

# **NOTICE OF MEETING**

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**OF THE  
ENGINEERING, OPERATIONS,  
AND BIOSOLIDS MANAGEMENT  
COMMITTEE**

**OF THE  
BOARD OF DIRECTORS  
OF THE**



**IS SCHEDULED FOR  
WEDNESDAY, NOVEMBER 11, 2015  
10:00 A.M.**

***Or immediately following the  
Public, Legislative Affairs, and Water Resources  
Committee Meeting***

**AT THE ADMINISTRATION HEADQUARTERS  
6075 Kimball Avenue, Building A  
Chino, CA 91708**



**ENGINEERING, OPERATIONS, AND  
BIOSOLIDS MANAGEMENT  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, NOVEMBER 11, 2015  
10:00 A.M.**

***Or immediately following the  
Public, Legislative Affairs, and Water Resources  
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 Engineering, Operations, and Biosolids Management Committee meeting minutes from the September 9, 2015, meeting.

**B. EAST DECLEZ PURCHASE AND SALE AGREEMENT**

It is recommended that the Committee/Board:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and

2. Authorize the General Manager to execute the agreement.

**C. TERM SHEET FOR RECYCLED WATER (RW) INTERCONNECTION WITH JURUPA COMMUNITY SERVICES DISTRICT (JCSD)**

It is recommended that the Committee/Board:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and
2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

**D. COMMISSIONING CONTRACT AWARD – WATER QUALITY LABORATORY (LAB)**

It is recommended that the Committee/Board:

1. Approve the commissioning contract award to Heery International, Inc. for the Lab, Project No. EN15008, for the not-to-exceed amount of \$59,884; and
2. Authorize the General Manager to execute the contract.

**E. CONTRACT AWARD FOR THE RP-1 MIXED LIQUOR RETURN PUMPS**

It is recommended that the Committee/Board:

1. Approve the consulting engineering services contract award for the design efforts for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, to the most qualified consultant, for the not-to-exceed amount of \$600,000; and
2. Authorize the General Manager to execute the contract.

**2. INFORMATION ITEM**

**A. 1<sup>ST</sup> QUARTER PLANNING AND ENVIRONMENTAL COMPLIANCE UPDATE (WRITTEN)**

**B. EL NINO PREPARATION (WRITTEN)**

**RECEIVE AND FILE INFORMATION ITEM**

**C. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)**

**D. RECYCLED WATER ANNUAL REPORT (WRITTEN)**

3. **GENERAL MANAGER'S COMMENTS**
4. **COMMITTEE MEMBER COMMENTS**
5. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
6. **ADJOURN**

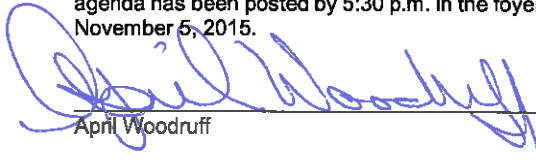
\*A Municipal Water District

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.

Proofed by: SK

**DECLARATION OF POSTING**

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

  
\_\_\_\_\_  
April Woodruff

**ACTION  
ITEM  
1A**



## MINUTES

### ENGINEERING, OPERATIONS, AND BIOSOLIDS MANAGEMENT COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY\* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, SEPTEMBER 9, 2015  
10:00 A.M.

#### **COMMITTEE MEMBERS PRESENT**

Michael Camacho, Chair  
Terry Catlin

#### **STAFF PRESENT**

Jasmin A. Hall, Director  
Chris Berch, Executive Manager of Engineering/AGM  
Ernest Yeboah, Executive Manager of Operations/AGM  
Connie Campbell, Accounting Supervisor  
Nel Groenveld, Manager of Laboratories  
Nasrin Maleki, Senior Engineer  
Matthew Melendrez, Deputy Manager of Operations  
David Mendez, Deputy Manager of Construction Management  
John Scherck, Acting Deputy Manager of Construction Management  
Rachael Solis, Supervisor of Engineering Administration  
Shaun Stone, Manager of Engineering  
April Woodruff, Board Secretary/Office Manager

#### **OTHERS PRESENT**

None

The meeting was called to order at 10:00 a.m. There were no public comments received or additions to the agenda.

#### **ACTION ITEMS**

The Committee:

Approved the Engineering, Operations, and Biosolids Management Committee meeting minutes of August 12, 2015.

◆ Recommended that the Board:

1. Approve an engineering services contract amendment for Stantec consulting, Inc. for the Recycled Water Program, Southern Projects Area, for the not-to-exceed fee of \$48,746; and
2. Authorize the General Manager, subject to non-substantial changes, to execute the agreements;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a Task Order Change Order for the for the RP-1 Flare System Improvements, new iron sponge installation, Project No. EN13046, to W.A. Rasic Construction for the lump sum amount of \$160,279; and
2. Authorize the General Manager to finalize and execute the Change Order;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600001974 to Univar USA, Inc. establishing a two-year contract for the supply of 25% Sodium Bisulfite with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager, or his designee to execute the contract with three potential contract extensions;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the construction contract award for the NRW Collection System Manhole Upgrades FY 2015/16, Project No. EN15046 and Collection System Manhole Upgrades FY 2015/16, Project No. EN15045, to Genesis Construction for their low bid of \$594,777; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the September 16, 2015 Board meeting agenda.

### **INFORMATION ITEMS**

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

- ◆ Engineering and Construction Management Program Management Plan
- ◆ Engineering and Construction Management Monthly Update

### **GENERAL MANAGER'S COMMENTS**

General Manager Joseph Grindstaff had no additional comments.

### **COMMITTEE MEMBER COMMENTS**

There were no Committee Member comments.

**COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

There were no Committee Member requested future agenda items.

With no further business, the meeting adjourned at 10:30 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: NOVEMBER 11, 2015**





**ACTION  
ITEM  
1B**


Date: November 18, 2015

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (11/11/15)  
Engineering, Operations, and Biosolids Mgmt. Committee (11/11/15)  
Finance, Legal, and Administration Committee (11/11/15)

From: P. Joseph Grindstaff   
General Manager

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

Sylvie Lee   
Manager of Planning and Environmental Resources

Subject: East Declez Purchase and Sale Agreement

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Purchase and Sale Agreement with SLPR, LLC for the East Declez property; and
2. Authorize the General Manager to execute the agreement.

### **BACKGROUND**

As part of the ongoing recharge improvement discussions, the East Declez Basin was identified as a new project for the Chino Basin Watermaster (CBWM) and Inland Empire Utilities Agency (IEUA) parties' consideration. Following a preliminary evaluation from CBWM/IEUA, it was determined that the project had significant recharge potential for recycled water, and storm water, in Management Zone 3 (MZ-3). In addition, this project was identified as a good "substitute" for the lower San Sevaine Basin, since that site was no longer available and had to be removed from the Recharge Master Plan Update (RMPU) approved list of projects. Declez Basin is located east of Mulberry Avenue and Philadelphia Road in Riverside County. The basin currently is operated as a stormwater capture basin, and is scheduled to receive recycled water in Fall 2015, with the completion of the Wineville Extension Recycled Water Pipeline Project. East Declez property is

located directly adjacent to the existing Declez Basin and consists of 85 acres of land. The location of the property is shown below in Figure 1.

Staff is currently in the process of working with CBWM in developing the initial feasibility study to evaluate if the site is a viable site for groundwater recharge. Borings and cone penetration technology will provide hydrological data for the use of the site. Results are expected to be reached by March 2016, which will provide a determination on the feasibility of the use of the site for groundwater recharge. In the event that it is determined to be a viable groundwater recharge site, IEUA would purchase the property.

Figure 1 – East Declez Property Location



IEUA has been in direct communication with the agent representing the property owner of this property. We concurred to enter into an agreement that would enable IEUA/CBWM time to determine the feasibility of the proposed project and set a cap for the purchase price of the land should IEUA pursue purchase.

Terms to enter into a Purchase and Sale Agreement were previously developed as the Letter of Intent to Purchase Property and presented to the IEUA Board on June 17, 2015.

The Purchase and Sale Agreement includes the following terms:

- The property owner will hold the property for 180 days from the opening of escrow, with a refundable deposit of \$50,000.
- For time extensions beyond 180 days, \$10,000 per month of the deposit will be released to the property owner.
- Either party can terminate the intent to purchase at any time during the 180 days or the following five months.
- If IEUA and CBWM are willing to purchase the property based on the results of the feasibility study, IEUA will pay the fair market assessed value, not-to-exceed \$3 Million.
- 180 days from the opening of escrow will be May 2016; allowing time for IEUA and CBWM to make decisions on the purchase of the property beyond the current projected completion of the feasibility study.

Staff has been updating CBWM on a regular basis at the monthly project meetings.

The purchase of East Declez property is budgeted in the RMPU project (Project No. RW15003). The project's total budget is included in the IEUA's TYCIP is \$7,490,500, and the project costs are shared by IEUA and Chino Basin Watermaster (CBWM) at \$250,000 and \$7,240,500, respectively. As the project's FY 2015/16 appropriation is \$856,000, a budget amendment will be pursued if the project is deemed successful prior to property purchase.

Securing the potential purchase of the East Declez property for groundwater recharge is consistent with the IEUA business goal of *Water Reliability*, namely development of groundwater recharge.

#### **PRIOR BOARD ACTION**

None.

#### **IMPACT ON BUDGET**

The project will be funded through the FY 15/16 appropriation of the Recharge Water (RW) Fund.

Attachment: Purchase and Sale Agreement: Declez Property

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

(Riverside 85 Acres)

TO: Chicago Title Company  
560 E. Hospitality Lane  
San Bernardino, CA 92408

Escrow No.: \_\_\_\_\_  
Escrow Officer: Sandy Olson  
Phone: (909) 381-6722  
Fax: (909) 384-7858  
Email: [Sandra.olson@ctt.com](mailto:Sandra.olson@ctt.com)

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**Agreement**"), is made and entered into as of the \_\_\_ day of October, 2015 (the "**Effective Date**"), by and between SLPR, LLC, an Arizona limited liability company ("**Seller**"), and Inland Empire Utilities Agency, a California Municipal Water District ("**Buyer**") with respect to the following facts:

**RECITALS:**

A. Seller owns a single parcel of unimproved land located in the City of Jurupa Valley, County of Riverside (the "**County**"), State of California, consisting of approximately 85 acres and identified as Assessor Parcel Numbers 173-020-020, 173-020-021, 173-020-022, and 173-020-023, such real property being more particularly described in **Exhibit "A"** attached hereto. Said real property, together with all appurtenant easements, rights of way, licenses and hereditaments, any and all improvements, facilities and the like located on the land, and any and all general intangibles and the like, shall collectively be referred to herein as the "**Property**".

B. Seller wishes to sell and convey the Property to Buyer, and Buyer wishes to purchase the Property from Seller, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to Chicago Title Company ("**Escrow Holder**") with regard to the escrow ("**Escrow**") created pursuant hereto are as follows:

**AGREEMENT:**

1. **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be Three Million and No/100 Dollars (\$3,000,000.00), based on the value in the current appraisal in Buyer's possession (a copy of which shall be delivered to Seller upon opening of the Escrow). Notwithstanding the preceding sentence, in the event Buyer elects to update the appraisal or obtain a new appraisal during the "**Feasibility Period**" (as defined in **Section 5**), and the updated appraised value is less than \$3,000,000.00, then Seller may elect to terminate this Agreement, unless Buyer elects to proceed with the purchase of the Property at the full Purchase Price listed above. The Purchase Price will be payable as follows:

a. Within three (3) business days of the "Opening of Escrow" (as defined in **Section 3**), Buyer shall cause to be deposited with Escrow Holder by confirmed wire transfer of funds the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) (the "**Deposit**"). The Deposit shall be invested by Escrow Holder in an interest-bearing account. Should Buyer elect not to proceed with

the purchase of the Property pursuant to the provisions of this Agreement on or before the expiration of the Feasibility Period, the Deposit plus any accrued interest thereon less Buyer's portion of any escrow charges shall be immediately returned by Escrow Holder to Buyer, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof. If Buyer fails to timely terminate this Agreement as provided in Section 5.a below, the Deposit shall become non-refundable to Buyer, unless this Agreement terminates due to a material breach by Seller of its obligations under this Agreement or following the non-satisfaction of express conditions precedent to Buyer's obligations to purchase the Property, as provided in Section 9 of this Agreement.

b. The Deposit and all interest accrued thereon, if any, shall be credited toward the Purchase Price upon the successful Close of Escrow or otherwise shall be disbursed to the party entitled to the Deposit pursuant to the terms of this Agreement.

c. On or before the date of the Close of Escrow, Buyer shall cause to be deposited with Escrow Holder, by confirmed wire transfer of immediately available funds, the balance of the Purchase Price plus such additional funds, if any, as may be required to pay Buyer's share of prorations and closing costs, as set forth herein.

d. Notwithstanding anything to contrary set forth herein, the Deposit being delivered by Buyer includes the amount of One Hundred and No/100 Dollars (\$100.00) as independent consideration for Seller's performance under this Agreement (the "**Independent Consideration**"), which shall be retained by Seller in all instances. If the Close of Escrow occurs or if this Agreement is terminated for any reason, the Escrow Holder shall first disburse to Seller from the Deposit the Independent Consideration. The Independent Consideration shall be nonrefundable under all circumstances but shall be applied to the Purchase Price at the Close of Escrow. Buyer and Seller expressly acknowledge and agree that (a) the Independent Consideration plus Buyer's agreement to pay the costs provided in this Agreement, including, without limitation, the costs of any survey, and Buyer's agreement to deliver the "Buyer's Work Product" (as defined in Section 5.c) to Seller, has been bargained for as consideration for Seller's execution and delivery of this Agreement and for Buyer's review, inspection and termination rights during the Inspection Period, and (b) such consideration is adequate for all purposes under any applicable law or judicial decision.

### 3. Escrow.

a. **Opening of Escrow.** For purposes of this Agreement, the Escrow shall be deemed opened (the "**Opening of Escrow**") on the date Escrow Holder shall have received fully executed counterparts of this Agreement from both Buyer and Seller. Immediately upon the Opening of Escrow, Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened.

b. **Close of Escrow.** For purposes of this Agreement, the "**Close of Escrow**" shall be defined as the date (the "**Closing Date**") that the Grant Deed, substantially in the form attached hereto as Exhibit "B" (the "**Grant Deed**"), conveying the Property to Buyer, is recorded in the Official Records of Riverside County, California (the "**Official Records**"). The Grant Deed shall provide that the documentary transfer tax shall not be of record. Close of Escrow shall occur no later than the first business day which is **sixty (60) days** from the date of expiration of the Feasibility Period.

(i) **Closing Extension.** Notwithstanding the foregoing, Buyer may extend the Close of Escrow for up to thirty (30) days (the "**Extension Period**"), by delivering a

written notice of its election to extend the Close of Escrow to Seller on or before the date that is ten (10) days prior to the scheduled Closing Date and by simultaneously delivering Twenty-Five Thousand Dollars (\$25,000.00) as an extension payment (the “**Extension Payment**”) for the Extension Period to the Escrow Holder, which amount will be immediately non-refundable and released to Seller, and not applicable to the Purchase Price at Closing.

c. **Closing Statement.** Prior to the Close of Escrow, Escrow Holder shall prepare and deliver to Seller and Buyer an estimated closing statement setting forth all estimated payments, adjustments, prorations, closing costs and expenses attributable to Seller or Buyer, as applicable, as of the scheduled Closing Date, and upon receipt thereof, the parties shall correct (if necessary) and approve their respective closing statements (the “**Closing Statement**”) and execute all documents required herein to be delivered by the Close of Escrow, and shall attend to such other matters as are incident to closing this transaction.

4. **Condition of Title.** It shall be a condition to Buyer’s obligations hereunder that Chicago Title Company (the “**Title Company**”) be prepared and committed to issue an ALTA Extended Owner’s 2006 Form Policy of Title Insurance (the “**Title Policy**”). Buyer may, at its expense, obtain any endorsements requested by Buyer, provided, however, that the ability to obtain said endorsements will not be a condition to Close of Escrow. The Title Policy shall be issued in the amount of the Purchase Price, showing fee title to the Property vested in Buyer and subject only to the following (the “**Condition of Title**”):

- a. Non-delinquent liens to secure payment of real property taxes;
- b. Matters affecting the Condition of Title created by or with the written consent of Buyer; and
- c. Exceptions disclosed by a current extended coverage ALTA title commitment (the “**Commitment**”) with respect to the Property issued by the Title Company and which are approved by Buyer in accordance with this section. Seller, at its sole cost and expense, shall provide Buyer with the Commitment, together with legible copies (to the extent that the same are available from the Title Company) of the instruments underlying any exceptions referred to in the Commitment (the “**Exceptions**”) within **fifteen (15) days** following the Opening of Escrow. Seller shall be absolutely obligated to remove all monetary exceptions to title other than non-delinquent real property taxes and assessments at or prior to the Close of Escrow. If, on or before **seventy-five (75) days** following the Opening of Escrow, Buyer, in its sole and absolute discretion, disapproves any non-monetary items described in the Commitment or the Exceptions, Seller shall thereafter have the right, but not the obligation, to attempt to eliminate or ameliorate to Buyer’s satisfaction such matters as Buyer shall have so disapproved on or before **ten (10) days** following receipt of Buyer’s disapproval notice. Seller may give written notice to Buyer within such 10-day period whether Seller is unable or unwilling to ameliorate or eliminate such disapproved matters. If Seller so notifies Buyer (or fails to notify Buyer) that it is unable or unwilling to eliminate or ameliorate any such disapproved matters, Buyer shall have the right, exercisable by written notice delivered to Seller and Escrow Holder on or before the expiration of the Feasibility Period, to (i) waive its prior disapprovals of those matters which Seller is unable to eliminate or ameliorate, in which event such disapproved matters shall be deemed approved; or (ii) terminate the Escrow, in which event the Deposit plus all accrued and unpaid interest thereon less Buyer’s share of escrow costs shall be returned to Buyer and thereafter the Escrow, this Agreement and the rights and obligations of the parties hereunder shall terminate, other than any obligations expressly provided in this Agreement to continue after termination hereof. Prior to the Close of Escrow, Seller shall not cause or permit

title to the Property to differ from the Condition of Title approved by Buyer pursuant to the foregoing.

5. **Conditions to Buyer's Obligations.**

a. For a period (the "***Feasibility Period***") beginning on the Opening of Escrow and continuing until 6:00 PM (Pacific Time) on that date which is **one hundred twenty (120) days** following the Opening of Escrow, Buyer shall have the right to investigate and review all matters relating to the Property and its condition, and Buyer's obligations hereunder shall be conditioned upon Buyer's satisfaction with or waiver of such matters, which satisfaction or waiver shall be in Buyer's sole and absolute discretion. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to expressly disapprove, in a writing delivered to Seller and Escrow Holder, any of such matters, such matters shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of any matters related to the Property and its election to terminate this Agreement, the Deposit and all accrued and unpaid interest thereon less Buyer's share of escrow costs shall immediately be refunded by Escrow Holder to Buyer and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed cancelled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. Within **fifteen (15) days** of the Opening of Escrow, Seller shall make available to Buyer to the extent in the possession of Seller or reasonably available to Seller, true and complete copies of any and all existing studies, reports, maps, ALTA surveys, plans, records, contracts, permits, schedules and other documents relating to the Property in Seller's possession or reasonably accessible to Seller. All documents and materials that may be delivered to Buyer will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials, and Buyer acknowledges and agrees that to the extent Buyer, after receiving said documents and materials, relies on them for any purpose, Buyer will do so at its sole risk. Additionally, within **fifteen (15) days** of the Opening of Escrow, Seller shall obtain and deliver to Buyer a Natural Hazard Disclosure Statement in the form identified in California Civil Code Section 1103.2 which shall be prepared by an expert in natural hazard discovery. Seller shall be solely responsible for the costs of preparing copies of such documents, studies, reports and schedules. Buyer shall be solely responsible for any costs incurred in connection with its review and/or investigation of such items and the matters set forth in this Section.

c. In the event that this Agreement shall terminate for any reason, then within **ten (10) days** following such termination, Buyer shall return to Seller all the documents and materials made available or delivered to Buyer under Section 5.b above, and shall also deliver to Seller all documents and materials concerning or relating to inspections, surveys and tests of the Property originating from or done on behalf of Buyer (the "***Buyer's Work Product***"). Notwithstanding the foregoing, Buyer will not be obligated to deliver or disclose and may withhold from Buyer's Work Product any and all documents and materials: (i) that are proprietary and confidential as to Buyer's business generally; (ii) that discuss potential tenants, buyers, or users at the Property; (iii) that set forth project development costs, proformas, profit projections, operational budgets, or any other financial or economic data related to Buyer's intended development, use, and/or operation of the Property (unless such items are already available to the general public); (iv) that include architectural plans, renderings and designs related to proposed vertical improvements on the Property (unless such items are already available to the general public); and (v) that are protected from disclosure by any applicable attorney/client or attorney work product privilege. All documents and materials that may be delivered to Seller will be delivered without any warranty, express or implied, as to the accuracy or reliability of the contents of said documents and materials,



and Seller acknowledges and agrees that to the extent Seller, after receiving said documents and materials, relies on them for any purpose, Seller will do so at its sole risk.

6. **Buyer's Inspection Rights During Escrow.**

a. **Right of Entry; Indemnification.** During the term of the Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Property at reasonable times upon prior notice to Seller, to make any and all physical inspections and tests as may be necessary or desirable in Buyer's sole judgment and discretion, including, without limitation, geo-technical, soils, environmental (except that a so-called Phase II Environmental Site Assessment may not be conducted without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion), hydrology, engineering, seismic, utility and structural studies of the Property, review of zoning ordinances, building codes and other laws affecting the Property, review of all plans and engineering and/or soils reports in Seller possession or control, if any, and review of the "Habitat Clearance" (as defined in Section 6.c). Buyer's obligations to purchase the Property shall be subject to its satisfaction with the apparent physical condition of the Property, which will be determined by Buyer during the Feasibility Period. Buyer shall use care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller harmless of and from any and all claims, losses, liabilities, costs, expenses, mechanic's and materialmen's liens, and demands of any nature arising from or related to such entry and/or activities upon the Property by Buyer, its agents, contractors and subcontractors (said indemnity obligation will survive Close of Escrow or termination of this Agreement) and this indemnification shall not be limited to the insurance required in Section 6.b below. If Buyer, at any time on or before the expiration of the Feasibility Period, fails to disapprove, in a writing delivered to Seller and Escrow Holder, the apparent physical condition of the Property, such condition shall be deemed approved. In the event Buyer delivers timely written notice of its disapproval of the apparent physical condition of the Property and its election to terminate this Agreement, the Deposit plus all accrued interest thereon shall immediately be refunded by Escrow Holder to Buyer (Buyer to return any feasibility items provided by Seller), and thereafter this Agreement and the Escrow created pursuant hereto shall be deemed canceled and neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof.

b. **Insurance Requirement.** Prior to entry on the Property during the term of this Agreement by Buyer, its representatives, employees, agents, contractors and subcontractors, Buyer shall deliver to Seller a certificate or certificates showing that Buyer has in force a policy of comprehensive public liability insurance (with minimum coverage of \$1,000,000 per occurrence), and an excess umbrella liability policy of bodily injury and property damage (with minimum coverage of \$5,000,000), insuring Seller as an additional insured.

c. **Habitat Clearance.** Seller hired RBF Consulting, a Michael Baker International Company, to conduct and prepare the Habitat Assessment and MSHCP Consistency Analysis dated March 2015 (the "***Habitat Clearance***") for the Property. Buyer hereby acknowledges that a copy of the Habitat Clearance was delivered to Buyer's representative, Sylvie Lee, via electronic delivery on August 21, 2015.

7. **Closing Deposits by Seller.** At least **one (1) business day** prior to the Close of Escrow, Seller shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. One (1) executed and notarized original *Grant Deed*, substantially in the form attached hereto as **Exhibit "B"**;

b. One (1) executed original of a *Certification re Withholding*, substantially in the form attached hereto as **Exhibit "C"**, and a California Form 593-C or 593-W, as appropriate (collectively, the "**Certifications**");

c. The Closing Statement executed by Seller; and

d. Any other instruments and documents which Seller is obligated to execute and deliver into Escrow under this Agreement.

8. **Closing Deposits by Buyer.** Buyer shall cause to be deposited with Escrow Holder the funds which are to be applied towards the payment of the Purchase Price in the amounts and at the times designated in Sections 2 and 3 above, subject to adjustments resulting from the prorations conducted pursuant hereto. In addition, at least **one (1) business day** prior to the Close of Escrow, Buyer shall execute, acknowledge (where appropriate) and deliver into Escrow the following documents and instruments:

a. The Closing Statement executed by Buyer; and

b. Any other instruments and documents which Buyer is obligated to execute and deliver into Escrow under this Agreement.

9. **Buyer's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Buyer the right to terminate this Agreement and the Escrow created hereto, Buyer's obligation to purchase the Property from Seller shall be subject to the occurrence and/or satisfaction of the following conditions (or Buyer's written waiver thereof, it being agreed that Buyer may waive any or all of such conditions):

a. The Title Company is irrevocably prepared and committed to issue the Title Policy insuring title to the Property vested in Buyer or its nominee, subject only to the approved Condition of Title;

b. As of the Close of Escrow, Seller shall have deposited into Escrow the documents and instruments specified in Section 7 above and performed all of the obligations required to be performed by Seller under this Agreement;

c. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow;

d. The Property is in substantially the same general physical condition as existing as of the date of this Agreement; and

e. Seller shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Buyer, Buyer may exercise its remedies as set forth in Section 36 below.

10. **Seller's Conditions of Closing.** In addition to the other terms and provisions of this Agreement which give Seller the right to terminate this Agreement and the Escrow created hereto, Seller's obligation to sell the Property to Buyer shall be subject to the occurrence and/or satisfaction of the following conditions (or Seller's written waiver thereof, it being agreed that Seller may waive any or all of such conditions):

a. As of the Close of Escrow, Buyer shall have deposited into Escrow the funds, documents and instruments specified in Section 8 above and performed all of the obligations required to be performed by Buyer under this Agreement;

b. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow; and

c. Buyer shall not otherwise be in material default in the performance of any of its material obligations under this Agreement.

If any of the foregoing are not satisfied or waived by Seller, Seller may exercise its remedies as set forth in Section 35 below.

11. **Costs and Expenses.** The portion of the Title Policy premium attributable to standard coverage and the County documentary transfer tax and recording fees shall be paid by Seller. Buyer shall pay the portion of the Title Policy premium attributable to ALTA extended coverage and the cost of any title insurance endorsements it may require. Except as otherwise specifically provided herein, the Escrow fee of Escrow Holder shall be shared equally by Seller and Buyer; provided, however, that if the Close of Escrow has not occurred by the Closing Date by reason of a default hereunder, the defaulting party shall bear all Escrow cancellation and Title Company charges. All other costs shall be allocated between Buyer and Seller in accordance with customary practice in the County. The provisions of this Section shall survive the Close of Escrow or a termination of this Agreement.

12. **Prorations.** Real property taxes with respect to the Property based upon the latest available tax information shall be prorated such that Seller shall be responsible for all such taxes levied against the Property to and including the day prior to the Close of Escrow (including, without limitation, any supplemental taxes and assessments levied against the Property and assessed after the Close of Escrow for any periods prior to the Close of Escrow) and Buyer shall be responsible for all taxes and assessments levied against the Property from and after the Close of Escrow. Any and all income or rents derived from operations on the Property shall be prorated such that Seller shall be entitled to all such income due for the period through and including the day prior to the Close of Escrow, and Buyer shall be entitled to all such income accruing from and after the Close of Escrow. Buyer shall receive a credit in Escrow for any monies collected by Seller attributable to the period from and after the Close of Escrow. There shall be no proration of any pre-paid rents (rents paid to Seller prior to close of escrow and applicable to the period prior to the Close of Escrow).

