



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

**WEDNESDAY, MARCH 13, 2019
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 three minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of February 13, 2019.

B. CHINO BASIN PROGRAM PRELIMINARY DESIGN REPORT CONSULTING ENGINEERING SERVICES

Staff recommends that the Committee/Board:

1. Award the consulting engineering services contract to Brown & Caldwell for the not-to-exceed amount of \$3,978,506;
2. Amend the total project budget for the Chino Basin Program from \$6.3M to \$15M for the planning phase through Fiscal Year 2021/22; and

3. Authorize the Interim General Manager to execute the contract, subject to non-substantive changes.

C. RP-1 CIVIL IMPROVEMENT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-1 Civil Improvements, Project Nos. EN18042 and EN19034, to Terra Pave, Inc., in the amount of \$626,000; and
2. Authorize the Interim General Manager to execute the construction contract, subject to non-substantive changes.

D. RP-5 EXPANSION DESIGN CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a consulting engineering services contract amendment for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., in the amount of \$495,979; and
2. Authorize the Interim General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes.

E. INLAND EMPIRE BRINE LINE LEASE CAPACITY POOL AGREEMENT

Staff recommends that the Committee/Board:

1. Approve the Lease Capacity Pool Agreement between IEUA, EMWD, WMWD, SBVMWD and SAWPA; and
2. Authorize the Interim General Manager to execute the Agreement, subject to non-substantive changes.

2. INFORMATION ITEM

A. ASSET MANAGEMENT PROGRAM UPDATE (POWERPOINT)

B. PROPOSED TEN YEAR CAPITAL IMPROVEMENT PLAN FISCAL YEARS 2019/20-2028/29

C. PLANNING AND 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**

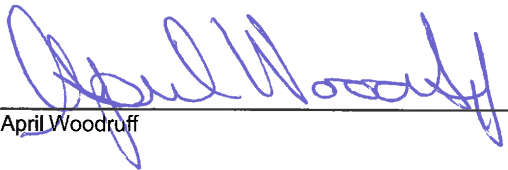
*A Municipal Water District

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: 

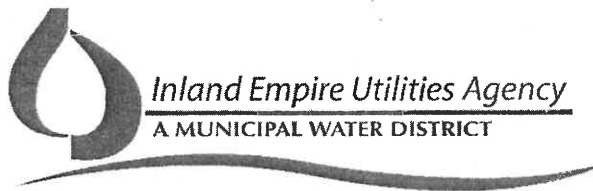
DECLARATION OF POSTING

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, March 7, 2019.



April Woodruff

**ACTION
ITEM
1A**



**MINUTES
SPECIAL
ENGINEERING, OPERATIONS, AND WATER RESOURCES
COMMITTEE MEETING
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CA**

**WEDNESDAY, FEBRUARY 13, 2019
9:45 A.M.**

COMMITTEE MEMBERS PRESENT

Kati Parker, Acting Chair
Paul Hofer

COMMITTEE MEMBERS ABSENT

Michael Camacho

STAFF PRESENT

Jasmin A. Hall, Vice President
Kirby Brill, Interim General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Shaun Stone, Acting Executive Manager of Engineering/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Joshua Aguilar, Senior Engineer
Josh Biesiada, Project Manager I
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources
Nel Groenveld, Manager of Laboratories
Elizabeth Hurst, Water Resources Planner
Joel Ignacio, Senior Engineer
Sylvie Lee, Manager of Planning & Environmental Resources
Cathleen Peroni, Manager of Government Relations
James Spears, Associate Engineer
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Tom Barnes, ESA
Ron Craig, RBC Resources
Tom Dodson, TDA

The meeting was called to order at 9:50 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of January 9, 2019.

◆ Recommended that the Board:

1. Award the construction contract for the Baseline Recycled Water Pipeline Extension, Project No. EN17049, to Trautwein Construction, Inc. in the amount of \$4,896,641;
2. Approve a contract amendment to Carollo Engineering for engineering services during construction for the not-to-exceed amount of \$150,826; and
3. Authorize the Interim General Manager to execute the contract and contract amendment subject to non-substantive changes;

as an Action Item on the February 20, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the RP-1 Filter Drain Valve Replacement, Project No. EN17045, to Schuler Constructors Inc., in the amount of \$650,551; and
2. Authorize the Interim General Manager to execute the construction contract, subject to non-substantive changes;

as a Consent Calendar Item on the February 20, 2019 Board meeting agenda.

Director Parker asked about the cost of 25 butterfly valves. Associate Engineer James Spears stated he will find out the information and will provide it to Director Parker.

◆ Recommended that the Board:

1. Authorize the purchase of one Perkin Elmer Inductively Coupled Plasma (ICP) Spectrometer for a not-to-exceed amount of \$122,104 (including tax and delivery);
2. Authorize the purchase of one Agilent Gas Chromatograph (GC), and two Gas Chromatograph-Mass Spectrometers (GCMS) for a not-to-exceed amount of \$363,500 (including tax and delivery); and
3. Authorize the Interim General Manager to execute the purchases;

as a Consent Calendar Item on the February 20, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Award a professional consulting services contract amendment to Means Consulting, LLC for the not-to-exceed amount of \$189,514; and
2. Authorize the Interim General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar Item on the February 20, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Adopt Resolution No. 2019-2-5, certifying the Final Environmental Impact Report for the Santa Ana River Conservation and Conjunctive Use Project (SARCUUP) Joint Projects, adopting the Mitigation Monitoring and Report Plan, and adopting the Findings of Fact; and
2. Authorize the Filing of Notice of Determination with the County Clerk of the State Clearinghouse, Governor's Office of Planning and Research;

as a Consent Calendar Item on the February 20, 2019 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Planning and Environmental Resources Update
- ◆ Upper Santa Ana River Multiple Species Habitat Conservation Plan Update
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

There were no General Manager comments.

COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requests for future agenda items.

With no further business, Director Parker adjourned the meeting at 10:31 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: MARCH 13, 2019

**ACTION
ITEM
1B**



Date: March 20, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager JB

Committee: Engineering, Operations & Water Resources
Finance & Administration

03/13/19

03/13/19

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

Subject: Chino Basin Program Preliminary Design Report Consulting Engineering Services

Executive Summary:

In July 2018, the California Water Commission approved a conditional funding in the amount of \$206.9M for the Chino Basin Program (CBP). In order to secure the final funding award, the completion of a Preliminary Design Report (PDR), institutional agreements, financial analysis, permits and environmental documentation are required. To initiate the PDR process, a Request for Proposals for consulting engineering services was issued in December 2018. The scope of work for the PDR development consists of the evaluation of the CBP goals; a conceptual design of advanced water treatment facilities, injection and extraction wells, wellhead treatment facilities, and a pipeline distribution system. In January 2019, nine proposals were received and evaluated by a seven-member review committee consisting of IEUA and four member agencies' staff. The committee interviewed six firms and selected Brown & Caldwell unanimously as the most qualified firm based on their qualifications, approach, and understanding of the CBP.

The proposed contract for Brown & Caldwell in the amount of \$3,978,506 will provide the engineering services for the PDR that will be utilized in the development of a Programmatic Environmental Impact Report for adoption. The completion of the PDR by mid 2020 will ensure that the conditional funding requirements are met by 2021.

Staff's Recommendation:

1. Award a consulting engineering services contract to Brown & Caldwell for the not-to-exceed amount of \$3,978,506;
2. Amend the total project budget for the Chino Basin Program from \$6.3M to \$15M for the planning phase through Fiscal Year 2021/22; and
3. Authorize the Interim General Manager to execute the contract, subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 8,700,000

Account/Project Name:

The contract for the not-to-exceed amount of \$3,978,506 will be funded by Project No. PL19005 in the Water Resources (WW) fund.

Fiscal Impact (explain if not budgeted):

There will be no impact to the FY 2018/19 annual budget. However, the total project budget for the Chino Basin Program is requested to be increased from \$6.3M to \$15M for the CBP Pre-Design Services.

Prior Board Action:

On February 20, 2019, IEUA's Board of Directors approved the contract amendment to Means Consulting, Inc. for a not-to-exceed amount of \$189,514 for professional support services of the CBP.

On December 19, 2018, IEUA's Board of Directors approved the contract awards to GEI Consultants, Inc. and Water Systems Consulting, Inc. for a combined not-to-exceed amount of \$2,787,095 for professional support services of the CBP.

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.

Business Goal:

The CBP supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - Background

Attachment 2 - Presentation

Attachment 3 - Consultant Contract

Date: March 20, 2019
To: The Honorable Board of Directors
From: Kirby Brill, Interim General Manager
Subject: Background Information Chino Basin Program Professional Contract Award

In November 2018, the IEUA Board established a planning budget of \$6.3M for the Chino Basin Program (CBP), subsequent to the conditional funding award from the California Water Commission (CWC) in the amount of \$206.9M. In order to secure the final funding agreement, a final report including refined project scope, environmental determination and institutional agreements need to be submitted to the CWC by 2020.

Consultant Selection: Nine proposals as response to the Agency’s Request for Proposal for the CBP Pre Design Services were received. With a committee selection staff including both IEUA and four IEUA member agency shortlisted and subsequently interviewed six firms; the selection committee unanimously selected Brown & Caldwell as the best qualified team for CBP.

Total CBP Budget: Staff has identified core planning activities to meet the conditions for the final funding award by 2021. In order to achieve the milestones and the funding conditions, the total project budget in the proposed FY 2020-2029 TYCIP is proposed to be increased to \$15M for anticipated expenditures through FY 2021/2022, as depicted in Table 1 below. Detailed activities are summarized in Table 2.

Table 1: Chino Basin Project Total Project Budget

CBP Total Project Budget	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Total Budget
Nov 2018 Board Authorization	\$3,000,000	\$3,300,000			\$6,300,000
Budget Amendment Request (Current Action)	\$300,000	\$3,250,000	\$2,575,000	\$2,575,000	\$8,700,000
Total CBP Project	\$3,300,000	\$6,550,000	\$2,575,000	\$2,575,000	\$15,000,000

Table 2: Chino Basin Program Planning Phase Activities through FY 2021/2022

CBP Planning Activity		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Total Budget
Executed Contracts	1 Program Management (GEI)					\$1,953,680
	2 Outreach & Communication (WSC)					\$850,000
	3 Stakeholder Engagement (Means)					\$250,000
PDR Action	4 Preliminary Design Services					\$4,000,000
Budget for Future CBP Costs	5 Programmatic Environmental Impact Report					\$1,200,000
	6 CBWM Coordination OBMP Storage & Recovery CEQA					\$1,200,000
	7 Institutional Agreements Development (Strategy / Media)					\$500,000
	8 Staff (Assume 5 FT)					\$3,120,000
	9 Contingency (13%)					\$1,926,320
10 Total						\$15,000,000



Preliminary Design Report

Engineering Services Contract Award

Sylvie Lee
Manager of Planning & Environmental Resources

March 20, 2019

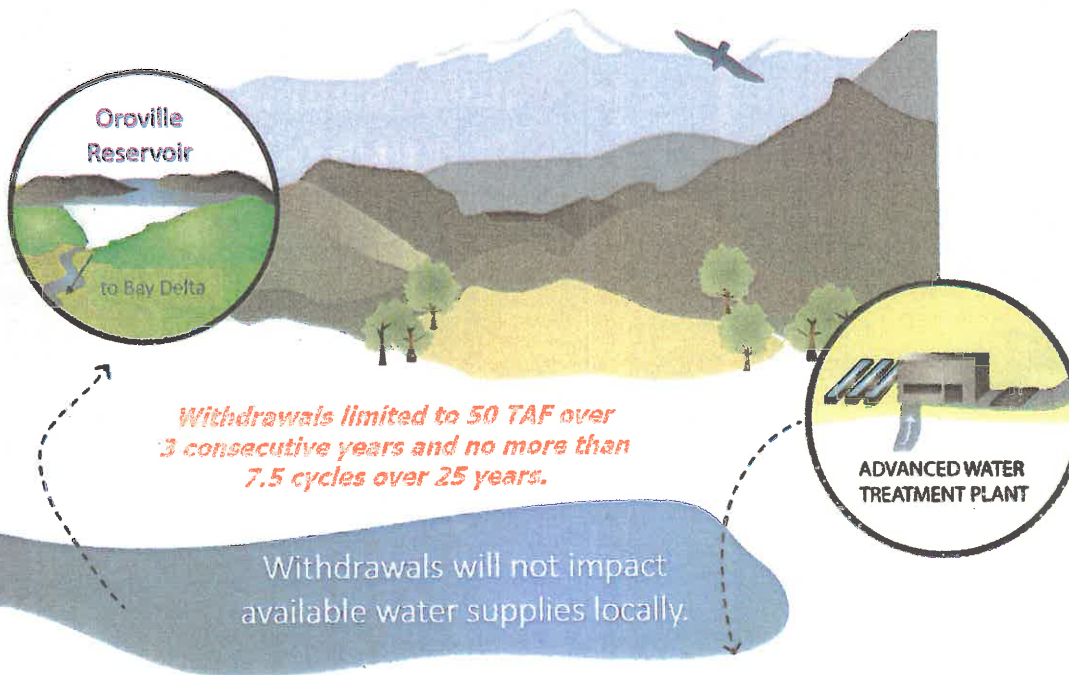




Chino Basin Program

Chino Basin Opportunity

So-Cal / Nor-Cal Water Exchange supports **water optimization** – and overarching benefits from affordability to environment and water quality / availability.



