developed by June	Sylvia Lee	January	2016	On Schedule	No	Consultant preparing the draft Programmatic Environmental Impact Report for the Agency's planning initiatives.

Exhibit B

Goal FY ID	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
26	FY 2014/15 Quarterly	Engineering, Planning and Science	A	Integrate and fully fund the Replacement and Rehabilitation (R&R) projects identified in the Agency's Asset Management Plan into the annual capital improvement plan (CIP)	Integrate the Asset Management Plan into the TYCIP	February-2015	Completion of TYCIP by Feb 2015	Sylvia Lee	January	2016	On Schedule	No	AMP projects will be added into the FY15/16 TYCIP. TYCIP work will begin in February 2016.
55	FY 2014/15 Quarterly	Engineering, Planning and Science	C	Continue to apply Lean management principles to streamline current business processes and systems and eliminate waste and redundancies	Develop long term strategy for permitting of the O&M activities of recharge basins	June-2015	Completion of strategy by Jun 2015	Sylvia Lee	January	2016	On Schedule	No	Consultant is finalizing the cultural resource report and the permit application.
82	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Work with other agencies on the implementation of local regional programs to meet the region's goal of reaching 50,000 AFY of recycled water use by June 2022	Develop planning documents and regulatory permitting strategy to support the implementation plan as identified in the RWFS and IRP	June-2015	Development of Permitting Strategy of the IRP/RWFS	Sylvia Lee	January	2016	On Schedule	No	Consultant is working on the PEIR.
94	FY 2014/15 Quarterly	Engineering, Planning and Science	E	Monitor and integrate the Building Activity Report (BAR) data for actual and projected growth with the Asset Management Plan into regional wastewater planning	Continue to work with RCAs to review and maintain accurate building activity reports.	Ongoing	Periodic checks to ensure that the forecasts are consistent with the adopted projections provided in the WWMF	Sylvia Lee	January	2016	On Schedule	No	Prepared monthly building activity reports and GIS maps.
96	FY 2014/15 Quarterly	Engineering, Planning and Science	E	Complete an Agency-wide greenhouse gas emission (GHG) baseline assessment using the Climate Registry protocol to allow the Agency to sell credits by July 2016	<ul style="list-style-type: none"> <li>Complete GHG emission baseline</li> <li>Develop GHG reduction plan consistent with the Energy Management Plan</li> <li>Measure GHG reduction (tons CO2 eq/yr) work plan needs to be reworded - agency does not sell credits</li> </ul>	July-2016	Complete the GHG emission baseline July 2014	Sylvia Lee	January	2016	On Schedule	No	Consultant is working on the verification process. Completion expected by March 2016.
97	FY 2014/15 Quarterly	Engineering, Planning and Science	F	Develop a communication plan to promote being a good neighbor by June 2015	Perform odor monitoring, assist Operations, External Affairs during complaints investigation and mitigation	Ongoing	Perform periodic/as needed odor monitoring	Sylvia Lee	January	2016	On Schedule	No	RP-5 SHF odor monitoring conducted weekly.
4	FY 2014/15 Monthly	Engineering, Planning and Science	F	Ensure Agency programs promote environmental stewardship, sustainability, and preservation of heritage measures, utilizing green procurement and reuse of surplus materials, equipment, and parts when possible	Update Regional Wastewater Ordinance	December-2014	Adoption of the Regional Wastewater Ordinance	Sylvia Lee	January	2016	On Schedule	No	The Regional Wastewater Ordinance was revised and adopted by the Board on Oct. 16, 2014. This item is completed.
151	FY 2014/15 Once Complete	Engineering, Planning and Science	D	Complete update of the Water Use Efficiency Business Plan by December 2014, the Integrated Resources Plan by October 2014, and the Urban Water Management Plan by June 2016	Create a library of documents to guide the Agency in water-use efficiency, planning and regional development.	Ongoing	Complete documents according to the schedule	Sylvia Lee	January	2016	On Schedule	No	The 2015 UWMF Update is on schedule and is at 25% completion. The final Plan will be adopted in June 2016. The WUE Business Plan Draft has been completed and is under review to be presented to external stakeholders in February 2016. Plan is expected to go to the Board for approval in April/May timeframe.
70	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Complete update of the Water Use Efficiency Business Plan by December 2014, the Integrated Resources Plan by October 2014, and the Urban Water Management Plan by June 2016	Integrated Resources Plan	December-2014	Adoption of the documents	Sylvia Lee	January	2016	On Schedule	No	IRP report is being drafted and will be circulated for review February 2016. Adoption expected to occur in March.
155	FY 2014/15 Once Complete	Engineering, Planning and Science	D	Advocate strategies that help anticipate and mitigate the impacts of droughts and climate change on the region	Develop strategies in the IRP	December-2014	Adoption of IRP; ensure the goals of the 2010 UWMF are met	Sylvia Lee	January	2016	On Schedule	No	IRP report is being drafted and will be circulated for review February 2016. Adoption expected to occur in March.

Exhibit B

Goal FY ID Start	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
162	FY 2014/15 Once Complete	Engineering, Planning and Science	F	Develop a regionally focused Comprehensive Mitigation Plan for construction projects by July 2016	Completion of the Santa Ana River Habitat Conservation Plan Develop long term strategy for mitigation for other regional projects	June-2015	Completion of the plans/strategies	Sylvia Lee	January	2015	Behind Schedule	No	Covered activities for all participants are being finalized and Valley has begun Santa Ana sucker habitat projects in conjunction with SARCCUP program. Hydraulic modeling is being refined. Draft findings should be available end of 2016. Effort is being led by SBVMWD.
74	FY 2014/15 Quarterly	Engineering, Planning and Science	D	Develop new targets and programs to achieve 20 x 2020 requirement through water use efficiency measures, including: improve rate structures, integrate water use into billing, expand outdoor water use efficiency, and increase local use of stormwater by December 2014	Reduce regional water-use through various tactics and strategies.	December-2014	Reduce overall regional water use.	Sylvia Lee	January	2016	On Schedule	No	The Agency is launching two new WUE Programs in the Spring 2016. Residential Customer Upgrades for small landscape customers and residential total home pressure regulation. These programs are to add additional activities to support members in achieving their State mandated water use reduction targets.
164	FY 2014/15 Once Complete	Engineering, Planning and Science	D	Integrate water supply, water efficiency, storm water management, energy efficiency, water quality and land use measures to promote sustainable watershed management	<ul style="list-style-type: none"> <li>• Complete Integrated Resources Plan</li> <li>• Complete Water Use Efficiency Business Plan</li> <li>• Complete 2015 Urban Water Management Plan</li> <li>• Coordinate the implementation of Recharge Master Plan Update</li> <li>• Complete the Recycled Water Program Strategy</li> <li>• Complete Wastewater Facilities Master Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Dec 2014</li> <li>• June 2015</li> <li>• June 2016</li> <li>• June 2020</li> <li>• Sep 2014</li> <li>• Sep 2014</li> </ul>	Completion and coordination of said documents	Sylvia Lee	January	2016	On Schedule	No	IRP report is being drafted and will be circulated for review February 2016. Adoption expected to occur in March.
164	FY 2014/15 Once Complete	Engineering, Planning and Science	D	Integrate water supply, water efficiency, storm water management, energy efficiency, water quality and land use measures to promote sustainable watershed management	<ul style="list-style-type: none"> <li>• Complete Integrated Resources Plan</li> <li>• Complete Water Use Efficiency Business Plan</li> <li>• Complete 2015 Urban Water Management Plan</li> <li>• Coordinate the implementation of Recharge Master Plan Update</li> <li>• Complete the Recycled Water Program Strategy</li> <li>• Complete Wastewater Facilities Master Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Dec 2014</li> <li>• June 2015</li> <li>• June 2016</li> <li>• June 2020</li> <li>• Sep 2014</li> <li>• Sep 2014</li> </ul>	Completion and coordination of said documents	Sylvia Lee	January	2016	On Schedule	No	WUE Business Plan to be completed by March 2016. UWMIP to be completed by June 2016.
100	FY 2014/15 Quarterly	Engineering, Planning and Science	F	Lead efforts to advocate for emerging trends and proposed changes to rules and regulations	Active participation into the legislative process through advise letters, comments.	Ongoing	Participate in local water/wastewater/air regulatory and association committee meetings.	Sylvia Lee	January	2016	On Schedule	No	Participating with SCAP in regards to SCAQMD Rule 1110.2 and Rule 430.
158	FY 2014/15 Once Complete	Engineering, Planning and Science	F	Complete odor baselines report by June 2016	Coordinate odor survey and develop baseline report	June-2015		Sylvia Lee	January	2016	On Schedule	No	Agency wide quarterly odor rounds expected in March 2016.
20	FY 2014/15 Quarterly	Engineering, Planning and Science	A	Initiate discussions to revise and renew the Regional Sewerage Services Contract set to expire in 2023 by January 2018	Update to meet current practices and needs (Priority 1 items)	June-2015	Conceptual agreement with member agencies by Jun 2015	Sylvia Lee	January	2016	On Schedule	No	Recycled water policy principles to be amended in Regional Contract by June 2016. Term sheet with key principles for contract revisions to be discussed with member agencies in monthly workshops beginning Feb. 2016 with goal to adopt all contract amendments by Jan. 2017.