13. **Disbursements and Other Actions by Escrow Holder.** Upon the Close of Escrow, Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Cause the Grant Deed to be recorded in the Official Records;

b. Disburse all funds deposited into Escrow as follows:

i. Deduct all items chargeable to the account of Seller pursuant hereto;

ii. Disburse to Seller the Purchase Price, less items deducted pursuant to this Section 13 and any amounts previously released or disbursed to Seller that are applicable to the Purchase Price;

iii. Deduct and disburse all items chargeable to the account of Buyer pursuant hereto; and

iv. Disburse the balance, if any, to Buyer.

c. Upon confirmation of recordation of the Grant Deed, the Escrow Holder shall: (i) deliver the Certifications executed by Seller and the Closing Statement executed in counterpart by Seller to Buyer; (ii) deliver all original documents listed in Section 7 to Buyer; and (iii) deliver to both Buyer and Seller copies of all documents delivered to either party hereto or recorded pursuant to this Agreement; and

d. Deliver (or direct the Title Company to issue and deliver) the Title Policy to Buyer.

14. **Operations During Escrow.**

a. Seller shall continue normal operations of the Property, and not sell, convey, grant, assign or otherwise transfer (on or off record) the Property or any interest therein which would survive the Close of Escrow and which would materially and adversely affect the use of the Property, without the prior written consent of Buyer, which consent may be granted or withheld in Buyer's reasonable discretion;

b. Seller shall not alter the physical condition of the Property in a way which would materially and adversely affect the use of the Property; and

c. Seller shall deliver to Buyer all material notices or communications Seller receives from any governmental body pertaining to the Property within **three (3) business days** after Seller's receipt of same.

15. **Seller's Representations and Warranties.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, based on the actual personal knowledge of Mr. Patrick E. Sovereign, with no duty to investigate further, each of which is material and is being relied upon by Buyer (the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller. The party or parties executing this Agreement on behalf of Seller are the current authorized officers and agents of the Seller with full power and authority to act on behalf of and bind the Seller, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement.

b. Seller is the sole owner of the Property, and Seller holds title free and clear of all unrecorded liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, or rights of way.

c. There are no actions, suits or proceedings pending against Seller relating to the Property or its use or condition, at law or in equity.

d. There are no agreements (whether oral or written) affecting or relating to the right of any party with respect to possession, operation or ownership of the Property, or any portion thereof.

e. Seller has received no written notice or written communication regarding, and to the actual knowledge of Seller there is no dangerous, illegal conditions on, under, about or within the Property requiring corrective action, including, without limitation, from any insurance carrier of the Property.

f. Seller is not a "foreign person" within the meaning of Section 1445 *et seq.* of the *Internal Revenue Code of 1986*, as amended, and Sections 18662 and 18668 of the *California Revenue and Taxation Code*;

g. Seller has not participated in or approved, and, to Seller's actual knowledge, and except as may otherwise be disclosed in the various environmental reports identified by and the results of which are summarized in that certain Phase I Environmental Site Assessment dated March 14, 2007, prepared by Soils Southwest, Inc., there has not occurred, any release or disposal upon the Property or contamination of the Property by any hazardous or toxic waste, substance or material (including, but not limited to, PCB's) as defined under any federal, state or local law, statute, ordinance or regulation and, to Seller's actual knowledge, there is no violation of any federal, state or local law, rule, regulation, statute or ordinance relating to the presence or existence of any hazardous or toxic waste, substance or material upon the Property. To Seller's actual knowledge, no toxic or hazardous waste, substance or material (including, but not limited to, PCB's) exists on, under, about or within the Property or any ground water thereunder, and no asbestos or asbestos-containing materials were used in any construction of improvements on the Property, and there are not presently upon or within any such improvements any materials containing asbestos.

h. Seller shall immediately notify Buyer of any change in any condition with respect to the Property or any event or circumstance which would render any representation, covenant or warranty of Seller under this Agreement untrue, misleading or incapable or less likely of being performed. Upon such notice, so long as the changed condition is not the result of Seller's intentional acts, Buyer's sole and exclusive remedy shall be to terminate the transaction in the same manner as if the facts disclosed by Seller had been discovered during the Feasibility Period.

Except as expressly herein otherwise provided, the representations and warranties of Seller set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

16. **Buyer's Representations and Warranties.** In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, based on the actual personal knowledge of Mr. P. Joseph Grindstaff, with no duty to investigate further, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and shall be true as of the Close of Escrow):

a. This Agreement has been duly and validly authorized, executed and delivered by Buyer and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer. The party or parties executing this Agreement on behalf of Buyer are the current authorized officers and agents of the Buyer with full power and authority to act on

behalf of and bind the Buyer, and they shall deliver any and all required documentation to Title Company in order to validate their authority. Other than as disclosed in this Agreement, no consents or waivers of or by any third party are necessary to permit the consummation by Buyer of the transactions contemplated pursuant to this Agreement.

b. Buyer acknowledges that except as set forth in this Agreement and in Seller's closing documents (i) neither Seller, nor any principal, agent, attorney, employee, broker, or other representative of Seller, has made any representation or warranty of any kind whatsoever, either express or implied, with respect to the Property or any matter related thereto, and (ii) other than Seller's express representations and warranties in Section 15 of this Agreement, Buyer is not relying on any warranty, representation, or covenant, express or implied, with respect to the condition of the Property including, without limitation, any matters related to environmental conditions or compliance with any federal, State or local environmental laws, zoning ordinances, protected habitat regulations, or other development codes or rules, and that Buyer is acquiring the Property in its current "as-is, where-is" condition with all faults.

Except as expressly herein otherwise provided, the representations and warranties of Buyer set forth in this Agreement shall be true, correct and accurate on and as of the Close of Escrow as if those representations and warranties were made on and as of such time and shall survive the Close of Escrow and the recording of the Grant Deed for a period of twelve (12) months following the Close of Escrow.

17. **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

18. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then, in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees and costs.

19. **Notices.** All notices, requests, demands, reports or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail (postage prepaid, return receipt requested), sent by facsimile or email or delivered via overnight courier and shall be deemed received upon the earlier of (a) if personally delivered or via overnight courier, the date of delivery to the address of the person to receive such notice; (b) if mailed, upon the date of receipt as disclosed on the return receipt; or (c) if sent by facsimile or email, when sent. All notices, requests, demands, reports or other communications shall be addressed to the addressee as follows:

To Buyer: Inland Empire Utilities Agency  
6075 Kimball Avenue  
Chino Hills, CA 91708  
Attn: P. Joseph Grindstaff  
Telephone: (909) 993-1730  
Facsimile: (909) 993-1985  
Email: [jgrindstaff@ieua.org](mailto:jgrindstaff@ieua.org)

With a copy to: Inland Empire Utilities Agency  
Attn: Warren T. Green  
Telephone: (909) 993-1709  
Email: [wgreen@ieua.org](mailto:wgreen@ieua.org)

To Seller: SLPR, LLC  
c/o Patrick E. Sovereign  
701 N. 44<sup>th</sup> St  
Phoenix, AZ 85008  
Telephone: (480) 429-3000  
Facsimile: (480) 429-3100  
E-mail: [psovereign@beusgilbert.com](mailto:psovereign@beusgilbert.com)

With a Copy to Beus Gilbert PLLC  
701 N. 44<sup>th</sup> Street  
Phoenix, AZ 85008  
Attn: Leo R. Beus  
Telephone: (480) 429-3001  
Facsimile: (480) 429-3111  
E-mail: [lbeus@beusgilbert.com](mailto:lbeus@beusgilbert.com)

To Escrow Holder: As provided on Page 1 of this Agreement

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

20. **Brokers.** Seller and Buyer each acknowledge that Manuel Mancha of Mancha Real Estate Advisors represents Seller and Buyer in this transaction. Seller hereby agrees to pay a real estate brokerage commission and/or a finder's fee with respect to this transaction to Manuel Mancha pursuant the terms of a separate agreement. Except as disclosed in this Section, Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no other broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or, to its knowledge, is in any way connected with any of such transactions. In the event of any such additional claims for brokers' or finders' fees for the consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. The foregoing indemnities shall survive the Close of Escrow or any termination of this Agreement.

21. **Time of Essence.** Time is of the essence of each and every term, condition, obligation and provision hereof.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

23. **Captions.** Any captions to, or headings of, the sections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

24. **No Obligations to Third Parties.** The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto. There are no intended third party beneficiaries under this Agreement.

25. **Exhibits.** The exhibits attached hereto are hereby incorporated herein by this reference.

26. **Amendment to this Agreement.** The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

27. **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

28. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

29. **Fees and Other Expenses.** Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

30. **Entire Agreement.** This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party, shall be of any effect unless it is in writing and executed by an authorized representative or officer of the party to be bound thereby.

31. **Successors and Assigns.** This Agreement and all of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

32. **Computation of Periods.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and California or national holidays, unless the period of time specifies business days; provided that, if the date or last date to perform any act or give a notice with respect to this Agreement shall fall on a Saturday, Sunday or a California or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or a California or national holiday. All prorations shall be made on an "actual days" basis, based on a 365-day year.

33. **Confidentiality.** Both Seller and Buyer agree to maintain confidentiality regarding the terms and conditions of this Agreement and any negotiations thereof, including any financial information of the other party; provided, however, Buyer may disclose the terms and conditions hereof to its attorneys,



accountants, prospective lenders and finance partners and to entities for which it acts as asset manager, in connection with the purchase of the Property.

34. **1031 Exchange.** Buyer and Seller (for purposes of this Section, the “*Cooperating Party*”) hereby agree that, if requested by the other party (for purposes of this Section, the “*Exchanging Party*”), such Cooperating Party shall cooperate with the Exchanging Party (at no cost or expense to the Cooperating Party) in effectuating a tax deferred exchange of the Property (the “*1031 Exchange*”) by the Exchanging Party (or any individual or entity constituting the Exchanging Party); provided, however, that notwithstanding such an assignment, the Exchanging Party’s liability to the Cooperating Party for a breach of any of the Exchanging Party’s representations, warranties and covenants, and the Exchanging Party’s indemnity obligations to the Cooperating Party shall remain unmodified and in full force and effect as if the Exchanging Party had not assigned its interest to a third-party accommodator, and further provided that such 1031 Exchange shall not delay the Closing Date.

35. **DEFAULT BY BUYER.** FOLLOWING EXPIRATION OF THE FEASIBILITY PERIOD AND BUYER’S WRITTEN OR DEEMED APPROVAL AND ACCEPTANCE OF THE MATTERS SET FORTH HEREIN, IF BUYER COMMITS A DEFAULT UNDER ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT AND FAILS TO PURCHASE THE PROPERTY, THEN, IN ANY SUCH EVENT, ESCROW HOLDER MAY BE INSTRUCTED TO CANCEL THE ESCROW AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES IN THE CASE OF BUYER’S DEFAULT AND FAILURE TO PURCHASE THE PROPERTY, THAT ALL DEPOSITS MADE BY BUYER IS A REASONABLE ESTIMATE OF SELLER’S DAMAGES IN SUCH EVENT (“*LIQUIDATED DAMAGES*”), AND THAT IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE, PROVIDED SELLER IS NOT ALSO THEN IN DEFAULT HEREUNDER, THE ESCROW HOLDER, UPON INSTRUCTIONS TO DO SO, SHALL DISBURSE THE DEPOSIT TO SELLER AND SHALL CANCEL THE ESCROW CREATED PURSUANT HERETO, IN WHICH EVENT SELLER AND BUYER SHALL BE RELIEVED FROM ALL LIABILITY HEREUNDER, OTHER THAN ANY OBLIGATIONS EXPRESSLY PROVIDED IN THIS AGREEMENT TO CONTINUE AFTER TERMINATION HEREOF. EXCEPT AS OTHERWISE PROVIDED HEREIN, RECEIPT OF SUCH LIQUIDATED DAMAGES SHALL BE SELLER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A BREACH BY BUYER AS DESCRIBED ABOVE. ESCROW HOLDER IS HEREBY RELEASED FROM ANY AND ALL LIABILITY WITH REGARD THERETO. NOTWITHSTANDING THE FOREGOING, SELLER SHALL HAVE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY FOR ANY BREACH BY BUYER OF ANY PROVISION OF THIS AGREEMENT THAT SURVIVES THE CLOSE OF ESCROW. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller’s Initials

Buyer’s Initials

36. **DEFAULT BY SELLER.** IF SELLER DEFAULTS IN ITS OBLIGATION TO CONSUMMATE THIS AGREEMENT, BUYER’S SOLE AND EXCLUSIVE REMEDY SHALL BE TO EITHER: (I) TERMINATE THIS AGREEMENT AND HAVE THE DEPOSIT RETURNED; (II) ENFORCE SPECIFIC PERFORMANCE OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHICH SPECIFIC PERFORMANCE REMEDY SHALL BE EXERCISED, IF AT ALL, BY INSTITUTING LITIGATION PROCEEDINGS WITHIN THIRTY (30) DAYS OF THE SCHEDULED CLOSING DATE. IN NO EVENT WILL SELLER BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. SELLER AND BUYER

ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

Buyer's Initials

\_\_\_\_\_

\_\_\_\_\_

37. **Condemnation Prior to the Closing Date.** Seller shall notify Buyer within three (3) business days after Seller receives notice of any pending or threatened condemnation proceeding relating to the Property or any portion thereof arising after the date of the Agreement and prior to the Close of Escrow. If any such proceeding relates to or may result in the loss of any significant portion of the Property or materially and adversely affects access to or the development of the Project, Buyer may, at its option, elect to either: (a) terminate this Agreement, in which event all funds deposited into Escrow by Buyer or released by Escrow Holder to Seller, plus any accrued and unpaid interest thereon, shall be immediately returned to Buyer and thereafter neither party shall have any further rights or obligations hereunder, other than any obligations expressly provided in this Agreement to continue after termination hereof; or (b) continue this Agreement in effect, in which event Buyer shall thereafter be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

**SELLER:**

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its  
Manager

By: \_\_\_\_\_  
Patrick E. Sovereign, Vice President

**BUYER:**

INLAND EMPIRE UTILITIES AGENCY, a  
Municipal Water District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## LIST OF EXHIBITS

### Exhibit A

Exhibit A-1    Legal Description

Exhibit A-2    Graphic Depiction of Property

Exhibit B      Form of Grant Deed

Exhibit C      FIRPTA Certificate

**EXHIBIT "A"**

**Legal Description of the Property**

[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023**

Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.



**EXHIBIT "B"**  
**Form of Grant Deed**



**RECORDING REQUESTED BY:**

**WHEN RECORDED, MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

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

*(Space Above Is For Recorder's Use Only)*

THE UNDERSIGNED GRANTOR DECLARES:

THE DOCUMENTARY TRANSFER TAX IS NOT FOR PUBLIC RECORD PURSUANT TO REVENUE & TAXATION CODE 11932

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, SLPR, LLC, an Arizona limited liability company ("**Grantor**"), hereby grants to \_\_\_\_\_, a \_\_\_\_\_ ("**Grantee**"), all that certain real property situated in the County of Riverside, State of California, described on **Exhibit "1"** attached hereto and incorporated herein by reference, together with any and all improvements, easements, privileges and rights appurtenant thereto, but EXCEPTING THEREFROM all oil, gas and other subsurface mineral rights appurtenant to said real property, which rights Grantor retains.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of \_\_\_\_\_, 201\_\_.

**GRANTOR:**

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its  
Manager

By: \_\_\_\_\_

Patrick E. Sovereign, Vice President



EXHIBIT "1"

LEGAL DESCRIPTION OF THE PROPERTY

[To be provided based on Legal Description found in the Commitment (as defined in the Agreement)]

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 173-020-020, 173-020-021, 173-020-022 and 173-020-023**

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Parcels 1, 2, 3 And 4, Together With Lots A, B, C, D And E As Shown By Parcel Map 12289, in the City of Jurupa Valley, County of Riverside, State of California On File In Book 66, Page 80 Of Parcel Maps, Records Of Riverside County, California.

Exhibit A-2 Graphic Depiction of Property



**DO NOT RECORD**

**SEPARATE STATEMENT OF  
DOCUMENTARY TRANSFER TAX**

County Recorder  
Orange County  
Santa Ana, California

Ladies/Gentlemen:

In accordance with Revenue and Taxation Code Section 11932, it is requested that this statement of documentary transfer tax due not be recorded with the attached Grant Deed, but affixed to the Grant Deed after recordation and before return as directed on the Grant Deed.

The Grant Deed names SLPR, LLC, an Arizona limited liability company, as Grantor, and \_\_\_\_\_, a \_\_\_\_\_, as Grantee. The property being transferred is located in the County of Riverside, State of California.

The amount of documentary transfer tax due on the attached deed is \_\_\_\_\_ (\$\_\_\_\_\_) computed on the full value of the property (less the value of any liens and encumbrances remaining on the property at the time of sale).

I declare under penalty of perjury that the foregoing is true and correct.

**DECLARANT:**

**SLPR, LLC, an Arizona limited liability company**

By: Paxton, Inc., an Arizona corporation, its Manager

By: \_\_\_\_\_  
Patrick E. Sovereign, Vice President

**EXHIBIT "C"**

**Form of Certification re Withholding**

*[See Attached]*

**Certification re Withholding**

1. **Federal Certification of Non-Foreign Status**. Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person.

SLPR, LLC, an Arizona limited liability company, as "Transferor" hereby certifies to \_\_\_\_\_, a \_\_\_\_\_, as "Transferee" that withholding of tax is not required upon the transfer of a U.S. real property interest by Transferor to Transferee.

- a. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- b. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
- c. Transferor's U.S. employer identification/social security number is \_\_\_\_\_; and
- d. Transferor's office/residence address is:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **General Provisions**. Transferor understands that any transferee of its interest in real property is relying on this Certification in determining whether withholding is required upon said transfer.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both.

Transferor hereby agrees to protect, indemnify, defend and hold Transferee harmless from and against any and all obligations, liabilities, claims, losses, actions, causes of action, rights, demands, damages, costs and expenses of every kind, nature or character whatsoever (including, without limitation, actual attorneys' fees and court costs), incurred by Transferee as a result of (a) Transferor's failure to pay U.S. Federal income tax which it is required to pay under applicable U.S. law; or (b) any false or misleading statement contained herein.

Under penalty of perjury the undersigned declares that he has examined this Certification and, to the best of his knowledge and belief, it is true, correct and complete, and the undersigned further declares that he has authority to sign this document on behalf of Transferor.

Date: \_\_\_\_\_, 201\_\_

DECLARANT:

SLPR, LLC, an Arizona limited liability company

By: Paxton, Inc., an Arizona corporation, its Manager

By: \_\_\_\_\_

Patrick E. Sovereign, Vice President

Exhibit "C"

Page 2 of 2



**ACTION  
ITEM  
1C**



**Date:** November 18, 2015

**To:** The Honorable Board of Directors

**Through:** Public, Legislative Affairs, and Water Resources Committee (11/11/15)  
Engineering and Operations Committee (11/11/15)  
Finance, Legal and Administration Committee (11/11/15)

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

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

Sylvie Lee  
Manager of Planning and Environmental Resources

**Subject:** Term Sheet for Recycled Water (RW) Interconnection with Jurupa  
Community Services District (JCSD)

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the Term Sheet between Inland Empire Utilities Agency (IEUA) and JCSD for the development of a RW Interconnection; and
2. Authorize the General Manager to make non-substantive changes and execute the final Term Sheet.

### **BACKGROUND**

In August 2013, IEUA began working on two of its long term planning initiatives; the Integrated Resources Plan (IRP) and Recycled Water Program Strategy (RWPS). Several conceptual projects have been identified in the IRP, including RW interties to supplement RW for the IEUA service area. As the RW system is being planned for growth and demand management, interties with neighboring agencies are being considered to maximize the beneficial use of RW.

One project that is being considered for the RW intertie is the recycled water from Western Riverside County Regional Wastewater Authority (WRCRWA). JCSD and Western Municipal Water District (WMWD) provide their sewage to WRCRWA for treatment, and the WRCRWA produces tertiary treated recycled water. This project would include a new connection between the existing IEUA recycled water system and the proposed WRCRWA RW system.

Over the past eighteen months, IEUA has been working with JCSD on a potential recycled water interconnection opportunity. In August 2014, a Memorandum of Understanding (MOU) was developed to initiate the planning process of creating alternative approaches in determining the long term water supply options for IEUA and the expansion of the recycled water system. Based on the results of the initial feasibility study and hydraulic modeling, 4,000 Acre Feet per Year (AFY) would be made available for the RW Interconnection Project.

Since then, staff has been working on developing a Term Sheet for the RW Interconnection, with a particular focus to submit a State Revolving Fund Loan Application utilizing the Proposition 1 funding opportunity by December 2, 2015. Key terms included in the Term Sheet are provided below:

- JCSD will develop 800 AFY of direct use.
- JCSD will deliver 4,000 AFY ultimately to the IEUA RW system, of which JCSD will receive 50% as recharge water credit in the Chino Basin.
- Capital costs for facilities will be paid based on the project benefit.
- Pending completion of this project, the previous MZ-3 agreement with JCSD (benefit of 950 AFY) will be modified to have a sliding scale benefit through the end of its term based on the total volume that is recharged in MZ-3.
- JCSD will pay for the groundwater recharge (GWR) maintenance charge (as adopted by the IEUA Board) currently at \$60/AF of RW recharged.
- For the first 10-years, the O&M costs associated with additional RW pumping from RP-1 to GWR (approximately \$50/AF) will not be charged to JCSD. Following this time period, JCSD will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. The time period may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
- IEUA and JCSD will be mutually responsible for any WRCRWA administrative or operational charges at the WRCRWA facility, on a pro-rata basis.

The current estimated total project cost for the project is \$52.46 million. IEUA's portion of the project cost is estimated to be \$13 million, and JCSD's share of the project costs is \$39 million. With Proposition 1 funding, the project is also eligible for a maximum principal forgiveness in the amount \$15 million. This project demonstrates the integrated regional approach of RW supply optimization.

This Term Sheet is consistent with the *Agency's Business Goal* of increasing *Water Reliability* by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies.

### **PRIOR BOARD ACTION**

On August 20, 2014, the Board approved the MOU with JCSD and WMWD for the RW Interconnection project.

**IMPACT ON BUDGET**

The Joint IEUA - JCSD Regional Water Recycling Program currently has a total project budget of \$10,000,000 in IEUA's Ten-Year Capital Improvement Plan (TYCIP). IEUA's total project share will be \$13,000,000. The application would request \$52,460,000 in CWSRF funding. Upon approval by SWRCB, the TYCIP and annual appropriations will be revised to align with the new SRF loan, grants, and total project budget.

Of the total project costs of \$52,460,000, JCSD will assist in the cost of this project in the amount of approximately \$39 million.

Attachment: Term Sheet with JCSD

**JOINT IEUA – JCSD REGIONAL WATER RECYCLING PROGRAM PROJECT**

**INTERCONNECTION CONSTRUCTION AND OPERATING TERM SHEET BETWEEN INLAND EMPIRE UTILITIES AGENCY AND JURUPA COMMUNITY SERVICES DISTRICT**

The Inland Empire Utilities Agency (Agency) and Jurupa Community Services District (District) (Collectively referred to as the Parties) agree to an “unbalanced exchange” regarding the conveyance of the District’s proportionate share of the Western Riverside County Regional Wastewater Authority (WRCRWA) treated wastewater effluent to the Agency for direct irrigation use by the Agency, as supply for the Agency’s Groundwater Recharge (GWR) program and corresponding District storage credits in Chino Basin. The recycled water will be conveyed through a series of pumping systems and pipelines (the Project) within the District and Agency service areas.

**Section 1. Recycled Water Supply Projections**

- A. It is understood that the following is the projected District proportionate share of WRCRWA treated wastewater:

Current Entitlement		Expansion Entitlement	
<u>Flow (mgd)</u>	<u>Volume/YR (AFY)</u>	<u>Flow (mgd)</u>	<u>Volume/YR (AFY)</u>
3.25	2600-3600	6.00	4800-6000

- B. It is acknowledged that this project is based on work to date regarding the current WRCRWA Petition for Change of Use (Discharge Permit) regarding releases to the Santa Ana River. This application is filed and well underway regarding required releases to the Santa Ana River. The final status or outcome is not known at present.
- C. District and Agency project available supply, at full development, estimated as follows:

District (Direct use)	800 AF/Year (16.6%)
Agency Deliveries	4000 AF/Year for use as:
1. Direct Use	2000 AF (41.7%); Use by Agency
2. Recharge	2000 AF (41.7%); District to receive recharge credits

- D. Both parties acknowledge that there are seasonal use aspects associated with recycled water deliveries for both direct use and recharge applications. Higher demands exist in the peak summer months while lower demands exist in the winter months. Both parties desire steady state daily flow availability (+/- 15%) because there is no reservoir storage contemplated in this project.
- E. In the event that the District identifies an opportunity to expand direct use in excess of the volume identified in Section 1C, the Agency and the District commit to meet and negotiate

reallocation/expansion terms in good faith consistent with this Term Sheet or the subsequent Agreement. Example: A connection between Ontario’s future recycled water system and the District’s Area B Development.

- F. Both parties acknowledge that Agency may request that Santa Ana River (SAR) discharges may be made in lieu of the Agency introducing reclaimed water into the Agency system as part of seasonal beneficial use. This is acceptable if coordinated with Section 2C, Beneficial Use, and Recharge Plan. District shall receive Recharge Credit as outlined in Section 1C.

**Section 2. Beneficial Use**

- A. District will construct and convey recycled water for direct use by its large users within its retail water system.
- B. Agency will construct and convey recycled water for direct use, primarily within its lower 930 pressure zone.
- C. Agency will utilize existing infrastructure or construct necessary facilities for the introduction of this recycled water for recharge in the Chino Basin.
- D. Agency and District shall cooperatively develop, coincidental with the project design and commitments, a mutually-agreed upon plan through a Project Committee to maximize recharge primarily within the Chino Basin Management Zone 3. It is understood that this recharge plan may be phased in nature due to the concurrent planning and construction of recharge basins within the 2013 Chino Basin Recharge Master Plan Update.
- E. Agency and District acknowledge that , pending completion of item D above, recharge capacity and other constraints may exist between this project and the provisions of the January 28, 2013 Management Zone 3 Recycled Water Groundwater Recharge Agreement (2013 Agreement). In consideration for the additional recharge associated with the Project, the maximum amount of groundwater recharge available through the 2013 Agreement will be amended as follows for the fiscal year immediately subsequent to the startup of the Project.

MZ-3 Recycled Water Recharge* (AF/Yr)	Maximum Eligible for RW Purchase Through 2013 Agreement (AF/Yr)
<4000	950
5000	850
6000	750
7000	650
8000	550
9000	450
10000	350

\*from prior year

**Section 3. Environmental, Pre- Design and Design**

- A. Parties acknowledge and agree to the current project description as contained in the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant application. This is detailed as Alternative 4 table and map (Attachment A).
- B. Parties have mutually-funded and initiated the Preliminary Design Report under separate agreement. District has engaged the consultant in this work.
- C. District has completed required California Environmental Quality Act (CEQA Plus) documentation with Board of Directors acceptance on September 26, 2015. Agency and District shall coordinate funding at 50% each following the execution of this Term Sheet.
- D. District shall coordinate appropriate land at its existing American Heroes Park in support of this project during the design phase at no cost to the Parties. The design and construction of the pump station at the Park shall be completed with appropriate water conservation measures.
- E. The Agency shall lead the design effort for the Project. The selection of consultants shall be through a competitive solicitation process and led by the Agency with participation/input by the District.
- F. Parties agree to mutually fund project design in a pro-rata allocation as describe in Section 4 Construction and Ownership.
- G. Project management costs directly associated with the Project (project management, construction management, grants management, etc.) shall be included as actual project costs and as such, shall be subject to pro-rata funding as outlined in Section 4D.
- H. Design of Agency facilities shall be in conformance with Agency standards.
- I. Design of District facilities shall be in conformance with District standards.
- J. The Agency shall engage participation from the District throughout the design processes through the Project Committee.

