



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**SPECIAL  
ENGINEERING, OPERATIONS, AND  
WATER RESOURCES  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, APRIL 4, 2018  
9:45 A.M.**

**CALL TO ORDER**

**PUBLIC COMMENT**

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

**ADDITIONS TO THE AGENDA**

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

**1. ACTION ITEMS**

**A. NAPA LATERAL DESIGN-BUILD CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a design-build contract for the Napa Lateral, Project No. WR15021, to Ferreira Construction Company, in the amount of \$5,332,122; and
2. Authorize the General Manager to execute the design-build contract subject to non-substantive changes.

**B. RP-4 AERATION BASINS WALL REPAIR CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-4 Aeration Basins Wall Repair, Project No. EN17110.03, for the not-to-exceed amount of \$500,000; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes.

**C. ELECTRICAL TESTING AND MAINTENANCE SERVICES MASTER CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Approve a five-year electrical testing and emergency maintenance master service contract to Power Systems Services for a not-to-exceed amount of \$466,000; and
2. Authorize the General Manager to execute the master service contract subject to non-substantive changes.

**D. ELECTRICAL ENGINEERING MASTER SERVICES CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Approve a five-year electrical engineering master service contract to Power Engineering Services for a not-to-exceed amount of \$202,000; and
2. Authorize the General Manager to execute the master service contract subject to non-substantive changes.

**E. RP-1 PRIMARY EFFLUENT CONVEYANCE IMPROVEMENTS CONTRACT AMENDMENT**

Staff recommends that the Committee/Board:

1. Approve a contract amendment for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec Consulting Services, Inc., for the not-to-exceed amount of \$232,000; and
2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

**F. REQUEST TO WITHDRAW IEUA-SBVMWD APPLICATION FOR REORGANIZATION**

Staff recommends that the Committee/Board authorize the General Manager to sign the letter to withdraw the sphere adjustment and reorganization application.

**G. SANTA ANA RIVER CONSERVATION & CONJUNCTIVE USE PROGRAM**

Staff recommends that the Committee/Board authorize the General Manager to enter into negotiations with IEUA member agencies for SARCCUP performance within the Chino Basin and develop the Memorandum of Understanding.

**2. INFORMATION ITEM**

**A. FISCAL YEAR 2018/19 TEN YEAR CAPITAL IMPROVEMENT PLAN (POWERPOINT)**

**B. 3<sup>RD</sup> QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)**

**C. PLANNING & ENVIRONMENTAL RESOURCES UPDATE (ORAL)**

**RECEIVE AND FILE INFORMATION ITEM**

**D. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**

**3. GENERAL MANAGER'S COMMENTS**

**4. COMMITTEE MEMBER COMMENTS**

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

**6. ADJOURN**

**\*A Municipal Water District**

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

Proofed by: 

**DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, March 29, 2018.

  
April Woodruff

**ACTION  
ITEM  
1A**

**Date:** April 11, 2018

#HR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

04/04/18

Finance & Administration

04/04/18

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

**Subject:** Napa Lateral Design-Build Contract Award

---

**Executive Summary:**

In November 2015, IEUA coordinated with the City of Fontana (Fontana Water Company), California Steel Industries (CSI), and the Auto Club Speedway (Speedway) to provide recycled water for delivery to CSI and Speedway for industrial and irrigation use. In December 2015, IEUA submitted an application to the California State Water Resources Control Board (SWRCB) for financial assistance through the Proposition 1 Water Recycling funding program. In November 2017, IEUA received the notification from the SWRCB that the project was selected for financial assistance through a principal forgiveness of \$2,500,000 and a low interest loan.

The project scope includes the design and construction of approximately 10,000 linear feet of 12-inch, 16-inch, and 24-inch pipelines along Napa Street and San Bernardino Avenue in the unincorporated area of San Bernardino County.

On March 15, 2018, IEUA received four design-build bids. Ferreira Construction Company, Inc., was the lowest responsive, responsible bidder with a bid price of \$5,995,848. Inclusive of the additive and deductive items, the final contract award amount is \$5,332,122.

---

**Staff's Recommendation:**

1. Award a design-build contract for the Napa Lateral, Project No. WR15021, to Ferreira Construction Company, Inc., in the amount of \$5,332,122; and
2. Authorize the General Manager to execute the design-build contract subject to non-substantive changes.

---

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

Account/Project Name:

WR15021/Napa Lateral

**Fiscal Impact** (explain if not budgeted):

None.

**Prior Board Action:**

On August 19, 2015, the Board of Directors approved the agreements with California Steel Industries, Auto Club Speedway, City of Fontana and Fontana Water Company to provide recycled water services to a portion of the unincorporated area of San Bernardino County.

---

**Environmental Determination:**

Categorical Exemption

This project qualifies for a Categorical Exemption Class 1 as defined in Section 21084; 15301(b) of the State CEQA Guidelines.

---

**Business Goal:**

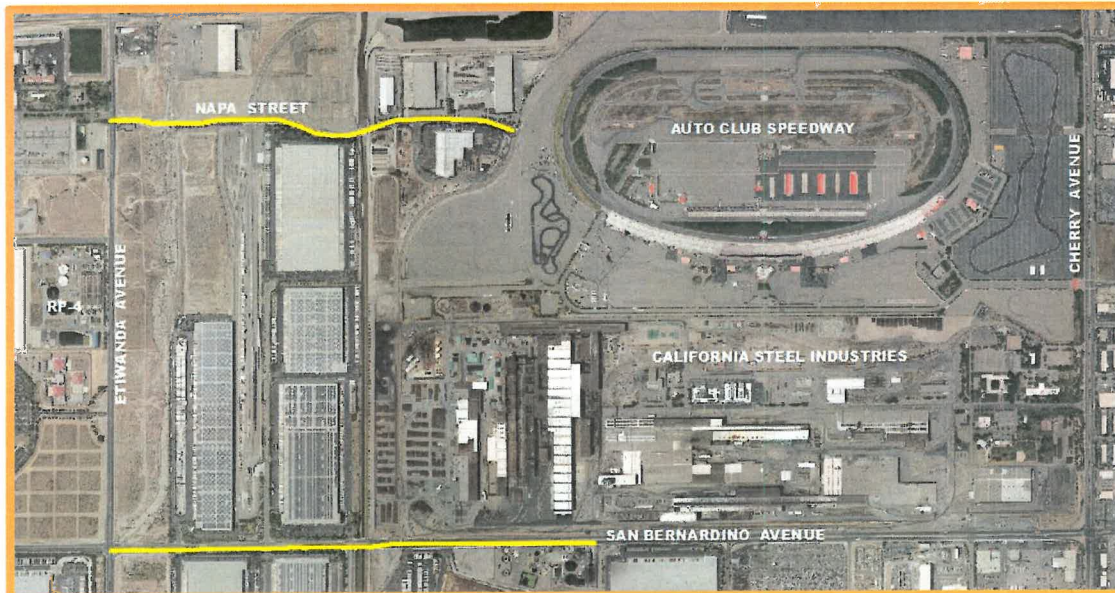
The Napa Lateral Project is consistent with IEUA's Business Goal of Water Reliability, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

---

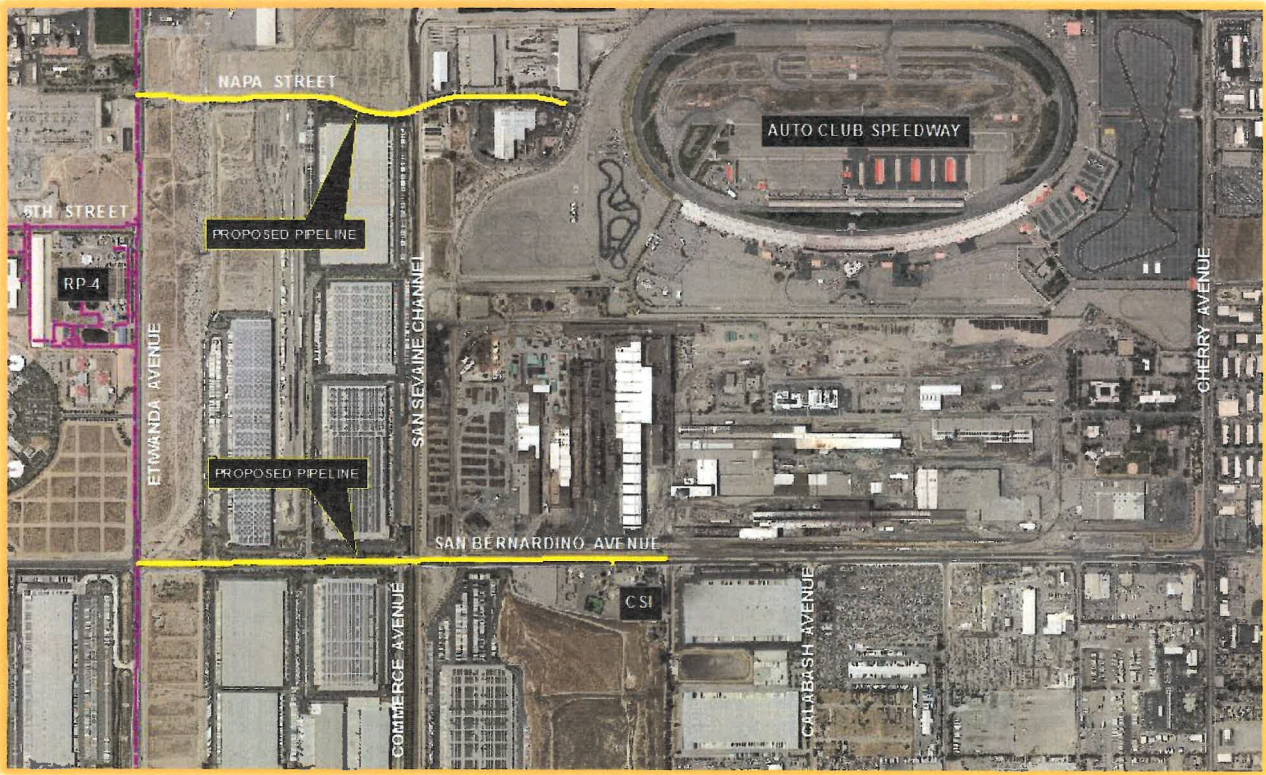
**Attachments:**

Attachment 1 - PowerPoint  
Attachment 2 - Contract

# Napa Lateral Design-Build Contract Award Project No. WR15021



# Project Location



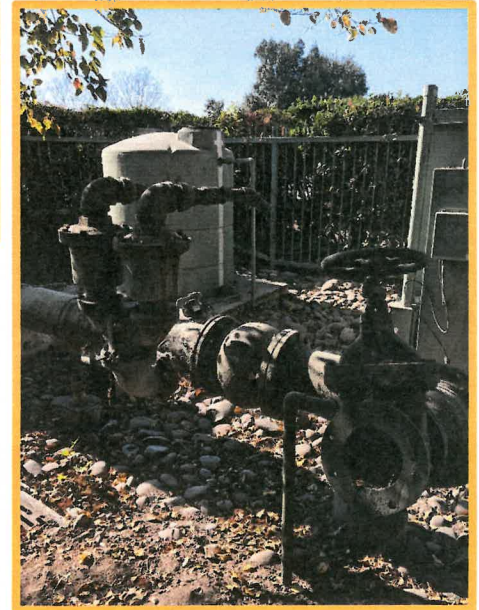


# The Project

- Coordination to provide recycled water to City of Fontana (Fontana Water Company), California Steel Industries, and Auto Club Speedway in 2015
- Prequalified ten design-build entities to submit proposals in 2016
- Received State Water Resources Control Board Proposition 1 Water Recycling funding in 2017
- Design and construct 10,000 linear feet of 12", 16", and 24" pipelines in Napa Street and San Bernardino Avenue through design-build project delivery



CSI Lateral Location



Speedway Connection Point

# Contractor Selection

Four bids were received on March 15, 2018:

Bidder's Name	Final Bid Amount
Ferreira Construction Company	\$5,332,122
J. R. Filanc	\$9,117,000
W. A. Rasic	\$9,183,800
J. De Sigio Construction	\$14,573,562
<b>Engineer's Estimate</b>	<b>\$5,434,000</b>

# Project Budget and Schedule

Description	Estimated Cost
<b>Design &amp; Construction (this action)</b>	<b>\$5,332,122</b>
Contingency (~10%)	\$533,212
<b>Construction Management Labor Estimate (~8%)</b>	<b>\$469,500</b>
<b>Total Project Cost:</b>	<b>\$6,334,834</b>
<b>Total Project Budget:</b>	<b>*\$6,050,000</b>
<b>SRF Principal Forgiveness (Grant):</b>	<b>(\$2,500,000)</b>
<b>Overall Total Project Cost:</b>	<b>\$3,834,834</b>

Project Milestone	Date
Design-Build Contract Award	April 2018
Construction Completion	June 2019

\*The total project budget will be adjusted through the Fiscal Year 2018/19 Ten Year Capital Improvement Plan (TYCIP) budget review.

