



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

**WEDNESDAY, JULY 13, 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 June 8, 2016.

B. REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Committee/Board approve the total disbursements for the month of May 2016, in the amount of \$11,749,719.63.

2. ACTION ITEMS

A. AGENCY-WIDE INSURANCE POLICIES FOR FY 2016/17

It is recommended that the Committee/Board ratify the purchase of the following Agency-wide insurance policies with an effective date of July 1, 2016, providing coverage through July 1, 2017, for the amounts included in the FY 1016/17 Budget:

General Liability: Provides third party liability coverage for bodily injury and property damage through the Insurance Company of the State of Pennsylvania (AIG/ICSP) and Allied World Assurance Company (AWAC) for up to \$20,000,000 per policy year, with a Self-Insured Retention (SIR) of \$1,000,000; and

Automobile Liability: Covers losses to other parties for bodily injury and property damage caused by Agency vehicles. Limits of coverage are \$20,000,000 per accident, with a SIR of \$1,000,000; and

Public Entity Errors and Omissions: Provides \$20,000,000 per policy year of protection against claims for damages arising from the negligent acts, errors, and omissions of the Board of Directors and/or Agency staff acting within their professional capacity, with a SIR of \$1,000,000; and

Property, and Boiler and Machinery: Provides insurance protection resulting from damage and destruction of property through the California Sanitation Risk Management Authority (CSRMA) Property Program; with a deductible level of \$25,000; and

Excess Workers' Compensation and Employer's Liability: Provides coverage against bodily injury and illness to employees in the scope of their employment insurance from Midlands Insurance, with a Self-Insured Retention (SIR) of \$1,000,000.

B. AWARD OF CONTRACT FOR STATE LEGISLATIVE SERVICES

It is recommended that the Committee/Board:

1. Approve a three-year contract with two additional one-year extensions with West Coast Advisors to provide state legislative consulting services, for a monthly retainer fee of \$9,800, plus approved expenses; and
2. Authorize the General Manager to finalize and execute said contract and potential one-year extensions.

C. AWARD OF CONTRACTS FOR FEDERAL LEGISLATIVE SERVICES

It is recommended that the Committee/Board:

1. Approve a three-year contract with two additional one-year extensions with Innovative Federal Strategies, LLC to provide federal legislative consulting services for a monthly retainer fee of \$8,000, plus approved expenses; and
2. Approve a three-year contract with two additional one-year extensions with Agricultural Resources to provide federal legislative consulting services for a monthly retainer fee of \$6,000 through December 31, 2016, and \$3,500 thereafter, plus approved expenses; and
3. Authorize the General Manager to finalize and execute said contracts and potential one-year extensions.

D. CONTRACT AWARD FOR VICTORIA BASIN INFILTRATION RESTORATION

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002119 with Jeremy Harris Construction for the Victoria Basin Infiltration Restoration operation and maintenance activities for a not-to-exceed amount of \$103,612; and
2. Authorize the General Manager to execute the contract.

E. CONTRACT AWARD FOR ON-SITE STAFF TRAINING SERVICES

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002162 to GP Strategies Corporation to provide on-site staff training services for the not-to-exceed amount of \$138,418; and
2. Authorize the General Manager to execute the contract.

F. CONTRACT AWARD FOR DISTRIBUTED CONTROL SYSTEM (DCS) SUPPORT SERVICES

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002120 to award Schneider Electric a four-year support contract for Foxboro software and hardware; and
2. Authorize the General Manager to execute the contract.

3. **INFORMATIONAL ITEMS**

RECEIVE AND FILE INFORMATION ITEM

A. **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: 

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, July 7, 2016.



April Woodruff

**CONSENT
ITEM**

1A



MINUTES

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

WEDNESDAY, JUNE 8, 2016
11:00 A.M.

COMMITTEE MEMBERS PRESENT

Steven J. Elie
Terry Catlin

COMMITTEE MEMBERS ABSENT

Gene Koopman, Chair

STAFF PRESENT

Jasmin A. Hall, Director
P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Randy Lee, Executive Manager of Operation/AGM
Christina Valencia, Chief Financial Officer/ AGM
Ernest Yeboah, Executive Manager of Operations/AGM
Adham Almasri, Senior Engineer
Jerry Burke, Deputy Manager of Engineering
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Tina Cheng, Budget Officer
Warren Green, Manager of Contracts and Facilities Services
Matt Melendrez, Deputy Manager of Operations
Sylvie Lee, Manager of Planning and Environmental Resources
Jesse Pompa, Senior Engineer
John Scherck, Acting Deputy Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None.

The meeting was called to order at 10:30 a.m. There were no public comments received or additions to the agenda.

CONSENT CALENDAR ITEMS

The Committee:

- ◆ Approved the Finance, Legal, and Administration Committee meeting minutes of May 11, 2016.
- ◆ Recommended that the Board approve the total disbursements for the month of April 2016, in the amount of \$10,275,385.58;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

ACTION ITEMS

The Committee:

- ◆ Recommended that the Board adopt Resolution No. 2016-6-8, establishing the appropriation limits for Fiscal Year (FY) 2016/17;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board approve:

1. The amendments to the FY 2016/17 adopted budget for all Agency's funds;
2. The Non-Reclaimable Wastewater (NC) fund Rate Resolution Nos. 2016-6-1 through 2016-6-3;
3. The Regional Wastewater Operations & Maintenance (RO) fund Rate Resolution 2016-6-4;
4. The Water Resources (WW) fund Rate Resolution Nos. 2016-6-7 and 2016-6-15;
5. The Rate Resolution No. 2016-6-5 for Laboratory Fees, 2016-6-6 for Equipment Rental, and 2016-6-9 for the Fontana Extra-Territorial Charge;
6. An inter-fund loan from the RO fund to the WW fund for a not-to-exceed amount of \$3.2 million in FY 2016/17 to support purchase of supplemental water supplies;
7. The forgiveness of the inter-fund loan from the Administrative Service (GG) fund to the WW fund in the amount of \$4.3 million in FY 2015/16; and
8. The allocation of property tax receipts in excess of \$13.7 million from the Regional RO, Recycled Water (WC), and GG funds to the WW fund beginning in FY 2016/17, and maintain allocation of 65% of property tax receipts to the Regional Wastewater Capital Improvement (RC) fund;

as an Action Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve a seven-year competitively-let contract (No. 4600002112) to Airgas USA, LLC of Ontario, California, through June 30, 2022, for Agency-wide compressed gases, propane, and related supplies; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board reject the April 12, 2016, proposals for the construction of the Agency-wide Pump Efficiency Improvements, Project No. EN16070;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board reject the November 17, 2015, proposal from Regatta Solutions to design and build a microturbine at Reginal Plant No. 2;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the second amendment to Task Order No.1 of the Master Agreement with the Chino Basin Watermaster as part of the Recharge Master Plan Update Yield Enhancement Projects, Project No. RW15003; and
2. Authorize the General Manager, subject to non-substantive changes, to execute the amendment;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the professional services contract award for the Sewer Fee Evaluation to Carollo Engineers, Inc. for the not-to-exceed amount of \$376,586; and
2. Authorize the General Manager to execute the contract;

as an Action Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the June 2016 SARCCUP Memorandum of Understanding (MOU);
2. Approve Project Agreement 23 (PA23) between SAWPA and the five SAWPA member agencies for SARCCUP governance;
3. Approve the professional services contact award to Tom Dodson & Associates to conduct a SARCCUP CEQA evaluation for the not-to-exceed amount of \$340,397;
4. Approve the CEQA Cost Sharing Agreement; and
5. Authorize the General Manager to execute the following documents:
 - a. June 2016 SARCCUP MOU
 - b. Project Agreement 23 (PA23)
 - c. Professional Services Contract award to Tom Dodson & Associates
 - d. CEQA Cost Sharing Agreement

as an Action Item on the June 15, 2016 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve Contract No. 4600002106 to Polydyne Inc., establishing a two-year contract for the supply of Fiosperse 30S with options for three additional one-

year extensions, for a potential total contract term for five years; and

2. Authorize the General Manager to execute the contract with three potential contract extensions;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Authorize the single source procurement of new polymer blending units and start up services for Regional Water Recycling Plant No. 1 (RP-1) from Velocity Dynamics, LLC for a not-to-exceed amount of \$172,000 (including tax and delivery); and
2. Authorize the General Manager to execute the purchase;

as a Consent Calendar Item on the June 15, 2016 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Third Quarter Budget Variance, Performance Goals Updates, and Budget Transfers
- ◆ Recycled Water Resolutions
- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager P. Joseph Grindstaff had no additional 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 in memory of Director Gene Koopman at 11:15 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JULY 13, 2016

**CONSENT
ITEM**


1B





Date: July 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (7/13/16)

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 May 2016, in the amount of \$11,749,719.63.

BACKGROUND

May disbursement activity includes vendor payments (check numbers 213912-214319) of \$2,706,298.56 and workers compensation payments (check numbers 04501-04542) of \$51,813.36. The total amount of ACH and wire transfer payments is \$8,988,332.75, which includes payroll taxes in the amount of \$1,125,912.87. The total employee pay was \$1,486,871.19. The total pay for the Board of Directors was \$4,219.87.

Payment Type		Transactions	Total Amount
Check	Vendors	408	2,706,298.56
	Workers-Comp	42	51,813.36
	Payroll-Directors'	3	3,274.96
	Payroll-Others	0	0.00
Subtotal Check		453	\$2,761,386.88
ACH		155	\$1,606,626.04
Wire Transfer	Payroll-Net Pay	2	1,486,871.19
	Payroll-Directors'	1	944.91
	Others	20	5,893,890.61
Subtotal Wires		23	\$7,381,706.71
TOTAL		631	\$11,749,719.63

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

Vendor	Amount	Description
CALPERS	2,000,000.00	Retirement Benefit Trust-CERBT
MWD	1,898,188.07	March 2016 Water Purchase
IRS	940,253.71	P/R 9, 10 Taxes
PERS	859,623.32	P/R 9, 10 Contrbtn, P/R 9,10,11 Deferred Comp

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 CITIZENS BUSINESS BANK
 Bank Key 122234149
 Acct number CHECK 231167641

ONTARIO CA 917610000

Check:

Check number	From to	Payment	Emnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
213912		2200074580	05/05/2016	USD	3,815.84	AIRGAS WEST INC PASADENA CA	05/09/2016
213913		2200074619	05/05/2016	USD	365.48	AMERICAN PRINTING & PROMOTIONSEASTVALE CA	05/16/2016
213914		2200074621	05/05/2016	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	05/11/2016
213915		2200074566	05/05/2016	USD	282.48	APPLEBONE EMPLOYMENT SERVICES GLENDALE CA	05/11/2016
213916		2200074628	05/05/2016	USD	707.33	ASAP INDUSTRIAL SUPPLY FONTANA CA	05/11/2016
213917		2200074601	05/05/2016	USD	31.00	ASBCSD HESPERIA CA	05/19/2016
213918		2200074604	05/05/2016	USD	7,000.00	BIA OF SOUTHERN CALIFORNIA INCRANCHO CUCAMONGA CA	
213919		2200074641	05/05/2016	USD	2,085.00	BILL'S TRUCK REPAIR INC. AZUSA CA	05/13/2016
213920		2200074657	05/05/2016	USD	440.10	BOUGHAN, ARIN CHINO HILLS CA	05/12/2016
213921		2200074571	05/05/2016	USD	3,749.76	BRITHINEE ELECTRIC COLTON CA	05/10/2016
213922		2200074626	05/05/2016	USD	14,647.80	C E PICKUP COMPANY INC SANTA ANA CA	05/10/2016
213923		2200074589	05/05/2016	USD	81.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	05/24/2016
213924		2200074636	05/05/2016	USD	10,558.37	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	05/10/2016
213925		2200074651	05/05/2016	USD	81.00	CAMBIASO, PIETRO CHINO HILLS CA	05/16/2016
213926		2200074637	05/05/2016	USD	1,125.00	CAMET RESEARCH, INC. GOLETA CA	06/01/2016
213927		2200074609	05/05/2016	USD	5,160.00	CASC ENGINEERING AND CONSULTINCOLTON CA	05/13/2016
213928		2200074654	05/05/2016	USD	2,271.00	CATALAN, MARIA CHINO HILLS CA	05/16/2016
213929		2200074590	05/05/2016	USD	220.00	CHINO BASIN WATER CONSERVATIONMONTCLAIR CA	05/13/2016
213930		2200074618	05/05/2016	USD	6,012.73	CINTAS CORPORATION LOC#150 PHOENIX AZ	05/11/2016
213931		2200074647	05/05/2016	USD	3,078.12	CITY OF CHINO CHINO CA	05/09/2016
213932		2200074631	05/05/2016	USD	13,493.00	CIVIC PUBLICATIONS INC LA VERNE CA	05/11/2016
213933		2200074658	05/05/2016	USD	15.50	CONTRERAS, VANESSA CHINO HILLS CA	06/02/2016
213934		2200074627	05/05/2016	USD	50.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	05/13/2016
213935		2200074588	05/05/2016	USD	42.96	DELL MARKETING L P PASADENA CA	05/09/2016
213936		2200074596	05/05/2016	USD	231.00	ENVIRONMENTAL CONSULTING & TESSUPERIOR WI	05/12/2016
213937		2200074633	05/05/2016	USD	1,500.00	EPI-USE AMERICA INC ATLANTA GA	05/13/2016
213938		2200074629	05/05/2016	USD	1,000.00	EPIC LAND SOLUTIONS INC PHOENIX AZ	05/10/2016
213939		2200074574	05/05/2016	USD	2,678.66	FISHER SCIENTIFIC LOS ANGELES CA	05/09/2016
213940		2200074649	05/05/2016	USD	632.50	FONTANA WATER COMPANY FONTANA CA	05/12/2016
213941		2200074591	05/05/2016	USD	25.00	FRED PRYOR SEMINARS KANSAS CITY MO	05/24/2016
213942		2200074650	05/05/2016	USD	1,140.90	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/11/2016
213943		2200074584	05/05/2016	USD	5,792.48	GRAINGER PALATINE IL	05/10/2016
213944		2200074611	05/05/2016	USD	2,055.76	HACH COMPANY CHICAGO IL	05/09/2016
213945		2200074575	05/05/2016	USD	1,377.47	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	05/10/2016
213946		2200074585	05/05/2016	USD	411.83	HOFFMAN SOUTHWEST CORP RANCHO CUCAMONGA CA	05/10/2016
213947		2200074576	05/05/2016	USD	1,178.62	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/12/2016
213948		2200074652	05/05/2016	USD	164.00	HUBER, JENNIFER CHINO HILLS CA	05/31/2016
213949		2200074645	05/05/2016	USD	6,207.36	IMPORTS UNLIMITED BEVERLY MA	05/10/2016
213950		2200074600	05/05/2016	USD	16.88	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	05/10/2016
213951		2200074632	05/05/2016	USD	2,621.38	INSTRUMART SOUTH BURLINGTON VT	05/10/2016
213952		2200074616	05/05/2016	USD	44,252.50	INTEGRATED DESIGN SERVICES INCIRVINE CA	05/11/2016
213953		2200074625	05/05/2016	USD	3,750.00	KITCHELL CEM SACRAMENTO CA	05/11/2016
213954		2200074595	05/05/2016	USD	291.61	KONICA MINOLTA PASADENA CA	05/10/2016
213955		2200074594	05/05/2016	USD	2,793.86	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	05/11/2016

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

Check

Check number from to	Payment	Pmt date	Cncy	Amount paid (FC)	Recipient/void reason code	Enca./void
213956	2200074613	05/05/2016	USD	3,100.00	LA OPINION LOS ANGELES CA	05/10/2016
213957	2200074602	05/05/2016	USD	39,393.75	LEE & RO INC CITY OF INDUSTRY CA	05/10/2016
213958	2200074638	05/05/2016	USD	76.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	05/10/2016
213959	2200074598	05/05/2016	USD	304.49	MCMASTER-CARR SUPPLY CO. CHICAGO IL	05/09/2016
213960	2200074623	05/05/2016	USD	1,427.98	MEYERS NAWE OAKLAND CA	05/10/2016
213961	2200074634	05/05/2016	USD	3,780.00	MICROAGE PHOENIX AZ	05/10/2016
213962	2200074599	05/05/2016	USD	94.20	MIDPOINT BEARING ONTARIO CA	05/09/2016
213963	2200074581	05/05/2016	USD	883.43	MISSION REPROGRAPHICS RIVERSIDE CA	05/12/2016
213964	2200074644	05/05/2016	USD	17,213.06	MOSS ADAMS LLP SEATTLE WA	05/09/2016
213965	2200074607	05/05/2016	USD	1,135.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	05/13/2016
213966	2200074622	05/05/2016	USD	4,644.00	NATIONAL CINEMEDIA LLC DENVER CO	05/11/2016
213967	2200074614	05/05/2016	USD	1,590.00	NEW RESOURCES GROUP INC FAIRFIELD CT	05/11/2016
213968	2200074655	05/05/2016	USD	340.00	NOH, BRIAN CHINO HILLS CA	05/10/2016
213969	2200074573	05/05/2016	USD	1,813.32	OFFICE DEPOT LOS ANGELES CA	05/09/2016
213970	2200074587	05/05/2016	USD	505.44	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	05/24/2016
213971	2200074603	05/05/2016	USD	1,980.00	PALM AUTO DETAIL INC COLTON CA	05/10/2016
213972	2200074605	05/05/2016	USD	993.60	PANTHER PROTECTION ORANGE CA	05/12/2016
213973	2200074643	05/05/2016	USD	2,241.00	PCTRONICS INC RIVERSIDE CA	05/10/2016
213974	2200074582	05/05/2016	USD	287.19	PETTY CASH EXPENDITURES CHINO CA	05/17/2016
213975	2200074656	05/05/2016	USD	208.10	PIVOVAROFF, JASON CHINO HILLS CA	05/12/2016
213976	2200074612	05/05/2016	USD	1,402.98	PLUMBERS DEPOT INC HAWTHORNE CA	05/10/2016
213977	2200074610	05/05/2016	USD	3,573.58	PONTON INDUSTRIES INC YORBA LINDA CA	05/16/2016
213978	2200074620	05/05/2016	USD	58.51	PRIORITY NEOPOST TORRANCE CA	05/11/2016
213979	2200074577	05/05/2016	USD	5,380.61	RAMONA TIRE & SERVICE CENTERS HEMET CA	05/13/2016
213980	2200074578	05/05/2016	USD	200.50	RAYNE WATER CONDITIONING COVINA CA	05/09/2016
213981	2200074572	05/05/2016	USD	364.16	RBM LOCK & KEY ONTARIO CA	05/13/2016
213982	2200074653	05/05/2016	USD	526.50	ROBISON, JOHN CHINO HILLS CA	05/09/2016
213983	2200074579	05/05/2016	USD	4,633.45	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/10/2016
213984	2200074592	05/05/2016	USD	676.92	SHAPE PRODUCTS CO OAKLAND CA	05/12/2016
213985	2200074630	05/05/2016	USD	22,865.10	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA	05/16/2016
213986	2200074648	05/05/2016	USD	25,644.68	SO CALIF EDISON ROSEMEAD CA	05/10/2016
213987	2200074615	05/05/2016	USD	190.00	SOCIETY FOR HUMAN RESOURCE MGBALTIMORE MD	05/11/2016
213988	2200074617	05/05/2016	USD	699.00	STARLIGHT EDUCATION INC NEWPORT BEACH CA	05/19/2016
213989	2200074593	05/05/2016	USD	1,890.00	STATE WATER RESOURCES CNTRL BRSA CRACRAMENTO CA	05/11/2016
213990	2200074583	05/05/2016	USD	141.14	SUNSHINE FILTERS OF PINELLAS ILARGO FL	05/11/2016
213991	2200074639	05/05/2016	USD	12,961.50	SUSAN MARGARET WOOLLEY PASADENA CA	05/24/2016
213992	2200074635	05/05/2016	USD	16,801.85	THE BRICKMAN GROUP LTD LLC CHICAGO IL	05/09/2016
213993	2200074642	05/05/2016	USD	40.00	THE SHREDDERS LOS ANGELES CA	05/13/2016
213994	2200074646	05/05/2016	USD	42,525.00	TONY PAINTING GARDEN GROVE CA	05/12/2016
213995	2200074640	05/05/2016	USD	3,675.00	TRIPPI SMITH AND ASSOCIATES, IRVINE CA	05/12/2016
213996	2200074606	05/05/2016	USD	3,898.67	U S BANK NA MINNEAPOLIS MN	05/10/2016
213997	2200074597	05/05/2016	USD	124.05	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	05/11/2016
213998	2200074624	05/05/2016	USD	8,402.16	UNIVERSAL PROTECTION SERVICE PASADENA CA	05/10/2016
213999	2200074608	05/05/2016	USD	7,096.19	VIRAMONTES EXPRESS CORONA CA	05/11/2016

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214000	2200074683	05/05/2016	USD	1,361.15	BURRTEC WASTE INDUSTRIES INC FONTANA CA	05/12/2016
214001	2200074677	05/05/2016	USD	999.00	QUESTIONPRO INC SAN FRANCISCO CA	05/10/2016
214002	2200074659	05/05/2016	USD	3,745.41	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/10/2016
214003	2200074672	05/05/2016	USD	6,319.94	RSD LAKE FOREST CA	05/10/2016
214004	2200074664	05/05/2016	USD	23,430.00	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA	05/20/2016
214005	2200074663	05/05/2016	USD	3,200.00	SANTA ANA RIVER WATERMASTER SAN BERNARDINO CA	05/23/2016
214006	2200074666	05/05/2016	USD	209.97	SHAPE PRODUCTS CO OAKLAND CA	05/12/2016
214007	2200074665	05/05/2016	USD	718.74	SIGMA-ALDRICH INC ATLANTA GA	05/11/2016
214008	2200074660	05/05/2016	USD	84.28	SMART & FINAL LOS ANGELES CA	05/13/2016
214009	2200074661	05/05/2016	USD	1,302.73	CO CALIF GAS MONTEREY PARK CA	05/12/2016
214010	2200074678	05/05/2016	USD	13,960.54	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	05/16/2016
214011	2200074674	05/05/2016	USD	839.53	THOMAS HARDER & CO INC ANAHEIM CA	05/23/2016
214012	2200074673	05/05/2016	USD	16,770.13	U S BANK ST LOUIS MO	05/17/2016
214013	2200074668	05/05/2016	USD	510.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	05/09/2016
214014	2200074675	05/05/2016	USD	8,168.86	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	05/10/2016
214015	2200074667	05/05/2016	USD	405.56	VERIZON WIRELESS DALLAS TX	05/11/2016
214016	2200074670	05/05/2016	USD	14,122.45	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	05/10/2016
214017	2200074662	05/05/2016	USD	3,068.14	WAXIE SANITARY SUPPLY LOS ANGELES CA	05/12/2016
214018	2200074669	05/05/2016	USD	315.36	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	05/10/2016
214019	2200074671	05/05/2016	USD	913.22	WORLDWIDE EXPRESS ALBANY NY	05/10/2016
214020	2200074693	05/09/2016	USD	192.00	MARIA FRESQUEZ LAS VEGAS NV	05/17/2016
214021	2200074729	05/12/2016	USD	968.10	A & G INSTRUMENT SERVICE FULLERTON CA	05/17/2016
214022	2200074726	05/12/2016	USD	19,534.61	ACCELERATED TECHNOLOGY LABORATWEST END NC	05/17/2016
214023	2200074720	05/12/2016	USD	2,759.16	ACCURATE AIR ENGINEERING INC CERRITOS CA	05/18/2016
214024	2200074712	05/12/2016	USD	2,817.20	AIRGAS WEST INC PASADENA CA	05/16/2016
214025	2200074756	05/12/2016	USD	4,872.46	ALLABEN CONSULTING LLC REDMOND WA	05/18/2016
214026	2200074743	05/12/2016	USD	80.00	AMERICAN SOCIETY OF CIVIL ENGRIVERSIDE CA	05/23/2016
214027	2200074745	05/12/2016	USD	1,673.13	AUTOZONE INC ATLANTA GA	05/20/2016
214028	2200074703	05/12/2016	USD	410.40	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	05/18/2016
214029	2200074733	05/12/2016	USD	100.00	BOWMAN, JIM W ONTARIO CA	05/18/2016
214030	2200074735	05/12/2016	USD	358.59	BRAY SALES SOUTHERN CA ONTARIO CA	05/23/2016
214031	2200074704	05/12/2016	USD	516.36	BRITHLINEE ELECTRIC COLTON CA	05/17/2016
214032	2200074766	05/12/2016	USD	5,325.06	BURRTEC WASTE INDUSTRIES INC FONTANA CA	05/19/2016
214033	2200074749	05/12/2016	USD	1,075.00	BUSINESS & LEGAL RESOURCES BRENTWOOD TN	05/17/2016
214034	2200074717	05/12/2016	USD	409.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	05/31/2016
214035	2200074748	05/12/2016	USD	14,221.21	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	05/16/2016
214036	2200074774	05/12/2016	USD	285.39	CAMACHO, MICHAEL CHINO HILLS CA	05/20/2016
214037	2200074772	05/12/2016	USD	58.32	CAMPOS, JESSE CHINO HILLS CA	05/26/2016
214038	2200074771	05/12/2016	USD	71.44	CHOU, RONALD CHINO HILLS CA	05/24/2016
214039	2200074734	05/12/2016	USD	3,505.10	CINTAS CORPORATION LOC#150 PHOENIX AZ	05/19/2016
214040	2200074758	05/12/2016	USD	3,001.12	CITY OF CHINO CHINO CA	05/17/2016
214041	2200074705	05/12/2016	USD	25.51	CITY RENTALS INC ONTARIO CA	05/18/2016
214042	2200074730	05/12/2016	USD	16,134.75	CS-AMSCO HUNTINGTON BEACH CA	05/17/2016
214043	2200074760	05/12/2016	USD	55.20	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	05/17/2016

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214044	2200074706	05/12/2016	USD	9,068.07	DATA/OK COMPANY, THE LOS ANGELES CA	05/19/2016
214045	2200074738	05/12/2016	USD	375.00	DAVE'S PLUMBING CHINO HILLS CA	05/17/2016
214046	2200074741	05/12/2016	USD	815.36	DMG MANUFACTURER'S REPRESENTATORANGE CA	05/17/2016
214047	2200074742	05/12/2016	USD	813.60	DOWNS ENERGY CORONA CA	05/17/2016
214048	2200074725	05/12/2016	USD	44,344.96	DUDEK & ASSOCIATES INC ENCINITAS CA	05/18/2016
214049	2200074723	05/12/2016	USD	399.96	E Z PARTY RENTALS POMONA CA	05/17/2016
214050	2200074732	05/12/2016	USD	100.00	EATON, PAUL MONICLAIR CA	06/09/2016
214051	2200074731	05/12/2016	USD	100.00	ELROD, EARL CHINO CA	05/19/2016
214052	2200074769	05/12/2016	USD	8,924.00	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	05/17/2016
214053	2200074744	05/12/2016	USD	13,815.00	EUROFINS EATON ANALYTICAL, INCCRADEVINE TX	05/17/2016
214054	2200074751	05/12/2016	USD	37,969.86	FERREIRA COASTAL CONSTRUCTION BRANCHBURG NJ	05/17/2016
214055	2200074707	05/12/2016	USD	400.54	FISHER SCIENTIFIC LOS ANGELES CA	05/16/2016
214056	2200074715	05/12/2016	USD	170.50	FONTANA HERALD NEWS FONTANA CA	05/18/2016
214057	2200074768	05/12/2016	USD	976.72	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/18/2016
214058	2200074713	05/12/2016	USD	1,146.24	GRAINGER PALATINE IL	05/17/2016
214059	2200074775	05/12/2016	USD	124.79	HALL, JASMIN CHINO HILLS CA	05/16/2016
214060	2200074708	05/12/2016	USD	552.38	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	05/17/2016
214061	2200074753	05/12/2016	USD	1,171.80	HEIDER INSPECTION GROUP SAN RAMON CA	05/18/2016
214062	2200074709	05/12/2016	USD	246.17	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/20/2016
214063	2200074776	05/12/2016	USD	27.81	JEFFREYS, SUMMER CHINO HILLS CA	06/13/2016
214064	2200074719	05/12/2016	USD	204.99	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	05/18/2016
214065	2200074767	05/12/2016	USD	903.61	LEVEL 3 COMMUNICATIONS LLC DENVER CO	05/18/2016
214066	2200074754	05/12/2016	USD	7,387.20	LION PRESS MARKETING RANCHO CUCAMONGA CA	05/18/2016
214067	2200074755	05/12/2016	USD	2,540.04	MANAGED MOBILE INC PLACENTIA CA	05/17/2016
214068	2200074747	05/12/2016	USD	750.00	MICHAEL J KOLODISNER LAGUNA HILLS CA	05/25/2016
214069	2200074716	05/12/2016	USD	1,114.27	MISCO WATER FOOTHILL RANCH CA	05/18/2016
214070	2200074727	05/12/2016	USD	145.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	05/18/2016
214071	2200074759	05/12/2016	USD	1,980.84	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	05/16/2016
214072	2200074757	05/12/2016	USD	986.85	PATRICIA KELTNER RANCHO CUCAMONGA CA	05/24/2016
214073	2200074736	05/12/2016	USD	100.00	ROGERS, PETER J CHINO HILLS CA	05/24/2016
214074	2200074740	05/12/2016	USD	2,327.80	RUTAN & TUCKER LLP COSTA MESA CA	05/17/2016
214075	2200074722	05/12/2016	USD	3,000.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	05/20/2016
214076	2200074752	05/12/2016	USD	100.00	SANDOVAL, JESUS L FONTANA CA	05/23/2016
214077	2200074773	05/12/2016	USD	74.12	SCHERCK, JOHN CHINO HILLS CA	06/02/2016
214078	2200074761	05/12/2016	USD	2,195.81	SO CALIF EDISON ROSEMEAD CA	05/20/2016
214079	2200074762	05/12/2016	USD	41,469.16	SO CALIF EDISON ROSEMEAD CA	05/17/2016
214080	2200074763	05/12/2016	USD	200.85	SO CALIF GAS MONTEREY PARK CA	05/20/2016
214081	2200074718	05/12/2016	USD	55.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	05/19/2016
214082	2200074746	05/12/2016	USD	100.00	STONE, DEBRA KAYE UPLAND CA	
214083	2200074770	05/12/2016	USD	55.08	TRAUGOTT, JEFF CHINO HILLS CA	05/18/2016
214084	2200074724	05/12/2016	USD	92.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	05/16/2016
214085	2200074721	05/12/2016	USD	674.48	WASTE MANAGEMENT OF LOS ANGELES CA	05/18/2016
214086	2200074714	05/12/2016	USD	275.00	WATER ENVIRONMENT FEDERATION BOSTON MA	05/16/2016
214087	2200074728	05/12/2016	USD	1,090.60	WORLDWIDE EXPRESS ALBANY NY	05/17/2016

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214088	2200074739	05/12/2016	USD	1,131.95	ZAPPIA LAW FIRM LOS ANGELES CA	05/18/2016
214089	2200074801	05/12/2016	USD	50.00	CONSECO LIFE INSURANCE COMPANY ATLANTA GA	05/19/2016
214090	2200074799	05/12/2016	USD	43.20	GRAINGER PALATINE IL	05/17/2016
214091	2200074798	05/12/2016	USD	222.45	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/20/2016
214092	2200074800	05/12/2016	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	05/17/2016
214093	2200074821	05/17/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	05/24/2016
214094	2200074820	05/17/2016	USD	394.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	05/24/2016
214095	2200074815	05/17/2016	USD	41,054.71	CONSERV CONSTRUCTION INC MURRIETA CA	05/24/2016
214096	2200074819	05/17/2016	USD	300.00	FRANCHISE TAX BOARD SACRAMENTO CA	06/06/2016
214097	2200074818	05/17/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	05/23/2016
214098	2200074822	05/17/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	06/01/2016
214099	2200074816	05/17/2016	USD	289.62	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	05/24/2016
214100	2200074860	05/19/2016	USD	147.27	ACCURATE AIR ENGINEERING INC CERRITOS CA	05/25/2016
214101	2200074845	05/19/2016	USD	3,119.75	AIRGAS WEST INC PASADENA CA	05/23/2016
214102	2200074880	05/19/2016	USD	5,000.00	ALBERT A WEBB ASSOCIATES RIVERSIDE CA	05/26/2016
214103	2200074902	05/19/2016	USD	84,901.86	ALLISON MECHANICAL, INC. REDLANDS CA	05/25/2016
214104	2200074919	05/19/2016	USD	49.76	ARELLANO, TONY CHINO HILLS CA	05/25/2016
214105	2200074890	05/19/2016	USD	11,210.40	ASAP INDUSTRIAL SUPPLY FONTANA CA	05/25/2016
214106	2200074895	05/19/2016	USD	88.47	AUTOZONE INC ATLANTA GA	05/25/2016
214107	2200074903	05/19/2016	USD	1,900.57	BILL'S TRUCK REPAIR INC. AZUSA CA	
214108	2200074832	05/19/2016	USD	2,868.27	BRITHINEE ELECTRIC COLTON CA	05/24/2016
214109	2200074886	05/19/2016	USD	6,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	05/27/2016
214110	2200074899	05/19/2016	USD	7,316.18	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	05/26/2016
214111	2200074862	05/19/2016	USD	204.55	CALOLYMPIC SAFETY CORONA CA	05/24/2016
214112	2200074914	05/19/2016	USD	439.02	CAMACHO, MICHAEL CHINO HILLS CA	05/26/2016
214113	2200074865	05/19/2016	USD	16,333.50	CAROLLO ENGINEERS SACRAMENTO CA	05/27/2016
214114	2200074912	05/19/2016	USD	49.57	CARRUTHERS, ANDREA CHINO HILLS CA	
214115	2200074875	05/19/2016	USD	423.00	CASC ENGINEERING AND CONSULTING COLTON CA	05/27/2016
214116	2200074869	05/19/2016	USD	286.10	CDW GOVERNMENT INC CHICAGO IL	05/26/2016
214117	2200074833	05/19/2016	USD	1,486.00	CH2M HILL DALLAS TX	05/25/2016
214118	2200074863	05/19/2016	USD	15.00	CHINO VALLEY CHAMBER OF COMMERCE CHINO CA	05/27/2016
214119	2200074834	05/19/2016	USD	58.77	CITY RENTALS INC ONTARIO CA	05/26/2016
214120	2200074893	05/19/2016	USD	17,119.00	CIVIC PUBLICATIONS INC LA VERNE CA	05/24/2016
214121	2200074873	05/19/2016	USD	356.21	CX & B UNITED CORP HARBOR CITY CA	05/25/2016
214122	2200074900	05/19/2016	USD	950.76	D & H WATER SYSTEMS INC OCEANSIDE CA	05/25/2016
214123	2200074904	05/19/2016	USD	643.70	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	05/24/2016
214124	2200074905	05/19/2016	USD	1,088.69	DKP ENTERPRISES INC HOUSTON TX	05/24/2016
214125	2200074872	05/19/2016	USD	5,039.07	E Z PARTY RENTALS POMONA CA	05/24/2016
214126	2200074916	05/19/2016	USD	1,653.55	ELIE, STEVE CHINO HILLS CA	05/31/2016
214127	2200074896	05/19/2016	USD	1,194.80	ENVIRONMENTAL SCIENCE ASSOCIATES SAN FRANCISCO CA	05/25/2016
214128	2200074894	05/19/2016	USD	195.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	05/24/2016
214129	2200074836	05/19/2016	USD	249.67	FISHER SCIENTIFIC LOS ANGELES CA	05/23/2016
214130	2200074856	05/19/2016	USD	272.02	FONTANA HERALD NEWS FONTANA CA	05/26/2016
214131	2200074898	05/19/2016	USD	500.00	FONTANA UNIFIED SCHOOL DISTRICT FONTANA CA	

