

## **AGENDA**

### **MEETING OF THE BOARD OF DIRECTORS**

**WEDNESDAY, APRIL 15, 2015  
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS  
6075 KIMBALL AVENUE, BUILDING A  
CHINO, CALIFORNIA 91708**

#### **CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING**

#### **FLAG SALUTE**

#### **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 are available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

#### **ADDITIONS TO THE AGENDA**

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

#### **PRESENTATION OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION TRANSPARENCY CERTIFICATE – Presented by CSDA Board Member Kathy Tieg**

#### **NEW HIRE INTRODUCTIONS**

- Jose Mendez, Operations Specialist, hired full-time (previously an intern) on 3/16/15, Technical Services Department. Reports to Jeff Noelte.
- Michael Dias, Assistant Engineer, hired on 3/23/15, Technical Services Department. Reports to Jeff Noelte.

- James Spears, Associate Engineer, hired on 3/23/15, Technical Services Department. Reports to Jeff Noelte.
- Sharon Acosta-Grijalva, Human Resources Analyst II, hired on 4/6/15, Human Resources Department. Reports to Blanca Arambula.

**1. CONSENT CALENDAR**

**NOTICE:** All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by the Board by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes unless any Board members, staff or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.

**A. MINUTES**

The Board will be asked to approve the minutes from the March 18, 2015 Board meeting.

**B. ADOPTION OF RESOLUTION NO. 2015-4-2, FOR THE USBR BAY-DELTA RESTORATION PROGRAM: CALFED WATER USE EFFICIENCY GRANTS**

It is recommended that the Board adopt Resolution No. 2015-4-2, to:

- a. Authorize the General Manager or designee to enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a CALFED Water Use Efficiency grant application; and
- b. Authorize the General Manager or designee to negotiate a Grant Administration agreement with the Chino Basin Watermaster (CBWM) that will allow the Agency to administer the grant.

**C. TREASURER'S REPORT ON GENERAL DISBURSEMENTS**

It is recommended that the Board approve the total disbursements for the month of February 2015, in the amount of \$13,317,976.71.

**D. ADOPTION OF RESOLUTION NO. 2015-4-1, PROCLAIMING MAY 3, 2015 THROUGH MAY 9, 2015, AS INTERNATIONAL COMPOST AWARENESS WEEK**

It is recommended that the Board adopt Resolution No. 2015-4-1, proclaiming May 3, 2015 through May 9, 2015, as International Compost Awareness Week.



**E. CONTRACT AWARD FOR THE 1630 W. RECYCLED WATER PUMP STATION SURGE PROTECTION**

It is recommended that the Board:

1. Approve the consulting engineering contract award for the 1630 West Recycled Water Pump Station Surge Protection, Project No. EN15055, to Stantec Consulting Services, Inc. for the not-to-exceed amount of \$155,273; and
2. Authorize the General Manager to execute the contract.

**F. CONTRACT AWARD FOR THE RP-1 PRIMARY CLARIFIER REHABILITATION**

It is recommended that the Board:

1. Approve the construction contract award to J.R. Filanc Construction Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Primary Clarifier Rehabilitation, Project No. EN08023.05, in the amount of \$630,100; and
2. Authorize the General Manager to execute the contract.

**G. AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN WATERMASTER FOR THE RECHARGE MASTER PLAN TASK ORDER NO. 1**

It is recommended that the Board:

1. Amend the Recharge Master Plan Task Order No. 1, Project No. RW15003, under the Master Agreement with Chino Basin Watermaster; and;
2. Authorize the General Manager to execute the amendment.

**H. AMENDMENT TO THE MASTER AGREEMENT WITH CHINO BASIN WATERMASTER FOR THE SAN SEVAINE BASIN IMPROVEMENT TASK ORDER NO. 8**

It is recommended that the Board:

1. Amend the Master Agreement with Chino Basin Watermaster for the San Sevaime Basin Improvement Task Order No. 8, Project No. EN13001, and increase the total project cost by \$2.96 million; and
2. Authorize the General Manager to execute the amendment.

**I. CONTRACT AWARD FOR THE RP-1 POWER SYSTEM UPGRADES**

It is recommended that the Board:

1. Approve the consulting engineering services contract award for the RP-1 Power System Upgrades, Project No. EN13048, to Tetra Tech Inc. for the not-to-exceed amount of \$269,380; and
2. Authorize the General Manager to execute the contract.

**J. ENERGY SERVICE PROVIDER AGREEMENT**

It is recommended that the Board:

1. Amend the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of electricity per hour at a variable rate;
2. Amend the current agreement with SENA US, L.P. for one year to purchase 200 MMBtu per day of natural gas at a variable rate; and
3. Authorize the General Manager to finalize and execute the amended agreements.

**K. AGENCY-WIDE HVAC EQUIPMENT SERVICE CONTRACT**

It is recommended that the Board:

1. Award Contract No. 4600001847 to AMP Mechanical Inc., for the provision of Agency-wide heating, ventilating, and air conditioning (HVAC) maintenance and emergency/call-out services for a three-year term for the not-to-exceed amount of \$156,100 with a one-year option to extend; and
2. Authorize the General Manager to execute the contract.

**2. ACTION ITEMS**

**A. CALIFORNIA SPECIAL DISTRICTS ASSOCIATION CALL FOR NOMINATIONS FOR SEAT A, REGION 6**

It is recommended that the Board select a nominee to serve as Director on the CSDA Board for Seat A, Region 6.

**B. RESIDENTIAL TURF REMOVAL PROGRAMS**

It is recommended that the Board approve an inter-fund loan transfer from the Administrative Services (GG) Fund to the Water Resources (WW) Fund in the amount of \$102,000.

**C. RP-1 PRELIMINARY TREATMENT REHABILITATION PROJECT**

It is recommended that the Board:

1. Award Contract No. 4600001845 to J.F. Shea Construction, Inc. for the Recycling Plant No. 1 (RP-1) Preliminary Treatment Rehabilitation Project for a total amount of \$623,041;
2. Award Contract No. 4600001842 to Sunbelt Rentals Pump and Power Services to provide by-pass pumping service at the preliminary treatment area for a total not-to-exceed amount of \$175,483.50; and
3. Authorize the General Manager to execute the contracts.

**D. CONTRACT AWARD FOR THE RP-5 LAWN CONVERSION IMPROVEMENTS**

It is recommended that the Board:

1. Approve the landscape services contract for the Regional Water Recycling Plant No. 5 (RP-5) Lawn Conversion Improvements, Project No. CP15001, to Brickman Group, Inc. for a not-to-exceed amount of \$339,755; and
2. Authorize the General Manager to execute the contract.

**3. INFORMATION ITEMS**

- A. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)
- B. COMMERCIAL, INDUSTRIAL, INSTITUTIONAL (CII) TURF REBATE UPDATE (WRITTEN/POWERPOINT)
- C. 3<sup>RD</sup> QUARTER PLANNING & ENVIRONMENTAL COMPLIANCE UPDATE (POWERPOINT)
- D. MWD UPDATE (ORAL)

**RECEIVE AND FILE INFORMATION ITEMS**

- E. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)
- F. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)
- G. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)
- H. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)



- I. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)
- J. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)
- K. IEUA QUARTERLY WATER UPDATE (WRITTEN)

Materials related to an item on this agenda submitted to the Agency, after distribution of the agenda packet, are available for public inspection at the Agency's office located at 6075 Kimball Avenue, Chino, California during normal business hours.

4. AGENCY REPRESENTATIVES' REPORTS

- A. SAWPA REPORT (WRITTEN)
- B. MWD REPORT (WRITTEN)
- C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT  
(April 2, 2015 meeting was cancelled. Next regular meeting is scheduled for May 7, 2015)
- D. CHINO BASIN WATERMASTER REPORT (WRITTEN)

5. GENERAL MANAGER'S REPORT (WRITTEN)

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

7. DIRECTORS' COMMENTS

A. CONFERENCE REPORTS

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of interest.

9. CLOSED SESSION

A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

- 1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
- 2) Martin vs. IEUA, Case No. CIVRS 1000767
- 3) Sheilds vs. IEUA, Case No. CIVRS 1301638
- 4) Desaddi vs. IEUA, Case No. CIVRS 1304617

- 5) Mwembu vs. IEUA, Case No. CIVDS 1415762
- 6) Southern California Edison vs. IEUA, Case No. CIVRS 1308595
- 7) Qualco vs. IEUA, Case No. CIVRS 1304057

**B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

- 1) Property: Water and Pipeline Capacity/Cadiz  
Negotiating Party: General Counsel Jean Cihigoyenetché
- 2) Supplemental Water Transfer/Purchase  
Negotiating Parties: General Manager P. Joseph Grindstaff  
Under Negotiation: Price and Terms of Purchase

**C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

- 1) Three (3) Cases

**D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS**

- 1) Various Positions – Compensation Study
- 2) Various Positions

**E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Manager of Internal Audit

**10. 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/Office Manager (909) 993-1736, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: CRJ

**Declaration of Posting**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency\*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, April 9, 2015.

*AW* April Woodruff #853

April Woodruff

**CONSENT  
CALENDAR  
ITEM**


**1J**





Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/08/15)  
Finance, Legal, and Administration Committee (04/08/15)

From:  P. Joseph Grindstaff  
General Manager

Submitted by: Chris Berch   
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee  
Manager of Planning and Environmental Compliance

Subject: Energy Service Provider Agreement

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Amend the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of electricity per hour at a variable rate;
2. Amend the current agreement with SENA US, L.P. for one year to purchase 200 MMBtu per day of natural gas at a variable rate; and
3. Authorize the General Manager to finalize and execute the amended agreements.

### **BACKGROUND**

IEUA currently participates in a program known as Direct Access (DA) that allows the purchase of electricity from an Energy Service Provider (ESP) instead of the local utility, Southern California Edison (SCE). The Agency currently purchases electricity for the power needed at the Regional Water Recycling Plant No.1 (RP-1), Regional Water Recycling Plant No.2 (RP-2), and Carbon Canyon Water Recycling Facility (CCWRF) from SENA under a Master Energy Sales Agreement (MESA).

IEUA also receives natural gas commodity service from SENA at five service locations under a master Natural Gas Sales and Purchase Agreement. IEUA's agreement with SENA provides the

natural gas necessary to supplement the biogas for the fuel cell and the internal combustion engine (non-core accounts), as well the boilers and other uses (core accounts).

Both current energy service agreements are set to expire on April 30, 2015. Purchases of electricity and natural gas through these Purchase Agreements have consistently reduced overall IEUA costs and are an integral part of the IEUA Energy Management Plan. Both current energy service agreements include variable rates. SENA's variable pricing for the nominated quantities of electricity is based on the California Independent System Operator (CAISO) Day Ahead Electricity Price Index (day ahead price) plus \$1.90/MWh commission. The contract also includes Resource Adequacy (RA) and Renewable Portfolio Standard (RPS) products, both of which are pass through costs. SENA's agreement quantities are for 24 hours per day, 7 days per week; any quantities over or under this amount were priced equal to the energy imbalance price during that hour. Natural gas variable pricing is based on the Natural Gas Intelligence (NGI) monthly index value plus \$0.05/MMBtu commission for non-core accounts, and \$0.10/MMBtu commission for core accounts.

On February 9, 2015, IEUA posted two Requests for Proposals (RFP) on The Network Bid System. One RFP was for the procurement of electricity on the Agency's behalf by approved California ESP, and one RFP for the procurement of natural gas from qualified Natural Gas Service Providers ("NGSP") for one-year period with option to extend. SENA was the only qualified vendor to respond to the two RFPs.

For the electricity supply and services SENA proposed a one-year agreement based on the fixed price of \$36 MWhr, or the ICE Electricity Price Index for SP15 plus \$0.50/MWh commission; and pass through for CAISO cost, Resource Adequacy (RA), Renewable Portfolio Standard (RPS), and local taxes; unless the Agency prefer fixed costs to mitigate the risk. The reduction of the SENA commission will generate a saving of approximately \$34,000 per year.

Shell Energy North America (SENA), US L.P.	Current [05/01/14 - 04/30/15]	Proposed [05/01/15 - 04/30/16]
Variable Price (Commission)	\$1.90/MWhr	\$0.50/MWhr

For the natural gas supply and services SENA kept the current commission rate: one-year agreement at NGI index price plus \$0.05/MMBtu for non-core volumes, and NGI index price plus \$0.10/MMBtu for core volumes. The additional Backbone Transportation tariff rate (BTS) is currently \$0.15/MMBtu.

The potential variability of the facilities loads and electricity import, partially due to the unpredictable performance of the fuel cell, makes the one-year agreement at a variable rate pricing structure a reasonable and safe option. According to an independent audit conducted in December 2013, updated with the expected electricity usage at RP-1, RP-2 and CCWRF, the Direct Access Day Ahead Electricity Price would generate a saving of approximately \$50,000 per year compared to the bundled rate. Therefore, IEUA staff recommends amending the current agreement with Shell Energy North America (SENA) US, L.P. for one year to purchase 1.5 megawatts (MW) of

electricity per hour at a variable rate. IEUA staff will also continue to monitor the market with the option of converting a portion or all of the variable price to fixed price if beneficial to the Agency.

The energy purchase agreement is part of the Agency's Energy Management Business Goal to contain future energy costs, and provide for future rate stabilization.

**PRIOR BOARD ACTION**

The Board approved the SENA US, L.P. agreements on March 19, 2014, April 17, 2013, February 16, 2011, and April 15, 2009.

**IMPACT ON BUDGET**

The total appropriation in the proposed Fiscal Year 2015/16 Regional Operations and Maintenance (RO) Fund Utilities Budget for the Agency's DA service accounts is \$7,000,000. Given the current state of the energy market, staff anticipates no adverse impact on the budget from this agreement.



# Energy Service Provider Agreements

## April 2015



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

Sylvie Lee, P.E.,  
Manager of Planning and Environmental Compliance

Pietro Cambiaso, P.E.,  
Senior Engineer



# Electricity Procurement

Facility	Energy Purchase Agreement	Rate Components	
		Transmission	Commodity
RP-1	Unbundled	SCE	Direct Access
RP-2 Liquids	Bundled	SCE	SCE
RP-2 Solids	Unbundled	SCE	Direct Access
RP-4/IERCF	Bundled	SCE	SCE
RP-5	Bundled	SCE	SCE
CCWRF	Unbundled	SCE	Direct Access
Pump Stations	Bundled	SCE	SCE



# Natural Gas Procurement

Facility	Account	Rate Components	
		Transmission	Commodity
RP-1	Non-Core (Fuel Cell)	SoCal Gas Co	Direct Access
RP-1	Core (Boilers, Lab)	SoCal Gas Co	Direct Access
RP-2	Non-Core (Engine, Boilers)	SoCal Gas Co	Direct Access
RP-2	Core (Flare)	SoCal Gas Co	Direct Access
RP-4	Core	SoCal Gas Co	Direct Access
RP-5	Core	SoCal Gas Co	Direct Access
CCWRF	Core	SoCal Gas Co	Direct Access



# Electricity Agreement

Shell Energy North America	Current (May 1, 2014 – April 30, 2015)	Proposed (May 1, 2015 – April 30, 2016)
Fixed	Option to convert variable to fixed	No Change
Variable	1.5 MWhr CAISO SP 15	No Change
Commission	\$1.90/MWh	\$0.50/MWh <sup>(1)</sup>

<sup>(1)</sup> Expected Savings of \$34,000 per year



# Natural Gas Agreement

Shell Energy North America	Current (May 1, 2014 – April 30, 2015)	Proposed (May 1, 2015 – April 30, 2016)
Fixed	Option to convert variable to fixed	No Change
Variable	200 MMBtu/day Monthly Index Value	No Change
Commission	+ \$0.05/MMBtu (non-core) + \$0.10/MMBtu (core)	No Change

# Recommendation

- Staff recommends the Board amend the current agreements with Shell Energy North America (SENA) US, L.P. for one year to purchase electricity and natural gas at a variable rate.

*This project meets the Agency's Energy Management Business Goal in containing future energy costs, and providing for future rate stabilization.*



Questions?



Shell Energy North America (US), L.P.

INLAND EMPIRE UTILITIES AGENCY C/O PAT JACKSON, PO BOX 9020 CHINO HILLS, CA 91709	Shell Energy North America (US), L.P. 1000 Main St., Level 12 Houston, Texas 77002
Deal No.:	Deal Nos.: TBD
Deal Maker: Pietro Cambiaso	Deal Maker: Rand Havens
Phone: 909-993-1639	Phone: 713-767-5400
Fax: 1-909-993-1982	Fax: 713-767-5414

April 6, 2015

**CONFIRMATION AGREEMENT**

This Confirmation Agreement (this "Confirmation") shall confirm the agreement reached on date written above between SHELL ENERGY NORTH AMERICA (US), L.P. ("Shell Energy") and INLAND EMPIRE UTILITIES AGENCY ("Counterparty") herein sometimes referred to as a "Party" and collectively as the "Parties") regarding the sale of Energy and Related Products (as defined herein) under the terms and conditions set forth below.

*Buyer:* Inland Empire Utilities Agency

*Seller:* Shell Energy North America (US), L.P.

*Buyer's Facilities:* 6075 Kimball Avenue, Chino, CA 91708

*Product Firmness:* Firm, With Liquidated Damages

*Delivery Term:* 05/01/2015 – 04/30/2016

*Energy Quantity:* 1.5 MWs of energy per hour

*Total Energy MWh:* 13,176

*Energy Price:* CAISO SP 15 Day Ahead Hourly Index + \$0.50/MWh:  
Schedule volumes above and below the Energy Quantity will be priced at the hourly CAISO real time price.

*Energy Delivery Point(s):* SP15 EZ Gen Hub

*Energy Scheduling:* Flat 7x24 (Monday through Sunday, HE 0100 - HE 2400 PPT, including NERC holidays).

*Product Independence:* The Products in this Confirmation are independent of each other so that, by way of example but not limitation, the quantity of RA or RPS is not contingent or dependent on the Energy Quantity.

*Subject To:* Master Energy Sale Agreement dated 05/01/2009, as amended.

*Additional Provisions:*

1. Seller and Buyer agree to notify each other as soon as practically possible of any interruption or curtailment affecting this Transaction. Buyer should notify Shell Energy at 1-800-267-2562.
2. At any time during the term of this transaction, Buyer may request a quote from Seller for a fixed price of up to 1.5 MW of the Energy Quantity for the remainder of the Delivery Term. This request may be made by Buyer at any time during normal NYMEX trading hours (except that any request made by Buyer on the NYMEX closing day must be received by Buyer by 12:00 p.m. Eastern Time). If the parties mutually agree to a Fixed Price for a specified quantity of energy to be delivered at the Delivery Point for a particular Month, Seller shall forward to Buyer by facsimile a "Fixed Price Confirmation". The Parties' agreement shall be deemed conclusive upon Buyer's receipt of Seller's written Fixed Price Confirmation unless Buyer objects to any errors contained in the Fixed Price Confirmation immediately following its receipt. Once a Fixed Price has been established for a given period, the Fixed Price shall be irrevocable as to the affected quantities, such Fixed Price shall not be subject to change and the corresponding quantities must be nominated by Buyer and shall be deemed to be the first energy volumes purchased during the applicable Month. If Buyer and Seller are unable to agree on a Fixed Price for any given request by Buyer, the Contract Price provided above shall apply.
3. **Parties' Obligations.** For each Transaction Seller shall sell and cause to be scheduled, and Buyer shall buy and receive, the Contract Quantity of Energy at the Delivery Point, and Buyer shall pay Seller the Contract Price and all Related Charges. Seller shall be responsible for any costs or charges imposed on or associated with Energy or Energy delivery to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with Energy or its receipt at and from the Delivery Point and all Related Charges.
4. **RA, RPS and GHGI Products - Buyer's Obligation.** The CPUC imposes certain requirements on Seller as result of Seller acting as a load-serving entity hereunder to buy RA, RPS and GHGI products and such other products as the CPUC may in the future require Seller to buy in its capacity as ESP, all consistent with CPUC decisions currently effective, as of the date of this MESA, as the same may be from time to time amended or superseded in the future) (collectively, "Related Products"). If during the Term of the MESA or any Transaction hereunder there are changes to the CPUC requirements for Related Products, as amended from time-to-time, the Parties agree that, except for Related Products Fixed Quantities Transactions as set forth in Section 6 below, to negotiate to restore the original intent of any affected Transaction(s) between the Parties. Buyer acknowledges such Related Products are not required to be described on a Confirmation relating to an Energy purchase, but are required to be purchased in connection with the Energy purchase. If Buyer buys a Related Products Fixed Quantity pursuant to Section 6 below, such purchase shall be documented in a Confirmation. Buyer shall obtain such Related Products from Seller at prices Seller established for the applicable regulatory compliance reporting period for the particular Related Product, which may occur after this MESA expires or after the term of a given Transaction hereunder expires, and Buyer shall pay Seller the Related Charges for such Related Products in accordance with Seller's monthly invoice, which may be an estimate as hereinafter set forth, subject to reconciliation.
5. **Related Products Charges; Allocation/Reconciliation.** Seller may procure a portfolio of Related Products related to the sale of Energy to a number of its direct access customers, including Buyer. If Buyer has not entered into a transaction for Related Products Fixed Quantity in connection with Section 6 below pursuant to this Confirmation and with respect to all required Related Products based on Buyer's estimated Energy consumption, Seller may initially allocate on a monthly basis or such other basis as Seller may elect, such Related Products and the associated estimated Related Charges to multiple direct access customers, including Buyer, on a pro rata basis, determined based on Buyer's historical consumption data available to Seller in relation to Seller's direct access customers' aggregate estimated Energy consumption for which Related Products are being or are to be purchased. When actual compliance procurement of Related Products is complete and actual charges for Related Products purchased and the actual energy consumption of Seller's direct access customers (including Buyer), for the applicable period are known, Seller will calculate Buyer's actual share of Related Charges and compare it to the estimated amounts billed and collected from Buyer. If Buyer has paid more for Related Products than it should have paid based on actual charges and consumption, Seller will credit the overpayment against Related Charges associated with the next year's obligation to buy Related Products, or if all obligations hereunder have been satisfied, refund the overpayment to Buyer. If Buyer has paid less for Related Products than it should have based on actual charges and consumption, Buyer will immediately pay Seller such underpayment on receipt of Seller's invoice.
6. **Buying Fixed Quantity of Related Products at Fixed Price.** Buyer may ask Seller to provide pricing for a fixed quantity of some or all Related Products associated with a Transaction ("Related Products Fixed Quantity"), which fixed quantity may be all or less than all of Buyer's estimated Related Products obligations based on Buyer's historical consumption data for a fixed period not to exceed 24 months ("Related Products Fixed Charge Term"). Seller will consider such request and may quote Buyer a price for such Related Products Fixed Quantity. If Seller



chooses to quote a fixed price it shall notify Buyer of the price, and Buyer shall have until close of business on the next Business Day to notify Seller that it accepts such price (such agreed price is a "Related Products Fixed Charge"), and the Parties shall execute a Confirmation setting forth the specific Related Products subject to the Related Products Fixed Charge, Related Products Fixed Charge Term, Related Products Fixed Quantity and Related Products Fixed Charge. If Buyer elects this option for a particular Related Product, Buyer shall not be subject to the pro-rated allocation of the price for those particular Related Products described in Section 5 above, to the extent of the Related Products Fixed Quantity subject to the Related Products Fixed Charge. The Related Products Fixed Charge shall be divided over the number of months in the Related Products Fixed Charge Term and included on Seller's monthly invoice to Buyer. If Buyer's actual Energy consumption exceeds estimated consumption and/or Buyer's actual obligations with respect to Related Products exceed the Fixed Price Related Products Quantity covered by the Confirmation, and/or if not all Related Products which Buyer is obligated to buy were included in the Related Products Fixed Quantity, then Seller shall invoice Buyer consistent with the terms of Section 5 above for the excess quantity of required Related Products and for Related Products not covered by the Related Products Fixed Charge. If the Related Products Fixed Quantity that Buyer has purchased exceeds Buyer's obligations to buy Related Products, then to the extent allowed by then current CPUC regulations, such excess portion of the Related Products Fixed Quantity may be carried forward to a subsequent Related Products Fixed Charge Term. If then current CPUC regulations do not allow such carry forward any excess portion of the Related Products Fixed Quantity shall expire at the end of the Related Products Fixed Charge Term, with no additional credit or compensation to Buyer from Seller.

7. No later than seven (7) Business Days prior to the upcoming Month of Delivery, Buyer shall notify Seller of its anticipated daily volume for the Month. In the event Buyer fails to notify Seller within that timeframe, Buyer's volumes for the upcoming Month shall be based on Buyer's historical usage for that Month, and such volumes shall be deemed to be the baseload Contract Quantity and not subject to change.

8. Seller is the sole supplier of Energy for Buyer's facilities supplied under this Confirmation.

This Confirm sets forth the terms of the Transaction into which the Parties have entered, and together with the MESA shall constitutes the entire agreement between the Parties relating to the contemplated purchase and sale of Energy and Related Products.

Please have this confirmation executed by an authorized representative or officer of your company and return via facsimile to 713-767-5414. If no objection to this Confirmation has been received by Shell Energy by facsimile transmission by 5:00 p.m., Houston, Texas time, five (5) Business Days after delivery of this Confirmation to Counterparty by facsimile, then this Confirmation (i) shall be binding and enforceable against Counterparty and Shell Energy and (ii) shall be the final expression of all the terms hereof, regardless whether excuted by the other Party.

**INLAND EMPIRE UTILITIES AGENCY**

**SHELL ENERGY NORTH AMERICA (US), L.P.**

By: **Draft – Not For Execution**  
 \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: **Draft – Not For Execution**  
 \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: April 6, 2015  
 \_\_\_\_\_



Confirmation Date: 04/6/2015  
Trader: Rand Havens  
Commodity: Natural Gas

Trade Date:  
Endur #:  
Contract #: 013-NG-BS-15276



**SHELL ENERGY NORTH AMERICA  
(US), L.P.**

**CONFIRMATION**

**INLAND EMPIRE UTILITIES AGENCY**

Fax: 1-909-993-1951

Attn: Pietro Cambiaso  
PO BOX 9020  
CHINO HILLS, CA 91709

Phone: 1-909-993-1639

This Transaction Confirmation ("Confirmation") shall confirm and effectuate the agreement between **SHELL ENERGY NORTH AMERICA (US), L.P. ("Shell Energy")** and **INLAND EMPIRE UTILITIES AGENCY ("Counterparty")** regarding the purchase and sale of natural gas under the following terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Contract.

**Seller: SHELL ENERGY NORTH AMERICA (US), L.P.**

**Buyer: INLAND EMPIRE UTILITIES AGENCY**

<u>Period of Delivery</u>	<u>Performance Obligation</u>	<u>Transporter / Delivery Point(s)</u>	<u>Contract Quantity MMBTU Per Month</u>	<u>Contract Price USD / MMBTU</u>
05/01/2015 - 04/30/2016	Firm	SOCAL RETAIL, SOCAL CITYGATE, INLAND EMPIRE UTLTY AGENCY NON CORE	5,400	NGI SoCal Citygate Index +\$0.05

a. The Contract Quantities specified above are baseload quantities for firm delivery and receipt each and every Day of the Month and not subject to change; provided, any necessary adjustments to the baseload Contract Quantities based upon Buyer's under or over usage of the applicable baseload Contract Quantity shall be effectuated per provisions b. and c. directly below.

b. For incremental quantities used by Buyer in excess of the Contract Quantity specified above shall be priced at a mutually agreed upon price between Buyer and Seller. In the absence of a mutually agreed upon price, such incremental quantities shall be priced at the average of the applicable Month's Gas Daily, "Daily Price Survey," "SoCal Citygate," "Common High".

c. In the event that Buyer's usage is less than the Contract Quantity resulting in surplus quantities, such quantities shall be priced and disposed of at a price that is mutually agreed upon between Buyer and Seller. In the absence of a mutually agreed upon price, such surplus quantities shall be priced at the average of the applicable Month's Gas Daily, "Daily Price Survey," "SoCal Citygate," "Common Low".

d. At any time during the term of this transaction, Buyer may request a quote from Seller for a monthly fixed price, a floating price with a fixed Basis Spread or a floating price with a fixed price floor, cap, ceiling or collar (each such transaction, whether at a fixed-price or at a floating price with a fixed Basis Spread or fixed-price floor, cap, ceiling or collar, is herein called a 'Fixed Price') that is based on the New York Mercantile Exchange ('NYMEX') natural gas futures contract or otherwise as an alternative to a Contract Price that floats based on NYMEX, industry postings, reference publications, or other external market factors or indices, for a specified quantity of Gas to be delivered at the Delivery Point for the relevant Delivery Period. This request may be made by Buyer at any time during normal NYMEX trading hours (except that any request made by Buyer on the NYMEX closing day must be received by Buyer by 12:00 p.m. Eastern Time). If the parties mutually agree to a Fixed Price for a specified quantity of Gas to be delivered at the Delivery Point for a particular Month, Seller shall forward to Buyer by facsimile a 'Fixed Price Confirmation'. The Parties' agreement shall be deemed conclusive upon Buyer's receipt of Seller's written Fixed Price Confirmation unless Buyer objects to any errors contained in the Fixed Price Confirmation immediately following its receipt. Once a Fixed Price has been established for a given period, the Fixed Price shall be irrevocable as to the affected quantities, such Fixed Price shall not be subject to change and the corresponding quantities must be nominated by Buyer and shall be deemed to be the first Gas purchased during the applicable Month. If Buyer and Seller are unable to agree on a Fixed Price for any given request by Buyer, the Contract Price provided above shall apply. If Buyer and Seller have agreed to a Basis Spread Fixed Price in a Fixed Price Confirmation and Buyer does not agree upon a fixed NYMEX price to accompany the Basis Spread Fixed Price before the settlement of the prompt month, then the prompt Month price will default to the NYMEX last day settlement price plus the Basis Spread Fixed Price. As used herein, 'Basis Spread' means the location price differential, which may be either a positive or a negative amount, stated as the fixed amount above (positive) or below (negative) a floating price index or other reference point (for example, in the price term 'NYMEX - \$0.10', the Basis Spread is '-\$0.10'). For the avoidance of any doubt, this provision (d) shall be inapplicable and inoperative in the event that the parties underlying Contract already contains any fixed price election language and such fixed price election language in the Contract shall control.

SoCal Gas Unbundled Firm Access Rights: The Delivery Point specified under this Confirmation is a SoCal Gas Citygate Receipt Point and subject to the terms and conditions of the Southern California Gas Company's Tariff.