# Recommendation

- Award a design-build contract for the Napa Lateral, Project No. WR15021, to Ferreira Construction Company, Inc., in the amount of \$5,332,122; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The Napa Lateral Project is consistent with **IEUA's Business Goal of Water Reliability**, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

## SECTION D - CONTRACT AND RELEVANT DOCUMENTS

### 1.0 CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ferreira Construction Co., Inc. DBA Ferreira Coastal Construction Co., hereinafter referred to as "DESIGN-BUILD ENTITY," and the Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

#### **WITNESSETH:**

That for and in consideration of the promises and agreements hereinafter made and exchanged, IEUA and the DESIGN-BUILD ENTITY agree as follows:

1. DESIGN-BUILD ENTITY agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of IEUA's specifications entitled SPECIFICATIONS FOR NAPA LATERAL, Project No. WR15021, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by IEUA, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by IEUA, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by IEUA; and for completing the work in accordance with the requirements of said specifications and drawings, IEUA will pay and said DESIGN-BUILD ENTITY shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That IEUA will pay the DESIGN-BUILD ENTITY progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Lump Sum Bid Price: Five Million, Three Hundred Thirty Two Thousand, One Hundred Twenty Two Dollars, and Zero Cents; \$5,332,122.00

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, IEUA will pay and said DESIGN-BUILD ENTITY shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements,

Section C - Bid Forms.

4. IEUA hereby employs the DESIGN-BUILD ENTITY to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The DESIGN-BUILD ENTITY agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of IEUA four hundred (400) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. DESIGN-BUILD ENTITY agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the DESIGN-BUILD ENTITY shall pay to IEUA the amount of four thousand dollars (\$4,000) for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the DESIGN-BUILD ENTITY agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the DESIGN-BUILD ENTITY agrees that IEUA may deduct the amount thereof from any money due or that may become due to the DESIGN-BUILD ENTITY by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the DESIGN-BUILD ENTITY fails to complete the work within the time agreed upon, IEUA may also deduct from any sums due or to become due the DESIGN-BUILD ENTITY, liquidated damages in accordance with the Bid Documents.

9. That the DESIGN-BUILD ENTITY will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, DESIGN-BUILD ENTITY shall forfeit to IEUA, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the DESIGN-BUILD ENTITY or any subcontractor, less than the prevailing rates as determined by the Director of the

California Department of Industrial Relations for the work.

11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the DESIGN-BUILD ENTITY shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the DESIGN-BUILD ENTITY or any subcontractor; that the DESIGN-BUILD ENTITY shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the DESIGN-BUILD ENTITY shall forfeit to IEUA, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by DESIGN-BUILD ENTITY or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the DESIGN-BUILD ENTITY shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the DESIGN-BUILD ENTITY shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.
14. The DESIGN-BUILD ENTITY hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the DESIGN-BUILD ENTITY) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the DESIGN-BUILD ENTITY, its employees agents, representatives or subcontractors under or in connection with this Contract.

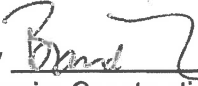
The DESIGN-BUILD ENTITY further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the DESIGN-BUILD ENTITY.

IN WITNESS WHEREOF, The DESIGN-BUILD ENTITY and the General Manager of Inland Empire Utilities Agency\*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency \*  
San Bernardino County, California.

DESIGN-BUILD ENTITY

By \_\_\_\_\_  
Halla Razak  
General Manager

By  \_\_\_\_\_  
Ferreira Construction Co., Inc. DBA  
Ferreira Coastal Construction Co."  
Title: Brandon Pensick  
Vice President

\*Municipal Water District

**ACTION  
ITEM  
1B**



---

**Date:** April 11, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HRK

04/04/18

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

**Subject:** RP-4 Aeration Basins Wall Repair Construction Contract Award

---

**Executive Summary:**

During the 2005 expansion of the Regional Water Recycling Plant No. 4 (RP-4), the oxidation ditches were modified into aeration basins by extending the center wall in the north and south directions. During the RP-4 Rehabilitation Project design (current project), staff discovered the added walls could not support liquid on one side of the wall and empty on the other side. This mode of operation, with liquid on one side and empty on the other side, is a normal operating condition in recent years.

This project will construct concrete columns against the RP-4 aeration basin no. 3 center wall to provide the necessary bracing. Aeration basin no. 3 is currently offline for maintenance and thus provides the opportunity to enter the basin for retrofit. The center walls of aeration basins no. 1 and no. 2 will also need to be retrofitted, but those will be performed when the basins go offline for maintenance activities.

On March 12, 2018, IEUA posted an invitation for bids to the contractors listed on the under \$2 million pre-qualified list. Bids were opened on March 29, 2018, and will be presented at the committee meeting.

---

**Staff's Recommendation:**

1. Award a construction contract for the RP-4 Aeration Basins Wall Repair, Project No. EN17110.03, for the not-to-exceed amount of \$500,000; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes.

---

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

*Account/Project Name:*

EN17110.03/RP-4 Aeration Basins Wall Repair

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

None.

---

**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 1 as defined in Section 15301(b) of the State CEQA Guidelines.

---

**Business Goal:**

The RP-4 Aeration Basins Wall Repair Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

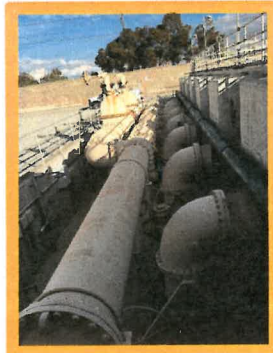
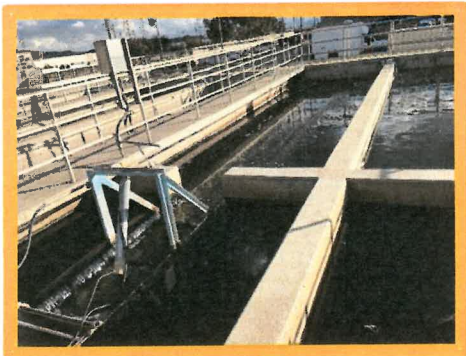
---

**Attachments:**

Attachment 1 - PowerPoint

---

# Regional Water Recycling Plant No. 4 (RP-4) Aeration Basin Wall Repair Construction Contract Award Project No. EN17110.03



Michael Dias, P.E.  
April 2018

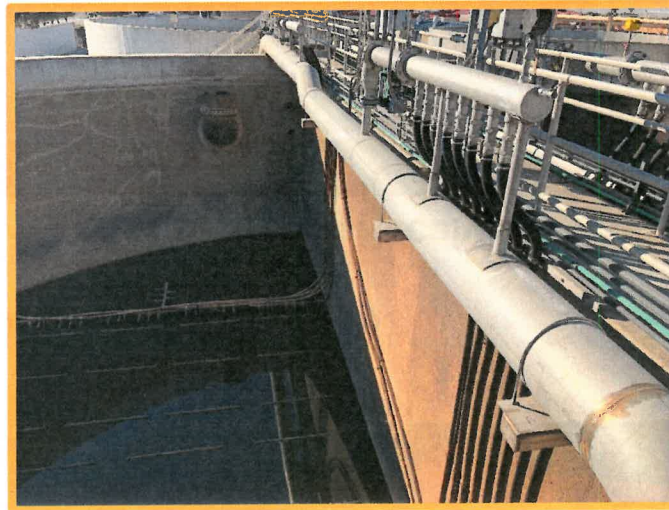
# Project Location



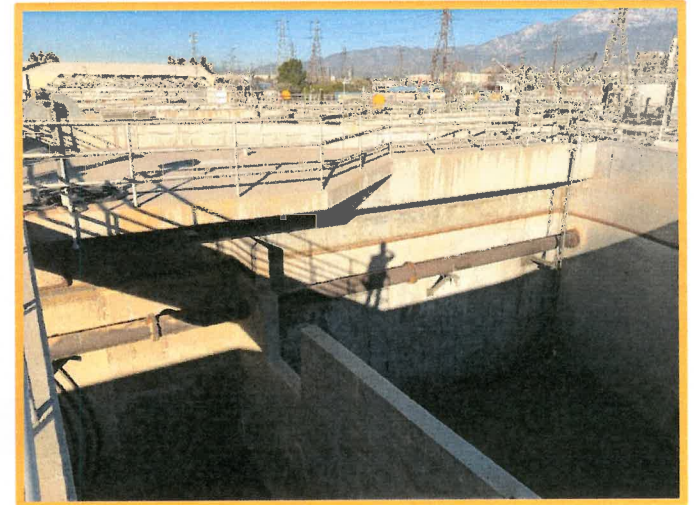
Regional Water Recycling  
Plant 4 Aeration Basin Wall  
Repair

# The Project

- Construct concrete columns to support existing walls
- Relocate aeration panels as needed



South End



North End

# Contractor Selection

Bids were received on March 29, 2018:

## Bids Received

Bidder's Name	Total
<b>Bids to be presented</b>	
Engineer's Estimate	\$ 325,000
Not-to-Exceed Amount	\$ 500,000

# Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
<b>Design Services</b>	<b>\$19,000</b>	<b>Construction</b>	
Consultant Design Services (actual cost)	\$19,000	Construction Contract Award	April 2018
<b>Construction Services (IEUA)</b>	<b>\$25,000</b>	Construction Completion	August 2018
IEUA Construction Services (15%)	\$25,000		
<b>Construction</b>	<b>\$325,000</b>		
Construction Contract (this action)	To Be Determined		
Contingency (10%)	To Be Determined		
<b>Total Project Cost:</b>	<b>To Be Determined</b>		
<b>Total Project Budget:</b>	<b>\$500,000</b>		

# Recommendation

- Award a construction contract for the RP-4 Aeration Basin Wall Repair, Project No. EN17110.03, for the not-to-exceed amount of \$500,000; and
- Authorize the General Manager to execute the contract subjective to non-substantive changes.

The RP-4 Aeration Basins Wall Repair Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.



**ACTION  
ITEM  
1C**

**Date:** April 11, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR

04/04/18

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

**Subject:** Electrical Testing and Maintenance Services Master Contract Award

---

**Executive Summary:**

IEUA's five treatment facilities have numerous pieces of medium and low voltage equipment which are required to be tested every five years to keep our facilities running safely and reliably. Power Systems Services (PSS) recently performed medium voltage breaker/relay testing at Regional Water Recycling Plant No. 1 (RP-1) and Carbon Canyon Water Recycling Facility (CCWRF) for arc flash mitigation. We found their work to be exceptional. PSS has substantial electrical training, over twenty years of IEUA historical knowledge, and the ability to troubleshoot power issues in an emergency situation. PSS was able to troubleshoot and repair aged medium and low voltage devices, most recently at CCWRF during a power outage. IEUA will need their experience for future electrical emergencies.

