



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

**WEDNESDAY, MAY 13, 2015
11:00 A.M.**

*Or immediately following the
Engineering, Operations, and Biosolids Management
Committee Meeting*

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Finance, Legal, and Administration Committee meeting minutes of April 8, 2015.

B. TREASURER'S REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Committee/Board approve the total disbursements for the month of March 2015 in the amount of \$12,608,608.36.

C. ADOPTION OF RESOLUTIONS FOR RATES/FEEES FOR FISCAL YEARS 2015/16 - 2019/20, AND REVIEW OF PROPOSED BIENNIAL BUDGET FOR FISCAL YEARS 2015/16 AND 2016/17

It is recommended that the Committee/Board:

1. Adopt rate Resolution Nos. 2015-5-4 through 2015-5-7, 2015-5-9, and 2015-5-10 for the Regional Wastewater Operations and Maintenance (RO) fund, Regional Wastewater Capital Improvement (RC) fund, Recycled Water (WC) fund, Water Resources (WW) fund; and
2. Adopt rate Resolution Nos. 2015-5-11 and 2015-5-12, for Fiscal Year (FY) 2015/16 equipment rental rates and laboratory fees.

D. ADOPTION OF RESOLUTION NO. 2015-5-1, PROCEDURES FOR RECORDS RETENTION, DESTRUCTION, AND AMENDMENT OF THE RECORDS RETENTION SCHEDULES

It is recommended that the Committee/Board adopt Resolution No. 2015-5-1, pertaining to the procedures for records retention, destruction, and amendment of the records retention schedules.

E. CONSULTING ENGINEERING SERVICES CONTRACT AWARD FOR THE NEW WATER QUALITY LABORATORY

It is recommended that the Committee/Board

1. Approve the consulting engineering services contract award to The Austin Company for the New Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$1,273,900;
2. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$100,000; and
3. Authorize the General Manager to execute the budget appropriation and contract.

F. SANTA ANA RIVER CONJUNCTIVE USE PROGRAM

It is recommended that the Committee/Board:

1. Approve the Foundational Principles of the Santa Ana River Watermaster Action Team;
2. Approve the final draft Memorandum of Understanding (MOU) for the Santa Ana River Watershed-Scale Conjunctive Use Program (SARCUP);
3. Authorize the General Manager to make non-substantive changes and execute the final MOU; and

4. Approve, in concept, the submission of a grant application for \$60-million in funding from SAWPA and DWR for projects totaling \$125-million.

G. AGENCY-WIDE CONTRACT SERVICES FOR THE REPAIR, REBUILD, OR REFURBISHMENT OF ROTATING MACHINERY

It is recommended that the Committee/Board:

1. Approve the award of Contract No. 4600001868 to Superior Electric Motor Service, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$240,000 over a three-year period with a one-year option to extend;
2. Approve the award of Contract No. 4600001864 to Vaughn's Industrial Repair, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$240,000 over a three-year period with a one-year option to extend; and
3. Authorize the General Manager to execute the contracts.

H. AGENCY-WIDE ELECTRICAL TRANSFORMER TESTING SERVICE CONTRACT

It is recommended that the Committee/Board:

1. Award Contract No. 4600001860 to Transformer Testing and Repairs, Inc. for the provision of testing and analyzing Agency-wide electrical power transformers for a five-year term for the not-to-exceed amount of \$147,675; and
2. Authorize the General Manager to execute the contract.

I. CONTRACT AMENDMENT TO POLYDYNE INC.

It is recommended that the Committee/Board:

1. Approve the Contract Amendment No. 4600000676-005 to Polydyne Inc., extending the contract for one year to supply Flosperse 30S at a fixed unit price of \$0.919/pound, including sales tax and delivery; and
2. Authorize the General Manager to execute the amendment.

2. INFORMATION ITEMS

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

- B. FY 2015/16 PROPOSED BUDGET FOR INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY (WRITTEN)
- C. ORDINANCE NO. 103, ESTABLISHING WATER CONNECTION FEES, CLASSES OF WATER SERVICE AND REGULATING THE SALE AND DELIVERY OF IMPORTED WATER (WRITTEN)
- 3. GENERAL MANAGER'S COMMENTS
- 4. COMMITTEE MEMBER COMMENTS
- 5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS
- 6. ADJOURN

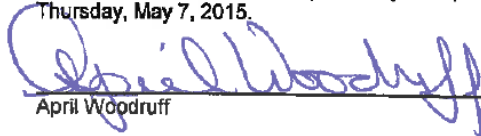
*A Municipal Water District

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

DECLARATION OF POSTING

Proofed by: _____

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, May 7, 2015.



April Woodruff

**ACTION
ITEM**

1D



Date: May 20, 2015

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (05/13/15)

From: *for* P. Joseph Grindstaff
General Manager *WJG*

Submitted by: Christina Valencia *WJG*
Chief Financial Officer/Assistant General Manager

Warren T. Green *WJG*
Manager of Contracts and Facilities Services

Subject: Adoption of Resolution No. 2015-5-1, Procedures for Records Retention, Destruction, and Amendment of the Records Retention Schedules

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution 2015-5-1, procedures for records retention, destruction, and amendment of the records retention schedules.

BACKGROUND

In accordance with Government Code (Sections 60200-60204), the Board of Directors is required to adopt, by resolution, a record retention schedule that classifies all of the Agency's records by category, and establishes a protocol for the destruction or disposition of certain records. The minimum retention period is detailed in the attached amended Records Retention Schedules (Exhibit "A").

Pursuant to the resolution, any proposed changes to Agency records retention schedules require approval by the Board of Directors prior to implementation. Prior to the proposed Board action, the changes are reviewed and accepted by the respective Department Manager, Executive Manager, General Manager, and Legal Counsel. Each retention schedule is maintained to ensure compliance with all applicable legal requirements. The amended Records Retention Schedules are submitted to the Board of Directors for approval and include the following:

1. A list of each department and corresponding records series that were added, deleted, or changed, and are included on the "Request for Amendment to Records Retention Schedule" forms.

2. Requests for amendment to the current and revised records retention schedule for the following departments, including department title changes:

- Accounting and Fiscal Management
- Agency Management
- Board of Directors
- Business Information Services
- Contracts and Facilities Services (*formerly Contracts and Procurement*)
- Engineering and Construction Management
- External Affairs
- Financial Planning
- Human Resources
- Internal Audit
- Laboratory
- Maintenance
- Operations
- Planning and Environmental Compliance
- Pretreatment and Source Control
- Safety, Risk and Support Services
- Technical Services

IEUA staff will implement the amended Records Retention Schedules following Board approval.

PRIOR BOARD ACTION

On February 20, 2013, the Board adopted Resolution No. 2013-2-1, pertaining to the procedures for records retention, distribution, and amendment of records retention schedules. The Board also approved amendments to the Records Retention Schedules.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2015-5-1

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, PERTAINING TO THE PROCEDURES FOR RECORDS RETENTION, DESTRUCTION, AND AMENDMENT OF THE RECORDS RETENTION SCHEDULES

WHEREAS, it is necessary to establish procedures for the destruction of obsolete records to facilitate the orderly handling of business by the Inland Empire Utilities Agency; and

WHEREAS, pursuant to Sections 60200 through 60204 of the Government Code, this Board of Directors may adopt regulations authorizing the destruction of certain records available under certain conditions; and

WHEREAS, it is desirable and appropriate to authorize the destruction of records on a routine basis that have been retained for periods of time not less than those required by law, that are copies of originals on file with the Agency, or that have been microfilmed or imaged.

NOW, THEREFORE, the Board of Directors of Inland Empire Utilities Agency* does hereby **RESOLVE, DETERMINE, AND ORDER** as follows:

Section 1. Authorization for Destruction of Records:

The destruction of certain records, papers, and documents is hereby authorized pursuant to Government Code Sections 60200 et. sec., after such records have been retained for the minimum time set forth in Records Retention Schedules (Exhibit "A"), attached hereto and incorporated herein by this reference.

Section 2. Destruction of Records after Imaging:

Any record not expressly required by law to be filed and preserved for a period of time may be destroyed after it is imaged in conformance with the requirements of Government Code Section 60203.

Section 3. Destruction of Duplicates:

Pursuant to Government Code Section 60200, any duplicate records, paper, or document, the original or a permanent photographic copy of which is in the files of any office or department of the Agency, may be destroyed after confirmation by the Agency Records Coordinator that such original or permanent photographic copy remains on file in the Agency.

Section 4. Amendments to Retention Schedule:

Records retention schedules must be changed whenever one of the following conditions arises:

A record series is created or deleted

A record series description changes

The retention period of a record series changes

The office responsible for an original record changes

A record series not previously designated is changed to confidential, historical or vital

The Agency's organization changes

Section 5. Retention of Records Not Mentioned:

All records, papers, and documents not mentioned in this Resolution shall be retained indefinitely.

Section 6. Authority to Sign

The current adopted records retention resolution grants authority to the Board Secretary/Office Manager to sign all Records Retention Schedules and Amendments to Records Retention Schedules.

Section 7. Rescission of Conflicting Resolutions:

Upon adoption of this resolution, Resolution No. 2013-2-1 is hereby rescinded in its entirety.

Adopted this 20th day of May, 2015.

Terry Catlin

President of the Inland Empire Utilities Agency*
and the Board of Directors thereof

ATTEST:

Steven J. Elie

Secretary of the Inland Empire Utilities Agency*
and the Board of Directors thereof

*A Municipal Water District

RECORDS RETENTION SCHEDULE
Accounting and Fiscal Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Transfer to RM					
				Originals Destroyed (Total Years)	Vital				
6	CANCELLED CHECK FILES Bank Statements Cancelled Checks	2	2	4			X	26 CFR 31.6001-1(e)(2) - 4 years	
7	TRANSACTION DETAIL BY ACCOUNT For General Ledger For Job Ledger	5	Scanned (P)	AS	X		X	GC §60201 - Permanent	
10	FIXED ASSETS FILES Asset Listings and Support Project Closure	4		4			X	CCP §337 - 4 years Review originals prior to destruction.	
11	GENERAL LEDGER/ACCOUNT ANALYSIS Bank Reconciliation Chart of Accounts Cost Ledgers Individual Account Analysis Pay Estimate Analysis Trial Balances W/P Reconciliation	5	Scanned (P)	AS	X		X	GC §60201 (d)(10) - Permanent	
13	JOURNAL VOUCHERS/ENTRIES Journal Vouchers Recurring Journal Entries	2	8	10			X	GC §60201 - 2 years	
14	PAYROLL PERSONNEL FILES Payroll History Timecards Tax Forms W-2 and 1099	2	5	7		X	X	GC §60201 (d)(12)-7 years 29 USC §211 (c)-5 years 29 USC §436 - 5 years	

LEGEND

RETENTION: A = ACTIVE AS = AFTER SCANNING N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP= CODE OF CIVIL PROCEDURES CFR= CODE OF FEDERAL REGULATIONS GC= GOVERNMENT CODE USC= UNITED STATES CODE

RECORDS RETENTION SCHEDULE
Accounting and Fiscal Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Transfer to RM					
			Storage	Originals Destroyed (Total Years)				
15	PAYROLL REPORTS Contribution Reports Detailed Payroll Earnings Director's Payroll Reports ICMA-Deferred Compensation Paycheck Stubs (copies) Payroll Check Run Control Reports Payroll Deductions PC Loans Prelist Report	1	6	7	X	X	GC §60201 (d)(12)-7 years 26 CFR 31.6001-1(e)(2)-4 years 29 USC §436 - 5 years	
16	STORES INVENTORY FILES - Warehouse Annual Reconciliation of Inventory	6		6			GC §60201 - 2 years	
17	TAX ASSESSMENT & COLLECTIONS	P	Scanned (P)				CCP §338 - 3 years	
21	ANNUAL REPORTS Actual vs. Budget Reports	2		2		X	GC §60201 - 2 years	
26	REPORTS - Financial/State Comprehensive Annual Financial Report (CAFR) State Controllers Report Calif. State Mandated Filing	P	Scanned (P)	N/A		X	GC §60201 (d)(10) - Permanent	
37	RDA TAX BILLINGS WORKPAPERS	P	Scanned (P)	N/A			GC §60201 (d)(10) - Permanent	
38	AUDIT WORKPAPERS Auditors Trial Balance	10	Scanned (P)	N/A			GC §60201 (d)(10) - Permanent	
40	TAXPAYERS' IDENTIFICATION NUMBER FORMS W-9 Forms	A+1	1	A+2			26 CFR 1.1446-1 -Active	
41	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A			This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

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**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Accounting and Fiscal Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
2	ACCOUNTS PAYABLE		X		Add description "Check Requests" to merge record series #18 with this record series. Delete description "Vouchers" from "Invoices/Vouchers". No longer used. Delete description "Voucher Envelopes". No longer used. Add descriptions "Construction Pay Estimates", "Petty Cash Reimbursements", and "Workers Compensation Claims Payments". Add description "Incoming Receipts logs" to merge record series #33 with this record series.
3	ACCOUNTS RECEIVABLE FILES		X		Delete description "Monthly Reports-EDU Billings". No longer kept. Delete description "Remittance Check Copies". It is part of "Cash Receipt Files". Add Vital Designation. Add citation GC 60201 - 2 years from record series #33. Delete "Payroll" from description "Cancelled Checks-Payroll". No longer kept.
6	CANCELLED CHECK FILES		X		Add description "Asset Listings and Support".
10	FIXED ASSETS FILES		X		Change Office Retention from 2 to 4 years; delete storage retention of Scanned - Permanent (records will no longer be scanned), and change Originals destroyed "AS (After Scanning)" to 4 years. Add Electronic Designation.
11	GENERAL LEDGER		X		Rename record series to "General Ledger/Account Analysis" to merge record series #32 "General Ledger Account Analysis" with this record series. Add descriptions "Bank Reconciliation, Individual Account Analysis, Pay Estimate Analysis, and WIP Reconciliation" to merge descriptions of record series #32 with this record series.
13	JOURNAL VOUCHERS/ENTRIES		X		Add description "Journal Vouchers".
14	PAYROLL PERSONNEL FILES		X		Add "and 1099" to description Tax Forms (W2) to include 1099 forms. Add Confidential Designation.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Accounting and Fiscal Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
15	PAYROLL REPORTS		X		Add description "Payroll check run control reports" to merge record series #34 with this record series. Change "Summary Reports" to "Contribution Reports". Add Confidential Designation. Replace electronic designation "SAP" with an "X" to include any and all electronic systems that house this type of records.
16	STORES INVENTORY FILES-Warehouse		X		Change Office Retention and Originals Destroyed from 2 to 6 years to reflect operational procedures. Inventories are conducted every 5 years.
17	TAX ASSESSMENT & COLLECTIONS		X		Delete remark "Review originals prior to destruction". Records are not destroyed.
18	TREASURERS REPORT - A/P			X	Move "Check Request" to record series #2 - "Accounts Payable". Delete record series. Records are included in Board Agenda Packages.
20	EXTERNAL AUDIT REPORTS			X	Delete record series. Internal Audit is the Office of Record.
26	REPORTS - Financial/State		X		Add "Comprehensive" to "Annual Financial Report (CAFR)"s description to fully describe acronym. Add Electronic Designation.
32	GENERAL LEDGER ACCOUNT ANALYSIS			X	Delete record series. Merge with record series #11 - General Ledger.
33	INCOMING RECEIPTS LOG			X	Delete record series. Merge with record series #3 - Accounts Receivable Files.
34	PAYROLL CHECK RUN CONTROL REPORTS			X	Delete record series. Merge with record series #15 - Payroll Reports.
35	CONTRACTING AGENCIES - CAFRS			X	Delete record series. No need to retain.
36	DOMESTIC WASTE BILLINGS			X	Delete record series. Records are included in record series #3 - "Accounts Receivable Files".
37	RDA TAX BILLINGS WORKPAPERS		X		Change office retention from 4 years to Permanent. Delete originals destroyed. Records will not be destroyed.
38	AUDIT WORKPAPERS		X		Change office retention from 7 to 10 years and add "Scanned" to Storage Retention. RM will scan these records.
39	FINANCIAL STATEMENT ANALYSIS			X	Delete record series. Records are no longer created.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Accounting and Fiscal Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
40	TAXPAYERS' IDENTIFICATION NUMBER FORMS				New Record Series.
41	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

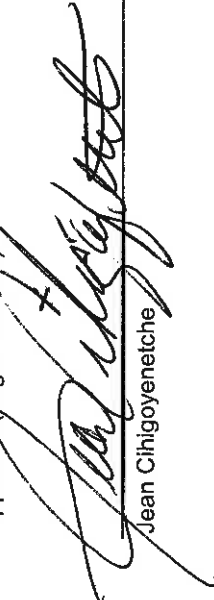
 #882

Javier Chagoyen-Lazaro

Date:

03/22/2015

Approved (Legal Counsel):



Jean Cihigoyenetché

Date:

3-26-15

Approved (Division Manager):

 #643

Christina Valencia

Date:

3/18/15

Retention Schedule Updated (Records Management Coordinator):



Maria Catalan

Date:

4/22/15



RECORDS RETENTION SCHEDULE
Agency Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			By: (Legal Counsel)	Date:
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)		
1	CORRESPONDENCE - General Travel/Seminars	2	8	10	<i>[Signature]</i>	3-26-15
3	ATTORNEY CORRESPONDENCE FILES	2	2	4	<i>[Signature]</i>	
6	Correspondence - General REPORTS/STUDIES/MANUALS	2	2	2	<i>[Signature]</i>	
9	AGENCY (State, Federal, City, County) Agenda Packages Agreements Correspondence	2	2	4	<i>[Signature]</i>	
12	CORRESPONDENCE - OUTGOING (Copies) Chief Executive Manager/GM	3	7	10	<i>[Signature]</i>	
13	LEGAL ISSUES Pending Litigation	2		2	<i>[Signature]</i>	
15	MEMBERSHIPS/SUBSCRIPTIONS	2		2	<i>[Signature]</i>	
17	ORGANIZATIONAL CHANGES	1	Scanned (P)	N/A	<i>[Signature]</i>	
18	CERTIFIED MAIL LOGS	2		2	<i>[Signature]</i>	
19	VISITORS LOGS	1	CFS	CFS	<i>[Signature]</i>	
20	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A	<i>[Signature]</i>	

Electronic	Confidential	Historical	Vital	REMARKS/CITATIONS
X				CCP §337 - 4 years CCP §337.15 - 10 years CCP §337 - 4 years
				GC §60201 - 2 years CCP §337 - Retain for 4 years due to "agreements".
				CCP §337 - 4 years CCP §337.15 - 10 years
				Original documents with legal counsel. GC §60201 (d)(4) - 2 years after pending litigation/settlement resolved.
				GC §60201 - 2 years
X				GC §60201 (d)(1) - Permanent
				GC §60201 - 2 years
				Send to Contracts and Facilities Services for retention.
				This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

RETENTION: CFS = CONTRACTS AND FACILITIES SERVICES N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP = CODE OF CIVIL PROCEDURES GC = GOVERNMENT CODE

LEGEND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Agency Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	CORRESPONDENCE - General		X		Remove retention code "AR (Annual Review)" from Office Retention. All records are subject to annual review prior to destruction. Add Electronic Designation.
3	ATTORNEY CORRESPONDENCE FILES		X		Delete description "Billing". Accounting and Fiscal Management is the Office of Record for billing. Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
4	LEGISLATIVE ISSUES			X	Transfer record series to External Affairs department. Add Electronic Designation.
5	PROPERTY FILES (COPIES)			X	Delete record series. Records Management is the Office of Record.
6	REPORTS/STUDIES/MANUALS		X		Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
7	CONSULTING SERVICES (COPIES)			X	Delete record series. Records are duplicates. Contracts and Facilities Services is the Office of Record for consulting services correspondence. Accounting and Fiscal Management is the Office of Record for invoices.
8	AGREEMENTS/GRANTS (COPIES)		X		Delete record series. Records are duplicates. Contracts and Facilities Services is the Office of Record.
9	AGENCY (State, Federal, City, County)		X		Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
10	CHINO BASIN DESALTER AUTHORITY (CDA) (COPIES) REGIONAL FINANCING AUTHORITY (RFA) (COPIES) INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY (IERCA) (COPIES)			X	Delete record series. Records are duplicates. CDA, IERCA and Financial Planning are the Offices of Records.
11	CDA/RFA/IERCA			X	Delete record series. CDA, RFA, and IERCA are the Offices of Records.
13	LEGAL ISSUES		X		Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Agency Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
14	CORRESPONDENCE - Other Agencies, Contractors, Vendors			X	Delete record series. Contracts and Facilities Services is the Office of Record for descriptions "Agreements", and "Request for Proposal"; Engineering and Construction Management is the Office of Record for description "Projects"; descriptions "Agencies", and "Minutes" are included on record series #9.
16	INVOICES (Duplicates)			X	Delete record series. Duplicate records. Accounting and Fiscal Management is the Office of Record.
	ORGANIZATIONAL CHANGES	X			New record series.
	CERTIFIED MAIL LOGS	X			Transferred from Safety, Risk and Support Services.
	VISITORS LOGS	X			Transferred from Safety, Risk and Support Services.
	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

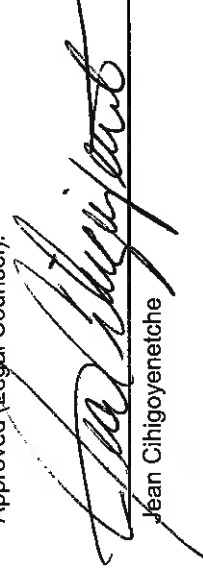
Approved (Department Manager):


April Woodruff

Date:

9/24/14

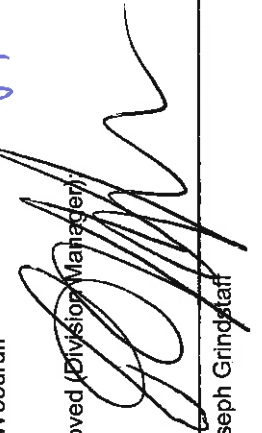
Approved (Legal Counsel):


Jean Cihigoyenetché

Date:

3/26/15

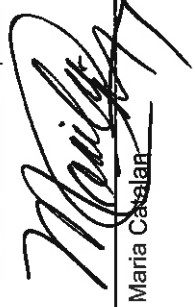
Approved (Division Manager):


P. Joseph Grindstaff

Date:

2/24/15

Retention Schedule Updated (Records Management Coordinator):


Maria Casalan

Date:

4/22/15



RECORDS RETENTION SCHEDULE
Board of Directors

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)	Transfer to RM	
1	BOARD/COMMITTEE AGENDA PACKETS Meeting Agendas	2	Scanned (P)	AV		GC §60201 - 2 years
6	CAMPAIGN STATEMENTS/ELECTION FORMS Form 410	T+2	5	T+7		GC §81009 (c) - 7 years
13	MEETING RECORDINGS (Cassette Tapes)	30 days		30 days		Board Secretary erases cassette tapes at the end of retention period. GC §54953.5 (b) - 30 days/Per Brown Act
14	MINUTES/ORDINANCES/RESOLUTIONS IEUA/IERCA/RFA	C	Scanned (P)	N/A	X	GC §60201 (d)(2-3) - Permanent
19	PUBLIC HEARING FILES	2		2		GC §60201 - 2 years. Minutes retained permanently.
23	STATEMENT OF ECONOMIC INTEREST - Form 700 Board of Directors Chief Executive Officer/General Manager	T+4	P	N/A		GC §81009 (d)- Permanent
25	BOARD CORRESPONDENCE Conference/Travel Files	2	2	4		CCP §337 - 4 years
26	CORRESPONDENCE - GENERAL	2	8	10		CCP §337/337.15 - 4 years/10 years
27	APPROPRIATIONS LIMITATIONS FILINGS	2		2		GC §60201 - 2 years
28	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A		This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

By: (Department Manager) *[Signature]* Date: 9-24-18
 By: (Legal Counsel) *[Signature]* Date: 3-26-18
 By: (Division Manager) *[Signature]* Date:
 By: (Board of Directors) *[Signature]* Date:

LEGEND
 RETENTION: AV = AFTER VERIFICATION N/A = NOT APPLICABLE P = PERMANENT T = TERMINATION
 CITATIONS: CCP= CODE OF CIVIL PROCEDURES GC= GOVERNMENT CODE



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Board of Directors

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	BOARD/COMMITTEE AGENDA PACKETS		X		Add Electronic Designation.
6	CAMPAIGN STATEMENTS/ELECTION FORMS		X		Delete descriptions "Form 415" and "Form 416". Forms have been eliminated.
26	CORRESPONDENCE - General		X		Remove retention code "AR (Annual Review)" from Office Retention. All records are subject to review prior to destruction.
28	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

April Woodruff

April Woodruff

Date:

2-24-15

Approved (Legal Counsel):

Jean Chigoyenetché

Jean Chigoyenetché

Date:

3-26-15

Retention Schedule Updated (Records Management Coordinator):

Maria Setalian

Maria Setalian

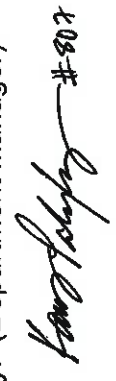


Date:

4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

RECORDS RETENTION SCHEDULE
Business Information Services

By: (Department Manager)  #807		Date: 2/19/15	By: (Legal Counsel) 	Date: 3-26-15		
By: (Division Manager)  #643		Date: 3/11/15	By: (Board of Directors)			
RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)	Transfer to RM	
1	CONTRACT MANAGEMENT FILES Correspondence Software Licenses Specifications	E+4		E+4		CCP §337 - 4 years after completion on contract work.
2	PROGRAMS, PLANS, AND PROJECTS (Not Grant-Funded)	5	5	10		CCP §337 - 4 years after expiration of contract subject. CCP §337.15 - 10 years if project involves real property.
5	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A		X This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

RETENTION: AR = ANNUAL REVIEW E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
 CITATIONS: LEGEND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Business Information Services

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	CONTRACT MANAGEMENT FILES		X		Delete descriptions "Proposals" and "Purchase Orders". Contracts and Facilities Services is the Office of Record. Delete description "Invoices". Accounting and Fiscal Management is the Office of Record.
2	PROJECTS		X		Rename record series to "Programs, Plans, and Projects (Not Grant-Funded)" to include records of the LEAN Program. Delete description "Project Files". Record series name includes description. Transfer description "Software Licenses" to record series #1 - Contract Management Files. Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
4	GENERAL CORRESPONDENCE			X	Delete record series. Financial Planning is the Office of Record for description "Budget Management Data". Description "General Department Reports" is included in record series #2 - Projects.
5	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

Kanes Pantayatiwong

Approved (Legal Counsel):

Jean Cihigoyenetché

Date: 2/19/2015

Date: 3.26.15

Approved (Division Manager):

Christina Valencia

Retention Schedule Updated (Records Management Coordinator):

Maria Catalan

Date: 3/18/15

Date: 4/22/15



RECORDS RETENTION SCHEDULE
Contracts and Facilities Services

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)	
1	CONTRACT PROJECT FILES Contracts (copies) Correspondence Insurance/Bonds Proposals Quotes Requests for Proposals Specifications	C+2	8	10	Original Contracts are sent to Records Management for retention. CCP §337 - 4 years after expiration of contract subject; CCP §337.15 - 10 years if related to real property.
13	PURCHASE ORDERS/REQUISITIONS Purchase Order Requisitions Purchase Orders Working Files Vehicle Working Files	4		4	Send original vehicle title certificates and registration information to RM for retention. CCP §337 / GC §60201 - 4 years after expiration of purchase order.
23	SUBJECT AND CORRESPONDENCE Audits Facilities Management Meetings Project Working Files Security Training	4		4	CCP §337 - 4 years 29 CFR 1627.3 - 3 years
25	AGENCY MEMORABILIA Pictures Videos	2 or P		2 or P	GC §60201 - 2 years. If there is historical value, keep permanent.
26	RECOGNITION AWARDS Achievement in Excellence Supplier of the Year	2		2	GC §60201 - 2 years

LEGEND

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 GC= GOVERNMENT CODE SRF = STATE REVOLVING FUND

By: (Department Manager) *[Signature]* Date: 2/19/15
 By: (Legal Counsel) *[Signature]* Date: 3-26-15

By: (Division Manager) *[Signature]* Date: 3/16/15
 By: (Board of Directors) *[Signature]* Date:

RECORDS RETENTION SCHEDULE
Contracts and Facilities Services

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)				
28	CLAIMS (Liability)	AS+2		AS+2	X		GC §60201 (d)(4) - 2 years after resolution.	
29	INSURANCE CERTIFICATIONS	E+2	Scanned (P)	E+6		X	GC §60201 - Permanent	
30	INSURANCE FILES	E+5	P				GC §60201 - Permanent	
31	DEPARTMENT OF MOTOR VEHICLES (DMV)	3		3	X		29 CFR 1627.3 - 3 years GC § 60201-3 years if record contains info. detailed under 29 CFR 1627.3 (a)(1-6); otherwise, 2 years.	
33	RISK MANAGEMENT PLANS	C+2	5	C+7			GC §34090 - 2 years	
34	PERFORMANCE AND PAYMENT BONDS	5	5	10			CCP 337.5 - 10 years	
35	FACILITIES MANAGEMENT LOGS Key Forms Visitors Logs	2		2			GC §60201 - 2 years	
36	PROGRAM/PROJECT FILES (Grant-Related)	C+1	Scanned 35	36		X	CCP §337.15 - 10 years; SRF Loan Agreement Recordkeeping requirements-sections XV and 2.18 (b) - 36 years.	
37	RECORDS RETENTION PROGRAM Certificates of Destruction Destruction Authorizations Inventories/Audits Retention Schedules Retention Compliance Forms/Packages Transfer forms	S+4		S+4			CCP §343- 4 years GC §60201 - 2 years	
38	PUBLIC RECORDS REQUESTS	2		2			GC §60201 (d)(5) - 2 years after request was granted or notice of denial.	

LEGEND

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RECORDS RETENTION SCHEDULE
Contracts and Facilities Services

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)				
39	AGENCY GOVERNANCE Board/Committee Agenda Minutes Ordinances Permits Recorded Documents Resolutions	2	Scanned (P)	N/A	X		GC §60201 (d) (2-3) Permanent	
40	RECORDS MANAGEMENT INDICES	P		N/A		X	Kept electronically in Access Database. GC §60201 (d)(2-3) Permanent	
41	PC LOAN APPLICATIONS - Employee	C+4		C+4			Originals sent by Human Resources. CCP §337 - 4 years	
42	AGENCY POLICIES AND PROCEDURES	P		P		X	Originals posted on Agency network. GC §60201 (d)(1) Permanent	
43	VEHICLE RECORDS Title Certifications Registration Information	SA+4		SA+4			CCP §337, GC §60201 - 4 years if vehicle was sold via written contract; otherwise 2 years.	
44	CONTRACTS (Originals)	E+10		E+10			CCP §337/CCP §337.15 - 4 years after expiration of contract subject: 10 years if Real Property.	
45	SECURITY SERVICES INCIDENT REPORTS	1	6	7			29 CFR 1904.33 - 5 years 8 CCR 14300.33 - 5 years following end of calendar year that these records cover.	
46	LITIGATION FILES	AS+2		AS+2			GC §60201 (d)(4) - 2 years after pending litigation/settlement resolved.	
47	PROGRAM/PROJECT FILES (Not grant-related)	C+1	9	10			CCP 337.15 - 10 years	
48	FIRE SUPPRESSION SYSTEMS	1	4	5			29 CFR 1910.157 - 5 years	
49	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A			This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

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REQUEST FOR AMENDMENT TO RECORDS RETENTION SCHEDULE

RECORDS OF: Contracts and Procurement

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	CONTRACTS AND PROCUREMENT		X		Rename records retention schedule to "Contracts and Facilities Services". Safety, Risk and Support Services department has merged with Contracts and Procurement department.
1	CONTRACT PROJECT FILES		X		Add Vital and Electronic Designation.
13	PURCHASE ORDERS/REQUISITIONS		X		Change Office Retention and Originals Destroyed from C+4 to 4 years. Add legal citation GC §60201 for vehicle records.
18	VEHICLE RECORDS			X	Delete record series. Descriptions "Title Certificates", and "Registration Information" are included in record series "Vehicle Records". Descriptions "Quotation", "Bidding Information", "Sale Contracts", and "Correspondence" are included on description "Vehicle Working Files" of record series #13 (Purchase Orders/Requisitions). Accounting and Fiscal Management is the Office of Record for description "Invoices".
23	SUBJECT AND CORRESPONDENCE		X		Add description "Project Working Files" to merge record series #27 with this record series. Delete description "Budget Reports". Financial Planning is the Office of Record. Add descriptions "Security Training", and "Facilities Management" to merge records series #23 and 24 from Safety, Risk and Support Services. Add citation 29 CFR 1627.3 - 3 years
25	AGENCY PICTURES		X		Rename record series to "Agency Memorabilia" to include pictures, and videos saved on different media. Add descriptions "Pictures", and "Videos". Change Office Retention from 2 to 2 or P, and Originals Destroyed from 2 to 2 or P. Add Electronic Designation. Change citation GC §60201 - 2 years unless there is historical value to "GC §60201 - 2 years. If there is historical value, keep permanent" to add retention to memorabilia with historical value.
26	RECOGNITION AWARDS		X		Add Electronic Designation.
27	PROJECT WORKING FILES		X		Merge record series with record series #23 - Subject and Correspondence.
	CLAIMS (Liability)	X			Transferred from Safety, Risk and Support Services.
	INSURANCE CERTIFICATIONS	X			Transferred from Safety, Risk and Support Services. Add Vital Designation.
	INSURANCE FILES	X			Transferred from Safety, Risk and Support Services.
	SUBJECT AND CORRESPONDENCE	X			Transferred from Safety, Risk and Support Services. Merge with record series #23 -Subject and Correspondence.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Contracts and Procurement

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	DMV	X			Transferred from Safety, Risk and Support Services. Edit record series name to spell out acronym DMV to "Department of Motor Vehicles (DMV)". Add Confidential Designation.
	RISK MANAGEMENT PLANS	X			Transferred from Safety, Risk and Support Services.
	PERFORMANCE AND PAYMENT BONDS	X			Transferred from Safety, Risk and Support Services.
	VIDEO TAPES-AGENCY PROPERTY	X			Transferred from Safety, Risk and Support Services. Merge with record series #25 - Agency Pictures.
	VISITORS LOGS	X			Transferred from Safety, Risk and Support Services. Rename record series to "Facilities Management Logs" to include record series #22 - Key Forms from Safety, Risk and Support Services.
	KEY FORMS	X			Transferred from Safety, Risk and Support Services. Move to "Facilities Management Logs" record series.
	SECURITY TRAINING	X			Transferred from Safety, Risk and Support Services. Merge with record series #23 - Subject and Correspondence.
	FACILITY MANAGEMENT FILES	X			Transferred from Safety, Risk and Support Services. Merge with record series #23 - Subject and Correspondence.
	PROGRAM/PROJECT FILES (GRANT-RELATED)	X			Transferred from Safety, Risk and Support Services. Change Office Retention from C to C+1 (Completion plus one year), storage retention from Scanned (P) to Scanned 35 (Scanned plus 35 years), and Originals Destroyed from AS (After Scanning) to C+36 (Completion plus 36 years). Add legal citation "SRF Loan Agreement Record Keeping Requirements - section XV and 2.18 (b) - 36 years." Add Electronic Designation.
	RECORDS RETENTION SCHEDULES	X			Transferred from Safety, Risk and Support Services. Rename record series to "Records Retention Program" to include records series #28 (Records Transfer Forms), and #29 (Records Destruction Authorizations). Add descriptions "Certificates of Destruction", and "Inventories/Audits". Add legal citation GC§60201 - 2 years from records series #28 and #29.
	RECORDS REQUESTS (Public and Agency)	X			Transferred from Safety, Risk and Support Services. Rename record series to "Public Records Requests". Agency records requests are not kept.
	RECORDS TRANSFER FORMS	X			Transferred from Safety, Risk and Support Services. Merge with record series "Records Retention Program".

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Contracts and Procurement

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	RECORDS DESTRUCTION AUTHORIZATIONS	X			Transferred from Safety, Risk and Support Services. Merge with record series "Records Retention Program".
	AGENCY GOVERNANCE	X			Transferred from Safety, Risk and Support Services. Delete description "Agenda Packages and Minutes - Technical and Policy Committee/IERCA/RFA/CDA. Board of Directors, Chino Desalter Authority (CDA), and Chino Basin Regional Financing Authority (CBRFA) are the Offices of Records. Minutes are already included on description "Board/Committee Agenda Minutes".
	RECORDS MANAGEMENT INDICES	X			Transferred from Safety, Risk and Support Services. Edit Originals Destroyed retention from "Kept Permanent" to "N/A" to note that these records are not destroyed.
	PC LOAN APPLICATIONS-Employee	X			Transferred from Safety, Risk and Support Services.
	AGENCY POLICIES AND PROCEDURES	X			Transferred from Safety, Risk and Support Services.
	VEHICLE RECORDS	X			Transferred from Safety, Risk and Support Services.
	CONTRACTS (Originals)	X			Transferred from Safety, Risk and Support Services.
	SECURITY SERVICES INCIDENT REPORTS	X			New record series.
	LITIGATION FILES	X			New record series.
	PROGRAM/PROJECT FILES (Not Grant-Related)	X			New record series.
	FIRE SUPPRESSION SYSTEMS	X			New record series.
	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):


Warren Green

Date: 2-19-15

Approved (Legal Counsel):


Jean Cihigoyenatche

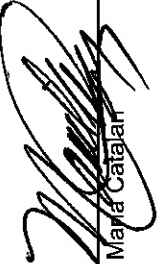
Date: 3-26-15

Approved (Division Manager):


Christina Valencia

Date: 3/18/15

Retention Schedule Updated (Records Management Coordinator):


Maria Catalan

Date: 4/22/15

RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)				
13	PROJECT FILES (Not Grant-Funded)*** Continued	C+1	9	C+10		X	***Grant-funded records are filed with record series #37 for proper retention. CCP 337.15 - 10 years	
50	Design							
50.1	Pre-Design							
50.1.1	Technical Memoranda							
50.1.3	Comments							
50.2	Cost Estimate							
50.3	Technical Data							
50.3.1	Calculations							
50.3.2	Reference Information							
50.3.3	Reports/Analysis							
50.4	Photos							
50.5	Design							
50.5.1	Preliminary Design							
50.5.2	30% Design							
50.5.3	50% Design							
50.5.4	80% Design							
50.5.5	100% Design							
50.5.6	Comments							
50.7	Construction Support							
50.7.2	RFI's							
50.7.3	RFD's							
60	Pre-Purchases							
60.1	Request for Proposals and Quotations							
60.2	Purchase Orders							
60.4	Other							
70	Standard Operating Procedures							
80	Request for Qualifications							
90	Bid Period							
90.1	Announcements							
90.3	Plan Holder List							
90.4	Bids							
90.5	Bid Evaluation & References							
100.0.2	Turn Over Book from Engineering							

LEGEND

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RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Vital	Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)					
13	PROJECT FILES (Not Grant-Funded)*** Continued 100.1 Series Construction Related Correspondence 100.2 Series Construction Requests with summaries 100.3 Series Change Orders (CO) 100.4 Series Construction Safety 100.5.1 Submittal Miscellaneous 100.5.2 Potholing Records 100.5.4 O&M Manuals 100.5.5 Pre-Purchased Equipment 200 Series Construction Budget/Cost Control 300 Series Construction Contract Administration 400 Series Construction Schedules/Meetings 500.1 Construction Permits 600 Series State, County, Local Agencies rpt/corresp 700.1 Punchlist Items 700.2 Deliverables 700.3 Start-up 700.4 Training 700.6 File Retention 700.7 Warranties 700.8 Turn Over Book to Operations 700.9 Project Closure Form 800 Series Sub Contracting/Delivery Tickets <u>OLD ENGINEERING FILING STRUCTURE</u> ADMINISTRATION B.1.1 Misc. Correspondence B.1.4 Calculations B.1.5 Reference Data B.2 Predesign Budget/Cost Control B.3 Predesign Contract Admin B.4 Predesign Schedule B.6 Predesign Permits	C+1	9	C+10				X	***Grant-funded records are filed with record series #37 for proper retention. CCP 337.15 - 10 years

LEGEND

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RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)				
13	PROJECT FILES (Not Grant-Funded) *** Continued C.10.1 Misc. Correspondence C.10.2 Plan & Spec Review C.10.3 Calculations C.10.4.1 Soils and Geotech Reports C.10.4.2 Surveys C.10.4.4 Literature and Articles C.20 Design Budget/Cost Control C.30 Design Contract Administration C.40 Design Schedule C.60 Design Permits C.70.1 Prebid Correspondence C.70.2 Postbid Correspondence C.70.3 Advertisements C.70.4 Planholders List C.70.6 Bid Evaluation and References C.70.7 Bonds & Insurance C.70.8 Board Contract Award C.70.9 Notice to Proceed C.70.10 Successful Contractors Bid C.70.11 Unsuccessful Contractors Bid 100.0.2 Turn Over Book from Engineering 100.1 Series Construction Related Correspondence 100.2 Series Construction Requests with summaries 100.3 Series Change Orders (CO) 100.4 Series Construction Safety 100.5.1 Submittal Miscellaneous 100.5.2 Potholing Records 100.5.4 O&M Manuals 100.5.5 Pre-Purchased Equipment 200 Series Construction Budget/Cost Control 300 Series Construction Contract Administration 400 Series Construction Schedules/Meetings 500.1 Construction Permits	C+1	9	C+10			X	***Grant-funded records are filed with record series #37 for proper retention. CCP 337.15 - 10 years

LEGEND

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RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)				
13	PROJECT FILES (Not Grant-Funded)*** Continued OLD ENGINEERING FILING STRUCTURE (Continued) 600 Series State, County, Local Agencies reports corr. 700.1 Punchlist Items 700.2 Deliverables 700.3 Start-up 700.4 Training 700.6 File Retention 700.7 Warranties 700.8 Turn Over Book to Operations 700.9 Project Closure Form 800 Series Sub Contracting/Delivery Tickets	C+1	9	C+10			X	***Grant-funded records are filed with record series #37 for proper retention. CCP 337.15 - 10 years
14	RIGHT OF WAY FILES 20 Easements (Right-of-Way) 500.2 Construction Right-of-Ways 500.3 Construction Easements OLD ENGINEERING FILING STRUCTURE B.5 Predesign Right of Way C.50 Design Right of Ways 500 Construction Right of Ways 500 Construction Easements	C	Scanned (P)	N/A			X	Send Originals to Records Management for permanent retention. File duplicates with their respective project files. GC §60201 (d) (8) - Permanent
18	UTILITY CONFLICT FILES Correspondence Drawings Notification Notices Tract Maps	2	2	4				CCP 337 - 4 years after completion of contract work.
20	REIMBURSABLE PROJECTS Connection Files Pipeline Modifications	4		4			X	CCP 337 - 4 years after reimbursement.
21	ENGINEERING REPORTS & STUDIES Recycled Water Usage Reports	C+2	Scanned (P)	AS			X	GC §60201 (d) (8) - Permanent

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RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)				
26	CORRESPONDENCE Member Agencies Other Agencies	10		10			CCP §337 - 4 years CCP §337.15 - 10 years	
34	MINOR CONSTRUCTION & EMERGENCY CONTRACTS 100-800 Series All Construction Phase Task Orders	C	E+10	E+10		X	Original executed contracts are sent to RM for retention after completion. CCP §337/§337.15 - 4 years after expiration of contract subject, 10 years if project involves real property.	
36	DIG ALERTS 100 Series Construction Related Correspondence	2		2			GC §60201 - 2 years	
37	PROJECT FILES (Grant-Funded) 10.2.3 Grants 30 CEQA 40 Permits 50.1.0 Pre-Design Report 50.6 Plans & Specifications 50.6.1 Native Set 50.6.2 Bid Set 50.6.3 Conformed Set 50.7.1 Submittals 60.3 Shop Drawings 90.2 Addendums 100.0.1 Plans & Specifications 100.5.3 Submittals OLD ENGINEERING FILING STRUCTURE B.1.2 Predesign Report B.1.3 Predesign Report Review B.1.5 Plans & Specs C.10. Plans & Specs C.10. Project Specification C.70. Addendums	C+1	Scanned 35	C+36			CCP §337.15 - 10 years SRF Loan Agreement Recordkeeping Requirements-sections XV and 2.18 (b) 36 years	

LEGEND

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RECORDS RETENTION SCHEDULE
Engineering and Construction Management

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Transfer to RM					
			Storage	Originals Destroyed (Total Years)				
38	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A			This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

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LEGEND



REQUEST FOR AMENDMENT TO RECORDS RETENTION SCHEDULE

RECORDS OF: Engineering and Construction Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
5	DRAWINGS - MYLARS		X		Delete record series. Mylars are included with drawings.
6	DRAWINGS - ORIGINALS		X		Rename record series to "Drawings" to include Mylars (record series #5), and "Engineering As-Built Database" (record series #7). Add description "700.5 As-Built Drawings" from record series #7. Add Electronic Designation. Add remark "Drawings are scanned into Engineering Database for permanent retention. Originals are filed with their respective project files."
7	ENGINEERING AS-BUILT DATABASE		X		Delete record series and merge records with record series #6.
13	PROJECT FILES		X		Add notation "Not Grant-Funded" to record series name to emphasize that this record series is for records of projects that are not grant-funded. Insert revised engineering filing structure above old engineering filing structure. The old filing structure will remain on the retention schedule until after all records are fully transitioned to the revised filing structure. Replace remark with "Grant-funded project records are filed with record series #37 for proper retention." Add citation CCP 337.15 - 10 years.
14	RIGHT OF WAY FILES		X		Change Office Retention from Permanent to C (Completion). Add retention code "N/A (Not Applicable)" to Originals Destroyed. Originals are not destroyed after scanning. Insert revised engineering filing structure above old engineering filing structure. The old filing structure will remain on the retention schedule until after all records are fully transitioned to the revised filing structure. Add remark "Send Originals to Records Management for permanent retention. File duplicates with their respective project files."
18	UTILITY CONFLICT FILES		X		Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Engineering and Construction Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
20	REIMBURSABLE PROJECTS		X		Add electronic designation.
21	ENGINEERING REPORTS & STUDIES		X		Replace notations "Liberty & E-Library" from Electronic designation with an "X" to include all systems where these records are saved into.
24	METROPOLITAN WATER DISTRICT (Recycled Water)			X	Delete record series. Records are no longer created or kept.
26	CORRESPONDENCE		X		Replace descriptions with "Member Agencies", and "Other Agencies" to include any and all agencies.
27	FUNDING/STATE REVOLVING FUND APPLICATIONS			X	Delete record series. Financial Planning is the Office of Record.
31	RECYCLED WATER CUSTOMERS		X		Delete record series and transfer to Planning and Environmental Compliance department. Delete descriptions "Agreements" and "Contracts". Contracts and Facilities Services is the Office of Record. Delete description "Invoices". Accounting and Fiscal Management is the Office of Record.
32	SERVICE CONTRACTS		X		Delete description "Engineering Reports". It is included in record series #21 - Engineering Reports & Studies. Delete Storage retention "Scanned (P)", and change Originals Destroyed retention from "AS" (After Scanning) to 4 years. Correspondence will be kept for 4 years without scanning.
34	MINOR CONSTRUCTION AND EMERGENCY CONTRACTS		X		Delete record series. Service Contracts are included in record series #13 - Project Files (Not Grant-Funded). Add Revised Engineering Filing Structure to description. Change Office Retention from 5 to C (Completed), Storage Retention from 5 to E+10, and Originals Destroyed from 10 to E+10 (Expiration plus 10 years). Add Electronic Designation. Add remark "Original contracts are sent to Records Management for retention after completion."
35	REBATES			X	Delete record series. Planning and Environmental Compliance is the Office of Record.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Engineering and Construction Management

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
37	PROJECT FILES/GRANT-RELATED PROJECTS		X		Rename record series to Project Files (Grant-Funded). Insert revised engineering filing structure above old engineering filing structure. The old filing structure will remain on the retention schedule until after all records are fully transitioned to the revised filing structure. Change Office Retention from C to C+1 (Completion plus one year), Storage Retention from Scanned (P) to "Scanned 35, Originals Destroyed from AS (After Scanning) to C+36 (Completion plus 36 years). Add citation "SRF Loan Agreement Recordkeeping Requirements sections XV and 2.18 (b) - 36 years." New record series.
38	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			

Approved (Department Manager):

Majid Karim 2/24/15
Majid Karim

Approved (Division Manager):

Chris Berch 3/15/15

Approved (Legal Counsel):

Jean Chigoyenetché Date: 3-26-15
Jean Chigoyenetché

Retention Schedule Updated (Records Management Coordinator):

Maja Catala Date: 4/22/15
Maja Catala

Chris Berch



RECORDS RETENTION SCHEDULE
External Affairs

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)		By: (Department Manager)	Date:	By: (Legal Counsel)	Date:
		Office	Storage				
3	PUBLICATIONS Brochures Bulletins Newsletters Newspaper Clippings Press Releases Reports Social Media	2	2	By: (Division Manager) <i>[Signature]</i>	3/5/15	By: (Legal Counsel) <i>[Signature]</i>	3-26-15
4	SUBJECT AND CORRESPONDENCE Conferences-Backup Dedications Events Inspection Tours Meeting Agendas Presentations Projects (not grant-related)	4	4				
7	FPPC - FAIR POLITICAL PRACTICE COMMISSION	4	4				
8	BOND PROPOSITIONS	10	10				
10	AGENCY MEMORABILIA Pictures Videos	2 or P	2 or P				

REMARKS/CITATIONS	Electronic	Confidential	Historical	Vital	
					Originals Destroyed (Total Years)
GC §60201 - 2 years	X				2
CCP §337 - 4 years GC §60201 - 2 years	X				4
GC §81009 (f) - 4 years					4
CCP §337.15 - 10 years					10
Separate memorabilia with historical value and label it "Permanent" GC §60201 - 2 years. If there is historical value, keep permanent.	X				2 or P

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LEGEND

RECORDS RETENTION SCHEDULE

External Affairs

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Transfer to RM					
				Originals Destroyed (Total Years)	Vital				
16	LEGISLATIVE ISSUES Correspondence Legislative Bills Propositions Reports	2		2			X	GC §60201 - 2 years	
17	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A				This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

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**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: **External Affairs**

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	PRESS RELEASES		X		Delete record series and move records to record series #3.
2	PUBLIC INFORMATION REPORTS		X		Delete record series and move records to record series #3. Remove words "Public Information" from record series name to include any and all reports.
3	PUBLICATIONS - AGENCY NEWS		X		Remove words "Agency News" from record series name to make it more inclusive. Replace descriptions "The Wave", and "Chino Basin Update" with "Newsletters". Remove words "Regional Facilities" from description "Regional Facilities Brochures" to make it more inclusive. Add description "Bulletins". Add description "Newspaper Clippings" to merge record series #5 (Newspaper Clippings) with this record series. Add description "Press Releases" to merge record series #1 (Press Releases) with this record series. Add description "Reports" to merge record series #2 (Public Information Reports) with this record series. Add "Social Media" description. Delete Storage Retention "Scanned (P)", and change Originals Destroyed from P (Permanent) to 2 years. We are required to keep these records for 2 years. Delete historical designation.
4	SUBJECT AND CORRESPONDENCE		X		Remove words "Groundbreaking" from description "Groundbreaking Dedications" to include any and all dedications. Remove word "Misc." from description "Meeting Agendas/Misc.". It is not descriptive. Remove acronym "MWD" from description "MWD Inspection Tours" to include any and all inspection tours. Replace descriptions "Open House" and "Water Fair" with "Events" to include any and all events. Add description "Presentations". Add description "Projects" to merge records series #11 (Agency Projects-Brochures) and 15 (Agency Projects-Correspondence) with this record series. Change Office Retention and Originals Destroyed from 8 to 4 years. Add Electronic Designation. Add citation "GC §60201 to include citation related to record series #11 (Agency Projects-Brochures).
5	NEWSPAPER CLIPPINGS		X		Delete record series and move records to record series #3 (Publications).
6	REGIONAL FACILITIES		X		Delete record series. Records are included in record series #3.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: External Affairs

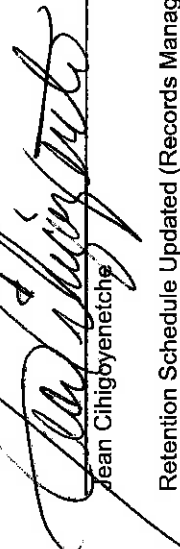
RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
9	SPECIAL DISTRICTS		X		Delete record series. Records of special districts events are included in record series #4 (Subject and Correspondence).
10	PICTURES		X		Rename record series to "Agency Memorabilia" to include pictures and videos saved on different media. Add descriptions "Pictures", and "Videos". Change Office Retention and Originals Destroyed from 2 to "2 or P" (2 years or Permanent).
11	AGENCY PROJECTS - Brochures		X		Add remark "If there is historical value, keep permanent". Delete record series and move records to record series #4.
12	BOARD OF DIRECTORS / EXECUTIVE MANAGEMENT		X		Delete record series. Board of Directors is the Office of Record for Board of Directors' records. Agency Management is the Office of Records for Executive Management records. Any correspondence from/to either the Board of Directors or Executive Management will be included in record series #4.
13	MANUALS/VIDEOS/DVDs		X		Delete record series. No manuals are kept or created. Videos and DVDs will be included in record series #10.
14	CORRESPONDENCE - Misc.		X		Delete record series. Records are included in record series #4.
15	AGENCY PROJECTS - Correspondence		X		Delete record series and move records to record series #4.
16	LEGISLATIVE ISSUES	X			Transferred from Agency Management. Change Office Retention and Originals Destroyed from 2AR (2 years annual review) to 2. All records are subject to annual review prior to destruction.
17	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			Add Electronic Designation. New record series.