Exhibit B

Goal FY ID	Reporting Required	Division	Bus. Goal	Work Plan	Department Goal	Time Line	KPI	Assigned To	Note Month	Note Year	Status	Complete	Notes
153	FY 2014/15 Once Complete	Engineering, Planning and Science	D	Complete water softener ordinance by December 2014 and continue to reduce salinity and nutrients in recycled water.	Facilitate the adoption of ordinances for the cities of Chino, Chino Hills and Ontario.	December-2014	Adoption of ordinances by Dec 2014	Sylvie Lee	January	2016	Behind Schedule	No	This item is behind schedule. Follow-up meetings need to be scheduled with City managers.
165	FY 2014/15 Once Complete	Engineering, Planning and Science	F	Develop and update logical, technically based, defensible, local limits for regional significant industrial users by December 2014 and review every five years	Develop Local Limits	March-2015	Completion of local limits	Sylvie Lee	January	2016	On Schedule	No	Local limits report submitted to RWQCCB in August 2015. RWQCCB recommends amending report to include dioxin evaluation. Source evaluation is on-going and expected to take up to 6 months.
<b>Technical Services</b>													
208	FY 2015/16 Quarterly	Operations	D	Work with other agencies on the implementation of local regional programs to meet the region's goal of reaching 50,000 AFY of recycled water use by June 2022	Perform evaluations to identify measures to improve recycled water quality and implement measures based on priority.	Ongoing	Install recycle water screens at RP-1 and RP-5	Jeff Noelle	January	2016	On Schedule	No	Strainer gates (1/8" openings) are performing well at RP-1 CCBs. A long-term procedure for cleaning is being developed. The feasibility of strainer gates at RP-5 CCB is under investigation.

# Exhibit C-1

Inland Empire Utilities Agency  
Inter-Departmental/Division Transfers FY 2015/2016  
Budget Transfer

Fund	Date	O & M Transfer From	Category	Amt Transfer Out	O & M Transfer To	Category	Amount Transfer In	Description	QTR
10200	11/3/15	517210	Insurance-Casualty	\$26,000	517530	Insurance Deductibles Liability	\$26,000	Transfer from Insurance Casualty to Insurance Deductibles - Liability to pay 2 separate liability claims filed against the agency as a result of an auto accident caused by an Agency employee.	2
10300	12/8/15	521080	Other Contrt Svcs	\$1,506	519310	Operating Permits & Licenses	\$1,506	Transfer from Other Contract Services to Operating Permits & Licenses because San Bernardino County's permit fee increased over the previous year and resulted in insufficient funds in FY 2015/16.	2
			Total O&M Transfers Out	\$27,506		Total O&M Transfers In	\$27,506		

# Exhibit C-2

Inland Empire Utilities Agency  
 FY 2015/16 GM Contingency Account Activity

Date	Description	Account/Project No.	Requestor	GM Contingency Budget	Transfers	Balance
7/1/2015	FY 2015/16 Adopted budget	RO Fund 10800-112100-501000-519010		\$400,000		\$400,000
	RO Fund Year-to-date total budget transferred				0	\$400,000
	RO Fund GM Contingency			\$400,000		\$400,000
FY 2015/16	Adopted budget	GG Fund 10200-112100-100000-518010		\$100,000		\$100,000
7/8/15	Budget transfer to cover fees for hiring temporary help within Agency Mgmt Dept	GG Fund 10200-112100-100000-521080	A. Woodruff		\$30,000	\$70,000
	GG Fund GM Contingency			\$100,000	\$30,000	\$70,000
<b>GM CONTINGENCY GRAND TOTAL</b>				<b>\$500,000</b>	<b>\$30,000</b>	<b>\$470,000</b>

cc: Joe Grindsstaff, Christina Valencia

Exhibit D

Inland Empire Utilities Agency  
Changes in Total Project Budgets: Inter-Departmental/Division Transfers FY 2015/16

Capital or Funded	Request Date	Total Proj Budget Change (Y/N)	Annual Proj Budget Change (Y/N)	Project Number	Project Title	Adopted Total Project Budget	Prior FY 2015/16 TP Project Budget Changes	Current Total Project Budget	Amt of Transfer Tr / (Out)	New TP Budget	ev 2015/16 Annual Project Budget	Annual Proj Budget Change	New Annual Project Budget	Project Transferred To/(From)	Justification
10200	Capital 10/5/15	Yes	Yes	LB16003	AutoBlack - Metals Digestion Dioner AS-IP Autosampler	\$95,000	\$0	\$95,000	(\$2,000)	\$93,000	\$95,000	(\$2,000)	\$93,000	LB16001	Transfer from LB16003 to LB16001 to purchase Dioner autosampler. A newer version of the autosampler is now available requiring a software upgrade that was not anticipated during the budgeting process.
	Capital 10/28/15	Yes	Yes	CP16006	Executive Dashboard Project HQ Chairs Replacement	\$84,000	\$0	\$84,000	(\$7,300)	\$76,700	\$82,023	(\$7,300)	\$74,723	CP16006	Transfer from IS15004 to create new project, CP16006, to fund unplanned purchase of chairs for the relocation of BIS staff from HQA to HOB.
	Capital 11/2/15	Yes	No	FA15001	Purchase 2 Color Scanners	\$6,300	\$0	\$6,300	(\$1,200)	\$7,100	\$4,522	(\$1,200)	\$9,322	IS16015	Transfer from FA15001 to IS16015 for purchase of a new PC and monitor for use by ChrisSpark Fellow in the Planning and Environmental Resources Department.
	Capital 11/30/15	Yes	Yes	IS16020	SAP User Interface Improvements Executive Dashboard Project	\$225,070	\$0	\$225,070	(\$83,000)	\$142,070	\$122,585	(\$83,000)	\$99,555	IS15004	Transfer from IS16020 to IS15004 to fund the purchase of SAP Business Objects Enterprise Professional licenses for 1 CPI.
	Capital 12/2/15	Yes	No	FA15001	Purchase 2 Color Scanners	\$4,300	(\$1,200)	\$7,100	(\$1,200)	\$6,900	\$3,322	(\$1,200)	\$2,122	IS16015	Transfer from FA15001 to IS16015 for purchase of a new PC and monitor for use by new Grants Administrator (LT) in the Grants Administration Department.
	Capital 11/5/15	Yes	No	EN16052	Ely Basin Turnout Remote Control Upgrades	\$600,000	\$0	\$600,000	(\$30,000)	\$570,000	\$200,000	(\$30,000)	\$170,000	WR13022	Transfer from EN16052 to WR13022 for additional work requested by the Agency and CBWM to complete the draft report of the Prado Basin Adaptive Management Plan and to cover remaining administrative services for the closure of the monitoring wells.
	Capital 11/23/15	Yes	Yes	RW15006	Groundwater Truck Purchase	\$0	\$0	\$0	\$75,000	\$75,000	\$0	\$75,000	\$75,000	RW15006	Transfer from EN16052 to RW15006 for the purchase of a new service truck for Ground Water Recharge because it was not originally budgeted this fiscal year. The truck will be cost-shared by the Agency and CBWM.
	Capital 10/19/15	Yes	Yes	EN16126	RP-1 INGO Meters Interconnecting Agreement	\$900,000	\$0	\$900,000	(\$200,000)	\$700,000	\$800,000	(\$200,000)	\$400,000	EN16055	Transfer from EN16126 to EN16055 to complete mechanical improvements during construction and complete the project within the originally scheduled time. The transferred funds will address the added change orders with the contractor and allow staff to continue to monitor progress.
	Capital 10/26/15	Yes	No	EN16023	RP-1 Asset Replacement	\$5,835,896	\$0	\$5,835,896	\$110,000	\$5,945,896	\$1,000,000	\$110,000	\$1,110,000	EN16126	Transfer from EN16023 to EN16126 to address the discovery of unforeseen mechanical improvements during construction and complete the project within the originally scheduled time. The transferred funds will address the added change orders with the contractor and allow staff to continue to monitor progress.
					Subtotal Groundwater Recharge (RW)	\$1,000,000		\$1,000,000		\$1,770,000	\$400,868		\$400,868		
					Subtotal Regional Operations (RO)	\$7,855,896		\$7,855,896		\$7,455,896	\$2,480,000		\$2,480,000		



Exhibit D

Inland Empire Utilities Agency  
Changes in Total Project Budgets: Inter-Departmental/Division Transfers FY 2015/16