PSS performed testing and implementation of arc flash settings on each of IEUA's plants since 2011 as well as recently completed the settings implementation and relay testing at RP-1 and CCWRF. Staff has found their work to be exceptional. They had the ability to be flexible and coordinate the work with IEUA field staff to minimize interruptions. Staff recommends awarding a five-year master service contract, with the option of three one-year extensions, to PSS for a not-to-exceed amount of \$466,000.

---

**Staff's Recommendation:**

1. Approve a five-year electrical testing and emergency maintenance master service contract to Power Systems Services for a not-to-exceed amount of \$466,000; and
2. Authorize the General Manager to execute the master service contract subject to non-substantive changes.

---

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

**Account/Project Name:**

Various current and future maintenance projects.

**Fiscal Impact** (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. This contract is for work which will be required on various project and at various times throughout the next five years. The funding for this work is included in each individual project budget that requires electrical testing and maintenance services.

Full account coding (internal AP purposes only):

- - -  
- - -

Project No.: Various Projects

---

**Prior Board Action:**

None.

---

**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 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

---

**Business Goal:**

The Electrical Testing and Maintenance Services Master Contract Award is consistent with the IEUA's Business Goal of Work Environment and Wastewater Management specifically the Asset Management and Safety objectives that IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices and will ensure systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes.

---

**Attachments:**

Attachment 1 - Contract



**MASTER SERVICES CONTRACT NUMBER: 4600002500**  
**FOR PROVISION OF**  
**ELECTRICAL TESTING AND MAINTENANCE SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 interchangeably as "IEUA" and "Agency") and Power Systems Services, Inc. with offices located in Chino, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Consultant to provide electrical testing and maintenance services on an "as-needed" Task Order assignment basis;

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

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
  - A. Change Orders to Task Order releases under this Master Services Contract.
  - B. Amendments to Task Order releases under this Master Services Contract.
  - C. Task Order releases under this Master Services Contract.
  - D. Amendments to this Master Services Contract.
  - E. Master Services Contract Number 4600002500, General Terms and Conditions.
  - F. Consultant's acknowledgement of Agency's written request for participation, incorporated herein and made a part hereof as **Attachment 1**.

2. SCOPE OF WORK AND SERVICES: Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to interchangeably as the "Scope" or "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract, or as directed by the Construction Manager for completion of emergency projects, prior to Task Order completion.

A. Ordering Provisions and Understandings:

1. Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be as negotiated between the Consultant and Agency's cognizant Project Manager.
2. Task Order Price: The price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in the Contract which is attached hereto, referenced herein, and made a part hereof as **Attachment 2..**
4. Task Order Protocol: As the need for electrical engineering services arises, a Request for Proposal (RFP) or similar solicitation shall be forwarded to the Consultant for the purpose of obtaining a bid/proposal. A mandatory job walk may be held as part of any solicitation. If the Consultant desires to propose for the work, the Consultant shall respond, within the requested number of working days from receipt of Agency's solicitation, not to be less than five (5) working days, with submittal of a price and or technical proposal (if applicable), to perform the requested service(s). This proposal shall be reviewed and, if selected by the Agency, negotiated as required to develop mutually-agreed-upon Task Order content and price. Each Task Order shall designate a specific Scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the work. Upon agreement and execution by both parties, the Task Order shall be released and the Consultant may begin performance of the work provided for under the executed Task Order. .

If changes in Scope are needed during the course of the work, an Amendment shall be negotiated.

3. TERM: The term of this Contract shall extend from the date of the full contract execution and terminate on June 30, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term.
4. SCHEDULE: Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. INVOICING, PAYMENT DISCOUNT & PAYMENT: Consultant's invoices shall be submitted within 90 days of completion of work and based on the Consultant's firm-fixed price bid for each specified Task Order.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Invoicing shall be submitted electronically to [apgroup@ieua.org](mailto:apgroup@ieua.org). Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant's firm-fixed price bid for each fully-executed Task Order. As compensation for the Work performed under this Contract, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM \$466,000.00** for all services satisfactorily provided during the term of this Contract.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated changes to the established Task Order contents.

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant's personnel:

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.
4. In the case of performing public works, Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations (“DIR”) requirements as stipulated in CA SB-854 and CA SB-96 [ <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> ].

**Effective January 1, 2015:** The call for bids and contract documents must include the following information:

A. No Consultant or subConsultant may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the D IR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No Consultant or subConsultant 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.

C. The Task Orders generated under this Contract are subject to compliance monitoring and enforcement by the DIR. As such, a PWC-100 will be generated for public works valued above the designated thresholds.

**B. Confined Space Work:**

1. Precautions and Programs:

a. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subConsultants, suppliers, and others at the work site.

b. The Consultants and subConsultants shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the “Contract Work Hours and Safety Standards Act,” as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health

Standards referred to in this Section and it is established that there is a violation, the Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant and all subConsultants shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Consultant shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Consultant must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the IEUA Safety Department.

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

A. **Minimum Scope of Insurance:** 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 \$1,000,000 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 Consultant 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.
  4. 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.
  5. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
    - a. 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both 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 Consultant'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 Consultant's insurance and shall not contribute with it.

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

## 2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant 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-:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish 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 Consultant'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: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District  
Attn: Angela Witte, Risk Specialist, email [awitte@ieua.org](mailto:awitte@ieua.org)  
P.O. Box 9020  
Chino Hills, California 91709

## 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of Agency.
- C. Observing Laws and Ordinances: Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Consultant or its employees.
- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Consultant shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Consultant and IEUA staff shall establish for each Task Order issued if work is

grant-funded.

- F. No Guarantee of Work: Consultant understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Consultant: Consultant shall indemnify the IEUA, 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 Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- Indemnification, Design Professional: Consultant's Design Professional 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 (Consultant) 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 IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Consultant).
- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of 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.
- J. Equal Opportunity: During the performance of this Contract, Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives either oral or written direction from IEUA personnel which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's cognizant Project Manager and obtain written direction. The Consultant

shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted Scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon Scope, Consultant must immediately notify Agency's Project Manager that the directed work appears to be outside the Scope. Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.

L. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Construction Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Construction Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Consultant shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Consultant shall comply, pursuant to Agency Construction Manager instructions. If Consultant is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit

Consultant's written protests to the General Manager, together with a copy of Agency Construction 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 Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
  - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Mediator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: Agency may join Consultant in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Consultant.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: 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 Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Consultant shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Consultant.

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

When transferring data in electronic media format, Consultant makes no representation

as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project or the Work.

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

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

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

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and

Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
  2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
  3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
15. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

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

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency



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

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

Agency: Warren T. Green  
Manager of Contracts and Procurement  
Inland Empire Utilities Agency, a Municipal Water District  
P.O. Box 9020  
Chino Hills, California 91709

Consultant: Power Systems Services, Inc.  
Attn: Mr. Robert B. Young  
Principal  
13409 Benson Avenue  
Chino, CA 91710

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Consultant as to those matters contained herein. No prior oral or written understanding

shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Consultant.

20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant. In the event of such termination, Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Consultant.

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

**INLAND EMPIRE UTILITIES AGENCY:**  
**(a Municipal Water District)**

**POWER SYSTEMS SERVICES, INC.:**

\_\_\_\_\_  
Halla H. Razak  
General Manager

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

\_\_\_\_\_  
Robert B. Young  
Principal

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

[ Balance Of This Page Intentionally Left Blank ]

# **Attachment 1**

# POWER SYSTEMS SERVICES, INC.

13409 Benson Avenue  
Chino, CA 91710  
C-10 License # 710017

E-Mail: ryoung@powerss.org

Office: (909) 590-2197

FAX: (909) 590-3325

Cell Phone: (951) 453-1634

---

March 14, 2018

Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Attn: Mr. Kevin Asprer  
Associate Engineer

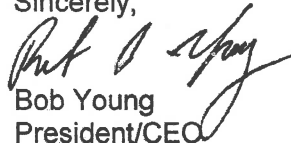
RE: Letter of Acknowledgement for the IEUA Request for Participation in a Master Service Contract

Dear Kevin,

Power Systems Services is pleased to acknowledge receipt of the written request from the Inland Empire Utilities Agency for participation in a Master Service Contract for the electrical maintenance, testing, and repair of the low and medium voltage distribution equipment at the various locations throughout the Inland Empire.

If you have any questions regarding this letter or if we may be of further assistance to you, please call me at the office at (909) 590-2197 or on my cell phone at (951) 453-1634. We look forward to this opportunity to be of service and to a sustained professional relationship.

Sincerely,



Bob Young  
President/CEO  
Power Systems Services

# **Attachment 2**

# Attachment 2

## SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description:

### I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with Agency Project No. XXXXXXXX .

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

### II. TASK ORDER AGREEMENTS

1. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
2. Period of Performance: XXXXXX through XXXXXX. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule.
3. Compensation: Authorized total payments to Consultant for performance of this time-and-materials Task Order shall sum to a total not-to-exceed price of \$ XXXXXXXX. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX  
Address: 6075 Kimball Ave, Bldg. X  
Chino, California 91708  
  
Telephone: (909) 993-XXXX  
Facsimile: (909) XXXXXXXX  
Email: XXXXXXXX@ieua.org

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXX  
Project Manager: XXXXXXXXXXXXXXXX  
Address: XXXXXXXXXXXXXXXX

Telephone: XXXXXXXXXXXXXXXXXXXX  
Facsimile: XXXXXXXXXXXXXXXXXXXX  
Email: XXXXXXXXXXXXXXXXXXXX

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

III. SIGNATURES

Inland Empire Utilities Agency: XXXXXXXXXXXXXXXXXXXX:  
\_\_\_\_\_

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

[ Balance Of This Page Intentionally Left Blank ]

**ACTION  
ITEM  
1D**



**Date:** April 11, 2018

HR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

04/04/18

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

**Subject:** Electrical Engineering Master Services Contract Award

---

**Executive Summary:**

IEUA's five treatment plants are required to conduct arc flash studies every five years to keep facilities safe. Power Engineering Services (PES) has done extensive work and completed studies on all IEUA facilities for the past nine years such as short circuit, relay coordination, and arc flash studies. PES is familiar with IEUA's electrical power systems and currently maintains IEUA's extensive electrical transient and analysis program arc flash files.

Most recently, PES completed the arc flash study update for Regional Water Recycling Plant No. 1 (RP-1) and Carbon Canyon Water Recycling Facility (CCWRF), and staff found their work to be exceptional. PES had the ability to be flexible and coordinate the work with IEUA field staff to minimize interruptions.

Due to the re-occurring nature of this work and PES performance and familiarity, staff recommends awarding a five-year master service contract, with the option of three one-year extensions, to PES for a not-to-exceed amount of \$202,000.

---

**Staff's Recommendation:**

1. Approve a five-year electrical engineering master service contract to Power Engineering Services for a not-to-exceed amount of \$202,000; and
2. Authorize the General Manager to execute the master service contract subject to non-substantive changes.

---

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

**Account/Project Name:**

Various current and future projects.

**Fiscal Impact** *(explain if not budgeted):*

There is no direct impact on IEUA's fiscal year budget as a result of this action. This contract is for work which will be required on various project and at various times throughout the next five years. The funding for this work is included in each individual project budget that requires electrical engineering services.

Full account coding (internal AP purposes only):

- - -  
- - -

Project No.: Various Projects

---

**Prior Board Action:**

None.

---

**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 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

---

**Business Goal:**

The Electrical Engineering Master Services Contract Award is consistent with the IEUA's Business Goal of Business Practices, specifically the Efficiency and Effectiveness objective that IEUA will 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 - Contract



**MASTER SERVICES CONTRACT NUMBER: 4600002499**  
**FOR PROVISION OF**  
**ELECTRICAL ENGINEERING SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 interchangeably as "IEUA" and "Agency") and Power Engineering Services, Inc. with offices located in Brea, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Consultant to provide electrical engineering services on an "as-needed" Task Order assignment basis;

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

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
  - A. Change Orders to Task Order releases under this Master Services Contract.
  - B. Amendments to Task Order releases under this Master Services Contract.
  - C. Task Order releases under this Master Services Contract.
  - D. Amendments to this Master Services Contract.
  - E. Master Services Contract Number 4600002499, General Terms and Conditions.
  - F. Consultant's acknowledgement of Agency's written request for participation, incorporated herein and made a part hereof as **Attachment 1**.

