



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

**WEDNESDAY, APRIL 10, 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 March 13, 2019.

B. ARCHITECTURAL MASTER SERVICES CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a five-year master service contract, with the option for up to two, one-year time extensions, to Gillis + Panichapan Architects, Inc. (GPa) for a not-to-exceed amount of \$700,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

C. RP-4 OUTFALL PIPELINE CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-4 Outfall Pipeline ARV Replacement/Relocation, Project No. EN19029, to AToM Engineering Construction, Inc., in the amount of \$598,398; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

D. CONTRACT AWARD FOR HICKORY AND BANANA BASIN INFILTRATION RESTORATION

Staff recommends that the Committee/Board:

1. Approve Contract No. 4600002712 to JCE Equipment for the Hickory and Banana Basins Infiltration Services for a not-to-exceed amount of \$141,741; and
2. Authorize the General Manager to execute the contract.

E. CONTRACT AWARD FOR RP-3 BASIN INFILTRATION RESTORATION

Staff recommends that the Committee/Board:

1. Approve Contract No. 4600002713 to Jeremy Harris Construction for the RP-3 Basin Infiltration Restoration Services for a not-to-exceed amount of \$136,106; and
2. Authorize the General Manager to execute the contract.

F. CHINO BASIN PROGRAM MEMORANDUM OF UNDERSTANDING

Staff recommends that the Committee/Board approve the Chino Basin Program Memorandum of Understanding to facilitate the collaborative process for the development and implementation of the CBP.

2. INFORMATION ITEM

A. MWD TURF REMOVAL REBATE PROGRAM – UPDATE (WRITTEN/POWERPOINT)

B. 3RD QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

C. 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, April 4, 2019.


April Woodruff

**ACTION
ITEM
1A**



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

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

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Kati Parker

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

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
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources
Javier Chagoyen-Lazaro, Manager of Finance & Accounting
Elizabeth Hurst, Water Resources Planner II
Jennifer Hy-Luk, Acting Executive Assistant
Liza Munoz, Senior Engineer
Sylvie Lee, Manager of Planning & Environmental Resources
Matthew Poeske, Construction Project Manager
Craig Proctor, Source Control/Environmental Resources Supervisor
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Mike Puccio, Brown and Caldwell

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 February 13, 2019.

◆ Recommended that the 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;

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

◆ Recommended that the 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;

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

◆ Recommended that the 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;

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

◆ Recommended that the 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;

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

INFORMATION ITEMS

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

- ◆ Asset Management Program Update
- ◆ Proposed Ten Year Capital Improvement Plan Fiscal Years 2019/20-2028/29
- ◆ Planning and Environmental Resources 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 Camacho adjourned the meeting at 10:45 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: APRIL 10, 2019

**ACTION
ITEM
1B**



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

04/10/19

KB4SD

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

Subject: Architectural Master Services Contract Award

Executive Summary:

IEUA's existing Architectural Master Services Contract is set to expire in November 2019; however, the full contract amount has been exhausted. The existing master service contract has proven to be effective for IEUA to utilize on call architectural services when needed.

Staff issued a Request for Proposal through the PlanetBids Network. Three proposals were received on February 21, 2019. The evaluation committee, composed of staff from the Engineering and Contracts and Procurement Departments, evaluated the proposals. The evaluation committee recommends Gillis + Panichapan Architects, Inc. (GPa) be awarded a five-year master service contract with the option for up to two, one-year time extensions, for a not-to-exceed amount of \$700,000.

GPa has successfully provided architectural services on several IEUA projects, including roofing and interior improvement planning.

Staff's Recommendation:

1. Award a five-year master service contract, with the option for up to two, one-year time extensions, to Gillis + Panichapan Architects, Inc. (GPa) for a not-to-exceed amount of \$700,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

Multiple capital projects and department O&M budget under various program funds.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for work which will be required on various projects and department operation and maintenance budgets. Thus, no separate funding is needed for these contracts.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

Business Goal:

The Architectural Master Service Contract Award is consistent with IEUA's Business Goal of Wastewater Management that ensures quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Master Service Contract

Attachment 1

Master Services Contract Award Task Order/On-Call Architectural Services



Project Background

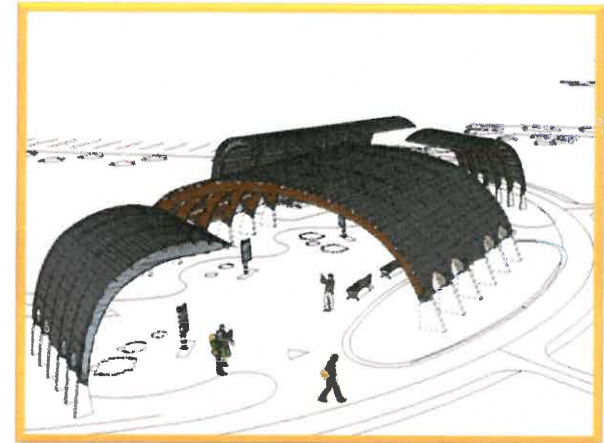
- Architectural Master Service Contract
 - Current Contract Very Efficient
 - Provides additional expertise and experience
 - Opportunity to receive innovative ideas
 - Help with Architectural Specifications/Detailing



Remodeling to Maintain LEED Requirements

Scope of Services

- Architectural services may include but not limited to the following:
 - Roofing
 - Remodeling
 - Additions to Agency park
 - Preparation of conceptual analysis for building layout



Chino Creek Park Concept Work

Consultant Selection

- Evaluation and Selection Committee
 - Engineering and Construction Department
 - Contracts and Procurement Department
- Evaluation criteria for selection:
 - Past Experience
 - References/Previous Projects

Proposals Received

Gillis + Panichapan Architects, Inc (GPa)
IDS Group
STK Architecture, Inc.

Recommendation

- Award a five-year master service contract, with the option for up to two, one-year time extensions, to Gillis+Panichpan Architects, Inc. (Gpa) for a not-to-exceed amount of \$700,000; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Architectural Services Master Service Contract is consistent with the **IEUA's Business Goal of Wastewater Management** that ensures quality asset management and that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachment 2



MASTER SERVICES CONTRACT NUMBER: 460002710
FOR PROVISION OF
ARCHITECTURAL SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 20____, 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 Gillis + Panichapan Architects, Inc., with offices located in Costa Mesa, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

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

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

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

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: Matthew Poeske, Senior Engineer
Address: 6075 Kimball Avenue, HQ-B
Chino, CA 91708
Telephone: (909) 993-1723
Facsimile: (909) 993-1982
Email: mpoeske@ieua.org

Consultant Assignment: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Gillis + Panichapan Architects, Inc.
Address: 2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626
Telephone: (714) 668-4260
Email: jack@gparchitects.org

1. ORDER OF PRECEDENCE: The documents referenced below constitute the Agreement Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:

- A. Amendments to Task Order releases under this Master Services Contract.
- B. Task Order releases under this Master Services Contract.
- C. Amendments to this Master Services Contract No. 4600002710
- D. Master Services Contract Number 4600002710, General Terms and Conditions.
- E. Exhibit A - Consultant's Proposal and Fee Schedule dated February 21, 2019.
- F. Exhibit B - Agency's Request for Proposals Number RFQ-18-SS-011

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

A. Ordering Provisions and Understandings:

1. Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the Work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price shall be consistent with those specified within the Schedule of Rates.
2. Task Order Price: The firm fixed or not-to-exceed price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
3. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in RFQ-18-SS-011 Attachment D – Sample Task Order.

4. Task Order Assignment Method: As the need for work arises, specific Statements of Work will be forwarded to the Consultant in possession of the Master Services Contract. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance unless the task order is issued as emergency work per section 5 – On Call/Time and Material Protocol/Emergency Task Orders) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually- agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued, and the Consultant may then begin performance of the Work provided for under the executed Task Order. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
5. On-Call/Emergency Task Orders Protocol: In some cases, on-call/emergency services may be requested by IEUA. For any directed, on-call/emergency work, IEUA will direct the Consultant to proceed on time and material at a not-to-exceed cost. Upon completion of work, Consultant will submit all billing at which point, IEUA will prepare a Task Order for the specific cost and work performed. A fully executed Task Order will be required to finalize payment for all on-call/Emergency Task Orders. The Consultant shall be reimbursed the hourly rates as shown in the Proposal Rate/Fee Schedule to perform services awarded under this solicitation.
6. Completion Timeframe: Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
7. Execution: Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.

3. TERM: The term of this Contract shall extend from the date of the contract execution and terminate on April 30, 2024, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise two (2) one-year optional extensions to the Contract term. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Consultant, prior to the expiration of the original Contract term. If such option is exercised, the rates established within the fee schedule shall cease to be effective as of the first day of the "option" term.
4. SCHEDULE: Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. COMPENSATION AND CHANGES: Compensation for the satisfactory completion of the work represented by this Contract, Agency shall pay Consultant invoices up to a NOT-TO-EXCEED total authorized amount of **\$700,000** for all services provided throughout the term of this Contract. The Consultant shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, nor for work completed beyond the expiration date without an Amendment to the Contract.

As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with Consultant's approved rate schedule for task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed. Throughout the term of this Contract, Consultant's invoices issued in conjunction with Task Orders may be submitted monthly and shall be calculated in accordance with the labor and expense rates specified within Consultant's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Consultant's invoices shall include reference to "Contract Number 4600002710" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address via email, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002710
P.O. Box 9020
Chino Hills, CA 91709

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

To: APGroup@ieua.org

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

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant's personnel on the Jobsite:

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

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

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general

aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 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

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

3. All Coverages

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

Consultant and IEUA staff shall inquire for each Task Order issued if work is grant-funded.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- H. Indemnification, Consultant: Consultant shall indemnify the IEUA, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- Indemnification, Design Professional: Consultant's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Consultant) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Consultant).
- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives a direction which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's Project Manager and obtain written direction. The Consultant shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon scope, Consultant must immediately notify Agency's Project Manager that the directed work appears to be outside the scope. Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.
- L. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within

three (3) calendar days, correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Construction Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Construction Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Construction Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Consultant shall pursue the work to completion in accordance with the instruction of Agency's Construction Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to mediation.
2. Any and all disputes during the pendency of the work shall be subject to resolution by Agency Construction Manager and Consultant shall comply, pursuant to Agency Construction Manager instructions. If Consultant is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Construction Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Construction Manager's resolution. Agency's Construction Manager shall submit Consultant's written protests to the General Manager, together with a copy of Agency Construction Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with Agency Construction Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant

are acceptable and, if so, such person shall be designated as Mediator.

b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator selected in Step (a) is unable to serve, Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

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

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

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

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

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

12. PUBLIC RECORDS POLICY: Information made available to Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq.

Agency's use and disclosure of its records are governed by this Act. Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

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

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace,

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

3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

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

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

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

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

Consultant: Jack Panichapan
Principal/CEO
Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by Agency and Consultant.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant. In the event of such termination, Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and

executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.

24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to Consultant. No services shall be performed or furnished under this Master Services Contract for Emergency work unless and until a Notice to Proceed has been issued to Consultant.

[Signature Page to Follow]

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

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

GILLIS + PANICHAPAN ARCHITECTS, INC.:

Shivaji Deshmukh
General Manager

Date



Jack Panichapan
Principal/CEO

3/26/19

Date

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EXHIBIT A



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

February 21, 2019

**Proposal for Architectural Services for
Master Service Contract
RFQ-SS-19-011
Inland Empire Utilities Agency**



**Jack Panichapan, AIA, LEED AP
Principal/CEO**

**Gillis + Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, 92626**

**jack@gparchitects.org
Tel. 714.668.4260
Fax. 714.668.4265**

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IEUA Architectural Services for Master Service Contract

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Fee Proposal	See Separate Sealed Envelope

February 21, 2019

Susannah Shoaf
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708

Re: Inland Empire Utilities Agency -- Proposal for Architectural Services for Master Service Contract

Susannah Shoaf,

We are pleased to forward to you our statement of qualifications for the Proposal for Architectural Services for Master Service Contract.

Our work experience involves collaboration with Municipal/Water District agencies on a broad range of projects in complexity, scope of work, and size:

- We specialize in the providing services for new ground-up and rehabilitation of public buildings, police and fire training facilities, Civic Centers, educational facilities, public works facilities, water districts from conceptual design through to project move-in.
- We believe sustainability and life cycle cost efficiencies as a cornerstone of our work. Our goals are to develop the optimum balance of comfort, ease of maintenance, and cost efficiency for every project we are involved in.
- Our skills and the experience encompass working with helping the Agency to visualize their future facility as the design develops. We are able to generate 3-d conceptual models, and clear graphics that communicate a project's intention at the earliest stages to engage our clients at every step.

We believe our experience, size, flexibility, and range of skills will be ideal to suit the Agency's needs. Gillis + Panichapan Architects Inc. (GPa) is a full-service Architectural and Interior Design firm with nearly thirty years of experience serving Cities, Water Districts, and various Public Agencies throughout California. Our successful experience with these Agencies leaves us with a great depth of intimate knowledge that we can bring forward specifically to the Inland Empire Utilities Agency.

We are pleased to submit our qualifications, and hope to have the opportunity to further demonstrate our enthusiasm, and express our experience in more detail.

Respectfully,



Jack Panichapan, AIA, LEED AP, President, CEO
jack@gparchitects.org
714-668-4260

Qualifications- Firm Information

IEUA Architectural Services for Master Service Contract

Gillis+ Panichapan Architects (GPa)

Our company was founded in 1989 by Donald Gillis as Gillis and Associates Architects, Inc. In 2008, our name changed to Gillis + Panichapan Architects, Inc. Our company is a S-Corporation owned by Jack Panichapan (Principal/CEO).

We are a full-service Architecture, Planning, and Interior Design Firm centrally based in Costa Mesa, California; our company employs five full time employees. We provide full services, from architectural design, interior design, space planning all the way through construction administration and move management services. We have decades of experience in design and planning for Civic, Municipal, and Water District Facilities.

For nearly 30 years, our firm has distinguished itself by providing excellence in architecture, space programming, master planning, and interior design services. With extensive experience in public architecture, our work includes the design of hundreds of public works facilities ranging from municipal offices, community centers, schools, maintenance facilities, fire and police facilities, educational facilities, and more.

GPa's Philosophy

We have completed a large breadth and variety of projects for Public Agencies all over California, with each one being uniquely different based on the respective needs and regional aspirations. Even though building and project types may be similar, each project is distinctly unique to our Clients. We believe the foundation for the project starts with the goals and visions of our Client.

We guide our clients into making small decisions at a "step by step" basis with number simple strategic questions that can move a project forward rather than overwhelm. Our strategy of collaboration can provide an overall sense of ownership and pride for our clients in the direction and outcome a project. The client's involvement at every step of the process allows an open door to communication and flexibility while the direction and goals of the overall project are kept under control.

With strategically placed interactive workshops with our clients, we are able to achieve a better understanding of the client's conditions and needs. We also make sure to consider the anticipated personnel growth of the organization as it plays a vital role when it comes to the overall project.

Certifications

- Disadvantaged Business Enterprise (DBE), California Unified Certification Program
- Small Business Enterprise (SBE), Los Angeles County Metropolitan Transportation Authority
- Minority Business Entity (MBE), The Supplier Clearinghouse

Our Unique Position

The vast majority of our company's clients are public agencies, approximately 99%. Most of our clients are repeat clients and referrals. Also, being involved with public agencies for nearly 30 years we understand that often times decisions are driven by more than just functional and budget needs and there are a multitude of complex decision-making factors.

A key distinguishing factor of our firm is Jack's (Principal and CEO) involvement throughout the duration of the entire project. He is there in the initial stages conducting interviews and is there at the end when the project is complete and the client is back to normal operation. His hands-on approach and constant interaction with the client can offer the reassurance that the final product will be the best solution for their organization to function effectively and best serve their staff and customers moving forward. In the end we know that a successful space and master plan reflects our success as a firm, but more importantly in its ability to play a defining role in the occupants' well-being for many years to come.

Our company also understands and takes into consideration the constant technological advances and social evolution in work collaboration and space planning. As a result, we stay on top of these changes and incorporate them as deemed necessary all the while taking into consideration the client's specific needs and budget.

GPa's Team (Joint Ventures)

Jack Panichapan leads an architecture studio composed of an experienced team of professional architects and interior designers. Jack is hands on, working directly one on one with clients throughout every stage of the project.

We work with a select team of engineers and specialists that share and contribute to our expertise over countless years on Water District and Public Works Projects. All of our consulting engineering team share a deep working relationship with us on scores of successful projects for many years. The size of the office and years of working together with our team of consultants over many decades allow us to be flexible and nimble, enabling us to respond to IEUA's needs at a moment's notice. The team is LEED accredited, and are highly experienced in sustainable design, completing many LEED certified projects throughout the Southern California.

Qualifications- Project Management

IEUA Architectural Services for Master Service Contract

INTRODUCTION

GPa's experience involves collaboration with public agencies on a broad range of projects with varying complexity, scope of work, and size:

- We have expertise in needs assessment, space, and master planning for a large range of public facilities including many local Municipal/Water District Campuses and Headquarter facilities.
- We have a wealth of experience with public agencies building new community centers, classrooms, training rooms, administration buildings, and city yard facilities from the ground up – schematic design through construction administration and permitting. We offer full services in Architecture and Interior Design.
- Our skills and the experience encompass working with the community and the city to attain entitlements for projects large and small. We are able to generate 3D renderings and clear graphics that communicate a project's intention to owners, community, and the project team.

PROJECT AVAILABILITY

Our philosophy involves having Jack, the principal, work on the project day to day from project initiation up through move-in day and beyond. Beyond having the principal involved throughout all phases, we ensure that great relationship and rapport is maintained with a consistent team. Either Vic or Kent will be providing project support along side Jack throughout the entire course of the project

Because there is no interruption in communication with leadership transition, we have a high success rate in completing projects within scope, on time, and on budget.

Environmental Sensitivity

Gillis + Panichapan Architects, Inc. believe sustainability is a major cornerstone of our practice and work. Whether or not a project seeks certification for LEED, we commit to sustainable practices in every one of the projects we work on. Considering cost and schedule, we maximize our projects to contain the greatest number of sustainable features within the design. We believe this is an optimal approach for cost savings, long term maintenance, and minimizing impact on the site and the environment overall.

Every architect at GPa are LEED accredited and well qualified to guide your project towards practical sustainable design solutions or LEED certification. We have achieved LEED certification in a large number of our municipal projects.

GPa Process and Management

At the beginning of a project for any size and budget range, our approach to effectively manage the project cost, schedule and quality begins with defining the project scope, and aligning it to the Agency's goals, budget, and timing for completion. This information is presented and discussed at the Kick-off meeting with the Agency and the goals are mutually established.

In the event where the project budget and timeline is defined prior to the meeting, we will develop and submit the preliminary schedule denoting key milestones and deliverables for the Agency to review and obtain their feedback at the Kick-off meeting.

During the progress of the project design, formal organized workshops will be provided to share our findings coordinating with the Agency Team. The project progress will be presented in interactive workshops for input and guidance for iterative refinements. These workshops would involve collaboration with the Agency staff to discuss design ideas and how it impacts operational needs. This process will be a chance to showcase progress and gauge reaction. We are skilled with design communications, our drawings and renderings are used optimally and effectively to communicate ideas and bring the Agency's vision to life be it early conceptual stage, design development, or right up through guidance of issues during construction stages.