Approved (Department Manager):


Kathryn Besser

Date: 3/5/15

Approved (Legal Counsel):


Jean Cihigyenetchs

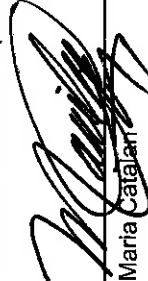
Date: 3-26-15

Approved (Division Manager):



Date: 3/17/15

Retention Schedule Updated (Records Management Coordinator):


Maria Catalani

Date: 4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

RECORDS RETENTION SCHEDULE
Financial Planning

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			REMARKS/CITATIONS
		Office Storage	Transfer to RM Originals Destroyed (Total Years)	Electronic	
1	GRANT/LOAN (CONTRACTS/PROJECTS) Applications Contracts Correspondence Reports	C+1 Scanned 35	C+36	X	CCP §337 - 4 years 29 CFR 1470.42 - 3 years 24 CFR 85.42 - 3 years SRF Loan Agreement Recordkeeping Requirements sections XV and 2.18 (b) 36 years
3	GRANT/LOAN REIMBURSEMENT REQUESTS Invoices Reports/Summaries	C+1 Scanned 35	C+36	X	29 CFR 1470.42 - 3 years 24 CFR 85.42 - 3 years SRF Loan Agreement recordkeeping Requirements sections XV and 2.18 (b) 36 years
5	GRANT/LOAN CLOSEOUT SUMMARIES	C+1 Scanned (P)		X	GC §60201 (d)(10) - Permanent
6	ADMINISTRATIVE CORRESPONDENCE - General Meetings Training Budget Preparation Webinars Year End Encumbrances Carryover	2	2	X	GC §60201 - 2 years

By: (Department Manager) *[Signature]* #882 Date: 03/02/2015
By: (Legal Counsel) *[Signature]* Date: 3-26-15

By: (Division Manager) *[Signature]* #643 Date: 3/18/15
By: (Board of Directors) *[Signature]* Date:

LEGEND

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RECORDS RETENTION SCHEDULE
Financial Planning

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Transfer to RM					
			Storage	Originals Destroyed (Total Years)				
7	BOND FILES Arbitrage Calculations Bid Information (Request for Proposals) Billings (Cost of Issuance) Bank Statements Bonds Drawn Schedule Correspondence Debt Service Schedules Installment Purchase Agreement Letter of Credit Agreement Master Resolutions Official Statement/Bond Indenture Remarketing Agreement	5	5	10		X	CCP §337.5 - 10 years	
8	MANAGEMENT/PREPARATION FILES Budget Amendments/Variance Budget Computer Reports/Correspondence/Estimates O&M Budget - Labor Distribution Quarterly Call Reports Working Papers/Correspondence Work Papers/Backup	2		2			GC §60201 - 2 years	
9	BANK FILES Bank Analysis Statements Cash Transactions Bank Signatory Cards	4		4			CCP §337 - 4 years	
10	BUDGET - ADOPTED Long Range Plan of Finance (LRPF) O&M Annual - Adopted/Amended Budget Rate Resolution Regional Program Quarterly Capital Call Summaries TYCIP Ten-Year Capital Improvement Program	3	Scanned (P)	AV		X	GC §60201 (d)(10) - Permanent GC §60201 - 2 years	

LEGEND

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RECORDS RETENTION SCHEDULE

Financial Planning

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Transfer to RM					
				Originals Destroyed (Total Years)	Vital				
11	INVESTMENT FILES Financial Affairs Reports Investment Agreements Investment Policy	2	Scanned (P)	AV				GC §60201 (d)(10) - Permanent	
14	CAPITAL PROJECTS Project Changes Project Requests	C+5	5	C+10				CCP 337.15 - Closure plus 10 years	
16	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A				This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

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**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Financial Planning

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	GRANT/LOAN (CONTRACTS/PROJECTS)		X		Merge record series #4 - Grant/Loan Reporting with this record series. Add description "Applications". Change Office Retention from C+7 to C+1 (Completion plus one year), Storage retention from Scanned (P) to Scanned 35, and add Originals Destroyed retention to C+36 (Completion plus 36 years). Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that house this type of records. Add citations 29 CFR 1470.42 - 3 years, and 24 CFR 85.42 - 3 years from record series #4 (Grant/Loan Reporting). Add citation "SRF Loan Agreement Recordkeeping Requirements sections XV and 2.18 (b) - 36 years.
3	GRANT/LOAN REIMBURSEMENT REQUESTS		X		Change Office Retention from C+7 to C+1 (Completion plus one year), Storage retention from Scanned (P) to Scanned 35, and add Originals Destroyed retention to C+36 (Completion plus 36 years). Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that house this type of records. Add citation "SRF Loan Agreement Recordkeeping Requirements sections XV and 2.18 (b) - 36 years.
4	GRANT/LOAN REPORTING		X		Delete record series and move records to record series #1 -Grant/Loan (Contracts/Projects).
5	GRANT/LOAN CLOSEOUT SUMMARIES		X		Change Office Retention from C+7 to C+1 (Completion plus one year). Delete description "Summary Reports". It is included on the record series name. Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that house this type of records.
6	ADMINISTRATIVE CORRESPONDENCE - General		X		Add Electronic Designation.
7	BOND FILES		X		Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that house this type of records.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Financial Planning

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
8	BUDGET MANAGEMENT/PREPARATION FILES		X		Remove word "Budget" from record series name to include quarterly call reports working papers (record series #15). Add description "Quarterly Call Reports" to merge record series #15 (Quarterly Call Reports Working Papers) with this record series. Combine descriptions "Budget Amendments", and "Budget Variance" into "Budget Amendments/Variance". Combine descriptions "Computer Reports", "Estimates", and "Correspondence (from record series #15)" into "Budget Computer Reports/Correspondence/Estimates". Change Office Retention and Originals Destroyed from 3AR to 2. Replace word "Information" from record series name with "Files" to include cash transactions.
9	BANK INFORMATION		X		Remove descriptions "Bank Agreements", and "RFP for Banking Services". Contracts and Facilities Services is the Office of Record. Add descriptions "Bank Analysis Statements" and "Cash Transactions". Remove start code "S" (Superseded) from Office Retention and Originals Destroyed. Records are created/received on a regular basis.
10	BUDGET - ADOPTED		X		Delete description "Budget Related Correspondence" and move records to record series #8 - Management/Preparation Files. Add description "Regional Program Quarterly Capital Call Summaries to merge record series #13 - Regional Program with this record series. Spell out description's acronym TYCIP (Ten Year Capital Improvement Program). Remove notation "Liberty" from Electronic designation. The "X" includes any and all electronic systems that house this type of records. Add citation GC §60201 - 2 years from record series #13.
13	REGIONAL PROGRAM		X		Delete record series and move records to record series #10 - Budget - Adopted.
15	QUARTERLY CALL REPORTS WORKING PAPERS		X		Delete record series and move records to record series #8 - Management/Preparation Files.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Financial Planning

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
16	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

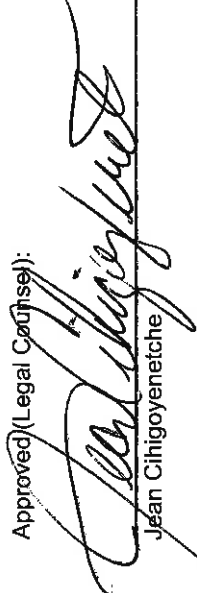
Approved (Department Manager):

 # 888

Javier Chagoyen-Lazaro

Date: 05/02/2015

Approved (Legal Counsel):


Jean Cihigoyenetché

Date: 3-26-15

Approved (Division Manager):

 #643

Christina Valencia

Date: 3/18/15

Retention Schedule Updated (Records Management Coordinator):


Maria Catalan

Date: 4/22/15



RECORDS RETENTION SCHEDULE
Human Resources

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)	
2	DEFERRED COMPENSATION FILES Contracts Enrollment Information Separated/Retired	T+1	PT+1	PT+1	CCP §337 - 4 years 29 CFR 1627.3 - 1 year after termination of plan or system.
3	GRIEVANCE AND INVESTIGATION Complaints Department of Fair Employment and Housing (DFEH) Equal Employment Opportunity Commission (EEOC) Employee Hearings Employment Lawsuits	CL+2		CL+2	GC §60201/12946 - 2 years
4	EQUAL EMPLOYMENT OPPORTUNITY-4 REPORTS	3		3	29 CFR 1602.30 - 3 years
7	EMPLOYMENT ELIGIBILITY VERIFICATION FORMS (I-9)	T+3		T+3	The later of 3 years from hire or 1 year from termination (State Guidelines) GC §60201/12946 - 2 years
9	INSURANCE FILES	E+2		E+2	GC §60201 - 2 years
10	JOB APPLICANT FILES/RECRUITMENT Advertisements Applications EEO Data Forms Interview Schedules Job Descriptions Questions Posting Forms Request to Fill Positions	2		2	GC §60201/12946 - 2 years

By: (Department Manager) *Shamir Bhujini* Date: *2/19/15* By: (Legal Counsel) *Paula...* Date: *3-26-15*
 By: (Division Manager) *Jahn...* Date: *3/18/15* By: (Board of Directors) _____ Date: _____

LEGEND
 RETENTION: AV = AFTER VERIFICATION C = COMPLETION CL = CLOSURE E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
 PT = PLAN TERMINATION S = SUPERSEDED T = TERMINATION
 CITATIONS: CCP = CODE OF CIVIL PROCEDURES CCR = CALIFORNIA CODE OF REGULATIONS CFR = CODE OF FEDERAL REGULATIONS
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RECORDS RETENTION SCHEDULE

Human Resources

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Vital	Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM						
			Originals Destroyed (Total Years)						
11	PERSONNEL FILES Benefit Information Commendations/Disciplinary Actions Employee Training Certificates Employment Information (checklist) Fact Sheets, Appraisals General Information Payroll Changes	T+3	4	T+7	X	X		29 CFR 1627.3 (a) (1-6)/GC §60201 3 years if the record contains information detailed under 29 CFR 1627.3 (a) (1-6); otherwise 2 years.	
13	MEDICAL FILES Family Leave Information Medical History Forms Physicians/Hospital Correspondence Pre-employment Medical Files	T+2	28	T+30		X		8 CCR 3204 (d) (1) (A) - 30 years	
15	EMPLOYEE PLANS AND PROGRAMS Correspondence Employee Assistance Program Rideshare Program Succession Plan Surveys and Studies Wellness Program	2	2	4		X		CCP §334 - 4 years GC §60201 - 2 years	
16	TEMPORARY SERVICE FILES	2	1	3				29 CFR 1627.3 - 3 years	
22	EMPLOYEE TRAINING FILES Personal/Professional Development Safety	3		3				29 CFR 1627.3 - 3 years	
29	EMPLOYMENT DEVELOPMENT DEPARTMENT RECORDS Employer Account Statements Forms Unemployment Claims	4		4		X		22 CCR §1085-2 (c) - 4 years	

LEGEND

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PT = PLAN TERMINATION S = SUPERSEDED T = TERMINATION

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RECORDS RETENTION SCHEDULE

Human Resources

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Vital	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)				
30	LABOR NEGOTIATIONS Correspondence Cost Data Memorandums of Understanding (MOUs) Personnel Manuals Salary Matrices Surveys and Studies	3	2	5		X	29 CFR 516.5 - 3 years Title 2 of CCR §570.5 - 5 years	
41	PC LOAN APPLICATIONS - Employee	C	4	C+4			Submit originals to Records Management for retention. CCP §337 - 4 years	
42	AGENCY POLICIES AND PROCEDURES	C	P			X	Submit originals to Records Management for retention. GC §60201 (d)(1) - Permanent	
46	WAGE GARNISHMENTS	2	2	4	X		CCP §337 - 4 years	
47	LITIGATION FILES	AS+2		AS+2			GC §60201 (d)(4) - 2 years after pending litigation/settlement resolved.	
48	REPORTS Accident/Incident Complaint Property Theft/Damage Vehicle Damage Cal/OSHA Log & Summary (Form 300)	5		5			29 CFR 1904.33 - 5 years 8 CCR 14300.33 - 5 years following end of calendar year that these records cover.	
49	SAFETY DATA SHEETS	S	Scanned 30	S+30		X	8 CCR 3204 (d) (1) (B) - 30 years Image retained for 30 years. Copies in various departments.	

LEGEND

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PT = PLAN TERMINATION S = SUPERSEDED T = TERMINATION

CITATIONS: CCP= CODE OF CIVIL PROCEDURES CCR = CALIFORNIA CODE OF REGULATIONS CFR= CODE OF FEDERAL REGULATIONS
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RECORDS RETENTION SCHEDULE

Human Resources

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM		Vital				
			Originals Destroyed (Total Years)						
50	SAFETY FILES AND FACILITY SAFETY FILES Confined Space Permits Hazard Reports Inspection Followup Records Inspection Reports (County, OSHA, Safety Department) Lockout/Tagout logs	2		2				GC §60201 - 2 years	
51	SAFETY COMMITTEE RECORDS Meeting Agendas and Minutes	2		2				GC §60201 - 2 years	
52	BUSINESS EMERGENCY PLANS	2	Scanned (P)	AV			X	29 CFR 1910.38 - Permanent	
53	SAFETY/RISK MANAGEMENT MANUALS Department of Transportation Random Testing (Drug and Alcohol Testing) Summary Logs Emergency Response Manual National Incident Management System Guidelines (Standardized Emergency Management System -SEMS) Spill Prevention Control/Measure	2	Scanned (P)	AV				GC §60201 - Permanent	
54	WORKERS COMPENSATION CLAIMS	T+10	20	T+30			X	8 CCR 10102/15400.2 - latest of (5 years from date of injury, 1 year from date of last provided compensation, or after audit findings have become final. 29 CFR 1910.1020 - Duration of employment plus 30 years.	
55	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A				This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

RETENTION: AV = AFTER VERIFICATION C = COMPLETION CL = CLOSURE E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
PT = PLAN TERMINATION S = SUPERSEDED T = TERMINATION

CITATIONS: CCP= CODE OF CIVIL PROCEDURES CCR = CALIFORNIA CODE OF REGULATIONS CFR= CODE OF FEDERAL REGULATIONS GC= GOVERNMENT CODE



REQUEST FOR AMENDMENT TO RECORDS RETENTION SCHEDULE

RECORDS OF: Human Resources

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	COBRA FILES		X		Delete record series and move records to record series #9 - Insurance Files.
2	DEFERRED COMPENSATION PLAN FILES		X		Change Office retention from 4 years to T+1 (Termination plus one year), add Storage Retention PT+1 (Plan Termination plus one year), and change Originals Destroyed to PT +1 (Plan Termination plus one year). Add citation "29 CFR 1627.3 - 1 year after termination of plan or system."
3	DISCIPLINE, GRIEVANCE AND INVESTIGATION		X		Remove "Discipline" from record series name and description. No discipline records are included with this record series. Remove descriptions "Grievance", and "Investigation". They are included on the record series name. Spell out description acronyms "DFEH/EEOC". Change Office Retention and Originals Destroyed from T+3 (Termination + 3 years) to CL+2 (Closure plus 2 years). These records need to be retained for 2 years after closure. Remove remark "Filed with Personnel File at termination. After final resolution including all appeals are exhausted." Files will be filed separately from personnel files and will be destroyed 2 years after closure.
4	EEO-4 REPORTS		X		Spell out acronym "EEO" on record series name to "Equal Employment Opportunity".
9	INSURANCE FILES				Merge record series #1 - COBRA Files with this record series.
15	SUBJECT & CORRESPONDENCE (MISC)		X		Change record series name to "Employee Plans and Programs" to better describe this record series and to distinguish it from Business Emergency Plans (record series #52). Add description "Succession Plan" to merge record series #34 with this record series. Add description "Wellness Program" to merge record series #45 with this record series. Delete start code "AR" (Annual Review) from Office Retention and Originals Destroyed. All records are subject to review prior to destruction. Add citation GC §60201 - 2 years from records series #34 and 45.
22	EMPLOYEE TRAINING FILES		X		Replace descriptions "Training Summary", and "TEAMS Training" with training categories "Personal/Professional Development", and "Safety" to merge record series #15 (Employee Training) from Safety, Risk and Support Services with this record series.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Human Resources

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
29	EDD RECORDS		X		Edit record series name to spell out acronym "EDD" to "Employment Development Department".
34	SUCCESSION PLAN		X		Delete record series and move records to record series #15 - Employee Plans and Programs.
45	WELLNESS PROGRAM		X		Delete record series and move records to record series #15 - Employee Plans and Programs.
46	WAGE GARNISHMENTS	X			New record series.
47	LITIGATION FILES	X			New record series.
	ACCIDENT/INCIDENT REPORTS	X			Transferred from Safety, Risk and Support Services. Rename record series to "Reports" to merge record series #2 (CAL/OSHA Log & Summary Reports) from Safety, Risk and Support Services with this record series.
	CAL/OSHA LOG & SUMMARY REPORTS	X			Transferred from Safety, Risk and Support Services. Delete record series and move records to record series #48- Reports.
	SAFETY DATA SHEETS	X			Transferred from Safety, Risk and Support Services.
	SAFETY FILES AND FACILITY SAFETY FILES	X			Transferred from Safety, Risk and Support Services.
	SAFETY COMMITTEE RECORDS	X			Transferred from Safety, Risk and Support Services.
	BUSINESS EMERGENCY PLANS	X			Transferred from Safety, Risk and Support Services. Delete descriptions "Montclair Pump, Philadelphia Pump Station, Prado Park Dechlorination & Lift Station, Co-Composting Facility, Desalter I, Desalter Project, Upland Hills Wastewater Reclamation, RP-1/RP-2/RP-4/RP-5/RP-5 Solids/CCWRF, and IERCF" to include any and all locations.
	SAFETY/RISK MANAGEMENT MANUALS	X			Transferred from Safety, Risk and Support Services. Spell out descriptions' acronyms "DOT - Department of Transportation", "NIMS - National Incident Management System", and "SEMS-Standardized Emergency Management System". Remove start code "AR" from Office Retention. All records are subject to annual review prior to destruction.
	EMPLOYEE TRAINING	X			Transferred from Safety, Risk and Support Services. Merge records with record series #22 (Safety)

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Human Resources

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	WORKERS COMPENSATION CLAIMS	X			Transferred from Safety, Risk and Support Services. Change Office Retention from T+1 to T+10 (Termination plus 10 years), Storage Retention from Permanent to 20 years, and add Originals Destroyed to T+30 (Termination plus 30 years). Delete legal citation GC §34090. It does not apply. Edit citation to read, "8 CCR 10102/15400.2 - latest of (5 years from date of injury, 1 year from date of last provided compensation, or after audit findings have become final", and "29 CFR 1910.1020-Duration of employment plus 30 years".
	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

Sharmeen Bhojani
Sharmeen Bhojani

Approved (Legal Counsel):

Jean Cihigoyenetché
Jean Cihigoyenetché

Date: 2/19/15

Date: 3-26-15

Approved (Division Manager):

Christina Valencia #643
Christina Valencia

Retention Schedule Updated (Records Management Coordinator):

Maria Catalan
Maria Catalan

Date: 3/18/15

Date: 4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

RECORDS RETENTION SCHEDULE
Internal Audit

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Date:	By: (Legal Counsel)	Date:
		Office Storage	Transfer to RM Originals Destroyed (Total Years)	Vital			
1	AUDIT REPORTS Audit Reports/Corrective Actions/Responses Supporting Documents and Workpapers	AU+10	N/A		2/22/15	[Signature]	3-26-15
2	ADMINISTRATIVE CORRESPONDENCE - GENERAL Annual Audit Plan Comprehensive Annual Financial Report - Internal Audit Review and Workpapers Correspondence Meetings Training Manuals/Information	6	6			By: (Board of Directors)	
3	SPECIAL PROJECTS (Not Grant-Related)	10	10				
4	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P	5 7 10 N/A				

Electronic	Confidential	Historical	REMARKS/CITATIONS
X			GC §60201 (d)(10) - Permanent
			CCP §337 - 4 years
X			CCP §337/CCP §337.15 - 4/10 years after expiration of contract subject; 10 years if project involves Real Property.
X			This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

RETENTION: AU = AUDIT N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP = CODE OF CIVIL PROCEDURES GC = GOVERNMENT CODE

LEGEND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Internal Audit

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	INTERNAL AUDITING - Workpapers		X		Rename record series to "Audit Reports" to include internal and external audit reports and workpapers. Delete description "Comprehensive Annual Financial Report (CAFR)". Accounting and Fiscal Management department is the office of record. Add note "and Workpapers" to description "Supporting Documents". Replace electronic designation "PIPES" with an "X" to include any and all systems where these records are saved info.
2	ADMINISTRATIVE CORRESPONDENCE - GENERAL		X		Rename description "External Audit Workpapers/reports to "Comprehensive Annual Financial Report-Internal Audit Review and Workpapers" Delete description "Budget". Financial Planning is the Office of Record. Delete description "Special Projects" and create a new record series. Special projects need to be retained for 10 years.
3	SPECIAL PROJECTS (Not Grant-Related)	X			Add record series
4	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			Add record series

Approved (Department Manager):

Teresa Velarde
Teresa Velarde

Date: 2/22/15

Approved (Legal Counsel):

Jean Chigoyenetcha
Jean Chigoyenetcha

Date: 3-26-15

Retention Schedule Updated (Records Management Coordinator):

Marie Catalan
Marie Catalan

Date: 4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

RECORDS RETENTION SCHEDULE
Laboratory

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				REMARKS/CITATIONS
		Office	Storage	Originals Destroyed (Total Years)	Transfer to RM	
1	LABORATORY EQUIPMENT FILES Operating Manuals Maintenance Manuals	S+1		S+1		22 CCR 64815 - 3 years
2	LABORATORY FILES Analytical Results Bacti-analysis Reports Bench data summary laboratory Bioassay results Chromatographic analysis reports Chain of Custody Forms (Laboratory copy) Water sample laboratory reports Quality assurance logs Correspondence	1	4	5		California Regional Water Quality Control Board Recordkeeping Requirements Order No. R8-2009-0021, NPDES No. CA8000409 - 5 years
3	CHEMICAL INVENTORY Annual inventory list Employee Exposure Report - Methylene Chloride	30		30		X 8 CCR 3204 (c)(5)(D) - 30 years
4	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A		X This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