2. SCOPE OF WORK AND SERVICES: Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to interchangeably as the "Scope" or "Work") as set for in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract, or as directed by the Construction Manager for completion of emergency projects, prior to Task Order completion.

A. Ordering Provisions and Understandings:

1. Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be as negotiated between the Consultant and Agency's cognizant Project Manager.
2. Task Order Price: The price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in the Contract which is attached hereto, referenced herein, and made a part hereof as **Attachment 2.**
4. Task Order Protocol: As the need for electrical engineering services arises, a Request for Proposal (RFP) or similar solicitation shall be forwarded to the Consultant for the purpose of obtaining a bid/proposal. A mandatory job walk may be held as part of any solicitation. If the Consultant desires to propose for the work, the Consultant shall respond, within the requested number of working days from receipt of Agency's solicitation, not to be less than five (5) working days, with submittal of a price and or technical proposal (if applicable), to perform the requested service(s). This proposal shall be reviewed and, if selected by the Agency, negotiated as required to develop mutually-agreed-upon Task Order content and price. Each Task Order shall designate a specific Scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the work. Upon agreement and execution by both parties, the Task Order shall be released and the Consultant may begin performance of the work provided for under the executed Task Order. .

If changes in Scope are needed during the course of the work, an Amendment shall be negotiated.

3. TERM: The term of this Contract shall extend from the date of the full contract execution and terminate on June 30, 2023, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term.

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

5. INVOICING, PAYMENT DISCOUNT & PAYMENT: Consultant's invoices shall be submitted within 90 days of completion of work and based on the Consultant's firm-fixed price bid for each specified Task Order.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Invoicing shall be submitted electronically to [apgroup@ieua.org](mailto:apgroup@ieua.org). Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant's firm-fixed price bid for each fully-executed Task Order. As compensation for the Work performed under this Contract, Agency shall pay Consultant a **NOT-TO-EXCEED MAXIMUM \$202,000.00** for all services satisfactorily provided during the term of this Contract.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated changes to the established Task Order contents.

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant's personnel:

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. Confined Space Work:

1. Precautions and Programs:

a. The Consultant shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subConsultants, suppliers, and others at the work site.

b. The Consultants and subConsultants shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant and all subConsultants shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Consultant shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

1) All employees on the work or work site and other persons and organizations who may be affected thereby;

2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and

3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Consultant must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the IEUA Safety Department.

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

A. Minimum Scope of Insurance: 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 \$1,000,000 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 Consultant 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.
4. 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.
5. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers;

or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

- a. 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 Consultant 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 Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both 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 Consultant'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 Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant 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-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall furnish 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 Consultant'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: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District  
Attn: Angela Witte, Risk Specialist, email [awitte@ieua.org](mailto:awitte@ieua.org)  
P.O. Box 9020  
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

C. Observing Laws and Ordinances: Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks

performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, 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 Consultant or its employees.

- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant-Funded Projects: Consultant shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.
- Consultant and IEUA staff shall establish for each Task Order issued if work is grant-funded.
- F. No Guarantee of Work: Consultant understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Consultant: Consultant shall indemnify the IEUA, 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 Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.

Indemnification, Design Professional: Consultant's Design Professional 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 (Consultant) 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 IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Consultant).

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of 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.
- J. Equal Opportunity: During the performance of this Contract, Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives either oral or written direction from IEUA personnel which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's cognizant Project Manager and obtain written direction. The Consultant shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted Scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon Scope, Consultant must immediately notify Agency's Project Manager that the directed work appears to be outside the Scope. Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.
- L. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Construction Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that

cannot be resolved between the Construction Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Consultant shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Consultant shall comply, pursuant to Agency Construction Manager instructions. If Consultant is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Consultant's written protests to the General Manager, together with a copy of Agency Construction 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 Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
  - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Mediator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

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

11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: 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 Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Consultant shall deliver same to Agency whenever requested to do so by the Construction Manager and/or Agency. Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to Consultant.

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

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

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

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

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

expenses, including attorneys' fees, in any action or proceeding arising under the CPRA.

13. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

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

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

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

Agency: Warren T. Green  
Manager of Contracts and Procurement  
Inland Empire Utilities Agency, a Municipal Water District  
P.O. Box 9020  
Chino Hills, California 91709

Consultant: Barbara Effenberger, P.E.  
President  
Power Engineering Services, Inc.  
2703 Saturn Street  
Brea, California 92821

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Consultant.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant.



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

22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
23. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Consultant.

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

**INLAND EMPIRE UTILITIES AGENCY:**  
**(a Municipal Water District)**

**POWER ENGINEERING SERVICES, INC.:**

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)

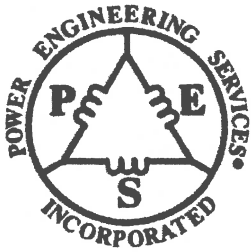
*Barbara Effenberger*  
\_\_\_\_\_  
Barbara Effenberger, P.E.  
President

*03-20-18*  
\_\_\_\_\_  
(Date)

[ Balance Of This Page Intentionally Left Blank ]

# **Attachment 1**

March 12, 2018



Kevin Asprer  
Associate Engineer  
**Inland Empire Utilities Agency**  
6075 Kimball Avenue  
Chino, CA 91708

Subject: Letter of Acknowledgement to IEUA Request for Participation in Master Service Contract

Dear Mr. Asprer,

Power Engineering Services, Inc. (PES) is pleased to acknowledge receipt of the written request from Inland Empire Utility Agency (IEUA) for participation in a Master Service Contract for electrical engineering services to maintain coordination/short circuit/arc flash studies in addition to on-call electrical engineering consulting services.

Please contact our office with any questions you may have. Thank you for the opportunity to be of continued service.

Sincerely,

Barbara Effenberger, P.E.  
*President*

# **Attachment 2**

# Attachment 2

## SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description:

### I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with Agency Project No. XXXXXXXX.

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

### II. TASK ORDER AGREEMENTS

- Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
- Period of Performance: XXXXXXX through XXXXXXX. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule.
- Compensation: Authorized total payments to Consultant for performance of this time-and-materials Task Order shall sum to a total not-to-exceed price of \$ XXXXXXX. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
- Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX  
Address: 6075 Kimball Ave, Bldg. X  
Chino, California 91708  
Telephone: (909) 993-XXXX  
Facsimile: (909) XXXXXXX  
Email: [XXXXXXXX@ieua.org](mailto:XXXXXXXX@ieua.org)

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXX  
Project Manager: XXXXXXXXXXXXXXXX  
Address: XXXXXXXXXXXXXXXX

Telephone: XXXXXXXXXXXXXXXXXXXX  
Facsimile: XXXXXXXXXXXXXXXXXXXX  
Email: XXXXXXXXXXXXXXXXXXXX

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

III. SIGNATURES

Inland Empire Utilities Agency: XXXXXXXXXXXXXXXXXXXX:

\_\_\_\_\_

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

[ Balance Of This Page Intentionally Left Blank ]

Activity ID	Activity Name	Original Duration	Start	Finish	Budgeted Total Cost	Gantt Chart
<b>CP-16003-2 Inland Empire Utilities Agency</b>						
▼ CP-16003-2.1 General Condition						
▼ CP-16003-2.3 Construction						
▼ CP-16003-2.3.1 Building A						
A1010	Roof Demo	5	26-Mar-18	30-Mar-18	\$65,952.00	
A1020	Install OSB/Decks/Deck/Cricket	10	26-Mar-18	06-Apr-18	\$30,074.00	
A1030	Install Drains/miscellaneous	6	30-Mar-18	06-Apr-18	\$5,395.00	
A1040	Install PVC Roofing	10	26-Mar-18	06-Apr-18	\$63,250.00	
A1050	Install General Sheet Metals	10	26-Mar-18	06-Apr-18	\$16,500.00	
A1060	Install Water Line Hose Bibs	2	30-Mar-18	02-Apr-18	\$3,000.00	
A1070	Runs electrical conduits and electrical wires	2	30-Mar-18	02-Apr-18	\$8,000.00	
A1080	Install Solar Tubes	5	03-Apr-18	09-Apr-18	\$8,000.00	
A1100	Details-Walkway/Pipe Support	14	26-Mar-18	12-Apr-18	\$700.00	
A1110	Punchlist/Job walk	5	26-Mar-18	30-Mar-18	\$3,000.00	
▼ CP-16003-2.3.2 Building B						
B1000	Mobilization/Setup	5	04-Apr-18	10-Apr-18	\$21,475.00	

**ACTION  
ITEM  
1E**



**Date:** April 11, 2018

HR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

04/04/18

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

**Subject:** RP-1 Primary Effluent Conveyance Improvements Contract Amendment

---

**Executive Summary:**

Regional Water Recycling Plant No. 1 (RP-1) has had numerous expansions and rehabilitations over the years, resulting in a convoluted and undersized piping network. The purpose of this project is to decommission an obsolete primary effluent pump station to address a flow bottleneck causing operational constraints, reduce odor and vector issues, simplify the associated piping network, and remove other obsolete ancillary equipment in the pump station.

Under the parent project, RP-1 Primary Effluent Conveyance Improvements, No. EN15012, Stantec Consulting Services, Inc., evaluated the effluent conveyance system and provided a technical memorandum (TM) to decommission the pump station. The TM will serve as the preliminary design report for the decommissioning effort to reduce time and resources. The construction of the project will be budgeted in the future, likely during the FY 2019/20 budget process. Due to Stantec's preliminary design efforts and extensive knowledge of RP-1's existing primary effluent conveyance system, staff firmly believes that Stantec is qualified to effectively complete the design of the subject project while maintaining IEUA's project goals. A contract amendment is requested for an amount of \$232,000 to cover the additional engineering design services, increasing Stantec's contract from \$503,201 to \$735,201.

---

**Staff's Recommendation:**

1. Approve a contract amendment for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec Consulting Services, Inc., for the not-to-exceed amount of \$232,000; and
2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes.

---

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

*Account/Project Name:*

EN15012.01/RP-1 Primary Effluent Conveyance Improvements Phase II

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On February 15, 2017, the Board of Directors awarded a consultant engineering services contract for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec for the not-to-exceed amount of \$461,483.