- 2015 Technical Studies
- Aug 2017 - Proposition 1 Application Submitted
- Jul 2018 - CBP received conditional award \$206.9M
- Nov 2018 - IEUA Board established CBP Planning budget \$6.3 million
- Dec 2018 – CBP PDR Request for Proposals was issued



CBP Preliminary Design Report

1

- Understand the broad mutual needs amongst the stakeholders and assess the synergy to meet the CBP performance goals

2

- Provide conceptual design of advanced water treatment facilities, wells and wellhead treatment facilities, and pipeline distribution system

3

- Prepare a Preliminary Design Report consisting of final concepts and associated cost that will be utilized in developing Environmental Impact Reports and Institutional Agreements



Consultant Selection Process

Request for Proposal

Advertised on BidNet

Meetings with all firms

Response to questions



DEC 2018

Nine Proposals Received

- *Arcadis*
- *Brown & Caldwell*
- *Carollo*
- *CDM Smith*
- *GHD*
- *Hazen & Sawyer*
- *Kennedy Jenks*
- *Parsons*
- *Tetra Tech*

JAN 24, 2019

Proposal Evaluation

4 IEUA Staff

4 IEUA Agencies:

- *Chino*
- *CVWD*
- *Ontario*
- *Upland*

JAN 31, 2019

Interviews

6 Firms were invited

Panel:
4 IEUA Staff
Chino
Ontario



FEB 6, 2019

Consultant Selection

Unanimous Selection

Most qualified

Brown & Caldwell

FEB 6, 2019

Contract Award

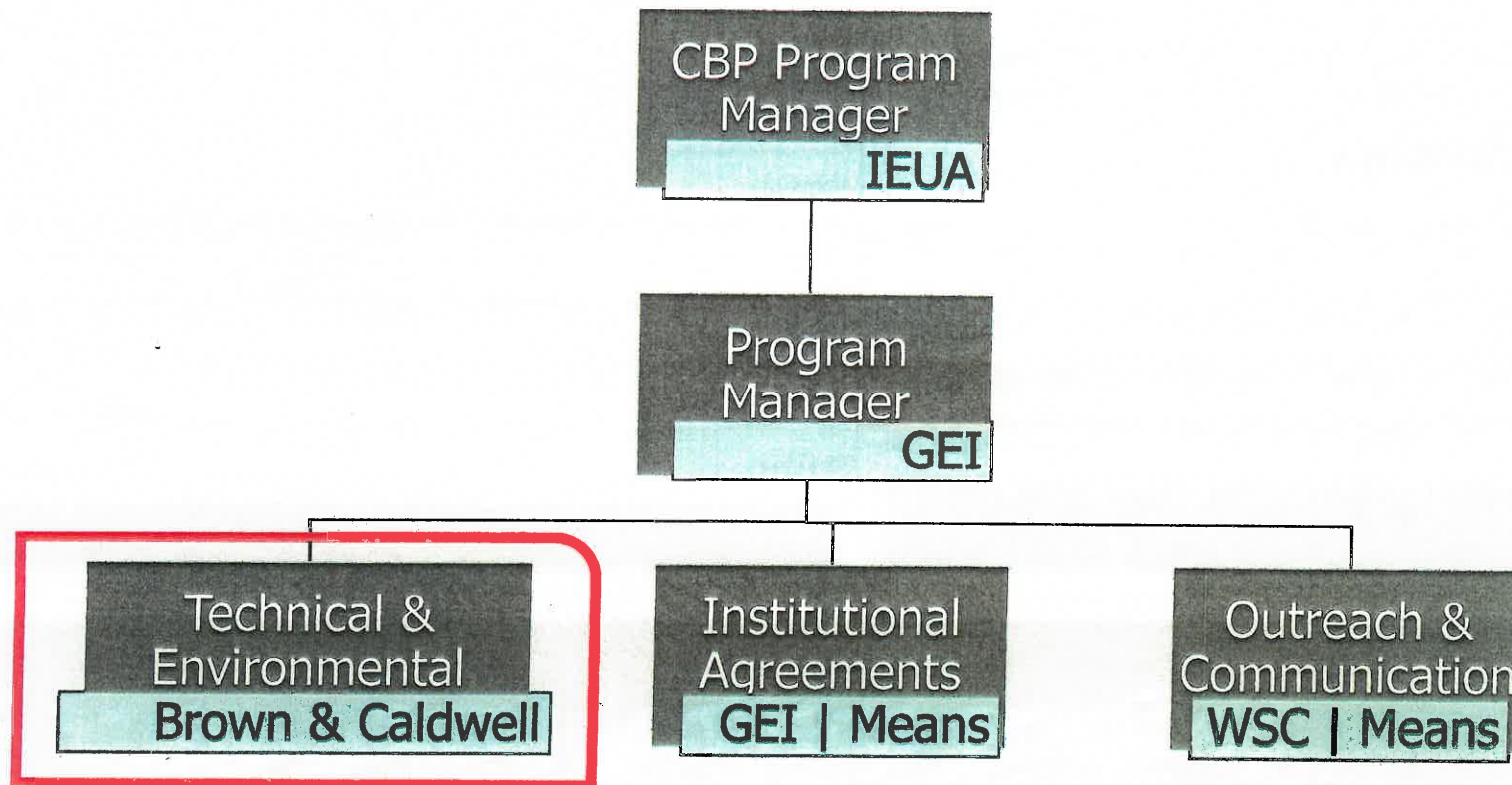
If approved, PDR will be completed by March 2020



MAR 20, 2019



Chino Basin Team

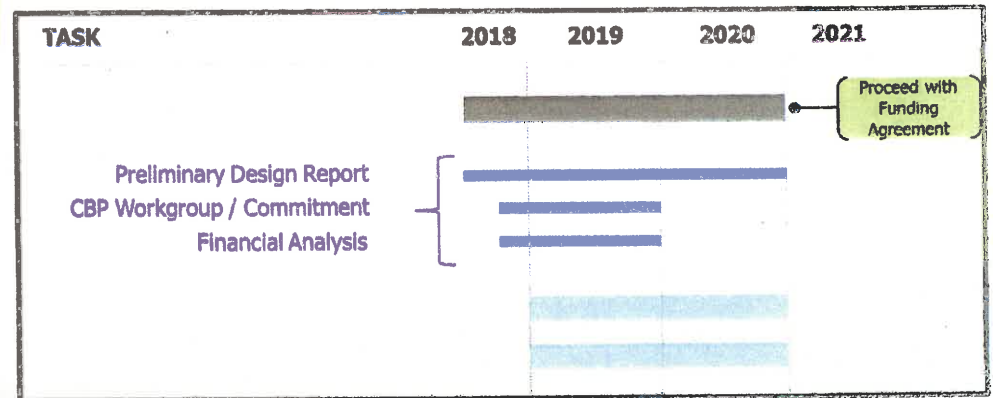




CBP Total Project Budget

CBP Planning Activity		FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Total Budget
Executed Contracts	1 Program Management (GEI)					\$1,953,680
	2 Outreach & Communication (WSC)					\$850,000
	3 Stakeholder Engagement (Means)					\$250,000
PDR Action	4 Preliminary Design Services					\$4,000,000
Budget for Future CBP Costs	5 Programmatic Environmental Impact Report					\$1,200,000
	6 CBWM Coordination OBMP Storage & Recovery CEQA					\$1,200,000
	7 Institutional Agreements Development (Strategy / Media)					\$500,000
	8 Staff (Assume 5 FT)					\$3,120,000
	9 Contingency (13%)					\$1,926,320
10 Total						\$15,000,000

CBP Total Project Budget	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	Total Budget
Nov 2018 Board Authorization	\$3,000,000	\$3,300,000			\$6,300,000
Budget Amendment Request	\$300,000	\$3,250,000	\$2,575,000	\$2,575,000	\$8,700,000
Total CBP Project	\$3,300,000	\$6,550,000	\$2,575,000	\$2,575,000	\$15,000,000





Staff Recommendation

*CBP supports IEUA's business goal of **Water Reliability**, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.*

1. Award CBP PDR engineering services contract to **Brown & Caldwell** for the not-to-exceed amount of \$3,978,506 and authorize the Interim General Manager to execute the contract, subject to non-substantive changes.
2. Increase the CBP Total Project Budget from \$6.3M to \$15M.



CONTRACT NUMBER: 4600002697

FOR

CHINO BASIN PROGRAM PRELIMINARY DESIGN REPORT

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, _____, 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 interchangeably referred to as "IEUA" and "Agency") and Brown and Caldwell, with offices located in Irvine, California (hereinafter referred to as "Consultant"), for consulting services in support of the Chino Basin Program Preliminary Design Report.

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

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

Project Manager: Liza Muñoz, Senior Engineer
Address: 6075 Kimball Avenue
Chino, California 91708

Telephone: (909) 993-1522
Facsimile: (909) 993-1982
Email: lmuñoz@ieua.org

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

Consultant: Andrew Lazenby, PE
Address: 18500 Von Karman Avenue, Suite 1100
Irvine, California 92612

Telephone: (714) 730-7600
Email: alazenby@brwncald.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002697
 - B. Contract Number 4600002697 General Terms and Conditions.
 - C. Project Manager's Request for Proposal, RFP-JV-18-009 (**Exhibit A**)
 - D. Consultant's Proposal dated January 24th, 2019.
4. SCOPE OF WORK AND SERVICES: Consultant's services and responsibilities shall be in accordance with Project Manager's Request for Proposal, RFP-JV-18-009, as outlined in **Exhibit A** which is referenced herein, attached hereto, and made a part hereof (hereinafter "Work").
5. FAMILIARITY WITH SCOPE OF WORK: By execution of this Agreement, Consultant represents that:
- (1) It has investigated and considered the scope of the Work under this Agreement to be performed, based on all available information provided in the RFP; and
 - (2) It carefully considered how the Work should be performed; and
 - (3) It understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
 - (4) It has the professional and technical competency to perform the Work and the production capacity to perform the Work in a timely manner in accordance with the Contract and applicable standard of care.
6. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on December 1, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
7. COMPENSATION: Agency shall pay Consultant's once-monthly, properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by IEUA. Invoices shall include the name of assigned personnel, fully-burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002697 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org.

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of **\$3,978,506.00** for all services provided in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. Any changes shall be made by a written Amendment to the Contract. Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit B**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal. A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

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

9. FITNESS FOR DUTY:

A. Fitness: Consultant on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
4. Compliance: Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

10. 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 claim 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.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the 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

Except for professional liability, 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 canceled by either party, except after thirty (30) days prior written notice by regular mail, has been given to the Agency. Consultant will notify in the event of reduction in coverage or limits required by this Agreement.

- 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 copies of all required insurance policies, provided confidential information shall be redacted, 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
P.O. Box 9020
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Subject to the standard of care in Professional Responsibility, the 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. The 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, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. Grant-Funded Projects: This project is grant-funded. [*For Federal/State grant/loan-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to:*

*Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review. Federal funds have additional requirements. Please reference the flow-down requirements attached hereto and made a part hereof as **Exhibit C.**]*

- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

Consultant understands and acknowledges that executing this Agreement may inhibit the Consultant from engaging in future contracts, jobs, or agreements with the Agency that is, or can be considered, related to the Scope of Work due to a potential conflict of interest.

- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to IEUA Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

- H. Non-Conforming Work and Representation: Consultant represents that the Work and Documentation shall conform to the specifications described in the Contract. 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 errors in and nonconforming Work or Documentation, regardless of whether any such errors or non-conforming Work or Documentation is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or non-conforming Work 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 Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

I. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
12. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

13. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Any modifications or reuse of such materials for purposes other than those intended by the Contract shall be at the Agency's sole risk and without liability to Consultant and Agency shall indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants against all losses and damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
14. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by 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 Agreement Administrator and/or Agency.
15. PROPRIETARY RIGHTS:
- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by 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.

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

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

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

Consultant: Andrew Lazenby, PE
Project Manager
18500 Von Karman Avenue, Suite 1100
Irvine, California 92612

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

18. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
19. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to this work.

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

20. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.

21. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
22. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
23. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
24. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
25. 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.
26. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.
27. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.
28. ESTIMATES AND PROJECTIONS: Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will not be liable to and/or any third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the standard of skill and care expected of a consultant under the same or similar circumstances.

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

BROWN AND CALDWELL:

Kirby Brill
Interim General Manager

(Date)

Michael Puccio, P.E.
Vice President

(Date)

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**ACTION
ITEM
1C**



Date: March 20, 2019

To: The Honorable Board of Directors

From: Kirby Brill, General Manager 

Committee: Engineering, Operations & Water Resources

03/13/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: RP-1 Civil Improvements Construction Contract Award

Executive Summary:

Much of the asphalt at Regional Water Recycling Plant No. 1 (RP-1) has been in-place since 1972 and is well past its service life. Well maintained asphalt cement has a life expectancy of 10 to 15 years. Curbs, gutters, and vaults generally have a life of 25 years. The scope of work for the project has been prioritized to begin repairs and replacement of failed asphalt cement, curbs and gutters, and in-ground vaults for the most degraded portions of the facility.

On December 12, 2018, IEUA received two construction bids. Terra Pave Inc., was the lowest responsive, responsible bidder with a bid price of \$626,000.

Staff's Recommendation:

1. Award a construction contract for the RP-1 Civil Improvements, Project Nos. EN18042 and EN19034, to Terra Pave, Inc., in the amount of \$626,000; and
2. Authorize the Interim 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:

EN18042/RP-1 Civil Improvements
EN19034/RP-1 Operations Building Paving Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

The RP-1 Civil Improvement Project is consistent with the IEUA's Business Goal of Wastewater Management and Work Environment specifically the Asset Management and Staff Safety objectives that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, can accommodate changes in regional water use, and will promote and ensure a safe and healthy work environment, exceeding industry best practices.

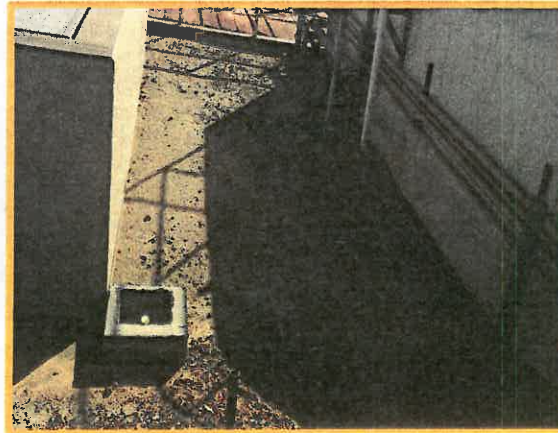
Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1

RP-1 Civil Improvements Construction Contract Award Project No. EN18042 and EN19034



Project Location



The Project

- Remove/Dispose of failed asphalt cement, curbs, and gutters
- Replace failed in-ground vaults
- Place new base and asphalt
- Restripe



3

Entry to Parking Area at RP-1. Slurry Seal obscures failed A.C.

Contractor Selection

Two bids were received on December 13, 2018:

Bids Received

Bidder's Name	Total
Terra Pave, Inc.	\$ 626,000
Ferreira Coastal Construction	\$ 798,957
Engineer's Estimate	\$600,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$128,000
Design	\$128,000
Construction Services	\$109,000
IEUA Construction Services (~15%)	\$109,000
Construction	\$688,600
Construction Contract (this action)	\$626,000
Contingency (~10%)	\$62,600
Total Project Cost:	\$925,600
Total Project Budget:	\$980,000

Project Milestone	Date
Construction	
Construction Contract Award	March 2019
Construction Completion	September 2019

Recommendation

- Award a construction contract for the RP-1 Civil Improvements, Project Nos. EN18042 and EN19034, to Terra Pave, Inc., in the amount of \$626,000, and
- Authorize the Interim General Manager to execute the construction contract, subject to non-substantive changes.

The RP-1 Civil Improvement Project is consistent with the *IEUA's Business Goal of Wastewater Management and Work Environment* specifically the Asset Management and Staff Safety objectives that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, can accommodate changes in regional water use, and will promote and ensure a safe and healthy work environment, exceeding industry best practices.

Attachment 2

SECTION D - CONTRACT AND RELEVANT DOCUMENTS

1.0 CONTRACT

THIS CONTRACT, made and entered into this ____ day of March, 2019, by and between Terra Pave, Incorporated, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR:

RP-1 Civil Restoration and Upgrades (EN18042 and 19034),

1. 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 said Agency, 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 said Agency, 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 said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract

Requirements, Section C - Bid Forms and accepted by the Agency and set forth in this below.

Total Bid Price \$ Six-hundred and twenty-six thousand Dollars,

and No Cents.

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

4. The Agency hereby employs the Contractor 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 the Agency 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 Contractor 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 the Agency within the time period specified below for each Phase of work, after award of the Contract. All work shall be completed before final payment is made.

Phase I (FY2018/2019)	One-hundred and twenty (120) calendar days after date of Contract award by the Agency
Phase II (FY2019/2020)	Forty (40) calendar days beginning on July 1 st , 2019

7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount listed below for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, 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 the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

Phase I (FY2018/2019)	Five-hundred (\$ 500.00) dollars for each calendar-day delay
Phase II (FY2019/2020)	Five-hundred (\$ 500.00) dollars for each calendar-day delay

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

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
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 Contractor 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 Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor 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 Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, 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 Contractor hereby agrees to protect, defend, indemnify and hold the Agency 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 the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

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

IN WITNESS WHEREOF, The Contractor 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.