Involuntary Conversions, Imbalances, Daily Balancing: Buyer shall provide, or authorize Seller to receive, all information reasonable necessary for Seller to monitor Buyer's actual consumption for each facility. Seller shall monitor Buyer's actual consumption at the facilities and Seller will have the right to increase or decrease actual deliveries at the Delivery Point(s) or adjust Buyer's daily nomination with the Transporter if Buyer's current actual usage does not correspond with the effective Contract Quantity in order to limit or reduce any imbalances. Buyer shall authorize Seller as the sole and exclusive party to utilize Buyer's LDC(s) imbalance trade mechanism(s) to balance Buyer's account(s) for under or over deliveries of Gas. As long as Buyer complies with the provisions specified herein, Seller shall pay all balancing penalties, cash outs, and other charges properly imposed upon Buyer by the applicable LDC(s) which relate to Gas delivered under this Confirmation. If, at any time during the term of this Confirmation, deliveries of Gas on Transporter's system are subject to a daily balancing requirement, the following terms shall apply ("daily balancing" means any situation in which Gas end-users and/or suppliers shipping Gas on Transporter's system are required to balance supply and demand on a daily basis within a specified tolerance band or be subject to penalties or charges for non-compliance):

a. Buyer shall advise Seller in writing, by 7:00 a.m. on the Day before the Gas Day, each Day on which daily balancing applies, of Buyer's actual metered Gas usage on the previous Day, as well as, Buyer's anticipated Gas usage on that particular Gas Day.

Confirmation Date: 04/6/2015  
Trader: Rand Havens  
Commodity: Natural Gas

Trade Date:  
Endur #:  
Contract #: 013-NG-BS-15276

- b. Seller shall be responsible for any charges or penalties imposed upon Buyer by Transporter for daily imbalances attributable to Seller's deliveries, but only to the extent that Seller's deliveries are greater or less, by an amount that is outside the percentage tolerance band established by Transporter, than Buyer's stated anticipated Gas usage for the Day.
- c. Buyer shall be responsible for any charges or penalties imposed upon Buyer or Seller by Transporter for daily imbalances, if Seller's deliveries for that Day are within the percentage tolerance band established by Transporter with respect to Buyer's anticipated Gas usage for the Day.

**Special Provisions:**

The Contract Price (with fixed basis) specified above does not reflect or include any of the applicable Southern California Gas Company's Tariff - Receipt Point Access Right charges and Fuel Recovery Charges. Therefore, in addition to the Contract Price stated above, Buyer shall be charged and will reimburse Seller for the applicable Southern California Gas Company Tariff - Receipt Point Access Right charges and Fuel Recovery Charges in effect during each Month of the Delivery Period of this transaction.

In exchange for Seller's commitment to provide physical delivery and related service and to sell Natural Gas at the Contract Price, Buyer agrees that it shall not purchase non-core Natural Gas for its own consumption from buyer's Local Utility or any other third party natural gas provider other than the Seller. Buyer shall consume all Natural Gas purchased under this Agreement at Buyer's Facilities and shall not resell any portion of such Natural Gas to a third party. Nothing herein prohibits Buyer from continuing to operate using self-produced methane gas.

Monthly Nominated Quantity: On or before the fifth (5th) Business Day prior to the first (1st) Day of each Month, Buyer shall nominate to Seller an amount equal to one hundred percent (100%) of its anticipated daily Gas requirements for each of Buyer's facilities on SoCal Gas for the given Month expressed as a daily MMBtu rate (the "Monthly Nominated Quantity"), which shall be considered the Contract Quantity amount for such Month. If Buyer fails to notify Seller of the Monthly Nominated Quantity on or before the fifth (5th) Business Day prior to the first Day of a given Month, then the Monthly Nominated Quantity shall be deemed to be the same as the previous Month. Buyer shall immediately report to Seller any variations in Buyer's forecasted usage, which may be materially different from the original Monthly Nominated Quantity.

No later than seven (7) Business Days prior to the upcoming Month of Delivery, Buyer shall notify Seller of its anticipated daily volume for the Month. In the event Buyer fails to notify Seller within that timeframe, Buyer's volumes for the upcoming Month shall be based on Buyer's historical usage for that Month, and such volumes shall be deemed to be the baseload Contract Quantity and not subject to change.

Seller is the sole supplier of Gas for Buyer's facilities supplied under this confirmation.

This Confirmation is being provided pursuant to and in accordance with the master natural gas purchase and/or sale contract dated 5/1/2009 between Shell Energy (the "Contract") and Counterparty and constitute part of and is subject to all of the provisions of the Contract. With respect to the above stated Deal Number identifying this specific transaction, this Confirmation shall supersede any prior Confirmations of this specific transaction.

Please evidence your acceptance of this Confirmation by signing below and returning a faxed copy to Shell Energy. If no facsimile objection to this Confirmation is received by Shell Energy by 5:00 p.m., HOUSTON, Texas time, within two (2) Business Days after delivery of this Confirmation to Counterparty (unless otherwise specified in the Contract), then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Seller and Buyer regardless of whether executed by Counterparty.

**INLAND EMPIRE UTILITIES AGENCY**

**SHELL ENERGY NORTH AMERICA (US), L.P.**

Per: DRAFT – NOT FOR EXECUTION

Per: DRAFT – NOT FOR EXECUTION

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

Please return the signed confirmation to Fax: 713-265-2171

Questions and comments should be directed to Shell Energy at Phone: 877-504-2491



Confirmation Date: 04/06/2015  
Trader: Rand Havens  
Commodity: Natural Gas

Trade Date:  
Endur #:  
Contract #: 013-NG-BS-15276



**SHELL ENERGY NORTH AMERICA  
(US), L.P.**

Page 1 of 3

**CONFIRMATION**

**INLAND EMPIRE UTILITIES AGENCY**

Fax: 1-909-993-1951

Attn: Pietro Cambiaso  
PO BOX 9020  
CHINO HILLS, CA 91709

Phone: 1-909-993-1639

This Transaction Confirmation ("Confirmation") shall confirm and effectuate the agreement between **SHELL ENERGY NORTH AMERICA (US), L.P. ("Shell Energy")** and **INLAND EMPIRE UTILITIES AGENCY ("Counterparty")** regarding the purchase and sale of natural gas under the following terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Contract.

**Seller: SHELL ENERGY NORTH AMERICA (US), L.P.**

**Buyer: INLAND EMPIRE UTILITIES AGENCY**

<u>Period of Delivery</u>	<u>Performance Obligation</u>	<u>Transporter / Delivery Point(s)</u>	<u>Contract Quantity MMBTU Per Month</u>	<u>Contract Price USD / MMBTU</u>
05/01/2015 - 04/30/2016	Firm	SOCAL RETAIL, SOCAL CITYGATE, INLAND EMPIRE UTLTY AGENCY CORE	600	NGI SoCal Citygate Index +\$0.095

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d. At any time during the term of this transaction, Buyer may request a quote from Seller for a monthly fixed price, a floating price with a fixed Basis Spread or a floating price with a fixed price floor, cap, ceiling or collar (each such transaction, whether at a fixed-price or at a floating price with a fixed Basis Spread or fixed-price floor, cap, ceiling or collar, is herein called a 'Fixed Price') that is based on the New York Mercantile Exchange ('NYMEX') natural gas futures contract or otherwise as an alternative to a Contract Price that floats based on NYMEX, industry postings, reference publications, or other external market factors or indices, for a specified quantity of Gas to be delivered at the Delivery Point for the relevant Delivery Period. This request may be made by Buyer at any time during normal NYMEX trading hours (except that any request made by Buyer on the NYMEX closing day must be received by Buyer by 12:00 p.m. Eastern Time). If the parties mutually agree to a Fixed Price for a specified quantity of Gas to be delivered at the Delivery Point for a particular Month, Seller shall forward to Buyer by facsimile a 'Fixed Price Confirmation'. The Parties' agreement shall be deemed conclusive upon Buyer's receipt of Seller's written Fixed Price Confirmation unless Buyer objects to any errors contained in the Fixed Price Confirmation immediately following its receipt. Once a Fixed Price has been established for a given period, the Fixed Price shall be irrevocable as to the affected quantities, such Fixed Price shall not be subject to change and the corresponding quantities must be nominated by Buyer and shall be deemed to be the first Gas purchased during the applicable Month. If Buyer and Seller are unable to agree on a Fixed Price for any given request by Buyer, the Contract Price provided above shall apply. If Buyer and Seller have agreed to a Basis Spread Fixed Price in a Fixed Price Confirmation and Buyer does not agree upon a fixed NYMEX price to accompany the Basis Spread Fixed Price before the settlement of the prompt month, then the prompt Month price will default to the NYMEX last day settlement price plus the Basis Spread Fixed Price. As used herein, 'Basis Spread' means the location price differential, which may be either a positive or a negative amount, stated as the fixed amount above (positive) or below (negative) a floating price index or other reference point (for example, in the price term 'NYMEX - \$0.10', the Basis Spread is '-\$0.10'). For the avoidance of any doubt, this provision (d) shall be inapplicable and inoperative in the event that the parties underlying Contract already contains any fixed price election language and such fixed price election language in the Contract shall control.

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Confirmation Date: 04/06/2015  
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Seller is the sole supplier of Gas for Buyer's facilities supplied under this confirmation.

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Please evidence your acceptance of this Confirmation by signing below and returning a faxed copy to Shell Energy. If no facsimile objection to this Confirmation is received by Shell Energy by 5:00 p.m., HOUSTON, Texas time, within two (2) Business Days after delivery of this Confirmation to Counterparty (unless otherwise specified in the Contract), then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Seller and Buyer regardless of whether executed by Counterparty.

**INLAND EMPIRE UTILITIES AGENCY**

**SHELL ENERGY NORTH AMERICA (US), L.P.**

Per: DRAFT – NOT FOR EXECUTION

Per: DRAFT – NOT FOR EXECUTION

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

Please return the signed confirmation to Fax: 713-265-2171

Questions and comments should be directed to Shell Energy at Phone: 877-504-2491

CONSENT  
CALENDAR  
ITEM


**1K**




Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/08/15)  
Finance, Legal, and Administration Committee (04/08/15)

From:  P. Joseph Grindstaff  
General Manager

Submitted by: Ernest Yeboah   
Executive Manager of Operations/Assistant General Manager

Subject: Agency-Wide HVAC Equipment Service Contract

---

### **RECOMMENDATION**

It is recommended that the Board:

1. Award Contract No. 4600001847 to AMP Mechanical Inc., for the provision of Agency-wide heating, ventilating, and air conditioning (HVAC) maintenance and emergency/call-out services for a three-year term for the not-to-exceed amount of \$156,100 with a one-year option to extend; and
2. Authorize the General Manager to execute the contract.

### **BACKGROUND:**

The Agency has HVAC equipment such as air handlers, condensers, and evaporators that periodically require major maintenance. Some of the equipment provides environmental and temperature control for process critical electronic equipment. Having a three-year contract with a reputable and highly qualified service provider ensures that the majority of the contract terms (e.g., shop rates, evidence of insurance, indemnification language, warranty provision, etc.) are established up front, which will expedite the repair process. Staff will issue a task order for any work required as necessary.

A Request for Proposal (RFP-RH-147-077) was issued for the maintenance and emergency/call out service of the Agency's HVAC through BidNet Network. Five proposals were received, with AMP Mechanical Inc., of Costa Mesa, California, being the lowest bidder.

Agency-Wide HVAC Equipment Service Contract

April 15, 2015

Page 2 of 2

<b>Bidder</b>	<b>Bi-monthly Preventive Maintenance Service Proposal</b>	<b>Hourly Service Rates</b>
AMP Mechanical Inc.	\$ 7,400	\$ 80
Arctic Mechanical Inc.	\$ 7,500	\$ 86
Countywide Mechanical	\$ 9,143	\$ 114
RT Contractors	\$ 17,200	\$ 90
Acco Engineering	\$ 84,201	\$ 115

**PRIOR BOARD ACTION**

None.

**IMPACT ON BUDGET**

If approved, the not-to exceed amount of \$156,100 will be funded from the O&M contract labor account included in the FY 2014/15, FY 2015/16, and FY 2016/17 budgets of Regional Wastewater Operations and Maintenance (RO) and Administrative Service (GG) funds.



**CONTRACT No. 4600001847**

**For Provision of**

**HVAC MAINTENANCE AND REPAIR SERVICES**

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 AMP Mechanical Inc., with offices located in Costa Mesa, California (hereinafter referred to as "Contractor") for provision of HVAC maintenance and repair services.

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

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

Project Manager: Joseph King  
Address: 2662 E. Walnut Street  
Ontario, CA 91761  
Telephone: (909) 993-1734  
E-mail: jdking@ieua.org

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

Contractor's Project Manager: Colby Sorensen  
Address: 3554 Business Park Drv., Suite E  
Costa Mesa, CA 92626  
Telephone: (909) 578-1099  
E-mail: amphvac@gmail.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract No. 4600001847
2. Contract No. 4600001847 including Exhibit A - Statement of Work and Attachment A - Lists of Equipment, Tasks and Filters
3. Agency Request for Proposal No. RFP-RH-14-077, including Addendum No. 1
4. Contractor's Proposal, dated January 8, 2015

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with Exhibit A - Statement of Work, which appears at the end of this Contract.



5. TERM OF CONTRACT / OPTIONS / OPTION PRICE ADJUSTMENT: The term of this Contract shall extend from the date of its bi-lateral execution and terminate June 30, 2018, unless an extension is agreed to by both parties, reduced to writing, and incorporated as an amendment to this Contract. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend the Contract for an additional one year period; which would result in an aggregate total Contract term of four years. In the event the Agency desires to exercise said Contract extension option provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term.

In the event the Agency exercises the Contract extension provided for above, revised pricing applicable during said extension shall be calculated as follows:

On July 1, 2018, the prices provided for in this Contract shall be adjusted, plus or minus, by the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange Counties, California index area. The basis for computing the adjustment to those prices provided for in this Contract shall be the percentage change for the one year period from March 2017 to March 2018.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used.

6. PAYMENT, INVOICING AND COMPENSATION: Contractor may submit an invoice once per month covering all work and materials completed during the invoice period. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager. Contractor shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements.

Contractor's invoices shall be formulated consistent with the below-listed price schedule:

RP-1 bi-monthly price :	\$	1,980.00
RP-2 bi-monthly price :	\$	620.00
CCWRF bi-monthly price :	\$	860.00
RP-4 bi-monthly price :	\$	1,160.00
RP-5 bi-monthly price :	\$	620.00
HQ bi-monthly price :	\$	1,400.00

Fully-burdened rate (portal to portal) for providing "on-call/emergency" HVAC repair services:

<u>Labor Category</u>	<u>Standard rate/hour</u>	<u>Overtime &amp; weekends/hr.</u>	<u>Holiday rate/hr.</u>
Field Technician	\$ 80.00	\$ 120.00	\$ 160.00

Field Technician vehicle charge (applicable to provision of repair services only): \$ 40.00/day

Material handling burden % above actual costs to be applied to Contractor-provided emergency replacement parts (if directed to complete repairs by Agency Project Manager): 15.0 %

Premium chargeable for emergency response expedited arrival on-site:

Technician Arrival On-Site within 2 hours from receipt of request: No additional charge

Technician Arrival On-Site within 4 hours from receipt of request: No additional charge

Contractor's invoices shall be submitted as follows: Inland Empire Utilities Agency  
Attention: Accounts Payable Department  
P.O. Box 9020  
Chino Hills, CA 91709

OR invoices may be submitted electronically via: APGroup@ieua.org

Concurrent with invoice submittal to the Agency's Accounts Payable Department, the Contractor shall e-mail a copy of the submitted invoice to the Agency's designated Project Manager identified on page 1 of this Contract.

As compensation for the "routine non-emergency" work performed under this Contract, Agency shall pay Contractor, on a **fixed price level-of-effort basis, a total price of \$126,160.00** for all specified and pre-scheduled work/services satisfactorily provided hereunder.

As compensation for the "as-requested emergency repair work" subsequently authorized via separate written billing order releases by the Agency's assigned Project Manager, Agency shall pay Contractor, on a **time and materials basis, a total price not-to-exceed \$30,000.00**

Accounting for both the routine HVAC maintenance work as well as the "as-requested emergency " work covered under this contract, the **combined not-to-exceed price limit for this contract shall be \$156,160.00**

7. LIQUIDATED DAMAGES: Liquidated Damages are not applicable to this contract.
8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
9. FITNESS FOR DUTY:
  - A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
    1. shall report for work in a manner fit to do their job;

2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
10. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
    1. General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.
    2. Automobile Liability: \$ 300,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
    3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
  - 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. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired



or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.

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

## 2. Workers' Compensation and Employers Liability Coverage

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

## 3. All Coverages

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

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

Roger Hughbanks, Contracts Administrator  
Inland Empire Utilities Agency (via)  
E-mail address: rhughbanks@ieua.org

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing 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 laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution 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 execute the work and/or service, as such travel and subsistence payments are defined in the 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 furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- 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 and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment

free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.

J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor'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, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason 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.

K. Disputes:

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



3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
    - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
    - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
    - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
  4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- 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. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).
- N. Department of Industrial Relations Compliance - Public Works Projects
- o No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).

- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
12. **INDEMNIFICATION:** Contractor 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:
- A. 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 Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor 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;
  - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or 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 Contractor;
  - C. 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 Contractor to faithfully perform the work and all of the Contractor'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.
13. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
14. **TITLE AND RISK OF LOSS:**
- A. **Documentation:** Title to any/all Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
  - B. **Material:** Title to all Material, equipment, procured or fabricated under the Contract shall pass to Agency when delivered to the Agency's job-site and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agency.

15. PROPRIETARY RIGHTS:

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

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

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

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

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

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



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

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

Contractor: Colby Sorensen  
Regional Manager  
AMP Mechanical Inc.  
3554 Business Park Drv., Suite E  
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.

18. SAFETY AND PROTECTION:

A. Precautions and Programs:

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work or the activities of its employees, subcontractors and suppliers at the work site.
2. The Contractor and all its subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 C.F.R.

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time (duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

3. The Contractor and all its subcontractors shall comply with the provisions of the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in Title 29, C.F.R. Where an individual state act related to occupational safety and health standards has been approved by a federal authority, then the provisions of said state act shall control.
4. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control and direction to prevent damage, injury or loss to:
  - a. All employees performing the work or on the work site and other persons and organizations who may be effected thereby;
  - b. All the work, and materials and equipment to be incorporated therein, whether in storage on or off the work site; and
  - c. All other property at the work site.

5. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
  - a. Proof of training on confined spaced space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.

This regulation also requires the following to be submitted to IEUA for approval prior to entry of a confined space:

- b. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
6. The Contractor must also submit a copy of their Safety Program or IIPP for approval by the IEUA Safety and Risk Department prior to the start of the project at the work site.
19. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
20. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
21. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
22. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
23. GOVERNING LAW: This Contract is to be governed by and interpreted in accordance with the laws of the State of California.

24. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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.
25. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
27. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

**INLAND EMPIRE UTILITIES AGENCY:**

**AMP MECHANICAL Inc.:**

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
Gary Schneider (Date)  
President



## EXHIBIT A

### STATEMENT OF WORK

**SCOPE OF WORK SUMMARY:** The selected Contractor shall provide the HVAC preventive maintenance services listed and detailed within the separate files included as attachments to this solicitation.

All HVAC equipment involved with this project is located at or near one of seven facilities. The addresses to these facilities are:

Regional Plant No. 1: 2662 E. Walnut St., Ontario, CA 91761  
Regional Plant No. 2: 16400 El Prado Road, Chino, CA 91708  
Carbon Canyon WRF: 14950 Telephone Ave., Chino, CA 91708  
Regional Plant No. 4: 12811 Sixth Street, Rancho Cucamonga, CA 91729  
Regional Plant 5: 6075 "C" Kimball Ave., Chino, CA 91708  
IEUA HQ: 6075 "A & B" Kimball Ave., Chino, CA 91708

Each piece of designated HVAC equipment shall receive the specified preventive maintenance services once every two months. All necessary replacement belts and will be provided to the selected Contractor by the Agency. The selected Contractor shall supply all replacement filters. The selected Contract will be responsible for providing the all required tools and supplies (i.e. lubricants). If the need for additional repairs/additional new parts beyond those specified within this project's Statement of Work is observed by the Contractor, the Contractor shall immediately notify the Agency's assigned Project Manager of said need via e-mail. The Agency, rather than the Contractor, will be responsible of making those necessary repairs unless the Contractor is subsequently requested and authorized in writing to perform said repair work via a separately issued billing order number.

Contractor's bi-monthly invoice(s) may only be submitted for payment subsequent to completion of the required work. In addition to formally submitting invoices to the Agency's Accounts Payable Department, the Contractor shall e-mail an electronic copy of each invoice to the Agency's designated Project Manager (via [jdking@ieua.org](mailto:jdking@ieua.org)) within one week after bi-monthly provision of services.

# STATEMENT OF WORK

HVAC Preventive Maintenance and Call-Out Contract  
Agency Wide Facilities

Page 1 of 2

Requestor	Larry Vanderpool	Request Date	3/17/15
Project Manager	Joseph King	Prepared By	Larry Vanderpool
Department	Maintenance	Approved BY	Larry Vanderpool

## PROJECT DESCRIPTION

*Perform preventive maintenance on HVAC systems Agency wide, as well as provide corrective and emergency response HVAC repairs on as needed/as requested basis. It is desired that the contractor be able to support a two hour (or less) on-site emergency response time with a certified journey level HVAC Technician upon notification of an EMERGENCY situation.*

## PROJECT LOCATIONS

*This maintenance is carried out on an Agency-wide basis including the work at all IEUA Regional Plants, pump stations, Ground Water Recharge basins and associated well sites. Attendance of a mandatory pre-proposal job walk of facilities must be part of the bid process.*

## SCOPE OF WORK

The contractor shall provide the HVAC preventive maintenance services listed within Attachment A, under the "Task & Freq By Object Type" tab, upon the HVAC equipment detailed within the schedule included as Attachment 'A'. All of said HVAC equipment is located is located on or near the below-listed Agency major facilities:

*Regional Plant No. 1  
2662 E. Walnut Street  
Ontario, CA 91761*

*Regional Plant No. 2  
16400 El Prado Road  
Chino, CA 91708*

*Carbon Canyon Wastewater Reclamation Facility  
14950 Telephone Ave.  
Chino, CA 91708*

*Regional Plant No. 4  
12811 Sixth Street  
Rancho Cucamonga, CA 91729*

# STATEMENT OF WORK

HVAC Preventive Maintenance and Call-Out Contract  
Agency Wide Facilities

Page 2 of 2

*Regional Plant No. 5  
6075 "C" Kimball Ave.  
Chino, CA 91708*

*IEUA Headquarters  
6075 "A" & "B" Kimball Ave.  
Chino, CA 91708*

*Each piece of designated HVAC equipment shall receive the specified preventive maintenance services once every two months. The selected Contractor will be responsible for providing lubricants & filters and the Agency will be responsible for providing any required belts. If the need for additional repairs/additional new parts beyond those specified below is observed by the contractor, the contractor shall immediately notify the Agency assigned project manager of said need via e-mail. The Agency shall be responsible for making the necessary repairs or designating the contractor to do so via issuance of an additional separate written billing order release.*

***The list of tasks and frequencies by equipment object type are located in attachment 'A' under the tab named "Tasks&Freq By Object Type".***

## **PROJECT SCHEDULE**

*This work will be performed Monday through Thursdays between 7:00 AM and 3:30 PM*

## **PROJECT ASSUMPTIONS & APPLICABLE SPECIFICATIONS**

*The contractor will supply all the required filters as identified in attachment 'A' and the Agency will supply the contractor with all the required drive belts as needed.*



Addendum No. 1 to RFP-RH-14-077

Bidder questions and IEUA answers:

1. On the HVAC Attachment A Excel Sheet it references locations: IERCF, CC, HQ, RP-1, RP-2, RP-4 and RP-5. Is that all the locations? See attachment
2. On the HVAC Attachment A Excel Sheet it references filters & quantities: IERCF, CC, HQ, RP-1, RP-2, RP-4 and RP-5. Is that all the equipment? There are units that do not have filters but should be listed on the type of equipment count and then can be cross referenced to the equipment number list.
3. The Task & Freq references REFRIG, but on Filters and Quantities there are none shown, what locations have REFRIG and what are the quantities? RP-1 two walk in and one reach in.
4. RP-4 references charcoal filters what type are they? Are they cleanable, disposable do they require regeneration? 2" Pleated with a charcoal insert pad throw away. Awaiting manufacturer specs.
5. HQ filters 20x25x2 we were told they are to be MERV 13, is that correct? Yes a total of 24) 20x25x2 and 24) 20x20x2.
6. EVAPCOOL: task & freq explains Change filter media annually for RP1 and bi-monthly for all other sites, can you further explain this further? RP-1 Evap. Coolers have pad media which get changed annually while Carbon Canyon and RP-4 have hard media which don't get changed under the contract.
7. Can you please provide any other question and answers that were submitted by the other bidders? No other questions have been formally submitted.

All else remains unchanged.

End of Addendum No. 1



	WASHABLE	13450 Jurupa Ave., Fontana 92337
T-1015900-02	24x24x2(2)	13450 Jurupa Ave., Fontana 92337
2808G30709	16X16X2(4)	13707 San Bernardino Ave., Fontana, CA 92335
2808G30707	16X16X2(4)	13707 San Bernardino Ave., Fontana, CA 92335
	WASHABLE	13707 San Bernardino Ave., Fontana, CA 92335
13022248-28-1A	WASHABLE	12951 Napa St. Rancho Cucamonga, CA
1011G20231	16X16X2(4)	1530 E. 6th Street, Ontario, CA
93710036 L	20X25X2(4)	7384 East Ave. Fontana, CA 92336
225N062277890	16x30x1	16043 El Prado RD. Chino, CA 91708
225N062277884	16x30x1	16043 El Prado RD. Chino, CA 91708
404KACA 10643	WASHABLE	Prado Regional Park



Item No.	Description	Functional Loc.	Object type	Model number	Manufacturer	ManufSerialNo.
1004092	A/C SPLIT UNIT - COMPUTER ROOM	IEUA-CCWR-BLDGS-OPER	HVAC_S	FDC260HA1	MITSUBISHI	NOT LEGIBLE
1004093	CHILLER WATER 20TON OPS BUILDING	IEUA-CCWR-BLDGS-OPER	CHILLER	AG217BS727-ER10	MCCQUAY	STNU100200089
1004091	A/C - COMPUTER ROOM CCWRF	IEUA-CCWR-BLDGS-OPER	HVAC_S	MKA-332	COMPUAIRE	MK90-003-2044
1004095	AIR HANDLER #3 - COMPUTER ROOM (OPS BLDG)	IEUA-CCWR-BLDGS-OPER	AIRHANDLR	MK312	COMPUAIRE	MK90-003-2044
1004093	AIR HANDLER #1 MAIN BUILDING -OPS BLDG	IEUA-CCWR-BLDGS-OPER	AIRHANDLR	01ML106EH	MCCQUAY	3VC00898-00
1004094	AIR HANDLER #2 -LAB (OPS BLDG)	IEUA-CCWR-BLDGS-OPER	AIRHANDLR	LM1106EH	MCCQUAY	VC00898-00
1009399	A/C UNIT - BLDG G	IEUA-CCWR-ELECT-MCC	HVAC_C	PH036-1A	JANITROL	9310024780
1009398	A/C2 - BLDG. F	IEUA-CCWR-BLDGS-IPS	HVAC_P	W24A1-COZXP4XXJ	BARD	316B102682615-02
1009763	A/C1 - BLDG. F	IEUA-CCWR-BLDGS-IPS	HVAC_P	W42A1-C09	BARD	320112825660-02
1009396	HEADWORKS A/C	IEUA-CCWR-BLDGS-HDWX	HVAC_P	PH30-1A	JANITROL	9306021866
1004111	A/C UNIT MAINTENANCE OFFICE CCWRF	IEUA-CCWR-BLDGS-MANT	HVAC_P	PHF024K000E	ARCOAIRE	HPFM24K000E
1004125	EVAPORATIVE COOLER #1	IEUA-CCWR-BLDGS-BLWR	EVAPCOOL	024PLNCWI	ENGINEERED COMFORT SYSTEMS	89K01755
1004126	EVAPORATIVE COOLER #2	IEUA-CCWR-BLDGS-BLWR	EVAPCOOL	024PLNCWI	ENGINEERED COMFORT SYSTEMS	89K01756
1004127	EVAPORATIVE COOLER #3	IEUA-CCWR-BLDGS-BLWR	EVAPCOOL	024PLNCWI	ENGINEERED COMFORT SYSTEMS	89K01757
1004128	EVAPORATIVE COOLER #4	IEUA-CCWR-BLDGS-BLWR	EVAPCOOL	024PLNCWI	ENGINEERED COMFORT SYSTEMS	89K01758
1008354	A/C PACKAGE CEMS SYSTEMS BLWR BLDG CCWRF	IEUA-CCWR-BLDGS-BLWR	HVAC_P	M52-1016-019	MCCLEAN	0045128-4
1016613	A/C UNIT - CC OUTFALL SHED	IEUA-CCWR-TERTI-DCHL	HVAC_W	BG-81J	HEAT CONTROLLER	
1009400	CC DCS CABINET	IEUA-CCWR-CNTRL	HVAC_C	PAC416788	MCCLEAN	05041097-4
1011639	A/C - CC MICROWAVE TOWER	IEUA-CCWR-CNTRL-SEQP	HVAC_C	IQ2400VXSH	ICE QUBE	1A842411-2
1016615	A/C UNIT - CC RECYCLED WATER NW	IEUA-RWTR-PMPST-CCWR	HVAC_P	THC036E4ROA1DA2	TRANE	134510104L
1016614	A/C SE CC RECYCLED WATER	IEUA-RWTR-PMPST-CCWR	HVAC_P	THC036E4ROA1DA2	TRANE	134510118L

Size/dimens.