Cost Control

As the project develops, our team will provide and update detailed cost estimates for the project. Knowing the cost estimates early allows us to make necessary adjustments to bring the project under budget with minor concessions. We use in house as well as professional cost estimating services to effectively control the project cost during design. More importantly, all major project decisions are evaluated in terms of cost impact on the project. We can inform and advise our Clients of the cost impact on the project to assist them with the decision-making process to maximize the impact on often strict and lean budgeting needs.

Schedule Control

The project schedule (Gant Chart) is developed to show major milestones for the project, the important decision-making workshops, as well as individual minor tasks that need to be completed. We regularly update the schedule and submit the updated schedule to the client as well as inform our consultants of the timeline for the completion of specific tasks to keep the project on schedule.

Quality Control

To ensure accuracy in the delivery of the project, we have developed an in-house quality control program that outlines the various items that need to be reviewed at each phase of the project. This review is performed by both the principal and our various team of consultants. In addition, consultant drawings are reviewed for compliance with design objective as well as for possible conflict with the other elements of input from varying disciplines. We have a wealth of experience scheduling and phasing projects for design and construction for our Municipal/Water District Clients, including for existing facilities, many which allow for continuous occupancy during construction.

Qualifications- Project Management

IEUA Architectural Services for Master Service Contract

For nearly 30 years, GPA has provided architecture, planning, and interior design services internally. We can offer the following range of services based on each individual project need.

- **Needs Assessment**
-The needs assessment is a fundamental step in discovering the vital issues of the buildings program, scope of work, and current and/or future needs. Completion of the assessment will effectively dictate staff/ building planning and future renovations for many years to come. We have completed needs assessments serving as a foundation to design planning and budget for municipal facilities in a vast range of types, needs, and sizes.
- **Programming & Review of Previously Developed Architectural Programs**
-We help SCE to review and assess previous studies of their existing facilities and develop a solid program that initiates the physical building design process.
- **Site Analysis and Feasibility Studies**
-Our site studies regard the community, codes, zoning, ease of circulation, department infrastructure, urban infrastructure and transportation, and are often aligned with maximizing passive sustainable strategies.
- **Space Planning**
-Stemming from our expertise and experience with office planning we would develop design schemes for workstation layouts needed for optimal function of the Department within a given space.
- **Conceptual/Schematic Studies**
-We work closely with the client developing ideas and the program to ensure that the design from beginning to end is an expression of the client's needs and budget while having the design enhance connectivity within the surrounding community.
- **3-D modeling and rendering services**
-We render buildings and spaces to convey to our clients and the surrounding community vivid 3-dimensional characteristics of the proposed design from schematic design to design development.
- **Project Administration & Management Services**
-We have a wealth of experience in orchestrating consultants and the team to ensure integrity remains in the function and intent of design throughout the process.
- **Entitlement Processing**
-We have experience with CEQA and California Coastal Commission procedures, as well as local city planning and plan check procedures throughout California. In every step of the way we are there to communicate solutions to community sensitivities and facilitate an expedient entitlement.
- **Site Development Planning**
-Our experience ranges designing master plans for complex city yard facilities, campuses for water districts, to smaller urban infill projects and projects that involve challenging topological conditions.
- **Historic Preservation Planning, Review, and Design**
-Restoring historic city building (including the Irving Gill designed Oceanside City Hall), members on our team have had a rich experience with work on renovation of sensitive historical landmark buildings, and working with historical landmarks preservation committees.
- **ADA Compliance Review Planning and Retrofits**
-Many of our projects have involved older existing building with often tight and complex conditions in which we resolve, and retrofit for ADA compliance.
- **Schedule Developing**
-We have a wealth of experience scheduling and phasing projects for design and construction, including for existing facilities, many which allow for continuous occupancy during construction.

- **Construction Document Development, Specification Writing**
- Our office provides precise construction document work, often leading to minimal change orders resulting in projects that have a high likelihood on time and on budget.
- **Cost Estimating Services**
-We can provide the client with good conceptual cost estimates based on our experience and history with working on a large range and variety of municipal project types. For in-depth cost analysis during design development, we work with an experienced team of cost estimators that can give specific construction costs to help us meet the budget during design.
- **Contract Bidding and/or Negotiations Services, i.e. Change Orders, etc.**
-During construction, there could be added value in spotting solutions that can improve the building and save costs which results in change orders during construction. We would be there to rectify the situation and clarify this with the client and the team to ensure the project remains on schedule and on budget.
- **Construction Contract Administration**
-In order to ensure quality, we recommend being retained for construction administration. We are there to verify that the building meets the design intent, quality, as well as code and energy issues as depicted on the construction documents.
- **Furniture Procurement**
-GPa can provide design and/or recommend selection of furniture, fixture and equipment. We have extensive experience and expertise in office planning and interior design and can provide these services. We foresee the coordination of workstations, and general equipment and furniture that correlate to interior design.
 - a. Furniture Evaluation, Selection and Implementation
 - b. Define selection criteria and guideline specifications
 - c. Define panel, electrical and component requirements
 - d. Develop Detailed Office and Workstation Plans
 - f. Oversee Development of Final Furniture Shop Drawings
 - g. Oversee the Final Purchase Order Requirement
 - h. Prepare Furniture Installation Punch list
- **Move Management Services**
-Our team has a lot of experience in regards to move management services. Many of our projects involve construction during occupancy where we have assisted the client temporarily relocate from one area to another.
- **Sustainable Design and/or LEED Documentation Services**
-Our standard practice is sustainable design. Our staff is LEED accredited and are experienced with helping the project attain LEED certification when necessary.

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract

COMPANY BACKGROUND

Our work encompasses a large range of diversity and scale of project type. Beyond entire building and campus design, some of our efforts have been focused on interior renovation projects. These include projects for the University of California, Irvine, the City of Long Beach, and Orange County Public Works.

With nearly every project completed for our clients, we have workshops showcasing renderings and interior models to help everyone, including building inhabitants, and associated consultants have a clear sense of the direction development of the design. This process can take place at the earliest stages of public and community outreach.

In each and every project, we are involved in space planning and furniture procurement. Our office is full service and encompasses both Architecture and Interior Design. We are involved from early stages of programming all the way to the move in coordination up to opening day.

We have recently completed projects for the San Gabriel City yards and the Westminster Corporate Yard. Both incorporate large administrative building offices for the city maintenance staff, along with the associated complex service yards. Our 22,000sf headquarters of the Mojave Water Agency Building attained LEED GOLD for its design. Currently, we are working with the Water Replenishment District of Southern California on the GRIP facility and with the City of Long Beach on the LB MUST project which will also be LEEDv4 certified.

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract



built- San Gabriel Municipal Yard

San Gabriel Municipal Yard Facility

Address: 927 E. Grand Ave., San Gabriel, California 90680

Project Description:

The Municipal Yards Facility artfully combines the diverse and evolving programming needs of the Public Works Department for the City of San Gabriel which encompasses the Maintenance Division, Engineering, and Administration Staff into one facility on a challenging and limited site. Located on a 3.5 acre narrow sloping parcel of land bordering a wash on one side and homes on another, the new Maintenance Facility for the city of San Gabriel had programmatic challenges with vehicular circulation, and noise mitigation that were resolve architecturally. The facility considers sustainable design features such as native plantings, recycled materials, and north-south fenestration orientation for energy efficiency.

GPA was responsible for developing the needs assessment and programming for the facility and proceeded through design and construction documentation.



interior- San Gabriel Municipal Yard

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.



rendering- San Gabriel Municipal Yard

Project Size: 34,600sf

Completion Date: 2016

Municipal | Corporate Yard

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract

Westminster Corporate Yard Campus

Address: 14381 Olive St., Westminster, CA 92683



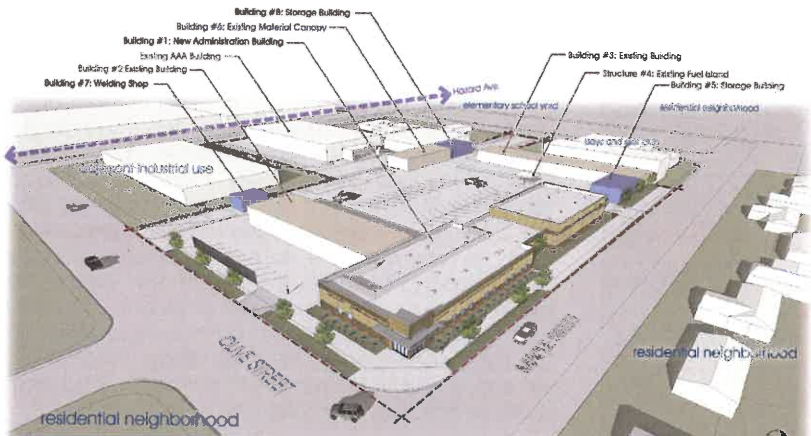
built- Westminster Corporate Yard

Project Description:

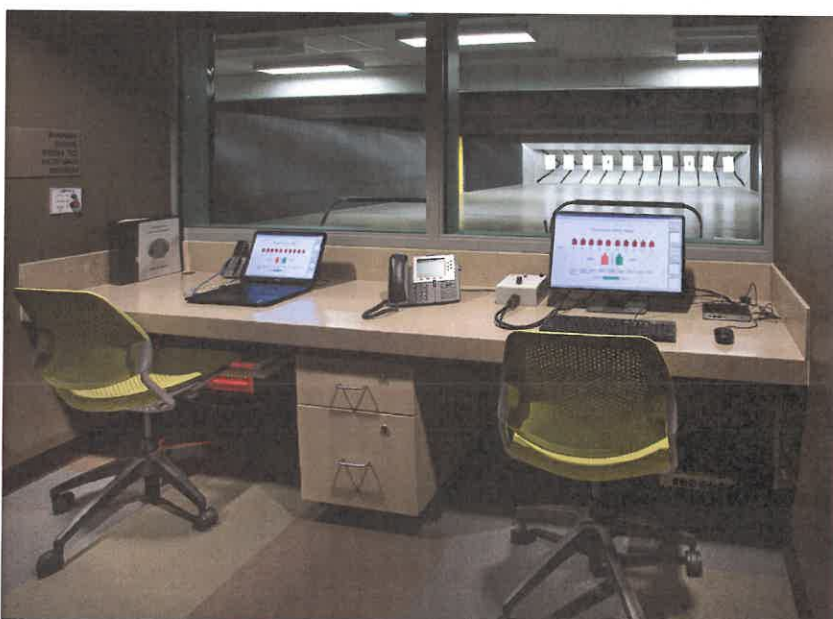
The existing city maintenance yard facility built in the early 1960s, is overcrowded,

inefficient, and no longer sufficient to implement the city's needs as a maintenance facility. GPa was obtained to update and expand the current facility. The new corporate yard includes a new administration building, canopy, fuel station, and warehouse facilities. The renovation and addition takes place within the existing site of the city's current municipal facility along with an adjacent building the city has obtained for a police training facility requiring renovation. Another building housing the Boys and Girls Club was also renovated as a part of this project.

One of the challenges of this project was that the facility is required to be operational during the course of renovation. GPa worked with the city for a phasing plan to relocate staff and keep it operational during the course of construction. The new building contains notable sustainable features and reflects the residential scale of the surrounding residential neighborhood. GPa completed the space planning and furniture procurement for the both the corporate yard and the police training facility. We also provided code updated retrofits for the Boys and Girls Club.



rendering- site context



interior- Westminster Police Training Facility

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Kluefer – Mr. Kluefer was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 17,000sf

Completion Date: 2015

Municipal | Corporate Yard

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract



built- Ehlers Event Center

Ehlers Event Center

Address: 8150 S. Knott Ave., Buena Park, CA 90620

Project Description:

The existing 30,000sf facility is composed of a campus of Community Buildings, Senior Citizens' Center, and Banquet Facilities that is currently a major community gathering place. Built in the 1960s, the facility had a great deal of deterioration including dry rot along with deferred maintenance and was in need of updating. It also had issues of security, and homeless accessing private courtyard areas of the facility. Many of the Mid-century modern exposed wood details needed to be repaired and protected.

GPA was assigned to provide a strategic design to enhance security while also giving the facility a restoration and architectural update. Details were developed to repair and prevent future dry rot and deterioration. We provided design schemes and renderings as a part of an interactive process to design it with the City and the Community input and collaboration while staying on a restrictive budget.

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project.

Vic Nguyen – Mr. Nguyen was the Project Architect and was in charge of the design, rendering, entitlements, construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 30,000sf

Completion Date: 2018

Municipal | Community Center



built- Ehlers Event Center Parking



built- Ehlers Event Center Parking

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract

WRD Headquarters Tenant Improvement

Address: 4040 Paramount Blvd Lakewood, California 90712



Project Description:

Our experience with the Water Replenishment District of Southern California (WRD) exemplifies our building modification experience, expertise, and foresight. This project involved relocating the entire staff from their existing headquarters into a 20,000sf building. Through our needs assessment study, we were able to determine that the building was 25% larger than their needs at the time.



interior- WRD Headquarters



interior-



interior-

Although the entire building was not fully occupied at the beginning, we helped WRD assess opportunities for long term growth and cost savings. Overall upgrades were made to the interior design, lighting, HVAC system, and restrooms, reflecting the entire building that addressed both their current needs along with future needs when the organization can expand into the additional spaces that they could be leased out.

Just recently WRD had obtained our services to expand into the extra spaces. The building modifications for this recent relocation were very minor since these relocations were anticipated in the initial building modification/relocation. This also allowed them to be follow operational and occupy the building during the process of construction. Understanding of both architecture and space planning collectively allows us to implement building modifications from the initial stages that not only address the client's current needs but their future ones as well.

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the interior design of this tenant improvement project which also included furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 20,000sf

Completion Date: 2008/2017

Water District | Headquarters

Qualifications- Project Examples

IEUA Architectural Services for Master Service Contract



built- MWA Headquarters Facility

Mojave Water Agency Headquarters Facility

Address: 13846 Conference Center Drive, Apple Valley, California 92307

Project Description:

This Mojave Water Agency project centralizes all the Agency departments in one location to make daily operations more efficient. Designed to be an understated simple form clad in CMU block with an iconic entrance facade, the new headquarters facility is in the process of attaining a LEED Gold Rating.

This Mojave Water Agency project started off with a needs assessment of the previous Agency offices provided by GPa, which was located at different sites. The new facility centralizes all the Agency departments in one location to make daily operations more efficient. We provided full services in architecture as well as interior design offering construction documents, construction administration services, audio-visual coordination, and complete furniture equipment, and interior design services. The 22,000SF facility includes a state-of-the-art Board Room facility, conference rooms, and offices.



built-



interior-

Key Personnel:

Jack Panichapan – Mr. Panichapan acted as the Principal in Charge and was responsible for the design of this project for the exterior and interior including furnishing.

Kent Klueter – Mr. Klueter was the Project Architect and was in charge of the construction documents and construction administration for the project which also included coordinating documents between all the disciplines.

Project Size: 31,000sf

Completion Date: 2011

Water District | Headquarters

Qualifications- References

IEUA Architectural Services for Master Service Contract

Reference #1

Contact: Patricia "Patty" Pena
Management Analyst, City of San Gabriel
Phone: (626) 308-2825
Email: Ppena@sgch.org
Project: San Gabriel Municipal Yard Facility
Key Personnel: Jack Panichapan and Kent Klueter



Reference #2

Contact: Dustin Alamo
Senior Associate
Phone: (949) 497-9000
Email: dalamo@griffinholdings.net
Project: Westminster Corporate Yard
Key Personnel: Jack Panichapan and Kent Klueter



Reference #3

Contact: Jeff Townsend
Associate Engineer, City of Buena Park
Phone: (714) 562-3680
Email: JTownsend@buenapark.com
Project: Ehlers Event Center
Key Personnel: Jack Panichapan and Vic Nguyen



Reference #4

Contact: Charlene King,
Associate Engineer, Construction & Operations WRD
Phone: (567) 275-4252
Email: cking@wrdd.org
Project: Water Replenishment District Tenant Improvement
Key Personnel: Jack Panichapan and Kent Klueter



Reference #5

Contact: Gary Martin
Director of Engineering (Current Director of Castaic Lake Water District)
Phone: (661) 297-1600
Email: gmartin71@att.net
Projects: Mojave Water Agency Headquarters
Key Personnel: Jack Panichapan and Kent Klueter



Qualifications- Current Projects

IEUA Architectural Services for Master Service Contract

Current GPa Projects Under Design/Construction

Yucca Valley Library- Conversion of a free standing 7,000 SF bank building into a community library for the town of Yucca Valley.

(STATUS: CONSTRUCTION DOCUMENTS)

Long Beach Water District- Reconfigured existing office/workstation spaces to create additional work space for existing/new personnel. Redesigned an existing kitchen with new ADA compliant countertops/cabinets and wall hung cabinets for extra pantry storage.

(STATUS: SPACE PLANNING)

Manhattan Beach Engineering Division Remodel- Minor selective non-bearing interior wall and architectural finish demolition. Construction of interior non-bearing walls and architectural finishes. Minor site improvements at existing parking area. Interior mechanical, electrical, and plumbing improvements. Exterior metal wall panel painting.

(STATUS: CONSTRUCTION ADMINISTRATION)

Jurupa Board Room Ceiling- Removed existing suspended acoustical system and partial gypsum board soffit and corresponding light fixtures. Replaced with new suspended acoustical system and Title 24 compliant light fixtures and controls.

(STATUS: BIDDING)

Long Beach Municipal Urban Stormwater Treatment Facility- New ground-up 10,000 SF treatment facility with demonstration garden and space provided for the Long Beach Pow Wow mural.

(STATUS: DESIGN DEVELOPMENT)

Ontario Corporate Yard- A needs assessment/conceptual site plan layout for the City of Ontario Municipal Services Center.

(STATUS: CONCEPTUAL DESIGN)

Redondo Beach Council Chambers Renovation- A tenant improvement to modify the existing Redondo Beach City council chambers to meet ADA requirements.

(STATUS: DESIGN DEVELOPMENT)

Oceanside Pure Water Treatment Facility- New ground up construction of treatment facility using the architecture to blend the building into the surrounding environment.

(STATUS: DESIGN DEVELOPMENT)

SCE GO-1 Upgrade- A tenant improvement project remodeling all ceilings and light fixtures to new SCE standards.