By _____

Kirby Brill
Interim General Manager

Terra Pave, Incorporated

By  _____

John Terry
President

*Municipal Water District

**ACTION
ITEM
1D**



Date: March 20, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager KB

Committee: Engineering, Operations & Water Resources

03/13/19

Finance & Administration

03/13/19

Executive Contact: Shaun Stone, Acting Executive Manager of Engineering/AGM

Subject: RP-5 Expansion Design Contract Amendment

Executive Summary:

In June 2017, the design of the Regional Water Recycling Plant No. 5 Expansion (RP-5) began. To date, the project design team has completed the 30% design, 50% design, and provided a draft 90% design. To better improve on the findings of the Preliminary Design Report (PDR), the project design team has identified potential modifications to the design that will result in reduced construction cost, improved operations, or reliable maintenance of RP-5. The amendment includes six tasks: Fine Screens Relocation, Increased Digester Capacity, Return Activated Sludge (RAS) Pump Station Physical Model, Tagging of Existing RP-5 Equipment, additional Soils Corrosion Analysis, and additional Geotechnical Evaluations. Details of the amendment including discussions on impacts to design, construction, cost, and schedule are provided in Attachment 1 - Background.

If the amendment is approved, the additional design fee is \$495,979, which will increase Parsons design contract amount from \$18,055,231 to \$18,551,210 resulting in an amendment ratio of 3.1%. To include these amendments in the design, the project design team will require an additional three months with final design being completed in September 2019 and the construction bid beginning in October 2019.

Staff's Recommendation:

1. Approve a consulting engineering services contract amendment for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., in the amount of \$495,979; and
2. Authorize the Interim General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes.

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

Account/Project Name:

EN19001/RP-5 Liquids Treatment Expansion
EN19006/RP-5 Solids Treatment Facility

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 20, 2018, the Board of Directors awarded the Membrane Bio-Reactor Preselection Agreement.

On May 17, 2017, the Board of Directors approved a contract amendment for the design to Parsons Water & Infrastructure, Inc. for the not-to-exceed amount of \$17,993,680.

On March 15, 2017, the Board of Directors adopted the RP-1 & RP-5 Expansion Preliminary Design Report.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

Staff is currently completing a Finding of Consistency with IEUA's Program Environmental Impact Report and has completed CEQA Plus evaluation for potential SRF Loan Funding.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with the Agency's Business Goal of Wastewater Management specifically the Water Quality objective that IEUA will ensure that Agency systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Design Amendment

Attachment 1

Background

Subject: RP-5 Expansion Design Contract Amendments

In March 2017, the IEUA Board of Directors approved the findings of the RP-1/RP-5 Expansion Preliminary Design Report (PDR). The PDR outlined a process of pre-selecting major pieces of equipment to ensure these met specific qualifications required by IEUA and outlined the progression of the design. In May 2017, the IEUA Board of Directors approved the consulting engineering services contract amendment for the RP-5 Expansion Design to Parsons Water & Infrastructure Inc. (Parsons). In June 2017, the project design team began work on the project and to date has completed the 30% design, 50% design, and provided a draft 90% design. To better improve on the findings of the Preliminary Design Report (PDR), the project design team has identified potential modifications to the design that will result in reduced construction cost, improved operations, or reliable maintenance of RP-5. The amendment includes six tasks: Fine Screens Relocation, Increased Digester Capacity, Return Activated Sludge (RAS) Pump Station Physical Model, Tagging of Existing RP-5 Equipment, Soils Corrosion Analysis, and additional Geotechnical Evaluations. Details of these six amendments including discussions on impacts to design, construction, cost, and schedule are provided below.

FINE SCREENS RELOCATION

Design Scope of Work: Task 1 – Develop and Evaluate Fine Screen Alternative Locations
Task 2 – Prepare Detailed Hydraulic Calculations
Task 3 – Evaluate Preliminary Design of Fine Screen Building
Task 4 – Prepare Final Design of New Location

Justification: The PDR originally had the fine screens located between the coarse screens and grit removal system. As the project team began working with the fine screen manufacturers in detail, concern was raised about the longevity of the fine screen seal in an environment with a large amount of grit and the potential impacts to the frequency of maintenance to replace the seal. The PDR had not placed the fine screens downstream of the grit removal system, because this would require additional pumping of all facility flow. Further evaluation was required to propose simple modifications to the primary clarifier influent diversion box to allow the hydraulics of the facility to be maintained without additional pumping. Estimated O&M cost savings is \$100,000 per year. In addition, this amendment includes the evaluation of removing the fine screens building and replacing with a canopy structure.

Design Amendment Value: \$69,442

Construction Cost Savings: \$600,000 – Approximate construction cost savings for replacing the fine screens building with a canopy structure. Construction cost to relocate the fine screens structure from upstream to downstream of grit removal is negligible.

INCREASED DIGESTER CAPACITY

Design Scope of Work: Task 1 – Develop and Evaluate Digester Alternatives
Task 2 – Prepare Final Design of Larger Digesters

Justification: The PDR originally sized the digesters for 1.5 million gallons (MG) of capacity to treat the biosolids of the service area. If the capacity of the digesters is increased to 1.65 MG, this will provide additional capacity for 30,000 gallons per day (gpd) of additional sludge flow. This additional treatment capacity can allow for organics diversion at the RP-5 Solids Treatment Facility and provide flexibility for the operations and maintenance of the RP-5 Solids Handling Facility. In addition, it is extremely difficult to gain this capacity in the future while maintaining an integral design of the facility.

Design Amendment Value: \$180,415

Construction Cost: \$2,900,000 – Approximate construction cost for additional materials to increase the digester capacity from 1.5 MG to 1.65 MG for four digesters, additional heating equipment, and additional gas cleaning/conveyance systems.

RETURN ACTIVATED SLUDGE (RAS) PUMP STATION PHYSICAL MODEL

Design Scope of Work: Task 1 – Coordination and Data Transfer with Modeler
Task 2 – Development of Physical Model

Justification: The RAS pump station will have a peak design flow rate of 180 MGD. For pump stations this large, the Hydraulic Institute of America recommends building a physical model to ensure hydraulic conditions are not created that would render the pump station inoperable. Since the RAS pump station is integral to the Membrane Bio-Reactor (MBR) Basin, the pump station cannot be easily modified in the future. A 1 to 5 physical model of the RAS pump station will be constructed and operated at various flow rates to ensure no issues are encountered.

Design Amendment Value: \$83,657

Construction Cost: \$0 – If adverse hydraulic conditions are created, the design will be modified to eliminate the condition.

TAGGING OF EXISTING RP-5 EQUIPMENT

Design Scope of Work: Task 1 – Develop Process Control Narratives (PCN's) for Existing Equipment
Task 2 – Develop P&ID's for Existing Equipment

Justification: As part of the RP-5 Expansion Project, IEUA's existing equipment tagging structure needed to be modified to allow for unique tag names for complex mechanical systems, such as the Membrane Bio-Reactor. The existing equipment is currently tagged on the old methodology, which would result in two naming conventions at the end of the project. To ensure the project is completed with one uniform system and to create one complete document set (record drawings, PCN's

P&ID's, programming, O&M manuals, and SOP's) based on one structure, the existing equipment needs to be tagged in the new system.

Design Amendment Value: \$44,309

Construction Cost: \$200,000 – Approximate Cost for the system integrator to program tags for existing equipment in the Supervisory Control and Data Acquisition system.

SOILS CORROSION ANALYSIS

Design Scope of Work: Task 1 – Provide Corrosion Assessment
Task 2 – Provide Design of Corrosion Control Systems

Justification: The geotechnical evaluation for this project identified that on-site soils in certain areas could be corrosive to buried metal pipes. The soils could be classified as severely corrosive to buried metal pipes based on the results of soil resistivity from the lab soil analyses. Due to the corrosive soil conditions, it is recommended to prepare a corrosion assessment report and provide design for corrosion protection of metal pipelines to be constructed for this project.

Design Amendment Value: \$49,990

Construction Cost: Corrosion protection systems have been included in the current cost estimate. This will be adjusted based upon the results of the corrosion assessment report.

ADDITIONAL GEOTECHNICAL EVALUATION

Design Scope of Work: Task 1 – Conduct Physical Survey and Utility Research
Task 2 – Complete Field Borings
Task 3 – Complete Laboratory Testing
Task 4 – Complete Geotechnical Report

Justification: The proposed overflow pipeline from the RP-5 Influent Pump Station to the Emergency Overflow Pond will be constructed approximately 35 feet below grade. Instead of constructing the pipeline by an open trench, it has been proposed to tunnel the pipeline along the west side of the Emergency Storage Basin (ESB), which would result in substantial construction cost savings. Additional borings along the ESB are required to ensure this proposed method of construction is viable. In addition, borings will be conducted at Prado Golf Course for a new pump station and at the northeast corner of RP-5 for organics diversion tanks.

Design Amendment Value: \$68,166

Construction Cost Savings: \$300,000 – Approximate construction cost savings for installing the overflow pipeline through tunneling compared to trenching.

SCHEDULE

To include this amendment in the design, the project design team will require an additional 3 months of design. The project schedule is adjusted below:

RP-5 Expansion Project Schedule	Date
RP-5 Expansion 90% Design	May 2019
RP-5 Expansion Final Design	September 2019
RP-5 Expansion Construction Bid	October 2019
RP-5 Expansion Board Award	March 2020
RP-5 Solids Treatment Facility Construction Completion	March 2023
RP-5 Liquids Treatment Expansion Construction Completion	December 2024

FISCAL IMPACT

The total value of this amendment is \$495,979, with the task breakdown shown in the table below:

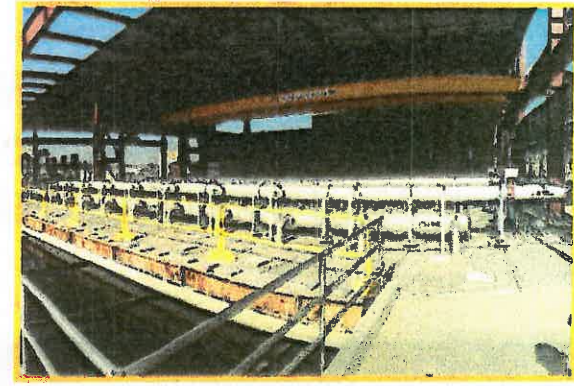
Amendment	Value
Fine Screens Relocation	\$69,442
Increased Digester Capacity	\$180,415
RAS Pump Station Physical Model	\$83,657
Tagging of Existing RP-5 Equipment	\$44,309
Soils Corrosion Analysis	\$49,990
Additional Geotechnical Evaluations	\$68,166
TOTAL	\$495,979

This amendment will increase Parsons' design contract amount from 18,055,231 to \$18,551,210. The amendment value is within the budgeted design contingency. The engineer's construction cost estimate for the 50% design submittal is 283,886,000; however this includes optional additive items (such as UV disinfection), a conservative 20% contingency, and costing to the mid-point of construction. Upon receipt of the engineer's construction cost estimate for the 90% design submittal, the project team will conduct a cost containment workshop to ensure the project maintains the construction budget of \$269,000,000 and the overall combined project budgets for the RP-5 Liquids Treatment Expansion (EN19001) and RP-5 Solids Treatment Facility (EN19006) of \$325,000,000.

Attachment 2

RP-5 Expansion Project Design Contract Amendment

Project Nos. EN19001/EN19006



Shaun J. Stone, P.E.
March 2019

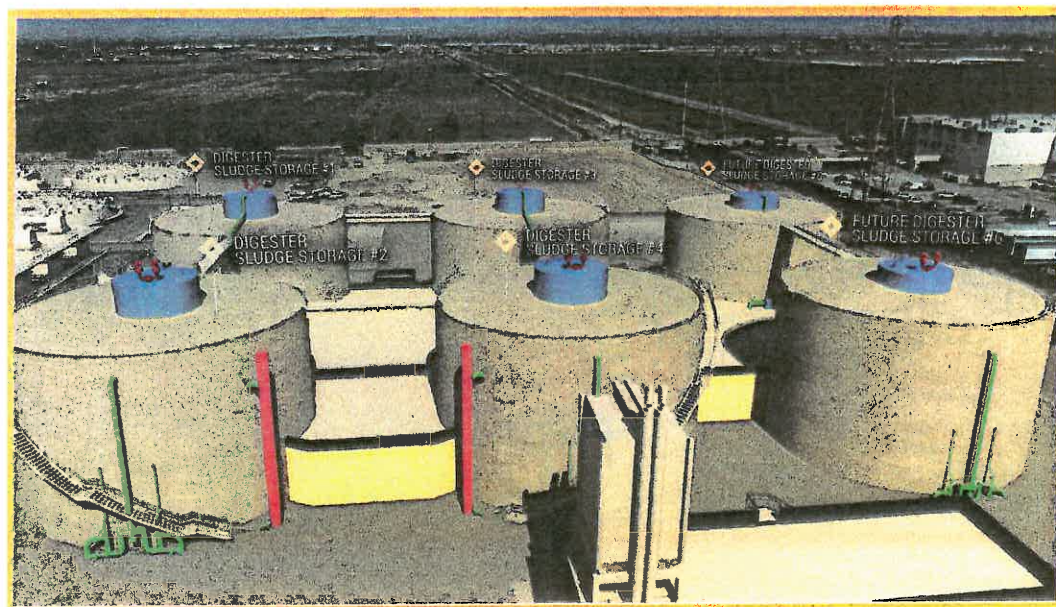
Fine Screens Relocation



RP-5 Headworks

- Scope: Evaluate Feasibility of Relocating Fine Screens Downstream of Grit Removal
- Justification: Improves Long Term Operations and Maintenance
- Amendment Amount: \$69,442

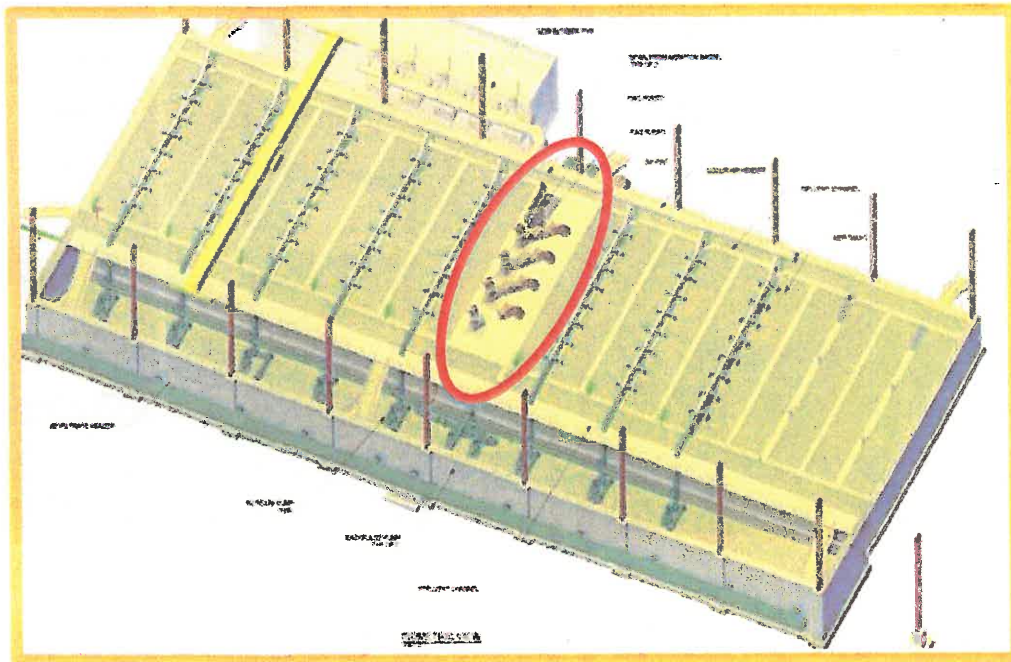
Increased Digester Capacity



RP-5 Digesters

- Scope: Increase Digester Capacity from 1.5 MG to 1.65 MG
- Justification: Provides Operational Flexibility and Allows for Organics Diversion (Future Regulations)
- Amendment Amount: \$180,415