WASHABLE
20X20X2(1)
16X20X2(4)
16X20X2(6)
16X16X1(1)
16x25x1(1)
16x30x1(1)
16X16X1(1)
16X16X1(1)
20X64X1(1) 24X64X1(1)
20X64X1(1) 24X64X1(1)
20X64X1(1) 24X64X1(1)
20X64X1(1) 24X64X1(1)
WASHABLE
WASHABLE
WASHABLE
20X30X2(2)
20X30X2(2)

Description	Functional Loc.	Object type	Model number	Manufacturer	ManufSerialNo.	Size/dimens.
1008331 A/C UNIT CARRIER - HQ-A PHOTO ROOM	IEUA-HQTR-BLDGA	HVAC_P	50HIQ-004-631	CARRIER	4206640287	16X25X2(4)
1008332 A/C UNIT CARRIER - HQ-A IT ROOM	IEUA-HQTR-BLDGA	HVAC_P	50HIQ-004-631	CARRIER	4206640538	16X20X2(4)
1008333 AIR HANDLER HQ-A TRANE	IEUA-HQTR-BLDGA	AIRHANDLR	TSCA066U0B	TRANE	K02176257A	20X25X2(12)20X20X2(12)
1009557 8 TON AC	IEUA-HQTR-BLDGA	HVAC_P	48TCD09A2AG-0A0A0	CARRIER	33310G20485	20X20X2(4)
1009558 8 TON AC	IEUA-HQTR-BLDGA	HVAC_P	48TCD09A2AG-0A0A0	CARRIER	3310G20484	20X20X2(4)
1015793 HQA - SOUTH ICE MAKER	IEUA-HQTR-BLDGA	ICE_MAKER	AM-508AE-AD	HOSHIZAKI	C10360F	4621-10 EVERPURE
1015801 HQA - NORTH ICE MAKER	IEUA-HQTR-BLDGA	ICE_MAKER	AM-508AE-AD	HOSHIZAKI	Q00378G	4621-10 EVERPURE
1015967 HQA - BREAK ROOM ICE MAKER	IEUA-HQTR-BLDGA	ICE_MAKER	KM320MAH	HOSHIZAKI	C14993G	4621-10 EVERPURE
1016287 HQA - EXECUTIVE ICE MAKER	IEUA-HQTR-BLDGA	ICE_MAKER	AM-508AE-AD	HOSHIZAKI	C19906D	4621-10 EVERPURE
1008334 AIR HANDLER HQ-B TRANE	IEUA-HQTR-BLDGB	AIRHANDLR	TSCA066U0B	TRANE	K02176104A	20X25X2(12)20X20X2(12)
1009559 A/C I.T. ROOM HQ-B	IEUA-HQTR-BLDGB	HVAC_P	50XP-24-311	CARRIER	4206640773	20x20x1
1009560 HQB DCS RM	IEUA-HQTR-BLDGB	HVAC_P	50TC-D14A2G6-0A0A0	CARRIER	1410G30722	20X20X2(4)
1009475 ICE MACHINE HQ-B	IEUA-HQTR-BLDGB	HVAC_P	50TC-D14A2G6-0A0A0	CARRIER	1410G30723	20X20X2(4)
1009476 ICE MACHINE HQ-B	IEUA-HQTR-BLDGB	ICE_MAKER	KM280MAH	HOSHIZAKI	Q05234G	4621-10 EVERPURE
1016150 ICE MAKER - HQB BREAK ROOM	IEUA-HQTR-BLDGB	ICE_MAKER	KM2508AF	HOSHIZAKI	NI13971E	4621-10 EVERPURE
1016619 A/C UNIT - HQ PARK SE	IEUA-PARK	HVAC_P	WA372A10XX4XXX	BARD	225N062277890-02	16x30x1
1016620 A/C UNIT - HQ PARK SW	IEUA-PARK	HVAC_P	WA372A10XX4XXX	BARD	225N062277884-02	16x30x1



Description	Functional Loc.	Object type	Model number	Manufacturer	Manuf/SerialNo	Size/dimens.
1008515	A/C WINDOW UNIT - GUARD SHACK WALNUT AVE	HVAC_W	WH361-A05	GENERAL ELECTRIC	125K930798127-02	WASHABLE
1008505	A/C #1 WALL MOUNT DCS TRAILER	HVAC_P	WH361-A05	BARO	125K93075298-02	16X30X1(1)
1008506	A/C #2 WALL MOUNT DCS TRAILER	HVAC_P	WH361-A05	BARO	125K93075298-02	16X30X1(1)
1016550	FAN COIL UNIT 1	HVAC_S	PLF1-P2ANBMU-ER2	mitsubishi electric	3401863C	WASHABLE
1016551	FAN COIL UNIT 2	HVAC_S	PLF1-P2ANBMU-ER2	mitsubishi electric	34018161C	WASHABLE
1016552	FAN COIL UNIT 3	HVAC_S	PLF1-P2ANBMU-ER2	mitsubishi electric	34018161C	WASHABLE
1016553	FAN COIL UNIT 4	HVAC_S	PLF1-P2ANBMU-ER2	mitsubishi electric	34018171C	WASHABLE
1016554	SPLIT SYSTEM HEAT PUMP 1	HVAC_S	PUMY-P4BNHMMU	mitsubishi electric	2ZU00456A	WASHABLE
1016555	SPLIT SYSTEM HEAT PUMP 2	HVAC_S	PUMY-P4BNHMMU	mitsubishi electric	2ZU00417A	WASHABLE
1008504	A/C CABINET - FMB PANEL TPLANT BASEMENT	HVAC_C	CR33-0216-G015	MCLEAN	CR230216-9938676-4	WASHABLE
1003147	A/C UNIT - TERTIARY PLANT	HVAC_P	PGC90195-4FA	GOODMAN	605711632	Z5K25X2(3)
1015837	A/C T-PLANT UPS ROOM	HVAC_S	AOU24C11	FUJITSU	GDN017586	WASHABLE
1016535	AC UNIT ROOFTOP 24	HVAC_P	48ESMA2404030	CARRIER	1613C01431	24x36x1
1016548	AC UNIT EAST	HVAC_P	50A4-035-D-62AEE	CARRIER	2613U25674	20x24x2(10)
1016549	AC UNIT WEST	HVAC_P	50A4-035-D-62AEE	CARRIER	2613U25675	20x24x2(10)
1007031	WEST A/C UNIT SOUTH ZONE PUMP STATION	HVAC_P	2M-50HJ-012-661	CARRIER	1807G11405	20x20x2(4)
1007032	EAST A/C UNIT SOUTH ZONE PUMP STATION	HVAC_P	2M-50HJ-012-661	CARRIER	1797G40865	20x20x2(4)
1015953	RP-1 PLANNER A/C NORTH	HVAC_P	w36h1-405v4xxx	BARO	309N133077018-02	16x25x1
1016084	RP-1 PLANNER A/C SOUTH	HVAC_P	w36h1-405v4xxx	BARO	309D14317991-02	16x25x1
1003038	A/C UNIT WAREHOUSE (NORTHEAST)	HVAC_P	PC060-1B	GOODMAN	9703142286	18x24x2(2)
1003039	A/C UNIT WAREHOUSE (NORTH CENTER)	HVAC_P	PC060-4	GOODMAN	307422625	18x18x1(1)
1003040	A/C UNIT WAREHOUSE (SOUTHWEST)	HVAC_P	PC060-4	GOODMAN	307422635	18x18x1(1)
1003482	A/C SPLIT UNIT WAREHOUSE	HVAC_S	PH13NAB3000A0AA	PAYNE	0310X72479	WASHABLE
1003077	A/C UNIT P.O. PUMP STATION (EAST MCC 3A)	HVAC_P	50TCA06A2A0A	CARRIER	5110G10252	16x25x2(2)
1003073	A/C UNIT MAINT BLDG OFFICE	HVAC_P	580AE048080	DAY AND NIGHT	NOT LEGIBLE	20x25x2(1)
1003024	A/C UNIT MAINT BLDG OFFICE	HVAC_P	580AE036060	DAY AND NIGHT	NOT LEGIBLE	24X26X2(1)
1003025	A/C UNIT MAINT BLDG INSTRUMENTATION SHOP	HVAC_P	580AN020400	DAY AND NIGHT	NOT LEGIBLE	20X25X2(1)
1003026	A/C UNIT MAINT BLDG SHOWER ROOM	HVAC_P	48T00209A2A6-0A0A0	CARRIER	2310G20548	16X20X2(4)
1003027	A/C UNIT MAINT BLDG ELEC OFFICE	HVAC_W	ACH082X80	WHIRPOOL		WASHABLE
1003028	A/C UNIT MAINT BLDG MECH OFFICE	HVAC_W		LG		WASHABLE
1003041	ICE MAKER - MAINTENANCE BLDG	ICE MAKER	KWL-250MAH	HOSHIZAKI	A10105M	4671-11
1008464	A/C UNIT #2 MAINT PMT LUNCHROOM	HVAC_W		COMFORTAIRE		WASHABLE
1008489	A/C UNIT MAINT ELEC BREAKROOM	HVAC_W	REG-743FA	COMFORTAIRE	6127AD00068	WASHABLE
1009490	A/C UNIT RP-1 AUTO SHOP OFFICE	HVAC_W	GWHID6507R	GOLDSTAR	612HALW81792	WASHABLE
1015807	A/C UNIT #1 MAINT PMT OFFICE	HVAC_S		FRIGIDAIRE		WASHABLE
1003030	COOLER #1 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003031	COOLER #2 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003032	COOLER #3 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003033	COOLER #4 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003034	COOLER #5 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003035	COOLER #6 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1003036	COOLER #7 - EVAPORATIVE-MAINT	EVAPCOOL		ARVIN AIR		
1008467	COOLER #8 - EVAPORATIVE CARPENTER SHOP	EVAPCOOL		ARVIN AIR		
1008465	40 TON CHILLER CARRIER OLD LAB	CHILLER	30RAN040-611-HX	CARRIER	4307Q03881	
1016536	AIR HANDLING UNIT 5 STAGES	AIRHANDLR	XTI-072X072	YORK	AGAMXT0243	20X20X2(9) MERV13
1008339	REFRIGERATED WALK-IN BOX #1 LAB	HVAC_S		HEAT CRAFT	TWE04727	
1014968	REFRIGERATED WALK-IN BOX #2 NORTH	HVAC_S	XJAM-0202-TFC-022	EMERSON	12FAA0052	
1009479	LAB REACH-IN - RP-1	HVAC_S	13-986-128R	FISHER SCIENTIFIC	309N001	WASHABLE
1009480	A/C - TELE.RM LAB COMPLEX	HVAC_S	AOU18CL	FUJITSU	DCM004344	WASHABLE
1011561	A/C UNIT BID LAB	HVAC_S	PH1042 A-AH7	LIEBERT	Y12JG16981	30X28X2(1)
1005484	AIR HANDLER UNIT LAB	AIRHANDLR		TRANE		20X24X2(3)24X24X2(3) MERV13
1008466	50 TON CHILLER TRANE NEW LAB	CHILLER	CGAEC504ADALFR	TRANE	J96B3115	
1015866	A/C - RP1 CONTROL TOWER	HVAC_C	IQ2400VXSH	ICE OJUBE	1A847211-2	WASHABLE
1007252	A/C UNIT WALL MOUNT UPS PUMP STATION	HVAC_P	APK120-C-WHD-X-G-X	SPECIFIC SYSTEMS	T-696100-01	20X24X2(1)24X24X2
1007253	A/C UNIT WALL MOUNT UPS PUMP STATION	HVAC_P	APK120-C-WHD-X-G-X	SPECIFIC SYSTEMS	T-696100-02	20X24X2(1)24X24X2
1016622	A/C UNIT - BLOWER BUILDING	HVAC_P	50TCD09A2A6A0	CARRIER	1513G10089	16"20"2(4)
1008508	A/C SPLIT SYSTEM - PRB OFFICE COGEN RP1	HVAC_S	A0418CC	FUJITSU	DCN015606	WASHABLE
1009535	20 TON CARRIER A/C UNIT	HVAC_P	0542-02-DD-LEG11HH	CARRIER	5090003464	20X24X2(10)
101E1B7	AC UNIT - RP1 CONTROL HUB PANEL	HVAC_C	GZ80416G050	MCLEAN	14018482-29-A	WASHABLE
1015974	NORTH A/C UNIT - MCC BLDG #N	HVAC_P	AVP24HPA04N-1000	MARVAIR	CR-F000100610-000-00	16X25X1
1008510	WALL MOUNT A/C #1 ON MCC FEB BLDG	HVAC_P	WA451-809BP-XXU	BARO	270C072323804-01	20x30x2
1008511	WALL MOUNT A/C #2 ON MCC FEB BLDG	HVAC_P	WA451-809BP-XXU	BARO	270C072323803-01	20x30x2
1008498	A/C CABINET - RAS PUMP #1 VFD	HVAC_C	CR43 0826 047	MCLEAN	07081589-4	WASHABLE
1008499	A/C - CABINET RAS PUMP #3 VFD	HVAC_C	CR43 0826 047	MCLEAN	07081585-4	WASHABLE
1008500	A/C - CABINET RAS PUMP #6 VFD	HVAC_C	CR43 0826 047	MCLEAN	07081586-4	WASHABLE
1008501	A/C CABINET - RAS PUMP #4 VFD	HVAC_C	CR43 0826 047	MCLEAN	07081584-4	WASHABLE



1008502	A/C CABINET - RAS PUMP #9 VFD	IEUA-RP01-SECON-CLAR	HVAC_C	CR43 0B26 047	MCLEAN	07081588-4	WASHABLE
1008503	A/C CABINET - RAS PUMP #7 VFD	IEUA-RP01-SECON-CLAR	HVAC_C	CR43 0B26 047	MCLEAN	07081587-4	WASHABLE
10116191	AC UNIT OIL STORAGE UNIT RP-1	IEUA-RP01-BLDGS-OSU	HVAC_W	SH20M30A-A	FRIEDRICH	ACGZ00146	WASHABLE
1010706	RP-1 CENTRIFUGE MCC A/C1	IEUA-RP01-BLDGS-XXXV	HVAC_P	RS072LOAA4BAAA	INTERNATIONAL COMFOR	G111040209	16x16x2(4)
1010707	RP-1 CENTRIFUGE MCC A/C2	IEUA-RP01-BLDGS-XXXV	HVAC_P	RS072LOAA4BAAA	INTERNATIONAL COMFOR	G111040207	16x16x2(4)
1010708	RP-1 CENTRIFUGE MCC A/C3	IEUA-RP01-BLDGS-XXXV	HVAC_P	RS072LOAA4BAAA	INTERNATIONAL COMFOR	G111040208	16x16x2(4)
1010709	RP-1 CENTRIFUGE MCC A/C4	IEUA-RP01-BLDGS-XXXV	HVAC_P	RS072LOAA4BAAA	INTERNATIONAL COMFOR	G111040210	16x16x2(4)
1010710	RP-1 CENTRIFUGE CONTROL RM A/C	IEUA-RP01-BLDGS-XXXV	HVAC_S	38QR036-361	CARRIER	1809X90872	WASHABLE
1010711	RP-1 CENTRIFUGE OBSERVATION RM A/C 1	IEUA-RP01-BLDGS-XXXV	HVAC_S	38QR036-3	CARRIER	1809X90870	WASHABLE
1010712	RP-1 CENTRIFUGE OBSERVATION RM A/C2	IEUA-RP01-BLDGS-XXXV	HVAC_S	38QR036-3	CARRIER	1809X90873	WASHABLE
1015970	AC UNIT /1 CENTRIFUGE CONTROL PANEL	IEUA-RP01-BLDGS-XXXV	HVAC_C	CR230216G015	MCLEAN	10040379-39	WASHABLE
1015971	AC UNIT /2 CENTRIFUGE CONTROL PANEL	IEUA-RP01-BLDGS-XXXV	HVAC_C	CR230216G015	MCLEAN	10040374-39	WASHABLE
1015972	AC UNIT /3 CENTRIFUGE CONTROL PANEL	IEUA-RP01-BLDGS-XXXV	HVAC_C	CR230216G015	MCLEAN	10040050-39	WASHABLE
1015973	AC UNIT /4 CENTRIFUGE CONTROL PANEL	IEUA-RP01-BLDGS-XXXV	HVAC_C	CR230216G015	MCLEAN	10040375-39	WASHABLE

1008507	A/C WINDOW - DCS PLANT 2 STORAGE ROOM	IEUA-RP01-BLDGS-XXXU	HVAC_W	KL-4JH	SOLEUSAIR	63229501873	
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Description	Functional Loc.	Object type	Model number	Manufacturer	ManufSerialNo.	Size/dimens.
1008808	A/C UNIT (EAST) STATION #2 (NORTH)	HVAC_P	IQ1800VS	ICEQUBE	NOT LEGIBLE	WASHABLE
1008809	A/C UNIT (WEST) STATION #1 (SOUTH)	HVAC_P	IQ1800VS	ICEQUBE	NOT LEGIBLE	WASHABLE
1015826	A/C SARI CONTROL	HVAC_W	W24AA0ZP4X3J	BARD	L122949518	16X25X2(2)
1001282	A/C UNIT #1 - MAINTENANCE LUNCH ROOM	HVAC_W	NOT LEGIBLE	LG	NOT LEGIBLE	WASHABLE
1016111	A/C UNIT MECHANIC LOCKER ROOM (3311624)	HVAC_W	KC-35HA	SOLEUS AIR	2201500210	WASHABLE
1001278	A/C UNIT #1 (OPERATIONS BUILDING)	HVAC_P	PHF060L000E	HEIL	MPPFM60L000E	14X25X1(2)
1001318	AIR SUPPLY UNIT - DEWATERING BUILDING	HVAC_P	WCC060F400BG	TRANE CO	3205L6P2H	20X25X2(1)
1008351	A/C #1 RP2 DEWATERING BUILDING PLC CAB	HVAC_C	PAC216T86	HOFFMAN	03010707-2	WASHABLE
1008352	A/C #2 RP2 DEWATERING BUILDING PLC CAB	HVAC_C	PAC216T86	MCLEAN	04017665-2	WASHABLE
1008353	A/C #3 RP2 DEWATERING BUILDING PLC CAB	HVAC_C	CR23-0216-G015H	HOFFMAN	04025812-3	WASHABLE
1001295	A/C -SOLIDS MCC ROOM	HVAC_P	50TC-A06A2A6A0	CARRIER	3010G50570	16X25X2(2)
1009491	RP-2 METHANE GAS CHILLER	CHILLER	SQ2A0804	THERMAL CARE	3808010409	
1008349	A/C #1 RP2 LIFT STATION	HVAC_P	AVP24HPA04N	MARVAIR	CRF000100610-000-	16X25X1
1008350	A/C #2 RP2 LIFT STATION	HVAC_P	AVP24HPA04N	MARVAIR	CRF000100610-000-	16X25X1
1016612	A/C UNIT - WASTE GAS BURNER	HVAC_C	IQ1300MM-R	ICEQUBE	1MR75113-3	WASHABLE



Description	Functional Loc.	Object type	Model number	Manufacturer	ManuSerialNo.	Size/dimens.
1015867	IEUA-RP04-CNTRL-NETW	HVAC_C	IQ2400VXSH	ICE QUBE	1A842311-2	WASHABLE
1000968	IEUA-RP04-BLDGS-OPER	HVAC_S	E1FD060525A	YORK	EFEM164363	16X20X2(1)20X20X2(1) CHARCOAL
1000969	IEUA-RP04-BLDGS-OPER	HVAC_S	E1FD024S06A	YORK	2596863862	16X25X2(1)
1000970	IEUA-RP04-BLDGS-OPER	HVAC_S	AQU36CLX	FUJITSU	EBN 002198	WASHABLE
1016286	IEUA-RP04-BLDGS-OPER	HVAC_W	25HCD336A500	CARRIER	1613E12863	16X20X1 CHARCOAL
1013102	IEUA-RP04-BLDGS	HVAC_W	PH13NA036000ABAA	BRYANT	1911X61056	WASHABLE
1016346	IEUA-RP04-BLDGS-OPER	HVAC_W	AQU36RLX	FUJITSU	002712	WASHABLE
1009387	IEUA-RP04-ELECT-MCC	HVAC_C	PAC416T88	HOFFMAN	04010757-1	WASHABLE
1009389	IEUA-RP04-ELECT-MCC	HVAC_P	W36A1-B09XX4XXX	BAR	310D102698511-02	16X30X1
1008149	IEUA-RP04-BLDGS	HVAC_P	WAG602-B09XWXXXU	BAR	1548062155911-02	20X30X1
1009562	IEUA-RP04-BLDGS	HVAC_P	WAG602-B09XWXXXU	BAR	154D0602172105-02	20X30X1
1009388	IEUA-RP04-ELECT-MCC	HVAC_C	PAC416T88	HOFFMAN	04010752-1	WASHABLE
1009390	IEUA-RP04-ELECT-MCC	HVAC_P	W36A1-B09XX4XXX	BAR	310D102698509-02	16X30X1
1008150	IEUA-RP04-BLDGS	HVAC_P	WAG602-B09XWXXXU	BAR	1548062155913-02	20X30X1
1009563	IEUA-RP04-BLDGS	HVAC_P	WAG602-B09XWXXXU	BAR	154C062160523-02	20X30X1
1000988	IEUA-RP04-BLDGS-BLWR	EVAPCOOL	C648-FE-1	ENERGY LABS	0604-2834-2	WASHABLE
1000989	IEUA-RP04-BLDGS-BLWR	EVAPCOOL	C5868-FE-1	ENERGY LABS	0403-2552-1	WASHABLE
1000987	IEUA-RP04-BLDGS-BLWR	AIRHANDLR	LA120C00A6AAA1A	TECHNICAL SYSTEMS	NFNM082035	20X20X1(6)
1000990	IEUA-RP04-BLDGS-BLWR	HVAC_S	20A0LS8-A	TECHNICAL SYSTEMS	06-04-074162-001-001	
1009386	IEUA-RP04-BLDGS-BLWR	HVAC_C	PAC416T88	HOFFMAN	06003688-1	WASHABLE
1000978	IEUA-RP04-BLDGS-MANT	HVAC_S	CPL E36-1A	GOODMAN	0407546845	16X20X1
1015875	IEUA-RP04-BLDGS-MANT	HVAC_P	W24H1-A04UP4XXX	Bar	314M1133063855-02	16X25X1
1009484	IEUA-RP04-BLDGS-MANT	HVAC_C	PAC416T88	HOFFMAN	04010756-1	WASHABLE
1015802	IEUA-RP04-BLDGS-MANT	ICE_MARKER	KML 631MAH	Hozishaki	C14060G	4621-10
1008460	IEUA-RWTR-PMPST-RP04	HVAC_P	TTA1508400FA	TRANE	8184005AD	20X30X1(4)
1008461	IEUA-RWTR-PMPST-RP04	HVAC_P	YCD150D4L08B	TRANE	829100179D	20X20X1(2) 20X25X2(4)
						20X24X2(1)
1016616	IEUA-RP04-BLDGS-RECY	HVAC_P	APK90-WHDX-G-X-10-EB	SPECIFIC SYSTEMS	647700-03	24X24X2(1)
						20X24X2(1)
1016617	IEUA-RP04-BLDGS-RECY	HVAC_P	APK90-CWHD-XG-X-10	SPECIFIC SYSTEMS	647700-02	24X24X2(1)
						20X24X2(1)
1016618	IEUA-RP04-BLDGS-RECY	HVAC_P	APK90-C-WHD-X-G-X-1C	SPECIFIC SYSTEMS	647700-02	24X24X2(1)
1016621	IEUA-GWRS-PMPST-JURP	HVAC_P	APK120-C-WHD-XG-X-10	SPECIFIC SYSTEMS	T-1015900-02	24x24x2(2)
1008406	IEUA-COLL-LFDIV-LSSB	HVAC_P	50HIQ006---621--	Carrier	2808G30709	16X16X2(4)
1008407	IEUA-COLL-LFDIV-LSSB	HVAC_P	50HIQ006---621--	Carrier	2808G30707	16X16X2(4)
1010435	IEUA-COLL-LFDIV-LSSB	HVAC_C		Hoffman		WASHABLE
1015799	IEUA-RWTR-RMYSY-RLNT	HVAC_C	CR290416G002	MCLEAN	13022248-28-1A	WASHABLE
1009485	IEUA-GWRS-PMPST-JURP	HVAC_C	3378.14	RIITAL		WASHABLE
1013255	IEUA-RWTR-PMPST-1630-WEST	HVAC_P	50TCA06A2A6A0A0A0	CARRIER	1011G20231	16X16X2(4)
1009428	IEUA-RWTR-PMPST-1630-EAST	HVAC_S	TSC060ED	Trane	93710036 L	20X25X2(4)

	Description	Functional Loc.	Object type	Model number	Manufacturer	ManufSerialNo.	Size/dimens.
1008344	A/C #1 - PACKAGE - POWER CENTER 1 RP5	IEUA-RP05-BLDGS-PCC1	HVAC_P	WA372-C09XX4XXX	BAR	217F031815190-02	16X30X1
1008345	A/C #2 - PACKAGE POWER CENTER 1 RP5	IEUA-RP05-BLDGS-PCC1	HVAC_P	WA372-C09XX4XXX	BAR	217J031826571-02	16X30X1
1009516	A/C #3 - PACKAGE POWER CENTER 1 RP5	IEUA-RP05-BLDGS-PCC1	HVAC_P	WA602C002XP4XXJ	BAR	155D072337295-02	20X30X2
1008346	A/C #1 PACKAGE - BLOWER BUILDING RP5	IEUA-RP05-BLDGS-BLWR	HVAC_P	50HJQ008-611	CARRIER	0802G40336	16X20X2(4)
1015823	AIR DRYER REFRIGERATED - BLOWER BUILDING	IEUA-RP05-BLDGS-BLWR	DRYER	TF210EA4N-Z	KAESER	1000002872200	
1011624	A/C MICROWAVE TOWER - RP5	IEUA-RP05-SECON	HVAC_C	IQ2400VXSH	Ice Qube Inc.	JA842511-2	WASHABLE
1008341	A/C #1 PACKAGE - POWER CENTER 3 RP5	IEUA-RP05-BLDGS-PCC3	HVAC_P	WA372-C09XX4XXX	BAR	217A031784932-02	16X30X1
1008342	A/C #2 PACKAGE - POWER CENTER 3 RP5	IEUA-RP05-BLDGS-PCC3	HVAC_P	WA361-806XX4XXX	BAR	133H011643977-02	16X30X1
1008343	A/C #3 PACKAGE - POWER CENTER 3 RP5	IEUA-RP05-BLDGS-PCC3	HVAC_P	WA372-C09XX4XXX	BAR	217A031784933-02	16X30X1
1015827	A/C UNIT 2-CHLOR BUILDING	IEUA-RP05-BLDGS-ZCHL	HVAC_P	W24A2-A02XP4X3J	BAR	314N133073548-02	16X25X1
1016189	AC UNIT OIL STORAGE UNIT RP-5	IEUA-RP05-BLDGS-OSU	HVAC_W	SH20M30A-A	FRIEDRICH	ACGZ00156	WASHABLE
1008328	PROAIR CABINET A/C SMALL RP5 REEP	IEUA-RP05-BLDGS-REEP	HVAC_C	CP23-0216-G015H	MCLEAN	06034376-3	WASHABLE
1009517	AIR HANDLER #1 - ELECTRIC RM REEP	IEUA-RP05-BLDGS-REEP	HVAC_P	40RMS012	CARRIER	5006U32051	16X24X2(4)
1009518	AIR HANDLER #2 - ELECTRIC RM REEP	IEUA-RP05-BLDGS-REEP	HVAC_P	40RMS012	CARRIER	5006U32052	16X24X2(4)
1003279	A/C UNIT - PRADO DECHLOR	IEUA-PDCL-BLDGS	HVAC_W	HBGL 1203 R	HAMPTON BAY	404KACA 10643	WASHABLE



## HVAC

Group Task List	Frequency	Activity Description
AC_PACK (Task Type - HVAC_P)	Bi-Monthly	<p>Check proper cooling operation.</p> <p>Check temperature difference between supply and return.</p> <p>Clean condenser and evaporator coils and align bent coil fins</p> <p>Check for oil and refrigerant leaks.</p> <p>Replace filters</p> <p>Check belts and replace as required (Agency supplied), align worn sheaves tighten set screws as needed.</p> <p>Tighten electrical connections, clean electrical control panel.</p> <p>Check for unusual compressor and fan noise.</p> <p>Lubricate bearings tighten set screws.</p> <p>Clean condensate line.</p> <p>Check contactors for wear.</p> <p>Check proper operation of furnace and reversing valve if equi</p> <p>Check for gas leaks and proper flame.</p> <p>Check economizer for proper operation</p> <p>Notify IEUA Contact of any abnormalities in equipment operat</p>
AC_WNDOW (Task Type - HVAC_W)	Bi-Monthly	<p>Check proper cooling operation.</p> <p>Check temperature difference between supply and return.</p> <p>Clean condenser and evaporator coils and align bent coil fins.</p> <p>Clean washable filter.</p> <p>Check for oil and refrigerant leaks.</p> <p>Notify IEUA Contact of any abnormalities in equipment operat</p>

AIRHANDLER  
(Task Type - AIRHANDLER)

Bi-Monthly

Check belts and replace as required (Agency supplied), align worn sheaves tighten set screws as needed.  
Replace filters.  
Check unusual fan noise.  
Clean condensate line  
Check for water leaks.  
Check economizer for proper operation  
Notify IEUA Contact of any abnormalities in equipment operation

EVAPCOOL  
(Task Type - EVAPCOOL)

Bi-Monthly

Check belts and replace as required (Agency supplied), align worn sheaves tighten set screws as needed.  
Check for proper pump operation.  
Change filters  
Change filter media annually (RP1 site only)  
Check and adjust float assembly.  
Clean sump annually  
Notify IEUA Contact of any abnormalities in equipment operation

CABINET A/C  
(Task Type - HVAC\_C)

Bi-Monthly

Check proper cooling operation.  
Check temperature difference between supply and return.  
Clean filters  
Clean unit with compressed air.  
Check for oil and refrigerant leaks.  
Notify IEUA Contact of any abnormalities in equipment operation

HVAC SPLIT  
(Task Type - HVAC\_S)

Bi-Monthly

Check proper cooling operation.  
Check temperature difference between supply and return.  
Clean condenser and evaporator coils and align bent coil fin.