---

**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 1 as defined in Section 15301(b) of the State CEQA Guidelines.

---

**Business Goal:**

The RP-1 Primary Effluent Conveyance Improvements Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

---

**Attachments:**

Attachment 1 - PowerPoint

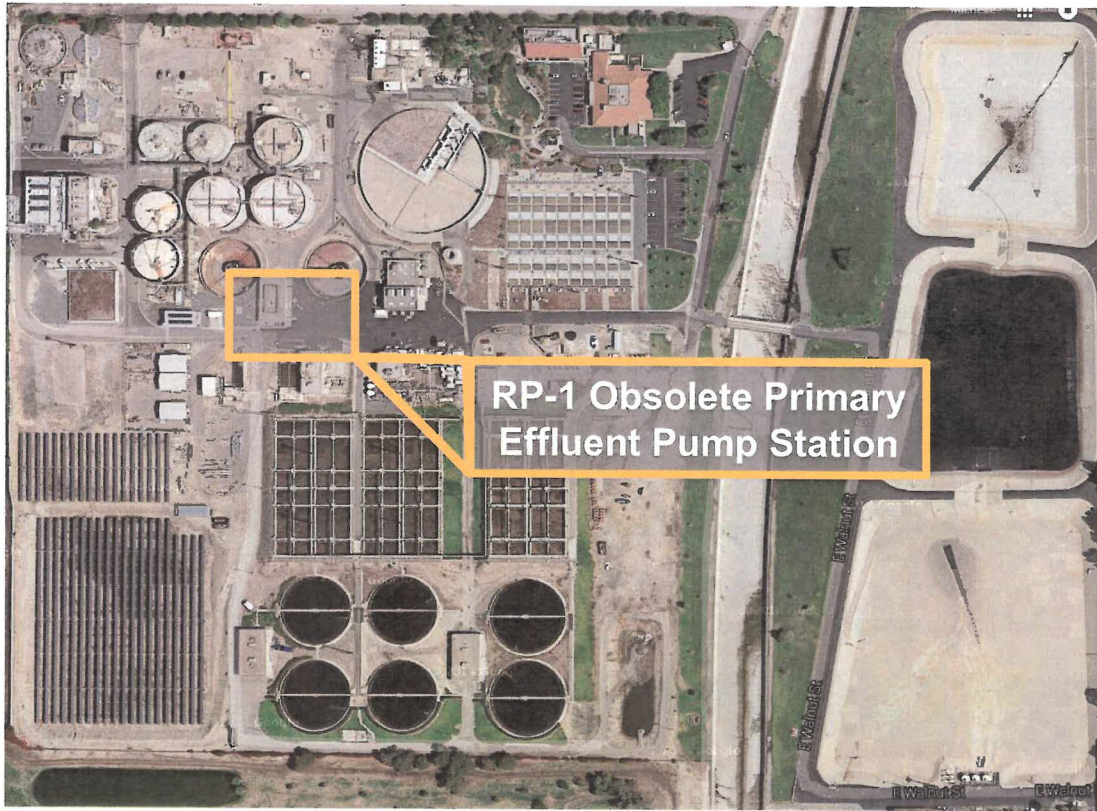
Attachment 2 - Contract Amendment

# Regional Water Recycling Plant No. 1 (RP-1) Primary Effluent Conveyance Improvements Consultant Contract Amendment Project No. EN15012



Travis Sprague  
April 2018

# Project Location



# The Project

- Decommission obsolete pump station
  - Replace 18" primary effluent pipeline with 30" pipeline
  - Reroute existing area drainage connections from pump station
  - Remove obsolete pumps, ancillary piping, and equipment
  - Evaluate primary effluent system deficiencies
  - Investigate pump station wet well
  - Submit technical memorandum for decommissioning of pump station



Buildup in 18" Subnatant Pipeline



Corroded Pipe in Pump Station Wet Well

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$309,319</b>
Design Contract Amendment (this action)	\$232,000
IEUA Design Services	\$77,319
<b>Construction Services</b>	<b>\$221,607</b>
Engineering Services During Construction (5%)	\$116,635
IEUA Construction Services (4.5%)	\$104,972
<b>Construction</b>	<b>\$3,096,177</b>
Construction Contract (engineer estimate)	\$2,814,707
Contingency (10%)	\$281,471
<b>Total Project Cost</b>	<b>\$3,627,102</b>

Project Milestone	Date
Design Completion	Nov 2018
Construction Contract Award	July 2019
Construction Completion	Jan 2020

# Recommendation

- Approve a contract amendment for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Stantec Consulting Services, Inc., for the not-to-exceed amount of \$232,000; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The RP-1 Primary Effluent Conveyance Improvements Project is consistent with *IEUA's Business Goal of Wastewater Management*, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



**CONTRACT AMENDMENT NUMBER: 4600002268-003**  
**FOR**  
**CONSULTING ENGINEERING SERVICES**  
**FOR THE**  
**RP-1 PRIMARY EFFLUENT CONVEYANCE IMPROVEMENTS,**  
**PROJECT Nos. EN15012 AND EN15012.01**

THIS CONTRACT AMENDMENT THREE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 interchangeably as "IEUA" and "Agency") and Stantec Consulting Services Inc. with offices located in Irvine, California and Denver, Colorado (hereinafter referred to as "Consultant"), for design and construction services for the RP-1 Primary Effluent Conveyance Improvements Project Numbers EN15012 and EN15012.01, and shall revise the Contract as amended:

**SECTION 4., SCOPE OF WORK AND SERVICES, IS REVISED TO ADD:** Additional consultant services and responsibilities on behalf of IEUA in support of Child Project EN15012.01 shall include and be in accordance with tasks identified in Agency's Request for Proposal dated December 7, 2017, which is attached hereto, incorporated herein, and made a part hereof by this reference as **Attachment 4**, and proposed by Consultant on February 14, 2018, which is attached hereto, incorporated herein, and made a part hereof by this reference as **Attachment 5**.

**SECTION 6., COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH:** As compensation for the additional work performed under this Amendment, IEUA shall pay Consultant, as attached hereto and made a part hereof, up to the **not-to-exceed maximum of \$735,201.00**. (This includes the additional sum of \$232,000.00 in accordance with **Attachment 5**.)

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

Witnesseth, that the parties hereto have mutually covenanted and agreed as per the above Amendment items, and in doing so have caused this document to become incorporated into the Contract documents.

INLAND EMPIRE UTILITIES AGENCY:  
(A Municipal Water District)

STANTEC CONSULTING SERVICES INC.:

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)

\_\_\_\_\_  
*Robert Reid*  
Robert Reid  
Senior Associate

\_\_\_\_\_  
3/20/18  
(Date)



# **Attachment 4**

**From:** Travis Sprague

**Sent:** Thursday, December 07, 2017 6:51 AM

**To:** 'Dunn, Jeff' <jeff.dunn@stantec.com>

**Cc:** John Scherck <jscherck@ieua.org>; Yu, Ruoren <Ruoren.Yu@stantec.com>; Sarah Recinto <srcinto@ieua.org>

**Subject:** RE: EN15012 - RP-1 Primary Effluent Conveyance - Construction Packaging

Hello Jeff,

Here is a summary of the work that should be extracted from the current scope and repackaged:

1. Cross connection pipeline, valve, and vault between System A/B and System C.
  - a. To be completed along current scope of work, but as a separate package.
  - b. Complete drawings set, specifications, and project estimate.
  - c. To be a separate design-bid-build package.
2. Grading, catch basin, associated piping, and paving
  - a. No additional effort made towards the plans or specs.
  - b. Provide estimate for work.
  - c. Make a PDF set of what has been developed to date for the specs, plans, and estimate.
  - d. Provide CAD drawings of what has been developed to date for the plans.
  - e. Provide Word documents of what has been developed to date for the specs.
3. Technical Memorandum Phase No.2; Phase 1
  - a. To begin after completion of initial scope of work and Item No.1.
  - b. Complete drawings set, specifications, and project estimate.
  - c. To be a separate design-bid-build package

Please let me know if there are any details lacking from the breakdown above. If an amendment is needed to complete Item No. 1 and 2, it will most likely be separate from the amendment to complete Item No.3. Let me know your thoughts.

Thank you,  
Travis

**From:** Dunn, Jeff [<mailto:jeff.dunn@stantec.com>]

**Sent:** Wednesday, December 6, 2017 7:51 AM

**To:** Travis Sprague <[tsprague@ieua.org](mailto:tsprague@ieua.org)>

**Cc:** John Scherck <[jscherck@ieua.org](mailto:jscherck@ieua.org)>; Yu, Ruoren <[Ruoren.Yu@stantec.com](mailto:Ruoren.Yu@stantec.com)>; Sarah Recinto <[srcinto@ieua.org](mailto:srcinto@ieua.org)>

**Subject:** RE: EN15012 - RP-1 Primary Effluent Conveyance - Construction Packaging

Thanks Travis.

**From:** Travis Sprague [<mailto:tsprague@ieua.org>]

**Sent:** Wednesday, December 06, 2017 7:05 AM

**To:** Dunn, Jeff <[jeff.dunn@stantec.com](mailto:jeff.dunn@stantec.com)>

**Cc:** John Scherck <[jscherck@ieua.org](mailto:jscherck@ieua.org)>; Yu, Ruoren <[Ruoren.Yu@stantec.com](mailto:Ruoren.Yu@stantec.com)>; Sarah Recinto <[srcinto@ieua.org](mailto:srcinto@ieua.org)>

**Subject:** RE: EN15012 - RP-1 Primary Effluent Conveyance - Construction Packaging

Hello Jeff,

I'll get you something by late this afternoon.

Thanks,  
Travis

**Travis Sprague**  
Senior Associate Engineer



"Water Smart - Thinking in Terms of Tomorrow"  
6075 Kimball Ave / Chino, California 91708  
Tel: 909-993-1942 / Fax:  
EMail: [tsprague@ieua.org](mailto:tsprague@ieua.org) Website: [www.ieua.org](http://www.ieua.org)

Connect with us



**From:** Dunn, Jeff [<mailto:jeff.dunn@stantec.com>]  
**Sent:** Tuesday, December 5, 2017 5:12 PM  
**To:** Travis Sprague <[tsprague@ieua.org](mailto:tsprague@ieua.org)>  
**Cc:** John Scherck <[jscherck@ieua.org](mailto:jscherck@ieua.org)>; Yu, Ruoren <[Ruoren.Yu@stantec.com](mailto:Ruoren.Yu@stantec.com)>; Sarah Recinto <[srecinto@ieua.org](mailto:srecinto@ieua.org)>  
**Subject:** EN15012 - RP-1 Primary Effluent Conveyance - Construction Packaging

Travis,  
Just wanted to follow up with you to see about status on getting direction on the changes to the construction package for this project. In order for us to stay on schedule we'll need to get direction from you by tomorrow, if that's possible.

Thanks, and feel free to give me a call if you have any questions.

**Jeff Dunn, PE**  
Senior Project Manager  
Stantec  
38 Technology Drive Suite 100, Irvine CA 92618-5312  
Phone: (949) 923-6974  
Cell: (949) 521-3110  
Fax: (949) 923-6121  
[jeff.dunn@stantec.com](mailto:jeff.dunn@stantec.com)



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

Please consider the environment before printing this email.

# **Attachment 5**



## Stantec Consulting Services Inc.

38 Technology Drive, Irvine CA 92618-5312

February 14, 2018

File: 224581051

Reference:

Proposal for RP-1 Plant 2 Primary Effluent  
Conveyance Improvements EN15012.01

Attention: John Scherck, PE  
Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino, CA 91708

Dear John,

As requested, Stantec is providing you with this proposal for engineering design services to prepare construction drawings and specifications for the Plant 2 Primary Effluent Conveyance Improvements. The improvements are as described in our *Technical Memorandum #2 (TM #2) - Decommissioning of Plant 2 Pump Station & Conveyance Improvements*, completed in November 2017.

TM #2 focused on the first phase of work required to decommission Plant 2 Pump Station and to improve the associated conveyance system. The objectives of decommissioning the pump station are to allow for a more efficient flow pattern by gravity, to eliminate the need for the splitter boxes, and to reduce odor and vector issues. Additionally, the flows from the three DAF thickener overflow boxes will be re-routed and connected directly to the Plant 2 Effluent Line.

The recommended improvements that will be included for Plant 2 Primary Effluent Conveyance Improvements are:

- Replace existing 18-inch TSO pipeline with a 30-inch TSO pipeline from the DAFT #3 effluent valve vault to the existing 30-inch butterfly valve west of the 42-inch Plant 2 effluent line.
- Demolish the existing splitter box structure and equipment adjacent to the Plant 2 Pump Station.
- Demolish ancillary piping around the Plant 2 Pump Station wet well, including 24-inch pipe from the rectangular splitter box, 18-inch TSO pipe from DAFT #3 effluent valve vault, 12-inch TSO pipe from DAFT #1 & #2 effluent valve vault, and the portion of 30-inch Recirculation Feeder pipe in the meter vault east of the wet well.
- Reroute 8-inch miscellaneous drain line from the Plant 2 Pump Station wet well to the new 30-inch TSO pipeline.
- Dewater and clean the Plant 2 Pump Station wet well, and fill all pipe openings on side walls of the wet well.
- Remove above-grade features of the Pump Station wet well, including the cylinder valve, valve support beam, and dividing walls around the deck opening. Cover the deck opening with concrete deck with an access manhole.

## Scope

### 1. Design Field Survey

Our existing aerial survey for the RP-1 Plant 3 improvements project includes this area; however, many above ground features and site constraints will need to be field verified by our surveyors. Our survey crew

will accurately provide ground elevations, and horizontal and vertical locations of the necessary above ground features.