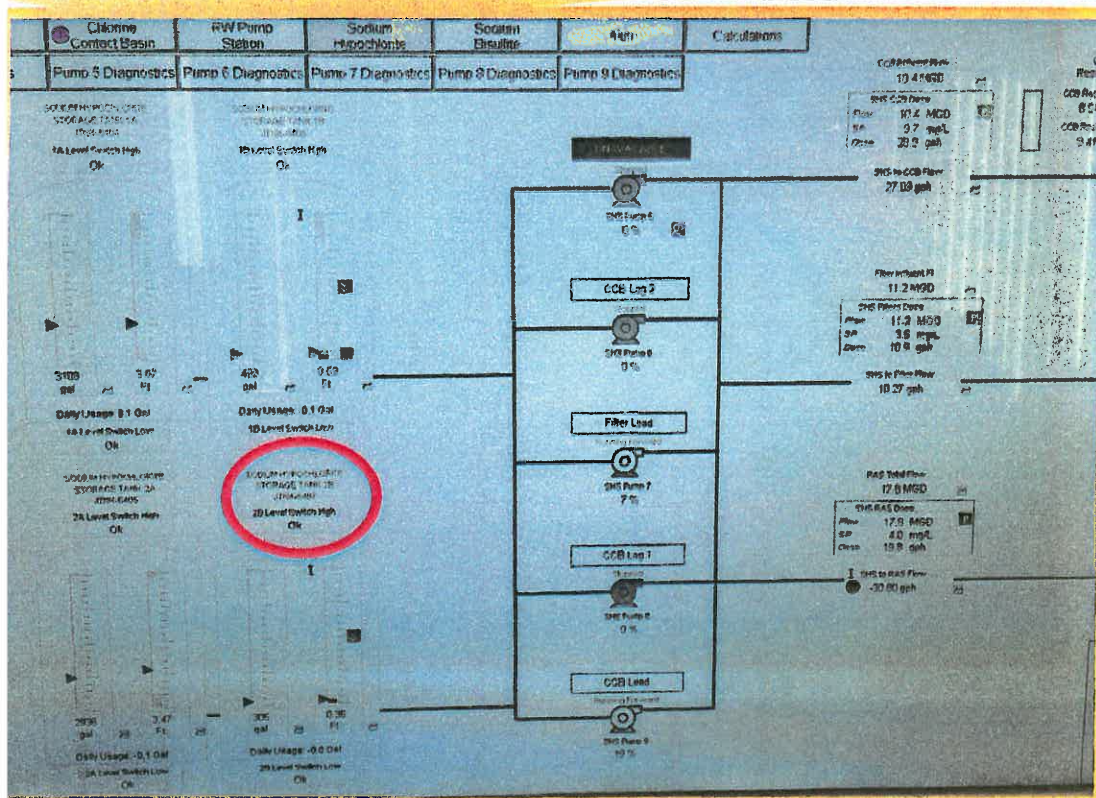
RAS Pump Station Physical Model



Vortex Video

- Scope: Construct Physical Model of RAS Pump Station and Test at Various Flow Rates
- Justification: Ensure Pump Station Hydraulics are Acceptable
- Amendment Amount: \$83,657

Tagging of Existing Equipment



RP-5 SCADA Screen with Old Tagging

- Scope: Tag Existing Equipment with New Tagging Structure
- Justification: RP-5 will have One Cohesive Tagging System Improving Operations and Maintenance
- Amendment Amount: \$44,309

Soils Corrosion Analysis



Example of Extremely Corroded Pipe

- Scope: Provide Design of Corrosion Prevention Systems
- Justification: Geotechnical Report Identified Corrosive Soils at Site
- Amendment Amount: \$49,990

Additional Geotechnical Evaluation



Influent Pump Station Overflow Pipeline Location

- Scope: Provide additional Geotechnical Evaluation for Overflow Pipeline, Prado Golf Course, and Organics Tanks
- Justification: Reduced Construction Cost to Allow Tunneling Versus Trenching
- Amendment Amount: \$68,166

RP-5 Expansion Project Budget & Schedule

Description	Estimated Cost
Design Services	\$26,063,680
Consultant Design Contract	\$18,551,210
Design Amendment Cost	\$495,979 ↑
Other Design Services (3%)	\$7,574,021
Construction Services	\$24,210,000
Engineering Services During Construction (3%)	\$8,070,000
Other Construction Services (6%)	\$16,140,000
Construction	\$269,000,000
Construction (estimate)	\$245,000,000
Contingency (~10%)	\$24,000,000
Total Project Cost:	\$319,273,680
Total Project Budget:	\$325,000,000

Project Milestone	Date
Design	
✔ Consultant Design Contract Award	May 2017
✔ 30% Design Completion	December 2017
✔ 50% Design Completion	July 2018
90% Design Completion	May 2019
Final Design Completion	September 2019
Construction	
Construction Bid Phase	October 2019
Construction Contract Award	March 2020
Solids Facility Completion	March 2023
Liquids Construction Completion	December 2024

Recommendation

- Approve a consulting engineering services contract amendment for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., in the amount of \$495,979; and
- Authorize the Interim General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes.

The RP-5 Liquids Treatment Expansion Project is consistent with **IEUA's Business Goal of Wastewater Management** specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 3



CONTRACT AMENDMENT NUMBER: 4600002042-006
CONSULTING ENGINEERING SERVICES
FOR
RP-5 LIQUIDS TREATMENT SYSTEM EXPANSION,
AND RP-5 SOLIDS TREATMENT FACILITY SERVICES

THIS CONTRACT AMENDMENT SIX is made and entered into this _____ day of _____, 2019, 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 Parsons Water & Infrastructure Inc. with offices located in Pasadena, California (hereinafter referred to as "Consultant") to provide professional design engineering services in support of Projects EN19001 and EN19006 (previously EN16025 and EN16028), and shall herein revise the Contract as amended:

SECTION 6., PAYMENT, INVOICING AND COMPENSATION, IS HEREBY AMENDED TO ADD THE FOLLOWING: Contract value is increased by \$495,979.00 as per SAP Purchase Requisition 10048147, increasing the Contract's total NOT-TO-EXCEED maximum adjusted amount to \$21,038,797.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

PARSONS WATER & INFRASTRUCTURE INC.:

Kirby Brill (Date)
Interim General Manager

Satish Kamath 02/27/19

Satish Kamath, P.E., BCEE (Date)
Vice President, Program Director

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**ACTION
ITEM
1E**



Date: March 20, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager

Committee: Engineering, Operations & Water Resources

03/13/19

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

Subject: Inland Empire Brine Line Lease Capacity Pool Agreement

Executive Summary:

The Santa Ana Watershed Project Authority (SAWPA) and its member agencies including the Inland Empire Utilities Agency (IEUA), Eastern Municipal Water District (EMWD), San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District (WMWD) have received feedback from both existing and new customers that purchasing capacity in the Brine Line is a significant financial challenge for some businesses. Currently, IEUA sells Brine Line capacity at a cost of \$215,000 per capacity unit for 15 gpm instantaneous flow.

The Brine Line Lease Capacity Pool Agreement will allow IEUA to contribute available Brine Line capacity to a "pool" which will be marketed and made available for lease to new or existing customers. The customer would be charged for the lease based on the cost to purchase capacity from SAWPA and Orange County Sanitation Districts at the time of the lease agreement, with an annual adjustment for inflation. Lease revenues will be distributed to capacity pool participants annually based on the capacity contributed to the pool regardless of the customer location within the SAWPA service area. Customers will be subject to all other pretreatment program rules and requirements regardless of capacity lease or purchase.

Staff's Recommendation:

1. Approve the Lease Capacity Pool Agreement between IEUA, EMWD, WMWD, SBVMWD and SAWPA; and
2. Authorize the Interim General Manager to execute the Agreement, subject to non-substantive changes.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

If approved, the annual lease revenue for 50,000 gpd of capacity will increase the Non-Reclaimable Fund by \$46,173 plus capacity and administrative charges.

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The Lease Capacity Pool Agreement is consistent with IEUA's business goal of Fiscal Responsibility and Business Practices by maintaining service rates and fees that support cost of service for IEUA programs and provides regional benefit in an equitable manner within the IEUA service area.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Lease Capacity Pool Agreement

Background

Subject: Inland Empire Brine Line Lease Capacity Pool Agreement

The Santa Ana Watershed Project Authority (SAWPA) and its member agencies Inland Empire Utilities Agency (IEUA), Eastern Municipal Water District (EMWD), San Bernardino Valley Municipal Water District (SBVMWD) and Western Municipal Water District (WMWD) have received feedback from both new customers, and existing customers seeking to increase their wastewater discharge, that the current practice of requiring purchase of treatment and disposal capacity in the Inland Empire Brine Line (Brine Line) is very costly and limiting due to the significant capital investment.

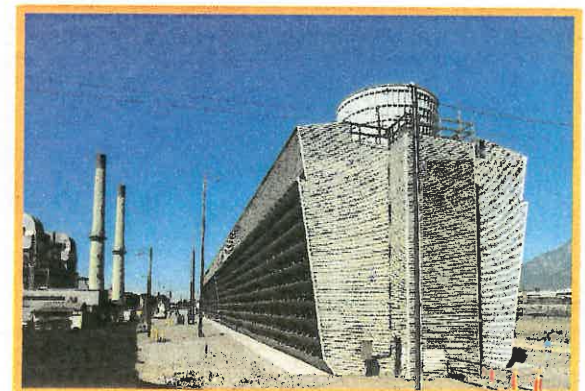
SAWPA is proposing the Brine Line Lease Capacity Pool Agreement as an option for member agencies to offer a long-term lease to customers. IEUA currently sells Brine Line capacity at a cost of \$215,000 per capacity unit for 15 gallons per minute of instantaneous flow. The last two customers to purchase Brine Line capacity were the City of Chino in 2016 and Repet, Inc. in 2012. IEUA currently has 2.33 MGD Pipeline and 0.45 MGD of Treatment and Disposal Capacity available in the Brine Line. In 2014, IEUA implemented a capacity lease provision for the North Non-Reclaimable Wastewater System with the Los Angeles County Sanitation Districts.

Under the proposed Brine Line Lease Capacity Pool Agreement, two agencies (IEUA and WMWD) will each initially commit 50,000 GPD of capacity to the pool. The “Flow” component of the commitment consists of both pipeline and treatment and disposal capacity rights. The initial commitment to the pool shall be for a 5-year term from the effective date of the agreement. An Agency may renew, extend, or increase its commitment of capacity to the “Pool” at any time. An Agency may also withdraw capacity from the “Pool” by providing 90 day advance written notice to SAWPA and the other member agencies but will only be allowed to withdraw capacity from the pool that is uncommitted to a customer. The capacity committed to the pool will be available for lease to any customer located within the SAWPA service area.

Individual agreements between SAWPA and the customers will set the specific terms and conditions for capacity leases. The lessee shall pay the monthly lease charge directly to SAWPA. The lease rate will be set by Brine Line rates and charges that are effective at the time the lease is executed. The lease rate will escalate annually based on the Consumer Price Index All-Urban (CPI-U) for Los Angeles/Riverside/Orange Counties. In the event the CPI-U decreases, the lease rate will remain unchanged. If the discharge during any month exceeds the amount leased for flow, BOD or TSS, a surcharge for the month will be applied based on the maximum daily use. All lease revenues will be pooled and distributed annually upon completion of the Fiscal Year, to capacity pool contributors based on the proportional amount contributed.

The lessee will pay to the Agency within which it operates and discharges, the rates established by that Agency including any administrative charges. The rates will also include SAWPA’s O&M charges for flow, BOD, TSS, Fixed Pipeline and Treatment & Disposal, and any associated permit fees. For example, if IEUA’s initial commitment of 50,000 gpd to the Pool is fully utilized by a lessee, at the current rates the annual net revenue to IEUA will be \$46,173 plus capacity and administrative charges.

Inland Empire Brine Line Lease Capacity Pool Agreement



Lease Capacity Pool Agreement

- SAWPA Member Agencies
 - IEUA
 - EMWD
 - SBVMWD
 - WMWD
- Alternative to purchasing capacity
- Available to both new and existing customers
- Available throughout SAWPA service area
- Lease option already available on North NRWS



How it Works

- Member Agencies contribute both Pipeline and Treatment capacity to a “Lease Pool”
 - 50,000 gpd
 - 5-year term
 - Provisions for future capacity contributions and withdrawals
- Lease agreement between SAWPA and customer
- Lease revenues managed by SAWPA distributed annually
- Monthly rates and fees collected by Agency



Benefits of Lease Agreement

- IEUA has available Brine Line Capacity
 - 2.33 MGD Pipeline
 - 0.45 MGD Treatment and Disposal
- Additional revenue source
- Opportunity to market Brine Line
- More viable option for new customers
- Aligns with North NRWS program



Recommendation

1. Approve the Inland Empire Brine Line Lease Capacity Pool Agreement between IEUA, EMWD, SBVMWD, WMWD and SAWPA; and
2. Authorize the Interim General Manager to execute the Agreement, subject to non-substantive changes.

The Brine Line Lease Capacity Pool Agreement is consistent with the Agency's Business Goal of Fiscal Responsibility and Business Practices.

AGREEMENT BETWEEN
SANTA ANA WATERSHED PROJECT AUTHORITY (SAWPA)
AND
EASTERN MUNICIPAL WATER DISTRICT (EMWD)
INLAND EMPIRE UTILITIES AGENCY (IEUA)
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (SBVMWD)
WESTERN MUNICIPAL WATER DISTRICT (WMWD)
FOR THE CREATION OF A LEASE CAPACITY POOL FOR
THE INLAND EMPIRE BRINE LINE

This Agreement is made this ___th day of _____ 2019 between SAWPA and EMWD, IEUA, SBVMWD, and WMWD (the Agencies). SAWPA and the Agencies are individually and collectively referred to as the Party and Parties respectively.