Check for oil and refrigerant leaks.  
 Replace filters.  
 Check belts and replace as required (Agency supplied), align worn sheaves tighten set screws as needed.  
 Tighten electrical connections, clean electrical control panel.  
 Check for unusual compressor and fan noise.  
 Lubricate bearings tighten set screws.  
 Clean condensate line.  
 Check contactors for wear.  
 Check proper operation of furnace or reversing valve if equip  
 Check for gas leaks and proper flame.  
 Notify IEUA Contact of any abnormalities in equipment operat

REFRIG (Task Type - REFRIG_WIN) (Task Type - REFRIG_RIN)	Bi-Monthly	Check proper cooling operation. Check evaporator temperature. Clean condenser, evaporator coils & align bent coil fins. Check for oil and refrigerant leaks Tighten electrical connections, clean electrical control panel. Check for unusual compressor and fan noise. Clean condensate line. Check contactors for wear. Check defrost operation.
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ICE_MCHN (Task Type - ICE_MAKER)	Bi-Monthly	Check for proper operation. Replace water filter <b>Semi-Annually</b> Empty and clean bin Clean evaporator and water sump with ice machine cleaner. Clean air filters. Check for oil and refrigerant leaks.
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Notify IEUA Contact of any abnormalities in equipment opera

<b>LQDCHILL</b> (Task Type - CHILLER)	Bi-Monthly	Check proper cooling operation. Check Supply and Return water pressure and temperatures. Clean water strainer. Tighten electrical connections, clean electrical control panel. Check for unusual compressor and fan noise. Clean condenser coil and align bent coils. Check proper operation of all safeties Check contactor contacts for wear. Check for oil and refrigerant leaks. Notify IEUA Contact of any abnormalities in equipment opera
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<b>DRYER</b> (Task Type - DRYER)	Bi-Monthly	Check proper cooling operation. Check temperature difference between supply and return. Clean filters Clean unit with compressed air. Check for oil and refrigerant leaks. Notify IEUA Contact of any abnormalities in equipment opera
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RP-1		Task Type	Quantity
AIRHANDLER			2
CHILLER			2
EVAPCOOL			8
HVAC_C			13
HVAC_P			29
HVAC_S			18
HVAC_W			7
ICE MAKER			1
RP1 FILTERS		SIZE	Quantity
		16X30X1	2
		25X25X2	3
		24X36X1	1
		20X24X2	32
		20X20X2	8
		16X25X1	3
		18X24X2	2
		18X18X1	2
		16X25X2	2
		20X25X2	2
		24X26X2	1
		16X20X2	8
		20X20X2 - Merv13	9
		20X24X2 - Merv13	3
		24X24X2 - Merv13	3
		30X28X2	1
		24X24X2	2
		20X30X2	2
		16X16X2	16
		WASHABLE	30
		4621-10 Ever Pure	1

RP-2		Task Type	Quantity
CHILLER			1
HVAC_C			4
HVAC_P			7
HVAC_W			3
RP2 FILTERS		SIZE	Quantity
		16x25x2	4
		14x25x1	2
		20x25x2	1
		16x25x1	2
		washable	8

CCWRF		Task Type	Quantity
AIRHANDLER			3
CHILLER			1
EVAPCOOL			4
HVAC_C			3
HVAC_P			7
HVAC_S			2
HVAC_W			1
CCWRF FILTERS		SIZE	Quantity
		20x20x2	1
		16x20x2	10
		16x16x1	3
		16x25x1	1
		16x30x1	1
		20x64x1	4
		24x64x1	4
		WASHABLE	5

RP-4		Task Type	Quantity
AIRHANDLER			3
EVAPCOOL			1
HVAC_C			4
HVAC_P			3
HVAC_S			7
HVAC_W			2
ICE MAKER			1
RP-4 FILTERS		SIZE	Quantity
		16x20x2 - Charcoal	1
		20x20x2 - Charcoal	10
		16x20x1 - Charcoal	3
		16X25X2	1
		16X30X1	1
		20X30X1	4
		20X20X1	4
		16x20x1 - Charcoal	1
		16X25X1	1
		20X25X2	1
		20X24X2	1
		24X24X2	1
		16X16X2	1
		WASHABLE	1
		4621-10 Everpure (ice)	1


Quantity
1
2
8
16
6
3
1
Quantity
1
1
1
1
2
8
8
1
1
8
3
5
12
13
1

RP-5	
Task Type	Quantity
DRYER	1
HVAC_C	2
HVAC_P	10
HVAC_W	2
RP-5 FILTERS	
SIZE	Quantity
16x30x1	5
20x30x2	1
16x20x2	4
16x25x1	1
16x24x2	8
WASHABLE	4

HQ	
Task Type	Quantity
AIRHANDLER	2
HVAC_P	9
ICE_MAKER	7
HQ FILTERS	
SIZE	Quantity
16x25x2	4
16x20x2	4
20x25x2	24
20x20x2	40
20x20x1	1
16x30x1	2
4621-10 Everpure (ice)	7

**ACTION  
ITEM**

**2A**

Date: April 15, 2015  
To: The Honorable Board of Directors  
From:  P. Joseph Grindstaff  
General Manager  
Subject: California Special Districts Association Call for Nominations for Seat A,  
Region 6

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### **RECOMMENDATION**

It is recommended that the Board of Directors select a nominee to serve as Director on the CSDA Board for Seat A, Region 6.

### **BACKGROUND**

The Agency received a letter (attached) calling for nominations for Seat A of the CSDA Board of Directors. A nominee could be a Board member of the Independent Special District or their General Manager, who is committed to serve on the CSDA Board for the 2016/18 term.

A Board member is expected to attend all Board meetings held every other month, usually on the second Friday of the month, in Sacramento. Besides serving on the Board, each Board member is expected to participate on at least one committee, which usually meets 3 to 4 times a year in Sacramento.

The leadership of CSDA is selected from its six geographical regions. Each of the six regions have three (3) seats on the Board with staggered three-year terms. Nominees must be affiliated with an independent special district that is a CSDA regular member located within the geographic region they seek to represent. The Agency is in the Region 5 area (see attached Region Map). Seat A in Region 6 is currently held by Ms. Jo MacKenzie, Vista Irrigation District, and she is running for re-election. Ms. MacKenzie's list of qualifications is attached. To date, no other requests for nomination have been received.

The deadline to submit a nomination is May 22, 2015

### **PRIOR BOARD ACTION**

None.

### **IMPACT ON BUDGET**

None.





**California Special  
Districts Association**

*Districts Stronger Together*

**DATE:** February 20, 2015

**TO:** CSDA Voting Member Presidents and General Managers

**FROM:** CSDA Elections and Bylaws Committee

**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS  
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2016 - 2018 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA regular member located within the geographic network that they seek to represent. (See attached Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

**Commitment and Expectations:**

- Attend all Board meetings, held every other month at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.  
*(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).*
- Attend CSDA's two annual events: Special District Legislative Days (held in the spring) and the CSDA Annual Conference (held in the fall).
- **Complete all four modules of CSDA's Special District Leadership Academy within 2 years.**  
*(CSDA does not reimburse for expenses for the two conferences or the Academy classes even if a Board or committee meeting is held in conjunction with the events).*

**Nomination Procedures:** Any Regular Member is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is May 22, 2015.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 5<sup>th</sup>. The ballots must be received by CSDA no later than 5:00 p.m. August 7, 2015 and must be the original ballot (no faxes or e-mails). The successful candidates will be notified no later than August 10<sup>th</sup>. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in September.

### **Expiring Terms**

(See enclosed map for regional breakdown)

<b>Northern Network</b>	Seat A John Woolley, Manila Community Services District
<b>Sierra Network</b>	Seat A Noelle Mattock, El Dorado Hills Community Services District*
<b>Bay Area Network</b>	Seat A <i>Currently vacant</i>
<b>Central Network</b>	Seat A Joel Bauer, West Side Cemetery District*
<b>Coastal Network</b>	Seat A Elaine Freeman, Rancho Simi Recreation & Park District
<b>Southern Network</b>	Seat A Jo MacKenzie, Vista Irrigation District*

(\* = Incumbent is running for re-election)

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or [charlottel@cda.net](mailto:charlottel@cda.net).



**California Special  
Districts Association**  
*Districts Stronger Together*

## BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: \_\_\_\_\_

District: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Network: Southern \_\_\_\_\_ (see map on back)

Telephone: \_\_\_\_\_  
(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Nominated by (optional): \_\_\_\_\_

Return this form and a Board resolution/minute action supporting the candidate  
and Candidate Information Sheet by fax or mail to:

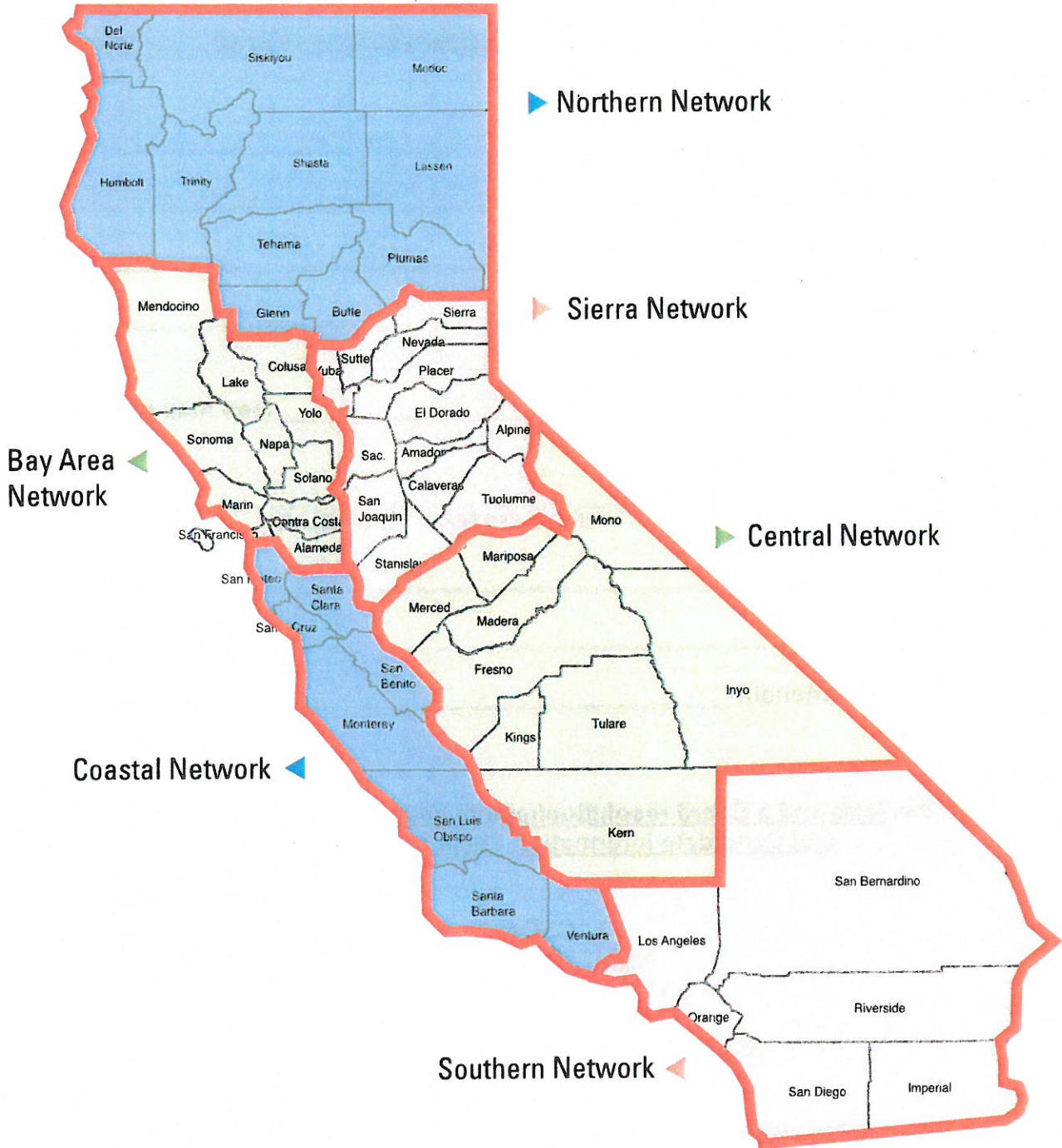
CSDA  
Attn: Charlotte Lowe  
1112 I Street, Suite 200  
Sacramento, CA 95814  
(877) 924-2732 (916) 442-7889 fax

***DEADLINE FOR RECEIVING NOMINATIONS – May 22, 2015***



California Special Districts Association

# DISTRICT NETWORKS







1391 Engineer Street • Vista, California 92081-8840  
Phone (760) 597-3100 • Fax: (760) 598-8757  
www.vid-h2o.org

March 13, 2015

Board of Directors  
El Toro Water District  
24251 Los Alisos Blvd.  
Lake Forest, CA 92630

Re: Nomination of Jo MacKenzie to the CSDA Board of Directors

Dear Board of Directors:

The Vista Irrigation District (VID) Board of Directors has nominated VID Board President Jo MacKenzie to continue to represent the Southern Network (Region 6) on the CSDA Board of Directors. Jo has served on the CSDA Board of Directors since 2003. She served as CSDA Board President in 2011, Vice President in 2010, and Treasurer in 2009 and 2008. A member of the Legislative Committee since 2004, Jo served as Chair of the Legislative Committee from 2006-2010, as well as in 2012. In 2010, CSDA named Jo MacKenzie the Legislative Advocate of the Year! Jo currently serves as President of the CSDA Finance Corporation, and she also serves on the CSDA Member Services Committees and on the Board of Directors of the CSDA San Diego Chapter.

As our Southern Network (Region 6) Director, Jo MacKenzie will continue to bring years of experience in local government and a strong understanding of special districts. I urge your Board to concur in our Board's nomination of Jo MacKenzie for the CSDA Board of Directors, Southern Network (Region 6), Seat A. All concurring nominations may be sent to the attention of Lisa Soto at Vista Irrigation District, 1391 Engineer Street, Vista, CA 92081. If you have any questions, please contact Lisa Soto at (760) 597-3158.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Roy A. Coox", is written over a light blue horizontal line.

Roy A. Coox  
General Manager

**Board of Directors**

Jo MacKenzie, *President*  
Paul E. Dorey  
Marty Miller  
Randy L. Reznicek  
Richard L. Vásquez

**Administrative Staff**

Roy A. Coox  
*General Manager*  
Eldon L. Boone  
*Assistant General Manager / Treasurer*  
Lisa R. Soto  
*Board Secretary*  
Joel D. Kuperberg  
*General Counsel*



# JO MACKENZIE

## PROVEN EXPERIENCE LEADING SPECIAL DISTRICTS

- **DEDICATED**
  - **FISCALLY RESPONSIBLE**
  - **COMMITTED TO SPECIAL DISTRICTS**

It would be an honor to continue serving special districts on the CSDA Board of Directors. I am committed to building on the present foundation of CSDA's educational programs and legislative and public outreach, so that CSDA continues to be recognized as the voice of all special districts. My enthusiasm, commitment, and comprehensive knowledge of special districts and LAFCO, along with my years of experience, will help me to serve as a member of the CSDA Board representing the Southern Network (Region 6).

### CSDA EXPERIENCE:

- ❖ President 2011
- ❖ Vice President, 2010
- ❖ Treasurer, 2008 and 2009
- ❖ CSDA Finance Corporation, 2007-2012, President 2012, 2013 and 2015
- ❖ Fiscal Committee Chair, 2008 and 2009
- ❖ Audit Committee Chair, 2008
- ❖ Legislative Committee, 2004-2015; Chair, 2006-2010 and 2012
- ❖ Membership Committee Member, 2011 to present

### DISTRICT EXPERIENCE:

- ❖ Elected in 1992, Board of Directors, Vista Irrigation District (CSDA District of Distinction)
- ❖ Served on and chaired District Committees
- ❖ One of the principal negotiators for the San Luis Rey Water Rights Settlement Agreement between VID, five Indian Bands, the City of Escondido, and the Federal Government

### OTHER LEADERSHIP POSITIONS:

- ❖ ACWA Board of Directors, 2014-2015
- ❖ ACWA Local Government Committee, 2012 to present; Chair 2014-2015
- ❖ ACWA Region 10 Board, Vice Chair, Alternate Chair, Director, 1997-2010
- ❖ San Diego LAFCO, Regular Special Districts Member, 2015
- ❖ San Diego LAFCO, Alternate LAFCO Commissioner, 2008 to 2014
- ❖ San Diego LAFCO Special District Advisory Committee, 1994-2008, Chair 2005-2008
- ❖ CSDA San Diego Chapter, Board Member 1993 to present, President 1998-2000
- ❖ Special District Leadership Foundation Board of Directors, Treasurer 2014 and 2015

### COMMUNITY INVOLVEMENT:

- ❖ San Marcos Planning Commissioner, 1979-1986
- ❖ San Marcos Traffic Commission, 1999-2004
- ❖ San Marcos Budget Review Committee, 1980-1982 and 1995-2006, Chair 1996-2006
- ❖ San Marcos Chamber of Commerce, Lifetime Ambassador

### RECOGNITIONS:


- ❖ Special District Official of the Year by PublicCeo, 2011
- ❖ CSDA Legislative Advocate of the Year, 2010
- ❖ Graduate CSDA Leadership Academy
- ❖ Graduate Leadership 2000, Cal State San Marcos


**ACTION  
ITEM**


**2B**

Date: April 15, 2015

To: The Honorable Board of Directors

From:  P. Joseph Grindstaff  
General Manager

Submitted by:  Chris Berch  
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee   
Manager of Planning and Environmental Compliance

Subject: Residential Turf Removal Programs

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### **RECOMMENDATION**

It is recommended that the Board of Directors approve an inter-fund loan transfer from the Administrative Services (GG) fund to the Water Resources (WW) fund in the amount of \$102,000.

### **BACKGROUND**

On July 16, 2014, the Board of Directors (Board) approved a \$400,000 contract with the Brickman Group to implement the Residential Landscape Transformation Program (RLTP) which offers residential participants a turnkey approach to turf removal. In addition, staff communicated to the Board that the Agency anticipated receiving an offset of 75% of the project costs through Metropolitan Water District's (MWD) Conservation Credits Program which provides a \$2 per square foot turf reimbursement for member agency locally implemented programs.

The RLTP program has been overwhelmingly popular with residents as it offers a "model" that provides homeowners with support and assurance that removing their lawn will result in an aesthetically pleasing landscape while serving as an example for their community. However, public demand for residential turf removal options has far outweighed the Agency's and its members' ability to accommodate all incoming requests through the RLTP.

To date, there have been 116 residential sites transformed representing approximately 106,000 square feet of turf removed. There are approximately 51 sites in process to be completed representing 51,000 square feet of additional turf to be removed through the end of the fiscal year. Average water savings per square foot for residential landscapes is 49 gallons per square foot per year and 494 gallons per square foot over 10 years (MWD Turf Study: 2-20-14).



With California in its fourth year of record drought and the call for extraordinary water conservation measures to be implemented in response to the Governor's Executive Order (April 1, 2015), staff is working with member agencies to transition from the locally implemented RLTP into MWD's regional residential turf rebate program ([www.socalwater.com](http://www.socalwater.com)) to meet demand. In response to the Governor's call to action, member agencies have requested that the Agency immediately move to an MWD sponsored rebate program due to overwhelming demand from their customers.

As part of MWD's Policy Principles, MWD member agencies are ineligible to receive reimbursements for locally administered conservation programs while concurrently participating in an MWD sponsored rebate program such as turf removal. By shifting to an MWD sponsored rebate program, the project cost reimbursements of 75%, as initially communicated to the Board, will be decreased to 50%, representing a loss of 25% in project cost reimbursements. This reduction amounts to a decrease of approximately \$102,000 in MWD rebate reimbursements for the remaining 51 sites. The adopted FY 2014/2015 budget for the Residential Landscape Transformation Program (Project Number WR15017) will remain the same.

The Board adopted Resolution No. 2014-8-2, which outlines actions the Agency will offer and includes providing additional financial resources to support member agencies in expediting actions needed to accelerate the enforcement of mandatory conservation levels. Therefore upon approval from the Board for an inter-fund loan transfer, the Agency will concurrently administer the RLTP program in order to complete the 51 sites in process, through the end of the current fiscal year. The Agency will also immediately launch the residential turf rebate program through MWD.

This program is consistent with the Agency'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.

### **PRIOR BOARD ACTION**

#### **Contract**

On July 16, 2014, the Board approved a \$400,000 one-year contract (4600001694) with The Brickman Group Ltd. LLC, as part of the adopted FY 2014/15 water conservation budget in the Water Resources (10700) Fund.

On April 16, 2014, the Board approved Contract Amendment Numbers 4600001525-001 and 4600001525-002 to increase the FY 2013-2014 program scope of work and budget from \$150,000 to \$250,000.

#### **Inter-fund Loan**

On October 15, 2014, the Board approved an inter-fund loan transfer from the GG Fund to the WW Fund to support the Commercial, Industrial and Institutional (CII) Turf Removal Rebate program by \$3,000,000, from \$274,360 to \$3,274,360.

On June 18, 2014, the Board approved an inter-fund loan transfer from the GG Fund to the WW Fund in the amount of \$1.2 million to support FY 2015/16 conservation projects not covered by Metropolitan Water District of Southern California.

**IMPACT ON BUDGET**

If approved, an inter-fund loan of \$102,000 from the Administrative Services (GG) Fund will support the funding shortfall in Water Resources (WW) fund due to the decrease in the MWD reimbursement for the RLTP program. The inter-fund loan transfer from the GG Fund to the WW Fund will be increased from \$4,200,000 to \$4,302,000. The RLTP program cost is budgeted in the Water Resources Fund for \$400,000 as project WR15017 (Residential Landscape Transformation Program) as part of the adopted FY 2014/15 water conservation budget.

# Residential Turf Removal Programs

## April 2015



*Inland Empire Utilities Agency*

**A MUNICIPAL WATER DISTRICT**

Sylvie Lee, P.E.,  
Manager of Planning

Lisa Morgan-Perales.,  
Water Resources Analyst II



# Residential Turf Removal Programs

- \* Public demand exceeds Agency's financial ability to respond (Governor's Executive Order)
- \* Existing Residential Turf Removal Program
  - \* Landscape Transformation Program
    - \* FY 14/15 – 116 Completed
    - \* 51 sites are in process (51,000 square feet)
- \* New Residential Turf Removal Program
  - \* Residential Turf Removal Rebate – MWD ([www.socalwatersmart.com](http://www.socalwatersmart.com))



# Original Program Budget

Description	Budget
FY 2014-2015 LTP Program Budget	\$400,000
IEUA Direct Expense (25% cost share)	\$100,000
Projected MWD Reimbursement (75%)	\$300,000





# Revised Program Budget

Description	Budget
FY 2014-2015 LTP Program Budget	\$400,000
IEUA Direct Expense (51% cost share)	\$202,000
Projected MWD Reimbursement (49%)	\$200,000





# Recommendation

## Staff Recommends the Following:

- \* Approve the continuation and completion of the FY 14/15 Residential Landscape Transformation Program.
- \* Approve an inter-fund loan transfer of \$102,000 from the Administrative Services Fund to the Water Resources Fund to cover Agency expenses.
- \* Approve the immediate launch of the Residential Turf Removal Rebate provided through MWD.



# Questions?



Consistent with the Agency'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.




**ACTION  
ITEM**


**2C**

Date: April 15, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/08/15)  
Finance, Legal, and Administration Committee (04/08/15)

From:  P. Joseph Grindstaff  
General Manager

Submitted by: Ernest Yeboah   
Executive Manager of Operations/Assistant General Manager

Subject: RP-1 Preliminary Treatment Rehabilitation Project

---

### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Award Contract No. 4600001845 to J.F. Shea Construction, Inc. for the Regional Water Recycling Plant No. 1 (RP-1) Preliminary Treatment Rehabilitation Project for a total amount of \$623,041;
2. Award Contract No. 4600001842 to Sunbelt Rentals Pump and Power Services to provide by-pass pumping service at the preliminary treatment area for a total not-to-exceed amount of \$175,483.50; and
3. Authorize the General Manager to execute the contracts.

### **BACKGROUND**

The RP-1 Preliminary Treatment Rehabilitation Project will replace aging equipment in the headworks area. The scope of the project is to provide contract labor for the installation of the compactor and conveyor equipment, replacement of existing SCADA communication network hardware and old chemical delivery piping, and the condition assessment of pipelines. While the rehabilitation work is being performed, by-pass pumping will be required.

Staff issued RFP IFB-RH-14-079 on January 20, 2015, through the BidNet Network for the by-pass pumping service. Three companies provided proposals for the pump rental service. In addition, RFP IFB-RH-15-001 was issued on February 18, 2015, through the BidNet Network, for the installation and rehabilitation of the RP-1 preliminary treatment area. Two contractors submitted

RP-1 Preliminary Treatment Rehabilitation Project

April 15, 2015

Page 2 of 2

proposals for the project. A summary of the bid results for each corresponding bid request are as follows:

RFP RH-14-079 RP-1 Preliminary Treatment Rehab By-pass bid results:

BIDDER	BID PRICE
Sunbelt Rentals Pump and Power Services	\$175,000
Xylem	\$315,000
Charles King Company	\$554,000
Engineer's Estimate	\$218,000

RFP RH-15-001 RP-1 Preliminary Treatment Rehab Project bid results:

BIDDER	BID PRICE
J.F. Shea Construction, Inc.	\$623,000
Coconstruction, Inc.	\$748,000
Engineer's Estimate	\$622,000

Project Cost Breakdown:

DESCRIPTION	COST
By-pass pump rental	\$175,000
Preliminary Treatment Rehab contract service	\$623,000
Project Manager/CM Support	60,000
20% Contingency	\$172,000
Total Project Cost	\$1,030,000

**PRIOR BOARD ACTION**

On August 20, 2014, the Board approved the formal rejection of bids related to the Preliminary Treatment Rehab contract services. Two proposals were received, but were considered non-responsive due to incomplete information.

**IMPACT ON BUDGET**

RP-1 Preliminary Treatment Rehab Project is budgeted in the FY 2014/15 Regional Wastewater Operations and Maintenance (RO) fund, as part of Project No. EP15002, Major Facility Repair and Replacement Project. The by-pass rental and costs related to project engineering support will be funded through Project No. PA15001, Underground Piping Rehab.





*Inland Empire Utilities Agency*

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# RP-1 Preliminary Treatment Rehabilitation Project

**Francis Concemino**  
**Deputy Manager of Maintenance**  
**April 2015**

# Background

- Structure was built in 1977; expansion was done in 1987
- Current condition rating from Asset Management Plan (AMP)
- Condition assessed in AMP recommended in AMP

Table 3 History of Select Assets


System	Capital Improvement Project Activity	Condition Assessment Report
Influent Channel and Metering Station	1977 1987	Planned 14/15
Screening Equipment	1977 1987	Planned 14/15
Aerated Grit System	1987	Planned 14/15
Headworks Splitter Box	1977	Planned 14/15

3. Asset Ratings  
Table 2 Asset Ratings

System	Rating Scale*			
	Condition	Redundancy	Function	Reliability
Influent Channel and Metering Station	4	2	3	3
Screening Equipment	3	2	3	3
Aerated Grit System	3	3	4	3
Vortex Grit System	4	3	4	5
Grit Washing/Disposal System	3	3	3	4
Screening Conveyance/Disposal System	4	5	3	5
Ferric Chloride System	3	3	3	3
Polymer System	3	3	3	3
Headworks Splitter Box	3	5	3	3
Odor Scrubber	3	3	3	3

Rating Scale\*  
1 = Excellent; 5 = Poor

# Project Elements

- **Replacement of conveyor**
  - **Replacement of compactor**
  - **Condition assessment of pipelines**
  - **By-pass pumping**
- 



# Regional Water Recycling Plant No. 1

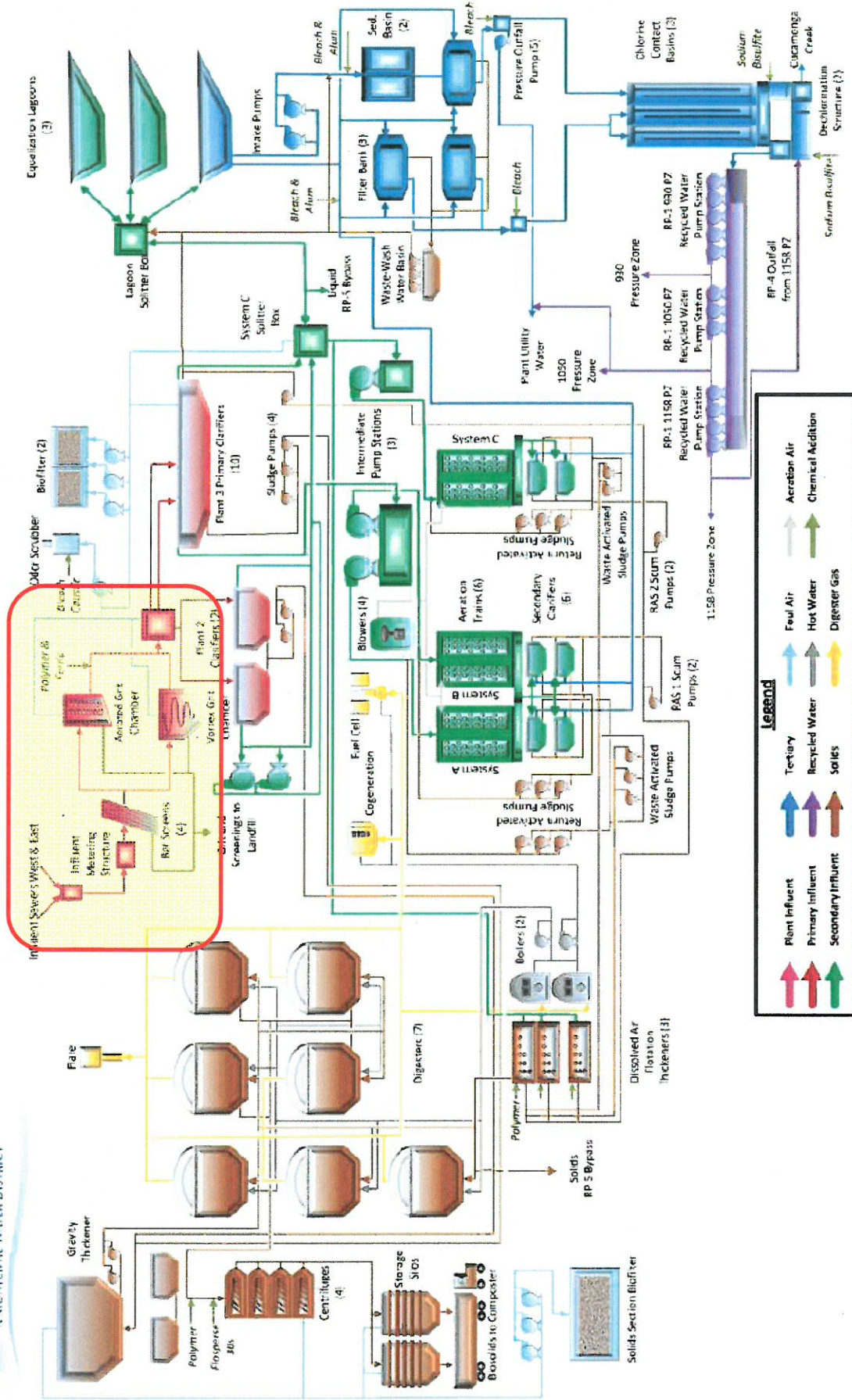
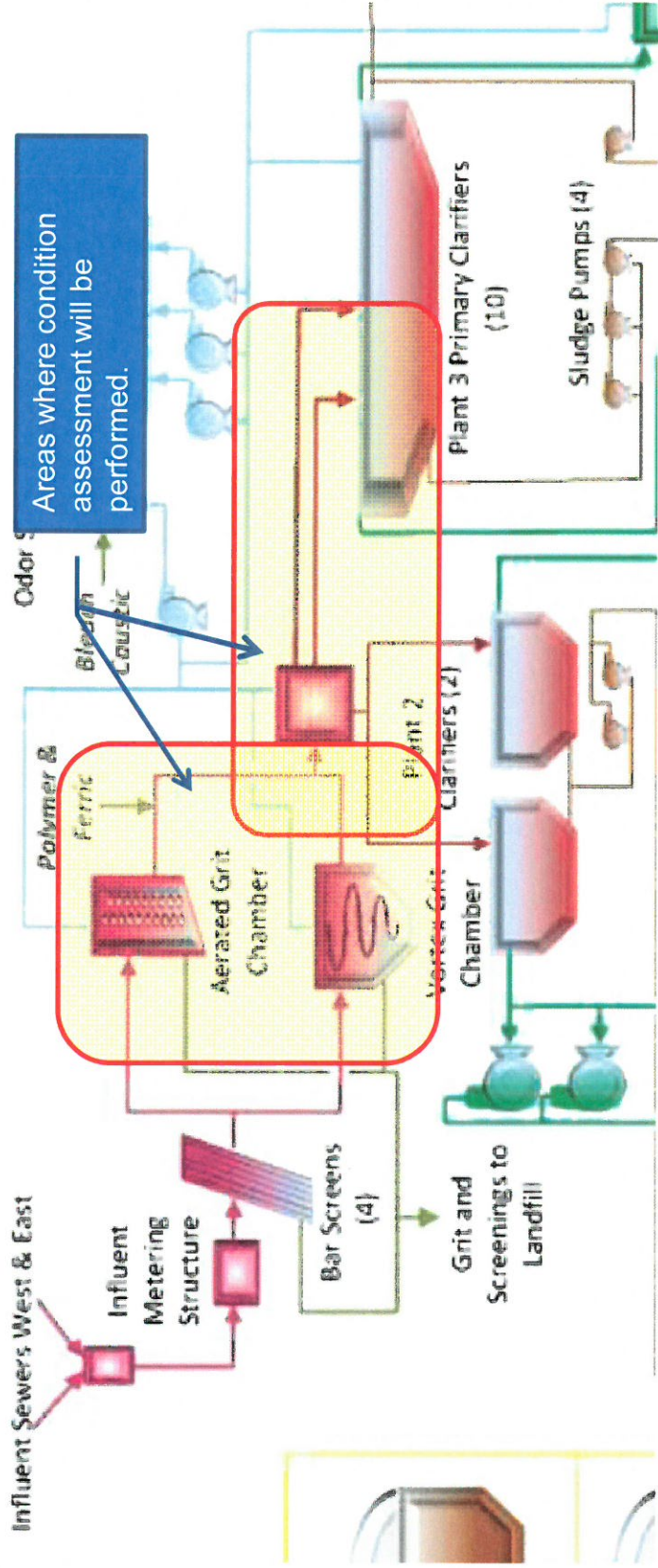


Figure 7-1: Regional Water Recycling Plant No. 1 (RP-1) – Schematic

# Pipeline Assessment



RP-1 Preliminary Treatment Area



# Replacement of Existing Conveyor and Compactor



Existing Conveyor



Existing Rag Compactor



# Bid Results

## Rehab By-pass Pump Rental:

BIDDER	BID PRICE
Sunbelt Rentals Pump and Power Services	\$175,000
Xylem	\$315,000
Charles King Company	\$554,000
Engineer's Estimate	\$218,000

## Preliminary Treatment Rehab Project Contract Services:

BIDDER	BID PRICE
J.F. Shea Construction, Inc.	\$623,000
Coonstruction, Inc.	\$748,000
Engineer's Estimate	\$622,000

# Project Cost Breakdown

Description	Cost
By-pass Pumping Rental	\$175,000
Preliminary Treatment Rehabilitation	\$623,000
Project Manager/CM Support	\$60,000
20% Contingency	\$172,000
<b>Total Project Cost</b>	<b>\$1,030,000</b>

# Recommendation

- Award Contract No. 4600001845 to J.F. Shea Construction for the rehab of Preliminary Treatment area at Regional Water Recycling Plant No.1 for a total amount of \$623,041;
- Award Contract No. 4600001842 to Sunbelt Rentals Pump and Power Services to provide by-pass pumping service at the preliminary treatment area for a total not-to-exceed amount of \$175,483.50; and
- Authorize the General Manager to execute the contract.





