



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

**WEDNESDAY, AUGUST 9, 2017
10:30 A.M.**

*Or immediately following the
Engineering, Operations, &
Water Resources Committee Meeting*

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. CONSENT ITEMS

A. MINUTES

The Committee will be asked to approve the Finance and Administration Committee meeting minutes of July 12, 2017.

B. REPORT ON GENERAL DISBURSEMENTS

Staff recommends that the Committee/Board approve the total disbursements for the month of June 2017, in the amount of \$18,765,148.91.

2. ACTION ITEMS

A. REQUEST FOR WAIVER OF LATE FEES

Staff recommends that the Committee/Board consider the request from Water Facilities Authority to waive the late payment penalty and interest related to IEUA Invoice #90020279 in the amount of \$92,784.46 and any loss of interest earning estimated at \$186.00.

B. SCADA ENTERPRISE SYSTEM DESIGN-BUILD CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a design-build contract for the SCADA Enterprise System Migration (RP-4 and RP-5), Project Nos. EN13016.03 and EN13016.04, to CDM Smith for the not-to-exceed amount of \$5,277,527; and
2. Authorize the General Manager to execute the design-build contract subject to non-substantive changes.

3. INFORMATIONAL ITEMS

A. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

7. ADJOURN

*A Municipal Water District

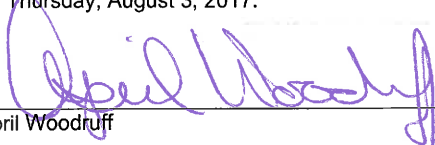
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: JH

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, August 3, 2017.

April Woodruff



**CONSENT
ITEM**

1A



MINUTES

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

WEDNESDAY, JULY 12, 2017
10:30 A.M.

COMMITTEE MEMBERS PRESENT

Jasmin A. Hall, Chair
Paul Hofer

STAFF PRESENT

Chris Berch, Executive Manager of Engineering/AGM
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Jason Gu, Grants Officer
Randy Lee, Executive Manager of Operations/AGM
Sally Lee, Executive Assistant
Jesse Pompa, Senior Engineer
Shaun Stone, Manager of Engineering
Christina Valencia, Chief Financial Officer/AGM
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 11:07 a.m. There were no public comments received or additions to the agenda.

CONSENT CALENDAR ITEMS

The Committee:

- ◆ Approved the Finance and Administration Committee meeting minutes of June 14, 2017.
- ◆ Recommended that the Board approve the total disbursements for the month of May 2017, in the amount of \$11,742,874.41.

ACTION ITEMS

The Committee:

- ◆ Recommended that the Board adopt Resolution No. 2017-7-1, for approval of Master Amendment No. 1 (Amendment) to consistently amend the lien positions, financing terms and certain definitions amount the nineteen (19) Clean Water State Revolving Fund (SRF) financing agreements (Agreements) between the Agency and the California State Water Resources Control Board (State Water Board) identified in the proposed Amendment;

as an Action Item on the July 19, 2017 Board meeting agenda.

- ◆ Recommended that the Board authorize the General Manager, or his designee, to review and approve sole source requests for materials, products, things, or services per Public Contract Section 3400(c) consistent with the protocols defined herein;

as an Action Item on the July 19, 2017 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ RP-2 Microturbine Contract Termination
- ◆ City of Upland Sewage Billing Error Review
- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager Joseph Grindstaff had no comments.

COMMITTEE MEMBER COMMENTS

Director Hall and Director Hofer requested for Agency staff to report back to the Board on how often sole source requests have occurred and the dollar value of each request. They also asked Agency staff to add the Standard Operations Procedure for sole source requests for the next Board meeting.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requests for future agenda items.

With no further business, Director Hall adjourned the meeting at 11:56 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: AUGUST 9, 2017

**CONSENT
ITEM**

1B

Date: August 16, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Finance & Administration

08/09/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Report on General Disbursements

Executive Summary:

June disbursement activity includes vendor check payments of \$5,934,087.16 and worker's compensation check payments of \$11,234.73. The total amount of ACH payments was \$1,824,180.57. The total amount of wire transfer payments (excluding payroll) was \$9,564,730.17. The total pay for the Board of Directors was \$5,285.76. The total pay for employees was \$1,425,630.52.

Staff's Recommendation:

Approve the total disbursements for the month of June 2017, in the amount of \$18,765,148.91.

Budget Impact: ^N *Budgeted (Y/N):* ^N *Amendment (Y/N):* ^N *Requested Amount:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

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.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

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.

Attachments:

Attachment 1 - Background

Background

Subject: Report on General Disbursements

Attachment	Payment Type	Amount
1	Vendor Checks	\$5,934,087.16
2	Workers' Comp Checks	\$11,234.73
3	Vendor ACHs	\$1,824,180.57
4	Vendor Wires (excludes Payroll)	\$9,564,730.17
5	Payroll-Net Pay-Directors	\$5,285.76
6	Payroll-Net Pay-Employees	\$1,425,630.52
Total Disbursements		\$18,765,148.91

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

Vendor	Amount	Description
MWD	\$5,577,557.73	April 2017 Water Purchase
CalPERS OPEB	\$2,000,000.00	OPEB Funding Liability
SWRCB	\$1,279,103.67	SRF Repayments # 9 - 110, #12 - 140
PERS	\$1,148,798.26	6/17 Hlth Ins; P/R 12,13, DIR 006 PERS Cont
I R S	\$651,129.62	P/R 12, 13, DIR 006 Taxes
KEMP BROS CONST	\$584,437.78	EN15008-Water Quality Lab 5/17 Pay Est 9
J F SHEA	\$538,315.45	EN16024 Pay Est 6, EN17040 Pay Est 5

Attachment 1

Vendor Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

07/25/2017 / 15:58:06
 User: CCAMPBRL
 Page: 1

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
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Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
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219426	2200083307	06/01/2017	USD	58.00	ABROTEK INC ATLANTA GA	06/06/2017
219427	2200083288	06/01/2017	USD	47.30	AIRGAS WEST INC PASADENA CA	06/05/2017
219428	2200083328	06/01/2017	USD	3,885.20	ALLIED UNIVERSAL SECURITY SERV PASADENA CA	06/05/2017
219429	2200083356	06/01/2017	USD	239.14	AMERICAN HERITAGE LIFE INSURANCE DALLAS TX	06/08/2017
219430	2200083349	06/01/2017	USD	1,659.37	ARBON EQUIPMENT CORPORATION CHICAGO IL	06/06/2017
219431	2200083330	06/01/2017	USD	226.06	AUTOZONE INC ATLANTA GA	06/07/2017
219432	2200083332	06/01/2017	USD	290.22	BAY CITY ELECTRIC WORKS POWAY CA	06/08/2017
219433	2200083361	06/01/2017	USD	300.00	BENDER, DEL UPLAND CA	06/06/2017
219434	2200083299	06/01/2017	USD	4,527.26	BRAGG CRANE SERVICE LONG BEACH CA	06/06/2017
219435	2200083354	06/01/2017	USD	141.00	BURRIEC WASTE INDUSTRIES INC FONTANA CA	06/08/2017
219436	2200083298	06/01/2017	USD	152.22	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	06/06/2017
219437	2200083336	06/01/2017	USD	24,875.01	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	06/06/2017
219438	2200083297	06/01/2017	USD	9,313.48	CAROLLO ENGINEERS INC SALT LAKE CITY UT	06/07/2017
219439	2200083295	06/01/2017	USD	356.60	CENTRAL CALIFORNIA INSTRUMENT BAKERSFIELD CA	06/07/2017
219440	2200083345	06/01/2017	USD	500.00	CENTRAL ELEMENTARY SCHOOL DIST RANCHO CUCAMONGA CA	06/13/2017
219441	2200083346	06/01/2017	USD	6,920.46	CHEMTRADE CHEMICALS US LLC DETROIT MI	06/06/2017
219442	2200083308	06/01/2017	USD	1,353.22	CHINO VALLEY UNIFIED SCHOOL DIST CHINO CA	06/06/2017
219443	2200083321	06/01/2017	USD	1,586.04	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/13/2017
219444	2200083278	06/01/2017	USD	76.03	CITY RENTALS INC ONTARIO CA	06/08/2017
219445	2200083317	06/01/2017	USD	2,126.99	CS-AMSCO HUNTINGTON BEACH CA	06/07/2017
219446	2200083337	06/01/2017	USD	148.07	D & H WATER SYSTEMS INC OCEANSIDE CA	06/08/2017
219447	2200083348	06/01/2017	USD	413.40	DAISY IT SUPPLIES SALES & SERV RANCHO CUCAMONGA CA	06/07/2017
219448	2200083344	06/01/2017	USD	18,927.71	DXP ENTERPRISES INC HOUSTON TX	06/06/2017
219449	2200083304	06/01/2017	USD	1,619.78	E Z PARTY RENTALS POMONA CA	06/06/2017
219450	2200083362	06/01/2017	USD	300.00	ETHRIDGE, MICHELLE UPLAND CA	06/07/2017
219451	2200083329	06/01/2017	USD	915.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	06/07/2017
219452	2200083323	06/01/2017	USD	2,104.63	FASTSIGNS ONTARIO CA	07/06/2017
219453	2200083339	06/01/2017	USD	57,924.10	FERREIRA COASTAL CONSTRUCTION BRANCBURG NJ	06/06/2017
219454	2200083280	06/01/2017	USD	1,799.15	FISHER SCIENTIFIC LOS ANGELES CA	06/05/2017
219455	2200083281	06/01/2017	USD	132.21	FLO SYSTEMS INC ANAHEIM HILLS CA	06/09/2017
219456	2200083318	06/01/2017	USD	444.33	FLSMITH USA INC DALLAS TX	06/08/2017
219457	2200083335	06/01/2017	USD	1,380.00	FONTANA UNIFIED SCHOOL DISTRICT FONTANA CA	06/19/2017
219458	2200083352	06/01/2017	USD	638.09	FONTANA WATER COMPANY FONTANA CA	06/08/2017
219459	2200083357	06/01/2017	USD	150.87	FRESQUEZ, ADRIAN CHINO HILLS CA	06/06/2017
219460	2200083355	06/01/2017	USD	1,749.58	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	06/09/2017
219461	2200083289	06/01/2017	USD	384.84	GRAINGER PALATINE IL	06/07/2017
219462	2200083347	06/01/2017	USD	22,869.07	HARTZELL AIR MOVEMENT PIQUIA OH	06/06/2017
219463	2200083282	06/01/2017	USD	1,761.60	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/09/2017
219464	2200083353	06/01/2017	USD	56,101.89	INLAND BIOENERGY LLC FONTANA CA	06/19/2017
219465	2200083319	06/01/2017	USD	500.00	INSIDE PLANTS INC CORONA CA	06/07/2017
219466	2200083325	06/01/2017	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	06/06/2017
219467	2200083283	06/01/2017	USD	3,418.79	JOHNSON POWER SYSTEMS LOS ANGELES CA	06/05/2017
219468	2200083342	06/01/2017	USD	1,000.00	JUAN F ZAMORA MURRIETA CA	06/05/2017

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219470	2200083284	06/01/2017	USD	109.95	LASER LINE RANCHO CUCAMONGA CA	06/19/2017	
219471	2200083303	06/01/2017	USD	13,425.00	LEE & RO INC CITY OF INDUSTRY CA	06/08/2017	
219472	2200083363	06/01/2017	USD	300.00	LEONARD, GISELA UPLAND CA	06/06/2017	
219473	2200083327	06/01/2017	USD	776.05	MAILFINANCE INC DALLAS TX	06/06/2017	
219474	2200083364	06/01/2017	USD	300.00	MALDONADO, ERNIE UPLAND CA	06/07/2017	
219475	2200083343	06/01/2017	USD	300.00	MALDONADO, ERNIE UPLAND CA	06/09/2017	
219476	2200083340	06/01/2017	USD	643.88	MANAGED MOBILE INC PLACENTIA CA	06/06/2017	
219477	2200083300	06/01/2017	USD	250.00	MICRONET COMMUNICATIONS INC PLANO TX	06/09/2017	
219478	2200083359	06/01/2017	USD	21.02	MIDPOINT BEARING ONTARIO CA	06/05/2017	
219479	2200083311	06/01/2017	USD	2,415.55	MORRIS, SHANEKA CHINO HILLS CA	06/14/2017	
219480	2200083341	06/01/2017	USD	6,800.00	NINYO & MOORE SAN DIEGO CA	06/06/2017	
219481	2200083279	06/01/2017	USD	1,716.00	O C VACUUM INC CITY OF INDUSTRY CA	06/07/2017	
219482	2200083292	06/01/2017	USD	2,299.00	OFFICE DEPOT PHOENIX AZ	06/13/2017	
219483	2200083365	06/01/2017	USD	376.20	PHELPS INDUSTRIAL PRODUCTIS INCELKRIDGE MD	06/06/2017	
219484	2200083334	06/01/2017	USD	300.00	PIPERSKY, TOM RANCHO CUCAMONGA CA	06/05/2017	
219485	2200083358	06/01/2017	USD	1,443.10	PMC ENGINEERING LLC DANBURY CT	06/06/2017	
219486	2200083301	06/01/2017	USD	405.00	PCMPA, JESSE CHINO HILLS CA	06/09/2017	
219487	2200083285	06/01/2017	USD	402.43	RED WING SHOE STORE UPLAND CA	06/09/2017	
219488	2200083315	06/01/2017	USD	8,287.75	RMA GROUP RANCHO CUCAMONGA CA	06/13/2017	
219489	2200083306	06/01/2017	USD	39,215.82	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	06/14/2017	
219490	2200083286	06/01/2017	USD	1,998.07	ROSEMOUNT INC CHICAGO IL	06/06/2017	
219491	2200083350	06/01/2017	USD	2,522.92	ROYAL WHOLESALE ELECTIRIC ORANGE CA	06/06/2017	
219492	2200083293	06/01/2017	USD	9,513.75	SHARON BROWNING & ASSOCIATES PACIFIC PALISADES CA		
219493	2200083287	06/01/2017	USD	61.14	SIGMA-ALDRICH INC ATLANTA GA	06/08/2017	
219494	2200083360	06/01/2017	USD	50.04	SMART & FINAL LOS ANGELES CA	06/09/2017	
219495	2200083351	06/01/2017	USD	57.03	SNIDER, LISA CHINO HILLS CA	06/06/2017	
219496	2200083290	06/01/2017	USD	75,201.62	SO CALIF EDISON ROSEMEAD CA	06/05/2017	
219497	2200083331	06/01/2017	USD	125.47	SOUTH COAST AQMD LOS ANGELES CA	06/05/2017	
219498	2200083331	06/01/2017	USD	1,170.00	STAFFING NETWORK LLC CAROL STREAM IL	06/06/2017	
219499	2200083294	06/01/2017	USD	230.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	06/07/2017	
219500	2200083302	06/01/2017	USD	137.37	SUNSHINE GROWERS NURSERY INC ONTARIO CA	06/07/2017	
219501	2200083338	06/01/2017	USD	3,980.03	THERMO ELECTRON NORTH AMERICA ATLANTA GA	06/06/2017	
219502	2200083324	06/01/2017	USD	195.00	THOMAS HARDER & CO INC ANAHEIM CA	06/06/2017	
219503	2200083296	06/01/2017	USD	150.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	06/09/2017	
219504	2200083316	06/01/2017	USD	1,881.64	TRUSSELL TECHNOLOGIES INC PASADENA CA	06/08/2017	
219505	2200083322	06/01/2017	USD	21,801.00	U S BANK FARGO ND	06/07/2017	
219506	2200083309	06/01/2017	USD	3,000.00	U S BANK NA MINNEAPOLIS MN	06/05/2017	
219507	2200083305	06/01/2017	USD	1,585.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/05/2017	
219508	2200083314	06/01/2017	USD	85.94	URIMAGE BLOOMINGTON CA	06/13/2017	
219509	2200083333	06/01/2017	USD	9,802.13	UTILIQUEST LLC ATLANTA GA	06/05/2017	
219510	2200083310	06/01/2017	USD	12,108.62	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	06/07/2017	
219511	2200083291	06/01/2017	USD	247.00	WATER ENVIRONMENT FEDERATION BOSTON MA	06/09/2017	
219512	2200083313	06/01/2017	USD	350.76	WORLDWIDE EXPRESS ALBANY NY	06/06/2017	
219512	2200083320	06/01/2017	USD	1,505.00	ZASIO ENTERPRISES INC EAGLE ID	06/09/2017	

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

07/25/2017 / 15:58:06
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219514	2200083455	06/08/2017	USD	522.00	AEROTEK INC ATLANTA GA	06/13/2017
219515	2200083423	06/08/2017	USD	452.23	AIRGAS WEST INC PASADENA CA	06/12/2017
219516	2200083498	06/08/2017	USD	5,250.00	ALS ENVIRONMENTAL DALLAS TX	06/15/2017
219517	2200083476	06/08/2017	USD	1,101.92	ALTA FOODCRAFT COFFEE LONG BEACH CA	06/14/2017
219518	2200083473	06/08/2017	USD	3,140.00	AMP MECHANICAL INC COSTA MESA CA	06/16/2017
219519	2200083522	06/08/2017	USD	129.27	ARGUELLES, ALEX CHINO HILLS CA	06/14/2017
219520	2200083503	06/08/2017	USD	100.00	ARMENDAREZ III, JESUS M FONTANA CA	
219521	2200083477	06/08/2017	USD	170.42	ASAP INDUSTRIAL SUPPLY FONTANA CA	06/13/2017
219522	2200083441	06/08/2017	USD	22.00	ASSOC SAN BERNARDINO CNTY SPECSAN BERNARDINO CA	06/19/2017
219523	2200083485	06/08/2017	USD	1,465.31	AUTOZONE INC ATLANTA GA	06/19/2017
219524	2200083453	06/08/2017	USD	890.00	BABCOCK LABORATORIES, INC RIVERSIDE CA	06/15/2017
219525	2200083523	06/08/2017	USD	12.26	BARBER, MICHAEL CHINO HILLS CA	06/30/2017
219526	2200083432	06/08/2017	USD	8,698.72	BLACK & VEATCH CORPORATION KANSAS CITY MO	06/14/2017
219527	2200083487	06/08/2017	USD	16,918.83	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	06/12/2017
219528	2200083471	06/08/2017	USD	680.00	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	06/13/2017
219529	2200083479	06/08/2017	USD	7,320.00	C BELOW INC CHINO CA	06/13/2017
219530	2200083429	06/08/2017	USD	83.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	06/22/2017
219531	2200083489	06/08/2017	USD	7,136.69	CALIFORNIA WATER TECHNOLOGIES SANTA FE SPRINGS CA	06/13/2017
219532	2200083529	06/08/2017	USD	271.89	CAMACHO, MICHAEL CHINO HILLS CA	06/12/2017
219533	2200083519	06/08/2017	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/13/2017
219534	2200083500	06/08/2017	USD	100.00	CETINA, LUIS H. RANCHO CUCAMONGA CA	06/14/2017
219535	2200083528	06/08/2017	USD	275.00	CHOU, RONALD CHINO HILLS CA	06/29/2017
219536	2200083469	06/08/2017	USD	490.54	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/20/2017
219537	2200083470	06/08/2017	USD	388.82	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/20/2017
219538	2200083517	06/08/2017	USD	436.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	06/20/2017
219539	2200083507	06/08/2017	USD	5,479.56	CITY OF CHINO CHINO CA	06/12/2017
219540	2200083427	06/08/2017	USD	269,401.19	CITY OF FONTANA FONTANA CA	06/14/2017
219541	2200083413	06/08/2017	USD	82.47	CITY RENTALS INC ONTARIO CA	06/16/2017
219542	2200083481	06/08/2017	USD	1,625.00	CIVIC PUBLICATIONS INC LA VERNE CA	06/14/2017
219543	2200083490	06/08/2017	USD	8,272.09	CIVILTEC ENGINEERING, INC. MONROVIA CA	06/13/2017
219544	2200083482	06/08/2017	USD	35,865.24	CONSERV CONSTRUCTION INC MENIFEE CA	06/14/2017
219545	2200083474	06/08/2017	USD	739.75	CRB SECURITY SOLUTIONS WESTMINSTER CA	06/14/2017
219546	2200083509	06/08/2017	USD	465.62	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	06/13/2017
219547	2200083449	06/08/2017	USD	84.00	DEPARTMENT OF HOUSING AND SACRAMENTO CA	06/27/2017
219548	2200083459	06/08/2017	USD	1,130.45	DESERT PUMPS AND PARTS INC BELLA VISTA AR	06/13/2017
219549	2200083502	06/08/2017	USD	19,701.60	DORGAN LEGAL SERVICES LLP PASADENA CA	06/20/2017
219550	2200083454	06/08/2017	USD	2,736.25	DUDEK & ASSOCIATES INC ENCINITAS CA	06/16/2017
219551	2200083499	06/08/2017	USD	45,967.65	DXP ENTERPRISES INC HOUSTON TX	06/14/2017
219552	2200083506	06/08/2017	USD	5,719.59	EBS GENERAL ENGINEERING INC CORONA CA	06/14/2017
219553	2200083531	06/08/2017	USD	81.43	ELIE, STEVE CHINO HILLS CA	06/14/2017
219554	2200083484	06/08/2017	USD	45.00	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX	06/13/2017
219555	2200083493	06/08/2017	USD	21,297.01	FERREIRA COASTAL CONSTRUCTION BRANCHEURG NJ	06/14/2017
219556	2200083415	06/08/2017	USD	4,422.57	FISHER SCIENTIFIC LOS ANGELES CA	06/29/2017

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219604	2200083420	06/08/2017	USD	19,337.25	RMA GROUP RANCHO CUCAMONGA CA	06/22/2017
219605	2200083472	06/08/2017	USD	100.00	ROGERS, PETER J CHINO HILLS CA	06/14/2017
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219607	2200083465	06/08/2017	USD	1,691.28	S&C ELECTRIC COMPANY CHICAGO IL	06/13/2017
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219611	2200083514	06/08/2017	USD	536.16	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	07/14/2017
219612	2200083462	06/08/2017	USD	53,244.06	SHI INTERNATIONAL CORP DALLAS TX	06/16/2017
219613	2200083431	06/08/2017	USD	2,414.13	SIGMA-ALDRICH INC ATLANTA GA	06/14/2017
219614	2200083510	06/08/2017	USD	266,177.92	SO CALIF EDISON ROSEMEAD CA	06/14/2017
219615	2200083511	06/08/2017	USD	1,031.84	SO CALIF GAS MONTEREY PARK CA	06/19/2017
219616	2200083426	06/08/2017	USD	158.24	SOUTH COAST AQMD DIAMOND BAR CA	06/16/2017
219617	2200083486	06/08/2017	USD	1,200.00	STAFFING NETWORK LLC CAROL STREAM IL	06/13/2017
219618	2200083463	06/08/2017	USD	8,892.00	STANTEC CONSULTING INC CHICAGO IL	06/13/2017
219619	2200083433	06/08/2017	USD	340.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	06/14/2017
219620	2200083488	06/08/2017	USD	100.00	STONE, DEBRA KAYE UPLAND CA	06/16/2017
219621	2200083505	06/08/2017	USD	1,096.90	SUNBELT SUPPLY CO DALLAS TX	06/13/2017
219622	2200083494	06/08/2017	USD	2,690.26	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA	06/14/2017
219623	2200083439	06/08/2017	USD	103.78	TELECYNE INSTRUMENTS INC CHICAGO IL	06/12/2017
219624	2200083440	06/08/2017	USD	810.00	TOM LODSON & ASSOCIATES SAN BERNARDINO CA	06/15/2017
219625	2200083464	06/08/2017	USD	18,362.31	TRAUTWEIN CONSTRUCTION INC RANCHO CUCAMONGA CA	06/27/2017
219626	2200083492	06/08/2017	USD	350.00	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	06/30/2017
219627	2200083450	06/08/2017	USD	515.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	06/12/2017
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219629	2200083516	06/08/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	06/14/2017
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219633	2200083497	06/08/2017	USD	100.00	VINCENT, TRISHA LYNN MONTCLAIR CA	06/15/2017
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219635	2200083525	06/08/2017	USD	710.61	WELBORN, ROCKY CHINO HILLS CA	06/15/2017
219636	2200083422	06/08/2017	USD	5,437.33	WEST VALLEY MOSQUITO AND ONTARIO CA	06/14/2017
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219694	2200083588	06/15/2017	USD	10,031.00	RITE-WAY ROOF CORPORATION FONTANA CA	06/20/2017
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219696	2200083559	06/15/2017	USD	747.50	RMA GROUP RANCHO CUCAMONGA CA	06/28/2017
219697	2200083617	06/15/2017	USD	456.59	ROWLAND UNIFIED SCHOOL DISTIRICROWLAND HEIGHTS CA	06/29/2017
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219712	2200083591	06/15/2017	USD	552.94	URIMAGE BLOOMINGTON CA	06/23/2017
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219731	2200083802	06/22/2017	USD	182.05	ASPRER, KEVIN CHINO HILLS CA	06/27/2017
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219733	2200083729	06/22/2017	USD	1,147.78	BERLIN PACKAGING LLC CHICAGO IL	06/27/2017
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219822	2200083765	06/22/2017	USD	350.00	SANTA CRUZ, VICTOR CHINO HILLS CA	06/28/2017
219823	2200083789	06/22/2017	USD	100.10	SCHERCK, JOHN CHINO HILLS CA	06/29/2017

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219903	2200084028	06/28/2017	USD	14,549.75	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	07/06/2017
219904	2200084029	06/28/2017	USD	50.29	MEDEIROS, SHAWN CHINO HILLS CA	07/07/2017
219905	2200084026	06/28/2017	USD	746.37	MILLER, ELMER L BLUE JAY CA	07/17/2017
219906	2200084031	06/28/2017	USD	264.47	NANGIA, SAPNA CHINO HILLS CA	07/14/2017
219907	2200083976	06/28/2017	USD	992.87	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	07/05/2017
219908	2200083974	06/28/2017	USD	376.50	OLSON HAGEL & FISHEURN LLP SACRAMENTO CA	07/06/2017
219909	2200084012	06/28/2017	USD	4,389.06	PACIFIC COURIERS INC FULLERTON CA	07/06/2017
219910	2200083972	06/28/2017	USD	1,987.20	PALM AUTO DETAIL INC COLTON CA	07/06/2017
219911	2200083950	06/28/2017	USD	775.05	PETE'S ROAD SERVICE FULLERTON CA	07/06/2017

Check Register

Bank		CBB		CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149					
Acct number		CHECK		231167641			
Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
219912	2200083952	06/28/2017	USD	404.46	PETTY CASH EXPENDITURES CHINO CA		07/05/2017
219913	2200084006	06/28/2017	USD	878.45	PMC ENGINEERING LLC DANBURY CT		07/06/2017
219914	2200084011	06/28/2017	USD	448.11	POMONA UNIFIED SCHOOL DISTRICTPOMONA CA		
219915	2200083978	06/28/2017	USD	2,638.92	PONTON INDUSTRIES INC YORBA LINDA CA		07/10/2017
219916	2200084009	06/28/2017	USD	484.53	PREMIUM PROMOTIONALS UPLAND CA		07/14/2017
219917	2200084015	06/28/2017	USD	15,251.05	PRIORITY BUILDING SERVICES LLCBREA CA		07/05/2017
219918	2200083944	06/28/2017	USD	290.50	RAYNE WATER CONDITIONING COVINA CA		07/03/2017
219919	2200083940	06/28/2017	USD	309.78	REM LOCK & KEY ONTARIO CA		07/07/2017
219920	2200083983	06/28/2017	USD	11,223.00	RMC WATER AND ENVIRONMENT WALNUT CREEK CA		07/06/2017
219921	2200083945	06/28/2017	USD	14,093.62	ROYAL WHOLESALE ELECTRIC ORANGE CA		07/06/2017
219922	2200083970	06/28/2017	USD	445.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA		07/11/2017
219923	2200084020	06/28/2017	USD	629.70	SO CALIF EDISON ROSEMEAD CA		07/05/2017
219924	2200084021	06/28/2017	USD	176.00	SO CALIF GAS MONTEREY PARK CA		07/11/2017
219925	2200084004	06/28/2017	USD	1,260.00	STAFFING NETWORK LLC CAROL STREAM IL		07/05/2017
219926	2200083986	06/28/2017	USD	920.00	STANTEC CONSULTING INC CHICAGO IL		07/03/2017
219927	2200083946	06/28/2017	USD	38.29	STATE BOARD OF EQUALIZATION SACRAMENTO CA		07/10/2017
219928	2200084017	06/28/2017	USD	385.41	STORETRIEVE LLC MONTEBELLO CA		07/05/2017
219929	2200084010	06/28/2017	USD	464.04	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA		07/11/2017
219930	2200083975	06/28/2017	USD	3,890.17	SYSTEMS SOURCE INC IRVINE CA		07/03/2017
219931	2200083968	06/28/2017	USD	6,391.79	TELEDYNE INSTRUMENTS INC CHICAGO IL		07/03/2017
219932	2200083954	06/28/2017	USD	9,064.37	TEIRA TECH INC DENVER CO		07/03/2017
219933	2200083992	06/28/2017	USD	1,012.50	THOMAS HARDER & CO INC ANAHEIM CA		07/06/2017
219934	2200084014	06/28/2017	USD	8,827.50	TKE ENGINEERING INC RIVERSIDE CA		07/17/2017
219935	2200083969	06/28/2017	USD	200.00	TOM DODSON & ASSOCIATES SAN BERNARDINO CA		07/05/2017
219936	2200083987	06/28/2017	USD	14,062.68	TRAUTWEIN CONSTRUCTION INC RANCHO CUCAMONGA CA		07/07/2017
219937	2200083973	06/28/2017	USD	252.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA		07/03/2017
219938	2200083947	06/28/2017	USD	348.00	UNDERGROUND SERVICE ALERT/SC CORONA CA		07/11/2017
219939	2200083981	06/28/2017	USD	26.94	URIMAGE BLOOMINGTON CA		07/06/2017
219940	2200084005	06/28/2017	USD	11,154.75	UTILIQUEST LLC ATLANTA GA		07/03/2017
219941	2200084016	06/28/2017	USD	24,955.74	VIRAMONITES EXPRESS INC CORONA CA		07/14/2017
219942	2200083948	06/28/2017	USD	1,517.12	WAXIE SANITARY SUPPLY LOS ANGELES CA		07/03/2017
219943	2200083991	06/28/2017	USD	5,476.50	WESTIN ENGINEERING INC RANCHO CORDOVA CA		07/06/2017
219944	2200083980	06/28/2017	USD	206.16	WORLDWIDE EXPRESS ALBANY NY		07/05/2017
219945	2200084059	06/29/2017	USD	239.14	AMERICAN HERITAGE LIFE INSURANDALLAS TX		07/10/2017
219946	2200084066	06/29/2017	USD	9.89	BARBER, MICHAEL CHINO HILLS CA		06/30/2017
219947	2200084070	06/29/2017	USD	448.22	CAMACHO, MICHAEL CHINO HILLS CA		07/03/2017
219948	2200084061	06/29/2017	USD	347.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC		07/05/2017
219949	2200084063	06/29/2017	USD	25.00	CONSECO LIFE INSURANCE COMPANYATLANTA GA		07/10/2017
219950	2200084071	06/29/2017	USD	26.64	ELIE, STEVE CHINO HILLS CA		07/21/2017
219951	2200084056	06/29/2017	USD	250.00	EUROFINS EATON ANALYTICAL, INGRAPEVINE TX		07/05/2017
219952	2200084065	06/29/2017	USD	2,234.04	FIDELITY SECURITY LIFE INSURANCINCINNATI OH		07/06/2017
219953	2200084053	06/29/2017	USD	3,704.84	HACH COMPANY CHICAGO IL		07/03/2017
219954	2200084067	06/29/2017	USD	2,702.87	HEATH, SHARYL CHINO HILLS CA		06/30/2017
219955	2200084073	06/29/2017	USD	13.59	HODGES, BRANDEN CHINO HILLS CA		07/07/2017

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Bank							ONTARIO CA 917610000
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Bank Key		122234149					
Acct number		CHECK	231167641				
Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
219956	2200084051	06/29/2017	USD	731.02	HOME DEPOT CREDIT SERVICES DES MOINES IA	07/10/2017	
219957	2200084064	06/29/2017	USD	281.00	LEGALSHIELD ADA OK	07/11/2017	
219958	2200084072	06/29/2017	USD	7.50	MCOORKELL, GREGORY CHINO HILLS CA		
219959	2200084074	06/29/2017	USD	68.21	PARKER, KATI CHINO HILLS CA	07/05/2017	
219960	2200084062	06/29/2017	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	07/05/2017	
219961	2200084052	06/29/2017	USD	404.64	PETTY CASH EXPENDITURES CHINO CA	07/05/2017	
219962	2200084058	06/29/2017	USD	8,022.58	SO CALIF EDISON ROSEMEAD CA	07/05/2017	
219963	2200084068	06/29/2017	USD	275.00	TANG, KEVIN CHINO CA	07/03/2017	
219964	2200084057	06/29/2017	USD	213.41	TRANSENE COMPANY INC DANVERS MA	07/11/2017	
219965	2200084054	06/29/2017	USD	21,758.63	U S BANK ST LOUIS MO	07/14/2017	
219966	2200084069	06/29/2017	USD	8.07	VASQUEZ, RUBEN CHINO HILLS CA	07/07/2017	
219967	2200084055	06/29/2017	USD	916.99	WEATHERITE CORPORATION WALNUT CA	07/05/2017	
219968	2200084060	06/29/2017	USD	2,618.70	WESTERN DENIAL PLAN ORANGE CA	07/06/2017	
* Payment method Check			USD	5,932,974.16			

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Bank	CEB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key	122234149					
Acct number	CHECK	231167641				
Separate Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
219638	2200083444	06/08/2017	USD	371.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	06/27/2017
219722	2200083585	06/15/2017	USD	371.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	06/27/2017
219723	2200083586	06/15/2017	USD	371.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	06/27/2017
* Payment method Separate Check			USD	1,113.00		