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214132	2200074911	05/19/2016	USD	5,375.08	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/25/2016
214133	2200074876	05/19/2016	USD	9,005.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	06/02/2016
214134	2200074853	05/19/2016	USD	280.00	GOVERNMENT FINANCE OFFICERS ASCHICAGO IL	
214135	2200074851	05/19/2016	USD	2,370.10	GRAINGER PALATINE IL	05/26/2016
214136	2200074918	05/19/2016	USD	1,307.64	HALL, JASMIN CHINO HILLS CA	06/08/2016
214137	2200074837	05/19/2016	USD	742.45	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	05/24/2016
214138	2200074838	05/19/2016	USD	396.38	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/26/2016
214139	2200074871	05/19/2016	USD	648.24	HORIZON TECHNOLOGY SALEM NH	05/24/2016
214140	2200074850	05/19/2016	USD	317.95	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	06/02/2016
214141	2200074861	05/19/2016	USD	224,992.90	J F SHEA CONSTRUCTION INC WALNUT CA	05/24/2016
214142	2200074839	05/19/2016	USD	2,542.37	J G TUCKER & SON INC COVINA CA	05/27/2016
214143	2200074840	05/19/2016	USD	50,092.54	J R PILANC CONSRUCTION CO. INCESCONDIDO CA	05/24/2016
214144	2200074888	05/19/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	05/24/2016
214145	2200074841	05/19/2016	USD	1,635.41	JENSEN INSTRUMENT CO AZUSA CA	05/24/2016
214146	2200074842	05/19/2016	USD	126.71	JOHNSON POWER SYSTEMS LOS ANGELES CA	05/23/2016
214147	2200074852	05/19/2016	USD	1,989.37	JWC ENVIRONMENTAL LOS ANGELES CA	05/24/2016
214148	2200074859	05/19/2016	USD	2,705.40	KONICA MINOLTA PASADENA CA	05/25/2016
214149	2200074913	05/19/2016	USD	109.77	LETULLE, CHANDER CHINO HILLS CA	05/31/2016
214150	2200074889	05/19/2016	USD	816.50	MAILFINANCE INC CHICAGO IL	05/26/2016
214151	2200074887	05/19/2016	USD	11,031.00	MEYERS NAWE OAKLAND CA	05/24/2016
214152	2200074897	05/19/2016	USD	630.50	MICROAGE PHOENIX AZ	05/25/2016
214153	2200074879	05/19/2016	USD	27,085.44	MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA	05/24/2016
214154	2200074846	05/19/2016	USD	308.15	MISSION REPROGRAPHICS RIVERSIDE CA	05/24/2016
214155	2200074906	05/19/2016	USD	688.06	MOORE INDUSTRIES INTERNATIONALNORTH HILLS CA.	05/25/2016
214156	2200074881	05/19/2016	USD	1,833.42	NATIONAL CONSTRUCTION RENEALS PACOIMA CA	05/24/2016
214157	2200074892	05/19/2016	USD	350.00	NATIONAL CONTRACT MANAGEMENT AASHBURN VA	05/25/2016
214158	2200074857	05/19/2016	USD	787.00	NATIONAL SAFETY COUNCIL ITASCA IL	05/26/2016
214159	2200074835	05/19/2016	USD	80.35	OFFICE DEPOT LOS ANGELES CA	05/23/2016
214160	2200074907	05/19/2016	USD	3,142.64	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	05/23/2016
214161	2200074849	05/19/2016	USD	1,802.89	PETE'S ROAD SERVICE FULLERTON CA	05/25/2016
214162	2200074855	05/19/2016	USD	350.49	PHELPS INDUSTRIAL PRODUCTS INCELKRIDGE MD	05/24/2016
214163	2200074917	05/19/2016	USD	44.28	PIVOVAROFF, JASON CHINO HILLS CA	05/24/2016
214164	2200074877	05/19/2016	USD	2,285.19	PLUMBERS DEPOT INC HAWTHORNE CA	05/26/2016
214165	2200074915	05/19/2016	USD	297.00	POMPA, JESSE CHINO HILLS CA	05/24/2016
214166	2200074885	05/19/2016	USD	207.60	PRIORITY NEOPOST TORRANCE CA	05/25/2016
214167	2200074868	05/19/2016	USD	136.06	RED WING SHOE STORE CORONA CA	05/25/2016
214168	2200074867	05/19/2016	USD	1,060.87	RED WING SHOE STORE UPLAND CA	05/31/2016
214169	2200074843	05/19/2016	USD	4,046.92	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/24/2016
214170	2200074882	05/19/2016	USD	121.71	RSD LAKE FOREST CA	05/24/2016
214171	2200074848	05/19/2016	USD	426.00	SCUBA SCHOOLS OF AMERICA MONTCLAIR CA	06/13/2016
214172	2200074883	05/19/2016	USD	9,001.25	SCW CONTRACTING CORPORATION FALLBROOK CA	05/27/2016
214173	2200074858	05/19/2016	USD	306.18	SIGMA-ALDRICH INC ATLANTA GA	05/25/2016
214174	2200074891	05/19/2016	USD	11,693.29	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA	05/24/2016
214175	2200074844	05/19/2016	USD	100.41	SMART & FINAL LOS ANGELES CA	06/01/2016

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214176	2200074908	05/19/2016	USD	160,675.03	SO CALIF EDISON ROSEMEAD CA	05/24/2016
214177	2200074909	05/19/2016	USD	8,955.91	SO CALIF GAS MONTEREY PARK CA	05/26/2016
214178	2200074874	05/19/2016	USD	16,000.00	SO CALIF SALINITY COALITION FOUNTAIN VALLEY CA	05/24/2016
214179	2200074854	05/19/2016	USD	122.53	SOUTH COAST AQMD LOS ANGELES CA	05/23/2016
214180	2200074884	05/19/2016	USD	9,521.84	SUN WIRELESS SAN DIEGO CA	05/25/2016
214181	2200074878	05/19/2016	USD	55,337.37	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	06/01/2016
214182	2200074847	05/19/2016	USD	151.20	TELL STEEL INC LONG BEACH CA	05/26/2016
214183	2200074866	05/19/2016	USD	40.00	THREE VALLEYS MWD CLAREMONT CA	06/13/2016
214184	2200074870	05/19/2016	USD	7,602.00	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	05/24/2016
214185	2200074864	05/19/2016	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	05/31/2016
214186	2200074901	05/19/2016	USD	798.50	V3IT CONSULTING INC NAPERVILLE IL	05/24/2016
214187	2200074910	05/19/2016	USD	444.41	VERIZON BUSINESS ALBANY NY	05/24/2016
214188	2200075142	05/26/2016	USD	22,540.00	A & N TECHNICAL SERVICES, INC. ENCINITAS CA	06/01/2016
214189	2200075125	05/26/2016	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	06/02/2016
214190	2200075145	05/26/2016	USD	5,888.00	AIR MANAGEMENT INDUSTRIES INC RANCHO CUCAMONGA CA	06/03/2016
214191	2200075070	05/26/2016	USD	2,478.15	AIRGAS WEST INC PASADENA CA	05/31/2016
214192	2200075182	05/26/2016	USD	555.00	ALMASRI, ADHAM CHINO HILLS CA	06/03/2016
214193	2200075146	05/26/2016	USD	1,050.00	ALS ENVIRONMENTAL DALLAS TX	06/06/2016
214194	2200075128	05/26/2016	USD	969.94	ALTA FOODCRAFT COFFEE ORANGE CA	06/02/2016
214195	2200075085	05/26/2016	USD	187.00	AMERICAN CHEMICAL SOCIETY WASHINGTON DC	06/06/2016
214196	2200075160	05/26/2016	USD	239.14	AMERICAN HERITAGE LIFE INSURANCE DALLAS TX	06/07/2016
214197	2200075104	05/26/2016	USD	272,519.50	AMERICAN MICROIMAGING LOS ANGELES CA	06/01/2016
214198	2200075170	05/26/2016	USD	350.00	ANGIER, RICHARD CHINO HILLS CA	
214199	2200075183	05/26/2016	USD	64.35	ARAMBULA, BLANCA CHINO HILLS CA	
214200	2200075174	05/26/2016	USD	350.00	BARELA, GEORGE CHINO HILLS CA	06/03/2016
214201	2200075175	05/26/2016	USD	313.17	BARRON, GREG CHINO HILLS CA	06/02/2016
214202	2200075110	05/26/2016	USD	169.85	BAVCO LONG BEACH CA	06/01/2016
214203	2200075102	05/26/2016	USD	530.08	BOOT BARN INC IRVINE CA	06/07/2016
214204	2200075156	05/26/2016	USD	172.23	BREIG, ANNA VICTORVILLE CA	06/03/2016
214205	2200075186	05/26/2016	USD	350.00	BUCHANAN, JAMES CHINO HILLS CA	06/13/2016
214206	2200075141	05/26/2016	USD	9,975.00	BUSINESS CARD WILMINGTON DE	06/01/2016
214207	2200075091	05/26/2016	USD	3,781.00	CALIF URBAN WATER CONSERVATION SACRAMENTO CA	06/03/2016
214208	2200075081	05/26/2016	USD	81.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	06/10/2016
214209	2200075139	05/26/2016	USD	14,491.92	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	06/01/2016
214210	2200075086	05/26/2016	USD	12,560.56	CEM CORP CHICAGO IL	05/31/2016
214211	2200075169	05/26/2016	USD	66.00	CHENG, TINA CHINO HILLS CA	06/01/2016
214212	2200075089	05/26/2016	USD	184.60	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA	
214213	2200075178	05/26/2016	USD	203.56	CHOU, RONALD CHINO HILLS CA	06/03/2016
214214	2200075058	05/26/2016	USD	80.41	CITY RENTALS INC ONTARIO CA	06/03/2016
214215	2200075163	05/26/2016	USD	572.55	COLONIAL LIFE & ACCIDENT INSURANCE COLUMBIA SC	06/01/2016
214216	2200075120	05/26/2016	USD	408.30	CPS HUMAN RESOURCE SERVICES SAN FRANCISCO CA	05/31/2016
214217	2200075114	05/26/2016	USD	1,047.60	CS-AMSCO HUNTINGTON BEACH CA	06/01/2016
214218	2200075119	05/26/2016	USD	5,155.65	CUMMINS PACIFIC LLC LOS ANGELES CA	05/31/2016
214219	2200075130	05/26/2016	USD	939.72	DAVID WHEELER'S PEST CONTROL, NORCO CA	06/03/2016

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214220	2200075184	05/26/2016	USD	350.00	DELGADO, NELSON CHINO HILLS CA	06/08/2016
214221	2200075101	05/26/2016	USD	82.00	DEPARTMENT OF HOUSING AND SACRAMENTO CA	06/06/2016
214222	2200075150	05/26/2016	USD	267.61	DXP ENTERPRISES INC HOUSTON TX	05/31/2016
214223	2200075188	05/26/2016	USD	422.49	DYER, DANIEL CHINO HILLS CA	06/02/2016
214224	2200075149	05/26/2016	USD	47,025.00	ECOTECH SERVICES INC MONROVIA CA	06/02/2016
214225	2200075135	05/26/2016	USD	223.55	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	06/02/2016
214226	2200075079	05/26/2016	USD	550.85	EMEDCO INC BUFFALO NY	06/06/2016
214227	2200075107	05/26/2016	USD	1,688.75	ENVIRONMENTAL ENGINEERING SANTA ANA CA	
214228	2200075134	05/26/2016	USD	130.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	06/01/2016
214229	2200075167	05/26/2016	USD	2,230.52	FIDELITY SECURITY LIFE INSURANCE CINCINNATI OH	06/02/2016
214230	2200075108	05/26/2016	USD	1,275.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	
214231	2200075075	05/26/2016	USD	1,358.73	GRAINGER PALATINE IL	06/01/2016
214232	2200075195	05/26/2016	USD	140.74	GRIJALVA, SHARON ACOSTA CHINO HILLS CA	06/10/2016
214233	2200075189	05/26/2016	USD	14.82	GRINDSTAFF, PHILLIP JOSEPH CHINO HILLS CA	06/13/2016
214234	2200075191	05/26/2016	USD	65.08	HALL, JASMIN CHINO HILLS CA	06/08/2016
214235	2200075060	05/26/2016	USD	21,395.93	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	06/01/2016
214236	2200075159	05/26/2016	USD	469.46	HOBBS, DIANA APPLE VALLEY CA	06/03/2016
214237	2200075181	05/26/2016	USD	350.00	HOLGUIN, GABRIEL CHINO HILLS CA	06/01/2016
214238	2200075061	05/26/2016	USD	2,901.71	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/03/2016
214239	2200075157	05/26/2016	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	06/07/2016
214240	2200075095	05/26/2016	USD	234.04	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	06/01/2016
214241	2200075155	05/26/2016	USD	76,768.72	INLAND BIOENERGY LLC FONTANA CA	06/03/2016
214242	2200075112	05/26/2016	USD	6,500.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	06/02/2016
214243	2200075073	05/26/2016	USD	441.26	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	06/03/2016
214244	2200075062	05/26/2016	USD	300.13	J G TUCKER & SON INC COVINA CA	06/03/2016
214245	2200075196	05/26/2016	USD	76.57	JAHN, JERRY CHINO HILLS CA	06/06/2016
214246	2200075124	05/26/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	06/01/2016
214247	2200075077	05/26/2016	USD	19,450.84	JWC ENVIRONMENTAL LOS ANGELES CA	06/01/2016
214248	2200075088	05/26/2016	USD	291.61	KONICA MINOLTA PASADENA CA	05/31/2016
214249	2200075087	05/26/2016	USD	2,510.05	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	06/02/2016
214250	2200075121	05/26/2016	USD	6,000.00	LAMAR COMPANIES BATON ROUGE LA	06/01/2016
214251	2200075166	05/26/2016	USD	329.80	LEGALSHIELD ADA OK	06/06/2016
214252	2200075192	05/26/2016	USD	350.00	MARTINEZ, MILENA CHINO HILLS CA	06/02/2016
214253	2200075090	05/26/2016	USD	680.38	MCMASTER-CARR SUPPLY CO CHICAGO IL	06/01/2016
214254	2200075193	05/26/2016	USD	349.89	MEDRANO, ABEL CHINO HILLS CA	06/01/2016
214255	2200075177	05/26/2016	USD	350.00	MELLIN, JOHN CHINO HILLS CA	06/02/2016
214256	2200075136	05/26/2016	USD	10,800.00	MICROAGE PHOENIX AZ	06/02/2016
214257	2200075158	05/26/2016	USD	716.06	MILLER, ELMER L BLUE JAY CA	06/07/2016
214258	2200075197	05/26/2016	USD	300.00	MOFFATT, RAIMUNDO UPLAND CA	06/07/2016
214259	2200075109	05/26/2016	USD	12,000.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	06/02/2016
214260	2200075190	05/26/2016	USD	134.95	NELSON, ADIJE CHINO HILLS CA	06/08/2016
214261	2200075185	05/26/2016	USD	115.00	NOH, BRIAN CHINO HILLS CA	06/01/2016
214262	2200075059	05/26/2016	USD	2,657.15	OFFICE DEPOT LOS ANGELES CA	05/31/2016
214263	2200075103	05/26/2016	USD	178.50	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	06/01/2016

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214264		2200075165	05/26/2016	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	06/02/2016
214265		2200075072	05/26/2016	USD	6,966.17	PETE'S ROAD SERVICE FULLERTON CA	06/02/2016
214266		2200075074	05/26/2016	USD	201.15	PETTY CASH EXPENDITURES CHINO CA	06/03/2016
214267		2200075111	05/26/2016	USD	2,797.18	PLUMBERS DEPOT INC HAWTHORNE CA	06/01/2016
214268		2200075080	05/26/2016	USD	11,948.04	POLYDYNE INC ATLANTA GA	06/01/2016
214269		2200075106	05/26/2016	USD	3,681.16	PONTON INDUSTRIES INC YORBA LINDA CA	06/06/2016
214270		2200075147	05/26/2016	USD	15,515.00	PRIORITY BUILDING SERVICES LLCBREA CA	06/02/2016
214271		2200075187	05/26/2016	USD	299.99	RACZ, JASON CHINO HILLS CA	06/06/2016
214272		2200075064	05/26/2016	USD	3,914.69	RAMONA TIRE & SERVICE CENTERS HEMET CA	06/06/2016
214273		2200075143	05/26/2016	USD	75,000.00	RAND CORPORATION SANTA MONICA CA	06/02/2016
214274		2200075093	05/26/2016	USD	69.49	RED WING SHOE STORE CORONA CA	06/01/2016
214275		2200075092	05/26/2016	USD	947.65	RED WING SHOE STORE UPLAND CA	06/03/2016
214276		2200075168	05/26/2016	USD	350.00	RIVIERA, VINCENT CHINO HILLS CA	06/06/2016
214277		2200075065	05/26/2016	USD	6,245.00	RMA GROUP RANCHO CUCAMONGA CA	06/08/2016
214278		2200075113	05/26/2016	USD	46,153.20	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	06/02/2016
214279		2200075066	05/26/2016	USD	14,866.12	ROYAL WHOLESALE ELECTRIC ORANGES CA	06/03/2016
214280		2200075117	05/26/2016	USD	37.29	RSD LAKE FOREST CA	06/01/2016
214281		2200075122	05/26/2016	USD	707.28	SAFE-ENTRY TECHNICAL INC RANCHO CUCAMONGA CA	06/01/2016
214282		2200075115	05/26/2016	USD	825.00	SAFETY MANAGEMENT SYSTEMS IRVINE CA	06/06/2016
214283		2200075100	05/26/2016	USD	2,670.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	06/06/2016
214284		2200075099	05/26/2016	USD	750.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	06/09/2016
214285		2200075078	05/26/2016	USD	35,548.00	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA	06/13/2016
214286		2200075179	05/26/2016	USD	111.00	SARMIENTO, JESSICA CHINO HILLS CA	06/01/2016
214287		2200075176	05/26/2016	USD	115.00	SAYAWONG, KEVIN CHINO HILLS CA	06/13/2016
214288		2200075133	05/26/2016	USD	1,406.25	SCHBEVEL ENGINEERING LLC ANAHEIM CA	05/31/2016
214289		2200075148	05/26/2016	USD	299.40	SCP SCIENCE CHAMPLAIN NY	06/03/2016
214290		2200075082	05/26/2016	USD	53.78	SIGMA-ALDRICH INC ATLANTA GA	06/02/2016
214291		2200075068	05/26/2016	USD	263.59	SMART & FINAL LOS ANGELES CA	06/02/2016
214292		2200075151	05/26/2016	USD	458.74	SO CALIF EDISON ROSEMEAD CA	06/02/2016
214293		2200075152	05/26/2016	USD	145,446.27	SO CALIF EDISON ROSEMEAD CA	06/01/2016
214294		2200075171	05/26/2016	USD	53.58	SOLIS, RACHAEL CHINO HILLS CA	
214295		2200075194	05/26/2016	USD	170.00	SPEARS, JIM CHINO HILLS CA	06/03/2016
214296		2200075116	05/26/2016	USD	6,058.50	STANTEC CONSULTING INC CHICAGO IL	05/31/2016
214297		2200075084	05/26/2016	USD	5,562.12	TELEDYNE INSTRUMENTS INC DALLAS TX	06/06/2016
214298		2200075076	05/26/2016	USD	10,612.18	TETRA TECH INC DENVER CO	06/01/2016
214299		2200075138	05/26/2016	USD	8,742.85	THE ERICKMAN GROUP LTD LLC CHICAGO IL	06/02/2016
214300		2200075123	05/26/2016	USD	799.65	THOMAS HARDER & CO INC ANAHEIM CA	06/09/2016
214301		2200075098	05/26/2016	USD	49,035.57	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	06/01/2016
214302		2200075140	05/26/2016	USD	350.00	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	06/06/2016
214303		2200075096	05/26/2016	USD	360.72	U S ROSE INC ONTARIO CA	06/01/2016
214304		2200075094	05/26/2016	USD	28.00	U S I WOBURN MA	06/01/2016
214305		2200075126	05/26/2016	USD	4,467.98	UNIVERSAL PROTECTION SERVICE PASADENA CA	05/31/2016
214306		2200075131	05/26/2016	USD	8,527.40	UPS PROTECTION INC ANAHEIM CA	06/01/2016
214307		2200075137	05/26/2016	USD	11,583.33	UTILIQURST LLC ATLANTA GA	06/03/2016

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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214308	2200075180	05/26/2016	USD	350.00	VELARDE, MARIO CHINO HILLS CA	06/02/2016
214309	2200075153	05/26/2016	USD	54.88	VERIZON BUSINESS ALBANY NY	06/02/2016
214310	2200075173	05/26/2016	USD	350.00	WELBORN, ROCKY CHINO HILLS CA	
214311	2200075083	05/26/2016	USD	72.00	WESTERN ANALYTICAL LABORATORIECHINO CA	06/02/2016
214312	2200075161	05/26/2016	USD	2,839.60	WESTERN DENTAL PLAN ORANGE CA	
214313	2200075127	05/26/2016	USD	700.00	WORKFORCE SAFETY MURRIETA CA	06/02/2016
214314	2200075144	05/26/2016	USD	525.00	KER LIMITED HULL	
214315	2200075172	05/26/2016	USD	83.20	ZIEGENBEIN, JEFF CHINO HILLS CA	
214316	2200075203	05/26/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/02/2016
214317	2200075202	05/26/2016	USD	220.21	FRANCHISE TAX BOARD SACRAMENTO CA	06/09/2016
214318	2200075204	05/26/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	06/01/2016
214319	2200075201	05/26/2016	USD	9,541.48	ROYAL WHOLESALE ELECTRIC ORANGE CA	06/03/2016
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Total of all entries

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04501		2200074777	05/04/2016	USD	83.29	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04502		2200074778	05/04/2016	USD	112.17	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04503		2200074779	05/04/2016	USD	128.40	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04504		2200074780	05/04/2016	USD	139.57	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04505		2200074781	05/04/2016	USD	128.40	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04506		2200074782	05/04/2016	USD	139.57	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04507		2200074783	05/04/2016	USD	139.57	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04508		2200074784	05/04/2016	USD	208.65	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04509		2200074785	05/04/2016	USD	139.57	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/04/2016
04510		2200074786	05/04/2016	USD	580.00	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/10/2016
04511		2200074787	05/04/2016	USD	139.57	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/06/2016
04512		2200074788	05/11/2016	USD	3,417.14	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/11/2016
04513		2200074789	05/11/2016	USD	34,705.36	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/11/2016
04514		2200074790	05/11/2016	USD	3,812.25	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/11/2016
04515		2200074791	05/11/2016	USD	260.00	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/16/2016
04516		2200074792	05/11/2016	USD	36.00	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/16/2016
04517		2200074793	05/11/2016	USD	147.20	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/16/2016
04518		2200074794	05/11/2016	USD	192.00	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/16/2016
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04520		2200074796	05/11/2016	USD	293.65	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/16/2016
04521		2200074932	05/18/2016	USD	128.33	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/18/2016
04522		2200074933	05/18/2016	USD	89.59	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/18/2016
04523		2200074934	05/18/2016	USD	98.47	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/18/2016
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04526		2200074937	05/18/2016	USD	1,243.10	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/24/2016
04527		2200074938	05/18/2016	USD	580.00	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/31/2016
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04531		2200074942	05/18/2016	USD	120.30	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/20/2016
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04534		2200075210	05/25/2016	USD	234.25	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/25/2016
04535		2200075211	05/25/2016	USD	87.30	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/25/2016
04536		2200075212	05/25/2016	USD	112.10	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/25/2016
04537		2200075213	05/25/2016	USD	126.81	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/26/2016
04538		2200075214	05/25/2016	USD	126.81	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		05/27/2016
04539		2200075215	05/25/2016	USD	1,265.53	YORK RISK SERVICES	GROUP INC	RANCHO CUCAMONGA CA		
04540		2200075452	05/31/2016	USD	98.47	YORK RISK SERVICES	GROUP	RANCHO CUCAMONGA CA		
04541		2200075453	05/31/2016	USD	139.50	YORK RISK SERVICES	GROUP	RANCHO CUCAMONGA CA		
04542		2200075454	05/31/2016	USD	112.10	YORK RISK SERVICES	GROUP	RANCHO CUCAMONGA CA		
* Payment method Checks created manually				USD	51,813.36					

total of all entries

Check Register

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Page: 2

Check number from to	Payment	Print date	Ccy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	51,823.36		

Check Payee / Description Amount

Wire EMPLOYMENT DEVELOPMENT DEPARTM
 P/R 9 4/29 Taxes HR 0043500 9,068.62
 P/R 9 4/29 Taxes HR 0043500 42,941.81
 EMPLOYMENT DEVELOPMENT DEPARTM\$ 52,010.43

Wire INTERNAL REVENUE SERVICE
 P/R 9 4/29 Taxes HR 0043500 272,398.94
 INTERNAL REVENUE SERVICE \$ 272,398.94

Wire EMPLOYMENT DEVELOPMENT DEPARTM
 P/R 10 5/13/16 Taxes HR 0043700 64,931.80
 P/R 10 5/13/16 Taxes HR 0043700 11,665.85
 EMPLOYMENT DEVELOPMENT DEPARTM\$ 76,597.65

Wire INTERNAL REVENUE SERVICE
 P/R 10 5/13/16 Taxes HR 0043700 376,910.55
 INTERNAL REVENUE SERVICE \$ 376,910.55

Wire EMPLOYMENT DEVELOPMENT DEPARTM
 P/R DIR 005 5/13/16 Taxes HR 0043800 354.97
 EMPLOYMENT DEVELOPMENT DEPARTM\$ 354.97

Wire INTERNAL REVENUE SERVICE
 P/R DIR 005 5/13/16 Taxes HR 0043800 2,089.81
 INTERNAL REVENUE SERVICE \$ 2,089.81

Wire BANK OF AMERICA NT&SA
 P/R 10 5/13/16 EFT Direct Deposit 051316 819,572.22
 BANK OF AMERICA NT&SA \$ 819,572.22

Wire BANK OF AMERICA NT&SA
 P/R 5 DIR 5/13/16 EFT Direct Deposit 051316 DIR 944.91
 BANK OF AMERICA NT&SA \$ 944.91

Wire EMPLOYMENT DEVELOPMENT DEPARTM
 P/R 11 5/27/16 Taxes PR 11 5/27/16 963.57
 P/R 11 5/27/16 Taxes HR 0043900 9,178.11
 P/R 11 5/27/16 Taxes HR 0043900 46,554.43
 EMPLOYMENT DEVELOPMENT DEPARTM\$ 56,696.11

Wire INTERNAL REVENUE SERVICE
 P/R 11 5/27/16 Taxes PR 11 5/27/16 5,357.27
 P/R 11 5/27/16 Taxes HR 0043900 283,497.14
 INTERNAL REVENUE SERVICE \$ 288,854.41

Wire BANK OF AMERICA NT&SA
 P/R 11 5/27/16 EFT Direct Deposit 052716 667,298.97

Check	Payee / Description		Amount
	BANK OF AMERICA NT&SA	\$	667,298.97
ACH	AQUA BEN CORPORATION		
	RP1-11,500 Lbs Polymer 750A	34415	15,286.54
	RP1-20,700 Lbs Polymer 750A	34405	27,515.76
	DAFT-11,500 Lbs Polymer 748E	34404	12,482.10
	AQUA BEN CORPORATION	\$	55,284.40
ACH	CIHIGOYENETCHE GROSSBERG & CLO		
	3/16 United Water Works vs Mike Bubalo C	50769	3,110.00
	3/16 IEUA vs Martin	50765	525.00
	3/16 IEUA vs RP1 Ontario Airport Plume	50767	725.00
	3/16 Watermaster	50770	1,311.00
	3/16 General Legal	50764	22,579.56
	Personnel Matter, IEUA Employee	50768	650.00
	3/16 IEUA vs PM	50766	150.00
	CIHIGOYENETCHE GROSSBERG & CLO\$		29,050.56
ACH	LASER LINE		
	HQA-Brother TN460 Toner Cartridge	28706	70.75
	LASER LINE	\$	70.75
ACH	SANTA ANA WATERSHED		
	March 2016 Truck Discharge	8811	517.94
	SANTA ANA WATERSHED	\$	517.94
ACH	PEST OPTIONS INC		
	March 2016 GWR Weed Abatement Services	256904	5,916.00
	March 2016 Weed Abatement Services	256731	2,920.48
	PEST OPTIONS INC	\$	8,836.48
ACH	OLIN CORP		
	RP5-4,884 Gals Sodium Hypochlorite	2146351	2,676.43
	TP1-4,746 Gals Sodium Hypochlorite	2150967	2,600.81
	TP1-4,912 Gals Sodium Hypochlorite	2150169	2,691.78
	CCWRP-2,994 Gals Sodium Hypochlorite	2150168	1,640.71
	TP1-4,954 Gals Sodium Hypochlorite	2150413	2,714.79
	TP1-5,004 Gals Sodium Hypochlorite	2147625	2,742.19
	RP5-4,926 Gals Sodium Hypochlorite	2149213	2,699.45
	TP1-4,942 Gals Sodium Hypochlorite	2149666	2,708.22
	RP4-2,992 Gals Sodium Hypochlorite	2149667	1,639.62
	TP1-4,888 Gals Sodium Hypochlorite	2150968	2,678.62
	CCWRP-4,922 Gals Sodium Hypochlorite	2147380	2,697.26
	TP1-4,990 Gals Sodium Hypochlorite	2147379	2,734.52
	TP1-4,962 Gals Sodium Hypochlorite	2148164	2,719.18
	TP1-4,890 Gals Sodium Hypochlorite	2146864	2,679.72
	RP4-2,998 Gals Sodium Hypochlorite	2146352	1,642.90
	TP1-4,998 Gals Sodium Hypochlorite	2145661	2,738.90
	CCWRP-4,904 Gals Sodium Hypochlorite	2145662	2,687.39
	OLIN CORP	\$	42,692.49
ACH	KAMBRIAN CORPORATION		
	ISS-Gov Config Mgr Clt Mgmt	10525	4,307.00