*Inland Empire Utilities Agency*

A MUNICIPAL WATER DISTRICT

Questions?



**CONTRACT No. 460001845**

**For Performance of**

**Preliminary Treatment Rehabilitation Project**

THIS CONTRACT (the "Contract"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 J.F. Shea Construction, Inc. (hereinafter referred to as "Contractor") for performance of a preliminary treatment rehabilitation project at the Agency's Regional Plant No. 1 facility.

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

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

Project Manager: Albert VanBreukelen  
Address: 2662 E. Walnut Street  
Ontario, CA 91761  
Telephone: (909) 993-1628  
E-mail: avanbreukelen@ieua.org

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

Contractor's Assigned Manager: Bill Singleton  
Address: 667 Brea Canyon Rd., Suite 30  
Walnut, CA 91788-0489  
Telephone: (951) 260-8785  
E-mail: bill.singleton@jfshea.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract No. 4600001845
2. Contract No. 4600001845 including Exhibit A -Statement of Work, as clarified/modified by Addendums No. 1 and No. 2 to IFB-RH-15-001, and Exhibit B - Contingency Rates and Burdens
3. Agency Invitation for Bid No. IFB-RH-15-001, including all associated specifications and drawings
4. Contractor's Bid, dated 2/18/15

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with Exhibit A - Statement of Work, Addendums No. 1 and No. 2 to IFB-RH-15-001 and all specifications and drawings associated with IFB-RH-15-001.
5. **TERM:** The term of this Contract shall extend from the date of its bi-lateral execution and terminate on December 31, 2016, unless an extension is agreed to by both parties, reduced to writing, and incorporated as an amendment to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** Contractor may invoice during the course of this project in accordance with the below-listed fixed price milestone payment schedule. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager. Contractor shall provide with their invoice(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements.

<u>Milestone Payment Task Completed</u>	<u>Invoiceable Price</u>
Submittal of Payment and Performance Bonds	\$4,300.00
Influent channel access installation	\$27,840.00
Headwork structure access installation	\$4,606.00
Odor control heat shrink wrap installation	\$13,997.00
Conveyor & compactor equipment installation	\$81,637.00
Headwork building sump pump installation	\$35,910.00
Headwork building interior rehab	\$128,285.00
New equipment DCS and electrical installation	\$185,882.00
Bleach and Caustic piping replacement	\$114,815.00
Polymer blending unit replacement	\$4,275.00
Labor support for Grit Chamber cleaning	\$6,494.00
 Total value of fixed price milestones (above):	 \$608,041.00

Contractor's invoices shall be submitted as follows: Inland Empire Utilities Agency  
 Attention: Accounts Payable Department  
 P.O. Box 9020  
 Chino Hills, CA 91709

OR invoices may be submitted electronically via: [APGroup@ieua.org](mailto:APGroup@ieua.org)

Concurrent with invoice submittal to the Agency's Accounts Payable Department, the Contractor shall e-mail a copy of the submitted invoice to the Agency's designated Project Manager identified on page 1 of this Contract.

As compensation for the "milestone task work" completed under this Contract, Agency shall pay Contractor, on a **fixed price milestone basis, an aggregate price of \$608,041.00** for the work/services satisfactorily provided hereunder. Additionally, a **contingency budget of \$15,000.00** is hereby established; expenditures against which must be authorized in writing by the Agency's assigned Contract Administrator. Upon receipt of such written authorization, the Contractor may invoice, on a time and materials basis, no more often than once per month. Contractor's time and materials invoices shall be formulated consistent with the rates and burden percentages shown under Exhibit B - Contingency Rates & Burdens. Thus, in aggregate (fixed price milestones plus contingency), the **total not-to-exceed price of this Contract is \$623,041.00**.



7. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$ 200 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
9. FITNESS FOR DUTY:
- A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
1. shall report for work in a manner fit to do their job;
  2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
  3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
10. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required single occurrence limit.
    - a. The insurance shall include coverage for each of the following hazards:  
  
Premises – Operations  
Owners and Contractors Damage

Broad Form Property Damage  
Contractual for Specific Contract  
Severability of Interests or Cross-Liability  
XCU Hazards  
Personal Injury – with the “Employee”  
Exclusion Deleted

2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention (as respects the Agency), its officers, officials, employees, volunteers, property owners and engineers under contract to the Agency; or the Contractor 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. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency.
    - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to 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, volunteers, property owners or engineers under contract to the Agency
    - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice 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 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 furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Roger Hughbanks  
Contracts & Programs Administrator  
E-mail: rhughbanks@ieua.org

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing 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 laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.



- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution 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 execute the work and/or service, as such travel and subsistence payments are defined in the 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 furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- 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 and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor'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, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason 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.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration

shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
  
  - 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. Per Senate Bill #854, Contractors must register and meet public works/prevailing wage requirements using the on-line application/registration found at: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).
  
  - N. Department of Industrial Relations Compliance - Public Works Projects
    - o No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).
    - o No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: [www.dir.ca.gov/dlse/dlsepublicworks.html](http://www.dir.ca.gov/dlse/dlsepublicworks.html).
    - o This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
12. INDEMNIFICATION: Contractor 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:
- A. 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 Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor 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;



- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or 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 Contractor;
  - C. 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 or Contractor to faithfully perform the work and all of the Contractor'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.
13. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
14. TITLE AND RISK OF LOSS:
- A. Documentation: Title to any/all Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
  - B. Material: Title to all Material, equipment, procured or fabricated under the Contract shall pass to Agency when delivered to the Agency's job-site and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
  - C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agency.
15. PROPRIETARY RIGHTS:
- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
    - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
    - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and

Documentation and grant sublicenses to others with respect to the Work and Documentation.

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

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

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

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

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

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

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

Contractor: Roy A Valadez  
Assistant Secretary  
J.F. Shea Construction, Inc.  
P.O. Box 489  
Walnut, CA 91788-0489

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

18. SAFETY AND PROTECTION:

A. Precautions and Programs:

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work or the activities of its employees, subcontractors and suppliers at the work site.
2. The Contractor and all its subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 C.F.R.

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time (duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

3. The Contractor and all its subcontractors shall comply with the provisions of the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in Title 29, C.F.R. Where an individual state act related to occupational safety and health standards has been approved by a federal authority, then the provisions of said state act shall control.
4. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control and direction to prevent damage, injury or loss to:
  - a. All employees performing the work or on the work site and other persons and organizations who may be effected thereby;
  - b. All the work, and materials and equipment to be incorporated therein, whether in storage on or off the work site; and
  - c. All other property at the work site.
5. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
  - a. Proof of training on confined spaced space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.

This regulation also requires the following to be submitted to IEUA for approval prior to entry of a confined space:

- b. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
  6. The Contractor must also submit a copy of their Safety Program or IIPP for approval by the IEUA Safety and Risk Department prior to the start of the project at the work site.
19. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract



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

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

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

21. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
22. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
23. GOVERNING LAW: This Contract is to be governed by and interpreted in accordance with the laws of the State of California.
24. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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.
25. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
27. BONDS: Within 14 days after bi-lateral execution of this Contract, the Contractor shall file with the Agency, on the forms furnished within IFB-RH-15-001 – Attachment B, payment and performance bonds in amounts equal to one hundred (100) percent of the contract price.
28. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

**INLAND EMPIRE UTILITIES AGENCY:**

**J.F. SHEA CONSTRUCTION, Inc.**

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
Roy A. Valadez (Date)  
Assistant Secretary

**EXHIBIT A**

**STATEMENT OF WORK**



# STATEMENT OF WORK

Regional Plant #1 Preliminary Treatment Rehab Project

IEUA

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Requestor	Francis Concemino	Request Date	December 24, 2014
Project Manager	Albert VanBreukelen	Prepared By	Francis Concemino
Department	Maintenance	Approved By	Ernest Yeboah

## PROJECT DESCRIPTION

IEUA's Regional Plant No. 1 is located at 2662 East Walnut, Ontario, CA 91761, which is west and east of the Cucamonga Creek Flood Control Channel, south of the I-60 freeway, and east and north of the Whispering Lakes Golf Course. The 44 million gallon per day (MGD) wastewater treatment plant provides primary treatment, secondary treatment, sludge treatment, and tertiary treatment of municipal and industrial wastewater. Processes include screening, grit removal, flow equalization, primary clarification, activated sludge (enhanced for maximum nitrogen removal), secondary clarification, and sludge thickening, digestion and dewatering. The dewatered sludge is hauled by truck and composted off site. Digester gas is collected and used for power generation through fuel cells. Secondary effluent is further treated in the tertiary facility for recycled water reuse.

Preliminary treatment is the first physical processes in treating waste water that feeds into the plant. Preliminary treatment consists of measuring (metering) the quantity of wastewater that flows into the facility, removing large objects and materials with mechanically operated coarse screens and removing sand and gritty material (inorganic materials that will not decompose). These materials are stored in large bins and subsequently disposed of at a landfill. Most of the equipments, components and structure at the Headworks have not been properly inspected or refurbished for a long time. These equipments and components are showing signs of degradation due to age and exposure to harsh environment. In order to increase the reliability of the preliminary treatment process at RP-1, proper rehab and replacement of identified components must be completed.

This document is aimed to solicit contractor's support in terms of labor and materials to completely rehab the affected areas identified within this scope of work. Contractor shall provide all labor, equipments, and materials for each identified scope item.

## PROJECT LOCATION

The project is located at the IEUA Regional Plant #1. Address: 2662 E. Walnut St, Ontario, CA. 91761

## SCOPE OF WORK

The Agency seeks waste water experienced and qualified general contractor to provide project management, services, and materials to rehab the preliminary treatment area as described in the scope of work below.

### General Safety Requirements:

1. The headworks structure building, although not considered a permit required confined space entry, is exposed to potential elevated levels of H<sub>2</sub>S and ammonia. Contractor are required to provide proper safety equipments such as, but not limited to; vent fans, portable gas monitors, and half-face

# STATEMENT OF WORK

## Regional Plant #1 Preliminary Treatment Rehab Project IEUA

cartridge respirators. These safety equipments shall be made available should unexpected atmospheric condition changes happens in the headworks building.

2. Influent Channels are considered permit required confined spaces. Access to these areas for the purpose of clean-up from construction debris, shall be properly coordinated with IEUA project manager. Contractor to provide required safety equipment and retrieval equipment to access permit required confined spaces within the scope of work.

**Bidding Requirements:**

1. Contractors shall include all applicable taxes and fees. Including, but not limited to; sales taxes, State, Federal, and special taxes; patent rights, royalties, shipping, freight, other applicable taxes and fees are included in the price of this bid.
2. All prices have been filled in and are proposed as firm fixed unit price amounts throughout the term validity of this project.
3. Contractor to provide current labor rate sheet as part of proposal.
4. Contractor to include a sum of \$15,000 to cover for additional labor and materials needed should condition within the work spaces changes during the project. This includes additional confined space entry requirements and multiple move-ins on process critical areas or system.
5. Contractor shall provide a line-item cost for each Task Section identified in the scope of work.
  - 5.1. Sections shall be identified on the proposal as follows:

Task Description	Cost
1. Influent channel access installation	\$
2. Headwork structure access installation	\$
3. Odor control heat shrink wrap installation	\$
4. Conveyor and compactor equipment installation	\$
5. Headwork building sump pump installation	\$
6. Headwork building interior rehab	\$
7. New equipment DCS and electrical installation	\$
8. Bleach and Caustic piping replacement	\$
9. Polymer blending unit replacement	\$
10. Labor support for Grit Chamber cleaning	\$
Bidding requirement for Paragraph #4 above	\$ 15,000
Total	\$

**Scope of Work Requirements:**

Prior to start of work, successful bidder and IEUA Representative shall meet to review the contract and ensure that all safety, schedule, and delivery requirements are still accurate as identified within this scope of work. Any deviation from the original bid documents and project requirements at the start of the project shall be addressed by the Contractor and IEUA representative prior to starting any work related to this project. The Contractor shall provide labor, access equipment, materials, and safety compliance requirements for the following items:

# STATEMENT OF WORK

Regional Plant #1 Preliminary Treatment Rehab Project  
IEUA

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- 1) **Influent Channel Access Installation and Channel** – Waste water flows to the plant through the main influent channels. In order to properly maintain the channel, an access hatch needs to be built in order to allow cleaning of the channels for routine maintenance. The odor control panels in front of the Headworks will also require cleaning and repainting as described in the scope of work below.
  - 1.1. The Headworks channel and grit chamber areas are classified as a "Permit required" confined space entry per Agency's confined space evaluation No. R1-003 (see attached for Confined Space Evaluation details)
  - 1.2. As-built information – See attached as-built drawings D-6466-53 through D-6423-55 for Influent Channel details.
  - 1.3. Contractor to provide labor and materials to cut an opening on the slab to allow access for cleaning as shown below. Contractor to field verify all dimensions and coordinate the lay-out with IEUA project manager prior to cutting the slab. This work shall be performed while the influent channels are in service. If shutdown is necessary to avoid pieces of concrete from falling into the channel, prior arrangement and shutdown request shall be made by contractor to IEUA project manager before the work can begin. Contractor to monitor the LEL level on the influent channel using a four gas monitor during hot work process.
  - 1.4. Replace existing plates on the east side of the new location to match new checkered plate cover materials.

Figure 1.1: Section view of influent channels

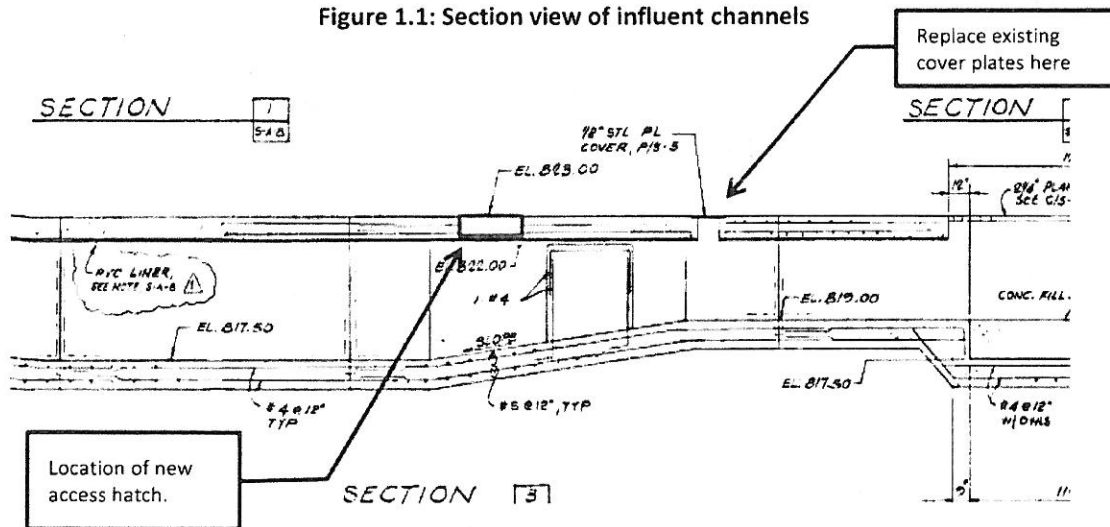


Figure 1.2: Top View of influent channels



# STATEMENT OF WORK

Regional Plant #1 Preliminary Treatment Rehab Project  
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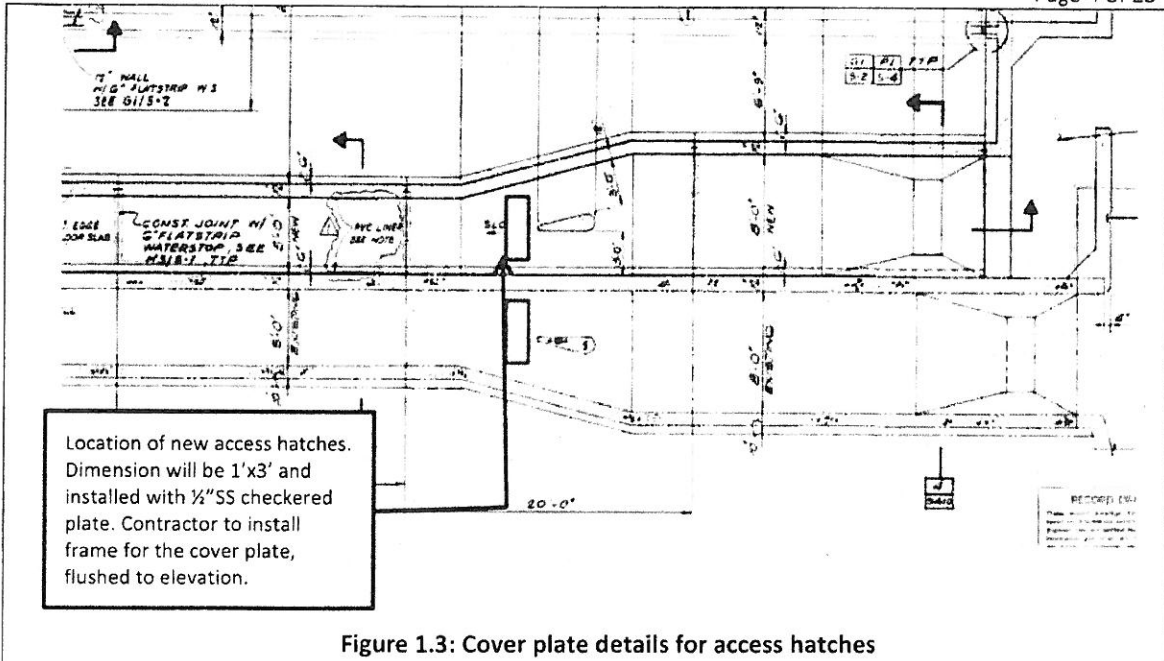


Figure 1.3: Cover plate details for access hatches

### CHECKERED PLATE NOTES

1. STAINLESS STEEL (FLOOR CHECKERED (DIAMOND) PLATES SHALL HAVE 4-WAY WITH M PATTERN FOR SLIP RESISTANCE)
2. STAINLESS STEEL CHECKERED PLATE SHALL CONFORM TO ASTM A793, TYPE 316L
3. ACCEPTABLE MANUFACTURERS
  - A. BUSHWICK METALS INC, 160 NORTH WASHINGTON AVE., BRIDGEPORT, CT 06604 (888) 897-1256
  - B. OR, APPROVED EQVAL.
4. ALL STRUCTURAL MEMBERS SHALL BE 1/2" 316L
5. ALL CONNECTION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL

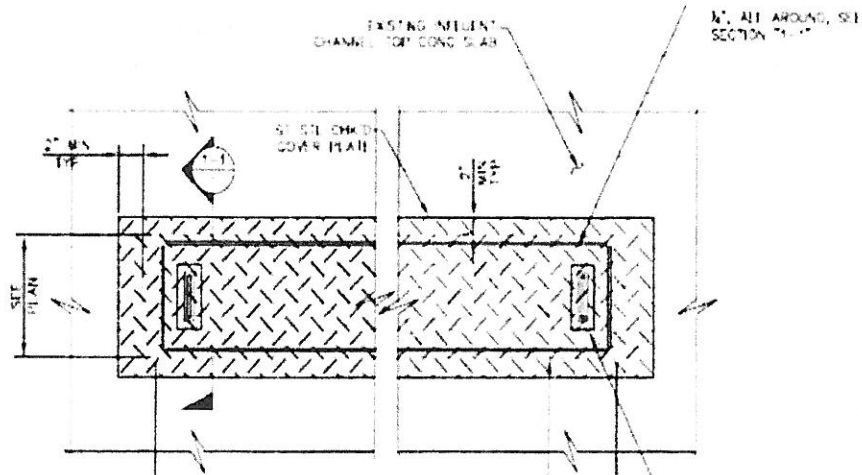
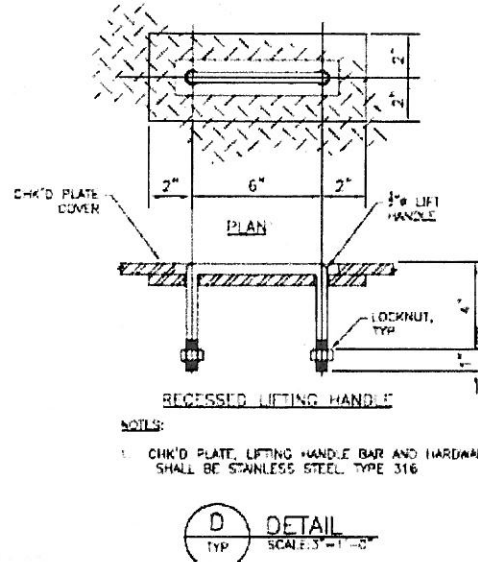


Figure 1.4: Cover plate details (Section 1-1)

# STATEMENT OF WORK

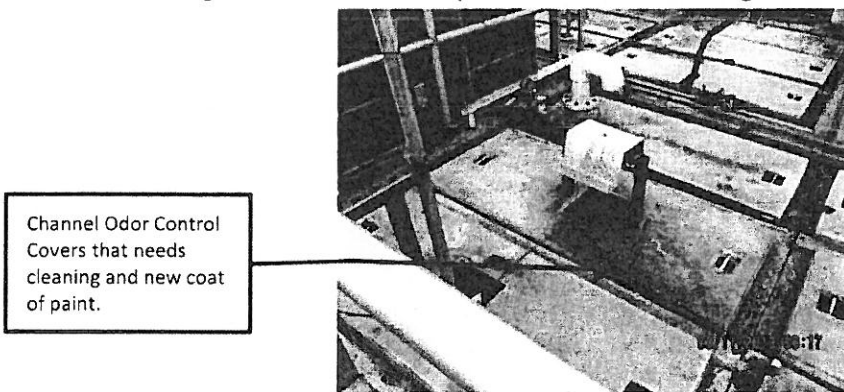
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- 1.5. Removal and cleaning of access panels – Contractor to provide labor and equipment to remove clean and repaint influent channel Odor Control cover panels. Contractor then to put the panels back in place once the channel cleaning is completed. Follow all Safety, fall protection, and temporary barricade requirements on openings that have to be left open for the duration of the project. Cleaning and removal of channel covers will be completed one channel at a time to allow flow into the plant during panel removal and painting process. Clean and paint-in-place will be acceptable for this process.

Figure 1.3: Odor Control panels that needs cleaning and new coat of paint.



- 1.6. Clean up Requirements – Contractor to clean up all debris and extra materials accumulated in the channel during the isolation/bulkhead installation.

## 2. Headworks Structure Sliding Door Installation

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- 2.1. In preparation for removal of existing conveyor and installation of the new conveyor unit, contractor to install a maintenance access sliding door on the North side of the Headworks enclosure structure. This door will also serve as an access for trash removal during conveyor demolition and installation of the new unit.

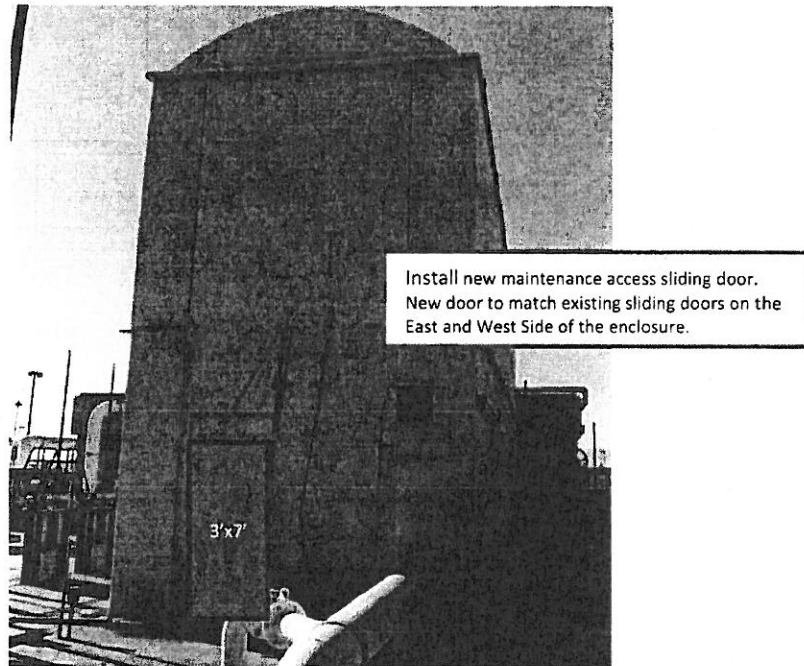


Figure 2.1: Sliding door installation on the North side of the Headworks enclosure.

### 3. Heat Shrink Scaffold Wrap Installation

- 3.1. To maintain air quality compliance during sliding door installation and conveyor replacement, Contractor must install a temporary heat shrink scaffold wrap on the East and North side of the enclosure. Heat shrink wrap must have Zip-wall zipper doors installed for access on the East side and North side of the temporary enclosure. Material to be used shall be or equal to: Thermo plastic shrink wrap by Pro-Tect. Details of the fire retardant shrink wrap materials can be found on Attachment 2.

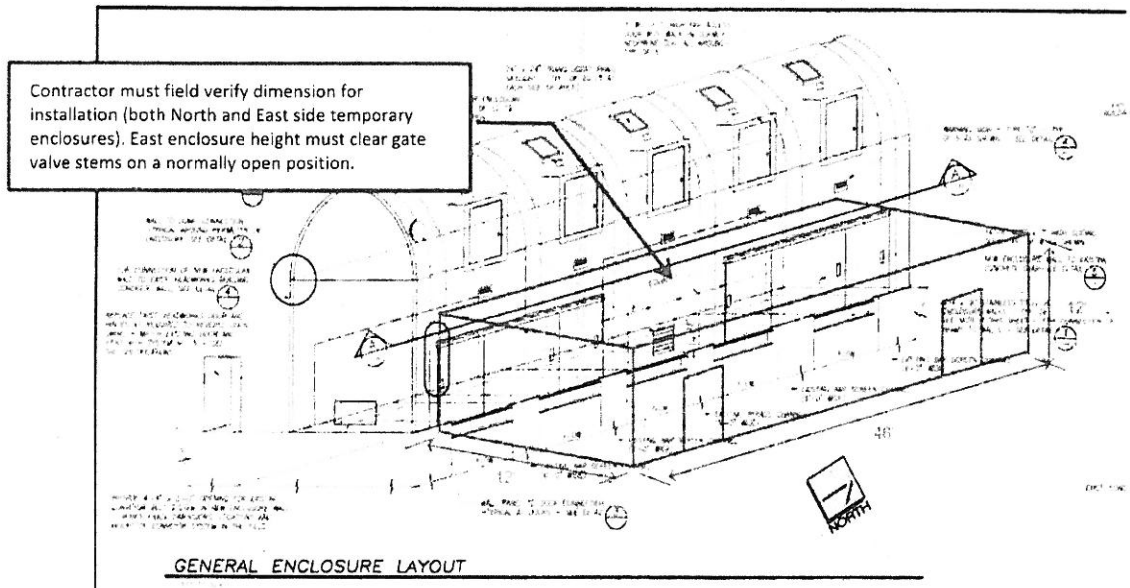


# STATEMENT OF WORK

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Figure 3.1: Temporary shrink wrap enclosure for temporary odor control



#### 4. Conveyor and Compactor Equipment Installation

- 4.1. The Agency has pre-purchased new Rag Conveyor and Compactor to replace the existing units. Contractor to provide demo and removal of existing equipments. Contractor to include cost for disposal of the removed equipments off-site.
- 4.2. Contractor shall provide the necessary labor and miscellaneous materials (i.e. anchor bolts, fasteners, pipe supports, welding of conveyor sections, and electrical conduits) to assemble and install the new equipments. Submittal drawings and dimensions for both Rag Compactor and Conveyor can be found on drawings SWM4024-XE-RP-1(Compactor) and U-320-10. See attached figure 4.1 through 4.3 for equipment dimension and piping supports requirements. Contractor to field verify all dimensions for proper fitment prior to installation.
- 4.3. Contractor to provide labor and materials to install 1-inch copper tubing water supply line for the rag compactor grinder washer unit. Water line shall include one 1-inch brass ball valve for isolation. Point of connection for the water supply will identify in the field. Contractor to also provide labor and materials to connect the equipments drain line to drainage system or the influent channel.
- 4.4. Contractor shall provide labor for the assembly and placement of rag compactor and conveyor control panels, including proper supports and equipment anchors to their

# STATEMENT OF WORK

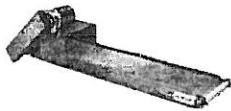
## Regional Plant #1 Preliminary Treatment Rehab Project IEUA

respective locations. (See Section 7.4 for details)

- 4.5. During conveyor removal and installation, a temporary conveyor system shall be provided by the contractor for trash removal during construction period. A temporary shutdown of the bars screens can be requested during fitment of temporary conveyor and during switch over to permanent conveyor, but the bar screens are required to be in normal operation during existing conveyor demolition and installation of new conveyor. The placement of temporary conveyor must reach the final trash bin location for trash collection and removal. The bin location will be on the north end of the Headworks structure.