Total of all entries

Check Register

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Check number from to	Payment	Pmt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	5,934,087.16		

Attachment 2

Workers' Comp Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

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Bank		CBB		CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149					
Acct number		WCCMP		231159290			
Checks created manually							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
04792	2200083812	06/07/2017	USD	451.47	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/13/2017	
04793	2200083813	06/15/2017	USD	967.50	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/20/2017	
04794	2200083814	06/15/2017	USD	94.95	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/26/2017	
04795	2200083815	06/15/2017	USD	306.70	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/20/2017	
04796	2200083816	06/15/2017	USD	32.50	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/22/2017	
04797	2200083817	06/15/2017	USD	5.20	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	05/22/2017	
04798	2200083818	06/15/2017	USD	32.69	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/22/2017	
04799	2200083819	06/15/2017	USD	18.82	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/19/2017	
04800	2200083820	06/22/2017	USD	2,975.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/26/2017	
04801	2200083821	06/22/2017	USD	6,090.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/27/2017	
04802	2200083822	06/22/2017	USD	247.90	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	06/27/2017	
04803	2200084075	06/28/2017	USD	12.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	07/03/2017	
* Payment method Checks created manually			USD	11,234.73			

Total of all entries

Check Register

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	11,234.73		

Attachment 3

Vendor ACHs

Check	Payee / Description		Amount
ACH	AQUA BEN CORPORATION		
	RP1-18,400 Lbs Polymer 750A	35786	24,695.27
	DAFT-4,600 Lbs Polymer 748E	35785	4,064.33

	AQUA BEN CORPORATION	\$	28,759.60
ACH	NAPA GENUINE PARTS COMPANY		
	Air Filters, Oil Filters, Fuel Filters	223215	1,346.14
	LED Trailer Lamp	220346	90.42
	Antifreeze Tester	220527	10.69
	2 Core Deposits Refunded	214766	38.79-
	4 Core Deposits Refunded	212288	311.04-
	Refund Core Deposit—See Invoice 815704	816223	66.51-

	NAPA GENUINE PARTS COMPANY	\$	1,030.91
ACH	UNIVAR USA INC		
	CCWRP-12,856 Lbs Sodium Bisulfite	LA540362	2,776.05

	UNIVAR USA INC	\$	2,776.05
ACH	ENVIRONMENTAL RESOURCES ASSOC		
	Pesticides, Semivolatiles	828392	602.08

	ENVIRONMENTAL RESOURCES ASSOC	\$	602.08
ACH	MCMASTER-CARR SUPPLY CO		
	Thread Repairing Tap & Die	31362983	404.20

	MCMASTER-CARR SUPPLY CO	\$	404.20
ACH	LA OPINION		
	PI-Water Conservation Ads-4/7-4/19	107290417	6,250.00

	LA OPINION	\$	6,250.00
ACH	OLIN CORP		
	CCWRP-3,028 Gals Sodium Hypochlorite	2329566	1,725.96
	TP1-4,914 Gals Sodium Hypochlorite	2331686	2,800.98
	CCWRP-3,008 Gals Sodium Hypochlorite	2331385	1,714.56
	TP1-4,972 Gals Sodium Hypochlorite	2331384	2,834.04
	TP1-4,956 Gals Sodium Hypochlorite	2330702	2,824.92
	RP5-4,934 Gals Sodium Hypochlorite	2330127	2,812.38
	TP1-4,952 Gals Sodium Hypochlorite	2329567	2,822.64

	OLIN CORP	\$	17,535.48
ACH	OVIVO USA LLC		
	Skimming Device Assys	8471171	3,410.31

	OVIVO USA LLC	\$	3,410.31
ACH	TRIBOLOGIK CORPORATION		
	Oil Analysis	32793	120.00
	Oil Analysis	32792	150.00

	TRIBOLOGIK CORPORATION	\$	270.00

Check	Payee / Description	Amount
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-4/1-4/30 14950 Tlphn 2046 4/17 RP2/RP5-4/1-4/30 16400 El Prado Rd 2044 4/17 RP1-4/1-4/30 2450 Phila St 2042 4/17	37,921.87 6,445.42 108,014.34 --- SHELL ENERGY NORTH AMERICA LP \$ 152,381.63
ACH	SHELL ENERGY NORTH AMERICA LP 4/17 Gas Commodity-Non Core 2930767 4/17 Gas Cmmnty-Core,2/17 Adj 1100002880304	1,782.00 1,194.81 --- SHELL ENERGY NORTH AMERICA LP \$ 2,976.81
ACH	ICMA RETIREMENT TRUST 457 P/R 12 6/9/17 Deferred Comp Ded HR 0056200	15,673.34 --- ICMA RETIREMENT TRUST 457 \$ 15,673.34
ACH	LINCOLN NATIONAL LIFE INS CO P/R 12 6/9/17 Deferred Comp Ded HR 0056200	25,077.53 --- LINCOLN NATIONAL LIFE INS CO \$ 25,077.53
ACH	ICMA RETIREMENT TRUST 401 P/R 12 6/9/17 Exec Deferred Comp HR 0056200	8,556.47 --- ICMA RETIREMENT TRUST 401 \$ 8,556.47
ACH	AQUA BEN CORPORATION RP2-13,800 Lbs Polymer 748E 35824 DAFT-4,600 Lbs Polymer 748E 35816 RP1-16,100 Lbs Polymer 750A 35817	12,192.99 4,064.33 21,608.36 --- AQUA BEN CORPORATION \$ 37,865.68
ACH	HASCO OIL COMPANY, INC. RP5-Mobil Delvac 1300 Super 15W40-5 Drum 0210555-IN	7,151.06 --- HASCO OIL COMPANY, INC. \$ 7,151.06
ACH	NAPA GENUINE PARTS COMPANY NAPA Battery, Core Deposit 224214 Air Filters,Oil Filters,Fuel Filters 223698	587.40 1,335.11 --- NAPA GENUINE PARTS COMPANY \$ 1,922.51
ACH	SANTA ANA WATERSHED April 2017 Truck Discharge 9043	2,416.75 --- SANTA ANA WATERSHED \$ 2,416.75
ACH	MCMaster-CARR SUPPLY CO Solar Panel Charger for Larg Cell Batter 32672417 Batteries,Wire,Blades,Enclosure,Screws 32521293 Lockout Padlocks 32682047	325.88 561.58 168.40 --- MCMaster-CARR SUPPLY CO \$ 1,055.86
ACH	PARSONS WATER & INFRASTRUCTURE	

Check	Payee / Description	Amount
	EN13016-1/28-4/28 Prof Svcs 1705A320	3,708.50
	PARSONS WATER & INFRASTRUCTURE\$	3,708.50
ACH	PEST OPTIONS INC March 2017 GWR Weed Abatement Services 274108	6,034.32
	PEST OPTIONS INC \$	6,034.32
ACH	OLIN CORP CCWRP-3,004 Gals Sodium Hypochlorite 2332880	1,712.28
	TP1-4,880 Gals Sodium Hypochlorite 2332881	2,781.60
	RP5-4,904 Gals Sodium Hypochlorite 2333527	2,795.28
	TP1-4,964 Gals Sodium Hypochlorite 2334187	2,829.48
	TP1-4,972 Gals Sodium Hypochlorite 2334809	2,834.04
	CCWRP-4,898 Gals Sodium Hypochlorite 2334811	2,791.86
	TP1-4,970 Gals Sodium Hypochlorite 2335078	2,832.90
	TP1-4,908 Gals Sodium Hypochlorite 2335691	2,797.56
	OLIN CORP \$	21,375.00
ACH	GK & ASSOCIATES INC 46-2054-4/17 Prof Svcs 17-027	14,560.00
	GK & ASSOCIATES INC \$	14,560.00
ACH	DAVE'S PLUMBING 5 Water Softener Removal 5/2017 5144	1,225.00
	WR16017-5/2017 Replace PRV, Adjustment P 5141	5,728.10
	DAVE'S PLUMBING \$	6,953.10
ACH	SEAL ANALYTICAL INC BlockDigestionSys, Stoppers, Cooling Stand 33679	8,281.67
	SEAL ANALYTICAL INC \$	8,281.67
ACH	AMAZON BUSINESS Label Tape, Clorox Wipes 0773-W6XY-5B7	18.53
	Avery Labels ONK6-BTW3-420	4.81
	Headset, Pens, Labels 0773-W6XY-24Y	85.14
	Aerobic Stepper, Braided Cable Sleeve ONQ9-GSQ-5BJ	48.79
	Label Tape OHOX-NS32-366	12.98
	Disposable Cleaning Duster ONQ9-GSQ-0PG	13.12
	12 Banker Boxes 0773-W6XY-2FY	56.62
	AMAZON BUSINESS \$	239.99
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 12 6/9/17 Employee Ded HR 0056200	183.00
	HR 0056100	12.00
	IEUA EMPLOYEES' ASSOCIATION \$	195.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 12 6/9/17 Employee Ded HR 0056200	345.00
	IEUA SUPERVISORS UNION ASSOCIA\$	345.00

Check	Payee / Description	Amount
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 12 6/9/17 Employee Ded	HR 0056200 1,156.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,156.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 12 6/9/17 Employee Ded	HR 0056200 490.00
	IEUA PROFESSIONAL EMPLOYEES ASS\$	490.00
ACH	DISCOVERY BENEFITS INC P/R 12 6/9/17 Cafeteria Plan	HR 0056200 3,178.93
	DISCOVERY BENEFITS INC \$	3,178.93
ACH	UNIVAR USA INC RP5-12,897.20 Lbs Sodium Bisulfite TP1-12,917.68 Lbs Sodium Bisulfite	LA540730 2,784.91 LA540398 2,789.32
	UNIVAR USA INC \$	5,574.23
ACH	AQUA BEN CORPORATION RP2-9,200 Lbs Polymer 748E	35862 8,128.66
	AQUA BEN CORPORATION \$	8,128.66
ACH	HASCO OIL COMPANY, INC. RP5-Mobil Grease XHP 222-10 Pks	0210723-IN 546.44
	HASCO OIL COMPANY, INC. \$	546.44
ACH	NAPA GENUINE PARTS COMPANY Oil Filters,Air Filters,Fuel Filters,Del 224479	779.64
	NAPA GENUINE PARTS COMPANY \$	779.64
ACH	SANTA ANA WATERSHED April 2017 Service	9049 148,419.42
	SANTA ANA WATERSHED \$	148,419.42
ACH	UNIVAR USA INC RP5-13,064 Lbs Sodium Bisulfite	LA543340 2,820.85
	UNIVAR USA INC \$	2,820.85
ACH	PACIFIC PARTS & CONTROLS Cooling Fan	I413297 119.77
	PACIFIC PARTS & CONTROLS \$	119.77
ACH	EMEDCO INC 54 Fire Extinguishers	9334137165 1,154.53
	EMEDCO INC \$	1,154.53
ACH	WESTERN MUNICIPAL WATER DISTRI WR16011-4/1/17-4/30/17 249 Sprinkler Noz IEUA-1366	896.40

Check	Payee / Description		Amount
	WESTERN MUNICIPAL WATER DISTRI\$		896.40
ACH	MCMASTER-CARR SUPPLY CO		
	Steel Countersink for Lathe	33912180	76.65
	Steel Countersink Three Flute	33795885	172.55
	SS Routing Clamp	34012445	50.50

	MCMASTER-CARR SUPPLY CO	\$	299.70
ACH	OLIN CORP		
	TP1-4,904 Gals Sodium Hypochlorite	2339160	2,795.28
	TP1-4,970 Gals Sodium Hypochlorite	2338496	2,832.90
	TP1-4,934 Gals Sodium Hypochlorite	2338194	2,812.38
	TP1-4,926 Gals Sodium Hypochlorite	2337635	2,807.82
	TP1-4,974 Gals Sodium Hypochlorite	2336391	2,835.18
	CCWRP-4,858 Gals Sodium Hypochlorite	2336393	2,769.06
	RP5-4,922 Gals Sodium Hypochlorite	2337043	2,805.54

	OLIN CORP	\$	19,658.16
ACH	TRIBOLOGIK CORPORATION		
	RP1Mnt-Oil Analysis	33217	240.00
	RP1Mnt-Oil Analysis	33218	60.00

	TRIBOLOGIK CORPORATION	\$	300.00
ACH	JC LAW FIRM		
	4/17 Watermaster	00247	25,770.00
	4/17 General Legal	00241	27,735.00
	4/17 Regional Contract	00244	17,280.00
	4/17 RCA Legal	00242	950.00
	4/17 IEUA vs RP1 Ontario Airport PlumE	00243	150.00
	4/17 IEUA vs SAWPA SARCCUP	00245	4,875.00
	4/17 Santa Ana River	00246	120.00

	JC LAW FIRM	\$	76,880.00
ACH	US BANK - PAYMENT PLUS		
	100319 MISSION REPROGRAPHICS	2200082990	407.36
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200082989	22,141.30
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200082890	1,183.62
	100319 MISSION REPROGRAPHICS	2200082891	457.40

	US BANK - PAYMENT PLUS	\$	24,189.68
ACH	AMAZON BUSINESS		
	Standing Desk, Monitor Arm, Floor Mat	0V5X-05LQ-98S	808.12

	AMAZON BUSINESS	\$	808.12
ACH	SHELL ENERGY NORTH AMERICA LP		
	5/17 Gas Cmmdty-Core, 3/17 Adj	1100002880305	1,222.79

	SHELL ENERGY NORTH AMERICA LP	\$	1,222.79
ACH	SOLAR STAR CALIFORNIA V LLC		
	CCWRP/TP/RWPS-4/1-4/30 14950 Telephone A	M0613-1217576	13,327.62
	RP1-4/1-4/30 2450 Phila St	M0615-1217578	20,687.54
	RP1-4/1-4/30 2450 Phila St	M0616-1217579	4,347.96

Check	Payee / Description	Amount
	SOLAR STAR CALIFORNIA V LLC \$	38,363.12
ACH	ICMA RETIREMENT TRUST 457 P/R 13 6/23 Deferred Comp Ded HR 0056400	15,631.93
	ICMA RETIREMENT TRUST 457 \$	15,631.93
ACH	LINCOLN NATIONAL LIFE INS CO P/R 13 6/23 Deferred Comp Ded HR 0056400	23,568.04
	LINCOLN NATIONAL LIFE INS CO \$	23,568.04
ACH	ICMA RETIREMENT TRUST 401 P/R 13 6/23 Exec Deferred Comp HR 0056400	8,397.18
	ICMA RETIREMENT TRUST 401 \$	8,397.18
ACH	HASCO OIL COMPANY, INC. RP5-Mobil Delvac 1300 Super 15W40-1 Drum 0210891-IN	1,551.17
	HASCO OIL COMPANY, INC. \$	1,551.17
ACH	NAPA GENUINE PARTS COMPANY Marine Battery, Core Deposit, Envro Fee 225165	2,321.54
	NAPA GENUINE PARTS COMPANY \$	2,321.54
ACH	SANTA ANA WATERSHED 2017-2018 Brine Line Permit Fees 9055	5,950.00
	SANTA ANA WATERSHED \$	5,950.00
ACH	UNIVAR USA INC TP1-13,188 Lbs Sodium Bisulfite LA544238	2,847.72
	UNIVAR USA INC \$	2,847.72
ACH	AGRICULTURAL RESOURCES 7/17 Wtr Quality Consult 7/17 WTR QLTY	3,500.00
	AGRICULTURAL RESOURCES \$	3,500.00
ACH	BENTLY NEVADA LLC 1 General Purpose Monitor 1010316319	4,160.23
	BENTLY NEVADA LLC \$	4,160.23
ACH	OLIN CORP TP1-4,924 Gals Sodium Hypochlorite 2342365	2,806.68
	TP1-4,882 Gals Sodium Hypochlorite 2342038	2,782.74
	CCWRP-2,992 Gals Sodium Hypochlorite 2341768	1,705.44
	RP5-2,998 Gals Sodium Hypochlorite 2341133	1,708.86
	RP5-4,952 Gals Sodium Hypochlorite 2340506	2,822.64
	TP1-4,980 Gals Sodium Hypochlorite 2340507	2,838.60
	CCWRP-3,010 Gals Sodium Hypochlorite 2339761	1,715.70
	TP1-4,956 Gals Sodium Hypochlorite 2339762	2,820.36
	OLIN CORP \$	19,201.02

Check	Payee / Description	Amount
ACH	KAMBRIAN CORPORATION ISS-MS Project Pro Annual Lic Renewal 14544	5,347.40
	KAMBRIAN CORPORATION \$	5,347.40
ACH	AMAZON BUSINESS Cordless Compact Drill 0KD6-792J-5GR	106.67
	AMAZON BUSINESS \$	106.67
ACH	SHELL ENERGY NORTH AMERICA LP 5/17 Gas Commodity-Non Core 2944214	1,188.00
	SHELL ENERGY NORTH AMERICA LP \$	1,188.00
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 13 6/23 Employee Ded HR 0056400	183.00
	IEUA EMPLOYEES' ASSOCIATION \$	183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 13 6/23 Employee Ded HR 0056400	315.00
	IEUA SUPERVISORS UNION ASSOCIA\$	315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 13 6/23 Employee Ded HR 0056400	1,106.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,106.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 13 6/23 Employee Ded HR 0056400	450.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	450.00
ACH	DISCOVERY BENEFITS INC P/R 13 6/23 Cafeteria Plan HR 0056400	3,178.93
	DISCOVERY BENEFITS INC \$	3,178.93
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem HEALTH PREM	472.96
	ESTRADA, JIMMIE J \$	472.96
ACH	LICHTI, ALICE Reim Monthly Health Prem HEALTH PREM	172.48
	LICHTI, ALICE \$	172.48
ACH	MORASSE, EDNA Reim Monthly Health Prem HEALTH PREM	172.48
	MORASSE, EDNA \$	172.48
ACH	NOWAK, THEO T Reim Monthly Health Prem HEALTH PREM	472.96

Check	Payee / Description	Amount
	NOWAK, THEO T	\$ 472.96
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 172.48
	SONNENBURG, ILSE	\$ 172.48
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 172.48
	DYKSTRA, BETTY	\$ 172.48
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 172.48
	TORRES, ROBERT G	\$ 172.48
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 172.48
	MUELLER, CAROLYN	\$ 172.48
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 172.48
	GRIFFIN, GEORGE	\$ 172.48
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 172.48
	CANADA, ANGELA	\$ 172.48
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 172.48
	CUPERSMITH, LEIZAR	\$ 172.48
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 300.48
	DELGADO-ORAMAS JR, JOSE	\$ 300.48
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 150.24
	GRANGER, BRANDON	\$ 150.24
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 150.24
	GADDY, CHARLES L	\$ 150.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 22.24
	BAKER, CHRIS	\$ 22.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 128.00

Check	Payee / Description	Amount
	WEBB, DANNY C	\$ 128.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 150.24
	HUMPHREYS, DEBORAH E	\$ 150.24
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 150.24
	MOUAT, FREDERICK W	\$ 150.24
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 128.00
	MORGAN, GARTH W	\$ 128.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 22.24
	ALLINGHAM, JACK	\$ 22.24
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 437.19
	MAZUR, JOHN	\$ 437.19
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	RUDDER, LARRY	\$ 22.24
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 128.00
	HAMILTON, MARIA	\$ 128.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.48
	PICENO, TONY	\$ 172.48
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 22.24
	RAMOS, CAROL	\$ 22.24
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 128.00
	FISHER, JAY	\$ 128.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 22.24
	KING, PATRICK	\$ 22.24
ACH	HOWARD, ROBERT JAMES	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	22.24
	HOWARD, ROBERT JAMES	\$	22.24
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM	128.00
	DIETZ, JUDY	\$	128.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM	150.24
	DAVIS, GEORGE	\$	150.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM	22.24
	MONZAVI, TAGHI	\$	22.24
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM	172.48
	PETERSEN, KENNETH	\$	172.48
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM	172.48
	TRAUTERMAN, HELEN	\$	172.48
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM	874.37
	TIEGS, KATHLEEN	\$	874.37
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM	772.02
	DIGGS, GEORGE	\$	772.02
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM	472.96
	HAYES, KENNETH	\$	472.96
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM	150.24
	HUNTON, STEVE	\$	150.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM	150.24
	RODRIGUEZ, LOUIS	\$	150.24
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM	573.89
	VARBEL, VAN	\$	573.89

Check	Payee / Description		Amount
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM	445.89
	CLIFTON, NEIL	\$	445.89
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM	128.00
	DELGADO, FRANCOIS	\$	128.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM	573.89
	WELLMAN, JOHN THOMAS	\$	573.89
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM	20.62
	SPEARS, SUSAN	\$	20.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM	172.48
	TROXEL, WYATT	\$	172.48
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM	437.19
	CORLEY, WILLIAM	\$	437.19
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM	342.34
	CALLAHAN, CHARLES	\$	342.34
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM	172.48
	LESNIAKOWSKI, NORBERT	\$	172.48
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM	470.34
	VER STEEG, ALLEN J	\$	470.34
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM	437.19
	HACKNEY, GARY	\$	437.19
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM	22.24
	CAREL, LARRY	\$	22.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM	322.01
	TOL, HAROLD	\$	322.01

Check	Payee / Description	Amount
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 471.54
	BANKSTON, GARY	\$ 471.54
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 128.00
	ATWATER, RICHARD	\$ 128.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 450.01
	FIESTA, PATRICIA	\$ 450.01
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 900.02
	DIGGS, JANET	\$ 900.02
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 158.95
	CARAZA, TERESA	\$ 158.95
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 472.96
	ANDERSON, JOHN	\$ 472.96
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 779.40
	SANTA CRUZ, JACQUELYN	\$ 779.40
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 22.24
	HECK, ROSELYN	\$ 22.24
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 300.48
	SOPICKI, LEO	\$ 300.48
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 322.01
	HERNANDEZ, BENJAMIN	\$ 322.01
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 128.00
	GOSE, ROSEMARY	\$ 128.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 128.00

Check	Payee / Description	Amount
	KEHL, BARRETT	\$ 128.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 128.00
	RITCHIE, JANN	\$ 128.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 445.89
	LONG, ROCKWELL DEE	\$ 445.89
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 128.00
	FATTAHI, MIR	\$ 128.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 300.48
	VERGARA, FLORENTINO	\$ 300.48
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 172.48
	WARMAN, RALPH	\$ 172.48
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 172.48
	ROGERS, SHIRLEY	\$ 172.48
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 286.95
	WALL, DAVID	\$ 286.95
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 150.24
	CHUNG, MICHAEL	\$ 150.24
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 172.48
	ADAMS, PAMELA	\$ 172.48
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 1,019.78
	BLASINGAME, MARY	\$ 1,019.78
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 22.24
	ANDERSON, KENNETH	\$ 22.24
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 22.24

Check	Payee / Description	Amount
	MOE, JAMES	\$ 22.24
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 746.06
	POLACEK, KEVIN	\$ 746.06
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 286.95
	ELROD, SONDR	\$ 286.95
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 171.77
	FRAZIER, JACK	\$ 171.77
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	HOAK, JAMES	\$ 128.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 171.77
	DEZHAM, PARIVASH	\$ 171.77
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 158.95
	FOLEY III, DANIEL J.	\$ 158.95
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	CLEVELAND, JAMES	\$ 128.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 238.70
	LANGNER, CAMERON	\$ 238.70
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 158.95
	HAMILTON, LEANNE	\$ 158.95
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 128.00
	HOOSHMAND, RAY	\$ 128.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 128.00
	SCHLAPKOHL, JACK	\$ 128.00
ACH	POOLE, PHILLIP	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	171.77
	POOLE, PHILLIP	\$	171.77
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM	150.24
	ADAMS, BARBARA	\$	150.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM	481.35
	RUESCH, GENECE	\$	481.35
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM	471.54
	VANDERPOOL, LARRY	\$	471.54
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	573.89
	AMBROSE, JEFFREY	\$	573.89
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	286.95
	MERRILL, DIANE	\$	286.95
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM	620.58
	HOUSER, ROD	\$	620.58
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM	158.95
	RUSSO, VICKI	\$	158.95
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM	445.89
	HUSS, KERRY	\$	445.89
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM	618.06
	BINGHAM, GREGG	\$	618.06
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM	128.00
	CHARLES, DAVID	\$	128.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM	128.00
	YEBOAH, ERNEST	\$	128.00

Check	Payee / Description	Amount
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 309.19
	ALVARADO, ROSEMARY	\$ 309.19
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 128.00
	BARELA, GEORGE	\$ 128.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 746.06
	FETZER, ROBERT	\$ 746.06
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 158.95
	SPAETH, ERIC	\$ 158.95
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 158.95
	DAVIS, MARTHA	\$ 158.95
ACH	BRULE, CHRISTOPHER Reim Monthly Health Prem	HEALTH PREM 158.95
	BRULE, CHRISTOPHER	\$ 158.95
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM 445.89
	ROOS, JAMES	\$ 445.89
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM 286.95
	MULLANEY, JOHN	\$ 286.95
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM 445.89
	VALENZUELA, DANIEL	\$ 445.89
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 891.78
	PACE, BRIAN	\$ 891.78
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM 128.00
	KING, JOSEPH	\$ 128.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM 158.95
	VILLALOBOS, HECTOR	\$ 158.95

Check	Payee / Description		Amount
ACH	AQUA BEN CORPORATION		
	DAFT-4,600 Lbs Polymer 748E	35895	4,064.33
	RP1-16,100 Lbs Polymer 750A	35896	21,608.36
	DAFT-4,600 Lbs Polymer 748E	35846	4,064.33
	RP1-16,100 Lbs Polymer 750A	35847	21,608.36
	DAFT-4,600 Lbs Polymer 748E	35886	4,064.33
	RP1-16,100 Lbs Polymer 750A	35887	21,608.36
	AQUA BEN CORPORATION	\$	77,018.07
ACH	HASCO OIL COMPANY, INC.		
	RP5-Mobil SHC 630	0210916-IN	4,052.63
	RP5-Mobilux EP-2 - 1 Keg	0211147-IN	867.41
	HASCO OIL COMPANY, INC.	\$	4,920.04
ACH	NAPA GENUINE PARTS COMPANY		
	Air Filters,Napa Oil,Antifreeze,Trans Fl 225587		487.49
	NAPA GENUINE PARTS COMPANY	\$	487.49
ACH	UNIVAR USA INC		
	TP1-12,812 Lbs Sodium Bisulfite	LA546993	2,766.46
	CCWRP-12,991 Lbs Sodium Bisulfite	LA545676	2,805.19
	UNIVAR USA INC	\$	5,571.65
ACH	PACIFIC PARTS & CONTROLS		
	RP1 VFD Start Up Service	I413573	4,465.00
	PACIFIC PARTS & CONTROLS	\$	4,465.00
ACH	INLAND EMPIRE REGIONAL		
	5/17 Biosolids	90020287	415,806.05
	INLAND EMPIRE REGIONAL	\$	415,806.05
ACH	PARSONS WATER & INFRASTRUCTURE		
	EN16028/EN16025-2/4-3/3 Prof Svcs	1706C128	178,719.16
	PARSONS WATER & INFRASTRUCTURE	\$	178,719.16
ACH	PEST OPTIONS INC		
	April 2017 GWR Weed Abatement Services	275727	6,034.32
	May 2017 GWR Weed Abatement Services	277756	6,034.32
	May 2017 Weed Abatement Services	277652	2,920.48
	PEST OPTIONS INC	\$	14,989.12
ACH	OLIN CORP		
	RP4-3,404 Gals Sodium Hypochlorite	2342039	1,940.28
	RP4-3,006 Gals Sodium Hypochlorite	2339763	1,713.42
	RP4-4,004 Gals Sodium Hypochlorite	2338195	2,282.28
	RP4-3,498 Gals Sodium Hypochlorite	2336392	1,993.86
	RP4-2,984 Gals Sodium Hypochlorite	2334810	1,700.88
	RP4-3,954 Gals Sodium Hypochlorite	2332882	2,253.78
	RP4-2,992 Gals Sodium Hypochlorite	2331685	1,705.44
	RP4-3,500 Gals Sodium Hypochlorite	2330128	1,995.00

Check	Payee / Description	Amount
	TP1-4,918 Gals Sodium Hypochlorite 2346063	2,803.26
	RP4-3,494 Gals Sodium Hypochlorite 2345462	1,991.58
	TP1-4,952 Gals Sodium Hypochlorite 2345461	2,822.64
	TP1-4,912 Gals Sodium Hypochlorite 2345210	2,799.84
	CCWRP-3,012 Gals Sodium Hypochlorite 2345209	1,716.84
	TP1-4,922 Gals Sodium Hypochlorite 2344523	2,805.54
	RP4-3,494 Gals Sodium Hypochlorite 2343768	1,991.58
	RP5-4,924 Gals Sodium Hypochlorite 2343767	2,806.68
	TP1-4,880 Gals Sodium Hypochlorite 2343039	2,781.60
	CCWRP-3,036 Gals Sodium Hypochlorite 2343038	1,730.52
	OLIN CORP \$	39,835.02
ACH	DAVE'S PLUMBING	
	WR16017-6/2017 Replace PRV, Adjustment P 5147	2,714.60
	3 Water Softener Removal 6/2017 5150	735.00
	DAVE'S PLUMBING \$	3,449.60
ACH	EVOQUA WATER TECHNOLOGIES LLC	
	Replace Filter on Rental DI Tank 903120286	70.96
	EVOQUA WATER TECHNOLOGIES LLC \$	70.96
ACH	WEST COAST ADVISORS	
	6/17 Prof Svcs 10754	9,800.00
	WEST COAST ADVISORS \$	9,800.00
ACH	JC LAW FIRM	
	5/17 IEUA vs RP1 Ontario Airport Plume 00264	90.00
	5/17 IEUA vs Martin 00261	180.00
	5/17 IEUA vs Mwembu 00262	240.00
	5/17 General Legal 00263	43,735.00
	5/17 Regional Contract 00265	10,425.00
	5/17 IEUA vs SAWPA SARCCUP 00266	1,500.00
	5/17 Watermaster 00267	2,190.00
	JC LAW FIRM \$	58,360.00
ACH	AMAZON BUSINESS	
	USB Digital Foot Control OKD6-792J-DG0	48.00
	Cisco IP Phone ODXX-GLWX-F4B	839.50
	Wireless USB Adapter 00SX-117Y-0TW	113.10
	AMAZON BUSINESS \$	1,000.60
ACH	SHELL ENERGY NORTH AMERICA LP	
	RP2/RP5-5/1-5/31 16400 El Prado Rd 2/1-2 2044 5/17	6,847.08
	RP1-5/1-5/31 2450 Phila St 2/1-2/28 Adj 2042 5/17	109,451.93
	CCWRP/TP/RWPS-5/1-5/31 14950 Tlphn 2/1-2 2046 5/17	36,349.36
	SHELL ENERGY NORTH AMERICA LP \$	152,648.37
ACH	PREFERRED BENEFIT INSURANCE	
	6/17 Agency Dental Plan EIA21093	15,258.20
	PREFERRED BENEFIT INSURANCE \$	15,258.20

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For 06/01/2017 ~ 06/30/2017 Treasurer Report Date 07/25/2017

Check	Payee / Description	Amount
ACH	DISCOVERY BENEFITS INC May 2017 Admin Fees	161.50
	0000764147-IN	161.50
	DISCOVERY BENEFITS INC	\$ 161.50

Grand Total Payment Amount: \$ 1,824,180.57

Attachment 4

Vendor Wires
(excludes Payroll)

Check	Payee / Description		Amount
Wire	STATE BOARD OF EQUALIZATION 4/17 Sales Tax Deposit	23784561 4/17	6,564.00
	STATE BOARD OF EQUALIZATION	\$	6,564.00
Wire	PUBLIC EMPLOYEES' RETIREMENT S 6/17 Health Ins-Retirees, Employees	14960442 6/17	246,850.46
	6/17 Health Ins-Board	14960447 6/17	5,413.88
	PUBLIC EMPLOYEES' RETIREMENT S\$		252,264.34
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 11 5/26/17 PERS	HR 0055300	271,555.96
	P/R 11 5/26/17 PERS Adj	PR 11 052417	12.42
	PUBLIC EMPLOYEES RETIREMENT SY\$		271,568.38
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR 0056200	10,867.29
		HR 0056200	56,606.43
	EMPLOYMENT DEVELOPMENT DEPARTM\$		67,473.72
Wire	INTERNAL REVENUE SERVICE	HR 0056200	341,849.51
	INTERNAL REVENUE SERVICE	\$	341,849.51
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR 0056100	366.28
	EMPLOYMENT DEVELOPMENT DEPARTM\$		366.28
Wire	INTERNAL REVENUE SERVICE	HR 0056100	2,239.57
	INTERNAL REVENUE SERVICE	\$	2,239.57
Wire	STATE DISBURSEMENT UNIT P/R 12 6/9/17	HR 0056200	198.00
		HR 0056200	1,145.06
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 12 6/9/17 Deferred Comp Ded	HR 0056200	44,363.67
	PUBLIC EMPLOYEE'S RETIREMENT S\$		44,363.67
Wire	STATE BOARD OF EQUALIZATION 5/17 Sales Tax Deposit	23784561 5/17	6,585.00
	STATE BOARD OF EQUALIZATION	\$	6,585.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 12 6/9/17 PERS	HR 0056200	279,510.07
	PUBLIC EMPLOYEES RETIREMENT SY\$		279,510.07