RECITALS

- A. The Inland Empire Brine Line is a wastewater pipeline conveyance system constructed for the transmission of non-reclaimable wastewater. The pipeline extends from the Orange County line into the Upper Santa Ana River Watershed. At the Orange County line, it connects to the Orange County Sanitation District's (OCSD's) Santa Ana River Interceptor (SARI), which conveys wastewater to OCSD's treatment plant in Huntington Beach. SAWPA owns and operates the Inland Empire Brine Line, and Member Agencies and other agencies in the upper watershed (hereafter referred to as the "Agency" or "Agencies" own 30 million gallons per day (MGD) of pipeline capacity right in the SARI as defined in various agreements.
- B. Agencies in the upper watershed also own a treatment and disposal capacity right of 17 MGD and there is an ability to purchase up to 30 MGD in certain wastewater treatment and disposal facilities owned by OCSD. This treatment and disposal right, and the pipeline capacity right referred to in Recital A above, are subject to certain payment obligations and other terms and conditions as defined in the Treatment and Disposal Capacity Agreement with OCSD dated July 24, 1996 (1996 Agreement) that is administered by SAWPA and paid by the Agencies in the upper watershed.
- C. Through the 1996 Agreement SAWPA has purchased 17 MGD of treatment and disposal capacity right from OCSD and in turn sold this capacity right to Agencies in the upper watershed. Flow and water quality are defined components of the purchase based upon the maximum flow rate (Million Gallons per Day, MGD) and strength of Biochemical Oxygen Demand (BOD) (measured as BOD5) and Total Suspended Solids (TSS) presented as milligrams per liter (mg/l) and pounds per day (lbs/day). Amendment No. 1 to the 1996 Agreement further defines the SAWPA owned treatment and disposal capacity right as 20,834 lbs/day BOD5 and 19,832 lbs/day TSS.

- D. The Agencies utilize pipeline capacity and treatment and disposal capacity rights for individual dischargers in their service areas. Use of the capacity requires that the discharger obtain a discharge permit from the Agency, as well. Individual dischargers are not allowed to transfer or assign capacity to others.
- E. As of April 2018, actual flows are approximately 11 MGD, leaving 6 MGD of unused volumetric treatment capacity. Similarly, BOD5 and TSS actual discharges are approximately 3,121 and 7,261 pounds per day respectively leaving 17,713 and 12,571 pounds per day of unused capacity. Industrial and commercial businesses that could potentially connect to the Brine Line as new customers, or existing customers seeking to increase their flows, have expressed that the current practice of requiring purchase of treatment and disposal capacity is very costly and limiting due to the need for a significant capital investment prior to connection to the Brine Line or prior to an increase in flow rate. An option such as a long-term lease would be desirable.
- F. SAWPA has adopted policies or resolutions addressing the authority of each Agency to manage allocation and reallocation of capacity among dischargers within that Agency's service area, and describing the SAWPA role during transfers of capacity among the Agencies, requiring that SAWPA be informed of all capacity transfers so that a comprehensive record of allocation is maintained, and establishing unit prices for capacity, including for lease purposes.
- G. The purpose of this Agreement is to create an additional option for Agencies to offer a long-term lease option for pipeline capacity and treatment and disposal capacity to their customers, if they choose.
- H. Individual agreements between SAWPA and dischargers will set the specific terms and conditions for capacity leases. Individual discharge agreements shall be consistent with this Agreement and approved by the SAWPA Commission.
- I. The 1991 Memorandum of Understanding between SAWPA and OCSD Governing Quality Control of Wastewaters Discharged continues to define the pretreatment program roles and responsibilities for SAWPA and OCSD. SAWPA's Ordinance No. 8, or successors thereto, defines the discharge permitting requirements and process that applies to all dischargers to the Brine Line.

NOW THEREFORE, SAWPA and the Agencies in consideration of the mutual promises contained in this Agreement do hereby covenant and agree as follows:

1. A long-term "Lease Capacity Pool" is hereby created to make available pipeline and treatment and disposal capacity rights. The Agencies agree to provide pipeline and treatment and disposal capacity rights for leasing by SAWPA in separate follow-on agreements with dischargers. This Agreement will not impact an Agency's ability to purchase treatment and disposal capacity nor

to allocate or transfer any capacity that is not allocated to the lease capacity pool according to existing policies and procedures.

- 2. The following initial commitments are made by the Agencies to the Capacity Pool. The "Flow" component of the commitment addresses both pipeline and treatment and disposal capacity rights. Increases to the initial commitment can be made by any Agency at any time per Section 9 below. An Agency may request to withdraw capacity from the pool by providing the Parties 90 days written notice, and if the capacity is not subject to an agreement with a discharger, SAWPA will return the capacity, adjust the formula distributing proceeds and make any other changes necessary. SAWPA will maintain a record of increases, withdrawals and leased capacity.

Initial Commitment

Agency	Lease Pool		
	Flow (gpd)	BOD mg/l (lbs/day)	TSS mg/l(lbs/day)
EMWD	0	0	0
IEUA	50,000	250 (104.25)	250 (104.25)
SBVMWD	0	0	0
WMWD	50,000	250 (104.25)	250 (104.25)
TOTAL	100,000	250 (208.5)	250 (208.5)

- 3. Leasing.
 - a. The Lease Capacity Pool. Agencies may commit a specific amount of capacity right for lease. The initial commitment to the pool shall be for a five-year term from the effective date of this Agreement. An Agency may renew or extend its commitment at any time. If an Agency intends not to renew or extend a commitment of capacity to the Lease Pool, it will provide SAWPA notice to that effect not less than 90 days prior to the expiration of the then-current term of the commitment. SAWPA will provide notification to the Agency of the forthcoming expiration date prior to the start of the 90 day period. Upon completion of the 90-day period and expiration of the commitment, control of the capacity will revert back to the Agency. The pooled capacity will be marketed and made available to new dischargers or existing dischargers needing additional capacity. A lease agreement between SAWPA and the lessee/discharger must be approved by the SAWPA Commission to establish the terms and conditions of the capacity lease. Lessees will be charged for the capacity lease per Section 3.b.ii. below. All lease revenues will be pooled and distributed annually upon completion of the Fiscal Year, to capacity pool contributors based on the proportional amount contributed. The Parties expect that, if demand for leased capacity is strong, the pool may be expanded in increments. SAWPA will notify the Parties when an additional contribution to the capacity pool is needed. It is the desire of the Parties to contribute to the capacity pool equally thereby lease revenues will be distributed equally among the Parties. If an Agency elects not to

contribute equally to the capacity pool their proportionate share of lease revenues will be proportionate to their pool share. It is anticipated that up to 4 MGD may be made available to customers from the Lease Pool.

- b. Lease Agreement Terms. In executing leases of capacity, SAWPA will adhere to the following provisions.
- i. The lessee shall pay a Monthly Lease Charge to SAWPA and Brine Line Rates to the Agency within which the lessee operates and discharges.
 - ii. Monthly Lease Charge. The Monthly Lease Charge will apply the lease rate to the quantity leased or used, whichever is greater. The lease rate will be set by the lease agreement in accordance with the SAWPA resolution establishing Brine Line rates and charges that is effective at the time the lease is executed. The lease agreement will provide that the lease rate will escalate annually based on the Consumer Price Index All-Urban (CPI-U) for Los Angeles/Riverside/Orange Counties. In the event the CPI-U decreases, the lease rate will remain unchanged. If the discharge during any month exceeds the amount leased for flow, BOD, or TSS, a surcharge for the month will be applied based on the maximum daily use. If a surcharge is applied for three consecutive months, the lessee shall be required to modify the agreement increasing the capacity leased. The surcharge will be based on the unit lease prices (flow, BOD, TSS) applied for the entire month. Flow will be based on the actual daily flow information. BOD and TSS will be based on the average of samples taken during the previous 12 month period. In the event of missing data, an average value will be used as determined by SAWPA. Failure to pay the Monthly Lease Charge shall result in the termination of the lease agreement.
 - iii. Brine Line Rates. The lessee, as a discharger, will pay to the Agency within which it operates and discharges, the rates established by that Agency for brine line discharges, including any administrative surcharges that Agency normally charges other dischargers. These Brine Line Rates will include SAWPA's O&M Charges for Flow, BOD, TSS, Fixed Pipeline, Fixed Treatment & Disposal, and Permit Fees, and will be invoiced by the Agency within which the lessee operates.
 - iv. The lease agreement will assign the responsibilities for operating and maintaining the flow meter for the lessee's discharge.
 - v. Lease term may not exceed the end date for the capacity pool.
 - vi. Lease renewal is allowable if there is sufficient pool capacity available.
 - vii. Service to lessees will be interruptible the same as for other users for O&M activities or in the event of an emergency as allowed by SAWPA's Ordinance No. 8.
 - viii. For each new lease agreement, SAWPA will evaluate site specific system capacity issues that may affect permitting of the lessee's discharge.

4. **Billing.**
 - a. **Brine Line Rates.** O&M charges, as established from time to time by SAWPA for Flow, BOD, TSS, Fixed Pipe, Fixed Treatment & Disposal, and Permit Fees, will be invoiced by SAWPA to the Agency in which the lessee operates. An Agency that contributes capacity that is leased to a discharger outside their service boundaries will not be invoiced for the Fixed Pipe and Fixed Treatment and Disposal charges for their proportionate share contributed to the discharger. Agencies will invoice lessees who discharge in their service area for their Agency Brine Line Rates.
 - b. **Lease Payments.** SAWPA will invoice the lessee for the Monthly Lease Charge based upon the terms and conditions contained in the lease agreement between SAWPA and the discharger. The lessee will be required to provide to SAWPA a deposit in advance of the discharge permit being issued. The deposit will be the sum of the first Monthly Lease Charge based on leased capacity plus an estimate of the monthly O&M charge.
5. Lessees shall be required to comply with SAWPA Ordinance No. 8, and the applicable Agency Ordinance and any successors thereto, including the requirement for provision of a flow meter installed per the manufacturer's recommendations. A discharge permit is required, and this Agreement does not modify any permit processes or requirements. Draft lease agreements may be processed concurrently with permit applications, but in no case will a permit or permit amendment be issued without a sufficient capacity lease agreement completed and in place.
6. Rights and Responsibilities of Orange County Sanitation District are retained. The parties to this Agreement understand and agree that OCSD retains its rights and responsibilities as defined in the 1991 MOU and 1996 Agreement. This Agreement in no way diminishes the effectiveness or reduces the scope of the 1991 MOU and 1996 Agreement.
7. **Term of OCSD Capacity Agreements.** The pool and associated agreements with dischargers shall not extend beyond the term of SAWPA's agreement with OCSD, currently April 12, 2046 per the 1996 Agreement.
8. **Amendments and Modifications.** The terms of this Agreement may only be amended or modified in writing when executed by all of the signatories hereto. SAWPA and the Agencies shall review and amend this Agreement as necessary at least once every five years from the effective date or if requested by one of the Parties.
9. **Adding Capacity to the Pool.** An Agency may offer to add capacity to the pool by delivering to SAWPA a board resolution to that effect. The notification shall specify the flow rate and water quality (pounds of BOD per day, pounds of TSS per day) being added. SAWPA shall accept the

offer to increase the pool if there is foreseeable demand, and subject to the ultimate limits of the total capacity purchased from OCSD. SAWPA shall maintain a record of changes to the capacity pool.

10. This Agreement will remain in effect unless terminated by SAWPA or by all of the Agencies. Once the first follow-on agreement between SAWPA and a discharger is executed, this Agreement may only be terminated upon the expiration of all follow-on agreements. An Agency may withdraw from this Agreement by providing 90 days advance written notice to SAWPA and to the other Agencies, but will only be allowed to withdraw capacity from the pool that is uncommitted to a discharger.
11. Notice. Except as otherwise provided herein, all notices and other communications required or permitted hereunder shall be in writing, and shall be delivered in person, by E-mail, or sent by certified mail, return receipt requested, and shall be deemed received upon actual receipt or 72 hours after deposit in the mail of the United States Postal Service, postage prepaid and addressed as follows:

To SAWPA:

Santa Ana Watershed Project Authority (SAWPA)
Attention: General Manager
11615 Sterling Ave.
Riverside, CA 92503
(951) 354-4220

To Agencies:

Eastern Municipal Water District
Attention: General Manager
2270 Trumble Road
Perris, CA 92570

Inland Empire Utilities Agency
Attention: General Manager
6075 Kimball Avenue
Chino, CA 91708

San Bernardino Valley MWD
Attention: General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

Western Municipal Water District
Attention: General Manager
14205 Meridian Parkway
Riverside, CA 92518

In witness whereof, SAWPA and the Agencies have executed this Agreement as of the day and year first above written:

Eastern Municipal Water District

By: _____
Name: _____
Title: _____
Date: _____

Inland Empire Utilities Agency

By: _____
Name: _____
Title: _____
Date: _____

San Bernardino Valley Municipal Water District

By: _____
Name: _____
Title: _____
Date: _____

Western Municipal Water District

By: _____
Name: _____
Title: _____
Date: _____

SAWPA

By: _____
Name: _____
Title: _____
Date: _____

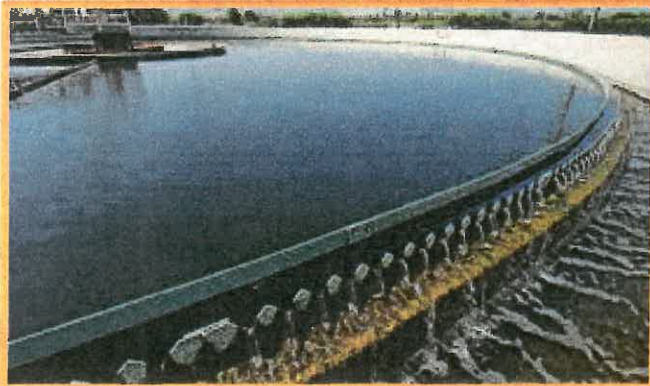
Final, December 18, 2018

INFORMATION

ITEM

2A

Asset Management Program Update

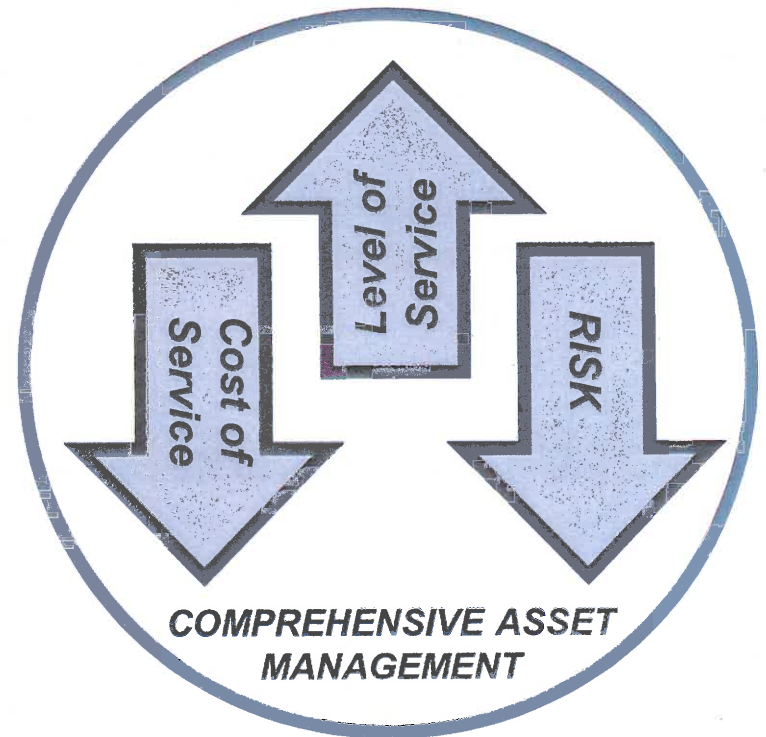


What is Asset Management (AM)?