- 4.5.1. Available conveyor that can be used for this process is shown below. Contractor to provide proper mounting for the temporary set-up. Temporary conveyor will use power 120vac power from the lighting panel identified by IEUA personnel. Contractor to provide temporary power cords and local disconnect for the temporary conveyor unit. Contractor to ensure that the temporary conveyor discharge is located outside of the headworks structure to allow proper collection and disposal of collected trash from the bar screens.

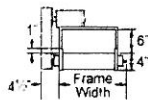
### Bench-Top Belt Conveyors



The top mount motor allows these conveyors to fit right on your bench top, so there is no need for brackets or stands. Guide rolls extend 1" above the conveyor surface to keep parts from falling off the belt. Conveyors have a 4" high steel base, a brown neoprene belt, and a 1/4-hp motor. They operate on 120 volts AC and include a 12-ft. power cord with a three-prong plug.

Note: Capacities are based on an evenly distributed load.

Also Available: Replacement belts. Select a belt size and specify belt width and conveyor length.



Belt Wd.	Frame Wd.	Cap. lbs.	Speed fpm	5-ft. Lengths		10-ft. Lengths	
				Each	Each	Each	Each
<b>Fixed Speed</b>							
6	6 1/2"	100	60	\$1,200.00	\$1,200.00	\$2,400.00	\$2,400.00
12	14 1/2"	200	60	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
<b>Variable Speed</b>							
6	6 1/2"	100	0-60	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
12	14 1/2"	200	0-60	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00

## 5. Headworks Structure Sump Pump Installation

- 5.1. The new compactor unit will require a sump pump to send wash water back to the drainage system. Contractor to provide labor and material to install a drain water sump pump system as specified in Attachment 5.1.
- 5.2. Contractor to field verify all dimensions. Provide piping and equipment support as needed in the field.
- 5.3. Contractor to provide conduit for power and data signal for the new sump pump as required in the field. See attached figure 5.1-5.3 for details. Pump specification can be found on the specification attachments.

## 6. Headworks Structure Interior Rehab

- 6.1. Provide Labor and materials to repair and Epoxy Coat the floor space at headworks structure after conveyor installation. Note that the bar screens will be in operating condition while floor work is being done.
- 6.2. Contractor to also provide labor and materials to prep and recoat equipment frame for the Bar Screen Climbers. Contractor to notify Agency's Project Manager of any major corrosion

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damage discovered during the coating process. A temporary shutdown is required for this item and only two bar screens can be shut down for coating at any given time.

6.3. Contractor to provide additional ventilation fans and gas monitor for their personnel.

## 7. Installation of new DCS Data communication and electrical power supply for the new equipments.

7.1. The Agency has pre-purchased the control panels for both compactor and conveyor as part of this project. Existing ethernet data communication is not sufficient to control the replacement unit and a new fiber optic communication is required for the new units.

Attached Figure 7.1 shows an overview of data communication runs and affected buildings. The existing Ethernet communication line will be replaced by fiber optic line. Terminations between buildings are to be directed by IEUA Project Manager.

### 7.2. Headworks Building Exterior DCS Panel

7.2.1. Provide and install one 4X SS Cabinet (60x24x18) to house the new fiber patch panel and power supply. From the existing pull box, install new 1 " Data Communication conduit for the fiber optic line (Provide 1.5-inch PVC coated RSC (Ocal or equivalent). Include trenching and back fill for the new conduit run. Trenching shall be minimum 3 feet deep from top of elevation. All conduit bends shall be provided with Ocal LB conduit fitting to turn corners.

7.2.2. On the panel, Install a back panel, Fiber Patch Panel, Fiber connector panels, IE 300 Switch, and the power supply for IE 3000 switch. Provide labor and materials for cabinet equipments (Headworks and Building N) per attached DWG # DCS-07-001 and DCS-07-002.

### 7.3. Headworks Building Interior Scope of Work

7.3.1. Provide labor and materials to install new DCS Cabinet per scope item 7.2.

7.3.2. Provide labor and materials to install new 1.5 inch conduit and new conductors to supply 110V power to the new cabinet. Power supply will connect from existing lighting panel inside the building and will be identified with IEUA Project Manager.

7.3.3. Remove existing compactor hydraulic unit. Install new control panels for the new conveyor and rag compactors on identified location in the attachment. Equipment control panels will be provided by IEUA as part of pre-purchased equipments. Connect existing 480V supply conduit and conductor from power supply for the existing compactor hydraulic unit. (All power supply shall be locked out and tagged out by Agency's personnel during construction). Run 1.5-inch conduit with 10-gauge wire between conveyor drive motor local disconnect and the control cabinet. Use power supply from existing conveyor to power the new conveyor cabinet. Contractor to provide labor and materials for conduits and wire needed between existing power location and the new cabinet for both compactor and conveyor. Notes: All conduits shall be 1.5-inch PVC Coated RSC (Ocal or equal.) Provide Ocal LB conduit to turn corners.

7.3.4. Install new Data Communication conduit line with Cat5e signal line from new DCS cabinet to the new equipment control panels. Notes: All conduits shall be 1.5-inch PVC Coated RSC (Ocal or equal.) Provide Ocal LB conduit to turn corners.

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## 7.4. Control Panels Installation (Compactor and Conveyor)

7.4.1. Install stainless steel frame for the Agency provided control panels (compactor and conveyor). Frame shall be made of min. 304 SS square TS 4x4x3/8 Bolted to a base plate. Horizontal mounting frame shall be made of 304 SS 12 gauge 1-5/8"x1-5/8" Uni-struts or equal for mounting the cabinets. Contractor to field verify cabinet dimension prior to installation. Mount the Agency provided control panels on a 24-inch base pad the base pad. All fasteners for the cabinet support shall be made of stainless steel or material compatible with the control panel enclosure for corrosion resistance.

7.4.2. Base of the control panel frame shall be installed with 12-inch grout pad.

## 7.5. Building N Exterior Scope of Work

7.5.1. From the existing pull box, install new 1 " Data Communication conduit for the fiber optic line (Provide 1.5-inch PVC coated RSC (Ocal or equivalent). Include trenching and back fill for the new conduit run. Trenching shall be minimum 3 feet deep from top of elevation. Above ground conduit shall also be installed on the exterior side of Building N. All conduit bends shall be provided with Ocal LB conduit fitting to turn corners.

## 7.5.2. DCS Data Communication Bill of Materials

QTY	Pt#	Manufacture	Description
2	EDC-06P-NH	Corning	Fiber Patch Panel
4	CCH-CP12_15T	Corning	CCH ST Fiber Connector Panels
1	A602418SSFSN4	Hoffman	4X SS Cabinet 60x24x18
1	A60P24F1	Hoffman	Back Panel
1	CR430616G031	Hoffman/Pentair	Air Conditioner
1	A60N2512FSLP	Hoffman	Type 1 Cabinet 60x25x12
1	A49P21N	Hoffman	Back Panel
1	IE3000-4TC	Cisco	IE 3000 Switch
1	PWR-IE50W-AC-IEC=	Cisco	Power Supply for IE 3000
4	GLC-LX-SM-RGD	Cisco	Multimode SFP
Approx. 700	012KUZ-T4130D2N	Corning	Industrial LSZH 12 Fiber, Multi-Mode
50	95-000-51	Corning	UniCam Pretium, Multi-Mode
4	FAN-BT25-12	Corning	12 fiber Fan out kit
1	1756-EN2T	Allen Bradley	ControlLogix Communication Card
1	1756-PA75	Allen Bradley	ControlLogix Power Supply
1	1756-A10	Allen Bradley	ControlLogix Rack
2	1492-GH050	Allen Bradley	Breakers 10 amp
1	1492-GH200	Allen Bradley	Breakers 20 amp
30	1492-J3	Allen Bradley	Terminals
8	1492-EBJ3	Allen Bradley	End Caps
12	1492-EAJ35	Allen Bradley	End Anchors



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6	1492-JDG4C	Allen Bradley	Ground Terminals	Convey
1	1492-REC20	Allen Bradley	DIN Rail Receptacle	Convey
2	1492-REC15	Allen Bradley	DIN Rail Receptacle	Convey
1	1769-OA16	Allen Bradley	110 VAC Input module	Building
2	1783-ETAP2F	Allen Bradley	Ethernet/IP Tap w/ 1 copper port, 2 fiber ports	Building
1	1756-DNB	Allen Bradley	DeviceNet Communication module	Building
1	1606-XLS240E	Allen Bradley	DeviceNet Power Supply	Building
1	1783-US03T01F	Allen Bradley	2000 Unmanaged Switch w/fiber port	Building
2	SMT1500	APC	UPS 1500 VA	Convey
2	SBP1500RM	APC	Bypass Panel	Convey
2	AP96AP963030	APC	Network Card	Convey
24ft	2x2 Inch	Panduit	Wire Tray	Convey
24ft	2x2 Inch	Panduit	Wire Tray Cover	Convey
8ft			DIN Rail	Convey

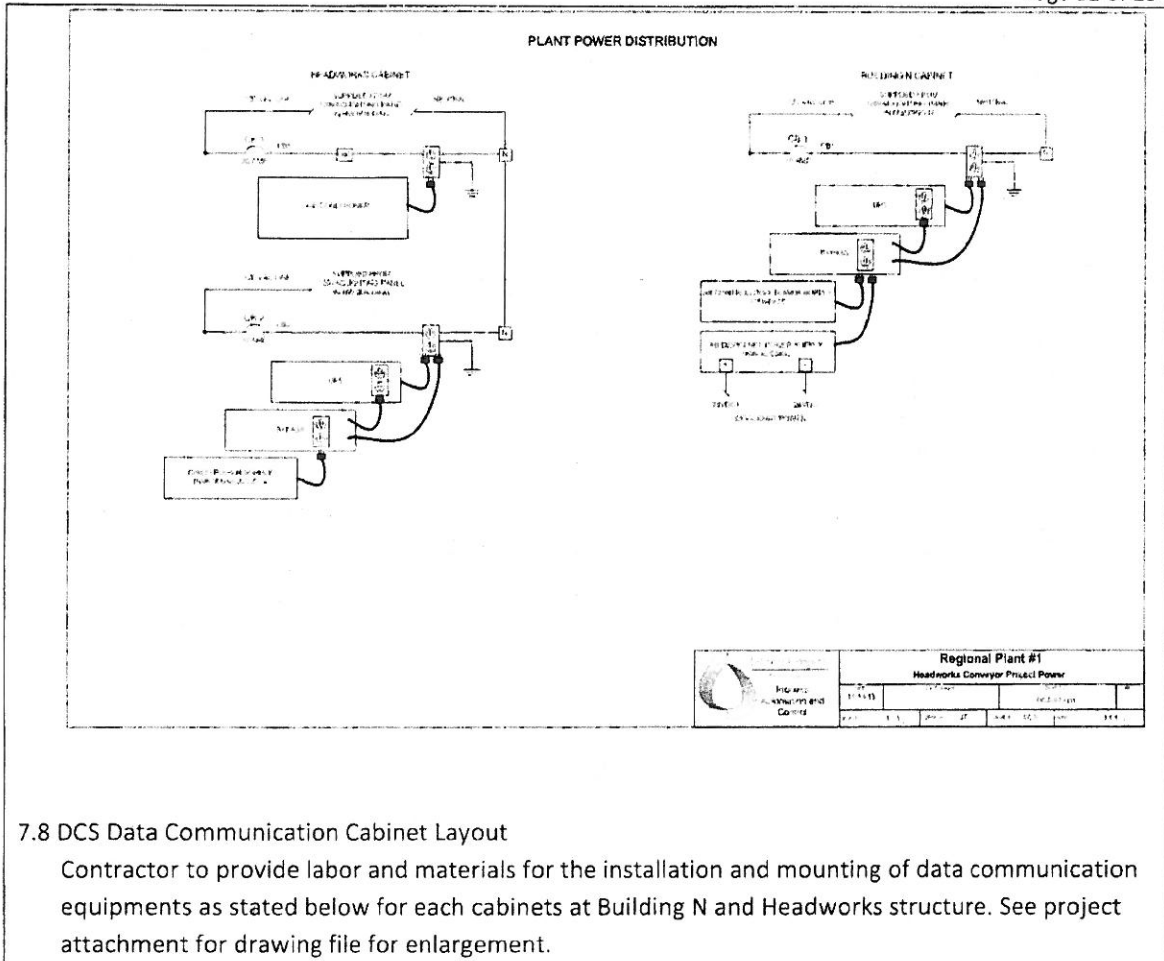
\* Contractor to field-verify length and dimensions.

### 7.5.3 DCS Cabinets Power Supply Diagram (DCS-07-001)

Contractor to provide labor and materials for the installation and mounting of cabinets and power distribution as stated below for each cabinets at Building N and Headworks structure.

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## 7.8 DCS Data Communication Cabinet Layout

Contractor to provide labor and materials for the installation and mounting of data communication equipments as stated below for each cabinets at Building N and Headworks structure. See project attachment for drawing file for enlargement.



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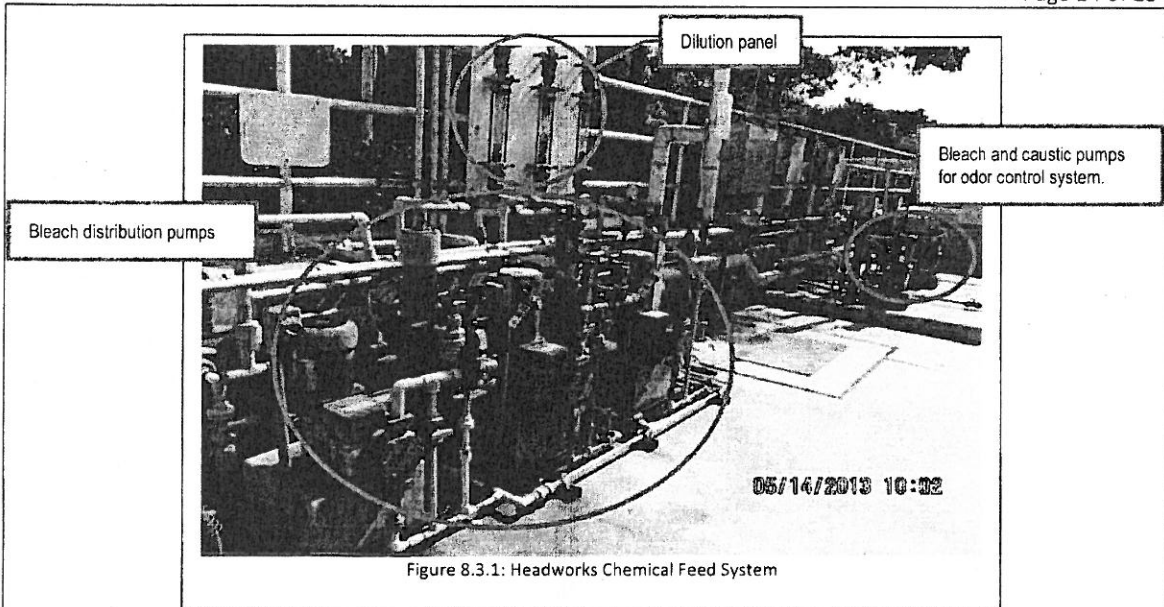


Figure 8.3.1: Headworks Chemical Feed System

- 8.3.2 Remove and replace all PCVC pipes, valves, instrumentations, and fitting for bleach and caustic lines. As-built schematic and piping schedule can be found on attachment dwg. # D-6519-6. Piping for the Caustic lines will follow existing dimensions. Use SCH 80 CPVC pipe for replacement.

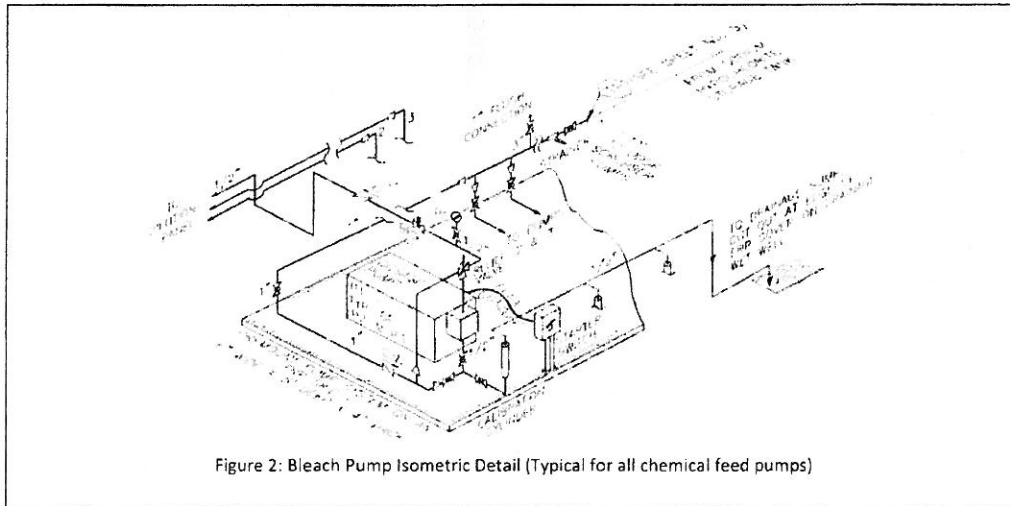


Figure 2: Bleach Pump Isometric Detail (Typical for all chemical feed pumps)

- 8.3.3 All valves to be CPVC and suitable for Sodium Hypochlorite, Sodium Hydroxide, or Hydrogen Peroxide service.
- 8.3.4 Contractor to provide labor to install three (3) replacement chemical dosage pumps for the bleach delivery system. chemical metering or dosage pumps will be provided by IEUA.
- 8.3.5 Contractor to provide all equipment and piping supports as required.

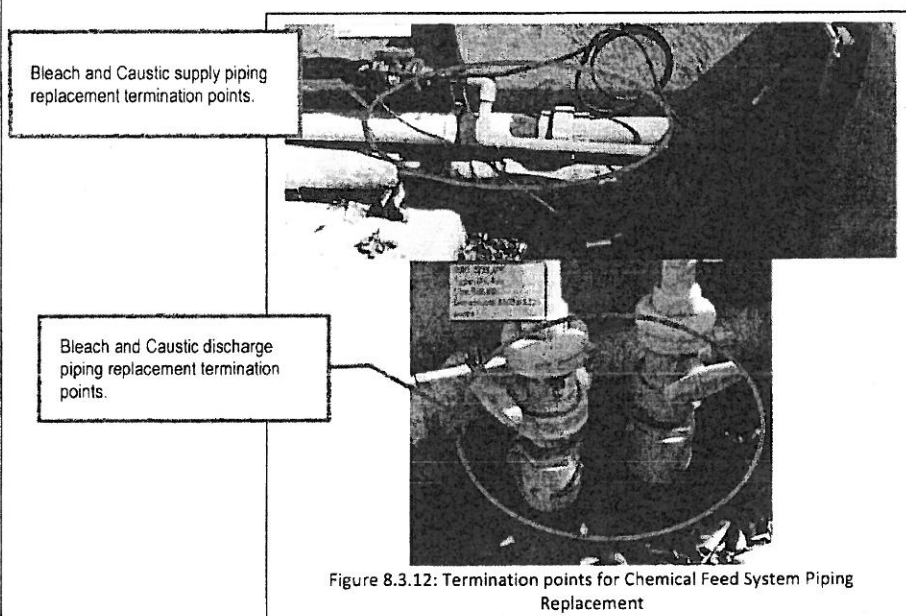


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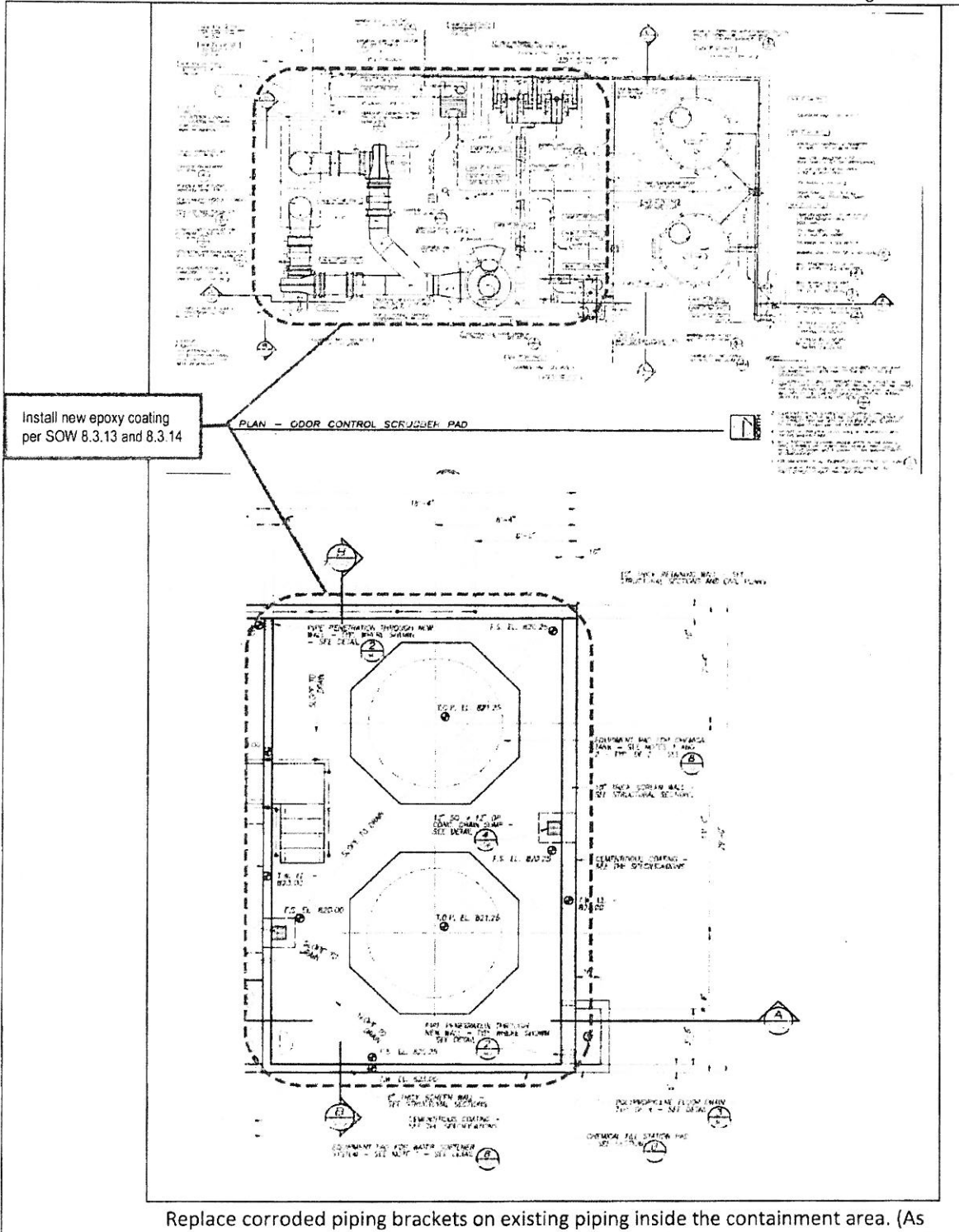
- 8.3.6 Mounting and piping is typical for all three distribution pumps and two odor control supply pumps.
- 8.3.7 Keep existing utility and potable water lines. Contractor to replace thermo cell insulation and aluminum jacketing on potable water line, including the piping sections inside the containment pit.
- 8.3.8 Replace Rotometers, to match existing, and dilution panel for the bleach distribution system. Replace dilution panel with stainless steel material for corrosion resistance.
- 8.3.9 Repaint new and existing piping sections according to Agency's process piping color designation. (See attached reference for Agency's piping coating and color requirements.)
- 8.3.10 Repaint all CPVC and process piping within the Bleach/Caustic containment pit.
- 8.3.11 Prep and repaint red electrical conduit for the chemical pumps
- 8.3.12 Scope of work termination will be from the header union outside the containment and discharge line into the distribution, as shown in Figure 8.3.12 below.



- 8.3.13 Remove existing coatings on containment pit, prep, and apply a minimum 18-mils of new epoxy coating per manufacturer's recommendation. (See attachment: Sherwin Williams General Polymers Tech Data Sheet and Specification section for coating information). New coating shall have chemical resistance suitable for Sodium Hypochlorite, Sodium Hydroxide, or Hydrogen Peroxide service. See figure 4 for containment area epoxy coating dimensions.
- 8.3.14 Provide labor and materials to install epoxy coating on the pump station outside of the containment area. Work to include repair of concrete degradation on pump bases prior to epoxy application. New coating shall be a minimum of 18-mils with medium Non-skid.

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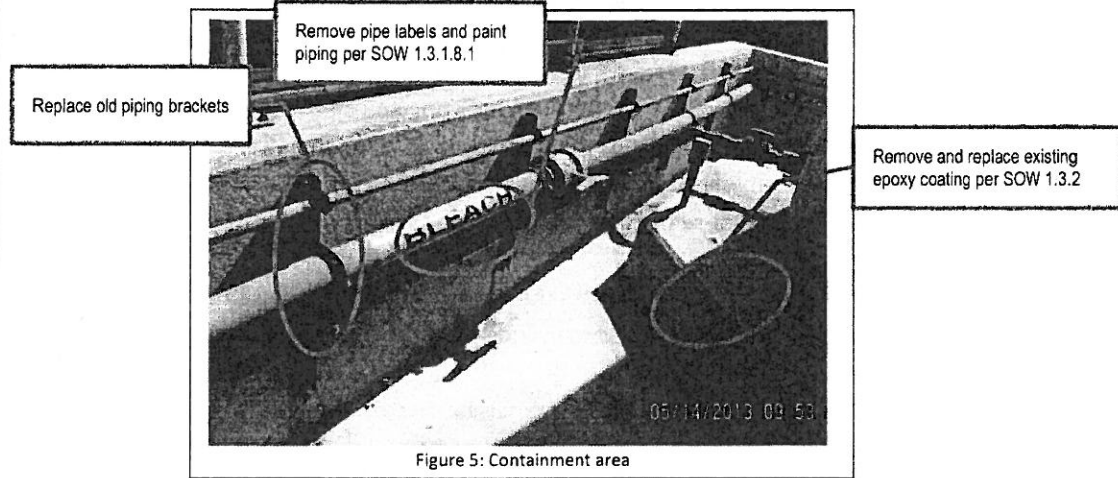


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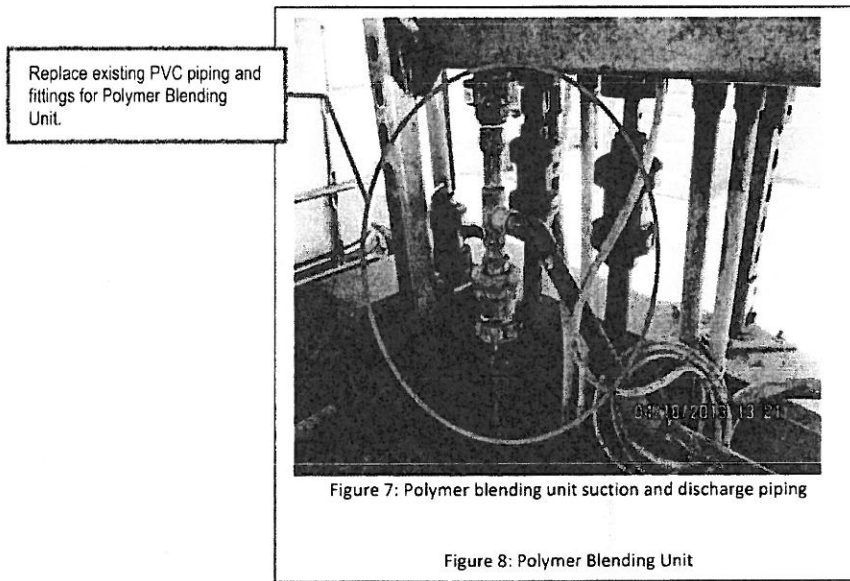
shown in figure 5 below)



## 9. Polymer Feed System Replacement

9.1 A new Polymer Blending Unit will be provided by the Agency. Contractor to provide labor and materials on items identified below:

- 9.1.1 Remove existing Polymer Blending Unit and assemble new unit as provided by IEUA.
- 9.1.2 Remove and replace existing CPVC suction and discharge piping and fittings on the polymer blending system as shown in figure 7 below:
- 9.1.3 Use SCH 80 CPVC pipe for replacement piping.
- 9.1.4 Contractor to provide all equipment and piping supports as required.
- 9.1.5 Provide labor and materials to clean and repaint polymer feed station.



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## 10. Contractor Labor Support During Cleaning Bypass Pumping of the Grit Chamber and Primary Influent diversion channel

10.1 As part of this project, the head works grit chamber will also be shutdown and a bypass pumping will be provided by the agency to allow the draining and cleaning of the grit chamber and primary influent diversion channel. Contractor to provide labor support to remove, clean, and stage fiber glass and aluminum panels that covers the existing grit chamber. This includes removal, cleaning and staging for re-installation of fiber glass panels during bypass pumping and grit chamber cleaning.

10.2 The work does not anticipate any tasks that involve confined space entry into the grit chamber area, but contractors are required to include safety harness and safety PPE to allow safe removal of panels for the personnel.