Check	Payee / Description		Amount
Wire	STATE DISBURSEMENT UNIT P/R 13 6/23	HR 0056400	1,145.06
	P/R 13 6/23	HR 0056400	198.00
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 13 6/23 Deferred Comp Ded	HR 0056400	22,804.12
	PUBLIC EMPLOYEE'S RETIREMENT S\$		22,804.12
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 13 6/23 Taxes	HR 0056400	49,775.28
	P/R 13 6/23 Taxes	HR 0056400	9,889.95
	EMPLOYMENT DEVELOPMENT DEPARTM\$		59,665.23
Wire	INTERNAL REVENUE SERVICE P/R 13 6/23 Taxes	HR 0056400	307,040.54
	INTERNAL REVENUE SERVICE	\$	307,040.54
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 13 6/23 PERS	HR 0056400	272,972.00
	PUBLIC EMPLOYEES RETIREMENT SY\$		272,972.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY 2017 RBP-Replacement Benefit Contributio 1000000149564		5,315.68
	PUBLIC EMPLOYEES RETIREMENT SY\$		5,315.68
Wire	SUMITOMO MITSUI BANKING CORP 08B 4/1/17-6/30/17 LOC Fees	NY-091282 060	43,904.21
	SUMITOMO MITSUI BANKING CORP	\$	43,904.21
Wire	METROPOLITAN WATER DISTRICT April 2017 Water Purchase	9006	5,577,557.73
	METROPOLITAN WATER DISTRICT	\$	5,577,557.73
Wire	CALPERS CalPERS OPEB Unfunded Liability	5643527383-00	2,000,000.00
	CALPERS	\$	2,000,000.00

Grand Total Payment Amount: \$ 9,564,730.17

Attachment 5

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for June 9 ,2017
Presented at Board Meeting on August 16, 2017

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$2,874.92	\$1,788.32
Katherine Parker	\$3,234.29	\$1,454.51
Michael Camacho	\$3,931.54	\$1,371.88
Steven J. Elie	\$3,400.72	\$671.05
Paul Hofer	\$0.00	\$0.00
TOTALS	\$13,441.47	\$5,285.76

	Count	Amount
TOTAL EFTS PROCESSED	2	\$3,242.83
TOTAL CHECKS PROCESSED	3	\$2,042.93
CHECK NUMBERS USED	110000 - 110002	

**Director's Timesheet Summary
For Pay Period 6 2017**

Last	First	Pers. No.	Cost Center	Division	Agency	Meeting Rate	Attended	Paid	Amount
Michael		1140	110095	Division 5	IEUA	225	9	7	1,575.00
					MWD	225	4	3	675.00
					Regional Policy Committee	225	0	0	0.00
					110095 Total			13	10
Steven		1175	110093	Division 3	IEUA	225	8	6	1,350.00
					Watermaster	100	2	0	0.00
					CDA	75	0	0	0.00
110093 Total					10	6	1,350.00		
Jasmin		1256	110094	Division 4	IEUA	225	11	10	2,250.00
					CDA	75	1	0	0.00
					SAWPA	25	2	0	0.00
					110094 Total				14
Paul		1349	110092	Division 2	IEUA	225	3	0	0.00
110092 Total						3	0	0.00	
Katherine		1362	110091	Division 1	IEUA	225	6	5	1,125.00
					Regional Policy Committee	100	2	2	200.00
					Watermaster	225	1	1	225.00
					Watermaster	100	1	0	0.00
					SAWPA	25	1	1	25.00
110091 Total						11	9	1,575.00	
Grand Total							51	35	7,425.00

Subtotals

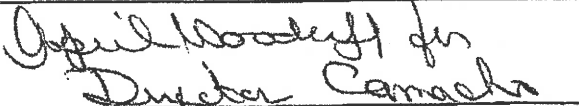
Last	Amount
Camacho	2,250.00
Elie	1,350.00
Hall	2,250.00
Hofer	0.00
Parker	1,575.00
Grand Total	7,425.00

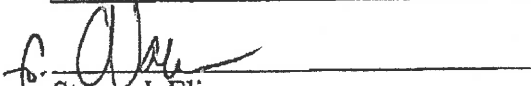
IEUA DIRECTOR PAYSHEET

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-03-17	IEUA Board Meeting	No (cancelled)	\$-0-
05-04-17	Southern Coalition/Inland Caucus Meeting	Yes	\$225.00
05-10-17	Community and Legislative Affairs Committee	Yes	\$225.00
05-10-17	Engineering, Operations and Water Resources Committee	Yes (same day)	\$-0-
05-17-17	IEUA Board Meeting	Yes	\$225.00
05-18-17	MWD's Solar Cup Boat Competition	Yes	\$225.00
05-19-17	MWD's Solar Cup Boat Competition	Yes	\$225.00
05-20-17	MWD's Solar Cup Boat Competition	Yes	\$225.00
05-21-17	MWD's Solar Cup Boat Competition	Yes	\$225.00
05-23-17	Los Osos HS Solar Cup Recognition @ CVWD Board meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			\$1,575.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			7

DIRECTOR SIGNATURE 

Approved by: 
 Steven J. Elie
 President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10700 110115 110000 511010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-17	MWD OP&T Telecon	Yes (same day)	\$-0-
05-08-17	MWD Standing Committee	Yes	\$225.00
05-09-17	MWD Standing Committee Meetings and Board Meeting	Yes	\$225.00
05-23-17	MWD other Committee Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			\$675.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			3

DIRECTOR
SIGNATURE

Michael Camacho

Director Camacho

Approved by:

Steven J. Elie
for Steven J. Elie

President, Board of Directors

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

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10900 110100 500000 501215

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-17	Regional Policy Committee Meeting.	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105, (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

Michael Camacho

Approved by:

Steven J. Elie

Steven J. Elie
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-17	So Cal Water Committee Leg. Call	Yes	\$225.00
05-03-17	IEUA Board Meeting	No (Cancelled)	\$-0-
05-04-17	IERCA 10 th Anniversary Celebration	Yes	\$225.00
05-10-17	IEUA Community & Leg. Affairs Committee	Yes	\$225.00
05-17-17	Board Meeting	Yes	\$225.00
05-22-17	President's Meet & Greet w/Staff	Yes (staff)	\$-0-
05-22-17	So Cal Water Committee Leg. Call	Yes	\$225.00
05-24-17	President's Meet & Greet w/Staff	Yes (staff)	\$-0-
05-31-17	Mayor Eunice Ulloa's State of the City Address	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105)			\$1,350.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			6

DIRECTOR
SIGNATURE

Steven J. Elie

 Steven J. Elie

Approved by:

Jasmin Hall

 Jasmin Hall
 Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-08-17	Meeting with P Kavounas, CBWM, re. Agency business	Yes*	\$-0-
05-25-17	CBWM Board Meeting	Yes*	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (i.e., \$100.00 – difference between Watermaster \$125.00 and Agency 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 *Steven J. Elie*

Approved by: *Jasmin Hall*
Jasmin Hall
Secretary/Treasurer

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

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-4-17	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$75.00 - difference between CDA (\$150.00 And Agency meetings \$225.00), including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			0

DIRECTOR *Steven J. Elie*
SIGNATURE *Steven J. Elie*

Approved by: *Jasmin Hall*
Jasmin Hall
Secretary/Treasurer

IEUA DIRECTOR PAYSHEET

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-17	IERCA Board meeting	Yes	\$225.00
05-03-17	IEUA Board Meeting	No (Cancelled)	\$-0-
05-04-17	IERCA 10 th Anniversary Celebration	Yes	\$225.00
05-05-17	Planes of Fame Air Museum 60th Anniversary - Curt Hagman	Yes	\$225.00
05-08-17	Mtg. w/Fontana Mayor Warren	Yes	\$225.00
05-09-17	ACWA 2017 Spring Conference	Yes	\$225.00
05-10-17	ACWA 2017 Spring Conference	Yes	\$225.00
05-11-17	ACWA 2017 Spring Conference	Yes	\$225.00
05-15-17	Fontana Activity Update w/Chuck Hays	Yes	\$225.00
05-15-17	CASA Board Meeting telecon	Yes (same day)	\$-0-
05-17-17	IEUA Board meeting	Yes	\$225.00
05-18-17	Kaiser HS Shirt distribution	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105)			\$2,250.00
Total No. of Meetings Attended			11
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Jasmin A. Hall

 Director Hall

Approved by:

Steven J. Elie

 Steven J. Elie, President, Board of Directors

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

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

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-17	CDA Board Meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (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			1
Total No. of CDA Meetings Paid			\$-0-

DIRECTOR *Opal Woodall*
 SIGNATURE *Jasmin A. Hall*
 Approved by: *Steven J. Elie*
 Steven J. Elie
 President, Board of Directors

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

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10500 110100 165000 501010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-02-17	SAWPA Commission Workshop	Yes (10 mtg max)	\$-0-
05-16-17	SAWPA Reg. Commission Meeting	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$25.00 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$225.00), including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE *Aspir Wooduff for Director Hall*

Approved by: *[Signature]*
Steven J. Elie
President, Board of Directors

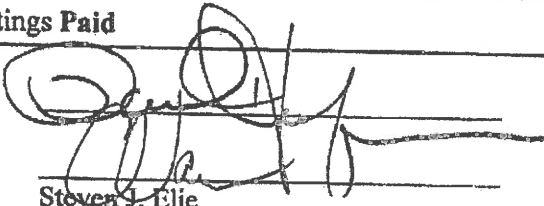
IEUA DIRECTOR PAYSHEET

PAUL HOFER
 EMPLOYEE NO. 1349
 ACCOUNT NO. 10200 110100 100000 501010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-17	IERCA Board Meeting	Yes	\$-0-
05-03-17	IEUA Board Meeting	No (Cancelled)	\$-0-
05-10-17	Engineering, Operations & Water Resources Committee	Yes	\$-0-
05-17-17	IEUA Board Meeting	Yes	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			3
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:

SD Steven J. Elie
 President, Board of Directors

Director Hofer has waived all stipend payments.

IEUA DIRECTOR PAYSHEET

KATI PARKER
 EMPLOYEE NO. 1362
 ACCOUNT NO. 10200 1100100 100000 501010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-01-17	IERCA Board Meeting	Yes	\$225.00
05-03-17	IEUA Board Meeting	No (Cancelled)	\$-0-
05-04-17	IERCA 10 th Anniversary Celebration	Yes (same day)	\$-0-
05-09-17	Upland Oversight Board Meeting	Yes	\$225.00
05-10-17	Engineering, Operations & Water Resources Committee	Yes	\$225.00
05-17-17	IEUA Board Meeting	Yes	\$225.00
05-25-17	SAWPA OWOW Conference	Yes	\$225.00
TOTAL REIMBURSEMENT			\$1,125.00
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			
Total No. of Meetings Attended			6
Total No. of Meetings Paid			5

DIRECTOR SIGNATURE *Kati Parker*

Approved by *Steven J. Elie*
 to Steven J. Elie
 President, Board of Directors

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

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10900 110100 500000 501215

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-04-17	Regional Policy Committee Meeting	Yes	\$225.00
*03-02-15	Regional Policy Committee Meeting	Yes	\$100.00
*04-06-17	Regional Policy Committee Meeting	Yes	\$100.00
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (total amount of \$225.00, should reflect on timesheet)			\$425.00
Total No. of Meetings Attended			1
Total No. of Meetings Paid			1 + 2 meetings partial pymt.

**DIRECTOR
SIGNATURE**

*Paul Woodruff for
Director Parker*

Approved by:

Steven J. Elie
Steven J. Elie
President, Board of Directors

* March and April 2017 timesheets paid \$125.00 only. Amount should have been \$225.00.

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

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10200 110100 100000 501010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-25-17	CBWM Board Meeting (Alt.)	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$100.00 – difference between Watermaster \$125.00 and Agency meetings \$225.00), including Agency meetings			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

DIRECTOR
SIGNATURE

[Handwritten Signature]
[Handwritten Signature]

Approved by:

[Handwritten Signature]
to Steven J. Elie
President, Board of Directors

* Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting.

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

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10500 110100 165000 501010

MAY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
05-16-17	SAWPA Commission Workshop	Yes	\$25.00
TOTAL REIMBURSEMENT			\$25.00
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$25.00 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$225.00), including Agency meetings			
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE *Paul Woodley*
Kati Parker

Approved by: *[Signature]*
Steven J. Elie
President, Board of Directors

Attachment 6

Payroll-Net Pay-Employees

Non-Board Members	PP 12 Checks	PP 12 EFTs	PP 13 Checks	PP 13 EFTs	June
NET PAY TO EE	\$0.00	\$728,973.13	\$0.00	\$696,657.39	\$1,425,630.52

INLAND EMPIRE UTILITIES AGENCY

Payroll for June 9, 2017

Presented at Board Meeting on August 16, 2017

GROSS PAYROLL COSTS			\$1,356,848.75
DEDUCTIONS			(\$627,875.62)
NET PAYROLL			728,973.13
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	0		
TRANSACTION PROCESSED	0	368	368
AMOUNT	\$0.00	\$728,973.13	<u>\$728,973.13</u>

INLAND EMPIRE UTILITIES AGENCY

Payroll for June 23, 2017

Presented at Board Meeting on August 16, 2017

GROSS PAYROLL COSTS			\$1,262,206.65
DEDUCTIONS			(\$565,549.26)
NET PAYROLL			696,657.39
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	0		
TRANSACTION PROCESSED	0	359	359
AMOUNT	\$0.00	\$696,657.39	\$696,657.39

**ACTION
ITEM**

2A

Date: August 16, 2017

To: The Honorable Board of Directors

Committee: Finance & Administration

From: P. Joseph Grindstaff, General Manager

08/09/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Request for Waiver of Late Fees

Executive Summary:

On July 11, 2017, Water Facilities Authority (WFA) submitted a request for the Board of Directors to waive the late fees and penalties on IEUA invoice #90020279 for April 2017 imported water deliveries. As noted in their request (attached), WFA has been vigilant in monitoring these invoices to ensure they are paid timely and to avoid the high penalties and interest imposed on late remittances. Delinquent payments for water deliveries are subject to a 10% penalty and interest rate of 6% per IEUA Ordinance 104.

The invoices for the April 2017 imported water deliveries were mailed around June 6 with a payment due date of June 30, 2017. Since invoices are sent via regular mail, IEUA has no proof of delivery or receipt. As a courtesy, staff also emails a copy of the invoice to customers. However, due to recent changes in staffing and cross training, the email for invoice #90020279 was not sent. It is this recent change in personnel which accounts for the variation in billing cycles and the different payment terms highlighted in the WFA request. Different payment terms can make it difficult to monitor and more likely to miss a payment. Upon discovering the missing invoice, WFA promptly wired payment on July 7. Based on the due date of June 30, 2017, total penalty and interest for WFA is \$92,784.46.

Staff's Recommendation:

Consider the request from Water Facilities Authority to waive the late payment penalty and interest related to IEUA Invoice #90020279 in the amount of \$92,784.46 and any loss of interest earnings estimated at \$186.00.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Based on the Agency's June 30 payment to Metropolitan Water District of Southern California for April 2017 water purchases and the Agency's portfolio investment rate of return, the estimated loss in interest earnings is \$186.00.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

On December 7, 2011 the Board of Directors waived late payment penalties and interest of approximately \$50,000 to Chino Basin Watermaster on the purchase of replenishment water.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15273 of the State CEQA Guidelines.

Business Goal:

IEUA will provide outstanding service that supports our member agencies and region in a cost effective, efficient and reliable manner.

Attachments:

Attachment 1 - Water Facilities Authority Letter dated July 11, 2017



T. 909.981.9454 | F. 909.981.6760
1775 North Benson Avenue, Upland, CA 91784
www.wfajpa.org

July 11, 2017

P. Joseph Grindstaff
General Manager
INLAND EMPIRE UTILITIES AGENCY
6075 Kimball Avenue
Chino, California 91708

Request for Waiver of Late Payment Penalty Fees & Interest – Invoice Number 90020279

Dear Mr. Grindstaff,

The Water Facilities Authority (Authority) respectfully requests for a waiver of the late payment penalty fees and interest due to the late payment of Inland Empire Utilities Agency's (IEUA) Invoice Number 90020279, for April 2017 imported water supply service.

Background

Normally, the IEUA invoices are received by the Authority via regular US Mail. However, for the subject invoice, it was not delivered to the Authority until a recent email inquiry about its absence was made to IEUA. Because of the importance of these particular invoices with their strict payment due dates and penalties/interest, Authority's staff is vigilant in monitoring for their receipt and prompt processing, unlike any other invoice. The Authority is not suggesting that the invoice had not been mailed but instead suggests that it may have been misdirected or lost while in transit, which is known to occur on occasion for mail in general.

Authority staff has been proactive in recent months in their attempt to obtain IEUA invoices in a timely manner during a period in which irregularities were noticed in the processing of invoices, beginning as early as February 2017. The following table provides a brief summary, as follows:

Item	Invoice		Service Period	Due Date	Payment Term (Days)
	Number	Date			
1	90019769	2/28/2017	Jan 2017	4/14/2017	45
2	90019910	3/31/2017	Feb-2017	5/15/2017	45
3	90020215	5/25/2017	Mar-2017	6/19/2017	25
4	90020279	5/31/2017	Apr-2017	6/30/2017	30
5	90020383	6/26/2017	May-2017	7/21/2017	25

July 11, 2017

Page 2

Historically, the invoice is processed approximately one month after the end of the monthly service period with the payment term of 25 days. The Authority recognizes that some variation will exist in processing invoices and that IEUA has the discretion in how and when it processes invoices and is not disputing this practice. However, based on the payment terms summarized in the table above, it appears there has been some inconsistency in the processing cycle for these invoices.

With a very small staff at the Authority, only one individual is tasked with mail retrieval and processing. Therefore, it's not a situation where something gets lost going across different departments within the Authority for reviews and approvals. Upon receipt, the IEUA invoices are immediately scanned and sent to the contract accountant for processing to avoid late penalty fees and interest because of IEUA's strict payment policy. In fact, the Authority's accountant recognized the delay in receipt of some of the earlier invoices, as noted above, and prompted the Authority's Office Manager to make several email inquiries to IEUA staff in attempts to receive some of the late invoices in a timely manner. Additionally, upon receipt of the invoice for May 2017 service, the Authority's accountant recognized that the invoice for April 2017 service had never been received or that a service month had been missed. Soon afterwards, Authority staff learned that the missing invoice (for April 2017 service) actually exists and, unfortunately, realized that payment would be late. After receiving a copy of the invoice by email, electronic payment was immediately processed the next day.

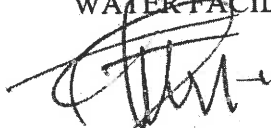
Discussion

Simply, Authority staff does not believe that the subject invoice (for April 2017 service) was delivered properly and respectfully requests for a waiver of the late payment penalty fees and interest. Hopefully, IEUA recognizes the importance the Authority places on the imported water supply invoices and the history of satisfactory performance in making timely payments.

Thank you for your consideration in this request.

Sincerely,

WATER FACILITIES AUTHORITY



Terry Catlin

General Manager

**ACTION
ITEM**

2B

Date: August 16, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

08/09/17

Finance & Administration

08/09/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: SCADA Enterprise System (RP-4 and RP-5) Design-Build Contract Award

Executive Summary:

Consistent with IEUA's Supervisory Control and Data Acquisition (SCADA) Master Plan, the control systems at IEUA's treatment plants will be migrated to a standardized software platform in three phases. The second phase comprises the migration of control systems at RP-4 and RP-5 and will follow a design-build delivery method. The project scope of work includes the design and construction of new control panel upgrades, development of transition plans to minimize impact to operations, installation of new hardware, and programming to facilitate a migration to the new controls platform.

Three pre-qualified contractors responded to the project solicitation and were evaluated to determine which proposal offered the best value to IEUA. A selection committee determined that CDM Smith provided the technical expertise and strategic work plan to make the project a success. CDM Smith's cost proposal was the lowest of the responsive bidders, is within the project budget, and below the engineer's estimate.

Staff's Recommendation:

1. Award a design-build contract for the SCADA Enterprise System Migration (RP-4 and RP-5), Project Nos. EN13016.03 and EN13016.04, to CDM Smith for the not-to-exceed amount of \$5,277,527; and
2. Authorize the General Manager to execute the design-build contract subject to non-substantive changes.

Budget Impact: N *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Requested Amount:* \$ 5,277,527

Account/Project Name:

SCADA Enterprise System (Regional Plant No. 4), SCADA Enterprise System (Regional Plant No. 5)

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On July 18, 2012, the Board of Directors adopted the SCADA Master Plans.
On May 15, 2013, the Board of Directors approved the Consulting Engineering Services Contract Award for the SCADA Enterprise System to Westin, Engineering, Inc.
On May 17, 2017, the Board of Directors amended the Consulting Engineering Services Contract Award for the SCADA Enterprise System, Project No. EN13016, to Westin, Engineering, Inc.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 2 as defined in Section 15302(c) of the State CEQA Guidelines.

Business Goal:

The SCADA Enterprise System Project is consistent with IEUA's Business Goal of Business Practices that strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

- Attachment 1 - Background
- Attachment 2 - PowerPoint
- Attachment 3 - Design-Build Contract

Background

Subject: SCADA Enterprise System (RP-4 and RP-5) Design-Build Contract Award

IEUA's existing Supervisory Control and Data Acquisition (SCADA) System is comprised of a wide variety of equipment located at various facilities throughout the Agency's service area. The Agency has separate control systems for wastewater treatment facilities, recycled water, and the groundwater recharge system. The facilities' control system is approximately a 60/40 mix of Foxboro's Distributed Control System (DCS) and Rockwell Automation's SCADA system, respectively. The DCS has been in service for more than 20 years and has reached its end-of-life. The Facilities, Recycled Water, and Groundwater Recharge SCADA Master Plans, adopted by the Agency's Board of Directors in 2012, established the need for a migration from the existing Invensys Foxboro DCS to Rockwell Automation's PlantPax SCADA Enterprise System.

Carbon Canyon Water Recycling Facility (CCWRF) was the first facility to be migrated to the PlantPax system. In May of 2013, the consultant contract was awarded to the engineering consultant team of Westin Engineering Inc. (Westin), Rockwell Automation, and Parsons to perform design services for all facilities to be migrated. In December 2014, Technical Systems, Inc. was awarded the construction contract to integrate the PlantPax system into CCWRF's controls strategy. The CCWRF migration was completed in March 2016.

The second phase of the SCADA migration focuses on the migration of Regional Plant Nos. 4 (RP-4) and 5 (RP-5). Beginning in June 2016, Westin performed pre-design work for the RP-4 and RP-5 migrations to develop a scope of work for a Design-Build Request for Proposals (RFP).

On March 27, 2017, IEUA advertised on *PlanetBids* the RFP to three pre-qualified contractors in compliance with Senate Bill (SB) 785, which allows public agencies to select design-build contractors based on the best value to the Agency rather than lowest cost. This project delivery method was preferred due to the sensitivity of the controls systems and the significant impact that quality experience can have on the success of this project. All three contractors participated in the job walk on April 17, 2017.

On July 12, 2017, the following best and final proposals were received:

Contractor's Name	Total Price
Tesco Controls	Non-Responsive
CDM Smith	\$5,277,527
Technical Systems, Inc.	\$5,590,000
Engineer's Estimate	\$5,900,000

The proposal from Tesco Controls was determined to be non-responsive due to non-compliance with State Revolving Fund (SRF) loan requirements. The State Water Resources Control Board issued a determination of non-compliance because the proposal did not demonstrate good faith efforts in soliciting the Disadvantaged Business Enterprise (DBE) program.

The proposals were reviewed by a selection committee consisting of the City of Chino Hills and IEUA staff from Engineering and Construction Management, Integrated Systems Services, Contracts and Procurement, and Grants. Pursuant to SB 785, the proposals were evaluated based on technical experience, capital and life-cycle costs, schedule, proposed work plan, and safety record. Based on these criteria, the committee determined that CDM Smith provided the best value to IEUA for this project. During the prequalification process, IEUA staff evaluated CDM Smith's financial statements and verified references. CDM Smith has the technical experience and responsiveness to make this project a success.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$3,130,686
Consultant Predesign Contract	\$225,000
Detailed Design (this action)	\$2,565,686
IEUA Design Services	\$250,000
Project Development	\$90,000
Construction Services	\$512,000
Design Consultant Construction Services	\$215,000
IEUA Construction Services (10%)	\$270,000
Construction Services Contingency (10%)	\$27,000
Construction	\$2,981,841
Construction (this action)	\$2,711,841
Contingency (~10%)	\$270,000
Total Project Cost (Phase II)	\$6,624,527
Total Project Budget (for all four treatment facilities)	\$15,803,331
Expended to Date (Phase I)	\$5,018,259
Remaining Budget	\$4,160,545

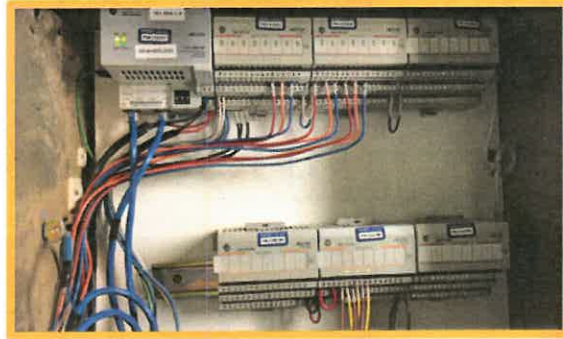
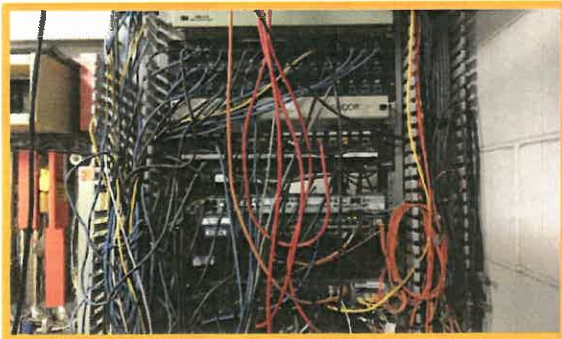
The following is the project schedule:

Project Milestone	Date
Design-Build Contract Award	August 2017
Design	
RP-5 Design Completion	February 2018
RP-4 Design Completion	May 2018
Construction	
RP-5 Construction Completion	September 2018
RP-4 Construction Completion	May 2019

Fiscal Impact:

If approved, the design build contract for the SCADA Project, Project No. EN13016, in the amount of \$5,277,527, will be within the total project budget of \$15,803,331 in the Regional Wastewater Operations and Maintenance (RO) Fund. An anticipated amount of \$1,680,000 will be spent in FY 2017/18, with the remaining contract value to be spent in FY 2018/19.

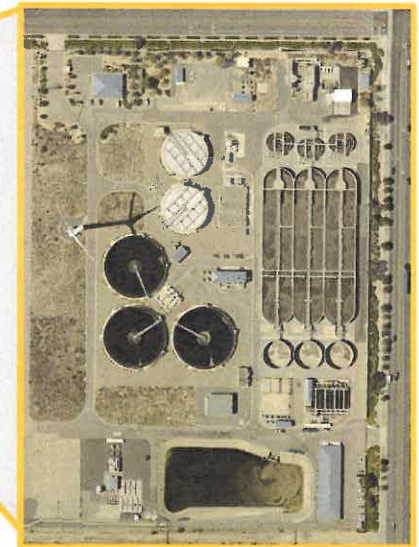
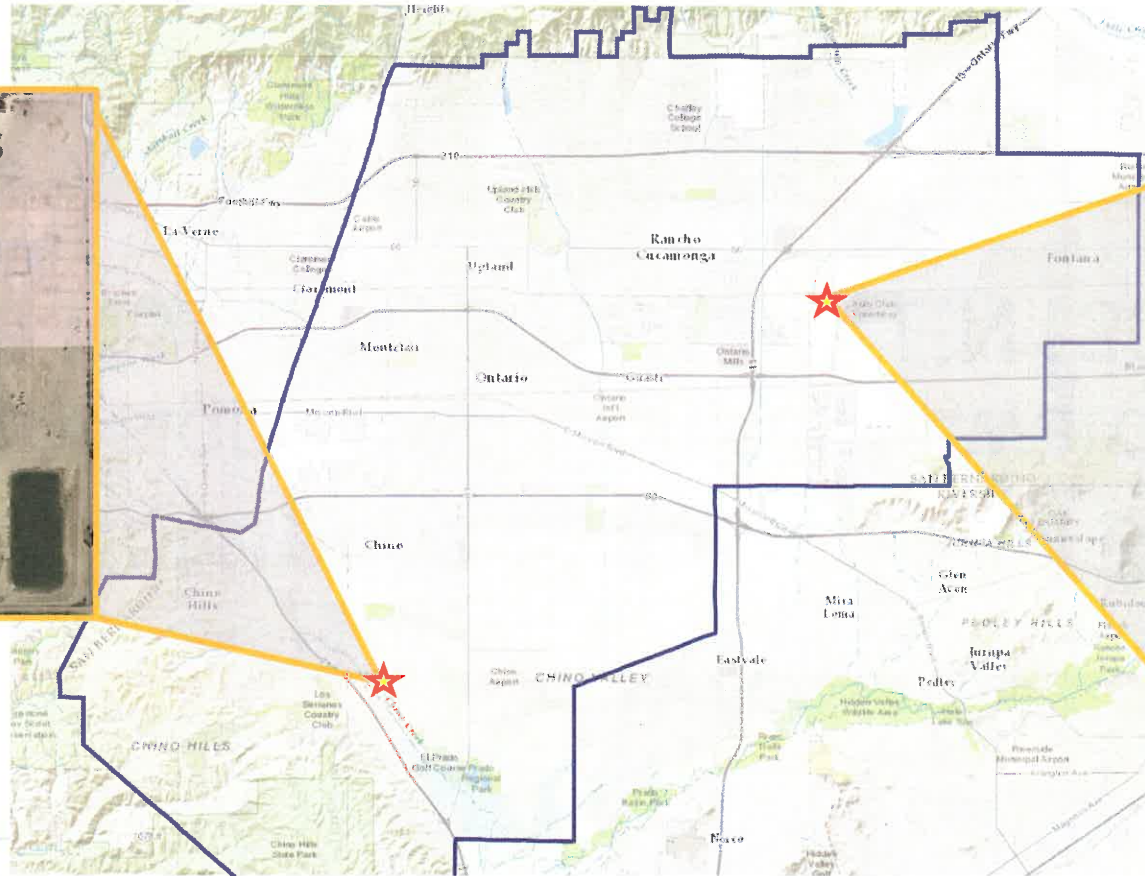
SCADA Enterprise System (RP-4 & RP-5) Design-Build Contract Award Project Nos. EN13016.03 & EN13016.04



Regional Water Recycling Plant Nos. 4 and 5 Project Location



RP-5



RP-4

Project Background

- Standardize control systems at IEUA facilities
 - Migrate Foxboro DCS to Rockwell PlantPAx
- All process equipment to be reprogrammed to Rockwell standards
- Future integration of SAP business system
- Phase I (CCWRF) completed in March 2016
- Phase II (RP-4 and RP-5) to use best value design-build delivery method

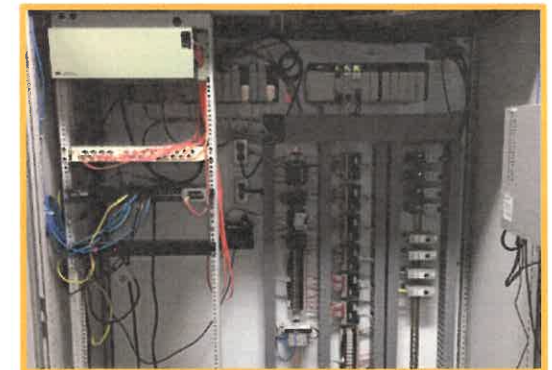


Project Scope

- Design panel upgrades for RP-4 and RP-5
- Develop transition plans with minimal Operations impact
- Provide necessary hardware and software to facilitate migration to PlantPax
 - Control systems
 - Servers
 - Programming



RP-5 Servers



Typical Control Panel Interior

Contractor Selection – Best Value

- Evaluation and Selection Committee
 - Engineering and Construction Management
 - Integrated Systems Services
 - Contracts and Procurement
 - City of Chino Hills
 - Grants
- Three Proposals Received on July 12, 2017
- Committee determined that CDM Smith offered the best value to IEUA
 - Lowest Responsive Cost
 - Quality Experience
 - Aggressive Work Plan

Selection Criteria	Points
Technical Design-Build Expertise	30
Design-Build Cost Proposal	30
Schedule	15
Life-Cycle Costs	10
Proposed Work Plan/Approach	10
Safety Record	5
TOTAL	100

Contractor	Design-Build Cost
Tesco Controls	Non-Responsive
CDM Smith	\$5,277,527
Technical Systems, Inc.	\$5,590,000
Engineer's Estimate	\$5,900,000

Project Budget and Schedule

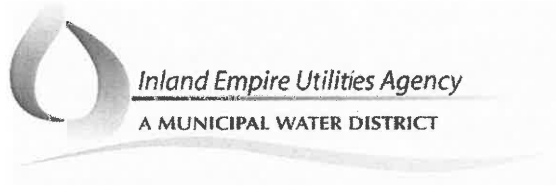
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Recommendation

- Award a design-build contract for the SCADA Enterprise System Migration (RP-4 and RP-5), Project Nos. EN13016.03 and EN13016.04, to CDM Smith, for the not-to-exceed amount of \$5,277,527; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The SCADA Enterprise System Project is consistent with the **IEUA's Business Goal of Business Practices** that strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.



CONTRACT NUMBER: 4600002383

FOR DESIGN-BUILD SERVICES

**SCADA MIGRATION
AT REGIONAL PLANT NO. 4 (RP-4) & REGIONAL PLANT NO. 5 (RP-5)
PROJECT NOs. EN13016.03 & EN13016.04**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2017, 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 CDM Smith, Inc. with offices in Los Angeles, California (hereinafter referred to as "Contractor") for SCADA migration at RP-4 and RP-5.