Fund	Capital or Spec Prog	Request Date	Total Proj Budget Change (Y/NP)	Annual Proj Budget Change (Y/NP)	Project Number	Project Title	Adopted Total Project Budget	Proj FY 2015/16 TP Changes	Current Total Project Budget	Amnt of Transfer In / Out	New TP Budget	FY 2015/16 Annual Project Budget	Annual Proj Budget Change	New Annual Project Budget	Project Transferred To/From	Justification	
10800	Capital	10/14/15	Yes	Yes	EN14037	Sewer Collection System Manhole Rehabilitations	\$1,627,000	\$0	\$1,627,000	(\$80,000)	\$1,547,000	\$154,482	(\$80,000)	\$74,482	EN13047	Transfer from EN14037 to EN13047 to fund Global Power Group, Inc.'s installation of the specified control and wiring modifications needed for the RP-5 back-up generator control system.	
					EN13047	RP-5 Standby Generators Control Modifications	\$417,000	\$0	\$417,000	\$80,000	\$497,000	\$6,737	\$80,000	\$88,737	(EN14037)		
	Capital	10/14/15	Yes	Yes	EN14037	Sewer Collection System Manhole Rehabilitations	\$1,827,000	(\$80,000)	\$1,547,000	(\$70,000)	\$1,477,000	\$74,482	(\$70,000)	\$4,482	EN15080	Transfer from EN14037 to EN15080 to pay for the work performed on subproject EN15080.05 42-inch Primary Effluent Pipe Repair. The transfer will cover the contractor billing, invoices received on augmented labor, and IEUA labor associated with final project close-out.	
					EN15080	CM Misc RC Construction	\$250,000	\$0	\$250,000	\$70,000	\$320,000	\$183,076	\$70,000	\$253,076	(EN14037)		
					EN12022	RP-1 Aeration Ducting	\$1,156,000	\$0	\$1,156,000	(\$140,000)	\$1,016,000	\$155,086	(\$140,000)	\$15,086	EN15080	Transfer from projects EN12022, EN11081, and EN15054 to EN15080 to fund the construction and close-out phases of subproject EN15080.02 Fiber Optic Pull Box Upgrades.	
					EN11081	RP-5 Flow Equalization & Effluent Monitoring	\$1,726,949	\$0	\$1,726,949	(\$190,000)	\$1,536,949	\$1,445,264	(\$190,000)	\$1,255,264	EN15080	The total project budget transfers of this project are pending due to projects EN12022 and EN15054 being closed in SAP. The additional TP budget for EN15080 was entered as a supplement instead of a transfer for the time being.	
					EN15054	CCWRP Lagoon Rip Rap Retrofit	\$125,000	(\$15,000)	\$110,000	(\$90,000)	\$80,000	\$38,000	(\$90,000)	\$5,000	EN15080		
					EN15080	CM Misc RC Construction	\$950,000	\$70,000	\$320,000	\$360,000	\$680,000	\$253,076	\$360,000	\$613,076	(EN12022 / EN11081 / EN15080)		
							\$7,176,349	\$7,153,849	\$7,153,849	\$7,153,849	\$2,309,113	\$2,309,113		\$2,309,113			
							Capital Total Project Budget	Adopted	Amended	Capital Total Project Budget	Adopted	Amended	Total Annual Capital Budget	Adopted	Amended		
							\$17,333,315	\$17,071,215	\$17,071,215	\$17,333,315	\$5,587,406	\$5,587,406		\$5,587,406			
10700	O&M Proj	12/9/15	Yes	No	WR15004	Garden in Every School	\$69,233	\$0	\$69,233	(\$63,128)	\$6,105	\$63,128	(\$63,128)	\$0	WR16004	Transfer from WR15004 to WR16004 for all work occurring in the FY 15/16 budget year so that WR15004 may be closed.	
					WR16004	Garden in Every School	\$45,000	\$0	\$45,000	\$63,128	\$108,128	\$45,000	\$63,128	\$108,128	(WR15004)		
					WR14013	Sponsorships & Public Outreach	\$77,500	\$0	\$77,500	(\$19,654)	\$57,846	\$19,732	(\$19,654)	\$77	WR16013	Transfer from WR14013 and WR15013 to WR16013 in order to receive current expenses against the current fiscal year project number and to close projects WR14013 and WR15013.	
					WR15013	Sponsorships & Public Outreach	\$80,500	\$0	\$80,500	(\$19,861)	\$60,639	\$33,315	(\$19,861)	\$13,454	WR16013		
					WR16013	Sponsorships & Public Outreach	\$80,375	\$0	\$80,375	\$39,515	\$119,890	\$80,375	\$39,515	\$119,890	(WR14013 / WR15013)		
					WR15022	Water Use Assessments	\$800,000	(\$19,260)	\$780,740	(\$200,000)	\$580,740	\$780,740	(\$200,000)	\$580,740	WR16007	Transfer from WR15022 to WR16007 because all IEUA supplemental funding for IMWD's residential base rate rebates for FY 15/16 has been committed.	
					WR16007	Residential Rebates Incentives	\$100,000	\$0	\$100,000	\$200,000	\$800,000	\$100,000	\$200,000	\$300,000	(WR15022)		

Exhibit D

Inland Empire Utilities Agency  
 Changes in Total Project Budgets: Inter-Departmental/Division Transfers FY 2015/16

Fund	Capital or Spec Proj	Request Orig	Total Proj Budget Change Y/N	Annual Proj Budget Change Y/N	New Proj? Y/N	Project Number	Project Title	Adopted Total Project Budget	Proj FY 2015/16 TP Budget Changes	Current Total Project Budget	Amount of Transfer In / Out	New TP Budget	FY 2015/16 Annual Project Budget	Annual Proj Budget Change	New Annual Project Budget	Project Transferred To/From	Justification
10700	O&M Proj	12/9/15	Yes	Yes	No	WR15022	Water Use Assessments	\$400,000	(\$219,260)	\$580,740	(\$100,000)	\$480,740	\$860,740	(\$100,000)	\$480,740	WR15008	Transfer from WR15022 to WR15008 to supplement the funding that is added to MWD's commercial, institutional, and industrial (CI) base rate rebates.
	O&M Proj					WR16008	Residential Rebates Incentives	\$100,000	\$300,000	\$400,000	\$100,000	\$500,000	\$400,000	\$100,000	\$500,000	(WR15022)	
						WR15007	Residential Rebates Incentives	\$90,000	\$0	\$90,000	(\$14,185)	\$75,815	\$14,787	(\$14,185)	\$582	WR15007	Transfer from WR15007 to WR16007 for all work occurring in FY15/16 so that WR15007 may be closed.
	O&M Proj	12/9/15	Yes	Yes	No	WR16007	Residential Rebates Incentives	\$100,000	\$200,000	\$300,000	\$14,185	\$314,185	\$300,000	\$14,185	\$314,185	(WR15007)	
								\$2,342,608		\$2,604,088		\$2,437,797			\$2,437,797		
30680	O&M Proj	10/6/15	Yes	Yes	No	PK11001	Water Discovery Field Trip	\$286,482	\$0	\$286,482	\$40,000	\$326,482	\$12,210	\$40,000	\$52,210	(O&M: 521010/ 521110/ 521080)	Transfer from WR15007 to WR16007 for all work occurring in FY15/16 so that WR15007 may be closed.
						EP15001	Digester Cleaning	\$790,000	\$0	\$790,000	(\$126,500)	\$663,500	\$652,112	(\$126,500)	\$525,612	PA15001	Transfer from EP15001 to PA15001 to supplement the underground piping rehabilitation.
	O&M Proj	11/9/15	Yes	Yes	No	PA15001	Underground Piping Rehab	\$3,400,000	\$0	\$3,800,000	\$126,500	\$3,926,500	\$17,918	\$126,500	\$144,418	(EP15001)	
	O&M Proj	12/16/15	Yes	Yes	No	CP16007	RP-1 Lawn Conversion	\$0	\$0	\$0	\$400,000	\$400,000	\$0	\$400,000	\$400,000	(RD Reserve)	Board approved amendment to fund the landscape services contract with Conserve LandCare, Inc. for the RP-1 lawn conversion.
	O&M Proj	12/30/15	Yes	Yes	Yes	LB16004	Dioxin Sampling Project	\$0	\$0	\$0	\$50,000	\$50,000	\$0	\$50,000	\$50,000	(O&M: 545210)	Transfer from O&M category, Natural Gas, to create project LB16004, Dioxin Sampling, due to exceedance levels at RP-5.
								\$4,816,482		\$5,306,482		\$5,240,240			\$1,172,240		
								Adopted				Adopted			Adopted		
								\$7,159,690		\$7,910,570		\$7,910,570			\$3,590,036		

Total Capital and O&M Project Transfers \$2,053,028  
 TPB Change - Capital (\$362,300)  
 TPB Change - O&M Project \$751,460  
 Net Change - TPB \$489,160



Inland Empire Utilities Agency  
A MUNICIPAL WATER DISTRICT

**FY 2015/16**  
**Budget Variance Report**  
**2<sup>nd</sup> Quarter ended December 31, 2015**

**Board of Directors**

**March 16, 2016**

# Sources of Funds Highlights

## Actuals compared to Amended Budget

### Good News:

- ❖ **Wastewater Connection Fees:** \$13.1 M, 56.3%
  - ❖ 2,571 new EDU connections vs. 4,330 new EDU budgeted
- ❖ **User Charges:** \$32.6M, 48.6%
- ❖ **Recycled Water Sales:** \$6.1M, 51.4%
  - 17,686 AF actual year to date vs. 35,150 AFY budgeted
- ❖ **Property Taxes:** \$18.0M, 43.8%
- ❖ **Water Sales:** \$8.9M, 21.6%
  - 15,345 AF over 50,000 AF budgeted AF