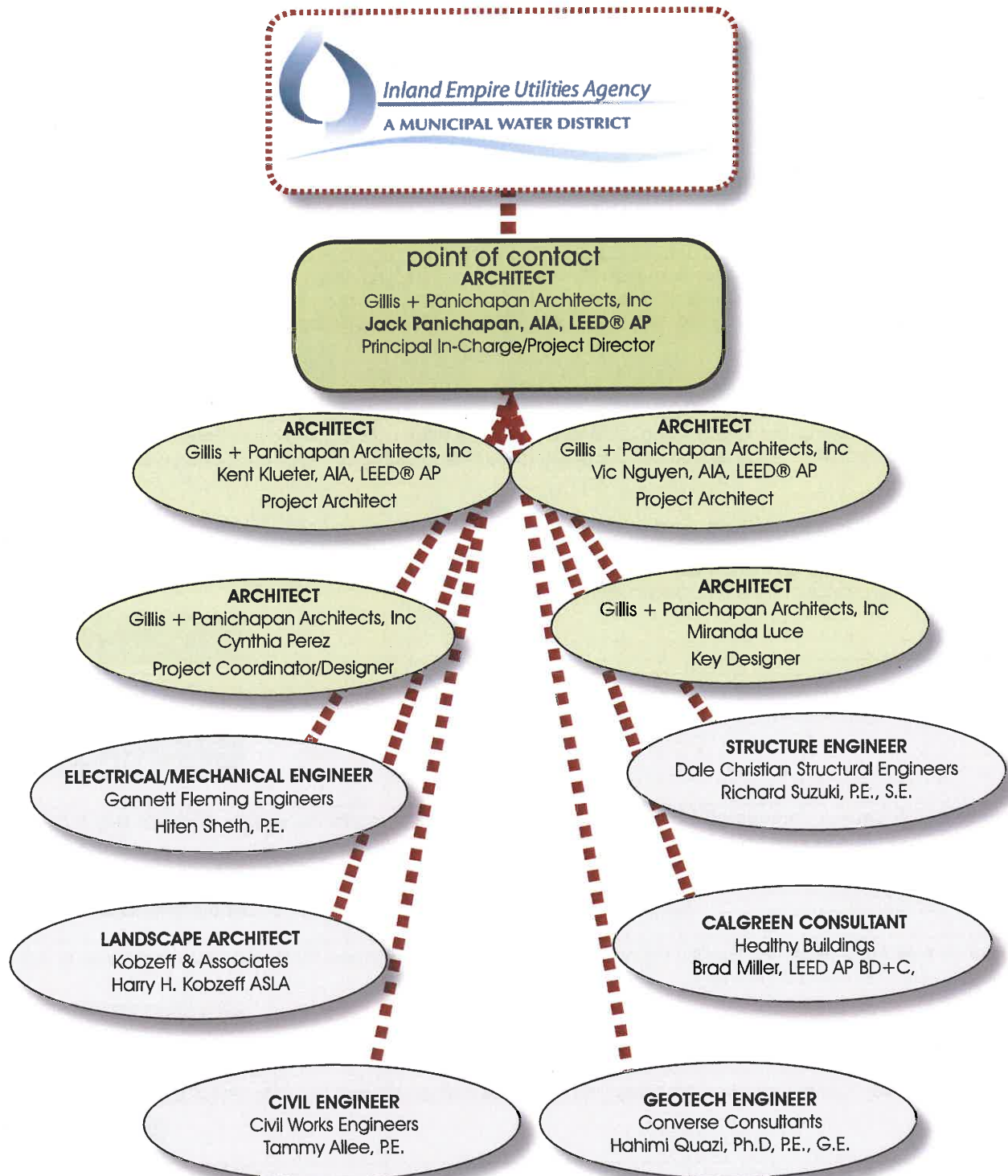
(STATUS: PLAN CHECK)

LADWP Vans Nuys Building- Conceptual design for mid to high rise building for the Los Angeles Department of Water and Power.

(STATUS: DESIGN DEVELOPMENT)

Qualifications- Project Team

IEUA Architectural Services for Master Service Contract



Qualifications- Resumes

IEUA Architectural Services for Master Service Contract

RESUMES

GPa

- Jack Panichapan- Principal
- Kent Klueter- Project Architect
- Vic Nguyen- Design Director
- Cynthia Perez- Project Coordinator/
Designer
- Miranda Luce- Key Designer

CONSULTANTS

- Richard Suzuki- Structural Engineer
- Hiten Sheth- Mechanical Engineer
- Hashimi Quazi- Geotech Consultant
- Tammy Allee- Civil Engineer
- Harry Kobzeff- Landscape Architect

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Jack Panichapan, AIA, NCARB, LEED® AP CEO/Principal

Role in the Project:

As the Principal, and Project Director, he is committed to managing incoming documents, coordinating consultants and handling discrepancies to ensure accuracy in the delivery of the project personally for every client.

Experience:

Years of Experience: 26
Years with GPa: 16

Registration:

Professional Architect, CA,
29344
Professional Architect, IL,
001-018109
LEED Accredited Professional

Education:

M. Arch, 1997, Architecture,
Iowa State University
B. Arch, 1996, Architecture,
Iowa State University

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

Project Availability:

Experience with the requirement and tasks:

Mr. Panichapan has over twenty years of experience, ranging from new buildings, renovation, and interior design, to complete city campus master planning. Throughout his career, he has extensive experience in the needs assessment, site survey and ADA analysis in various type of building, such as municipal, water district, corporate yard, health care facilities, and schools.

Relevant Experience:

- City of Escondido – Need Assessment, Maintenance and Water District Facility
- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of Westminster – Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of San Gabriel – Municipal Yard Facility
- University of California, Irvine, Health – On-Call A/E Services
- Imperial Irrigation District – Needs Assessment on Multiple Department
- City of Fullerton – Public Facilities and CNG Station
- City of Santa Ana – Jerome Center, Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- Mission Springs Water District – Needs Assessment and Concept Design
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- City of Paramount - Progress Park Multipurpose Facility
- Chicago Public School – 5 Major capital Renovation, 2 ADA Renovation, and 16 ADA Survey



Kent Klueter, AIA, LEED® AP Project Architect

Role in the Project:

Mr. Klueter is experienced in project coordination and management including developing working drawings, coordinating with engineering consultants, coordinating production of construction documents and building department, administration of the bidding process, ADA compliance, building code requirement, specification, and construction administration.

Experience:

Years of Experience: 27
Years with GPA: 20

Registration:

Professional Architect, CA,
25189
LEED Accredited Professional

Education:

B. Arch, 1990, Architecture,
California Polytechnic State
University, San Luis Obispo

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board

Project Availability:

Experience with the requirement and tasks:

With 27 years of experiences, and 20 years with GPA, Mr. Klueter has been working with varies types of project, such as municipal, water district, police facility, corporate yard, pump station, maintenance facility, civic facilities and training center (dispatch centers and essential facility).

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- City of Westminster – Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of San Gabriel – Municipal Yard Facility
- University of California, Irvine, Health – On-Call A/E Services
- City of Long Beach – On-Call A/E Services
- City of Paramount - Tenant Improvement
- City of Fullerton – Public Facilities and CNG Station
- City of Santa Ana – Jerome Center, Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)
- Marine Corporation Community Services – Indoor Firing Range, North Camp Pendleton, CA
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City of Stanton – Municipal Corporate Yard Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Vic Nguyen, AIA, LEED® AP Design Director

Role in the Project:

Mr. Nguyen is responsible for design presentation and quality control. With graphic, 3-D modeling and BIM expertise, he can assure quality project team coordination in every step of the design process. Moreover, he is in charge of project approvals at all stages from planning to building entitlement.

Experience:

Years of Experience: 19
Years with GPA: 9

Registration:

Registered Architect, CA,
C-30250
LEED Accredited Professional

Education:

B. Arch. 2000 Architecture,
University of Arizona

Professional Affiliations:

American Institute of
Architects
National Council of
Architecture Registration
Board
USGBC Orange County

Project Availability:

Experience with the requirement and tasks:

Mr. Nguyen has over nineteen years of experience, ranging from development of complex mixed use, civic, and transportation oriented projects, to highly detailed interiors of residential, retail, health care, and office environments. He has a wealth of experience working with the cities and the community directly to attain consensus for a project design.

Relevant Experience:

- University of California, Irvine, Health – On-Call A/E Services
- Family Health Center Renovations – Santa Ana and Anaheim UCI Health Location
- Mojave Water Agency – Need Assessment, New Headquarte Facility, and Central Operation Facility, Apple Valley, CA
- Moulton Niguel Water District – Need Assessment on Administration Building, Moulton Niguel, CA
- Marine Corporation Community Services – Indoor Firing Range
- City of Fullerton – Public Facilities and CNG Station
- City of Westminster - Corporate Yard and Police Department, Needs Assessment and Site Planning
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Anaheim – Linda Vista Reservoir and Pump Station
- Sandra Day O'Connor Federal Courthouse, Phoenix AZ
- Funaro Corporate Offices at One Penn Plaza, New York NY
- Master Plan for Cathedral City Civic Center, Cathedral City CA
- Solon 94 and Residence, New York NY



Cynthia Perez
Project Coordinator/Designer

Role in the Project:

Ms. Perez works closely with the Project Architect and Principal with the coordination of team members. She handles product research, color/material for furniture selection, and 3-D renderings. In addition, she is also involved in the coordinating production of construction documents, administration of the bidding process, and construction administration.

Experience with the requirement and tasks:

Ms. Perez has experiences working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- Mojave Water Agency – Need Assessment, New Agency Headquarters Facility, and Central Operation Center
- Marine Corporation Community Services – Indoor Firing Range
- Yorba Linda Water District – New Administration Facility
- Moulton Niguel Water District – Need Assessment on Administration Building
- City of San Gabriel – Maintenance Facility Yard
- City of Riverside – Pyrite Canyon Water Treatment Facility
- City of Westminster – Corporate Yard, Maintenance Facilities, Police Department, and Boy and Girl Club
- City of Fullerton – Public Facility and CNG Station
- City of Stanton – Municipal Corporate Facility Yard
- City of Barstow – Needs Assessment & Conceptual Design for City Hall Campus
- Palmdale Water District – Master Plan & CMU Wall for District Headquarters Facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement, Long Beach, CA
- University of California, Irvine, Health – On-Call A/E Services
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- City of Burbank – Master Plan for Corporate Yard

Experience:

Years of Experience: 11
 Years with GPA: 11

Education:

B. Arch., 2006, Architecture,
 University of California,
 Berkeley

Project Availability:

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Miranda Luce Key Designer

Role in the Project:

With one year of experience, Ms. Luce has experiences working on difference stages of the project from schematic design to construction drawing. She works closely with the project architect and principal on graphic presentation, 3D modeling and rendering, detail and construction drawing, and marketing documents.

Experience:

Years of Experience: 1
Years with GPA: 1

Education:

B. Arch., 2017, Architecture,
NewSchool of Architecture
+ Design

Project Availability:

Experience with the requirement and tasks:

Ms. Luce has experiences working through all project stages process. Moreover, she worked on many types of project, such as municipal, administration office, pump station, maintenance facility, firing range, training facility and corporate yard.

Relevant Experience:

- City of Redondo Beach – City Council Chambers ADA Retrofit
- City of Long Beach – Long Beach Municipal Urban Stormwater Treatment Facility
- Southern California Edison – Seismic Retrofits: Santa Ana, Redlands, Valencia, and Rialto
- Southern California Edison – Seismic/ADA Retrofits: Long Beach
- Inland Empire Utilities Agency – CCWRF Lab and Security Improvements
- LADWP – Van Nuys Building Conceptual Design
- City of Ontario – Need Assessment on Service Center
- University of California, Irvine, Health – On-Call Architectural and Engineering Consulting Services
- City of Oceanside – Pure Water Treatment Facility
- Southern California Edison – GO-1 Tenant Improvement
- BSMWC – Leahy Well
- EMWD – Gate 5 Needs Assessment
- City of North Tustin – Simon Ranch Reservoir
- University of California, Irvine, Health – Gottschalk Exterior Façade Renovation
- Water Replenishment District- Field Operations and Storage Annex Needs Assessment
- City of Anaheim- Linda Vista Electrical Building



Richard Suzuki, P.E., S.E.
Structural Engineer

Experience with the requirement and tasks:

Mr. Suzuki is experienced in all phases of structural engineering and design analysis for different types of structures including mixed-use multi story facility, retail buildings, tilt-up industrial buildings, restaurants, police and fire stations, steel office building and subterranean parking structures. He is involved with the project from the conceptual design all the way through construction by performing site visits during construction as well as the review of various structural submittals.

Experience:

Years of Experience: 22

Registration:

2006, Structural Engineering Certification, CA, S4971
 1992, Registered Professional Engineer, CA, CE-49775

Education:

B Sc. 1987, Civil Engineering, University of California, Irvine

Project Availability:

Relevant Experience:

- Mojave Water Agency – New Agency Headquarters Facility–LEED Gold
- Palmdale Water District – Master Plan & CMU Wall for facility
- Water Replenishment District of Southern California – Administration Needs Assessment and Tenant Improvement
- South Coast Water District – Operations Center Facility
- Yorba Linda Water District - New Administration Facility
- Banning Police Department – Banning, CA
- University of California Irvine – Student Housing “Puerta del Sol” and “Camino del Sol” - LEED Gold
- University of La Verne – La Verne, CA
- Jurupa Community Services District – Tenant Improvement
- City of Stanton Maintenance Facility – Stanton, CA
- Town of Yucca Valley – Facilities Master Plan
- City of San Gabriel – Maintenance Facility
- City of Moreno Valley – Facilities Corporate Yard Needs Assessment and Concept Design
- City Maintenance Facility Yard – Santee, CA
- City of Paramount – Progress Park Multipurpose Facility
- City of Paramount – Tenant Improvement
- City of Santa Ana – Santa Ana, California (Multiple projects including Fire Station and Community Center Remodel)

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Hiten Sheth P.E., LEED® AP Principal / Mechanical Engineer

Role in the Project:

As the Principal/Mechanical Engineer, he is committed to managing projects as MEP leader with hands on design work, in-house quality control and coordination between various trades to ensure accuracy in the delivery of every project personally for every client.

Experience:

Years of Experience: 12

Registration:

Professional Engineer, CA,
M35789
LEED Accredited Professional

Education:

M.S. Mechanical
Engineering, University of
Bridgeport (CT), 2006
B.E. Mechanical
Engineering, Sardar Patel
University (India), 2002

Professional Affiliations:

ASHRAE Associate Member
since 2006

Project Availability:

Experience with the requirement and tasks:

Mr. Sheth has more than 10 years of experience of engineering and design for various heating, ventilation and air conditioning systems such as variable air volume system (VAV), constant air volume (DX and Package), chilled water and heating hot water based central plants, variable refrigerant flow system (VRFs), under floor displacement ventilation systems (UFADs) and 100% outside air system for various healthcare and pharmaceutical applications. Mr. Sheth has had large exposure to design of various types of occupancies like office spaces, city halls, auditoriums, hospitals, medical office buildings, laboratories, educational and commercial restaurants.

Relevant Experience:

- City Of Simi Valley (Prime Consultant): Upgrade of existing HVAC system for city hall and DMV building (Double deck AHU upgrade with title 24 compliance and upgrade of existing air distribution system. Pneumatic to DDC controls). A federally funded project (ARRA Stimulus).
- DEA - Los Angeles - 40,000 SF TI for existing Federal Facility.
- 16th Floor Wilshire - Energy Upgrade replacing existing double deck AHUs and CAV system with energy efficient VAV system along with brand new loop air distribution system.
- IWBT (Interim West Bus Terminal): Design of waiting area building (50,000 SF) adjacent to Bradley international terminal at LAX. LEED silver project.
- Fess Parker Waterfront Hotel: 5 star hotel with 200 guest rooms, ball room, spa, commercial kitchen, auditorium, indoor swimming pool, lounges and multipurpose spaces. Approximately 200,000 SF of conditioned space.
- Design of various office TIs for Haven Pointe, Rancho Cucamonga.
- Various large and mid-size TIs for American Career College in Long Beach and Anaheim campuses.
- Owner's representative for American Career College for their Texas and Florida campuses.
- USC ophthalmology TI in city of Arcadia.
- AHU replacement for USC – McKibben Hall.
- Various tenant improvement projects at USC's Health science campus, Los Angeles, CA.



Hashimi Quazi, Ph.D., P.E., G.E., Geotech Engineer

Role in the Project:

In his capacity as Principal in Charge or Project Manager, Dr. Quazi provides quality control, budget oversight, and technical assistance on various types of projects, including pipelines, wastewater treatment plants, reservoirs, and other related studies. He has supervised site investigations and prepared technical reports for facilities located in areas of high liquefaction potential and difficult subsurface conditions.

Experience:

Years of Experience: 26

Registration:

Civil Engineer, California
46651

Geotechnical Engineer, CA
#2517

Education:

B.S., Bangladesh
Engineering University, 1978

M.S. Civil Engineering,
Arizona State University, 1982

Ph.D., Civil Engineering,
University of Arizona, 1987

Project Availability:

Experience with the Requirement and tasks:

Dr. Quazi has over 26 years of experience providing geotechnical engineering services and has earned a reputation for quality work provided in an honest and ethical manner, on time and on budget. He is a member of the Executive Committee responsible for the executive functions.

Relevant Experience:

- Fox Plaza – Riverside, CA
- East Valley Water District Administration Building – Highland, CA
- Eastern Municipal Water District Administration Building Expansion – Perris, CA
- Lloyd W. Michael Water Treatment Plant – Rancho Cucamonga, CA
- Palm Springs Wastewater Treatment Plant Expansion – Palm Springs, CA
- Westside Water Reclamation Plant, Phase 3 Expansion – Victorville, CA
- John W. North Water Treatment Plant – Grand Terrace, CA
- Victor Valley Wastewater Reclamation Facility Expansion – Victorville, CA
- Temecula Valley Regional Wastewater Plant Expansion – Temecula, CA
- Hinkley Water Treatment Plant – Redlands, CA

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Tammy Allee, P.E., QSD/QSP Civil Engineer

Experience with the requirement and tasks:

Tamara ("Tammy") Allee has over 16 years of professional civil engineering experience in both the public and private sector. Her background includes general infrastructure and public works improvement projects such as transportation including streets and freeways, site improvements for commercial and public facilities, hydrology and storm drains, water distribution, right-of-way engineering, utility modifications, and retaining walls. Ms. Allee is knowledgeable in coordinating design and production of all civil plans and documents, from preliminary planning through construction. She is accustomed to working with federal, state, county and city jurisdictions. Ms. Allee has extensive experience in QA/QC reviews of engineering plans, documents, reports, bids and specifications.

Experience:

Years of Experience: 16

Registration:

Professional Engineer, CA,
34277, 1982

Qualified SWPPP Developer
& Practitioner,
25572, 2015

Education:

B.S., 1979, Civil Engineering,
University of California, Irvine

Project Availability:

Role in the Project:

Her experience covers projects from inception to completion including project and program management, planning, design, and construction. She has experience in working with both the public and private sector including cities, counties, state agencies, federal agencies, school districts, universities, developers, and architects/engineers.

Relevant Experience:

- Inland Empire Utility Agency – Maintenance and Operations Center Facility
- Eastern Municipal Water District – Gate 5 Feasibility Study
- I-5 at Washington Blvd – Commerce, CA
- I-605 / Carson Street Interchange – Long Beach, CA
- Water Replenishment of Southern California, Field Operations and Storage Annex – Lakewood, CA
- I-5 Managed Lanes PS&E – Rialto, CA
- SR-210 / Pepper Avenue Interchange PS&E – Corona, CA
- I-710 Freight Corridor Segments 1-7 SWDR & WQAR – Long Beach, CA
- I-15 / Cajalco Road Interchange Reconstruction, PBS&J – Corona, CA
- SR-22 Eastbound Beach Boulevard to Orange Crush, – Costa Mesa, CA
- State Route 1 and Huntington Street in Huntington Beach – Huntington Beach, CA
- John Wayne Airport Fuel Tank Storage Facility in Orange County – Tustin, CA



Harry Kobzeff, ASLA Landscape Architect

Role in the Project:

Mr. Kobzeff has worked closely with both developers and architects to establish project programs and to carry them out successfully from the early design stages through to the finished product. He design and supervise all projects, as well as revise drawings and design.