Check	Payee / Description		Amount
	ISS-Gov Config Mgr Clt Mgmt	10524	4,307.00
	ISS-Virtual Desktop Access 3/16-3/17	10265	2,137.50
	KAMBRIAN CORPORATION	\$	10,751.50
ACH	TRICO CORPORATION		
	Oil Analysis	P36881	800.00
	Oil Analysis	P36877	148.00
	Oil Analysis	P36872	74.00
	TRICO CORPORATION	\$	1,022.00
ACH	UNIVAR USA INC		
	RP1-12,635 Lbs Sodium Bisulfite	LA225013	2,734.53
	UNIVAR USA INC	\$	2,734.53
ACH	SIEMENS INDUSTRY INC		
	Transducer	56C0801463	1,611.99
	SIEMENS INDUSTRY INC	\$	1,611.99
ACH	WEST COAST ADVISORS		
	4/16 Prof Svcs	10368	9,800.00
	WEST COAST ADVISORS	\$	9,800.00
ACH	SEAL ANALYTICAL INC		
	Hepa Filter, Pump Tubing	30417	279.70
	SEAL ANALYTICAL INC	\$	279.70
ACH	SHELL ENERGY NORTH AMERICA LP		
	3/16 Gas Cmmnty-Core, 1/16 Adj	1100002880303	2,873.40
	3/16 Gas Commodity-Non Core	2766811	12,306.62
	SHELL ENERGY NORTH AMERICA LP	\$	15,180.02
ACH	AQUA BEN CORPORATION		
	RP2-18,400 Lbs Polymer 748E	34443	19,971.36
	DAFT-9,200 Lbs Polymer 748E	34424	9,985.68
	RP1-20,700 Lbs Polymer 750A	34425	27,515.76
	AQUA BEN CORPORATION	\$	57,472.80
ACH	LASER LINE		
	HQ-Svc HP PS DJ 5000 EN Plotter	28716	309.15
	LASER LINE	\$	309.15
ACH	SANTA ANA WATERSHED		
	March 2016 Service	8817	141,879.00
	SANTA ANA WATERSHED	\$	141,879.00
ACH	GK & ASSOCIATES INC		
	46-1141-3/16 Prof Svcs	16-021	21,000.00
	46-1141-3/16 Prof Svcs	16-025	15,840.00
	46-1141-3/16 Prof Svcs	16-023	6,160.00

Check	Payee / Description	Amount
	GK & ASSOCIATES INC \$	43,000.00
ACH	ARCADIS U.S., INC. WR16026-2/22/16-3/27/16 Professional Ser 0778591	71,722.41
	ARCADIS U.S., INC. \$	71,722.41
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-3/1-3/31 14950 Tlphn 12/1- 2046 3/16 RP2/RP5-3/1-3/31 16400 El Prado Rd 12/1- 2044 3/16 RP1-3/1-3/31 2450 Phila St 12/1-12/31 Ad 2042 3/16	21,083.92 2,758.50 44,370.31
	SHELL ENERGY NORTH AMERICA LP \$	68,212.73
ACH	RP1 FUEL CELL LLC RP1FuelCell-2/26-4/1 2450 Phila IEUA-16-03	82,131.13
	RP1 FUEL CELL LLC \$	82,131.13
ACH	ICMA RETIREMENT TRUST 457 P/R 10 5/12/16 Deferred Comp Ded HR 0043700	14,387.99
	ICMA RETIREMENT TRUST 457 \$	14,387.99
ACH	LINCOLN NATIONAL LIFE INS CO P/R 10 5/12/16 Deferred Comp Ded HR 0043700	25,290.25
	LINCOLN NATIONAL LIFE INS CO \$	25,290.25
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 10 5/12/16 Empl yee Ded HR 0043700	420.00
	IEUA SUPERVISORS UNION ASSOCIA \$	420.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 10 5/12/16 Empl yee Ded HR 0043700	1,144.10
	IEUA GENERAL EMPLOYEES ASSOCIA \$	1,144.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 10 5/12/16 Empl yee Ded HR 0043700	460.00
	IEUA PROFESSIONAL EMPLOYEES ASS \$	460.00
ACH	DISCOVERY BENEFITS INC P/R 10 5/12/16 Cafeteria Plan HR 0043700	2,957.64
	DISCOVERY BENEFITS INC \$	2,957.64
ACH	ICMA RETIREMENT TRUST 401 P/R 10 5/12/16 Exec Deferred Comp Ded HR 0043700	17,986.22
	ICMA RETIREMENT TRUST 401 \$	17,986.22
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 10 5/12/16 Empl yee Ded HR 0043700	186.00
	HR 0043800	12.00

Check	Payee / Description		Amount
	IEUA EMPLOYEES' ASSOCIATION	\$	198.00
ACH	AQUA BEN CORPORATION		
	RP1-23,000 Lbs Polymer 750A	34466	30,573.07
	DAFT-2,300 Lbs Polymer 748E	34448	2,496.42
	RP1-16,100 Lbs Polymer 750A	34449	21,401.15
	AQUA BEN CORPORATION	\$	54,470.64
ACH	LASER LINE		
	Inv-Toner Cartridges	28721	1,431.41
	LASER LINE	\$	1,431.41
ACH	HDR ENGINEERING INC		
	RP4-3/29/15-3/26/16 Prof Svcs - Corrosio 00271651-B		10,994.00
	HDR ENGINEERING INC	\$	10,994.00
ACH	WESTERN MUNICIPAL WATER DISTRI		
	WR15001-3/1/16-3/31/16 3,350 Sprinkler N IEUA-1029		13,005.00
	WESTERN MUNICIPAL WATER DISTRI\$		13,005.00
ACH	STRADLING YOCCA CARLSON & RAUT		
	Series 2008B Bond Counsel Legal Fee, Exp 024244-0030/5		25,000.00
	STRADLING YOCCA CARLSON & RAUT\$		25,000.00
ACH	INLAND EMPIRE REGIONAL		
	4/16 Biosolids	90C18076	282,848.22
	INLAND EMPIRE REGIONAL	\$	282,848.22
ACH	PARSONS WATER & INFRASTRUCTURE		
	EN16028/EN16025-1/21-3/25 Prof Svcs	16C4B097	215,496.35
	PARSONS WATER & INFRASTRUCTURE\$		215,496.35
ACH	OLIN CORP		
	RP4-2,998 Gals Sodium Hypochlorite	2153609	1,642.90
	OLIN CORP	\$	1,642.90
ACH	GK & ASSOCIATES INC		
	46-1141-3/16 Prof Svcs	16-022	16,560.00
	46-1141-3/16 Prof Svcs	16-026	22,375.00
	46-1141-3/16 Prof Svcs	16-024	11,616.00
	GK & ASSOCIATES INC	\$	50,551.00
ACH	ADVANCED ENVIRONMENTAL COMPLIA		
	Two Boiler and Two Fuel Permits	6987	7,200.00
	ADVANCED ENVIRONMENTAL COMPLIAS		7,200.00
ACH	KAMBRIAN CORPORATION		
	ISS-Win Rmt Dsk Tp Lic, OLP Gov Exchnq Li 10680		3,037.00
	ISS-OLP Gov MS Office 365 Pro+ Lic 10686		1,022.40

Check	Payee / Description	Amount
	KAMBRIAN CORPORATION	\$ 4,059.40
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM 469.46
	ESTRADA, JIMMIE J	\$ 469.46
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM 172.23
	LICHTI, ALICE	\$ 172.23
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM 172.23
	MORASSE, EDNA	\$ 172.23
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM 469.46
	NOWAK, THEO T	\$ 469.46
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 172.23
	SONNENBURG, ILSE	\$ 172.23
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 172.23
	DYKSTRA, BETTY	\$ 172.23
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 469.46
	TORRES, ROBERT G	\$ 469.46
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 172.23
	MUELLER, CAROLYN	\$ 172.23
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 172.23
	GRIFFIN, GEORGE	\$ 172.23
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 172.23
	CANADA, ANGELA	\$ 172.23
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 172.23
	CUPERSMITH, LEIZAR	\$ 172.23
ACH	DELGADO-ORAMAS JR, JOSE	

Check	Payee / Description	Amount
	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
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

Check	Payee / Description	Amount
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 23.62
	HOWARD, ROBERT JAMES	\$ 23.62
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 125.00
	DIETZ, JUDY	\$ 125.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 148.62
	DAVIS, GEORGE	\$ 148.62
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 23.62
	MONZAVI, TAGHI	\$ 23.62
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.23
	PETERSEN, KENNETH	\$ 172.23
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.23
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 594.46
	TIEGS, KATHLEEN	\$ 594.46

Check Payee / Description Amount

ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM	777.28
	DIGGS, GEORGE	\$	777.28
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM	469.46
	HAYES, KENNETH	\$	469.46
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	543.83
	VARBEL, VAN	\$	543.83
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
	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

Check	Payee / Description	Amount
	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 465.15
	VER STEEG, ALLEN J	\$ 465.15
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 Reim Monthly Health Prem	HEALTH PREM 146.92
	CARAZA, TERESA	\$ 146.92
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 469.46
	ANDERSON, JOHN	\$ 469.46
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 706.98

Check	Payee / Description	Amount
	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 480.05
	HERNANDEZ, BENJAMIN	\$ 480.05
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
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	

Check	Payee / Description		Amount
	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, SONDR Reim Monthly Health Prem	HEALTH PREM	271.92
	ELROD, SONDR	\$	271.92
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM	177.53
	FRAZIER, JACK	\$	177.53
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM	125.00
	HOAK, JAMES	\$	125.00
ACH	DEZHAM, 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

Check	Payee / Description		Amount
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	125.00
	HOOSHMAND, RAY	\$	125.00
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	416.27
	VANDERPOOL, LARRY	\$	416.27
ACH	DECOITE, JOANN Reim Monthly Health Prem	HEALTH PREM	125.00
	DECOITE, JOANN	\$	125.00
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	543.83
	AMBROSE, JEFFREY	\$	543.83
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	271.92
	MERRILL, DIANE	\$	271.92

Check	Payee / Description		Amount
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-2,300 Lbs Polymer 748E	34483	2,496.42
	AQUA BEN CORPORATION	\$	2,496.42
ACH	LASER LINE RCA-HP Color Laserjet 4025DN Printer	28743	1,481.12
	LASER LINE	\$	1,481.12
ACH	SANTA ANA WATERSHED 2016-2017 Brine Line Permit Fees	8833	5,950.00
	April 2016 Truck Discharge	8828	876.52
	SANTA ANA WATERSHED	\$	6,826.52
ACH	UNIVAR USA INC RP5-12,729 Lbs Sodium Bisulfite	LA227909	2,755.07
	CCWRP-12,993 Lbs Sodium Bisulfite	LA227221	2,812.05
	RP1-13,214 Lbs Sodium Bisulfite	LA217850	2,859.87
	PradoLS-12,874 Lbs Sodium Bisulfite	LA228416	2,786.36
	UNIVAR USA INC	\$	11,213.35
ACH	PACIFIC PARTS & CONTROLS OnSite Training f/Transfer Switch	I402893	2,092.50
	Credit 1 OnSite Training f/Transfer Swit	C403182	1,046.25
	OnSite Training f/Transfer Switch	I403183	1,000.00

Check	Payee / Description		Amount
	OnSite Training f/Transfer Switch	I404860	1,046.25
	PACIFIC PARTS & CONTROLS	\$	3,092.50
ACH	AGRICULTURAL RESOURCES 6/16 Wtr Quality Consult	6/16 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	INVENSYS SYSTEMS INC Inv-Intelligent Transmitters	93385510	3,356.52
	Inv-PH/ORP Sensors	93386498	1,684.82
	INVENSYS SYSTEMS INC	\$	5,041.34
ACH	OLIN CORP TP1-4,944 Gals Sodium Hypochlorite	2151700	2,709.31
	TP1-4,946 Gals Sodium Hypochlorite	2156707	2,710.41
	RP4-2,012 Gals Sodium Hypochlorite	2156451	1,102.58
	CCWRP-3,002 Gals Sodium Hypochlorite	2156449	1,645.10
	RP2-1,808 Gals Sodium Hypochlorite	2156708	990.78
	TP1-4,698 Gals Sodium Hypochlorite	2155864	2,574.50
	RP4-2,948 Gals Sodium Hypochlorite	2115676	1,615.50
	TP1-5,002 Gals Sodium Hypochlorite	2155863	2,741.10
	RP4-2,498 Gals Sodium Hypochlorite	2155310	1,368.90
	TP1-4,896 Gals Sodium Hypochlorite	2156450	2,683.01
	TP1-4,990 Gals Sodium Hypochlorite	2155309	2,734.52
	RP5-4,992 Gals Sodium Hypochlorite	2155308	2,735.62
	TP1-4,892 Gals Sodium Hypochlorite	2154111	2,680.82
	TP1-4,940 Gals Sodium Hypochlorite	2154110	2,707.12
	TP1-4,956 Gals Sodium Hypochlorite	2153610	2,715.89
	TP1-4,934 Gals Sodium Hypochlorite	2153339	2,703.83
	CCWRP-3,006 Gals Sodium Hypochlorite	2153338	1,647.29
	TP1-4,942 Gals Sodium Hypochlorite	2152812	2,708.22
	RP5-4,948 Gals Sodium Hypochlorite	2152277	2,711.50
	OLIN CORP	\$	43,486.00
ACH	SIEMENS INDUSTRY INC Ultrasonic Hand Programmors	5600821858	435.29
	SIEMENS INDUSTRY INC	\$	435.29
ACH	TRICO CORPORATION Oil Analysis	P36996	605.00
	Oil Analysis	P37184	74.00
	Oil Analysis	P37069	681.00
	TRICO CORPORATION	\$	1,360.00
ACH	RP1 FUEL CELL LLC RP1FuelCell-4/1-4/29 2450 Phila	IEUA-16-04	64,640.78
	RP1 FUEL CELL LLC	\$	64,640.78
ACH	PREFERRED BENEFIT INSURANCE 5/16 Agency Dental Plan	EIA17345	14,917.40
	PREFERRED BENEFIT INSURANCE	\$	14,917.40

Check	Payee / Description	Amount
ACH	DISCOVERY BENEFITS INC P/R 7, 8 & 9 Admin Fees	0000645298-IN 137.75
	DISCOVERY BENEFITS INC \$	137.75
ACH	ICMA RETIREMENT TRUST 457 P/R 11 5/27/16 Deferred Comp Ded	HR 0043900 14,022.49
	ICMA RETIREMENT TRUST 457 \$	14,022.49
ACH	ICMA RETIREMENT TRUST 401 P/R 11 5/27/16 Exec Deferred Comp Ded	HR 0043900 10,046.14
	ICMA RETIREMENT TRUST 401 \$	10,046.14
ACH	LINCOLN NATIONAL LIFE INS CO P/R 11 5/27/16 Deferred Comp	PR 11 5/27/16 400.00
	P/R 11 5/27/16 Deferred Comp Ded	HR 0043900 22,709.92
	LINCOLN NATIONAL LIFE INS CO \$	23,109.92
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 9 4/29 Deferred Comp Ded	HR 0043500 14,674.16
	PUBLIC EMPLOYEE'S RETIREMENT S\$	14,674.16
Wire	STATE DISBURSEMENT UNIT P/R 9 4/29	HR 0043500 198.00
	P/R 9 4/29	HR 0043500 1,371.55
	STATE DISBURSEMENT UNIT \$	1,569.55
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 9 4/29 PERS	HR 0043500 252,684.09
	PUBLIC EMPLOYEES RETIREMENT SY\$	252,684.09
Wire	PUBLIC EMPLOYEES' RETIREMENT S 5/16 Health Ins-Retirees, Board, Employees 2006 5/16	238,500.98
	PUBLIC EMPLOYEES' RETIREMENT S\$	238,500.98
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 10 5/12/16 Deferred Comp Ded	HR 0043700 17,137.91
	PUBLIC EMPLOYEE'S RETIREMENT S\$	17,137.91
Wire	STATE BOARD OF EQUALIZATION 4/16 Sales Tax Deposit	23784561 4/16 5,694.00
	STATE BOARD OF EQUALIZATION \$	5,694.00
Wire	CALPERS California Employer's Retiree Benefit Tr 5643527383-00	2,000,000.00
	CALPERS \$	2,000,000.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY	

Check	Payee / Description		Amount
	P/R 10 5/12/16 PERS	HR 0043700	320,081.85
	PUBLIC EMPLOYEES RETIREMENT SYS		320,081.85
Wire	STATE DISBURSEMENT UNIT		
	P/R 10 5/12/16	HR 0043700	1,253.40
	P/R 10 5/12/16	HR 0043700	198.00
	STATE DISBURSEMENT UNIT	\$	1,451.40
Wire	STATE DISBURSEMENT UNIT		
	P/R 11 5/27/16	HR 0043900	198.00
	P/R 11 5/27/16	HR 0043900	1,253.40
	STATE DISBURSEMENT UNIT	\$	1,451.40
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 11 5/27/16 Deferred Comp Ded	HR 0043900	16,544.33
	PUBLIC EMPLOYEE'S RETIREMENT S\$		16,544.33
Wire	METROPOLITAN WATER DISTRICT		
	March 2016 Water Purchase	8642	1,898,188.07
	METROPOLITAN WATER DISTRICT	\$	1,898,188.07

Grand Total Payment Amount: \$ 8,988,332.75

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR MAY 27, 2016

PRESENTED AT BOARD MEETING ON JULY 20, 2016

GROSS PAYROLL COSTS			\$1,186,871.97
DEDUCTIONS			(\$519,573.00)
NET PAYROLL			<u>\$667,298.97</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	347	347
AMOUNT	\$0.00	\$667,298.97	<u>\$667,298.97</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR MAY 13, 2016

PRESENTED AT BOARD MEETING ON JULY 20, 2016

GROSS PAYROLL COSTS			\$1,453,051.02
DEDUCTIONS			(\$633,478.80)
NET PAYROLL			<u>\$819,572.22</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	346	346
AMOUNT	\$0.00	\$819,572.22	<u>\$819,572.22</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR MAY 13, 2016
PRESENTED AT BOARD MEETING ON JULY 20, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,853.39	\$1,371.88
TERRY L. CATLIN	\$3,315.25	\$1,126.57
STEVEN J. ELIE	\$3,415.25	\$776.51
JASMIN HALL	\$1,747.04	\$944.91
GENE T. KOOPMAN	\$1,302.99	\$0.00
TOTALS	\$13,633.92	\$4,219.87

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105738
ENDING CHECK NO.	105741
TOTAL CHECKS PROCESSED	4

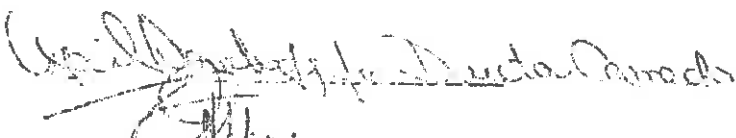
IEUA DIRECTOR PAYSHEET

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-16	IEUA Board Workshop	Yes	\$225.00
04-07-16	Southern Coalition/Inland Caucus meeting	No	\$-0-
04-13-16	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
04-13-16	Engineering & Operations Committee	Yes (same day)	\$-0-
04-19-16	Met w/O Gonzalez to discuss CVWM issues	Yes	\$225.00
04-20-16	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$900.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			4

DIRECTOR SIGNATURE



Approved by:

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**

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-16	OP & T Committee Telecon update	Yes	\$225.00
04-11-16	MWD Standing Committee	Yes	\$225.00
04-12-16	MWD other Committee Meetings and Board Meeting	Yes	\$225.00
04-26-16	MWD other Committee meeting	Yes (same day)	\$-0-
04-26-16	MWD Strategic Discussion Retreat	Yes	\$225.00
04-27-16	MWD Strategic Discussion Retreat	Yes	\$225.00
04-28-16	MWD Spring Green Expo	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00
Total No. of Meetings Attended			7
Total No. of Meetings Paid			6

**DIRECTOR
SIGNATURE**

Michael Camacho

Approved by:

Terry Catlin

Terry Catlin
President, Board of Directors

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

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	Regional Policy Committee Mtg.	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
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**

Michael Camacho

Approved by:

Terry Catlin
Terry Catlin
President, Board of Directors

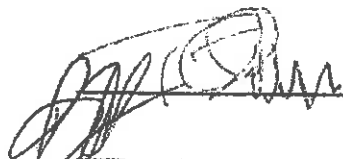
IEUA DIRECTOR PAYSHEET

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-16	IEUA Board Workshop	Yes	\$225.00
04-13-16	Engineering & Operations Committee	Yes	\$225.00
04-13-16	Finance, Legal & Administration Committee (Alternate)	Yes (same day)	\$-0-
04-15-16	Santa Ana Watermaster Workshop	No	\$-0-
04-20-16	Board Meeting	Yes	\$225.00
04-29-16	Meeting with CBWM Peter Kavounas to discuss Agency business	Yes (Decline Pymt)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			3

**DIRECTOR
 SIGNATURE**


 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


APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-16	SAWPA Commission Workshop	Yes	\$225.00
04-19-16	SAWPA Commission Meeting	Yes	\$225.00
04-28-16	SAWPA Special Commission Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$675.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$197.82 (eff. 2/16/16))			
Total No. of SAWPA Meetings Attended			3
Total No. of SAWPA Meetings Paid			3

DIRECTOR
SIGNATURE



Approved by



Steven J. Elie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$197.82 (eff. 2/16/16) 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

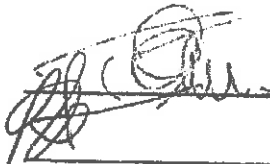
APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	Regional Policy Committee Mtg.	Yes	\$125.00

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

**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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-21-16	CBWM Advisory Cmte. Meeting	No (cancelled)	\$-0-
04-28-16	CBWM Board Meeting	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE 

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

*Decline IEUA payment portion.

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

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

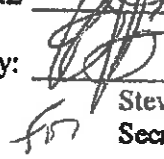
APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	CDA Board Meeting	No - Cancelled	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

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

IEUA DIRECTOR PAYSHEET

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-16	IEUA Board Workshop	Yes	\$225.00
04-11-16	Telecon Meeting w/G Newmark, Special Counsel, re: ABGL settlement	Yes	\$225.00
04-13-16	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
04-13-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
04-15-16	Santa Ana Watermaster Workshop	Yes	\$225.00
04-20-16	IEUA Board Meeting	Yes	\$225.00
04-26-16	Telecon Meeting w/G Newmark, Special Counsel, re: ABGL settlement	Yes	\$225.00
04-27-16	Chino Mayor's State of the City Address	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,575.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			7

DIRECTOR SIGNATURE

Steven J. Elie

Approved By:

Terry Catin

Terry Catin
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

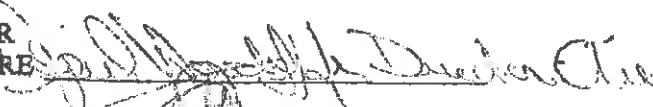
**STEVEN J. ELIE
EMPLOYEE NO. 1175
ACCOUNT NO. 10200 110100 100000 501010**


APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-08-16	CBWM Conference Call with General Manager P. Kavounas	Yes	\$-0-
04-25-16	Telecon Meeting w/CBWM Counsel, re: Employee Claim and Non-Ag Pool	Yes	\$-0-
04-28-16	CBWM Board Meeting	No (Cancelled)	\$-0-

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

*Decline IEUA portion

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-16	Bloomington Municipal Advisory Council Meetings	Yes	\$225.00
04-06-16	IEUA Board Workshop	Yes	\$225.00
04-06-16	San Bernardino State of the County Address	Yes (same day)	\$-0-
04-07-16	IEUA Leadership Breakfast	Yes	\$225.00
04-18-16	Association of Special Districts Dinner Meeting	Yes	\$225.00
04-20-16	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00 ✓
Total No. of Meetings Attended			6
Total No. of Meetings Paid			5 ✓

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**

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-16	SAWPA Commission Workshop	Yes (same day)	\$-0-
04-19-16	SAWPA Commission Meeting	Yes	\$27.18
TOTAL REIMBURSEMENT			\$27.18
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

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

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

**DIRECTOR
SIGNATURE**




Approved by: _____
Terry Catlin
President, Board of Directors


IEUA DIRECTOR PAYSHEET

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

APRIL 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-16	IEUA Board Workshop	Cancelled	\$-0-
04-13-16	Finance, Legal, & Administration Committee	No	\$-0-
04-20-16	IEUA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

REPRESENTATIVE'S SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

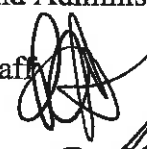
**ACTION
ITEM**


2A


Date: July 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (07/13/16)

From: P. Joseph Grindstaff
General Manager 

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

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

Subject: Agency-Wide Insurance Policies for FY 2016/17

RECOMMENDATION

It is recommended that the Board of Directors ratify the purchase of the following Agency-wide insurance policies with an effective date of July 1, 2016, providing coverage through July 1, 2017, for the amounts included in the FY 2016/17 Budget:

General Liability: Provides third party liability coverage for bodily injury and property damage through the Insurance Company of the State of Pennsylvania (AIG/ICSP) and Allied World Assurance Company (AWAC) for up to \$20,000,000 per policy year, with a Self-Insured Retention (SIR) of \$1,000,000; and

Automobile Liability: Covers losses to other parties for bodily injury and property damage caused by Agency vehicles. Limits of coverage are \$20,000,000 per accident, with a SIR of \$1,000,000; and

Public Entity Errors and Omissions: Provides \$20,000,000 per policy year of protection against claims for damages arising from the negligent acts, errors, and omissions of the Board of Directors and/or Agency staff acting within their professional capacity, with a SIR of \$1,000,000; and

Property, and Boiler and Machinery: Provides insurance protection resulting from damage and destruction of property through the California Sanitation Risk Management Authority (CSRMA) Property Program; with a deductible level of \$25,000; and

Excess Workers' Compensation and Employer's Liability: Provides coverage against bodily injury and illness to employees in the scope of their employment insurance from Midlands Insurance, with a SIR of \$1,000,000.

BACKGROUND

In effort to present the Board of Directors with a comprehensive insurance package, staff annually pursues and presents an insurance package of the major policies with an effective date of July 1. Working with staff, the Agency's insurance broker, Alliant Insurance Services, Inc., aggressively and competitively marketed various options for the purchase of these policies with insurance carriers. Several carriers completed their review of the Agency's underwriting and risk profile information in support of providing the actual binding quotations.

1. GENERAL, AUTO, AND ERRORS & OMISSIONS

The Agency's previous excess general, automobile, and public entity errors and omissions liability insurance expired on July 1, 2016. For the last ten years, the Agency has purchased these policies from the Insurance Company of the State of Pennsylvania as they have consistently offered the most competitive rate and coverage. The Agency received and reviewed quotes from other insurance carriers; all carriers, including the incumbent offered multi-layered excess policy programs, with the incumbent carrier providing the most competitive rate and program.

The renewal premium for the new policy period is \$375,500 identifying a 2.8% increase over the previous policy year's premium. The proposal requires an increase in SIR from \$500,000 to \$1,000,000. The increase in premium and SIR is the direct result of the Agency's Employment Liability activity and a changing excess insurance market in California. While the Agency has been successful in defending related claims, the level of activity and claims exceeding the SIR in recent years directly impacted the renewal rates. Each of the proposals received identified increases in the Agency's SIR, some requiring an increase to \$2,500,000 for Errors and Omissions.

Carrier	Limit	Excess Carrier	Limit	General/Auto SIR	Errors & Omissions SIR	Premium
AIG/ICSP	\$10M	AWAC	\$10M	\$1M	\$1M	\$375,500
AWAC	\$10M	AWAC	\$10M	\$1M	\$2.5M	\$360,848
Trident	\$10M	AWAC	\$10M	\$2M	\$2M	\$313,000
Chubb	Declined to quote as could not be competitive based on IEUA's loss experience.					

2. PROPERTY AND BOILER AND MACHINERY INSURANCE PURCHASE

For several years, the Agency has purchased property, and boiler and machinery insurance through the CSRMA Property Program. The Agency's participation in this program is as a stand-alone member and not as a participant in a pool. The Agency's loss exposure is only determined by actual losses incurred by the Agency. There has only been one insurable loss during the last five years. That loss occurred during the 2012/13 policy year at the Agency Headquarters with the final loss totaling approximately \$675,000. Participation in the CSRMA program allows the Agency to obtain group premiums without having to participate in a risk sharing pool.

Under the expiring policy, should the Agency experience a loss of property, inventory, or data processing equipment that exceeds \$25,000, such items will be replaced or repaired. Additionally, the policy provides coverage for lost or damaged accounts receivables and valuable papers. The policy does not provide coverage for earthquake damage or losses due to terrorism.

The Agency's policy through CSRMA also provides for boiler and machinery coverage. This coverage includes the replacement or repair of equipment such as centrifuges, electric panels, compressors, pumps, etc., in the event of a sudden and unforeseen breakdown. Breakdowns as a result of a lack of scheduled maintenance would not be covered. The boiler and machinery policy provides up to \$10,000,000 of coverage, after the Agency's per occurrence deductible. There were no insurable losses within the 2015/16 policy year. As with our property policy, the boiler and machinery policy does not provide coverage for earthquake damage or losses due to terrorism.

The renewal premium for the new policy period is \$252,139, identifying a flat renewal compared to the previous policy year's premium. The Agency's Total Insured Value (TIV) increased from \$484,645,000 to \$522,218,910. The slight drop in rate which kept the premium flat for the 2016/17 policy period.

3. EXCESS WORKERS' COMPENSATION INSURANCE PURCHASE

The Agency self-insures its workers' compensation for the first \$1,000,000. Excess insurances have been purchased to cover any costs that exceed \$1,000,000. To date, the Agency has not incurred a workers' compensation claim in excess of \$250,000, and has not had an employer liability claim. Due to the types of gases, chemicals and equipment utilized at Agency facilities, it is feasible that the Agency could incur a claim that would exceed the Agency's current \$1,000,000 SIR. Because of this possibility, the Agency purchases an excess workers' compensation insurance policy each fiscal year. This is the third year the Agency has purchased Excess Workers' Compensation from Midlands Insurance, as they continue to offer the most competitive coverage..

The premium for the new Excess Workers' Compensation policy with Midlands Insurance is \$50,005, identifying a 4% decrease in premium compared to the expiring policy. The decrease in premium is based on a reduction in estimated payroll.

Comparisons of the FY 2016/17 insurance policy premiums for ratification are outlined in the following table:

Policy	Expired Policy Premium for 2015/16	New Policy Premium for 2016/17	% Change in Premium
General, Auto, and Errors & Omissions	\$365,000	\$375,500	+2.8%
Property, Boiler & Machinery	\$252,139	\$252,139	Flat
Excess Workers' Compensation	\$52,364	\$50,005	-4%
Total	\$669,503	\$677,144	+1%

PRIOR BOARD ACTION

Each year the Board authorizes the purchase of liability, property, boiler and machinery, and excess workers' compensation coverage for the upcoming fiscal year.

IMPACT ON BUDGET

Total budget of \$765,000 for insurance coverage is included in the Administrative Services (GG) fund FY 2016/17 Budget.

Account Description	Account Assignment	FY 16/17 Budget	FY 16/17 Premium
Insurance – Liability (Excess general, Auto and Error & Omissions)	10200-115100-100000-517010	\$390,000	\$375,000
Insurance – Casualty (Property, Boiler and Machinery)	10200-115100-100000-517210	\$350,000	\$252,139
Workers Comp – Excess Cov	10200-115100-100000-509740	\$50,000	\$50,005


**ACTION
ITEM**


2B

Date: July 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs and Water Resources Committee (7/13/16)
Finance, Legal, and Administration Committee (7/13/16)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Kathy Besser 
Manager of External Affairs

Subject: Award of Contract for State Legislative Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a three-year contract with two additional one-year extensions with West Coast Advisors to provide state legislative consulting services, for a monthly retainer fee of \$9,800, plus approved expenses; and
2. Authorize the General Manager to finalize and execute said contract and potential one-year extensions.

BACKGROUND

The Agency currently contracts with West Coast Advisors, formerly known as the Dolphin Group, to provide state legislative services on issues of interest to the Agency and the community it serves, including water resources, renewable energy, water quality, air quality, and funding.

In late 2015, the Public, Legislative Affairs, and Water Resources Committee recommended that Requests for Proposals (RFPs) for state legislative services be circulated in spring 2016, as part of a competitive solicitation process. On March 2, 2016, the RFP was issued via PlanetBids, making it accessible by all interested parties. On March 23, 2016, the Agency received two proposals for state legislative services, one from West Coast Advisors, the current service provider, and one from the Monares Group.

The proposals were reviewed, scored and ranked by an evaluation committee comprised of two Board Members, the Executive Manager of Policy Development, and the Manager of External Affairs. Based on the scoring, it is recommended that the Agency award the state legislative

services contract to West Coast Advisors. West Coast Advisors has served the Agency well on state legislative issues.

PRIOR BOARD ACTION

On November 14, 2012, the Board of Directors approved a contract with the Dolphin Group through fiscal year 2016.

On May 16, 2012, the Board of Directors approved a six-month extension of the existing contract with the Dolphin Group for the term of July 1, 2012, through December 31, 2012.

IMPACT ON BUDGET

The state legislation consultant service costs are included in the FY 2016/17 Budget, under various program funds: Regional Wastewater Capital Improvement Fund, Recycled Water Fund and Water Resources Fund.



AGREEMENT NUMBER 4600002123

FOR

STATE LEGISLATIVE LOBBYING SERVICES

THIS AGREEMENT (the "Agreement"), is made and entered into this 20th day of July, 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 West Coast Advisors, of Sacramento, California, (hereinafter referred to as "Consultant"), for state legislative lobbying services ("Services").

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

All Agency direction related to this Agreement shall come from the designated person below:

Project Manager: Kathryn Besser
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1638
Facsimile: (909) 993-1983
E-mail: kbesser@ieua.org

Consultant inquiries shall be directed to the following:

Consultant Contact: Michael Boccadoro
Address: 925 L. Street, Suite 800
Sacramento, California 95814
Telephone: (916) 441-4383
Cellular: (916) 441-4132
E-mail: mboccadoro@westcoastadvisors.com

The term of this Agreement shall extend from August 1, 2016, and terminate upon completion of Services, or July 30, 2019, whichever occurs first, unless mutually agreed upon to extend for the option period, which shall be reduced to writing and amended to this Agreement. The options shall include two (2) one-year term extensions upon review of the prior year's services and mutual consent.