By: (Department Manager) *[Signature]* Date: 2-23-15
By: (Legal Counsel) *[Signature]* Date: 3-26-15
By: (Division Manager) *[Signature]* Date: 3/15/15
By: (Board of Directors)

RETENTION: N/A = NOT APPLICABLE P = PERMANENT S = SUPERSEDED
CITATIONS: CCR = CODE OF CALIFORNIA REGULATIONS

LEGEND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Laboratory

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
2	LABORATORY FILES		X		Replace legal citation with "California Regional Water Quality Control Board Recordkeeping Requirements Order No. R8-2009-0021 NPDES No. CA8000409 - 5 years".
4	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

Nel Groenveld
Nel Groenveld

Date: 2-23-15

Approved (Legal Counsel):

Jean Cihigoyenetchg
Jean Cihigoyenetchg

Date: 3-26-15

Approved (Department Manager):

Chris Berch
Chris Berch

Date: 3/15/15

Retention Schedule Updated (Records Management Coordinator):

Maria Santana
Maria Santana

Date: 4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

**RECORDS RETENTION SCHEDULE
Maintenance**

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Date:	By: (Department Manager)	Date:	By: (Legal Counsel)	Date:
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)					
2	MAINTENANCE/EQUIPMENT FILES Corrective Maintenance Work Orders Preventative Maintenance Work Orders	2		2	<i>[Signature]</i>	2/19/15	<i>[Signature]</i>	3-26-15	
5	MANUALS Operating Manuals Maintenance Manuals Vendors	S+1	1	S+2	<i>[Signature]</i>	2/19/15	By: (Board of Directors)		
9	WAREHOUSE MATERIALS REQUISITIONS Goods Issued Receipt Activity Records Reorder Reports	1	3	4				GC §60201 - 2 years GC §60201 - 2 years	
10	PROJECTS, PROGRAMS AND PLANS (Not Grant-funded)	C+1	9	C+10				X CCP § 337 - 4 years.	
11	VEHICLE/EQUIPMENT FILES Maintenance/Mileage Report Files Vehicle Information Forms (VIF)	1	3	4				X CCP § 337.15 - 10 years X CCP § 337 - 4 years	
12	INFORMATION TECHNOLOGY ASSET FORMS	C+1	1	C+2				X GC §60201 - 2 years	
13	DOMESTIC WASTE HAULER DUMP STATION FILES Billing Logs Correspondence Daily Reports Discharge Reports Septic Tank and Cesspool Manifests Rejection Loads Violations	3		3				14 CCR 18808.4 - 3 years	

LEGEND

RETENTION: C = COMPLETION N/A = NOT APPLICABLE S = SUPERSEDED P = PERMANENT
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RECORDS RETENTION SCHEDULE
Maintenance

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office	Storage	Transfer to RM					
				Originals Destroyed (Total Years)					
14	EMPLOYEE SAFETY PERMITS Confined Space Entry Hotwork	2		2				Send copies to Human Resources. GC §60201 - 2 years	
15	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A			X	This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

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**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Maintenance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
2	MAINTENANCE/EQUIPMENT FILES		X		Change Office Retention from 1 to 2 years, delete Storage Retention "LA" (Life of Asset), and change Originals Destroyed from LA (Life of Asset) to 2 years. Replace Electronic Designation "SAP" with an "X" to include any and all electronic systems that house this type of records.
5	MANUALS		X		Change Office Retention from S (Superseded) to S+1 (Superseded plus one year), and Storage Retention from 2 to 1 year.
9	PURCHASE ORDER REQUISITIONS - WAREHOUSE			X	Rename record series to "Warehouse Materials Requisitions" to avoid confusing these records with purchase orders kept by Contracts and Facilities Services department. Delete description "Materials Requisitions". It will be included on the revised record series name. Change Office Retention from 4 to 1 year, and add Storage Retention 3 years. Replace Electronic Designation "SAP" with an "X" to include any and all electronic systems that house this type of records.
10	PROJECTS, PROGRAMS AND PLANS (Not Grant-Funded)	X			New record series.
11	VEHICLE/EQUIPMENT FILES	X			New record series. Add description "Vehicle Information Forms". Records were transferred from Contracts and Facilities Services department.
12	INFORMATION TECHNOLOGY ASSET FORMS	X			Add description "Vehicle/Equipment Maintenance" New record series.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Maintenance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
13	DOMESTIC WASTE HAULER DUMP STATION FILES	X			Transferred from Pretreatment and Source Control (Department dissolved). Remove words "Domestic waste hauler" from descriptions "Domestic waste hauler discharge report, and "Domestic waste hauler septic tank and cesspool manifest", and remove words "Domestic Dump Station" from description "Domestic Dump Station Daily Report". These words are already included on the record series name. Delete descriptions "Permit Applications", and "Permits-Duplicate". Planning and Environmental Compliance is the Office of Record. Delete description "Certificate of Liability Insurance". Contracts and Facilities Services is the Office of Record. Replace description "Enforcement" with "Violations" to make it more descriptive. Delete Storage Retention 2 years, and change Originals Destroyed from 5 to 3 years.
14	EMPLOYEE SAFETY PERMITS	X			New record series.
14	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

Ernest Yeboah 89755

Ernest Yeboah

Approved (Legal Counsel):

Jean Cihigoyenetcher

Jean Cihigoyenetcher

Date: 2/19/15

Date: 3-26-15

Approved (Division Manager):

Ernest Yeboah

Ernest Yeboah

Retention Schedule Updated (Records Management Coordinator):

Maria Carahan

Maria Carahan

Date: 2/19/15

Date: 4/22/15

RECORDS RETENTION SCHEDULE

Operations

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)				
24	EMPLOYEE SAFETY Permit logs Reports Training Meetings Process Safety/Tailgate	3		3			Send copies of permits to Human Resources. GC §60201 - 2 years 29 CFR 1627.3 - 3 years	
25	ENVIRONMENTAL COMPLIANCE REPORTS & STUDIES Biosolids Monitoring Reports California Environmental Quality Act (CEQA) Operations and Compliance Summaries	2	Scanned (P)	AV		X	Send CEQA records to Planning and Environmental Compliance for retention. GC §60201 (d) (10) - Permanent retention for Environmental Compliance. GC §60201 (d) (1) and CEQA Guidelines- Permanent.	
26	BOARD MEETINGS - IERCF INLAND EMPIRE REGIONAL COMPOSTING FACILITY Agenda Packets Minutes	C	Scanned (P)			X	Send records to Records Management for retention. GC §60201 - 2 years GC §60201 (d)(2-3) - Permanent	
32	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A		X	This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

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**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Operations

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	AGENCY FILES - Local, State, County, Federal Correspondence		X		Remove start code "AR" (Annual Review) from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
2	FACILITY OPERATIONS LOGS/REPORTS		X		Add "Charts" to record series name to merge records series #16 and #27 with this record series. These record series refer to facility operations, have the same retention period, and are governed by the same legal citation. Add description "Process Monitoring Charts" and a list of the facilities that create these charts. Add description "Inbound Biosolids Tickets/Sales Invoices with subdescription "IERCF" to merge record series #27 with this record series. Change Office Retention from 5 to 1 year, and add Storage Retention 4 years.
11	MANUALS			X	Delete record series. No manuals are kept or created.
16	PROCESS MONITORING CHARTS		X		Delete record series and move records to record series #2.
21	CORRESPONDENCE - General		X		Rename record series to Subject and Correspondence to make it more inclusive. Delete description "Budget (Dept)". Financial Planning is the Office of Record. Delete description "Training". Training records are included on record series #24 Change Office Retention from 5AR to 2 years, Storage Retention from 5 to 8 years, and Originals Destroyed from 10AR to 10 years. All records are subject to annual review prior to destruction.
23	VISITORS LOGS		X		Change Office Retention from S, R, & SS (Safety, Risk, and Support Services) to 1 CFS (One year send to Contracts and Facilities Services), and Originals Destroyed from S, R & SS to CFS (Contracts and Facilities Services). CFS is the Office of Record. Revise remark "Send to Safety, Risk and Support Services department" to "All facilities, including IERCF, send visitor logs to Contracts and Facilities Services for retention."

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Operations

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
24	EMPLOYEE SAFETY (Copies)		X		<p>Remove word "Copies" from record series name. Copies are non-records.</p> <p>Replace descriptions "Hazard Reports", "Incident Reports", and "Inspection Reports" with "Reports" to include any and all employee safety reports.</p> <p>Add word "Meetings" to description "Training" to add sub-descriptions "Process", and "Safety/Tailgate".</p> <p>Remove words "Confined Space Entry" from description "Confined Space Entry Permit Log" to include any and all permit logs.</p> <p>Add remark "Send copies of permits to Human Resources".</p>
25	REPORTS AND STUDIES		X		<p>Rename record series to "Environmental Compliance Reports & Studies" to emphasize that this record series relates to Environmental Compliance records only.</p> <p>Replace descriptions "Monthly Operations & Compliance Summaries, RP1/RP2 Biosolids Monitoring, IERCF, and RP5" with "Biosolids Monitoring Reports", and "Operations and Compliance Summaries" to make them more descriptive and inclusive.</p> <p>Add description "California Environmental Quality Act (CEQA). Change Office Retention from 5 to 2 years.</p> <p>Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that house this type of records.</p>
26	INLAND EMPIRE REGIONAL COMPOSTING FACILITY		X		<p>Rename record series to "Board Meetings - IERFC Inland Empire Empire Regional Composting Facility" to better describe the record series.</p> <p>Move description "CEQA" to record series #25 and spell out acronym to "California Environmental Quality Act".</p> <p>Delete description "Correspondence". It is included on record series #21 (Subject and Correspondence).</p> <p>Change Office Retention from P (Permanent) to C (Completion).</p> <p>Add remark "Send records to Records Management for retention".</p> <p>Replace Electronic Designation "Liberty" with an "X" to include any and all electronic systems that save this type of records.</p> <p>Add citation GC §60201 (d)(1) and CEQA Guidelines-Permanent</p>

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Operations

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
27	INLAND EMPIRE REGIONAL COMPOSTING FACILITY		X		Delete record series and move records to record series #2.
28	PROJECT FILES			X	Delete record series. Engineering and Construction Management is the Office of Record.
31	PROCESS TRAINING/TAILGATE		X		Edit record series name to separate process training and safety tailgate records. Move records to record series #24 and delete record series.
32	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series.

Approved (Department Manager):

Ernest Yeboah #935

Ernest Yeboah

Date:

2/19/15

Approved (Legal Counsel):

Jean Cihigoyenetché
Jean Cihigoyenetché

Jean Cihigoyenetché

Date:

3-26-15

Approved (Division Manager):

Ernest Yeboah

Ernest Yeboah

Date:

2/19/15

Retention Schedule Updated (Records Management Coordinator):

Maha Catalán
Maha Catalán

Date:

4/22/15



RECORDS RETENTION SCHEDULE
Planning and Environmental Compliance

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			REMARKS/CITATIONS	By: (Legal Counsel)	Date:
		Office Storage	Transfer to RM Originals Destroyed (Total Years)				
1	PROJECTS, PROGRAMS AND PLANS (Not Grant-Related) Ten-Year Capacity Demand Forecast Ten-Year Capital Improvement Program	C+5	5	C+10	X	By: (Board of Directors)	Date: 3-26-15
3	AGENCY FILES (City, State, County, Federal) Annexation LAFCO Tract Maps	5	Scanned (P)	AV			Date:
8	REGIONAL CONTRACTING AGENCIES Analytical/Monthly/Quarterly/Annual Reports Correspondence Enforcement Inspections Monitoring	5		5	X		Date: 40 CFR 403.12 - 3 years
11	GENERAL REPORTS Environmental Impact Reports - Other Agencies	2		2	X		Date: Do not include reports related to this Agency's Environmental Compliance (See record series #16). GC §60201 - 2 years
14	BUILDING ACTIVITY REPORTS Billing Recharge Replenishment	5	5	10	X		Date: CCP §337.15 - 10 years after completion.
16	ENVIRONMENTAL COMPLIANCE Permit Files/Management Files NPDES SCAQMD (Permit to Operate) NRW Industrial Waste Discharge Regional NRW Client/Permit Drawings Recorded Documents Reports and Studies	C	Scanned (P)	N/A	X		Date: Send Originals to Records Management for permanent retention. Copies of permits issued to IEUA are located at various sites of the Agency. GC §60201 (d)(1)(8)(10)-Permanent CEQA Guidelines - Permanent 40 CFR 122.28 - Permanent

LEGEND

RETENTION: AV = AFTER VERIFICATION C = COMPLETION E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP = CODE OF CIVIL PROCEDURES CEQA = CALIFORNIA ENVIRONMENTAL QUALITY ACT CFR = CODE OF FEDERAL REGULATIONS
GC = GOVERNMENT CODE SRF = STATE REVOLVING FUND

RECORDS RETENTION SCHEDULE
Planning and Environmental Compliance

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM	Originals Destroyed (Total Years)				
19	SUBJECT AND CORRESPONDENCE Conferences/Meetings Energy Analysis Memberships NRW Client Capacity Contracts Public Information Uniform Distribution Workshops/Presentations	5	5	10		X	CCP §337 - 4 years CCP §337.15 - 10 years	
20	TEN-YEAR CAPITAL IMPROVEMENT - Backup (Calculations)	10	P				GC §60200/GC §60200 (d) (1). If duplicates, then retain for 2 years. Otherwise, keep permanent.	
21	PROJECTS, PROGRAMS AND PLANS (Grant-Related) Dry Year Yield Program Groundwater Recharge Plan Recycled Water Program Strategy Urban Water Management Plan, etc.	C+1	Scanned 35	C+36		X	CCP §337 - 4 years after completion. GC §60201 (d)(10) - Permanent SRF Loan Agreement Record Keeping Requirements-sections XV and 2.18 (b) - 36 years	
23	WATER CONSERVATION/REBATE PROGRAMS Applications	5	31	36		X	CCP §337 - 4 years SRF Loan Agreement Record Keeping Requirements-sections XV and 2.18 (b) - 36 years	
26	MWD BILLINGS	2	34	36		X	GC §60201 - 2 years SRF Loan Agreement Record Keeping Requirements-sections XV and 2.18 (b) - 36 years	
30	WATER RESOURCES Agricultural Certifications Allocations of Building Activity Billing Service Connections Capacity Charges MWD Deliveries Recharge Activities Replenishments	2		2			GC §60201 - 2 years	

LEGEND

RETENTION: AV = AFTER VERIFICATION C = COMPLETION E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP= CODE OF CIVIL PROCEDURES CEQA = CALIFORNIA ENVIRONMENTAL QUALITY ACT CFR= CODE OF FEDERAL REGULATIONS
GC= GOVERNMENT CODE SRF = STATE REVOLVING FUND

RECORDS RETENTION SCHEDULE
Planning and Environmental Compliance

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM					
			Originals Destroyed (Total Years)	Vital				
31	REGULATORY REPORTS Annual Emission Groundwater Recharge NPDES SCAQMD Stormwater Testing Results Violations Water Supply	5	Scanned (P)	AV		X	Official copies of reports submitted by IEUA. GC §60201 (d)(10)-Permanent	
34	REGULATORY REPORTS (Backup) Drafts Notes Working Papers	2		2			GC §60200 - 2 years	
35	PRETREATMENT FILES Chain of Custody Correspondence Enforcement Data Inspections Manifest Monitoring O&M Manuals Production Monitoring Data Self-Monitoring Report (SMR) Requirement Slug Discharge Control	3	2	5		X	Drawings are filed with record series #16 for permanent retention. CCP §337 - 4 years after completion on contract work	
36	INDUSTRIAL CLIENT FLOW METER CHARTS Circular and Strip Charts	3		3		X	Stored on Compact Flash Disks 40 CFR 122.41 - 3 years	

LEGEND

RETENTION: AV = AFTER VERIFICATION C = COMPLETION E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
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RECORDS RETENTION SCHEDULE
Planning and Environmental Compliance

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)				Historical	Confidential	Electronic	REMARKS/CITATIONS
		Office Storage	Transfer to RM		Vital				
			Originals Destroyed (Total Years)						
37	PRETREATMENT REFERENCE RECORDS Baseline Monitoring Reports (BMR) Fact Sheets Pipeline Condition Assessments (CCTV) Process Diagram Regulatory Agencies Agreements/Contracts Slug Discharge Control	10	10	20			X	Records are needed for administrative purposes when issuing or renewing permits. 40 CFR 403.12 - 3 years.	
38	RECYCLED WATER CUSTOMERS Correspondence	4		4				CCP §337 - 4 years after expiration of contract.	
39	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A				This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.	

LEGEND

RETENTION: AV = AFTER VERIFICATION C = COMPLETION E = EXPIRATION N/A = NOT APPLICABLE P = PERMANENT
CITATIONS: CCP= CODE OF CIVIL PROCEDURES CEQA = CALIFORNIA ENVIRONMENTAL QUALITY ACT CFR= CODE OF FEDERAL REGULATIONS
GC= GOVERNMENT CODE SRF = STATE REVOLVING FUND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	10-YEAR CAPACITY DEMAND FORECAST		X		Rename record series to "Projects, Programs and Plans (Not Grant-Related)" to include other Agency's projects, programs and plans that are not funded with grants. Add descriptions "Ten-Year Capacity Demand Forecast", and "Ten-Year Capital Improvement Program (record series #2)". Change Office Retention from 5AR (5 years annual review) to C+5 (Completion plus 5 years), and Originals Destroyed from 10AR (10 years annual review) to C+10 (Completion plus 10 years).
2	10-YEAR CAPITAL IMPROVEMENT PROGRAM		X		Delete record series and merge records with record series #1
3	AGENCY FILES (City, State, County, Federal)		X		Remove event "AR (Annual Review)" from Office Retention - All records are subject to annual review prior to destruction.
7	CONTRACT/AGREEMENT MANAGEMENT FILES			X	Delete record series. Contracts and Facilities Services is the Office of record.
8	CONTRACTING AGENCIES		X		Rename record series to "Regional Contracting Agencies" to include record series #3 from dissolved department "Pre-Treatment and Source Control". Add descriptions "Correspondence", "Enforcement", "Inspections", "Monitoring", and "Reports" from record series #3 from dissolved department "Pre-treatment and Source Control". Change Office Retention and Originals Destroyed from 3 to 5 years. Add Electronic Designation.
11	GENERAL REPORTS		X		Edit description "EIRs - Other Agencies" to "Environmental Impact Reports- Other Agencies" to spell out acronym EIRs. Remove description "Agency Billing Reports". It is included on record series #26 -MWD Billings. Add description "Regulatory Reports (Backup)" to merge record series #34 with this record series. Remove event "AR (Annual Review)" from Office Retention and Originals Destroyed - All records are subject to annual review prior to destruction. Add remark "Do not include reports related to Environmental Compliance (See record series #18)." Add Electronic Designation.
14	BUILDING ACTIVITY REPORTS		X		Add description "Billing Recharge Replenishment". Remove event "AR (Annual Review)" from Office Retention and Originals Destroyed - All records are subject to annual review prior to destruction.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
16	REGIONAL FACILITY FILES		X		Rename record series to "Environmental Compliance" to include record series #25 - Environmental Compliance". Add description "Permit Files/Management Files" to merge records series #32 and #33 with this record series. Add description "Regional NRW Client/Permit Drawings" to merge description "drawings" from record series #2 from dissolved department "Pre-Treatment and Source Control" and keep drawings permanently. Add descriptions "Recorded Documents" (record Series #25). Add description "Reports and Studies" to merge record series #18 with this record series. Replace Originals Destroyed event "AV" (After Verification), and replace it with "N/A" (Not Applicable). Original records are not destroyed after scanning. Add Vital Designation. Add remark "Send Originals to Records Management for permanent retention. Copies of permits issued to IEUA are located at various sites of the Agency." Add citations "GC §60201 (d)(1)(8)(10), and 40 CFR 122.28 - Permanent" to include citations from record series #25, #32, and #2 (Pre-treatment and Source Control). Delete record series and merge with record series #16 - Environmental Compliance.
18	REPORTS & STUDIES		X		Delete record series and merge with record series #16 - Environmental Compliance.
19	SUBJECT AND CORRESPONDENCE		X		Delete description "Budget (Department)". Financial Planning is the Office of Record. Add descriptions "Conferences", "Memberships", and "Uniform Distribution" from record series #8 from Pre-treatment and Source Control". Delete description "Consultants". Records are included in record series #7 Contract/Agreement Management Files. Delete description "General Reports". It is included in record series #11- General Reports. Delete description "Miscellaneous" for being non-descriptive. Remove event "AR (Annual Review)" from Office Retention and Originals Destroyed - All records are subject to annual review prior to destruction. Add Electronic Designation.
20	TEN-YEAR CAPITAL IMPROVEMENT - Backup (Calculations)		X		Change Office Retention from 2AR to 10 years.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
21	PROJECT FILES		X		Rename record series to "Project, Programs and Plans (Grant-Related)" to include any and all projects, programs and plans funded with grants. Add some descriptions to provide guidance on what projects belong to this record series. Change Office Retention from C to C+1 (Completion plus one year), Storage Retention from Scanned (P) to Scanned 35, and Originals Destroyed from P (Permanent) to C+36 (Completion plus 36 years). Add Electronic Designation. Add citations GC §60201 (d)(10) - Permanent, and SRF Loan Agreement Recordkeeping Requirements sections XV and 2.18 (b) - 36 years.
23	WATER CONSERVATION/REBATE PROGRAMS Applications		X		Delete descriptions to include any and all water conservation/rebate programs. Add description "Applications". Change Storage retention from 13 to 5 years, Storage Retention from 13 to 31 years, and Originals Destroyed from 15 to 36 years. Add citation "SRF Loan Agreement Recordkeeping Requirements - sections XV and 2.18 (b) - 36 years.
24	DRY YEAR YIELD PROGRAM		X		Delete record series and merge with record series #21.
25	ENVIRONMENTAL COMPLIANCE		X		Delete record series and merge with record series #16.
26	MWD BILLINGS			X	Change Office Retention from AU+2 to 2, add Storage Retention 34 years, and change Originals Destroyed from AU+2 to 36 years. Add citation "SRF Loan Agreement Recordkeeping Requirements - sections XV and 2.18 (b) - 36 years.
27	URBAN WATER MANAGEMENT PLAN		X		Delete record series. Move records to record series #21.
28	MEETING AGENDAS		X		Delete record series. Move records to record series #19.
29	PROJECT BACKUP FILES		X		Delete record series. Move records that relate to projects not funded with grants to record series #1 (Projects, Programs, and Plans (Not Grant-Funded)), and move records that relate to projects funded with grants to record series #21 (Projects, Programs, and Plans (Grant-Funded)).
30	WATER RESOURCES MISCELLANEOUS FILES		X		Rename record series to remove "Miscellaneous Files" from it. Add descriptions "Agricultural Certifications", "Allocations of Building Activity", "Billing Service Connections", "Capacity Charges", "MWD Deliveries", "Recharge Activities", and "Replenishments" Delete start code "AR (Annual Review)" from Office Retention and Originals Destroyed -All records are subject to annual review before destruction.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
31	REGULATORY REPORTS		X		Remove word "Reports" from all descriptions. "Reports" is already included on the record series name. Remove "Monthly/Annual" from description NPDES to include any and all reports.
32	PERMIT FILES		X		Delete record series and move records to record series #16.
33	PERMIT MANAGEMENT FILES		X		Delete record series and move records to record series #16.
	NRW FILES	X			Transferred from Pre-treatment and Source Control (Department dissolved). Rename record series to "Pretreatment Files" to include record series #7. NRW is part of Pretreatment. Delete description "Contracts - Duplicate". Contracts and Facilities Services is the Office of Record. Add descriptions "Production Monitoring Data", "Self Monitoring Report (SMR) Requirement", and "O&M Manuals" to merge record series #2 with this record series.
	NRW CLIENT/PERMIT FILES	X			Add remark "Drawings are filed with record series #16 for permanent retention". Transferred from Pre-treatment and Source Control (Department dissolved). Move description "Capacity Contract" to record series #19 (Subject and Correspondence). Delete description "Drawings" and move it to record series #16 to keep drawings permanently. Edit description "BMR" to spell out the acronym to "Baseline Monitoring Report (BMR)", and "SMR Requirement" to "Self Monitoring Report (SMR) Requirements" to spell out acronyms and move contents to record series "NRW Files". Move descriptions "Permits" and "Permit Applications" to record series #16 - Environmental Compliance. Move descriptions "Production Monitoring Data, Permit Applications, Permits, Fact Sheets, Process Diagram, and O&M Manuals to record series "Pretreatment Files". Delete description "Compliance Reports". It is included on record series #16 - Environmental Compliance.
	REGIONAL CONTRACTING AGENCIES	X			Transferred from Pre-treatment and Source Control (Department dissolved). Edit description "Analytical/Monthly/Quarterly/Annual Reports" to "Reports" to include any and all reports. Move records to record series #8