**Section 4. Construction and Ownership**

- A. Parties acknowledge and agree that commitment to design and construction are subject to the successful obtainment of the Joint IEUA-JCSD Regional Water Recycling Program Project State Revolving Fund Loan/grant.
- B. It is contemplated, subject to further discussion, that the Project design will be conducted under one project award and subject to the same cost allocation as describe in Section 4D.
- C. Both parties agree that the final construction approach shall be performed with a mutual goal of efficient design and process in order to meet the commitments made through the Joint funding application. Determination of the number of bid packages and construction management leadership will be determined by the Agency and District concurrent with the design process, but prior to the finalization of the design.
- D. Capital Costs and ownership (Based on pro-rata volume methodology in Section 1C):

Facilities	District Share	Agency Share
WRCRWA Pump Station	58.3%	41.7%
Transmission Pipeline (WRCRWA-AHP)	58.3%	41.7%
Agency Booster Pump and Pipeline (AHP-930 PZ)	50.0%	50.0%
District Booster Pump and Pipeline (AHP-JCSD)	100.0%	0.0%

- E. District shall operate and maintain the WRCRWA Pump Station, Transmission Pipeline (WRCRWA-American Heroes Park) and the District Pump Station and Pipeline to the retail area
- F. Agency shall operate and maintain the Agency Pump and Pipeline from American Heroes Park to the 930 pressure zone connection point.
- G. Agency and District coordination throughout the construction of the Project will be effectively communicated through the Project Committee.

**Section 5. Operations and Maintenance Expenditures**

- A. Parties acknowledge and agree that the allocation and payment of annual operations and maintenance expenses shall on a pro-rata basis, consistent with that defined in Section 1C applied to actual expenditures.
- B. District recognizes and agrees that there is a groundwater recharge maintenance charge (as adopted by the IEUA Board) currently at \$60/AF of recycled water recharged, that will be applied to the Project recharge.
- C. Agency agrees that for the first 10-years, the O&M costs associated with additional recycled water pumping from RP-1 to GWR (approximately \$50/AF) shall not be charged to the District. Following this time period, the District will fund the pro-rata portion of recycled water pumped from RP-1 to the 1158 pressure zone. This time period (10-years) may be modified as part of the formal Agreement based on the expected pumping costs determined in the predesign report.
- D. District shall coordinate electrical service for WRCRWA Pump Station and District distribution pumps at American Heroes Park.
- E. Agency shall coordinate electrical service for the Agency Pump Station at American Heroe’s Park.
- F. Parties shall be mutually responsible (pro-rata Section 1C) for any WRCRWA administrative or operational charges at the WRCRWA facility.
- G. Parties shall stay current on all operational billings and shall coordinate program reconciliations between the partnering agencies on a quarterly basis. Monthly reports shall include project expenditures, recycled water deliveries, and recharge credits.
- H. Annual budgets and billings shall be reviewed by the Project Committee.



**Section 6. Service Disruptions**

- A. District and Agency acknowledge that the provision of recycled water to this program is interruptible in nature. The supply is contingent on many factors including WRCRWA facility operations, and electrical service provision, which are provided by others.
- B. It is acknowledged that the current project does not include back-up power generation at any facilities.
- C. In the event of planned or unplanned supply disruptions, District shall make every reasonable effort to resume recycled water delivery as soon as possible and shall keep Agency informed as to the status of service.

**Section 7. Water Quality and Water Metering**

- A. District and Agency acknowledge that the water quality of the District wastewater shall comply with WRCRWA's Regional Water Quality Control Board Water reclamation requirements and Title 22 permits. Measurement shall be at the point of compliance at the WRCRWA facility.
- B. Water quality reports from WRCRWA shall be made available on an appropriate schedule.
- C. Agency is responsible to ensure that their direct use wholesale customers comply with all necessary regulatory and permit requirements for the application of the recycled water.
- D. Water deliveries shall be measured at the WRCRWA metering points within the facility and at American Heroe's Park.
- E. Water quality and quantities shall be subject to review and validation by the Project Committee.

**Section 8. Financing**

- A. District hereby agrees to allow Agency to apply on District's behalf to the California State Revolving Fund Loan/grant program.
- B. Agency has negotiated an agreement with the Chino Basin Regional Financing Authority (CBRFA) that allows Agency to become the lead agency to apply for the above grant and CBRFA to administer the grant, if received.
- C. District shall dedicate annually appropriate net revenues funds for the repayment of the State Revolving Fund (SRF) Loan/Grant, if received.
- D. The District and the Agency may elect to pursue additional or alternate funding sources as otherwise agreed upon.

**Section 9. Term and Termination**

- A. It is contemplated that the SRF grant or Loan will have a repayment period of 30 years.
- B. This construction and operating agreement shall be for a period of 45 years, with automatic 10-year renewals unless either Party objects in writing.

- C. Each party shall have the right to terminate the agreement with a 3-year notice unless a shorter notice is mutually agreed upon in writing.
- D. The terminating party is responsible for repayment of the affected party's proportionate share of the project commitments that is outstanding at the time of termination.

**Section 10. Project Committee**

Consistent with the roles as defined within this Term Sheet, a Project Committee shall be established to ensure effective coordination between the Agency and District throughout the planning, design, construction and operation of the Project. The Project Committee shall be comprised of at least one leadership representative from each party. The Committee shall meet no less than twice per year to review Project design, construction, budgets, costs and operational coordination.

**Section 11. Preparation of an Agreement**

Both Parties agree to give best faith efforts to execute a formal Construction and Operations Agreement based on the terms identified herein within 180 calendar days, but no later than the award of a consultant design contract.

**Section 12. Contingent on Grant Funding and Change of Use Petition**

The obligations set forth in the formal Agreement shall not become effective, as to either party, unless and until the CBRFA executes a Grant Funding Agreement with the State of California which commits the delivery of grant funds to be applied to the Project as provided herein. In addition, project commitments shall be based on the successful issuance of a Change in Use permit regarding residual releases to the Santa Ana River.

**Section 13. Approval of Terms**

INLAND EMPIRE UTILITIES AGENCY

\_\_\_\_\_

General Manager

Dated: \_\_\_\_\_

JURUPA COMMUNITY SERVICES DISTRICT

\_\_\_\_\_

General Manager

Dated: \_\_\_\_\_

**EXHIBIT A**

**Alternative 4- INSERT GRAPHIC, PROJECT DESCRIPTION and COST ESTIMATE**

**EASTVALE RECYCLED WATER SYSTEM  
IEUA ALTERNATIVE 4 - OPTION 1  
(NO IEUA RESERVOIR PROJECT - LOCAL & 800 PZ CONNECTION)**

<u>Phase</u>	<u>Facility</u>		<u>Estimated Construction Cost</u>	<u>Estimated Project Cost</u> <sup>1</sup>	
I	Booster Station: from WRORWA Plant to 500 PZ POC on Pine Ave. (Approx. 750 HP) <sup>2</sup>		\$6,130,000	\$8,580,000	
	24" Dia. Transmission Pipeline from WRORWA BS to 500 PZ POC on Pine Ave. (Approx. 16,500 LF)		\$5,940,000	\$9,320,000	
	Sub-Total Phase I		\$12,070,000	\$16,900,000	
II	24" Dia. Transmission Pipeline from Hollman Ave./Pine Ave. Intersection to SW Corner American Heroes Park (Approx. 2200 LF)		\$760,000	\$1,110,000	
	18" Dia. In-Street Distribution Pipeline System (Approx. 13,000 LF)	\$10,170,000	\$14,750,000		
	12" Dia. Dead End Pipelines Off Distribution System (Approx. 5000 LF)	\$5,190,000	\$4,470,000		
	Individual On-Site Irrigation Systems (Approx. 15 EA)	\$450,000	\$670,000		
	Sub-Total Phase II	\$15,810,000	\$20,460,000	\$20,460,000	
III	Booster Station from SW Corner American Heroes Park to 930 PZ POC (Approx. 750 HP) <sup>2</sup>	\$6,170,000	\$8,610,000	\$6,200%	41.8%
	24" Dia. Transmission Pipeline from SW Corner American Heroes Park to 930 PZ POC (Approx. 22,500 LF)	\$4,650,000	\$6,480,000		
	Sub-Total Phase III	\$10,820,000	\$15,090,000	\$8,780,000	\$6,711,800
<b>TOTALS</b>		\$37,460,000	\$52,460,000	\$38,981,000 74.51%	\$13,778,000 25.50%

<sup>1</sup> Project costs 1.4 times construction cost. Project cost includes: construction costs; construction contingencies; design engineering including plans and specifications; design and construction surveying and mapping; geotechnical evaluation and report; engineering contract administration, field inspection and environmental documentation. Costs are based on Engineering News-Record (ENR) Construction Cost Index Los Angeles, (ENR = 10,951 - June, 2015). Escalation, financing, interest during construction, legal, and R-O-W costs are not included.

<sup>2</sup> Assumes QMAX = 500 gpm and 80 psi connection pressure at 500 PZ POC. Also assumes \$150,000 of upgrades required for proposed booster station that will be reimbursed with WRORWA plant expansion.


<sup>3</sup> Assumes 30 gpm = 100 psi and 80 psi connection pressure at 930 PZ POC. Also assumes \$150,000 of upgrades required for proposed booster station that will be reimbursed with WRORWA plant expansion.


**ACTION  
ITEM  
1D**


Date: November 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee  
(11/11/15)

From: P. Joseph Grindstaff   
General Manager

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

Shaun Stone   
Manager of Engineering

Subject: Commissioning Contract Award - Water Quality Laboratory (Lab)

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### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the commissioning contract award to Heery International, Inc. (Heery) for the Lab, Project No. EN15008, for the not-to-exceed amount of \$59,884; and
2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

On May 20, 2015, the Board awarded the consulting engineering contract to The Austin Company (Austin) to provide the necessary design and construction administrative services for the Lab and the expansion of the existing Central Chiller Plant (CP). The project design was kicked off on June 1, 2015, and Austin is currently preparing the 85 percent design package. The CP provides the chilled water and heating water needed for the Headquarters and Lab building air conditioning and heating system throughout the year.

The Lab building includes numerous mechanical and electrical systems that must operate efficiently and reliably in accordance with the design documents, while meeting all applicable codes and standards. The Lab building includes systems such as heating ventilation and air conditioning (HVAC), fume hoods, snorkels, deionized water, gas storage and delivery, process

compressed air, plumbing, vacuum refrigeration, etc. All of these systems must be commissioned to ensure performance, and safety and code compliance. Additionally, the Lab building is designed in accordance with the Leadership in Energy and Environmental Design (L.E.E.D) Silver Rating standards, which require specific commissioning in order to meet the required L.E.E.D standards.

As part of the overall project, Austin directly retained Heery to commission the CP in addition to L.E.E.D commissioning for the Lab building. For consistency in the overall project commissioning process, Austin recommended that the Agency hire Heery to provide the Lab whole building commissioning. Austin recommended Heery due to their extensive experience in buildings commissioning. Their experience includes government buildings, hospitals, laboratories, data centers, universities, airports, etc. in addition to their familiarity with the CP system and Lab L.E.E.D commissioning process and requirements.

As a result, the Agency requested Heery to submit a proposal for the Lab whole building commissioning. Heery's proposal was carefully reviewed by the Agency staff and found to be thorough and comprehensive.

Major areas included in Heery's proposal:

- Lead commissioning process and assist in planning, scheduling, and coordination
- Prepare commissioning specification sections for inclusion in bid documents
- Prepare commissioning plan, system readiness checklist, functional performance tests, and integrated system tests
- Review and approve construction checklists for installation verification, checkout and pre-functional testing, which is normally done by the contractor
- Review of construction submittals as they relate to systems commissioning
- Develop commissioning equipment matrix, and actively track and update progression of commissioning status
- Conduct construction field observation and perform verification of construction checklists
- Validate startup of all significant equipment to ensure compliance with design documents and manufacturer recommendations.
- Review and verify Test and Balance of all HVAC systems
- Review, verify certification, and performance of all installed Lab equipment and systems

Heery estimated 389 hours of professional commissioning services for a fixed fee, inclusive of expenses of \$54,440, which was determined by the Agency staff as fair and equitable. For a project of this nature and to cover additional services associated with unforeseen schedule events, the Agency requested Heery to add 10 percent owner-controlled contingency of \$5,444 to the proposal price, which will bring the total proposal cost to \$59,884.



Agency staff believes that with the Board's approval of Heery's proposal and subsequent commissioning contract, this is the most efficient and cost effective approach that provides best value to the Agency.

The total projected costs are as follows:

PROJECT PHASE	PROJECTED COSTS
Original Project Expenditure (Consultant and IEUA Labor – 50% Design)	\$650,000
Consultant Engineering Services (Austin)	\$1,345,400
<b>Commissioning Services</b>	<b>\$59,884</b>
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
Construction Services (IEUA Labor and Augmentation)	\$1,800,000
Estimated Construction Cost	\$14,026,100
Contingency (~10%)	\$2,068,616
Total	\$20,900,000
<b>Current Project Budget</b>	<b>\$20,900,000</b>

The Lab 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 October 14, 2015, the Board awarded the consulting engineering services contract Amendment No. 1 to the Austin Company.

On May 20, 2015, the Board awarded the consulting engineering services contract to The Austin Company.

### **IMPACT ON BUDGET**

If approved, Heery's whole building commissioning contract for Water Quality Laboratory Project No. EN15008, for the not-to-exceed amount of \$59,884 in the Regional Wastewater O&M (RO) fund is within the Fiscal Year 2015/16 budget of \$1,700,000 and the total project budget of \$20,900,000.

PJG:CB:SS:jz

# Water Quality Laboratory Commissioning Contract Award

Project No. EN15008

November 2015

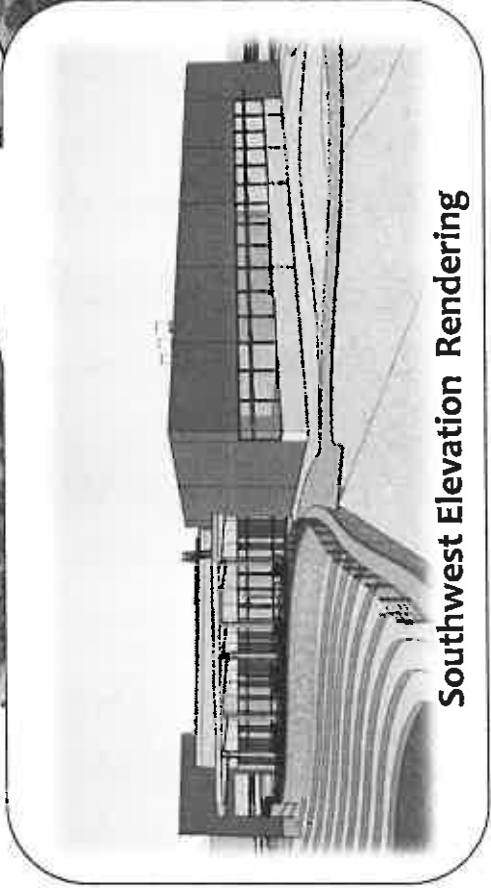
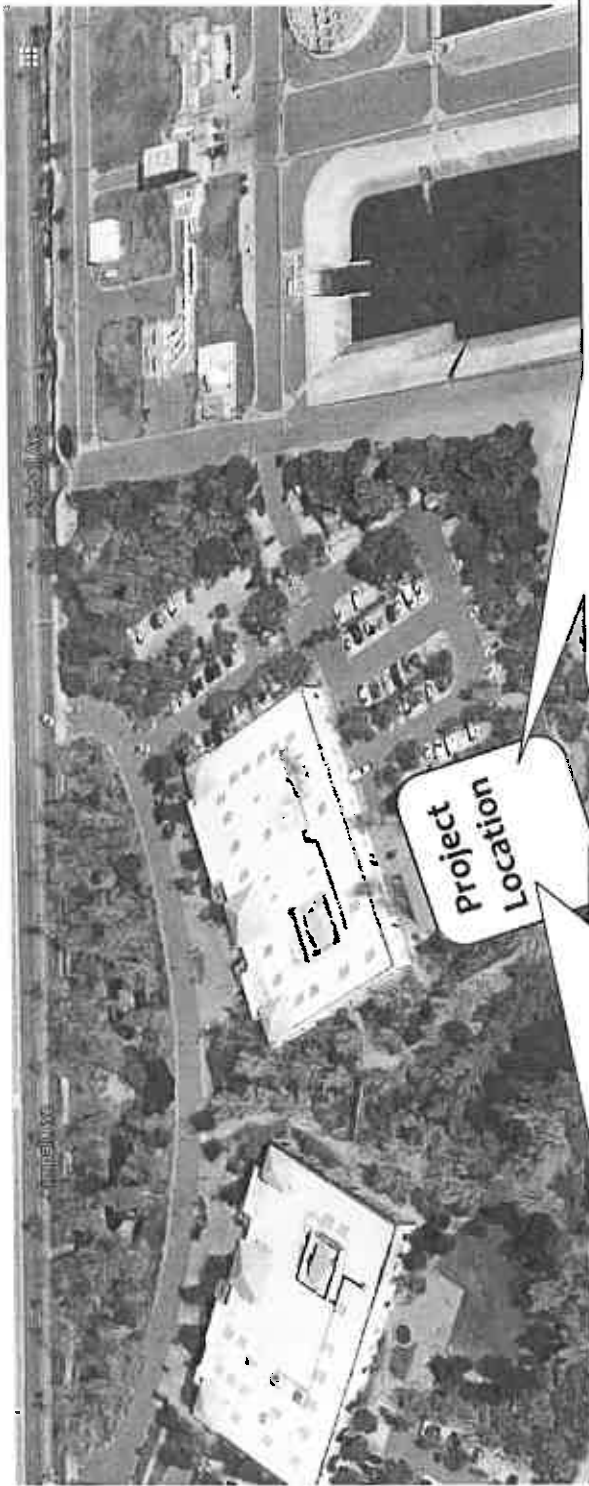


*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

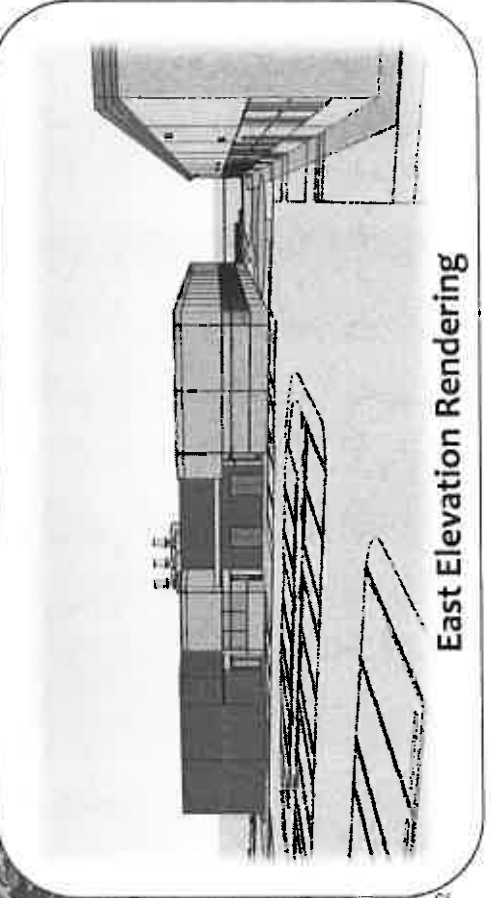
Shaun Stone, P.E.  
Manager of Engineering

Jamal Zughbi, P.E.  
Project Manager

# Headquarters Aerial View (Lab Location)



Southwest Elevation Rendering



East Elevation Rendering

# Project Request/Background

- Award commissioning contract to Heery International, Inc
- Commissioning is necessary to ensure performance, safety and code compliance
- Lab Building includes numerous mechanical and electrical systems which require specialized commissioning:
  - Heating, ventilation and air conditioning balancing (HVAC)
  - Process air, vacuum and gas systems
  - Emergency power control systems
  - Refrigeration, fume hoods, plumbing systems



Existing Lab

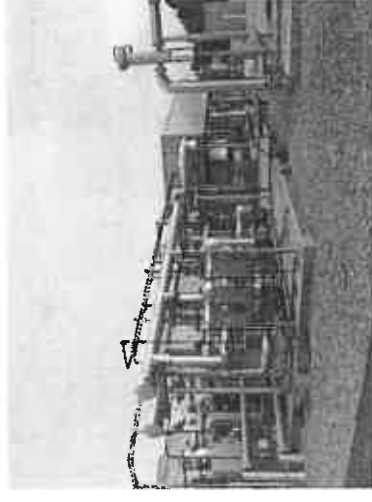


# Scope

- Heery submitted lab commissioning proposal on October 1, 2015; scope includes:
  - Preparation and execution of:
    - Commissioning plan and documentation
    - Conduct field observation and installation verification
    - Validate startup of equipment for compliance
    - Review/verify Test & Balance of all HVAC systems
- Heery's Proposal:
  - Proposed Commissioning fee: \$59,884
- Heery's proposal was reviewed by IEUA staff and is found to be thorough and comprehensive.



OCWD Laboratory



Central Chiller Plant

# Project Cost Summary

Project Phase	Projected Cost
Original Project Expenditure (Consultant and IEUA Labor – 50% Design)	\$650,000
Consultant Engineering Services (Original Contract)	\$1,345,400
Commissioning Services	\$59,884
Design (IEUA Labor)	\$750,000
Technical Experts Panel/Support	\$200,000
Construction Services (IEUA Labor and Augmentation)	\$1,800,000
Estimated Construction Cost	\$14,026,100
Contingency (~10%)	\$2,068,616
<b>Total</b>	<b>\$20,900,000</b>
<b>Total Project Budget (FY2015/16)</b>	<b>\$20,900,000</b>

# Project Schedule

<b>Project Phase</b>	<b>Date</b>
Consulting Engineering Services Contract Award	May 20, 2015
Design Kickoff	June 1, 2015
Design Completion	January 2016
Advertise Bid	February 2016
Construction Contract Award	May 2016
Project Completion	May 2019

# Agency Recommendation

Staff recommends that the Board of Directors approve the whole building commissioning contract to Heery International, Inc. for the Water Quality Laboratory, Project No. EN15008, for the not-to-exceed amount of \$59,884 and authorize the General Manager to execute the contract.

*The 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*





*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**CONTRACT NUMBER: 4600001994**

**FOR**

**WATER QUALITY LABORATORY**

**WHOLE BUILDING COMMISSIONING**

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 Heery International, Incorporated with offices located in Atlanta, Georgia, Portland, Oregon, and Los Angeles, California (hereinafter referred to as "Consultant"), to provide whole building commissioning for the 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](mailto: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 Project Manager: Richard Young, CCP, LEEP AP  
Address: Two Centerpointe Drive, Suite 250  
Lake Oswego, OR 97035  
Telephone: (503) 431-6180 Office  
(407) 473-3721 Mobile  
Email: [ryoung@heery.com](mailto:ryoung@heery.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 4600001994;
2. Contract number 4600001994 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 proposal dated October 01, 2015, incorporated herein and made a part hereof by this reference as **Exhibit A**.
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](mailto: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 \$59,884.00** for all services provided in accordance with Consultant's Proposal, 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. All aspects of California SB854 apply to work deemed as public works.

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: Mr. Richard Young, CCP, LEEP AP  
West Region Commissioning Director  
c/o Heery International, Inc.  
Two Centerpointe Drive, Suite 250  
Lake Oswego, OR 97035

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:

HEERY INTERNATIONAL, INC:

\_\_\_\_\_  
P. Joseph Grindstaff  
General Manager

(Date)



\_\_\_\_\_  
Dennis Lawler  
Senior Vice President

10.23.15

(Date)

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# **Exhibit A**



Architectural  
Engineering  
Interior Design  
Program Development  
Construction Management  
Commissioning

October 01, 2015

Jamal Zughbi, PE  
Senior Engineer / Project Manager  
IEUA  
6075 Kimball Avenue  
Chino, CA 91708

[izughbi@ieua.org](mailto:izughbi@ieua.org)

**IEUA EN15008-New Lab- Whole Building Commissioning Proposal**

Dear Mr. Zughbi:

Heery International, Inc. is pleased to present our revised proposal to provide commissioning services for the above referenced project incorporating comments from our recent meeting with the Agency.

**Scope**

Commissioning services will be provided in accordance and as detailed on the attached scope and task by task work plan.

Generally the services include Commissioning of HVAC, Electrical and Laboratory systems associated with the new laboratory building.

**Fee Proposal**

To provide an estimated 389 hours of professional commissioning services, we propose a fixed fee, inclusive of expenses of \$54,440 (Fifty Four Thousand, Four Hundred Forty Dollars). Services would be billed monthly. This offer is open for acceptance for 60 days.

This fee acknowledges that design phase commissioning activities relating to the HVAC systems are previously contracted directly by the Austin Group under separate agreement. The attached work plan identifies these tasks.

For a project of this nature to cover additional services associated with unforeseen schedule events we would recommend including an Owner controlled contingency of 10% (\$5444.00). Prior to undertaking any additional work against the contingency sum written authorization would be required from IEUA. Additional work would be billed at the rates indicated on the attached work plan.

**Heery International, Inc.**

10000 21st Street, Suite 1000, Irvine, CA 92614  
Tel: 949.261.2200 Fax: 949.261.4600  
Electronic: 949.471.1122 Fax: 949.261.1100



**Schedule:**

Services will be provided from Notice to Proceed anticipated to be provided Q4 2015, through substantial completion March 2019.

**General Assumptions**

1. All work shall be performed by the Consultant from Heery International, Inc. offices in Los Angeles, CA and Portland, OR, and at, or local to, the Project site in Chino, CA.
2. Accurate construction documents, drawings, specifications and contractor submittals are to be provided to the Consultant by the Client at no charge to the Consultant.
3. Excessive test failures, re-tests and additional troubleshooting services requiring unplanned site visits additional to those indicated will be negotiated as additional service.
4. Access to all areas of the project is to be provided to the Consultant by the CM/GC.

We trust we have satisfied your immediate requirements; we will be happy to revise the proposed scope, if following your review, you require modifications. Please feel free to contact me at any time 407.473.3721 or [ryoung@heery.com](mailto:ryoung@heery.com) with any questions or clarifications.

Regards,

Heery International, Inc

A handwritten signature in black ink, appearing to read "Richard Young", written in a cursive style.

Richard Young, CCP, LEEP AP  
West Region Commissioning Director

cc. Bob Demmond, The Austin Group

## **IEUA EN15008-New Lab Whole Building Commissioning Scope of Work**

The Commissioning Agent (the "CxA") will be involved throughout the Project from design phase through completion of construction. The primary role of the CxA during the design phase is to develop detailed commissioning specifications and review the design to ensure that the design meets the Owner's objectives. During construction, the CxA will develop and coordinate the execution of a commissioning plan, which includes observing and documenting all building systems performance parameters to ensure that the building systems are functioning in accordance with the Owner's requirement for the Project and the contract documents. The CxA is not responsible for design or general construction scheduling, cost estimating, or construction management, but may assist with problem-solving or resolving non-conformance issues or deficiencies.

The Scope of Work for this procurement will be in general compliance with ASHRAE Guide 0-2013 and ASHRAE Guide 1-2007.