The Agency shall pay Consultant's properly executed retainer invoice within thirty (30) calendar days following receipt of said invoice. In compensation for the work represented by this Agreement, Agency shall pay Consultant a firm-fixed fee of \$9,800.00 per month, for all services provided; plus documented, reasonable and customary business

expenses pre-approved by the Agency. The Scope of Work shall include, but shall not be limited to:

1. Develop and implement a successful legislative strategy for IEUA that addresses issues of interest to IEUA, including coordinating trips to Sacramento for Board and senior staff to meet with legislators and state agency representatives.
2. Identify state legislation of interest to IEUA, monitor action on these initiatives, and advocate the Agency's interest when appropriate.
3. Identify legislation that IEUA may sponsor, and lead the advocacy campaign for successful passage of this legislation, including coordination with other lobbyists;
4. Provide representation before the California Public Utilities Commission and other state agencies on renewable energy programs, funding, energy tariffs, cap and trade regulations and other energy issues of interest to IEUA. Monitor action on these initiatives, and advocate the Agency's interest where appropriate.
5. Represent IEUA in Sacramento in term of communicating IEUA interests to the appropriate elected representatives, key Committee members, state agencies and other individuals as needed.
6. Provide legislative support including briefing papers, talking points, etc., when IEUA Directors or senior staff is requested to testify before a committee or legislative staff, or to meet with Legislators or their staff.
7. Identify potential state funding opportunities, including grant programs that match IEUA's funding needs, and assist with securing funding through appropriate follow-up with the Legislature, state departments and state agencies.
8. Develop and maintain good working relationships between IEUA and the California Legislature, regional and local representatives, key legislative committees, state agencies, departments, commissions, councils and their staff.
9. Advise on presentation of legislative materials. Assist in drafting materials and correspondence.
10. Coordinate appointments or meetings between IEUA, other designated individuals and state legislature and administration leaders.
11. Coordinate legislative activities IEUA member agencies and associations of which IEUA is a member (e.g., Metropolitan Water District of Southern California, Santa Ana Watershed Project Authority, Association of California Water Agency, California Section of the WaterReuse Association, California Association of Sanitary Agencies, and others as identified by IEUA.).

Deliverables

Consultant shall deliver a written monthly report to the Agency's Project Manager, no fewer than eight (8) business days prior to the second Wednesday of each month, documenting Consultant's activities on behalf of Agency, a matrix of legislation of interest to the Agency, including, but not limited to, legislation on which the Agency has taken a position, highlighting areas of interest for the Agency and identifying achievements as they relate to IEUA's goals, objectives and legislative strategy. Additionally, Consultant shall provide any additional reports requested, on an as-needed basis, which may include; personal briefings to the Agency's Board of Directors and staff, information alerts and bulletins on legislation, rules and regulations or other State policies or programs that affect the Agency either directly or indirectly.

No other work is authorized under this agreement. Should Consultant recommend another consultant or contractor to perform Agency-requested services, the Agency shall contract with such firm in the best interest of the Agency. No additional fees shall be paid to Consultant.

Consultant shall furnish the Agency with certificates of insurance, endorsing the Agency as an additional insured, with the following coverage's: General Liability of \$1,000,000, and Automobile of \$500,000, combined single limits per occurrence for bodily injury, personal injury and property damage; as well as Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident. Additionally, Consultant shall provide Professional Liability insurance in the amount of \$1,000,000 per claim. 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 activity commences.

The Consultant shall indemnify Agency, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of Consultant's work completed under this Agreement.

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

The Agency reserves the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

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

WEST COAST ADVISORS:

P. Joseph Grindstaff
General Manager

(Date)

M. Boccadoro

Michael Boccadoro
President

6-7-16

(Date)


**ACTION
ITEM**


2C

Date: July 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs and Water Resources Committee (07/13/16)
Finance, Legal and Administration Committee (07/13/16)

From: P. Joseph Grindstaff 
General Manager

Submitted by: Kathy Besser 
Manager of External Affairs

Subject: Award of Contracts for Federal Legislative Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a three-year contract with two additional one-year extensions with Innovative Federal Strategies, LLC to provide federal legislative consulting services for a monthly retainer fee of \$8,000, plus approved expenses;
2. Approve a three-year contract with two additional one-year extensions to Agricultural Resources to provide federal legislative consulting services for a monthly retainer fee of \$6,000 through December 31, 2016, and \$3,500 thereafter, plus approved expenses; and
3. Authorize the General Manager to finalize and execute said contracts and potential one-year extensions.

BACKGROUND

The Agency currently contracts with Innovative Federal Strategies and Agricultural Resources to provide federal legislative services on issues of interest to the Agency and the community it serves, including water resources, renewable energy, water quality, air quality, and funding.

In late 2015, the Public, Legislative Affairs and Water Resources Committee recommended that Requests for Proposals (RFPs) for federal legislative services be circulated in spring 2016 as part of a competitive bid process. On March 2, 2016, Agency staff publicly advertised a RFP to provide federal legislative services.

On March 23, 2016, the Agency received nine proposals for federal legislative services from the following: Agricultural Resources, Best Best & Krieger, Carmen Group/Kadesh & Associates, Carpi & Clay, Cassidy & Associates, Duane Morris, the Furman Group, Innovative Federal Strategies, and Potomac Partners. The proposals were reviewed, scored and ranked by an evaluation committee comprised of two Board Members, the Executive Manager of Policy Development, and the Manager of External Affairs. Follow-up interviews were conducted with five of the firms on May 25, 2016. The interview committee was comprised of the two Board Members, the General Manager, the Executive Manager of Policy Development, and the Manager of External Affairs. The legislative consultants were ranked based on relevant firm experience, capability, resources, key personnel qualifications, approach/methodology, fees, and contract exceptions. The following table identifies the combined ranking and associated fees of the five firms interviewed.

Firm	Ranking	Monthly Fee
Agricultural Resources	1	\$6,000
Carmen Group/ Kadesh & Associates	4	\$10,000
The Furman Group	2	\$12,500
Innovative Federal Strategies	1	\$8,000
Potomac Partners	3	\$9,000

Based on the overall ranking it is recommended that contracts for the provision of legislative services be approved with Innovative Federal Strategies and Agricultural Resources. Key considerations that went into this recommendation are the following:

- The track record of success that these two firms have achieved for IEUA over the past 16 years. Working together, they have assisted the Agency in securing over \$37 million in federal grants since 2000. This funding has been vital to the financing of the Regional Recycled Water Program, the Desalters and other water management activities.
- The approach outlined in the interviews for their vision of how IEUA should move forward with its legislative program. Both firms provided a detailed assessment of the challenges and opportunities facing IEUA, emphasizing the need for renewed engagement with our delegation both locally and in Washington, DC and ideas for how to move forward.
- The knowledge and effectiveness of these firms in their collaboration with other water agency representatives within our region and in Washington, DC and their relationships with the congressional delegation that represents IEUA's service area.

Staff discussed whether IEUA should continue to contract with two firms. The conclusion was that the effective collaboration between these two smaller firms achieved a depth and breadth in the Agency's legislative strategy that would be difficult to replicate even through the resources of a very large firm. The combination of the two firms' talents and expertise more effectively support the Agency's initiatives.

If approved, the total monthly fees would be \$14,000 per month through December 31, 2016 and \$11,500 thereafter.

In summary, Innovative Federal Strategies and Agricultural Resources knowledge and expertise, combined with their strong working relationships with our federal delegation and effective collaboration with our partner agencies within IEUA's service area, makes them the best choices to provide federal legislative services for the Agency.

PRIOR BOARD ACTION

On January 13, 2013, the Board of Directors approved contracts with Innovative Federal Strategies, LLC and Agricultural Resources through fiscal year 2016.

On May 16, 2012, the Board of Directors approved six-month extensions of existing contracts with Agricultural Resources and Innovative Federal Strategies, LLC for the term July 1, 2012, through December 31, 2012.

IMPACT ON BUDGET

The related federal legislative consultant services expenses have been included in the FY 2016/17 Budget, under various program funds, including Administrative Service Fund, Regional Wastewater Capital Improvement Fund, Recycled Water Fund, and Water Resources Fund.



**AGREEMENT NUMBER 460002124
FOR
FEDERAL LEGISLATIVE ADVOCACY SERVICES**

THIS AGREEMENT (the "Agreement") is made and entered into this 20th day of July 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 Innovative Federal Strategies, LLC of Washington, DC (hereinafter referred to as "Consultant"), for federal legislative advocacy services ("Services"), as required and directed by the Agency.

The term of this Agreement shall extend from August 1, 2016 and terminate upon completion of Services, or July 30, 2019, whichever occurs first, unless the optional term extension is exercised, agreed to by both parties, reduced to writing and amended to this Agreement. The Agreement may be extended by two additional one-year term extensions.

The Agency shall pay Consultant's properly executed retainer invoices within thirty (30) calendar days following receipt of said invoices. In compensation for the work represented by this Agreement, Agency shall pay Consultant's retainer fee of **\$8,000.00** per calendar month throughout the term of this Agreement for all services provided; plus documented, reasonable and customary business expenses approved by the Agency. All expenses shall be submitted with receipts. The Scope of Work shall include, but shall not be limited to:

BASIC SERVICE: ASSISTANCE IN SECURING FUNDING FOR IEUA & REGIONAL RESOURCE PROJECTS

1. Identify potential federal funding opportunities that match the Agency's funding needs.
2. Secure funding for Agency projects through the appropriations process and provide follow-up support on competitive applications.
3. Work with Agency staff in the identification and application of grants offered by federal agencies. Draft funding/grant applications in collaboration with the Agency.
4. Advise on presentation (organization, formatting, etc.) of legislative materials. Assist in drafting materials and correspondence.

5. Monitor and facilitate the progress of funding/grant applications through appropriate federal agencies on behalf of the Agency, when requested.
6. Develop and maintain good working relationships between the Agency and California congressional delegation, key congressional committees, and the Executive Branch. Assist with developing relationships with newly elected officials.
7. Develop and implement a successful strategy for the Agency, including coordinating strategic trips to Washington D.C., to meet with legislators and federal agency representatives.
8. Coordinate appointments or meetings between Agency Board Members, Executives, or other designated individuals, and Congressional leaders.

ADDITIONAL SERVICES: LEGISLATIVE BILL TRACKING AND ADVOCACY

1. Identify federal legislation of interest to the Agency, monitor action on these initiatives, and advocate the Agency's interest, when appropriate. Provide a matrix of legislation of interest to the Agency, including, but not limited to, legislation on which the Agency has taken a position, no fewer than eight (8) business days prior to the second Wednesday of every month.
2. Represent Agency in Washington D.C. to communicate Agency's interests to the appropriate elected representatives, key Committee members, federal agencies and other individuals, as needed.
3. Provide support including briefing papers, talking points, etc. when Agency officials are requested to testify before a committee or legislative staff.

ADDITIONAL SERVICES: COMMUNICATIONS/UPDATES

1. Provide written monthly updates no fewer than eight (8) business days prior to the second Wednesday of every month, and quarterly status reports on the firm's achievements as they relate to the Agency's goals and objectives.
2. Other required reports may include, but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations and other Federal policies or programs that affect the Agency and its service area either directly or indirectly.
3. Travel to the Agency's Headquarters may be required for briefings and meetings with the Agency's Board of Directors, Executive Management, and/or staff as needed and directed.

No other work is authorized under this agreement. Should Consultant recommend another consultant or contractor to perform required services, the Agency shall contract with such firm in the best interest of the Agency. No additional fees shall be paid to Consultant.

Consultant shall furnish the Agency with certificates of insurance, endorsing the Agency as an additional insured, with the following coverage's: General Liability of \$1,000,000, and Automobile of \$500,000, combined single limits per occurrence for bodily injury, personal injury and property damage. Additionally, Consultant shall provide Professional Liability insurance in the amount of \$1,000,000 per claim. 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 activity commences.

The Consultant shall indemnify Agency, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of Consultant's work completed under this Agreement.

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

The Agency reserves the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services and approved expenses up to the date of such termination.

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

INLAND EMPIRE UTILITIES AGENCY: INNOVATIVE FEDERAL STRATEGIES, LLC:
A Municipal Water District

P. Joseph Grindstaff (Date)
General Manager



Letitia H. White (Date)
Partner


**ACTION
ITEM**



2D

Date: July 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (7/13/16)
Finance, Legal, and Administration Committee (7/13/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Randy Lee 
Executive Manager of Operations/Assistant General Manager

Subject: Contract Award for Victoria Basin Infiltration Restoration

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 46000021 19 with Jeremy Harris Construction for the Victoria Basin Infiltration Restoration operation and maintenance activities for a not-to-exceed amount of \$103,612; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

As part of the groundwater recharge operations and maintenance activities, periodic cleaning of the basins is required. At this time, Victoria Basin requires infiltration restoration to remove the accumulated clogging layers of fine-grained storm sediments that have settled to the basin floor, miscellaneous debris, and to restore the basin sidewall infiltration with mechanical equipment. These fine-grained sediments, debris and sidewall cementation significantly reduce the basins' infiltration capacity, which now must be restored by mechanical means. A request for proposal (RFP-HD-16-007) was prepared for the project, and bids were received from five firms. The below table summarizes the bid results.

Company	Price
Jeremy Harris Construction	\$103,612.00
Jimco	\$153,267.02
JCE Equipment	\$171,461.50
Vance Corporation	\$186,881.00
Mike Bubalo Construction	\$380,000.00

The lowest bidder for Victoria Basin Infiltration Restoration was Jeremy Harris Construction. Since Jeremy Harris Construction has not previously performed work for IEUA, staff checked references, supplied by the company as part of their bid, and their responses confirmed that Jeremy Harris Construction is capable of performing this work effectively.

The cost of Victoria Basin infiltration restoration is to be shared between IEUA and Chino Basin Watermaster, according to the Peace II pro rata agreement.

This contract award supports the Agency’s business goal of Water Reliability to develop and implement an integrated water resource management plan.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The basin restoration costs are budgeted in Fiscal Year 2016/17 in the Groundwater Operations (RW) Fund, under other contract services and carried forwarded from Fiscal Year 2015/16.



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**CONTRACT NUMBER: 4600002119
FOR
INFILTRATION RESTORATION SERVICES
WITHIN VICTORIA BASIN**

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 Jeremy Harris Construction, Inc., with offices located in Riverside, California (hereinafter referred to as "Contractor"), for the completion of (time sensitive) earthwork services; related to the restoration of the percolation (to groundwater) rate of Victoria Basin.

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: Steve Smith
Address: 6075 Kimball Avenue, Building B
Chino, California, 91708
Telephone: (909) 993-1621
Facsimile: (909) 993-1951
Cell: (951) 295-7736
Email: ssmith@ieua.org

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

Contractor: Jeremy J. Harris, President
Jeremy Harris Construction, Inc.
Address: 19466 Lurin Avenue
Riverside, California 92508
Telephone: (951) 957-8812
Facsimile: (951) 266-0649
Cell: (951) 921-6367
Email: info@jhcinc.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 4600002119.
 - B. Contract Number 4600002119, General Terms and Conditions.
 - C. RFP-HD-16-006, issued April 15, 2016, Attachment A
 - D. Contractor's proposal, dated May 2, 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 Agency's RFP (Attachment A) and the Contractor's proposal dated May 2, 2016 (Attachment B); which are incorporated herein and made a part hereof with this reference.
 - B. Contractor shall 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 removal of silt and debris from Victoria; followed by "ripping" the basin floor to a depth of 48" (with large tracked equipment), followed by establishing a smoothed surface on the floor of the basin; ensuring the implementation of an appropriate grade, as directed by the Project Manager.
 - D. Through the duration of this contract, the Agency and Contractor may identify additional tasks, which on a "time and material" basis, shall be assigned to this contract.

5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until December 31, 2016, 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 – 4600002119, and

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>)

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 **\$103,612** 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, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The Total Authorized Amount and Term shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. **CONTROL OF THE WORK:** The 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: Jeremy Harris, President
Jeremy Harris Construction, Inc.
19466 Lurin Avenue
Riverside, California, 92508

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:
(A MUNICIPAL WATER DISTRICT)

JEREMY HARRIS CONSTRUCTION, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Jeremy Harris
President

(Date)

Attachment A

ORIGINAL



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSAL
NUMBER RFP-HD-16-006
FOR
PROFESSIONAL CONTRACTING
SERVICES RELATED TO
THE
RESTORATION OF INFILTRATION
RATE WITHIN
VICTORIA BASIN

April 15, 2016

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SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency ("Agency" or "IEUA") is accepting sealed proposals at the Agency's Administrative Headquarters, located at 6075 Kimball Avenue, Building A, Chino, California, 91708; in order to engage the services of a qualified and licensed person, partnership, company, or corporation to provide contractor services; are needed to restore the infiltration rate of the Victoria Basin. Offeror's Proposal shall clearly identify the capabilities of their skilled staff, their qualifications, and any unique knowledge, experience, or licenses. References will be required. A fully burdened schedule of the rates for these services will also be required. It is recognized that there will be separate, yet related, tasks within the envisioned scope of work associated with enhancing the percolation rate of this valuable groundwater recharge basin. For purposes of this Request for Proposal, the terms Offeror and Contractor may be used interchangeably.
- B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Offeror shall submit three (3) copies (includes one original and two photocopies) of their proposal to the address above. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.

Submittal Closing: Monday, May 2, 2016, at 4:00pm

Location: Agency's Administrative Headquarters (*address shown above*)

- C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to either Garrett Bell at (909) 993-1531 (gbell@ieua.org) or Harlan Delzer at (909) 993-1707. Please reference the solicitation number "RFP-HD-16-006" when contacting the Agency's staff regarding this solicitation.
- D. **PROPOSAL LABELING:** All Proposals shall be submitted in a sealed envelope with all original pages intact. The proposal envelope must clearly indicate the Request For Proposal Number, RFP-HD-16-006, Attn: Harlan Delzer, and the subject, "Proposal for Infiltration Restoration for Victoria Basin."
- E. **PROPOSAL SUBMITTAL:** Any proposal found to be illegible or incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. More than one (1) proposal from any individual, firm, partnership, or corporation under the same or different names, will not be considered.
- F. **PROPOSAL FORMAT:** Offeror shall include sequential page numbers and the Contractor's initials on each page of their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days.
- G. **PRE-PROPOSAL MEETING / JOB-WALK:** A mandatory job-walk will take place on Monday, April 25, 2016, starting at 9:00a.m. for all interested Offerors. All interested parties are urged to meet at the Victoria Basin gate, located at 13650 Victoria Avenue, Rancho Cucamonga, CA, 91739.

SECTION 2 - GENERAL INFORMATION

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

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

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

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

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

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SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

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

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

B. **PROPOSED FEE FOR CONTRACTOR'S SERVICES:**

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

Task A: Cutting and Windrowing of (7,161 cubic yards) Silt Material

Proposed cost in Lump-Sum amount: _____

Secondary Bid Item: In the event that the volume of silt materials to be cut and windrowed from within the Basin is more or less than the estimated 7,161 cubic yards, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the cutting and windrowing of silt material: _____ / cubic yard

Task B: Loading, Hauling, and Disposing of (7,161 cubic yards) Silt Materials

Proposed cost in Lump-Sum amount: _____

Secondary Bid Item: In the event that the volume of silt materials to be loaded, hauled, and disposed of from within the Basin is more or less than the estimated amount, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the loading, hauling, and disposing of silt material: _____ / cubic yard

Task C: Ripping and Smoothing of the Basin Floor

Proposed cost in Lump-Sum amount: _____

Total Proposed Cost in Lump-Sum amount: _____

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

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

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

Warrants: On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests.

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

_____	_____
Signature	Printed Company Name
_____	_____
Printed Name	Date

Title	

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: _____

2. Street Address: _____

3. Mailing Address: _____

4. Business Telephone: _____

5. Facsimile Telephone: _____

6. Offeror's e-mail address: _____

7. Type of Business:

Sole Proprietor Partnership Corporation

Other: _____

If corporation, indicate State where incorporated: _____

8. Business License number issued by the City where the Offeror's principal place of business is located.

Number: _____ Issuing City: _____

9. Federal Tax Identification Number: _____

10. California Contractor's (License) Number: _____

11. California DIR (Registration) Number: _____

12. Offeror's (Project Manager) Contact: _____

13. Offeror's PM Contact Telephone Number: _____

14. Offeror's PM E-mail contact information: _____

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REFERENCES

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

 COMPANY CONTACT PERSON CITY PHONE NUMBER

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

SUBCONTRACTOR(S)

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

 COMPANY CONTACT PERSON CITY PHONE NUMBER

DIR Registration Number (if applicable): _____

Business License Number: _____ City: _____

Insurer: _____

Brief description of their services: _____

WORKERS' COMPENSATION CERTIFICATE

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

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

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

(This space intentionally left blank.)

NON-COLLUSION AFFIDAVIT

State of California)
) ss.

County of _____)

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

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

Signature

Company Name

Printed Name

Business License Number

Title

Date

(This space intentionally left blank.)

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter called Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency'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 Agency'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 Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to 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

Print Name

Date

Title

Approved:

(Agency GWR Department Coordinator's signature)

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EXCEPTION FORM

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

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

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

SECTION 4 - TECHNICAL SPECIFICATIONS

Scope of Work for Victoria Basin Specification and Scope of Work and Services

Introduction/Description of Work:

The work to be performed under this maintenance project consists of infiltration restoration at Victoria Basin. It includes removing silt material from the basin floors and slopes, track-walking of the basin slopes and disposing of all debris encountered during disturbance activities on the basin floors and slopes. For the purposes of this specification "silt material" includes clay, silt, debris, vegetation, organic material, sand and gravel which is cut or skimmed from the floor and slopes of the basins; and "cobble" includes any rocks and broken concrete pieces that are larger than 6 inches which are brought to the surface by silt removal activities. "Debris" includes any trash or organic matter that is deemed unacceptable as fill material by the contractor.

The term "Track-walking" is used to describe the treatment of the basin slopes that provides a scarified or broken up surface while minimizing the weight—and consequent compaction—applied to the surface. The purpose of track-walking is to disturb the top 2-4 inches of the soil that, over time, accumulates a calcified/sealed condition, while avoiding compaction of the underlying 1-3 feet of native soil. As each basin inevitably varies in its slope angle, soil composition, and moisture content; IEUA expects the contractor to apply both experience and common sense to each area when choosing equipment and methods of track-walking however, the contractor shall initially employ the use of a D4 or equivalent tracked bulldozer for track-walking activities listed in this specification. If the contractor can achieve more effective results using a method that requires changing equipment or attachments, the contractor shall notify the project manager and obtain approval to employ that method.

The contractor must conduct all work contracted with the Agency simultaneously, unless otherwise agreed to in writing with the Agency project managers.

As the basins are currently submerged, the contractor shall verify the cut depth with IEUA project management prior to cutting activity. The contractor shall perform an initial "pass" cut over the floor of the basin at the depth agreed upon per this specification with an IEUA project manager present to confirm or deny the need for additional passes.

As silt is bladed or skimmed from the floor, the contractor shall stockpile it in an area approved by the project manager. Silt material that has been stockpiled and designated for removal shall not be relocated to any onsite area outside of the basin. All silt material shall be loaded and removed from the site in a timely manner. All silt material removed from the site shall be accounted for via the use of trucking tickets. These tickets shall be submitted via email at the end of each day in which soil was removed from the site. The tickets themselves shall note the date and times of each truck to leave the site carrying soil, and have the name of the basin cell from which the soil originated noted either on the hard copies or in the email submittal body/subject line. Failure to provide daily accounts of hauling activities completed may result in suspension of hauling activities until the specified documentation is provided.

Following receipt of an authorized Notice-to-Proceed, the Contractor shall:

- Take ownership of all vegetation on the basin floor and slope up to an elevation of 1324 feet MSL, coinciding with the top of grate-topped concrete overflow box on the east side of the basin. Any vegetation, living or dead, shall be the contractor's responsibility to remove.
- Take ownership of all debris and trash found on the basin slopes and floor. All trash, regardless of size or nature (e.g. tires, treated wood, metals or plastics) shall be removed via the silt blading and loading operations or a separate collection operation. No trash, debris, or vegetation shall be stored onsite without approval from the Project Manager.
- Repair any existing erosion gullies found on the basin side slopes or access roads; providing a smooth, uniform condition. The soil used in these repairs may not be excavated from the basin floors, silt material stockpiles, or rip rap areas. The soil used in these repairs shall be that which washed out of the erosion gully, and shall be collected from the base of the erosion gully, but not include soil from below the original finished grade contours of the basin slopes and floor. The Contractor shall request approval from IEUA's Project Manager prior to moving soil from any part of the basin or its surrounding topography for any reason.
- Repair any washouts and remove any sediment buildup that may be blocking drainage of water from the low-flow, dry-weather-flow channel that runs along the north and west sides of the north cell of Victoria basin.
- Ensure that the slope of the floors of both basin cells are maintained such that they drain to their low points; (as an example) for the north cell: the slide gate on the west side of the mid basin berm and for the south cell: the alignment between the mid basin berm slide gate and the basin outlet slide gate. If low areas are identified after blading operations that would not drain to these locations, the Contractor shall incorporate minor grade corrections (cut/fill) as necessary during the subsequent ripping and smoothing tasks of this specification such that the entirety of the basin floors drains as specified.

The contractor must complete the work by June 24st, 2016. The contractor must conduct all work contracted with the Agency simultaneously, unless otherwise agreed to in writing with the Agency project managers. Failure to meet the requirements of this scope may result in the termination of this and/or other contracts the contractor has entered into with IEUA.

The scope of work consists of cleaning the two cells of Victoria Basin independently to manage dry weather nuisance water flows entering Victoria Basin's north cell. The general procedure for staging the cleaning of the two cells shall include:

- Receiving Approval from a Biologist for compliance with Fish and Game Permit No. 1600-2009-0072-R6 Rev. 2
- Dewatering Victoria North Cell (to south cell and other locations as necessary)
- Infiltration Restoration of Victoria North Cell
- Dewatering of Victoria South Cell
- Infiltration Restoration of Victoria South Cell

All work shall include mobilization and demobilization, permit and disposal fees, traffic control, de-watering, application of water for dust alleviation, and utilization of BMP's necessary to comply with various environmental and clean water act requirements.

All work shall be completed in accordance with this Specification and the contract therefore.

THE GENERAL PROCEDURE FOR INFILTRATION RESTORATION SHALL INCLUDE:

- A. Dewatering of Cells. Water will be significantly drained via outlet gates and sluice gates between cells operated by the Project Manager. Prior to restoring each cell, any remaining standing water shall be pumped to the adjacent cell and maintained without water during restoration, as possible.
- B. Blading approximately 2-4 inches of silt material and removal from the basin floor. The thickness of silt will be irregular and thus blading shall be sufficiently deep to encounter non-silt material or shallower as necessary.
- C. Ripping and Smoothing areas of the basin floor that were driven during the prior steps. Any rocks greater than 6 inches in diameter that are exposed during this phase shall be relocated within the basin.

Task A: Silt material shall be cut and windrowed from the entire 17.5 acre basin floors of Victoria Basin, including the slope areas up to the high water level (marked in the field). The necessary cut depth for volume estimation was a uniform 0.25 feet throughout the basins equating to approximately 7,161 cubic yards of silt material. This estimate does not guarantee a volume to be removed. The thickness of silt will be irregular and thus blading shall be sufficiently deep or shallow to just encounter non-silt material. The side slopes of each basin shall be scraped of silt and debris on an as-needed basis and added to the windrowed material on the basin floor for removal.

Task B: Cut and windrowed silt materials shall be removed and disposed of from Victoria Basin. The Contractor shall become the owner of the silt material, when it leaves the basin, and shall load, haul and dispose of at an off-site location of his choosing. In order to guard against the re-spreading of silt material, the designated floor area shall first have its silt material, cobbles and boulders windrowed for loading into trucks for either disposal or relocation as the case may be.

Task C: Following the cutting, removal, and removal of the silt material from the entire basin floor, the Contractor shall rip and smooth the cleansed floor areas to restore their infiltration characteristics. The floor shall be ripped to a depth of 48 inches using a horizontal spacing of no greater than 24 inches on center. Smoothing of the ripped surface is intended to remove all ridges and furrows greater than 2-3 inches that may be left upon completion of ripping operations. All side slopes shall be "track-walked" with heavy equipment in an up and down manner that is approved by the Project Manager to break up the hardened surface of the uppermost soil layer. The track-walking process shall leave no ridges or ruts in the slopes greater than 2-3 inches. The contractor shall determine the final sequence of tasks involving smoothing of the basin floors and track-walking slopes and shall do so in a manner that minimizes compaction to the basin floor and slopes.

If unnecessary compaction is identified, the Contractor shall perform either additional scarification of the slopes by hand or additional rip and smooth operations per this specification, depending on where the unnecessary compaction has occurred. All costs incurred by unnecessary compaction efforts shall be borne by the Contractor.

During or at the conclusion of smoothing activities, the contractor shall gather and relocate any 6-inch plus rock from the basin floor. Once gathered; the material may be used on-site as slope reinforcement (as directed by the Project Manager) or shall to be hauled off site for disposal. A final task of general pickup and trash removal shall be conducted prior to demobilization. All debris, trash, tires, weeds or wood encountered on the basin floors and slopes shall be disposed of off-site.

Project Location: Victoria Basin is located off of Victoria Street, just west of the 15 Freeway. An access gate to the Basin can be found on the north side of Victoria Street, just east of Etiwanda High School. Before departing the site, the Contractor shall verify that the gates are locked at the conclusion of business each day. Failure to adhere to this provision without specific permission from IEUA's Project Manager may result in work stoppage and/or termination of the contract. Vehicle and student foot traffic on Victoria Street are heavy during school start hours (approx. 8 AM) and let-out hours (approx. 3 PM). The contractor shall plan trucking and site access to avoid conflicts with heavy school traffic.

Bidder's Examination of Sites: Each bidder shall examine carefully the sites for the proposed maintenance work. It will be assumed that the bidder has evaluated and is satisfied as to the conditions to be encountered, and as to the character, quality, areas, and quantity of materials to be furnished, placed, graded, filled, rip-rapped, shaped, excavated, compacted, and smoothed, and as to the requirements of the contract, this Scope of Work, that are a part hereof.

Insurance: The Contractor shall not commence work under this Specification and the contract until he has secured all insurance required hereunder, nor shall he allow any sub-contractors to commence work on his subcontract until all similar insurance required of the sub-contractors have been obtained. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers, satisfactory to and first approved by the Agency in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the Agency prior to the commencement of work. Further, not only will the Contractor's insurance "name" the Agency as an "additional insured," it will also "name" San Bernardino County and San Bernardino County Flood Control District as additional insured's.

Further, in compliance with Permit Number P-12005101 that the Agency has with the San Bernardino County Flood Control District, the Contractor shall furnish with his Proposal a copy of a "completed" "Certificate of Insurance" in the form which is attached to this Specification and by its mention herein is considered a part of the Specification.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Workmanship: All work performed under this Specification shall be subject to inspection by the Agency. The Contractor shall be held strictly to the true intent of this "Specification" in regard to the quality of workmanship and diligent execution of the contract. Areas where the work is determined to be unsatisfactory to the Agency will be re-ripped, re-graded, graded, and smoothed again without additional compensation. The entire cost for re-working shall be borne by the Contractor.

Permits and Licenses: Unless otherwise specified, the Contractor, and any approved sub-contractors shall procure all permits and licenses prior to the start of work, including business licenses to do business in the municipalities and counties where the work is to be performed. The Contractor shall also pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work. ***The Agency has "Permit Number P-12005101" from the San Bernardino County Flood Control District (the owner of the Basins). The Contractor and his subcontractors must fully comply at all times with the terms and conditions of the said Permits.*** No additional permits are required from this entity.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Construction and Equipment Protection, Diversion, and Control of Water: It shall be the responsibility of the Contractor to protect the work areas against the intrusion of water, including urban runoff, groundwater, mud, and other deleterious matter. It is anticipated that urban runoff will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage thereto if not properly controlled by the Contractor and the Contractor acknowledges that his Proposals were prepared accordingly. The Contractor, by submitting a proposal, assumes all of said risk. Further, in order to minimize the potential for damage to equipment, the Contractor is directed to refrain from either storing equipment or leaving it idle for extended periods on the floor of the Basin. The Agency assumes no liability whatsoever to Contractor for damage to his equipment for any reason, including but not limited to, damage due to storm water, urban run-off, and vandalism.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Traffic Control: The costs for the work to be performed and completed by the Contractor shall include the costs associated with furnishing Traffic Control (if needed), including but not limited to preparing and planning, securing permits, and furnishing labor, materials, tools, equipment, and incidentals related thereto, and for doing all work to provide, maintain, and remove a traffic control system as shown in the Manual of Traffic Controls for Construction and Maintenance Work Zones.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Dust Control: This work shall consist of applying water for the alleviation or prevention of dust nuisance. The Contractor shall make his own arrangements for water to be used on this maintenance project.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Contractor Operations: If the Contractor stops work for any period of time greater than two (2) working days for any reason other than inclement weather (Severe Rain Storms) or federal holiday, he must notify the Agency immediately and the areas of the Basin affected by the work stoppage will be cleaned, finished, ripped, and graded smooth; to be free from irregular grade changes unless approved by the Agency. The Contractor shall notify the Agency when he will be able to restart the work.