### Not so Good News:

- ❖ **Grants & Loans:** \$0.8M, 3.7%

# Uses of Funds Highlights

## Actuals compared to Amended Budget

### Good News:

- ❖ **Employment Expenses:** \$20.1M, 49.4%
  - Vacancy factor 12.4% higher than budgeted 4%. Savings partially offset by payments for unfunded retirement liabilities.
- ❖ **Debt Service:** \$12.4M, 47.9%
  - 2008A \$3.3M
  - 2010A \$4.5M
  - SARI Loans \$0.3M
  - SRF Loans \$3.3M

### Not so Good News:

- ❖ **Capital Projects:** \$13.2 M, 25.6%



# Updates

- ❖ **Project Closure**
  - 15 projects identified as eligible for closure, for approximately \$4.6M
- ❖ **Total Project Budget Change (over \$100K)**
  - 11 projects have changed the Total Project Budget for approximately \$1M
  - Details listing of projects are shown under Exhibit D



# FY 2015/16 Q2 Consolidated Fund Balance

Operating	FY 2015/16 Amended Budget	Second Quarter Ended 12/31/15	Actual % of Amended Budget
Operating Revenue	\$131.0	\$52.7	40.2 %
Operating Expense	\$160.5	\$51.3	31.9%
<b>Operating Net Increase/(Decrease)</b>	<b>(\$29.5)</b>	<b>\$1.4</b>	
<b>Non- Operating</b>			
Non-Operating Revenue	\$91.6	\$32.0	34.9%
Non-Operating Expense	\$75.2	\$25.6	34.0%
<b>Non-Operating Net Increase/(Decrease)</b>	<b>\$16.4</b>	<b>\$6.4</b>	
<b>Consolidated</b>			
Total Sources of Funds	\$222.6	\$84.7	38.0%
Total Uses of Funds	\$235.7	\$76.9	32.6%
<b>Total Net Increase/(Decrease)</b>	<b>(\$13.1)</b>	<b>\$7.8</b>	
Beginning Fund Balance	\$146.1	\$146.1	
<b>Ending Fund Balance</b>	<b>\$133.0</b>	<b>\$153.9</b>	



# Questions?

*The budget variance analysis report is consistent with the Agency's business goal of fiscal responsibility*



**INFORMATION  
ITEM**


**3B**

Date: March 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (03/9/16)

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

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### **RECOMMENDATION**

The Treasurer's Report of Financial Affairs for the month ended January 31, 2016, is an informational item for the Board of Director's review.

### **BACKGROUND**

The Treasurer's Report of Financial Affairs for the month ended January 31, 2016, is submitted in a format consistent with State requirements. 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).

Total cash, investments, and restricted deposits of \$163,950,513 reflect an increase of \$11,992,362 compared to the total reported for December 2015. The increase was primarily due to the property tax receipts and wastewater connection fees reported by contracting agencies.

The average days of cash on hand for the month ended January 31, 2016, increased from 209 days to 227 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 days of cash on hand calculation.

The Agency's investment portfolio average rate of return in January 2016 was 0.748%, an increase of 0.113% compared to the average yield of 0.635% reported in December 2015. The increase is the result of investing available resources within the three to five year term which offers higher rate of return and change in our portfolio duration.

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 December 2015 on February 17, 2016.

### **IMPACT ON BUDGET**

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

Attachment: January 2016 Treasurer's Report of Financial Affairs



# **Treasurer's Report of Financial Affairs for January 31, 2016**

**March 2016  
Board Meeting**

# Report of Financial Affairs

## Liquidity

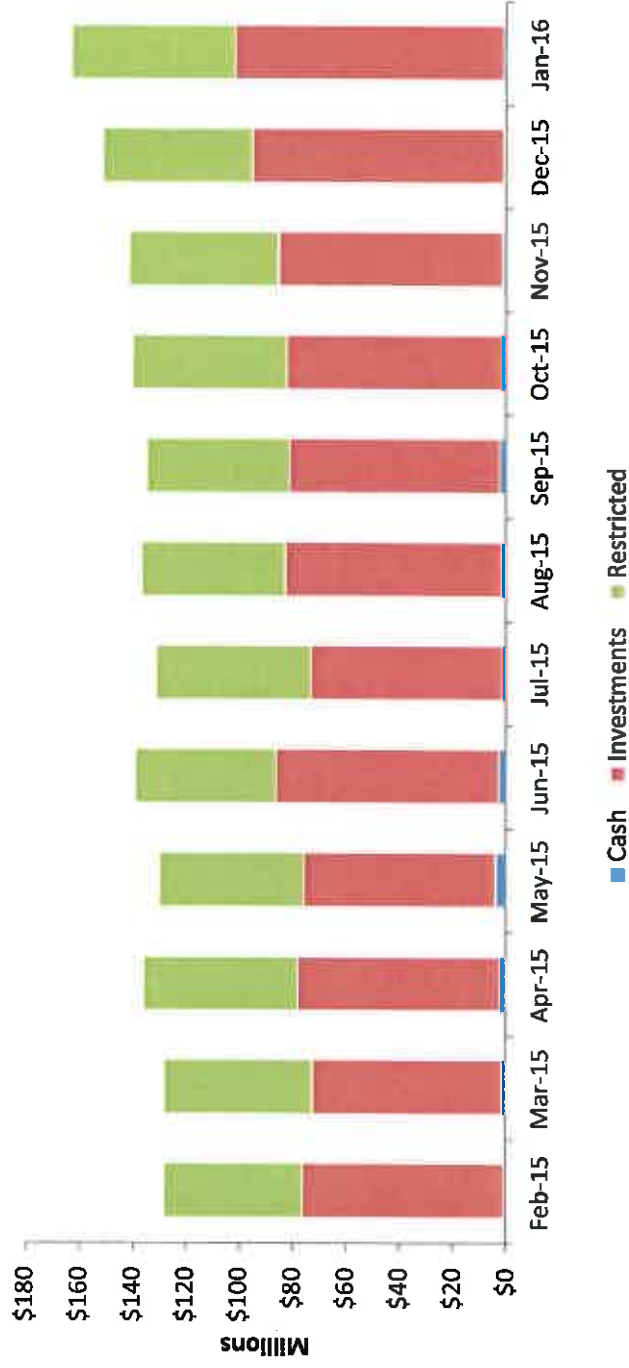
Description	January 2016 (\$ million)	December 2015 (\$ million)	Increase (Decrease) (\$ million)
Total Cash, Investments, and Restricted Deposits	\$163.9	\$152.0	\$11.9
Total Investment Portfolio	\$101.1	\$95.4	\$5.7
Investment Portfolio Yield	0.748%	0.635%	0.113%
Weighted Average Duration (years)	0.99	0.75	0.24
Average Cash on Hand (days)	227	209	18

## Portfolio

Term	Description	Allowable Threshold (\$ million)	Investment Value (\$ million)	Yield	Current Portfolio %
<b>Short Term, Under 1 Year:</b>	LAI/F*	\$65	\$34.9	0.40%	35%
	CalTrust	\$20	\$7.5	0.56%	7%
	Citizens Business – Sweep	40%	\$21.7	0.30%	21%
	Brokered CDs	30%	\$0.8	0.82%	1%
	US Treasury Note	n/a	\$1.0	0.64%	1%
	US Government Securities	n/a	\$2.0	0.38%	2%
	Medium Term Notes	10%	\$1.0	1.07%	1%
<b>1 to 3 Years:</b>	Brokered CDs	30%	\$2.4	1.33%	2%
	US Government Securities	n/a	\$8.0	1.21%	8%
	Medium Term Notes	10%	\$6.1	1.27%	6%
<b>Over 3 Years:</b>	Brokered CDs	30%	\$0.8	2.36%	1%
	US Government Securities	n/a	\$14.9	1.70%	15%