Definition

Asset Management is an integrated set of processes that minimize the lifecycle costs of owning, operating, and maintaining assets, at an acceptable level of risk, while continuously delivering established levels of service now and for the future.

*Doing the **right projects**, at the **right cost**, at the **right time**.*



Effective Asset Management Consistent with its Business Goals

- Fund operations and capital investments by maintaining reasonable service rates and fees that fully support the costs of service. (Fiscal Responsibility)
- Plan for multi-year budgets and rate requirements in support of maintaining fiscal stability for IEUA and the member agencies. (Fiscal Responsibility)
- 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. (Business Practices)
- Ensure that Agency systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements. (Wastewater Management)

Business Goals

For any organization to remain relevant and effective, its ability to adapt and prepare for change is essential. As illustrated below, the re-identified IEUA Business Goals encompass key objectives which must be met in order to succeed and drive our work. It is our vision that current and future goals of the Agency and region are stated herein. The IEUA Business Goals were adopted by the IEUA Board of Directors on December 21, 2016.

Mission Statement

Inland Empire Utilities Agency is committed to serving the needs of the region by providing essential services in a regionally planned and coordinated manner while safeguarding public health, protecting the environment, and protecting the environment.

Key areas of service

- Delivering and supplying improved water
- Collecting and treating wastewater
- Producing high quality renewable products such as recycled water, compost, and energy
- Promoting sustainable use of groundwater and development of local water supplies

Vision

To become a world class leader in water management and environmental stewardship, including water quality, water use efficiency, recycled water, and renewable energy, in order to enhance and preserve the quality of life throughout the region.

Values

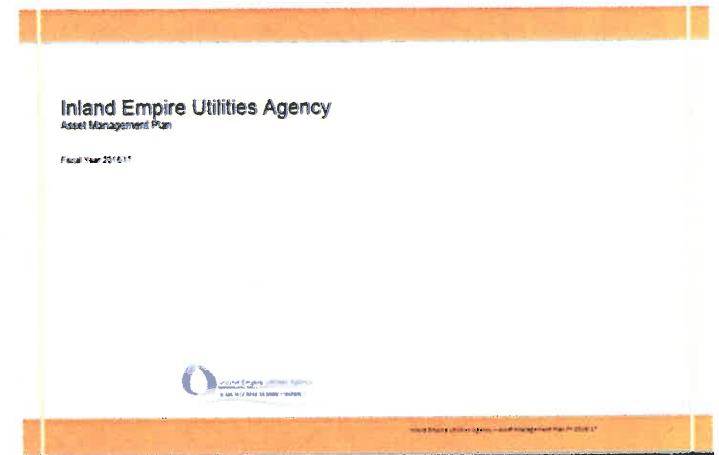
Leading the way! Planning for the future! Embracing the resources of the communities we serve. The Inland Empire Utilities Agency is:

- Committed to upholding ethical, social, responsible, management and environmental stewardship principles in all aspects of business and organizational conduct.
- Working with integrity as one team, while celebrating the regional diversity.
- Standing in the forefront of the industry through education, innovation, efficiency and creativity.



Agency Completed Asset Management Program Elements

- Asset Management Plan Completed in FY 2016/17
 - Inventory of assets
 - Preliminary condition assessments
 - Advanced monitoring of selected equipment
 - Preliminary standardization of select equipment
- Criticality Assessment (Risk)
 - San Bernardino Lift Station
- AM Gap Assessment and Road Map - Current



AM Road Map to Achieve Agency Business Goals

- Develop the AM policy (including vision, mission, goals & objectives) for Board endorsement
- Complete the AM maturity assessment, AM roadmap of improvement initiatives and implementation strategy
- Present the outcomes of above with initial resourcing needs for Board approval





QUESTIONS

INFORMATION
ITEM
2B



Date: March 20, 2019

To: The Honorable Board of Directors

From: Kirby Brill, Interim General Manager *KB*

Committee: Finance & Administration

03/13/19

Engineering, Operations & Water Resources

03/13/19

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

Subject: Proposed Ten Year Capital Improvement Plan (TYCIP) Fiscal Years 2019/20-2028/29

Executive Summary:

Pursuant to the Regional Sewage Service Contract, an annual forecast of capital projects planned over the next ten years, the Ten Year Capital Improvement Plan (TYCIP), is submitted to the Regional Technical and Policy Committees and IEUA Board of Directors for approval. The proposed TYCIP of approximately \$924 million identifies projects planned for fiscal years (FYs) 2019/20 - 2028/29 along with respective budget and projected funding sources. Based on current and conservative assumptions, approximately 46% will be funded on a pay-go basis, 49% with new debt issuance, and the remaining balance with grant proceeds.

As one of the Agency's long-term planning documents, the TYCIP is instrumental in identifying necessary improvements and expansion of existing facilities, major asset replacement and rehabilitation (R&R), and major capital equipment purchases to meet current and future service demands. Capital projects in the Regional Wastewater and Recycled Water programs account for nearly 90% of the \$924 million, with about 80%, or \$635 million, scheduled within the first 5 years (FYs 2020-2024). Major projects in the proposed TYCIP include: Regional Water Recycling Facility No. 5 (RP-5) Expansion, RP-1 Rehabilitation and Improvement, recycled water intertie connections to the City of Pomona and Jurupa Community Services District, and rehabilitation and repair of critical assets including the Philadelphia Lift Station.

Staff's Recommendation:

This is an informational item.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On June 20, 2018, the IEUA Board of Directors adopted the FY 2018/19 Budget Amendment to the FYs 2017/18 - 2026/27 TYCIP.

Environmental Determination:

Not Applicable

Business Goal:

The proposed TYCIP for FYs 2019/20 - 2028/29 is consistent with the IEUA Business Goals of Fiscal Responsibility, Water Reliability, Wastewater Management, Environmental Stewardship, and Business Practices.

Attachments:

- Attachment 1 - Background
- Attachment 2 - List of Projects
- Attachment 3 - Powerpoint

Background

Subject: Proposed Ten Year Capital Improvement Plan (TYCIP) for FYs 2019/20 – 2028/29

Presented is a preliminary overview of the Agency's proposed Ten Year Capital Improvement Plan for fiscal years (FYs) 2019/20 - 2028/29 (2020 TYCIP). The proposed 2020 TYCIP will be presented to the Regional Technical and Regional Policy Committees on March 28, 2019 and April 4, 2019, respectively.

FYs 2020 – 2029 Proposed Ten Year Capital Improvement Plan (2020 TYCIP)

The purpose of the capital improvement plan is to catalog and schedule capital improvement projects over a multi-year period to effectively and efficiently meet the service needs of the region, comply with statutory requirements, and appropriately maintain Agency assets. Each year, pursuant to the Regional Sewage Service Contract (Regional Contract), member agencies provide a ten-year forecast of expected growth in their area. The member agencies forecast, presented to the Board of Directors on October 2018, estimated over 52,000 new connections over the next ten years, with approximately 60% of those new connections anticipated in the southern portion of the Agency's service area. The Agency prepares a ten-year forecast of capacity demands and identifies capital projects needed to meet the service demand from future growth. The TYCIP is updated annually and presented to the Regional Technical and Policy Committees for review and comment.

The rehabilitation, replacement, improvement, and expansion of the Agency's facilities continue to be the key drivers for the proposed FY 2020 TYCIP. These drivers are consistent with the Agency's long-term planning documents approved by the Board of Directors, amongst them:

- 2015 Wastewater Facilities Master Plan
- 2015 Recycled Water Program Strategy Update
- 2015 Energy Management Plan
- 2015 Regional Water Use Efficiency Business Plan
- 2016 Integrated Water Resources Plan

The proposed FY 2020 TYCIP of \$924 million is higher than the current 2019 TYCIP of \$715 million by approximately \$209 million. The primary drivers for the increase are the RP-1 Capacity Recovery project which is slated to begin construction in 2029, and the recycled water interties to the City of Pomona and Jurupa Community Services District (JCSD). Regional Capital projects in the Regional Wastewater and Recycled Water programs account for nearly 90% of the \$924 million, with about 80%, or \$635 million, scheduled within the first 5 years (FYs 2020-2024). The capital improvement plan includes both capital and operational and maintenance projects but only capital are shown by fund in Table 1 below.

Table 1: Proposed TYCIP Projects by Fund

Fund (\$Millions)	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25 through FY 2028/29	TOTAL
Wastewater Capital*	\$25.3	\$102.6	\$125.7	\$66.3	\$36.0	\$158.6	\$514.4
Wastewater Operations**	28.8	22.7	10.9	8.1	3.9	31.8	106.2
Recycled Water	18.7	23.8	16.3	23.3	44.0	78.3	204.4
Non-Reclaimable Wastewater	8.9	14.0	0.6	0.7	0.8	5.7	30.8
Water Resources	3.0	7.8	6.1	3	8	0.0	28.0
Recharge Water	5.0	13.2	0.3	0.5	0.8	6.8	26.5
Admin Services	2.3	1.2	0.6	0.7	1.0	7.7	13.6
Total	\$91.8	\$185.5	\$160.5	\$102.6	\$94.5	\$289.0	\$923.9

*Regional Wastewater Capital Improvement Fund

**Regional Wastewater Operations & Maintenance Fund

+/- Total may not add due to rounding

The RP-1 Capacity Recovery project and improvements to the regional recycled water system are expected to increase the capital improvement plan to \$211 million by 2030. As summarized in Table 2, eight major capital projects account for nearly 68%, or \$896 million, of the \$1.3 billion million planned over the next 15 years.

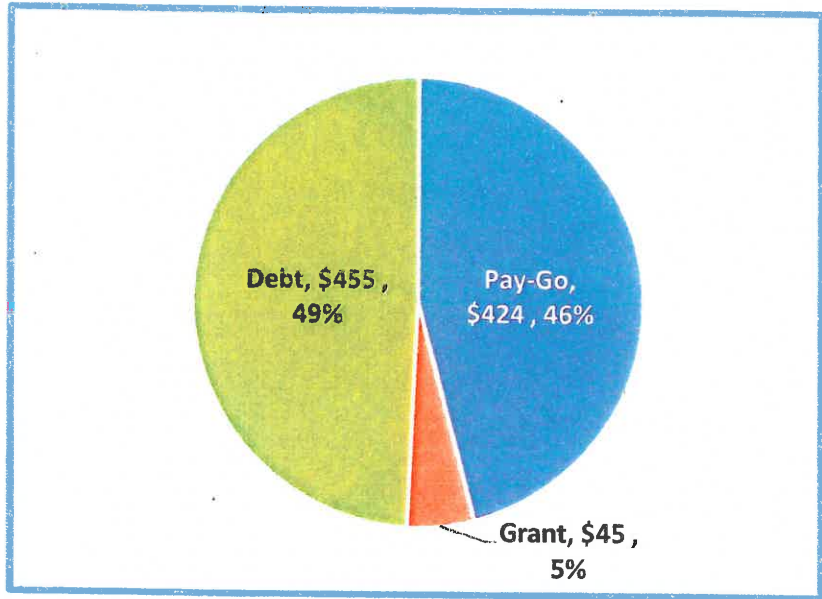
Table 2: Major Capital Projects

Description	FYs 2020-2029				TOTAL COST \$ Millions
	16/20	21/25	26/30	31/35	
RP-5 Solids Treatment Facility					\$ 162
RP-5 Expansion to 30 mgd					\$ 157
RP-4 Expansion					\$ 14
RP-1 Capacity Recovery					\$ 347
RP-1 Advanced Water Treatment					\$ 80
RP-4 Improvement					\$ 5
Intertie - Pomona & JCSD					\$ 112
Philadelphia Lift Station					\$ 19
Total					\$ 896

These major projects are needed to meet the anticipated growth in the Agency's service area, replacement and rehabilitation (R&R) of aging facilities and infrastructure, and sustainment of water quality in the region. Funding for these major projects is shared by the Regional Wastewater Capital Improvement (Wastewater Capital), the Regional Wastewater Operations & Maintenance (Wastewater Operations), Recycled Water (WC), and Non-Reclaimable Wastewater (NC) funds.

Based on current and conservative assumptions, the proposed TYCIP is funded on a pay-go basis, new debt, and grants as shown in Figure 1.

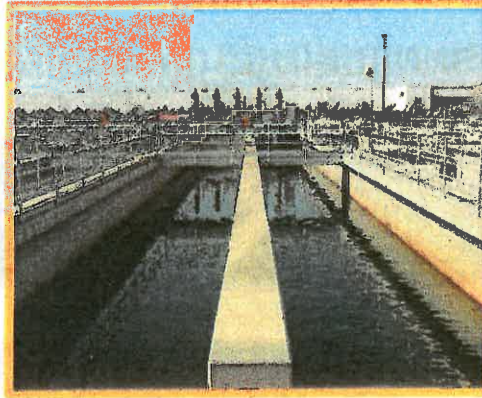
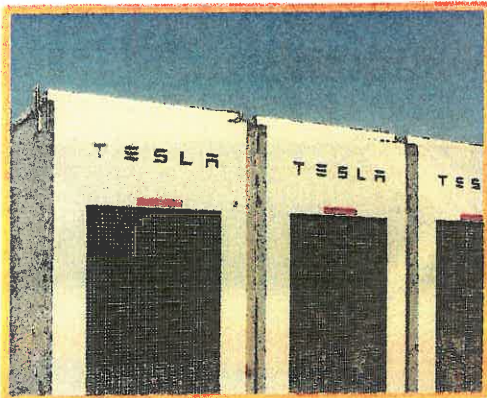
**Figure 1: Estimated Funding Sources
(\$ Million)**