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	INDUSTRIAL CLIENT FLOW METER CHARTS	X			Transferred from Pre-treatment and Source Control (Department dissolved).
	PRETREATMENT FILES - RWQCB/EPA/ STATE/SAWPA/CSDOC/CSDLA	X			Transferred from Pre-treatment and Source Control (Department dissolved). Delete record series and include contents of record series descriptions "Analytical/Quarterly/Monitoring Reports", with description "Compliance Reports". Move contents of description "Agreements/Contracts" to record series #37 (Pretreatment Reference Records).
	SUBJECT AND CORRESPONDENCE	X			Transferred from Pre-treatment and Source Control (Department dissolved). Delete description "Budget". Financial Planning is the Office of Record. Delete description "Purchase Orders - Duplicate". Contracts and Facilities Services is the Office of Record. Delete description "Tailgate Topics". Human Resources is the Office of Record. Delete record series and merge with record series #19.
	REFERENCE MANUALS			X	Delete record series. Reference manuals are no longer kept or created.
	REPORTS AND STUDIES		X		Transferred from Pretreatment and Source Control. Delete record series and move reports and studies related to environmental compliance to record series #16 (Environmental Compliance), and move reports and studies not related to environmental compliance to record series #11 (General Reports).
	SPECIAL PROJECTS FLOW MONITORING	X			Transferred from Pre-treatment and Source Control (Department dissolved). Rename record series to "Pretreatment Reference Records" to include other records used for reference purposes when issuing permits. Add descriptions " Baseline Monitoring Report (BMR)", "Fact Sheets", "Pipeline Condition Assessments (CCTV)", and "Process Diagram", "Regulatory Agencies Agreements/Contracts", and "Slug Discharge Control". Change Office Retention from 5 to 10 years, add 10 years storage retention, and change Originals Destroyed from 5 years to 20 years. These records are needed for administrative purposes when issuing or renewing permits. Delete remark "Pipeline inspections kept on CCTV Server". Remark has been included on description "Pipeline Condition Assessments (CCTV)". Add remark "Records are needed for administrative purposes when issuing or renewing permits" to justify the retention of these records for 20 years.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

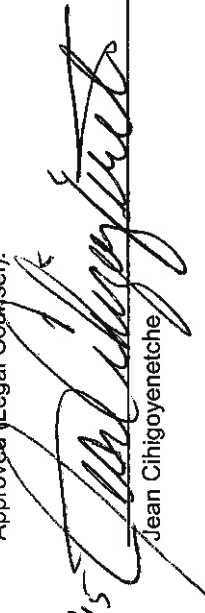
RECORDS OF: Planning and Environmental Compliance

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	REBATE PROGRAM	X			Transferred from Pre-treatment and Source Control (Department dissolved). Delete record series and merge records with record series #23 (Water Conservation/Rebate Programs).
	RECYCLED WATER CUSTOMERS	X			Transferred from Engineering and Construction Management. New record series.
	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			

Approved (Department Manager):


Sylvie Lee

Approved (Legal Counsel):


Jean Cihigoyenetché

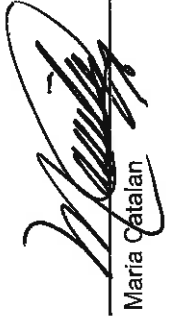
Date: 2/10/15

Date: 3-26-15

Approved (Division Manager):


Chris Berch

Retention Schedule Updated (Records Management Coordinator):


Maria Catalan

Date: 3/15/15

Date: 4/22/15



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Pretreatment and Source Control

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
1	PRE-TREATMENT AND SOURCE CONTROL NRW FILES			X	Delete records retention schedule. Department has dissolved.
2	NRW CLIENT/PERMIT FILES			X	Transfer to Planning and Environmental Compliance department. Delete Originals Destroyed After Verification - Records will not be destroyed.
3	REGIONAL CONTRACTING AGENCIES			X	Transfer to Planning and Environmental Compliance department.
4	DOMESTIC WASTE HAULER DUMP STATION FILES			X	Transfer records to Maintenance department.
5	INDUSTRIAL CLIENT FLOW METER CHARTS			X	Transfer to Planning and Environmental Compliance department.
7	PRETREATMENT FILES - RWQCB/EPA/STATE/ SAWPA/CSDOC/CSDLA			X	Transfer to Planning and Environmental Compliance department.
8	SUBJECT & CORRESPONDENCE			X	Transfer to Planning and Environmental Compliance department.
11	REFERENCE MANUALS			X	Transfer to Planning and Environmental Compliance department.
12	REPORTS AND STUDIES			X	Transfer to Planning and Environmental Compliance department.
13	SPECIAL PROJECTS FLOW MONITORING			X	Transfer to Planning and Environmental Compliance department.
14	REBATE PROGRAM			X	Transfer to Planning and Environmental Compliance department.

Approved (Division Manager):

Chris Berch
Chris Berch

Date:

3/15/15

Approved (Legal Counsel):

Jean Cihigoyenetché
Jean Cihigoyenetché

Date:

3-26-15

Retention Schedule Updated (Records Management Coordinator):

Maria Catarao
Maria Catarao

Date:

4/22/15



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Safety, Risk and Support Services

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
	SAFETY, RISK AND SUPPORT SERVICES			X	Delete records retention schedule. Department has dissolved.
1	ACCIDENT/INCIDENT REPORTS			X	Transfer to Human Resources.
2	CAL/OSHA LOG & SUMMARY REPORTS			X	Transfer to Human Resources.
3	MATERIAL SAFETY DATA SHEETS			X	Rename record series to "Safety Data Sheets". Transfer to Human Resources.
4	SAFETY FILES AND FACILITY SAFETY FILES			X	Transfer to Human Resources.
8	SAFETY COMMITTEE RECORDS			X	Transfer to Human Resources.
9	BUSINESS EMERGENCY PLANS			X	Transfer to Human Resources.
10	CLAIMS (Liability)			X	Transfer to Contracts and Facilities Services
11	INSURANCE CERTIFICATIONS			X	Transfer to Contracts and Facilities Services
12	INSURANCE FILES			X	Transfer to Contracts and Facilities Services
13	SUBJECT AND CORRESPONDENCE			X	Transfer to Contracts and Facilities Services
14	SAFETY/RISK MANAGEMENT MANUALS			X	Transfer to Contracts and Facilities Services
15	EMPLOYEE TRAINING			X	Transfer to Human Resources.
16	DMV			X	Transfer to Human Resources.
17	WORKERS COMPENSATION CLAIMS			X	Transfer to Contracts and Facilities Services.
18	RISK MANAGEMENT PLANS			X	Transfer to Human Resources.
19	PERFORMANCE AND PAYMENT BONDS			X	Transfer to Contracts and Facilities Services.
20	VIDEO TAPES-AGENCY PROPERTY			X	Transfer to Contracts and Facilities Services.
21	VISITORS LOGS			X	Transfer to Contracts and Facilities Services.
22	KEY FORMS			X	Transfer to Contracts and Facilities Services.
23	SECURITY TRAINING			X	Transfer to Contracts and Facilities Services.
24	FACILITY MANAGEMENT FILES			X	Transfer to Contracts and Facilities Services.
25	PROGRAM/PROJECT FILES (GRANT-RELATED)			X	Transfer to Contracts and Facilities Services.
26	RECORDS RETENTION SCHEDULES			X	Transfer to Contracts and Facilities Services.
27	RECORDS REQUESTS (Public and Agency)			X	Transfer to Contracts and Facilities Services.
28	RECORDS TRANSFER FORMS			X	Transfer to Contracts and Facilities Services.
29	RECORDS DESTRUCTION AUTHORIZATIONS			X	Transfer to Contracts and Facilities Services.
30	AGENCY GOVERNANCE			X	Transfer to Contracts and Facilities Services.
31	RECORDS MANAGEMENT INDICES			X	Transfer to Contracts and Facilities Services.
32	PC LOAN APPLICATIONS - Employee			X	Transfer to Contracts and Facilities Services.

**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: Safety, Risk and Support Services

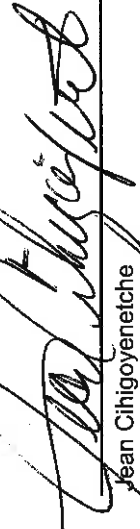
RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
33	AGENCY POLICIES AND PROCEDURES			X	Transfer to Contracts and Facilities Services.
34	CERTIFIED MAIL LOGS			X	Delete record series. Agency Management is the Office of Record.
35	VEHICLE RECORDS			X	Transfer to Contracts and Facilities Services
36	CONTRACTS (Originals)			X	Transfer to Contracts and Facilities Services

Approved (Department Manager):


Warren Green

Date: 2-19-15

Approved (Legal Counsel):


Jean Cihigoyenetché

Date: 3-26-15

Approved (Division Manager):


Christina Valencia

Date: 3/18/15

Retention Schedule Updated (Records Management Coordinator):


Marie-Catherine

Date: 4/22/15



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

RECORDS RETENTION SCHEDULE
Technical Services

RECORD SERIES NO.	RECORD SERIES TITLE	RETENTION PERIOD (Years)			REMARKS/CITATIONS
		Office	Storage	Transfer to RM	
3	REPORTS AND STUDIES	5	Scanned (P)	AS	GC §60201 (d) (10) - Permanent
4	COST CONTROL Cost Reduction Measures Cost Savings Efficiency Project UPC	2		2	GC §60201 - 2 years
6	CORRESPONDENCE - General Administration Staff Meetings and Workshops Training	5	5	10	CCP § 337 - 4 years CCP § 337.15 - 10 years
7	REFERENCE MANUALS	S+2		S+2	GC §60201 - 2 years
8	PROGRAMS AND PLANS (Not Grant-funded)	C+1	9	C+10	CCP § 337.15 - 10 years
9	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS 5 years folder (Emails with retention of 4-5 years) 7 years folder (Emails with retention of 5-7 years) 10 years folder (Emails with retention of 7-10 years) Permanent folder (Emails with permanent retention)	5 7 10 P		5 7 10 N/A	This record series relates to emails saved in Microsoft Outlook. Emails will be saved in the subfolder that corresponds to their respective retention periods.

By: (Department Manager) *Jeff Nockle #810* Date: *2-19-15*
By: (Legal Counsel) *[Signature]* Date: *3-26-15*

By: (Division Manager) *[Signature]* Date: *2/19/15*
By: (Board of Directors) *[Signature]* Date:

RETENTION: AS = AFTER SCANNING C = COMPLETED N/A = NOT APPLICABLE P = PERMANENT S = SUPERSEDED
CITATIONS: CCP = CODE OF CIVIL PROCEDURES GC = GOVERNMENT CODE

LEGEND



**REQUEST FOR AMENDMENT
TO RECORDS RETENTION SCHEDULE**

RECORDS OF: **Technical Services**
(Retention Schedule)

RECORD SERIES #	RECORD SERIES NAME	ADD	CHANGE	DELETE	DESCRIPTION OF REQUESTED AMENDMENT
6	CORRESPONDENCE - General		X		Delete Budget (Dept.) description. Financial Planning is the Office of Record. Remove retention code "AR (Annual Review)" from Office Retention and Originals Destroyed. All records are subject to annual review prior to destruction.
8	PROGRAMS AND PLANS (Not Grant-Funded)	X			New record series
9	DEPARTMENT SPECIFIC & PERMANENT EMAIL RECORDS	X			New record series

Approved (Department Manager):

Jeff Noelle #810

Jeff Noelle

Date: 2-19-15

Approved (Legal Counsel):

Jean Cihigoyenetché
Jean Cihigoyenetché

Jean Cihigoyenetché

Date: 3-26-15

Approved (Division Manager):

Ernest Yeboah #935

Ernest Yeboah

Date: 2-19-15

Retention Schedule Updated (Records Management Coordinator):

Maria Catalani
Maria Catalani

Date: 4/22/15

**ACTION
ITEM**

1E



Date: May 20, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(05/13/15)
Finance, Legal and Administration Committee (05/13/15)

From: *for* P. Joseph Grindstaff *WJG*
General Manager

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

Majid Karim *MK*
Acting Manager of Engineering

Subject: Consulting Engineering Services Contract Award for the New Water Quality Laboratory

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the consulting engineering services contract award to The Austin Company for the New Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$1,273,900;
2. Approve a Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$100,000; and
3. Authorize the General Manager to execute the budget appropriation and contract.

BACKGROUND

A preliminary evaluation of the existing laboratory facility was performed by Lisa Ohlund of RCM Consulting Engineers in December 2005. This review concluded that the existing laboratory facility at Regional Water Recycling Plant No. 1 (RP-1) presents several challenges including inadequate ventilation, lack of building insulation, numerous structural and storage space issues, in addition to being crowded and putting a limit on the annual number of samples

analyzed. Lack of insulation creates inadequate heating and cooling of the facility; which presents a challenge in maintaining conditions for bioassay and other tests to be performed successfully.

The Agency retained The Austin Company on April 19, 2006 to conduct a feasibility study for a new laboratory facility. In addition to considering all the challenges aforementioned, the Austin Company evaluated the future needs of the new laboratory and provided four alternatives for the location of the new facility supported by a Business Case Evaluation. The preferred alternative was to build the new laboratory facility on the RP-5 campus. In November 2009, the Agency has assembled a "Technical Panel" comprised of leading experts in laboratory design to review and discuss the feasibility study and prioritize items to be included in the new laboratory.

On May 19, 2010, the Agency retained The Austin Company via competitive solicitation process to provide consulting engineering services for the new main laboratory under Project No. EN08009. The Austin Company completed and delivered the 50 percent design submittal for Agency review; however, before it was reviewed the project was put on hold on October 26, 2010 as part of the Agency's cost containment plan,

In December 2013, the Agency decided to move forward with the New Water Quality Laboratory under a new Project No. EN15008, which was set to start in Fiscal Year (FY) 2015/16 upon Board approval. The New Water Quality Laboratory project's consultant scope will include the following major activities:

- Update the original 50 percent design to include necessary code changes
- Update the 50 percent design to include revisions of Leadership in Energy & Environmental Design (L.E.E.D), which is a green building certification program that recognizes best-in-class building strategies and practices
- Perform geotechnical investigation to ensure land stability at the New Lab site
- Expand the existing HVAC System for the buildings to include all necessary cooling for the Laboratory Building
- Finalize designs for the New Water Quality Laboratory and HVAC System
- Provide construction administration services throughout the project
- Provide necessary commissioning, testing and start-up services
- Retain a panel of experts to help review the major activities throughout the project

Since The Austin Company was selected through a formal solicitation and evaluation process to perform the initial design phase, Agency staff determined the most cost effective approach is to continue with The Austin Company to complete the project. Staff requested an updated proposal from The Austin Company based on the updated scope provided above. On April 13, 2015, the Agency received The Austin Company's proposal for comprehensive consulting engineering services for the not-to-exceed amount of \$1,273,900. The Austin Company committed to provide

the same project team to complete the design. The staff carefully reviewed, evaluated, and negotiated the said proposal with The Austin Company.

The New Water Quality Laboratory's original State Revolving Fund (SRF) financing Agreement with California State Water Resources Control Board (SWRCB) was revised in December 2013 upon the Agency's decision to resume the project to reflect updated construction milestones. The said Agreement will be revised again after receiving the construction bids (per State's instructions) to reflect the new project scope, costs and milestones. Current SRF loan financing Agreement by SWRCB includes 2.1 percent interest rate per annum and contingent principal forgiveness of \$1,050,337 (based on Recipient's performance under Agreement).

The Engineering and Construction project management approach to implement all design efforts for this project will utilize the Engineering Project Manager, Construction Manager, and designated staff from Operations and Laboratory. Additionally, the Agency will retain a panel of technical advisers with laboratory experience for quality assurance during design and construction. Due to the nature of this project, this will provide consistent coordination and retain centralized decision making in the project's execution.

Staff is requesting a budget reallocation of \$100,000 from FY 2015/16 to the current FY 2014/15 to cover consultant and IEUA staff costs until the beginning of FY 2015/16.

Following is the requested amended FY budget allocations:

	FY 2014/15	FY 2015/16
Current Allocation	\$0	\$1,800,000
Requested Allocation	\$100,000	\$1,700,000

The total projected costs are as follows:

PROJECT PHASE	PROJECTED COSTS
Total Project Budget (FY 2014/15)	\$17,100,000
Original Project Expenditure (consultant and IEUA labor – 50% Design)	\$650,000
Consultant Engineering Services	\$1,273,900
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
Construction Management	\$1,800,000
Estimated Construction Cost	\$14,026,100
Contingency (~15%)	\$2,200,000
Total	\$20,900,000
Total Project Budget (FY 2015/16)	\$20,900,000

The following is the projected project schedule:

PROJECT PHASE	DATE
Consulting Engineering Services Contract Award	May 20, 2015
Design Kickoff	June 1, 2015
Design Completion	January 2016
Advertise Bid	February 2016
Construction Contract Award	April 20, 2016
Project Completion	May 2019

The New Water Quality Laboratory Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within systems and facilities to meet essential service demands and to protect public health and environment.

PRIOR BOARD ACTION

On May 19, 2010, the Board awarded the consulting engineering contract to The Austin Company.

On April 19, 2006, the Board awarded a contract for the Performance Needs Assessment and Feasibility Study for a New IEUA Laboratory to The Austin Company.

IMPACT ON BUDGET

If approved, the consulting engineering services contract for the New Water Quality Laboratory Project No. EN15008, for the not-to exceed amount of \$1,273,900 in the Regional Wastewater O&M (RO) fund is within the total project budget of \$17,100,000. The FY 2014/15 appropriation will be \$100,000 and \$1,700,000 for FY 2015/16.

PJG:CB:MK:jz

New Water Quality Laboratory Consulting Engineering Services Contract Award

Project No. EN15008

May 2015



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Majid Karim, P.E.,
Acting Manager of Engineering

Jamal Zughbi, P.E.
Project Manager

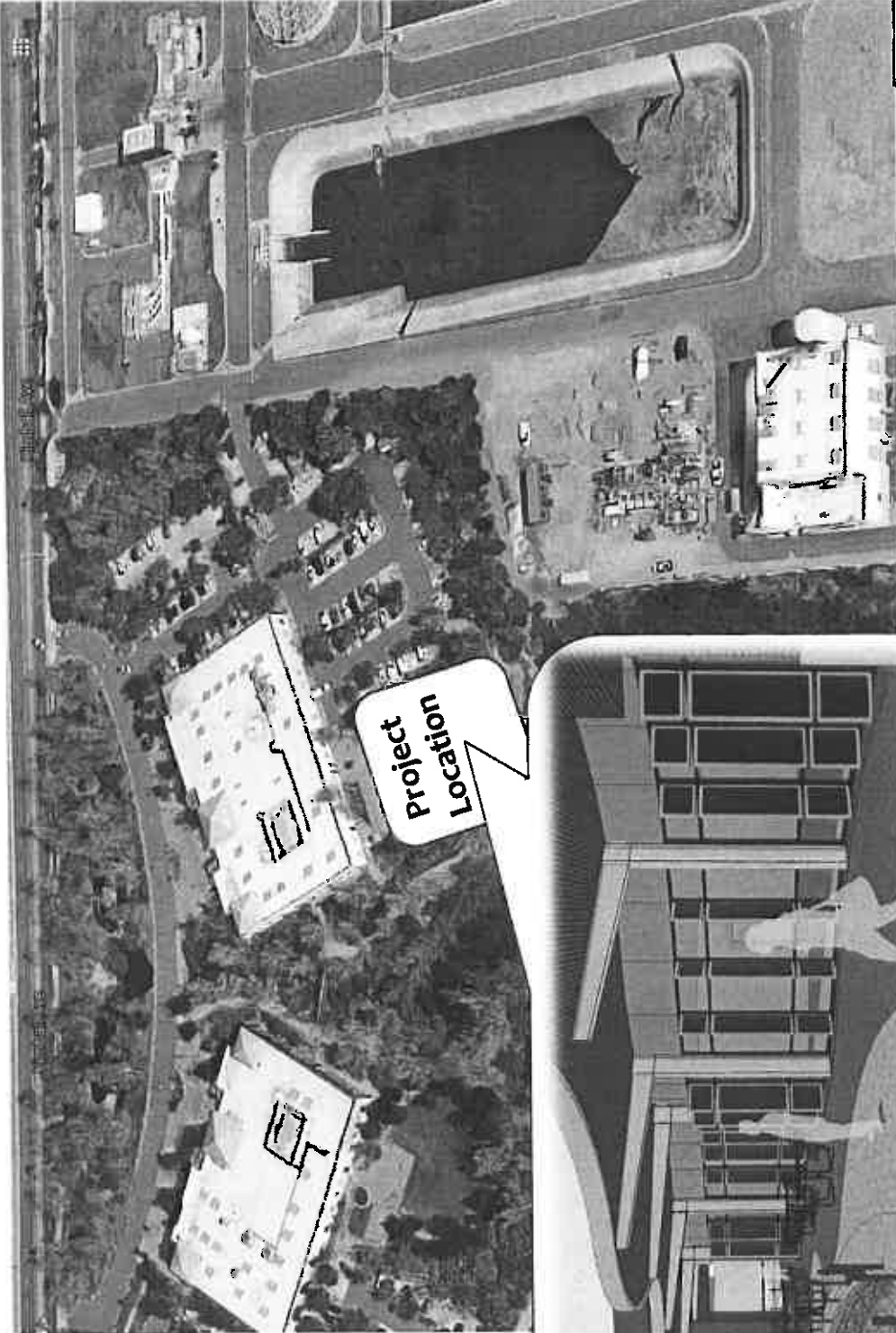
Project Request/Background

- Consulting Engineering Contract Award to The Austin Company (Austin)
- Current condition of RP-1 Laboratory:
 - Old and crowded (6,200 sq.ft.)
 - Limited expandability for future needs
 - Inadequate ventilation
 - Poor building insulation
 - Numerous Structural and storage issues
 - Limits on annual number of samples analyzed



Existing Lab

Headquarters Aerial View (New Lab Location)



Project Progress

<p><u>2005</u> Existing Laboratory Preliminary Evaluation By RCM Consulting Identified Challenges Recommended- Feasibility Study</p>	<p><u>Apr. 2006</u> Performance Needs Assessment & Feasibility Study By Austin Quality Work Complete Report Good Firm</p>	<p><u>May 2010</u> Retained Austin for Consulting Engineering Services <u>Oct. 2010</u> Project Put on Hold at 50% design Level</p>	<p><u>Dec. 2013</u> Decision to resume project SRF Loan/Grant SRF Agreement Updated Funds allocated in TYCIP</p>	<p><u>Feb. 2015</u> Decision to re-hire Austin Most Qualified/Cost Effective Same Design Team Project Discussion Resumed with Austin</p>	<p><u>Mar-Apr. 2015</u> RFP sent out to Austin Received Austin's Proposal Scope Negotiation Accepted Austin's Proposal</p>
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Project Scope

- New 16,000 sq.ft. laboratory
- Update design for L.E.E.D and code changes
- Expand existing HVAC/Chiller System
- Geotechnical investigations
- Complete project design
- Construction administration services
- Startup and testing services



Central Chiller Plant

Project Cost Summary

Project Phase	Projected Cost
Total Project Budget (FY2014/15)	\$17,100,000
Original Project Expenditure (consultant and IEUA labor – 50% Design)	\$650,000
Consultant Engineering Services	\$1,273,900
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
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Project Schedule

Project Phase	Date
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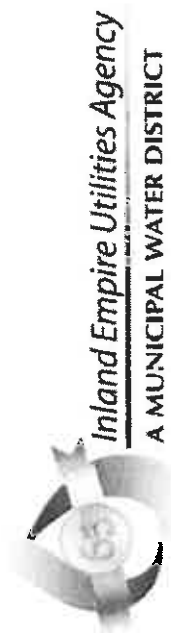


Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the consulting engineering services contract award to The Austin Company for the New Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$1,273,900, and also approve Fiscal Year (FY) 2014/15 budget appropriation in the amount of \$100,000.

Project is part of the Agency's Wastewater Management Capacity Business Goal to maintain capacity within facilities to meet essential service demands and to protect public health and environment

Questions?





**CONTRACT NUMBER: 4600001869
FOR
NEW WATER QUALITY LABORATORY**

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 interchangeably as "IEUA" and "Agency"), and Austin Building and Design, Inc. dba The Austin Company of Irvine, California (hereinafter referred to as "Consultant"), to provide comprehensive consulting engineering services, bid period, and construction administration assistance of the New Water Quality Laboratory, Project EN15008.00.