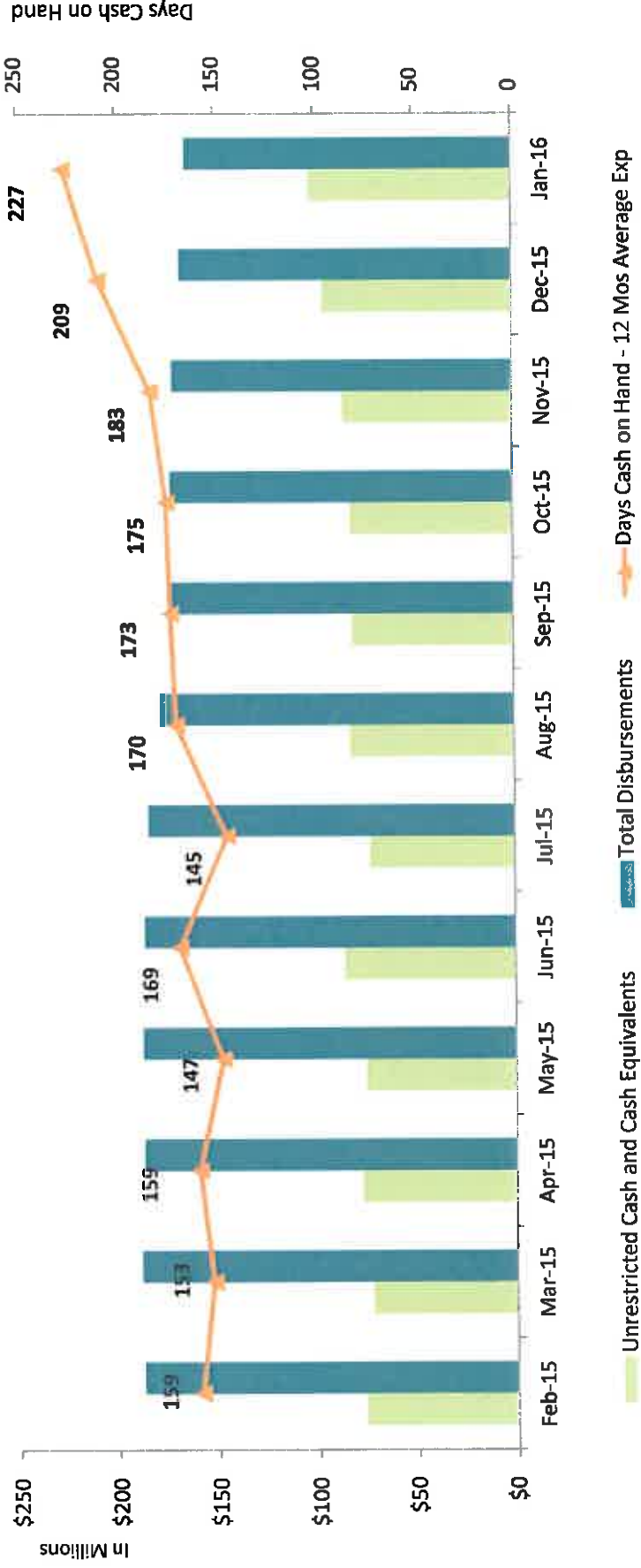
# Cash, Investments and Restricted Deposits

Cash, Investments and Restricted Deposits

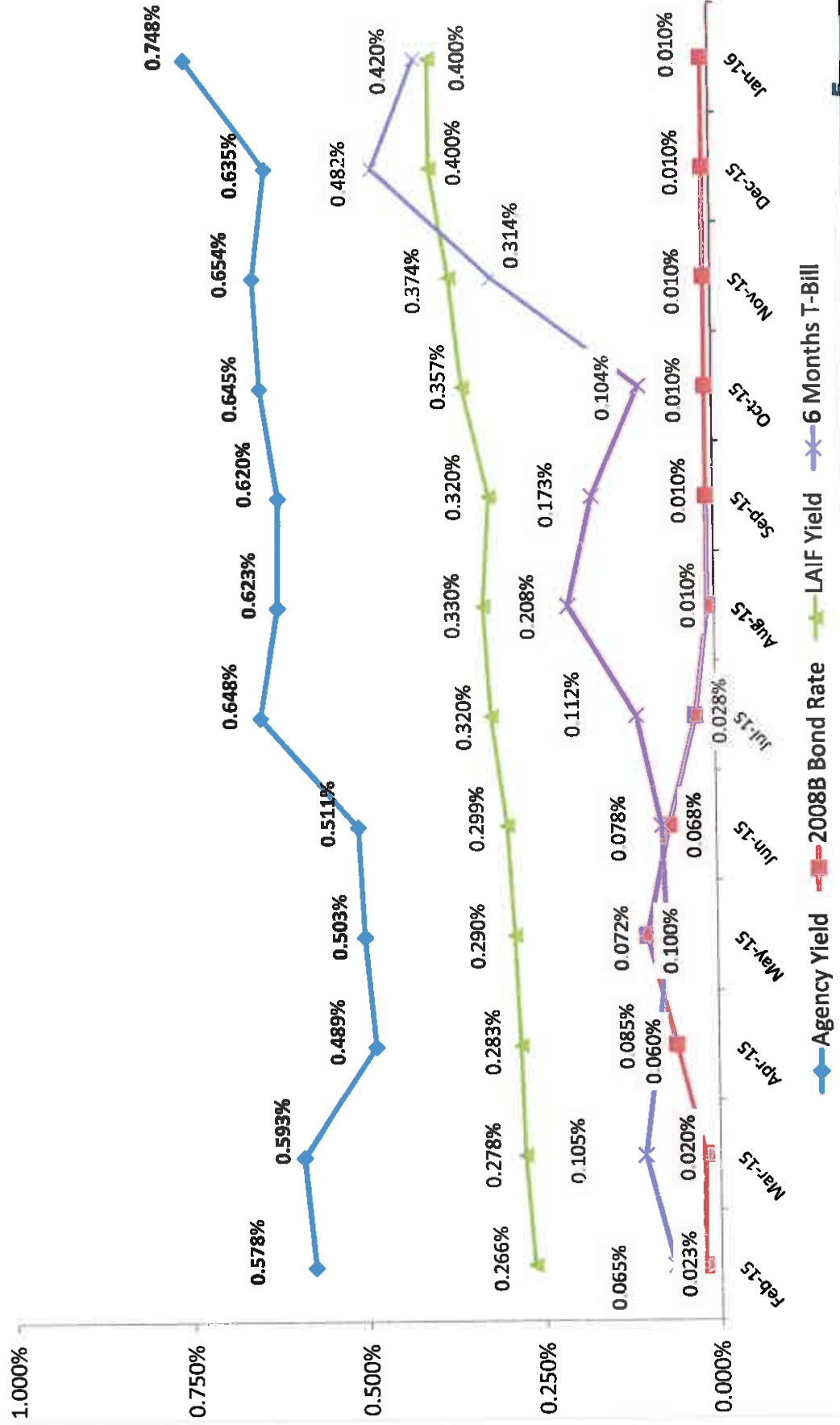


# Day Cash On Hand 12 Months Rolling Average

## Days Cash on Hand - 12 Mos Rolling



# Month End Portfolio Yield Comparison





# Questions?



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

# TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended January 31, 2016



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

	<u>January</u>	<u>December</u>
<b>Cash, Bank Deposits, and Bank Investment Accounts</b>	<b>\$1,007,067</b>	<b>\$915,171</b>
<b><u>Investments</u></b>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$21,681,737	\$28,507,944
Local Agency Investment Fund (LAIF)	34,897,078	34,873,252
CalTrust	7,551,077	4,544,409
Certificates of Deposit	3,874,000	3,874,000
Medium Term Notes	7,104,634	3,000,723
U.S. Treasury Notes	999,843	999,828
U.S. Government Sponsored Entities	24,972,930	18,999,654
<b>Total Investments</b>	<b>\$101,081,299</b>	<b>\$94,799,810</b>
<b>Total Cash and Investments Available to the Agency</b>	<b>\$102,088,366</b>	<b>\$95,714,981</b>
<b><u>Restricted Deposits</u></b>		
Debt Service Accounts	\$3,178,494	\$2,544,734
CCRA Deposits Held by Member Agencies	51,906,260	46,871,217
OPEB (CERBT) Account	6,758,422	6,821,716
Escrow Deposits	18,971	5,503
<b>Total Restricted Deposits</b>	<b>\$61,862,147</b>	<b>\$56,243,170</b>
<b>Total Cash, Investments, and Restricted Deposits</b>	<b>\$163,950,513</b>	<b>\$151,958,151</b>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
 January 31, 2016

**Cash, Bank Deposits, and Bank Investment Accounts**

CBB Demand Account (Offset by CBB Sweep Balance)	\$694,661
CBB Workers' Compensation Account	64,414
Bank of America (BoFA) Payroll Account	58,719
BoFA Payroll Taxes Account	56,081
Subtotal Demand Deposits	<u>\$873,875</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**

\$51,800

**US Bank Pre-Investment Money Market Account**

\$79,142

***Total Cash and Bank Accounts***

\$1,007,067

**Investments**

**CBB Repurchase (Sweep) Investments**

Federal Home Loan	\$21,681,737
Subtotal CBB Repurchase (Sweep)	<u>\$21,681,737</u>

**Local Agency Investment Fund (LAIF)**

LAIF Non-Restricted Fund	\$28,974,253
LAIF Insurance Sinking Fund	5,922,825
Subtotal Local Agency Investment Fund	<u>\$34,897,078</u>

**CalTrust**

Short Term	\$7,551,077
Subtotal CalTrust	<u>\$7,551,077</u>

**Certificates of Deposit**

Brokered Certificates of Deposit	\$3,874,000
Subtotal Certificates of Deposit	<u>\$3,874,000</u>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
January 31, 2016