Experience:

Years of Experience: 36

Registration:

Registered Architect, CA,
C-20840

Education:

B. Sc., 1973, Landscape
Architecture, California
State Polytechnic University,
Pomona

Professional Affiliations:

American Society of
Landscape Architects

Project Availability:

Experience with the Requirement and tasks:

Mr. Kobzeff has managed many projects within a wide range of types, sizes, and jurisdictions. In the public sector, he has met with concerned citizen and special interest groups to evaluate public priorities, as well as local government groups to establish municipal project goals and direction. He is experienced in the governmental, commercial, industrial, institutional, recreational and residential markets in southern California, northern California, Arizona, Texas and Colorado.

Relevant Experience:

- Mojave Water Agency – New Agency Headquarters Facility
- Yorba Linda Water District - New Administration Facility
- City of Stanton Maintenance Facility – Stanton, CA
- City of San Gabriel – Maintenance Facility
- Long Beach Water District Headquarters – Long Beach, California
- City of Paramount – Progress Park Multipurpose Facility
- City of Corona Corporate Yard – Corona, CA
- City of Santa Clarita, Consultant to Parks and Recreation Design, Monitoring and Supervising Landscape Maintenance Districts; City of Santa Clarita, California
- Santa Clarita Metrolink Station and Slope Refurbishment; Santa Clarita, California
- County of Los Angeles, Los Angeles County Water Works
- Vista Irrigation District – Vista, California (54,000 SF Administrative, Operations and Maintenance Campus)
- LCS Building, Glendale Community College – Glendale, CA
- Mark Twain Library – Long Beach, CA
- Bernards Brothers Corporate Headquarters – San Fernando, CA

Qualifications- Resumes

IEUA Architectural Services for Master Service Contract



Brad Miller, LEED® AP, GHG-IQ, CDT LEED Consultant

Experience with the requirement and tasks:

Mr. Brad Miller, LEED AP, CDT, GHG-IQ is the Founder and Principal of Healthy Buildings (Formerly Environmental Concepts Company). Brad has over 20 years of experience in the environmental consulting, contracting and manufacturing industry. One reason Brad founded Healthy Buildings was due to a void of consultants in the sustainability industry possessing a background of Environmental Engineering and Earth Sciences.

Experience:

Years of Experience: 20

Certification:

Construction Specifications Institute (CSI) Construction Documents Technologist (CDT)
CSA America's Greenhouse Gas (GHG) Inventory Quantifier (GHG-IQ) certification.
California and Metropolitan Water District Small Business Certified.
Federal CCR Trading Partner Certified
LEED Accredited Professional

Education:

B.S., 1984, Geosciences, University of Arizona, Tucson, Arizona
MAsc., 1988, Environmental Engineering, University of British Columbia, Vancouver, B.C.

Professional Affiliations:

Member, USGBC Orange County
Member, USGBC Los Angeles County
Member, USGBC San Diego County
Construction Specifications Institute
Green Roofs for Healthy Cities Green Roof 101, 201, and 301 Trainer
Build It Green™

Project Availability:

Relevant Experience:

- Mojave Water Agency, New Agency Headquarters Facility, Town of Apple Valley, CA (LEED Gold)
- Newport Beach Civic Center and Park, Newport, CA (LEED Gold)
- Costa Mesa Sanitary District Corporate Yard, Costa Mesa, CA (LEED Platinum)
- UCI Medical Center – On-Call LEED Sub-consultant, A/E Services, Orange, CA
- Barstow Community Center, Barstow, CA
- Bernardo Terrace Corporate Center, Rancho Bernardo, CA
- City Parkway West Offices, Orange, CA
- Claremont MOB, Claremont, CA
- Hanover Strata Luxury Apartments, San Diego, CA
- Cricket Wireless Corporate Headquarters, San Diego, CA
- Lawndale Community Center, Lawndale, CA
- Pinon Hills Community Church, Farmington, NM
- Saddleback Church Student Zone, Lake Forest, CA
- Waxie Sanitary Livermore Warehouse EBOM, Livermore, CA
- Waxie Sanitary Supply Distribution Centers, Utah and Arizona

Forms/Attachments

IEUA Architectural Services for Master Service Contract

FORMS/ATTACHMENTS

- Exception Form(s)
- Worker's Compensation Certificate
- Consultant Identification Form/Release Form
- Non-Collusion Affidavit
- Waiver/Release of Liability Form
- Fee Proposal (See Separate Envelope)
- Proposal Signature Form
- Licensing and Certification Information
- Certificate of Insurance
- W-9 Form

Exception Form

IEUA Architectural Services for Master Service Contract

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in the Request for Proposals, submit the following form with your Proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: NONE

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Worker's Compensation Certificate

IEUA Architectural Services for Master Service Contract

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

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



Signature

Gillis + Panichapan Architects, Inc.

Company Name

Jack Panichapan

Printed Name

C2330162

Business License Number

Principal/CEO

Title

2/19/19

Date

Consultant Identification Form

IEUA Architectural Services for Master Service Contract

CONSULTANT IDENTIFICATION

1. Legal name of Consultant: Gillis + Panichapan Architects, Inc.
2. Street Address: 2900 Bristol St., Ste G-205, Costa Mesa, CA 92626
3. Mailing Address: 2900 Bristol St., Ste G-205, Costa Mesa, CA 92626
4. Business Telephone: 714.668.4260
5. Facsimile Telephone: 714.668.4265
6. Email Address: jack@gparchitects.org
7. Type of Business:
 - California Corporation
 - Corporation organized under the laws of the State of _____, with head offices located at _____, and offices in California at _____.
 - Limited Liability Company
List name of managing member(s):

 - Sole Proprietorship _____ proprietor.
 - Partnership
 - Limited Liability Partnership
List names of general partners; state which partner or partners are managing partner(s)

 - Other (attach Addendum with explanatory details)
8. Business License number issued by the City where the Consultant's principal place of business is located.
Number: 17261 Issuing City: Costa Mesa
9. Federal Tax Identification Number: 33-0951611

Consultant Identification Form

IEUA Architectural Services for Master Service Contract

10. Offeror's Project Manager: Vic Nguyen
11. Project Manager's E-mail Address: vnguyen@gparchitects.org
12. Project Manager's Cell Phone No. : 714.668.4263
13. References: List at least three (3) references for whom you provide a similar service:

See Page 14 for References

Non-Collusion Affidavit

IEUA Architectural Services for Master Service Contract

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of Orange)

Jack Panichapan, being first duly sworn, deposes and says

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



Signature

Gillis + Panichapan Architects, Inc.
Company Name

Jack Panichapan
Printed Name

29344
Consultant License Number

Principal/CEO
Title

2/19/19
Date


WAIVER / RELEASE OF LIABILITY

Gillis + Panichapan

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

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

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

By:  2/19/19
Representative's signature Date

Jack Panichapan Principal/CEO
Print Name Title

Approved: _____

FEE PROPOSAL

IEUA Architectural Services for Master Service Contract



We propose to furnish the services based on the hourly billing rates listed below for the services associated with this project. Often we propose an "hourly not to exceed" contract at the beginning of our process. Below is a schedule of hourly billing rates.

We tailor our scope and subsequent fee proposals to accommodate the scope of work realizing that there is latitude in both parameters to be discussed during the contract negotiation. These rates we propose will be valid for the contract duration.

SCHEDULE OF HOURLY BILLING RATES

ARCHITECTURE

Principal.....	185
Project Director.....	155
Project Architect.....	135
Job Captain.....	95
CAD Tech.....	85
Clerical.....	65

STRUCTURAL ENGINEER

Principal.....	225
Sr. Engineer VP.....	190
Sr. Assoc. Engineer.....	175
Project Engineer.....	165
Draft Person.....	105

LANDSCAPE ARCHITECT

Managing Principal.....	160
Principal In Charge.....	140
Project Manager.....	120
Job Captian.....	85
Draft Person.....	65

GEOTECH ENGINEER

Principal/Consultants.....	180
Principial Professional.....	170
Senior Professional.....	150
Project Manager.....	150
Project Professional.....	135
Sr. Staff Professional.....	110
Staff Professional.....	100

MEP ENGINEER, FIRE, SECURITY + AV

Project Principal.....	270
Project Manager.....	225
Project Engineer.....	180
Engineer.....	150
Designer.....	140
CAD Technician.....	135
Clerical.....	95

CIVIL ENGINEER

Project Principal.....	165
Project Manager.....	150
Project Engineer.....	130
Engineer.....	115
Senior Designer.....	110
Junior Designer.....	90
CAD Technician.....	80
Clerical.....	65

CAL GREEN + LEED CONSULTANT

Project Principal.....	175
Project Professional.....	110

CONSULTANTS

When additional consultants are needed, we will be the primary point of contact and the team leader. Our contract will include and convey all consultant fees and contracts as a subcategory of our fee and services. Consultant fees will be charged with an additional 15% management and coordination fee.

REIMBURSABLES

In our contract we often have a reimbursable allowance. This reimbursable allowance covers fees beyond general B&W printing fees on standard ledger or tabloid size paper. Government fees, delivery costs (such as United Parcel Service charges), and the costs of special sized prints/ reproductions are not included in our fee. These items are "reimbursable" items and will be shown separately on our invoice with a 10% coordination fee.

List of reimbursable charges and rates:

Printing Reimbursable	price range between 0.10 – 4.25 per sf depending on printing type and paper
Package and Shipment rates	UPS services fee depend on package weight and distance

MILEAGE

GPa bases our standard mileage rates for the use of a vehicle such as a car, van SUV or pickup will be: 56 cents per mile for business miles based on State of California Employers Association 2015 Mileage Reimbursement Rates Effective January 1, 2016.

PROPOSAL SIGNATURE FORM

ALL COMPLETED RATE/FEE SCHEDULES MUST BE ACCOMPANIED BY THIS COMPLETE, SIGNED FORM

Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices (i.e. if Net 10, then 2% discount).

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

If Net _____, then _____ % discount

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

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



Offeror's Signature

Gillis + Panichapan Architects, Inc.

Company Name

Jack Panichapan

Printed Name

C2330162

Business License Number

Principal/CEO

Title

2/19/19

Date

Licensing and Certification Information

IEUA Architectural Services for Master Service Contract



CITY OF COSTA MESA BUSINESS LICENSE TAX CERTIFICATE - 17261

77 FAIR DRIVE • COSTA MESA, CA 92626
PO BOX 1200 • COSTA MESA, CA 92628-1200
PHONE (714) 754-5234 FAX (714) 754-5149

BUSINESS NAME GILLIS & PANICHAPAN ARCHITECTS INC
BUSINESS 2900 BRISTOL ST G205
LOCATION COSTA MESA, CA 92626-7915

EXPIRATION DATE: February 29, 2020

DESCRIPTION: ARCHITECT

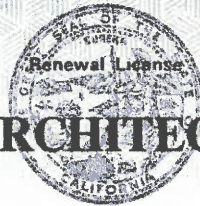
PRINCIPAL'S NAME: LONGKAVACH PANICHAPAN

LONGKAVACH PANICHAPAN
GILLIS & PANICHAPAN ARCHITECTS INC
2900 BRISTOL ST G-205
COSTA MESA, CA 92626-7915

**ISSUED FOR TAX PURPOSES ONLY - NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE**

This Business Tax Certificate does not guarantee compliance with State or Federal licensing requirements. Issuance of this certificate indicates that the entity has paid the applicable Business Tax, pursuant to the CMMC Title 9 Chapter 1, and is issued for revenue purposes only.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS



CALIFORNIA ARCHITECTS BOARD
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

LICENSE NO. C 29344
RECEIPT NO. 72770497

ARCHITECT

VALID UNTIL NOVEMBER 30, 2019

LONGKAVACH PANICHAPAN
5 STARLIGHT
IRVINE CA 92603

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

10/06/17
10/06/17

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)
Gillis + Panichapan Architects, Incorporated

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
2900 Bristol Street, Suite G-205
City, state, and ZIP code
Costa Mesa, CA 92626

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Employer identification number


3	3	-	0	9	5	1	6	1	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 03/26/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



EXHIBIT B



REQUEST FOR QUALIFICATIONS

NO. RFQ-SS-19-011

FOR PROVISION OF

Architectural Services

For

Master Service Contract

January 23, 2019

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This Request for Proposals package includes the sections and subsections listed below. If any of these items are missing from your Request for Proposals package, please contact the individual identified on Page 2, Section 1-E.

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SECTION I - SUBMISSION INFORMATION

A. INTRODUCTION:

The Inland Empire Utilities Agency (hereafter IEUA or the "Agency") invites submittal of sealed Qualifications for the provision of Architectural Services to be provided on an "as-needed" basis under the terms to be established by a five-year (approximately from May 1st, 2019 through May 31, 2024), fixed-fee level-of-effort (i.e. "fixed unit rate") Master Service Contract. This contract, based on a Consultants fixed fee, may be inflated by Los Angeles CPI each year, for as-needed on-call (Time and Material) or task order related work under the Master Service Contract. Work will be issued to the successful proposer on an as-needed basis as discrete written task orders or may be directed on a time and material basis. The projected work for all task orders is expected to be \$700,000. The Agency makes no guarantee of a certain minimum amount of work under this contract, however. If successful, the Inland Empire Utilities Agency (Agency) reserves the right to extend the contract for up to two, one-year extensions, at the Consultants then, current hourly billable rate.

The goal of this process is to award a master contract to a Consultant(s) willing to provide the requested services on an on-call basis and by issuance of project-specific task orders for work that falls within the contract term, or written direction from the Agency for work to be pursued on a time and material basis. The awarded master contract(s) will be task-order or time and material based. The firm, or firms, selected for receipt of a master contract(s) may subsequently and exclusively be bidding against each other on selected individual task order statements of work.

B. SUBMITTAL CLOSING DATE AND TIME:

The scheduled submittal closing dates and times are as listed below. Qualification packages received after the "closing" date and time indicated will not be accepted. Faxed Qualification packages will not be accepted.

Thursday, February 21, 2019 at 3:00 P.M.

C. **PROPOSAL LABELING:**

Proposals shall be submitted in a **sealed package** and must be plainly marked and submitted as follows:

ALL QUALIFICATION PACKAGES SHALL BE LABELED WITH	
INLAND EMPIRE UTILITIES AGENCY	
RE: PROPOSAL FOR	Architectural Services For Master Service Contract
REQUEST FOR PROPOSALS NUMBER	RFQ-SS-19-011
ATTENTION:	Susannah Shoaf, Contracts & Procurement Supervisor
Qualification envelopes submitted via an <u>Express Courier or Personal Delivery</u> shall be labeled as follows:	6075 "A" Kimball Avenue Chino, CA 91708
Qualification envelopes submitted via <u>US Postal Service</u> shall be labeled as follows:	Inland Empire Utilities Agency P.O. Box 9020 Chino Hills, CA 91709

Prospective Consultants assume the risk of any delay in mail or handling of mail. Consultant are therefore responsible for ensuring that their Qualification is received on time at the specified location by the specified time, whether they are sent by mail or delivered in person. Oral, telegraphic, or telephonic Proposals or modifications will not be considered.

D. **PROPOSAL SUBMITTAL:**

All Offerors shall complete and return a Qualification package consisting of **one (1) original and seven (7) hard copies and one (1) complete electronic copy (provided on CD/DVD/USB) of the Consultant's Proposal**. All Qualification packages delivered in an express courier package shall be sealed in a separate envelope within the courier package. **Any Qualification packages found to be illegible or substantively incomplete may be rejected.**

The Qualification package shall be clearly marked "**Qualifications for RFQ-SS-19-011**" and the separate, sealed Rate Proposal envelope marked "**RATE ENVELOPE – RFQ-SS-19-011**". All submittal packages will be held in confidence prior to the opening date.

E. **INQUIRIES:**

Inquiries regarding this solicitation should be submitted on PlanetBids. The cut-off date for submitting questions is **3:00 P.M. Wednesday February 13, 2019**. Questions may be answered and uploaded to the PlanetBids as an Addendum to all registered participants.

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

SECTION 2 - GENERAL INFORMATION

A. AGENCY DESCRIPTION:

The Agency is a regional wastewater treatment agency that provides sewage treatment to the southwest end of San Bernardino County. Additionally, the Agency serves as a supplemental source of potable water and reclaimed water to the same geographic area. The Agency was incorporated in June 1950, under the Municipal Water District Act of 1911, as a municipal corporation. The Agency's service area encompasses approximately 242 square miles, including the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Rancho Cucamonga and Upland. Also included are miscellaneous unincorporated areas of western San Bernardino County, including remnants of the San Bernardino Agricultural Preserve, a large industrial corridor between the cities of Fontana and Rancho Cucamonga and the State of California's correctional facilities at the California Institute for Men and Women. Currently, the Agency provides wastewater collection and treatment service and recycled water distribution to seven contract customers.

The Agency currently owns and operates five wastewater reclamation treatment plants. These plants include Regional Water Recycling Plant No. 1 (RP-1), located in the City of Ontario; Regional Water Recycling Plant No. 2 (RP-2), located in the City of Chino; Regional Water Recycling Plant No. 4 (RP-4), located in the City of Rancho Cucamonga; Carbon Canyon Water Reclamation Facility (CCWRF), which is also located in the City of Chino; and Regional Water Recycling Plant No. 5 (RP-5), which is also located in the City of Chino.

B. WAITING PERIOD:

All Offerors are alerted that a waiting period of up to ninety (90) days, measured from the date of the Proposal submittal deadline, **may** be required before proceedings are completed and awards (or rejections) are made. Offerors shall assume full responsibility for the effect of the waiting period on all Proposal prices, fees, and terms.

C. QUALIFICATION PREPARATION COSTS:

The Agency is not, nor shall be, deemed liable for any costs incurred by the Offeror during the preparation, submittal, or presentation of their Qualification Package.

D. PROPOSAL INCLUSIONS:

The Request for Qualifications (RFQ) documents shall be returned in their entirety, with all applicable portions fully completed by the Consultant (See Attachments and Attachment E – Required Forms). For forms not provided by the Agency, the Consultant shall provide requested forms. Organization of the RFQ is left to the Consultant to format. Each page shall be sequentially number and initialed by the Consultant. The methodology should not be more than 20 pages. At a minimum, each Offeror's proposal shall include the following proposal requirements:

1. Letter of Introduction
2. Proposal which will include:
 - a. Methodology;

- b. Project Management Approach;
- c. Number of Current Contracts; and,

Attachments:

- 3. Exception Form(s)
- 4. Workers' Compensation Certificate
- 5. Consultant Identification Form/ References Form
- 6. Non-Collusion Affidavit
- 7. Waiver/Release of Liability Form
- 8. Schedule of proposed labor and equipment categories and associated fully-burdened rates /Subconsultant References Form (May use Offeror's own forms / formats)
- 9. Completed and signed Proposal Signature Form
- 10. Offeror's statement of qualifications and pertinent resumes including subconsultants (May use Offeror's own forms / formats) including copies of Professional License(s) of critical personnel
- 11. Certificate(s) of Insurance or Letter of Compliance (To be provided by Offeror's Insurance Carriers)
- 12. Form W-9 Request for Taxpayer Identification Number and Certification (To be provided by Offeror)

E. WITHDRAWAL OF PROPOSAL/QUALIFICATIONS BEFORE CLOSING:

Any Offeror may request the withdrawal of their submitted Proposal/Qualifications, either in person, by phone, e-mail, or written request, at any time **prior** to the scheduled Qualifications due date and time. Upon receiving the written request to withdraw any Proposal/Qualifications, the Agency will consider the Offeror's Proposal null and void. Withdrawal of Offeror's Proposal/Qualifications will not prejudice Offeror's re-submittal for this or any future Proposal(s).