10.3 Contractor to clean and power wash all panels before re-installation.

10.4 Once the influent diversion channel is drained and cleaned, contractor to provide labor to remove broken gate valve from the channel as shown in the picture below (10.5)

10.5 Broken gate valve by primary influent diversion channel.



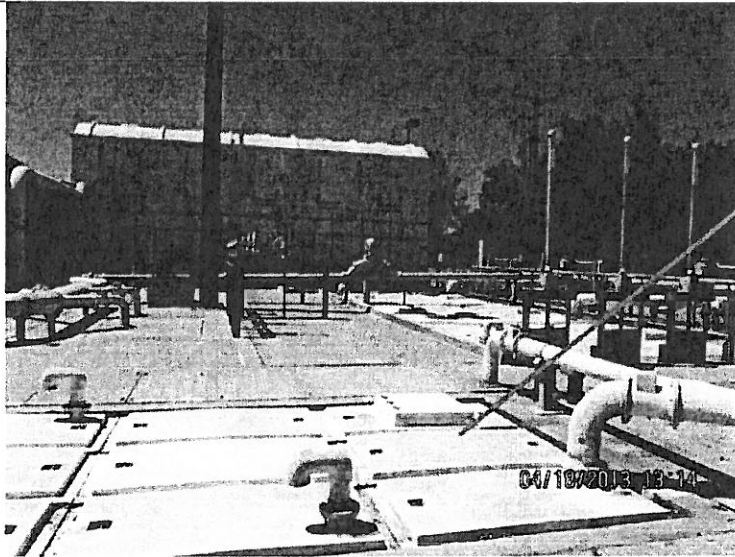
10.6 Grit Chamber and Primary Influent Diversion Channel Picture



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Contractor to remove, clean, and stage for reinstallation all fiber glass and aluminum panels from the grit chamber and influent channel per scope 10.1

## PROJECT SCHEDULE

1. Normal work hours to be scheduled Monday through Thursday between 07:00 am and 03:30 pm, excluding holidays. Except for work related Influent Channel shutdown. Influent Channels can only be down during low flow hours (typically between 12:00am to 06:00am). Should contractor see the need to work outside of the anticipated schedule, proper notification and support from IEUA project manager can be requested ahead of time.

## General Conditions and Project Assumptions

The Consultant and its Subcontractor shall comply with the following required conditions throughout his contract terms.

1. Due to complexity of the tasks involved, mandatory job walk is required.
2. Site Requirements - During the inspection the Contractor and its subcontractor shall keep the premises free from accumulation of waste material, rubbish and other debris resulting from the work. The Consultant and its subcontractor shall provide suitable and adequate sanitary conveniences for the all the persons at the site of work. Such conveniences shall include chemical toilets or work closets and shall be located within an appropriate location at the site of work. Construction laydown area and site storage for the contractors will be identified with Agency's personnel during the job walk. Contractor shall follow site access requirements and proper PPE requirements during construction period.
3. The Consultant shall be responsible for supplying proper safety equipment and necessary tools.
4. No shutdowns will be permitted without a fully approved shutdown plan, which shall be submitted by the General Contractor and applicable sub-contractor and discussed, reviewed, and approved by IEUA staff. A written plan and schedule of a shutdown shall be submitted to

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## Regional Plant #1 Preliminary Treatment Rehab Project IEUA

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Agency 1-week before the scheduled occurrence. During this time, the Consultant shall meet with the Agency after submitting the plan to discuss the proposed shutdown. If the plan does not meet the approval the Agency or requires changes, the Consultant is responsible for adjusting the proposed shutdown schedule.

5. Contractor is responsible for removal of all scrap and left over material related to the work, and leaving the site clean.
6. Equipments and materials to be provided by IEUA:
  - a. New spiral conveyor for the headworks.
  - b. New compactor/washer unit for the headworks.
  - c. New Polymer Blending Unit.
  - d. New chemical dosage/metering pumps for the bleach and caustic system.
  - e. New Odor Scrubber replacement media.
7. Items below will NOT be provided by IEUA:
  - a. Crane for lifting heavy objects, if necessary.
  - b. Water hoses or fire hoses for cleaning.
  - c. Pressure washers
  - d. Electric and hand tools
  - e. Cleaning solvent preferred by contractor for cleaning residue and coating preparation

(Note that material and Chemical MSDS will be required for safety review and approval prior to use onsite.)

### EXHIBIT A: Attachment

1. Projects Plans and Details
  - 1.1. Figures 4 through 7 for Headworks sump pump and DCS Data communication installation.
  - 1.2. HW-005-001 Headworks Sump Pump Section Details
  - 1.3. DCS-007-001 DCS Cabinet Power Installation
  - 1.4. DCS-007-002 DCS Cabinet layout
2. Coatings Specification bases of installation:
  - 2.1.1. See Spec No. 09660 Guide Specification for details on protective coatings.
3. Pro-Tect Flame Resistant Heat Shrink Material
4. As-built drawings
  - 4.1. Headworks and Influent Channel Details
    - 4.1.1. D-6466-51
    - 4.1.2. D-6466-52
    - 4.1.3. D-6466-53
  - 4.2. Chemical Odor Control as-built details
    - 4.2.1. D-6599-32
    - 4.2.2. D-6599-33
    - 4.2.3. D-6599-34

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5. Agency Process Piping Color Chart (Figure 8 on attachment)
  - 5.1. Piping markers and sign materials will be provided by IEUA. Contractor to provide a list of signage to be made for installation.
  - 5.2. Process Piping Color Chart see figure 8 on the attachment.
6. Electrical Specifications
  - 6.1. See attached Electrical Installation Guidelines and Specification

### EXHIBIT B: PICTURES

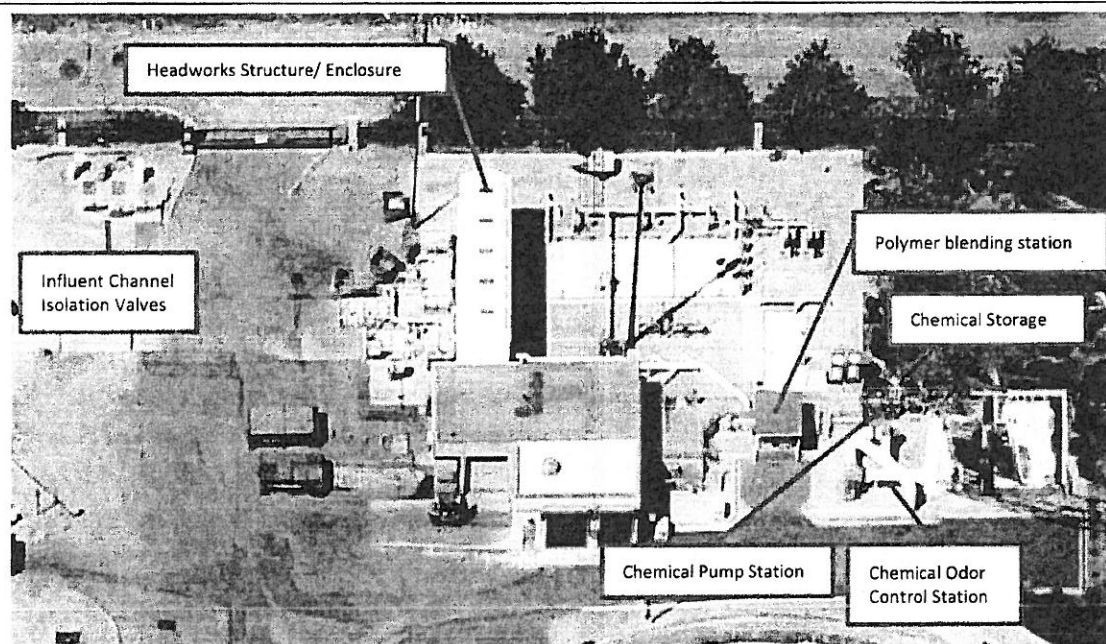


Figure 11: RP-1 Preliminary Treatment Area Overview

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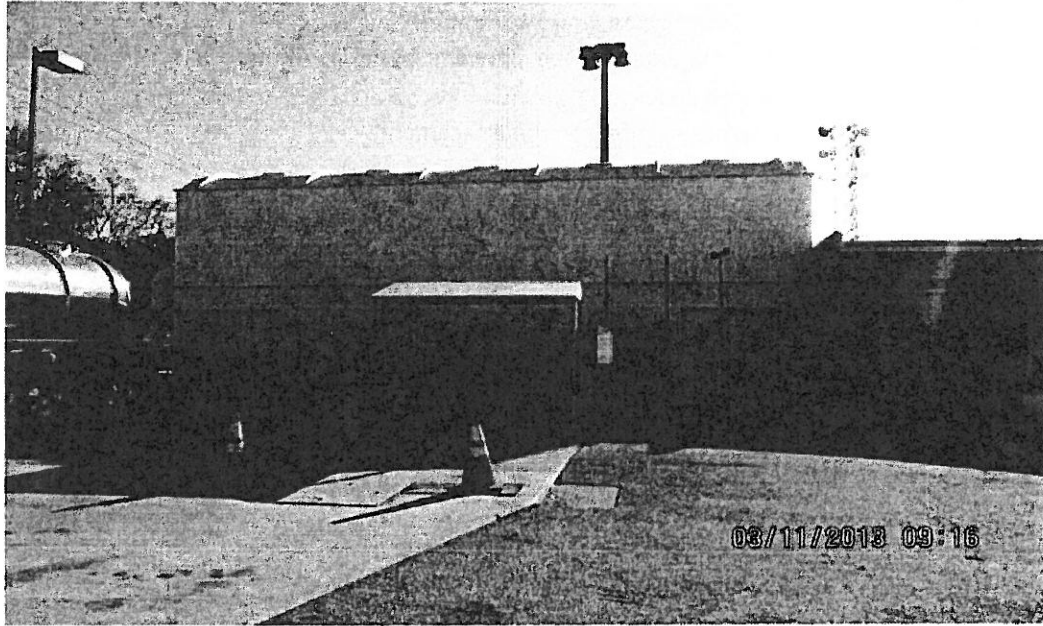


Figure 12: Headworks Structure (Facing East)

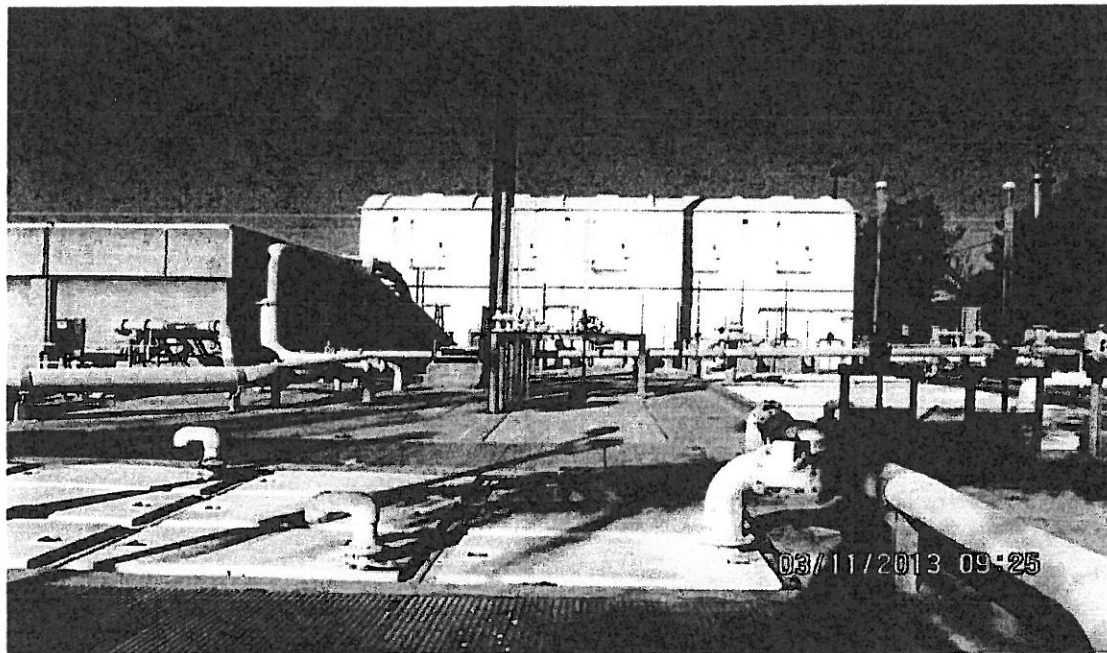
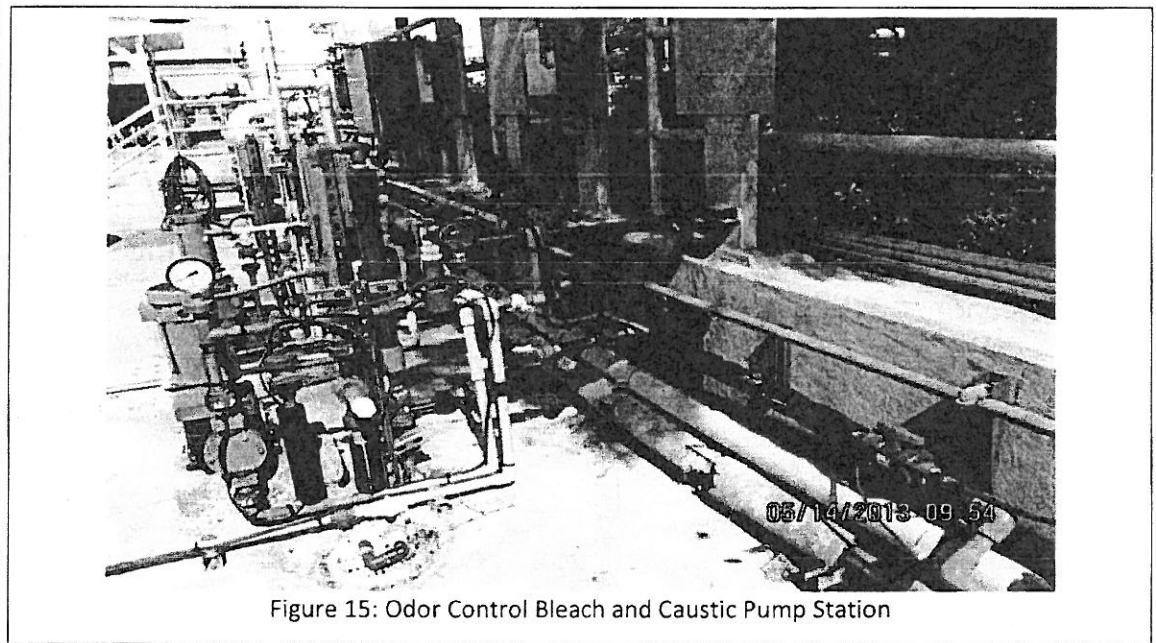
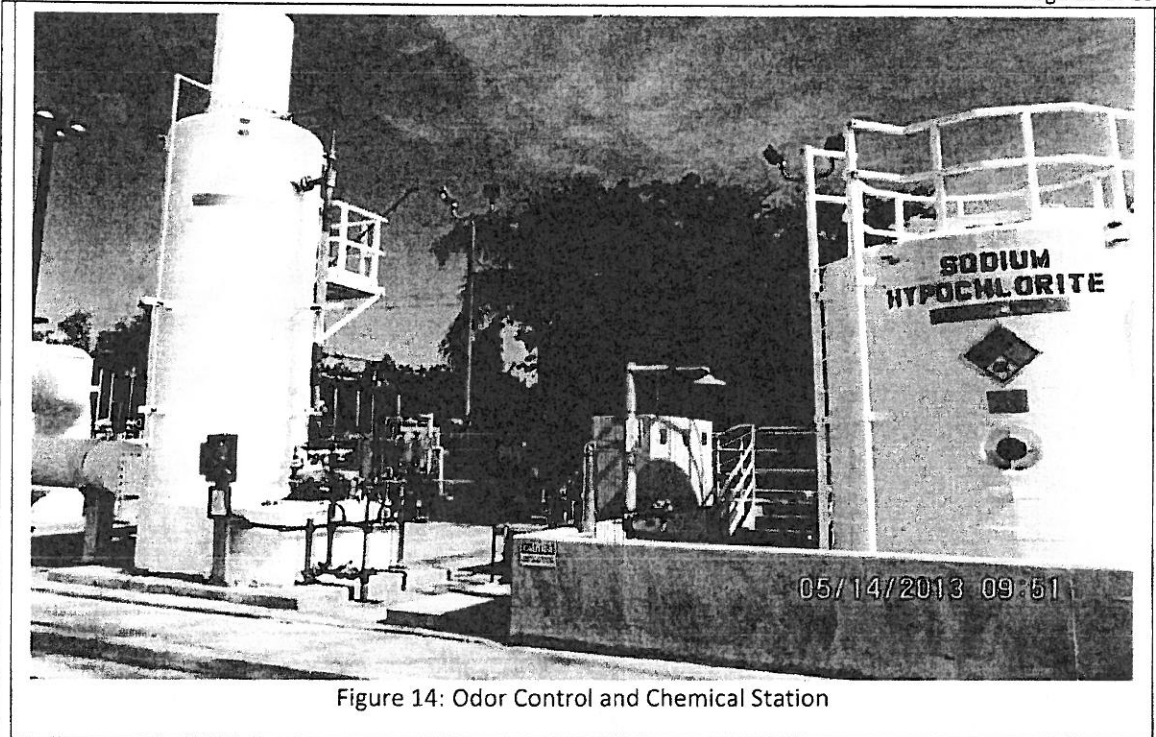


Figure 13: Headworks Structure (Facing West)



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**Addendum No. 1**  
**IEUA RP1 Prelim Treatment Rehab Project**

**Scope of Work Changes and Clarifications:**

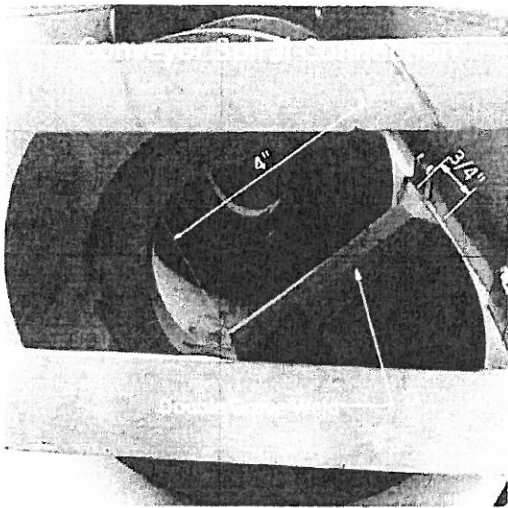
2.1 Headworks Structure Sliding Door Installation:

Add: Contractor to provide 3 foot minimum or wider door to accommodate size required to maneuver new conveyor into structure. Door material to be fiberglass or other appropriate corrosion resistant material. Finished door to fit tight, so as to minimize foul air from escaping the structure.

4.4 Conveyor and Compactor Equipment Installation

Change: Figure 4.3 and Drawing Number U320-10: the text "EXISTING CONVEYOR SECTION" under the 27'-4" dimension, is changed to read: "PROPOSED CONVEYOR SECTION".

Welding shaft less screw conveyor steel spiral. The Contractor is required to field weld the two steel spiral segments where the two conveyor sections join. The spiral segments have been shipped pre beveled and require double bevel welding per the attached conveyor manufacturer: Shaftless Spiral Welding Instructions. The Contractor shall use a curved protective sheet metal shield between the spiral and liner to prevent weld sparks and use care to prevent heat from damaging the UHMW plastic liner. The spiral shall be fitted, aligned, welded and ground in a straight line so the spiral is one continuous unit and operates without wobble.



#### 7.2.1 Headworks Building Exterior DCS Panel:

Add: The contractor to backfill and compact conduit trench, top 6" of backfill to be compacted crushed miscellaneous base. Pave trench with 3" minimum hot asphalt pavement.

#### 8.3.4 Bleach and Caustic Delivery System piping Replacement:

Add: Contractor to demolish and replace three existing concrete chemical dosage pump pads. Anchor bolts shall be stainless steel.

#### 8.3.13 Bleach and Caustic Delivery System Piping Replacement:

Add: 8.3.13 Contractor to replace existing corroded pipe brackets with stainless steel brackets. Shown on Figure 5.

9.1.4 Add: The Contractor to provide and install support for the CPVC valves, using Stainless steel unistrut, clamps and brackets.

#### **General Conditions and Project Assumptions:**

3. The word "Consultant" shall be changed to "Contractor".

8. Add: To minimize disruption to the preliminary treatment operations. The Contractor shall complete the sump, DCS and electrical work before removing the existing conveyor and compactor.





## **Shaftless Spiral Welding Instructions**

The shaftless spiral is manufactured of the highest quality steel especially designed for strength and dimensional stability. The shaftless screw is supplied in sections for field assembly by others.

The drive end section of the shaftless spiral is installed on the conveyor prior to shipment. This is done to verify proper drive alignment during testing.

The gearmotor should be mounted to the conveyor prior to welding the spiral segments together (refer to section supplied O&M for further details).

The following instructions for assembly must be carefully reviewed and performed in order for the conveyor to operate correctly:

- During welding, consideration must be given to the fact that the material can be adversely affected by excessive heat. Therefore, overheating during the assembly procedure must be avoided. Additionally, UHMW liners, if supplied, should be observed during welding to ensure overheating is not occurring.
- Electrode Type: AWS: A5.1/SFA5.1E7018, maximum diameter – 2.5mm, or equal. (ISO-normal E 51B1202H or DIN 1913 E 5153B10)
- Type of Joint: Double V-Groove

### Procedure:

1. Before welding, the two spirals must be exactly centered and fixed in the trough with the aid of two steel profiles.
2. Welding must be done alternately from both sides.
3. After welding, the joint should be smooth; especially at the peripheral surface to prevent wear of the trough liner.

**NOTE: AVOID OVERHEATING DURING THE WELDING PROCEDURE**

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*Addendum No. 2*

Invitation for Bid No. IFB-RH-15-001

Responses to prospective bidder questions:

**Electrical & DCS:**

1. Bid Item #5.3: New Sump Pump Power: The 480V panel board is located on the opposite (west) wall of the Headwork's Building.
2. Bid Item #4: Conveyor power supply: New conduit and wire is required from conveyor control unit to conveyor motor. Existing conduit is unusable.
3. Bid Item #7: DCS equipment and Fiber optic cable: The Fiber optic cable and other DCS equipment to be provided by Contractor, is specified on Table 7.1: DCS Scope of Work, Bill of materials.
4. Bid Item #7: DCS cable & conduit: The fiber optic cable length is approximately 700', proposer to verify length. The cable runs from inside the Control Building through existing conduit and two existing pull boxes; connects to the Headwork's Building then terminates inside Building N. Contractor to install conduit and cabinets on the Headwork's and Building N per SOW.
5. Bid item #5.3: Sump pump controls: The sump pump control connects to the compactor control cabinet.

**Headwork:**

1. Bid Item #1.5: Access Hatches: the Stainless Steel Access Hatches shall be 3/8" stainless steel.
2. Bid item #2: The new fiberglass access door shall match the existing fiberglass doors. The door shall cover the 3'-0" x 7'-0" opening cut to install new conveyor. An acceptable commercially available corrosive environment door may not be available, it is expected that the door will require custom fabrication. The door shall be fabricated from 5/16" minimum thickness fiberglass in a tub shape with 3" lip all around, finished door will be approximately 3'-6" x 7'-3". The door must be hung such that it is sturdy and easily operable. The contractor to propose sliding or hinged design. Reinforcement of existing fiberglass enclosure will be required, mechanical latch may be required. All hardware shall be stainless steel.
3. Bid Item #3: The Engineer estimates the fiberglass access hatches weigh approximately 125-150 lbs. each. Drawings D-6599-25, 26 & 27 are provided for reference. Note: the Influent Diversion Structure is not included in this SOW.
4. Bid Item #3: Channel Access Cover Clean & Coating: The fiberglass panels shall be cleaned and prepared per manufacturer's specifications; the fiberglass shall be sanded and/or scuffed with sandpaper or abrasive hand pads, before application of primer and top coat. The painting system shall be Rust-Oleum Sierra Water Based Urethane coating & Sierra S70 or S71 Water Based epoxy Primer, or equivalent.
5. Bid Item #6.1: Headworks Structure Interior Rehab: The Contractor shall clean and abrasive blast concrete floor in Headworks Building including the Conveyor and bar screen room floor. The epoxy floor coating shall be applied per manufacturer's specifications. The specified coating

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system is: General Polymers, Industrial Plant High Build Coating System. Repair any cracked and spalled concrete with Sika Quick 1000 Repair Mortar, or crack repair material specified by coating manufacturer.

6. Bid Item #6.2: Bar Screen Climber Frames: The Contractor to clean, prep and paint the Bar Screen Climber steel frames. The frames shall be steam cleaned, and degreased, all loose paint shall be removed, existing paint shall be sanded and scuffed or abrasive blasted. All rusted areas shall be abrasive blasted and treated with rust converter before application of primer. The bar screen climber mechanism shall be covered and protected from abrasive blast damage. The coating system shall be Rust-Oleum Sierra Water Based Epoxy System.

**Bleach and Polymer areas:**

1. Bid Item #8: The work is expected to take approximately 4 weeks.
2. Bid Item #8: Bleach Distribution: The two existing caustic pumps and piping are not included in this project
7. Bid Item#8.3.13 & 14: The Bleach Containment and Bleach Pump areas shown on Page 16 of the SOW: The inside of the containment wall shall also be coated, the specified areas shall be epoxy coated with General Polymers, Industrial Plant High Build Coating System. Prior to application of the coating the entire area to be coated shall be cleaned and abrasive blasted, remove any existing concrete splatter. Cracked and spalled concrete shall be ground flush and repaired with Sika Quick 1000 Repair Mortar, or crack repair material specified by coating manufacturer. Rusted baseplates of piping supports to be abrasive blasted, primed and coated with the epoxy floor coating.
8. Bid Item #9.1.5: Polymer Feed Station: The Polymer Feed Station has been previously replaced. The task is to replace the CPVC piping, valves and provide support for valves and replace electrical conduit.

**EXHIBIT B**

**CONTINGENCY RATES and BURDENS**



2014-2015

EFFECTIVE DATE 7/1/2014  
J F SHEA WAGE RATES  
NON OCIP Rates

[A]


	BENEFITS	TRADE	RATE	RT	OT	DT	Mark-Up
		<b>LABORERS</b>					
2	H&W \$6.81	Genl Laborer*	\$35.11	\$57.65	\$74.40	\$91.80	20%
	PENSION \$6.25	Guinea Hop	\$30.74	\$58.34	\$75.50	\$93.12	20%
	VACATION \$4.47	ATO	\$31.29	\$59.03	\$76.50	\$94.44	20%
	TRAINING \$0.64	Pipe Layer	\$32.84	\$60.96	\$79.33	\$98.15	20%
	CIA \$0.05	Powderman	\$29.18	\$61.40	\$79.97	\$98.99	20%
	CCTF \$0.25	Watchman	\$28.50	\$55.16	\$70.87	\$87.03	20%
	CAF \$0.29	Foreman* (1.75)	\$31.81	\$59.84	\$77.69	\$96.00	20%
	<b>TOTAL \$18.79</b>						
		<b>LABORERS-TUNNEL</b>					
	H&W \$6.81	GROUP I *	\$35.00	\$64.49	\$84.51	\$105.00	20%
	PENSION \$6.25	GROUP II	\$34.06	\$64.89	\$85.10	\$105.77	20%
	VACATION \$4.47	GROUP III	\$34.52	\$65.47	\$85.94	\$106.87	20%
	TRAINING \$0.64	GROUP IV	\$37.21	\$66.33	\$87.20	\$108.53	20%
	CIA \$0.05	WATCHMAN	\$27.80	\$54.69	\$70.22	\$86.21	20%
	CCTF \$0.25	Foreman* (1.75)	\$37.49	\$66.68	\$87.71	\$109.20	20%
	CAF \$0.19						
	<b>TOTAL \$18.69</b>						
		<b>LABORERS-GUNITE/SHOT</b>					
	H&W \$6.81	RODMAN & NOZZLEMEN***	\$31.79	\$64.57	\$84.52	\$104.46	20%
	PENSION \$6.80	CERTIFIED NOZZLEMEN***	\$30.79	\$65.82	\$86.34	\$106.86	20%
	VACATION \$4.64	GUNMAN	\$33.94	\$63.39	\$82.79	\$102.18	20%
	CCC \$0.15	REBOUNDMAN	\$33.50	\$58.96	\$76.33	\$93.70	20%
	<b>*** \$20.40</b>						
12		<b>LABORER-APPR 1-6</b>					
	H&W \$4.77	Lab Appr 1	\$19.80	\$31.88	\$41.07	\$50.58	20%
	PENSION \$1.25	Lab Appr 2	\$18.25	\$33.94	\$44.08	\$54.54	20%
	VACATION \$3.13	Lab Appr 3	\$19.91	\$36.01	\$47.10	\$58.52	20%
	TRAINING \$0.64	Lab Appr 4	\$23.23	\$40.17	\$53.16	\$66.47	20%
	CCC \$0.25	Lab Appr 5	\$26.55	\$44.32	\$59.21	\$74.43	20%
	INDUSTRY \$0.30	Lab Appr 6	\$20.21	\$46.39	\$62.24	\$78.41	20%
	<b>TOTAL \$10.34</b>						
22		<b>CARPENTERS</b>					
	H&W \$6.10	Carpenter*	\$39.30	\$64.47	\$86.65	\$109.18	20%
	PENSION \$4.16	Carpenter-Certified Welders	\$40.30	\$65.72	\$88.47	\$111.58	20%
	TRAINING \$0.47	Pile Butt	\$39.43	\$64.64	\$86.89	\$109.49	20%
	CONT.ADMIN \$0.07	Millwright	\$39.80	\$65.10	\$87.56	\$110.38	20%
	VACATION \$3.40	Foreman* (3.00)	\$42.30	\$68.22	\$92.12	\$116.37	20%
	IND.ADVANCE \$0.08						
	CCCC \$0.21	*Premium rate-Cert Welders add 1.0					
	<b>TOTAL \$14.48</b>						
32		<b>OPERATORS</b>					
	H&W \$11.20	GR A1*	\$38.87	\$73.21	\$95.18	\$117.46	20%
	PENSION \$8.55	GR A2	\$39.83	\$74.41	\$96.93	\$119.76	20%
	VACATION \$3.00	GR A3	\$40.12	\$74.77	\$97.46	\$120.46	20%
	JJRF \$0.80	GR A4	\$41.61	\$76.63	\$100.17	\$124.03	20%
	INDUSTRY \$0.08	GR A6 (Old GR 5)	\$41.83	\$76.91	\$100.57	\$124.55	20%
	ECCC \$0.15	GR A6 (Old GR 6)	\$41.94	\$77.04	\$100.77	\$124.82	20%
	CAF \$0.06	GR A10 (Old GR 7)	\$42.06	\$77.19	\$100.99	\$125.10	20%
	ADR \$0.02	GR A12 (Old GR 8)	\$42.23	\$77.41	\$101.30	\$125.51	20%
		GR A15 (Push Pull)	\$42.44	\$77.67	\$101.69	\$126.02	20%
		GR B2 Trk Crn Oiler	\$41.18	\$76.09	\$99.39	\$123.00	20%
		GR B8 Crane to 25T	\$42.23	\$77.41	\$101.30	\$125.51	20%
		GR B9 Crane to 50T	\$42.40	\$77.62	\$101.61	\$125.92	20%
		GR B10 Crane to 100T	\$43.40	\$78.87	\$103.44	\$128.32	20%
		GR B11 Crane to 200T	\$44.40	\$80.12	\$105.26	\$130.71	20%
		GR B12 Crane to 300T	\$45.40	\$81.37	\$107.08	\$133.11	20%
		Foreman* (2.00)	\$40.87	\$75.71	\$98.82	\$122.25	20%
	<b>TOTAL \$23.86</b>						
42		<b>TEAMSTERS</b>					
	H&W \$14.92	Team 2 Axle*	\$28.14	\$60.45	\$76.30	\$92.43	20%
	PENSION \$5.00	Team 3 Axle	\$28.27	\$60.61	\$76.53	\$92.74	20%
	VACATION \$2.70	Team 4 Axle	\$28.46	\$60.86	\$76.88	\$93.20	20%
	TRAINING \$1.52	Water Truck 2 Axle	\$28.27	\$60.61	\$76.53	\$92.74	20%
	AIF \$0.08	Dump Truck Less than 16 yds	\$28.27	\$60.61	\$76.53	\$92.74	20%
	CAF \$0.07	Working Teamster	\$28.49	\$62.32	\$79.03	\$96.02	20%
	APR&CCC \$0.30	Foreman* (1.50)	\$29.64				
	<b>TOTAL \$24.59</b>						
52		<b>CEMENT MASON</b>					
	H&W \$7.27	Cement Mason*	\$31.85	\$65.56	\$83.19	\$101.44	20%
	VACATION \$6.07	Foreman* (3.00)	\$34.05	\$69.31	\$88.66	\$108.63	20%
	PENSION \$5.79						
	CONTRIBUTION \$1.85						
	TRAINING \$0.55						
	INDUSTRY \$0.20						
	CAF \$0.15						
	<b>TOTAL \$21.88</b>						

## Materials Handling Burden Percentage Statement

The materials handling burden percentage that will be applied per Section 4 – Forms, Page 4-1, will be applied as follows:

Materials = Actual cost + 15% mark-up

Equipment shall be marked-up according to current Cal Trans force account rates



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Roy A. Valadez, Assistant Secretary  
J.F. Shea Construction, Inc.