**Investments Continued**

<b>Medium Term Notes</b>	
JP Morgan Securities	\$1,000,078
John Deere Capital Corp	1,001,480
JP Morgan Chase & Co.	999,165
Johnson & Johnson	2,027,348
Microsoft	2,076,563
Subtotal Medium Term Notes	<u>\$7,104,634</u>

**U.S. Treasury Notes**

Treasury Note	\$999,843
Subtotal U.S. Treasury Notes	<u>\$999,843</u>

**U.S. Government Sponsored Entities**

Fannie Mae Bank	\$7,999,502
Freddie Mac Bank	3,001,043
Federal Farm Credit Bank	3,000,000
Federal Home Loan Bank	10,972,385
Subtotal U.S. Government Sponsored Entities	<u>\$24,972,930</u>

***Total Investments***

\$101,081,299

**Restricted Deposits**

**Debt Service Reserves**

08A Debt Service Accounts	\$0
08B Debt Service Accounts	2,544,719
10A Debt Service Accounts	633,775
Subtotal Debt Service Reserves	<u>\$3,178,494</u>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

*Month Ended  
January 31, 2016*

**CCRA Deposits Held by Member Agencies**

City of Chino	\$12,629,797
Cucamonga Valley Water District	12,459,633
City of Fontana	8,396,131
City of Montclair	2,472,618
City of Ontario	9,012,751
City of Chino Hills	3,415,776
City of Upland	3,519,554
Subtotal CCRA Deposits Held by Member Agencies	<u>\$51,906,260</u>

**CalPERS**

OPEB (CERBT) Account	<u>\$6,758,422</u>
Subtotal CalPERS Accounts	<u>\$6,758,422</u>

**Total Restricted Deposits**

	<u>\$61,862,147</u>
	<u><u>\$163,950,513</u></u>

**Total Cash, Investments, and Restricted Deposits as of January 31, 2016**

Total Cash, Investments, and Restricted Deposits as of 1/31/16	\$163,950,513
Less: Total Cash, Investments, and Restricted Deposits as of 12/31/15	151,958,151
<b>Total Monthly Increase (Decrease)</b>	<u><u>\$11,992,362</u></u>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
 January 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	January Amortization	January Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
<b>Cash, Bank Deposits, and Bank Investment Accounts</b>													
<b>Citizens Business Bank (CBB)</b>													
Demand Account*					\$694,661	\$694,661	N/A	N/A	\$694,661		N/A	N/A	\$694,661
Workers' Compensation Account					64,414	\$64,414	N/A	N/A	\$64,414		N/A	N/A	\$64,414
Subtotal CBB Accounts					\$759,075	\$759,075			\$759,075				\$759,075
<b>Bank of America (BoFA)</b>													
Payroll Checking					\$58,719	\$58,719	N/A	N/A	\$58,719		N/A	N/A	\$58,719
Payroll Tax Checking					56,081	56,081	N/A	N/A	56,081		N/A	N/A	56,081
Subtotal B of A Accounts					\$114,800	\$114,800			\$114,800				\$114,800
<b>Bank of the West</b>													
Money Market Plus - Business Account					\$51,800	\$51,800	N/A	N/A	\$51,800		0.18%	N/A	\$51,800
Subtotal Bank of the West Account					\$51,800	\$51,800			\$51,800		0.18%		\$51,800
<b>US Bank (USB)</b>													
Federated Automated MMA					\$79,142	\$79,142	N/A	N/A	\$79,142		0.01%	N/A	\$79,142
Subtotal USB Account					\$79,142	\$79,142			\$79,142		0.01%		\$79,142
<b>Petty Cash</b>					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
<b>Total Cash, Bank Deposits and Bank Investment Accounts</b>					<b>\$1,007,067</b>	<b>\$1,007,067</b>			<b>\$1,007,067</b>				<b>\$1,007,067</b>

\*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance

**Investments**

**CBB Daily Repurchase (Sweep) Accounts**

Federal Home Loan	\$21,681,737	\$21,681,737	N/A	N/A	\$21,681,737	\$21,681,737			\$21,681,737		0.30%	N/A	\$21,681,737
Subtotal CBB Repurchase Accounts	\$21,681,737	\$21,681,737			\$21,681,737	\$21,681,737			\$21,681,737		0.30%		\$21,681,737

**LAIF Accounts**

Non-Restricted Funds	\$28,974,253	\$28,974,253	N/A	N/A	\$28,974,253	\$28,974,253			\$28,974,253		0.446%	N/A	\$28,974,253
LAIF Sinking Fund	5,922,825	5,922,825	N/A	N/A	5,922,825	5,922,825			5,922,825		0.446%	N/A	5,922,825
Subtotal LAIF Accounts	\$34,897,078	\$34,897,078			\$34,897,078	\$34,897,078			\$34,897,078		0.446%		\$34,897,078

**CAL TRUST Accounts**

Short-Term	\$7,551,077	\$7,551,077	N/A	N/A	\$7,551,077	\$7,551,077			\$7,551,077		0.60%	N/A	\$7,551,077
Subtotal CalTrust Accounts	\$7,551,077	\$7,551,077			\$7,551,077	\$7,551,077			\$7,551,077		0.60%		\$7,551,077

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
 January 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	January Amortization	January Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	Moody's S&P	Moody's S&P	Moody's S&P	Moody's S&P									
<b>Investments (continued)</b>													
<b>Brokered Certificates of Deposit (CDs)</b>													
Ally Bank	N/A				\$245,000	\$245,000	551		\$245,000	0.80%	0.80%	01/17/17	\$244,762
Capital One National Association	N/A				240,000	240,000	552		240,000	0.80%	0.80%	01/17/17	239,767
Compass Bank	N/A				245,000	245,000	552		245,000	0.85%	0.85%	01/17/17	244,762
Comerity Capital Bank	N/A				240,000	240,000	731		240,000	1.15%	1.15%	07/13/17	239,736
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	239,683
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	239,683
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	247,921
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	247,928
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,293
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,523
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,518
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,031
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,031
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.51%	07/29/20	244,190
JPM Chase NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.32%	07/31/20	244,542
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	241,637
Subtotal Brokered CDs					\$3,874,000	\$3,874,000		\$0	\$3,874,000		1.426%		\$3,876,009
<b>US Treasury Note</b>													
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463	1092	15	\$999,843	0.63%	0.64%	12/15/16	\$999,960
Subtotal US Treasuries					\$1,000,000	\$999,463		15	\$999,843		0.64%		\$999,960
<b>U.S. Government Sponsored Entities</b>													
Federal Home Loan Bank	N/A	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$1,999,400
Freddie Mac Bond	AA+	AAA			2,000,000	2,001,500	722		2,001,043	0.85%	0.81%	06/16/17	2,000,440
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100	(64)	2,000,000	1.20%	1.20%	06/29/18	2,000,160
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,097		2,000,000	1.20%	1.20%	11/28/18	2,002,600
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,459		2,000,000	1.61%	1.63%	12/28/18	2,013,840
Federal Home Loan Bank	AA+	AAA			3,000,000	3,000,000	1,186		3,000,000	1.50%	1.50%	04/26/19	3,007,860
Fannie Mae Bond	AA+	AAA			4,000,000	3,999,400	1,456	13	3,999,502	1.50%	1.50%	05/24/19	4,009,080
Federal Farm Credit Bank	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.50%	1.52%	06/24/19	2,024,740
Freddie Mac Bond	AA+	AAA			1,000,000	1,000,000	1,461		1,000,000	1.00%	3.00%	07/29/19	1,001,810
Federal Home Loan Bank	AA+	AAA			3,000,000	2,972,928	1,359	378	2,973,306	1.25%	1.50%	10/02/19	3,002,610
Federal Home Loan Bank	AA+	AAA			1,000,000	998,000	1,461	21	999,079	1.40%	1.43%	10/08/19	1,000,000
Federal Farm Credit Bank	AA+	AAA			1,000,000	1,000,000	1,461		1,000,000	1.42%	1.42%	10/21/19	1,000,300
Subtotal U.S. Gov't Sponsored Entities					\$25,000,000	\$24,972,828		\$348	\$24,972,930		1.373%		\$25,062,840

(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)