F. MISTAKE IN PROPOSAL:

Any Offeror may withdraw their Proposal after the Proposal due date, subject to the time restrictions indicated below, **only** if the Offeror can establish to the Agency's satisfaction, that a material mistake was made in preparing the Proposal.

- 1. An Offeror declaring a mistake must provide a written notice to the Agency within five (5) calendar days following the scheduled Proposal due date, specifying in detail, how the mistake occurred, and how the mistake made the Proposal materially different than it was intended.
- 2. Withdrawal of the Proposal will **only** be permitted for mistakes made in the completion of the Proposal and shall not be permitted for mistakes resulting from error in judgment or carelessness in the interpretation of the scope of work. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further Proposals based on the RFQ for which the mistake in the Proposal was claimed (*Public Contract Code Attachment F105*).

G. PROPOSAL/QUALIFICATION ACCEPTANCE:

The Agency reserves the right to **accept or reject** any or all Proposals/Qualifications, waive any informalities in any Proposal/Qualifications, postpone the project, or any portion thereof, if such actions are deemed to be in the best interest of the Agency.

H. INTERPRETATION OF DOCUMENTS:

During the Qualification solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Qualifications," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately contact the Contracts Administrator identified in Section 1(C), above. Should it be found necessary, a written addendum will be sent to all known perspective Offerors. Any addenda issued prior to the scheduled Proposal due date and time shall form a part of this solicitation and shall become a part of the submitted Proposal.

I. ACCEPTANCE AND PAYMENT:

The selected Offeror's invoice(s), after the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated task order number, and be accompanied by detailed supporting documentation which shall include certified payroll, corresponding rate/fee title as submitted on Attachment C Proposal Rate/Fee Schedule, related test reports and technician/inspection daily reports for all charges. The Agency shall pay the Offeror's properly executed invoices, subject to approval by the Project Manager, within forty-five (45) days following receipt of the invoice.

J. INSURANCE:

Offeror's attention is directed to the insurance requirements as stated herein and in the sample contract attached.

All offerors are requested to submit with their Proposal, certificates of insurance evidencing coverage or a letter from the Offeror's insurance agent of corporate Risk Management Department acknowledging that the Offeror will, if selected, be able to comply with all Agency insurance requirements. It is highly recommended that each Offeror confer with their respective insurance carriers or brokers to determine in advance of Proposal submittal, the availability of insurance certificates and endorsements as prescribed herein. If an apparent best-Offeror fails to comply with the insurance requirements, that Offeror may be disqualified from receiving the award. All insurance certificates and endorsements meeting the Agency's requirements must be received and accepted by the Agency prior to issuance of a Notice-To-Proceed against the associated contract.

K. RELEASE OF LIABILITY:

The selected Offeror shall execute a Release of Liability form, agrees and understands that the Consultant's personal property, if left at the Agency's work site, during the course of the Work, may be exposed to the risk of, but not limited to, theft, vandalism, fire damage, water damage, and wind damage; for which the Consultant agrees to assume any and all such risk, and consequences, as a result thereof. The Consultant shall be responsible for the

completion of the Agency's Waiver/Release of Liability form (see Attachment E).

L. LIENS:

The Offeror shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Offeror because of said Services to be furnished because of the Request for Proposal, and that may be secured by any lien against the Agency.

M. FEDERAL, STATE, AND LOCAL LAWS:

The Offeror and all subconsultants shall comply with all applicable federal, state, and local laws, rules, and regulations.

N. CONTRACT EXECUTION(S) / EXCEPTIONS:

The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. The Agency will issue, to the selected Consultant, a contract similar in form to the sample shown in Attachment D. The executed contract which will incorporate this RFQ and the Offeror's Proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFQ. An Exceptions Form is provided (see Attachment E).

O. PUBLIC RECORD:

Be advised that all information contained in Proposals submitted in response to this solicitation shall be subject to the California Public Records Act (Government Code Section 6250 et seq.), and information's use and disclosure are governed by this Act.

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

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

To insure confidentiality, Offerors are instructed to enclose all "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," data in separate sealed envelopes, which are then

included with Proposal documents. Because the Proposal documents are available for review by any person following the Proposal opening, and during the Proposal review period, and after an award of a contract resulting from a Request for Proposals, the Agency shall not in any way be held responsible for disclosure of any "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," documents that are not contained in labeled and sealed envelopes.

P. REFERENCES:

Each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Refer to Section E, Consultant Identification, Number 13 for additional requirements. Include the reference names, contact person(s) telephone numbers, business physical address, and brief description of the specific services provided.

Q. REQUIREMENTS:

The Agency is requesting an RFQ to identify one or more qualified architectural design consultants to provide architectural services. The Statement of Qualifications should include the following information:

1. Contact information. Name, street and email address, and phone number of the firm.
2. Form of organization. Whether a firm is a partnership, corporation, or sole proprietorship, where it is organized, and the names of principals, officers, and directors of the firm.
3. Statement of Qualifications. A narrative or other statement by the firm of its understanding of project objectives, methods and techniques that would be used to approach the project, and its qualifications for the proposed project.
4. Resume(s) of primary contact professionals. Also Resume of Structural Engineer, Architect plans to use.
5. Availability. A brief statement of the availability of key personnel of the firm to undertake the proposed project(s).
6. List of references. Please include address and telephone numbers.
7. Proof of Professional License to perform noted work including Structural Engineer.
8. Acknowledgement of Agency Contract requirements.

R. TERM OF CONTRACT:

The Agency is hereby soliciting the services of an Offeror to perform Architectural Services, on a Task-Order or "on-call, Time and Material" basis during the Five-year period, approximately May 1st, 2019 through May 31, 2024). If successful, the Agency reserves the right to extend the service contract for up to two, one-year time extensions, at the Consultants then, current hourly billable rate.

SECTION 3 – SCOPE OF SERVICES

A. SCOPE OF WORK AND SERVICES:

The Offeror services and responsibilities shall be in accordance with the following:

All required work and services shall be documented, and no services shall be provided by the Consultant prior to receiving a written Request and Authorization for Services (Time and Material) or executed Task Order from IEUA authorizing the Consultant to proceed with performing the respective work/services indicated in the written communication.

The Consultant shall be required to submit monthly invoices which track cost of work by item and all previous task orders, so the Master Contract Not to Exceed total will not be exceeded. **It is the Consultants responsibility to make sure they do not exceed this Contract Limit.**

For Construction related work, the Agency utilizes a construction information program (CIPO) to track documents, approve submittals, answer requests for information and review and approve change orders. To assure that contemporaneous document control is maintained via CIPO, all documents and records of construction submittals, inspection and materials, and correspondence, will be sent through CIPO. To access CIPO, the Consultant will be required at their expense to have:

1. A workstation supporting a web browser which must be one of: (A) Microsoft Internet Explorer (9) or later, (B) Mozilla Firefox@ 3.0, (C) Google Chrome 2.0, or Apple Safari 3.0 or later.
2. A broadband internet connection with enough bandwidth and quality to allow trouble-free browsing and data uploading and downloading.
3. A workstation based, commercially available and proven anti-virus program.
4. IEUA utilizes the following software to manage and document its Capital Projects:
 - a. Microsoft Office
 - b. Oracle's Primavera P6 Software
 - c. SAP Software
 - d. Capital Improvement Program Office (CIPO)
 - e. AutoCAD 2018
 - f. ESRI 10.2 GIS for As-Building and Utility Archiving

Design documents shall be submitted and saved on a computer disk in a form compatible with the Agency's computer file storage and updating procedures. IEUA requires all consultants to submit all final designs on CD format in AutoCAD 2018. Refer to Attachment F for IEUA's detailed AutoCAD specifications.

B. SCOPE OF SERVICES TO BE EVALUATED:

The Agency intends to use the Consultant on several different types of projects. Some \$3.4-million for roofing/structural replacement and mitigation (dry-rot and asbestos) as well as \$1.5-million for remodeling and park amphitheater/picknick bench covers, is scheduled over the next 5-year period. This work ***should*** be emphasized by the Consultant in that this is what the Agency anticipates needing. For reviewing the Consultant's qualifications, past projects related to the following municipal service type projects will be used to review and rate the Consultants including:

1. Rehabilitating building roofing systems;
2. Remodeling of buildings;
3. Structural work for building additions and roof trussing and framing/wall penetrations (may require teaming with appropriate Structural Engineer);
4. Parapet drains and other architectural roof designs;
5. Assistance on Pre-Design planning of facilities;
6. Preparation of construction cost estimates;
7. Assisting staff on specification development on specified tasks;
8. Construction support including submittal review and approvals, evaluation of cost related to change orders, request for information and deviation responses;
9. Conceptual design to final design;
10. Develop Construction Schedules;
11. Calculations, reports, and studies;
12. Agency coordination and permitting;
13. Utility research and coordination;
14. Cost Estimates; and,
15. Familiarity with the area's planning and permitting requirements, environmental document processes, capital improvement project processes, and experience in governmental wastewater facilities, remodel and renovation, parks, greenbelts, etc. Consultant /Architectural Firm shall have at least one staff member having LEED accreditation and/or Consultant/Architectural Firm that has a LEED Consultant with the following accreditations: LEED AP BD+C, EBO+M.

Note that the Agency is interested in Metrix. It would benefit Consultants' proposal to indicate things like Cost Estimates versus actual bid cost of past jobs, change order rate, Meeting schedule, etcetera.

Consultants may want to attach examples to illustrate past work of the type listed above for reviewer's consideration.

C. EVALUATION AND AWARD:

Selection of the Consultant(s) reviewed and evaluated by Agency staff, and ranked based on the following considerations and (percentage) weight of each item:

All proposals will be evaluated and given a score based upon the quality of their response in accordance with the criteria described in this section.

Evaluation Criteria	Possible Points
Firm Experience (Scope of Services to be Evaluated)	25
Resumes of Key Personnel (including Structural Engineer)	30
Specific Approach of Requested Services (see Scope of Services. above)	35
Overall Proposal Content / Format / Presentation	10

Written Points Available: **100**

If deemed necessary, IEUA may elect to conduct interviews with the top-ranked proposers. If interviews are conducted, they will be worth a total of 100 points. Final award would then be based on the total of the written and oral evaluations.

Total Points Available Written and Oral Interviews **200**

1. Upon completion of Evaluation, the Agency will open the Consultants hourly rate envelope. This will include Structural Engineering. The Agency reserves the right to negotiate hourly rates and project team based on its review.

If the Agency requires additional information or clarification, interviews may be conducted with selected individuals or firms. The Agency staff will make a recommendation to the Board of Directors for the final selection and award.

NOTE: The Agency anticipates awarding a contract to up to two (2) firms, who received the highest evaluation ratings for requested services; however, the Agency reserves the right to award one or multiple contracts from this RFQ or may elect to not award in the best interest of the Agency.

D. TASK ORDER AWARDS/ON-CALL SERVICES:

The Agency desires to issue task order/on-call based master “services” contracts to the selected Consultant to govern provision of needed services which may arise.

Services will be requested in a manner that provides the most flexibility and support to the Agency.

1. **TASK ORDER PRICING PROTOCOL:** As the need for services arise, the firms that received master contracts in conjunction with this solicitation activity will be requested to submit specific Proposals (either on “time and materials” or “firm-fixed price” basis) covering the requirements of that task order. The rates utilized by the consultant within the formulation of task order Proposals shall be consistent with the rates established within consultant master services agreements.

Task order award decision:

Upon review of the submitted task order Proposals, the Agency anticipates awarding a given task order based on factors other than price, such as strongest PROPOSAL, expertise in conjunction with the shortest lead time proposed for project completion.

2. **ON-CALL/TIME AND MATERIAL PROTOCOL:** In some cases, on-call services may be requested by IEUA. The Consultant shall be reimbursed for services on the hourly rates as shown in the Proposal Rate/Fee Schedule (Attachment A) to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract.

E. DELINEATION OF RESPONSIBILITIES:

The following Consultant/Agency responsibilities are the minimum requirements anticipated outlined for the noted work:

1. RESPONSIBILITIES OF THE CONSULTANT:

The Agency intends to employ a Consultant who has the resources and ability to meet a broad range of Agency assignments. If the responsibility for any services required to complete the project are not specifically delineated herein, the Consultant is responsible for providing such activity.

- i. **Survey:** The Consultant shall complete any required field surveys. IEUA can provide field surveys for task orders through its Survey Contractor; however, it is the Consultants responsibility to review and take responsibility for any survey related work/requests.
- ii. **Soil Borings:** The Consultant shall complete all soil testing for the completion of any design. Historical soil reports prepared by the Agency will be made available for review and may be consulted. The Consultant may choose to use the Agency's Soil Consultant; however, it is the Consultants responsibility to review and take responsibility for any Soil related work/requests.
- iii. **The Consultant shall always keep the Agency informed, on regular basis, of the status of the current phase of the task order and inform the Agency of decisions regarding the task order as they are made. The Consultant may be called upon to attend meetings during any phase of the work as required by the Agency to give technical advice or to inform various groups on the status or nature of the task order.**
- iv. **Insurance:** The Consultant shall provide insurance while executing the work required under any contract which may result from submittal of his/her

proposal. The insurance shall be provided by a firm acceptable to the Agency and the firm shall insure the Consultant and any one directly or indirectly employed by the Consultant. The firm shall also provide additional insurance for the Agency, and its officers, agents, and employees under the policy or policies outlined in specific endorsement. Specific insurance requirements shall be as specified in the negotiated contract. A sample Master Contract is attached to this Request for Proposal as Attachment B.

- v. Invoices: The Consultant shall submit invoices in accordance with the Agency's invoice format
- vi. Project Construction Cost: The cost of constructed the facility designed by shall be within the construction budget. An accurate construction cost estimate will be prepared or updated at each step in the design process. If the Architect identifies difficulty in meeting the construction budget, at any time during the project, the Architect shall immediately discuss the difficulty with the Agency and an adjustment will be made to bring the project into compliance.
- vii. Extra Work: If at any time during the project, the Architect receives instructions outside the scope of work, he shall immediately notify the Agency and confirm the verbal statement in writing. No compensation will be made to the Consultant without a fully executed amendment prior initiating the extra work. If the nature of the instruction is such that an investigation is required to determine whether the work is outside the Architect's contracted scope, the Architect must notify the Agency within seven (7) calendar days of receiving the instruction. If the Agency does not receive the request for extra compensation within the seven days, no extra compensation will be paid for the work even if it is determined to be outside the Architect's contracted scope.
- viii. Calculations: The Consultant shall provide stamped, signed, date, bound, tabbed and indexed copy of all design calculations including civil, chemical, structural, electrical, HVAC, mechanical, process, and hydraulic calculations, equipment and piping layouts. All calculations shall be submitted in both hard copies and electronic excel spreadsheet format. Calculations shall include all assumptions, formulas, equations, and definitions. The Agency expects all calculations to be completed in Excel or some other electronic format.
- ix. Graphics: The Consultant shall submit graphics that are legible (in both line weight and font size), clear, and concise. The Agency will have the final approval on use of colors, content, layout and style of all graphics.

- x. Landscape – The Consultant shall prepare plant and irrigation concepts, which are consistent with IEUA’s native landscape and water conservation policies.

2. RESPONSIBILITIES OF IEUA

The Agency shall provide to the Consultant all documents, studies, plans and specifications which are in the Agency’s possession and will be useful in the study, design or construction of the Work described in the Scope of Work. However, the Consultant shall review the Agency’s records, select the desired reference items and provide the required reproduction.

The Agency shall provide a CD ROM copy of the Agency’s standard title block and CAD specifications. Additionally, the Agency will provide the Consultant with its adopted front-end boilerplate specifications.

Agency staff shall be available to discuss and provide examples of accepted procedures within IEUA for the review and processing of shop drawings.

F. TERMINATION OF CONTRACT FOR CONVIENANCE:

The Agency reserves the right to terminate any contract which may result from this proposal at any time with thirty (30) days written notice. In such cases, the Consultant shall be paid for work done through the termination date and all work done to that date shall become the property of the Agency.

G. TASK ORDER AND ON-CALL AWARDS:

The Agency desires to issue Task Order/On-call-based Master Contracts to all selected Consultants to govern provision of needed services which may arise. The number of Consultants selected will be limited to those demonstrating the strongest qualifications.

Services will be requested in a manner that provides the most flexibility and support to the Agency. Requests from the Agency to the Consultants could be for an entire project team, or an individual basis for focused specific tasks or skills as related to the technical categories described in this RFQ. Likewise, if the project/work dictates, work may be pursued on a time and material basis with a task order being generated after work is complete to cover the accounted for work and cost.

TASK ORDER BIDDING PROTOCOL: As the need for services arise, the firms that received Master Contracts in conjunction with this solicitation activity will be requested to submit specific Proposals (either on “time and materials” or “firm-fixed price” basis) covering the requirements of that task order. At times, the Agency Project Manager may give written direction to pursue time and material work. The rates utilized by the Consultants within the formulation of task order Proposals shall be consistent with the rates established within Consultants’ Master Contract agreements. In support of each task order, the Agency anticipates soliciting

Proposals from all firms which received Master Contracts under this program that were selected for a technical category.

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

TASK ORDER AWARD DECISION: Upon review of the submitted task order Proposals, the Agency anticipates awarding a given task order to the firm demonstrating the strongest qualifications, in conjunction with the shortest lead time proposed for project completion. Cost will be evaluated after a technical review of the proposal is made.

H. VALIDITY:

The Consultant's Proposal must be valid for a period of at least Sixty (60) months from the closing date and time of this RFQ.

I. PROPOSAL INSTRUCTIONS AND FORMAT:

The body of the Proposal shall include the following items. Items referenced as an attachment shall be included as appendices. Proposal must be prepared simply, providing a straightforward, concise description and with substantial information to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content, with enough detail to allow for accurate evaluation and comparative analysis. Proposal shall be clearly marked and divided according to the relevant categories.

The Proposal should include, as a minimum the following information:

1. Descriptions of specific experience, technical understanding, and firm's capabilities relative to this solicitation.
2. Indicate key personnel and staff. Key personnel assigned to the project shall not be reassigned without prior written approval from the Agency.
3. Resumes for the project team. The resumes shall provide specific information about the team member's experience with similar type projects. Resumes shall be limited to 2 pages per person.
4. A description of the project team's past record of performance on similar projects, with references. This will include a discussion of such factors as control of costs, innovations, quality of work and ability to meet schedules.
5. Information about relevant projects, which have been completed within the past five (5) years by the Consultant or its subconsultant. This information shall include, for each project, a brief description of the project, services provided, and contact

information, such as name, address, telephone number from the Project owner.