Reporting directly to the Owners representative the CxA's primary tasks will include the following:

1. Oversees and leads the commissioning process and assists in the planning, scheduling, coordination and documentation efforts.
2. Prepares commissioning specification sections for inclusion in the contract documents.
3. Prepares and updates the Cx Plan, System Readiness Checklists (SRCs), Functional Performance Tests (FPTs) and Integrated System Test (shakedown). Construction checklists for installation verification, checkout, and pre-functional will be completed by the contractors and reviewed and approved by the CxA prior to start up.
4. Conducts commissioning focused reviews of the OPR, BOD, and design documents, design review will be provided at Two defined phases 50% CD review. CxA will review the final bid set of construction documents to back check previous review stage commissioning comments have been incorporated when approved. Particular attention will be made to specified requirements relating to owners operator and occupant training and that the provision of operational maintenance documentation satisfies requirements defined in the OPR. CxA will meet with the Owner and design team to discuss review findings following each review stage.
5. Coordinates design phase End User review, buy in and approval of Controls logic and sequence of operations.
6. Conducts Construction Phase Commissioning Kick off Meeting.
7. Reviews construction submittals relative to systems being commissioned, review shall be concurrent with design team review.
8. Maintains, tracks and updates status of identified issues on a master Commissioning Issues List.
9. Leads the commissioning team meetings and prepares agendas and meeting minutes.

10. Reviews GC/CM master schedule to identify that all commissioning activities are incorporated and all task durations are adequate. Tracks schedule for progress of commissioning activities.
11. Develops commissioning equipment matrix. Actively tracks, maintains and updates progression of commissioning status of all systems and equipment to be commissioned.
12. Conducts construction field observations and performs verification of SRCs and Construction Checklists completed by the contractors.
13. Validate startup of all significant equipment is performed to satisfy the contract documents, vendor and manufacturer requirements, collect and collate all contractor / vendor provided start up documentation for inclusion in the project commissioning report.
14. Review and verify Test and Balance of HVAC and process systems.
15. Review and verify certification of lab process systems.
16. Review and verify performance of installed Lab Tools and equipment.
17. With contractor, installer and vendor support execute and document Functional Performance Testing.
18. With contractor, installer, vendor and owner support execute and perform Shakedown / Integrated Systems Testing of all systems through all modes of operation including; normal, alternative, maintenance bypass, emergency and failure.
19. Verify occupant and operator training and delivery of contractor provided O&M documentation is effective and satisfies the requirements of the OPR.
20. Completes the project Cx Report for delivery to the owner.

The CxA will commission the following systems, including all components and controls, as part of the Scope of Work in accordance with the process described below:

1. Central building automation systems, including linkages to remote monitoring and control sites (this includes any security and life safety-related control systems or interlocks)
2. All equipment of the heating, ventilating and air conditioning (HVAC) systems
3. Refrigeration systems
4. Life safety systems (fire alarm, fire protection, hazardous product monitoring and alarm)
5. Service water systems
6. Domestic hot water systems
7. Emergency power and uninterruptible power supply (UPS) systems and any emergency generators
8. Lighting and daylight control systems
9. Renewable energy systems
10. Process water systems including; DI Water Systems
11. Oil free air, plant air, instrument air
12. Lab Vacuum
13. Lab gas storage, delivery and reclamation





14. Process Cooling
15. Process Heat / Energy reclaim systems
16. Lab Waste systems,
17. Process Ventilation Systems Fume hoods and snorkels
18. Process control systems including PLC control SCADA and HMI interface systems
19. Environmental monitoring systems and alarm

CxA will validate specified certification of all Lab utility systems, including gas purity, water quality / conductivity and space particulate certification. CxA will collect, collate and include all system certification documentation in the project commissioning record and the systems manuals. System Certification and testing as specified will be performed by third party specialist testing firms engaged directly by others.



PROJECT:

Inland Empire Utilities Agency New Main Laboratory Whole Building Commissioning

Start Date		PROJECT DESCRIPTION	LABOR CATEGORY					REIMBURSABLE EXPENSES			TASK COST TOTALS
7/1/2016			Cx Dir	LEAD CxA PM	CxA Lab Specialist	CxA Support	Project Coord	Cost Per Trip	Per Diem	Misc Expenses	Labor + Expenses
End Date		Whole Building Commissioning (3) AHU, (4) GEF, (3-1) Lab EF, (1) Energy Recovery System, (4) FCU, (4) AC, (6) VAV, (16) Supply Air Valves, (16) Fume Hood & Valves, (32) GE Valves, (9) Rooms with pressurization, (1) Compressor, (2) Vacuum Pumps, (2) DI Water Skids, Gases, Fire Sprinkler System, ATS and UPS	RY	MC	ML	JG	SM	\$600	\$230	\$0	
3/1/2019			Total SF								
17,100											
ADDITIONAL WORK - LABOR BILLING RATE			\$185.00	\$140.00	\$125.00	\$115.00	\$75.00	TRAVEL			TASK COST
			Trips	Nights	Cost						
<b>A</b>	1 Month	<b>PLAN &amp; DESIGN REVIEW PHASE</b>	2	1	11	16	1	0	0	\$0	\$3,800
Total Hrs 160 % time allocation for this phase			1%	1%	7%	10%	1%				
1		Project Setup & manage the development of Owners commissioning objectives and scope	2		1		1			\$0.0	\$570
2		Develop and issue the Owners Project Requirements Document		1		16				\$0.0	\$1,980
3		Conduct Cx awareness session to obtain Design Concept with sustainability, maintainability, design intent doc, operability, commissionability, constructability. For all project team members. Included in current Lab scope								\$0.0	\$0
5		Prepare draft commissioning plan and list of Cx deliverables included in current Lab scope								\$0.0	\$0
6		Follow-up with Owner to complete defining objectives, intent and scope; issue commissioning objectives & draft Cx plan included in current Lab scope								\$0.0	\$0
8		Prepare draft commissioning Specifications included in current Lab scope								\$0.0	\$0
11		Design review of 50% CD Dwgs & Spec and issue report			4					\$0.0	\$500
12		Final review of CD back check of Dwgs & Spec and issue report			2					\$0.0	\$250
13		Prepare outline CxA documents & installation PFAT checklists			4					\$0.0	\$500
14		Prepare Training requirements included in current Lab scope								\$0.0	\$0
16		Finalize Cx Spec & Cx Plan for inclusion into Bid Set included in current Lab scope								\$0.0	\$0
<b>B</b>	38 Months	<b>CONSTRUCTION PHASE</b>	4	80	57	36	5	3	2	\$1,980	\$25,540
Total Hrs 5780 % time allocation for this phase			0%	1%	1%	1%	0%				
2		Update construction phase commissioning plan with Contractors details and submit		1						\$0.0	\$140
3		Review, comment on and monitor MEP Commissioned equipment submittals		4	8	12				\$0.0	\$2,940
5		Undertake site visit inspections and issue SV reports (6 of visits)	1	20	20			2	1	\$1,290.0	\$6,715
6		Witness/Collate MEP static testing and safety trips (below 480V only)		4						\$0.0	\$560
7		Attend specific construction meetings, for Cx Coordination (2 of meetings)		6						\$0.0	\$840
9		Review and comment on TAB and DDC test methods and procedures		1						\$0.0	\$140
10		Finalize and submit draft functional acceptance test (FAT) procedures	1	2	16	20	2			\$0.0	\$4,815
11		Witness Vendor equipment pre start up checks and report		16	12			1	1	\$730.0	\$4,470
12		Collate system startup test results & reports, review for compliance with manufacturer and contract requirements				4				\$0.0	\$480
13		Review & comment on contractors training plans and confirm proposed schedule durations and O&M personnel attendance		2	1					\$0.0	\$405
14		Chair commissioning meetings (6 phone meetings)		12						\$0.0	\$1,890
15		Issue Monthly Cx Status Reports to the project team	2	6			3			\$0.0	\$1,435
16		Maintain log of commissioning observation issues log and track AR resolutions		6						\$0.0	\$840
<b>C</b>	1 Month	<b>FUNCTIONAL TESTING &amp; ACCEPTANCE PHASE</b>	5	86	56	26	3	2	4	\$1,920	\$25,100
Total Hrs 160 % time allocation for this phase			3%	54%	35%	16%	2%				
1		Review and comment on PFAT documentation, TAB reports, DDC pt by pt reports and initial controls logic program meets Seq of Ops		2	2	4				\$0.0	\$980
2		Chair weekly commissioning meetings & minutes (2 of meetings)		4			1			\$0.0	\$835
3		Direct / Verify / witness HVAC FATs	2	56						\$0.0	\$8,210
4		Direct / Verify / witness Electrical FATs		8						\$0.0	\$1,120
5		Direct / Verify / witness Lab System FATs	2		40			2	4	\$1,920.0	\$7,290
7		Maintain log of commissioning issues and resolutions		8	4					\$0.0	\$1,620
8		Complete Cx data O&M review		4	8					\$0.0	\$1,420
9		Collate and review documentation for Final Cx Report		2	2	2				\$0.0	\$760
12		Provide MEP, TAB & DDC Trouble shooting assistance		4						\$0.0	\$560
12		Prepare and issue Commissioning Final Report	1	2	4	12	2			\$0.0	\$2,495
Grand Totals			11	167	124	78	9	5	6	\$ 3,880	\$54,440.00
% time by position across the Cx duration			2.3%	42.9%	31.9%	20.1%	2.3%		7%	Expenses	
Tot Hrs	Tot %	Total Commissioning Hours		Labor Fee = \$50,560		Expenses \$ 3,880.00		\$54,440			(labor fee + expense)
Tot Mo	Hrs / Mo	Average hours per month		Prepared By	RY	\$ 59,884.00		PROPOSED Cx CONTRACT VALUE inc. contingency (10%)			
39	6.97	Full Time Equivalent, From Cx Start to Closeout		Reviewed By	CM						
	5.8%			Approved By	DL						Rev 1 100115

# **Exhibit B**



# **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, subds. (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](http://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](http://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 California State Revolving Fund (CASRF) Programs**  
**(Clean Water and Drinking Water SRF)**  
**Disadvantaged Business Enterprise (DBE) Requirements**  
(Revised April 24, 2015)

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

**How to Achieve the Purpose of the Program**

Recipients of CASRF financing that are subject to the DBE requirements (recipients) are required to seek, and are encouraged to use, DBEs for their procurement needs. 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 CASRF 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/or 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
EPA 6100-2	DBE Sub-Contractor Participation Form	As Needed to Report Issues	Recipient	Sub-Contractor	EPA DBE Coordinator
EPA 6100-3	DBE Sub-Contractor Performance Form	Include with Bid or Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by Recipient
EPA 6100-4	DBE Sub-Contractor Utilization Form	Include with Bid or Proposal Package	Recipient	Prime Contractor	SWRCB by Recipient

**The completed forms must 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 annually by 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 – CASRF Barbara August (916) 341-6952 [barbara.august@waterboards.ca.gov](mailto:barbara.august@waterboards.ca.gov)  
 US-EPA Region 9 – Joe Ochab (415) 972-3761 [ochab.joe@epa.gov](mailto:ochab.joe@epa.gov).



**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



United States

OMB Control No: 2090-0030

Environmental Protection Agency

Approved: 8/13/2013  
Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030  
 Approved: 8/13/2013  
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE1 subcontractor's2 description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified By: <u>  </u> DOT <u>  </u> SBA	Meets/ exceeds EPA certification standards?
<u>  </u> Other: _____	<input type="checkbox"/> YES <input type="checkbox"/> No <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





United States  
Environmental Protection  
Agency

OMB Control No: 2090-0030  
Approved: 8/13/2013  
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



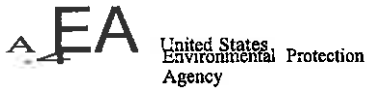
OMB Control No: 2090-0030  
Approved: 8/ 13/ 2013  
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DBE Subcontractor Utilization Form**

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<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



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Prime Contractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



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

- Box 1** Grant or Financing Agreement Number.
- Box 2** Annual reporting period.
- 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.

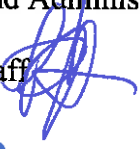



**ACTION  
ITEM  
1E**


Date: November 18, 2015

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (11/11/15)  
Finance, Legal, and Administration Committee (11/11/15)

From: P. Joseph Grindstaff   
General Manager

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

Shaun J. Stone   
Manager of Engineering

Subject: Contract Award for the Mixed Liquor Return Pumps, Project No. EN16024

---

### **RECOMMENDATION**

It is recommended that the Board of Directors:

1. Approve the consulting engineering services contract award for the design efforts for the Regional Water Reclamation Plant Number 1 (RP-1) Mixed Liquor Return Pumps, Project No. EN16024, to the most qualified consultant, for the not-to-exceed amount of \$600,000; and
2. Authorize the General Manager to execute the contract.

### **BACKGROUND**

In 1948, RP-1 was commissioned to treat sewage from the City of Ontario. Subsequent treatment plant expansions in 1977, 1982 and 1985 and several improvement projects including a transition from mechanical aeration to diffused aeration in 1997, resulted in the current secondary system in place today.

The regulatory permits in place after the construction of activated sludge facilities were less stringent than the current permit limitations, including those regulating groundwater recharge, specifically the Total Inorganic Nitrogen (TIN) effluent limits. The additional demands and

RP-1 Mixed Liquor Return Pumps Engineering Contract Award

November 18, 2015

Page 2 of 3

more strenuous Total Nitrogen (TN) levels required by the ground water recharge permit have resulted in need for RP-1 to improve nitrogen removal through the activated sludge system.

Facilities Master Planning efforts have indicated several projects to improve secondary system capacity which include operational adjustments, large scale construction of system expansions, and smaller scale improvements to the current secondary system. The long lead time related to facility expansions and high capital costs have resulted in the Agency wanting to pursue the system improvement approach of adding mixed liquor return functionality.

The Mixed Liquor Return functionality has been visited several times; however, the projects never progressed beyond the design phase for a variety of timing and budgetary reasons.

As such, staff advertised for consultant engineering services for the project on October 5, 2015, and will receive the proposals on November 2, 2015. A Technical Review Committee will review and evaluate each of the proposals through the consultants' understanding of the scope of work, project team qualifications and experience, and ability to meet the project schedule. The result of these evaluations will be presented to the Board of Directors on November 11, 2015 and November 18, 2015. Due to the emergency nature of this project, staff requests approval to award the consulting contract to the most qualified consultant in the not-to-exceed amount of \$600,000.

The following is the project schedule for both design and construction:

PROJECT PHASE	DATE
Consulting Engineering Services Contract Award	November 2015
Design Completion	June 2016
Construction Award	August 2016
Project Completion	June 2017

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.

**PRIOR BOARD ACTION**

None.

**IMPACT ON BUDGET**

The award for the engineering consulting services for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, at the not-to-exceed amount of \$600,000, is included in the Regional

RP-1 Mixed Liquor Return Pumps Engineering Contract Award

November 18, 2015

Page 3 of 3

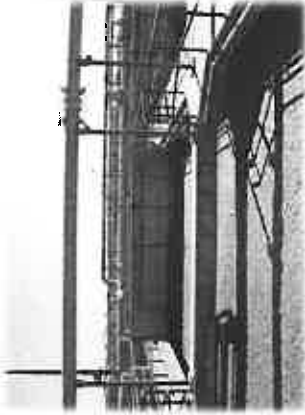
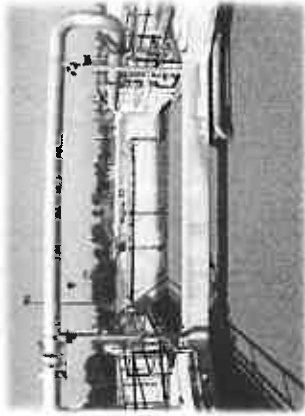
Wastewater Capital (RC) Fund, Fiscal Year 2015/16 budget of \$1,000,000, and current total project budget of \$4,000,000.

PJG:CB:SS:nm

# RP-1 Mixed Liquor Return Pumps Consulting Engineering Services Contract Award

Project No. EN16024

November 2015



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

Shaun J. Stone, P.E.,  
Manager of Engineering

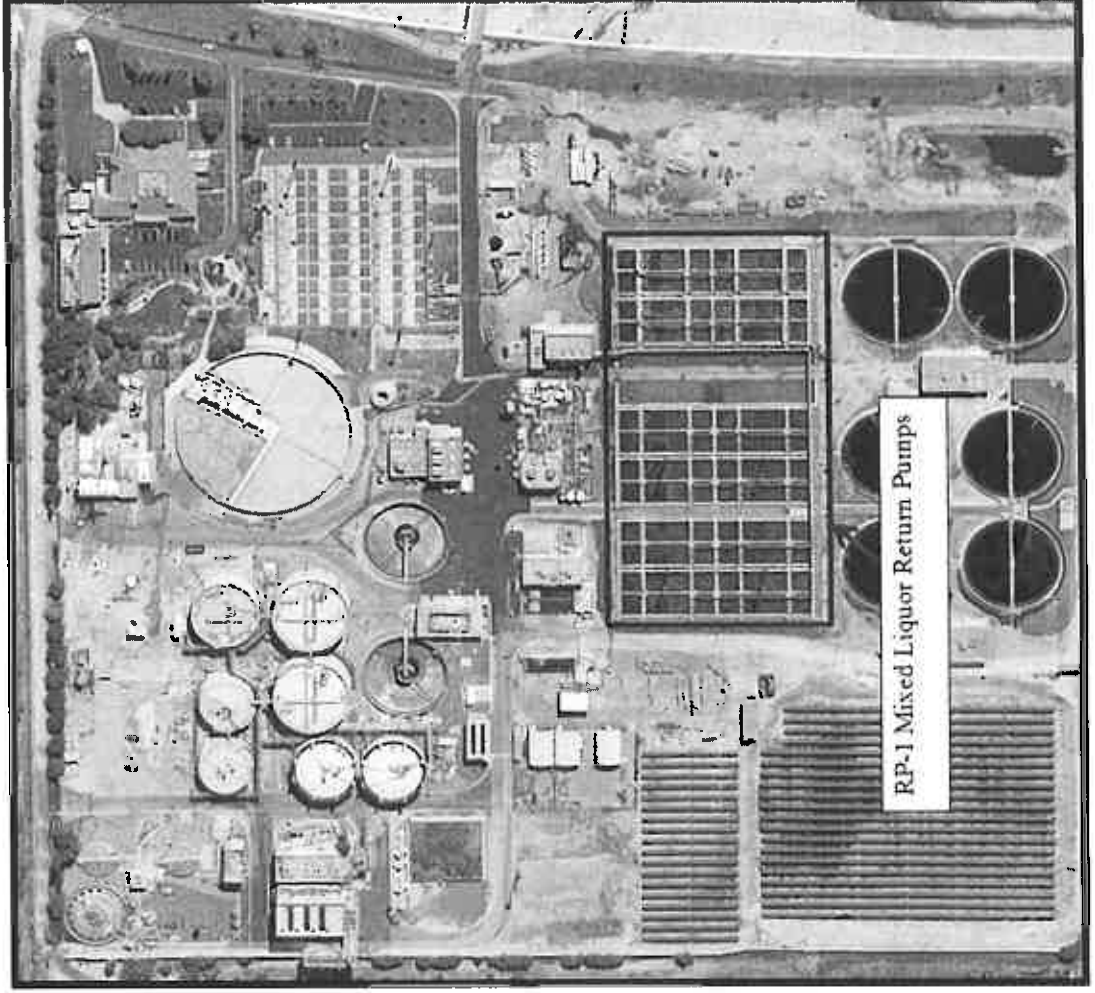
Nasrin Maleki, P.E.  
Project Manager

# Project Request/Background RP-1 Aeration Basins

- Transition from mechanical to diffused aeration, 1997
- Stringent current permit limitations:
  1. Ground Water Recharge (GWR) Permit: 5 mg/L Total Nitrogen (TN) at lysimeters
  2. NPDES Permit: Agency wide 12 month average for Total Inorganic Nitrogen (TIN) 8 mg/L
- Facilities Master Planning 2015:
  - RP-1 is near capacity at current flows to meet the TIN and TN requirements

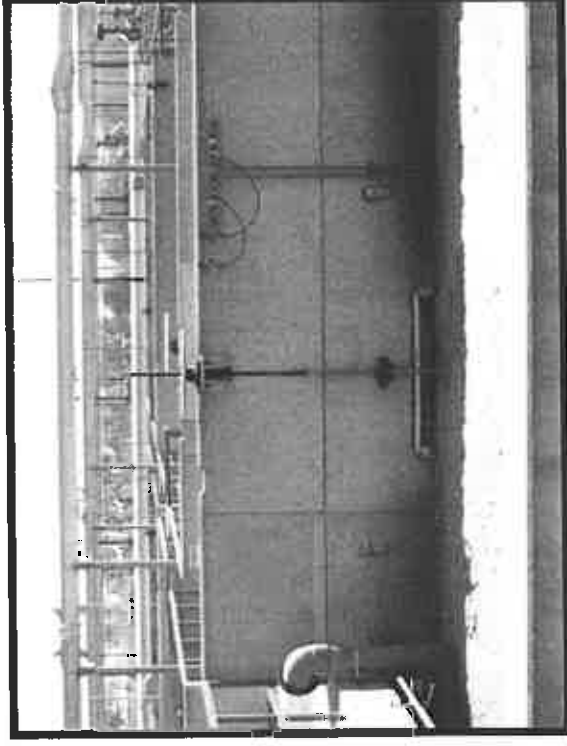
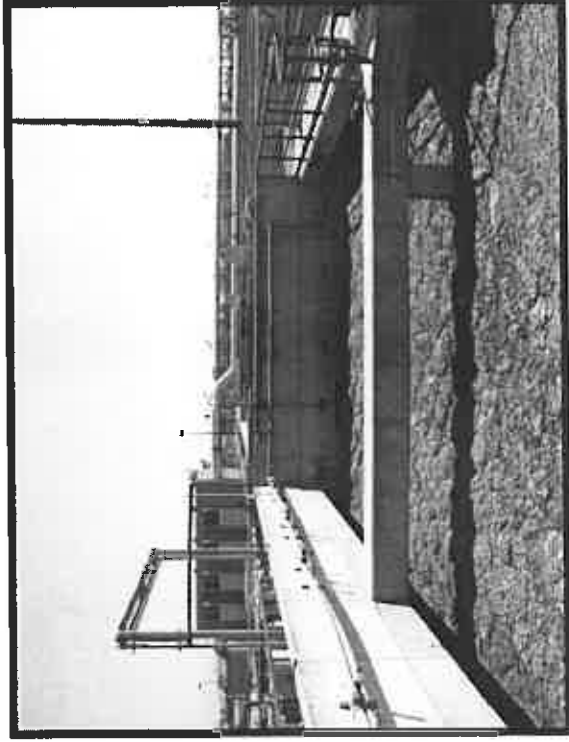


# Project Location



# Project Scope

- Add Mixed Liquor Return functionality to all 6 trains
- Due to NPDES and GWR permit requirements, project will be fast tracked



Aeration Basins



# Project Schedule

<b>Project Phase</b>	<b>Date</b>
Consulting Engineering Proposal due	Nov. 2, 2015
Consulting Engineering Services Contract Award	Nov. 18, 2015
Design Completion	June 30, 2016
Construction Contract Award	August 17, 2016
Project Completion	June 30, 2017

# Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the consulting engineering services contract award to the most qualified engineering consultant for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for the not-to-exceed amount of \$600,000,

*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*

perations, and Biosolids Management Committee

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# **INFORMATION**

**ITEM**

**2A**

# 1st Quarter Planning & Environmental Compliance Update



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

November 2015

# Pretreatment & Source Control

## Regional System

- \* Local Limits Study Submitted to RWQCB in Aug. 2015
- \* Recommended keeping 6 local limits (Cr, Cu, Pb, Ni, Zn, TDS)
- \* Remove local limits for Cd and CN
- \* IEUA NPDES Permit reissued Oct. '15 included new limits for:
  - \* Cadmium (RP-1)
  - \* Dioxin (RP-5)
- \* Source identification for Dioxin
- \* Submit amended report



# Pretreatment & Source Control

## North NRWS

- \* Wastewater Disposal Agreement
- \* 38 industries
- \* Industry Capacity Allocation
  - \* 18 exceeded allocation
  - \* 9 exceeded historical maximum

## South Brine Line

- \* Capacity lease/loan pool agreement
- \* SAWPA Remedial Plan follow-up audit
- \* OCSD Ordinance & Local Limits revision
- \* Marketing video and brochure



# Pretreatment & Source Control

	NRWS	IEBL	Regional
Permitted Industries	39	12	25
Enforcement Actions	38	11	31
Significant Non-Compliance	5	1	5
Permits Issued/Renewed	3	9	25
Permits Voided/Revoked	6	0	0

# Regulatory Compliance Update

## **RWQCB**

- \* All facilities – 100% compliance
- \* Reproduction toxicity at RP-1
- \* Facility inspections of RP-5 & CCWRF

## **AQMD**

- \* Notice of violation for RP-5
- \* Facility inspections of RP-5, RP-1 & RP-4

## **SWRCB – DDW**

- \* CDA1
- \* GWR – Total nitrogen at RP-3 basin





# Planning

## **Prado Basin Adaptive Management Plan**

- \* AMP report being finalized, scheduling PHS committee review meeting

## **Santa Ana River Habitat Conservation Plan**

- \* Phase 1 Completed
- \* Phase 2 Hydraulic Impact Modeling - Completion by January 2016

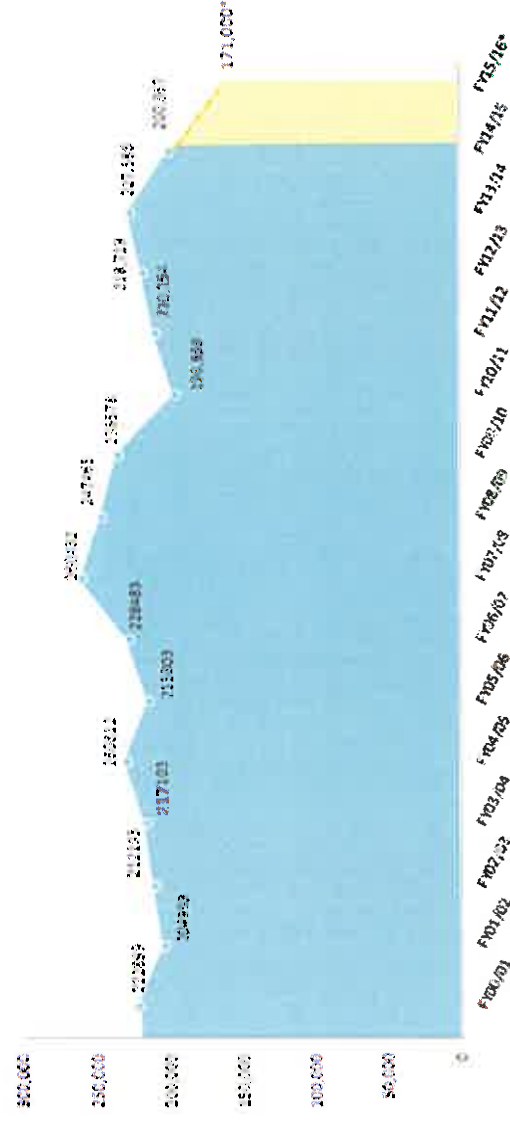
## **Integrated Resources Plan Phase 1**

- ✓ **Completed Tasks:**
  - ✓ Develop IRP goals with stakeholders
  - ✓ Complete baseline water demand forecasts and uncertainty analysis
  - ✓ Performed climate change “stress test” on regional supply strategies
  - ✓ Presenting recommended strategy to Policy November 4
- \* **February 2016: Draft IRP**
- \* **March 2016: IRP Phase 2**

# Water Resources Activities

## FY14/15 Annual Water Production Report

- \* Imported water purchases decreased by 12%
- \* Groundwater production decreased 15%