## **2. Base Map Preparation**

We will update our current base map to include all of the facilities to be replaced or modified accurately on the plans. The latest field survey information and as well as any additional as-built information will be incorporated into the plans to represent the existing site conditions.

## **3. Potholing**

Potholing to locate and verify the horizontal and vertical existing underground infrastructure will be performed by our subconsultant. We will pothole all crossing utilities indicated in utility records to be within approximately three feet of the proposed facility's exterior wall, and all parallel utilities to be within the trench excavation. Potholes will not be performed at locations where utilities can be accurately determined without excavation or where minor service connections can be more cost effectively relocated at the time of construction. Our surveyors will coordinate the activities to verify horizontal locations of found utilities. We anticipate performing up to 30 potholes for this project.

## **4. Prepare 50% Design Bid Package**

Stantec will perform the following services to complete the project to a 50-percent design level:

### **4.1 50-Percent Design Workshop**

We will provide a 50 percent design workshop prior to submitting the 50-percent design review package. This workshop will be used to discuss the following:

- Presentation preliminary draft of the 3D model design to the facility operations staff and design team.
- Requirements to be included in the 50 percent design review package.
- Operational constraints and sequencing requirements during construction
- Any other difficult design concerns, construction aspects, or decisions to be made that may have developed as the 50-percent design is being prepared.

#### 4.2 3D Modeling Design Services

We will perform the 3D modeling design services that will meet the following requirements:

Create 3D models and/or parametric 2D drawings, plans and elevations, for the existing infrastructure and improvements. Models will be properly rendered and/or animated to simulate the actual environment and will be developed using AutoCAD 3D.

#### 4.3 50-Percent Construction Drawings

We will prepare full size double plan and profile drawing sheets at the horizontal scale of 1" = 40'. The 50-percent plans will include all utility information from the Agency, utility company records and field information. The plan will include existing aboveground features, pavement limits, and curbs. The location, horizontal and vertical, of all facilities, existing and those to be constructed, will be called out by dimensions. This includes small underground pipeline and electrical conduits within the project area.

#### 4.4 50-Percent Design Review Package

The 50-percent design plans and specifications are assumed to consist of the following:

- 50-percent design drawings to include demolition drawings and details; detailed equipment schedule for valves and gates; conveyance piping plan and profile; and structural plans and elevations
- 50-percent technical specifications
- Calculations – Include all calculations (hydraulic, structural, alignment, and control) on pipes, flow control equipment and metering, jacked casing, etc.
- Catalog cut sheets for equipment to be used in the project
- Pothole results
- Design conditions discussion of expected difficulties

### 5. Prepare 85% Design Bid Package

#### 5.1 85-Percent Construction Drawings and Specifications

Plans will be completed, which reflects all past Agency comments from previous submittals and workshops. It is estimated that the project will

require approximately 15 drawings. The following is a preliminary list of drawings anticipated for this project.

Sheet	No.	Description
G-1	1	Title Sheet, Location Map, Vicinity Map & Index
G-2	2	General Notes
G-3	3	General Abbreviations
G-4	4	Hydraulic Profile
C-1	5	Existing Site Plan
C-2	6	Demolition Plan
C-3	7	Demolition Plan and Details
C-4	8	30-inch TSO Pipeline and Profile
C-5	9	12-inch TSO and 8-inch Drain Line Plan and Profile
C-6	10	Civil Details
C-7	11	Civil Details
C-8	12	Trench/Bedding & Pipe Support Details
S-1	13	Structural Notes
S-2	14	Structural Plan and Details
S-3	15	Structural Plan and Details

We will prepare the specifications for the 85% design submittal. We will review the Agency's Standard Specification boilerplate and will provide written comments on its adequacy for this project if applicable. Any changes to be made to these standard specifications will be specifically noted to the Agency.

### 5.2 85-Percent Design Review Package

The 85-percent design plans and specifications are assumed to consist of the following:

- 85-percent design drawings to include demolition drawings and details; detailed equipment schedule for valves and gates; conveyance piping plan and profile; and structural plans and elevations
- 85-percent technical specifications
- Calculations – Include all calculations (hydraulic, structural, alignment, and control) on pipes, flow control equipment and metering, jacked casing, etc.
- Catalog cut sheets for equipment to be used in the project
- Pothe results
- Design conditions discussion of expected difficulties



## **6. Prepare 100% and Final Design Bid Package**

### **6.1 100-Percent Construction Drawings and Specifications**

Plans will be completed, which reflects all past Agency comments from previous submittals and workshops.

We will prepare the specifications for the 100-percent design submittal. We will review the Agency's Standard Specification boilerplate and will provide written comments on its adequacy for this project if applicable. Any changes to be made to these standard specifications will be specifically noted to the Agency.

### **6.2 100% Design Review Meeting**

We will attend a review meeting with the Agency staff to review the 100-percent design and requirements for preparation of the final design package. Upon resolution of Agency comments, three draft copies of the final plans and specifications will be provided to the Agency for final review.

### **6.3 Final Design Drawings and Specifications**

The final design will be a complete set of checked plans and specifications. Plans and specifications will be fully reviewed, quality controls processed completed and be ready to be advertised for construction bids. They will reflect all past Agency and Regional Committee input and include the contractual language and designs required to implement the controlling agency permit requirements during construction.

### **6.4 Final Design Package**

Upon acceptance of the plans and specifications, we will submit to the Agency the following:

- One set of master specifications on both 8 1/2-inch by 11-inch paper unbound and in digital form.
- The original tracings of plans on Mylar and digital forms. It is assumed that the title sheet, or cover sheet, will be Mylar. The remaining sheets may be bond paper.
- A complete set of project calculations bound for permanent storage.
- Final Engineer's Estimate of Probable Construction Cost.

February 14, 2018

Reference: Proposal for RP-1 Plant 2 Primary  
Effluent Conveyance Improvements EN15012.01

## 7. Project Management, Coordination, and Meetings

We will attend a kickoff meeting to receive the Agency's requirements and any updated goals for the project. The kickoff meeting will allow the Agency to comment on our proposed work plan, schedule, data collection, and communications.

In addition to the project kickoff meeting, we anticipate other progress meetings throughout the duration of the project to discuss design issues and recommendations. These meetings may be held in person or via conference call. We anticipate up to six (6) meetings.

Project management and coordination time will be required for this project which will also include the necessary QA/QC time, coordination with team members, status updates, and miscellaneous project management.

## Budget

To perform the above scope of services, Stantec respectfully requests a budget of \$232,000. We have a breakdown of the proposed labor hours and costs for each task described above.

## Schedule

We have prepared a preliminary design schedule to complete the RP-1 Plant 2 Primary Effluent Conveyance Improvements. Our schedule assumes two-week review periods for each submittal, and that the project start will occur after Board approval of the proposed contract.

Best regards,



---

**Jeff Dunn, PE**  
Senior Project Manager

Phone: (949) 923-6974  
Fax: (949) 923-6121  
jeff.dunn@stantec.com



---

**Robert Reid, PE**  
Senior Associate

Phone: (949) 923-6037  
Fax: (949) 923-6121  
Robert.reid@stantec.com

Page 7 of 7

February 14, 2018

Reference: Proposal for RP-1 Plant 2 Primary  
Effluent Conveyance Improvements EN15012.01

Attachment: Labor Hours and Costs Breakdown  
Preliminary Project Schedule

dj v:\projects\2042518701\0\_framework\6\_change\_orders\let\_prop\_plant2\_improvements\_en15012.01.docx

**Inland Empire Utilities Agency  
RP-1 Plant 2 Primary Effluent Conveyance Improvements EN15012.01**



**Proposed Labor Hours and Budget**

	LABOR HOURS								TOTAL STANTEC LABOR FEES	Orie2	Pothing Subconsultant	Other Direct Costs	TOTAL FEES
	Robert Reid, PE, CPA Principal-in-Charge/QA/QC	Jeff Dunn, PE Project Manager	Civil / Mechanical Project Engineer	Civil / Mechanical Designer / CAD	Survey Coordinator	Survey Analyst	Two Person Crew	TOTAL STANTEC LABOR HOURS					
1 Design Field Survey		2	4		4	8	24	42	\$ 9,470				\$ 9,470
2 Base Map Preparation		2	16	24				42	\$ 6,186				\$ 6,186
3 Pothing		2	4	6	2	4	12	30	\$ 6,082		\$50,000		\$ 56,082
4 Prepare 50% Design Bid Package	6	44	126	172	0	0	0	348	\$ 54,270	\$4,000	\$0	\$1,500	\$ 59,770
4.1 50% Design Workshop		4	8	6				18	\$ 2,958				\$ 2,958
4.2 3D Modeling Services		4	20	64				88	\$ 12,660				\$ 12,660
4.3 50% Construction Drawings	0	28	90	98				216	\$ 33,570	\$4,000			\$ 37,570
4.4 50% Design Review Package	6	8	8	4				26	\$ 5,082			\$1,500	\$ 6,582
5 Prepare 85% Design Bid Package	12	42	99	71	0	0	0	224	\$ 37,467	\$6,000	\$0	\$1,600	\$ 45,067
5.1 85% Construction Drawings and Specs	0	34	91	67				192	\$ 30,891	\$6,000			\$ 36,891
5.2 85% Design Review Package	12	8	8	4				32	\$ 6,576			\$1,600	\$ 8,176
6 Prepare 100% and Final Design Bid Package	18	40	96	64	0	0	0	218	\$ 37,098	\$6,000	\$0	\$1,833	\$ 44,931
6.1 100% Construction Drawings and Specs	0	20	58	36				114	\$ 18,408	\$6,000			\$ 24,408
6.2 100% Design Review Meeting		4	6					10	\$ 1,836				\$ 1,836
6.3 Final Design Drawings and Specs	12	8	24	24				68	\$ 11,772				\$ 11,772
6.4 Final Design Package	6	8	8	4				26	\$ 5,082			\$1,833	\$ 6,915
7 Project Management, Coordination, Meetings		30	24					54	\$ 10,494				\$ 10,494
<b>Total Hours</b>	<b>36</b>	<b>162</b>	<b>369</b>	<b>337</b>	<b>6</b>	<b>12</b>	<b>36</b>	<b>958</b>					
<b>Total Fees</b>	<b>\$8,964</b>	<b>\$36,450</b>	<b>\$57,564</b>	<b>\$45,495</b>	<b>\$1,230</b>	<b>\$2,184</b>	<b>\$9,180</b>		<b>\$ 161,067</b>	<b>\$16,000</b>	<b>\$50,000</b>	<b>\$4,933</b>	<b>\$ 232,000</b>



**ACTION  
ITEM  
1F**

---

**Date:** April 11, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR

04/04/18

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

**Subject:** Request to Withdraw IEUA-SBVMWD Application for Reorganization

---

**Executive Summary:**

On July 19, 2017, San Bernardino Local Agency Formation Commission (LAFCO) completed their Countywide Service Review for the water service sector. LAFCO identified in the review, a boundary discrepancy for 18 single family homes on 4.81 acres on the south side of the City of Fontana, between the boundaries of IEUA and San Bernardino Valley Municipal Water District (SBVMWD).

LAFCO recommended that a joint application be filed by IEUA and SBVMWD where each agency adopt respective resolutions requesting LAFCO to initiate the detachment of the area from IEUA and annexation into SBVMWD. IEUA and SBVMWD both adopted resolutions in December and November 2017, respectively, to initiate the LAFCO process.

In March 2018, LAFCO advised IEUA and SBVMWD that while processing the application, it was found that the San Bernardino County Assessors had made an error in the property tax assessment. Therefore, LAFCO recommended that both IEUA and SBVMWD submit letters to request the withdrawal of the joint application.

---

**Staff's Recommendation:**

It is recommended that the Board of Directors authorize the General Manager to sign the letter to withdraw the sphere adjustment and reorganization application.