6. A description of any joint venture and/or proposed subcontract arrangements which would be utilized during the project.
7. An organizational chart of your proposed team.
8. Fee Schedule: The Consultant shall provide a fully itemized proposed hourly fee schedule to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract period; however, Consultant may adjust cost based on CPI for the Los Angeles area by submitting an updated rate sheet, with the inflation adjustment by July 1st of each year. A lump sum fee schedule is not acceptable. The fee schedule shall follow a format like that of Attachment A. Consultant may substitute his own form, as applicable, though.
 - i. If a subconsultant is to be used, hourly fees for each subconsultant shall be listed separately for each technical category. The fees to be paid to subconsultant shall be shown separately and for each subconsultant and shall be identified by title and company. Consultant may add pages to Attachment A as needed.
 - ii. The Consultant should consider presenting to the Agency "optional" tasks which could be needed beyond those items listed in this solicitation that improve and/or enhance the evaluation and development process.

SECTION 4 - ATTACHMENTS

The following attachments are included or required by this RFQ:

Attachment "A" – Proposal Rate/Fee Schedule (with required signature page)-may use consultants' individual form/format.

Attachment "B" – Sample Master Contract

Attachment "C" – Consulting Services Invoice (To be used by Consultant for billing)

Attachment "D" – Sample Task Order Attachment "E" – Proposal and Required Forms

Attachment "E"– Consultant's Proposal and Required Forms

Consultant's Proposal

a. Attachments:

- i. Exception Form
- ii. Workers' Compensation Insurance Certificate
- iii. Consultant Identification
- iv. Non-Collusion Affidavit
- v. Waiver/Release of Liability Form
- vi. Schedule of proposed labor and equipment categories and associated fully-burdened rates (May use Offeror's own forms / formats) and signed Proposal Signature Form-See Attachment A above
- vii. Offeror's statement of qualifications and pertinent resumes (May use Offeror's own forms / formats)
- viii. Certificates of Insurance-See Sample Master Contract.
- ix. Form W-9 Request for Taxpayer Identification Number and Certification-Contractor Provided

j.

Attachment "F" – AUOCAD SPECIFICATION

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Offerors shall fully complete this Proposal Price Schedule and return it with their submittal. Alternatively, the Consultant may insert their own fee schedule in-lieu of this form. All proposed prices and fees shall be held firm-fixed throughout the anticipated five (5) year (May 1, 2019 through May 31, 2024) contract performance period, except for CIP adjustment each year, (other than prevailing wage classifications, which shall be paid in accordance with the current year prevailing wage determination as made by the Department of Industrial Relations (DIR)), and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required services.

DESCRIPTION PROPOSED HOURLY RATE

1. ARCHETECTUAL OFFICE

- a. Data Entry \$ _____
- b. CAD Tech \$ _____
- c. Principal Architect \$ _____
- d. Project Architect \$ _____
- e. Staff Architect \$ _____
- f. Clerical \$ _____
- g. _____ \$ _____
- h. _____ \$ _____
- i. _____ \$ _____

2. STRUCTURAL ENGINEER AND OTHER

- a. Structural Engineer \$ _____
- b. _____ \$ _____
- c. _____ \$ _____

(Other: Specify)

Vehicle mileage reimbursement:

\$ _____ / mile

\$ _____
\$ _____

PROPOSAL SIGNATURE FORM

**ALL COMPLETED RATE/FEE SCHEDULES MUST BE ACCOMPANIED BY
THIS COMPLETE, SIGNED FORM**

Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices (i.e. if Net 10, then 2% discount).

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

If Net _____, then _____ % discount

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

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

_____	_____
Offeror's Signature	Company Name
_____	_____
Printed Name	Business License Number
_____	_____
Title	Date

**ATTACHMENT B
SAMPLE MASTER CONTRACT**



**MASTER SERVICES CONTRACT NUMBER: 460000XXXX
FOR PROVISION OF
PROFESSIONAL SERVICES**

THIS CONTRACT (the "Contract"), 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 as "Agency") and XXXXXXXXXXXXX), with offices located in XXXXXXXXXXXX, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas the Agency anticipates future need(s) to retain the services of the Consultant to provide professional engineering services on an "as needed" Task Order assignment basis;

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

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 1. Amendments to Task Order releases under this Master Services Contract.
 2. Task Order releases under this Master Services Contract.
 2. Amendments to this Master Services Contract NO. 460000XXXX
 3. Master Services Contract Number 46XXXXXXXX, General Terms and Conditions.
 4. Exhibit A – Consultant's Schedule of Rates.

5. Agency's Request for Proposals Number RFQ-18-SS-011
 6. Consultant's Proposal dated XXXXXXXX XX, 2019.
2. **SCOPE OF WORK AND SERVICES:** The Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth in each individual Task Order agreed to and released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and enough materials and equipment. Further, the Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract.

Ordering Provisions and Understandings:

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

Task Order Price: A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract will be of similar form to the Example Task Order that is included as RFQ-18-SS-011 Attachment D – Sample Task Order.

Task Order Assignment Method:

- a. As the need for work arises, specific Statements of Work will be forwarded to all Consultants in possession of master services contracts for purposes of competitive proposal formulation. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than 5 working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the Consultant may then begin performance of the Work provided for under the executed Task Order.

- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
 - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM OF CONTRACT AND OPTION: The initial term of this Contract shall extend from the date of the contract execution and terminate on **DATE**, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Additionally, at the unilateral discretion and option of the Agency, the Consultant shall agree to allow the Agency to extend this Contract for on an annual basis, up to a total Contract term of four years. In the event the Agency desires to exercise the Contract extension option provided for in this Section, the Agency shall provide written notice to the Consultant, prior to the expiration of the original Contract term. If such option is exercised, the rates established within Exhibit A shall cease to be effective as of the first day of the "option" term.
4. SCHEDULE: The Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. INVOICING, PAYMENT DISCOUNT & PAYMENT: Throughout the term of this Contract, Consultant's invoices issued in conjunction with "time and materials" Task Orders may be submitted on a monthly basis and shall be calculated in accordance with the labor and expense rates specified within Exhibit A – Consultant's Schedule of Rates. Unless a given Task Order establishes its own milestone payment schedule, invoices in conjunction with "firm fixed price" Task Orders shall be submitted upon completion of all Task Order scope requirements as one-time, "lump sum" invoices valued at the total price established for that Task Order.

Agency shall pay the full/approved invoice amount within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Consultant's invoices shall include reference to "Contract Number 4600000XXX" and the associated Task Order Number. All original invoices shall be submitted to the below-listed address, with a copy of each invoice forwarded concurrently to the Agency's assigned Project Manager for the given task order:

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

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with Consultant's approved rate schedule, Exhibit A, for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm, fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.
7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Task Order-specified 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 for consideration by the Project Manager.
8. FITNESS FOR DUTY:
 - A. Fitness: Consultant's personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
 - A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. General Liability: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

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, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

a. 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

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

3. All Coverages

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

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified

copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

Via Email: AWitte@ieua.org

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of the Agency.
- C. Observing Laws and Ordinances: 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. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Consultant shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Consultant shall inquire for each Task Order issued if work is grant funded.

- F. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- G. Indemnification: Consultant shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Consultant, or any directors, officers, employees, or authorized volunteers of Agency or Consultant, and damages to or destruction of property of any person, including but not limited to, Agency and/or Consultant or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
 2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant;
 3. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
- H. Conflict of Interest: No official of the 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.
- I. Equal Opportunity: 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.

J. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days correct any error that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the 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.

K. 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 mediation.

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 mediation with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

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

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's sub-Consultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Consultant.

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

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

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

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

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

13. TITLE AND RISK OF LOSS:

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

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

14. PROPRIETARY RIGHTS:

A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

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

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

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

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

Consultant: XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

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

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

18. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. The option to review

and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

19. INTEGRATION: The Contract Documents represent the entire agreement 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 agreement by the Agency and the Consultant.
20. GOVERNING LAW: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
22. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etc.
23. CHANGES: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Consultant.

[Signature Page to Follow]

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

INLAND EMPIRE UTILITIES AGENCY:

XXXXXXXXXXXXXXXXXXXXX:

Kirby Brill (Date)
General Manager

XXXXXXXXXXXXX (Date)

EXHIBIT A
CONSULTANT'S
SCHEDULE OF RATES

ATTACHMENT C SAMPLE CONSULTANT SERVICE INVOICE



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Consultant: Address:	Pay Estimate No.:	Contract Date:	Invoice Date:
Contract Name:	Contract No.:	IEUA Project Manager:	This Period: From: To:
			Invoice No. / Consult Ref No.:

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
				\$0.00	0%	\$0.00	#DNV/01	\$0.00	#DNV/01	\$0.00
				\$0.00	0%	\$0.00	#DNV/01	\$0.00	#DNV/01	\$0.00
				\$0.00	0%	\$0.00	#DNV/01	\$0.00	#DNV/01	\$0.00
Subtotal Original Contract:				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
				\$0.00		\$0.00		\$0.00	0%	\$0.00
				\$0.00		\$0.00		\$0.00	0%	\$0.00
				\$0.00		\$0.00		\$0.00	0%	\$0.00
				\$0.00		\$0.00		\$0.00	0%	\$0.00
Subtotal Contract Amendments:				\$0.00		\$0.00		\$0.00		\$0.00
Total Contract with Amendments:				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From:	To:
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Amount Due This Period	\$0.00	

PRIOR PAYMENT SUMMARY:

	From:	To:
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
Prior Payments	\$0.00	

TOTAL PAYMENT SUMMARY:

	Total Contract
Total Original Contract	\$0.00
Total Contract Amendments	\$0.00
Total Adjusted Contract	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Payment this period	\$0.00
Balance of Contract	\$0.00

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:
Contract Duration:
Contract Completion Date: 1/01/1900
Authorized Time Extension: 0
Revised Completion Date: 1/01/1900

PROJECT COMPLETION SUMMARY:

Contract Time Expired: #DNV/01
Contract Work Complete: #DNV/01

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Engineer: _____ Date: _____ Assistant Gen. Mgr: _____ Date: _____
Supervising Engineer: _____ Date: _____ General Manager: _____ Date: _____
Department Manager: _____ Date: _____

**ATTACHMENT D
SAMPLE TASK ORDER**

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: XXXXXXXX

Project / Task Description: XXXXXXXXXXXXXXXXXXXXXXXX

I. RECITALS

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

Agency and the Consultant previously entered into Contract No. XXXXXXXX. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

1. **SCOPE OF WORK:** The Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.

2. **PERIOD OF PERFORMANCE:** XXXXXX through XXXXXX.

3. **COMPENSATION:** Authorized total payments to the Consultant for performance of this time and materials Task Order shall not-to-exceed \$ XXXXXX ... (or for firm, fixed price Task Orders) ... shall sum to a firm fixed price of \$ XXXXXXX.

4. **ASSIGNED PERSONNEL:** The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX
Address: 6075 Kimball Ave, Bldg. X
Chino, California 91710
Telephone: (909) 993-XXXX

Facsimile: (909) XXXXXXX

Email: XXXXXXXX@ieua.org

Consultant Project Manager Assignment: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXXXXXX
Project Manager: XXXXXXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

Telephone: XXXXXXXXXXXXXXXXXXXX
Facsimile: XXXXXXXXXXXXXXXXXXXX
Email: XXXXXXXXXXXXXXXXXXXX

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

III. SIGNATURES

Inland Empire Utilities Agency:

XXXXXXXXXXXXXXXXXXXXX:

Manager of Contracts & Procurement

Date: _____

Date: _____

**ATTACHMENT E
CONSULTANT'S
PROPOSAL
and
REQUIRED FORMS**

CONSULTANTS PROPOSAL HERE

- Letter of Introduction
- Methodology (20 or fewer pages)
- Project Management Approach
- Number of Current Contracts
- Attachments (Required Forms Which Follow)

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other contents provided in the Request for Proposals, submit the following form with your Proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

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

Signature

Company Name

Printed Name

Business License Number

Title

Date

CONSULTANT IDENTIFICATION

1. Legal name of Consultant: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 - California Corporation
 - Corporation organized under the laws of the State of _____, with head offices located at _____, and offices in California at _____.
 - Limited Liability Company
List name of managing member(s):

 - Sole Proprietorship _____ proprietor.
 - Partnership
 - Limited Liability Partnership
List names of general partners; state which partner or partners are managing partner(s)

 - Other (attach Addendum with explanatory details)
8. Business License number issued by the City where the Consultant's principal place of business is located.

Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____

10. Offeror's Project Manager: _____

11. Project Manager's E-mail Address: _____

12. Project Manager's Cell Phone No. : _____

13. References: List at least three (3) references for whom you provide a similar service:

Company Name & Address	Contact Person Name & Title	Phone Number, include Area Code	Services Provided

NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says

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

Signature

Company Name

Printed Name

Consultant License Number

Title

Date

SCHEDULE OF PROPOSED LABOR
and
EQUIPMENT CATEGORIES and FULLY BURDENED RATES

See Attachment A or use Consultant Forms here.

OFFEROR'S STATEMENT OF QUALIFICATIONS
and
OFFER'S PERTINENT RESUME'S HERE

CERTIFICATES of INSURANCE HERE

Please review Attachment B for insurance requirements. Please place Copy's here. Original endorsement of Insurance will be required upon Contract Award.

FORM W-9

Consultant to Place a copy of his W-9 Form here.

ATTACHMENT F AUTOCAD SPECIFICATIONS

The following are the Computer Aided Design and Drafting (CADD) Specifications for Inland Empire Utilities Agency (IEUA). These specifications supply the basic information your firm will need to prepare construction documents for this project, should you be awarded the project. If you are working on a portion of a project with IEUA, more precise specifications will be provided that will allow your firm to match the drawing format that has been chosen for the project.

The Engineering Department of IEUA currently utilizes AutoCAD Civil 3D 2018. All construction documents (as well as CDROM copies) submitted to IEUA shall be in AutoCAD Release 2010 or later, native "DWG" format with all associated reference drawings. Model files are always drawn Full Scale, that is one-inch equals one inch and one-foot equals one foot. Civil plans are to use "decimal" units and Architectural plans are to use Architectural units. Model plans are always drawn so that the information contained in the file is in its proper coordinate system in the Design Plane. This position is defined by X and Y coordinate values and must be NAD83, California State Plane, Zone 5 with units in feet for District Facilities in San Bernardino and Los Angeles Counties, and NAD83, California State Plane, Zone 6 with units in feet for District Facilities in Orange and Riverside Counties. The District's standard datum is the NAVD88, (North American Vertical Datum 88). For the plan view only, each facility should have its own layer (i.e., pipeline, manhole, valves, CTS, etc., and should all be on separate layers). Paper-space should be used for the plot sheets.

At all locations where there are angle changes, there should be northing and easting identifiers. Pipeline curves should show clear curve data which includes the BC, EC, and curve geometry. For work within the plants, the X and Y coordinate values should be based on the plant grid as found in the Facility Atlas plant grid layers.

Project Submittal: Final Drawings, Conformed Drawings, and As-Built Drawings shall be in 22" x 34" combined PDF set.

The final CADD files should be delivered after the As-Built is completed. CADD files format should be readable and comply with the Agency's CAD Manual.

Before files are placed on any specific delivery media the following procedures must be performed:

- Remove all extraneous graphics outside of the border area that is not part of the design.
- Make sure all reference (external reference) files are attached with the appropriate project name.
- Compress or purge all files using the appropriate utility.
- Include all standard sheets (i.e. abbreviations sheets, standard symbol sheets, etc.) necessary for a completed project drawing set.

For assistance or more detailed specifications and information contact the IEUA Project Manager.

**ACTION
ITEM
1C**



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

KB4SV
04/10/19

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

Subject: RP-4 Outfall Pipeline Construction Contract Award

Executive Summary:

The existing RP-4 Outfall Pipeline and air relief valves (ARV) are over 20 years old and have begun to leak excessively. These valves discharge or emit large volumes of air during draining/filling and also discharge entrapped air in the pressurized system. To maintain ARV's optimal performance, routine maintenance is required. However, many of these valves on this pipeline are located in the street, which can require extensive traffic control to access safely. This project will replace existing ARV's with Agency standard ARI valves, which have been proven to perform well on IEUA's recycled water system, as well as relocate ARV's currently located in the street to above ground enclosures behind the curb for more efficient maintenance and safer access.

On March 12, 2019, IEUA received five construction bids. The lowest, responsive and responsible bid was AToM Engineering Construction, Inc. with a bid of \$598,398.

Staff's Recommendation:

1. Award a construction contract for the RP-4 Outfall Pipeline ARV Replacement/Relocation, Project No. EN19029, to AToM Engineering Construction, Inc., in the amount of \$598,398; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

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

Account/Project Name:

EN19029/RP-4 Outfall Pipeline ARV Replacement/Relocation

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301 of the State CEQA Guidelines.”

Business Goal:

The RP-4 Outfall Pipeline ARV Replacement/Relocation Project is consistent with the IEUA’s Business Goal of Water Reliability, specifically the Water Supplies objective that IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1

RP-4 Outfall Pipeline Construction Contract Award

Project No. EN19029



Jerry Burke, P.E.
April 2019

The Project

- Replace existing air relief valves with Agency standard ARI valves
- Relocate valves from vaults in the roadways to new locations behind existing curbs
- Replace isolation gate valves
- Provide drainage in remaining vaults



Air Relief Valves to be Replaced



Air Relief Valve in Etiwanda Ave.

Contractor Selection

Five bids were received on March 12, 2019:

Bidder's Name	Total
AToM Engineering Construction, Inc.	\$598,398
Genesis Construction	\$613,891
Weka, Inc	\$614,193
W. A. Rasic Construction, Inc.	\$639,887
Ferreira Construction Co., Inc.	\$799,250
Engineer's Estimate	\$ 505,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$113,000
Design Consultant Contract	\$82,000
IEUA Design Services	\$31,000
Construction Services	\$90,000
IEUA Construction Services (~15%)	\$90,000
Construction	\$737,398
Construction Contract (This Action)	\$598,398
ARI Valve Pre-purchase	\$79,000
Contingency (~10%)	\$60,000
Total Project Cost:	\$940,398
Total Project Budget:	\$945,000

Project Milestone	Date
Construction	
Construction Contract Award	April 2019
Construction Completion	August 2019

Recommendation

- Award a construction contract for the RP-4 Outfall Pipeline ARV Replacement/Relocation, Project No. EN19029, to AToM Engineering Construction, Inc., in the amount of \$598,398; and
- Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

The RP-4 Outfall Pipeline ARV Replacement/Relocation Project is consistent with the *IEUA's Business Goal of Water Reliability*, specifically the Water Supplies objective that IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

**ACTION
ITEM
1D**



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

KR4SD

Committee: Engineering, Operations & Water Resources

04/10/19

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Hickory and Banana Basin Infiltration Restoration

Executive Summary:

The Hickory and Banana Basins in the city of Fontana has experienced diminished infiltration rates since last restored in 2017. The basins are used to recharge storm water, recycled water, and imported water. Their infiltration rates have fallen from 0.7 foot per day when full to less than 0.1 feet per day. The basins will be worked on together due to their close proximity. A request for proposals was prepared to conduct earthwork services to restore their basin infiltration rates. A job walk was held on March 13, 2019. On March 21, 2019, bids were received from eight firms. The bid results were:

JCE Equipment	\$141,741	Chino Grading	\$305,260
Jeremy Harris Construction	\$144,896	Genesis Construction	\$320,750
Aloha Construction	\$269,120	DBR General Engineering	\$322,964
TNT Blanchard	\$278,764	Elite Earthworks	\$337,950

Staff's Recommendation:

1. Approve Contract No. 4600002712 to JCE Equipment for the Hickory and Banana Basins Infiltration Restoration Services for a not-to-exceed amount of \$141,741; and
2. Authorize the General Manager to execute the contract.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 141,741

Account/Project Name:

IEUA and Chino Basin Watermaster will cost share using its approved pro rata cost sharing methodology.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Earthwork services will comply with the State of California Department of Fish and Game, Notification No. 1600-2009-0072-R6 Revision 2, dated February 15, 2010, Long Term Routine Maintenance Streambed Alteration Agreement for Existing Facilities.