\* Projection for FY 15/16 based on 25% production from FY13/14

Note: Total Water Use Data includes imported water, surface water, groundwater, recycled and desalinated production. Excludes IEUA groundwater recharge

# Water Resources Activities

## Water Supply Allocation Plan (WSAP)

- \* Tier 1 allocation effective July 1, 2015 - June 30, 2016
- \* Sales through August 2014:
  - **CVWD: 26,569 AF** (Cumulative sales of 2,234.6 AF, 8% of WSAP Allocation)
  - **WFA: 27,406 AF** (Cumulative sales of 2,906.4, 11% of WSAP Allocation)
  - **FWC: 7,293 AF** (Cumulative sales of 1,602.3AF, 22% of WSAP Allocation)

# Water Resources Activities

**MWD Foundational Actions Programs**

**State Drought Emergency Water Conservation**

**DWR/SAWPA Prop. 84 Drought Grant**

*The projects completed by the Planning & Environmental Resources Department for the first quarter meets the Agency's Business Goals of Fiscal Responsibility, Water Reliability, Wastewater Management and Environmental Stewardship.*

**INFORMATION**

**ITEM**

**2B**

# El Nino Preparation

November 2015



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

**Matthew Melendrez**

Deputy Manager of Operations

# History

- \* In 1997, high flow was experienced at RP-1 with about 70 MGD peak flow
- \* Chino Creek has flooded and impacted RP-2
- \* No issues at other facilities





# Storm Preparation

- \* Establish Emergency Operations Center (EOC)
- \* Check storm water pumps
- \* Stage sand bags
- \* Routine housekeeping
  - Cleaning drains
  - Cleaning gutters
- \* Storm response may

include utilizing lagoons and by-pass options



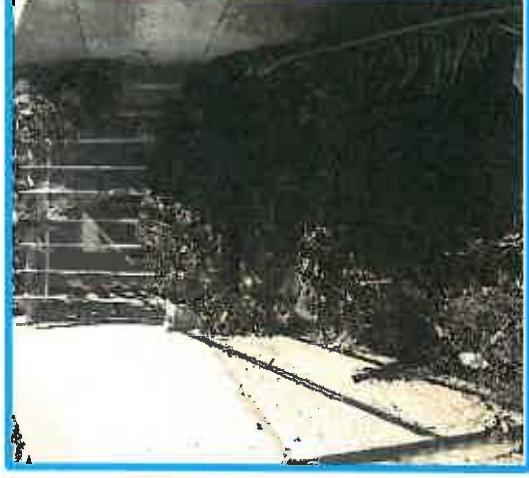
# GWR Storm Water Preparation

## \* Completed maintenance

- Weeding
- Flow control gate testing and maintenance
- Cleaning of inlet and outlet structures
- Flow control berm maintenance

## \* Basin infiltration restoration

- 7<sup>th</sup> and 8<sup>th</sup> Street
- Turner 1
- Brooks



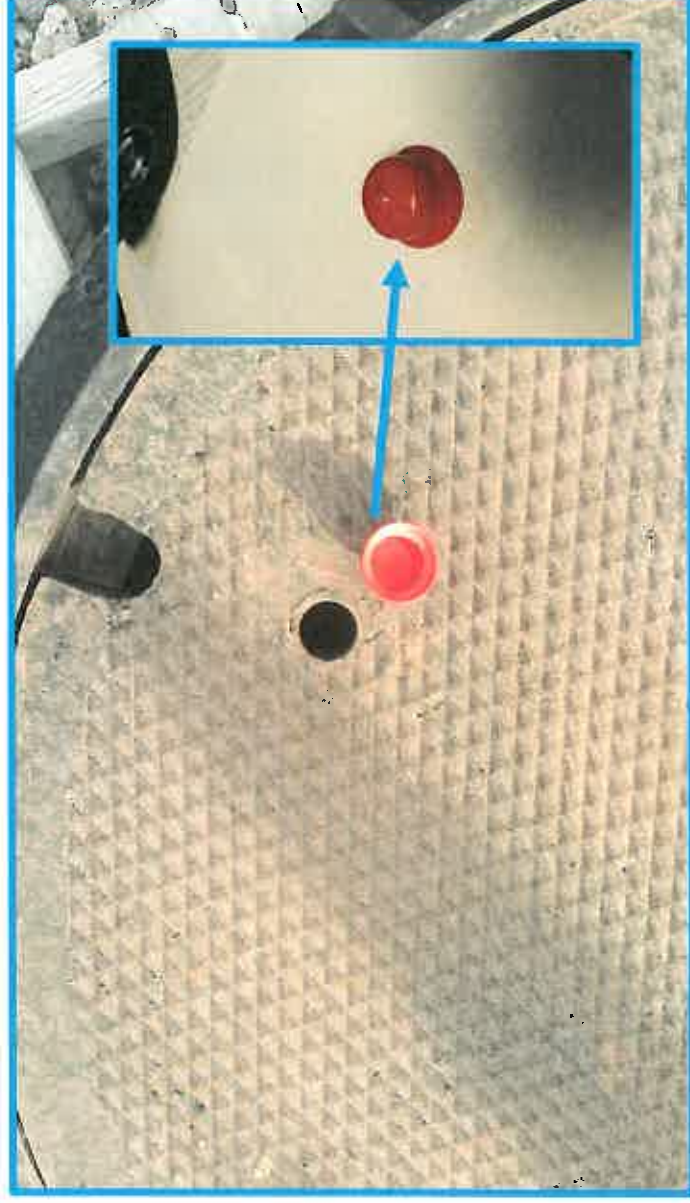
# GWR Storm Water Preparation

- \* Rubber dam inspection and maintenance completed
- \* Stakeholder communications (CBWCD, CBWM, SBCFCD)
  - El Niño agenda items at Groundwater Recharge Coordination Committee (GRCC) meetings
  - GRCC sub-committee established to update Operations Protocols



# Regional Sewer System

- \* Preparation
  - Plug manhole pickholes with rubber stoppers
  - Ensured readiness of vehicles



# Regional Sewer System

- \* Completed inventory and operational test of IEUA portable equipment
- \* Verified point of contacts for all Regional contracting agencies and Jurupa Community Services District
- \* Scheduling meeting with Mutual Aid partners to discuss:
  - Expectations and Assets available
  - Share best practices
  - Build rapport

**INFORMATION**

**ITEM**

**2C**

# Engineering and Construction Management Project Updates

November 2015



**Inland Empire Utilities Agency**  
A MUNICIPAL WATER DISTRICT

**Shaun Stone, P.E.**  
Manager of Engineering

**John Scherck,**  
Acting Deputy Manager of Construction Management

# EN15008 - Water Quality Laboratory

- Engineering Consultant: The Austin Company
- Current Contract: \$1.35 M
- Total Project Budget: \$21 M
- Scope of Work: Consulting engineering and construction administration services
- Current Activities:
  - Update 85% design
  - Third party 85% constructability review
  - Solar system investigations/evaluation
  - Control system coordination and interface
- Focus Point:
  - Site coordination/potholing (gas, power, water, control, etc.)
  - Security system connectivity (cameras, monitoring, alarms)
  - Construction cost estimate review/update
  - Pre-qualification of contractors – 4 packages received
  - Onsite fire flow test in coordination Chino Fire Department



Lab Rendering





# EN16049 – Conference Rooms Audio-Visual (AV) Upgrades

- Contractor: TBD
- Current Contract: N/A
- Total Project Budget: \$700 K
- Scope of Work:
  - Evaluate current and future AV needs
  - Develop functional specifications and cost estimates
  - Design and install 12 new AV systems
- Current Activities:
  - Development and approval of Project Charter
  - Request for Proposals for Functional Specification
  - Visited EWWD, MWD, WMWD, and Chino Council Chambers
- Focus Point:
  - Selection of Technical Consultant



Board Room

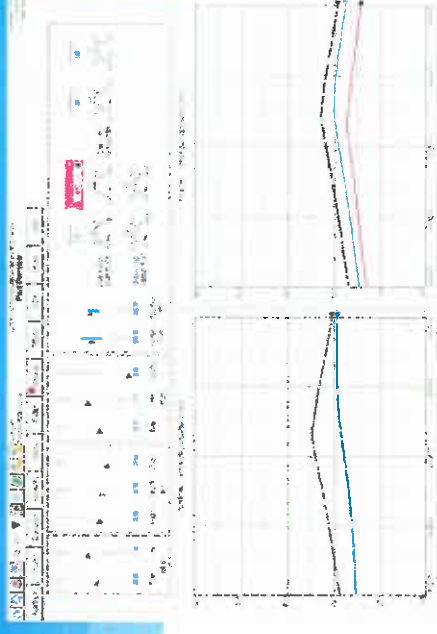


Anza Conference Room

# EN13016 – SCADA Enterprise System CCWRF

- Contractor: Technical Systems, Inc.
- Current Contract: \$2.5 M
- Total Project Budget: \$10.3 M
- Scope of Work: Migration of existing control system to modern SCADA system at CCWRF
- Current Activities:
  - Successful factory acceptance tests
  - Finalization of testing plans
  - Installation of server and control room equipment
  - Migration of headworks remote input/output panel
  - High-performance operator screens
- Contract Completion: February 2016
- Percent Complete: 55%
- Focus Point:

▪ First panel cutover/migration



Operator Overview Screen Development



Factory Acceptance Testing

# EN15045 & EN15046 – Collection/NRW System Manhole Upgrades

- Contractor: Genesis Construction
- Current Contract Value: \$595 K
- Total Project Budget: \$1 M
- Scope of Work: Replace frame & covers for existing manholes located in various public right-of-ways and private easements
- Current Activities:
  - Construction begins mid-November 2015
- Contract Completion: March 2016
- Focus Points:
  - Long lead item - 6 to 7 weeks for material delivery
  - Permit acquisition with member agencies



Pre-existing manhole & cover

# EN15032 – Agency-Wide HVAC Improvements, Package No. 3

- Engineering Consultant: Allison Mechanical, Inc.
- Current Contract: \$431 K
- Total Project Budget: \$1.2 M
- Scope of Work: New upgraded air conditioning units for RP-1 Warehouse, RP-2 Dewatering Control Building MCC/Control Room, RP-5 Power Center No. 3 and HQB Control Room
- Current Activities:
  - Reviewing project control schedule sequence of activities
  - Commence field activities at RP-2 Dewatering Control Building – MCC/Control Room
- Contract Completion: May 2016
- Percent Complete: 5%
- Focus Point:
  - Contractor planning, coordination with Agency staff
- Contractor long lead equipment fabrication



RP-5 Power Center No. 3

# EN12020 – Chino Creek Invert Repair

- Contractor: Mike Bubalo Construction
- Current Contract: \$156 K
- Total Project Budget: \$477 K
- Scope of Work: Construction of new reinforced concrete slab, clearing nuisance vegetation
- Current Activities:
  - Temporary repairs of uplifted slab areas completed
  - Memo to USACE requesting determination on temporary and permanent repairs
- Focus Point:
  - USACE response to IEUA memo
  - Cost evaluation for permanent repairs
  - Schedule for permanent repairs



Flow Diversion Set-up



Rain Event, September 9, 2015

# Reporting of Success

## ▪ EN11035 Philadelphia Pump Station Upgrades

Scope of Work: Force main and wet well repairs, adding redundant PLC's, ferric chloride dosing

- Savings for ferric chloride dosing is estimated at \$60 K to \$70 K/per year
- The ferric chloride dosing was automated and incorporated into the SCADA/control system

## ▪ EN13054 Montclair Lift Station Upgrades

Scope of Work: Complete remodel of existing system including new pumps, redundant PLC's, MCC, VFD's, including new piping and electrical system

- Prior to the remodel, de-ragging was performed manually twice a week by Operations and Maintenance
- After eight months of continuous operation, manual de-ragging has not been required
- Estimated labor savings is \$84 K/per year



Montclair Lift Station Pumps

**INFORMATION**

**ITEM**

**2D**



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Date: November 18, 2015

Through: Engineering, Operations & Biosolids Management Committee (11/11/15)  
Public, Legislative Affairs & Water Resources Committee (11/11/15)

To: The Honorable Board of Directors

From: P. Joseph Grindstaff  
General Manager  
Chris Berch  
Executive Manager of Engineering/Assistant General Manager

Submitted by: Sylvie Lee  
Manager of Planning & Environmental Resources

Subject: Annual Recycled Water Report for Fiscal Year 2014/15

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### **RECOMMENDATION**

This is an informational item for the Board of Directors to review.

### **BACKGROUND**

The 2014/15 Recycled Water Annual Report for the Inland Empire Utilities Agency (IEUA) recycled water program provides annual delivery data by IEUA retail member agencies, by usage types, and by customers. The 2014/15 covers the IEUA fiscal year of July 2014 to June 2015. The report also provides summaries of the program history, describes recent construction, and gives an overview of the IEUA treatment plants. The report includes appendices of water quality compliance data for IEUA water recycling plants and lists individual customer uses.

### **PRIOR BOARD ACTION**

None.

### **IMPACT ON BUDGET**

None.



*Inland Empire Utilities Agency*  
**2014/15 RECYCLED WATER**  
**ANNUAL REPORT**

**Water Smart**  
**Thinking in Terms of Tomorrow**



*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

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## APPENDICES

APPENDIX A	Recycled Water Effluent Monitoring Data
APPENDIX B	Recycled Water Compliance Data
APPENDIX C	Recycled Water Users and Demands

## INTRODUCTION

The 2014/15 Recycled Water Annual Report for the Inland Empire Utilities Agency (IEUA) recycled water program provides annual delivery data by IEUA retail member agencies, by usage type, and by customers. The 2014/15 covers IEUA's fiscal year of July 2014 to June 2015. The report also provides summaries of the program history, describes recent construction, and gives an overview of the IEUA treatment plants. IEUA provides wastewater treatment for its seven member agencies: the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland and Cucamonga Valley Water District. Recycled water from the treatment process is generated and delivered for use in the IEUA service area to retail water agencies. IEUA owns and operates five wastewater recycling facilities that serve over 850,000 people. Figure 1 shows the IEUA service area, its member agencies, and the locations of IEUA's five treatment plants. Of the five plants, four produce tertiary-treated, Title 22-quality recycled water. The general layout and capacities of the water recycling plants are discussed later in the report. The 2014 recycled water monitoring and compliance data for the five facilities are provided in Appendices A and B.

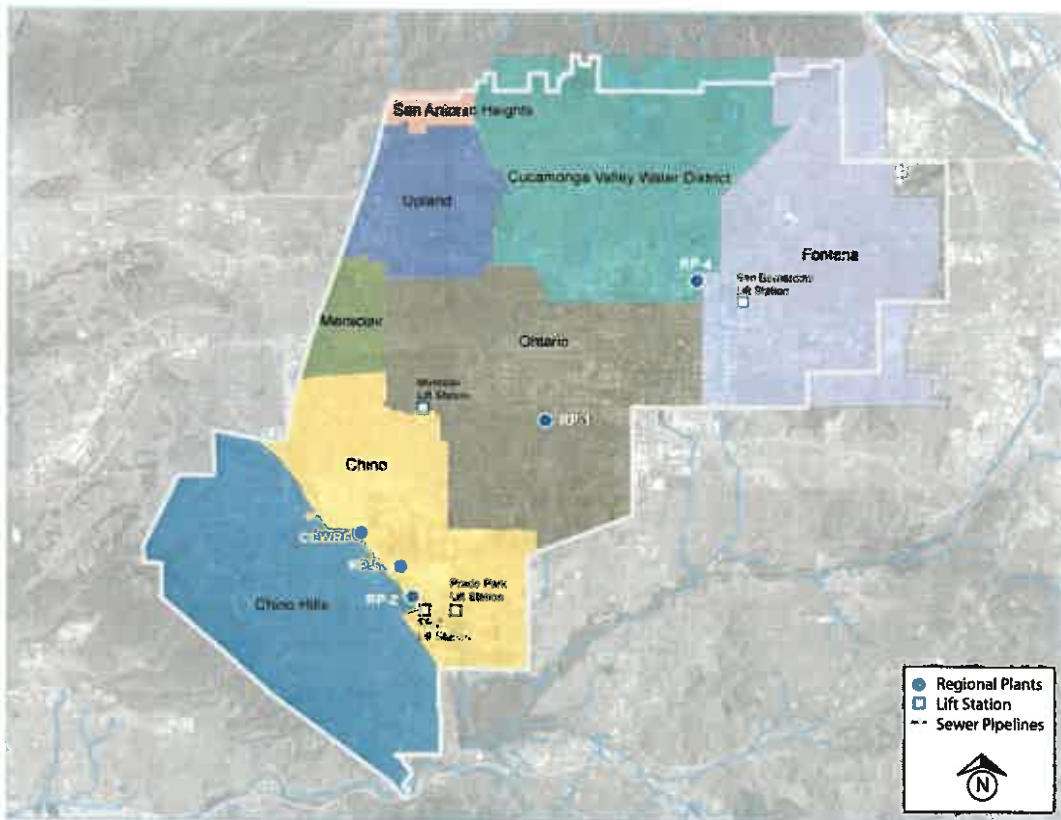
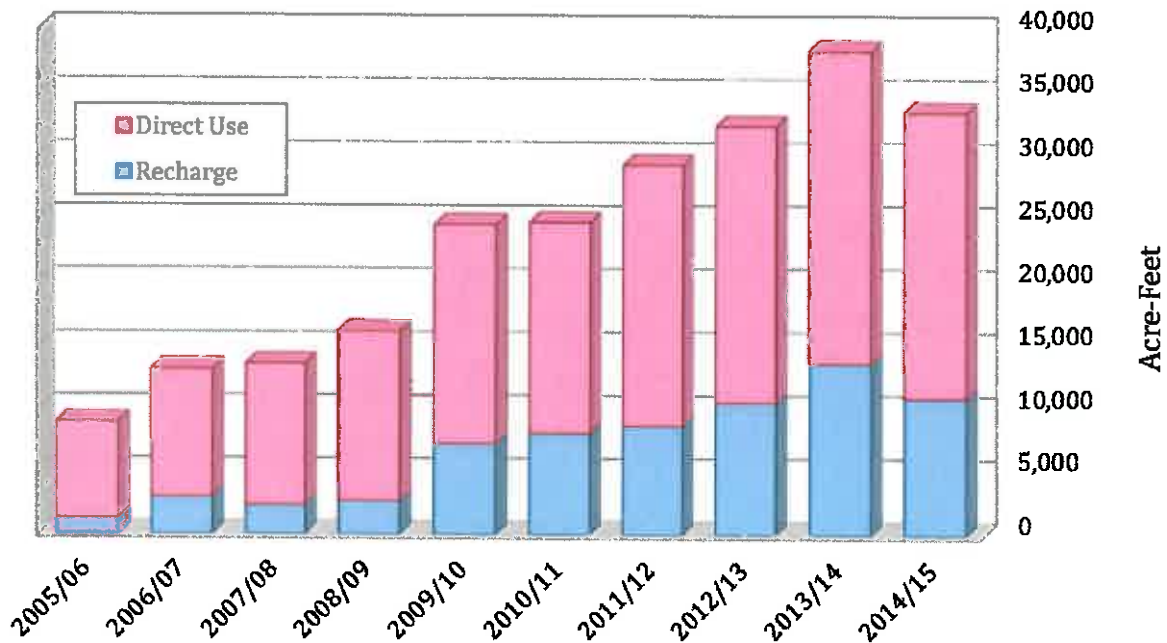


Figure 1 - IEUA Service Area

## DEMANDS

During the 2014/15, the average recycled water supply from IEUA's facilities was approximately 50.8 million gallons per day (MGD), or 56,823 acre-feet per year (AFY). Groundwater recharge usage was 10,840 AFY and direct usage was 22,580 AFY. Total recycled water demands during 2014/15 were 33,420 acre-feet (AF), a decrease by 13 percent from the previous fiscal year. Recharge was down 20% and direct use was down 8%. The recycled water delivery volumes of direct use and groundwater recharge can vary seasonally and annually based on a variety of factors (e.g. the rainfall intensity, rainfall duration, and recharge basin maintenance activities). Figure 2 shows IEUA's historical direct use and groundwater recharge of recycled water for the past 10 years.

Recycled water demands for direct use and recharge purposes were approximately 59 percent of the available supply. During the peak summer months (July through September), the recycled water demand was 81 to 84 percent of the available supply.



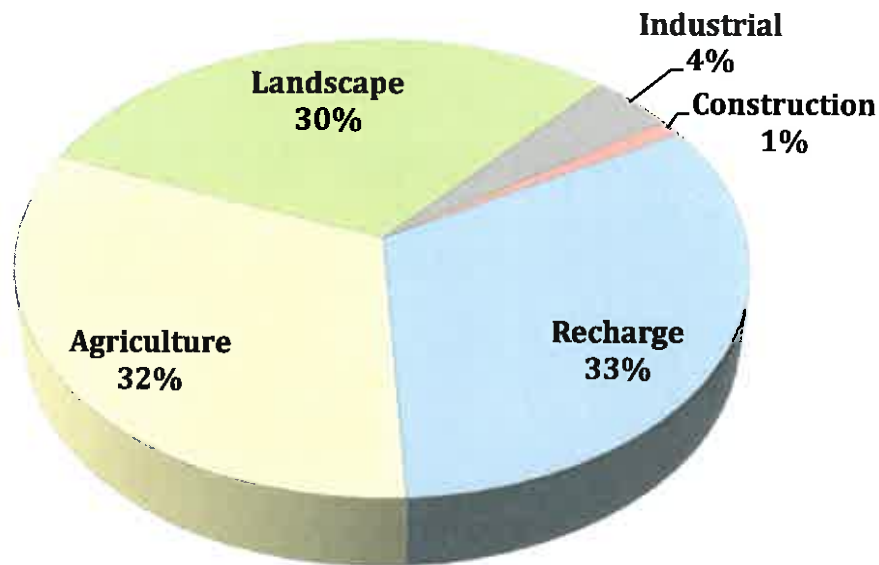
**Figure 2 - Annual Direct Use and Groundwater Recharge**

**USE TYPE DEMANDS**

Delivered recycled water was beneficially reused for a variety of applications including landscape irrigation, agricultural irrigation, industrial process water, groundwater recharge and construction. Table 1 and Figure 3 show the 2014/15 recycled water demand by use type.

**Table 1 - Recycled Water Demand by Use Type**

Type of Use	2014/15 Demand (AF)	Percent of Demand
Recharge	10,840	32%
Agriculture	10,675	32%
Landscape	10,161	30%
Industrial	1,360	4%
Construction	383	1%
<b>Total Demand</b>	<b>33,420</b>	<b>100%</b>



**Figure 3 - Recycled Water Demand by Use Type**

## RETAIL DEMANDS

IEUA is the wholesale recycled water provider to its member agencies, who in turn are the retail agencies that directly serve its customers. IEUA member agencies which served recycled water in 2014/15 include:

- City of Chino,
- City of Chino Hills,
- City of Ontario,
- Cucamonga Valley Water District (CVWD),
- Monte Vista Water District (MVWD), and
- City of Upland

Monte Vista Water District (MVWD) and Fontana Water Company (FWC) are the water retailers in the Cities of Montclair and Fontana, respectively, but are not IEUA member agencies. MVWD and FWC obtain and retail recycled water from their overlying Cities which are IEUA member agencies. San Bernardino County is currently a direct customer of IEUA based on long standing historical contracts.

Table 2 and Figure 4 show the recycled water demand by IEUA retail agency. Each retail agency's total includes direct use and an allocation for recycled water groundwater recharge based on IEUA's Regional Sewage Service Contract. Jurupa Community Services District (JCSD), located directly south of Fontana, is not an IEUA member agency yet will receive a recycled water groundwater recharge allocation through 2025 based on a historical agreement between IEUA and JCSD.

**Table 2 - Recycled Water Demand by Retail Agency**

Retail Agency	Direct Use (AF)	Recharge Allocation (AF)	Agency Total (AF)	Percent of Demand
Chino	8,324	1,076	9,400	28%
Ontario	8,018	2,222	10,240	31%
Chino Hills	1,827	912	2,739	8%
CVWD	1,400	2,405	3,805	11%
San Bernardino County	1,371	0	1,371	4%
IEUA	695	0	695	2%
Upland	636	1,007	1,643	5%
Montclair/MVWD	308	468	776	2%
Fontana/FWC	0	1,927	1,927	6%
JCSD	0	823	823	2%
<b>Subtotal</b>	<b>22,580</b>	<b>10,840</b>	<b>33,420</b>	<b>100%</b>

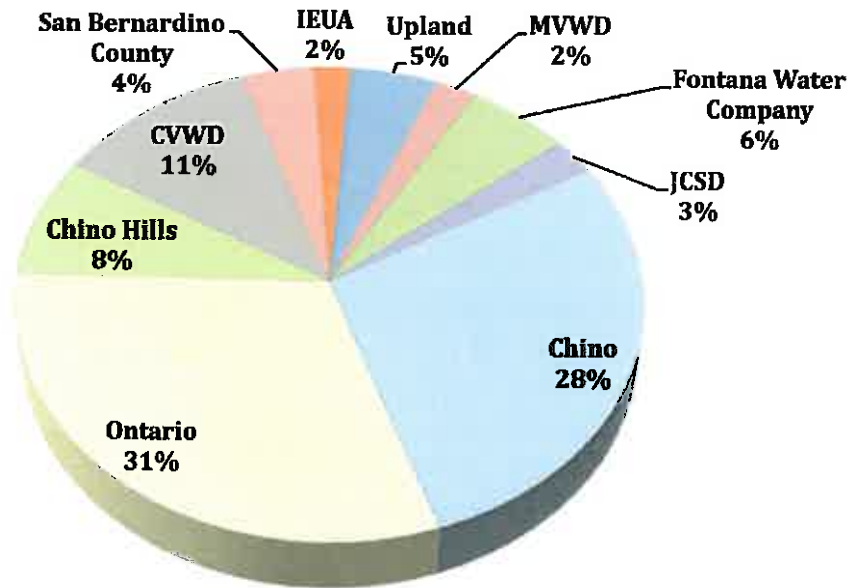


Figure 4 - Recycled Water Demand by Retail Agency

**CUSTOMERS DEMANDS**

Appendix C lists the recycled water direct use customers for each retail agency and their demands for the fiscal year. Table 3 lists the top ten largest direct reuse customer sites for the fiscal year (excluding groundwater recharge sites). During 2014/15, forty new connections were made to the recycled water system with a total new demand estimated at 855 AFY. Connected new demand is the anticipated annual usage based on land size and previous potable water usage history.

Table 3 - Top 10 Recycled Water Customers for 2014/15

Customer	Use (AF)	Type of Use	Retailer
Lewis Farms	1,338	Agriculture	Ontario
Weststeyn Dairy	898	Agriculture	Chino
El Prado Park	879	Landscape	San Bernardino County
Cal Poly Pomona	832	Agriculture	Chino
Cleveland Farm	793	Agriculture	Ontario
New Indy Ontario	774	Industrial	Ontario
CW Farms	736	Agriculture	Chino
Nyenhuis Dairy	701	Agriculture	Chino
Murai Farm	689	Agriculture	Ontario
Whispering Lakes Golf Course	661	Landscape	Ontario
Cleveland Farm	308	Agriculture	Chino
<b>Subtotal</b>	<b>8,609</b>		

## **ECONOMIC AND ENVIRONMENTAL IMPACTS**

The 33,420 AF of recycled water used during the fiscal year is the equivalent of the water supply for roughly 66,840 homes. The use of locally produced recycled water reduces the need to pump State Water Project water over the Tehachapi Mountains, an equivalent net energy demand reduction of 2,657 kilowatt-hours (kWh) per AF, and an overall reduction of approximately 79 percent in carbon dioxide emissions.

IEUA's wholesale recycled water rate to its member agencies for 2014/15 was \$350/AF for direct usage and \$410/AF for recharge. Table 4 lists the IEUA retail agencies' recycled water rates in 2014/15.