**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
 January 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	January Amortization	January Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
<b>Medium Term Notes</b>													
JP Morgan Securities	A-	A3		A3	\$1,000,000	\$1,001,500	1,094	(43)	\$1,000,078	1.13%	1.07%	02/26/16	\$1,000,340
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	998,400
JP Morgan Chase & Co	A-	A3		30	1,000,000	999,000	1,037	30	999,165	1.63%	1.66%	05/15/18	994,990
Johnson & Johnson	AAA	AAA			2,000,000	2,027,480	1,044		2,027,348	1.63%	1.16%	12/05/18	2,028,260
Microsoft	AAA	AAA			2,050,000	2,076,691	1,045		2,076,563	1.60%	1.16%	12/06/18	2,077,901
Subtotal Medium Term Notes					\$7,050,000	\$7,108,671		(\$84)	\$7,104,634		1.21%		\$7,099,891
<b>Total Investments</b>					<b>\$101,053,892</b>	<b>\$101,084,854</b>			<b>\$101,081,299</b>				<b>\$101,168,591</b>
<i>(Source of Investment Market Value: US Bank)</i>													
<b>Restricted Deposits</b>													
<b>Debt Service and Arbitrage Accounts</b>													
08B Debt Service Accounts					2,544,719	2,544,719	N/A	N/A	2,544,719		0.00%		2,544,719
10A Debt Service Accounts					633,775	633,775	N/A	N/A	633,775		0.00%		633,775
<b>Total Debt Service Accounts</b>					<b>\$3,178,494</b>	<b>\$3,178,494</b>			<b>\$3,178,494</b>				<b>\$3,178,494</b>
<b>CCRA Deposits Held by Member Agencies</b>													
City of Chino					\$12,629,797	\$12,629,797	N/A	N/A	\$12,629,797		N/A	N/A	\$12,629,797
Cucamonga Valley Water District					12,459,633	12,459,633	N/A	N/A	12,459,633		N/A	N/A	12,459,633
City of Fontana					8,396,131	8,396,131	N/A	N/A	8,396,131		N/A	N/A	8,396,131
City of Montclair					2,472,618	2,472,618	N/A	N/A	2,472,618		N/A	N/A	2,472,618
City of Ontario					9,012,751	9,012,751	N/A	N/A	9,012,751		N/A	N/A	9,012,751
City of Chino Hills					3,415,776	3,415,776	N/A	N/A	3,415,776		N/A	N/A	3,415,776
City of Upland					3,519,554	3,519,554	N/A	N/A	3,519,554		N/A	N/A	3,519,554
<b>Subtotal CCRA Deposits Held by Member Agencies</b>					<b>\$51,906,260</b>	<b>\$51,906,260</b>			<b>\$51,906,260</b>				<b>\$51,906,260</b>
<i>(Reported total as of December 31, 2015)</i>													
<b>CalPERS Deposits</b>													
OP&B (CERBT) Account					\$7,000,000	\$7,000,000	N/A	N/A	\$6,758,422		N/A	N/A	\$6,758,422
Subtotal CalPERS Deposits					\$7,000,000	\$7,000,000			\$6,758,422				\$6,758,422
<b>Escrow Deposits</b>													
Genesis Construction Escrow					\$18,971	\$18,971	N/A	N/A	\$18,971		N/A	N/A	\$18,971
Subtotal Escrow Deposits					\$18,971	\$18,971			\$18,971				\$18,971
<b>Total Restricted Deposits</b>					<b>\$62,103,725</b>	<b>\$62,103,725</b>			<b>\$61,862,147</b>				<b>\$61,862,147</b>
<b>Total Cash, Investments, and Restricted Deposits as of January 31, 2016</b>					<b>\$164,164,684</b>	<b>\$164,195,646</b>			<b>\$163,950,513</b>				<b>\$164,037,805</b>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

*Month Ended*  
*January 31, 2016*

**January Purchases**

No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
1	1/12/2016	Purchased	Federal Home Loan Bank	\$ 3,000,000	1.25%
2	1/26/2016	Purchased	Federal Home Loan Bank	\$ 3,000,000	1.50%
3	1/26/2016	Purchased	Johnson & Johnson Corporate Bond	\$ 2,000,000	1.650%
4	1/26/2016	Purchased	Microsoft Corporate Bond	\$ 2,050,000	1.625%
<b>Total Purchases</b>				<b>\$ 10,050,000</b>	

**January Investment Maturities, Calls & Sales**

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

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
 January 31, 2016

<b>Directed Investment Category</b>	<b>Amount Invested</b>	<b>Yield</b>
CBB Repurchase (\$sweep)	\$21,681,737	0.300%
LAIF	34,897,078	0.446%
CalTrust	7,551,077	0.600%
Medium Term Notes	7,104,634	1.212%
US Treasury Notes	999,843	0.640%
U.S. Government Sponsored Entities	24,972,930	1.373%
	<b>\$97,207,299</b>	<b>0.721%</b>
<b>Bank Deposit and Investment Accounts</b>		
Various Banks - Brokered Certificates of Deposit	3,874,000	1.426%
Bank of the West Money Market Account	51,800	0.180%
	<b>\$3,925,800</b>	<b>1.410%</b>

**Total Investment Portfolio**  
**Investment Portfolio Rate of Return**

**\$101,133,099**      **0.748%**

<b>Restricted/Transitory/Other Demand Accounts</b>	<b>Amount Invested</b>	<b>Yield</b>
CCRA Deposits Held by Member Agencies	\$51,906,260	N/A
CalPERS OPEB (CERBTJ) Account	6,758,422	N/A
US Bank - 2008B Debt Service Accounts	2,544,719	0.000%
Citizens Business Bank - Demand Account	694,661	N/A
US Bank - 2010A Debt Service Accounts	633,775	0.000%
US Bank - Pre-Investment Money Market Account	79,142	0.010%
Citizens Business Bank - Workers' Compensation Account	64,414	N/A
Other Accounts*	117,050	N/A
	<b>\$62,798,443</b>	<b>0.000%</b>