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: Jamal Zughbi, P.E., Senior Engineer
Address: 6075 Kimball Avenue, Building B
Chino, CA 91708
Telephone: (909) 993-1698
Email: jzughbi@ieua.org

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

Consultant's Principal: Gregory S. Clamp, AIA, LEED AP
Address: 6410 Oak Canyon, Suite 150
Irvine, California 92618-5213
Telephone: (949) 451-9011
Email: Greg.Clamp@theaustin.com

Consultant's Project Manager: James S. Robinson, AIA, LEED AP BD+C
Address: 6410 Oak Canyon, Suite 150
Irvine, California 92618-5213
Telephone: (949) 451-9034
Email: Jim.Robinson@theaustin.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 number 4600001869;
 2. Contract number 4600001869 General Terms and Conditions;
 3. Project Manager's Request for Proposals and all germane Addenda and correspondence, incorporated herein and made a part hereof by this reference;
 4. Consultant's original proposal dated April 13, 2015, Consultant's revised schedule of work in hours dated April 17, 2015, and Consultant's revised fee proposal dated April 17, 2015, incorporated herein and made a part hereof by this reference.
4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include and be in accordance with the Project Manager's Request for Proposal, which is incorporated herein and made a part hereof by this reference. Consultant shall ensure that the project design and construction shall be in accordance with the California State Water Resource Control Board, Clean Water State Revolving Fund requirements included in **Exhibit C**.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon acceptance of the design's construction by the Agency's Board of Directors, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** Agency shall pay Consultant's properly-executed once-monthly 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 or exceed Agency requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. The NOT-TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$1,273,900.00** for all services provided in accordance with the Agency's Request for Proposal, Consultant's Revised Fee Proposal, and Consultant's Revised Schedule of Work in Hours, both referenced herein, attached hereto, and made a part hereof as **Exhibit A**. Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, referencing State Prevailing Wages, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit B**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

7. **INSURANCE**: During the term of this Contract, the Consultant shall maintain at Consultant'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 occurrence limit.
2. **Automobile Liability**: \$1,000,000 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.
4. **Professional Liability insurance** in the amount of \$1,000,000 per claim.

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 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, endorsement 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, volunteers, property owners or engineers under contract to the Agency.
- b. The Consultant'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 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, volunteers, property owners or engineers under contract to the Agency
- 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, volunteers, property owners or engineers under contract to the Agency 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, 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: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 subConsultants prior to commencing work or allowing any subConsultant 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 review the policies of all required insurance at Consultant's offices during regular business hours.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Ms. Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709-0902

8. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the

performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or Agency over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Grant-Funded Projects: This is a grant-funded (e.g., State Revolving Funds) project. The Consultant shall be responsible to comply with all grant requirements related to the project as outlined in **Exhibit C**, attached hereto and made a part hereof. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review. Federal funding of any portion of this project will have separate, additional reporting accountability on the use of funds.
- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subConsultant 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.
- G. Travel and Subsistence Pay: The Consultant 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.
- H. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien

against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due, provided Consultant has been paid in full.

- I. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Consultant shall not defend the Agency, but rather shall reimburse the Agency for its attorneys' fee and costs of defense in proportion to Consultant's percentage of fault as determined by the court or arbitrator.
- J. 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.
- K. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 - 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If

Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

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

10. FITNESS FOR DUTY:

A. Fitness: Consultant and its SubConsultant 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 the Agency.

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

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Agency shall indemnify, defend, and hold harmless Consultant for any Agency reuse of materials or documents for any purpose other than originally intended. Agency shall defend, indemnify, and hold harmless Consultant for any claims or actions resulting from changes to a reuse of such materials.

12. TITLE AND RISK OF LOSS:

Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title

shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

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

13. PROPRIETARY RIGHTS:

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

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

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

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

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

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

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

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

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

16. **NON-CONFORMING WORK AND WARRANTY:** Consultant represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Consultant by Agency, or any other person or entity.

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: Attn: Mr. Warren T. Green, Manager of Contracts and Facilities Services
c/o Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709-0902

Consultant: Attn: Curtis D. Miller, Vice President & General Manager
c/o Austin Building and Design, Inc. dba The Austin Company
6410 Oak Canyon, Suite 150
Irvine, California 92618-5213

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

18. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits

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

19. **INTEGRATION**: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
20. **GOVERNING LAW**: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE**: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized Consultant services up to the date of such termination.
22. **RIGHT TO AUDIT**: The Agency reserves the right to review and/or audit all Consultants' 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 Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
23. **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, et cetera.
24. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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:

AUSTIN BUILDING AND DESIGN, INC. DBA THE
AUSTIN COMPANY:

P. Joseph Grindstaff
General Manager

(Date)

Curtis D. Miller
Vice President & General Manager

(Date)

Exhibit A



6410 Oak Canyon, Suite 150
Irvine, California 92618
www.theaustin.com

PH 949.451.9000 FX 949.451.9011

April 17, 2015

Mr. Jamal Zughbi, P.E.
Inland Empire Utilities Agency
Engineering & Construction Management Department
6075 Kimball Avenue
Building "B"
Chino Hills, California 91708

Re: **Consulting Engineering Services for the New Water Quality Laboratory & Central Chiller Plant Expansion**
Project No. 15008
Fee Proposal (revised)

Dear Jamal,

In accordance with the Request for Proposal, the fees for The Austin Company's proposal dated April 13, 2015 are provided below. A Lump Sum fee for the Scope of work is defined, along with a breakdown for individual work phases. Fees are inclusive of customary reimbursable expenses.

Austin's fee proposal is as follows:

New Water Quality Laboratory:	
Update 50% Lab Design	\$84,900
50%/85%/100% Lab Design workshops	16,900
Lab CD's	427,700
Lab LEED effort	83,400
3D CADD	27,200
Subconsultants Work:	
Civil Lab (Penco)	61,700
Civil Central Plant (Penco)	30,000
Landscape (Brandow)	14,600
Commissioning Authority Central Plant	33,800
Geotechnical (Ninyo & Moore)	15,700
Potholing (Penco)	19,900
Central Plant:	
Preliminary Design Central Plant	51,600
30%/50%/85%/100% CP Design workshops	13,900
Central Plant CD's	118,400



Construction Assistance:

Bid assistance	7,700
Shop Drwg/RFI/	104,100
Weekly Meetings	107,200
O&M/Startup Assistance	34,800
Record Drawings/Training	20,400

Total Design Fee **\$1,273,900**

Qualifiers

1. It is Austin's anticipation that Austin will manage the survey services, but the contract will be between sub-consultant and IEUA.
2. Per our April 16 meeting, it is agreed the contract language stating: "The Consultant will reimburse the Agency for any additional costs that may result from inadequate existing utility research or detailing" refers to 'professional services standard of care'. This clause will not be enforced providing Austin meets this 'standard of care'.

Please contact me at 949.451.9900 or by e-mail at greg.clamp@theaustin.com if you require any additional information or clarification regarding this proposal.

Sincerely,

Gregory S. Clamp, AIA LEED AP



**CONSULTING ENGINEERING SERVICES, NEW WATER
QUALITY LABORATORY & CENTRAL CHILLER PLANT EXPANSION**
Inland Empire Utilities Agency, Chino Hills, CA
EN15008.00

SCHEDULE OF WORK IN HOURS

The table below shows Austin's estimate of labor by discipline and by task. The task numbers used in the column headings relate to the following:

Lab Construction Docs

- 1 Update 50% Lab Design
- 2 50%/85%/100% Lab Design Workshops
- 3 Lab CD's
- 4 Lab LEED® Effort
- 19 3D CADD

Central Plant Construction Docs

- 10 Preliminary Design Central Plant (CP)
- 11 30%/50%/85%/100% CP Design Workshops
- 12 Central Plant CD's

Subconsultant Services

- 5 Civil Lab (Penco)
- 6 Civil CP (Penco)
- 7 Geotechnical (Ninyo & Moore)
- 8 Landscape (Brandow)
- 9 Potholing (Penco)
- 18 Commissioning Authority for CP

Construction Administration

- 13 Bid Assistance
- 14 Shop Dwg/RFI
- 15 Weekly Meetings
- 16 O&M/Startup Assistance
- 17 Record Drawings/Training

Task	Arch	Struc	Civil	HVAC	Plumb/FP	Elec	Support	PM	Accont	Mgmt	Est	Totals
1	180	64		140	80	180	80	80	24	32	0	860
2	24	24	0	24	0	24	0	24	4	16	0	148
3	680	420	0	720	400	820	160	360	100	80	120	3860
4	200	0	0	140	40	240	40	56	16	24	0	756
5	0	56	310	0	0	0	0	0	0	0	0	366
6	0	24	355	0	0	0	0	0	0	0	0	379
7	0	0	237	0	0	0	0	0	0	0	0	237
8	12	12	100	0	0	0	0	12	0	0	0	136
9	0	0	150	0	0	0	0	0	0	0	0	150
10	56	40	0	200	0	64	40	40	12	16	0	468
11	24	0	0	24	0	24	0	24	0	12	0	108
12	80	240	0	430	0	180	0	0	0	0	120	1050
13	8	4	0	8	4	8	4	24	2	2	0	64
14	160	120	0	160	120	160	48	128	24	24	0	944
15	20	20	0	20	0	20	0	600	20	20	0	720
16	24	4	0	72	40	56	48	48	10	12	0	314
17	36	8	0	52	20	28	4	20	4	6	0	178
18	0	0	0	24	0	16	0	24	2	2	0	68
19	100	24	0	40	40	32	0	12	4	4	0	256
Totals	1604	1060	1152	2054	744	1852	424	1452	222	250	240	11054

Exhibit B

Exhibit B CONSULTING SERVICES INVOICE

Consultant:	Pay Estimate No.:	Contract Date:	Invoice Date:
Address:	Project No.:	IEUA Project Manager:	This Period:
	Contract No.:		From:
Project Name and Location:	Account No.:		To:
			Consultant Reference No.:

ORIGINAL CONTRACT:

Task No.	Item Description	Original Contract Value	Total This Period		Total to Date		Progress to Date
		Amount (\$)	% Complete	From: 1/0/2015 To: 1/0/2015 Amount (\$)	% Complete	From: 1/0/2015 To: 1/0/2015 Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Original Contract:		\$0.00		\$0.00		\$0.00	

CONTRACT AMENDMENTS:

Amend No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date
		Amount (\$)	% Complete	From: 1/0/2015 To: 1/0/2015 Amount (\$)	% Complete	From: 1/0/2015 To: 1/0/2015 Amount (\$)	% Complete
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
				\$0.00		\$0.00	0%
Subtotal Contract Amendments:		\$0.00		\$0.00		\$0.00	
Total Contract with Amendments:		\$0.00		\$0.00		\$0.00	

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">Total This Period</th></tr> <tr><td>From: 1/0/2015</td><td></td></tr> <tr><td>To: 1/0/2015</td><td></td></tr> </table>	Total This Period		From: 1/0/2015		To: 1/0/2015		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">Total to Date</th></tr> <tr><td>From: 1/0/2015</td><td></td></tr> <tr><td>To: 1/0/2015</td><td></td></tr> </table>	Total to Date		From: 1/0/2015		To: 1/0/2015	
Total This Period														
From: 1/0/2015														
To: 1/0/2015														
Total to Date														
From: 1/0/2015														
To: 1/0/2015														
Amount Earned Original Contract	\$0.00	Amount Earned Original Contract	\$0.00											
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00											
Back Charges	\$0.00	Back Charges	\$0.00											
Amount Due This Period	\$0.00	Prior Payments	\$0.00											

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2">Total Contract</th></tr> <tr><td>Total Original Contract</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Contract Amendments</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Adjusted Contract</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Total Payments to Date</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Back Charges</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Balance of Contract</td><td style="text-align: right;">\$0.00</td></tr> </table>	Total Contract		Total Original Contract	\$0.00	Total Contract Amendments	\$0.00	Total Adjusted Contract	\$0.00	Total Payments to Date	\$0.00	Back Charges	\$0.00	Balance of Contract	\$0.00
Total Contract															
Total Original Contract	\$0.00														
Total Contract Amendments	\$0.00														
Total Adjusted Contract	\$0.00														
Total Payments to Date	\$0.00														
Back Charges	\$0.00														
Balance of Contract	\$0.00														
	Contract Start Date: 1/0/2015														
	Contract Duration: 0														
	Contract Completion Date:														
	Authorized Time Extension: 0														
	Revised Completion Date:														

PROJECT COMPLETION SUMMARY:

Contract Time Expired: #DIV/0!
Contract Work Complete: #DIV/0!

APPROVALS:

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Manager/Engineer: _____	Date: _____	Executive Manager: _____	Date: _____
Supervising Engineer: _____	Date: _____	General Manager/CEO: _____	Date: _____
Department Manager: _____	Date: _____		

Exhibit C

IEUA Regional Water Quality Laboratory Project Agreement Requirements

The IEUA Regional Water Quality Laboratory Project (Project) will be funded by a State Water Resources Control Board State Revolving Fund Loan (Agreement.)

The Agreement has regulatory requirements that the Inland Empire Utilities Agency is required to include in all contracts for work related to the performance of the Agreement. The consultants and contractors must assist IEUA in meeting the federal and state requirements that apply to the scope stated in their contracts. These requirements include, but are not limited to, the State Prevailing Wages, Federal Davis-Bacon requirements, Federal Disadvantaged Business Enterprise (DBE), Audit, and Record Retention and Review, etc. If a sub is hired, the Agreement requirement language must be included in the sub's contract in its entirety. The follow attachments provide more details about the specific requirements and must be included in all contracts for this Project:

- 1. Article V - Miscellaneous Provisions**
- 2. Exhibit E - Federal Conditions & Cross-Cutters**
- 3. Exhibit G - Davis-Bacon Labor Compliance Requirements**
- 4. DBE instructions/forms**
- 5. Signage on Construction Site**
- 6. Records**

ARTICLE V MISCELLANEOUS PROVISIONS

5.1 Covenants.

- (a) **Tax Covenant.** Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Article IV attached hereto if any portion of the Project Funds is derived from proceeds of Bonds.
- (b) **Disclosure of Financial Information, Operating Data, and Other Information.** The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure reports and materials concerning the Recipient required by the terms of any financing other than this Agreement and to submit such reports to the State Water Board at the same time such reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

5.2 Assignability.

The Recipient agrees and consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Installment Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation). This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

5.3 State Reviews and Indemnification.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which

they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder.

5.4 Termination; Immediate Repayment; Interest.

- (a) This Agreement may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.
- (c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in the Prohibition Statement below or has an employee who is determined by USEPA to have violated an applicable prohibition in the Prohibition Statement below that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that this Obligation may become immediately due and payable and that penalties up to \$175 million may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

5.5 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

5.6 Prevailing Wages.

The Recipient agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

5.7 Timeliness.

Time is of the essence in this Agreement.

5.8 Governing Law.

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5.9 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

5.10 Bonding.

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.

5.11 Compliance with Law, Regulations, etc.

(a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:

- (1) Comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement;
- (2) Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," dated May 7, 2013;
- (3) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and
- (4) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

5.12 Conflict of Interest.

The Recipient certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

5.13 Damages for Breach Affecting Tax Exempt Status or Federal Compliance

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

5.14 Disputes.

- (a) An applicant or recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. An applicant or recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

5.15 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

5.16 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- (b) The Recipient, its contractors, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

5.17 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

5.18 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable the Recipient to pay all remaining unpaid principal portions of the Installment Payments, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

5.19 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

5.20 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

5.21 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

5.22 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free,

nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. (40 CFR 31.34, 31.36)

5.23 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

5.24 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

5.25 Useful Life.

The economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B hereto.

5.26 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

5.27 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

INLAND EMPIRE UTILITIES AGENCY:

By: _____

Name: P. Joseph Grindstaff

Title: General Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____

Name:

Title: Deputy Director

Division of Financial Assistance

Date: _____

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following conditions required by USEPA:

1. No Recipient or subrecipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board. (2011 Cap Grant)
2. Executive Compensation. Where the Recipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), the Recipient agrees to notify the State Water Board. The Recipient agrees to provide information regarding executive compensation to the State Water Board upon request, in order for the State Water Board to comply with USEPA requirements.
3. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of \$101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full repayment will be due immediately, if a subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
4. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

The Recipient certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

5. Anti-Lobbying Provisions (40 CFR Part 34) & Anti-Litigation Provisions (2 CFR 220, 225, or 230). The Recipient shall ensure that no funds under this Agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by 2 CFR 225 (OMB Circular A-87) (or, if not applicable, other parallel requirements), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. The Recipient agrees to comply with 40 CFR Part 24, New Restrictions on Lobbying. The Recipient agrees to submit certification and disclosure forms in accordance with these provisions. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Disadvantaged Business Enterprises. 40 CFR Part 33. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at www.epa.gov/osbp. The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts.
7. The Recipient agrees to comply with the Davis-Bacon provisions attached as Exhibit G.

The Recipient agrees to comply with the following federal laws, as applicable to recipients of CWSRF funding:

Environmental Authorities

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.
2. Clean Air Act, Pub. L. 84-159, as amended.
3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.
4. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 USC § 1451 et seq.
5. Endangered Species Act, Pub. L. 93-205, as amended; 16 USC § 1531 et seq..
6. Environmental Justice, Executive Order 12898.
7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.
8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order No. 12608.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

9. Farmland Protection Policy Act, Pub. L. 97-98; 7 USC § 4201 et seq.
10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.
12. Safe Drinking Water Act, Pub. L. 93-523, as amended; 42 USC § 300f et seq.
13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.
14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.
15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act – 42 USC § 6962.

Economic and Miscellaneous Authorities

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.
3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655
- 4.. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.
6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). All conference, meeting, convention, or training funded in whole or in part with federal funds shall comply with the protection and control guidelines of this act. Recipients may search <http://www.usfa.dhs.gov/applications/hotel/>.
7. Records and financial reporting requirements. 40 CFR Part 31.
8. Copyright requirements. 40 CFR Part 31.

Social Policy Authorities

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.
2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.
3. Sex Discrimination. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.

Name of Recipient
Agreement No.: XX-XXX-550
Project No.: C-06-XXXX-XXX

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

4. Disability Discrimination. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.
5. Equal Employment Opportunity, Executive Order 11246.
6. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

EXHIBIT G – DAVIS BACON REQUIREMENTS

1. Contract and Subcontract provisions for Recipients

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF the following clauses:

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

EXHIBIT G – DAVIS BACON REQUIREMENTS

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

EXHIBIT G – DAVIS BACON REQUIREMENTS

- (2) **Withholding.** The Recipient, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records.**
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime

EXHIBIT G – DAVIS BACON REQUIREMENTS

contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the State Water Board or EPA if requested by EPA, the State Water Board, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required

EXHIBIT G – DAVIS BACON REQUIREMENTS

records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (4) Apprentices and trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe

EXHIBIT G – DAVIS BACON REQUIREMENTS

benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Recipient, State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or

EXHIBIT G – DAVIS BACON REQUIREMENTS

firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2. Contract Provision for Contracts in Excess of \$100,000.

(a) **Contract Work Hours and Safety Standards Act.** The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Section 1, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

EXHIBIT G – DAVIS BACON REQUIREMENTS

prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

- (b) In addition to the clauses contained in Section 1, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the United States Environmental Protection Agency, the Department of Labor, or the State Water Resources Control Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. Compliance Verification

- (a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that

EXHIBIT G – DAVIS BACON REQUIREMENTS

contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

- (e) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

California State Water Resources Control Board
Division of Financial Assistance (Division)
1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P. O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.waterboards.ca.gov>

Guidelines for Meeting the Clean Water State Revolving Fund (CWSRF) Program
Disadvantaged Business Enterprise (DBE) Requirements

The DBE Program is an outreach, education, and objectives program designed to increase the participation of DBEs in the CWSRF Program.

How to Achieve the Purpose of the Program

Recipients of CWSRF financing are required to seek, and are encouraged to use, DBEs for their procurement needs. Financial assistance recipients should award a "fair share" of sub-agreements to DBEs. This applies to all sub-agreements for equipment, supplies, construction, and services.

The key functional components of the DBE Program are as follows.

- Fair Share Objectives
- DBE Certification
- Six Good Faith Efforts
- Contract Administration Requirements
- DBE Reporting

Disadvantaged Business Enterprise's are:

- entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- a Minority Business Enterprise (MBE) are entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively.
- a Women Business Enterprise (WBE) are entities that are at least 51% owned and/or controlled by women.
- a Small Business Enterprise (SBE);
- a Small Business in a Rural Area (SBRA);
- a Labor Surplus Area Firm (LSAF); or
- an Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

Certifying DBE Firms:

Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the CWSRF recipient proof of DBE certification. Certifications will be accepted from the following:

- The US Environmental Protection Agency (USEPA)
- The Small Business Administration(SBA);
- The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship);
- Tribal, State and Local governments;
- Independent private organization certifications.

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

Six Good Faith Efforts (GFE)

All CWSRF financing recipients are required to complete and ensure that the prime contractor complies with the GFE below to ensure that DBEs have the opportunity to compete for financial assistance dollars.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services and assistance of the SBA and Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached to these guidelines; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
1	DBE Contractor/Subcontractor Certification	Proof of DBE certification	Recipient	Prime Contractor and Sub-Contractor	SWRCB by Recipient
2	DBE Selected Prime Contractor and Sub-Contractors	List selected DBEs	Recipient	Prime Contractor	SWRCB by Recipient

The completed forms should be submitted with each Bid or Proposal. The recipient shall review the bidder's documents closely to determine that the GFE was performed prior to bid or proposal opening date. Failure to complete the GFE and to substantiate completion of the GFE before the bid opening date could jeopardize CWSRF financing for the project. The following situations and circumstances require action as indicated:

1. If the apparent successful low bidder was rejected, a complete explanation must be provided;
2. Failure of the apparent low bidder to perform the GFE prior to bid opening constitutes a non-responsive bid. The construction contract may then be awarded to the next low, responsive, and responsible bidder that meets the requirements or the Recipient may re-advertise the project.
3. If there is a bid dispute, all disputes shall be settled prior to submission of the Final Budget Approval Form.

Administration Requirements

- A recipient of CWSRF financing must require entities receiving funds to create and maintain a Bidders List if the recipient of the financing agreement is subject to, or chooses to follow, competitive bidding requirements;
- The Bidders list must include all firms that bid or quote on prime contracts, or bid or quote on subcontracts, including both DBEs and non-DBEs;

- Information retained on the Bidder's List must include the following:
 1. Entity's name with point of contact;
 2. Entity's mailing address and telephone number;
 3. The project description on which the entity bid or quoted and when;
 4. Amount of bid/quote; and
 5. Entity's status as a DBE or non-DBE.
- The Bidders List must be kept until the recipient is no longer receiving funding under the agreement.
- The recipient shall include Bidders List as part of the Final Budget Approval Form.
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Recipient.
- A recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six GFEs if soliciting a replacement subcontractor.
- A recipient must require its prime contractor to employ the six GFEs even if the prime contractor has achieved its fair share objectives.

Reporting Requirements

For the duration of the construction contract(s), the recipient is required to submit to the State Water Resources Control Board DBE reports semi-annually by April 10 and October 10 of each fiscal year on the attached Utilization Report form (UR-334). Failure to provide this information as stipulated in the financial agreement language may be cause for withholding disbursements.

CONTACT FOR MORE INFORMATION

SWRCB – CWSRF Barbara August (916) 341-6952 barbara.august@waterboards.ca.gov

SWRCB – CWSRF Susan Damian (916) 341-5494 susan.damian@waterboards.ca.gov

US-EPA Region 9 – Joe Ochab (415) 972-3761 ochab.joe@epa.gov

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CONTRACTOR/SUBCONTRACTOR CERTIFICATION**

Entity Name:	Phone:
Address:	
Principal Service or Product:	Bid Amount \$

PLEASE INDICATE PERCENTAGE OF OWNERSHIP BELOW

<input type="checkbox"/> DBE _____% Ownership	
<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Supplier of Material/Service
<input type="checkbox"/> Subcontractor	
<input type="checkbox"/> Sole Ownership	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
Certified by:	Title:

Name:	Date:
-------	-------

Contractors can no longer self-certify. They must be certified by USEPA, Small Business Administration (SBA), Department of Transportation (DOT) or by State, Local, Tribal or private entities whose certification criteria match USEPA's. Proof of Certification must be provided. A copy of the contractor certification must be submitted with this form.

NOTE: This form shall be completed prior to Bid or Proposal Opening.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SELECTED PRIME CONTRACTOR/RECIPIENT

ENTITY NAME		CONTRACT NO. OR SPECIFICATION NO.	
PROJECT DESCRIPTION		PROJECT LOCATION	
PRIME CONTRACTOR DBE INFORMATION			
DBE Qualifying Status: <input type="checkbox"/> NONE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER DBE		NAME AND ADDRESS (Include ZIP Code, Phone)	
AMOUNT OF CONTRACT \$		Federal Employer Tax ID #	
SUB-CONTRACTOR DBE INFORMATION			
DBE Qualifying Status: <input type="checkbox"/> NONE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER DBE		NAME AND ADDRESS (Include ZIP Code,)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
DBE Qualifying Status: <input type="checkbox"/> NONE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER DBE		NAME AND ADDRESS (Include ZIP Code)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
DBE Qualifying Status: <input type="checkbox"/> NONE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER DBE		NAME AND ADDRESS (Include ZIP Code,)	
<input type="checkbox"/> SUBCONTRACTOR <input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> SUPPLIER/SERVICE		
AMOUNT OF CONTRACT \$		PHONE	
WORK TO BE PERFORMED			
TOTAL DBE AMOUNT: \$			
SIGNATURE OF PERSON COMPLETING FORM:			
TITLE:	PHONE:	DATE:	

NOTE: Negative reports (those with no DBE's listed) are required. Original signature and date are required. Failure to complete and submit this form with the bid or proposal will cause the bid to be rejected as non-responsive.