## **HISTORY**

Early water recycling efforts in the 1970s by IEUA involved irrigation at the Whispering Lakes Golf Course adjacent to RP-1 in Ontario and at the El Prado Park and Golf Course in Chino. In the 1980s, recycled water continued to be an integral part of IEUA planning with implementation of the CCWRF and RP-4. These two recycling plants were sited specifically at higher elevations to reduce recycled water pumping costs. A backbone recycled water distribution system was installed in Chino and Chino Hills from CCWRF in 1997 and was initially operated by IEUA under Ordinance No. 63. This system was later turned over to the City of Chino and the City of Chino Hills and forms the core of the recycled water distribution network operated by these two cities.

The first major regional pipeline was constructed in 1995 and served the dual purpose of a regional recycled water distribution pipeline and an outfall allowing RP-4 effluent to be discharged with RP-1 effluent in Cucamonga Creek. The RP-4 outfall was designed as a pressurized system so that water could be pumped up from RP-1 to RP-4 as well as flow down in the opposite direction from RP-4 to RP-1 and the creek outfall.

In 1999, IEUA began groundwater recharge with recycled water at Ely Basin. The initial Ely Basin project was followed by the Chino Basin Watermaster's (CBWM) development of the Optimum Basin Management Program (OBMP) and the region's efforts (including IEUA's) to implement the OBMP.

In 2000, the OBMP identified recycled water use as a critical component in drought-proofing and maintaining the region's economic growth. With imported water rates increasing and long-term supply reliability declining, the region committed to aggressively and proactively address regional impacts. The OBMP set the path for the development of a regional recycled water distribution system and a Recycled Water Implementation Plan.



**Table 4 – Retail Agency Water Rates for 2014/15**

Inland Empire Utilities Agency				
Source	Usage Type	Usage (AF)	FY 2014/15 Rate	
Potable Water	Tier 1 Full Service Untreated	AF	\$582+\$15 Surcharge= \$597 per AF	
Recycled Water	Direct Delivery	AF	\$350.00 per AF	
	Groundwater Recharge	AF	\$410.00 per AF	

City of Chino				
Source	Usage Type	Usage (HCF)	FY 2014/15 Rate	
Potable Water	Flat Rate	1	\$1.77	
Recycled Water	Non-Agricultural	1	\$1.24	
	Agricultural	1	\$0.62	

City of Chino Hills					
Source	Zone	Single Family Usage (HCF)	Multi-family Usage (HCF)	FY 2014/15 Rate	
Potable Water	Low	Tier 1 (0-12)	Tier 1 (0-7)	\$2.28	
		Tier 2 (13-30)	Tier 2 (8-20)	\$2.60	
		Tier 3 (>30)	Tier 3 (>21)	\$3.64	
	Intermediate	Tier 1 (0-12)	Tier 1 (0-7)	\$2.47	
		Tier 2 (13-30)	Tier 2 (8-20)	\$2.79	
		Tier 3 (>30)	Tier 3 (>21)	\$3.83	
	High	Tier 1 (0-12)	Tier 1 (0-7)	\$2.76	
		Tier 2 (13-30)	Tier 2 (8-20)	\$3.09	
		Tier 3 (>30)	Tier 3 (>21)	\$4.12	
Recycled Water	Low	Flat Rate		\$1.91	
	Intermediate			\$2.04	
	High			\$2.25	
	Temporary			\$2.31	

City of Ontario				
Source	Usage (HCF)	FY 2014/15 Rate		
Potable Water	0-15	\$2.34		
	>15	\$2.72		
Recycled Water	Flat Rate	\$1.56		

CVWD				
Source	Stage	Usage (HCF)	FY 2014/15 Rate	
Potable Water	Non-drought	Tier 1 (0-10)	\$1.59	
		Tier 2 (11-40)	\$2.11	
		Tier 3 (41-100)	\$2.62	
		Tier 4 (>100)	\$2.99	
Recycled Water		Flat Rate	\$1.53	

MVWD				
Source	Usage Type	Tier	Usage (HCF)	FY 2014/15 Rate
Potable Water	Residential	Tier 1	Allocation	\$1.76
		Tier 2	Allocation	\$2.25
		Tier 3	Allocation	\$3.44
		Tier 4	Allocation	\$6.30
		Non-residential	Domestic Water	Flat Rate
Recycled Water	Non-residential	Recycled Water	Flat Rate	\$1.64

Fontana Water Company				
Source	Usage Type	Usage (HCF)	FY 2014/15 Rate	
Potable Water	Conservation Rates	Tier 1 (0-16)	\$2.50	
		Tier 2 (>16)	\$2.88	
	General Rate	1	\$2.72	
Recycled Water		Flat Rate	\$2.04	

City of Upland					
Source	Usage Type	Usage (HCF)	FY 2014/15 Rate		
Potable Water	Single Family Residential Rate	Tier 1 (0-20)	\$1.36		
		Tier 2 (21-50)	\$1.61		
		Tier 3 (>50)	\$2.21		
	Multi-Family Residential Rate		Flat Rate	\$1.67	
		Landscape:		\$1.92	
	Rates for Other Classes	Commercial:	Flat Rate	\$1.60	
		Schools:		\$1.88	
		Public Agencies:		\$1.78	
				\$1.78	
	Recycled Water		Flat Rate	\$1.45	

The use of recycled water presented several advantages to IEUA and its member agencies: it is one of the most significant unused local water supplies; it is reliable during drought and climate change conditions; and it requires significantly less energy than imported water to deliver to customers thus reduces greenhouse gas emissions. IEUA in partnership with its member agencies and Chino Basin Watermaster (CBWM) invested approximately \$625 million over the last fifteen years to increase the availability of local water supplies through water recycling, conservation, recharge improvements, the MWD groundwater storage and recovery project, the Chino Desalter, and other water management programs.

In 2002, IEUA Board of Directors adopted Ordinance No. 75, the Mandatory Use Ordinance, to establish incentives and encourage recycled water use from the regional distributions system. Also in 2002, the CBWM, Chino Basin Water Conservation District (CBWCD), San Bernardino County Flood Control District (SBCFCD) and IEUA joined forces to greatly expand groundwater recharge capacity through the Chino Basin Facilities Improvement Program.

In 2005, IEUA was permitted by the Regional Water Quality Control Board to operate its recycled water groundwater recharge programs at five additional recharge basins (Banana, Hickory, Etiwanda Conservation Ponds, Declez, RP3, and Turner basins). In 2007, IEUA was permitted to operate its recycled water groundwater recharge program at seven more recharge sites (Brooks, 8<sup>th</sup> Street, Victoria, Lower Day, San Sevaine, Etiwanda Spreading Grounds (later reconfigured as the Etiwanda Debris Basin) and Ely Basins. The 2007 permit was amended in 2009 to modify how IEUA tracks diluent water and recycled water blending, which effectively increase IEUA's ability to recharge using recycled water.

In November 2007, IEUA and its member agencies unanimously adopted the Three Year Recycled Water Business Plan. IEUA and its member agencies committed to implementing the plan, which laid out a focused and cost-effective approach to rapidly increase the availability and use of recycled water within IEUA's service area.

Based on the series of regional decisions over the last fifteen years, over \$250 million was invested into the implementation of a robust Recycled Water Program. The region has achieved program success by leveraging heavily on grant funding and loans. With unanimous regional support, annual recycled water use grew from approximately 5,000 AF in 2004/05 to 33,420 AF in 2014/15. The program maximum use was in FY 2013/14 and totaled 38,251 AF.

### RECYCLED WATER CAPITAL PROGRAM

The IEUA currently produces over 50 MGD of recycled water, and there are several projects under way to expand the use of recycled water within its service area. Table 5 lists the 2014/15 capital projects and their locations. The projects that were in design or construction during 2014/15 are summarized in the following paragraphs.

**Table 5 - Capital Project Summary for 2014/15**

Projects in Design/Construction	Engineering Budget	Total Grants	Total Loans	FY14/15 Expenses
Turner Basin	\$ 2,899,411	\$ 406,712	\$ 0	\$ 181,350
Southern Area Projects	\$ 37,085,183	\$ 4,000,000	\$ 26,608,638	\$ 8,823,893
Wineville RW Pipeline	\$ 32,481,763	\$ 5,000,000	\$ 26,500,000	\$ 21,292,027
San Sevaine	\$ 6,460,000	\$ 750,000	\$ 0	\$ 128,091
<b>Subtotal</b>	<b>\$ 78,926,357</b>	<b>\$ 10,156,712</b>	<b>\$ 53,108,638</b>	<b>\$ 30,425,361</b>

#### PROJECTS COMPLETED

Southern Area Recycled Water Projects includes a recycled water pipeline and a 5-million gallon reservoir in the 930 pressure zone primarily serving the cities of Chino, and Chino Hills. The 930 Recycled Water Pipeline project consists of a feeder pipeline approximately 12,500 feet in total length from the 930 Recycled Water Reservoir connecting to regional pipeline located at the northwest quadrant of the San Antonio Channel crossing of Chino Hills Parkway. Work at Turner Basin in Ontario completed a recycled water turnout at Turner 1, which increases the delivery capacity to that site coupled with the expansion in area of Turner 4.

#### PROJECTS IN CONSTRUCTION

Central Area Recycled Water Project includes Wineville Recycled Water Pipeline Extension and Groundwater Recharge & Recycled Water SCADA System Upgrades. The Wineville Extension Recycled Water Pipeline includes 4.6 miles of 36 inch pipe as part of the regional recycled water distribution system in the southern part of the City of Fontana and the eastern part of the City of Ontario. The pipeline will allow for the connection of commercial, industrial customers, parks and schools within the cities of Ontario and Fontana and also utilize RP-3 and Declez Basins for recharge. The project would beneficially increase recycled water use between 3,000 to 4,500 AFY. The Wineville Pipeline construction completion is anticipated in November 2015.

## **PROJECTS IN DESIGN**

The Groundwater Recharge & Recycled Water SCADA System Upgrades - A new communication network backbone for the Agency has just been installed. This project is required to bring groundwater recharge and recycled water facilities onto the new agency communication backbone. The current system is overloaded and the groundwater and recycled water sites need to be transitioned to the new system. This project will also transition the RP-5 recycled water Pump Station SCADA system to Rockwell Automation and onto the recycled water SCADA system. The scope for this project includes radio path surveys for the groundwater recharge and recycled water stations, procurement, installation and programming of new hardware and software. The SCADA Upgrades final design phase completion is anticipated in early October 2015. San Sevaine Basin 5 was reviewed for needed infiltration improvement projects and was determined that extending the recycled water pipeline from basin 5 to basins 1, 2, and 3 was needed. A preliminary design report for the extension was in process during FY14/15.

## **FUTURE REUSE PROJECTS**

IEUA and its member agencies desire to increase the use of recycled water within IEUA's boundary. By committing to the Three Year Business Plan, the implementation of recycled water projects will be coordinated with all agencies within the Chino Basin area. Coordination will increase the development of recycled water delivery and increase the reliability of potable supplies for residents and customers. Future recycled water projects will allow IEUA and its member agencies to continue to provide a reliable water supply to its customers when multiple years shortages of imported supplies occur.

Future projects include the Napa Lateral, which will include over 9,000 linear feet of recycled water pipe in Fontana for use in landscape irrigation and industrial cooling process, and the Recycled Water Pressure Sustaining Valve Installation for agricultural users in Ontario and Chino, which will assist in maintaining southern zone system pressure during peak demand.

The Agency is currently in the process of updating its various planning documents, including the Recycled Water Program Strategy (RWPS) and the Integrated Water Resource Plan (IRP). As a result, recycled water projects will be prioritized and implemented at the completion and approval of the IRP and RWPS. The RWPS was completed in March 2015. The near term projects identified in the RWPS are RP-1 1158 Pump Station Upgrades, RP-5 Recycled Water Pipeline Bottleneck, 930 to 800 West CCWRF Pressure Reducing Valve, and 2,300 linear feet of a 42-inch 930 Zone parallel pipeline between RP-1 and Riverside Drive in Ontario.

## TREATMENT PLANTS

IEUA owns and operates five regional water recycling facilities: RP-1, RP-2, RP-4, RP-5, and CCWRF. Of the treatment plants, RP-2 does not have any liquid treatment processes, and as such does not produce any recycled water. The combined treatment capacity of the remaining four plants is approximately 85 MGD.

### ***Regional Water Recycling Plant No. 1***

RP-1 is located in the city of Ontario and has been in operation since 1948. The plant has undergone several expansions to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 44 million gallons per day. The plant serves areas of Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, and solids removed from RP-4, located in Rancho Cucamonga. The plant treats an average influent wastewater flow of approximately 28 million gallons per day. The plant is divided into two separate treatment sections: liquids and solids.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids treatment section begins with thickening the solids removed from the primary and secondary clarification processes. The thickened solids are pumped to anaerobic digestion and then to the centrifuges for dewatering. Wastewater solids are digested to a minimum Class B biosolids standard, as defined by the United States Environmental Protection Agency Code of Federal Regulations. After dewatering, the biosolids are hauled to the Inland Empire Regional Composting Facility in the City of Rancho Cucamonga for further treatment to produce Class A compost. Figure 5 illustrates the RP-1 treatment processes.

### ***Regional Water Recycling Plant No. 1***

Plant Capacity: 44.0 MGD

2014/15 Influent Flow: 25.8 MGD

2014/15 RW Delivery: 15.7 MGD

2014/15 Creek Discharge: 12.5 MGD\*

*\*RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.*



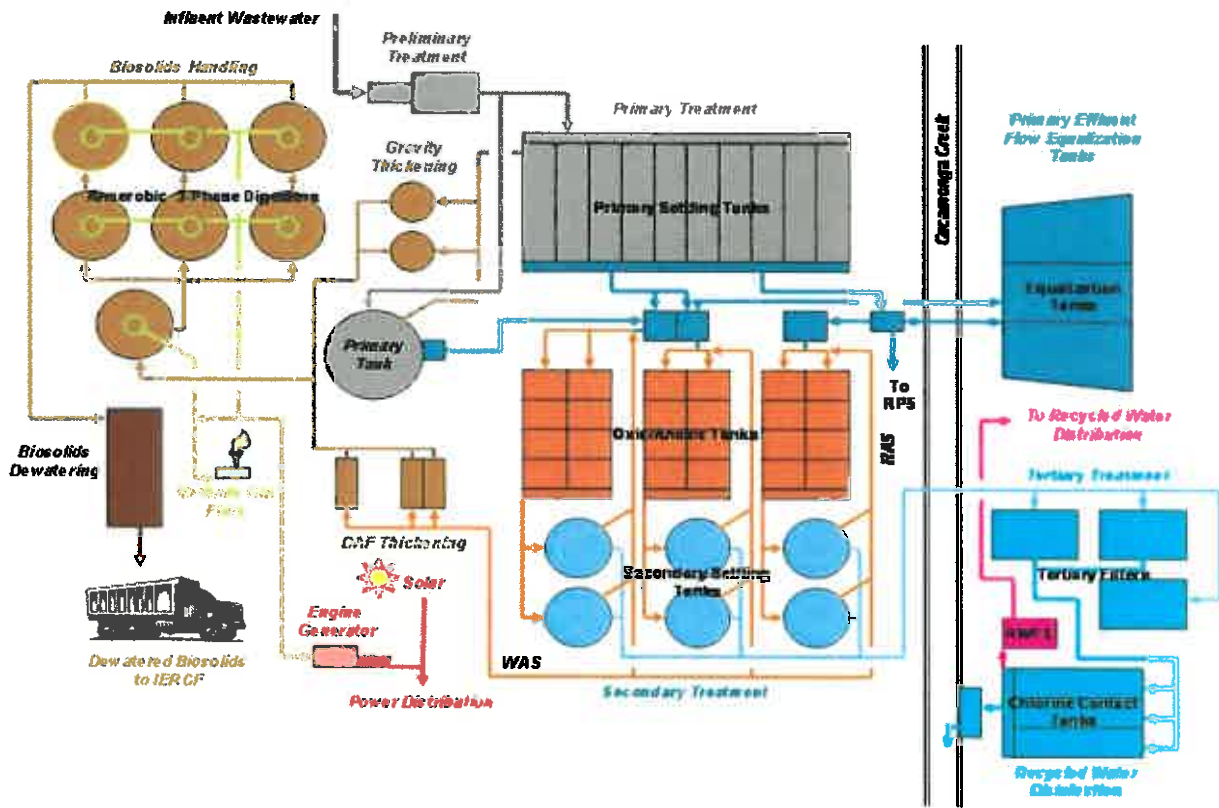


Figure 5 - RP-1 Treatment Process

**Regional Water Recycling Plant No. 4**

RP-4 is located in the city of Rancho Cucamonga and has been in operation since 1997. The plant has undergone an expansion to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 14 million gallons per day. The plant serves areas of Fontana, Rancho Cucamonga, and San Bernardino County. The plant treats the liquid portion of an average influent wastewater flow of approximately 10 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, and tertiary treatment by filtration and disinfection. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-4 are conveyed by gravity through the regional sewer system to the influent of RP-1 for thickening, anaerobic digestion, and dewatering. Figure 6 illustrates the RP-4 treatment process. Tertiary water from RP-4 that is not utilized for direct sales or groundwater recharge is discharged to Cucamonga Creek at RP-1.

**Regional Water Recycling Plant No. 4**

Plant Capacity:	14.0 MGD
2014/15 Influent Flow:	9.8 MGD
2014/15 RW Delivery:	8.6 MGD
2014/15 Creek Discharge:	0.0 MGD*

*\*RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.*



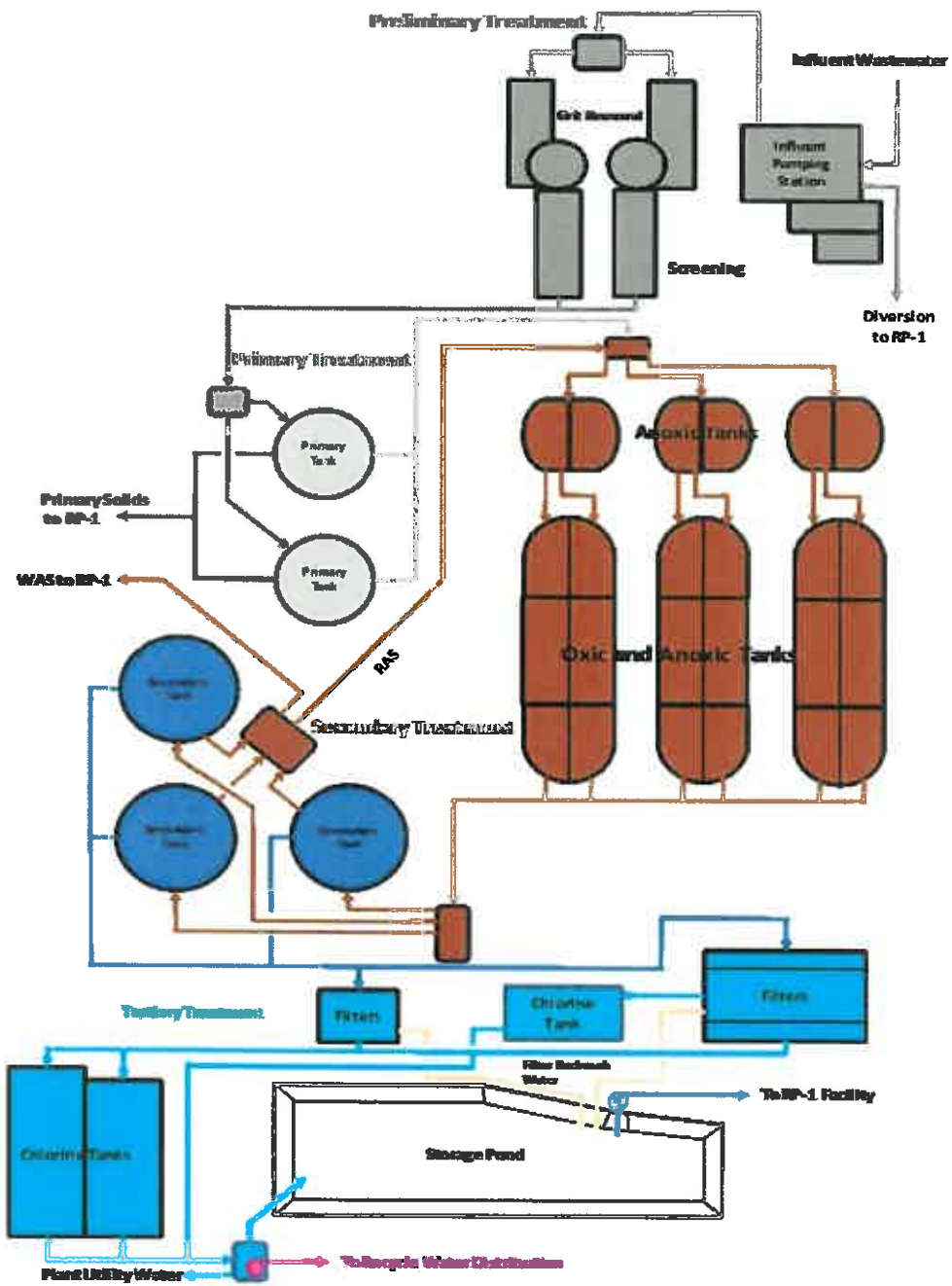



Figure 6 - RP-4 Treatment Process



***Carbon Canyon Water Recycling Facility***

CCWRF is located in the city of Chino and has been in operation since 1992. The design hydraulic domestic sewage (wastewater) treatment capacity was 11.4 million gallons per day until April 2014 when the facility’s design capacity was re-rated based on an updated filter loading rate, which removed the tertiary filters as the bottleneck in the plant. The re-rating increased the plant capacity to 12.0 MGD. The updated capacity will be included in the 2015 NPDES permit renewal. The plant serves areas of Chino, Chino Hills, Montclair and Upland. The plant treats the liquid portion of an average influent wastewater flow of approximately 7 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from CCWRF are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 7 illustrates the CCWRF treatment process.

<b><i>Carbon Canyon Water Recycling Facility</i></b>		
Plant Capacity:	12.0 MGD	
2014/15 Influent Flow:	7.1 MGD	
2014/15 RW Delivery:	3.0 MGD	
2014/15 Creek Discharge:	3.5 MGD	

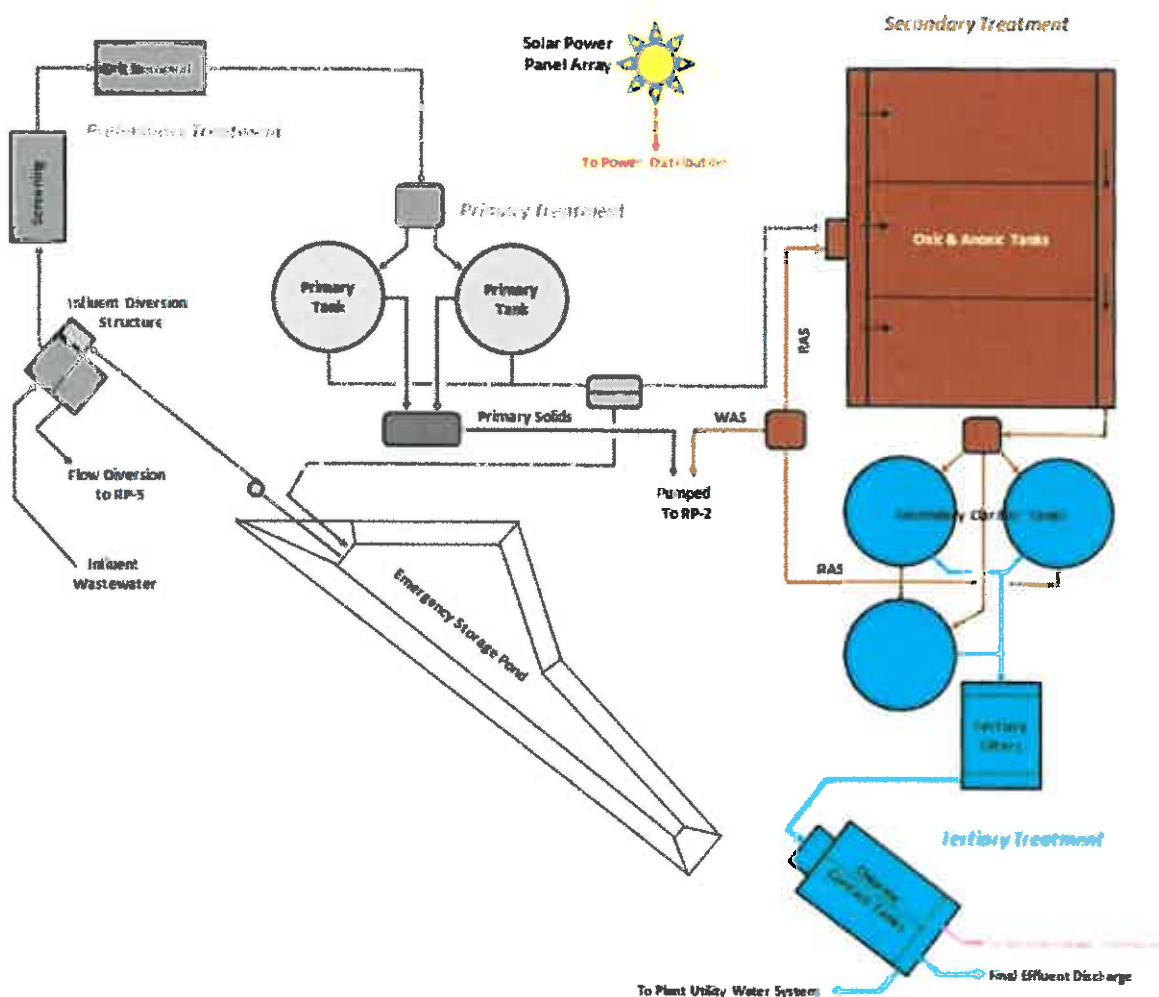


Figure 7 - CCWRF Treatment Process

***Regional Water Recycling Plant No. 5***

RP-5 is located in the city of Chino and has been in operation since 2004. The design hydraulic domestic sewage (wastewater) treatment capacity is 16.3 million gallons per day, which includes 1.3 million gallons per day of solids processing returned from RP-2. The plant serves areas of Chino, Chino Hills, and Ontario. The plant treats the liquid portion of an average influent wastewater flow, including RP-2 returned flow, of approximately 9 million gallons per day.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-5 are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 8 illustrates the RP-5 treatment process.