---

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

*Account/Project Name:*

**Fiscal Impact** *(explain if not budgeted):*

The Agency will be reimbursed the portion of the application fees that were submitted to LAFCO, as the application is being jointly filed with SBVMWD. The total filing fees of \$7,592.97 will be reimbursed to the Planning & Water Resources GG fund account.

Full account coding (internal AP purposes only):

- - -  
- - -

Project No.:

---

**Prior Board Action:**

On December 12, 2017 the Board of Directors adopted Resolution 2017-12-2 to request LAFCO to initiate the detachment of the 4.81 acres from IEUA and annex into SBVMWD.

---

**Environmental Determination:**

Not Applicable

---

**Business Goal:**

The withdrawal letter for the joint IEUA-SBVMWD reorganization application is consistent with the Agency's Business Goal of Business Practices specifically the Efficiency and Effectiveness objective that IEUA will 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 - Withdrawal letter for IEUA-Valley District Reorganization Application



April 11, 2018

Ms. Kathleen Rollings-McDonald  
**Local Agency Formation Commission (LAFCO)**  
**for San Bernardino County**  
1170 W. 3<sup>rd</sup> Street, Unit 150  
San Bernardino, CA 92415

Subject: Withdrawal of Application for LAFCO 3223 and LAFCO 3224

Dear Ms. Rollings-McDonald,

This letter serves to formally request the withdrawal of the joint application for the sphere of influence and reorganization for the 18 single-family homes on the 4.81 acres on the south side of the City of Fontana between the boundaries of IEUA and San Bernardino Valley Municipal Water District (SBVMWD).

IEUA understands that during LAFCO's review of the joint application that the property tax for the single-family homes was incorrectly assessed by the San Bernardino County Assessors Office (Assessor). As this is not considered a boundary issue, IEUA and SBVMWD have agreed to withdraw the joint application and allow the Assessor to correct the property tax assessment.

If you require any further information to process the withdrawal of the joint application, please contact me at (909) 993-1600.

Sincerely,

---

Halla Razak  
General Manager

Copy: Chris Berch, IEUA  
Christina Valencia, IEUA  
Kathy Besser, IEUA  
Sylvie Lee, IEUA

**ACTION  
ITEM  
1G**

---

**Date:** April 11, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

04/04/18

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

**Subject:** Santa Ana River Conservation & Conjunctive Use Program

---

**Executive Summary:**

Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) is the result of a collaboration between the Santa Ana Watershed Project Authority (SAWPA) member agencies to identify water supply reliability and water use efficiency projects that benefit the entire watershed. SARCCUP includes new and existing infrastructures to create a conjunctive use water bank with a capacity of 180,000 acre-feet of groundwater storage in the Chino Basin, Elsinore Basin, Orange County Basin, San Bernardino Area Basins, and San Jacinto Basin. The five SAWPA agencies began collaboration in 2014, and executed a Memorandum of Understanding (MOU) in 2016. The program elements were finalized in December 2017. The components within the Chino Basin are for storage (put water into the bank) and performance (take water out of the bank) of 50,000 acre-feet; total project cost of \$16.5M, with a 50/50 split between grant and IEUA funds. The IEUA budgeted funding source is property taxes within the water fund. IEUA has been working collaboratively with its member agencies and has received proposals for participation from Chino, Fontana Water Company, Cucamonga Valley Water District and Monte Vista Water District. A final MOU with member agencies is expected to be brought to the Board of Directors for action in June 2018.

---

**Staff's Recommendation:**

Authorize the General Manager to enter into negotiations with IEUA member agencies for SARCCUP performance within the Chino Basin and develop the Memorandum of Understanding.

---

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

*Account/Project Name:*

Budget for the local cost share is from Project No. WR16024 WW (Water Resources Fund), SARCCUP.

*Fiscal Impact (explain if not budgeted):*

None

**Prior Board Action:**

On June 15, 2016, the IEUA Board of Directors approved the SARCCUP MOU, the PA23 governance agreement with SAWPA, and the cost share agreement for CEQA.

---

**Environmental Determination:**

**Statutory Exemption**

The development of the Memorandum of Understanding qualifies for Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project is implemented, it will be subject to environmental evaluation.

---

**Business Goal:**

The SARCCUP implementation within the Chino Basin is consistent with the Agency's Business Goal of increasing Water Reliability by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

---

**Attachments:**

None

---

**INFORMATION**

**ITEM**

**2A**

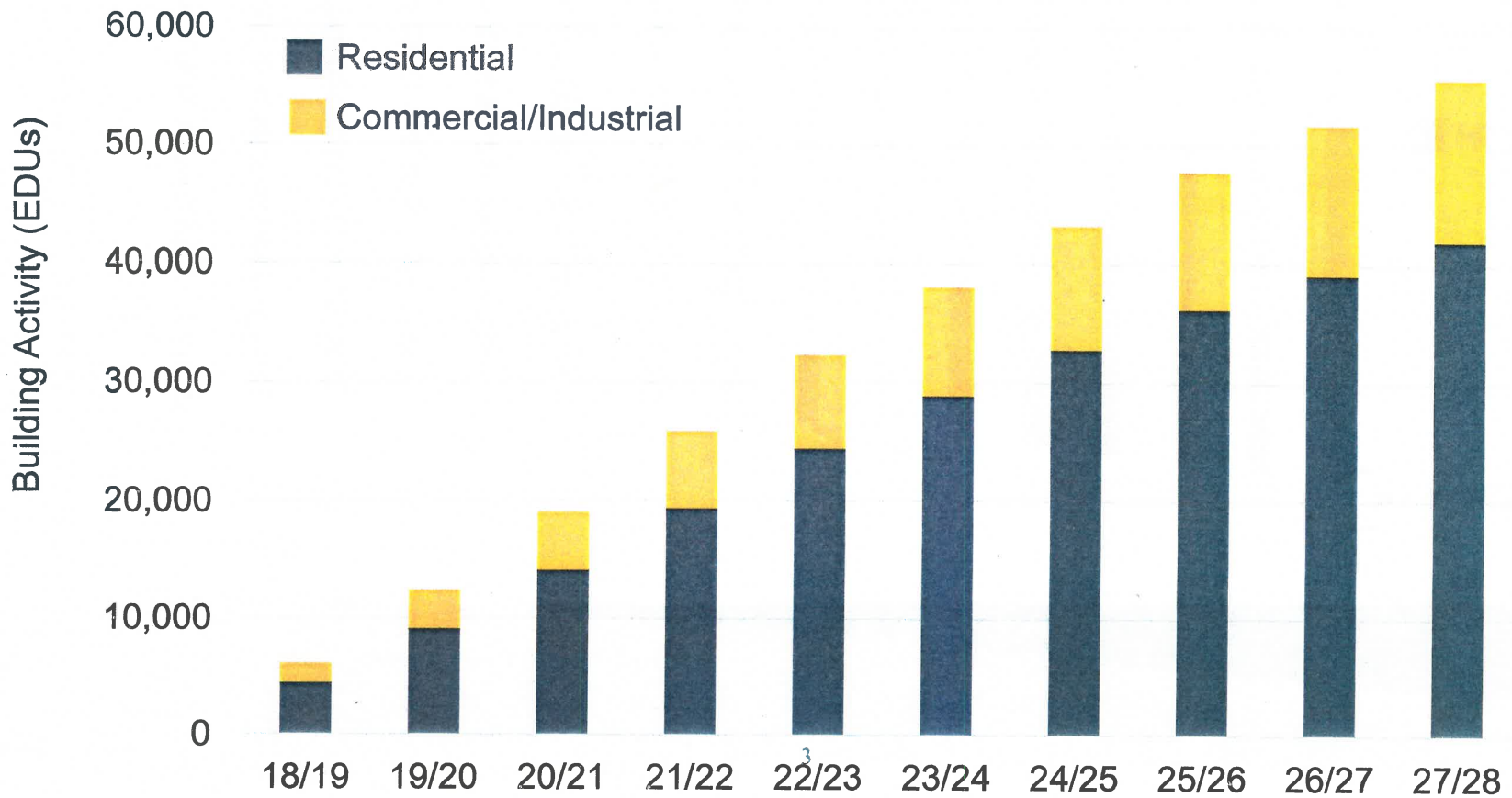
# Fiscal Year 18/19 Ten Year Capital Improvement Plan



# Key Drivers of the Fiscal Year 18/19 Ten Year Capital Improvement Plan

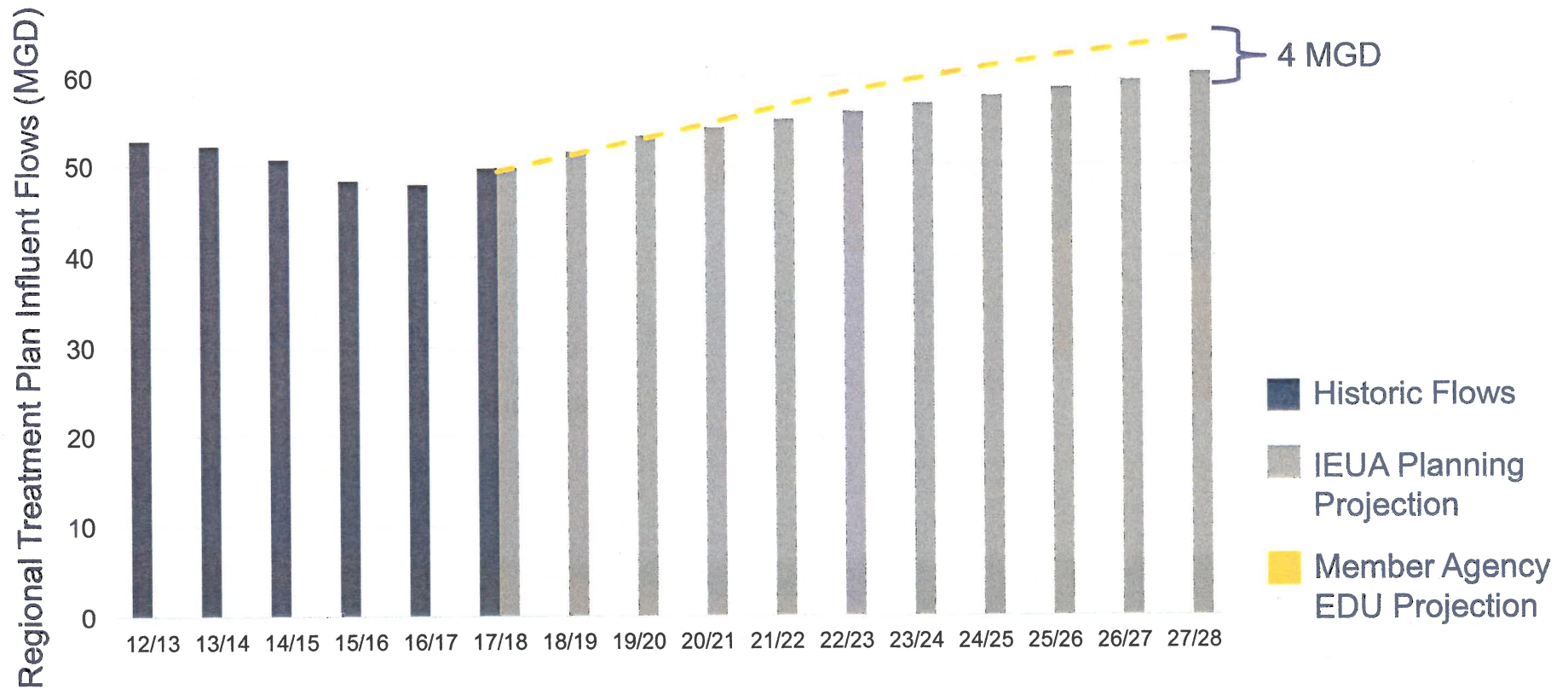
- Member Agency growth projections
- Current wastewater influent flows and concentrations
- Contributing Documents:
  - 2013 Recharge Master Plan Update
  - 2015 Wastewater Facilities Master Plan Update
  - 2015 Recycled Water Program Strategy Update
  - 2015 Energy Management Plan
  - 2016 Integrated Resources Plan
  - 2016 Water Use Efficiency Business Plan