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

1. AGENCY 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: Jesse Pompa, P.E.
Senior Engineer
Address: 6075 Kimball Avenue, Bldg "B"
Chino, California 91708
Telephone: (909) 993-1545
Facsimile: (909) 993-9000
Email: jpompa@ieua.org
Cell: (909) 217-9627

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

Contractor: CDM Smith, Inc.
David Jensen, P.E., BCEE, LEED AP
Vice President
Address: 600 Wilshire Blvd #750
Los Angeles, CA 90017
Telephone: (213) 457-2200
Email: jensendj@cdmsmith.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
- A. Permits issued by the jurisdictional regulatory agencies;
 - B. Change Orders/Task Orders/Supplemental Agreements; whichever occurs last;
 - C. Amendments to Contract number 4600002383;
 - D. Contract number 4600002383 General Terms and Conditions;
 - E. Agency's Request for Proposals (RFP) number RFP-MB-17-028;
 - F. Contractor's proposal dated March 27, 2017 and the Best and Final Offer dated July 5, 2017;
 - G. Request for Deviation;
 - H. 2015 Edition of the Standard Specifications for Public Works Construction (SSPWC)-Green Book, or most recent addition;
 - I. Plans;
 - J. Standard Plans;
 - K. Reference Specifications;
 - L. Photos.
4. SCOPE OF WORK AND SERVICES: Contractor shall be responsible for design-build services and responsibilities which shall include and be in accordance with Contractor's Proposals, dated March 27, 2017 and the Best and Final Offer dated July 5, 2017, which are jointly attached hereto as **Exhibit A**, incorporated herein by reference, and made a part hereof. The Request For Proposals, Bid Forms, Performance Bond, Payment Bond, Specifications, Drawings, General Conditions and Special Conditions, and all addenda issued by the Agency with respect to the foregoing, are hereby incorporated in and made part of this Contract, as if fully set forth.

The scope of work and services shall include the following:

- A. Design Services: Contractor shall provide all Design Services required for the Project. Architectural and engineering services must be provided by licensed, independent Design Professionals retained by Contractor or by licensed employees of Contractor, or as permitted by the law of the State of California. Contractor may not engage the services of any Design Professional for this Project without obtaining the Agency's prior written approval, which approval will not be unreasonably withheld. Agency's approval will not be deemed to create any contractual relationship between Agency and any such Design Professional, except that the Agency must be considered a third-party beneficiary of such Design Professional's services for the Project. Contractor must bind its Design Professionals in the same manner as Contractor is bound to the Agency under this Contract, including, but not limited to, the insurance and indemnity requirements applicable to Design Professionals set forth herein. Agency will not issue the Notice to Proceed with Design Services until it has

received acceptable evidence that all Design Professionals are covered by insurance as specified in the Contract Documents.

- B. Construction Services: Contractor shall provide all labor, materials, equipment and services necessary to perform and timely complete the Construction Services in strict accordance with the Contract Documents, including, but not limited to, the Construction Documents, and in an economic and efficient manner in the best interests of Agency. Contractor shall not begin the Construction Services until Agency has received the required payment and performance bonds, evidence of the required insurance coverage, and has issued a Notice to Proceed with the Construction Services.

NOTE: Contractor shall advise Agency within two (2) weeks of any changes to the written Scope of Work/Schedule based upon discussions from any meetings. Any changes must be made in writing by an Amendment to the Contract. Work initiated without written approval, shall be at Contractor's own risk, and shall not be reimbursed by the Agency.

- C. Project Schedule: Within ten (10) days following full execution of the Contract, Contractor must prepare and submit for Agency's review and approval a preliminary Project Schedule showing the timing and sequencing of the Design-Build Services required to design and construct the Project. Unless otherwise specified by Agency, the preliminary Project Schedule should include the major phases for the Design Services and for the Construction Services, including, but not limited to, completion of Design Development Documents; Construction Documents; procurement of Subcontractors; construction; final close out; as well as any other milestones applicable to this Project. The Project Schedule shall be updated for Agency's review and approval upon completion of each milestone included in the Project Schedule.
- D. Method of Inspection:
1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.
 2. The Project Manager shall be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager shall be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

E. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within 10 (ten) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within 60 (sixty) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

F. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the project unless agreed to by both parties, reduced to writing, and amended to this contract.

Time is of the essence on this Contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

- A. The Agency will pay Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms, and in accordance with Contractor's Fee Schedule, attached hereto and incorporated herein as **Exhibit B**, as accepted by the Agency, and set forth in this below.

Total Bid Price: **\$5,277,527.00 (Five Million Two Hundred Seventy-Seven Thousand Five Hundred Twenty-Seven Dollars and Zero Cents).**

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

That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.

That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.

- B. The Contractor may submit an invoice not more than once per month during the term of this Contract. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 - 1. The Contract Number – 4600002383, and;
 - 2. The Contract Release Purchase Order Number – To be provided

If Contractor submits invoice by email, such invoice shall be submitted as follows:

APGroup@ieua.org
Scan the invoice as a PDF file.
Attach the scanned file to an email.

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002383
P.O. Box 9020
Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing Set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment

of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.

- F. Allowance Items And Allowance Values: Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Request for Proposal dated March 27, 2017 and the Request for Best and Final Offer dated July 5, 2017. No work shall be performed on any Allowance Item without the Contractor first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if the Contractor is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of the Contractor, the Contractor may be entitled to an adjustment of the Contract Time(s) and Contract Price.

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, project management and general condition costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, per the Contract Documents. The amount of the Change Order shall reflect the difference between actual costs incurred by the Contractor for the particular Allowance Item and the Allowance Value.

- G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment.
7. CONTROL OF THE WORK: 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 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. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal &

advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. 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.
 5. Builder's Risk: Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 6. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.
- 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 insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including

materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or by either CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

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

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, 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

9. FITNESS FOR DUTY:

- A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Contractor shall advise all 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.
- A. Design-Build Team and Subcontractors: All members of the Contractor's Design-Build Team ("DBT") must be bound to the terms of this Contract. All Work which is not performed by Contractor or DBT members with its own duly licensed forces

shall be performed by Subcontractors. Contractor must provide each Subcontractor with a complete set of the Construction Documents and any approved modifications thereto.

Contractor shall require every Subcontractor and material supplier to be bound to the provisions of the Contract Documents as they apply to the Subcontractor's or material supplier's portion(s) of the Work, and to likewise bind their Subcontractors or material suppliers. Agency reserves the right to reject any Subcontractor or material supplier based upon Agency's reasonable belief that the Subcontractor or material supplier is not adequately qualified, or whose performance is unacceptable to the Agency, or who has a history of unacceptable performance on other public works projects. Nothing in these Contract Documents creates a contractual relationship between a Subcontractor or material supplier and Agency, but Agency shall be deemed to be a third-party beneficiary of the contract between Contractor and each Subcontractor.

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 providing 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 relevant existing state and federal laws and all relevant county and Agency 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, and shall to the extent of Contractor's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Work Safety: Contract work requiring confine space entry must follow CalOSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractors mobilization to the work site:
 - 1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and, 2. A written plan that includes; identification of confined spaces within the work site, alternate procedures

where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.

- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Grant Funded Projects: **This is a grant funded project.** For grant-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, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review.
- G. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- H. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- I. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided 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.
- J. 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.
- K. Indemnification: Design Professional (Contractor) agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Contractor) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for

damages arising from the sole negligence, active negligence, or willful acts of the Agency; and does not apply to any passive negligence of the Agency unless caused at least in part by the Design Professional (Contractor).

- L. 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.

- M. 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

- N. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents and warrants 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.

- O. 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 prior to the work starting 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 to this Contract 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 shall 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. Association 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

association shall be initiated by written notice from the Agency's representative to the Contractor.

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

Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

SB854 Requirements:

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
11. 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 under this Contract, 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.

12. 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.

13. 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 are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct,

repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.

3. If the Work 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 control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

14. 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.

15. 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 Procurement
Inland Empire Utilities Agency
P.O Box 9020
Chino Hills, California 91709

Contractor: David Jensen, P.E., BCEE, LEED AP
Vice President
CDM Smith, Inc.
Address: 600 Wilshire Blvd #750
Los Angeles, CA 90017

Any notice given pursuant to this section 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.

16. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. 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.
17. 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.
18. 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.
19. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. 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.
20. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
21. 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, as approved by the Project Manager.

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
23. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the Work Schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of this contract, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.

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

24. NOTICE TO PROCEED: No services shall be performed or provided 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.
25. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
26. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

[Signature Page To Follow]

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*

CDM SMITH, INC.:

P. Joseph Grindstaff (Date)
General Manager

David D. Jensen (Date)
Vice President

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EXHIBIT A





600 Wilshire Blvd, Suite 750
Los Angeles, CA 90017
tel: 213-457-2200

July 12, 2017

Mia Beltran
Contracts Administrator II
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708

Submitted Via Email to: mbeltran@ieua.org

Subject: Request for Proposal (RFP-MB-17-028) to Provide Design-Build Services for the Regional Plant Nos. 4 and 5 SCADA Migration Project-Best and Final Offer

Dear Ms. Beltran:

CDM Smith has received the Inland Empire Utilities Agency's July 5, 2017 letter and is pleased to provide this Best and Final Offer (BAFO) for the RP-4 and RP-5 Design-Build SCADA Migration Project. With this BAFO submittal, our May 31, 2017 proposal is amended to include the following conditions and clarifications identified in your July 5th letter.

1. **RP-4 and RP-5 Control Room Modifications.** We have included a \$300,000 allowance for architectural modifications, design, procurement and construction of the necessary equipment to facilitate the construction of new SCADA control consoles and associated equipment at the RP-4 and RP-5 plant control rooms in the revised cost summary provided at the end of this submittal. If selected for the project, we will work with IEUA to fully define the scope of this work, establish the appropriate cost, and adjust our budget accordingly.

As was referenced in our proposal, CDM Smith is an integrated design-build (DB) firm that has successfully delivered alternative delivery projects for over 20 years to water and wastewater clients throughout the United States, and abroad. During this time, we have completed over \$3.5 billion in treatment plant work and have completed DB projects in over 44 states and territories. Our experience includes a strong background in control room design and construction at both a national and local level with the recent successful completion of the Camp Pendleton North Regional Tertiary Treatment Plant, Advanced Water Treatment Plant and the US National Training Center Water Treatment Plant at Fort Irwin.





RFP-MB-17-028 Regional Plant Nos. 4 and 5 SCADA Migration Design-Build Project
July 12, 2017

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Please note that the schedule submitted with our original proposal did not consider the time for CDM Smith to perform this additional work. If selected for this project, we will work with IEUA to develop a revised schedule which includes this additional element. As the control room modifications and installation of new control consoles must be performed early in the schedule to install the new servers and hardware, we will prioritize the design and submittals for early IEUA review and approval.

2. **PlantPax Programming.** As specified by IEUA, all PlantPax programming will be performed by a contractor that is both Control and Process recognized by Rockwell Automation (RA). Our team member Advanced Telemetry Systems International, Inc. (ATSI) of Temecula, CA is an RA recognized integrator for both Control and Process disciplines. For this project, all PlantPax programming will be performed by ATSI.
3. **Oversees Outsourcing of Programming.** As specified by IEUA, all programming for this project will be performed within the state of California. No programming will be outsourced overseas.

The following discussion is provided to further clarify the roles of CDM Smith and ATSI for this project. As noted above, ATSI is an RA recognized integrator for both Control and Process disciplines. CDM Smith is an RA recognized integrator for Control and is currently completing the requirements to receive the Process recognition. We expect to obtain the Process recognition by year end. Given that the certification will not be complete by the start of this project, we teamed up with ATSI to perform the VantagePoint reporting programming with an option to perform the PlantPax programming. Given IEUA's clarification that the PlantPax programming be performed by a firm that is both Control and Process recognized by RA, we are committed to have ATSI lead this effort.

CDM Smith will provide PlantPax programming oversight to ATSI during the development, submittal and factory acceptance test phases and fill the lead position for the field implementation team. This will help provide a seamless transition from the programming lab to the fabrication shop to the field for the programming team. CDM Smith has recently completed a very successful PlantPax upgrade at the Fena Water Treatment Plant for NAVFAC-Mariana Islands in Guam. Our Senior Programmer, Mr. Tavita Solomona, who led the Guam effort, will also fill this key role in the RP-4 and RP-5 SCADA migration. In addition, key members of CDM Smith staff will complete RA's PlantPax System Design and Configuration certificate class during the execution of this project.



RFP-MB-17-028 Regional Plant Nos. 4 and 5 SCADA Migration Design-Build Project
July 12, 2017

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CDM Smith understands that as the prime contractor for this project, we bear complete responsibility for meeting and exceeding not only the contractual requirements but earning and maintaining the trust of the IEUA plant operators, programmers, engineers and managers. While ATSI is assuming the lead in the PlantPax programming effort, Michael Graham of CDM Smith will continue as the Electrical/I&C Design and Automation Lead. His group will maintain responsibility for the overall system architecture, control narrative development, and generation of new P&ID's. While ATSI will perform both VantagePoint and PlantPax programming, CDM Smith will stand behind the work of its teaming partner to ensure that quality control standards and schedule milestones are met. Mr. Solomona and other key CDM Smith resources are based locally in our Rancho Cucamonga office and will be able to quickly respond to IEUA's requests and conditions in the field throughout the planning, design, construction, and warranty phases of the project.

We are looking forward to working with you on this exciting project and believe that the CDM Smith team provides the right combination of SCADA design and implementation expertise, wastewater treatment knowledge, and design-build experience to successfully migrate RP-4 and RP-5 to a PlantPax control system that provides IEUA with improved control, greater consistency, and reduced long-term costs.

With this BAFO, we are revising our proposed price for this project as indicated below:

Original Cost Proposal (base scope of work):	\$5,192,864
Revised Cost Proposal (base scope of work):	\$4,997,527
Control Room Modification Allowance:	\$300,000
Best and Final Offer:	\$5,277,527

This revised cost includes the \$300,000 allowance for the control room modification, the work described in our original May 31, 2017 proposal, and the clarifications noted in this submittal.



RFP-MB-17-028 Regional Plant Nos. 4 and 5 SCADA Migration Design-Build Project
July 12, 2017

Page 4

Thank you for your consideration of our qualifications and experience and please contact me at (213) 457-2200 if you have any questions regarding our revised submittal.

Sincerely,

A handwritten signature in blue ink that reads "David Jensen". The signature is written in a cursive style with a long horizontal stroke at the end.

David D. Jensen, P.E., BCEE, LEED, AP
Vice President
CDM Smith, Inc.



600 Wilshire Blvd, Suite 750
Los Angeles, CA 90017
tel: 213-457-2200

May 31, 2017

Jesse Pompa
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, California 91708

Subject: Request for Proposal (RFP) to provide Design-Build Services for the Regional Plant Nos. 4 and 5 SCADA Migration Project

Dear Mr. Pompa:

CDM Smith is pleased to submit our proposal for designing and implementing the migration of the SCADA systems at Regional Plants Nos 4 and 5 to the PlantPAx control system. In recognition of the importance of this project, we have assembled a team of our brightest and most senior professionals to lead and successfully deliver this project. Our integrated team provides the right combination of experience, technical expertise, and managerial skills necessary to develop control system improvements that provide the best value for Inland Empire Utilities Agency (IEUA) and will smoothly execute the SCADA migration process on schedule. In addition, our team provides IEUA with:



An Integrated Design-Build Firm: Our integrated team structure provides a single point of responsibility for all aspects of project delivery and our ability to self-perform the majority of the project allows us to provide better control over schedule, costs, quality, and safety. In addition, our unique ability to self-perform electrical and I&C work, as well as HMI and PLC programming, allows us to internally manage the technical aspects of the project.



A Collaborative Approach to Achieve Best Value: We recognized that IEUA is looking for more than just a design-builder who can implement the prescriptive elements of the RFP. Our approach is designed to create an open, collaborative process for decision making that provides the best value for IEUA by striking a balance between the needs of the users, the dynamics of the operations, and the capabilities of the SCADA system.



A Local Partner: This project will be managed out of CDM Smith's local design-build headquarters in Rancho Cucamonga, which is located less than 15 miles from IEUA headquarters. This office houses our UL 508A control panel fabrication facility which allows us to provide wholesale pricing for panels and greater control over delivery schedules and product quality. Our proximity to IEUA also will allow your staff to easily participated in factory tests.





Mr. Jesse Pompa
May 31, 2017
Page 2

As an authorized representative of CDM Smith, I am empowered to commit our firm and resources to the obligations in the RFP. Please feel free to contact me at (213) 457-2200 or jensendj@cdmsmith.com if you have any questions regarding our proposal, which will remain valid for a period of ninety (90) days.

Sincerely,

A handwritten signature in blue ink that reads "David Jensen". The signature is written in a cursive style with a long horizontal line extending to the right.

David D. Jensen, P.E., BCEE, LEED® AP
Vice President
CDM Smith Inc

SECTION A

Project Understanding

The Inland Empire Utilities Agency (IEUA) operates five treatment facilities which provide sewage treatment, solids waste handling, and recycled water throughout the west end of San Bernardino County. These plants are operated using a variety of control systems. IEUA recognizes that continuing to support systems of varying ages and differing capabilities will result in greater operational issues, increased operator time at the plants, and greater operations and maintenance (O&M) and support costs.

To address this situation, IEUA has initiated a program to upgrade the control systems of its five operating plants using Rockwell Automation's PlantPAx as the preferred platform. By standardizing on PlantPAx, IEUA's updated control systems will achieve higher reliability through built-in redundancy; provide a consistent look and feel which will reduce training time and allow for greater operational flexibility; and better support future growth through a modular control system. Through this program, IEUA is able to negotiate long-term pricing for hardware, software, and technical support from Rockwell and achieve better consistency by using Rockwell's recognized system integrators.



To complete the next phase of its upgrade program, IEUA is seeking a highly-qualified design-builder to design and implement the migration of the SCADA systems for Regional Plant No. 4 (RP-4), located in Rancho Cucamonga, and Regional Plant No. 5 (RP-5), located in Chino, to the PlantPAx Control System. To successfully execute this project, the selected design-builder must:

- have the technical expertise to deliver a comprehensive system upgrade that improves and streamlines the operator interface
- work cooperatively with IEUA to provide the best value solution
- provide the management and technical expertise to complete the project within the agreed upon schedule and budget
- understand system migration and wastewater treatment plant operation to maintain plant operations during the project
- ensure a safe working environment

CDM Smith provides the right combination of SCADA design and implementation expertise, wastewater treatment knowledge, and global design-build experience to successfully migrate RP-4 and RP-5 to a PlantPAx control system that provides IEUA with improved control, greater consistency, and reduced long-term costs.



An Integrated Design-Build Firm: As an integrated design-build firm, our ability to self-perform 95% or more of this project allows us to: provide better control over schedule, costs,

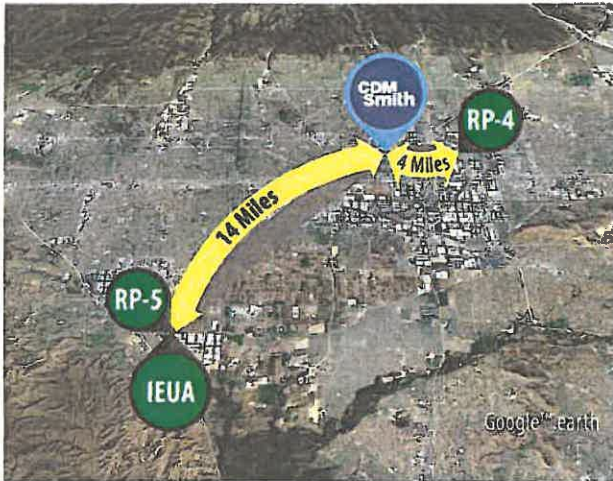
quality, and safety; reduce project risks; and balance the subcontracted work to provide the most competitive costs. Our unique ability to self-perform electrical and I&C work, as well as HMI and PLC programming, allows us to internally control and manage the technical aspects of the project.

Smith's Rancho Cucamonga office houses a UL 508A control panel fabrication facility. This facility allows us to provide whole sale pricing for panels and greater control over production/delivery schedules and product quality.



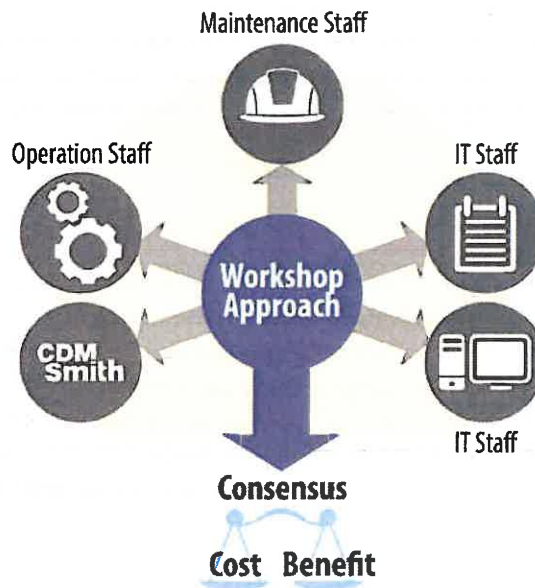
Collaborative Approach to Achieve Best Value: Essential to the success of this project is aligning the thoughts of the designer and IEUA's engineers, operators, and other system users

into a unified vision for the end product that will result in advocacy and ownership when the upgrades are completed. To achieve this, our overall approach is designed to create an open, collaborative process for decision-making that strikes a balance between the needs of the users, the needs of the process, and the capabilities of the technologies used to meet these needs. It is our goal to conduct a series of collaborative workshops to define key decisions early on to facilitate the smooth and timely completion of the SCADA migration.



A Local Partner: This project will be managed out of CDM Smith's Rancho Cucamonga office, which is located less than 15 miles from IEUA headquarters. Our office is also located 4 miles

from RP-4 and 14 miles from RP-5. Our proximity to IEUA headquarters and the plant sites allows CDM Smith to provide quick responses to project issues, better coordination with IEUA, and reduced travel costs. In addition, we will provide local factory tests which can be conveniently witnessed by IEUA staff. In addition to being our local design build headquarters, CDM

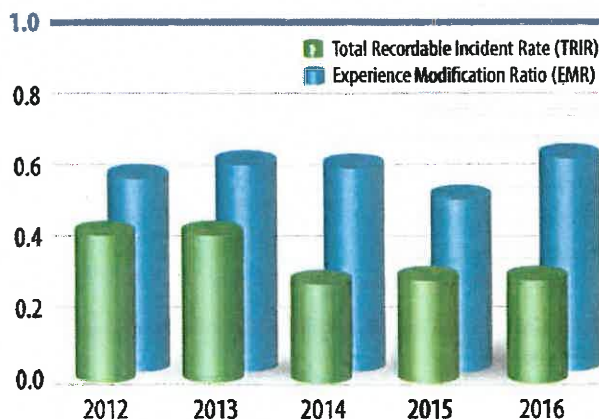




Maintaining Plant Operations: CDM Smith specializes in the design and construction for existing facilities. Whether we are retrofitting or rehabilitating a facility, we understand the importance of keeping an existing facility online and operational during our work. In particular, maintenance of flow and identification of unknown conditions are some of the challenges that we have faced on similar projects. Being able to leverage our wastewater facility experience to effectively address these issues differentiates CDM Smith from its competitors.

For the RP-4 and RP-5 SCADA migration, maintenance of plant operations is a primary requirement such that the SCADA improvements work does not interfere or reduce operating efficiency of the plants. To achieve this, we will employ a systematic approach to application program development and transitioning to the new system while portions of the existing system remain in operation. During transitioning, VPN operator access will be provided to both the existing system and the new PlantPAX system.

A Comprehensive Safety Program: CDM Constructors' health and safety program is based on the principles that people are our greatest asset, accidents and injuries are preventable, and everyone is responsible for safety. Because of this approach, CDM Constructors' safety performance record significantly outshines the industry averages, with a current (2017) EMR of 0.65 - far below the industry average.



CDM Constructors fosters a culture of safety in the office, in the field and on construction sites, and we will prepare a comprehensive Safety Program that complies with the requirements of Occupational Safety and Health (OSHA). During construction, our team will constantly monitor compliance and correct any deficiencies as needed.

Over the past seven years, CDM Smith has received more than 50 awards for our safety performance. Both the City of Stockton's Delta Water Supply Project Design-Build and the U.S. Marine Corp Base Camp Pendleton Design-Build-Operate-Maintain Phase II Program were recognized by the National Safety Council for exemplary safety performance with 2012 Occupational Excellence Achievement Awards.

CDM Smith and IEUA will work in partnership to design and implement SCADA system improvements for RP-4 and RP-5 that provide consistency, higher reliability, and improved operational controls and reporting. CDM Smith provides the right combination of experience, technical expertise, and managerial skills necessary to develop control system improvements that provide the best value for IEUA and smoothly execute the SCADA migration process on schedule.

SECTION B

Scope of Work

While the RFP is very prescriptive with respect to submittals, workshops, planning required prior to field work, and how the migration should take place, we understand that IEUA is looking to work in collaboration with the design builder to develop the best value solution for the new control system. The following sections describe our approach to the scope of work and illustrate areas where CDM Smith's approach and/or capabilities offer added value to IEUA. These sections address our overall approach to project management, development of the design and programming, and field implementation.

Project Management

As a true design build firm, CDM Smith is unique in that it can offer an integrated approach to the design, programming, construction, and overall management of this very complex project. To properly define the project, our integrated team, many of whom have previously worked together on similar projects, will develop a detailed Master Submittal Register that includes a comprehensive list of all workshops, plans, and software and product submittals. This register will ensure both IEUA and CDM Smith staff are in agreement on project requirements and will help eliminate oversights that could disrupt work flow and delay the schedule.

Mark Martinez will serve as CDM Smith's project manager (PM) for the RP-4 and RP-5 SCADA Migration project. Mark will be supported by a Development Team (DT), led by Francisco Alcalá, and a Field Implementation Team (FIT), led by Colin Millet. Our PM, DT, and FIT will apply a systematic delivery approach that incorporates Intelligent P&IDs and smart tagging, PAC programming standardization, code reuse, implementation of high performance HMI graphics, methodical test procedures, and proven design build delivery practices.

Our management philosophy on this project will be a "bottom-up" approach wherein the professionals that are closest to the work and thus most familiar with the challenges they face will have the authority to make decisions to resolve problems expeditiously and efficiently. A key ingredient for this process to work is to make sure key decision makers are kept abreast of issues in the field and that communication lines are open to other team members.

Our PM will remain in close contact with the DT's lead engineer and the FIT's lead programmer and field superintendent throughout the workshops and as submittals are prepared. Our management team will include a Project Controls Engineer who will update and maintain the project schedule on a monthly basis. During the implementation phase, our PM will be in daily communication with the on-site Electrical/I&C Superintendent who will have primary responsibility for the 3 week look ahead schedule. In addition, daily pre-work meetings will help insure that communication channels remain open and all team members including plant operations are abreast of planned work activities for the day.

The DT will be responsible for organization of standard programming and HMI templates; implementation of programming to fulfill the control narratives; HMI

integration, database configuration and population; and integration with Factory Talk Historian, win911, and OSISoft PI. The DT will oversee and coordinate the work of our Rockwell Solutions Provider developing the VantagePoint reporting software, provide integration and support during construction, and perform training of IEUA maintenance and operation personnel. The tasks of the DT will also include installation and configuration of servers and network components in the development environment.

The FIT will be responsible for the control room modifications; panel design, construction, and installation; field investigation; hardware installation; wiring and field connections; migration of the hardware components; software application startup; network components and fiber optic cable installation and testing; cutover execution; I/O and logic testing commissioning; and operational performance testing. The development team will also support the Witness Factory Test, initial system testing, and software deployment.

The following steps define the core processes we will employ to successfully complete the DCS migration:

- Project Management Plan development, including a comprehensive submittal register that defines workshops, product data and panel submittals, programming, migration and test plans, and training outlines
- Field assessment and information collection
- System architecture, panel design, and P&ID development

- Equipment and software procurement
- Control narrative review and update
- Programming and HMI standard definition, development and testing
- Panel design, construction and bench and factory testing
- Field wiring identification and labeling
- Control room modification
- SCADA equipment's installation and setup for I/O and control migration.
- Cutover execution, I/O and control migration and field demonstration test (Software Acceptance Test).
- Operation performance test
- Operator and maintenance Training

The Project Execution Flow Chart shown below provides a graphic presentation of the migration process described above.

Design, Programing, and Preconstruction Activities

Field Assessment Approach

The quality and completeness of the field assessment will be a key factor in developing the overall design and transition plans. The objective of the field assessment is to obtain all relevant

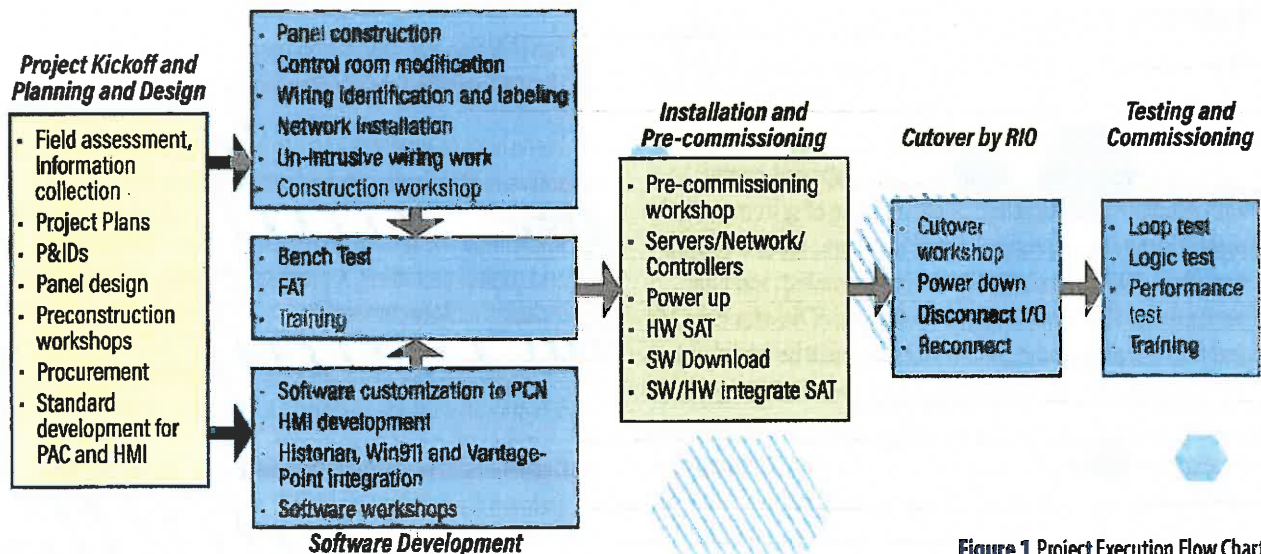


Figure 1 Project Execution Flow Chart

information required to successfully complete the migration of both plants to the Rockwell PlantPAx platform in a timely manner. During the assessment, the FIT will focus on collecting key information about the hardware conditions, control room layout and modification requirements, panel locations, I/O verification, conduit and wiring conditions, fiber optic and copper networks, process diagrams, existing control architecture, application and HMI screens, and other condition information. Concurrently, the team will interview operation and maintenance personnel to identify non-documented factors and challenges that may affect to the migration process. All the information collect during the field assessment will be organized to support the development of the new control system design and programming.

Design Approach

CDM Smith will use SmartPlant Piping & Instrumentation Diagrams (P&ID's) to customize IEUA's tagging standards and produce a common database that will be used during the migration and can be used for future modifications of IEUA systems. Smart P&ID's are based on the 2D process diagrams typically produced with an associated database. The "intelligence" is driven by associating the database with objects and tags within the drawings. Beginning with the creation of intelligent P&ID's, the design process utilizes this "single source" of data to drive the creation and updating of the control system design. The common database will also be used as input for panel design, bill of material, population of test forms and I/O check. The design will be implemented in a 70% and 100% delivery in synchronization with the workshop and submittal schedule.

Software Development and Implementation

CDM Smith will follow IEUA, PAC programming standards, SCADA development and testing guidelines, and high performance HMI programming standards as the basis for software development. The software development begins with establishing a thorough understanding of system and control architecture, process control diagrams, process control narratives, IEUA's standards for PAC programming, and high performance HMI requirements. Definition of the standard AOI and HMI template and standard faceplates will be complemented by a set of programming notes procedures that will guide the customization of the process control narrative into the PlantPAx development. These technical notes will include procedures for configuration and setup of the PlantPAx logic, FactoryTalk HMI, FactoryTalk Historian, Win911, VantagePoint, and Enterprise

Historian. Each technical note will include test procedures for the bench, factory, and commissioning test.

CDM Smith has developed a set of custom tools specifically for database conversions using Rockwell products which we will use during the RP-4 and RP-5 migrations. The use of these customized data conversion tools will allow the rapid integration of the legacy database into the new system and facilitate the overall transition process.

The network, servers, software configuration, and programming will be executed with special attention to applying cybersecurity best practices following the manufacturer, IEUA, and CDM Smith cybersecurity guidelines. The CDM Smith Automation Discipline Cyber Security Guidelines are based on ASCE/AWWA/WEF, Interim Voluntary Security Guidance for Wastewater/Stormwater Utilities and NIST 800-82: Guide to Industrial Control Systems (ICS) Security. Please see **Attachment A** for the CDM Smith Automation Discipline Cyber Security Guidelines.