Maintenance of Existing Works: The Contractor shall exercise due care to protect Existing Basin structures and other works from the effects of unwanted water and intentional and/or errant equipment operations. The Contractor shall be responsible for maintenance of all Basin improvements and Habitat during the life of this project. Such maintenance shall include, but not be limited to, dust control, repairs to existing structures, and maintenance of access roads and levees, and the replacement of fence and pipe sections that may be damaged by the Contractor. Before final acceptance of the work, all access roads utilized by Contractor during the prosecution of work under this maintenance project shall be cleaned, graded, and left in a good working condition.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Basin Dewatering: Much of the work to be performed is located within the bottom of an existing storm water detention Basin. Therefore, the Contractor is advised that when the work of this project begins water will continually be entering the Basin, which will become the responsibility of the Contractor to deal with. Further, the Contractor may encounter soggy soils and/or trapped groundwater. The Contractor is advised to make his own determination relative to the ability of the floor material to support equipment loading before entering the Basin. Basin dewatering may be by mechanical means, such as but not limited to pumping, or by structural means, such as but not limited to, earthen berms or other type of protective devices, or a combination of both. It will be the responsibility of the Contractor to determine the pump size, number of pumps and the duration of pumping necessary to remove and keep water from the work areas for a period long enough to provide for the proper performance of the work.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

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

Additionally, and notwithstanding its other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (Ca Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages." All Contractors intending to submit proposals to perform the work described under this Specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of Maintenance type work before making their proposals so that there will be no delays in executing a contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Safety & Risk, 909-993-1709.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Measurement for Payment: The quantity of silt material removed and disposed of by the Contractor shall be measured on the basis of "truck loads" (dual trailers at 14 cubic-yards combined capacity and/or 10 cubic-yard truck loads) as they leave the Basin site. The Contractor shall provide the personnel and equipment necessary to tabulate and confirm the number and types of truck loads.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work required to complete the work of this section shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Waiver/Release of Liability: Prior to beginning work on this Maintenance Project, the Contractor will be required to execute the Agency's "Waiver/Release of Liability" form that identifies the dangers and risks associated with the storage of materials and equipment at the Agency's facilities and which places the responsibility therefore solely upon the Contractor.

In the interest of saving time, it is requested, but not required, that the Contractor submit an executed "Waiver/Release of Liability" form along with his Proposal.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Award and Execution of Contract: The contract, if awarded, will be awarded to a responsible Contractor whose proposal complies with the requirements of this Specification. Within 5 calendar days of notice (either written or verbal) from the Agency's Project Manager, the Contractor shall execute an Agreement with the Agency. It is intended that the work of this maintenance project will commence prior to and be completed during June, 2016.

The Agency shall be the sole determiner as to which Proposal it elects to pursue given its ultimate goal to dispose of the largest quantity of Silt Material as it possibly can and to restore the infiltration characteristics of Victoria Basin.

Agency's Rights Reserved: The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interest. Further, the Agency reserves the right to reject any or all proposals, to waive any irregularity in a proposal and to make awards as the interests of the Agency may require.

Form for Contractor's Proposal: Offerors shall fully complete the "Contractor's Proposal Form" and return it within the specified window of time. All proposed fees will be stated as NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Inland Empire Utilities Agency for the contracted and fully executed work. The NET-PRICE shall include all proposed costs associated with all materials, labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidental and any/all other related costs necessary to supply the services required. The proposal shall be provided in the form that follows, with all exceptions and clarifications pertaining to the proposal clearly stated.

SCHEDULE OF KEY EVENTS	DATE
REQUEST FOR PROPOSALS POSTED	April 15, 2016
MANDATORY PRE-PROPOSAL MEETING (JOB-WALK)	April 25, 2016
LAST DATE FOR SUBMITTAL OF QUESTIONS	April 28, 2016
PROPOSAL DUE DATE	May 2, 2016

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

San Bernardino County
Flood Control Operations Division – Permit Section

825 East Third Street, Room 108
San Bernardino, CA 92415-0835
(909) 387-7995 – FAX (909) 387-1858

CERTIFICATE OF INSURANCE

NOTE TO PERMITTEE: This form shall be completed by your insurance company. Mail completed form to San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

In accordance with permit requirements, the undersigned does hereby represent to the San Bernardino County Flood Control District and the County of San Bernardino the following policy or policies to

_____ fully complies with the following Flood Control District
(name of insured)
insurance requirements.

♦ **PUBLIC LIABILITY AND PROPERTY DAMAGE** – The limits of liability in the Public Liability and Property Damage policy or policies shall not be less than \$1,000,000 combined single limit.

<u>Type of Insurance</u>	<u>Company & Policy No.</u>	<u>Exp. Date</u>	<u>Limits of Liability</u>
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♦ **ENDORSEMENT NAMING ADDITIONAL INSURED** – Both *San Bernardino County Flood Control District* AND *County of San Bernardino* are hereby named as additional insured for the purpose of Permit No. _____ inclusion herein of any person or organization as an additional insured shall not affect any right which such person or organization would have as a claimant if not so included.

This insurance shall be primary insurance with respects to the San Bernardino County Flood Control District and County of San Bernardino.

♦ **30-DAY WRITTEN NOTICE OF CANCELLATION, 10-DAY FOR NON-PAYMENT** - Policy shall state that 30-days prior written notice of cancellation, change or expiration and 10-days for non-payment shall be given to the San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

Insurance Company: _____

By: _____
Insurance Company Authorized Agent (Signature)

_____ Date

Agent's Address: _____

Agent's Phone: _____

Permit No. _____
File _____

Rev. 6/05

SECTION 5 – SAMPLE CONTRACT

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

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

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

(This space intentionally left blank.)



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT NUMBER: 460000XXXX
FOR
PROJECT DESCRIPTION/TITLE

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, xxxx, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and (NAME), Inc. of (CITY), California (hereinafter referred to as "Contractor") for contractor's services related to

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

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

Project Manager: _____
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Bldg. ()
Chino, California 91708
Telephone: (909) 993-_____
Facsimile: (909) 993-198_____
Email: _____

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

Contractor:
Address:
Telephone:
Facsimile:
Email:

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 460000XXXX.
- B. Contract Number 460000XXXX General Terms and Conditions.
- C. Contractor's Proposal dated ().
- D. Agency's Request for Proposal (RFP) ()dated ().

4. **SCOPE OF WORK AND SERVICES:** Contractor services shall be in accordance with Contractor's proposal dated (), which is attached hereto as Exhibit A, incorporated herein and made a part hereof. (List of task can be added herein).

DELIVERABLE:

Contractor shall deliver to the Agency's Project Manager..... by (DATE).

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

6. **COMPENSATION:** Agency shall pay Contractor's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet 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** ().

Mail one original invoice to the Agency's Accounts Payable Department, with a copy to the Project Manager. To expedite payment, invoices may be sent electronically to IEUA's Accounts Payable at apgroup@ieua.org. with a copy to the 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 NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment. In compensation for the work completed under this contract, Contractor shall be paid a maximum NTE amount of (\$) for all services and expenses.

7. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the 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.

8. FITNESS FOR DUTY:

A. Fitness: Contractor and its SubContractor personnel on the Jobsite:

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

B. 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: Contractor 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. Contractor shall impose these requirements on its SubContractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

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 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 Contractor 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 Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, 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. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 4. **All Coverages:** Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.
- D. **Acceptability of Insurers:** With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII, and who are admitted insurers in the State of California.
- E. **Verification of Coverage:** Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all sub-Contractors, working on the project, prior to commencing work or allowing any sub-Contractor to commence work under any sub-contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. **Submittal of Certificates:** Contractor shall submit all required certificates and endorsements to the following:
- Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, 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 Agency.

- C. **Observing Laws and Ordinances:** Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor 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 Contractor 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 Contractor'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 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. **Grant/Loan Funded Projects:** This is a not a grant funded project. For grant/loan-funded projects, the Contractor 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 Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

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

- b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

- 11. **INDEMNIFICATION:** Contractor 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 Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- 12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subContractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

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

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, 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. 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 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 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.

4. Notwithstanding anything to the contrary herein, Contractor'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 Contractor. If the Agency reuses the Work or Documentation without Contractor'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 Contractor 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 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, 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 Contractor'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.

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

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

Contractor: Name
Title
Company
Address

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

17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the 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.

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 Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractors' 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.

20. **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.

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 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.

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 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)

Company Name:

P. Joseph Grindstaff (Date)
General Manager

Signatory Name (Date)
Signatory Title

Attachment B

**Jeremy Harris
Construction, Inc**

(O) 951-215-0771 (F) 951-789-0089

19466 Lurin Ave • Riverside, CA 92508

CA Lic. #924979

Proposal for Infiltration Restoration for Victoria Basin

RFP-HD-16-006

Attn: Harlan Delzer



Jeremy Harris

**Jeremy Harris Construction, Inc.
President**

SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

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

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

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

Task A: Cutting and Windrowing of (7,161 cubic yards) Silt Material

Proposed cost in Lump-Sum amount: \$16,128.00

Secondary Bid Item: In the event that the volume of silt materials to be cut and windrowed from within the Basin is more or less than the estimated 7,161 cubic yards, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the cutting and windrowing of silt material: 2.25 / cubic yard

Task B: Loading, Hauling, and Disposing of (7,161 cubic yards) Silt Materials

Proposed cost in Lump-Sum amount: \$56,380.00

Secondary Bid Item: In the event that the volume of silt materials to be loaded, hauled, and disposed of from within the Basin is more or less than the estimated amount, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the loading, hauling, and disposing of silt material: 7.87 / cubic yard

Task C: Ripping and Smoothing of the Basin Floor

Proposed cost in Lump-Sum amount: \$31,104.00

Total Proposed Cost in Lump-Sum amount: \$103,612.00

Ork

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

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

1. i.e., if Net 20, then 1 % discount
2. i.e., if Net 15, then 1 % discount
3. i.e., if Net 10, then 2 % discount

Warrants: On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests.

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


Signature

Jeremy Harris Construction, Inc.
Printed Company Name

Jeremy Harris
Printed Name

May 2, 2016
Date

President
Title

Q.A.

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: Jeremy Harris Construction, Inc.
2. Street Address: 19466 Lurin Avenue; Riverside, CA 92508
3. Mailing Address: 19466 Lurin Avenue; Riverside, CA 92508
4. Business Telephone: 951-215-0771
5. Facsimile Telephone: 951-789-0089
6. Offeror's e-mail address: info@jhcinc.net
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, indicate State where incorporated: California
8. Business License number issued by the City where the Offeror's principal place of business is located.
Number: 0146677 Issuing City: Riverside
9. Federal Tax Identification Number: 46-1687008
10. California Contractor's (License) Number: 924979
11. California DIR (Registration) Number: 1000001177
12. Offeror's (Project Manager) Contact: Jeremy Harris
13. Offeror's PM Contact Telephone Number: 909-234-8264
14. Offeror's PM E-mail contact information: info@jhcinc.net

(This space intentionally left blank.)

JH

REFERENCES

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

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
----------------	-----------------------	-------------	---------------------

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

City of Riverside	Leo Ferrando	Riverside, CA	951-826-5694
Chino Basin Water Conservation District	David Lounsbury	Sacramento, CA	916-441-6850
City of Yucaipa	Chuck Collett	Yucaipa, CA	909-797-2489 x256

SUBCONTRACTOR(S)

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

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
----------------	-----------------------	-------------	---------------------

NONE

DIR Registration Number (if applicable):

Business License Number:

City:

Insurer:

Brief description of their services:

J.W.

JW

PROGRESS PAYMENT REQUEST



JEREMY HARRIS CONSTRUCTION, INC.

19466 Lurin Avenue
 Riverside, CA 92508
 951/216-0771 Office
 951/789-0089 Fax
 Lic. # 924979

INVOICE DATE: 3/28/2014
 Invoice Number: 1121

TO: City of Riverside, CA
 3900 Main Street
 Riverside, CA 92522

Mockingbird Reservoir Mechanical
 Excavation Project, Bid No. 7181
 Riverside, CA

PROGRESS PAYMENT No. 4

PAGE 1 of 1

Item	Quantity Bid	Unit Price	Description	Bid Amount	Completed	Previous Invoiced	This Request
1	LS	\$45,000.00	Mobilization	\$45,000.00	100%	\$40,500.00	\$4,500.00
2	LS	\$25,000.00	Bonds, Insurance & Permitting	\$25,000.00	100%	\$25,000.00	\$0.00
3	LS	\$58,773.00	Environmental Protection & Controls (Water, Noise, Dust & Cleanup)	\$58,773.00	100%	\$58,773.00	\$0.00
4	LS	\$61,000.00	Traffic Control	\$61,000.00	100%	\$61,000.00	\$0.00
5	3.5	\$6,300.00	Deposition Area Preparation	\$22,050.00	100%	\$22,050.00	\$0.00
6	13,500	\$21.00	Mechanical Excavation	\$283,500.00	100%	\$283,500.00	\$0.00
7	3.5	\$6,022.00	Deposition Area Revegetation	\$21,077.00	100%	\$15,807.75	\$5,269.25
8	LS	\$18,600.00	Silt Curtain	\$18,600.00	100%	\$18,600.00	\$0.00
			ORIGINAL BID :	\$535,000.00			
CO-1	LS	\$42,260.82	CHANGE ORDER No. 1	\$42,260.82	100%	\$42,260.82	\$0.00
CO-2	LS	\$4,037.60	CHANGE ORDER No. 2	\$4,037.60	100%	\$0.00	\$4,037.60

TOTAL \$581,298.42

Total this request: \$13,806.85
 Less 5% Retention: \$ (690.34)
 Total Due This Request: \$13,116.51

WORKERS' COMPENSATION CERTIFICATE

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

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


Signature

Jeremy Harris Construction, Inc.
Company Name

Jeremy Harris
Printed Name

924979
Business License Number

President
Title

May 2, 2016
Date

(This space intentionally left blank.)



NON-COLLUSION AFFIDAVIT

State of California)
) ss.

County of Riverside)

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

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


Signature

Jeremy Harris Construction, Inc.
Company Name

Jeremy Harris
Printed Name

924979
Business License Number

President
Title

4/29/16
Date

(This space intentionally left blank.)

CHW

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Riverside)

On April 29, 2016 before me, Shana Cesario Notary Public,

Date

(here insert name and title of the officer)

personally appeared Jeremy Harris

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.



Signature: Shana Cesario (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Number of Pages: 1

Document Date: April 29, 2016 Other: _____

Q.W

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of Jeremy Harris Construction, Inc. (hereinafter called Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency'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 Agency'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 Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to 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

Jeremy Harris
Print Name

May 2, 2016
Date

President
Title

Approved:

(Agency GWR Department Coordinator's signature)

(This space intentionally left blank.)

EXCEPTION FORM

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

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

Page Number: _____ Section Title: _____ NONE

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

AK

Bond Number CSBA-1993

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Jeremy Harris Construction, Inc., as
Principal

and American Contractors Indemnity Company, 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 the Amount Bid 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.

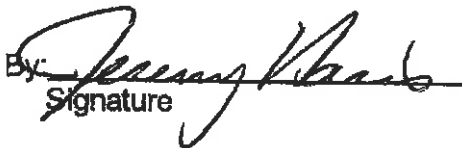
WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled: RFP-HD-16-006: Infiltration Restoration at Victoria Basin

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 28th day of April, ~~19~~ 2016

Jeremy Harris Construction, Inc.

Principal (print name)

By: 
Signature

(Corporate Seal)

Bond Number CSBA-1993


JH

SECOND PAGE OF BID BOND

Bidding Schedule(s) titled: RFP-HD-16-006: Infiltration Restoration at Victoria Basin

American Contractors Indemnity Company
Shaunna Burchfiel

Surety agent (print name)

By 
Signature Shaunna Burchfiel, Attorney-in-Fact

(Surety Seal)

Surety address

American Contractors Indemnity Company

625 The City Drive So., Ste. 130

Orange, CA 92668

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

Q.11

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On April 28th, 2016 before me, Karen L. Ritto, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Shaunna Burchfiel

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.

Signature


Signature of Notary Public Karen L. Ritto



Place Notary Seal Above

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 the form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 4/28/16

Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shaunna Burchfiel

- 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: _____

211

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Daniel Huckabay, Andrew Waterbury, Arturo Ayala, Dwight Reilly, Shaunna Burchfiel or Michael Castaneda of Orange, California

Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority to hereby represent in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Twenty Million Dollars (\$ **20,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Resolved that the President, any Vice President, any Secretary and any Assistant Secretary shall be and he is authorized to power and authority to appoint any one or more persons as Attorney(s)-in-Fact to represent and act for and in behalf of the Company subject to the following:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Resolved that the signature of any authorized officer or officer of the Company heretofore or hereafter granted power of attorney, shall be sufficient to bind the Company to any and all contracts, agreements or other instruments to which it is attached, and any power of attorney so granted shall be binding upon the Company with respect to any and all contracts, agreements or other instruments to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY



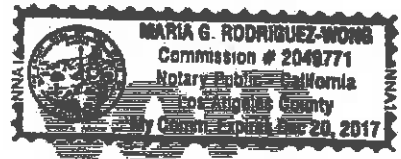
By: Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or content of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity for which he is acting, 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.

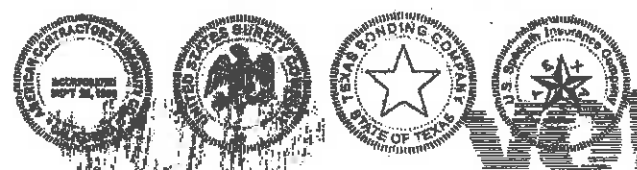


Signature: [Handwritten Signature] (Seal)

I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of December, 2016.

Corporate Seals
Bond No. CSBA-1993
Agency No. 892



Michael Chalekson, Assistant Secretary

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Riverside)

On 11/29, 2016 before me, Shana Cesario Notary Public, Date (here insert name and title of the officer)

personally appeared Jeremy Harris

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.



Signature: Shana Cesario (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Bid Bond

Number of Pages: 1

Document Date: 11/29, 2016 Other: _____

an



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2016

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 Phone: 877-587-4999 Fax: (877) 373-6806
BACCARELLA INSURANCE SERVICES, INC.
6884 INDIANA AVE. # 201
RIVERSIDE CA 92506

CONTACT NAME: **Baccarella Insurance Services, Inc.**
PHONE: **877-587-4999** FAX: **(877) 373-6806**
E-MAIL: **john@bacins.com**
ADDRESS:

Agency Lic#: 0371833

INSURED
JEREMY HARRIS CONSTRUCTION, INC.
10406 LURIN AVENUE
RIVERSIDE CA 92508

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Specialty Insurance Co.	12936
INSURER B : Mercury Casualty Company	11908
INSURER C : Houston Specialty Insurance Co.	12936
INSURER D : Great American Ins Co of New York	22136
INSURER E : Navigators Insurance Company	42307
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 93215

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.

INSTR. LIB.	TYPE OF INSURANCE	ADDL. DED. / SUBR. / WAIV.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TEN16547	10/30/15	10/30/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -/COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CCAD007877	12/02/15	12/02/16	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 EXCESS LIAB CLAIMS-MADE DED. RETENTION \$		XSTEN60018	04/21/16	10/30/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input type="checkbox"/> <input type="checkbox"/> Cntr. ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in WA) If yes, describe below DESCRIPTION OF OPERATIONS below						
D	Builders Risk / Quake & Flood		IMP1230336	04/21/16	07/21/16	\$742,000 at Const Job Site Loc \$5000 Ded
E	Equipment - Sched & Leased /Rented		04IND13361	04/18/16	04/18/17	\$4175,000 \$2500 Ded

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

Elizabeth Vanden Akker
Elizabeth Vanden Akker


**ACTION
ITEM**



2E



Date: July 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (7/13/16)
Finance, Legal, and Administration Committee (7/13/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Randy Lee 
Executive Manager of Operations/Assistant General Manager

 Francis Concemino 
Deputy Manager of Maintenance

Subject: Contract Award for On-Site Staff Training Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002162 to GP Strategies Corporation to provide on-site staff training services for the not-to-exceed amount of \$138,418; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Included in the recently ratified class and compensation study (Study), certain job classifications in the Maintenance Department were restructured in an effort to improve productivity and mitigate the impact of the impending retirements. The Electrical and Instrumentation (E&I) crafts have been combined into a single E&I craft, and the Plant Maintenance Technician (PMT) job classification has been replaced by the Mechanic series. Both the E&I and the Mechanic series are comprised of four levels (I – IV). A major component of the new structure is the implementation of a competency-based training program to provide employees the necessary knowledge and skills required for advancement in the new series.

Staff evaluated multiple training vendors in search of a training program that could be customized to meet the course requirements identified in the Study. GP Strategies Corporation (GPS) was the only vendor that offered all of the courses for each craft and which has the ability to customize the

Contract Award for On-Site Staff Training Services

July 20, 2016

Page 2 of 2

process to meet the Agency's advancement and proficiency requirements. In order to meet the 12 to 18-month completion requirement defined in the Study, staff is recommending the award of a sole source contract to GPS on a time and material basis.

In the industry for 50 years, GPS specializes in workforce development with a highly skilled and experienced team of instructors in the field of Reliability and Maintenance Strategy. GPS training program costs include all labor, material, and estimated travel and shipping costs associated with the performance of the described services as detailed in the technical proposal, for a total cost of \$115,348 as summarized in the table below:

Description	Cost	Duration
Mechanical Modules	\$ 49,995	5 weeks
Instrumentation Modules	\$31,117	3 weeks
Electrical Modules	\$34,236	3 weeks
Sub Total	\$115,348	
20% Contingency	\$23,070	
Total	\$138,418	

This procurement supports the Agency's goal of Workplace Environment for training, providing employees with state-of-the-art skills and knowledge to meet current and anticipated Agency needs.

PRIOR BOARD ACTION

In February 2016, the Board approved the last, best, and final offer, as written, with the advancement and proficiency requirements and clarification of the last, best, and final offer and will adopt the recommendation set forth as to the retroactive pay by March 2, 2016.

IMPACT ON BUDGET

If approved, sufficient funds are available in Fiscal Year 2016/17 Administrative Services Fund (GG), Office and employee training budget to support the training program costs.

Contract Award for On-Site Staff Training Services

July 2016

Francis Concemino
Deputy Manager of Maintenance

Randy Lee
Executive Manager of Operations/AGM

Background

- * **New Maintenance Structure**
 - * **Combined Electrical and Instrumentation (E&I) Crafts**
 - * **All Plant Maintenance Technicians (PMT) transitioned to Mechanic I**
 - * **New training Requirements for Advancement**
 - * **12-18 month period to complete training**

Advancement Requirements

- * **Must complete and pass the following criteria to advance:**
 - * **Theoretical** – Classroom instruction and assessment
 - * **Practical** – Demonstrate proficiency in the field
 - * **Oral Board** – Demonstrate job knowledge through an oral board interview by Maintenance supervisory and management staff

Craft	Electrical and Instrumentation	Mechanical
Advancement	E&I Technician II to III	Mechanic II to III
Requirements	One General Category class	One General Category class
	Minimum of three classes under Mechanical Category	Electrical Safety lock out/tag out (EM-001)
	Minimum of five classes under Instrumentation Category	Minimum of five classes under Mechanical Category
	Minimum of three classes under Condition Based Maintenance Category	Minimum of four classes under Condition Based Maintenance Category
	Level 1 Certification in one of the Condition Based Maintenance Category	Level I Certification in Vibration Analysis and Machinery Lubrication

Sole Source Justification

- * GP Strategies, Inc. specializes in workforce development and can provide:
 - * Customized training program to meet our curriculum requirements
 - * Both classroom and hands-on instructions
- * 50 years in the maintenance training industry
- * Instructors are highly skilled and have years of practical experience in the field

Recommendation

Approve Contract No. 4600002162 to GP Strategies Corporation to provide on-site staff training services for a not-to-exceed amount of \$138,418.

Supports the Agency's business goal of Workplace Environment for training, providing employees with state-of-the-art skills and knowledge to meet current and anticipated Agency needs.



**CONTRACT NUMBER: 460002162
FOR
MAINTENANCE STAFF TRAINING**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of July, 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 GP Strategies Corporation of Atlanta, Georgia, (hereinafter referred to as "Consultant") for craft-skills training consulting services.

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

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

Project Manager: Randy Lee
Executive Manager of Operations and AGM
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Bldg. B
Chino, California 91708
Telephone: (909) 993-1810
Cellular: (909) 536-6857
Facsimile: (909) 993-1982
Email: rlee@ieua.org

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

Consultant: Nick Morris
Business Development, Professional/Technical Services
GP Strategies Corporation
Address: 70 Corporate Center
11000 Broken Land Parkway, Suite 200
Columbia, MD 21044
Telephone: (484) 363-2097
Cellular: (484) 467-9088
Email: nmorris@gpstrategies.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 4600002162.
 - B. Contract Number 4600002162 General Terms and Conditions.
 - C. Consultant's three Proposals all dated May 9, 2016, for craft skills hands-on training.
4. **SCOPE OF WORK AND SERVICES:** Consultant scope of work and services shall be in accordance with Consultant's three Proposals all dated May 9, 2016, which are attached hereto as Exhibit A, incorporated herein and made a part hereof to include the following subject areas;

Course 1

- Basic Digital Circuits;
- Basic Programmable Logic Controllers (PLCs);
- Instrumentation;
- Analytical Measurement; and,
- Process Controls Fundamentals.

Course 2

- Electrical Lockout/Tag Out;
- Plant Electrical Wiring;
- National Electrical Code Overview;
- Transformers; and,
- Electrical Troubleshooting.

Course 3

- Introduction to Bearings and Lubrication;
- Mechanical Print Reading;
- Power Transmissions;
- Fans, Blowers, Compressors;
- Pumps and Pump Repair;
- Shaft and Coupling Alignment;
- Seals and Packing; and,
- Hydraulics and Pneumatics.

DELIVERABLES

Consultant's deliverables shall be to provide each hands-on craft skills on-site training course for ten (10) Agency participants for each course. Consultant shall provide ten (10) participant guides and ten lab guides for each course. Consultant shall have two (2) Industrial Equipment Trainers on-site for each course to assist staff during the instruction and hands-on training.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on December 31, 2017, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Consultant's properly executed invoice in accordance with Consultant's proposals 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 4600002162**.

To expedite payment, invoices may be sent electronically to IEUA's Accounts Payable at apgroup@ieua.org with a copy to the 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 NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment. In compensation for the work completed under this contract, Consultant shall be paid a maximum NTE amount of **\$138,416.00** for all services and expenses.

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant 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. Compliance: Consultant shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they

enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

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

A. **Minimum Scope of Insurance**:

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

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

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

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

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

protection afforded to the Agency, its officers, officials, employees or volunteers.

- b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Consultant shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of Consultant's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- D. Grant/Loan Funded Projects: This is a not a grant funded project. For grant/loan-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract

relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant shall be resolved in accordance with the Dispute Section of this Contract.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.

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

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

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

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

A. **Documentation:** Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

B. **Material:** Title to all Material, field or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
 4. Notwithstanding anything to the contrary herein, Consultant's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Consultant. If the Agency reuses the Work or Documentation without Consultant's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.
- B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for

the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

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

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

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

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

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

Consultant: Rebecca Fowler
GP Strategies Corporation
70 Corporate Center, 11000 Broken Land Pkwy, Ste 200
Columbia, MD 21044

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

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

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

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultants' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
23. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.
24. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

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

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

INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT:

P. Joseph Grindstaff (Date)
General Manager

GP STRATEGIES CORPORATION:



Doug Robey (Date)
Vice President

7/5/16

Inland Empire Utilities Agency - Chino, CA

Total Cost - Mechanical, Instrumentation & Electrical Curriculum

\$ 115,348.00

Mechanical Curriculum Map	Course Number	Course Name	Hours	Rate	Cost
Week 1	MM103	Introduction to Bearings and Lubrication	16	\$1,000/day	\$ 2,000.00
	Expense Estimate	Printing Costs (10 participant guides)			\$ 100.00
	MM105	Mechanical Print Reading	24	\$1,000/day	\$ 3,000.00
	Expense Estimate	Printing Costs (10 participant guides)			\$ 75.00
	Expense Estimate	Travel / Living			\$ 2,800.00
***Equipment not needed if IEUA does not have an automated lubrication system	Expense Estimate	Equipment Shipping - 2 Lubrication Trainers			\$ 1,890.00
	Total Cost - Week 1				\$ 9,865.00
Week 2	MM201-205	Power Transmissions	40	\$1,000/day	\$ 5,000.00
***Are their separate Participant guides and lab guides 5 classes??	Expense Estimate	Printing Costs (50 participant guides, 50 lab guides)			\$ 100.00
MM201 - MM205?	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment Shipping - 2 Power Transmission Trainers			\$ 1,373.00
	Total Cost - Week 2				\$ 9,273.00
Week 3	MM209	Fans, Blowers, & Compressors	16	\$1,000/day	\$ 2,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 125.00
	MM304	Pumps and Pump Repair	24	\$1,000/day	\$ 3,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 100.00
	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment Shipping - 2 Pump Trainers			\$ 1,332.00
	Total Cost - Week 3				\$ 9,357.00
Week 4	MM301	Shaft and Coupling Alignment	32	\$1,000/day	\$ 4,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 75.00
	MM303	Seals and Packing	8	\$1,000/day	\$ 1,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 75.00
	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment shipped Week 2			\$
	Total Cost - Week 4				\$ 7,950.00
Week 5	MM400	Hydraulics and Pneumatics	40	\$1,000/day	\$ 5,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 100.00
	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment Shipping - 2 Hydraulics Trainers			\$ 2,808.00
	Expense Estimate	Equipment Shipping - 2 Pneumatics Trainers			\$ 2,842.00
	Total Cost - Week 5				\$ 13,550.00
Total Cost - Mechanical Curriculum					\$ 49,995.00

Instrumentation Curriculum Map	Course Number	Course Name	Hours	Rate	Cost
Week 1	EM203	Basic Digital Circuits	8	\$1,000/day	\$ 1,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 125.00
	EM300	Basic Programmable Logic Controllers (PLCs)	32	\$1,000/day	\$ 4,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 400.00
	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment Shipping - 2 Facet Trainers			\$ 1,644.00
	Expense Estimate	Equipment Shipping - 2 PLC Trainers			\$ 1,644.00
	Total Cost - Week 1				\$ 11,613.00
Week 2	EM400	Instrumentation	24	\$1,200/day	\$ 3,600.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 175.00
	EM402	Analytical Measurement	8	\$1,200/day	\$ 1,200.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 125.00
	Expense Estimate	Travel / Living			\$ 2,500.00
	Expense Estimate	Equipment Shipping - 2 Process Controls and Instrumentation Trainers			\$ 3,804.00
	Total Cost - Week 2				\$ 11,404.00
Week 3	EM403	Process Control Fundamentals	40	\$1,000/day	\$ 5,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 300.00

Expense Estimate	Travel / Living	\$	2,800.00
Expense Estimate	Equipment Shipped Week 2		
Total Cost - Week 3		\$	8,100.00

Total Cost - Instrumentation Curriculum **\$ 31,117.00**

Electrical Curriculum Map	Course Number	Course Name	Hours	Rate	Cost
Week 1	SAF001	Electrical Lockout/Tagout	8	\$1,200/day	\$ 1,200.00
	Expense Estimate	Printing Costs (10 participant guides)			\$ 175.00
	EM105	Plant Electrical Wiring	24	\$1,200/day	\$ 3,600.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 150.00
	Expense Estimate	Travel / Living			\$ 2,500.00
	Expense Estimate	Equipment Shipping - 2 Wiring Trainers			\$ 5,504.00
	Total Cost - Week 1				\$ 13,129.00
Week 2	EM107	National Electrical Code Overview	16	\$1,200/day	\$ 2,400.00
	Expense Estimate	Printing Costs (10 participant guides)			\$ 125.00
	EM201	Transformers	16	\$1,200/day	\$ 2,400.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 175.00
	Expense Estimate	Travel / Living			\$ 2,500.00
	Expense Estimate	Equipment Shipping - 2 Motor Theory Trainers			\$ 2,436.00
	Total Cost - Week 2				\$ 10,036.00
Week 3	EM206	Electrical Troubleshooting	40	\$1,000/day	\$ 5,000.00
	Expense Estimate	Printing Costs (10 participant guides, 10 lab guides)			\$ 275.00
	Expense Estimate	Travel / Living			\$ 2,800.00
	Expense Estimate	Equipment Shipping - 2 A-Frame Trainers			\$ 2,996.00
	Total Cost - Week 3				\$ 11,071.00
Total Cost - Electrical Curriculum					\$ 34,236.00

Mechanical

Week Of:	Courses	Duration	Equipment Needed
Week 1: 9/19/2016	MM103: Intro to Bearings and Lubrication	2 days	
	MM105: Mechanical Print Reading	3 days	2 Lubrication Trainers
Week 2: 10/3/2016	MM201-205: Power Transmissions	5 days	2 Power Transmission Trainers
Week 3: 10/17/2016	MM301: Shaft and Coupling Alignment	4 days	
	MM303: Seals and Packing	1 day	2 Power Transmission Trainers
Week 4: 10/24/2016	MM209: Fans, Blowers, & Compressors	2 days	
	MM304: Pumps and Pump Repair	3 days	2 Pump Trainers
Week 5: 11/7/2016	MM400: Hydraulics and Pneumatics	5 days	2 Hydraulic Trainers 2 Pneumatics Trainers

Electrical

Week Of:	Courses	Duration	Equipment Needed
Week 1: 11/14/2016	SAF001: Electrical Lockout/Tagout	1 day	
	EM105: Plant Electrical Wiring	3 days	2 Wiring Trainers
Week 2: 12/5/2016	EM107: National Electrical Code Overview	2 days	
	EM201: Transformers	2 days	2 Motor Theory Trainers
Week 3: 12/12/2016	EM206: Electrical Troubleshooting	5 days	2 A-Frame Trainers

Instrumentation

Week Of:	Courses	Duration	Equipment Needed
Week 1: 1/9/2017	EM203: Basic Digital Circuits	1 day	
	EM300: Basic PLCs	4 days	2 Facet Trainers 2 PLC Trainers
Week 2: 1/23/2017	EM400: Instrumentation	3 days	
	EM 402: Analytical Measurement	1 day	2 Process Controls and Instrumentation Trainers
Week 3: 2/6/2017	EM403: Process Control Fundamentals	5 days	2 Process Controls and Instrumentation Trainers


**ACTION
ITEM**



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Date: July 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (7/13/16)
Finance, Legal, and Administration Committee (7/13/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Randy Lee 
Executive Manager of Operations, Assistant General Manager

David Malm  7-5-16
Deputy Manager of Integrated System Services

Subject: Contract Award for Distributed Control System (DCS) Support Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002120 to award Schneider Electric a four-year support contract for Foxboro software and hardware; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Agency utilizes Schneider Electric's Foxboro software and hardware to automate and control processes at Regional Water Recycling Plant No. 1 (RP-1), Regional Water Recycling Plant No. 2 (RP-2), and Regional Water Recycling Plant No. 5 (RP-5). In an effort to stabilize software and hardware support costs, the Agency has negotiated a four-year contract with Schneider Electric, the sole source supplier of Foxboro system support. The Agency is currently embarking on a project to move from a Foxboro software and hardware to a Rockwell Automation. This contract will remain in effect until the next conversion to Rockwell Automation software and hardware is complete. The contract can be adjusted on the anniversary date of the agreement, and pricing will be adjusted based on any increase or decrease in support services. The annual cost of the contract has been reduced from \$117,000 to \$72,000 due to the upgrade of CCWRF to the new Rockwell Automation System.