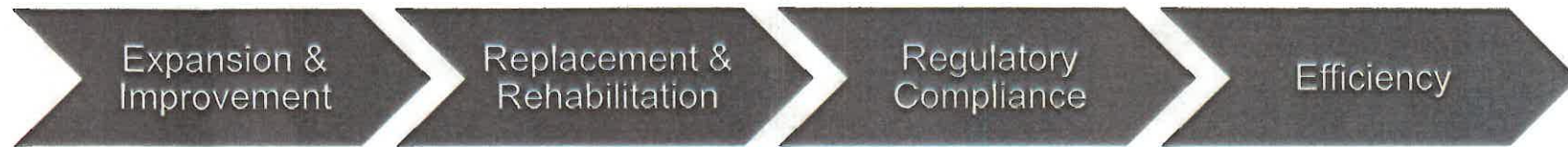
2019/20 TYCIP List of Projects												
Project No.	Name	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	10 Years
EN19006	RP-5 SHF	8,000,000	65,000,000	69,000,000	13,000,000	200,000	-	-	-	-	-	155,200,000
EN19001	RP-5 Expansion to 30 mgd	3,000,000	25,000,000	45,000,000	45,000,000	29,000,000	2,700,000	-	-	-	-	149,700,000
EN16060	RW Connections to City of Pomona	2,000,000	3,000,000	3,000,000	18,000,000	40,000,000	10,500,000	3,500,000	-	-	-	80,000,000
EN22006	RC Asset Management	-	-	3,000,000	3,000,000	3,000,000	8,400,000	9,800,000	11,000,000	12,500,000	15,000,000	65,700,000
EN24001	RP-1 Liquid Treatment Capacity Recovery	100,000	-	-	-	-	-	-	2,500,000	4,750,000	57,000,000	64,350,000
EN22009	WC Asset Management	-	-	500,000	1,000,000	2,000,000	3,000,000	5,000,000	7,000,000	8,900,000	11,000,000	38,400,000
EN16065	RW Connections to JCSD	1,000,000	18,500,000	11,800,000	-	-	-	-	-	-	-	31,300,000
EN17006	CCWRF Assets Management and Improvement	4,000,000	7,500,000	500,000	2,000,000	2,000,000	2,000,000	6,000,000	-	-	-	24,000,000
PL26001	RP-1 Advanced Water Treatment Facility	-	-	-	-	-	-	-	2,000,000	6,000,000	12,000,000	20,000,000
EN23002	Philadelphia Lift Station Force Main Imp	5,000,000	13,500,000	-	-	-	-	-	-	-	-	18,500,000
EN24002	RP-1 Solids Treatment Expansion	100,000	-	-	-	-	-	-	750,000	1,250,000	14,000,000	16,100,000
PL19005	Chino Basin Project	3,000,000	6,850,000	5,150,000	-	-	-	-	-	-	-	15,000,000
RW15003	Recharge Master Plan Update Projects	5,000,000	9,750,000	40,041	-	-	-	-	-	-	-	14,790,041
PL20001	SARCCUP Placeholder for Chino Basin Pipeline	-	1,000,000	1,000,000	3,000,000	8,000,000	-	-	-	-	-	13,000,000
EN26024	2025-2030 Recycled Water Projects	-	-	-	-	-	-	4,000,000	4,000,000	4,000,000	-	12,000,000
EN17082	RP-1 Mechanical Restoration and Upgrades	8,855,000	1,000,000	-	-	-	-	-	-	-	-	9,855,000
EN26023	1299 Pressure Zone Pipeline Capacity Upg	-	-	-	-	-	-	1,000,000	6,000,000	2,000,000	-	9,000,000
EN13016	SCADA Enterprise System	2,000,000	3,500,000	3,000,000	-	-	-	-	-	-	-	8,500,000
EN22008	GWR Asset Management	-	-	250,000	500,000	750,000	1,000,000	1,250,000	1,450,000	1,450,000	1,650,000	8,300,000
EN20057	RP-4 Process Improvements Phase II	-	-	1,000,000	5,300,000	2,000,000	-	-	-	-	-	8,300,000
EN11039	RP-1 Disinfection Pump Improvements	-	-	4,819,000	2,410,000	254,000	-	-	-	-	-	7,483,000
EN17043	RP4 Primary Clarifier Rehab	1,150,000	5,200,000	780,000	-	-	-	-	-	-	-	7,130,000
EN22010	GG Asset Management	-	-	150,000	300,000	600,000	800,000	1,000,000	1,200,000	1,400,000	1,600,000	7,050,000
EP21003	South Major Facilities Repair/Replacement	-	636,540	655,636	675,305	695,564	716,431	737,924	760,062	782,864	806,350	6,466,676
EN09007	1630 E Pipeline Seg B & 1630 E Reservoir	-	-	-	-	-	-	1,000,000	2,400,000	3,000,000	-	6,400,000
EN17110	RP-4 Process Improvements	1,950,000	1,050,000	3,150,000	-	-	-	-	-	-	-	6,150,000
EN22005	RO Asset Management	-	-	400,000	500,000	600,000	700,000	800,000	900,000	1,000,000	1,100,000	6,000,000
EN22007	NRW Asset Management	-	-	400,000	500,000	600,000	700,000	800,000	900,000	1,000,000	1,100,000	6,000,000
EN20056	RSS Haven Avenue Repair & Replace from Airp	2,000,000	4,000,000	-	-	-	-	-	-	-	-	6,000,000
EN17049	Baseline RWPL Extension	5,730,000	-	-	-	-	-	-	-	-	-	5,730,000
EP21002	North Major Facilities Repair/Replacement	-	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	600,000	5,400,000
EN17032	RP-4 Outfall Repair from Mission Blvd to	-	-	1,000,000	4,000,000	-	-	-	-	-	-	5,000,000
EN18006	RP-1 Flare Improvements	5,000,000	-	-	-	-	-	-	-	-	-	5,000,000
EN20015	Collection System Upgrades 19/20	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	5,000,000
EN14042	RP-1 1158 RWPS Upgrades	4,671,728	-	-	-	-	-	-	-	-	-	4,671,728
EN16011	Whispering Lakes Pump Station Rehab	-	-	-	-	-	4,500,000	-	-	-	-	4,500,000
EN17042	Digester 6 and 7 Roof Repairs	1,500,000	2,800,000	-	-	-	-	-	-	-	-	4,300,000
EN19025	Montclair and San Bernardino Force Main	1,050,000	3,000,000	-	-	-	-	-	-	-	-	4,050,000
PL19001	Purchase Existing Solar Installation	-	-	-	-	-	3,500,000	-	-	-	-	3,500,000
RW15004	Lower Day Basin RMPU Improvements	-	3,404,044	-	-	-	-	-	-	-	-	3,404,044
EN18025	RP-1 Secondary System Rehabilitation	-	1,200,000	1,000,000	1,000,000	-	-	-	-	-	-	3,200,000
EN19003	RP-1 Outfall Parallel Line	-	-	-	230,000	1,925,000	960,000	-	-	-	-	3,115,000
EN19010	RP-4 Influent Screen Replacement	2,850,000	-	-	-	-	-	-	-	-	-	2,850,000
EN15012	RP-1 Primary Effluent Conveyance Improve	2,660,000	-	-	-	-	-	-	-	-	-	2,660,000
EN19009	RP-1 Energy Recovery	1,000,000	1,500,000	-	-	-	-	-	-	-	-	2,500,000
EN22004	1158 East Reservoir Re-coating/painting	1,000,000	1,200,000	-	-	-	-	-	-	-	-	2,200,000
EN19027	NRW Pipeline Relining Along Cucamonga Cr	2,150,000	-	-	-	-	-	-	-	-	-	2,150,000
EN18036	CCWRF Asset Management and Improvement	2,086,500	15,000	-	-	-	-	-	-	-	-	2,101,500
EN20014	NRWS Manhole Upgrades - 19/20	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	2,000,000
EP20004	Agency Wide Vehicle Replacement	500,000	150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481	150,000	1,983,850
EN22002	NRW East End Flowmeter Replacement	1,600,000	50,000	-	-	-	-	-	-	-	-	1,650,000
WR15021	Napa Lateral	1,605,496	-	-	-	-	-	-	-	-	-	1,605,496
EN20051	RP-1 MCB and Old Lab Building Rehab	200,000	700,000	600,000	100,000	-	-	-	-	-	-	1,600,000
EP21004	North Major Facilities Repair/Replacement	-	150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481	190,015	1,523,865
EN19026	CCWRF 12kV Switchgear	-	-	1,500,000	-	-	-	-	-	-	-	1,500,000
PL17002	HQ Solar Photovoltaic Power Plants Ph. 2	-	-	-	300,000	1,100,000	-	-	-	-	-	1,400,000
EN21004	1158 West Reservoir Re-coating/painting	1,200,000	-	-	-	-	-	-	-	-	-	1,200,000
EN15002	1158 Reservoir Site Cleanup	100,000	1,000,000	-	-	-	-	-	-	-	-	1,100,000
EN24003	Wineville Basin Pipeline	-	-	-	-	-	-	1,000,000	-	-	-	1,000,000
EN18004	RP-1 IPS System Improvements	-	525,000	300,000	-	-	-	-	-	-	-	825,000
EN18037	CCWRF Asset Management and Improvement	770,000	15,000	-	-	-	-	-	-	-	-	785,000
EN20006	RP-1 Digester Mixing Upgrade	-	250,000	500,000	-	-	-	-	-	-	-	750,000
EP20005	GapVax Replacement	750,000	-	-	-	-	-	-	-	-	-	750,000
EN20041	RP-1 Tertiary Treatment FM-1 Bleach Mixing &	50,000	340,000	290,000	-	-	-	-	-	-	-	680,000
FM20005	Agency Wide HVAC Replacement	120,000	250,000	100,000	100,000	100,000	-	-	-	-	-	670,000
EN20046	RP-1 TP-1 Wash Water Basin Pumps Replacem	250,000	400,000	-	-	-	-	-	-	-	-	650,000
EP20003	South Major Facilities Repair/Replacement	618,000	-	-	-	-	-	-	-	-	-	618,000
EN17045	RP-1 Filter Valve Replacement	600,000	-	-	-	-	-	-	-	-	-	600,000
EP20002	North Major Facilities Repair/Replacement	600,000	-	-	-	-	-	-	-	-	-	600,000
EN20044	RP-1 Plant 3 Primary Cover Replacement	200,000	400,000	-	-	-	-	-	-	-	-	600,000
EN14043	RP-5 RW Pipeline Bottleneck	515,000	-	-	-	-	-	-	-	-	-	515,000
EN20021	Agency SCADA Integration with SAP	250,000	250,000	-	-	-	-	-	-	-	-	500,000
EN21002	Chino Creek Wetlands & Educational Park	500,000	-	-	-	-	-	-	-	-	-	500,000
EN26021	Regional Conveyance AMP	-	-	-	-	-	-	500,000	-	-	-	500,000
EN26022	RP-4 Tertiary Expansion	-	-	-	-	-	-	500,000	-	-	-	500,000
IS20003	BiZ Infrastructure Replacement Project	300,000	110,000	-	-	-	-	-	-	-	-	410,000
EN20040	Headquarters Campus Driveway Improvement	400,000	-	-	-	-	-	-	-	-	-	400,000
EN17041	Orchard Recycled Water Turnout Improve	350,000	-	-	-	-	-	-	-	-	-	350,000
EN20037	Agency Wide Chemical Containment Coating R	350,000	-	-	-	-	-	-	-	-	-	350,000
EN18042	RP-1 Civil Restoration and Upgrades	320,000	-	-	-	-	-	-	-	-	-	320,000
EN19021	San Bernardino Lift Station Facility Imp	-	300,000	-	-	-	-	-	-	-	-	300,000
EN19029	RP-4 Outfall Pipeline Air Relief/Blow-Of	245,000	-	-	-	-	-	-	-	-	-	245,000
EN26020	Lift Station AMP Projects	-	-	-	-	-	-	200,000	-	-	-	200,000

2019/20 TYCIP List of Projects												
Project No.	Name	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	10 Years
LB20001	ICPI Instrument	200,000	-	-	-	-	-	-	-	-	-	200,000
EN20045	RP-1 TP-1 Level Sensor Replacement	200,000	-	-	-	-	-	-	-	-	-	200,000
IS21006	Replace RP-1 Trailer	-	200,000	-	-	-	-	-	-	-	-	200,000
FM20004	HQ Door System Upgrades	180,000	-	-	-	-	-	-	-	-	-	180,000
EN20055	CCWRF Tertiary Panel Rebuild	170,000	-	-	-	-	-	-	-	-	-	170,000
EN20042	RP-1 Headworks Sump Pump Redundancy	75,000	75,000	-	-	-	-	-	-	-	-	150,000
IS20010	Control System Replacement Projects	150,000	-	-	-	-	-	-	-	-	-	150,000
EN17080	System Cathodic Protection Improvements	130,000	-	-	-	-	-	-	-	-	-	130,000
IS20005	WW Infrastructure Replacement Project	122,000	8,000	-	-	-	-	-	-	-	-	130,000
IS20004	WW Cybersecurity Projects	30,000	80,000	-	-	-	-	-	-	-	-	110,000
IS20007	Control System Enterprise Historian Enhancement	65,000	45,000	-	-	-	-	-	-	-	-	110,000
EN20022	1299 Reservoir Paint/Coating Repairs and	-	100,000	-	-	-	-	-	-	-	-	100,000
EP20006	Fleet OBDM System	85,000	-	-	-	-	-	-	-	-	-	85,000
EN24005	1630 West Reservoir Paint/Coating Repair	-	-	-	75,000	-	-	-	-	-	-	75,000
EN24006	930 Reservoir Paint/Coating Repairs and	-	-	-	-	75,000	-	-	-	-	-	75,000
IS20001	BIZ Microwave Upgrade Phase 1	70,000	-	-	-	-	-	-	-	-	-	70,000
IS21001	BIZ Microwave Upgrade Phase II	-	70,000	-	-	-	-	-	-	-	-	70,000
EN20048	RP-4 1158 RW Wet Well Level Sensors	65,000	-	-	-	-	-	-	-	-	-	65,000
LB20004	TurboVap Replacements	60,000	-	-	-	-	-	-	-	-	-	60,000
EN15008	Water Quality Laboratory	50,000	-	-	-	-	-	-	-	-	-	50,000
EN17044	RP-1 12 kV Switchgear and Generator Cont	50,000	-	-	-	-	-	-	-	-	-	50,000
LB20003	Titration	50,000	-	-	-	-	-	-	-	-	-	50,000
IS20006	BIZ New Workstations	20,000	20,000	-	-	-	-	-	-	-	-	40,000
IS20002	BIZ Cybersecurity Project (Hardware)	30,000	-	-	-	-	-	-	-	-	-	30,000
IS20009	Control System Enhancement Projects	30,000	-	-	-	-	-	-	-	-	-	30,000
IS21003	Wireless Manager Software Replacement	-	30,000	-	-	-	-	-	-	-	-	30,000
IS21008	GWR Infrastructure Replacement Project	-	30,000	-	-	-	-	-	-	-	-	30,000
IS20012	BIZ Backup System SAN	20,000	-	-	-	-	-	-	-	-	-	20,000
IS21004	Secure Access for RP-2	-	20,000	-	-	-	-	-	-	-	-	20,000
EN14019	RP-1 Headworks Primary and Secondary Upg	15,000	-	-	-	-	-	-	-	-	-	15,000
EN18055	Headquarters Roofing	15,000	-	-	-	-	-	-	-	-	-	15,000
EN16049	Conference Rooms Audio Visual Upgrades	10,000	-	-	-	-	-	-	-	-	-	10,000
IS20013	RW Remote Station RACO Alarm	10,000	-	-	-	-	-	-	-	-	-	10,000
Total		91,848,724	185,473,584	160,493,677	102,608,575	94,527,382	41,114,083	38,735,706	42,518,278	49,701,826	116,896,365	923,918,200