The software development and implementation process is outline below:

- Review of existing information, including P&ID, control narratives, panel drawings and I/O list, client standards and all information relating to the software scope
- Field review to gather information to develop and complete P&IDs and I/O lists, and gather data needed to perform work
- Field site assessment for the control rooms modifications, panel modifications, conduit routing for fiber optic and copper cabling
- Panel design and fabrication (performed at the CDM Smith UL 508A certified shop in Rancho Cucamonga)
- Workshops to organize and verify all the hardware and software standards, components, and licensing.
- Implement the system architecture, P&ID development and control narratives. A proposed Network Architecture is included as **Attachment B**
- Development and installation of VantagePoint and integration with the FactoryTalk PlantPAx system
- Development of testing plans, Software Transition Plan, Training Plan, Software and I/O and device testing forms

- Completion of project workshops:
 - Overall System workshop
 - Electrical I&C and Mechanical workshop (if required)
 - SCADA System programming and standards workshops
 - Process and control narrative review workshops
 - Monthly progress workshop
 - 70% Project update workshop
 - Submittal preparation and review workshop
 - Testing, Training, Startup and Commissioning workshop
 - Hardware, Software and Network components installation and configuration
- Definition and collection of standard libraries; data conversion; development of display templates, HMI objects, and standards faceplates
- RP-5 Software development
- RP-4 Software development
- Integration of FactoryTalk and Enterprise Historian, VantagePoint, and Win911 OSISoft
- Bench and Factory Demonstration Tests
- RPS software implementation, testing, and commissioning
- RP4 software implementation, testing, and commissioning
- Commissioning, deployment, and testing of FactoryTalk and Enterprise Historian and Win911 OSISoft
- Development of as built documentation
- Operator and maintenance staff training
- Warranty period support

Implementation Phase

Panel Design and Fabrication

CDM Smith has an in-house UL508A panel shop which will manufacture the new control panels and back panels with new hardware for existing panel enclosures. In addition, we are a licensed electrical contractor with a combination of certified IBEW journeyman electricians many of whom have been with CDM Smith for over 10 years. Personnel in our panel fabrication

facility design, fabricate, install, and commission custom-made instrumentation and control panels to match each project's unique requirements for size, mounting, environment, materials, accessories, and rating. Having our own panel shop allows us to self-perform over 90% of the instrumentation and control work on the project, which provide us with better control over the quality and schedule of the work. All work performed by our panel shop follows CDM Smith's rigorous Quality Management System which requires multiple checks of drawings, fabrication, and construction to minimize rework and maximize client value and satisfaction.

Due to our close proximity to the plant sites and IEUA headquarters, IEUA has the benefit of visiting our facility to confirm that the new control panels and back panels meet their requirements prior to seeing them installed in the field. Both unwitnessed and witnessed Factory Acceptance Tests will be standard protocol on all hardware and software systems for this project.

Using our design build implementation approach, the panel shop will directly interface and coordinate with disciplines groups within CDM Smith. This creates a more cohesive and expeditious delivery process, allows us to react quickly to design changes, and reduces time and effort required for all parties to address issues during the execution of the project. In addition, this synergy between engineering disciplines, field technicians, and programmers allows for a more cohesive and seamless start-up and commissioning process.



Testing and Commissioning

The test approach begins with the development of a comprehensive test plan that covers all hardware components and software. Our plan will follow IEUA SCADA development and testing guidelines for software testing and will include the development of test forms for I/O, devices, and logic. The use of Intelligent P&IDs will allow us to use a common database specifically oriented to link the tag list to the test forms. The testing plan will be executed following CDM Smith's rigorous quality assurance procedures for all test procedures.



conversion tool, making the data accessible throughout the new architecture. At the same time, Ethernet/IP can be deployed redundantly in self-sealing topologies. Additional steps were previously taken to mitigate risk by deploying of the factory tested faceplates and graphics which the operators are already trained and accustomed to, so that the new HMI is adopted very rapidly.

Phase II: The cutover plan will be adapted to the necessities and requirement of each plant and will be delineated as one of the key milestone on the transition plan. The emphasis of the cutover plan will be the documentation and preparation of the execution process to minimize the risk, reduce the time of the necessary shutdown and mitigation activities, and to ensure the continuous operation allowing the visualization on the new and old system in concurrent mode. A coordination and cross check plan between the field technician, system integrators, operator and supervisor will allow a smooth cutover process. A custom cable solution will be installed where it is required to provide a new path of communication from the existing ControlLogix I/O terminal points to the new RIOs. Communication gateway to vendors PLCs will be configured and mapped to the register database will be set as well.

The cutover and loop testing will be executed according to a well-planned, detailed schedule that has been validated by the plant operation and maintenance representatives. I/O and logic testing will be performed with the clear focus on each new I/O and services operating condition per schedule. FactoryTalk and Enterprise Historian, VantagePoint, Win911 OSISoft integration will be included as an integral part of the testing.

DCS Migration and Transition Planning

Based on our experience with similar projects, we will develop detailed migration plans that are customized for each plant. The DCS migration process will be performed in two phases as described below.

Phase I: In this phase a new redundant server's infrastructure, new RIOs, or non-intrusive changes on existing panels will be set in place including installation of all the new SCADA software. An interface to existing clients will be put in operation through a Foxboro gateway (RP-5), a virtual thin client connection or a remote desktop session, along with dual monitors which allow the visualization of both systems throughout the migration process. Meanwhile the new clients will be readied for operation. Data will be converted to Logix native tags utilizing the database

Training

CDM Smith will provide training to IEUA staff, including several off-site, specific vendor training sessions related to maintenance and technical support of the new platform. For the training to be provided by CDM Smith on site, The primary objective of on-site training provided by CDM Smith will be to ensure that operations staff are familiar with the new SCADA system and know how to maneuver within the system, call up displays, acknowledge alarms, and perform other control functions. The secondary objective of this training is get operators familiar with the details of company-specific configuration including the graphics they will be controlling from, how the specific faceplates look, and how alarms are configured.

Our goal is to provide a comprehensive operator training program with the active participation of IEUA's operations and maintenance staff during the development workshops, system testing, and training sessions. During this process, we see ourselves as coaches who are there to assist IEUA's staff. For the maintenance staff, training will focus on maximizing knowledge transfer about the details of the hardware and software components.



Our specialists can **prepare, implement and perform comprehensive staff training programs** specifically geared to plant and personnel needs.

Field Implementation

The following sections define the sequence of work for the migration for each plant site.

RP-5 Migration

Prior to the start of construction work, CDM Smith will mobilize to the RP-5 plant with an office trailer and temporary facilities at a location directed by IEUA. Electrical and broadband internet service will be installed to the office trailer. Fulltime personnel assigned to the site will vary by workload but is anticipated to be an Electrical and Instrumentation Superintendent, journeyman electrician(s), senior programmer and junior programmer(s). The field team will be supported by the Project Manager and Construction Manager as well as additional programmers, SCADA technicians and engineers from the Rancho Cucamonga office as needed.

The proposed schedule shows the sequence of work for both plants and adheres to the desired sequence in the RFP. If

needed, the order of system migration will be refined after the workshops with Plant Operations. After the Factory Acceptance Test (FAT) of all servers and work stations, the DCP and servers will be installed at the RP-5 Server Room. This will involve consolidation of servers into spare spaces in existing server cabinets, removal of one of the server cabinets and the existing Foxboro DCS cabinet after migration of the data concentrator and ancillary equipment to the new DCP. There will be additional work performed including the reconfiguration of loads to UPS panels and possible upgrading of UPS units as well as patching the new server into the DLR ring.

After completion of network equipment, the focus will shift to the migration of I/O at the individual Power Centers. CDM Smith's management philosophy at this phase of the project is to take a "contingency approach" to scheduling. We will schedule a daily pre-work meeting between our key personnel on site and the plant operators to review the systems that are planned for migration for that day as well as any issues that may have arisen during Operational Performance Testing (OPT) of prior systems that have been migrated. During this informal morning meeting, we will also discuss any lessons learned from the prior day's migration that will help subsequent transitions go more smoothly. We will employ a 3-week look-ahead schedule that will be updated daily so that Plant Operations knows exactly what the planned sequence of equipment migration is. This allows both our programmers and electricians and Plant Operations to adjust the schedule when unexpected process flow or equipment conditions arise.

As required in the RFP, the first system to migrate will be the Plant Influent Process ("Pilot Plant"). Preceding this and all migrations will be Process Control Narrative (PCN) and Transition Plan workshops. There are constraints regarding the number of allowed workshops per week and time limits to submit a draft transition plan and develop the software and schedule control panel testing after the workshop that will be part of a detailed submittal register and detailed CPM schedule that will be developed.

The migration of I/O at each Power Center DCS (re-designated RTU cabinet) will essentially follow the Migration Plan in the RFP with some variation that we believe will improve the process. We will move the existing Rittal PC enclosure off the cover of the cable trench (we believe cables are long enough to allow this) and install the new Rittal HMI cabinet in its place. See **Attachment C** for a preliminary layout of this cabinet. The

new cabinet will have the HMI on the front door and the rear section will house the I/O modules. The plan is to replace one Foxboro FBM module at a time in the existing DCS cabinet with the Rockwell IFM module. The DCS cabinets have spare channel to mount the initial IFM's and then as migration progresses, the Foxboro FBM's will be removed to free up channel space. The IFM will have a premanufactured Cablefast cord that will be routed in the cable trench to the new Rittal HMI enclosure and to the appropriate new I/O module.

Our three-week look ahead schedule will detail PCN and Transition Plan workshops as well as which equipment or process system will be migrated on each day. For example, Influent Pump Station (IPS) Pump #1 including the VFD, pressure switch, and other equipment associated with this pump would be scheduled to be migrated to the new system on a Monday afternoon when flows are lower. In coordination with Operations and our electrician, lock-out/tag-out would be implemented to disconnect all power to the affected control conductors. The CDM electrician would then transfer all wiring associated with this load utilizing a termination or "laydown" sheet that lists the number of the field conductor and the corresponding terminal point on the IFM module. After completion of the physical wiring move, the CDM on-site programming team with an electrician will begin to check-out that all points are visible on the PlantPax system and will perform the logic loop checks to insure that they conform to the PCN. The team will then be ready to re-energize the IPS #1 system and perform the Software Site Acceptance Test (SAT). A binder will be kept with all necessary check-off forms for use by our team and IEUA personnel as the system is operated on the PlantPax platform.

After the SAT is accepted, the OPT period will begin and a log will be kept by Plant Operations to document any irregularities with the system. During this period, the IPS #1 system can be operated by both the PlantPax software as well as the current Foxboro DCS system by use of the new redundant server's infrastructure, new RIOs or non-intrusive changes on existing panels which will be set in place including installation of all the new SCADA software. An interface to the existing clients DCS will be put in operation through a Foxboro gateway, a virtual thin client connection or a remote desktop session, along with dual monitors which will allow the visualization of both systems throughout the migration process. Meanwhile the new client's workstation will be ready for operation. Data can be converted to Logix native tags utilizing the database conversion tool, making the data accessible throughout the new architecture.

At the same time, Ethernet/IP can be deployed redundantly in self-sealing topologies. After completion of the transition, our team will confirm the Historian is correctly recording data from the system, VantagePoint reports are correctly generated and confirm that alarms are working on both the PlantPax as well as the Raco and WIN-911 system as applicable. As the number of systems that are transitioned grows, it is our intent to add an additional programmer to the onsite team to deal promptly with OPT issues that may arise. This will allow the core team to continue to progress with transitioning new systems and maintain the schedule.

As the completion of the system transitions at RP-5 approaches, CDM Smith will complete as-built documentation. As-built documentation will be transmitted after completion of each RTU that is transitioned to minimize the time required at the end of the RP-5 migration activities. The team will move to the RP-4 site while maintaining a presence at RP-5 to resolve any OPT issues. As those issues are resolved, we will demobilize our site office and service any OPT and warranty issues on an on-call basis.

RP-4 Migration

The migration of RP-4 systems will follow the same general sequence used at RP-5 and will be facilitated due to the plant already having a legacy Rockwell SCADA platform in place. Work will commence in the Server and Control rooms and interior remodeling will be done as described in the preferred options. Transfer of the data concentrator, RACO pager Contrologix I/O modules from the existing RTU-4 to the new DCP will be performed. In addition, new fiber optic cable will be installed to achieve the desired DLR topology.

Of particular challenge at RP-4 is the relocation of the network equipment in the existing electrical/switch room (aka "garage") to the existing and new server racks in the Server Room. Our approach to this seeming conundrum will be to assign a SCADA technician and electrician to tag and as-build the destination of every cable that terminates in the rack using whatever plant documentation is available. After this information is tabulated and analyzed, we will design an overhead cable tray system to route the cables to the new location. Conductors that are too short to reach will be extended via a fiber optic or ethernet patch panel to be located preferably at an accessible location in conditioned space. Until it has been determined which cables are too short, it will not be possible to size the rack required and determine space constraints. The actual movement of cables

to new patch panels will require close coordination with plant operations.

The server racks will be populated with new network equipment comparable to the existing and then each cable which has been identified with the system it serves will be moved to the new switch or patch panel. It may be required to do this work during off-hours to minimize disruption to plant operations as well as expedite cable installation in the plenum above the ceiling. Performing this work during off hours would also provide a safer work environment for both CDM Smith and Plant Operations employees due to the close quarters in the Administration Building. Our approach is premised on performing this work during off-hours and with Operator support as communications cables are migrated to new network equipment in the Server Room.

Once work is complete in the Administration Building and the servers, PLC processors and fiber optic backbone have been installed and tested, the team will proceed to the MCC-1 Building and RTU-1. The plan at this RTU is to install a pre-fabricated backboard with new I/O and IFM modules at the space available at the lower left side of the cabinet. Premanufactured cords will be installed to the existing IFM's to eliminate having to transfer



field wiring. New PLC processors will be installed at available spare spaces on the existing channel at the top of the cabinet. We will again follow the protocol established at RP-5 and begin to transfer individual systems and sub-systems based on a schedule that has been developed in close coordination with the Plant Operators. After successful completion of the SAT for each system, the OPT will begin and the team will move onto the next system. Again, an atmosphere of "contingency planning" will prevail as the team will be prepared to move to alternate systems in the event there are unexpected changes in process flow or equipment availability that make last minute changes necessary. With the legacy Rockwell PLC equipment and new PlantPax platform in place, operators will be able to see control systems concurrently through new redundant server's infrastructure, new RIOs or non-intrusive changes on existing panels which will be set in place including installation of all the new SCADA software. An interface to the existing clients will be put in operation through a virtual thin client connection, along with dual monitors which will allow the visualization of both systems throughout the migration process.

Both RTU-1A and RTU-1B will essentially become junction boxes as all I/O will be moved to RTU-1. In the case of RTU-1A which is contiguous with RTU-1, conduit will be installed between the two cabinets and field wiring will be extended into the IFM's in RTU-1. RTU-1B which resides in the primary clarifier area will have field wiring extended to RTU-1 via a spare fiber optic conduit. No physical work is required in RTU-1C; however, I/O and loop logic checks will need to be made when the systems are transferred to the PlantPax platform. RTU-1D is the IPS Pump Control panel. We will relocate the local selector switches and pilot lights to MCC -1, rewire the starter buckets and unless spare conduits are located, provide conduit and wire from MCC-1 to RTU-1 for the relocated I/O. This work will require coordinated outages with Plant Operations to allow our electricians to work safely during conduit, wiring pulling and termination activities. In addition, new emergency stop pushbuttons will be installed at the pump station for each of the IPS pumps. This will require new conduit and wire back to RTU-1D and then use of spare conductors to the MCC. New intermediate terminal strips will be installed as required.

Work in RTU-2 and RTU-2A in the MCC-2 Building essentially follows the same scenario as RTU-1 but without any significant field work. A prefabricated backplate with new I/O modules will be installed in the existing RTU-2 cabinet with prefabricated cords to existing IFM modules to eliminate transfer of field

wiring where possible. Field wiring will need to be extended from RTU-2A to RTU-2.

Work associated with RTU-3 in the MCC-3 Building will involve adding conduit and wire on the Aeration Basins. Fiber optic cables will be added from RTU-3 to a new fiber optic switch cabinet at the Basin. Ethernet cables in new conduit will be extended to each of six existing Flex I/O panels on the Basins. For the most part, conduit can be installed along the handrails on existing supports. However, new diamond plate steel walkway bridges will need to be installed to allow the conduit to pass across the walkways. Once all cable is installed and tested, migration of the valves and instruments on the basins can begin. To enhance the schedule, our approach will be to accomplish the conduit and wiring work well ahead of the planned system migration dates.

Work associated with RTU-5 in the MCC-5 Building and RTU-5B in the MCC-5B Building also follows similar sequences as previously described. I/O for the reclaimed water system at RTU-5 will be transferred to RTU-5B as RIO. This will involve installation of an ethernet cable through existing conduit between the two cabinets. The PLC processor at RTU-5C which resides at the Reservoir will be upgraded to a CompactLogix PLC. RTU-6 in the MCC-4 Building will have all I/O reconfigured as RIO which will require a new ethernet switch.

On both RP-4 and RP-5, there are many vendor equipment packages which are controlled by their own factory provided PLC's and I/O modules that reside in a skid or remotely mounted local control panel. The IO from these panels is listed as soft

IO in the RFP. Vendor PLC integration will require that each Vendor supply a list of tag arrays for CDM Smith to be used in the interface programming portion of the PACs and PAX. This information should be made available to CDM Smith as soon as possible after contract award. The Vendor must be available during the preliminary testing of each soft I/O from Vendor PLC into the PACs and PAX. This will assure communications from Vendor PLC is established as well as functional monitoring and controls to the PACs and PAX. For purposes of this proposal, we have assumed that all the data and logic from these panels is reporting and operating satisfactorily and optimally. Thus, we will check that all IO points are reporting into the PlantPAX platform but have not included time to perform logic loop checks on these systems. If there are logic or performance issues with these vendor supplied packages after migration, we must assume that it was a preexisting condition that will need to be resolved by the Vendor. We will certainly help in any integration into the new SCADA platform that the vendor may require.

After completion of RP-5 migrations, the team will complete all as-built documentation and provide support for any OPT Issues that arise. Contract close-out will commence.

As specified in the Summary of Work section of the RFP (p. A-11), Rockwell Automation Services will determine the useful life of their equipment and third party equipment in panels and develop a recommendation for the number of spares needed. In addition, Rockwell will update the Installed Base Evaluation database to account for the new equipment for each plant. Rockwell has provided a detailed scope of services which is included in this proposal as **Attachment D**.



Attachment A

CDM Smith Automation Discipline

Cyber Security Additions to

Design Guidelines

PART 1 INTRODUCTION

1. PURPOSE AND SCOPE

The primary intent of these guidelines are to standardize our approach to incorporating cyber security into our current design process to enhance the quality and consistency of Automation Engineering work performed at CDM Smith. These guidelines are a supplement to the Automation Design guidelines.

--- No further additions in Part 1 ---

PART 2 DESIGN PROCESS

1. ASSIGNMENT OF PROJECTS OR TASKS
2. BUDGET TRACKING
3. PROJECT PLANNING
4. DETERMINING THE TECHNICAL DESIGN REQUIREMENTS
 - a. Internal Coordination
 - b. Design Checklist

Relevant cyber security guidelines

- ASCE/AWWA/WEF, **Interim Voluntary Security Guidance for Wastewater/Stormwater Utilities**, 2004 (especially Section 5 – Cyber Security). The primary purpose of this document is to provide considerations for the design of wastewater and stormwater systems that can help to reduce the risks posed by malevolent threats. The document is intended to be used by wastewater and stormwater professionals who have completed a vulnerability assessment and are looking for ways to improve the security of their system through utility management, facility operations, and infrastructure design. www.wef.org/WorkArea/DownloadAsset.aspx?id=3605
- ASCE/AWWA/WEF, **Interim Voluntary Security Guidance for Water Utilities**, 2004. The purpose of this guidance is to provide a centralized starting point for utilities as they incorporate modern security practices into the construction or retrofit of their water systems. The guidance focuses on these four common principles: Maintaining decision-making about security at the local utility level

- •Developing a balanced approach to security by applying design, management, and operations strategies
- •Developing cost-effective solutions
- •Successfully introducing security into the culture of water utilities.
www.awwa.org/awwa/science/wise/report/cover.pdf
- **NIST 800-82: Guide to Industrial Control Systems (ICS) Security.** As part of the continuing effort to provide effective security standards and guidance to federal agencies and their contractors in support of the Federal Information Security Management Act and as part of the effort to protect the nation's critical infrastructure, NIST continues to work with public and private sector entities on sector-specific security issues. 800-82 is a guide to Industrial Control Systems Security.
<http://csrc.nist.gov/publications/nistpubs/800-82/SP800-82-final.pdf>
- **ANSI/ASCE/EWRI 56-10, Guidelines for the Physical Security of Water Utilities** (also 57-10 wastewater/stormwater). Available through InfoCenter on Techstreet
- **ANSI/ASCE/EWRI 57-10, Guidelines for the Physical Security of Wastewater/Stormwater Utilities.** Available through InfoCenter on Techstreet
- **ANSI/AWWA G430-09, Security Practices for Operation and Management.** This has received Safety Act designation in 2012 and provides immunity from lawsuits if the standard is followed. Available through InfoCenter on Techstreet
- **ANSI/ASME-ITI/AWWA J100-10, Security Practices for Operation and Management.** This has received Safety Act designation in 2012 and provides immunity from lawsuits if the standard is followed. Available through InfoCenter on Techstreet
- **AWWA & Department of Homeland Security (DHS), Roadmap to Secure Control Systems in the Water Sector,** www.awwa.org/files/GovtPublicAffairs/PDF/WaterSecurityRoadmap031908.pdf

Other cyber security resources:

- ICS-CERT, www.us-cert.gov/control_systems/
- Automation Standards Compliance Institute (ASCI), ISA Security Compliance Institute (ISCI), www.isasecure.org/
- DHS, US-CERT Tool, www.us-cert.gov/control_systems/satool.html
- ODVA. ODVA is an organization that supports network technologies built on the Common Industrial Protocol (CIP™) — DeviceNet™, EtherNet/IP™, CompoNet™, and ControlNet™. The following link is a great reference to a PDF that explains the basics of Securing EtherNet/IP networks
[www.odva.org/Portals/o/Library/Publications Numbered/PUB00269Ro ODVA Securing EtherNetIP Networks.pdf](http://www.odva.org/Portals/o/Library/Publications%20Numbered/PUB00269Ro%20ODVA%20Securing%20EtherNetIP%20Networks.pdf)

c. Communication with Client

Discuss the following cyber security items with the client when discussing the technical approach:

- Check if a Vulnerability Assessment that has a Cyber Security component is available. (IVSG-WW 5-3)
- Coordinate (and partner) with utility IT department (IVSG-WW 5-4)
- Use third party to evaluate firewall and IDS effectiveness (IVSG-WW 5.4.1.2, IVSG-W 5.6.1)

- Ask about the availability of VPN connections for outside users (IVSG-WW 5.4.1.2)
- Ask about versions in use and check Operation System, Anti-virus, applications are up to date with current patches
- Identify and characterize (to port level) all connections between business and control networks (IVSG-W 5.6.1)

5. INFORMATION AUTOMATION NEEDS TO COMPLETE THEIR WORK

The following table illustrates many of the cyber security items that need coordination with other disciplines.

Discipline to Coordinate With	Automation Discipline Coordination Item(s)
Process Mechanical	<ul style="list-style-type: none"> ▪ Nothing additional to normal design guidelines.
Electrical	<ul style="list-style-type: none"> ▪ Uninterruptible Power Supply sizes ▪ Security Systems
Site/Civil	<ul style="list-style-type: none"> ▪ Nothing additional to normal design guidelines.
HVAC/Plumbing	<ul style="list-style-type: none"> ▪ Nothing additional to normal design guidelines.
Structural	<ul style="list-style-type: none"> ▪ Nothing additional to normal design guidelines.
Architectural	<ul style="list-style-type: none"> ▪ Control room and server closet design incorporating Cyber security features

6. RECOMMEND CYBER SECURITY DELIVERABLES AT DESIGN MILESTONES

- 10 Percent Design deliverable (Internal)
- 30 Percent Design deliverable
- 60 Percent Design deliverable
- 90 Percent Design deliverable

--- No further additions in Part 2 ---

PART 3 EXPLANATION OF DESIGN DELIVERABLES

--- No further additions in Part 3 ---

PART 4 TECHNICAL CONSIDERATIONS DURING DESIGN

1. INTRODUCTION

When referencing a guideline, the following abbreviations are used:

IVSG-WW	Interim Voluntary Security Guidance for Wastewater/Stormwater Utilities (ASCE/AWWA/WEF)
IVSG-W	Interim Voluntary Security Guidance for Water Utilities (ASCE/AWWA/WEF)
NIST 800-82	NIST 800-82: Guide to Industrial Control Systems (ICS) Security.
GPSWU	Guidelines for the Physical Security of Water (Wastewater/Stormwater) Utilities (ANSI/ASCE/EWRI 56-10 (57-10))

2. DRAWINGS

a. Control System / Network Architecture Drawings

The following cyber security items should be addressed on these drawings.

- Segment business and control networks using Air Gap, Dual-homed Servers, Routers, and Firewalls. (IVSG-WW 5.4.1.2, IVSG-W 5.6.1). Air Gap is not recommended in CDM Smith.
- Implement Firewalls in a layered approach (IVSG-W 5.6.2)
- Segment business and control networks using dual firewalls with middle DMZ (NIST 800-82 5.3.6)
- Review Router ACL policy configuration (IVSG-W 5.6.1)
- If public or business networks are used for control data, consider using VPN connections (IVSG-WW 5.4.1.2, Use third party to evaluate firewall and IDS effectiveness (IVSG-WW 5.4.1.2, IVSG-W 5.6.2)
- If dial-up telephone modems are needed Use design tips in 5.4.2 (IVSG-WW 5.4.2, IVSG-W 5.6.3). Telephone modems pose unique security risks, so avoid using them if at all possible.
- Consider encrypting devices or spread spectrum radios for RTU commands (IVSG-WW 5.4.2, IVSG-W 5.6.4)
- Consider encrypting radio traffic. Using Spread spectrum radios is suggested. (IVSG-WW 5.4.3)
- Use redundant SCADA servers (IVSG-WW 5.5, IVSG-W 5.6.1)
- Use an IDS at the internet gateway (IVSG-WW 5.4.1.2, IVSG-W 5.6.2)
- Consider a backup method to collect remote data if primary communications fails (i.e. backup communications or procedure) (IVSG-W 5.6.1)
- Provide redundant communication paths for Saboteur/Insider threats (GPSWU)

b. Control Room Drawings

This likely appears on an Architectural drawing. The following cyber security items should be addressed on these drawings.

- Restrict access to control rooms with tracking locks.(IVSG-WW 5.4.5)
- Harden control room doors, windows, walls.(IVSG-WW 5.4.5)
- Implement restricted access to SCADA control room (IVSG-W 5.6.1)

c. Server Closet Drawings

This likely appears on an Architectural drawing. The following cyber security items should be addressed on these drawings.

- Put SCADA servers in lockable, climate controlled area (IVSG-WW 5.4.5)
- Provide climate controlled locked enclosure for SCADA servers and networking components (IVSG-W 5.6.1)
- Restrict access to the network server room with tracking locks (IVSG-WW 5.4.5)
- Backup power (4 hr minimum) including UPSs and possibly generator for network equipment (IVSG-WW 5.5)

d. Electrical Plan Drawings

The following cyber security items should be addressed on these drawings.

- If WiFi is used, locate the access points to minimize broadcast area to within the needed areas. Avoid placing so that coverage extends over the fence line. (IVSG-WW 5.4.3, IVSG-W 5.6.4)

3. SPECIFICATIONS

a. Testing

b. 13303 (40 9030) – Training

The following cyber security items should be addressed in this specification.

- Cyber security training including training for password creation & use, Rouge networks, Off site computers, system log out rules. (IVSG-WW 5.2, 5.6)
- Routinely back up all SCADA programs for PLCs, RTUs, SCADA servers and other programmable devices for recovery. Store offsite. (IVSG-W 5.6.1)
- Contract of periodic evaluation using a third party to evaluate firewall and IDS effectiveness (IVSG-WW 5.4.1.2, IVSG-W 5.6.2)

c. 13306 (40 9635) – Application Engineering Services

The following cyber security items should be addressed in this specification.

- Computer/Network - Verify current anti-virus, application security patches, change default passwords (IVSG-WW 5.4.1.2)
- HMI - Configure Individual logon credentials to access SCADA (IVSG-WW 5.4.4)
- HMI - Configure SCADA privileges to match responsibility level (IVSG-WW 5.4.4)
- HMI/OS - Configure log files track operator actions (IVSG-WW 5.4.4)
- General - Use appropriate password strength rules (IVSG-WW 5.4.4)
- HMI - Configure timeout to protect against empty control room (IVSG-WW 5.4.4)
- PLC/HMI - Limit set point ranges to safe values (IVSG-WW 5.4.4)
- HMI - Use version tracking for SCADA system changes (IVSG-WW 5.4.5)
- Computers - Backup SCADA servers and programming workstations nightly. (IVSG-WW 5.4.5)
- Computers - Verify that server and workstation backup system works. Provide a copy for offsite storage (IVSG-W 5.6.1)
- Computers - Install anti-virus software with daily updates (IVSG-WW 5.4.5, IVSG-W 5.6.1)
- HMI/OS - Change all OS and HMI passwords from default (IVSG-WW 5.4.5, IVSG-W 5.6.1)

- HMI - Set passwords to auto expire (IVSG-WW 5.4.5)
- HMI - Use (configure) redundant SCADA servers (IVSG-WW 5.5, IVSG-W 5.6.1)
- PLC - Require password for program changes to controllers (i.e. PLCs) (IVSG-WW 5.4.4)
- Radio/PLC - Provide loss of communication alarms for Radios (IVSG-WW 5.4.3, IVSG-W 5.6.4). Also provide for PLCs (BI).
- Computers - Consider "physical security measures" for general machines located in exposed locations such as on top of tables or under desks. Examples include USB Port Locks, Removing / Disabling USB/CD/DVD disk drives, etc. These features could be disabled through software as well. (Internal)
- Computers - Disable auto-play on all USB and CD/DVD (Internal)
- Make sure HMI software security is enabled and graphics and database actually are configured to require a security group membership to write commands (Internal)
- Do not run HMI software in default Windows administrator account (internal)
- Do not run HMI software services in default Windows system account
- Document Disaster recovery. Can we rebuild the system if it is destroyed, including historical data for EPA driven reports?
- If using WiFi, configure encryption at an appropriate security level, turn off beaconing (IVSG-W 5.6.4)

d. 13307 (40 9052) – Support of Application Engineering Services

The same items as 13306 (40 9635) – Application Engineering Services.

e. 13310 (40 9413) – Computer System Hardware

The following cyber security items should be addressed in this specification.

- Provide anti-virus software (IVSG-WW 5.4.5, IVSG-W 5.6.1)

f. 13311 (40 9443) – PLC Hardware and Software

The following cyber security items should be addressed in this specification.

- Include ability to require password to make programming changes (IVSG-WW 5.4.4)

g. 13315 (40 9443) – HMI System Software

The following cyber security items should be addressed in this specification.

- Supports Individual logon credentials to access SCADA (IVSG-WW 5.4.4)
- Supports SCADA privileges to match responsibility level (i.e. Groups) (IVSG-WW 5.4.4)
- Supports log files track operator actions (IVSG-WW 5.4.4)
- Supports automatic password timeout to protect against empty control room (IVSG-WW 5.4.4)
- Supports Limiting set point ranges to safe values (IVSG-WW 5.4.4)
- Supports version tracking for SCADA system changes (IVSG-WW 5.4.5)
- Supports passwords auto expiration (IVSG-WW 5.4.5)
- Supports redundant SCADA servers (IVSG-WW 5.5, IVSG-W 5.6.1)
- Supports security at the graphics and database level to require a security group membership to write commands (Internal)

h. 13320 (40 9510) – Control and Data Networking Equipment

The following cyber security items should be addressed in this specification.

- If used, specify routers, firewalls (IVSG-WW 5.4.1.2)
- Firewalls should be stateful packet inspection or proxy served (IVSG-WW 5.4.1.2, IVSG-W 5.6.2)
- Specify an IDS if needed
- If using WiFi, require encryption at an appropriate security level (IVSG-W 5.6.4)

i. 13330 (40 9513) – Control Panels and Panel Mounted Equipment

The following cyber security items should be addressed in this specification.

- Specify lockable PLC cabinets (IVSG-WW 5.4.5, IVSG-W 5.6.1, GPSWU A 12.1)
- Specify lockable Radio cabinets (IVSG-W 5.6.4, GPSWU A 12.1)
- Specify an intruder switch on control panels (IVSG-W 5.6.1, GPSWU A 12.1)
- Provide radio cabinets tamper alarms (IVSG-WW 5.4.3, IVSG-W 5.6.4)

j. 13335 (40 9514) – Uninterruptible Power Supply (Single Phase)

The following cyber security items should be addressed in this specification.

- Specify UPS for servers, network equipment, and vital workstations. (IVSG-WW 5.5, IVSG-W 5.6.1)
- Specify 4 hr minimum of backup power for SCADA servers, workstations, and network equipment. If using a generator, the UPS only has to supply enough power to provide time for the generator to start (30 minutes). (GPSWU A.12.0)

k. Radio Specification

The following cyber security items should be addressed in this specification.

- Spread spectrum radios are preferred (IVSG-WW 5.4.3, IVSG-W 5.6.4)

--- No further additions in Part 4 ---

Attachment D

1 Rockwell Automation Statement of Work

A Rockwell Automation Installed Base Evaluation is designed to support the decision making process on where to initiate improvements and how to implement an effective maintenance strategy. Establishing a baseline of your manufacturing environment can be done effectively through on-site evaluations of key areas, spanning from the installed base to the storeroom inventory. After performing a customized Installed Base Evaluation, Rockwell Automation will make solution recommendations based on biggest challenges or most important priorities. The evaluations help bridge the gap between current state and end goals.

An Installed Base Evaluation can support the following goals:

- Managing asset lifecycle, spare parts & inventory reduction – keeping inventory down, maintaining high quality and production on plan while understanding the lifecycle status of your automation assets
- Resolving on-site skills shortages – developing a workforce to have the knowledge to support new, obsolete or legacy equipment
- Maximizing your asset performance – utilizing resources to the fullest potential while keeping maintenance costs down
- Enabling IT & plant floor convergence – having the capability and expertise to develop secure architectures and support plans
- Reducing energy consumption – proactively develop a sustainable energy plan
- Ensuring systems are up-to-date on global and industry standards for safety, arc flash and regulatory compliance
- Reducing production downtime – minimizing the environmental impact and time to recover.
- Reducing sunk costs that are associated with the cost of capital, taxes, insurance, obsolescence, space equipment, people, systems, etc.

Managing Change

An effective Installed Base Evaluation is not a one-time snapshot. On a regular basis your plant environment changes – new technology is added, safety and energy targets become more stringent, people's skills fluctuate, etc., and data from last year or even the last six months may be outdated. Therefore, we recommend establishing a regular cadence to refresh your data. Our Installed Base Evaluation is structured to securely manage and update information in your plant on an annual basis, making it an integral part of your maintenance planning process.