**CONTRACT NUMBER: 4600001842**

**FOR**

**RP-1 By-Pass Equipment Rental Project**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 Sunbelt Equipment Rentals, Inc. with offices in La Mirada, California (hereinafter referred to as "Contractor"), for provision of by-pass equipment rental services.

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

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

Project Manager: Francis Concemino  
Address: 2262 Walnut St.  
Ontario, California 91761  
Telephone: (909) 993-1459  
Facsimile: (909) 673-0902  
Email: fconcemino@ieua.org

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

Contractor Representative: April Galindo  
Address: 14861 Artesia Blvd.  
La Mirada, California 90638  
Telephone: (909) 917-9081  
Facsimile: (714) 923-1891  
Email: april.galindo@sunbeltrental.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract No. 4600001842.
2. Contract No. 4600001842 General Terms and Conditions, including Exhibit A Scope Statement which appears at the end of this document.
3. Request for Proposal No. RFP-RH-14-079, including Addendums No.1 & No. 2

4. Contractor's Proposal, dated January 20, 2015 as clarified by Contract's submitted response to Buyer's Request for Bid Clarification Proposal No. RFP-RH-14-079.

4. SCOPE OF WORK AND SERVICES: Contractor's services and responsibilities shall be in accordance with Exhibit A - Scope Statement which appears at the end of this document.

Note: Agency will be supplying all fuel needed for the operation of the by-pass system equipment. Fuel for crane and 12k reach fork-lift excluded.

5. TERM: The term of this Contract shall extend from the date of its bi-lateral execution and terminate on December 31, 2016, unless an extension is subsequently agreed to by both parties, reduced to writing, and amended to this Contract.

6. PAYMENT, INVOICING AND COMPENSATION: The Contractor shall submit one lump sum invoice, valued at or below the total not-to-exceed price established for this Contract, upon completion of all required work / services required under this Contract. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Contractor's invoice shall be formulated consistent with the following rate schedule:

Mobilization of required equipment/supplies/personnel:	\$13,350.00
Crane service:	\$ 2,500.00
12k reach folk-lift service:	\$ 1,260.00
By-pass system set-up/successful start-up	\$26,302.50
By-pass system tear-down:	\$10,521.00
Demobilization of all equipment/supplies/personnel:	\$13,350.00
Daily rental rate for entire by-pass system (includes taxes)	\$21,492.00
Weekly rental rate for entire by-pass system (includes taxes)	\$38,880.00
Equipment operator/repair mechanic (to be provided as directed):	
Standard hourly rate:	\$ 85.00
Overtime hourly rate:	\$ 127.50
Double time hourly rate:	\$ 170.00
8 hour shift rate:	\$ 680.00
12 hour shift rate:	\$ 1,190.00
 Total not-to-exceed budget for potential 14 day system rental:	 \$ 178,363.50

Contractor's invoice may be mailed as follows: Inland Empire Utilities Agency  
Attention: Accounts Payable Dept.  
P.O. Box 9020  
Chino Hills, CA 91709

Or via e-mail submittal addressed to: APGroup@ieua.org



Concurrent with submittal of each original invoice to the Agency's Accounts Payable Department, the Contractor shall e-mail a copy of said invoice to the Agency's designated Project Manager identified on page 1 of this Contract.

As compensation for the equipment and services provided under this Contract, Agency shall pay Contractor on a **fixed unit rate basis**, a **total price not-to-exceed \$178,363.50** for all equipment, materials and services satisfactorily provided hereunder.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
8. FITNESS FOR DUTY:
  - A. Fitness: Contractor 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 Contractor shall maintain at its sole expense, the following insurance.
  - A. Minimum Scope of Insurance:
    1. General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.
    2. Automobile Liability: \$ 300,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
    3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

- 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 policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

Roger Hughbanks, Contracts Administrator  
Inland Empire Utilities Agency (via)  
E-mail address: rhughbanks@ieua.org

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- B. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- D. Grant Funded Projects: (Not applicable).
- E. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 Contractor'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, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason 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.



H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of

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

4. **Joinder in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
1. **Workers' Legal Status:** For performance against this Contract, Supplier 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.
11. **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.
12. **SAFETY AND PROTECTION:**
  - A. **Precautions and Programs:**
    1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work or the activities of its employees, subcontractors and suppliers at the work site.
    2. The Contractor and all its subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 C.F.R.

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time (duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages (if) defined elsewhere in this Contract.
    3. The Contractor and all its subcontractors shall comply with the provisions of the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in Title 29, C.F.R. Where an individual state act related to occupational safety and health standards has been approved by a federal authority, then the provisions of said state act shall control.

4. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control and direction to prevent damage, injury or loss to:
  - a. All employees performing the work or on the work site and other persons and organizations who may be effected thereby;
  - b. All the work, and materials and equipment to be incorporated therein, whether in storage on or off the work site; and
  - c. All other property at the work site.
5. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
  - a. Proof of training on confined spaced space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.

This regulation also requires the following to be submitted to IEUA for approval prior to entry of a confined space:

- b. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
  6. The Contractor must also submit a copy of their Safety Program or IIPP for approval by the IEUA Safety and Risk Department prior to the start of the project at the work site.
13. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
14. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the 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. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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



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

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

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

Contractor: Eric Eaton  
Sales Development Manager  
Sunbelt Equipment Rentals, Inc.  
14861 Artesia Blvd.  
La Mirada, California 90638

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

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

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

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

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

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

**INLAND EMPIRE UTILITIES AGENCY:**

**SUNBELT EQUIPMENT RENTALS, Inc.:**

\_\_\_\_\_  
P. Joseph Grindstaff (Date)  
General Manager

\_\_\_\_\_  
Eric Eaton (Date)  
Sales Development Manager

**EXHIBIT A**

**SCOPE STATEMENT**



## Scope Statement

**Project Name:** RP-1 Headworks Rehabilitation  
**Department:** Maintenance  
**Requestor:** Francis Concemino  
**Project Manager:** Francis Concemino  
**Date:** 9-16-14

**Prepared By:**

Document Owner(s)	Project/Organization Role
Rocky Welborn	Technical Supporter

**Project Closure Report Version Control**

Version	Date	Author	Change Description
1	9-16-14	R. Welborn	Created document.



<b>Agency Location:</b> <input checked="" type="checkbox"/> RP-1 <input type="checkbox"/> RP-2 <input type="checkbox"/> RP-4 <input type="checkbox"/> RP-5 <input type="checkbox"/> CCWRF <input type="checkbox"/> IERCF <input type="checkbox"/> ALL <input type="checkbox"/> Desalter <input type="checkbox"/> Recycled Water <input type="checkbox"/> Ground Water <input type="checkbox"/> Collection System
<b>Problem Location:</b> <input type="checkbox"/> Above Ground Level <input checked="" type="checkbox"/> Ground Level <input checked="" type="checkbox"/> Below Ground Level
<b>Involved Systems:</b> <input checked="" type="checkbox"/> Primary <input type="checkbox"/> Secondary <input type="checkbox"/> Tertiary <input type="checkbox"/> RW <input type="checkbox"/> Solids <input checked="" type="checkbox"/> Other (specify below): Preliminary after bar screens
<b>Safety Issues:</b> <input checked="" type="checkbox"/> Confined Space: Permit <input type="checkbox"/> Confined Space: Non-Permit <input checked="" type="checkbox"/> Hazard Material <input type="checkbox"/> Trench Shoring <input type="checkbox"/> Electrical Voltage <input type="checkbox"/> Explosive Gas <input checked="" type="checkbox"/> Water Depth <input type="checkbox"/> Other (specify below):
<b>Primary Material:</b> <input type="checkbox"/> Concrete <input type="checkbox"/> Steel <input type="checkbox"/> Communication Wire <input type="checkbox"/> Fiber Optic <input type="checkbox"/> Electrical Wire <input type="checkbox"/> Voltage <input type="checkbox"/> Pipe ~ Diameters & Valves: <input checked="" type="checkbox"/> Other (specify below): Bypass pumping/equipment rental
<b>Secondary Material:</b> <input type="checkbox"/> Soil <input type="checkbox"/> Asphalt <input type="checkbox"/> Wood <input type="checkbox"/> Paint <input type="checkbox"/> Special Coating <input type="checkbox"/> Signage <input type="checkbox"/> Fill Material ~ Spec: <input type="checkbox"/> Other (specify below):

**Special Equipment Needed:**

Traffic Control   Crane   Non Spark Tools   Ladder   Tripods

Other (specify below): Pumps, generator, fuel containers, piping and valving

**System Components:**

Motors:

Pumps: The contractor is expected to provide temporary bypass pumping for treatment flows immediately after the bar screens and deliver the flows to the individual plant three clarifiers. The expected flows are diurnal ranging from 7 MGD to 50 MGD with a daily average flow of 28 MGD. The System shall have full redundancy, meaning the system shall have the ability to pump at all anticipated flow throughout the anticipated flow range at variable speed and have a secondary standby system if the primary system were to fail. The pumps should be capable of passing debris up to 4 inches

Valves: The contractor shall provide the necessary valves to accommodate the redundant pumping system and allow for the discharge of the pumping system to be diverted to 6 primary clarifier influents with isolation valves at each clarifier.

Electrical Control Elements: The contractor shall provide a control system that allows for the pumps to operate in a variable fashion to maintain a field identified level in the suction channel with a high high level that will alarm and call additional pumps to run.

Water Flow Elements: The Contractor shall provide flow meters that will provide alarm to a contractor supplied 24 hour pump operator, supplied by the contractor.

Generators: Generators shall be supplied to power all the necessary components of the pumping system (i.e. the control system, lighting, etc.). The generator shall have a backup and automatic startup if the first generator were to fail to limit any service interruption that could potentially lead to a spill of raw sewage. If the pumps supplied are electric powered by a generator, a redundant generator must be provided for the full load.

Other: (Piping, Appurtenances, and Fueling) (specify below): The contractor shall also provide all temporary piping and appurtenances to deliver the pumped flow from the convergence channel in the Preliminary section of the Treatment Plant and deliver the flows to the 6 primary clarifiers. The distance from the suction point to the final discharge clarifier is expected to be 500 feet but may vary 10% depending on the selected route.

**Project Justification** (Must include the “who, where” and “why” of the request).

The Agency has identified the Aerated Grit Chamber (AGC), headwork’s channels and underground primary influent pipelines as needing condition assessment to facilitate for the Agencies long term maintenance program. Due to the complexity of the treatment system and limited redundancies, some portions of the plant are inaccessible during normal operations and bypass pumping is needed.

**Project Product/Service** (Must include type, frequency, size, materials, etc.).

The contractor will setup, monitor, operate, train staff on operations and removal rental equipment required for the bypassing of the RP-1 AGC and Preliminary Effluent underground piping. The expected duration is 1 week. There may be a need for the extension of the duration for which the contractor should provide a daily rental rate that can be used for calculating additional days of work.

The Agency's on call Corrosion Specialist will provide the necessary camera and inspection services during the time the bypass is in operation.

The contractor shall also provide a cost for 24 hour manned operations of the pumps in the event there were failures of the pumping system.

**Project Deliverables/Schedule** (Must include delivery dates, timelines, etc.).

The Contractor shall provide a bypass pumping plan that identifies the number, type and rating for all pumps provided for review and approval by the Agency.  
The Contractor shall provide all rental equipment required to accomplish the bypass operations and install them as necessary.

**Project Objective** (Must include final results needed).

The bypass operations will divert flows around the areas of interest for the condition assessment for the complete duration of the work.

**Assumptions/Limitations** (Must include any restrictions).

Access to the site and areas for the setup of pumps are limited. The pumps must rest several feet away from suction piping location.

The pumped flows is raw sewage that has been screened by bar screens with 5/8 inch openings.

Due to the highly unique nature of RP-1 a site visit is highly recommended and Agency Staff can review the anticipated bypassing system.

It is assumed that diesel driven pumps will be used for this project, however if electric pumps with generators are proposed they will be considered if they meet the necessary redundancy requirements.

Project Scope Statement

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**Overall Project Priority:**

Urgent/Critical    Planned Activities    Non-Critical

**Additional Comments:**

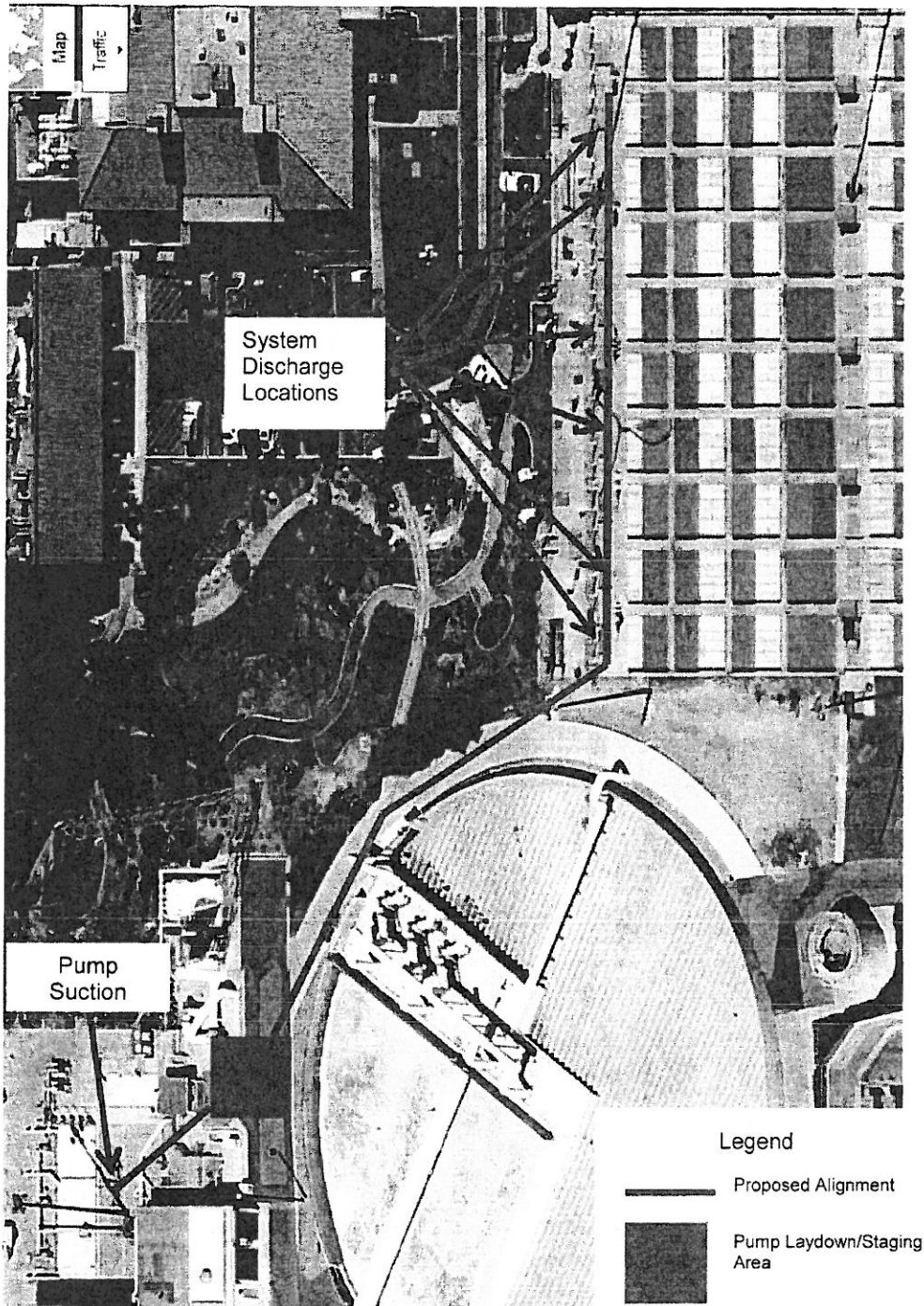
See attached drawings and images for a graphical representation of the proposed bypass pumping.

**Approved By:** \_\_\_\_\_

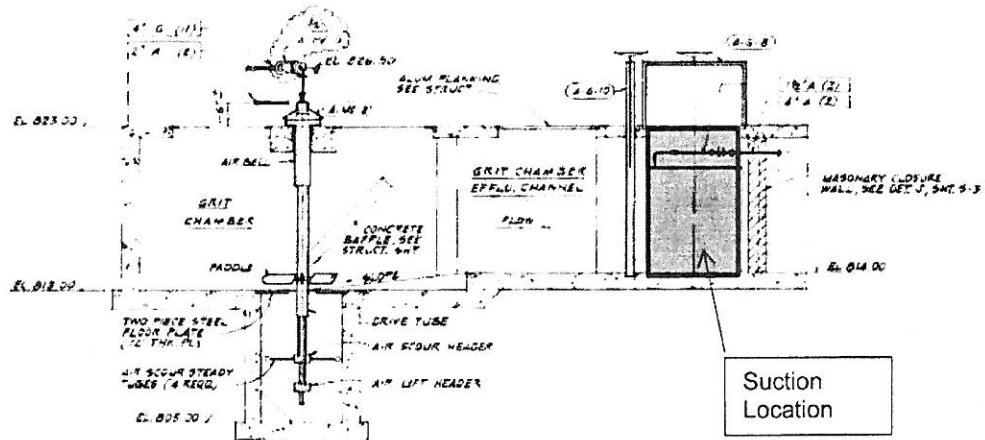
**Project Manager :** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_



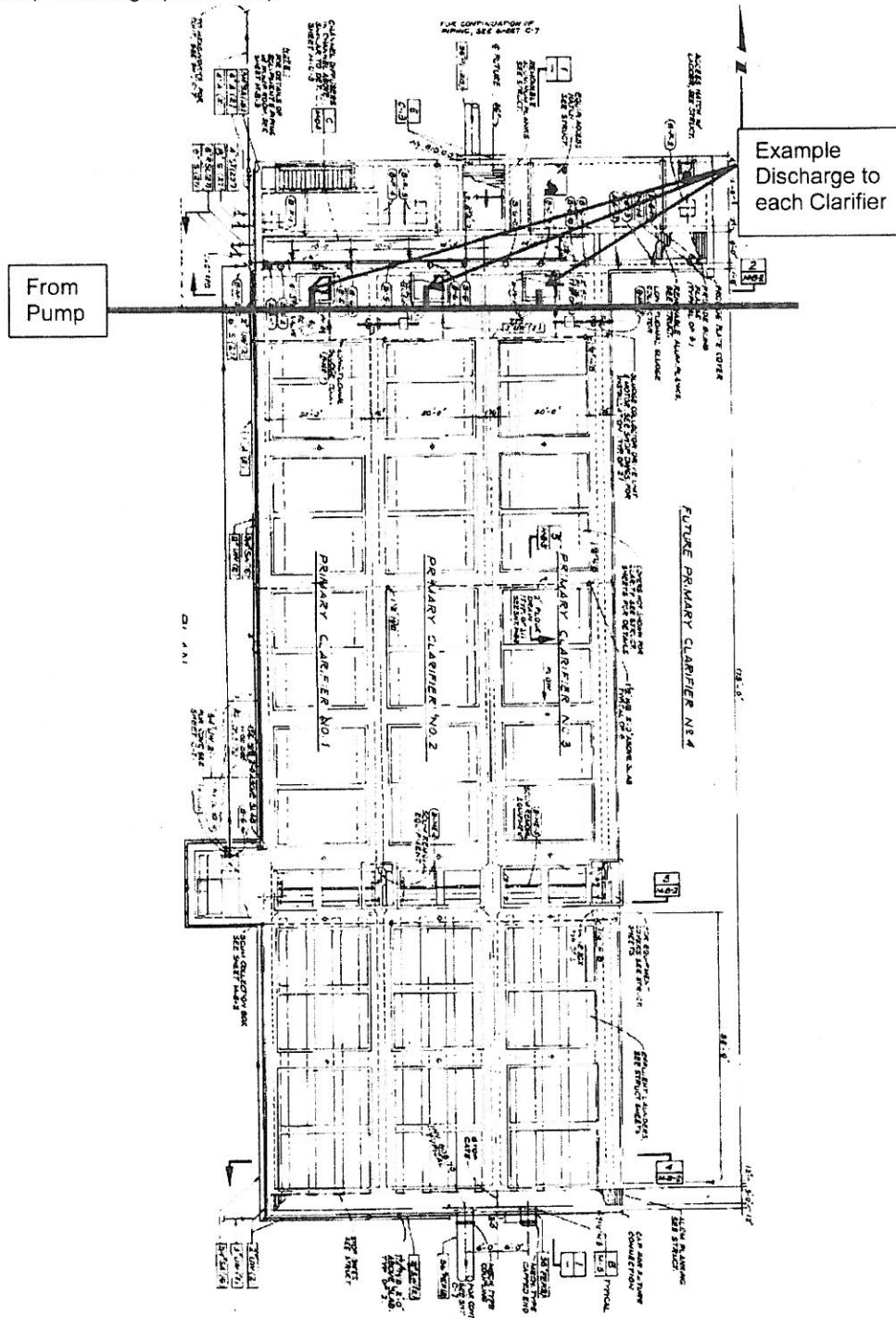
Pictures and Images:



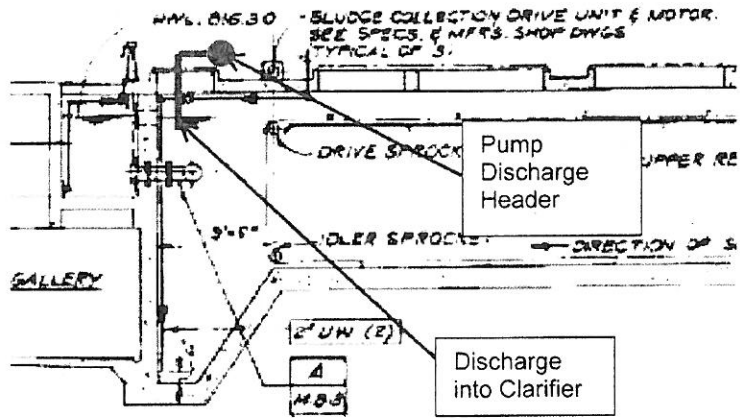
Pump Suction Channel: (Section View)



Pump Discharge (Plan View):



Pump Discharge (Section View):





Addendum to RP-1 Headworks Rehabilitation

Replace :

Scope Statement: System Components: Pumps with the following:

"...

Pumps: The contractor is expected to provide temporary bypass pumping for treatment flows immediately after the bar screens and deliver the flows to the individual plant three clarifiers. The expected flows are diurnal ranging from 7 MGD to 50 MGD with a daily average flow of 28 MGD. The System shall have full redundancy, meaning the system shall have the ability to pump at all anticipated flow throughout the anticipated flow range at variable speed and have a secondary standby system if the primary system were to fail. The pumps should be capable of passing debris up to 4 inches

..."

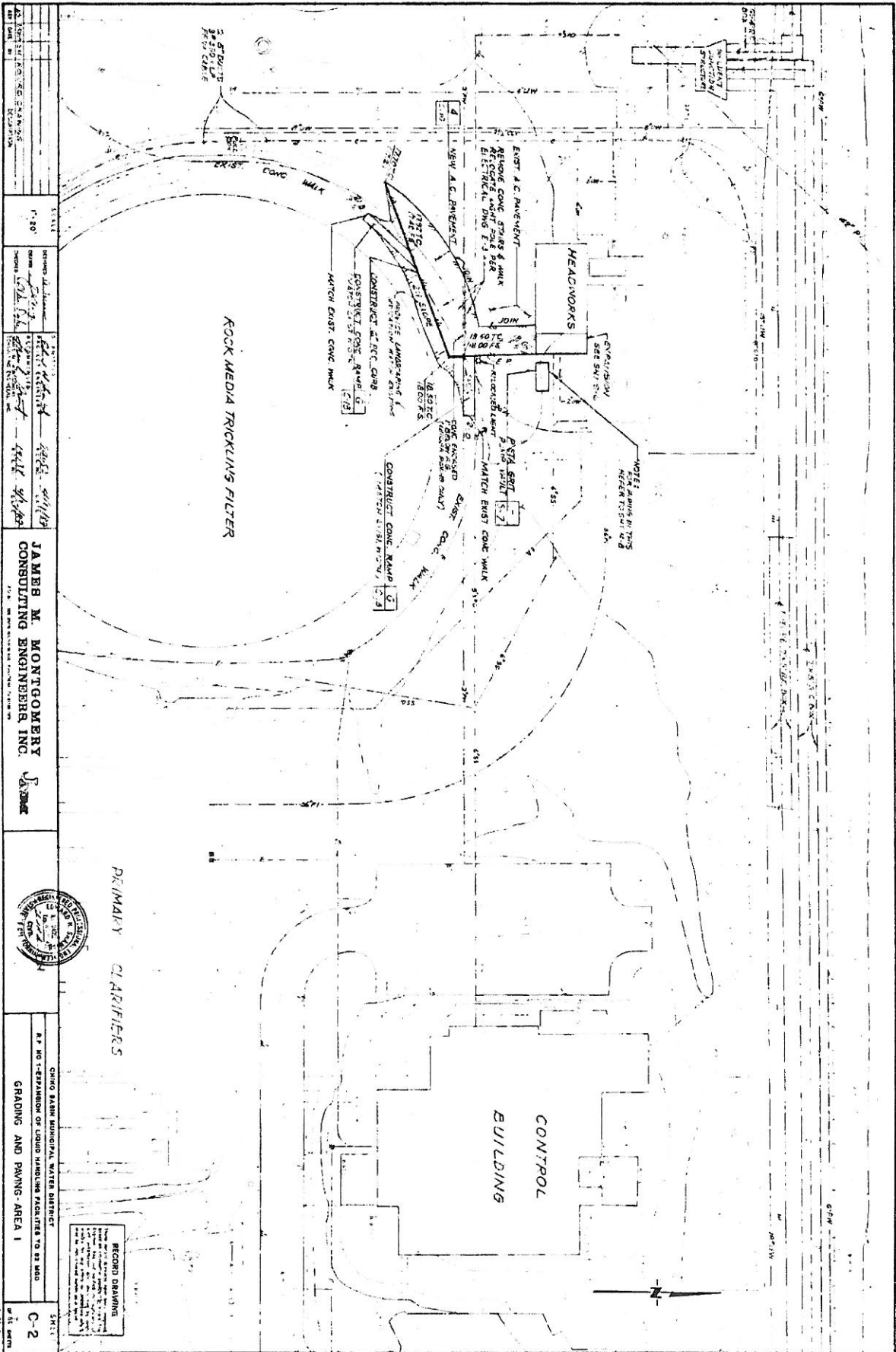
with

"...

Pumps: The contractor is expected to provide temporary bypass pumping for treatment flows immediately after the bar screens and deliver the flows to the individual plant three clarifiers. The expected flows are diurnal ranging from 7 MGD to 50 MGD with a daily average flow of 28 MGD. The System shall have full redundancy, meaning the system shall have the ability to pump at all anticipated flow throughout the anticipated flow range at variable speed and have a secondary standby system if the primary system were to fail. The pumps should be capable of passing debris up to 4 inches.

Redundancy is defined as one backup pump for each size of service pump that is readily available to provide the necessary capacity. The backup pumps should be hard piped to the system for immediate line-up and integrated into the control system.

..."



DATE: 11/20/80	SCALE: 1"=30'	PROJECT: CHINA BARN MUNICIPAL WATER DISTRICT	SHEET: C-2
DRAWN BY: [Signature]	CHECKED BY: [Signature]	NO. 1 - EXPANSION OF LIQUID HANDLING FACILITIES TO 22 MGD	OF 15 SHEETS
DATE: 11/20/80	SCALE: 1"=30'	PROJECT: CHINA BARN MUNICIPAL WATER DISTRICT	SHEET: C-2
DRAWN BY: [Signature]	CHECKED BY: [Signature]	NO. 1 - EXPANSION OF LIQUID HANDLING FACILITIES TO 22 MGD	OF 15 SHEETS
<b>JAMES M. MONTGOMERY</b> CONSULTING ENGINEERS, INC.			
CHINA BARN MUNICIPAL WATER DISTRICT GRADING AND PAVING - AREA 1			
RECORD DRAWING <small>This drawing is to be used for record only. It is not to be used for construction. All construction shall be in accordance with the approved construction documents.</small>			