This contract supports the Agency's objective of "Regulatory Compliance" under the business goal of Environmental Stewardship.

Year	Price	Increase
1	\$71,920	3%
2	\$74,076	3%
3	\$76,300	3%
4	\$78,588	3%

PRIOR BOARD ACTION

On September 7, 2011, the Board approved a five-year SCADA Support Services Contract award to Invensys Foxboro. Invensys was purchased by Schneider Electric on January 17, 2014.

IMPACT ON BUDGET

If approved, sufficient funds are available in Fiscal Year (FY) 2016/17 through FY 2020/21 under Regional Operations and Maintenance (RO) fund, Computer Systems Maintenance Budget, for support services related to the Foxboro system.

Contract Award for DCS Support Services

July 2016

David Malm

Deputy Manager of Integrated Systems Services

Randy Lee

Executive Manager of Operations/AGM



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

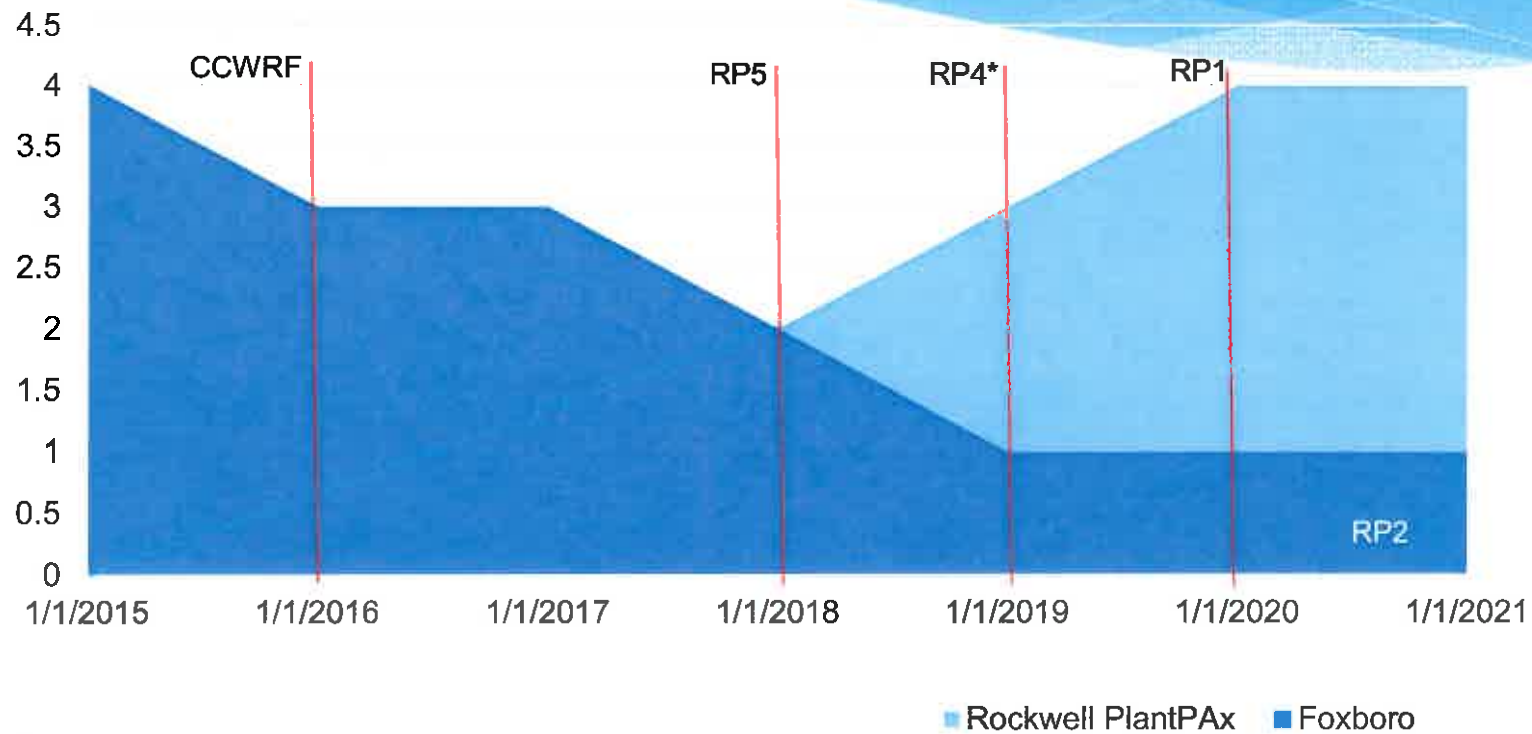
Background

- * Foxboro is the Distributed Control System (DCS) used to automate and control plant processes at Regional Water Recycling Plants No. 1, 2, and 5
- * The existing five-year contract will expire this year, which included support for CCWRF

Current Agreement

Year	Price
1	\$66,176
2	\$76,301
3	\$88,520
4	\$112,536
5	\$117,251

Control System Upgrade Schedule



*RP4 currently operates on an older version of Rockwell's SCADA software and will be upgraded in 2019

Recommendation

Approve a four-year, sole source contract with Schneider Electric for Foxboro support services. The total contract amount not-to-exceed \$300,884.

Year	Price
1	\$71,920
2	\$74,076
3	\$76,300
4	\$78,588

Supports the Agency's objective of "Regulatory Compliance" under the business goal of Environmental Stewardship



CONTRACT NUMBER 4600002120

FOR

CUSTOMER FIRST SERVICE AGREEMENT

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 Invensys Systems, Inc., a wholly-owned subsidiary of Schneider Electric (hereinafter referred to as "Contractor"), for a four-year Invensys "Customer FIRST" Support and Services Agreement.

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: Don Hamlett
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1846
Facsimile: (909) 993-1982
E-mail: dhamlett@ieua.org

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

Contractor Contact: Gene Bradford
Schneider Electric, dba Invensys Systems, Inc.
Address: 26561 Rancho Parkway South
Lake Forest, California 92630
Telephone: (714) 299-5679
Facsimile: (928) 222-9337
Email: gene.bradford@invensys.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 4600002120
- B. Contract Number 4600002120 General Terms and Conditions.
- C. Invensys Process Systems Proposal No. QLK-1605-2585510-2 dated June 1, 2016

4. **SCOPE OF SERVICES:** Contractor services shall be in accordance with Invensys Process

Systems Proposal No. QLK-1605-2585510-2 dated June 1, 2016, which is attached hereto as **Exhibit A**, incorporated herein and made a part hereof by this reference.

5. **TERM:** The term of this Contract shall extend from August 14, 2016, and terminate on August 13, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay Contractor's properly-executed quarterly invoice approved by the Project Manager thirty (30) calendar days after receipt of invoice. Payment shall be in accordance with the schedule outlined in Contractor's Proposal Section 10.4.

In compensation for the services represented by this Contract, the Agency shall pay Contractor's quarterly invoicing in an firm-fixed amount of **NOT-TO-EXCEED \$300,884.00** for all Contractor's service support in accordance with Contractor's Terms and Conditions attached hereto and made a part hereof (**Exhibit A**). Any additional work outside of the specific services within the service agreement and pricing above shall be approved in advance by the Project Manager and added by an amendment to this Contract.

7. **CONTROL OF WORK:** Contractor shall perform the Work in compliance with the 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.

8. **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 services.
- B. **Status of Contractor:** The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. **Observing Laws and Ordinances:** The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. **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. **Indemnification:** Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this Contract.
- 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**: 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.

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 service activities 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 service activities shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
- 3) In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not

limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

- 4) Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a Contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

9. **OWNERSHIP OF MATERIALS AND DOCUMENT RELEASE:** The Agency only retains ownership of any and all information related to Contract data information, pertaining to this Contract, to which it has title. Said materials and documents shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency in accordance with the Public Records Act.

10. **INFRINGEMENT:** Contractor represents and warrants that it has clear title to the Software. In receiving Work and Documentation, Agency shall make no claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person or entity.

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

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

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

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

Contractor: Dave Coyle
Sr. Channel Manager
9928 Windisch Road
West Chester, Ohio 45069

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

12. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
13. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work under this Contract. 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
14. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
15. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California and the jurisdiction of the Superior Court located in the County of San Bernardino,
16. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of God, etcetera.
17. **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:

INVENSYS SYSTEMS, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Mauricio E. Hinojosa
Finance Director – US Hub Process Automation

(Date)

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Exhibit A

Foxboro

by Schneider Electric

Triconex

by Schneider Electric

Wonderware

by Schneider Electric

SQUARE D

by Schneider Electric

Avantis

by Schneider Electric

SimSci

by Schneider Electric

PELCO

by Schneider Electric

And **GUTOR**
products from Schneider
Electric

Customer FIRST Support and Services Agreement

Standard Level

for

Inland Empire Utilities Agency

Chino Hills, California

RFQ: OP-160508-4852414

Proposal No.: QLK-1605-2585510-2

June 1, 2016

Contacts:

Name Dave Coyle

Title Sr. Channel Manager

Mobile 513-319-2611

E-mail dave.coyle@schneider-electric.com

This proposal contains technical and business information that is confidential and proprietary to Invensys. It is provided to Inland Empire Utilities Agency solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Invensys.

Schneider
Electric

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Invensys and Schneider Electric

Schneider Electric, a global specialist in energy management, completed its acquisition of Invensys PLC on 17th January, 2014. The Invensys Group is now part of the Schneider Electric group of companies. This change does not affect the terms or commitments of this proposal in any way and Schneider Electric will continue to support and invest in Invensys products and solutions.

Combining the strengths of Schneider Electric and Invensys will offer greater value to your business. Through this integration, we are building a global, innovative, technology company with a strong position in integrated industrial automation, software and energy management. Our ability to offer more comprehensive solutions – along with our global execution capabilities will enable Schneider Electric to help you increase business performance and improve operational efficiency.

Note to Inland Empire Utilities Agency: We are still operating under "Invensys Systems Inc." and all our Contracts and Purchase Orders should be made out to "Invensys Systems Inc."

2. EXECUTIVE SUMMARY

The Customer FIRST Support and Services Program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from Schneider Electric's Foxboro and Triconex systems. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help Customer FIRST members effectively utilize our applications, systems, services and solutions.

Schneider Electric's globally-situated support and service teams are uniquely qualified to deliver the high quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Schneider Electric systems from the potential of catastrophic loss.

The Customer FIRST Program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, we can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance.

3. PROPOSAL SCOPE

The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support, onsite corrective support, product lifecycle assessment, and more. Discounts on value-add services are offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements that you anticipate encountering during the coverage timeframe of your Agreement.

3.1 CUSTOMER FIRST PROGRAM – INTRODUCTION

The Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

3.2 CUSTOMER FIRST PROGRAM – STANDARD LEVEL

Keep your Schneider Electric system(s), applications and solutions working reliably and efficiently with the Customer FIRST Standard program level. Maximize your investment in Schneider Electric products with access to our technical support engineers during normal business hours, en route response commitment for hands-on corrective support, and the latest software versions and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits will be arranged. Flexible payment options are available for purchase of labor-based services, training, and material-based services including the Advantage Upgrade Program for Foxboro Evo and I/A Series hardware upgrades.

4. CUSTOMER FIRST FEATURES SUMMARY

4.1 CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

Customer_FIRST_DEC_2014_Foxboro



Included Services	Standard
Core Support and Services	
Technical Support Phone Access	NBH
Web Support – Knowledgebase, Online Training*, Proactive Communications	Y
En route response commitment for Onsite Corrective Assistance	NBD*
Preventive Maintenance site visits per year	1
Software maintenance releases, service packs, patches and updates	Y
Software Version upgrades and Revisions**	Y
Module Exchange/Reserve Program	Reserve
Access to Reports	
Annual Lifecycle Assessment Report	Y
Upgrade Planning Roadmap	Y
Tools	
Autodiag - Lifecycle Assessment Tool for Schneider Electric Products	Y
Services and Material Discounts	
Advantage Upgrade Program	50%
Site Support Services	10%
MEP/MRP Parts	43%
Consulting Services (when purchased with Service Agreement)	10%
Spares	10%

NBH = Normal Business Hours

NBD = Next Business Day

* where available

** exclude labor and hardware, additional conditions apply.

5. AGREEMENT CONTENT

5.1 CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

5.1.1 Standard Level – Included Services

5.1.1.1 Core Support and Services

Technical Support Phone Access

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers and locally-based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

Standard level: Normal business hours

Note: Emergency support rendered outside of normal business hours is billable; provision of a purchase order or credit card number is required within one business day of initiating your request.

Web Support – Knowledgebase, Proactive Communications

Schneider Electric makes available its extensive knowledgebase of technical user documentation, issue solutions, and software via the Customer Support website. The registration profile allows the website user to refine their access to only the product content of interest.

Schneider Electric web tools provide online support case management. Customer personnel may submit service requests online; if qualified for handling as a support case, a tracking number will be issued. Submitted cases may be reviewed online by the submitter.

In addition, website-registrants will receive pro-actively issued communications of two types:

- 1) Those that describe identified technical product problems and provide a solution
- 2) Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes.

En Route Response Commitment for Onsite Corrective Assistance

Many Schneider Electric solutions, including Foxboro Evo and I/A Series systems, can be reliably supported through a remote connection (VPN or web conference). This approach provides fast, effective support, particularly in emergency situations.

If our Technical Support Engineers/Consultants are unable to resolve your support case via remote methods, Schneider will provide hands-on corrective assistance. A skilled service engineer/consultant will travel to your site to perform necessary remedial actions with the objective of returning your system or application to normal operation. These activities may include system troubleshooting, defective hardware replacement, and software restoration³ or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the level of Customer FIRST support enrollment, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric's control.

Notes:

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to RemoteWatch Server", preventative maintenance work, startup support and upgrade labor.*
- 2) *Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.*
- 3) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

This Customer FIRST Support and Services Agreement includes:

Standard level: Next Business Day (NBD) En Route Response Commitment for Corrective Assistance

Preventive Maintenance site visits per year

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if RemoteWatch Services V4.0 (or higher) is enabled, Schneider Electric will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:

It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.

It will be used to develop your annual Lifecycle Assessment Report and Upgrade Planning Roadmap.

It is available for System Asset Viewer application use.

The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

These Customer FIRST features are described in this proposal.

Notes:

The delivery schedule and timing of PM visits will be determined in consultation with the customer.

Customer should review the full scope of work with the Service Engineer prior to their arrival at site.

The Preventive Maintenance Site Visit includes (if installed) RemoteWatch Server maintenance support.

The Preventive Maintenance Site Visit does not include:

Installation of version licenses, revision releases and maintenance releases, or any startup activities.

Activities associated with the optional RemoteWatch Services: Remote Backup Service, Netsight Console, RemoteWatch Server with Data Diode, Patch Deployment to RemoteWatch Server.

These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.

Standard level: One (1) Preventive Maintenance site visit per year

Software Maintenance Releases, Service Packs, Patches and Updates

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Software Version Upgrades and Revisions

Schneider Electric provides Software Version Upgrade and Revision releases with the Customer FIRST Support and Services program. This benefit provides you with the ability to upgrade and keep covered Foxboro and Triconex software continuously current at the Preferred (i.e., most current) lifecycle phase.

The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. Schneider Electric makes no guarantee that version and revision releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Version Upgrade Eligibility:

- ◇ Software must be at the current version (Preferred lifecycle phase) to be eligible for version upgrades. Software that was in the Preferred lifecycle phase when the client's first Customer FIRST agreement was executed is eligible for version upgrade. When this criteria has been met, entitlement to software versions of Foxboro or Triconex software begins and will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite tier level) is maintained with no lapse in support coverage.
- ◇ The [Components and Software List](#) provided in this proposal will identify Schneider Electric software eligible for version upgrade.

Revision Upgrade Eligibility:

- ◇ For customers enrolled in the Customer FIRST Program, eligibility for revision upgrades will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite levels) is maintained with no lapse in support coverage.

Notes:

- 1) *Upgrades to third-party operating system (OS) software, application software, and anti-virus software may be required to support new Schneider Electric system and application version and revision releases. These are not part of the Software Version Upgrades and Revisions element of the Customer FIRST program.*
- 2) *New hardware may be required to support new Foxboro or Triconex systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Advantage Upgrade Program.)*
- 3) *System shutdown may be required to support hardware and software version and revision releases.*

Module Reserve Program (MRP)

Schneider Electric provides customers with access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component on your Foxboro or Triconex system, you may arrange for exchange of the malfunctioning unit with another unit. The replacement material generally ships within one business day following receipt of the malfunctioning equipment at Schneider Electric's designated address. Product provided under the Module Reserve Program is billable, and may be applied to the Module Reserve Program (MRP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate. Pricing is contingent on Schneider Electric's subsequent determination that the returned unit meets Module Reserve Program Policy qualifications.

5.1.1.2 Access to Reports

Annual Lifecycle Assessment Report

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment Report provides a top level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

Schneider Electric will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and used to develop the Annual Lifecycle Assessment Report.

Upgrade Planning Roadmap

Building on the Lifecycle Assessment Report, the components of your system and applications will be assessed, as appropriate, for potential upgrade to preferred (current) phase products. This collaborative activity between customer staff and Schneider Electric focuses on identifying a logical progression for the potential upgrade of your equipment, software and files, and potentially, third party products. The deliverable is a high-level upgrade roadmap that will help facilitate effective short and long term upgrade planning decisions. It will be updated annually, and may be used as the foundation for the optional Upgrade and Migration Planning service.

5.1.1.3 Tools

Autodiag – Lifecycle Assessment Tool for Schneider Electric Products

The Autodiag Lifecycle Assessment self-service tool provides an initial assessment of the existing installed base of Automation and Electrical Distribution equipment, highlighting key actions to be taken to upgrade or maintain these systems and to minimize any risks. There are four sections to the report:

- 1) Criticality assessment
- 2) Summary of the existing equipment
- 3) Recommendations
- 4) Information on Schneider Electric Automation Services that can help you upgrade your systems and minimize risks

5.1.1.4 Services and Material Discounts

Advantage Upgrade Program

The Advantage Upgrade Program provides cost-effective upgrade options that include substantial incentives for the exchange of existing Foxboro and Triconex systems equipment. A discount for Advantage upgrades is provided when the refurbishable decommissioned units are returned to Schneider Electric. The discount is applicable only to Preferred hardware and software products that qualify for Advantage Upgrade Program pricing.

The Advantage Upgrade Program Policy applies.

Standard level: 50% discount on Advantage Upgrade Program orders

Site Support Services

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Site Support Services are generally applicable to smaller scale projects. Schneider Electric will help you define the scope of work to meet your specific requirements. If you are interested in having similar work performed on a larger scale, arrangements can be made with the appropriate resources within our organization.

For examples of applicable activities, refer to "Site Support Services" in the "Policies and Guidelines for Specific Customer FIRST Features" section of this document.

Standard level: 10% discount on labor rate for Site Support Services

Module Reserve Program (MRP) Parts

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Reserve Program qualifications.

Note: Not applicable to consumable products

MRP Parts: 43% discount on list price. Landed costs (duties, fees, etc.) may apply.

Consulting Services (when purchased with Service Agreement)

Consulting Services allow you to leverage skilled Schneider Electric resources that can help optimize the performance of your existing assets, conduct routine performance assessments and assist with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services agreement.

Whether you are planning a new project and need help architecting a solution, or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with the appropriate resources within the Schneider Electric organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Standard level: 10% discount on list price

Spares

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Standard level: 10% discount on list price

6. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

The policies and guidelines described in this section apply to the specifically ascribed service deliverables and programs.

6.1 SUPPORT HOURS AND RATES

Customer FIRST Support and Services shall be performed during the normal workday as defined by local practice or labor law, or as defined in this Agreement. Support, services, and travel hours in excess of the normal workday may be billable, subject to the specified Customer FIRST Program level, labor terms and provisions of this Agreement.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: <u>8:00</u> AM to <u>5:00</u> PM Normal work week: <u>Monday thru Friday</u> <input checked="" type="checkbox"/> Schneider-Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site. The point of origin shall be: <input checked="" type="checkbox"/> Home base of the Schneider-Electric engineer performing the work The following detail will apply as determined appropriate by Schneider-Electric and Customer. Travel hours will be billed for: <input checked="" type="checkbox"/> Actual time incurred
3	SERVICE RATES	<input checked="" type="checkbox"/> Service Rates are defined in local Service Rate Schedule

6.2 ON-SITE SERVICES

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a

minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which a Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric' current list prices.

6.3 LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next: <http://iom.invensys.com/EN/Pages/Support.aspx>

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- ◇ Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- ◇ Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- ◇ Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- ◇ LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- ◇ Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website <http://support.ips.invensys.com> . Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

Note: Schneider Electric may adjust Product List Value (PLV) throughout product lifecycle.

6.4 SUPPORT EXCLUSIONS

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party Products at Customer's written request, Schneider Electric' services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Schneider Electric Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means

of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric' advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

6.5 MODULE RESERVE PROGRAM (MRP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Product provided under the Module Reserve Program is billable, and may be applied to Module Reserve Program (MRP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric's manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Reserve Program (MRP) is available to Foxboro and Triconex non-Nuclear industry system customers that have Customer FIRST program Standard level coverage.

The requested replacement unit will be shipped by Schneider Electric AFTER Schneider Electric has received your malfunctioning unit.

2) PRODUCT LIFECYCLE AND AVAILABILITY

Components are categorized in the Available, Preferred, Mature and LifeTime Phases defined in the Lifecycle Policy in the "Components and Software Covered" section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- ◇ Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- ◇ Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- ◇ Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

3) ORDERING INSTRUCTIONS and PRICING

- a) Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.
- b) Equipment can be requested by the customer's authorized personnel by contacting the Global Customer Support center in the United States of America (telephone 508-549-2424) or Schneider Electric representative in the customer's geographical area. Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- c) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
- d) The requested replacement material will be shipped generally within one business day after Schneider Electric receives the unit that is being replaced, subject to availability. Refer to "Product Lifecycle and Availability" section above.

- e) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- f) A purchase order or credit card number will be requested at time of order placement if product is billable.

4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC-DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric-designated location before the refurbished replacement unit will be shipped to the customer.

5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

7) WARRANTY

- a) The Module Reserve Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

8) CONSUMABLE PRODUCTS

- b) The Module Reserve Program supports consumable products at full value with the benefit of expedited shipment.

6.6 ADVANTAGE UPGRADE PROGRAM POLICY

The Advantage Upgrade Program allows Foxboro and Triconex system customers to keep their systems up-to-date in a sustainable way. Through this program, clients periodically upgrade hardware and software to the most recent components, while receiving significant incentives in exchange for the return of older components to Schneider Electric.

Advantage upgrades help you update aging equipment with new technologies. Foxboro and Triconex systems can be perpetually upgraded, ensuring that they have the latest productivity-enhancing software, the fastest, most capable control, the sharpest graphics, and the highest capacity, most powerful application processors at a fraction of the cost.

Advantage upgrades are cost effective, as the program provides customers with discounts that are applied to Preferred hardware and software product list prices. Our careful attention to backward compatibility and serviceability allows our customers to save significant downtime. Additionally, we make every effort to preserve engineering and control strategy design and other intellectual property, making upgrades that are much more cost-effective than if a system is removed and totally replaced.

The Advantage Upgrade Program offers a discount on select Preferred hardware and software in exchange for the return of the older equipment to an Schneider Electric-designated location within 3 months of shipment of the Advantage Upgrade Program sales order.

The returned equipment must be the functional equivalent of the equipment being upgraded, must have been purchased through Schneider Electric, and must be in refurbishable condition to qualify for the Advantage Upgrade Program discount. Obviously broken, damaged, contaminated or non-conforming components will not be accepted as trade-ins.

The returned equipment is repaired, tested and moved to Schneider Electric's stock of refurbished inventory. These products will be used by the Module Exchange/Reserve Program.

6.7 SITE SUPPORT SERVICES

Site Support Services for Foxboro and Triconex systems customers may include, and is not limited to, the following opportunities:

Engineering Services

- ◇ Backup Services: Implementation / automation of backup & restore systems, disaster recovery and planning, offsite storage
- ◇ Data Management: Correction of data logging issues, creation of archiving scripts, develop interfaces with other systems, performance reporting, Microsoft™ Office integration
- ◇ Report Enhancement: Format and content restructuring, including additional data points, scheduling and report generation
- ◇ Display Revisions / Enhancements: Overlays for information drill downs, trend plots, operator control interfaces, remote access to displays
- ◇ Documentation: System architecture drawings, I/O cabinet loading documentation, input/output spreadsheets based on CP savealls, documentation necessary to meet quality or legislative requirements

Process Control

- ◇ Optimization and Tuning: Assessment of current control elements for proper operation and industry compatibility, and if applicable, boiler safety, air/fuel characterization for all fuels & operating loads
- ◇ Loop Management: Loop tuning and optimization, evaluation of nonlinearities and process gain and evaluation of valve or process problems
- ◇ Controls Revisions: Expansion (use of spare I/O capacity), process improvements and enhancements, automation of manual processes

Other Advanced Services

- ◇ Alarm Management: Assessment of spurious, redundant and unnecessary alarms, assessment of alarm limits and alarm priorities, assessment of alarm grouping, recommending and implementation of alarm improvements
- ◇ System Security and Networking Services: System hardening, password and permissive control
- ◇ Feasibility studies for system improvements
- ◇ SILWatch safety loop evaluations
- ◇ TUV Certified engineers to assist, test and verify compliance with IEC 61511
- ◇ Project Management: Scheduling, procurement, budget management and quality control

7. COMPONENTS AND SOFTWARE COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

Item RP1	Quantity	Product	Short Description	Lifecycle phase	Obsolete Date
300.00	1	P0924TW	P92 Style M, Rev A, B, C, D WS - T3500 Gen II	LifeTime	10/1/2016
330.00	1	S10D23270010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
340.00	1	S10D00260010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
350.00	1	S10D14250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
360.00	1	S10D00250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
370.00	1	S10B00250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
380.00	4	P0972VA	Address Translation Station;Mesh/Nodebus Connect	Preferred	
420.00	6	P0961FR	Control Processor 60 (CP60) Module	LifeTime	
430.00	3	J0200NX	CP60 2500 Value Point NonFT SW Lic	LifeTime	
440.00	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Available	
450.00	1	S61C11932000	I/A Series Function Block SW Lic (Certificate)	Available	
460.00	1	S61C11511000	I/A Series Function Block SW Lic (Certificate)	Available	
470.00	1	S61C21211000	I/A Series Function Block SW Lic (Certificate)	Available	
480.00	1	S61C11931000	I/A Series Function Block SW Lic (Certificate)	Available	
490.00	1	S61C11512000	I/A Series Function Block SW Lic (Certificate)	Available	
500.00	1	S61C21212000	I/A Series Function Block SW Lic (Certificate)	Available	
510.00	5	CM400YH	FBM07 Contact/dc Input	Mature	
520.00	1	CM400YK	FBM09 Contact/dc Input/Output	Mature	
530.00	6	CM400YN	FBM12 Contact/dc Input Expander	Mature	
540.00	5	CM400YP	FBM13 120 Vac Input Expander	Mature	
550.00	1	CM400YQ	FBM14 Contact/dc Input/Output Expander	Mature	
560.00	12	CM400YR	FBM15 120 Vac I/O Expander	Mature	
570.00	13	DM400YJ	FBM08 120 Vac Input	Mature	
580.00	25	DM400YL	FBM10 120 Vac Input/Output	Mature	
590.00	25	P0400DA	FBM01 0-20 mA Input	Mature	
600.00	35	P0400YE	FBM04 0-20 mA Input/Output	Mature	
610.00	3	P0400YH	FBM07 CONTACT/DC INPUT	Mature	
620.00	4	P0400YL	FBM10 120 Vac I/O	Mature	
630.00	11	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred	
640.00	35	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred	
650.00	7	P0914XS	FBM237 Channel Isolated 8 Output 0-20 mA	Preferred	

660.00	4	P0916CP	FCM10EF 2KM Fieldbus Communication Module	Mature	
670.00	10	P0916TA	FBM242 Channel Isolated External Source DO	Preferred	
680.00	3	P0917HB	FBM221 4 Port, H1 FOUNDATION Fieldbus Module	Mature	
690.00	4	P0926DJ	DCM10E DIN Fieldbus Converter	LifeTime	
700.00	2	P0926DP	DCM10EF DIN FO Fieldbus Converter (Fiber Optic)	LifeTime	
710.00	16	P0926GX	FBM233, 10/100 Mbps Ethernet, Redundant	Preferred	
720.00	4	P0972AJ	FBI10E Fieldbus Isolator For 10 MB Ethernet	LifeTime	
730.00	5	J0200JN	FoxDraw Standalone Lic	Mature	
740.00	5	J0200RV	App Station V6* SW For Windows Ethernet License	LifeTime	
750.00	1	Q0301AT	AIM*Historian SW Lic (5000 Points)	Available	
760.00	1	Q0301RA	I/A Series Report Package	Available	
770.00	1	Q0301VG	AIM*Inform SW Lic - Qty 1	Available	
780.00	1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available	
800.00	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred	
810.00	1	P0903CV	Annunciator Keyboard	Mature	
820.00	1	P0904AK	50 Series GCIO Interface w/o TS (EC96)	Mature	
830.00	8	P0917YZ	FCP270 Control Processor	Available	
RP2					
850.00	1	P0924TW	P92 Style M, Rev A, B, C, D WS - T3500 Gen II	LifeTime	10/1/2016
870.00	1	S10B00250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
880.00	1	S10D24260010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	
900.00	1	S61C31821000	I/A Series Function Block SW Lic (Certificate)	Available	
910.00	1	S61C31822000	I/A Series Function Block SW Lic (Certificate)	Available	
920.00	5	CM400YP	FBM13 120 Vac Input Expander	Mature	
930.00	8	CM400YR	FBM15 120 Vac I/O Expander	Mature	
940.00	11	DM400YJ	FBM08 120 Vac Input	Mature	
950.00	7	DM400YL	FBM10 120 Vac Input/Output	Mature	
960.00	10	P0400DA	FBM01 0-20 mA Input	Mature	
970.00	11	P0400YE	FBM04 0-20 mA Input/Output	Mature	
980.00	11	P0400YJ	FBM08 120 Vac Input	Mature	
990.00	2	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred	
1000.00	1	P0914SY	FBM204 4 Channel 0-20 In + 4 Channel 0-20 Out	Preferred	
1010.00	3	P0914TG	FBM241 Ch Isolated Vmon DI + External Source DO	Preferred	
1020.00	1	P0916TA	FBM242 Channel Isolated External Source DO	Preferred	
1030.00	2	P0926GX	FBM233, 10/100 Mbps Ethernet, Redundant	Preferred	
1040.00	2	J0200JN	FoxDraw Standalone Lic	Mature	
1050.00	2	J0200RV	App Station V6* SW For Windows Ethernet License	LifeTime	
1060.00	1	Q0301AS	AIM*Historian SW Lic (2000 Points)	Available	
1070.00	1	Q0301VG	AIM*Inform SW Lic - Qty 1	Available	
1080.00	1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available	
1090.00	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred	
1100.00	2	P0917YZ	FCP270 Control Processor	Available	
RP5					
1130.00	1	S10D35250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available	

1140.00	1	S10D00250010	Foxboro Evo & I/A Series W'kstation SW Lic	Available
1150.00	2	P0972VA	Address Translation Station;Mesh/Nodebus Connect	Preferred
1170.00	6	P0961FR	Control Processor 60 (CP60) Module	LifeTime
1180.00	3	J0200NX	CP60 2500 Value Point NonFT SW Lic	LifeTime
1190.00	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Available
1200.00	22	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred
1210.00	66	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred
1220.00	10	P0914XS	FBM237 Channel Isolated 8 Output 0-20 mA	Preferred
1230.00	12	P0916CP	FCM10EF 2KM Fieldbus Communication Module	Mature
1240.00	14	P0916TA	FBM242 Channel Isolated External Source DO	Preferred
1250.00	4	P0926GX	FBM233, 10/100 Mbps Ethernet, Redundant	Preferred
1260.00	2	J0200JN	FoxDraw Standalone Lic	Mature
1270.00	2	J0200RV	App Station V6* SW For Windows Ethernet License	LifeTime
1280.00	1	Q0301AS	AIM*Historian SW Lic (2000 Points)	Available
1290.00	1	Q0301VG	AIM*Inform SW Lic - Qty 1	Available
1300.00	1	Q0301YB	AIM*OLE DB Provider License - 1 User	Available
1310.00	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred
1320.00	2	P0903CV	Annunciator Keyboard	Mature
1330.00	2	P0904AK	50 Series GCIO Interface w/o TS (EC96)	Mature
1340.00	2	P0917YZ	FCP270 Control Processor	Available

The following equipment is or will be in the Obsolete Phase and cannot be supported by the Module Reserve Program.