**STATE WATER RESOURCES CONTROL BOARD - DIVISION OF FINANCIAL ASSISTANCE
DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION
CLEAN WATER STATE REVOLVING FUND
INSTRUCTIONS FOR COMPLETING FORM UR-334**

- Box 1** Grant or Financing Agreement Number.
- Box 2** Semi-annual reporting period. Choose one semi-annual period and enter the correct years.
- Box 3** Enter the dates between which you made procurements under this financing agreement or grant.
- Box 4** Enter the total amount of payments paid to the contractor or sub-contractors during this reporting period.
- Box 5** Enter Recipient's Name and Address.
- Box 6** Enter Recipient's Contact Name and Phone Number.
- Box 7** Enter details for the **DBE purchases only** and be sure to limit them to the current period. 1) Use either an "R" or a "C" to represent "Recipient" or "Contractor." 2) Enter a dollar total for DBE and total the two columns at the bottom of the section. 3) Provide the payment date. 4) Enter a product type choice from those at the bottom of the page. 5) List the vendor name and address in the right-hand column
- Box 8** Initial here if no DBE contractors or sub-contractors were paid during this reporting period.
- Box 9** Initial this box only if all purchases under this financing agreement or grant have been completed during this reporting period or a previous period. If you initial this box, we will no longer send you a survey.
- Box 10** This box is for explanatory information or questions.
- Box 11** Provide an authorized representative signature.
- Box 12** Enter the date form completed.

2.20 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following color logos (available from the Division) and the following disclosure statement:



“Funding for this project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign may include another agency’s required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)”

The Recipient shall be required to maintain separate books, records and other material relative to the Project. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this project for a minimum of thirty-six (36) years after Project Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder and shall survive the term of this Agreement.

**ACTION
ITEM**

1F



Date: May 20, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (05/13/15)
Finance, Legal, and Administration Committee (05/13/15)

From: *for* P. Joseph Grindstaff
General Manager *OK*

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

for Sylvie Lee *OK*
Manager of Planning and Environmental Resources

Subject: Santa Ana River Watershed-Scale Conjunctive Use Program

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Foundational Principles of the Santa Ana River Watermaster Action Team;
2. Approve the final draft Memorandum of Understanding (MOU) for the Santa Ana River Watershed-Scale Conjunctive Use Program (SARCUP);
3. Authorize the General Manager to make non-substantive changes and execute the final MOU; and
4. Approve in concept the submission of a grant application of \$60-million in funding from SAWPA and DWR for project totaling \$125-million.

BACKGROUND

In 2014, Inland Empire Utilities Agency (IEUA), San Bernardino Valley Municipal Water District (SBVMWD), Eastern Municipal Water District (EMWD), Western Municipal Water District (WMWD), and Orange County Water District (OCWD) formed the Santa Ana River Watermaster Action Team (Team) for the main purposes of developing cooperative plans for SARCUP, a watershed-scale conjunctive use program. Developing phase 1 of SARCUP would be the basis for the 2015 OWOW grant application for \$60 million in DWR funding. Other phases would be the core of future grant opportunities, for example from future State funding from 2014's Proposition 1. Through 2014 and into 2015, the general managers of the Team's

founding agencies developed Foundation Principles and a Memorandum of Understanding (MOU), which are attached to this board letter. The principles and MOU are statements of cooperation to maximize development of local and imported supplies, to collaborate as equitable partners, and to not compete for grants or imported water supplies that can be used for SARCUP. In addition to conjunctive use of the regions aquifers and infrastructure, the Team would also work cooperatively on regional water use efficiency programs and habitat restoration/*Arundo* removal programs. The Team is supported by a consulting team of experts in water supply namely Rich Atwater, Mark Wildermuth, Ed Means, and Bob Ohlund.

In 2015, planning managers for the Team met regularly to develop concepts for infrastructure for a water bank that could be used by all Team members as needed to store water during wet years when there is surplus water in State Water Project Water and to extract water during dry years when there is a shortage of water in the State Water Project. The infrastructure would be available for other uses by their owners when not in use for the water bank. Program elements of the conjunctive use program will form \$90 million of a \$125 million project list in the grant application to SAWPA and DWR. Habitat and conservation within the watershed will comprise \$35 million in projects and programs.

For the 2015 OWOW funding, the Team is preparing a proposal for submission that includes:

Grant Application Costs and Benefits	Supply Benefit	DWR Grant	Local Match ⁽¹⁾	Total Project ⁽¹⁾
Habitat Restoration: <i>Arundo</i> Removal	4,000 AFY	\$ 5M	\$ 5M	\$10M
Water Use Efficiency: Turf Replacement	500 AFY	\$10M	\$20M ⁽²⁾	\$30M
SARCUP Water Bank: Put & Take Facilities	60,000 AFY ⁽³⁾	\$45M	\$40M	\$85M
	64,500 AFY ⁽³⁾	\$60M	\$65M ⁽²⁾	\$125M

(1) All 5 SAWPA member agencies share local match and total costs equally. Agency Local match is \$9M (\$65M total - \$20M MWD / 5 agencies). Local match is 36 cents per 1 dollar in total project costs.

(2) Cost share includes MWD \$2.00/ square foot turf removal program

(3) Dry-Year Yield

The benefits and costs of the program will be shared by all Team members. While the OWOW/Proposition 84 DWR funding requires a 25% match, the Team has agreed to pursue the grant application with a match just above 50%. While the groundwater bank will be available for use by all five Team members, it will be located in the four main groundwater basins in upper Santa Ana River watershed (Chino, San Bernardino, Elsinore, and San Jacinto Basins) to facilitate cascading multiple reuses of the waters put into the bank. The created bank will require later filling with water coordinated by the agency desiring the bank's use. Institutional agreements among the Team and governing water management agencies will be required to operate the water bank puts and takes. Puts (deposits) into the bank may be wet water recharge

or in lieu deliveries. Takes (withdrawals) from the bank may be from wet water exchanges or paper transfers.

Within the Chino Basin, proposed SARCUP would include 100,000 AF of storage capacity and up to 35,000 AFY of dry year extraction available to the Action Team agencies. The 2015 proposal will include the following phase 1 water supply elements in the Chino Basin:

- Baseline Feeder extension from Rialto to San Sevaine Creek
- One recharge and two potable intertie on the extended Feeder
- Recharge diversion capacity increases at Jurupa and Montclair Basins
- Recharge turnout on the Devil Canyon-Azusa pipeline
- Well rehabilitations and retrofits for exchanging banked for recycled water

The below table lists the general Phase 1 SARCUP projects and capacities of the bank by basin.

Action Team 2015 OWOW Grant Application Elements	Water Bank Storage	New Dry-Year Yield	New Annual Yield
SARCUP			
Bunker Hill Groundwater Basin	60,000 AF	20,000 AFY	
5 Extraction Wells			
Transmission pipeline			
Expand Redlands PS (add 20 cfs pump)			
Baseline Feeder extension from Rialto to San Sevaine Creek			
San Jacinto Groundwater Basin	19,500 AF	6,500 AFY	
Mountain Ave. West Recharge Basin			
3 Extraction Wells			
Elsinore Groundwater Basin	4,500 AF	1,500 AFY	
2 Dual Use Wells (Injection and Extraction)			
Chino Groundwater Basin	96,000 AF	32,000 AFY	
Baseline Feeder extension from Rialto to San Sevaine Creek			
One recharge and two potable intertie on the extended Feeder			
Recharge diversion capacity increases at Jurupa and Montclair Basins			
Recharge turnout on the Devil Canyon-Azusa pipeline			
Well rehabilitations and retrofits for exchanging banked for recycled water			
Water Use Efficiency			4,000 AFY
Habitat Restoration			500 AFY
Totals	180,000 AF	60,000 AFY	4,500 AFY

PRIOR BOARD ACTION

On May 21, 2014, the IEUA Board approved the Memorandum of Understanding for the Santa Ana River Action Team.

IMPACT ON BUDGET

IEUA would be required to fund \$18 million of the \$125 million in capital improvements, habitat restoration, and water use efficiency programs in the Santa Ana River Watershed, with significant direct costs used in the Chino Basin. IEUA will need to establish \$18 million in funding for these grant projects. Of the \$18 million, 50% would be grant funded by the 2015 OWOW program. The net \$9 million costs to IEUA would be expended over 5 years and would be part of the region's planned drought year projects.

MEMORANDUM OF UNDERSTANDING

This amendment to the May 2014 Memorandum of Understanding ("MOU") to collaborate to identify possible large-scale water supply reliability and water use efficiency projects that could benefit the entire Santa Ana Watershed is executed as of _____, 2015 ("Effective Date"), by and among, Inland Empire Utilities Agency ("IEUA"), Orange County Water District ("OCWD"), San Bernardino Valley Municipal Water District ("Valley District"), Western Municipal Water District ("Western"), and Eastern Municipal Water District ("Eastern"). IEUA, OCWD, Valley District, Western and Eastern are collectively referred to herein as "Parties" and individually as "Party."

RECITALS

- A. On April 17, 1969, the Superior Court entered a Stipulated Judgment as a result of the case of Orange County Water District v. City of Chino, *et al.*, (Case No. 117628-County of Orange), concerning rights of the water users and other entities in the lower area of the Santa Ana River basin downstream of Prado Dam as against those in the upper area tributary to Prado Dam. The Judgment designates the Parties, excluding Eastern, as responsible for representing the interests of the upper and lower areas and gives such agencies the responsibility to fulfill the obligations set forth in the Stipulated Judgment.
- B. Each Party represents a regional water agency that covers the Santa Ana River watershed, and with the exception of Eastern, collectively makes up the Santa Ana River Watermaster created by the Stipulated Judgment.
- C. Although Eastern is not a member of the Santa Ana River Watermaster, the Parties collectively desire to participate in large-scale water supply reliability and water use efficiency projects/programs that benefit the entire Santa Ana Watershed, which projects may only be possible through securing grant funding. The combination of such projects and water resources management programs comprise a Santa Ana River Conjunctive Use Program (SARCUP).
- D. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, commonly known as Proposition 84, authorized over \$1.5 billion for water supply and water quality projects throughout the State of California. The Proposition 84 funding is allocated to various regions with the Santa Ana region receiving a funding allocation of \$114 million.
- E. To date, the state of California has released Proposition 84 funding in two rounds, with \$12 million released in the first round and \$16 million released in the second round. A third round is expected in 2015.
- F. The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), approved by California voters in November 2014, authorizes \$7.12 billion in general obligation bonds for state water supply infrastructure projects, such as public water system improvements, surface and groundwater storage, drinking water protection, water recycling and advanced water treatment technology, water supply management and conveyance, wastewater treatment, drought relief, emergency water supplies, and ecosystem and watershed protection and restoration. Specific spending proposals in Proposition 1 include:

- \$520 million to improve water quality for “beneficial use,” for reducing and preventing drinking water contaminants, disadvantaged communities, and the State Water Pollution Control Revolving Fund Small Community Grant Fund.
- \$1.495 billion for competitive grants for multi-benefit ecosystem and watershed protection and restoration projects.
- \$810 million for expenditures on, and competitive grants and loans to, integrated regional water management plan projects.
- \$2.7 billion for water storage projects, dams and reservoirs.
- \$725 million for water recycling and advanced water treatment technology projects.
- \$900 million for competitive grants and loans for projects to prevent or clean up the contamination of groundwater that serves as a source of drinking water.
- \$395 million for statewide flood management projects and activities.

These monies are expected to be distributed to worthy projects in the next few years.

G. The Santa Ana Watermaster Committee supports the Parties' desire to explore and identify possible watershed-wide projects, and has unofficially named the Parties the "Santa Ana Watermaster Action Team."

I. The Parties desire to collaborate to secure Proposition 84 and 1 funding and any other available funding for the identification, evaluation and implementation of certain SARCUP projects and any future projects determined by the Parties, all of which will wholly affect and benefit the Santa Ana River Watershed per the Foundational Principles attached as Exhibit A.

J. This MOU may be amended in the future to include other interested public agencies, non-profit organizations and other stakeholders.

Now, THEREFORE, in consideration of the matters recited above and the covenants, conditions and promises contained herein, the Parties agree as follows:

OPERATIVE PROVISIONS

1. Purpose. The Parties desire to collaborate in the implementation of SARCUP including any future projects identified by the Parties, concerning large-scale water supply reliability projects that will provide benefits to the entire watershed. Further, the Parties will work together and take such action as may be necessary to secure grants or other necessary funding, including Propositions 84 and 1 funding, to pay for the SARCUP projects selected by the Parties.

2. Term. The term of this MOU shall commence on the Effective Date and shall continue until terminated upon the written consent of the Parties. An individual Party may terminate its participation in the MOU at any time without approval of the remaining Parties.

3. Projects. The current proposed SARCUP contemplated by this MOU includes the following:

a. Habitat Restoration and *Arundo* Removal. Develops plans and creates habitat for listed species to help offset any "take" associated with water projects and removes *Arundo*, an invasive plant that consumes approximately 4 acre-feet of water per acre.

b. **Regional Conjunctive Use.** Regional conjunctive use is an integrated water resources management strategy that optimizes all sources of water in a coordinated surface and groundwater storage program including water use efficiency best practices in order to maximize the drought reliability of water supplies for the whole Santa Ana River watershed and better manage emergency outages from imported supplies. Agencies in the watershed participate in and receive reliability benefit from regional projects that increase the storage of local stormwater and imported water primarily in wet years for later extraction, treatment and delivery both directly and through in-lieu exchange primarily during dry years.

c. **Economic Based Water Use Efficiency Program.** Develops a set of innovative, best-in-class water conservation tools, new and supplemental incentive programs, and water use efficiency rate structure implementation support that can be applied on a regional basis to help achieve water conservation targets established by the State of California.

4. **Future Projects.** In addition to the SARCUP projects identified in Section 3 above, the Parties will continue, during the term of this MOU, to diligently work together to identify, examine and implement additional SARCUP projects, all of which will be subject to this MOU. The implementation of any SARCUP project, and the associated terms and obligations, will be determined and may be memorialized in a separate written agreement executed by participating Parties.

5. **Contracting Party.** One of Parties will serve as the contracting Party for each of the SARCUP projects contemplated by this MOU. The Parties hereby agree that whichever agency is designated as the contracting Party for the SARCUP project has the authority and power to bind the Santa Ana River Watermaster Action Team within the authority previously established by the Team. The designated Party shall not bind the Team in excess of the previously established authority without prior approval of the Team. The Contracting Party will also provide necessary administrative support for the various SARCUP projects contemplated and/or implemented by the Parties. The Parties agree that the Contracting Party shall have no liability of any kind for acts performed or taken as the contracting party in furtherance of the purpose of this MOU. Selection of the Contracting Party will be done by general consensus and will be ratified by an action of the Contracting Party's Board of Directors.

6. **Obligations of the Parties.** Each Party agrees to cooperate in the fulfillment of the purpose of this MOU and to act in good faith at all times. Exhibit A contains the Foundational Principles of the collaboration. The Parties will be responsible for cost sharing, in such amounts as determined by the Parties, of any costs or fees incurred in connection with the SARCUP projects. The Parties will make every effort to collaborate to identify possible projects that satisfy the intent of this Agreement and further agree to enter into additional agreements and execute documents reasonably necessary to carry out the intent of this MOU.

7. **General.**

a. **Notices.** Any written communication required or permitted to be given hereunder will be deemed received upon personal delivery or forty-eight (48) hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the Party for whom intended as follows:

If to IEUA: Inland Empire Utilities Agency
6075 Kimball Ave.
Chino, CA 91708
Attn: Joe Grindstaff, General Manager

If to OCWD: Orange County Water District
18700 Ward Street
Fountain Valley, CA 92708
Attn: Michael R. Markus, General Manager

If to Valley District: San Bernardino Valley Municipal Water District
3 80 East Vanderbilt Way
San Bernardino, California 92408
Attn: Douglas D. Headrick, General Manager

If to Western: Western Municipal Water District
14205 Meridian Parkway
Riverside, CA 92518
Attn: John V. Rossi, General Manager

If to Eastern: Eastern Municipal Water District
2270 Trumble Road
Perris, CA 92570
Attn: Paul D. Jones II, P.E., General Manager

b. Entire Agreement. This MOU contains the entire agreement between the Parties with respect to the matters herein provided and may only be amended by a subsequent written amendment executed by all the Parties.

c. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute a single agreement.

d. Signing Authority. Each of the Parties represent that the persons signing this MOU have the appropriate authority to execute this MOU and bind the respective Party to the terms contained herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have agreed to execute this MOU as of

Inland Empire Utilities Agency

By: _____

Name: Joe Grindstaff

Its: General Manager

Orange County Water District

By: _____

Name: Shawn Dewane

Its: President, Board of Directors

**San Bernardino Valley Municipal
Water
District**

By: _____

Name: Douglas D. Headrick

Its: General Manager

Western Municipal Water District

By: _____

Name: John V. Rossi

Its: General Manager

Eastern Municipal Water District

By: _____

Name: Paul D. Jones II, P.E.

Its: General Manager

EXHIBIT "A"

Santa Ana River Conjunctive-Use Program (SARCUP)

Foundational Principles

The goals of the SARCUP are to maximize the development and use of local and imported water supplies and to conjunctively manage these local water supplies such that the aggregate yield and water supply reliability generated by the SARCUP is greater than the independent management of these resources. Local supplies include surface water, groundwater, and recycled water originating in the Watershed. Imported supplies include State Water Project (SWP), Colorado River Aqueduct (CRA) water and other supplies that can be imported into the Watershed through SWP, CRA and other facilities. When the total of local and imported supplies exceed demand the surplus supplies will be stored in Watershed groundwater basins, groundwater basins outside the Watershed and potentially surface storage facilities. The basic principles required to build the SARCUP are listed below.

1. **Maximize the Development and Use of Local and Imported Supplies.** Local water supplies will be developed to their maximum potential limited by water rights agreements and permits issued by the State Board. The Parties will maximize their take of imported water by taking as much imported water as is available to them.
2. **Collaborative Management of Unused Storage Space in the Watershed.** Unused storage space in a groundwater basin consists of the volume of unsaturated sediments that is not needed to regulate normal sources of recharge to achieve the current yields of a basin. The maximum unused storage space in the Watershed is about 1,000,000 af and is distributed as follows:
 - Chino Basin – 500,000 af¹
 - Elsinore and Riverside Basins – 60,000 af
 - Orange County Basin – 100,000 af
 - San Bernardino Basin Area (SSBA) – 40,000 af
 - San Jacinto Basin – 300,000 af
3. **There are many projects that can be used to exploit this unused storage to improve water supply reliability and reduce demand on imported-water sources during drought and other periods of reduced local and imported water supplies.** Some of the lower cost and simpler drought/emergency water supply projects are currently known and can be implemented rapidly while the more expensive and complex projects need information to flesh out and time to

¹ IEUA and the Chino Basin and Watermaster have an existing 150,000 storage program included in the 500,000 af space.

develop implementation agreements. A watershed-scale conjunctive-use architecture is proposed herein to facilitate the implementation of the lower cost and simpler projects in the context of the regional need for conjunctive use projects that improve drought/emergency water supply, and to assure that regional benefit of watershed-scale conjunctive-use projects. The Parties propose to:

- Work together to develop and implement conjunctive-use projects that improve water supply reliability by increasing drought/emergency water supply. Such projects will include water conservation measures and habitat improvement activities (e.g. *Arundo* removal) that improve watershed water reliability.
 - Facilitate cooperative use of the unused storage space in the watershed's groundwater basins by identifying storage blocks that will be sequentially developed to increase dry-year yield for the watershed.
 - Conjunctive-use projects will be developed to produce dry-year yield from each storage block with the lowest cost and simplest projects being developed in first storage block and subsequent storage blocks consisting of more expensive and complex projects.
 - The early dry-year yield projects would use exchange agreements and existing conveyance facilities to put water into storage and produce water from storage and convey it to Parties when a dry-year call is made. Subsequent projects may require new conveyance facilities to achieve more aggressive dry-year yield goals.
 - The Parties would conduct planning investigation that result in a watershed-scale conjunctive-use program master plan that would lead to the implementation of conjunctive-use programs with successive storage blocks of unused storage.
 - Use the next round of Proposition 84 funding plus local matching funds to implement the first storage block projects and to develop a master plan for the maximum development of water supplies and conveyance facilities for the utilization of the remaining unused storage space in the watershed.
 - Establish baseline storage levels, recharge and recovery capacity from which to measure dry-year yield performance.
4. **The Parties share equitably for the benefits of the SARCUP.** The benefits and costs of the SARCUP would be allocated based on each Party's relative financial participation.
5. **Water may be stored asymmetrically relative to where the dry-year yield benefits occur.** For example, water may be stored in the Chino and San Jacinto

basins and the water produced from this storage would be distributed to all the participating Parties based on their participation.

6. **Non-compete for grant funding.** A Party(s) that opts out of participating in a new local water supply development project, imported water supply project and or conjunctive-use project will not compete for grant funding from the Proposition 84 funding source and other grant funding sources that the participating Parties are pursuing.
7. **The Parties will not compete for the imported water that can be obtained for the purposes of the SARCUP.** Imported water sources include SWP and CRA water acquired from Metropolitan Water District of Southern California (Metropolitan), SWP water acquired by SBVMWD, Sacramento Valley water acquired by a Party or the Parties and conveyed to the watershed through the SWP, and water produced by future ocean desalination² projects. The Parties will pool their resources, based on their level of participation, to acquire and convey imported water being sought by the SARCUP participants to the watershed for the SARCUP projects.
8. **Recovery of water from storage.** In the initial development of the SARCUP, the Parties that overlie basins with stored SARCUP water would reduce their take of imported water during stored water recovery periods. Imported water deliveries will be reprogrammed from Parties that have direct access to water in storage to Parties that do not have direct access to the SARCUP stored water. This will require exchange agreements that involve the Parties and Metropolitan and others.

In the subsequent expansion of the SARCUP, the Parties will seek to maximize the use of existing regional conveyance facilities to deliver SARCUP water to and from storage and subsequently improve regional conveyance facilities consistent with the SARCUP master plan.

9. **Continue Expansion of the SARCUP.** The Parties will continue to: refine the SARCUP over time adapting to changes in the water supply environment and economic conditions; implement subsequent phases of the SARCUP; and collaborate on the acquisition of grant funding.

² Ocean desalination is characterized herein as imported water as it originates outside what is conventionally referred to as the Santa Ana Watershed.

SANTA ANA RIVER CONJUNCTIVE USE PROGRAM (SARCUP) PHASE 1 PRINCIPLES, MOU, & GRANT APPLICATION



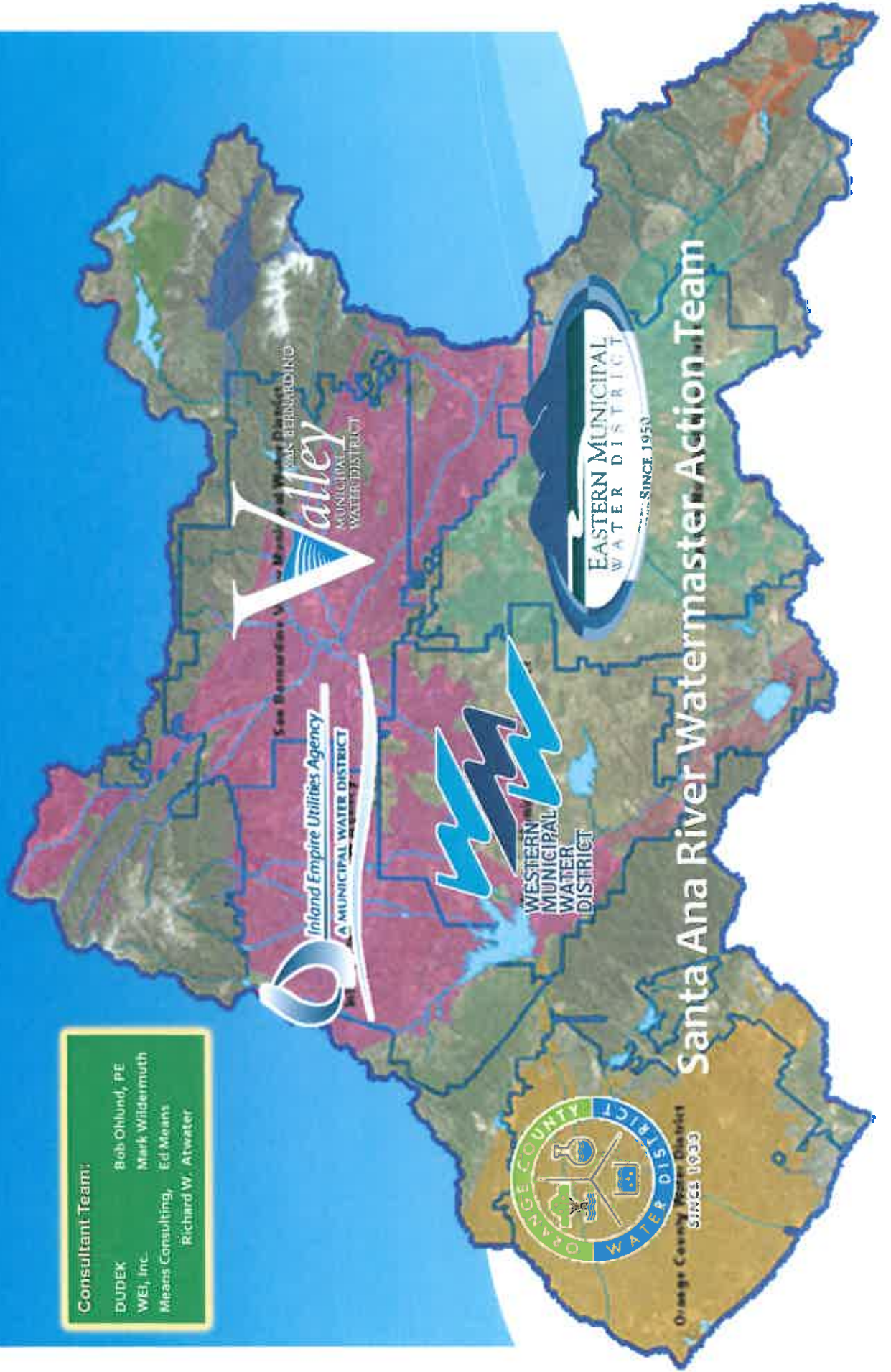
Prop 84, 2015 OWOW Grant Application Description
Santa Ana River Watermaster Action Team

Andy Campbell
May 20, 2015

WATERSHED-SCALE COLLABORATION

Consultant Team:

DUDEK Bob Ohlund, PE
WEI, Inc. Mark Wildermuth
Means Consulting, Ed Means
Richard W. Atwater



Concepts Meet Key Grant Goals

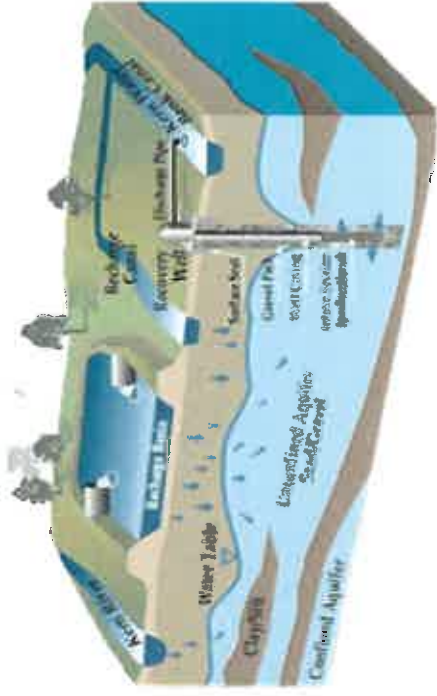
- * Provides watershed-wide regional collaboration
- * Creates new supply
 - 4,500 AFY from Arundo and Turf removal
 - 60,000 AFY dry-year yield capacity
- * Increases resiliency of water supply
- * Improves natural environment/reduces pollution
- * Is a key element of the OWOW IRWMP

Action Team - Foundational Principles

- * Maximize development of local and imported supplies
- * Collaborate as an equitable partnership of SAR Agencies
- * Do not compete as individual SAR Agencies for grants or for imported water that can be used for SARCUP

SARCUP Elements

- * Habitat Restoration: Arundo Removal
- * Water Use Efficiency: Turf Replacement
- * Groundwater Bank: Put & Take Facilities



Benefits & Costs

Proposed Phase 1

Grant Application Costs and Benefits	Supply	DWR	Local	Total
	Benefit	Grant	Match ⁽¹⁾	Project ⁽¹⁾
Habitat Restoration: Arundo Removal	4,000 AFY	\$ 5M	\$ 5M	\$10M
Water Use Efficiency: Turf Replacement	500 AFY	\$10M	\$20M ⁽²⁾	\$30M
SARCUP Water Bank: Put & Take Facilities	60,000 AFY ⁽³⁾	\$45M	\$40M	\$85M
	64,500 AFY ⁽³⁾	\$60M	\$65M ⁽²⁾	\$125M

(1) All 5 SAWPA member agencies share local match and total costs equally. Agency Local match is \$9M (\$65M total - \$20M MWD / 5 agencies). Local match is 36 cents per 1 dollar in total project costs.