1.1 Basis for Statement of Work

This proposal is based on a request for an Installed Base Evaluation. This Installed Base Evaluation includes the following services:

1.1.1 Hardware IBE Scope

IBE Service: Level 2

Description: All repairable equipment (RA and 3rd party)

Number of Panels:50

Include Storeroom: Yes

Include Annual Refresh: Yes (1 refreshes)

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1.1.2 Hierarchy

Rockwell will develop a hierarchy with the following information as defined by CDM while onsite.

CDM Hierarchy

- Facility (Facility Name).
 - Area (Packaging, Manufacturing, Preparation, etc.)
 - Location (Line #2, Line #3, etc.)
 - Machine – System Name (ie. Wrapper #2D, Hopper #1A, etc.)
 - Asset – Panel #

1.2 Solution Description

1.2.1 Installed Base Evaluation Process

An Installed Base Evaluation (IBE) will begin with Rockwell Automation collecting and documenting details regarding installed equipment inventory, storeroom inventory and condition, panel condition, environmental condition, and wiring / grounding condition and ventilation condition. The Installed Base Evaluation begins by developing a plant hierarchical model to define the functional location of the installed parts and will include the following data collection:

- Installed equipment
- Spares and stash inventory
- Plant operating hours
- Environmental conditions: grounding, wiring, ventilation, and possible corrosive conditions, etc.

This report is based only on a visual inspection of equipment in the operating state and the physical location that existed at the time of inspection. Neither the part inspected nor the surrounding equipment was moved, taken apart or otherwise investigated. Thus, the content provided in this report is based only on information that is readily discernible by visual observation.

1.2.2 Installed Base Evaluation Deliverables

Rockwell Automation will provide an executive summary that will include ranking and prioritization of tasks from all evaluations, with more detailed rankings within each individual evaluation report. This report will be presented to the customer with one review cycle.

The Installed Base Evaluation provides the following:

- Review and categorization of inventory focusing on quantifying four major categories of inventory:
 - Active: Necessary to support installed process equipment
 - Inactive: "Obsolete" inventory not required to support process
 - Excess Active: Active, but over stocked inventory
 - Stash: Valuable inventory throughout the plant that is not recorded or visible to the inventory system
- Review and categorization of the lifecycle to provide the information, analysis, and recommendations needed to mitigate the risk of aging assets and protect the investments made in the automation infrastructure:
 - Active (Green): Most current offering within a product category.
 - Active Mature (Light Green): Product is fully supported, but a newer products exists. Gain value by migrating.
 - End of Life (Yellow): Discontinued date announced; actively execute migrations and last time buys.
- Discontinued (Red): New product no longer manufactured/procured; repair/exchange services may be available.
- Environmental conditions: grounding, wiring, possible corrosive conditions, ventilation, etc.
- Recommended Spares Report using product Mean time between failure (MTBF) and operating hours.
- Rockwell Automation Inventory analysis to provide a snapshot view of current inventory levels in storeroom and stash compared to recommended spares. This analysis also identifies insufficient inventory, excess inventory and lifecycle status of installed base.
- Non-Rockwell Automation Installed Base (If Applicable) to provide listing of installed non-Rockwell Automation products.
- Detailed Installed Base to provide a detailed installed by location which includes part number and quantity in each location.

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- Products by Location to allow customer to search by part number to find all areas that the part is installed.

No remediation is provided as part of this service, as the nature of findings is indeterminate at study commissioning. This service may result in additional performance evaluation services, immediate service calls to remediate the risks, additional work to identify and resolve design or implementation issues or additional work to enable energy savings identified.

1.2.3 **Installed Base Evaluation (IBE) Scope of Services**

1.2.3.1 *Definition*

Within this Scope of Services description, "Rockwell Automation" shall mean Rockwell Automation's team, "Customer" shall mean the client using and benefiting from the proposed services or products. Installed Base Evaluation services include assessment, development, implementation, audit and management services.

1.2.3.2 *Rockwell Automation's Responsibilities*

The following is included in the Rockwell Automation's scope of work:

- Perform work and provide products in accordance with the written Rockwell Automation proposal and any other specifications, which are agreed upon in writing.
- Provide documentation noting recommended corrective actions and or documentation noted as a deliverable.
- Work with Customer to develop a Project Schedule that will include services for all systems outlined in the Rockwell Automation proposal and a formal written report for each network.

1.2.3.3 *Customer's Responsibilities*

The following is not included in Rockwell Automation's scope of work and will be provided by the Customer or its designated representative:

- Designate a representative authorized to act in the Customer's behalf with respect to this project to schedule activities as requested, provide documents and have questions answered in a timely manner. This representative should have a working knowledge of the equipment or process and shall schedule knowledgeable customer representatives from multiple disciplines as necessary to provide access to the system and participate in the evaluation (when applicable) for the duration of the onsite portion of the service.
- Make the equipment or process available to Rockwell Automation's engineers during the mutually agreed upon schedule. Ensure Rockwell Automation has unencumbered access to all of the machinery. Standby-time or idle time waiting for access to the machinery or customer personnel is not required
- Customer retains all liability with respect to their interpretation and implementation based on the assessment.
- The assessment services will apply to the system in its current state at the time the work commences.
- Rockwell Automation will be able to take digital pictures of the equipment for use in the assessment documentation (as appropriate)
- Customer to identify any special requirements for access to the machine prior to Rockwell providing a proposal (Gowning, Clearance Requirements, Photo Restrictions, hours of operation of the equipment, access to customer representatives for asking questions about the equipment, Non-Disclosure requirements, etc.)
- If available, customer to provide top view drawings to Rockwell Automation prior to the site visit
- Supply all necessary components for any changes to the system recommended during the evaluation process. Rockwell Automation can supply the necessary components and assistance for the recommended corrective actions at an additional cost. Additional components and work will be invoiced separately at the standard rates
- Customer to provide identification badges, access permissions, and escorts to permit the performance of any task required on-site.
- Customer to provide contact information, including telephone numbers, for the following services nearest the work site: doctor, hospital, medical burn center, ambulance, fire department, and police department.
- Customer to provide adequate facilities, equipment, and support for training their personnel and adequate workspace while on-site to review drawings and documents to perform services.

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- Customer to supply all lifts, ladders or equipment necessary to approach locations that are overhead or difficult to access; except as otherwise specifically agreed upon prior to the commencement date.
- Customer escort is to open all panels and provide location hierarchy terminology as they lead the Rockwell Automation IBE collector through the facility.

1.2.3.4 Remediation

Remediation is not included in the scope of supply unless specifically quoted as part of a custom offering, Time and Materials (T&M) offering, or troubleshooting and repair T&M offering. The Customer may or may not choose to follow through with the recommended corrective actions and/or re-testing. Depending on the type and severity of a recommended action, remediation scheduling could be integrated into the process. This may impact scheduling and completion of the required tasks. If the Customer requests remediation and/or re-testing, this time will be invoiced separately at additional charge.

1.2.3.5 Standard Working Hours

Rockwell Automation's standard working hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. at the standard current rate. Rockwell Automation's overtime working hours are Monday through Friday, 5:00 p.m. to 8:00 a.m. and Saturdays. This rate is 1.5 times the standard current rate. Rockwell Automation's double-time working hours are Sundays and holidays. This rate is 2.0 times the standard current rate.

1.2.3.6 Delivery

Estimated delivery of the completed study is within four weeks after the final data is collected.

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SECTION C

Added-Value Items and Recommendations

CDM Smith understands that IEUA is looking for more than just a design-builder who can implement the prescriptive elements of the RFP. IEUA values consultants and contractors who work collaboratively with them to develop creative alternatives and provide clear recommendations based on a systematic business case evaluation. Our design recommendations will be developed based upon our understanding of your needs and expectations, our experience with the design and implementation of SCADA systems, and our design-build expertise. In addition, our approach to this project will include the input we receive from IEUA staff during our collaborative design workshops. Beyond our qualifications and comprehensive approach to the SCADA migration, we have developed several alternative approaches that we believe provide added value to IEUA and improve the resulting control systems at RP-4 and RP-5. We believe that structure of our company and our local presence also provides added benefits. Our bright ideas and discriminators are discussed in the following sections.

Streamlined RP-5 Migration

The RFP is prescriptive with respect to the physical wiring required to migrate I/O from the Foxboro DCS system to the new PlantPAx system in RP-5. The RFP describes building a temporary rack, placed outside the existing DCS cabinets, and moving the existing Foxboro components to the temporary rack. The new Rockwell components would be mounted on a shop-assembled backboard and then installed in the existing DCS cabinet. The existing, individual I/O wires would be moved for each system. During the job walk, we observed that a number of the conductors emerging from the cable trench are under stress and are concerned about moving these to a temporary rack outside the cabinet or on the door of the cabinet.

We believe there is a better way to accomplish this part of the migration. As described in our Scope of Work in Section B (Attachment B), we will mount the Rockwell I/O modules in the new HMI cabinet and use premanufactured cablefast cords from the I/O module to the IFM module, which will be installed on the racking in the existing DCS cabinet. We believe this process eliminates the need for the temporary rack and will be less disruptive to the existing wiring, reduce the potential for unplanned outages and alarms during operations, and speed the process of migrating the systems.

Lessons Learned Workshop

Our overall approach is based on creating an open, collaborative process for designing and implementing the SCADA migration. We will achieve this through a series of collaborative workshops designed to define the key decisions and facilitate the smooth and timely completion of the SCADA migration. We believe can further enhance the successful delivery of this project by incorporating a lessons learned workshop.



After completion of the RP-5 migration process, the CDM Smith team will hold a lessons learned workshop with IEUA staff. The purpose of this workshop will be to have a candid discussion with all parties of what went well and what did not during the first phase of the migration. Suggestions from all participants for improving the migration process will be discussed and the resulting actions will be assigned to individuals for implementation during the migration of the RP-4 control system.

Life-Cycle Cost Considerations

One of IEUA goals for upgrading its SCADA systems is to reduce its capital and operating costs. This can be accomplished by standardizing the software and equipment and entering into a long-term service agreement with Rockwell Automation.

As previously noted, we understand that IEUA is looking for more than just a design-builder. You are looking for clear recommendations, based on a thorough understanding of the requirements and a systematic evaluation of alternatives, that provide the best value to IEUA and help reduce overall life-cycle costs. CDM Smith will support this effort through:

- Applying our design expertise to incorporate innovative features that improve reliability;
- Incorporating the input we receive during our collaborative work shops to make design decisions that provide the best overall value; and
- Incorporating the other value added items and recommendations described in this section such as streamlining the RP-5 migration.

Smart Programming

By leveraging our extensive SCADA design and implementation experience, CDM Smith is able to provide IEUA with smart programming features that will enhance the migration process and resulting SCADA systems.

Intelligent P&IDs

CDM Smith will utilize intelligent Piping & Instrumentation Diagrams (P&IDs) to generate IEUA's tagging standards. Using this approach, the "intelligence" is driven by developing a database that is associated with objects and tags within the drawing

package. We will develop P&IDs, and in the same process, include tagging standards that will follow the project through to completion using the information entered into the common database during design. This common database provides a single source of data that drives the creation and maintenance of all of the tags in the project. This common database will also be used during panel design, development of the bill of materials, and population of test forms and I/O check forms. By using this approach, we will save time during design and development and thus reduce costs. In addition, this database will be turned over to IEUA to use on future projects or system modifications.

Standardized Programming Notes

CDM Smith has developed a customized application that we call "Programming Note Procedure" (PNP) that helps convert a control narrative template into a PlantPax development environment. Our PNP includes procedures to configure and setup PlantPax logic, FactoryTalk HMI, FactoryTalk Historian, Win911, VantagePoint, and Enterprise Historian functionalities. Each technical note will include a test procedure to be used during the bench/prototype test, factory testing, and commissioning. Using this tool will ensure that the final logic is constructed according to the control narratives developed, certifying quality and accuracy. We will utilize your custom/standardized templates for all control narratives, apply our tool, and create customized logic for each application. We will leave this tool with your staff to utilize on future projects.

Customized Data Conversion Tools

CDM Smith has developed a set of custom tools specifically for database conversions using Rockwell products which we will use during the RP-4 and RP-5 migrations. The use of these customized data conversion tools will allow the rapid integration of the legacy database into the new system and facilitate the overall transition process.

High performance HMI

We will use a high performance HMI architecture, as well as incorporating IEUA's standards, to leverage the full capabilities of the diagnostic object in PlantPax. This will allow us to develop a comprehensive set of KPIs, diagnostic screens, and alarm management dashboards that greatly enhance the operator's capabilities during troubleshooting and maintenance activities.

Ignition Historian

The software requirements of Specification Section 17300 state the OSIsoft Pi software will be used. CDM Smith recommends that IEUA consider using Ignition Software (Ignition) instead of OSIsoft Pi. We make this recommendation because, Ignition achieves the intent of specification requirements at substantial upfront cost savings and low maintenance annual fees. Ignition is an effective interface software package that automatically collects data from various sources and seamlessly delivers it to the users and systems who need it. It runs on Windows, Linux, or Mac OS, with mobile options for smart phones and tablets and is scalable up to 100,000 tags/points.

Integrated Design-Build Firm

While our key personnel are based out of our local Rancho Cucamonga office, we see our team's advantage much greater than just close proximity. We believe our firm's values of excellence, initiative, shared commitment, integrity and teamwork are closely aligned with IEUA's values, making us the perfect partner in the evolution of your SCADA system to a more streamlined and cost effective enterprise-wide solution.

CDM Smith is a leader in instrumentation, control and SCADA design, implementation and installation because our integrated design team brings I&C specialists into the process from the beginning of design, so that we truly understand our client's needs and can effectively incorporate I&C concepts into the overall design.

Our team possesses exceptional expertise and experience encompassing electrical and instrumentation control systems for all service sectors, including water and wastewater treatment plants, manufacturing facilities, commercial facilities and transportation operations.

As an integrated firm, we provide a direct interface and will efficiently coordinate with discipline groups within CDM Smith. This creates a more cohesive and expeditious process which allows us to react quickly to design and scope changes. This team structure also reduces time and effort for all parties in addressing and expediting issues in both the engineering and construction phases. A positive synergy with engineering disciplines, field electricians, technicians and programmers allows for a cohesive and seamless start-up and commissioning process.



Self-Performance

Because CDM Smith employs construction managers, superintendents, cost estimators, schedulers, carpenters, electricians, pipe fitters, construction labor/trades, and O&M specialists, we are able to self-perform a wide range of work including concrete, yard piping, and mechanical installation. For this project, we will self-perform over 95% of the work which allows us to provide better control over schedule, costs, quality and safety. Of particular value to IEUA is our unique ability to self-perform electrical and I&C work, as well as HMI & PLC programming, which allows us to internally control and manage the technical aspects of this project. Our self-performance capability also allows us to balance our self-performance work and provide the most competitive costs and least amount of risk for IEUA.

In-House UL508A Panel Shop

In addition to being our design collaboration center, our Rancho Cucamonga office features an in-house UL508A panel shop. Our local UL508A control panel fabrication facility enables us to provide custom-made I&C panels to match each project's unique requirements for size, mounting, environment, materials, accessories, and rating. This allows flexibility of design, efficient scope changes, and adherence to project schedule and, more importantly for IEUA, allows for cost and quality control, as well as reduced exposure to project schedule impacts. Our fabrication shop provides value because it allows us to access wholesale pricing for panels that will help increase our cost competitiveness. Our clients value our fabrication shop because it delivers a better product at a lower cost.

Local Proximity

CDM Smith routinely installs new systems and upgrades existing systems and we particularly pride ourselves on providing exceptional response to emergency repair calls, systemwide troubleshooting tasks, and ongoing maintenance to keep existing systems in good order. This project will be managed out of CDM Smith's Rancho Cucamonga office, which is only a short 5-minute drive from RP-4 and less than 20 minutes to both RP-5 and IEUA's headquarters. In addition, this office is our local design collaboration center and is staffed with the architectural, engineering, system integrators, programmers, and construction staff and state-of-the-art technology to cost effectively produce our project designs. With many of our key staff located in Rancho Cucamonga, (including Mark Martinez, Steve Kurtz, Colin Millet, Chris Avina, Reno Rendon, Tavita Solomona, Salayman Sales, Richard Chon, and Phisal Ly), we will be able to provide quick responses to project issues; better communication and coordination with IEUA; and reduced travel costs.



Local Factory Test

All RTU panel and backpanel design and fabrication work will be performed at CDM Smith's UL508A certified panel shop located in our Rancho Cucamonga office. Having our own panel shop allows our staff greater control over quality as we implement stringent quality control measures to meet all customer specifications, industry standards, NEC and UL compliance. Once fabrication and programming is completed, unwitnessed and customer witnessed factory acceptance tests will be performed. All documentation for these tests, including test forms and as-built drawings, will be provided as part of the O&M manuals, which is part of the final close-out package. Given the close proximity of our office to both plants and IEUA's headquarters, IEUA staff can conveniently witness the factory tests which will give it great confidence in the quality of CDM Smith's workmanship.

Royal Industrial Solutions

CDM Smith has a well-established relationship with Royal Electric, which is the local representative for Rockwell's PlantPAx software. In addition, their office is located within two miles of our Rancho Cucamonga office. Royal Industrial Solutions will supply the Rockwell software and hardware components, as well as act as the distributor for Rockwell Automation Services for the Installed Base Evaluation.

SECTION F

JV and/or Subcontract Arrangements

CDM Smith Inc. is a full-service consulting, engineering, construction, and operations firm delivering exceptional service to public and private clients. Founded in 1947, our complete suite of services spans from SCADA/automation system configuration and implementation, design-build, water/wastewater treatment, and construction management, to geotechnical engineering, management consulting, and operations.

CDM Constructors Inc., a wholly owned subsidiary of CDM Smith, is a leader in instrumentation, control and SCADA design, implementation and installation because our integrated design team brings I&C specialists into the process from the beginning of design, so that we truly understand our client's needs and can effectively incorporate I&C concepts into the overall design. CDM Constructors Inc. will serve as the prime contractor, and staff from CDM Smith will lead the design effort and will serve as the engineer of record. With more than 5,000 employees worldwide, and nearly 350 staff in California, CDM Smith offers a tremendous depth of resources to support IEUA.

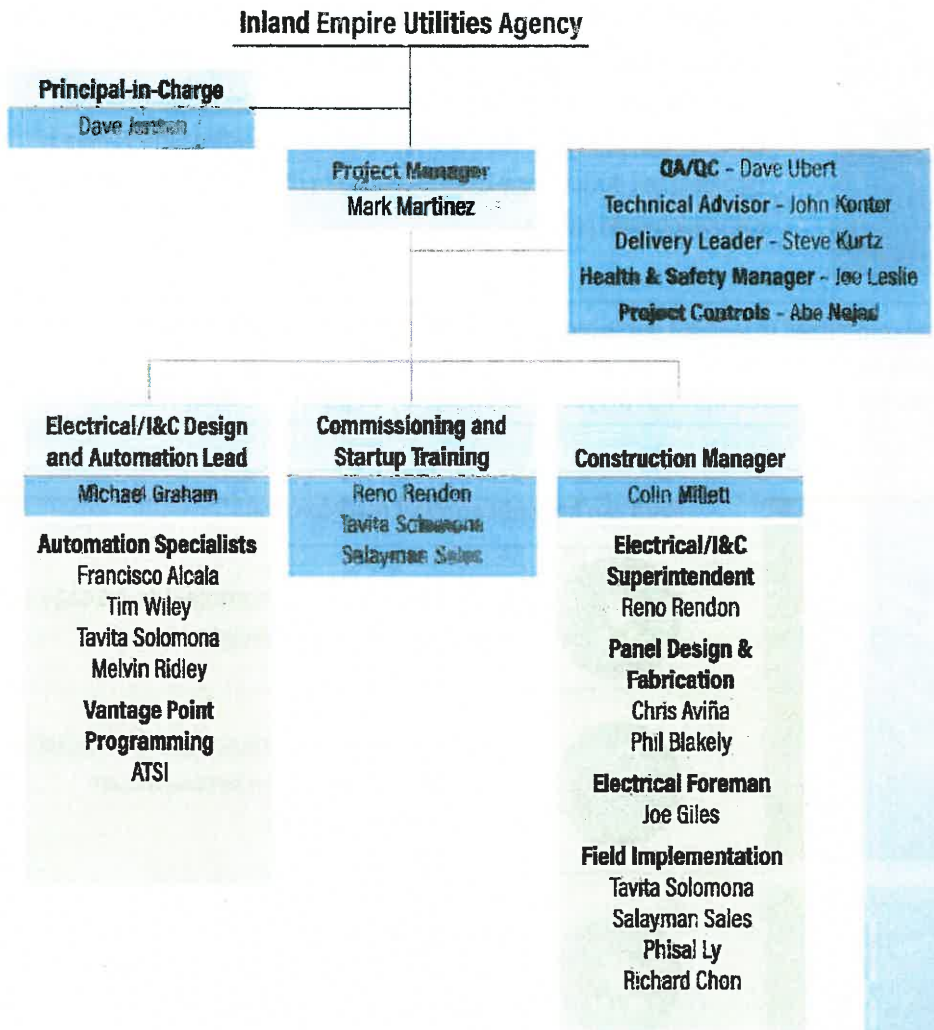
In addition to the highly qualified personnel proposed, we welcome two exceptionally qualified subcontractors. The first is Royal Industrial Solutions, who will supply the Rockwell software and hardware components, as well as act as the distributor for Rockwell Automation Services for the Installed Base Evaluation. The second firm is ATSI, Inc., who will provide Vantage Point programming, and is a Rockwell automation recognized system integrator for control and process.



SECTION G

Proposed Team

In recognition of the complexity and criticality of this project, CDM Constructors Inc. has assembled a balanced team of our brightest and most experienced professionals to lead this effort and guide its successful execution. Our key staff have engineered dozens of electrical and SCADA systems and will utilize this experience, lessons learned and our knowledge of industry best practices to help IEUA implement cost-effective and reliable strategies to achieve its overall SCADA vision.



A CHAMPION FOR PROJECT SUCCESS



Mark Martinez, Project Manager

Mr. Martinez will be responsible for the management of the project to include client communications and collaboration; contract, financial, schedule, and resource allocation and management; scope changes; SCADA migration; start-up and commissioning; and project close-out documentation. Mark has 35 years of experience in electrical and I&C construction, the majority of which has been in heavy infrastructure for water/wastewater projects. He served as On-Site Electrical/I&C Project Manager for both the design-build expansion of the South Regional Tertiary Treatment Plant (SRTTP) and the design-build of a new 8-mgd Northern Regional Tertiary Treatment Plant (NRTTP) at Camp Pendleton. Mark has also managed the electrical/I&C work for the City of Carlsbad Water Recycling Facility Phase 3 Expansion and the Joint Base Lewis-McChord WWTP for the USACE Seattle District, both design-build projects.

"I am personally excited and committed to leading our integrated automation design and construction team to help you achieve your goals and vision for facilities that carry you 20 years into the future...and beyond. In fact, from start-to-finish, you can be assured that this project will remain my #1 priority." - Mark Martinez



Southern Regional Tertiary Treatment Plant



Northern Regional Tertiary Treatment Plant

IEUA can be confident that Mark has the:



Skills, integrity, and commitment to manage and drive this large, multi-disciplinary team



Knowledge of and experience with best practices to facilitate collaboration between team members and with IEUA



Ability to rapidly and continuously distill the key program objectives to make cost-effective, high-quality, and timely decisions

Key Project Staff Qualifications

The following features our key project staff and core leadership team's qualifications. Detailed resumes for key and support staff are provided at the end of this section.

Michael Graham, Electrical/I&C Design and Automation Lead



Mr. Graham has 23 years of national experience as a control systems engineer. He is a registered PE with expertise in design, specification, and implementation of PLCs, process control systems, programming, and instrumentation. His experience includes

CAD-generated P&IDs, electrical, site layout, and computer configuration drawings for water/wastewater treatment facilities. He has served as the lead instrumentation/applications engineer on many similar efforts, such as the City of Dallas' SCADA System Upgrade, the Metropolitan Council Environmental Services WWTP Process Control System Project – Phase 3, Puerto Rico Aqueduct and Sewer Authority's island-wide Automation Program, and multiple projects for Miami-Dade County's WWTPs.

Colin Millett, Construction Manager



Mr. Millett will be responsible for construction activity oversight to include monitoring of all construction activities, enforcement of health & safety, quality control, and management of site labor resources. He will work closely with Mr. Rendon in the coordination and collabora-

tion of all site construction and SCADA system migration. As a member of the International Brotherhood of Electrical Workers, Colin brings 26 years of electrical construction experience, with special expertise in design-build projects. He served as field electrical superintendent for several regional DB projects, including the City of Pomona's SCADA System Upgrade, City of Carlsbad's Water Recycling Facility Expansion, the Cambria Emergency Water Supply Project, and multiple projects under Camp Pendleton's Design-Build-Operate-Maintain (DBOM) I Contract (including SRTTP and NRTTP).

Esteban (Reno) Rendon, Electrical/I&C Superintendent, Commissioning & Startup Training



Mr. Rendon will be responsible for all site construction activity to include day to day coordination with IEUA staff, site schedule implementation, three week look ahead schedules, weekly progress meetings, site

safety, management of site construction labor resources and activities, commodity material procurement, and start-up and commissioning in support of the SCADA migration and completion. Mr. Rendon has 14 years of experience in the electrical construction industry as a journeyman, foreman, general foreman, superintendent, instrument technician and a UL508A panel builder. He has worked on complex and large-scale projects in California, Arizona, Guam, and Florida. He has served as Construction Superintendent / General Foreman for several similar projects, including the City of Pomona Design-Build SCADA Upgrade, Design-Build for the Guam Apra Harbor WWTP Upgrades and Repairs, and the USACE Ft. Irwin Design-Build WTP.

David Jensen, Principal-in-Charge



Mr. Jensen has the authority to commit firm resources as necessary for the successful delivery of the project. He will serve as a secondary contact for IEUA and will work with our management staff to see that our team meets your expectations. Mr. Jensen

has more than 28 years of experience in project and program management of large, multi-discipline programs involving design, construction and operation and maintenance; property redevelopment; environmental compliance; sustainability; and health and safety oversight. Mr. Jensen is currently serving in the same role for a recently awarded project with IEUA for an Asset Management and Improvements project at the Carbon Canyon WRF.

David Ubert, Quality Control/Quality Assurance



Mr. Ubert is an instrumentation specialist and automation team leader with 25 years of experience in process control and SCADA in the water and wastewater industry. His telemetry experience includes communication systems using fiber optics, licensed/unlicensed radio, cellular, satellite, and phone line. He has extensive knowledge working with various protocols including Ethernet (various types), DF1, DNP3, BSAP, and Modbus protocols – as well as designing and implementing proprietary protocols for specialized communication systems. His PLC experience includes Allen-Bradley's RSLogix 500 and 5000, Modicon's ProWORX NxT, Siemens Step 7, ProWORX32 and Concept. His SCADA/HMI programming experience consists of iFix, Citect, FactoryTalk, VTScada, and Wonderware, as well as several other small human machine interface (HMI) applications, including Panelbuilder, RSView/RSView Studio, and Vijeo-Designer.

John Kontor, Technical Advisor



Mr. Kontor is an automation specialist with 30 years of experience in managing large and complex, state-of-the-art technology based projects. His engineering experience has encompassed study, design, evaluation, project management, and implementation of monitoring and control systems for water and wastewater transmission and treatment facilities. Mr. Kontor has played an integral role on the recently completed SCADA Master Plan for the City and County of Honolulu Board of Water Supply, as well as the turnkey SCADA system upgrade for the City of Pomona and the Puerto Rico Aqueduct & Sewer Authority's island-wide Automation Program.

Steve Kurtz, Delivery Leader



As the internal manager of CDM Constructors Inc.'s Electrical / I&C division, Mr. Kurtz will provide overall management and oversight for the project. His responsibilities will include management of client expectations; oversight of contract, financial, and schedule management; resource allocation and management; scope changes; SCADA migration; start-up; commissioning; through project close-out. Mr. Kurtz brings 35 years of construction experience in electrical systems procurement, installations, testing, and startup, and has managed dozens of electrical installations for water/wastewater treatment facilities. He was the delivery leader for the \$3 million installation of electrical systems for electrical components for the City of Pomona's SCADA upgrade of 60 sites, and he served as overall electrical/I&C manager for the design-build water and wastewater infrastructure programs at Camp Pendleton.

Joe Leslie, Health & Safety Manager



Mr. Leslie has 20 years of safety, health and hazardous material handling oversight experience. He has served as a safety and HAZMAT non-commissioned officer (U.S. Marine Corps), and a health and safety manager on complex wastewater construction projects. Mr. Leslie has experience on similar projects as Health & Safety Manager, including with the City of Stockton on the award-winning progressive design-build Delta Water Supply Project, the Petaluma WWTF design-build, USACE Ft. Irwin WTP design-build, and the Camp Pendleton SRTTP project. He is skilled in managing a high volume of subcontractors working in various trades, as well as managing all aspects of subcontractor safety compliance, from design through facility commissioning.

Abe Nejad, Project Controls



Mr. Nejad brings hands-on, field supervision, project engineering and controls, and project management experience in leading medium to large scale horizontal and vertical construction projects for water and wastewater treatment plants, pipeline distribution, wells, and pump stations, as well as commercial, retail, residential, and educational facilities and sites. He has served in the same role for similar projects, such as the City of Pomona's Design-Build Water SCADA System Upgrade, the Clean Harbors Hazardous Waste Incinerator Plant in Arkansas, for multiple projects under the Design-Build-Operate Maintain II contract for Wastewater Systems at Marine Corps Base Camp Pendleton, and for multiple DB projects with Coachella Valley Water District.

SECTION H

Time Schedule and Completion

The attached schedule builds on the one provided in our pre-qualification submittal and provides further details of the execution of the project. It takes into consideration all the major workshops required in the RFP and sequences them to provide a smooth flow of work. The primary objective of the schedule is to place the Field Implementation team on site as soon as possible. As seen in the schedule, we prioritize building the DCP and Plant Influent Headworks HMI/RTU cabinet for RP-5, factory test, and ship to the field so that work can begin in March 2018. The other two HMI/RTU cabinets will follow shortly thereafter. This allows us to get on site six months after NTP and begin the migration effort, which we consider the most time critical activity for the success of the project.

Based on an NTP of September 14, 2017, our schedule shows RP-5 design, transition, and migration workshops continuing through February 2018. Programming efforts for the Headworks section of the plant is completed in March. Onsite work at RP-5 will begin in early March with transfer of existing equipment in the Server Room and then installation of the new DCP. Field work will continue through the end of July 2018.

Work on RP-4 will begin in early July 2018 to get the architectural remodeling complete ahead of shipping the DCP and server rack to the site. A substantial amount of work is associated with transferring the network equipment out of the "garage" to the Server room as well as completing the fiber DLR ring on the site. This work needs to be accomplished ahead of field migration work so that existing plant processes are proven. Migration work at RP-4 will start in September and be complete in February 2019. The project will be complete and close out in April 2019, after all as-built documentation is submitted and accepted.

Our schedule accounts for non-working adverse weather days, the Christmas week holiday, and other traditional holidays when Plant Operations are minimally staffed. As part of the project kick off, we will work with IEUA to refine and further detailed the schedule, particularly with respect to the multiple transition workshops required for each plant. As discussed in the Scope of Work section of this proposal, the CPM schedule will provide an excellent roadmap for monthly assessments of our progress and we will use a detailed, regularly updated three week look-ahead schedule to coordinate the on-site work with Plant Operations.