290.00 (RP1)	2	P0924FL	P91 Style G Workstation Server - T610	Obsolete	8/1/2015
310.00 (RP1)	2	P0924XY	P91 Style J Workstation Server - T710	Obsolete	2/1/2016
400.00 (RP1)	8	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016
410.00 (RP1)	2	P0973HA	24 SFP Port Uplink Switch	Mature	9/1/2016
840.00 (RP2)	1	P0923MA	P91-PE2900 Styles B,C & D	Obsolete	6/1/2014
890.00 (RP2)	2	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016
1110.00 (RP5)	2	P0923HX	P91-PE2900 Gen III Workstation Styles E & F	Obsolete	10/1/2015
1160.00 (RP5)	2	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016

8. CONTACT INFORMATION

8.1 CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

8.1.1 Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	Inland Empire Utilities Agency
Billing Address	P.O. Box 9020, Chino Hills, California 91709
Shipping Address	2662 East Walnut, Ontario, California 91761
End User Address	6075 Kimball Avenue, Chino, California 91708
Sold To Address	6075 Kimball Avenue, Chino, California 91708

8.1.2 Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Warren Green	Manager of Contracts and Procurement	Tel: 909-993-1600 Fax: 909-993-1987

8.1.3 Site Identification

This Customer FIRST Support and Services Agreement covers the identified systems located at the following sites.

1.	Site Name and Location	Inland Empire Utilities Agency 2662 E. Walnut, Ontario, CA 91761
2.	Systems	I/A System
3.	Other identifying detail	Regional Plant #1

1.	Site Name and Location	Inland Empire Utilities Agency 16400 S. El Prado Rd., Chino, CA 91710
2.	Systems	I/A System
3.	Other identifying detail	Regional Plant #2

1.	Site Name and Location	Inland Empire Utilities Agency 6063 Kimball Avenue Bldg. "C", Chino, CA 91710
2.	Systems	I/A System
3.	Other identifying detail	Regional Plant #5

8.1.4 Site Operations Contacts

Customer shall provide personnel names and contact information for the individuals that Schneider Electric may contact for support purposes.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Don Hamlett	Process Automation & Control Supervisor	Tel: 909-993-1846 Mobile: 951-675-9879 Fax: 909-993-1982 Email: dhamlett@ieua.org

8.2 SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

8.2.1 Individual Schneider Electric Contacts

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Dave Coyle	Sr. Channel Manager	Tel: 513-247-9488 Mobile: 513-319-2611 Email: dave.coyle@schneider-electric.com

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
2	Gene Bradford	Product Sales Executive (PSE)	Tel: 949-455-8125 Mobile: 714-299-5679 Email: gene.bradford@schneider-electric.com

8.2.2 Schneider Electric Support Centers

The following authorized support centers are available to provide support to your site for the products covered by this Agreement:

Worldwide contact points:

Website: <http://iom.invensys.com/EN/Pages/Support.aspx>

Email: systems.support@schneider-electric.com

Canada, United States:

Customer Support Center

Foxboro, MA, USA

Telephone: 1-866-746-6477 (toll-free Canada, USA)

Telephone: 1-508-549-2424

Facsimile: 1-508-549-4999

Email: systems.support@schneider-electric.com

8.2.3 Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Advantage upgrade claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

Note: Check the Office Locator (<http://www.buyautomation.com/OfficeLocator/>) for current contact information, as the information listed below will change over time.

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC ADDRESS	CONTACT INFORMATION
Canada and USA: <i>NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i>	Invensys Systems, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA	Canada, USA toll free: Telephone: +1 866 746 6477 Worldwide support: Telephone: +1 508 549 2424 Fax: +1 508 549 4999 Email: systems.support@schneider-electric.com

8.3 PURCHASE ORDER SUBMITTAL

To facilitate Purchase Order Processing and eliminate possible rework and review cycles, please ensure your Purchase Order includes the following information:

- ◇ The Purchase Order has an authorized signature and is dated.
- ◇ The Ship To Address is listed.
- ◇ The Invoice Address is listed.
- ◇ The Schneider Electric Proposal Number **QLK-1605-2585510-2**, terms and conditions – will govern and supersede – any terms provided by Purchaser.

Contracts and Purchase Orders should be made out to: **Invensys Systems, Inc.**

Send completed purchase orders to the Invensys entity as follows:

Email: processautomation.us@schneider-electric.com

Fax: 949-639-1508 Attn: Order Management

Mail: Invensys Systems, Inc.
Attn: Order Management
10900 Equity Drive
Houston, Texas 77041

9. COMMERCIAL SECTION

9.1 PROJECT TERMS AND CONDITIONS

Proposal Acceptance:	This proposal is valid for 60 calendar days from the date of - proposal.
Firm Prices:	Prices are in USD and are firm for all Customer FIRST Program support and services.
Taxes/Duties:	Sales taxes, duties and other fees are not included in this proposal.
Payment/Schedule	Payment schedule is defined in this proposal.
Services:	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
Others:	Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate. This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.
Commercial Terms	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Invensys terms and conditions may be defined in this proposal.

9.2 CUSTOMER FIRST PROGRAM TERMS AND CONDITIONS

1. General. The Customer FIRST Program ("CFP") is a fee-based software and hardware maintenance and support program. By paying the CFP Fee and participating in the CFP, Customer agrees to all of the terms and conditions contained in the Proposal and these Customer FIRST Terms and Conditions (together, the "Agreement"). Any new Software or Goods will be provided per Invensys Systems, Inc., d/b/a Schneider Electric Systems USA, Inc. ("Schneider Electric") General Terms and Conditions of Sale of Goods and Services and License of Software.

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories defined and supported under the Agreement.

(b) "CFP Fee" shall mean the fees described in the Proposal to be paid by Customer to Schneider Electric.

(c) The "Proposal" shall mean the document which may describe, among other things, the specific (i) support level chosen by the Customer, (ii) Services to be provided by Schneider Electric, (iii) CFP Fee, (iv) payment terms, and (v) Goods and/or Software covered under the Agreement.

(d) "Software" shall mean Schneider Electric computer software programs defined and supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding Third Party Products, their related instructions manuals and documentation, for which Schneider Electric grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Schneider Electric's end-user license agreement

applicable to the particular Software at the time of delivery or, if such Software does not include an end-user license agreement at the time of delivery, then in accordance with the Software license terms and conditions set forth in a written agreement between Schneider Electric and Customer.

(e) "Services" shall mean the support services described in the Schneider Electric Proposal.

(f) "Specifications" shall mean the Schneider Electric standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Schneider Electric and Customer in relation to the Goods and Software.

(g) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Schneider Electric to Customer, unless otherwise agreed in writing by Schneider Electric, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The CFP is priced based on the value of Schneider Electric Software licenses owned (or being purchased) by the Customer site at the time the CFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the CFP Fee is paid. Following payment of the CFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the CFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable CFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Schneider Electric, Schneider Electric reserves the right to increase CFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Schneider Electric for expenses incurred by Schneider Electric to perform the Services, including but not limited to travel and living expenses.

To enroll in and purchase the CFP (Standard, Premium and Elite levels provide free software version upgrades) for Software only, a Customer must possess (not necessarily be running) the most current version of Schneider Electric Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Schneider Electric Software, they must first purchase an upgrade to the current / preferred version. Schneider Electric may offer incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the CFP Fee for any initial, renewal, prorated or other term is non-refundable.

Unless otherwise stated in the Proposal, the CFP Fee and all other fees and expenses under the Agreement are due and payable by Customer within thirty (30) days of Customer's receipt of Schneider Electric's invoice.

2.1 Support Reinstatement for Lapsed Enrollment. Schneider Electric strongly encourages Customers to renew their Customer FIRST support enrollment on time; in other words, prior to the expiration date. Customer's ability to access Schneider Electric technical support and service resources will expire with the Customer FIRST agreement end date. Additionally, should a lapse in support enrollment occur, Customers may be assessed a reinstatement fee. The amount of the reinstatement fee may increase the longer the enrollment has lapsed.

3. Customer FIRST Program Levels. The CFP portfolio offers a wide choice of offerings to meet Customer business requirements. Specific program level benefits are described in the Schneider Electric Proposal and the CFP User Guide.

4. Scope of Support. Schneider Electric provides Services in accordance with the Schneider Electric lifecycle support policy applicable to the Agreement-covered Software and Goods. The Schneider Electric lifecycle policy is published on the Schneider Electric brand support websites, and may be referenced in the Schneider Electric Proposal and CFP Guide. Although Schneider Electric and its Certified Support Providers (third parties retained by Schneider Electric to provide Services to Customers under the CFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Schneider Electric goods or software versions, they do not have any obligation to do so under any support level in the CFP unless extended support for obsolete versions is available and purchased on a product by product basis.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Schneider Electric, Schneider Electric does NOT provide Services under the CFP for Third Party Products, including but not limited to Crystal Reports. If Schneider Electric services Third Party

Products at Customer's written request, Schneider Electric's services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Schneider Electric's then current service rates.

(b) Customer shall be responsible for payment for Schneider Electric equipment and materials if Customer's employees, agents, consultants or contractors working on Schneider Electric equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Schneider Electric equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Schneider Electric for any associated services as a result of such malfunction or failure.

(c) Schneider Electric and non-Schneider Electric system goods and software not specifically listed in the Proposal as covered under the support level purchased by Customer are NOT covered under the Agreement. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Schneider Electric to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Schneider Electric service rates.

(d) Schneider Electric will NOT provide Services on Schneider Electric software or goods from or repaired by a non-Schneider Electric-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Schneider Electric will be subject to invoicing at the then-current Schneider Electric service rates.

(e) Unless specifically purchased as an option under the Agreement and described in the Schneider Electric Proposal, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the CFP.

(f) Unless otherwise agreed in writing by Schneider Electric, Goods identified as obsolete phase or due to become obsolete under the Schneider Electric lifecycle support policy during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Schneider Electric lifecycle support policy will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Schneider Electric's advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Schneider Electric suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Schneider Electric shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Schneider Electric or other designated support center under the terms of the Agreement. Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Schneider Electric will be invoiced at then current time and material service rates.

6. Remote Services Security. (Applicable to systems using RemoteWatch or legacy Schneider Electric-proprietary Remote Services) Remote Services communication will be conducted only by Schneider Electric trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features. Access by Schneider Electric to the Customers system from the RemoteWatch Server is permitted only via Customer-maintained security credentials. All session screen information will be recorded and archived by Schneider Electric with date and time stamp. Data indicating health status of the customer system will be transported via connection initiated from the RemoteWatch Services server. Any work accomplished on a customer system must be authorized by a customer representative. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Schneider Electric and shall be returned to Schneider Electric upon termination of the Agreement.

7. On-Site Services.

(a) Services or travel in excess of normal workday, and any Services or travel on Saturdays, Sunday or nationally observed holidays shall be invoiced by Schneider Electric as defined by local practice, or by labor law as applicable, or

as defined in a written agreement between Schneider Electric and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(b) Unless otherwise agreed in writing by Schneider Electric and Customer, all on-site Services will be billed to Customer at the then current Schneider Electric service rates. There shall be a minimum charge of four (4) hours where hourly rates are applicable, or one (1) day where daily rates are applicable for service and travel time.

(c) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, or as defined in a written agreement between Schneider Electric and Customer.

(d) Service time committed in advance by Schneider Electric on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(e) Unless the Schneider Electric representative has been released from the job site, or has completed his assignment, the Customer will pay Schneider Electric charges computed as if the Schneider Electric representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(f) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(g) Standby time is defined as that time during which an Schneider Electric representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(h) The Schneider Electric representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Schneider Electric representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer at Customer's sole cost.

(i) Schneider Electric representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Schneider Electric, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Schneider Electric's current list prices.

8. Term. The term of the Agreement shall be as stated in the Schneider Electric Proposal ("Term"). Notwithstanding anything else in a Customer purchase order or other order document, or if the Customer purchase order or other order document is issued for a period of less than the Term of this Agreement, Customer agrees that the Term of the Agreement shall be the stated Term, and such Term shall take precedence over any other period stated elsewhere. If Customer issues a Customer purchase order or other order document for less than the full Term, Customer's failure to issue a subsequent Customer purchase order or other order document for the remainder of the Term shall be considered a Termination for Convenience pursuant to Section 8.2(b) hereafter. Thereafter, subject to the other limitations and requirements described in the Schneider Electric Proposal and herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Schneider Electric. All software licenses and Goods for a given Schneider Electric brand (including but not limited to Avantis, Eurotherm, Foxboro, SimSci-ESSCOR, Triconex and Wonderware) at a participating site must be covered under the CFP during the initial term or any renewal or prorated terms.

8.1 Termination. The Agreement may be terminated by Schneider Electric and all Services under the CFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(b) Customer has breached any of its material obligations under any Schneider Electric end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric;

(c) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Schneider Electric; or,

(d) Customer fails to pay the CFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Schneider Electric.

8.2 Termination For Convenience.

(a) Schneider Electric may at any time, without cause, terminate the Agreement and stop all Services under the CFP, by giving Customer ninety (90) days written notice of such termination. If Schneider Electric elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of CFP Fees actually paid by Customer to Schneider Electric.

(b) Customer may terminate the Agreement without cause by giving Schneider Electric ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Schneider Electric (i) all fees and expenses (including but not limited to CFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

8.3 No Damages for Termination. Schneider Electric will not be liable to Customer for any claims or damages of any kind arising out of termination of the Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience").

9. Suspension of Services. Without prejudice to other remedies available by law, Schneider Electric reserves the right to suspend Services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Schneider Electric. Customer further agrees that it will take all actions and execute and deliver all documents requested by Schneider Electric in order to evidence Schneider Electric's rights in and to the Work Product. It is agreed and understood that Schneider Electric is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. "Confidential Information" shall mean any and all information in any form that disclosing party provides to receiving party in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would consider confidential under like circumstances. Notwithstanding the foregoing, Confidential Information shall not include any information, however designated, which the receiving party can show (a) is or has become generally available to the public without breach of the Agreement by the receiving party, (b) became known to the receiving party prior to disclosure to the receiving party by the disclosing party, (c) was received from a third party without breach of any nondisclosure obligations to the disclosing party or otherwise in violation of the disclosing party's rights, or (d) was developed by the receiving party independently of any Confidential Information received from the disclosing party. Additionally, Confidential Information does not include work product resulting from the Services performed hereunder.

Each party or third party whose Confidential Information has been disclosed retains ownership of its Confidential Information. Each party agrees to (i) protect the Confidential Information received from the disclosing party in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the Confidential Information received from the disclosing party only in furtherance of the business relationship between the parties. Upon termination of the Agreement or upon written request submitted by the disclosing party, whichever comes first, the receiving party shall return or destroy, at the disclosing party's choice, all of the disclosing party's Confidential Information. Neither party shall, except with respect to its employees, contractors or

agents with a need to know for purposes of the Agreement, disclose to any person any Confidential Information received from the disclosing party without the disclosing party's prior written consent. However, the receiving party may disclose Confidential Information pursuant to an order of a court or governmental agency, provided that the receiving party shall first notify the disclosing party of such order and afford the disclosing party the opportunity to seek a protective order relating to such disclosure.

A receiving party's obligations hereunder, including the obligations to protect and preserve the secrecy of Confidential Information delivered hereunder will survive any termination or expiration of the Agreement for a period of five (5) years from the date of disclosure.

11. Limited Warranties and Exclusive Remedy. Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Schneider Electric warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Schneider Electric warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Schneider Electric's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SCHNEIDER ELECTRIC, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCHNEIDER ELECTRIC DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN SCHNEIDER ELECTRIC'S DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE, GOODS OR SERVICES, INCLUDING BUT NOT LIMITED TO CYBER SECURITY SERVICES, WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS, INTERNET THREATS OR OTHER THREATS OR INTERRUPTIONS.

12. Liability Limitation and Exclusion of Damages. In no event shall Schneider Electric be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue, data or use, incurred by a Customer or third party, whether in an action in contract or tort, even if Schneider Electric has been advised of the possibility of such damages. Schneider Electric's liability for damages hereunder or relating hereto (whether in an action in contract or tort) shall in no event exceed the amount of fees paid to Schneider Electric by Customer with respect to the Services provided to Customer within the 12 month period prior to the time such liability arose. The provisions of this Section 12 allocate the risks between Schneider Electric and a Customer and Schneider Electric's pricing reflects this allocation of risk and the limitation of liability specified herein.

13. Taxes. CFP Fees and other fees due under the Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes, all of which will be paid by Customer.

14. Relationship of Parties. The parties to the Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Customer's Obligations.

(a) Customer shall indemnify, hold harmless and defend Schneider Electric from and against any claims, damages or liabilities asserted by any third party against Schneider Electric as a result of Schneider Electric's access to Customer's or Third Party Products including but not limited to claims, damages or liabilities for infringement of any third party's intellectual property rights.

(b) Schneider Electric's performance depends upon Customer's timely and effective cooperation, including providing Schneider Electric with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Schneider Electric will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Schneider

Electric may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void. The Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under the Agreement, or to require the performance by the other party hereto of any provision of the Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of the Agreement.

18. Assignment. Customer may not assign the Agreement, in whole or in part, without Schneider Electric's prior written consent. Any attempt to assign the Agreement without such consent will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of the Agreement is expressly stipulated to be English. In the event that the Agreement is translated into another language, the English language version of the Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under the Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Invensys Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) Export Restrictions. Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict. Any claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes. The arbitration shall be heard and determined by a panel of three (3) arbitrators selected by the AAA. The arbitrators shall have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure under the supervision of the arbitrators. The arbitration proceeding shall occur in Boston, Massachusetts. The parties shall equally share the arbitrators' fees, and the arbitration and all related proceedings and discovery shall take place pursuant to a protective order entered by the arbitrators that adequately protects the confidential nature of the parties' proprietary and confidential information. The prevailing party in such arbitration shall be entitled to recover its reasonable attorney's fees. In no event shall any arbitration award provide a remedy beyond those permitted under the Agreement, and any award providing a remedy beyond those permitted under the Agreement shall not be confirmed, no presumption of validity shall attach, and such award shall be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be

pursued in a representative capacity or on behalf of a class. Neither party has the right to act as a class representative or participate as a member of a class of claimants with respect to any claim. Either party may, without waiving any remedy under the Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its confidential information and property rights, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the claim).

23. Survival of Provisions. The Sections of the Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Section 15 (a), Sections 16-22 and Sections 23-24.

24. Entire Agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. The Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with the Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, the Agreement, regardless of any failure of Schneider Electric to object to such terms, provisions or conditions.

10. SELECTION AND PRICING SUMMARY

10.1 PROPOSAL ACCEPTANCE

This Proposal is valid for 60 calendar days from the date of this Proposal.

10.2 SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

SELECTION SUMMARY	YEAR 1	YEAR 2	YEAR 3	YEAR 4
INCLUDED SERVICES	\$71,920	\$74,076*	\$76,300*	\$78,588*
<input checked="" type="checkbox"/> En route response commitment for Onsite Corrective Assistance <input checked="" type="checkbox"/> Next Business Day en route response commitment	Included	Included	Included	Included
<input checked="" type="checkbox"/> Preventive Maintenance Visits Standard level: <u>1 visit per year</u>	Included	Included	Included	Included
TOTAL:	\$71,920	\$74,076	\$76,300	\$78,588

*The components and software covered can be adjusted on the anniversary date of this agreement. Pricing will be adjusted based on this increase or decrease.

10.3 BILLING SCHEDULE

This Customer FIRST Support and Services Agreement is:

A renewal of a prior Agreement

The billing cycle is:

Quarterly

10.4 PAYMENT SCHEDULE

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	\$71,920.00	\$17,980.00	Quarterly	8/14/2016	8/13/2017
Year 2	\$74,076.00	\$18,519.00	Quarterly	8/14/2017	8/13/2018
Year 3	\$76,300.00	\$19,075.00	Quarterly	8/14/2018	8/13/2019
Year 4	\$78,588.00	\$19,647.00	Quarterly	8/14/2019	8/13/2020
Total	\$300,884.00				

Payment is due 30 days from date of invoice.

11. AGREEMENT ACCEPTANCE

Execution of this Agreement represents acceptance into the Customer FIRST program and its terms and conditions.




PURCHASER	
Client (Company) Name	
Address	
City/State/Zip	
Country	
Authorized Purchaser Representative	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	
Acceptance By	
Title	
Date	

**INFORMATION
ITEM**

3A



Date: July 20, 2016
To: The Honorable Board of Directors
Through: Finance, Legal, and Administration Committee (07/13/16)
From:  P. Joseph Grindstaff
General Manager
Submitted by:  Christina Valencia
Chief Financial Officer/ Assistant General Manager
 Javier Chagoyen-Lazaro
Manager of Finance and Accounting
Subject: Treasurer's Report of Financial Affairs

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended May 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 May 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 \$185,830,404 reflects an increase of \$10,527,058 compared to the total reported for April 2016. The increase was primarily due to capital call proceeds and property tax receipts. As a result, the average days of cash on hand for the month ended May 31, 2016, increased from 258 days to 283 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 are excluded from the days of cash on hand calculation.

The Agency's investment portfolio average rate of return in May 2016 was 0.791%, a slight decrease of 0.012% compared to the average yield of 0.803% reported in April 2016. The decrease can be attributed to called securities with high yield earnings rate.

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

None.

IMPACT ON BUDGET

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

Attachment: May 2016 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended May 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

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 May 31, 2016

	May	April
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	\$3,925,650	\$1,785,384
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$22,982,475	\$15,848,315
Local Agency Investment Fund (LAIF)	30,498,767	30,508,647
CalTrust	16,008,098	15,987,062
California Asset Management Program (CAMP)	5,003,735	5,001,674
Certificates of Deposit	3,874,000	3,874,000
Medium Term Notes	8,098,081	8,099,730
U.S. Treasury Notes	999,903	999,887
U.S. Government Sponsored Entities	25,978,787	26,974,634
Total Investments	\$113,443,846	\$107,293,949
 Total Cash and Investments Available to the Agency	 \$117,369,496	 \$109,079,333
 <u>Restricted Deposits</u>		
Debt Service Accounts	\$2,544,730	\$2,544,729
CCRA Deposits Held by Member Agencies	56,764,858	56,502,181
OPEB (CERBT) Account	9,151,320	7,147,027
Escrow Deposits	-	30,076
Total Restricted Deposits	\$68,460,908	\$66,224,013
 Total Cash, Investments, and Restricted Deposits	 \$185,830,404	 \$175,303,346

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
May 31, 2016

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Offset by CBB Sweep Balance)	\$1,854,018
CBB Workers' Compensation Account	28,792
Bank of America (BoFA) Payroll Account	55,981
BoFA Payroll Taxes Account	53,360
Subtotal Demand Deposits	<u>\$1,992,151</u>
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	<u>\$2,250</u>
Bank of the West Money Market Account	\$0
US Bank Pre-Investment Money Market Account	\$1,931,249
Total Cash and Bank Accounts	<u>\$3,925,650</u>

Investments

CBB Repurchase (Sweep) Investments	
Federal Home Loan	\$22,982,475
Subtotal CBB Repurchase (Sweep)	<u>\$22,982,475</u>
Local Agency Investment Fund (LAIF)	
LAIF Non-Restricted Fund	\$30,498,767
LAIF Insurance Sinking Fund	0
Subtotal Local Agency Investment Fund	<u>\$30,498,767</u>
CalTrust	
Short Term	\$10,068,464
Medium Term	5,939,634
Subtotal CalTrust	<u>\$16,008,098</u>
California Asset Management Program (CAMP)	
Pool	\$5,003,735
Subtotal CAMP	<u>\$5,003,735</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 May 31, 2016

Investments Continued

Certificates of Deposit

Brokered Certificates of Deposit	\$3,874,000
Subtotal Certificates of Deposit	\$3,874,000

Medium Term Notes

John Deere Capital Corp.	\$1,001,133
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,311
Johnson & Johnson	2,024,164
Microsoft	2,073,473
Subtotal Medium Term Notes	\$8,098,081

U.S. Treasury Notes

Treasury Note	\$999,903
Subtotal U.S. Treasury Notes	\$999,903

U.S. Government Sponsored Entities

Fannie Mae Bank	\$4,000,000
Freddie Mac Bank	5,003,909
Federal Farm Credit Bank	6,000,000
Federal Home Loan Bank	10,974,878
Subtotal U.S. Government Sponsored Entities	\$25,978,787

<i>Total Investments</i>	\$113,443,846
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Restricted Deposits

Debt Service Reserves

08B Debt Service Accounts	\$2,544,720
10A Debt Service Accounts	10
Subtotal Debt Service Reserves	\$2,544,730

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 May 31, 2016

CCRA Deposits Held by Member Agencies

City of Chino	\$13,123,934
Cucamonga Valley Water District	12,606,876
City of Fontana	9,699,817
City of Montclair	2,568,722
City of Ontario	9,718,639
City of Chino Hills	5,482,575
City of Upland	3,564,295
Subtotal CCRA Deposits Held by Member Agencies	\$56,764,858

CalPERS

OPEB (CERBT) Account	\$9,151,320
Subtotal CalPERS Accounts	\$9,151,320

Escrow Deposits

Genesis Construction	\$0
Subtotal Escrow Deposits	\$0

Total Restricted Deposits

\$68,460,908

Total Cash, Investments, and Restricted Deposits as of May 31, 2016

\$185,830,404

Total Cash, Investments, and Restricted Deposits as of 5/31/16

\$185,830,404

Less: Total Cash, Investments, and Restricted Deposits as of 4/30/16

175,303,346

Total Monthly Increase (Decrease)

\$10,527,058

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					\$1,854,018	\$1,854,018	N/A	N/A	\$1,854,018		N/A	N/A	\$1,854,018
Workers' Compensation Account					28,792	\$28,792	N/A	N/A	\$28,792		N/A	N/A	\$28,792
Subtotal CBB Accounts					<u>\$1,882,810</u>	<u>\$1,882,810</u>			<u>\$1,882,810</u>				<u>\$1,882,810</u>
Bank of America (BoFA)													
Payroll Checking					\$55,981	\$55,981	N/A	N/A	\$55,981		N/A	N/A	\$55,981
Payroll Tax Checking					53,360	53,360	N/A	N/A	53,360		N/A	N/A	53,360
Subtotal B of A Accounts					<u>\$109,341</u>	<u>\$109,341</u>			<u>\$109,341</u>		N/A		<u>\$109,341</u>
Bank of the West													
Money Market Plus - Business Account					\$0	\$0	N/A	N/A	\$0		0.00%	N/A	\$0
Subtotal Bank of the West Account					<u>\$0</u>	<u>\$0</u>			<u>\$0</u>		0.00%		<u>\$0</u>
US Bank (USB)													
Federated Automated MMA					\$1,931,249	\$1,931,249	N/A	N/A	\$1,931,249		0.01%	N/A	\$1,931,249
Subtotal USB Account					<u>\$1,931,249</u>	<u>\$1,931,249</u>			<u>\$1,931,249</u>		0.01%		<u>\$1,931,249</u>
Petty Cash					<u>\$2,250</u>	<u>\$2,250</u>	N/A	N/A	<u>\$2,250</u>		N/A	N/A	<u>\$2,250</u>
Total Cash, Bank Deposits and Bank Investment Accounts					<u>\$3,925,650</u>	<u>\$3,925,650</u>			<u>\$3,925,650</u>				<u>\$3,925,650</u>
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
Federal Home Loan					\$22,982,475	\$22,982,475	N/A	N/A	\$22,982,475		0.40%	N/A	\$22,982,475
Subtotal CBB Repurchase Accounts					<u>\$22,982,475</u>	<u>\$22,982,475</u>			<u>\$22,982,475</u>		0.40%		<u>\$22,982,475</u>
LAIF Accounts													
Non-Restricted Funds					\$30,498,767	\$30,498,767	N/A	N/A	\$30,498,767		0.552%	N/A	\$30,498,767
LAIF Sinking Fund					0	0	N/A	N/A	0		0.000%	N/A	-
Subtotal LAIF Accounts					<u>\$30,498,767</u>	<u>\$30,498,767</u>			<u>\$30,498,767</u>		0.552%		<u>\$30,498,767</u>
CALTRUST Accounts													
Short-Term					\$10,068,464	\$10,068,464	N/A	N/A	\$10,068,464		0.73%	N/A	\$10,068,464
Medium-Term					5,939,634	5,939,634	N/A	N/A	5,939,634		0.99%	N/A	5,939,634
Subtotal CalTrust Accounts					<u>\$16,008,098</u>	<u>\$16,008,098</u>			<u>\$16,008,098</u>		0.826%		<u>\$16,008,098</u>
CAMP Accounts													
Short-Term					\$5,003,735	\$5,003,735	N/A	N/A	\$5,003,735		0.49%	N/A	\$5,003,735
Subtotal CAMP Accounts					<u>\$5,003,735</u>	<u>\$5,003,735</u>			<u>\$5,003,735</u>		0.49%		<u>\$5,003,735</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Ally Bank	N/A				\$245,000	\$245,000	551		\$245,000	0.80%	0.80%	01/17/17	\$245,240
Capital One National Association	N/A				240,000	240,000	552		240,000	0.80%	0.80%	01/17/17	240,235
Compass Bank	N/A				245,000	245,000	552		245,000	0.85%	0.85%	01/17/17	245,240
Comenity Capital Bank	N/A				240,000	240,000	731		240,000	1.15%	1.15%	07/13/17	240,569
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	240,538
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	240,538
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	249,086
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	249,118
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	241,582
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	241,774
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	241,774
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	242,112
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	242,112
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.51%	07/29/20	244,930
JPM Chase NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.32%	07/31/20	244,351
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	247,572
Subtotal Brokered CDs					\$3,874,000	\$3,874,000		\$0	\$3,874,000		1.426%		\$3,896,771
US Treasury Note													
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463	1092	15	\$999,903	0.63%	0.64%	12/15/16	\$1,000,390
Subtotal US Treasuries					\$1,000,000	\$999,463		15	\$999,903		0.64%		\$1,000,390
U.S. Government Sponsored Entities													
Federal Home Loan Bank	N/A	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$2,000,060
Freddie Mac Bond	AA+	AAA			2,000,000	2,001,500	722	(64)	2,000,792	0.85%	0.81%	06/16/17	2,000,320
Freddie Mac Bond	AA+	AAA			2,000,000	2,000,000	714		2,000,000	1.05%	1.05%	05/10/18	1,999,880
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100		2,000,000	1.20%	1.20%	06/29/18	1,998,860
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,097		2,000,000	1.20%	1.20%	11/28/18	2,001,880
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,459		2,000,000	1.63%	1.63%	12/28/18	2,009,220
Federal Farm Credit Bank	AA+	AAA			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,996,430
Freddie Mac Bond	AA+	AAA			1,000,000	1,003,132	1,023	(15)	1,003,117	1.25%	1.24%	03/15/19	1,005,090
Federal Home Loan Bank	AA+	AAA			3,000,000	3,000,000	1,186		3,000,000	1.50%	1.50%	04/26/19	3,005,850
Federal Farm Credit Bank	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,022,500
Freddie Mac Bond	AA+	AAA			3,000,000	2,972,928	1,359	618	2,975,717	1.25%	1.50%	10/02/19	3,004,410
Federal Home Loan Bank	AA+	AAA			1,000,000	999,000	1,461	21	999,161	1.40%	1.43%	10/08/19	998,020
Federal Farm Credit Bank	AA+	AAA			1,000,000	1,000,000	1,461		1,000,000	1.42%	1.42%	10/21/19	1,000,120
Subtotal U.S. Gov't Sponsored Entities					\$26,000,000	\$25,976,560		\$559	\$25,978,787		1.235%		\$26,042,640