(2) Cost share includes MWD \$2.00/ square foot turf removal program

(3) Dry-Year Yield

Habitat Restoration & Water Use Efficiency

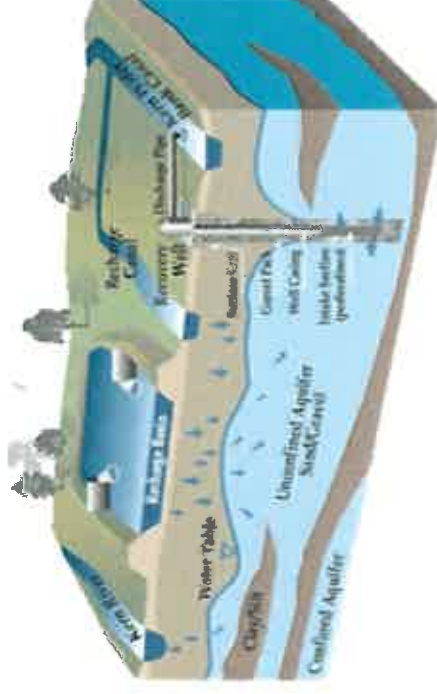
- * 1,000 acres of Arundo removal
- * 1 acre uses 4 feet of water per year
- * 4,000 AFY of water conserved
- * Removal to be completed within 5 years
- * 5,000,000 sq. ft. turf removal
- * 500 AFY water savings
- * Adds \$1.00/sq. ft. to MWD turf replacement Program



SARCUP Groundwater Bank

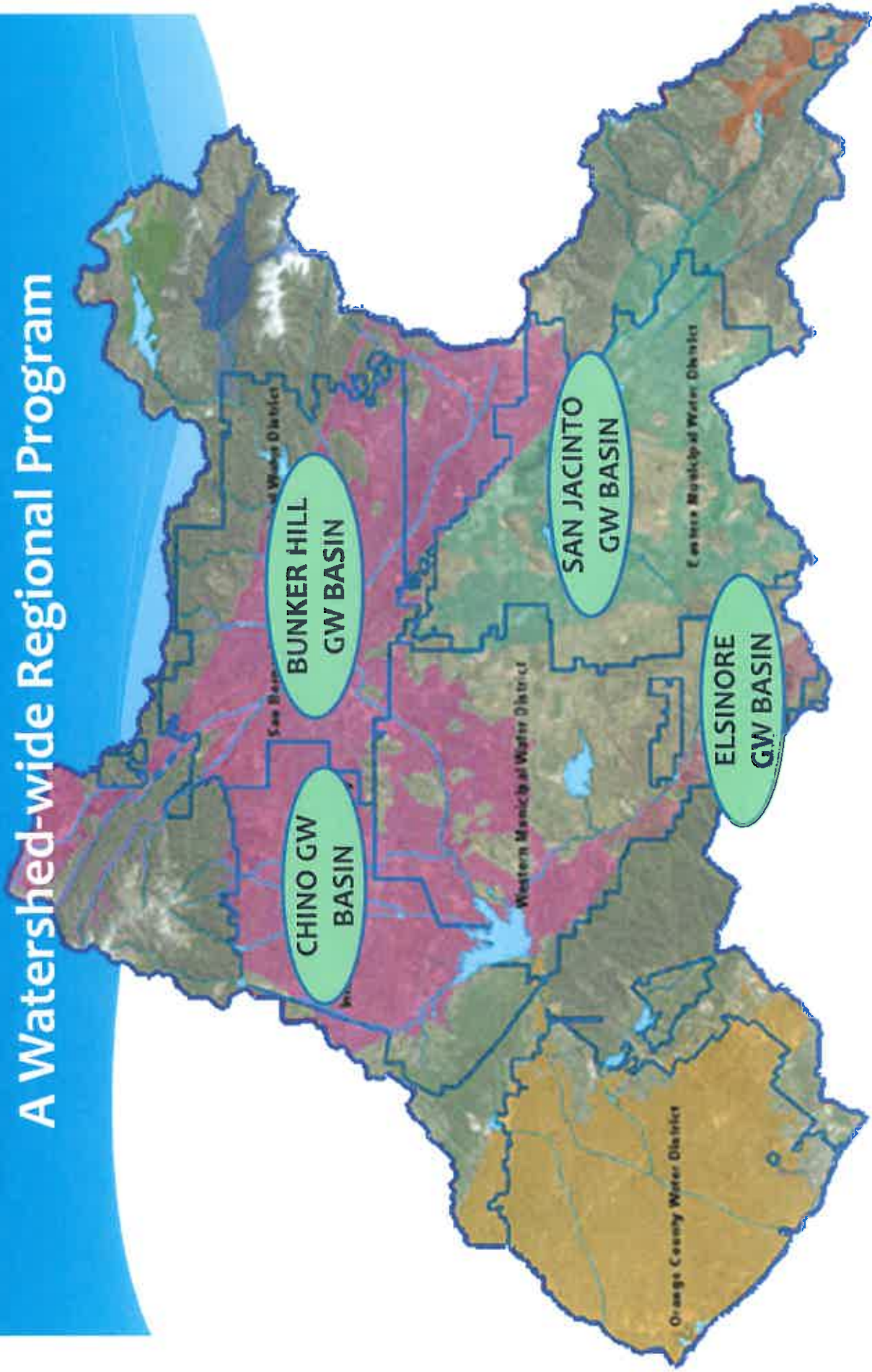
- * 1,000,000 AF potential storage capacity in SAR GW Basins
- * Phase 1 of SARCUP Water Bank: 180,000 AF
- * Build recharge and extraction infrastructure to take advantage of wet year extraordinary supply
- * Storage on use-side of major earthquake faults
- * Cost benefit comparison

- * Phase 1 Dry-Year Yield: \$1,000/AF
- * 2015 Spot Market: \$1,500/AF
- * Ocean Desalination: \$2,000/AF



SARCUP Groundwater Bank

A Watershed-wide Regional Program

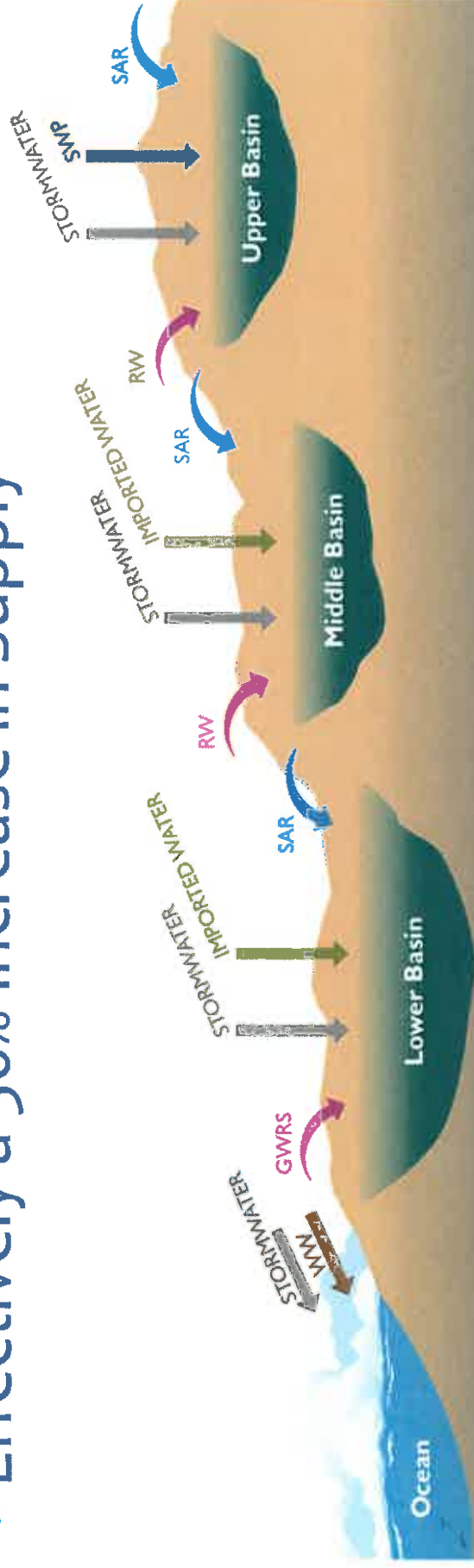


Groundwater Bank – Phase 1

Agency	GWR Basin	Storage (AF)	DYY (AFY)
SBVMWD	Bunker Hill	60,000	20,000
IEUA	Chino	96,000	32,000
EMWD	San Jacinto	19,500	6,500
WMWD	Elsinore	4,500	1,500
OCWD	Orange County	0	0
		180,000	60,000

SARCUP Side Benefit: Cascading Effect

- * Banked supplies in upper watershed can be reused as recycled water is added back to river/ basin.
- * Effectively a 30% Increase in Supply



Chino Groundwater Basin (IEUA)

Features

- * 96,000 AF Storage Capacity
- * 32,000 AFY New Dry-Year Yield Production and exchanges

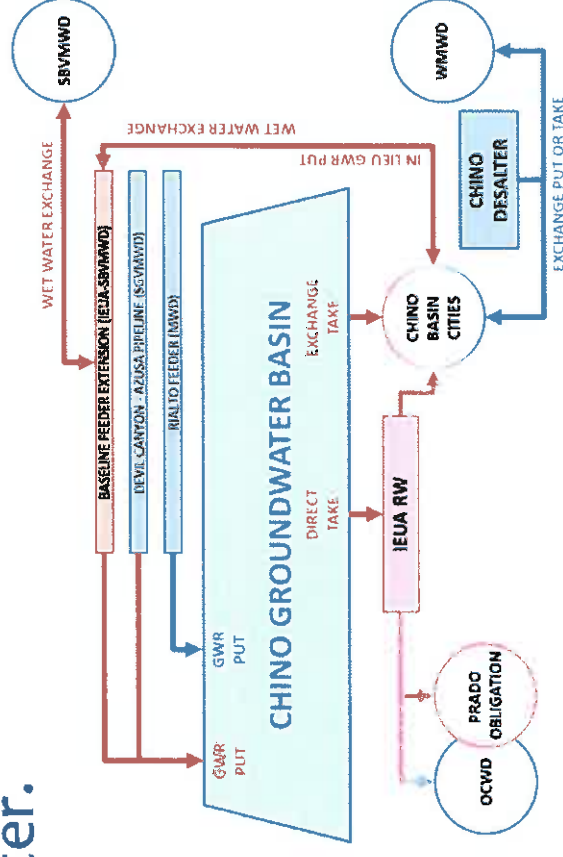
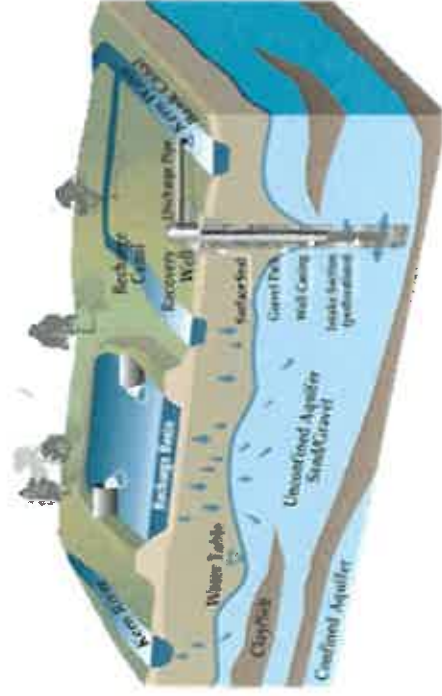
Construct

- * 48-in. Baseline Feeder Extension
- * Turnout & Interties at San Sevaine Crk
- * Devil Canyon-Azusa PL dual use turnout near San Antonio Crk
- * Extraction wells – into South Pressure Zone of RW system (for OCWD take)

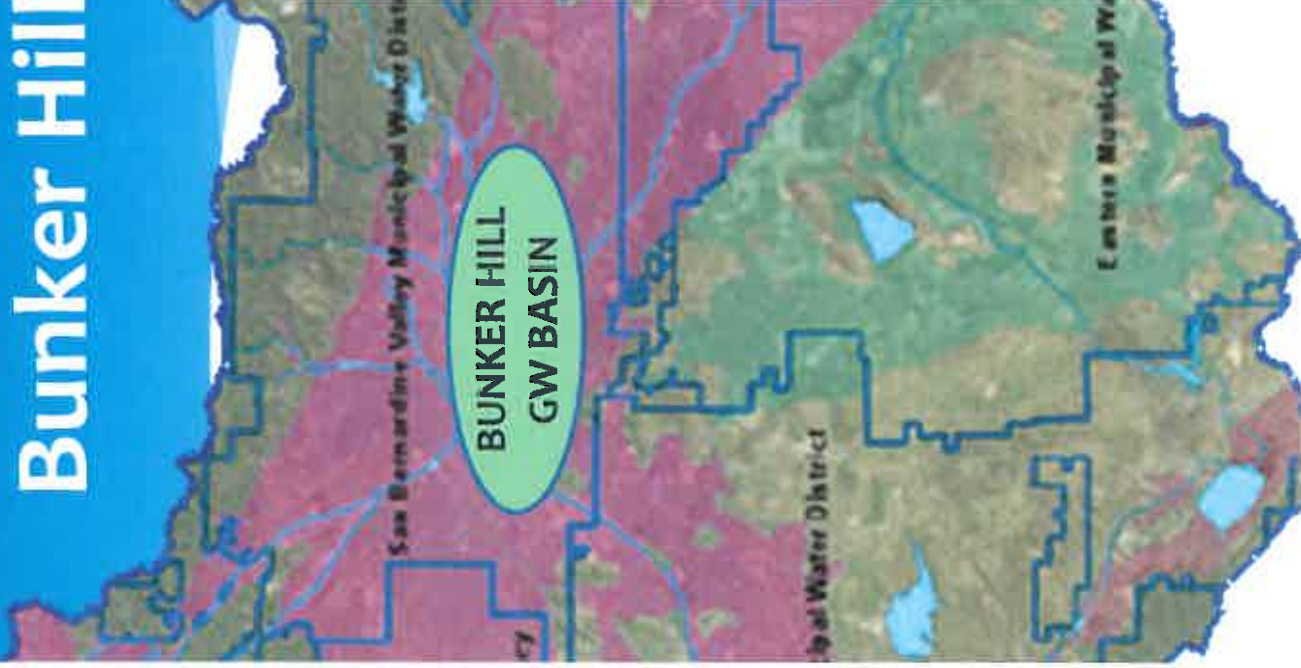


Chino Groundwater Basin Proposed Phase 1

- * Chino Basin exchanges can be paper SWP exchanges, wet water put and takes, or exchanges through CDA.
- * Institutional agreements will be required for puts & takes.
- * The Water Bank requires a storage account with each groundwater basin's Watermaster.



Bunker Hill GW Basin (SBVMWD)



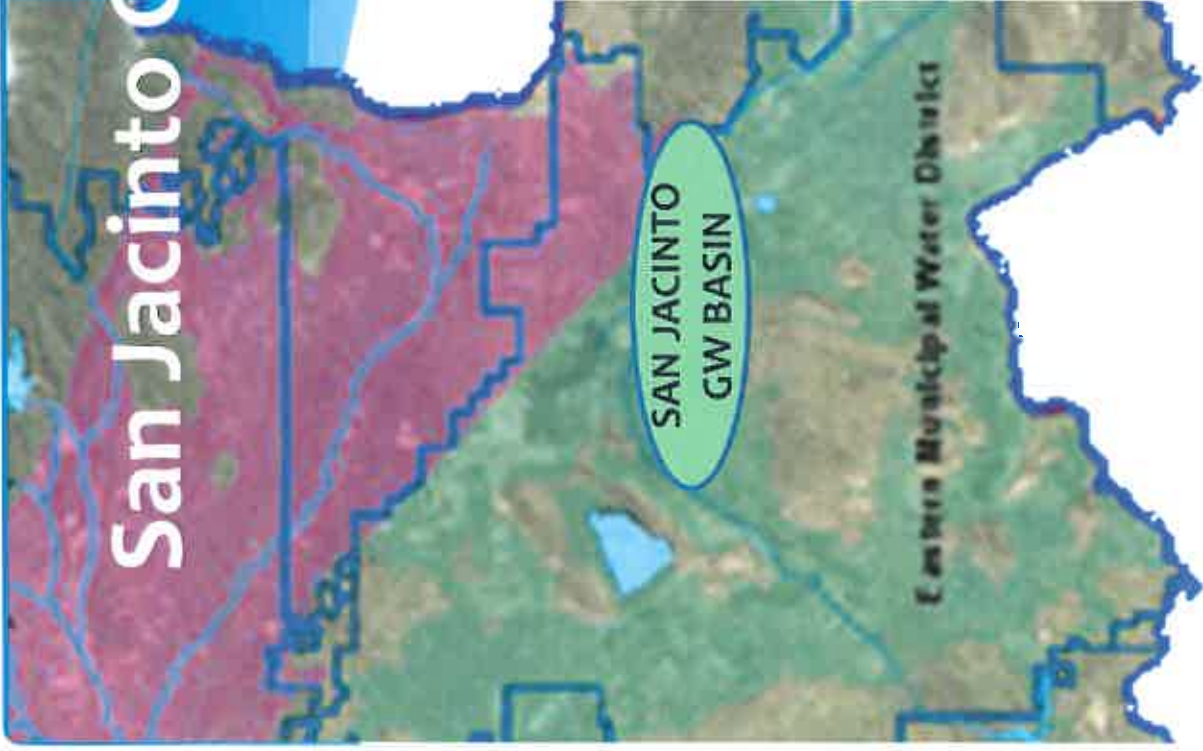
Features

- * 60,000 AF Storage Capacity
- * 20,000 AFY New Dry-Year Yield

Construct

- * 5 Extraction Wells
- * Transmission pipeline
- * Expand Redlands PS
(add 20 cfs pump)

San Jacinto GW Basin (EMWD)



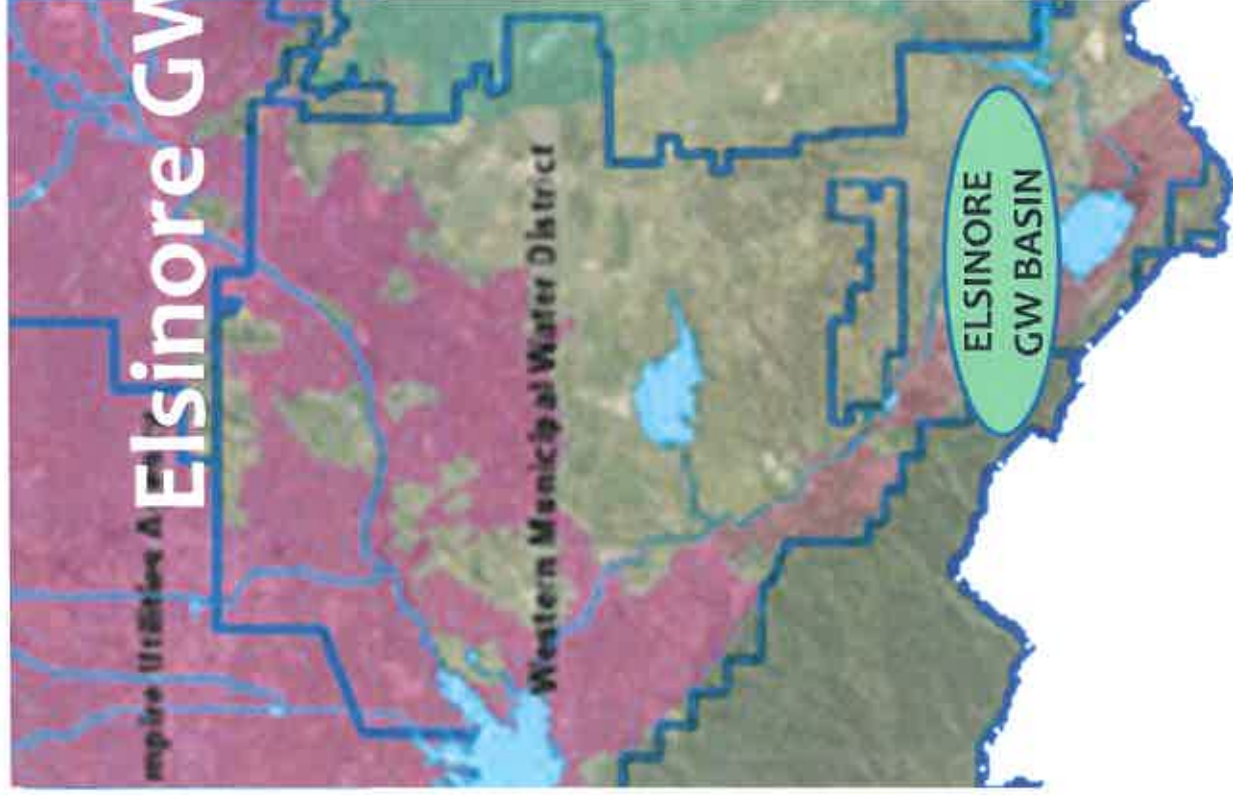
Features

- * 19,500 AF Storage Capacity
- * 6,500 AFY New Dry-Year Yield

Construct

- * Mountain Ave. West Recharge Basin
- * 3 Extraction Wells

Elsinore GW Basin (WMWD)



Features

- * 4,500 AF Storage
- * 1,500 AFY New Dry-Year Yield

Construct

- * 2 Dual Use Wells (Injection and Extraction)

Schedule

- * May - SAR Agencies consider approval of Foundational Principals and MOU to Support Prop 84 Grant Application
- * May 27, 2015 - SARCUP OWOW Application
- * August 2015 – With OWOW award, submit SARCUP Application to DWR for Prop 84 Grant

Recommended for Board Approval

1. Approve the Foundational Principles of the Santa Ana River Watermaster Action Team
2. Approve the final draft MOU for SARCUP while authorizing the General Manager to make non-substantive changes and execute the final MOU; and
3. Approve submission a \$60-million SAWPA-DWR grant application for \$125-million in projects