Client: Inland Empire Utilities Agency
 Project: SCADA Upgrades and Improvements

Group Leaders Responsible: Dave Ubert, Steve Kurtz							
HQ/RS							
EN-S	PMD	EN-6/5	EN-4/3	EN-2/1	DN-6/5	DN-4/3	QA/QC
DESIGN AND PROGRAMMING							
Kickoff Meeting/Site V-A7:AB7bit/General Condition Workshops		8	8				
Review Existing P&ID Drawing		16	40	40			
Review Existing PLC/HMI documentation		8	40	40			
Review Process Control Narrative (RFP 4: 60, RP-5: 57)		12	60	60	40		
Standards Programming Method and HP HMI Review		12	40	40	80		
Overall System Workshop - support only		8	8	40			
Workshops							
Design Workshop (Internal)		8	24	24			
Vendors Workshops		8	24	24			
AT: Setting of client smart tags for Smart P&IDs development		4	8				
RP-4							
Control Network Architecture (4)		16	40	40	64		5
P&IDs (24)		16	80	80	200	200	15
Update Control Narratives (60)		16	80	40			5
RP-5							
Control Network Architecture (4)		16	24	40	64		5
P&IDs (24)		16	40	80	200	200	15
Update Control Narratives (57)		16	80	40			5
Documents							
VantagePoint Report and Dashboard Performance Specification		24	60				
Testing Plan, Test Forms		24	80	80			
Software Transition Plan		24	120	80			
Software Training Plan		8	24				
Software Logic Testing forms (100)		4	8	40			
Workshops							
Submittal Workshops		4	16				
Scada System Workshop		8	24				
Project Update 70% workshop		8	16				
Headwork Pilot Scada Software desing Review		4	8				
Headwork Pilot Review meeting		4	8				
Process Area Workshops (12)		8	100				
Standard Library							
Standards Programming Method and HP HMI Review		24	80	40			
Standard Library (AOIs) , Screens and Faceplate development		40	250	250			
RP-4							
RP-4 PAC Development, Including		80	755	755			
San Bernardino Lift Station development			120	120			
NRG Facility Upgrade to PAC development			24	24			
Recycled Water PS development (PAC/HMI)			40	40			
RP-4 HMI Development		80	330	330			
HMI San Bernardino Lift Station development			80	80			
HMI NRG Facility Upgrade			40	40			
Documentation			80	80			
Network Configuration			16	16			
Server Configuration			40	40			
Workstation Configuration			40	40			
FactoryTalk (FT) historian : Development		8	40	40			
Enterprise historian OSIsoft PI : Development		8	80	80			
PAC and RIO configuration		8	24	24			
Win911: Development		2	24	8			
VantagePoint Engineering: Coordination with subcontractor		8	16				
VantagePoint Reports: Coordination with subcontractor		8	40	10			
VantagePoint Dashboard: Coordination with subcontractor		8	40	10			
Support for Unwitness Factory Test (Bench Test)		8	56	56			
CCI: Unwitness Factory Test (Bench Test)							

Client: Inland Empire Utilities Agency
 Project: SCADA Upgrades and Improvements

Group Leaders Responsible: Dave Ubert, Steve Kurtz								
HOURS								
EN-8	PMD	EN-6/5	EN-4/3	EN-2/1	DN-6/5	DN-4/3	QA/QC	
Support for Factory Demonstration Test		8	56	56				
CCI: Factory Demonstration Test								
Software Applications Operation and Maintenance Manual - CCI to assemble and provide			40					
Logic Implementation and commissioning Training to CCI								
RP-5								
RP-5 PAC Development		80	570	570				
Prado Regional PLC Update Development			32	32				
Recycled Water PS development (PAC/HMI)			40	40				
HMI Development		80	280	24				
Prado Regional HMI Update Development			24	80				
Documentation			80	8				
Network Configuration			16	16				
Server Configuration			40	40				
WorkStation Configuration			40	40				
FactoryTalk (FT) historian : Development		8	80	80				
Enterprise historian OSIsoft PI : Development		8	160	160				
PAC and RIO configuration		8	40	40				
Win911: Development		2	80	40				
VantagePoint Engineering: Coordination with subcontractor		8	80					
VantagePoint Reports: Coordination with subcontractor		8	80					
VantagePoint Dashboard: Coordination with subcontractor		8	80					
Support for Unwitness Factory Test (Bench Test)		8	56					
Support for Factory Demonstration Test		8	50	50				
Software Applications Operation and Maintenance Manual - CCI to assemble and provide								
Workshops								
Testing Workshop		8	24					
Training Workshop		8	24					
Startup Workshop		8	24					
Hardware and Software submittal Review		8	80					
Software Submittal Preparation		8	24					
RP-4								
Hardware, Network, and Software Site Setting		8	16					
Support during Commissioning		16	160	40				
Enterprise SCADA performance Test		8	40					
As build software documentation		8	32	32				
As build control narrative		8	24	24				
As build Operation and Maintenance Manual update - CCI to assemble and provide				16				
RP-5								
Hardware, Network, and Software Site Setting		8	40					
Support during Commissioning		16	120					
Enterprise SCADA performance Test		8	40					
As build software documentation		8	32	32				
As build control narrative		8	24	24				
AS build Operation and Maintenance Manual - CCI to assemble and provide				16				
SCADA Maintenance training (2D, 4A)	8	24	40					
SCADA Operation training (3S, 5A)	8	24	24					
Software Maintenance training (5D, 4A)	8	56	80					
Control Strategy Application training (4D, 6A)	16	24	40					
Total Design and Programming Hours	40	1,080	6,087	4,931	120	528	400	50

Client: Inland Empire Utilities Agency
 Project: SCADA Upgrades and Improvements

Group Leaders Responsible: Dwe Ubert, Steve Kurtz							
HOURS							
EN-8	PMD	EN-6/5	EN-4/3	EN-2/1	DN-6/5	DN-4/3	QA/QC

	FM	JW	SR PROG	JR PROG	GF	TOTAL
CONSTRUCTION						
Field Investigation-RP-5	56	60	60	60	40	276
Mobilization to RP-5 Site	24	24			27	75
Remove East Most Server Rack & Relocate Component to Existing Server Rack	48	72	16	36	16	188
Install New DCP Panel & Server Rack	14	12	16	12	4	58
Relocate RACO Pager, Data Concentrator, Filter Control Logic PLC and Energy Management PLC to DCP	52	78	16	39	16	201
Install PlantPax Control System Hardware	2	2		2		6
Tie-In Existing Fiber Optic Network & Connect DCP to UPS	14	21		11	8	54
Modify the Existing DCS-1 (Remove Existing Foxboro Devices)	16	24		12		52
Install IFM Modules on Backpanel in RTU-1 Cabinet	16	24		12	8	60
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	16	126	84	63	16	305
30 days Operations Performance Test (OPT) of RTU-1 & Training	16			173		189
Remove and Replace PC Console with New RTU-1 PC Console	8	12	16	6	4	46
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-1	8	12		6		26
RTU- 1 Punchlist and Final Cleanup	8	12		6		26
Modify the Existing DCS-2 (Remove Existing Foxboro Devices)	16	24	16	12	8	76
Install IFM Modules on Backpanel in RTU-2 Cabinet	16	24	16	12	8	76
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	24	108	72	60	16	280
30 days Operations Performance Test (OPT) of RTU-2 & Training	16			173		189
Remove and Replace PC Console with New RTU-2 PC Console	7	12	16	6	8	49
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-2	8	12		6		26
RTU- 2 Punchlist and Final Cleanup	8	12		6		26
Modify the Existing DCS-3 (Remove Existing Foxboro Devices)	16	24		18	8	66
Install IFM Modules on Backpanel in RTU-3 Cabinet	16	24	16	12	16	84
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	24	135	90	80	16	345
30 days Operations Performance Test (OPT) of RTU-3 & Training	16			173		189
Remove and Replace PC Console with New RTU-3 PC Console	7	12	16	6	8	49
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-3	8	12		6		26
RTU- 3 Punchlist and Final Cleanup	8	12		6		26
Upgrade Prado Panel HMI, Update PLC and HMI Code			16	8	8	32
Prepare As-Built Documentation for RP-5			8	80		88
Submit As-Built Documentation for RP-5				8		8
Mobilization to RP-4 Site	24	24			16	64
Field Investigation-RP-4	60	30	60	80	16	246
Interior Remodeling of Printer Room & Control Room		12		6		18
Install New DCP Panel and Server Rack	13	22	16	22	8	81
Relocate RACO Pager, Data Concentrator, Control Logic PLC and Energy Management PLC from RTU-4 to DCP	55	82	24	41	8	210
Install Fiber Optic Cabling Plant-Wide to complete DLR Ring	40	187			24	251
Tie-In Existing Fiber Optic Network & Connect DCP to UPS	4	8	16	8	16	52
Retest Functionality of Relocated RTU-4 Components	8		4	16	8	36
Remove RTU-4 & SCE Panel and Turn Over to Owner	12	18		8		38
As-Built Documentation of Existing Cabling at Network Equipment Rack in Electrical/Switch Room	20	30	24	40	24	138
Build Cable Tray System in Plenum Space for relocation of Existing Cables to New Rack	60	90		60	16	226
Install New Network Equipment in New Server Room	8	4	24	12		48
Install New Fiber Optic and Ethernet Patch Panels (As required)	8	8	16	8	8	48
Transfer Cables from Existing Network Equipment Rack to New Network Equipment Rack in Server Room	60	98	24	60	24	266
Install Rockwell I/O and IFM Modules on Rack in RTU-1 Cabinet	2	2	16	8		28
Field I/O Check & Logic Loop Test for RTU-1		2	16	16	8	42
Install Field Terminal Strips, Conduit and Wire from RTU-1 to adjacent RTU-1A	15	22		11	8	56
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1A to RTU-1	16	27	43	35	16	137
30 days Operations Performance Test (OPT) of RTU-1 & Training	16			208		224
Clean up RTU-1A and Turn Over Components to Owner		9			8	17
Install Field Terminal Strip, Conduit and Wire from RTU-1B to RTU-1	121	188	16	32	16	373
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1B to RTU-1	16	14	20	14	16	80
Clean up RTU-1B and Turn Over Components to Owner	8	6				14
Field I/O Check & Logic Loop Test for RTU-1C		7	12	7	8	34

Client: Inland Empire Utilities Agency
 Project: SCADA Upgrades and Improvements

Group Leaders Responsible: Dave Ubert, Steve Kurtz							
HOURS							
EN-8	PMD	EN-6/5	EN-4/3	EN-2/1	DN-6/5	DN-4/3	QA/QC

CONSTRUCTION								FM	JW	SR PROG	JR PROG	GF	TOTAL
Relocate HOA and Pilot Lights from RTU-1D to MCC-3 & Wire								16	24			8	48
Install Conduit and Wire from MCC-3 to RTU-1								16	22			8	46
Install E-Stop Push Buttons/Conduit/Wire from (5) IPS Pumps to RTU-1D								41	40			8	89
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1D to RTU-1								16	22	21	30	16	105
Clean up RTU-1D and Turn Over Components to Owner								8	4		8		20
RTU- 1 Punchlist and Final Cleanup								8	8		24		40
Install Rockwell I/O and IFM Modules on Rack In RTU-2 Cabinet									4	16	8	8	36
Field I/O Check & Logic Loop Test for RTU-2									5	5	5		15
Install Field Terminal Strips, Conduit and Wire from RTU-2 to adjacent RTU-2A								13	21	16	21	8	79
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-2A to RTU-2								6	17	17	24	16	80
30 days Operations Performance Test (OPT) of RTU-2 & Training								16			208		224
Clean up RTU-2A and Turn Over Components to Owner								8	4		8		20
Field I/O Check & Logic Loop Test for RTU-2B									16	12	16	8	52
RTU- 2 Punchlist and Final Cleanup								8	6		8		22
Install New Ethernet Switch, Remove Existing PLC Equip, & Provide Ethernet Jumpers from Existing Ethernet Modules RTU-3									6	16	8	8	38
Install New Fiber Optic Switch Panel at Aeration Basins								4	4	16	8	16	48
30 days Operations Performance Test (OPT) of RTU-3 & Training											208		208
Install Conduits at Aeration Basins for Fiber Optic and Ethernet Cables								78	78			16	172
Install, Terminate and Test Fiber Optic and Ethernet Cables at Aeration Basins										16		8	24
Field I/O Check & Logic Loop Test for Aeration Basins at RTU-3								12	20	24	24	16	96
RTU- 3 Punchlist and Final Cleanup									4		8		12
Install Rockwell I/O and IFM Modules on Rack in RTU-5 Cabinet								8	6		8	8	30
Field I/O Check & Logic Loop Test for RTU-5									6	5	8	8	27
Install/Terminate/Test Ethernet through Existing Conduit from RTU-5 to RTU-5B								1	2		4		7
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-5B to RTU-5								8	24	16	32	16	96
30 days Operations Performance Test (OPT) of RTU-5 & Training											208		208
Upgrade Micrologics PLC to CompactLogics at RTU-5C									1	1	8		10
Field I/O Check & Logic Loop Test for RTU-5C									18	18	16	8	60
RTU- 5 Punchlist and Final Cleanup								8	6		16		30
Install New Ethernet Switch, Remove Existing PLC Equip, & Provide Ethernet Jumpers from Existing Ethernet Modules RTU-6									3	2	4	6	15
Field I/O Check & Logic Loop Test for RTU-6									24	16	24	16	80
30 days Operations Performance Test (OPT) of RTU-6 & Training											208		208
RTU- 6 Punchlist and Final Cleanup								8	8	16	16		48
Prepare As-Built Documentation for RP-4											24	8	32
Submit As-Built Documentation for RP-4											80	24	104
Demobilization												16	16
Final Project Closeout											40	16	56
Project Completion													0
Construction - Total Hours								1337	2183	1038	3114	753	8425

ABBREVIATIONS

- PMD - Project Manager for Design
- EN 6/5 - Engineer Level 6/5
- EN 4/3
- EN 2/1
- DN 6/5 - Designer/Drafter Level 6/5
- DN 4/3
- DN 2/1
- FM - Foreman
- JW - Journeyman Wireman Electrician
- SR PROG - Senior Programmer
- JR PROG - Junior Programmer
- GF - General Foreman Electrical/I&C (aka Field Superintendent)

EXHIBIT B



SECTION J

Fee Schedule

ACTIVITY DESCRIPTION	FEE	ACTIVITY DESCRIPTION	FEE
Preconstruction		San Bernardino Lift Station development	
Kickoff Meeting/Site V+A7:A87isit/General Condition Workshops	\$3,215	NRG Facility Upgrade to PAC development	\$7,001
Review Existing P&ID Drawing	\$15,248	Recycled Water PS development (PAC/HMI)	\$11,668
Review Existing PLC/HMI documentation	\$13,458	RP-4 HMI Development	\$98,498
Review Process Control Narrative (RFP 4: 60, RP-5: 57)	\$22,764	HMI San Bernardino Lift Station development	\$23,336
Standards Programming Method and HP HMI Review	\$601,559	HMI NRG Facility Upgrade	\$11,668
Overall System Workshop - Support Only	\$7,760	Documentation	\$17,502
Workshops		Network Configuration	\$4,667
Design Workshop (Internal)	\$8,791	Server Configuration	\$11,668
Vendors Workshops	\$8,791	WorkStation Configuration	\$11,668
AT: Setting of client smart tags for Smart P&IDs development	\$2,320	FactoryTalk (FT) historian: Development	\$25,126
RP-4		Enterprise historian OSISoft PI: Development	\$48,462
Control Network Architecture (4)	\$20,800	PAC and RIO configuration	\$13,458
P&IDs (24)	\$64,072	Win911: Development	\$12,115
Update Control Narratives (60)	\$21,699	VantagePoint Engineering: Coordination with subcontractor	\$35,144
RP-5		VantagePoint Reports: Coordination with subcontractor	\$35,144
Control Network Architecture (4)	\$17,951	VantagePoint Dashboard: Coordination with subcontractor	\$46,859
P&IDs (24)	\$56,949	Support for Unwitness Factory Test (Bench Test)	\$13,458
Update Control Narratives (57)	\$21,699	Unwitness Factory Test (Bench Test)	\$2,500
Documents		Support for Factory Demonstration Test	\$13,458
VantagePoint Report and Dashboard Performance Specification	\$23,430	Factory Demonstration Test	\$2,500
Testing Plan, Test Forms	\$11,668	Software Applications Operation and Maintenance Manual	\$3,561
Software Transition Plan	\$30,458	Logic Implementation and commissioning Training	\$2,500
Software Training Plan	\$4,274	RP-5	
Software Logic Testing forms (100)	\$5,970	RP-5 PAC Development	\$123,821
WorkShops		Prado Regional PLC Update Development	\$9,334
Submittal Workshops	\$3,744	Recycled Water PS development (PAC/HMI)	\$11,668
Scada System Workshop	\$6,064	HMI Development	\$61,920
Project Update 70% workshop	\$4,639	Prado Regional HMI Update Development	\$13,364
Headwork Pilot SCADA Software design Review	\$2,320	Documentation	\$11,668
Headwork Pilot Review meeting	\$2,320	Network Configuration	\$4,667
Process Area Workshops (12)	\$19,597	Server Configuration	\$11,668
Standard Library		WorkStation Configuration	\$11,668
Standards Programming Method and HP HMI Review	\$15,248	FactoryTalk (FT) historian: Development	\$25,126
Standard Library (AOIs), Screens and Faceplate development	\$48,909	Enterprise historian OSISoft PI: Development	\$48,462
RP-4		PAC and RIO configuration	\$13,458
RP-4 PAC Development, Including	\$222,470	Win911: Development	\$19,238
		VantagePoint Engineering: Coordination with subcontractor	\$35,144
		VantagePoint Reports: Coordination with subcontractor	\$35,144

ACTIVITY DESCRIPTION	FEE
VantagePoint Dashboard: Coordination with subcontractor	\$46,859
Support for Unwitness Factory Test (Bench Test)	\$8,913
Support for Factory Demonstration Test	\$13,458
Software Applications Operation and Maintenance Manual	\$2,500
Workshops	
Testing Workshop	\$6,064
Training Workshop	\$6,064
Startup Workshop	\$6,064
Hardware and Software submittal Review	\$16,035
Software Submittal Preparation	\$6,064
RP-4	
Hardware, Network, and Software Site Setting	\$4,639
Support during Commissioning	\$36,616
Enterprise SCADA performance Test	\$8,913
As build software documentation	\$11,124
As build control narrative	\$8,791
As build Operation and Maintenance Manual update - CCI to assemble and provide	\$1,818
RP-5	
Hardware, Network, and Software Site Setting	\$8,913
Support during Commissioning	\$24,948
Enterprise SCADA performance Test	\$8,913
As build software documentation	\$11,124
As build control narrative	\$8,791
AS build Operation and Maintenance Manual - CCI to assemble and provide	\$1,818
SCADA Maintenance training (2D, 4A)	\$7,123
SCADA Operation training (3S, 5A)	\$4,274
Software Maintenance training (5D, 4A)	\$14,245
Control Strategy Application training (4D, 6A)	\$7,123
CONSTRUCTION	
RP-5	
Mobilization to RP-5 Site	\$37,672
Remove East Most Server Rack & Relocate Component to Existing Server Rack	\$32,749
Install New DCP Panel & Server Rack	\$275,996
Relocate RACO Pager, Data Concentrator, Filter Control Logic PLC and Energy Management PLC to DCP	\$43,129
Install PlantPax Control System Hardware	\$2,174
Tie-in Existing Fiber Optic Network & Connect DCP to UPS	\$9,876

ACTIVITY DESCRIPTION	FEE
Modify the Existing DCS-1 (Remove Existing Foxboro Devices)	\$8,622
Install IFM Modules on Backpanel in RTU-1 Cabinet	\$10,444
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	\$55,115
30 days Operations Performance Test (OPT) of RTU-1 & Training	\$25,454
Remove and Replace PC Console with New RTU-1 PC Console	\$108,680
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-1	\$4,311
RTU- 1 Punchlist and Final Cleanup	\$4,311
Modify the Existing DCS-2 (Remove Existing Foxboro Devices)	\$13,871
Install IFM Modules on Backpanel in RTU-2 Cabinet	\$14,059
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	\$50,390
30 days Operations Performance Test (OPT) of RTU-2 & Training	\$25,454
Remove and Replace PC Console with New RTU-2 PC Console	\$117,164
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-2	\$4,311
RTU- 2 Punchlist and Final Cleanup	\$4,311
Modify the Existing DCS-3 (Remove Existing Foxboro Devices)	\$11,037
Install IFM Modules on Backpanel in RTU-3 Cabinet	\$15,693
Migration of I/O Points from Foxboro DCS to Rockwell PlantPax	\$61,690
30 days Operations Performance Test (OPT) of RTU-3 & Training	\$25,454
Remove and Replace PC Console with New RTU-3 PC Console	\$124,404
Remove and Turn Over Existing Foxboro DCS Equip and Control Logic Gateway for RTU-3	\$4,311
RTU- 3 Punchlist and Final Cleanup	\$4,311
Upgrade Prado Panel HMI, Update PLC and HMI Code	\$6,291
Prepare As-Built Documentation for RP-5	\$12,216
Submit As-Built Documentation for RP-5	\$1,041
RP-4	
Mobilization to RP-4 Site	\$35,424
Field Investigation-RP-4	\$43,421
Interior Remodeling of Printer Room & Control Room	\$20,411
Install New DCP Panel and Server Rack	\$305,390
Relocate RACO Pager, Data Concentrator, Control Logic PLC and Energy Management PLC from RTU-4 to DCP	\$44,249

ACTIVITY DESCRIPTION	FEE
Install Fiber Optic Cabling Plant-Wide to complete DLR Ring	\$93,598
Tie-in Existing Fiber Optic Network & Connect DCP to UPS	\$10,326
Retest Functionality of Relocated RTU-4 Components	\$6,092
Remove RTU-4 & SCE Panel and Turn Over to Owner	\$6,336
As-Built Documentation of Existing Cabling at Network Equipment Rack in Electrical/Switch Room	\$24,356
Build Cable Tray System in Plenum Space for relocation of Existing Cables to New Rack	\$40,481
Install New Network Equipment in New Server Room	\$36,303
Install New Fiber Optic and Ethernet Patch Panels (As required)	\$9,135
Transfer Cables from Existing Network Equipment Rack to New Network Equipment Rack in Server Room	\$45,981
install Rockwell I/O and IFM Modules on Rack in RTU-1 Cabinet	\$57,047
Field I/O Check & Logic Loop Test for RTU-1	\$7,674
Install Field Terminal Strips, Conduit and Wire from RTU-1 to adjacent RTU-1A	\$9,908
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1A to RTU-1	\$25,113
30 days Operations Performance Test (OPT) of RTU-1 & Training	\$30,007
Clean up RTU-1A and Turn Over Components to Owner	\$3,178
Install Field Terminal Strip, Conduit and Wire from RTU-1B to RTU-1	\$69,270
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1B to RTU-1	\$14,969
Clean up RTU-1B and Turn Over Components to Owner	\$2,501
Field I/O Check & Logic Loop Test for RTU-1C	\$6,457
Relocate HOA and Pilot Lights from RTU-1D to MCC-3 & Wire	\$9,134
Install Conduit and Wire from MCC-3 to RTU-1	\$8,871
install E-Stop Push Buttons/Conduit/Wire from (5) IPS Pumps to RTU-1D	\$21,407
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-1D to RTU-1	\$18,635
Clean up RTU-1D and Turn Over Components to Owner	\$3,199
RTU- 1 Punchlist and Final Cleanup	\$5,967
Install Rockwell I/O and IFM Modules on Rack in RTU-2 Cabinet	\$48,511
Field I/O Check & Logic Loop Test for RTU-2	\$2,638
Install Field Terminal Strips, Conduit and Wire from RTU-2 to adjacent RTU-2A	\$14,348
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-2A to RTU-2	\$14,252

ACTIVITY DESCRIPTION	FEE
30 days Operations Performance Test (OPT) of RTU-2 & Training	\$30,007
Clean up RTU-2A and Turn Over Components to Owner	\$3,199
Field I/O Check & Logic Loop Test for RTU-2B	\$9,172
RTU- 2 Punchlist and Final Cleanup	\$3,542
Install New Ethernet Switch, Remove Existing PLC Equip, & Provide Ethernet Jumpers from Existing Ethernet Modules RTU-3	\$24,267
Install New Fiber Optic Switch Panel at Aeration Basins	\$98,826
30 days Operations Performance Test (OPT) of RTU-3 & Training	\$27,063
Install Conduits at Aeration Basins for Fiber Optic and Ethernet Cables	\$38,738
Install, Terminate and Test Fiber Optic and Ethernet Cables at Aeration Basins	\$5,250
Field I/O Check & Logic Loop Test for Aeration Basins at RTU-3	\$17,453
RTU- 3 Punchlist and Final Cleanup	\$1,727
Install Rockwell I/O and IFM Modules on Rack in RTU-5 Cabinet	\$44,435
Field I/O Check & Logic Loop Test for RTU-5	\$4,834
Install/Terminate/Test Ethernet through Existing Conduit from RTU-5 to RTU-5B	\$1,088
Migration of I/O Points from Legacy Rockwell to PlantPax at RTU-5B to RTU-5	\$16,636
30 days Operations Performance Test (OPT) of RTU-5 & Training	\$27,063
Upgrade Micrologics PLC to CompactLogics at RTU-5C	\$23,435
Field I/O Check & Logic Loop Test for RTU-5C	\$10,870
RTU- 5 Punchlist and Final Cleanup	\$4,583
Install New Ethernet Switch, Remove Existing PLC Equip, & Provide Ethernet Jumpers from Existing Ethernet Modules RTU-6	\$16,245
Field I/O Check & Logic Loop Test for RTU-6	\$14,123
30 days Operations Performance Test (OPT) of RTU-6 & Training	\$27,063
RTU- 6 Punchlist and Final Cleanup	\$8,541
Rockwell Automation Installed Base Evaluation Survey	\$12,738
Prepare As-Built Documentation for RP-4	\$4,757
Submit As-Built Documentation for RP-4	\$15,313
Demobilization	\$3,269
Final Project Closeout	\$8,474
Project Completion	\$-
TOTAL	\$5,192,864

**INFORMATION
ITEM**

3A



Date: August 16, 2017

To: The Honorable Board of Directors

Committee: Finance & Administration

From: P. Joseph Grindstaff, General Manager

08/09/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Treasurer's Report of Financial Affairs

Executive Summary:

For the month of June 2017, total cash, investments, and restricted deposits of \$180,810,523 reflects an increase of \$12,055,958 compared to the total of \$168,754,565 reported in May 2017. The increase was attributed to proceeds from State Revolving Fund (SRF) for the Water Quality Laboratory for \$4.8 million, additional wastewater and water connection fees, and Redevelopment Agencies (RDA) property tax receipts for approximately \$6.0 million. As a result, the average days of cash on hand for the month of June increased from 292 days to 300 days.

The Agency's investment portfolio average rate in June 2017 was 1.058%, a slight change of 0.007% compared to the average yield of 1.065% reported in May 2017. The slight decrease in yield is due to the calculation of the total investment dollar amount relative to each investment portfolio yield. The increase in cash for June 2017 were invested in the repurchase and LAIF accounts with investment yield of 0.50% and 0.978%, respectively.

Staff's Recommendation:

The Treasurer's Financial Affairs Report for the month ended June 30, 2017 is an informational item for the Board of Director's review.

Budget Impact: Y *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

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

Prior Board Action:

On July 19, 2017, the Board of Directors approved the Treasurer's Financial Affairs Report for the month ended May 2017.

Environmental Determination:

Not Applicable

Business Goal:

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.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - June 2017 Financial Affairs Report

Background

Subject: Treasurer's Financial Affairs Report

The Treasurer's Report of Financial Affairs for the month ended June 30, 2017 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. 2016-5-1).

At the May and June 2017 Board meeting, staff reported an exception in the March, April, and May Financial Affairs Report on a criterion established in the Agency's Investment Policy. The medium-term notes portfolio exceeded the 10 percent threshold defined in the Investment Policy but below the 30 percent threshold established under the California Government Code (CGC). Recommendation was made to approve the medium-term investments and to allow for those investments to be held until maturity.

As of June 30, 2017, the medium-term notes portfolio was 9.9% which complies with the 10 percent allowable threshold established under the Investment Policy.

Treasurer's Report of Financial Affairs for June 30, 2017

Board Meeting



Report of Financial Affairs

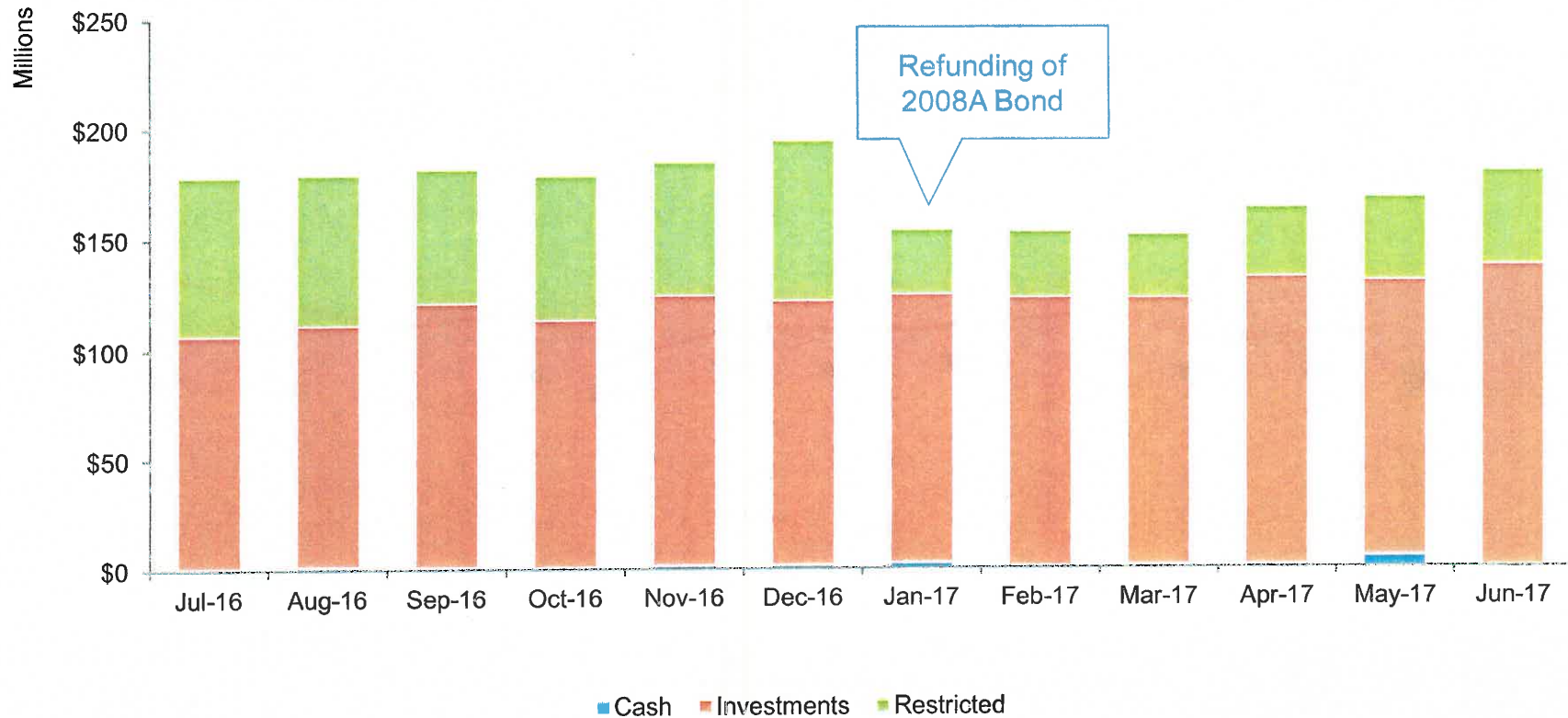
Liquidity

Description	June 2017 (\$ million)	May 2017 (\$ million)	Increase (Decrease) (\$ million)
Total Cash, Investments, and Restricted Deposits	\$180.8	\$168.7	\$12.1
Total Investment Portfolio	\$137.4	\$125.7	\$11.7
Investment Portfolio Yield	1.058%	1.065%	(0.007%)
Weighted Average Duration (years)	0.84	0.89	(0.05)
Average Cash on Hand (days)	300	292	8

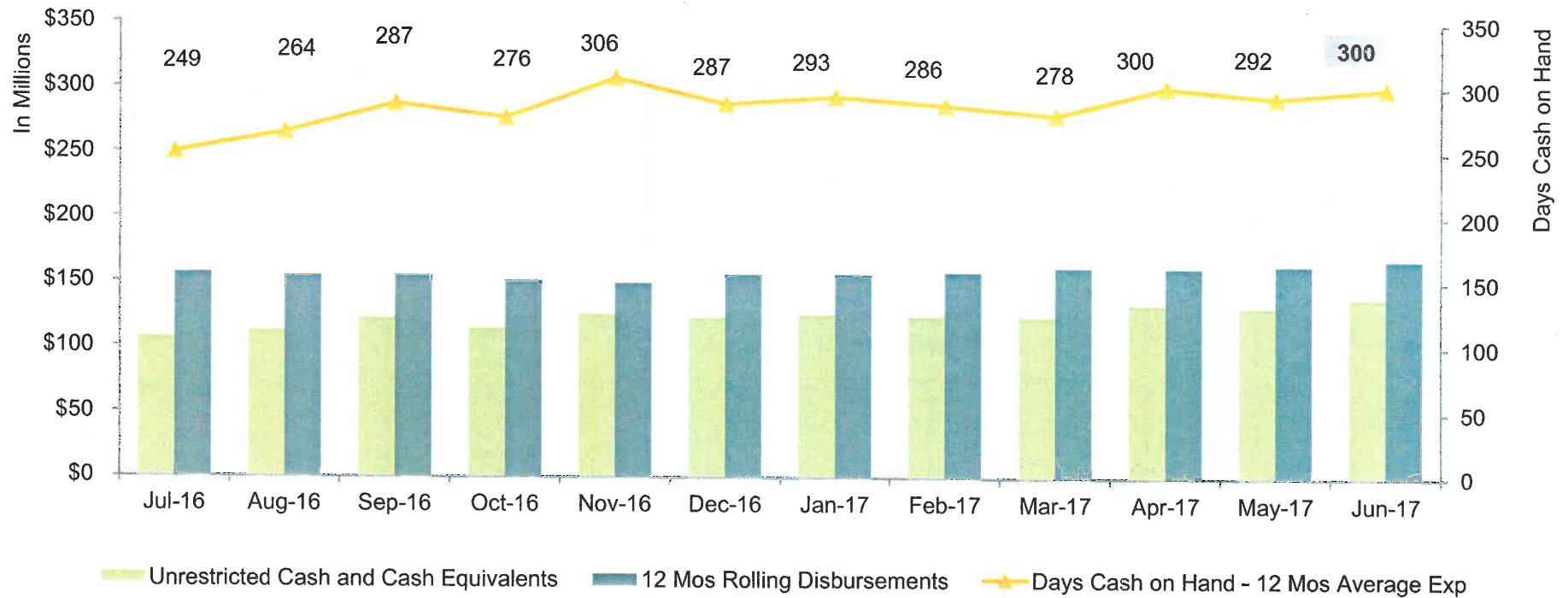
Portfolio

Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of June 30, 2017				Average Yield	Portfolio % (Unrestricted)
		Under 1 Year	1 – 3 Years	Over 3 Years	Total		
LAIF	\$65	\$33.1			\$33.1	0.978%	24.1%
CalTrust	\$20	\$10.1	\$ 6.0		\$16.1	1.167%	11.7%
CAMP	\$20	\$18.2			\$18.2	1.05%	13.2%
Citizens Business Bank - Sweep	40%	\$19.6			\$19.6	0.50%	14.3%
Brokered CD's	30%	\$ 1.9	\$ 1.0	\$0.5	\$ 3.4	1.50%	2.5%
Commercial Paper	25%	\$ 2.0			\$ 2.0	1.31%	1.5%
Medium Term Notes	10%	\$ 5.5	\$ 8.1		\$13.6	1.32%	9.9%
Municipal Bond	10%		\$ 1.0		\$ 1.0	1.75%	0.7%
US Treasury Note	n/a		\$ 2.0		\$ 2.0	1.35%	1.4%
US Government Securities	n/a	\$ 5.2	\$23.2		\$28.4	1.24%	20.7%
Total		\$95.6	\$41.3	\$0.5	\$137.4	1.058%	100%

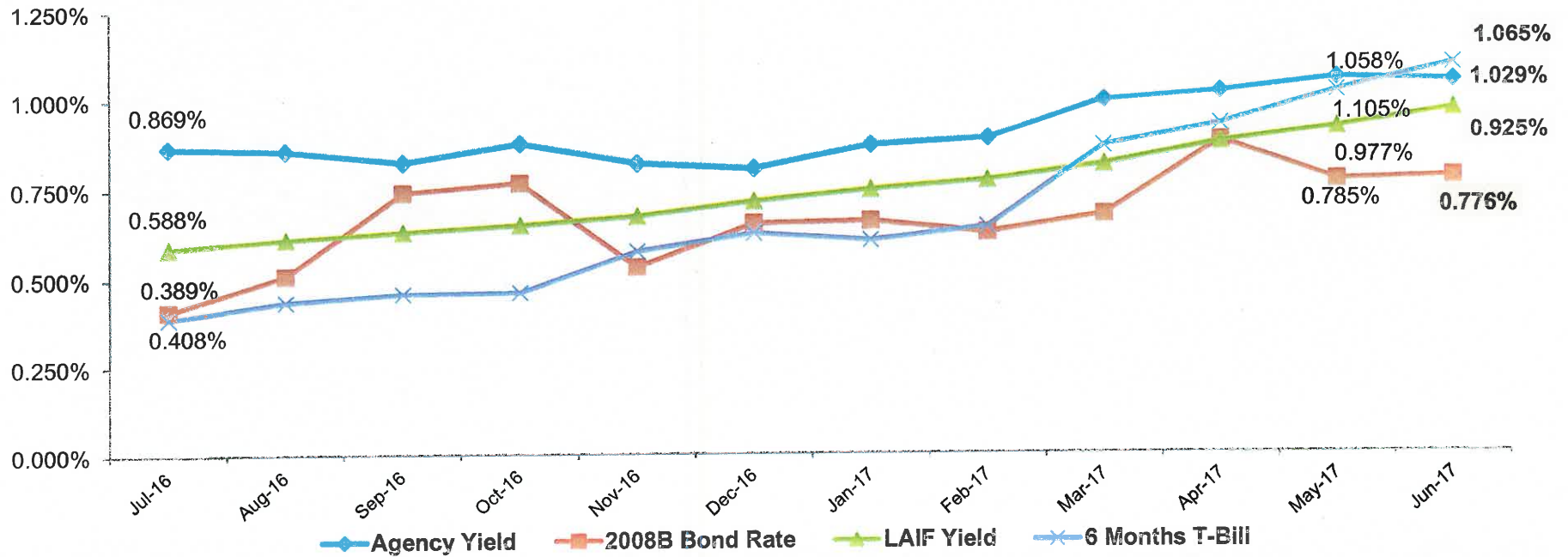
Cash, Investments, and Restricted Deposits



Days Cash on Hand 12 Months Rolling Average



Month End Portfolio Yield Composition





Questions?