**Total Agency Directed Deposits**

**\$163,931,542**

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

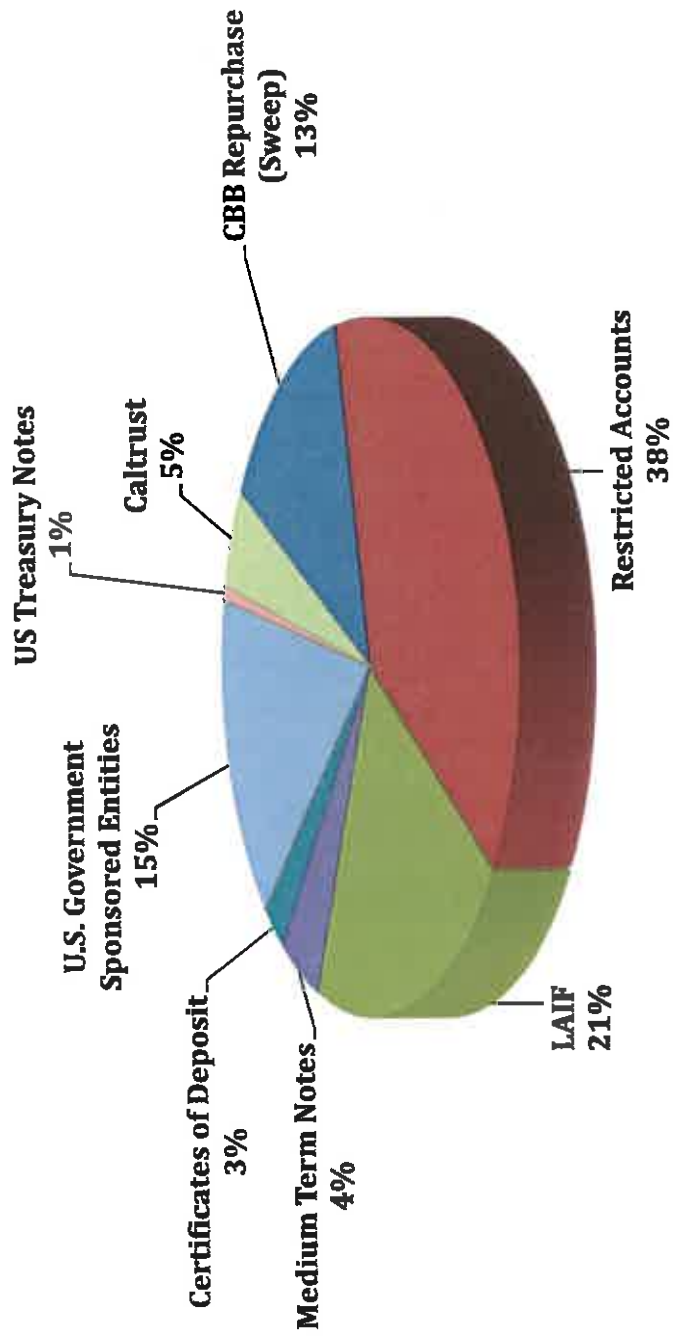
# ***Inland Empire Utilities Agency***

## **Treasurer's Report of Financial Affairs**

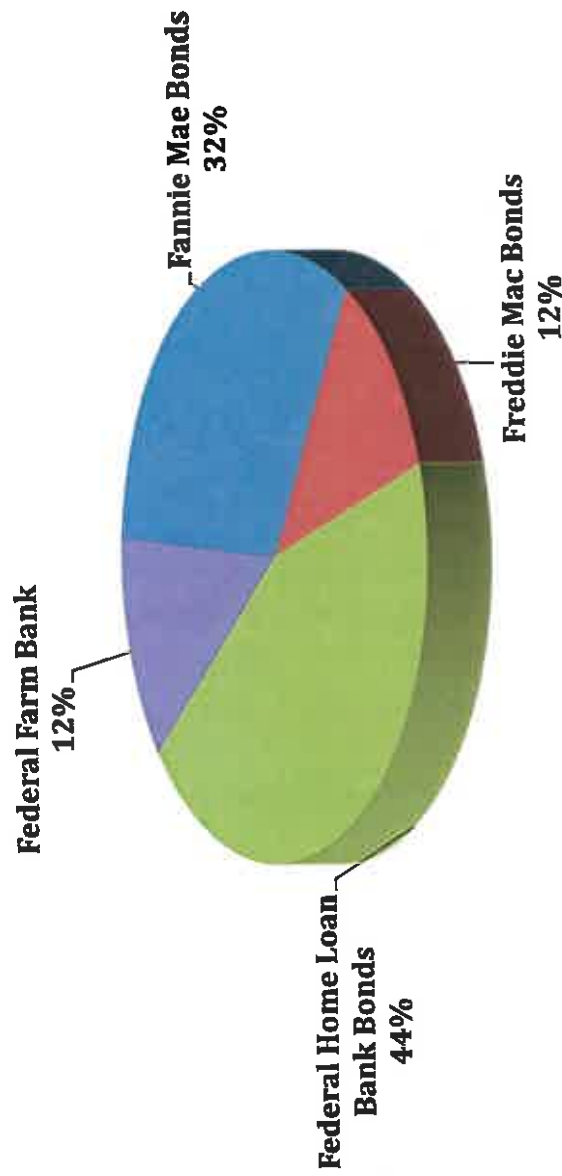
**For the Month Ended January 31, 2016**

**Agency Investment Portfolio (net of escrow deposits)**

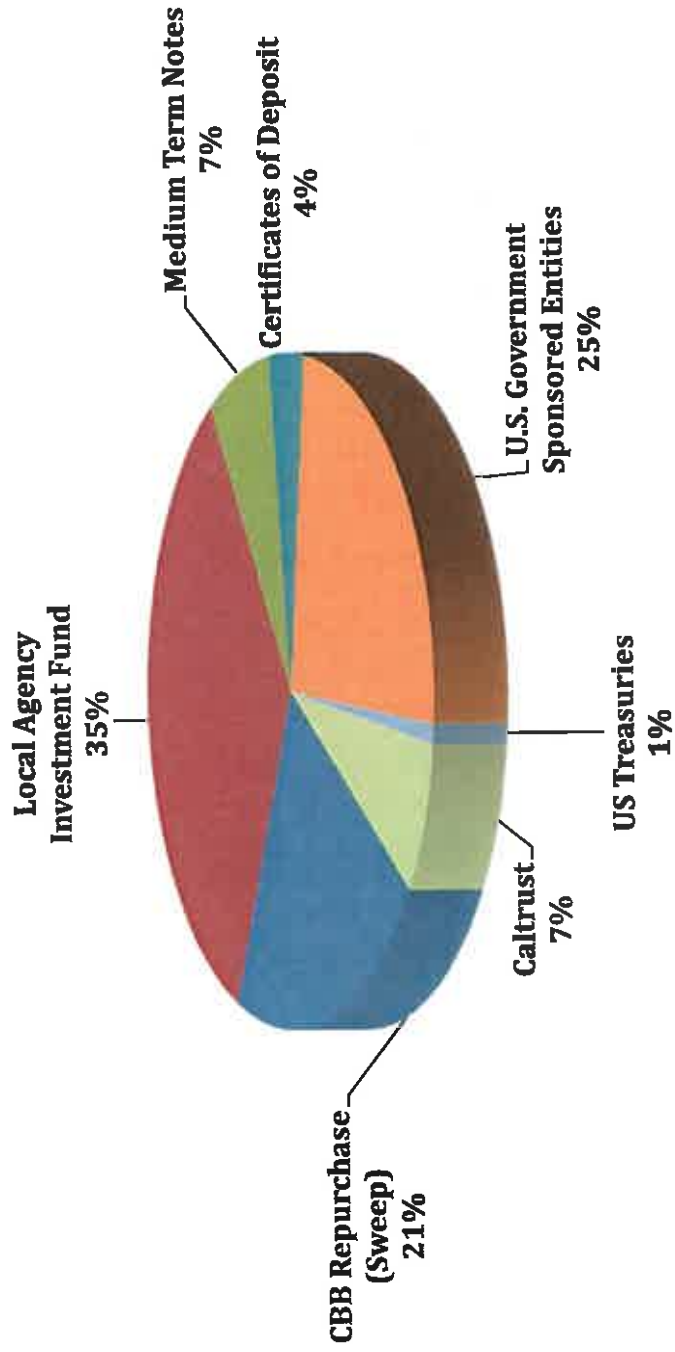
**\$163,931,542**



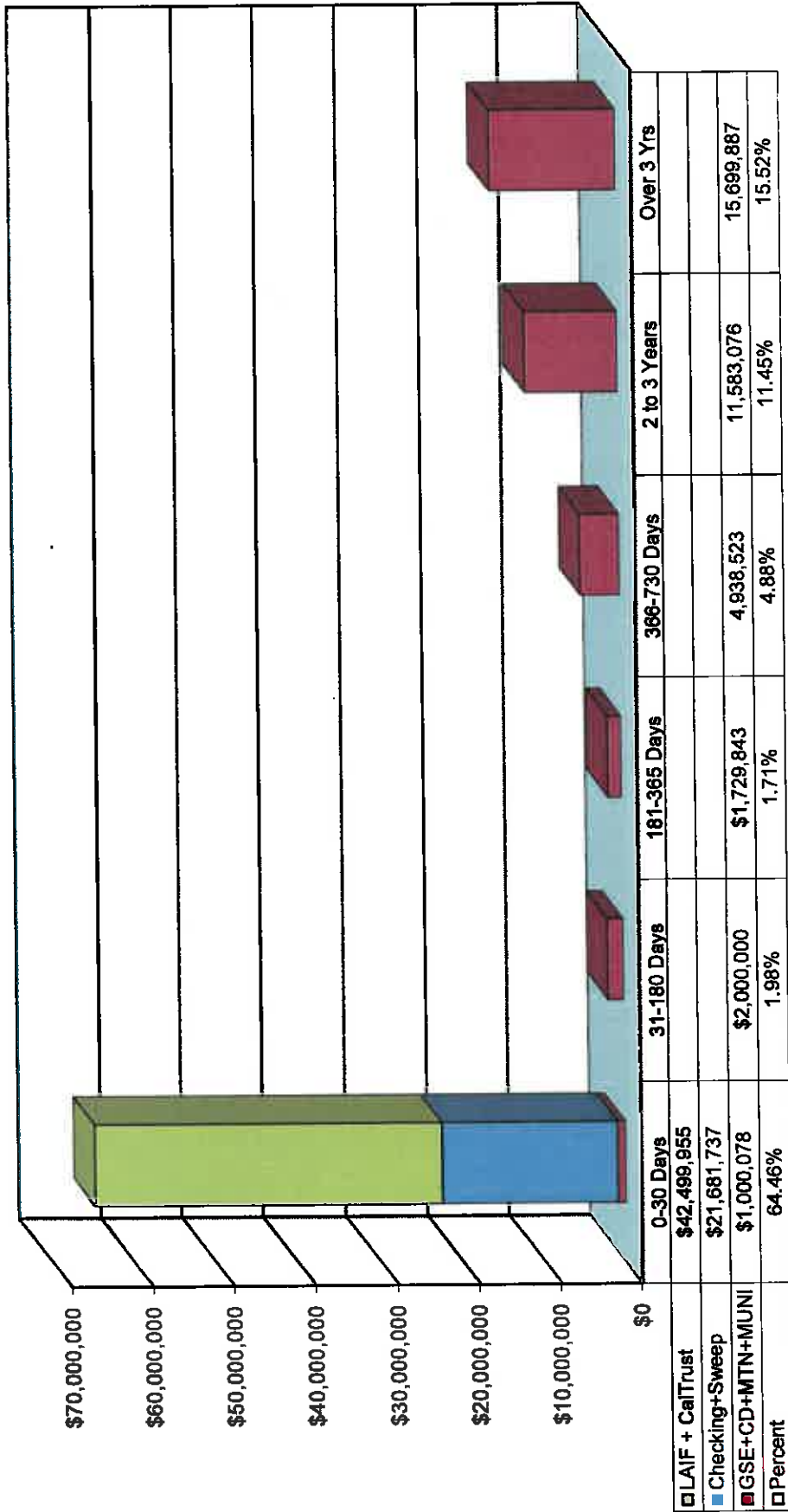
***Inland Empire Utilities Agency***  
**Treasurer's Report of Financial Affairs**  
**For the Month Ended January 31, 2016**  
**U.S. Government Sponsored Entities Portfolio**  
**\$24,972,930**



**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
**For the Month Ended January 31, 2016**  
**Unrestricted Agency Investment Portfolio**  
**\$101,133,099**



**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
 For the Month Ended January 31, 2016  
 Agency Investment Portfolio Maturity Distribution  
**\$101,133,099**



**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
*Agency Investment Portfolio Yield Comparison*