***Regional Water Recycling Plant No. 5***

Plant Capacity: 15.0 MGD

2014/15 Influent Flow: 8.0 MGD

2014/15 RW Delivery: 3.3 MGD

2014/15 Creek Discharge: 3.5 MGD



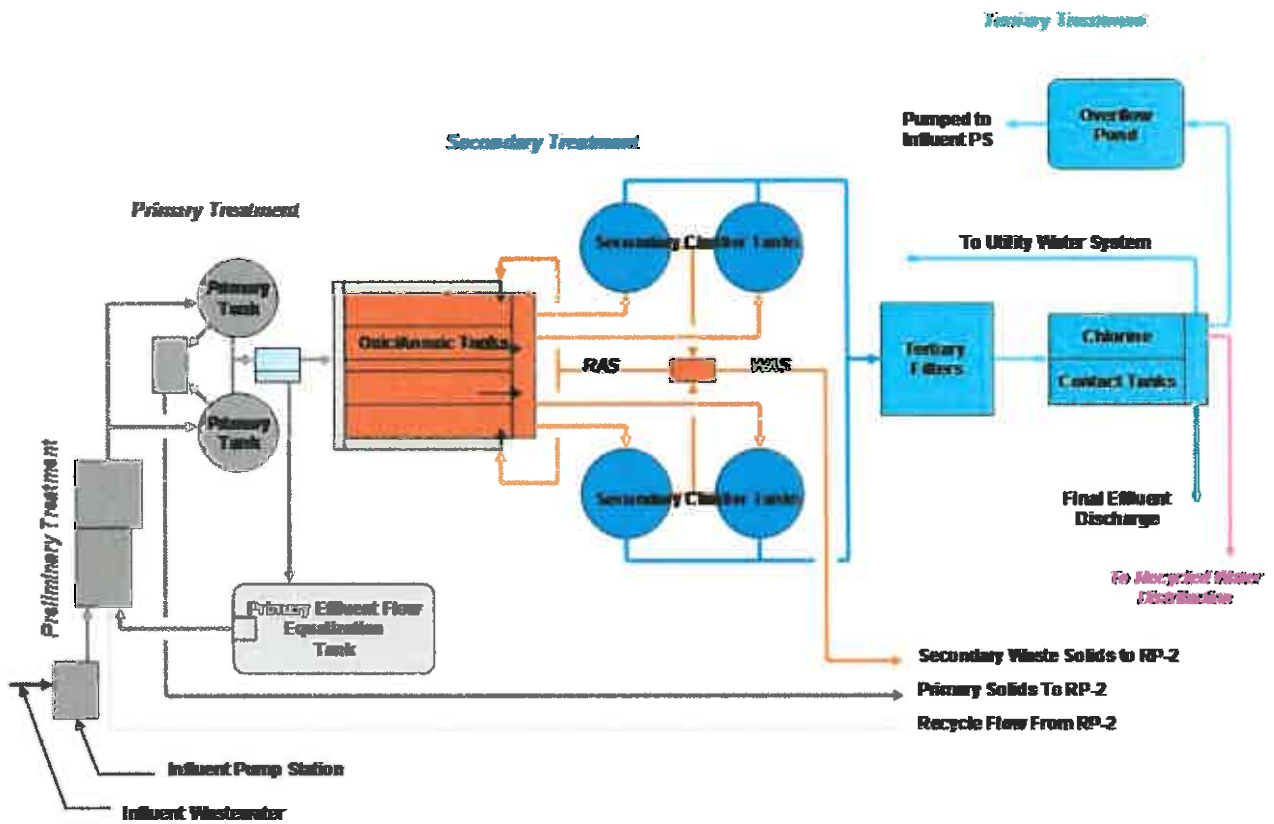


Figure 8 - RP-5 Treatment Process

# **APPENDIX A**

## **RECYCLED WATER**

### **EFFLUENT MONITORING DATA**

Inland Empire Utilities Agency  
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report

Table No. 3a

Date	RP-1 (M-001A* & M-001B) Effluent Monitoring Data												NH <sub>3</sub> -N (grab)																						
	Flow			EC			pH			BOD <sub>5</sub>			TSS			TOC			TDS			TIN			TN										
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	unit	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	%	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Limit>>>																															4.5				
Jan-14	3.0	2.4	3.9	801	755	839	7.1	6.6	7.3	<2	<2	3	0.4	0.4	0.4	6.5-8.5	<2	<2	<2	15	5.9	5.4	6.3	525	510	542	7.3	6.1	9.8	8.2	7.0	11.0	<0.1	<0.1	<0.1
Feb-14	3.6	2.0	3.9	829	806	848	7.1	6.8	7.2	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.7	5.2	6.1	524	506	544	7.4	6.7	8.5	8.1	7.9	8.2	<0.1	<0.1	<0.1
Mar-14	2.8	0.0	3.4	838	791	890	7.1	6.8	7.3	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	6.0	5.2	6.5	504	472	520	6.9	3.9	8.9	7.1	4.8	8.4	<0.1	<0.1	<0.1
Apr-14	2.6	1.2	3.6	861	805	908	7.2	7.0	7.8	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.6	5.3	6.0	529	500	544	5.4	4.3	6.4	6.1	5.5	6.9	<0.1	<0.1	<0.1
May-14	2.1	0.0	3.7	847	807	911	7.2	6.8	7.4	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.5	5.1	6.2	557	542	578	5.6	4.7	6.6	5.8	5.8	7.6	<0.1	<0.1	<0.1
Jun-14	1.7	0.0	2.0	842	809	911	7.3	7.0	8.0	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.2	4.8	5.8	539	526	560	4.2	3.4	5.1	5.3	4.3	6.0	<0.1	<0.1	<0.1
Jul-14	1.8	0.0	2.9	836	797	876	7.4	6.9	8.4	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.5	5.0	6.2	524	508	544	3.5	2.3	4.6	4.5	3.7	5.7	<0.1	<0.1	<0.1
Aug-14	2.8	0.5	4.4	843	810	877	7.4	6.9	7.8	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.5	5.1	6.3	529	522	532	3.1	2.0	4.7	3.3	3.1	3.5	<0.1	<0.1	<0.1
Sep-14	2.5	0.8	4.4	864	832	899	7.3	7.2	7.5	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.6	5.4	5.0	5.8	560	510	644	3.9	2.2	6.2	4.1	2.8	5.5	<0.1	<0.1	<0.1
Oct-14	3.0	0.7	4.3	862	838	889	7.3	6.7	7.6	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.4	5.3	5.1	5.5	558	538	578	5.2	3.6	6.8	6.2	5.5	6.6	<0.1	<0.1	<0.1
Nov-14	1.9	0.0	4.7	968	852	1,088	7.2	6.8	7.5	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	6.0	5.6	6.3	602	598	606	6.7	4.8	8.9	8.1	6.6	9.7	<0.1	<0.1	<0.1
Dec-14	1.6	0.0	3.4	820	637	978	7.1	6.5	7.5	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.6	5.6	5.2	6.3	558	536	572	7.6	6.2	9.2	8.9	8.6	9.3	<0.1	<0.1	<0.1
Avg	2.4	0.6	3.7	851	795	910	7.2	6.8	7.6	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.6	5.2	6.1	542	522	564	5.6	4.2	7.1	6.0	5.0	6.9	<0.1	<0.1	<0.1
Min	1.6	0.0	2.0	801	637	839	7.1	6.5	7.2	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.2	4.8	5.5	504	472	520	3.1	2.0	4.6	3.3	2.8	3.5	<0.1	<0.1	<0.1
Max	3.6	2.4	4.7	968	852	1,088	7.4	7.2	8.4	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.6	6.0	5.6	6.5	602	598	644	7.6	6.7	9.8	8.2	7.9	11.0	<0.1	<0.1	<0.1

\*M-001A is the compliance point for continuous monitoring parameters, TDS, and toxicity.

Table No. 3b

Date	RP-1/RP-4 (M-002A) Effluent Monitoring Data												NH <sub>3</sub> -N (grab)																						
	Flow			EC			pH			BOD <sub>5</sub>			TSS			TOC			TDS			TIN			TN										
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	unit	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	%	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Limit>>>																															4.5				
Jan-14	7.7	1.8	16.6	854	809	903	7.1	6.9	7.3	<2	<2	2	0.5	0.5	0.5	6.5-8.5	<2	<2	<2	15	5.6	5.2	5.9	519	496	528	6.5	4.2	9.5	9.9	9.9	9.9	<0.1	<0.1	0.1
Feb-14	12.1	3.0	34.5	863	833	906	7.1	6.9	7.2	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.5	5.5	5.0	5.8	511	478	534	6.7	5.1	9.0	9.1	8.4	9.9	<0.1	<0.1	<0.1
Mar-14	15.0	4.0	38.5	845	810	872	7.2	6.8	7.5	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.5	5.7	4.9	6.2	498	468	516	6.0	3.5	7.5	6.5	4.6	7.2	<0.1	<0.1	<0.1
Apr-14	5.4	1.0	15.2	872	825	925	7.2	6.9	7.3	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.3	4.9	5.8	516	494	538	5.0	3.0	6.7	6.8	6.8	6.8	<0.1	<0.1	<0.1
May-14	2.4	0.3	13.6	895	840	962	7.1	6.8	7.4	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.5	5.3	4.8	6.1	527	482	552	5.6	4.8	6.6	6.1	6.1	6.1	<0.1	<0.1	<0.1
Jun-14	1.5	0.3	4.1	844	805	876	7.2	6.9	7.4	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.2	4.9	5.5	527	488	564	4.0	2.5	5.4	3.4	3.4	3.4	<0.1	<0.1	0.1
Jul-14	3.0	0.6	5.9	825	797	869	7.2	6.9	7.4	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.4	4.8	6.2	497	490	506	3.1	1.8	4.1	3.8	3.8	3.8	<0.1	<0.1	0.2
Aug-14	3.3	0.7	6.4	857	808	949	7.1	6.7	7.4	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.4	5.0	5.9	519	500	538	2.8	1.6	4.1	2.7	2.7	2.7	<0.1	<0.1	<0.1
Sep-14	3.7	0.3	10.5	890	828	946	7.0	6.8	7.1	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.6	5.3	4.9	5.7	511	498	524	3.9	2.0	7.3	4.3	4.3	4.3	<0.1	<0.1	<0.1
Oct-14	4.7	0.2	12.1	1,082	1,004	1,137	6.9	6.6	7.0	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.5	5.2	4.7	5.6	543	520	576	4.8	2.9	6.6	6.1	6.1	6.1	<0.1	<0.1	<0.1
Nov-14	12.2	2.2	21.2	1,080	1,064	1,111	6.9	6.7	7.1	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.6	5.8	5.3	6.1	582	566	608	6.3	4.8	8.4	5.4	5.4	5.4	<0.1	<0.1	<0.1
Dec-14	29.2	19.3	35.7	1,051	972	1,089	6.7	6.6	6.9	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.6	5.5	5.0	6.2	565	524	596	6.2	4.1	8.7	6.6	6.6	6.6	<0.2	<0.2	0.5
Avg	8.3	2.8	17.8	913	865	962	7.1	6.8	7.2	<2	<2	<2	0.5	0.5	0.5		<2	<2	<2	0.5	5.4	4.9	5.9	526	500	548	5.1	3.4	7.0	5.9	5.6	6.0	<0.1	<0.1	<0.1
Min	1.5	0.2	4.1	825	797	869	6.7	6.6	6.9	<2	<2	<2	0.4	0.4	0.4		<2	<2	<2	0.4	5.2	4.7	5.5	497	468	506	2.8	1.6	4.1	2.7	2.7	2.7	<0.1	<0.1	<0.1
Max	29.2	19.3	38.5	1,082	1,054	1,137	7.2	6.9	7.5	<2	<2	<2	0.6	0.6	0.6		<2	<2	<2	0.6	5.8	5.3	6.2	566	608	678	6.7	5.1	9.5	9.9	9.9	9.9	<0.2	<0.2	0.5



Inland Empire Utilities Agency

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report

RP-1 (M-001A & M-001B) & RP-1/RP-4 (M-002A) Effluent Monitoring and Coliform Data

Table No. 5a

Date	001 Turbidity		002 Turbidity		001 Temp		002 Temp		001 Daily Coliform		001 7-day Median		002 Daily Coliform*		002 7-day Median		001 FLR		001 CT		002 FLR		002 DT	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Min	Max	Min	Max	Min	Max
Jan-14	0.6	0.8	0.6	0.7	23.6	24.2	23.1	23.5	<2	2	<2	<2	2	<2	2	<2	<2	3	144	613	3	153	803	
Feb-14	0.6	0.8	0.6	0.9	23.9	24.3	23.2	23.6	<2	4	<2	2	4	<2	4	<2	2	3	144	608	3	179	752	
Mar-14	0.6	0.8	0.5	0.7	23.6	25.2	24.1	24.7	<2	4	<2	<2	4	<2	4	<2	<2	3	145	699	3	182	905	
Apr-14	0.6	0.8	0.5	0.7	25.7	26.5	25.1	26.0	<2	2	<2	<2	2	<2	2	<2	<2	3	147	690	3	166	852	
May-14	0.7	0.9	0.6	1.1	26.7	28.1	26.4	27.5	<2	2	<2	<2	2	<2	2	<2	<2	3	155	783	3	170	831	
Jun-14	0.6	0.7	0.5	0.8	28.7	29.4	28.0	28.7	<2	<2	<2	<2	<2	<2	<2	<2	<2	3	148	787	3	175	757	
Jul-14	0.7	0.8	0.5	0.7	29.9	30.4	29.2	30.1	<2	2	<2	<2	2	<2	2	<2	<2	4	152	710	3	170	741	
Aug-14	0.6	0.7	0.6	1.1	30.2	30.8	30.0	30.2	<2	2	<2	<2	2	<2	2	<2	<2	3	144	665	3	173	747	
Sep-14	0.6	0.8	0.5	0.9	28.6	29.0	28.7	29.5	<2	12	<2	<2	12	<2	12	<2	<2	4	139	587	4	169	675	
Oct-14	0.7	0.8	0.6	0.7	26.2	27.4	26.3	27.4	<2	2	<2	<2	2	<2	2	<2	<2	4	142	675	4	168	738	
Nov-14	0.6	0.8	0.6	0.7	24.8	26.1	24.0	25.3	<2	2	<2	<2	2	<2	2	<2	<2	4	129	629	4	158	660	
Dec-14	0.6	0.8	0.6	0.8	26.9	27.7	26.5	27.3	<2	3	<2	<2	3	<2	3	<2	<2	3	144	669	3	167	763	
Avg	0.6	0.7	0.5	0.7	23.6	24.2	23.1	23.5	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	129	587	3	141	660	
Min	0.6	0.7	0.5	0.7	23.6	24.2	23.1	23.5	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	129	587	3	141	660	
Max	0.7	0.9	0.7	1.1	30.6	30.9	30.0	30.9	<2	12	<2	<2	12	<2	12	<2	<2	4	155	787	4	182	905	

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT  
 \*Beginning August 2009, 002 effluent coliform compliance point at M-001B (splitter box).

RP-5 (M-003) & CCWRF (M-004) Effluent Monitoring and Coliform Data

Table No. 5b

Date	003 Turbidity		004 Turbidity		003 Temp		004 Temp		003 Daily Coliform		003 7-day Median		004 Daily Coliform		004 7-day Median		003 FLR		003 DT		004 FLR		004 DT	
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Min	Max	Min	Max	Min	Max
Jan-14	1.2	1.5	0.5	0.8	22.4	23.1	21.8	23.0	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	146	477	1	172	689	
Feb-14	1.1	1.6	0.3	0.7	22.8	23.5	22.5	23.0	<2	<2	<2	<2	2	<2	<2	<2	<2	4	166	506	1	195	627	
Mar-14	1.3	2.3	0.4	0.7	24.1	25.4	22.7	23.1	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	183	501	1	168	566	
Apr-14	1.5	2.4	0.6	1.0	24.8	25.7	23.8	25.9	<2	2	<2	<2	2	<2	<2	<2	<2	4	166	488	1	167	495	
May-14	0.9	1.2	0.7	0.9	26.0	26.8	25.5	28.0	<2	2	<2	<2	2	<2	<2	<2	<2	4	146	504	2	144	579	
Jun-14	0.9	1.2	0.6	0.7	26.7	26.8	27.2	28.5	<2	2	<2	<2	2	<2	<2	<2	<2	4	184	524	1	161	543	
Jul-14	1.2	2.0	0.4	0.6	27.8	27.8	28.7	30.0	<2	<2	<2	<2	2	<2	<2	<2	<2	4	191	519	2	150	513	
Aug-14	1.0	1.3	0.4	0.9	-	-	28.8	30.1	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	207	509	2	142	504	
Sep-14	1.2	1.4	0.4	0.8	-	-	28.8	31.3	<2	<2	<2	<2	2	<2	<2	<2	<2	4	196	675	2	118	476	
Oct-14	1.2	1.7	0.4	0.6	-	-	27.7	29.1	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	189	500	2	118	479	
Nov-14	1.2	1.9	0.5	0.8	21.1	24.7	25.0	26.3	<2	2	<2	<2	2	<2	<2	<2	<2	4	109	481	2	131	483	
Dec-14	0.8	1.2	0.4	0.9	24.0	24.2	22.5	24.5	<2	2	<2	<2	2	<2	<2	<2	<2	4	131	526	1	154	591	
Avg	1.1	1.6	0.5	0.8	24.4	25.6	25.4	26.9	<2	<2	<2	<2	2	<2	<2	<2	<2	4	168	518	2	152	546	
Min	0.8	1.2	0.3	0.6	21.1	23.1	21.8	23.0	<2	<2	<2	<2	<2	<2	<2	<2	<2	4	109	477	1	118	476	
Max	1.5	2.4	0.7	1.0	27.8	28.8	28.8	31.3	<2	2	<2	<2	2	<2	<2	<2	<2	4	207	675	2	185	689	

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT





Inland Empire Utilities Agency  
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report

RP-1 (REC-001) & RP-4 (REC-002) Recycled Water Data

Date	REC-001										REC-002									
	Flow	pH	Turbidity	CT	Daily Coliform	7-day Median	BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform	7-day Median	BOD	TSS	TDS		
	mgd	unit	NTU	mg-min/L	Avg	Max	Avg	mg/L	mgd	unit	NTU	mg-min/L	Avg	Max	Avg	mg/L	mgd	unit	mg/L	
Jan-14	13.9	7.1	0.6	613	<2	2	<2	<2	503	8.5	7.0	0.7	852	<2	<2	<2	<2	<2	483	
Feb-14	10.7	7.1	0.6	608	<2	4	<2	<2	510	7.1	7.0	0.7	491	<2	2	<2	<2	<2	486	
Mar-14	8.1	7.1	0.6	699	<2	4	<2	<2	482	6.2	7.1	0.5	655	<2	<2	<2	<2	<2	452	
Apr-14	13.8	7.2	0.6	690	<2	2	<2	<2	508	8.3	7.3	0.5	577	<2	2	<2	<2	<2	484	
May-14	15.4	7.2	0.7	783	<2	2	<2	<2	508	9.7	7.1	0.4	748	<2	2	<2	<2	<2	494	
Jun-14	22.0	7.3	0.6	787	<2	<2	<2	<2	492	10.1	7.0	0.4	541	<2	<2	<2	<2	<2	477	
Jul-14	21.8	7.4	0.7	710	<2	2	<2	<2	489	10.4	7.0	0.3	657	<2	<2	<2	<2	<2	451	
Aug-14	22.9	7.4	0.6	619	<2	2	<2	<2	508	10.0	7.1	0.4	655	<2	<2	<2	<2	<2	453	
Sep-14	21.7	7.3	0.6	665	<2	2	<2	<2	506	9.2	7.2	0.7	758	<2	<2	<2	<2	<2	521	
Oct-14	18.5	7.3	0.6	587	<2	12	<2	<2	532	4.7	7.3	0.5	801	<2	<2	<2	<2	<2	513	
Nov-14	13.4	7.2	0.7	675	<2	2	<2	<2	558	12.1	7.3	0.4	711	<2	2	<2	<2	<2	513	
Dec-14	2.3	7.1	0.6	629	<2	2	<2	<2	563	29.0	7.3	0.3	823	<2	<2	<2	<2	<2	526	
Avg	15.4	7.2	0.6	673	<2	3	<2	<2	513	10.4	7.1	0.5	683	<2	<2	<2	<2	<2	488	
Min	2.3	7.1	0.6	587	<2	<2	<2	<2	482	4.7	7.0	0.3	491	<2	<2	<2	<2	<2	451	
Max	22.9	7.4	0.7	787	<2	12	<2	<2	563	29.0	7.3	0.7	852	<2	2	<2	<2	<2	526	

Table No. 7a

RP-5 (REC-003) & CCWRF (REC-004) Recycled Water Data

Date	REC-003										REC-004									
	Flow	pH	Turbidity	CT	Daily Coliform	7-day Median	BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform	7-day Median	BOD	TSS	TDS		
	mgd	unit	NTU	mg-min/L	Avg	Max	Avg	mg/L	mgd	unit	NTU	mg-min/L	Avg	Max	Avg	mg/L	mgd	unit	mg/L	
Jan-14	5.8	6.8	1.2	477	<2	<2	<2	<2	505	0.0	6.8	0.5	689	<2	<2	<2	<2	<2	<2	
Feb-14	4.9	6.7	1.1	506	<2	<2	<2	<2	490	0.0	6.7	0.3	627	<2	2	<2	<2	<2	<2	
Mar-14	3.7	6.8	1.3	501	<2	<2	<2	<2	505	0.0	7.0	0.4	566	<2	<2	<2	<2	<2	<2	
Apr-14	6.1	6.8	1.5	488	<2	2	<2	<2	518	5.1	7.1	0.6	495	<2	2	<2	<2	<2	546	
May-14	6.7	6.8	0.9	504	<2	2	<2	<2	531	6.4	6.9	0.7	579	<2	2	<2	<2	<2	558	
Jun-14	4.8	6.8	0.9	524	<2	2	<2	<2	514	6.2	6.8	0.6	543	<2	2	<2	<2	<2	554	
Jul-14	5.3	6.9	1.2	519	<2	<2	<2	<2	525	5.8	6.9	0.4	513	<2	2	<2	<2	<2	537	
Aug-14	4.1	6.9	1.0	509	<2	<2	<2	<2	525	5.4	7.0	0.4	504	<2	<2	<2	<2	<2	565	
Sep-14	4.9	6.8	1.2	675	<2	<2	<2	<2	533	6.2	6.9	0.4	476	<2	2	<2	<2	<2	555	
Oct-14	4.5	6.8	1.2	500	<2	<2	<2	<2	552	2.9	7.0	0.4	479	<2	<2	<2	<2	<2	585	
Nov-14	4.3	6.7	1.2	481	<2	2	<2	<2	571	0.4	7.1	0.5	493	<2	2	<2	<2	<2	575	
Dec-14	0.5	6.9	0.8	526	<2	2	<2	<2	561	0.3	7.1	0.4	591	<2	2	<2	<2	<2	556	
Avg	4.6	6.8	1.1	503	<2	<2	<2	<2	528	3.2	6.9	0.5	553	<2	2	<2	<2	<2	556	
Min	0.5	6.7	0.8	477	<2	<2	<2	<2	490	0.0	6.7	0.3	476	<2	<2	<2	<2	<2	537	
Max	6.7	6.9	1.5	526	<2	2	<2	<2	572	6.4	7.1	0.7	689	<2	2	<2	<2	<2	575	

Table No. 7b

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report

RP-1 (M-001B) Effluent Monthly Inorganic & Organic Data

Date	Total Hardness mg/L	HCO <sub>3</sub> <sup>-</sup> mg/L	B mg/L	Ca mg/L	CO <sub>2</sub> <sup>-</sup> mg/L	Cl mg/L	F mg/L	Mg mg/L	Na mg/L	SO <sub>4</sub> mg/L	Ca <sub>T</sub> TR mg/L	Cr <sub>T</sub> Total mg/L	Cu <sub>T</sub> TR mg/L	Pb <sub>T</sub> TR mg/L	Hg <sub>T</sub> TR mg/L	Sr <sub>T</sub> TR mg/L	Ag <sub>T</sub> TR mg/L	Zn <sub>T</sub> TR mg/L	Bis(2-ethylhexyl) phthalate μg/L	Bromochloromethane μg/L	CN <sub>T</sub> Free μg/L
Limits																4.1 mo avg: 8.2 max daily			5.9 mo avg: 11.9 max daily		4.2 mo avg: 8.5 max daily
Jan-14	157	136	0.2	46	0	120	0.2	10	111	44	<0.25	0.9	3	<0.5	<0.05	<2	<0.25	22	<2	26	<2
Feb-14	149	122	0.2	44	0	124	0.2	10	104	52	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	24	<2		<2
Mar-14	152	123	0.2	46	0	116	0.2	9	105	53	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	21	<2		<2
Apr-14	162	148	0.2	49	0	123	0.2	10	110	54	<0.25	0.8	2	<0.5	<0.05	<2	0.51	24	<2	28	<2
May-14	163	143	0.3	49	0	132	0.2	10	107	52	<0.25	0.6	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Jun-14	154	158	0.2	47	0	114	0.2	9	102	50	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	22	<2		<2
Jul-14	160	150	0.2	48	0	107	0.2	9	100	58	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	24	<2	32	<2
Aug-14	163	157	0.3	51	0	113	0.2	9	96	59	<0.25	0.9	4	<0.5	<0.05	<2	<0.25	20	<2		<2
Sep-14	162	161	0.3	49	0	119	0.2	10	106	63	<0.25	1.4	5	<0.5	<0.05	<2	<0.25	21	<2		<2
Oct-14	157	159	0.3	47	0	115	0.2	10	109	59	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	22	<2	36	<2
Nov-14	171	141	0.3	50	0	132	0.2	11	116	67	<0.25	1.0	4	<0.5	<0.05	<2	<0.25	22	<2		<2
Dec-14	158	139	0.3	47	0	132	0.3	10	114	80	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	25	<2		<2
Avg	159	145	0.3	48	0	121	0.2	10	107	58	<0.25	0.9	3	<0.5	<0.05	<2	<0.27	23	<2	30	<2
Min	149	122	0.2	44	0	107	0.2	9	96	44	<0.25	<0.5	2	<0.5	<0.05	<2	<0.25	20	<2	26	<2
Max	171	161	0.3	51	0	132	0.3	11	116	80	<0.25	1.4	5	<0.5	<0.05	<2	0.51	25	<2	36	<2

Table No. 8a

RP-1/RP-4 (M-002A) Effluent Monthly Inorganic & Organic Data

Date	Total Hardness mg/L	HCO <sub>3</sub> <sup>-</sup> mg/L	B mg/L	Ca mg/L	CO <sub>2</sub> <sup>-</sup> mg/L	Cl mg/L	F mg/L	Mg mg/L	Na mg/L	SO <sub>4</sub> mg/L	Ca <sub>T</sub> TR mg/L	Cr <sub>T</sub> Total mg/L	Cu <sub>T</sub> TR mg/L	Pb <sub>T</sub> TR mg/L	Hg <sub>T</sub> TR mg/L	Sr <sub>T</sub> TR mg/L	Ag <sub>T</sub> TR mg/L	Zn <sub>T</sub> TR mg/L	Bis(2-ethylhexyl) phthalate μg/L	Bromochloromethane μg/L	CN <sub>T</sub> Free μg/L
Limits																4.1 mo avg: 8.2 max daily			5.9 mo avg: 11.9 max daily		4.2 mo avg: 8.5 max daily
Jan-14	159	133	0.2	47	0	119	0.2	10	117	57	<0.25	0.8	3	<0.5	<0.05	<2	<0.25	23	<2	17	<2
Feb-14	149	111	0.2	43	0	123	0.2	10	114	80	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Mar-14	148	114	0.2	45	0	116	0.2	9	109	65	<0.25	0.8	2	<0.5	<0.05	<2	<0.25	22	<2		<2
Apr-14	161	132	0.2	48	0	124	0.2	10	118	80	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	24	<2	19	<2
May-14	168	136	0.3	51	0	134	0.2	10	117	69	<0.25	0.6	2	<0.5	<0.05	<2	<0.25	25	<2		<2
Jun-14	150	149	0.2	46	0	115	0.2	8	105	66	<0.25	0.7	2	<0.5	<0.05	<2	<0.25	21	<2		<2
Jul-14	163	147	0.2	50	0	99	0.2	9	108	66	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	25	<2	24	<2
Aug-14	166	156	0.3	52	0	113	0.2	9	101	71	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	19	<2		<2
Sep-14	164	149	0.3	49	0	121	0.2	10	112	78	<0.25	1.0	4	<0.5	<0.05	<2	<0.25	21	<2		<2
Oct-14	156	156	0.3	46	0	115	0.2	10	110	70	<0.25	1.0	3	<0.5	<0.05	<2	<0.25	22	<2	28	<2
Nov-14	167	141	0.3	49	0	128	0.2	10	122	81	<0.25	1.1	4	<0.5	<0.05	<2	<0.25	22	<2		<2
Dec-14	159	131	0.3	47	0	121	0.3	10	122	93	<0.25	<0.5	5	<0.5	<0.05	<2	<0.25	25	<2		<2
Avg	159	138	0.3	48	0	119	0.2	10	113	73	<0.25	0.8	3	<0.5	<0.05	<2	<0.25	23	<2	22	<2
Min	148	111	0.2	43	0	99	0.2	8	101	57	<0.25	<0.5	2	<0.5	<0.05	<2	<0.25	19	<2	17	<2
Max	168	156	0.3	52	0	134	0.3	10	122	93	<0.25	1.1	5	<0.5	<0.05	<2	<0.25	25	<2	28	<2