# New Equivalent Dwelling Unit (EDU) Forecast (2017 Member Agency Forecast Data - Cumulative)





# Fiscal Year 18/19-27/28 Wastewater Flow Projections



# Major Treatment Facility Capacity/Expansion Project

## Estimated Treatment Plant Expansion Schedule

Ten Year Capital Improvement  
Planning Window

Description	15/20	20/25	25/30	30/35	Total Cost
RP-1 Liquids Capacity Recovery			■ ■ ■ ■ ■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■ ■ ■ ■ ■	\$182 M
RP-1 Solids Treatment Expansion			■ ■ ■ ■ ■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■ ■ ■ ■ ■	\$45 M
RP-2 Decommissioning				■ ■ ■ ■ ■ ■ ■ ■ ■ ■	\$30 M
RP-5 Liquid Treatment Expansion	■ ■ ■ ■ ■ ■ ■ ■ ■ ■				\$160 M
RP-5 Solids Treatment Facility	■ ■ ■ ■ ■ ■ ■ ■ ■ ■				\$165 M

# Ten Year Capital Improvement Plan Budget Summary

- Fiscal Year 17/18 TYCIP: \$717 Million
- Fiscal Year 18/19 TYCIP: \$716 Million
- No major deviations in capital improvement projects
- Major Capital Projects in the TYCIP:
  - Construction of Regional Treatment Plant No. 5 Solids & Liquids Expansion
  - Regional Treatment Plant No. 1 Capacity Recovery/Expansion Design completion by 2028
  - Includes asset repair and replacement program for all systems

# Fiscal Year 18/19 Ten Year Capital Improvement Plan Adoption Schedule

- 3/29/18 Info Item to Tech Committee
- 4/04/18 Info item to IEUA Committees
- 4/05/18 Info Item to Policy Committee
- 4/11/18 Info item to IEUA Board
- 4/26/18 Action item to Tech Committee
- 5/03/18 Action item to Policy Committee
- 5/09/18 Action item to IEUA Committees
- 5/16/18 Action item to IEUA Board

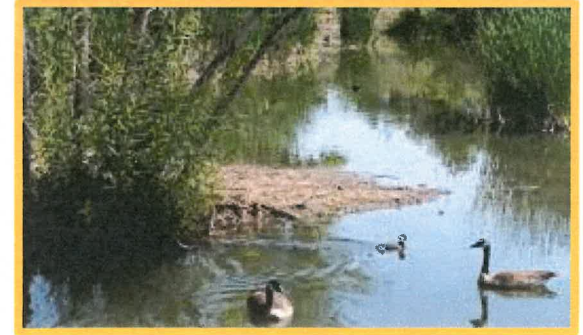
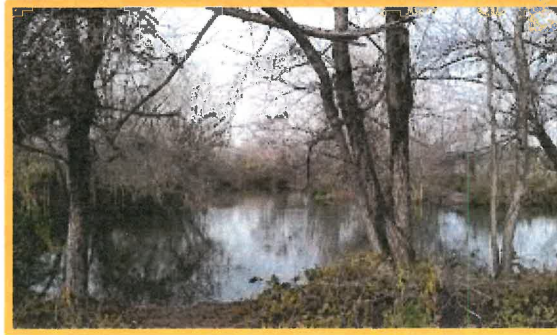


**INFORMATION**

**ITEM**

**2B**

# 3rd Quarter Planning & Environmental Resources Update



# Upper Santa Ana River Multiple Species Habitat Conservation Plan (SAR HCP)

- Project impacts analysis underway
- Draft plan: December 2018
- Joint Power Authority Establishment: Spring 2018-2019
- Participating Agency Agreements: Spring 2018-2019



# Sewer Use Fee Evaluation

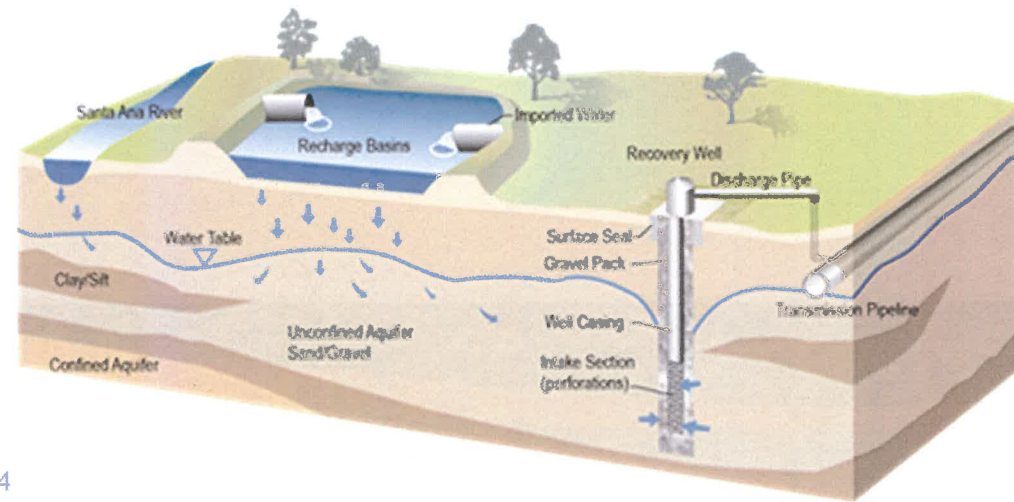
- Project Goals
  - Revise “Exhibit J” of Regional Contract
    - Equivalent Dwelling Unit Equation Update
    - Single family residence vs. Multi-family residence
    - Revenue impacts
    - Simplify commercial categories
- Challenges
- Next Steps
  - Technical Committee recommendations
    - Site specific monitoring (residential & commercial)





# Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) & Proposition 1 Waters Storage Investment Program: Chino Basin Project

- SARCCUP:
  - IEUA received proposals from Monte Vista Water District, Cucamonga Valley Water District, Fontana Water Company & Jurupa Community Services District and interest from other member agencies.
- Proposition 1 Chino Basin Project:
  - Public benefit ratio 0.71 (2<sup>nd</sup> highest)
  - Appeal submitted on February 23<sup>rd</sup>
  - Project scores to be received in April



# Regional Water Use Efficiency

- Landscape Design Services Program Launch
  - Partnership – Inland Empire Utilities Agency, Chino Basin Water Conservation District, and retail member agencies
  - Free Residential Landscape Design Services
  - Online registration launch – February 12, 2018
- Agriculture Pilot Water Use Efficiency Program
  - First Member Agency Meeting – March 20, 2018



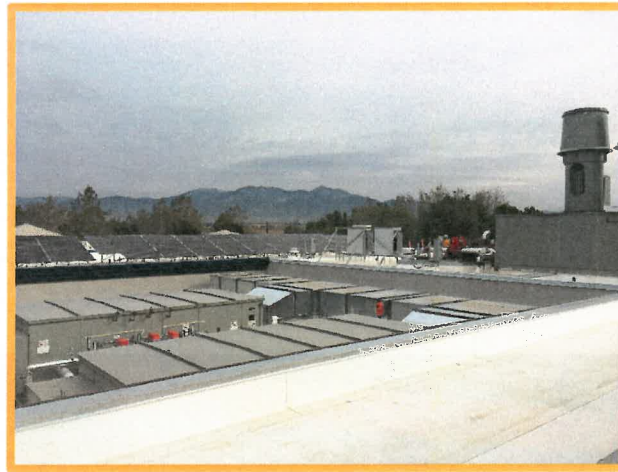
# One Water One Watershed (OWOW)

- Proposition 1 Funding: \$46 Million
- Eligible Projects:
  - Multiple public benefits
  - Watershed wide
  - New and innovative technologies/practices
- Draft schedule for grants:
  - April 2018: Call for projects
  - June 2018: Santa Ana Watershed Project Authority Applications
  - Fall-Winter 2018: Grant Applications/Agreement
- OWOW chapter drafts spring-summer, final plan fall 2018



**INFORMATION**  
**ITEM**  
**2D**

# Engineering and Construction Management Project Updates



# EN18036 – Carbon Canyon Water Recycling Facility Asset Management and Improvements - III

- **Project Goal:** Provide process improvements to the tertiary treatment, storage lagoon, site grading, and drainage
- **Current Phase:** Predesign
- **Design Engineer:** GHD
- **Contract Amount:** \$249 K
  - Amendments: \$0/0.0%
- **Total Project Budget:** \$2.4 M
- **Project Completion:** November 2020
- **Percentage Complete:** 15%
- **Current Activities:**
  - Predesign
  - Site investigations and assessments



Corroded Isolation Gates at the Filters



Surface Cracks and Drainage Issues

# EN15012 – Regional Water Recycling Plant No. 1 Primary Effluent Conveyance Improvements

- **Project Goal:** Rehabilitate concrete structure and piping
- **Current Phase:** Design
- **Design Engineer:** Stantec Consulting, Inc.
- **Contract Amount:** \$461 K
  - Amendments: \$41,718/9.4%
- **Total Project Budget:** \$3 M
- **Project Completion:** April 2019
- **Percentage Complete:** 100% (design phase)
- **Current Activities:**
  - Advertise bids - April 2018
  - Award construction contract - July 2018



Exposed Rebar in Grating at Support Beam



Project Location

# EN18055 – Headquarters Roofing Replacement

- **Project Goal:** Replace existing roofs and skylights which are at the end of their service life
- **Current Phase:** Construction
- **Contractor:** Best Contracting
- **Contract Amount:** \$1 M
- **Change Orders:** \$0/0%
  - Agency Requested: \$0/0%
  - Changed Conditions: \$0/0%
- **Total Project Budget:** \$1.3 M
- **Project Completion:** July 2018
- **Percentage Complete:** 60%
- **Current Activities:**
  - Removal/Replacement of roof/skylights on Building A



Mobilization to Site



Moving Materials to Roof



# EN13028 - Preserve Lift Station

- **Project Goal:** Convey City of Chino's southern sewer flows to the Kimball Interceptor
- **Current Phase:** Construction
- **Contractor:** Pacific Hydrotech
- **Contract Amount:** \$0 (funded by City of Chino)
- **Change Orders:** \$0
  - Agency Requested: \$0/0%
  - Changed Conditions: \$0/0%
- **Total Project Budget:** \$335 K (staff support \$50 K)
- **Project Completion:** July 2018
- **Percentage Complete:** 70%
- **Current Activities:**
  - The wet well is constructed and the platform framing is underway
  - The lower level mechanical piping is under construction



Wet Well Construction



Platform Construction

# EN14019 – Regional Water Recycling Plant No. 1 Headworks Primary and Secondary Upgrades

- **Project Goal:** Rehabilitate headworks
- **Current Phase:** Construction
- **Contractor:** Myers & Sons
- **Contract Amount:** \$5.7 M
- **Change Orders:** \$0/0%
  - Agency Requested: \$0/0%
  - Changed Conditions: \$0/0%
- **Total Project Budget:** \$9.7 M
- **Project Completion:** January 2018
- **Percentage Complete:** 5%
- **Current Activities:**
  - Potholing existing utilities
  - Submittals and procurement



Contractor Mobilization at RP-1 Headworks



Potholing for Scum Piping

# EN15008 - Water Quality Laboratory

- **Project Goal:** Construct central lab to provide enhanced sampling and analytical support to all IEUA facilities
- **Current Phase:** Construction
- **Contractor:** Kemp Bros Construction, Inc.
- **Contract Amount:** \$17.5 M
- **Change Orders:** \$230,547/1.3%
  - Agency Requested: \$0/0.0%
  - Changed Conditions: \$230,547/1.3%
- **Total Project Budget:** \$24.6 M
- **Project Completion:** August 2018
- **Percentage Complete:** 85%
- **Current Activities:**
  - Installation of fume hoods, casework, and cabinets
  - Installation of solar panels on roof
  - Start-up and testing of new central plant equipment



Lab Building Main Entrance



Lab Building Roof – HVAC and Solar Panels