Business Goal:

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

Attachments:

Attachment 1 - Contract No. 4600002712 to JCE Equipment

Attachment 1



**CONTRACT NUMBER 4600002712
FOR
INFILTRATION RESTORATION (EARTHWORK) SERVICES
AT
BANANA BASIN AND HICKORY BASIN**

THIS CONTRACT (the "Contract"), 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 as "Agency" or "IEUA"), and JCE Equipment, Inc., of Upland, California (hereinafter referred to as "Contractor"), for the provision of earthwork services within Banana Basin and Hickory Basin, both located in Fontana, California.

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

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

Project Manager: Garrett Bell
Company Name: Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708
Telephone: 909-993-1600, extension 1531
Facsimile: 909-993-1987
Email: gbell@ieua.org
Cell: 909-342-4102

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

Contractor: Roger Hauptman, President
Company Name: JCE Equipment, Inc.
Address: 2064 Rita Court
Upland, CA 91784
Telephone: 909-957-8812
Facsimile: 909-266-0649
Email: jceequip@gmail.com
Cell: 909-921-6367

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002712.
 2. Contract Number 4600002712 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-19-002.
 4. Contractor's Proposal dated March 21, 2019.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
- A. The Scope of Work for this contract shall include:
1. All of the work and services detailed in RFP-HD-19-002 (hereinafter referred to as "Work"), incorporated herein and made a part hereof by this reference, see Exhibit A.
 2. All of the work, services, and rates detailed in the Contractor's proposal dated March 21, 2019, incorporated herein and made a part hereof by this reference, see Exhibit B.
 3. The actual work and services shall be made up of multiple tasks:
 - a. Mobilization of equipment (to the site) prior to the beginning of the Work and demobilization of all equipment from the site upon completion of the Work, as approved by the Project Manager.
 - b. Side-Slope Restoration (cutting or back-dragging the silt material (several inches thick) that has been deposited on the Basin's side-slopes, leaving the side-slope surfaces track-walked.
 - c. Basin floor cleaning will focus on cutting or skimming silt material from the floor of the basin (and the sides and tops of the internal berms), collecting the silt material, and moving it to a windrow (stockpile) for volume estimation. Additionally, the silt material from the rip-rap area will be moved to the windrow area for volume estimation. All silt material will then be loaded on to trucks and transported off the site.
 - d. Once all of the silt material has been removed from the Banana and Hickory Basins, the final Task will be ripping the floors of the basins and creating a smooth basin floor with a functional slope/grade to the basin's outlet structure.
- B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the Work within the time-frame set forth in Section 5, below. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.

C. Method of Inspection:

1. Work performed under this Contract may be required to undergo daily and weekly inspections.
2. The Project Manager will be responsible for performance of the inspections.
3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

D. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

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

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or June 30, 2019, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.

6. **PAYMENT, INVOICING, AND COMPENSATION:**

A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department.

Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's lump sum invoice, for a total contract price NOT-TO-EXCEED **\$141,741** for all services satisfactorily provided during the term of this Contract.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 - 1. The Contract Number – 4600002712, and;
 - 2. The Contract Release Purchase Order Number – 45000_____

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

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

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002712
P.O. Box 9020
Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.

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

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

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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

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

1. Commercial General Liability and Automobile Liability Coverage

- a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
- b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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

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

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

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

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

9. FITNESS FOR DUTY:

- A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
1. Shall report to 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 the Agency.

- B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- 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 and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.

- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.
- I. 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.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.
 2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving

written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

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

4. **Association in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. **Workers' Legal Status:** For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
- N. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>). ***(Include with Public Works contracts > \$1,000.00 price).***
11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.
12. **TITLE AND RISK OF LOSS:**
- A. **Documentation:** Title to the Documentation shall pass to the Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display, or disclose the contents of the Documentation to others without the prior written authorization of the Agency or for the performance of Work related to the Scope of Work described in this Contract.

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

13. PROPRIETARY RIGHTS:

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

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

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

Contractor: Roger Hauptman, President
JCE Equipment, Inc.
2064 Rita Court
Upland, CA 91784

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

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. 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.
22. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
23. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
24. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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*

JCE EQUIPMENT, INC.:

 Shivaji Deshmukh
 General Manager

 (Date)

 Roger Hauptman
 President

 (Date)

**ACTION
ITEM
1E**



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

KB4517
04/10/19

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for RP-3 Basin Infiltration Restoration

Executive Summary:

The RP-3 Basin in the city of Fontana has experienced diminished infiltration rates since last restored in 2016. The basin is used to recharge storm water, recycled water, and imported water. Their infiltration rates have fallen from 1.0 foot per day when full to less than 0.1 feet per day. The basin consists of four Cells and the work will occur at Cells 1, 3, and 4. A request for proposals was prepared to conduct earthwork services to restore their basin infiltration rates. A job walk was held on March 13, 2019. On March 21, 2019, bids were received from 10 firms. The bid results were:

Jeremy Harris Construction	\$136,106	Genesis Construction	\$331,331
JCE Equipment	\$137,200	DBR General Engineering	\$422,806
Aloha Construction	\$272,560	EWMI	\$428,335
Chino Grading	\$293,420	Kiewit Infrastructure	\$553,000
TNT Blanchard	\$301,469	DMC Enterprises	\$970,000

Staff's Recommendation:

1. Approve Contract No. 4600002713 to Jeremy Harris Construction for the RP-3 Basin Infiltration Restoration Services for a not-to-exceed amount of \$136,106; and
2. Authorize the General Manager to execute the contract.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 136,106

Account/Project Name:

IEUA and Chino Basin Watermaster will cost share using its approved pro rata cost sharing methodology.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Not Applicable

Earthwork services will comply with the State of California Department of Fish and Game, Notification No. 1600-2009-0072-R6 Revision 2, dated February 15, 2010, Long Term Routine Maintenance Streambed Alteration Agreement for Existing Facilities.

Business Goal:

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

Attachments:

Attachment 1- Contract No. 4600002713 to Jeremy Harris Construction

Attachment 1



**CONTRACT NUMBER: 4600002713
FOR
EARTHWORK AND INFILTRATION RESTORATION SERVICES
WITHIN THE RP-3 BASINS**

THIS CONTRACT (the "Contract"), 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 as "Agency" or "IEUA"), and Jeremy Harris Construction, Inc., of Riverside, California (hereinafter referred to as "Contractor"), for earthwork services within the RP-3 Basins, located in Fontana, California.

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

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

Project Manager: Steve Smith

Company Name: Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708

Telephone: 909-993-1600, extension 1621
Facsimile: 909-993-1987
Email: ssmith@ieua.org
Cell: 951-295-7736

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

Contractor: Jeremy Harris
President

Address: 19466 Lurin Avenue
Riverside, California, 92508

Telephone: (951) 215-0771
Facsimile: (951) 789-0098
Email: info@jhcinc.net
Cell: (909) 234-8264

2. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
 1. Amendments to Contract Number 4600002713.
 2. Contract Number 4600002713 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-19-003.
 4. Contractor's Proposal dated March 21, 2019.

3. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
 - A. The Scope of Work for this contract shall include:
 1. All of the work and services detailed in RFP-HD-19-003 (hereinafter referred to as "Work"), incorporated herein and made a part hereof by this reference, see Exhibit A.
 2. All of the work, services, and rates detailed in the Contractor's proposal dated March 21, 2019, incorporated herein and made a part hereof by this reference, see Exhibit B.
 3. The actual work and services shall be made up of multiple tasks:
 - a. Mobilization of equipment (to the site) prior to the beginning of the Work and demobilization of all equipment from the site upon completion of the Work, as approved by the Project Manager.
 - b. Cutting and windrowing the silt material (several inches thick) that has lined the basin floor and the side-slopes of the internal berms.
 - c. Loading, transporting, and legally disposing of the silt material.
 - d. Track-walking the basin side-walls and ripping (to a depth of 48-inches) the floor of the basin, followed by smoothing the basin floor (while maintaining the basin's grade to the outflow point).
 - B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the Work within the time-frame set forth in Section 5, below. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
 - C. Method of Inspection:
 1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.
 2. The Project Manager will be responsible for performance of the inspections.

3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

D. Cure Procedure:

1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

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

4. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or July 31, 2018, whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this Contract.

5. **PAYMENT, INVOICING, AND COMPENSATION:**

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's lump sum invoice, for a total contract price NOT-TO-EXCEED **\$136,106** for all services satisfactorily provided during the term of this Contract.

C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

1. The Contract Number – 4600002713, and;

2. The Contract Release Purchase Order Number – 45000 32751

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

APGroup@ieua.org

Scan the invoice as a PDF file.

Attach the scanned file to an email.

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

Inland Empire Utilities Agency

Re: Contract Number: 4600002713

P.O. Box 9020

Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; Contractor has proposed, and the Agency has accepted, applying a 1% or 2% discount (invoice amount reduction) in exchange for payment of the final lumpsum invoice, if paid within 15 or 10 days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.
6. **CONTROL OF THE WORK:** The Contractor shall perform the Work, as defined in Section 4, in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.

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

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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

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

1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection

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

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

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

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency pursuant to Section 14, page 12 of this Contract.

- D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus:VII, and who are admitted insurers in the State of California.

- E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, CA 91709
(email: awitte@ieua.org or fax: 909-993-1987)

8. FITNESS FOR DUTY:

- A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
1. Shall report to 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 the Agency.
- B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

9. LEGAL RELATIONS AND RESPONSIBILITIES

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

- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- 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 and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.

- I. 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.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to

execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

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

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

11. TITLE AND RISK OF LOSS:

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

12. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
13. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Warren T. Green
Manager of Contracts and Procurement

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

Contractor: Jeremy Harris
President

Jeremy Harris Construction, Inc.
19466 Lurin Avenue
Riverside, California, 92508

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

14. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the

duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

15. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
16. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
17. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
18. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
19. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
20. 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.

- 21. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
- 22. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 23. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

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

JEREMY HARRIS CONSTRUCTION, INC:

 General Manger (Date)

 Jeremy Harris
 President (Date)

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**ACTION
ITEM
1F**



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

KB437

Committee: Engineering, Operations & Water Resources
Finance & Administration

04/10/19

04/10/19

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

Subject: Chino Basin Program Memorandum of Understanding

Executive Summary:

In July 2018, the California Water Commission approved a conditional funding award in the amount of \$206.9M for the Chino Basin Program (CBP). In order to secure the final funding award, IEUA needs to complete the technical feasibility studies, institutional agreements, and environmental permitting by 2020. One of the first milestones established was to obtain stakeholder engagement and support for the CBP. Staff initiated the CBP Workgroup meetings in December 2018, thereby establishing a working group that would collaborate in the development of the project components, funding assistance for local projects, and performance requirements. As part of the stakeholder engagement process, a collaborative CBP Memorandum of Understanding (MOU) was developed. The MOU sets the path to start the collaboration, develop the strategy for the CBP implementation and secure the funding award. Of the local agencies within the Chino Basin, eight of the agencies' governing bodies have approved the MOU and six agencies are scheduled for April 2019.

The next step in the process will be a CBP Agreement among the parties by late 2019, which is essential for successful agreements with the State Water Project Contractors and administering agencies.

Staff's Recommendation:

Approve the Chino Basin Program Memorandum of Understanding to facilitate the collaborative process for the development and implementation of the CBP.

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

Account/Project Name:

There is no impact to budget with this action.

Fiscal Impact (explain if not budgeted):

N/A

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

On March 20, 2019, IEUA's Board of Directors approved a budget of \$15M and preliminary design services contract to Brown and Caldwell for a not-to-exceed amount of \$3,978,506.

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.

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 - Presentation

Attachment 2 - CBP Memorandum of Understanding



Chino Basin Program Memorandum of Understanding

Sylvie Lee
Manager of Planning & Environmental Resources

April 17, 2019

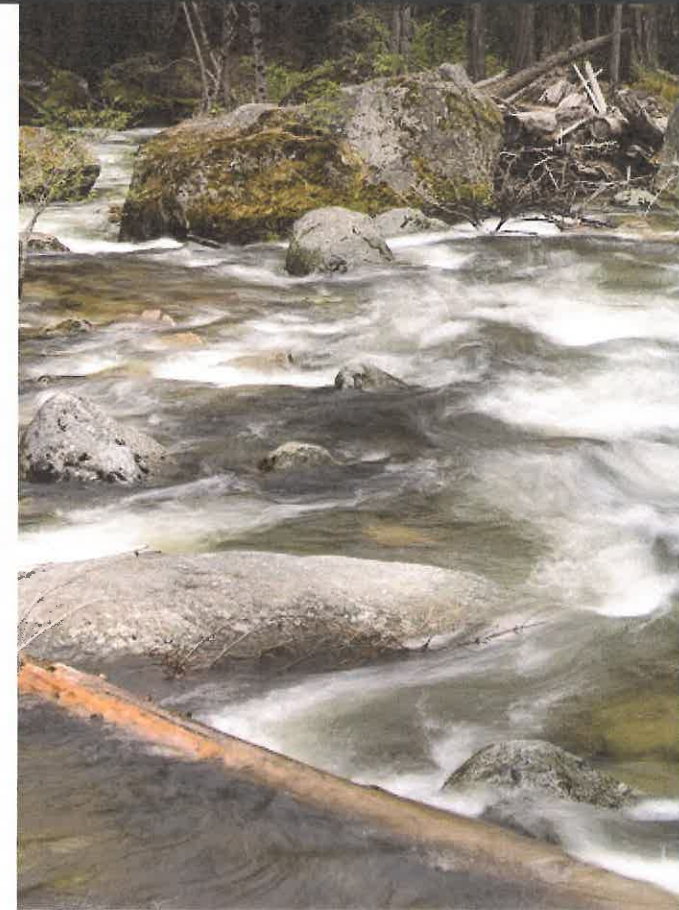




Chino Basin Program

California Water Commission Funding Requirements by 2020:

- Technical Feasibility Studies
- Institutional Agreements for CBP Operation
- Environmental Permitting





Collaboration is Essential for Program Success

Partnerships

Member Agencies

CBP Workgroup

- ✓ **Goal:** Collaborative Process for Decision Making
- ✓ **Result:** Commitments and Terms by 2019

Watermaster

Reoccurring Meetings

- ✓ **Goal:** In Line with OBMP
- ✓ **Result:** Collaborative Basin Management

MWD

- ✓ **Goal:** Refine and Develop Project Operations
- ✓ **Result:** Commitments and Terms for Project Operations

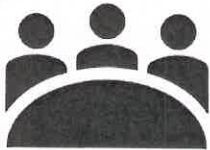
Environmental

- ✓ **Goal:** OBMP Programmatic EIR and CBPs PEIR
- ✓ **Result:** PEIR Aligned with Adopted Master Plans



Local Stakeholder Key Process Steps

1



MOU

Intent to collaborate
in development of
specific terms

2



AGREEMENT
TERMS

Terms to be included in
an Agreement

3



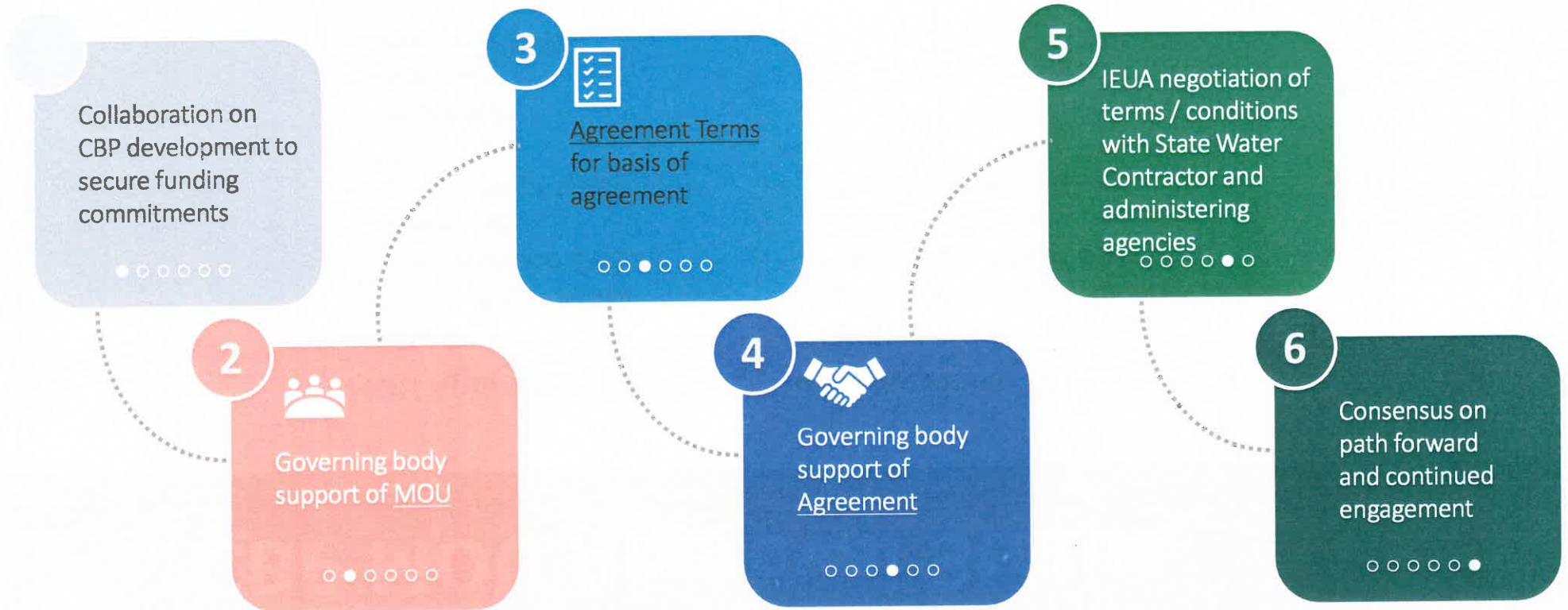
AGREEMENT

Develop Agreement that
supports IEUA negotiations
with MWD and other state
stakeholders



Objectives of CBP Workgroup

Partnerships





CBP MOU Approval Status

MOU Approved (8)

- *Chino*
- *Chino Basin Water Conservation District*
- *Chino Hills*
- *Cucamonga Valley WD*
- *Fontana*
- *Montclair*
- *Pomona*
- *Western MWD*



MARCH 2019

To be Approved (6)

- *Fontana Water Company*
- *Jurupa Community Services District*
- *Monte Vista Water District*
- *Ontario*
- *Three Valleys MWD*
- *Upland*



APRIL 2019



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.*

Approve the Chino Basin Program Memorandum of Understanding to facilitate the collaborative process for development and implementation of the CBP

Chino Basin Program
Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is entered into effective _____, 2019, between various Chino Basin stakeholders (“Stakeholders”) and the Inland Empire Utilities Agency (“IEUA”) (collectively, the “Parties”).