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

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended June 30, 2017



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2016-5-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on May 18, 2016.

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
June 30, 2017

	June	May
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	<u>\$190,851</u>	<u>\$5,006,066</u>
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$19,613,265	\$12,906,970
Local Agency Investment Fund (LAIF)	33,108,664	28,108,664
CalTrust	16,145,336	16,135,543
California Asset Management Program (CAMP)	18,169,486	18,153,798
Certificates of Deposit	3,385,000	3,385,000
Municipal Bonds	997,283	997,180
Commercial Paper	1,995,273	1,993,156
Medium Term Notes	13,596,345	13,599,005
U.S. Treasury Notes	1,991,453	1,991,087
U.S. Government Sponsored Entities	28,428,077	28,427,729
Total Investments	<u>\$137,430,182</u>	<u>\$125,698,132</u>
Total Cash and Investments Available to the Agency	<u>\$137,621,033</u>	<u>\$130,704,198</u>
<u>Restricted Deposits</u>		
Debt Service Accounts	\$2,552,575	\$2,552,095
CCRA Deposits Held by Member Agencies	28,639,924	25,510,292
OPEB (CERBT) Account	11,685,987	9,707,771
Escrow Deposits	311,004	280,209
Total Restricted Deposits	<u>\$43,189,490</u>	<u>\$38,050,367</u>
Total Cash, Investments, and Restricted Deposits	<u><u>\$180,810,523</u></u>	<u><u>\$168,754,565</u></u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2017

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Offset by CBB Sweep Balance)	(\$22,365)
CBB Workers' Compensation Account	43,330
Bank of America (BofA) Payroll Account	26,880
BofA Payroll Taxes Account	28,702
Subtotal Demand Deposits	\$76,547

Other Cash and Bank Accounts

Petty Cash	\$2,250
Subtotal Other Cash	\$2,250

US Bank Pre-Investment Money Market Account \$112,054

Total Cash and Bank Accounts \$190,851

Investments

CBB Repurchase (Sweep) Investments

FHLMC	5,284,064
FNMA	14,329,201
Subtotal CBB Repurchase (Sweep)	\$19,613,265

Local Agency Investment Fund (LAIF)

LAIF Fund	\$33,108,664
Subtotal Local Agency Investment Fund	\$33,108,664

CalTrust

Short Term	\$10,164,325
Medium Term - Restricted	5,981,011
Subtotal CalTrust	\$16,145,336

California Asset Management Program (CAMP)

Pool	\$18,169,486
Subtotal CAMP	\$18,169,486

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2017

Investments Continued

Brokered Certificates of Deposit

Brokered Certificates of Deposit	\$3,385,000
Subtotal Brokered Certificates of Deposit	\$3,385,000

Commercial Paper

Natixis NY Branch	\$1,995,273
Subtotal Commercial Paper	\$1,995,273

Municipal Bonds

State and Local Municipal Bonds	\$997,283
Subtotal Municipal Bonds	\$997,283

Medium Term Notes

John Deere Capital Corp.	1,000,234
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,692
Johnson & Johnson	2,013,766
Microsoft	2,063,384
Exxon Mobil	2,510,035
Wells Fargo Bank N.A.	3,009,234
Subtotal Medium Term Notes	\$13,596,345

U.S. Treasury Notes

Treasury Note	\$1,991,453
Subtotal U.S. Treasury Notes	\$1,991,453

U.S. Government Sponsored Entities

Fannie Mae Bank	\$3,749,638
Freddie Mac Bank	8,485,492
Federal Farm Credit Bank	13,194,697
Federal Home Loan Bank	2,998,250
Subtotal U.S. Government Sponsored Entities	\$28,428,077

<i>Total Investments</i>	\$137,430,182
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INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
June 30, 2017

Restricted Deposits

Debt Service

08B Debt Service Accounts	\$2,545,853
10A Debt Service Accounts	16
17A Debt Service Accounts	<u>6,706</u>
Subtotal Debt Service	<u>\$2,552,575</u>

CCRA Deposits Held by Member Agencies

City of Chino	\$3,592,226
Cucamonga Valley Water District	3,060,910
City of Fontana	4,003,050
City of Montclair	835,953
City of Ontario	10,748,859
City of Chino Hills	5,375,488
City of Upland	<u>1,023,438</u>
Subtotal CCRA Deposits Held by Member Agencies	<u>\$28,639,924</u>

CalPERS

OPEB (CERBT) Account	<u>\$11,685,987</u>
Subtotal CalPERS Accounts	\$11,685,987

Escrow Deposits

Kemp Brothers Construction	<u>\$311,004</u>
Subtotal Escrow Deposits	\$311,004

Total Restricted Deposits

\$43,189,490

Total Cash, Investments, and Restricted Deposits as of June 30, 2017

\$180,810,523

Total Cash, Investments, and Restricted Deposits as of 06/30/17

\$180,810,523

Less: Total Cash, Investments, and Restricted Deposits as of 05/31/17

168,754,565

Total Monthly Increase (Decrease)

\$12,055,958

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	June	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value		Date	Value	
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					(\$22,365)	(\$22,365)	N/A	N/A	(\$22,365)		N/A	N/A	(\$22,365)
Workers' Compensation Account					43,330	43,330	N/A	N/A	43,330		N/A	N/A	43,330
Subtotal CBB Accounts					\$20,965	\$20,965			\$20,965				\$20,965
Bank of America (BoFA)													
Payroll Checking					\$26,880	\$26,880	N/A	N/A	\$26,880		N/A	N/A	\$26,880
Payroll Tax Checking					28,702	28,702	N/A	N/A	28,702		N/A	N/A	28,702
Subtotal B of A Accounts					\$55,582	\$55,582			\$55,582		N/A		\$55,582
US Bank (USB)													
Federated Automated MMA					\$112,054	\$112,054	N/A	N/A	\$112,054		0.25%	N/A	\$112,054
Subtotal USB Account					\$112,054	\$112,054			\$112,054		0.25%		\$112,054
Petty Cash													
					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts													
					\$190,851	\$190,851			\$190,851				\$190,851
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
FHLMC					\$5,284,064	\$5,284,064	N/A	N/A	\$5,284,064		0.50%	N/A	\$5,284,064
FNMA					14,329,201	14,329,201			14,329,201		0.50%		14,329,201
Subtotal CBB Repurchase Accounts					\$19,613,265	\$19,613,265			\$19,613,265		0.50%		\$19,613,265
LAIF Accounts													
Non-Restricted Funds					\$33,108,664	\$33,108,664	N/A	N/A	\$33,108,664		0.978%	N/A	\$33,108,664
Subtotal LAIF Accounts					\$33,108,664	\$33,108,664			\$33,108,664		0.978%		\$33,108,664
CALTRUST Accounts													
Short-Term					\$10,164,325	\$10,164,325	N/A	N/A	\$10,164,325		1.10%	N/A	\$10,164,325
Medium-Term (Self Insurance Reserves)					5,981,011	5,981,011	N/A	N/A	5,981,011		1.28%	N/A	5,981,011
Subtotal CalTrust Accounts					\$16,145,336	\$16,145,336			\$16,145,336		1.167%		\$16,145,336
CAMP Accounts													
Short-Term					\$18,169,486	\$18,169,486	N/A	N/A	\$18,169,486		1.05%	N/A	\$18,169,486
Subtotal CAMP Accounts					\$18,169,486	\$18,169,486			\$18,169,486		1.05%		\$18,169,486

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	June	June	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's				Amortization	Value				
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Comenity Capital Bank	N/A				\$240,000	\$240,000	731		\$240,000	1.15%	1.15%	07/13/17	\$240,002
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	240,019
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	240,002
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	248,052
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,060
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,204
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,271
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,271
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,317
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,317
Ally Bank	N/A				243,000	243,000	722		243,000	1.45%	1.45%	03/11/19	242,653
Wells Fargo Bank	N/A				242,000	242,000	729		242,000	1.55%	1.55%	03/15/19	242,048
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.507%	07/29/20	244,015
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	243,041
Subtotal Brokered CDs					\$3,385,000	\$3,385,000		\$0	\$3,385,000		1.50%		\$3,389,272
US Treasury Note													
US Treasury Note					\$2,000,000	\$1,990,000	808	366	\$1,991,453	1.125%	1.35%	05/31/19	\$1,990,700
Subtotal US Treasuries					\$2,000,000	\$1,990,000		\$366	\$1,991,453		1.35%		\$1,990,700
U.S. Government Sponsored Entities													
Federal Farm Credit Bank (<i>Sinking Fund Reserves 20</i>	AA+	Aaa			\$5,195,000	\$5,199,431	447	(293)	\$5,195,732	0.75%	0.68%	09/13/17	\$5,192,091
Federal Home Loan Bank	AA+	Aaa			1,000,000	1,000,380	713	(16)	1,000,298	1.25%	1.23%	01/18/19	997,720
Federal Farm Credit Bank	AA+	Aaa			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,980,470
Freddie Mac Bond	AA+	Aaa			1,000,000	1,003,132	1,023	(92)	1,001,907	1.25%	1.14%	03/15/19	997,860
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,411	720	24	1,499,487	1.40%	1.42%	03/27/19	1,497,240
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,400	720	25	1,499,478	1.40%	1.42%	03/27/19	1,497,240
Federal Home Loan Bank	AA+	Aaa			2,000,000	1,997,600	801	89	1,997,952	1.375%	1.43%	05/24/19	1,997,080
Freddie Mac Bond	AA+	Aaa			2,000,000	2,000,000	798		2,000,000	1.55%	1.55%	06/06/19	2,000,640
Federal Farm Credit Bank	AA+	Aaa			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,000,800
Freddie Mac Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.15%	1.15%	07/26/19	1,478,265
Fannie Mae Step Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	0.875%	1.33%	07/26/19	1,488,045
Fannie Mae Bond	AA+	Aaa			900,000	899,460	1,153	14	899,638	1.25%	1.25%	08/23/19	890,649
Fannie Mae Bond	AA+	Aaa			1,350,000	1,350,000	1,157		1,350,000	1.25%	1.25%	08/26/19	1,335,623
Freddie Mac Bond	AA+	Aaa			3,000,000	2,972,928	1,359	598	2,983,585	1.25%	1.50%	10/02/19	2,983,500
Freddie Mac Bond	AA+	Aaa			1,000,000	1,000,000	1,093		1,000,000	1.63%	1.630%	01/28/20	998,550
Subtotal U.S. Gov't Sponsored Entities					\$28,445,000	\$28,421,742		\$349	\$28,428,077		1.24%		\$28,335,773

(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
June 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	June	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Commercial Paper													
Natixis NY Branch	A-	A2			\$2,000,000	\$1,986,877	182	2,117	\$1,995,273	1.29%	1.307%	09/05/17	\$1,995,440
Subtotal Commercial Paper					\$2,000,000	\$1,986,877		\$2,117	\$1,995,273		1.31%		\$1,995,440
Municipal Bonds													
San Diego Redevelopment Agency	AA	N/R			\$1,000,000	\$996,800	934	\$103	\$997,283	1.625%	1.75%	09/01/19	\$992,900
Subtotal State and Local Municipal Bonds					\$1,000,000	\$996,800		\$103	\$997,283		1.75%		\$992,900
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(68)	\$1,000,234	1.20%	1.11%	10/10/17	\$999,570
Wells Fargo Bank	AA-	Aa2			1,500,000	1,502,565	301	(251)	1,501,721	1.65%	1.44%	01/22/18	1,501,020
Toyota Motor Credit Corp	AA-	Aa3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,985,480
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	29	999,692	1.625%	1.66%	05/15/18	999,800
Johnson & Johnson	AAA	Aaa			2,000,000	2,027,480	1,044	(790)	2,013,766	1.65%	1.16%	12/05/18	2,004,880
Microsoft	AAA	Aaa			2,050,000	2,076,691	1,045	(766)	2,063,384	1.625%	1.16%	12/06/18	2,055,084
Exxon Mobil	AA+	Aaa			1,000,000	1,005,750	763	(226)	1,004,589	1.708%	1.43%	03/01/19	1,002,190
Exxon Mobil	AA+	Aaa			1,500,000	1,506,285	712	(262)	1,505,446	1.819%	1.59%	03/15/19	1,505,925
Wells Fargo Bank	AA-	Aa2			1,500,000	1,511,655	1,061	(325)	1,507,513	1.75%	1.48%	05/24/19	1,497,090
Subtotal Medium Term Notes					\$13,550,000	\$13,633,426		(2,659)	\$13,596,345		1.32%		\$13,551,039
Total Investments					\$137,416,751	\$137,450,596			\$137,430,182				\$137,291,875
<i>(Source of Investment Market Value: US Bank)</i>													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,545,853	\$2,545,853	N/A	N/A	\$2,545,853		0.22%		\$2,545,853
10A Debt Service Accounts					16	16	N/A	N/A	16		0.19%		16
17A Debt Service Accounts					6,706	6,706	N/A	N/A	6,706		0.20%		6,706
Total Debt Service Accounts					\$2,552,575	\$2,552,575			\$2,552,575		0.22%		\$2,552,575

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	June	June	%	%	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value	Coupon	Yield to Maturity	Date	Value
CCRA Deposits Held by Member Agencies													
City of Chino					\$3,592,226	\$3,592,226	N/A	N/A	\$3,592,226		N/A	N/A	\$3,592,226
Cucamonga Valley Water District					3,060,910	3,060,910	N/A	N/A	3,060,910		N/A	N/A	3,060,910
City of Fontana					4,003,050	4,003,050	N/A	N/A	4,003,050		N/A	N/A	4,003,050
City of Montclair					835,953	835,953	N/A	N/A	835,953		N/A	N/A	835,953
City of Ontario					10,748,859	10,748,859	N/A	N/A	10,748,859		N/A	N/A	10,748,859
City of Chino Hills					5,375,488	5,375,488	N/A	N/A	5,375,488		N/A	N/A	5,375,488
City of Upland					1,023,438	1,023,438	N/A	N/A	1,023,438		N/A	N/A	1,023,438
<i>Subtotal CCRA Deposits Held by Member Agencies 7/12/17 Reported total as of May 2017</i>					<u>\$28,639,924</u>	<u>\$28,639,924</u>			<u>\$28,639,924</u>				<u>\$28,639,924</u>
CalPERS Deposits													
OPEB (CERBT) Account					\$11,000,000	\$11,000,000	N/A	N/A	\$11,685,987		N/A	N/A	\$11,685,987
Subtotal CalPERS Deposits					<u>\$11,000,000</u>	<u>\$11,000,000</u>			<u>\$11,685,987</u>				<u>\$11,685,987</u>
Escrow Deposits													
Kemp Brothers Construction Escrow					\$311,004	\$311,004	N/A	N/A	\$311,004		N/A	N/A	\$311,004
Subtotal Escrow Deposits					<u>\$311,004</u>	<u>\$311,004</u>			<u>\$311,004</u>				<u>\$311,004</u>
Total Restricted Deposits					<u>\$42,496,797</u>	<u>\$42,496,797</u>			<u>\$43,189,490</u>				<u>\$43,182,784</u>
Total Cash, Investments, and Restricted Deposits as of June 30, 2017					<u>\$180,104,399</u>	<u>\$180,138,244</u>			<u>\$180,810,523</u>				<u>\$180,665,510</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
June 30, 2017

Directed Investment Category

	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$19,613,265	0.500%
LAIF	33,108,664	0.978%
CalTrust	16,145,336	1.167%
CAMP	18,169,486	1.050%
Brokered Certificates of Deposit	3,385,000	1.503%
Medium Term Notes	13,596,345	1.319%
Municipal Bonds	997,283	1.753%
Commercial Paper	1,995,273	1.307%
US Treasury Notes	1,991,453	1.352%
U.S. Government Sponsored Entities	28,428,077	1.240%
Total Investment Portfolio	\$137,430,182	
Investment Portfolio Rate of Return		1.058%

Restricted/Transitory/Other Accounts

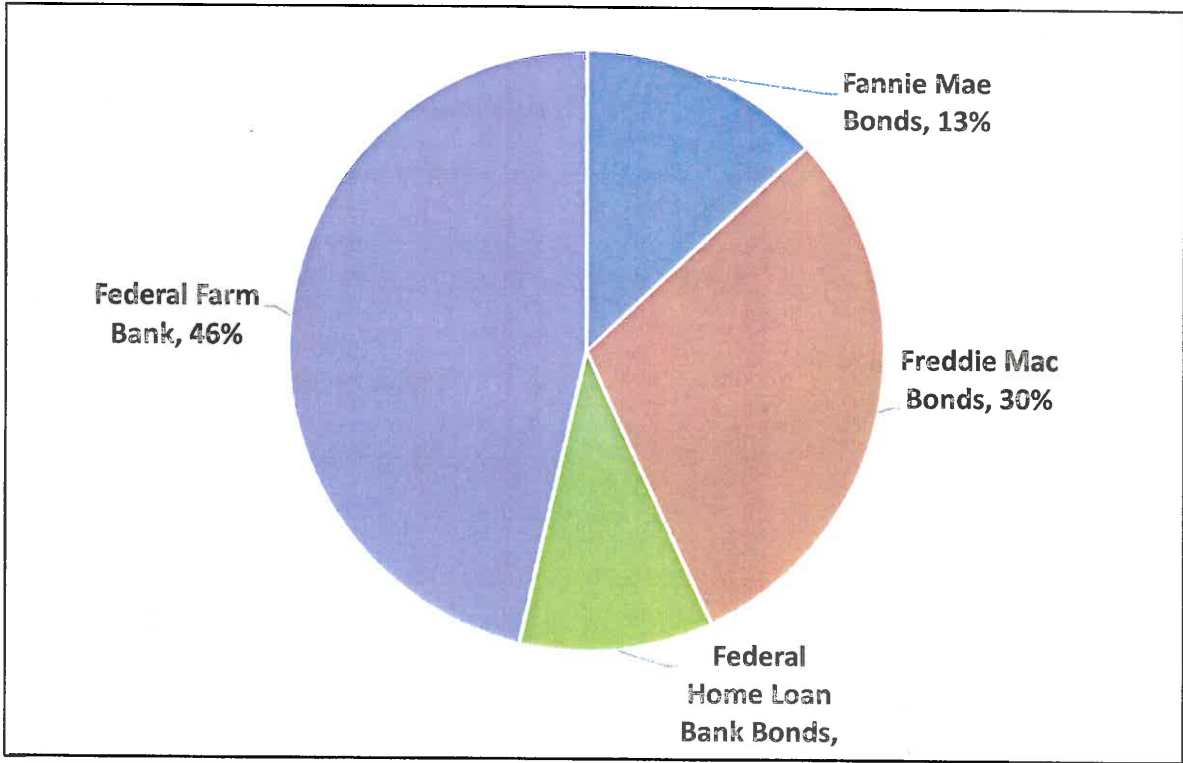
	<u>Amount Invested</u>	<u>Yield</u>
CCRA Deposits Held by Member Agencies	\$28,639,924	N/A
CalPERS OPEB (CERBT) Account	11,685,987	N/A
US Bank - 2008B Debt Service Accounts	2,545,853	0.220%
US Bank - 2010A Debt Service Accounts	16	0.190%
US Bank - 2017A Debt Service Accounts	6,706	0.200%
US Bank - Pre-Investment Money Market Account	112,054	0.250%
Citizens Business Bank - Demand Account	(22,365)	N/A
Citizens Business Bank - Workers' Compensation Account	43,330	N/A
Other Accounts*	57,832	N/A
Escrow Account	311,004	N/A
Total Restricted/Transitory/Other Accounts	\$43,380,341	
Average Yield of Other Accounts		0.222%

Total Agency Directed Deposits

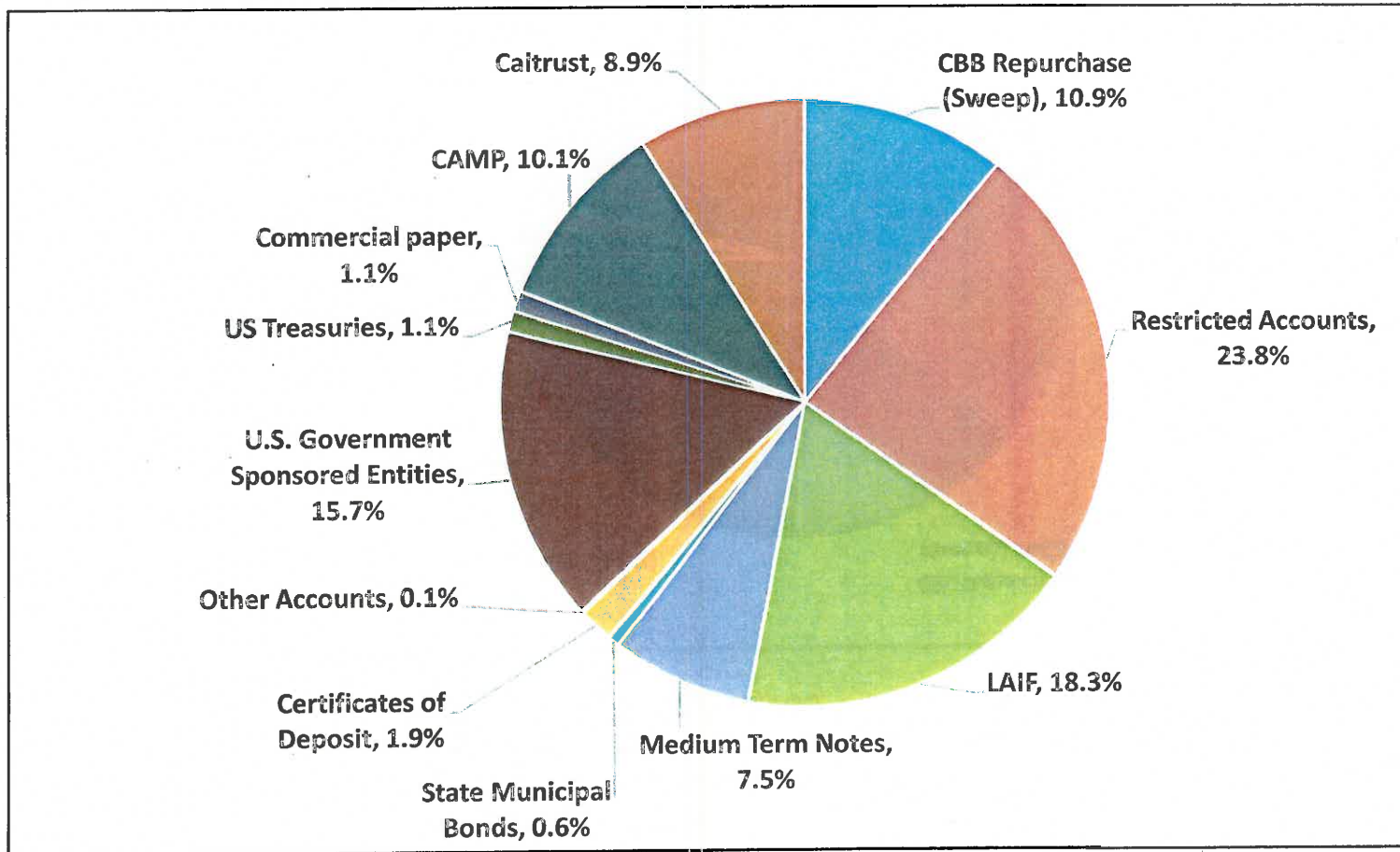
\$180,810,523

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

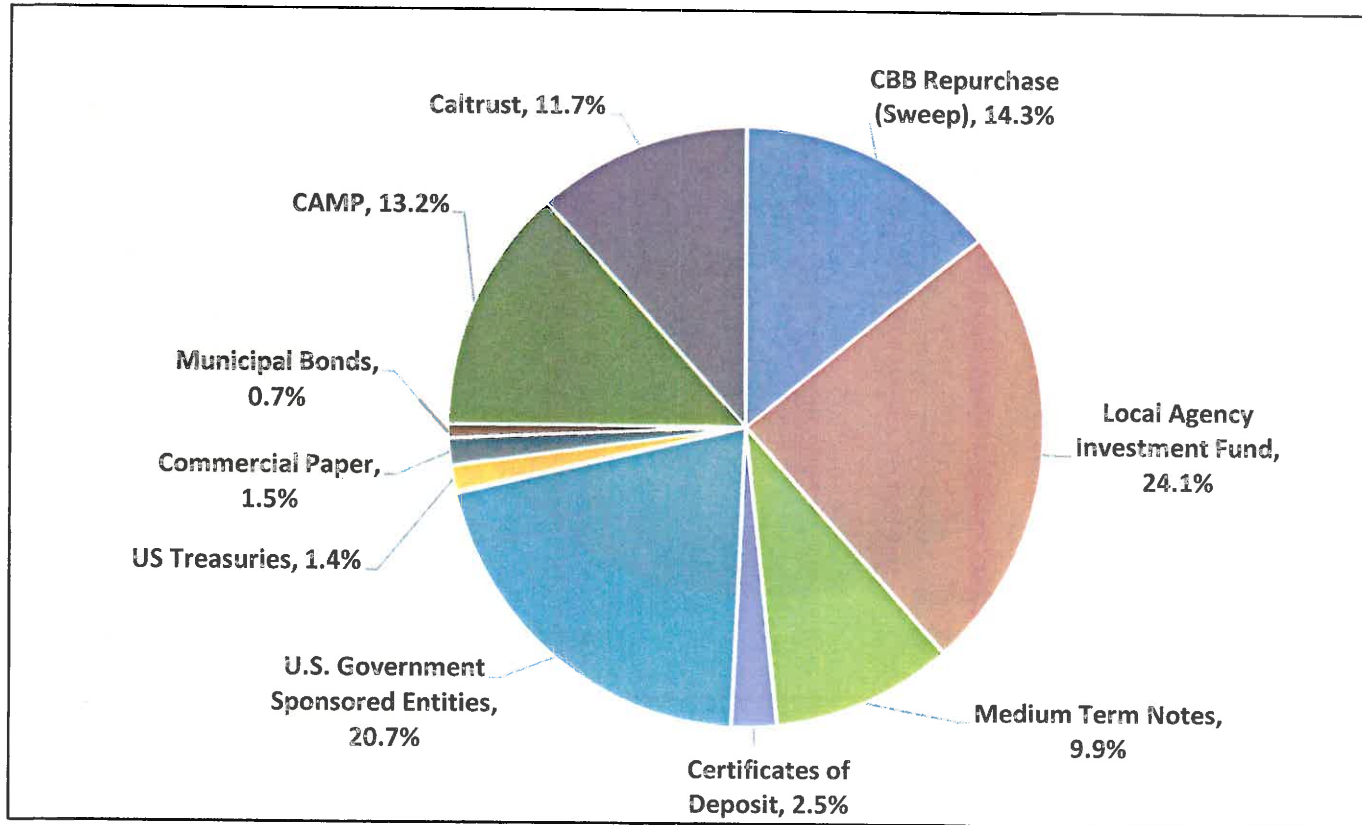
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2017
U.S. Government Sponsored Entities Portfolio
\$28,428,077



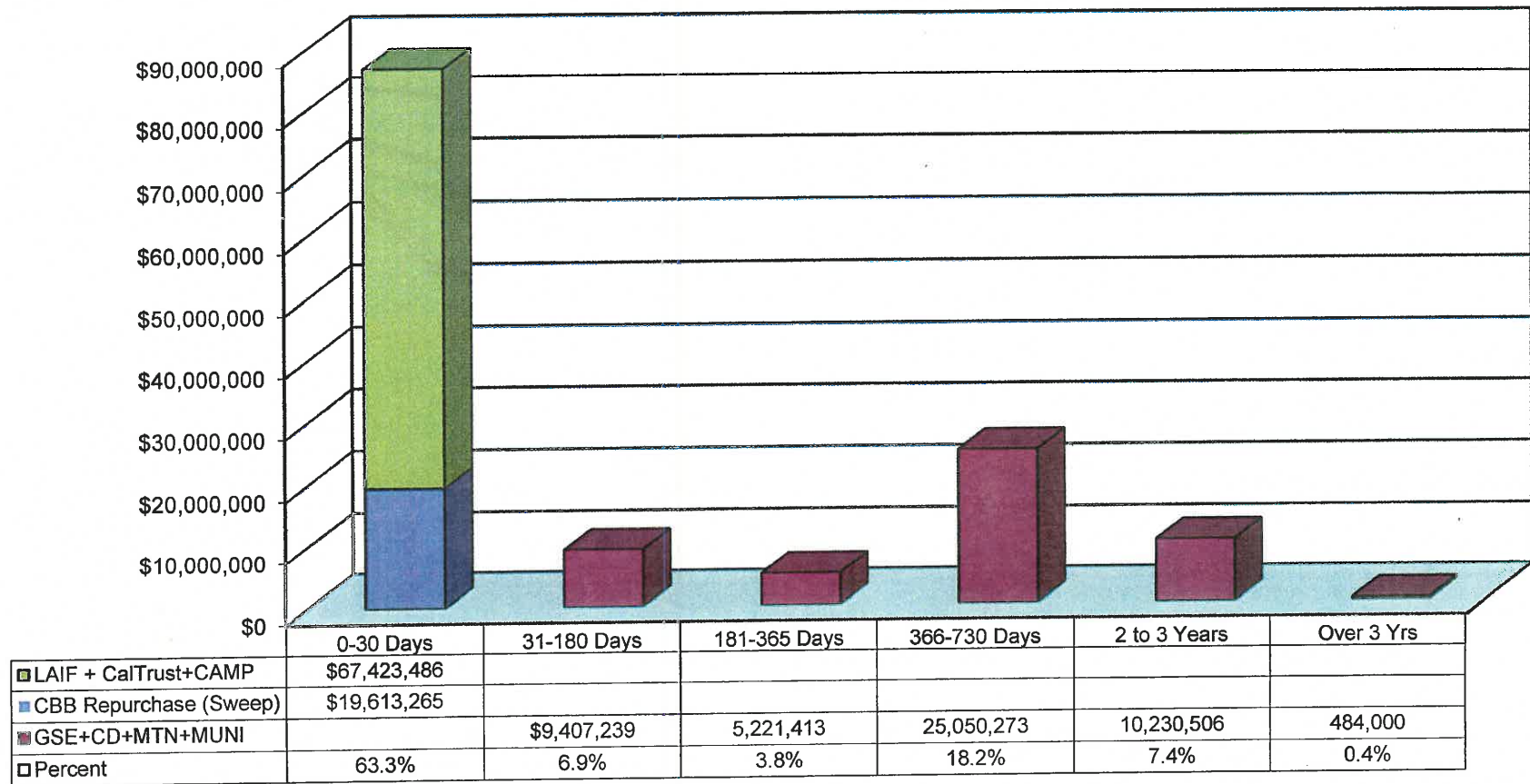
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2017
Agency Investment Portfolio (Net of Escrow Accounts)
\$180,499,519



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2017
Unrestricted Agency Investment Portfolio
\$137,430,182



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2017
Agency Investment Portfolio Maturity Distribution (Unrestricted)
\$137,430,182



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended June 30, 2017
Agency Investment Portfolio Yield Comparison