(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
May 31, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	May	May	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(71)	\$1,001,133	1.20%	1.11%	10/10/17	\$1,001,560
Toyota Motor Credit Corp	AA-	AA3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,971,960
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	30	999,311	1.63%	1.66%	05/15/18	1,000,320
Johnson & Johnson	AAA	AAA			2,000,000	2,027,480	1,044	(816)	2,024,164	1.65%	1.16%	12/05/18	2,028,520
Microsoft	AAA	AAA			2,050,000	2,076,691	1,045	(792)	2,073,473	1.63%	1.16%	12/06/18	2,076,691
Subtotal Medium Term Notes					<u>\$8,050,000</u>	<u>\$8,107,171</u>		<u>(\$1,649)</u>	<u>\$8,098,081</u>		<u>1.20%</u>		<u>\$8,079,051</u>
Total Investments					<u>\$113,417,075</u>	<u>\$113,450,269</u>			<u>\$113,443,846</u>				<u>\$113,511,927</u>
<i>(Source of Investment Market Value: US Bank)</i>													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,544,720	\$2,544,720	N/A	N/A	\$2,544,720		0.00%		\$2,544,720
10A Debt Service Accounts					<u>10</u>	<u>10</u>	N/A	N/A	<u>10</u>		0.00%		<u>10</u>
Total Debt Service Accounts					<u>\$2,544,730</u>	<u>\$2,544,730</u>			<u>\$2,544,730</u>				<u>\$2,544,730</u>
CCRA Deposits Held by Member Agencies													
City of Chino					\$13,123,934	\$13,123,934	N/A	N/A	\$13,123,934		N/A	N/A	\$13,123,934
Cucamonga Valley Water District					12,606,876	12,606,876	N/A	N/A	12,606,876		N/A	N/A	12,606,876
City of Fontana					9,699,817	9,699,817	N/A	N/A	9,699,817		N/A	N/A	9,699,817
City of Montclair					2,568,722	2,568,722	N/A	N/A	2,568,722		N/A	N/A	2,568,722
City of Ontario					9,718,639	9,718,639	N/A	N/A	9,718,639		N/A	N/A	9,718,639
City of Chino Hills					5,482,575	5,482,575	N/A	N/A	5,482,575		N/A	N/A	5,482,575
City of Upland					3,564,295	3,564,295	N/A	N/A	3,564,295		N/A	N/A	3,564,295
Subtotal CCRA Deposits Held by Member Agencies					<u>\$56,764,858</u>	<u>\$56,764,858</u>			<u>\$56,764,858</u>				<u>\$56,764,858</u>
<i>(Reported total as of April 30, 2016)</i>													
CalPERS Deposits													
OPEB (CERBT) Account					\$9,000,000	\$9,000,000	N/A	N/A	\$9,151,320		N/A	N/A	\$9,151,320
Subtotal CalPERS Deposits					<u>\$9,000,000</u>	<u>\$9,000,000</u>			<u>\$9,151,320</u>				<u>\$9,151,320</u>
Escrow Deposits													
Genesis Construction Escrow					\$0	\$0	N/A	N/A	\$0		N/A	N/A	\$0
Subtotal Escrow Deposits					<u>\$0</u>	<u>\$0</u>			<u>\$0</u>				<u>\$0</u>
Total Restricted Deposits					<u>\$68,309,588</u>	<u>\$68,309,588</u>			<u>\$68,460,908</u>				<u>\$68,460,908</u>
Total Cash, Investments, and Restricted Deposits as of April 30, 2016													
					<u>\$185,652,313</u>	<u>\$185,685,507</u>			<u>\$185,830,405</u>				<u>\$185,898,486</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 May 31, 2016

May Purchases

No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
1	5/26/2016	Purchase	Freddie Mac Bond	\$ 2,000,000	1.05%
2	5/26/2016	Purchase	Freddie Mac Bond	\$ 1,003,132	1.25%

Total Purchases

\$ 3,003,132

May Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
1	5/24/2016	Full Call	Fannie Mae Bond	\$ 4,000,000	1.500%

Total Maturities, Calls & Sales

\$ 4,000,000

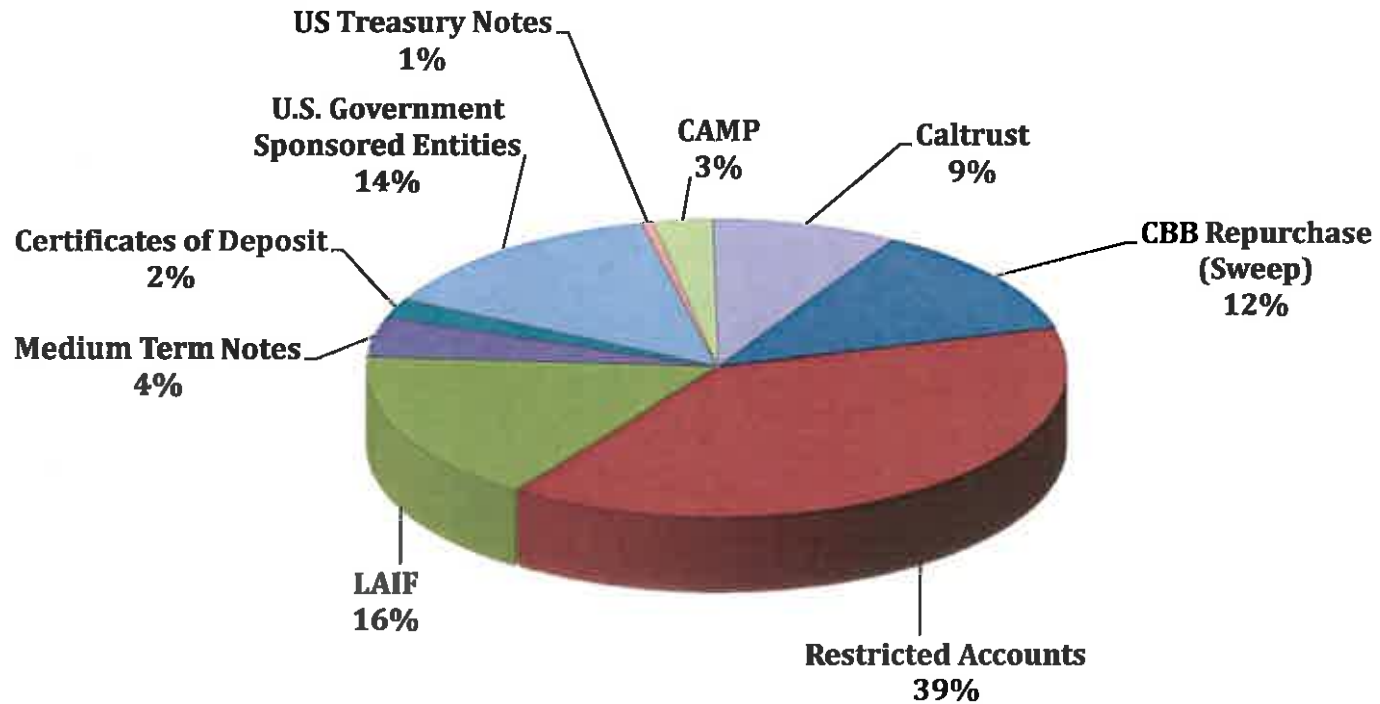
INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 May 31, 2016

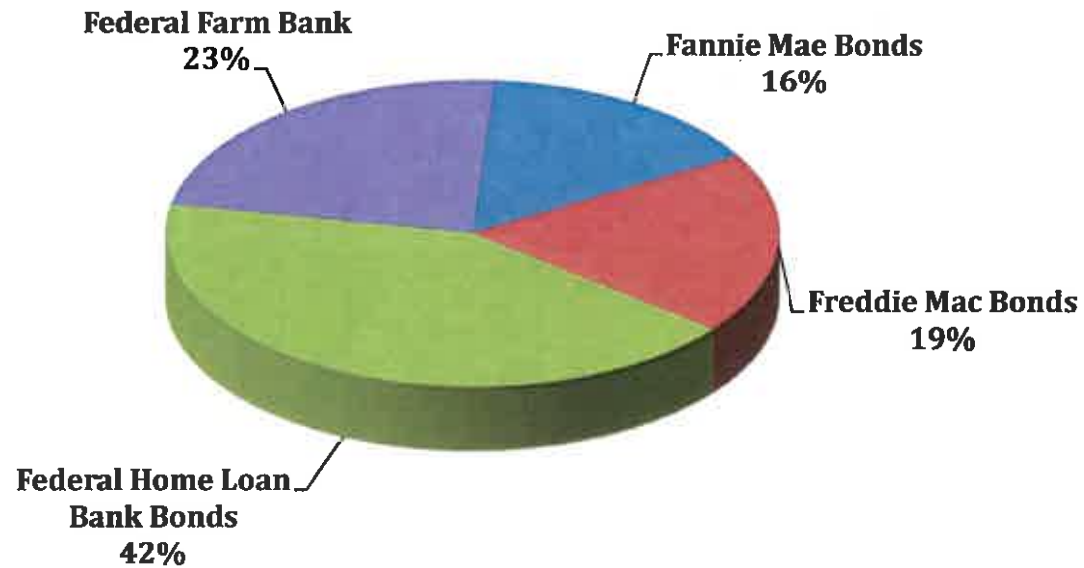
<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$22,982,475	0.400%
LAIF	30,498,767	0.552%
CalTrust	16,008,098	0.826%
CAMP	5,003,735	0.490%
Medium Term Notes	8,098,081	1.201%
US Treasury Notes	999,903	0.640%
U.S. Government Sponsored Entities	25,978,787	1.235%
	\$109,569,846	0.768%
 Bank Deposit and Investment Accounts		
Various Banks - Brokered Certificates of Deposit	\$3,874,000	1.426%
Bank of the West Money Market Account	-	0.000%
	\$3,874,000	1.426%
	 \$113,443,846	
Total Investment Portfolio		0.791%
Investment Portfolio Rate of Return		
 <u>Restricted/Transitory/Other Demand Accounts</u>		
CCRA Deposits Held by Member Agencies	\$56,764,858	N/A
CalPERS OPEB (CERBT) Account	9,151,320	N/A
US Bank - 2008B Debt Service Accounts	2,544,720	0.000%
Citizens Business Bank - Demand Account	1,854,018	N/A
US Bank - 2010A Debt Service Accounts	10	0.000%
US Bank - Pre-Investment Money Market Account	1,931,249	0.010%
Citizens Business Bank - Workers' Compensation Account	28,792	N/A
Other Accounts*	111,591	N/A
	\$72,386,558	
Total Other Accounts		0.004%
Average Yield of Other Accounts		
 Total Agency Directed Deposits	 \$185,830,405	

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

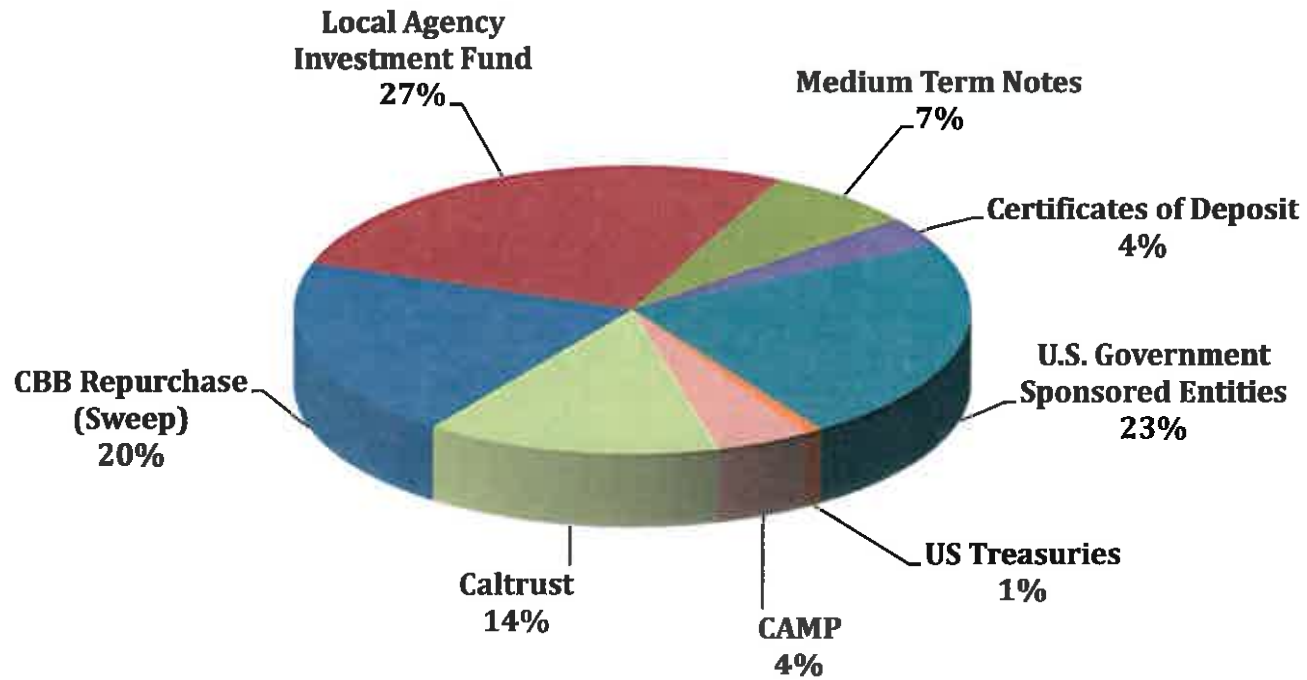
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2016
Agency Investment Portfolio (net of escrow deposits)
\$185,830,405



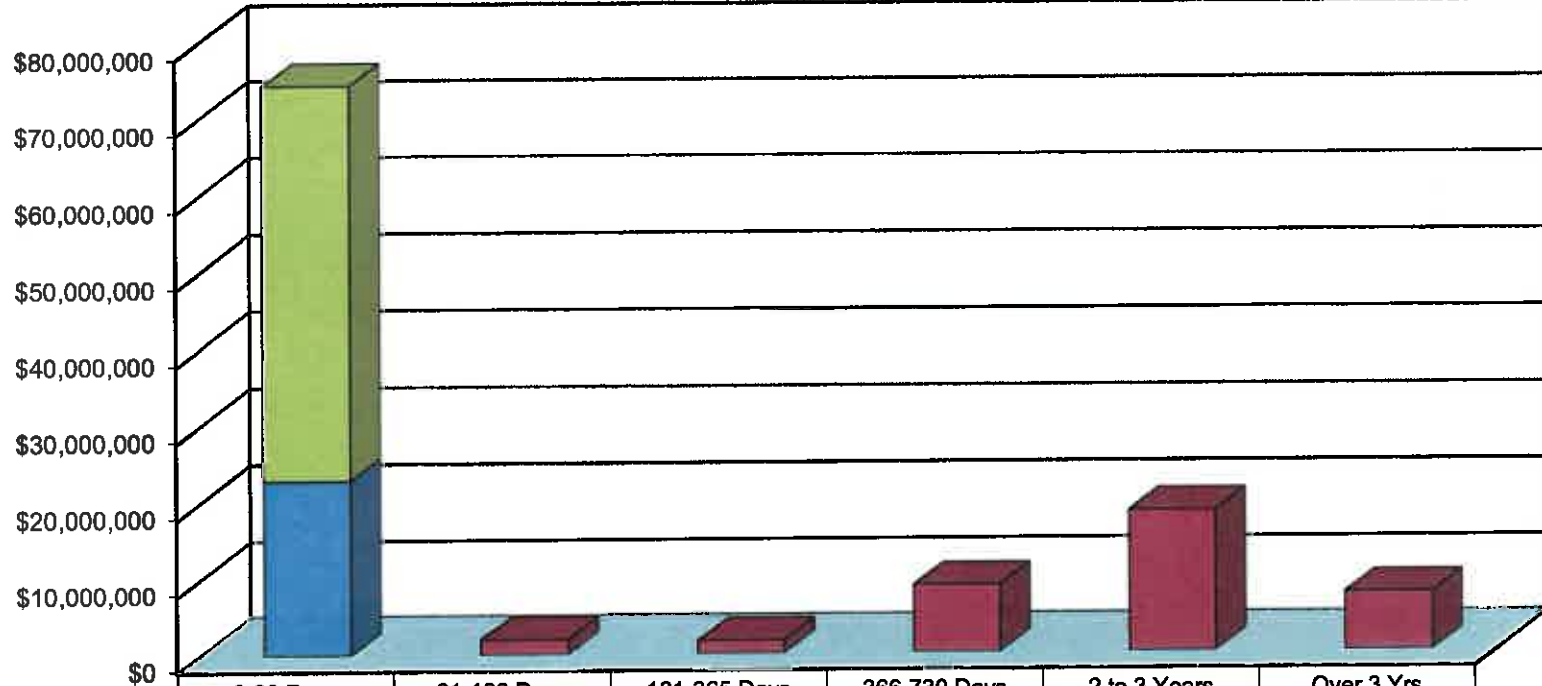
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2016
U.S. Government Sponsored Entities Portfolio
\$25,978,787



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2016
Unrestricted Agency Investment Portfolio
\$113,443,846

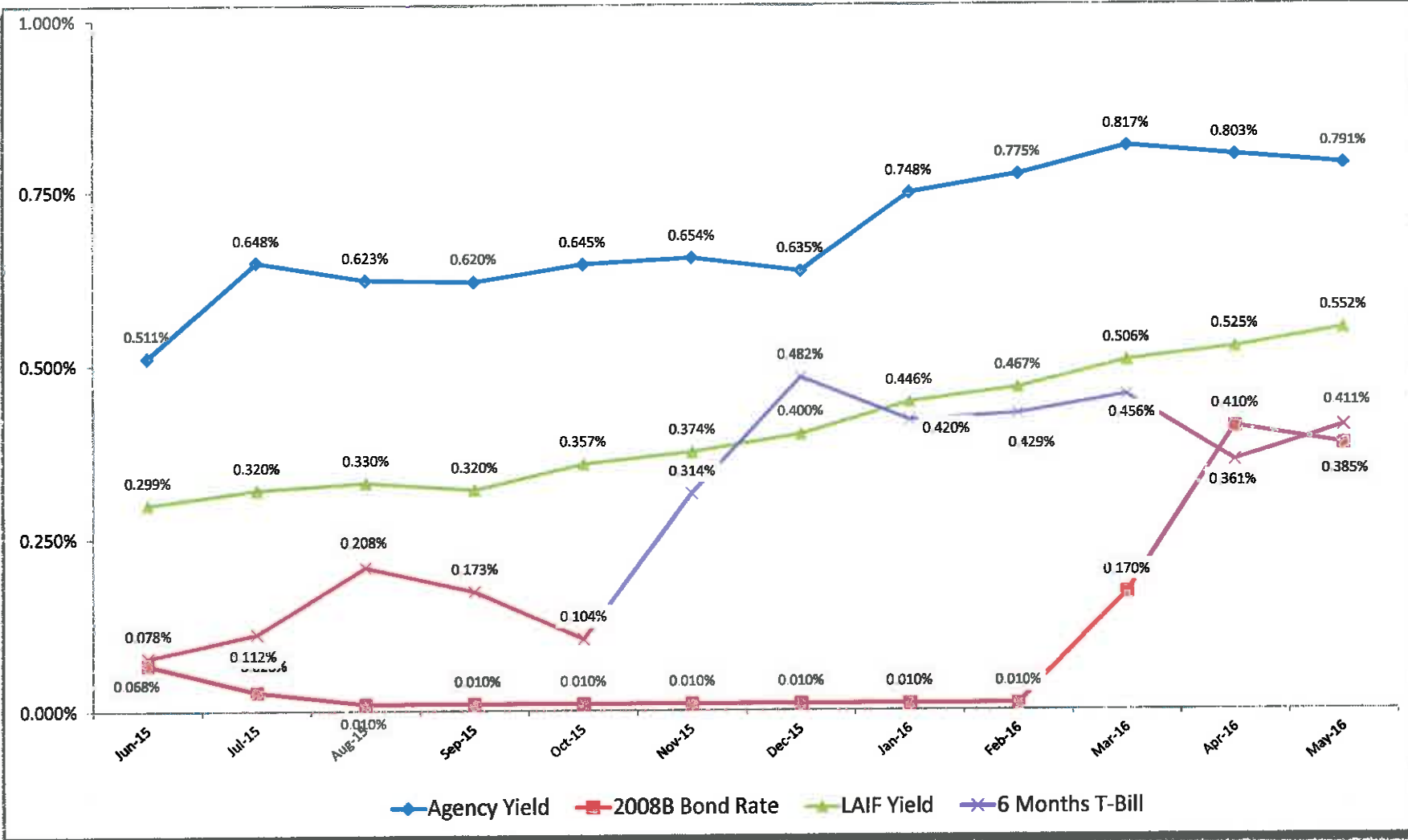


Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2016
Agency Investment Portfolio Maturity Distribution
\$113,443,846



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	2 to 3 Years	Over 3 Yrs
LAIF + CalTrust+CAMP+BofW	\$51,510,600					
Checking+Sweep	\$22,982,475					
GSE+CD+MTN+MUNI	\$0	\$2,000,000	\$1,729,903	8,937,925	18,580,065	7,702,878
Percent	65.67%	1.76%	1.52%	7.88%	16.38%	6.79%

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Agency Investment Portfolio Yield Comparison



Treasurer's Report of Financial Affairs for May 31, 2016

**July 2016
Board Meeting**

Report of Financial Affairs

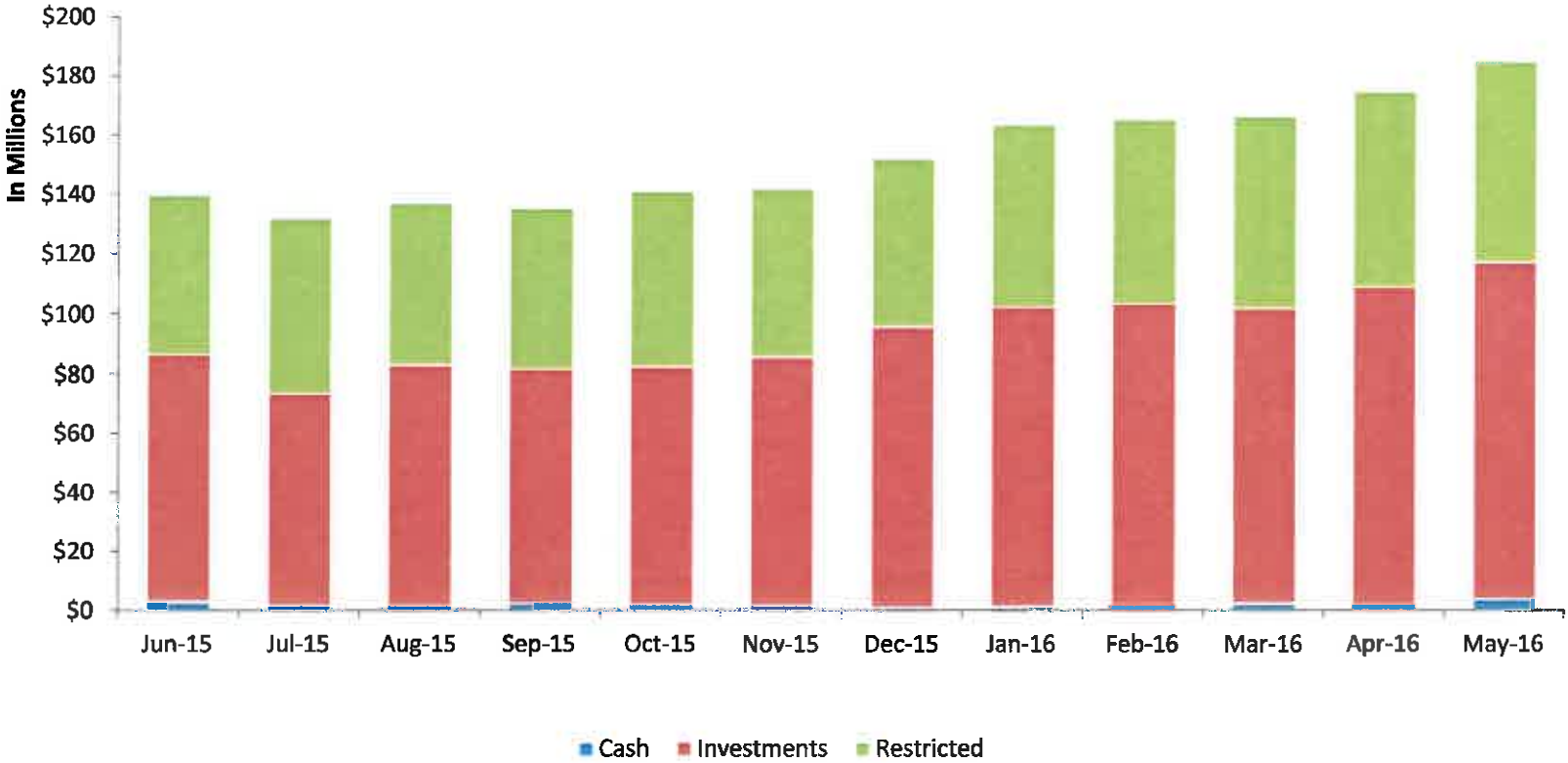
Liquidity

Description	May 2016 (\$ million)	April 2016 (\$ million)	Increase (Decrease) (\$ million)
Total Cash, Investments, and Restricted Deposits	\$185.8	\$175.3	\$10.5
Total Investment Portfolio	\$113.4	\$107.3	\$6.1
Investment Portfolio Yield	0.791%	0.803%	(0.012%)
Weighted Average Duration (years)	0.85	0.94	(0.09)
Average Cash on Hand (days)	283	258	25

Portfolio

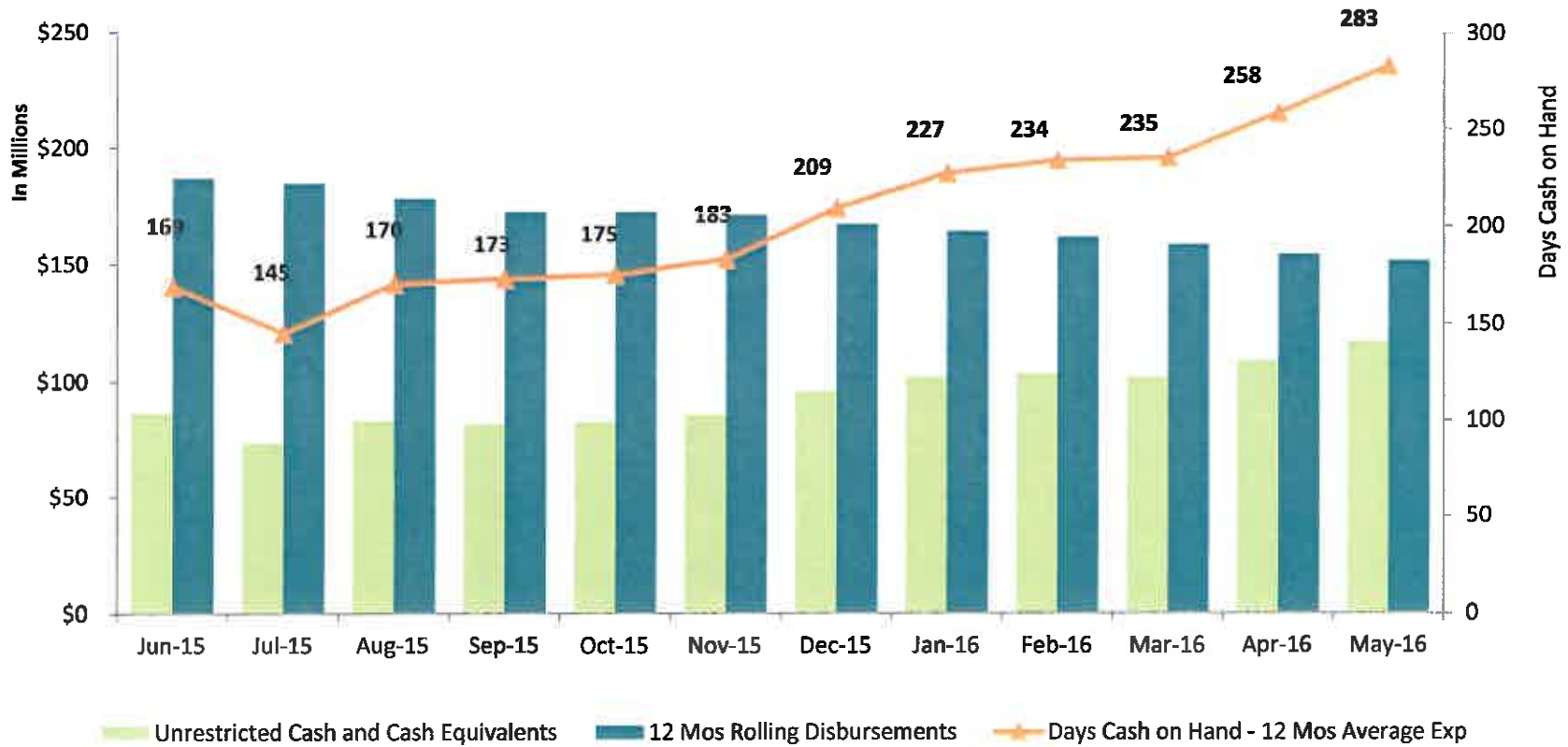
Term	Description	Allowable Threshold (\$ million)	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF	\$65	\$30.5	0.55%	27.0%
	CalTrust	\$20	\$16.0	0.83%	14.0%
	Citizens Business – Sweep	40%	\$23.0	0.40%	20.0%
	CAMP	\$20	\$5.0	0.49%	4.4%
	Brokered CDs	30%	\$0.7	0.82%	0.7%
	US Treasury Note	n/a	\$1.0	0.64%	0.9%
	US Government Securities	n/a	\$2.0	0.38%	2.0%
1 to 3 Years:	Brokered CDs	30%	\$2.4	1.33%	2.1%
	US Government Securities	n/a	\$17.0	1.23%	15.0%
	Medium Term Notes	10%	\$8.0	1.20%	7.2%
Over 3 Years:	Brokered CDs	30%	\$0.8	2.36%	0.7%
	US Government Securities	n/a	\$7.0	1.48%	6.0%

Cash, Investments and Restricted Deposits

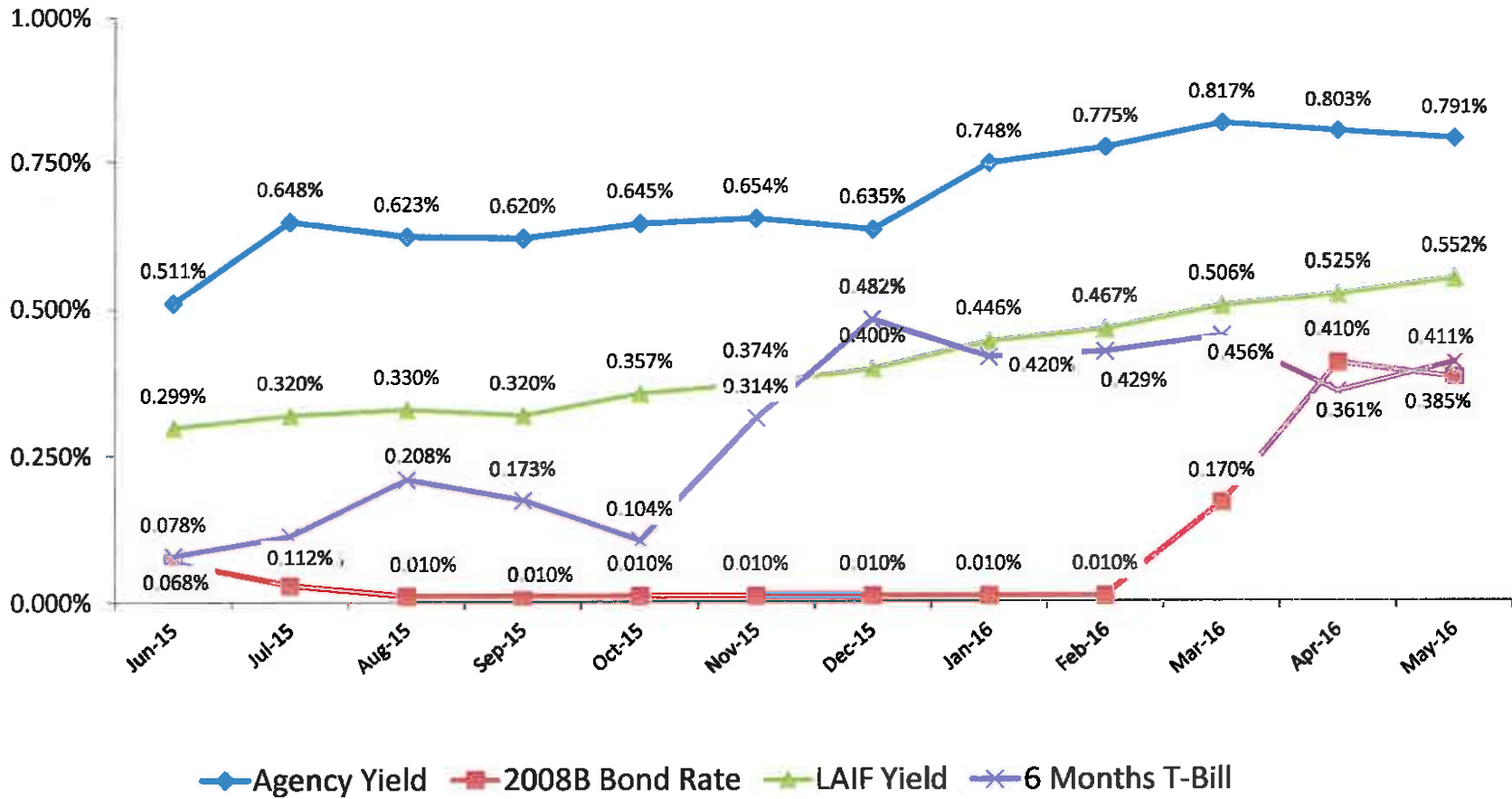


Day Cash On Hand

12 Months Rolling Average



Month End Portfolio Yield Comparison





Questions?

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