Whereas, Parties have developed and approved various planning documents that have identified the need for investment in infrastructure within the Chino Basin. These investments would help address various sustainability objectives of the Chino Basin Optimum Basin Management Program (OBMP), such as, recycled water compliance, groundwater quality, storage and recovery programs, and subsidence mitigation. The Parties are currently in the process of updating the OBMP.

WHEREAS, IEUA received a conditional funding approval of \$207 million through the California Proposition 1 Water Storage Investment Program.

WHEREAS, IEUA has established the Chino Basin Program (“CBP”) Workgroup to help provide local input in the development of a regional program that best meets the current and future needs of the individual Stakeholders and the Chino Basin as a whole.

WHEREAS, formal funding approval of the CBP requires development of a refined project, including operations, finance, environmental permitting and all associated institutional agreements. A formal CBP Agreement amongst the Parties is essential for successful agreements with State Water Project Contractors and administering agencies.

WHEREAS, this MOU is substantively non-binding on the Parties, but expresses the agreement and commitment of the Parties to initiate the process to work collaboratively, in good faith, to identify issues of common concern, and goals and solutions which are of common benefit to the Parties, and which may ultimately be implemented through the CBP.

NOW, THEREFORE, the Parties hereby make the following mutual commitments:

1. Work together in good faith to cooperatively plan and evaluate a strategy for the successful development of the CBP and receipt of the \$207 million funding.
2. Collaborate to refine the CBP components, including, but not limited to, water supply sources, infrastructure requirements operations, performance obligations, program costs and Basin impacts to optimize the benefits for the Chino Basin and the individual Stakeholders.
3. Develop a CBP Agreement.
4. Support securing additional grants and other funding sources for the CBP.
5. All Parties will work together in good faith to ensure that the CBP Agreement is negotiated and ready for potential execution by Summer 2019, recognizing the urgency of completing the institutional agreements by 2020.

This MOU may be signed in identical counterparts, each of which shall be deemed to be an original and shall constitute one MOU.

Executed this _____ day of April 2019 by:

Inland Empire Utilities Agency

Signature

Date

Name: Shivaji Deshmukh

Title: General Manager

INFORMATION
ITEM
2A



Date: April 17, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

04/10/19

KB4SD

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

Subject: MWD Turf Removal Rebate Program - Update

Executive Summary:

On July 9, 2018, MWD re-launched a revamped turf removal rebate program called the Landscape Transformation Program (LTP). MWD's LTP provided a \$1 per square foot rebate of turf removed for both residential and commercial customers. IEUA, in collaboration with the Member Agencies, matched MWD's \$1 rebate and added another \$1 to offer residential and commercial customers within the IEUA service area, a per square foot rebate of \$2. IEUA's match share was funded through the water use efficiency budget.

The LTP also included new criteria: submittal of a landscape plan; a plant density requirement; irrigation modification/conversion; incorporation of a watershed element; mulch coverage; and limitation on project size - maximum 1,500 square feet for residential and 10,000 square feet for commercial customers. Unfortunately, the LTP did not generate the level of customer interest that MWD had expected. On February 12, 2019, MWD's Board voted to modify the turf rebate by adding an additional \$1 per square foot, loosening LTP requirements, and changing the Program name. All changes were made on April 1, 2019.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

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

Account/Project Name:

WR18005.00 - Turf Removal Rebate

Fiscal Impact (explain if not budgeted):

N/A

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The project is consistent with IEUA's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

Attachments:

Attachment 1 - MWD Turf Removal Rebate Update - PowerPoint

MWD Turf Removal Rebate Program - Update



MWD Turf Removal Rebate Program – Update

July 9, 2018 – March 31, 2019

MWD launches revamped turf removal rebate program

Program Criteria	Terms
MWD Incentive Amount	\$1 per sq. ft.
IEUA Incentive Amount	\$1 per sq. ft.
Maximum – Residential	1,500 sq. ft.
Maximum – Commercial	10,000 sq. ft.
Plant Density	5 plants per 100 sq. ft.
Name Change	Landscape Transformation
Project Area	Front Yard Mandatory
Watershed Approach	Rock Gardens, Berms, Bioswales, etc.
Project Completion Timeline	180 days

IEUA Program Status July 9, 2018 – Feb. 28, 2019

- Residential:
 - Total Apps Received: 189
 - Total Apps Approved: 115
 - Total Apps Paid: 31
- Commercial:
 - Total Apps Received: 30
 - Total Apps Approved: 21
 - Total Apps Paid: 3



MWD LTP Program Feedback and Constraints

- Per sq. ft. incentive
 - Not enough to motivate customers to action
- Maximum square footage
 - Does not allow for full yard conversions
 - Limits mid-size commercial conversions
- Five plants per 100 sq. ft.
 - Expensive and difficult to achieve
- Requiring front yards first
 - Confusion in areas without traditional front yards
- Name of the program
 - Can be confusing to customers



MWD Approved Changes – April 1, 2019

Program Criteria	Existing	Modifications
MWD Incentive Amount	\$1 per sq. ft.	\$2 per sq. ft.
IEUA Incentive Amount	\$0.50 per sq. ft. \$1 per sq. ft.	\$2.50 (Residential) \$3.00 (Commercial)
Maximum – Residential	1,500 sq. ft.	5,000 sq. ft.
Maximum – Commercial	10,000 sq. ft.	50,000 sq. ft.
Plant Density	5 plants per 100 sq. ft.	3 plants per 100 sq. ft.
Name Change	Landscape Transformation	Turf Replacement Program
Project Area	Front Yard Mandatory	All Areas Eligible

Turf Rebate Amounts – IEUA Service Area

\$1 million supplemental rebate funding for turf removal

Incentive by Agency	Residential	Max Rebate 1,500 / sq. ft.	New Incentive	Max Rebate 5,000 / sq. ft.
MWD	\$1.00	\$1,500	\$2.00	\$10,000
IEUA	\$1.00	\$3,000	\$0.50	\$12,500
MVWD	\$0.50	\$3,750	\$0.50	\$15,000
Ontario	\$0.50	\$3,750	\$0.50	\$15,000
	Commercial	10,000 / sq. ft.	New Incentive	50,000 / sq. ft.
MWD	\$1.00	\$10,000	\$2.00	\$100,000
IEUA	\$1.00	\$20,000	\$1.00	\$150,000
MVWD	\$0.00	\$20,000	\$0.00	\$150,000
Ontario	\$0.50	\$25,000	\$0.50	\$175,000

Next Steps

Consistent with IEUA's Water Use Efficiency Workgroup Recommendations

- Reduce IEUA residential supplemental funding by \$0.50 / sq. ft.
 - (Total rebate: \$2.50 / sq. ft.)
- Maintain IEUA Commercial supplemental funding at \$1.00 / sq. ft.
 - (Total rebate: \$3.00 / sq. ft.)
- Continue to monitor residential project activity and quality

The project is consistent with **IEUA's Business Goal of increasing Water Reliability** by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

INFORMATION
ITEM
2B

3rd Quarter Planning & Environmental Resources Update



Mid-Year 18/19 Building Activity Summary

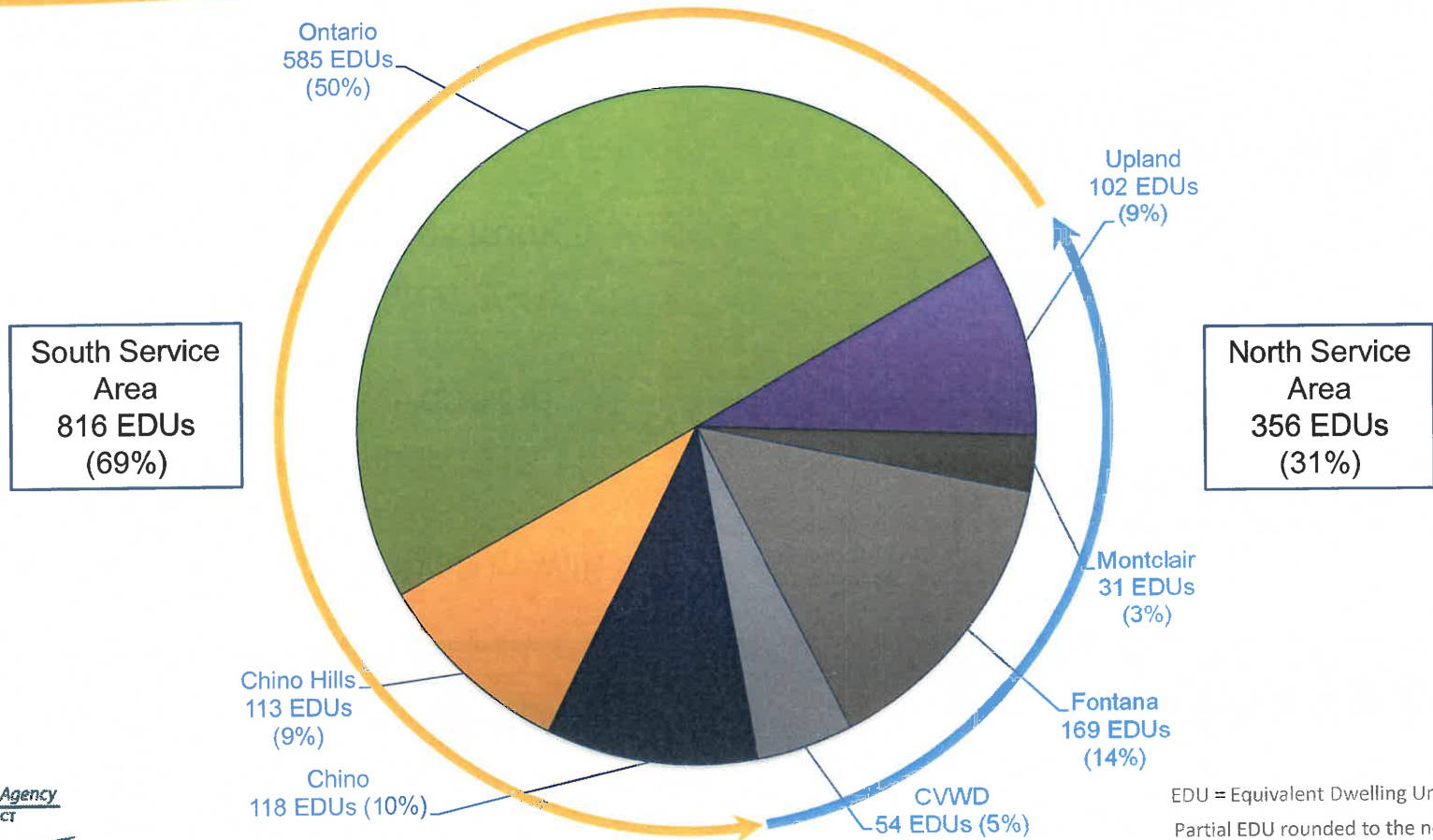
Equivalent Dwelling Unit (EDU)

- Contracting Agency Forecast: 6,149 EDUs
- IEUA Budgeted Forecast: 4,000 EDUs
- Building Activity (year to date):
 - 19% of Contracting Agency Forecast
 - 30% of IEUA Budgeted Forecast

Contracting Agency	Residential (EDUs)	Commercial/Industrial (EDUs)	Total (EDUs)
Chino	83	35	118
Chino Hills	59	54	113
CVWD	11	43	54
Fontana	119	50	169
Montclair	9	22	31
Ontario	524	61	585
Upland	94	8	102
Mid-Year Totals	899	273	1,172

Mid-Year 18/19 Building Activity Service Area

1,172 EDUs Resulted in \$7.7M in Funding



EDU = Equivalent Dwelling Unit
Partial EDU rounded to the nearest whole number

IERCF Roof Solar Addition Project

- Installation of 1.5 MW Solar PV System with 1.5 MW Battery Storage
- Construction completed December 2018
- SCE inspection completed, and Permit to Operate has been issued
- Commercial operation began March 2019
- Annual net guaranteed cost savings from the solar is \$65,625

Solar PV Prediction (MWh/ year)	Total Number Solar Panels
2,497	3,744



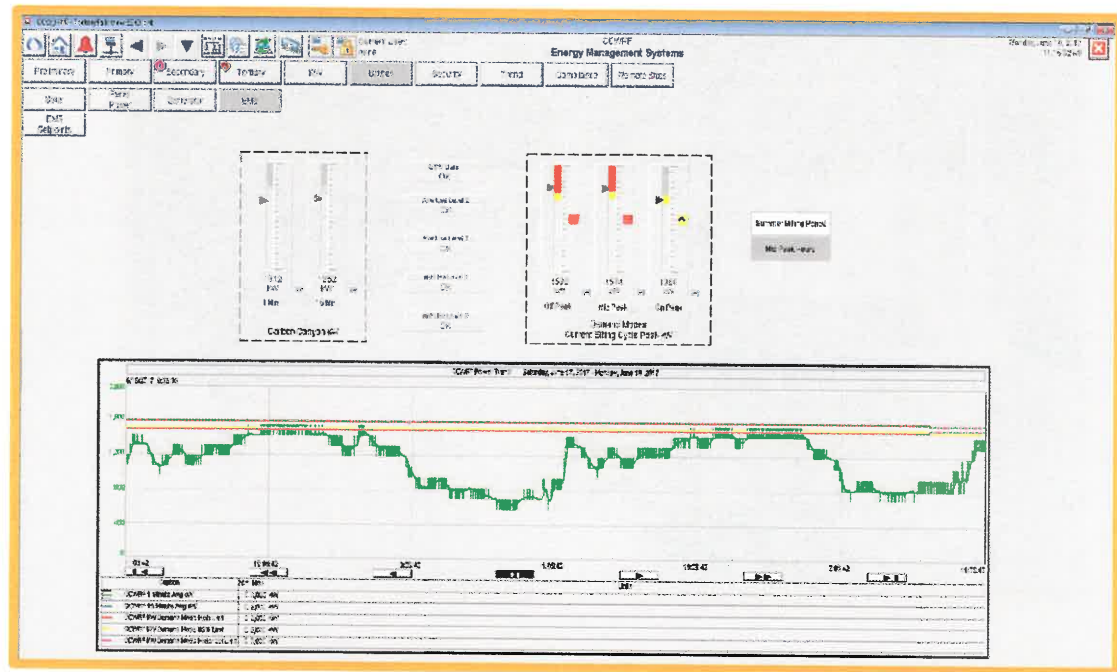
RP-4 Integration with Battery Storage

- Renewable Energy Integration
 - Real-time tracking
 - Control over when renewable power is consumed
- Completely Automated Process
- Ability to Coordinate with Electric Utility
 - IEUA not just a consumer, but a Demand Response asset
- Annual net guaranteed cost savings from battery is \$21,875
 - Total combined savings (Battery+ Solar): \$87,500



CCWRF - UCR Energy Management System (EMS)

- Implementation of EMS
 - Integrated to Supervisory Control and Data Acquisition System (SCADA)
 - Aims to improve efficiency and reduce peak loads and electricity costs
- Power meter installed on CCWRF's main switchgear
 - Capability to monitor plant load
 - Equipment and labor cost: \$50,000
- Project completion: March 2019



INFORMATION

ITEM

2C

Engineering and Construction Management Project Updates



RP-1 Primary Effluent Conveyance Improvements – Phase 2

Project Goal: Increase Utilization and Capacity



Total Project Budget: \$2.4 M
Project Completion: December 2019
Design Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Stantec	\$232 K	0%
Construction	TBD	\$0	0%

Agency-Wide Lighting Pole Replacements and Upgrades

Project Goal: Asset Replacement and Enhanced Safety



Total Project Budget: \$342 K
Project Completion: March 2019
Construction Percent Complete: 95%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-House	\$0	0%
Construction (Current)	Southern Contracting	\$233 K	-1.48%

NRWS Manhole Upgrades – 18/19

Project Goal: Extend Asset Life



Total Project Budget: \$200 K
Project Completion: April 2020
Design Percent Complete: 5%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	In-House	\$0	0%
Construction	TBD	\$0	0%

San Sevaine Basin Improvements

Project Goal: Storm Water and Recycled Water Recharge

Total Project Budget: \$6.4 M

Project Completion: February 2019

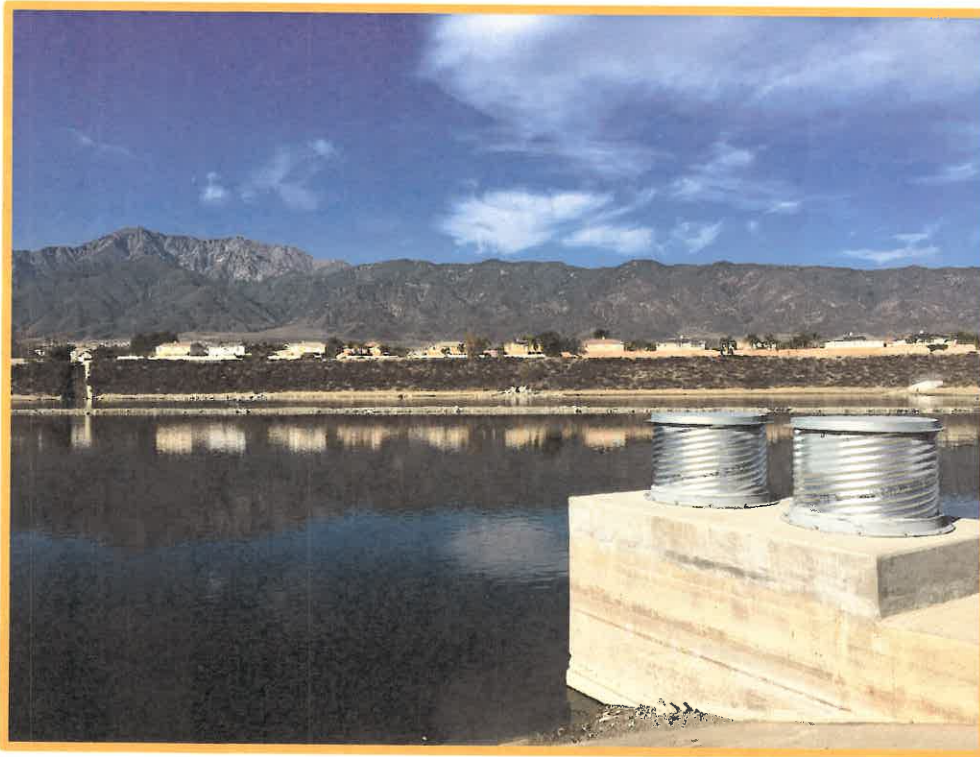
Construction Percent Complete: 95%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Scheevel/Dudek	\$359 K	17.69%
Construction (Current)	Gwinco/Yellow Jacket Drilling	\$4.5 M	-1.78%



Victoria Basin Improvements

Project Goal: Increase Storm Water and Recycled Water Recharge



Total Project Budget: \$168 K
Project Completion: January 2019
Construction Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Stantec/Carollo	\$122 K	0%
Construction (Current)	WA Rasic	\$46 K	0%

Lower Day Basin

Project Goal: Increase Storm Water Recharge



Total Project Budget: \$4 M
Project Completion: January 2021
Design Percent Complete: 100%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Scheevel/ Carollo	\$164 K	1.80%
Construction	TBD	\$0	0%