FY 2019/20 – 2028/29 Ten Year Capital Improvement Plan (TYCIP) Review



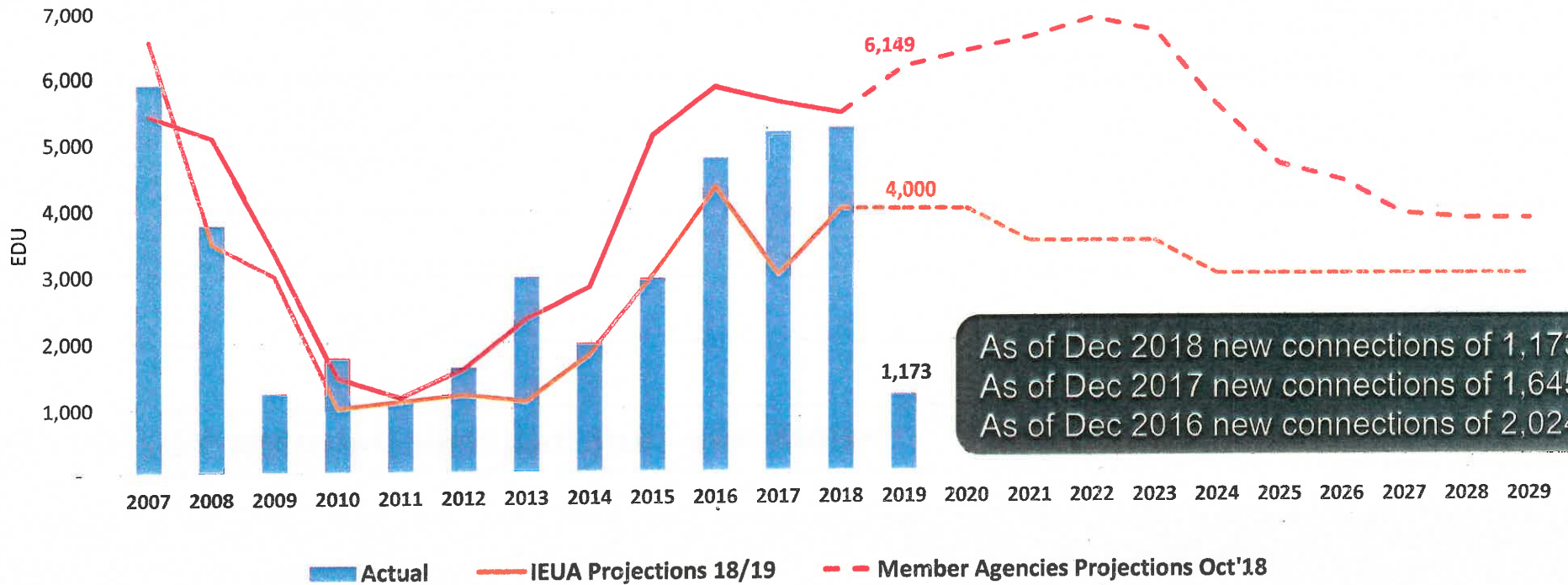
Projects Are Needed to Support



- Member Agency growth projections
- 2015 Wastewater Facilities Master Plan
- 2015 Recycled Water Program Strategy Update
- 2015 Regional Use Efficiency Business Plan
- 2015 Energy Management Plan
- 2016 Integrated Water Resources Plan

New Wastewater Connections

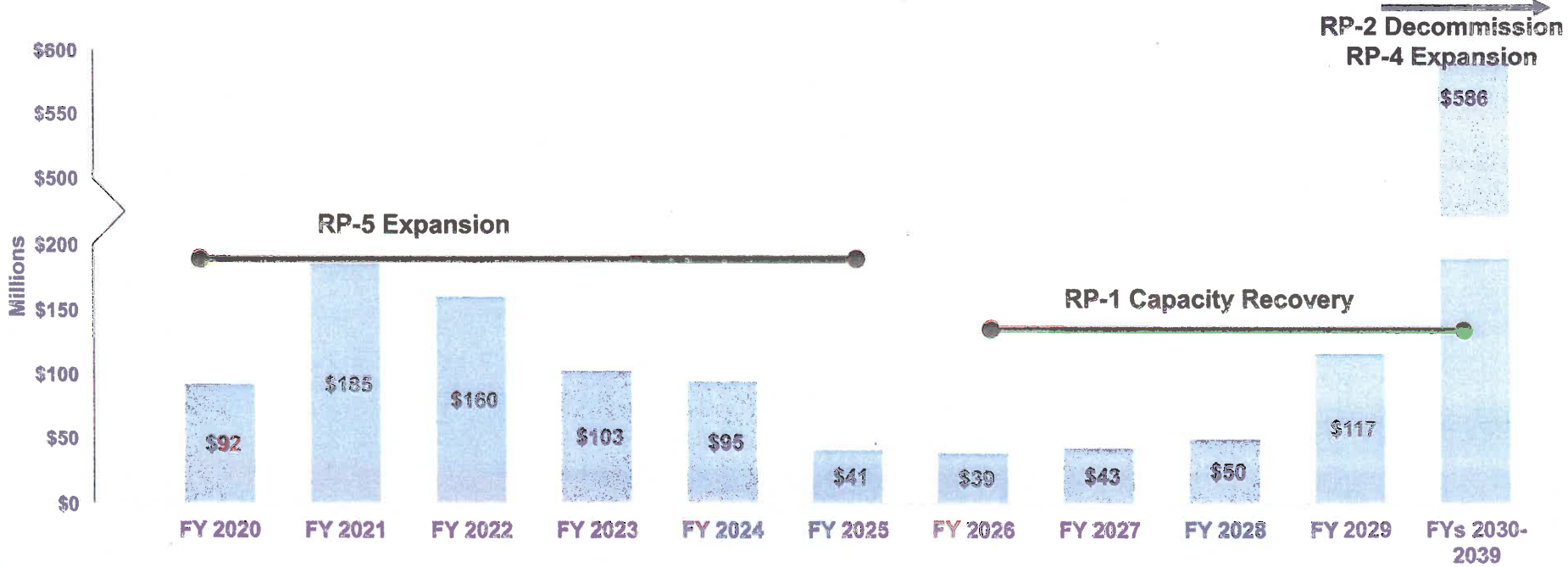
Member Agencies Projections 52,975 new EDUs



As of Dec 2018 new connections of 1,173
 As of Dec 2017 new connections of 1,645
 As of Dec 2016 new connections of 2,024

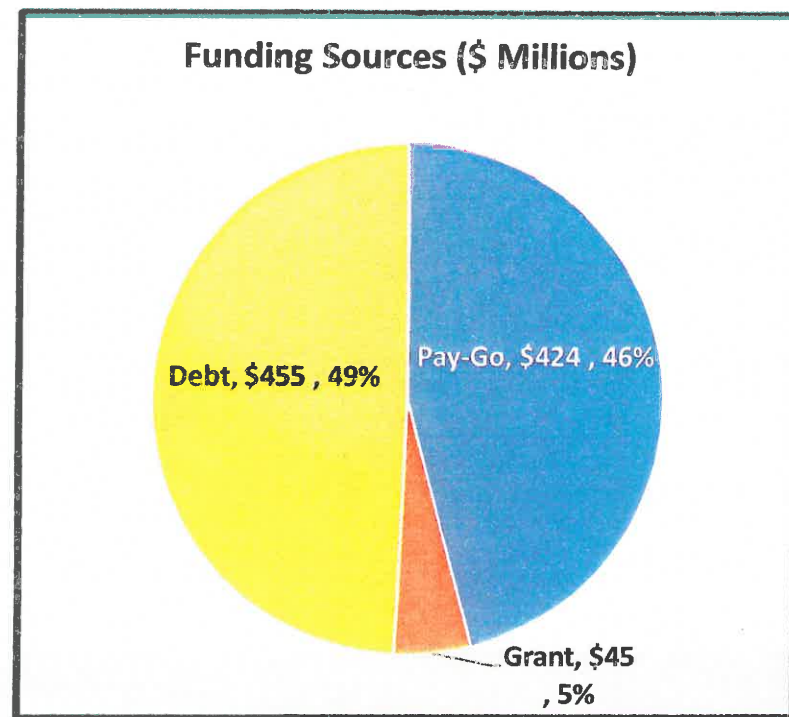
Proposed TYCIP \$923.9M

Nearly 70% planned over the first five years



FY2020-2029 Proposed Capital Projects by Program and Funding Sources

Fund (\$ Millions)	FYs 2020 – 2029 Proposed TYCIP
Regional Wastewater Capital	\$514.4
Recycled Water	\$204.4
Regional Wastewater Operations & Maintenance	\$106.2
Non-Reclaimable Wastewater	\$30.8
Water Resources	\$28.0
Recharge Water	\$26.5
Administrative Services	\$13.6
Total	\$923.9



+/- Totals may not add due to rounding

Other Considerations

- Asset Management
 - Carbon Canyon Wastewater Recycling Facility
 - RP-4 improvements
- Repair and Replacement (R&R)
- Chino Basin Program

CBP Impact to Future TYCIP

Project Component	TYCIP Cost \$ (Millions)	CBP Cost \$ (Millions)
Recycled Water Connections	\$100	\$80
Advanced Wastewater Treatment Plant	\$101	\$100
Groundwater Production Facilities (well, treatment facilities, pump stations)	-	\$100
Water Distribution System Interconnections (pipelines, interconnections to State Water Contractor)	-	\$105
Total Cost	\$201	\$385

Review and Approval Timeline

Month	IEUA Committee	IEUA Board	Regional Technical Committee	Regional Policy Committee
March	03/13	03/20	03/28	
April	04/10	04/03 04/17	04/25	04/04
May	05/08	05/15	05/30	05/02
June	06/12	06/19		06/06

**INFORMATION
ITEM
2D**

Engineering and Construction Management Project Updates



SCADA Enterprise System - (Regional Water Recycling Plant No. 1)

Project Goal: Increase Reliability

Total Project Budget: \$8.5 M

Project Completion: September 2021

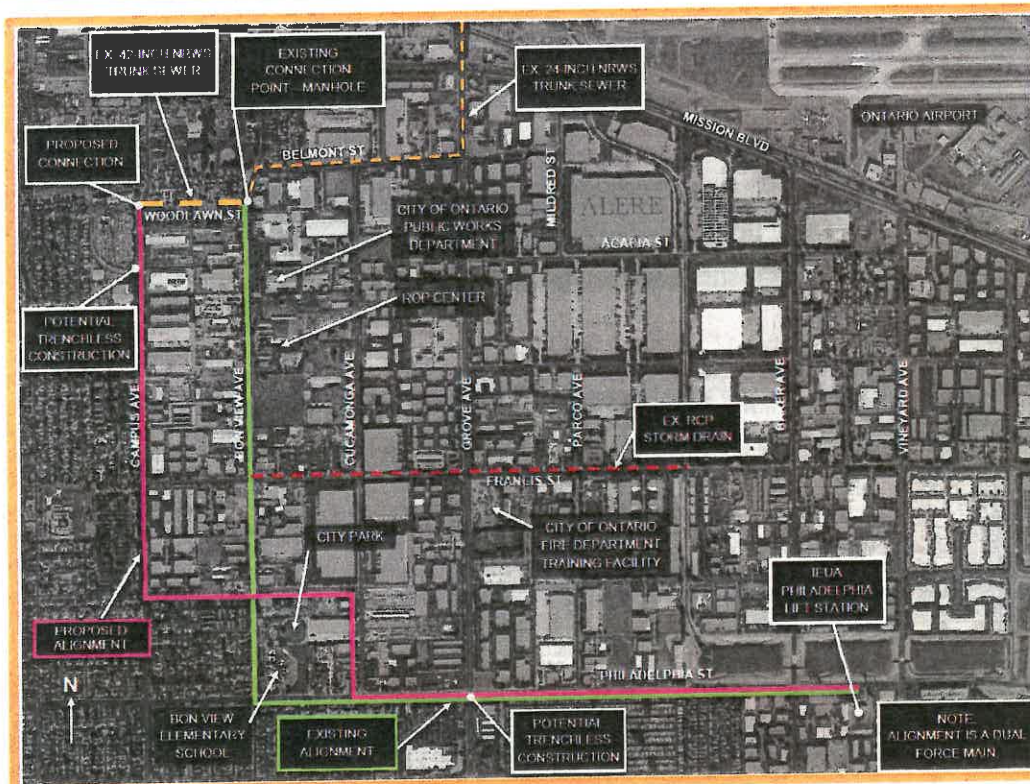
Pre-Design Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Westin Engineering	\$650 K	51.02%
Construction	TBD	\$0 M	0.00%



Philadelphia Lift Station Force Main Improvements

Project Goal: Replace aging pipelines



Total Project Budget: \$6 M
Project Completion: May 2021
Pre-Design Percent Complete: 50%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	GHD	\$564 K	2.65%
Construction	TBD	\$0 M	0.00%

RP-4 Outfall Pipeline Air Release Valve Replacement/Relocation

Project Goal: Extend Asset Life

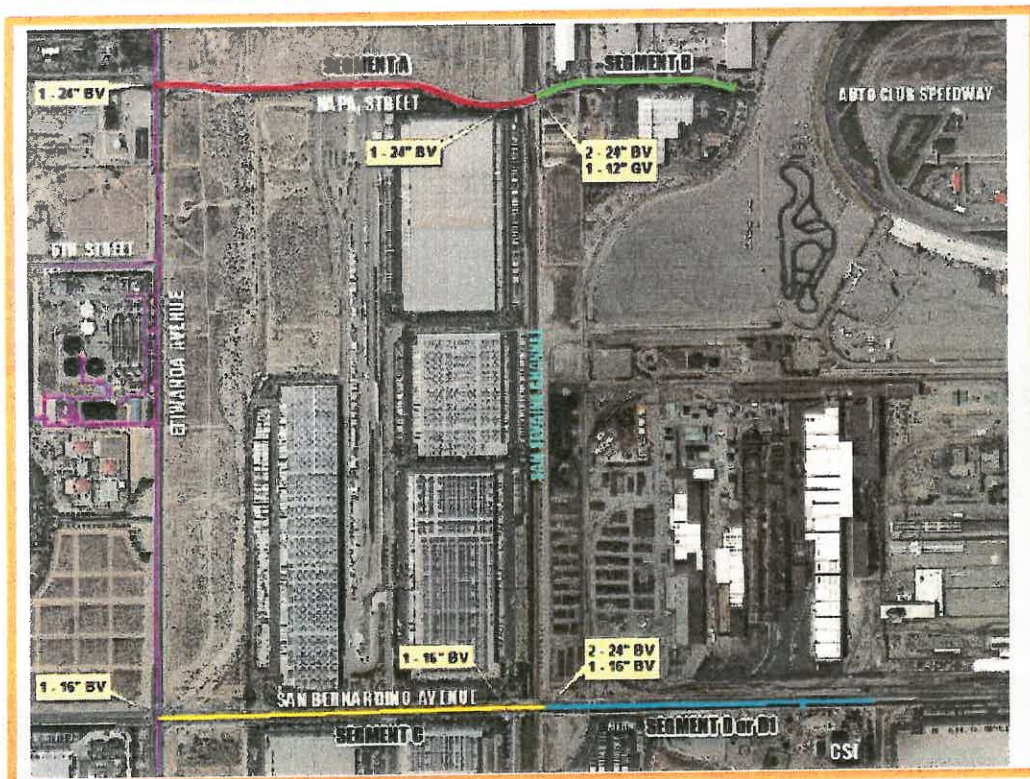
Total Project Budget: \$665 K
Project Completion: October 2019
Design Percent Complete: 90%



Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	CASC	\$78 K	15.76%
Construction	TBD	\$0	0.00%

Mapa Lateral

Project Goal: increased recycled water use
Design-Build Delivery



Total Project Budget: \$7.2 M
Project Completion: October 2019
Design Percent Complete: 70%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build (Current)	KEC/Ferreira	\$5.3 M	0.00%

IERCF Trommel Screen Improvements

Project Goal: Increase screening efficiency

Design-Build Delivery

Total Project Budget: \$1.6 M

Project Completion: May 2019

Construction Percent Complete: 30%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build (Current)	WM Lyles	\$1.3 M	0.00%