Table No. 8b

\*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with 18-2009-0021

Inland Empire Utilities Agency  
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report

RP-5 (M-003) Effluent Monthly Inorganic Data

Date	RP-5 (M-003) Effluent Monthly Inorganic Data														Table No. 8c							
	Total Hardness	HCO <sub>3</sub> <sup>-</sup>	B	Ca	CO <sub>2</sub>	Cl	F	Mg	Na	SO <sub>4</sub>	Cd	Cr, Total	Cu	Pb	Hg	Sr	Ag	Zn	Bis(2-ethylhexyl) phthalate	Bromochloromethane	CN, Free	
mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	
Jan-14	131	142	0.1	39	0	125	0.1	8	27	57	<0.25	0.9	7	<0.5	<0.05	<2	<0.25	38	<2	46 mo avg: 92 max daily	4.6 mo avg: 7.3 max daily	
Feb-14	180	132	0.2	53	0	131	0.1	11	91	51	<0.25	0.9	6	<0.5	<0.05	<2	<0.25	43	<2	22	<2	
Mar-14	179	137	0.2	54	0	123	0.1	11	98	60	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	30	<2	18	<2	
Apr-14	191	120	0.3	57	0	154	0.1	12	109	63	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	31	<2	22	<2	
May-14	197	141	0.3	58	0	140	0.4	13	114	72	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	27	<2	30	<2	
Jun-14	179	147	0.3	54	0	130	0.2	11	101	67	<0.25	0.8	4	<0.5	<0.05	<2	<0.25	25	<2	26	<2	
Jul-14	212	149	0.3	63	0	133	0.2	14	114	71	<0.25	0.7	6	<0.5	<0.05	<2	<0.25	33	<2	36	<2	
Aug-14																						
Sep-14																						
Oct-14																						
Nov-14	204	123	0.3	61	0	146	0.1	13	106	79	0.38	1.1	8	<0.5	<0.05	<2	<0.25	40	<2	21	<2	
Dec-14	200	118	0.3	61	0	145	0.1	12	103	68	<0.25	<0.5	7	<0.5	<0.05	<2	<0.25	41	<2	25	<2	
Avg	186	134	0.3	56	0	136	0.2	12	96	65	<0.26	0.8	6	<0.5	<0.05	<2	<0.25	34	<2	25	<2	
Min	131	118	0.1	39	0	123	0.1	8	27	51	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	25	<2	18	<2	
Max	212	149	0.3	63	0	154	0.4	14	114	79	0.38	1.1	8	<0.5	<0.05	<2	<0.25	43	<2	36	<2	

CCWRP (M-004) Effluent Monthly Inorganic Data

Date	CCWRP (M-004) Effluent Monthly Inorganic Data														Table No. 8d						
	Total Hardness	HCO <sub>3</sub> <sup>-</sup>	B	Ca	CO <sub>2</sub>	Cl	F	Mg	Na	SO <sub>4</sub>	Cd	Cr, Total	Cu	Pb	Hg	Sr	Ag	Zn	Bis(2-ethylhexyl) phthalate	Bromochloromethane	CN, Free
mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L	μg/L
Jan-14	175	139	0.3	49	0	133	0.1	13	121	66	<0.25	0.9	6	<0.5	<0.05	<2	<0.25	26	<2	39	4.1 mo avg: 6.5 max daily
Feb-14	165	128	0.2	49	0	140	0.1	11	106	65	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	32	<2		<2
Mar-14	160	113	0.2	47	0	146	0.1	10	118	68	<0.25	0.9	6	<0.5	<0.05	2	<0.25	34	<2		<2
Apr-14	178	135	0.3	53	0	146	<0.1	11	122	75	<0.25	1.0	6	<0.5	<0.05	<2	<0.25	44	<2	38	<2
May-14	179	89	0.3	53	0	152	0.2	11	172	189	<0.25	0.9	5	<0.5	<0.05	<2	<0.25	43	<2		<2
Jun-14	170	110	0.2	50	0	145	0.2	11	121	102	<0.25	0.9	9	<0.5	<0.05	<2	<0.25	34	<2		<2
Jul-14	182	114	0.3	54	0	136	0.2	11	124	105	<0.25	0.8	6	<0.5	<0.05	<2	<0.25	46	<2	28	<2
Aug-14	191	124	0.3	57	0	143	0.1	12	107	78	<0.25	1.4	8	<0.5	<0.05	<2	<0.25	54	<2		<2
Sep-14	166	110	0.3	47	0	157	0.1	12	128	102	<0.25	1.2	9	<0.5	<0.05	<2	<0.25	38	<2	39	<2
Oct-14	167	126	0.3	46	0	158	0.1	12	126	87	<0.25	1.3	6	<0.5	<0.05	<2	<0.25	40	<2	41	<2
Nov-14	177	125	0.3	53	0	142	0.3	11	115	78	<0.25	1.3	6	<0.5	<0.05	<2	0.34	40	<2		<2
Dec-14	182	128	0.3	55	0	137	0.2	11	106	72	<0.25	0.5	5	<0.5	<0.05	<2	<0.25	49	<2		<2
Avg	174	120	0.3	51	0	145	0.2	11	122	91	<0.25	1.0	6	<0.5	<0.05	<2	<0.26	40	<2	37	<2
Min	160	89	0.2	46	0	133	0.1	10	106	65	<0.25	<0.5	5	<0.5	<0.05	<2	<0.25	26	<2	28	<2
Max	191	139	0.3	57	0	158	0.3	13	172	189	<0.25	1.4	9	<0.5	<0.05	2	0.34	54	<2	41	<2

\*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with RB-2009-0021

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Table No. 9a

RP-1 (M-001B) Effluent Quarterly Data

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	30	<1	<2	13	<1	3
Feb-14	32	<1	<2	15	<1	3
Mar-14	103	<1	<2	14	<1	3
Apr-14	<25	<1	<2	14	<1	3
May-14	34	<1	<2	17	<1	3
Jun-14	47	<1	<2	17	<1	2
Jul-14	38	<1	<2	13	<1	3
Aug-14	37	<1	<2	15	<1	2
Sep-14	40	<1	<2	15	<1	2
Oct-14	37	<1	<2	17	<1	3
Nov-14	37	<1	<2	15	<1	3
Dec-14	33	<1	<2	15	<1	3
Avg	41	<1	<2	15	<1	3
Min	<25	<1	<2	13	<1	2
Max	103	<1	<2	17	<1	3

Table No. 9b

RP-1 (M-002A) Effluent Quarterly Data

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	28	<1	<2	13	<1	3
Feb-14	32	<1	<2	15	<1	2
Mar-14	110	<1	<2	14	<1	3
Apr-14	<25	<1	<2	14	<1	2
May-14	34	<1	<2	17	<1	2
Jun-14	44	<1	<2	17	<1	2
Jul-14	40	<1	<2	13	<1	3
Aug-14	36	<1	<2	15	<1	2
Sep-14	43	<1	<2	15	<1	2
Oct-14	35	<1	<2	17	<1	2
Nov-14	40	<1	<2	14	<1	3
Dec-14	45	<1	<2	15	<1	3
Avg	43	<1	<2	15	<1	3
Min	<25	<1	<2	13	<1	2
Max	110	<1	<2	17	<1	3

Table No. 9c

CCWRf (M-004) Effluent Quarterly Data

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	<25	<1	<2	13	<1	2
Feb-14	<25	<1	<2	11	<1	2
Mar-14	<25	<1	<2	8	<1	3
Apr-14	30	<1	<2	12	<1	4
May-14	43	<1	<2	14	<1	4
Jun-14	35	<1	<2	11	<1	3
Jul-14	46	<1	<2	15	<1	3
Aug-14	77	<1	<2	17	<1	4
Sep-14	34	<1	<2	14	<1	3
Oct-14	46	<1	2	14	<1	2
Nov-14	67	<1	2	15	<1	2
Dec-14	44	<1	2	18	<1	2
Avg	41	<1	<2	14	<1	3
Min	<25	<1	<2	8	<1	2
Max	77	<1	2	18	<1	4

Table No. 9d

RP-5 (M-003) Effluent Quarterly Data

Date	Al, TR µg/L	Sb, TR µg/L	As, TR µg/L	Ba, TR µg/L	Co, TR µg/L	Ni, TR µg/L
Jan-14	54	<1	<2	26	<1	2
Feb-14	<25	<1	<2	26	<1	2
Mar-14	<25	<1	<2	18	<1	3
Apr-14	59	<1	<2	16	<1	3
May-14	43	<1	<2	12	<1	3
Jun-14	30	<1	<2	18	<1	3
Jul-14	66	<1	<2	19	<1	3
Aug-14						
Sep-14						
Oct-14						
Nov-14	41	<1	2	22	<1	2
Dec-14	<25	<1	<2	27	<1	2
Avg	41	<1	<2	20	<1	3
Min	<25	<1	<2	12	<1	2
Max	66	<1	2	27	<1	3

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Table No. 10

Mo-Yr	Discharged Eff Flow				TIN				Agency-wide TIN					
	RP1/RP4	RP5	CC	MGD	RP1/RP4	RP5	CC	Discharge	Limit	12-MIRA	flow-wt.	total	flow-wt.	total
	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day
Jan-14	10.6	3.5	6.0	6.7	6.7	190	4.1	200	5.9	990	8	5,338	8	5,338
Feb-14	15.7	4.6	5.2	6.8	5.6	210	4.3	180	6.1	1,280	8	5,338	8	5,338
Mar-14	17.8	5.1	5.8	6.1	4.6	190	4.3	210	5.5	1,300	8	5,338	8	5,338
Apr-14	8.0	3.8	3.1	5.1	5.7	180	4.9	130	5.2	650	8	5,338	8	5,338
May-14	4.5	3.1	1.1	5.6	4.4	120	5.8	50	5.2	380	8	5,338	8	5,338
Jun-14	3.2	2.1	0.7	4.1	4.4	80	5.5	30	4.4	220	8	5,338	8	5,338
Jul-14	4.7	0.4	0.8	3.3	4.2	10	4.9	30	3.5	170	8	5,338	8	5,338
Aug-14	6.1	0.0	1.2	3.0	6.1	0	6.1	60	3.5	210	8	5,338	8	5,338
Sep-14	6.1	0.0	2.2	3.8	6.0	0	5.0	90	4.1	280	8	5,338	8	5,338
Oct-14	7.7	0.0	5.9	5.0	6.5	0	4.7	230	4.9	550	8	5,338	8	5,338
Nov-14	14.1	1.8	8.4	6.4	8.0	120	4.8	340	5.9	1,210	8	5,338	8	5,338
Dec-14	30.9	9.1	6.9	6.2	6.8	520	5.0	290	6.2	2,410	8	5,338	8	5,338
Avg	10.8	2.8	3.9	5.2	5.7	140	5.0	150	5.0	800	8	5,338	8	5,338
Min	3.2	0.0	0.7	3.0	4.2	0	4.1	30	3.5	170	8	5,338	8	5,338
Max	30.9	9.1	8.4	6.8	8.0	520	6.1	340	6.2	2,410	8	5,338	8	5,338



## **APPENDIX B**

### **RECYCLED WATER**

### **COMPLIANCE DATA**



**INLAND EMPIRE UTILITIES AGENCY**

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RP-1 (M-001B) Effluent Remaining Priority Pollutants**

Table 18a

RP-1 (M-001B) Effluent Remaining Priority Pollutant Metals, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1

RP-1 (M-001B) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L

1,1,1-Trichloroethane							<1		<1				<1
1,1,2,2-Tetrachloroethane							<0.5		<0.5				<0.5
1,1,2-Trichloroethane							<1		<1				<1
1,1-Dichloroethane							<0.5		<0.5				<0.5
1,1-Dichloroethene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,2-Dichloroethane							<1		<1				<1
1,2-Dichloropropane							<0.5		<0.5				<0.5
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2-Chloroethyl vinyl ether							<1		<1				<1
Benzene							<1		<1				<1
Bromodichloromethane							32		28				32
Bromoform							<1		<1				<1
Bromomethane							<1		<1				<1
Carbon tetrachloride							<1		<1				<1
Chlorobenzene							<1		<1				<1
Chloroethane							<1		<1				<1
Chloroform							90		55				90
Chloromethane							<1		<1				<1
cis-1,3-Dichloropropene							<1		<1				<1
Dibromochloromethane							6		7				7
Ethylbenzene							<1		<1				<1
Methylene chloride							<1		<1				<1
Tetrachloroethene							<1		<1				<1
Toluene							<1		<1				<1
trans-1,2-Dichloroethene							<0.5		<0.5				<0.5
trans-1,3-Dichloropropene							<1		<1				<1
Trichloroethene							<1		<1				<1
Trichlorofluoromethane							<2		<2				<2
Vinyl chloride							<1		<1				<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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**RP-1 (M-001B) Effluent Remaining Priority Pollutants**

**Table 18b**

**RP-1 (M-001B) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2,4,6-Trichlorophenol							<1		<1				<1
2,4-Dichlorophenol							<2		<2				<2
2,4-Dimethylphenol							<1		<1				<1
2,4-Dinitrophenol							<3		<3				<3
2,4-Dinitrotoluene							<1		<1				<1
2,6-Dinitrotoluene							<2		<2				<2
2-Chloronaphthalene							<1		<1				<1
2-Chlorophenol							<1		<1				<1
2-Methyl-4,6-dinitrophenol							<2		<2				<2
2-Nitrophenol							<1		<1				<1
3,3-Dichlorobenzidine							<5		<5				<5
4-Bromophenyl phenyl ether							<1		<1				<1
4-Chloro-3-methylphenol							<1		<1				<1
4-Chlorophenyl phenyl ether							<1		<1				<1
4-Nitrophenol							<3		<3				<3
Acenaphthene							<1		<1				<1
Acenaphthylene							<1		<1				<1
Anthracene							<1		<1				<1
Azobenzene							<1		<1				<1
Benzidine							<5		<5				<5
Benzo(a)anthracene							<5		<5				<5
Benzo(a)pyrene							<1		<1				<1
Benzo(b)fluoranthene							<1		<1				<1
Benzo(g,h,i)perylene							<2		<2				<2
Benzo(k)fluoranthene							<1		<1				<1
Bis(2-chloroethoxy)methane							<2		<2				<2
Bis(2-chloroethyl)ether							<1		<1				<1
Bis(2-chloroisopropyl)ether							<1		<1				<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1		<1				<1
Chrysene							<1		<1				<1
Dibenzo(a,h)anthracene							<1		<1				<1
Diethyl phthalate							<2		<2				<2
Dimethyl phthalate							<1		<1				<1
Di-n-butyl phthalate							<1		<1				<1
Di-n-octyl phthalate							<1		<1				<1
Fluoranthene							<1		<1				<1
Fluorene							<1		<1				<1
Hexachlorobenzene							<1		<1				<1
Hexachlorobutadiene							<1		<1				<1
Hexachlorocyclopentadiene							<5		<5				<5
Hexachloroethane							<1		<1				<1
Indeno(1,2,3-cd)pyrene							<2		<2				<2
Isophorone							<1		<1				<1
Naphthalene							<1		<1				<1
Nitrobenzene							<1		<1				<1
N-Nitrosodimethylamine							<1		<1				<1
N-Nitroso-di-n-propylamine							<1		<1				<1
N-Nitrosodiphenylamine							<1		<1				<1
Pentachlorophenol							<2		<2				<2
Phenanthrene							<1		<1				<1
Phenol							<1		<1				<1
Pyrene							<1		<1				<1

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**RP-1 (M-001B) Effluent Remaining Priority Pollutants**

Table 18c

RP-1 (M-001B) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
<b>RP-1 (M-001B) Effluent Semiannual Dioxins &amp; Furans, pg/L (reported values based on detection limit)</b>													
2,3,7,8-TetraCDD							<5						<5.0

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**RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants**

**Table 19a**

**RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutant Metals, µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1

**RP-1/RP-4 (M-002A) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L**

1,1,1-Trichloroethane							<1	<1					<1
1,1,2,2-Tetrachloroethane							<0.5	<0.5					<0.5
1,1,2-Trichloroethane							<1	<1					<1
1,1-Dichloroethane							<0.5	<0.5					<0.5
1,1-Dichloroethene							<1	<1					<1
1,2-Dichlorobenzene							<1	<1					<1
1,2-Dichloroethane							<1	<1					<1
1,2-Dichloropropane							<0.5	<0.5					<0.5
1,3-Dichlorobenzene							<1	<1					<1
1,4-Dichlorobenzene							<1	<1					<1
2-Chloroethyl vinyl ether							<1	<1					<1
Benzene							<1	<1					<1
Bromodichloromethane							31	33					33
Bromoform							<1	<1					<1
Bromomethane							<1	<1					<1
Carbon tetrachloride							<1	<1					<1
Chlorobenzene							<1	<1					<1
Chloroethane							<1	<1					<1
Chloroform							78	67					78
Chloromethane							<1	<1					<1
cis-1,3-Dichloropropene							<1	<1					<1
Dibromochloromethane							7	9					9
Ethylbenzene							<1	<1					<1
Methylene chloride							<1	<1					<1
Tetrachloroethene							<1	<1					<1
Toluene							<1	<1					<1
trans-1,2-Dichloroethene							<0.5	<0.5					<0.5
trans-1,3-Dichloropropene							<1	<1					<1
Trichloroethene							<1	<1					<1
Trichlorofluoromethane							<2	<2					<2
Vinyl chloride							<1	<1					<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

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RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants

Table 19b

RP-1/RP-4 (M-002A) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1	<1					<1
1,2-Dichlorobenzene							<1	<1					<1
1,3-Dichlorobenzene							<1	<1					<1
1,4-Dichlorobenzene							<1	<1					<1
2,4,6-Trichlorophenol							<1	<1					<1
2,4-Dichlorophenol							<2	<2					<2
2,4-Dimethylphenol							<1	<1					<1
2,4-Dinitrophenol							<3	<3					<3
2,4-Dinitrotoluene							<1	<1					<1
2,6-Dinitrotoluene							<2	<2					<2
2-Chloronaphthalene							<1	<1					<1
2-Chlorophenol							<1	<1					<1
2-Methyl-4,6-dinitrophenol							<2	<2					<2
2-Nitrophenol							<1	<1					<1
3,3-Dichlorobenzidine							<5	<5					<5
4-Bromophenyl phenyl ether							<1	<1					<1
4-Chloro-3-methylphenol							<1	<1					<1
4-Chlorophenyl phenyl ether							<1	<1					<1
4-Nitrophenol							<3	<3					<3
Acenaphthene							<1	<1					<1
Acenaphthylene							<1	<1					<1
Anthracene							<1	<1					<1
Azobenzene							<1	<1					<1
Benzidine							<5	<5					<5
Benzo(a)anthracene							<5	<5					<5
Benzo(a)pyrene							<1	<1					<1
Benzo(b)fluoranthene							<1	<1					<1
Benzo(g,h,i)perylene							<2	<2					<2
Benzo(k)fluoranthene							<1	<1					<1
Bis(2-chloroethoxy)methane							<2	<2					<2
Bis(2-chloroethyl)ether							<1	<1					<1
Bis(2-chloroisopropyl)ether							<1	<1					<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1	<1					<1
Chrysene							<1	<1					<1
Dibenzo(a,h)anthracene							<1	<1					<1
Diethyl phthalate							<2	<2					<2
Dimethyl phthalate							<1	<1					<1
Di-n-butyl phthalate							<1	<1					<1
Di-n-octyl phthalate							<1	<1					<1
Fluoranthene							<1	<1					<1
Fluorene							<1	<1					<1
Hexachlorobenzene							<1	<1					<1
Hexachlorobutadiene							<1	<1					<1
Hexachlorocyclopentadiene							<5	<5					<5
Hexachloroethane							<1	<1					<1
Indeno(1,2,3-cd)pyrene							<2	<2					<2
Isophorone							<1	<1					<1
Naphthalene							<1	<1					<1
Nitrobenzene							<1	<1					<1
N-Nitrosodimethylamine							<1	<1					<1
N-Nitroso-di-n-propylamine							<1	<1					<1
N-Nitrosodiphenylamine							<1	<1					<1
Pentachlorophenol							<2	<2					<2
Phenanthrene							<1	<1					<1
Phenol							<1	<1					<1
Pyrene							<1	<1					<1

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**RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants**

**Table 19c**

**RP-1/RP-4 (M-002A) Effluent Pesticides (EPA Method 608), µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006	<0.006					<0.006
4,4-DDE							<0.006	<0.006					<0.006
4,4-DDT							<0.008	<0.008					<0.008
Aldrin							<0.004	<0.004					<0.004
Alpha-BHC							<0.008	<0.008					<0.008
Beta-BHC							<0.005	<0.005					<0.005
Delta-BHC							<0.007	<0.007					<0.007
Dieldrin							<0.006	<0.006					<0.006
Endosulfan I							<0.01	<0.01					<0.01
Endosulfan II							<0.007	<0.007					<0.007
Endosulfan Sulfate							<0.009	<0.009					<0.009
Endrin							<0.009	<0.009					<0.009
Endrin aldehyde							<0.006	<0.006					<0.006
Gamma-BHC							<0.01	<0.01					<0.01
Heptachlor							<0.006	<0.006					<0.006
Heptachlor epoxide							<0.007	<0.007					<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
<b>RP-1/RP-4 (M-002A) Effluent Semiannual Dioxins &amp; Furans, pg/L (reported values based on detection limit)</b>													
2,3,7,8-TetraCDD							<5						<5.00

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RP-5 (M-003) Effluent Remaining Priority Pollutants**

Table 20a

**RP-5 (M-003) Effluent Remaining Priority Pollutant Metals, µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1

**RP-5 (M-003) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L**

1,1,1-Trichloroethane			<1				<1						<1
1,1,2,2-Tetrachloroethane			<0.5				<0.5						<0.5
1,1,2-Trichloroethane			<1				<1						<1
1,1-Dichloroethane			<0.5				<0.5						<0.5
1,1-Dichloroethene			<1				<1						<1
1,2-Dichlorobenzene			<1				<1						<1
1,2-Dichloroethane			<1				<1						<1
1,2-Dichloropropane			<0.5				<0.5						<0.5
1,3-Dichlorobenzene			<1				<1						<1
1,4-Dichlorobenzene			<1				<1						<1
2-Chloroethyl vinyl ether			<1				<1						<1
Benzene			<1				<1						<1
Bromodichloromethane			26				36						36
Bromoform			<1				<1						<1
Bromomethane			<1				<1						<1
Carbon tetrachloride			<1				<1						<1
Chlorobenzene			<1				<1						<1
Chloroethane			<1				<1						<1
Chloroform			38				64						64
Chloromethane			<1				<1						<1
cis-1,3-Dichloropropene			<1				<1						<1
Dibromochloromethane			9				12						12
Ethylbenzene			<1				<1						<1
Methylene chloride			<1				<1						<1
Tetrachloroethene			<1				<1						<1
Toluene			<1				<1						<1
trans-1,2-Dichloroethene			<0.5				<0.5						<0.5
trans-1,3-Dichloropropene			<1				<1						<1
Trichloroethene			<1				<1						<1
Trichlorofluoromethane			<2				<2						<2
Vinyl chloride			<1				<1						<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

**INLAND EMPIRE UTILITIES AGENCY**

**Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report**

**RP-5 (M-003) Effluent Remaining Priority Pollutants**

Table 20b

RP-5 (M-003) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1						<1
1,2-Dichlorobenzene							<1						<1
1,3-Dichlorobenzene							<1						<1
1,4-Dichlorobenzene							<1						<1
2,4,6-Trichlorophenol							<1						<1
2,4-Dichlorophenol							<2						<2
2,4-Dimethylphenol							<1						<1
2,4-Dinitrophenol							<3						<3
2,4-Dinitrotoluene							<1						<1
2,6-Dinitrotoluene							<2						<2
2-Chloronaphthalene							<1						<1
2-Chlorophenol							<1						<1
2-Methyl-4,6-dinitrophenol							<2						<2
2-Nitrophenol							<1						<1
3,3-Dichlorobenzidine							<5						<5
4-Bromophenyl phenyl ether							<1						<1
4-Chloro-3-methylphenol							<1						<1
4-Chlorophenyl phenyl ether							<1						<1
4-Nitrophenol							<3						<3
Acenaphthene							<1						<1
Acenaphthylene							<1						<1
Anthracene							<1						<1
Azobenzene							<1						<1
Benzidine							<5						<5
Benzo(a)anthracene							<5						<5
Benzo(a)pyrene							<1						<1
Benzo(b)fluoranthene							<1						<1
Benzo(g,h,i)perylene							<2						<2
Benzo(k)fluoranthene							<1						<1
Bis(2-chloroethoxy)methane							<2						<2
Bis(2-chloroethyl)ether							<1						<1
Bis(2-chloroisopropyl)ether							<1						<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1						<1
Chrysene							<1						<1
Dibenzo(a,h)anthracene							<1						<1
Diethyl phthalate							<2						<2
Dimethyl phthalate							<1						<1
Di-n-butyl phthalate							<1						<1
Di-n-octyl phthalate							<1						<1
Fluoranthene							<1						<1
Fluorene							<1						<1
Hexachlorobenzene							<1						<1
Hexachlorobutadiene							<1						<1
Hexachlorocyclopentadiene							<5						<5
Hexachloroethane							<1						<1
Indeno(1,2,3-cd)pyrene							<2						<2
Isophorone							<1						<1
Naphthalene							<1						<1
Nitrobenzene							<1						<1
N-Nitrosodimethylamine							<1						<1
N-Nitroso-di-n-propylamine							<1						<1
N-Nitrosodiphenylamine							<1						<1
Pentachlorophenol							<2						<2
Phenanthrene							<1						<1
Phenol							<1						<1
Pyrene							<1						<1



**INLAND EMPIRE UTILITIES AGENCY**

**Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report**

**RP-5 (M-003) Effluent Remaining Priority Pollutants**

**Table 20c**

**RP-5 (M-003) Effluent Pesticides (EPA Method 608), µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
<b>RP-5 (M-003) Effluent Semiannual Dioxins &amp; Furans, pg/L (reported values based on detection limit)</b>													
2,3,7,8-TetraCDD	<2						3						3

**INLAND EMPIRE UTILITIES AGENCY**

**Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report  
CCWRF (M-004) Effluent Remaining Priority Pollutants**

**Table 21a**

**CCWRF (M-004) Effluent Remaining Priority Pollutant Metals, µg/L**

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1

**CCWRF (M-004) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L**

1,1,1-Trichloroethane							<1		<1				<1
1,1,2,2-Tetrachloroethane							<0.5		<0.5				<0.5
1,1,2-Trichloroethane							<1		<1				<1
1,1-Dichloroethane							<0.5		<0.5				<0.5
1,1-Dichloroethene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,2-Dichloroethane							<1		<1				<1
1,2-Dichloropropane							<0.5		<0.5				<0.5
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2-Chloroethyl vinyl ether							<1		<1				<1
Benzene							<1		<1				<1
Bromodichloromethane							28		35				35
Bromoform							<1		9				9
Bromomethane							<1		<1				<1
Carbon tetrachloride							<1		<1				<1
Chlorobenzene							<1		<1				<1
Chloroethane							<1		<1				<1
Chloroform							45		22				45
Chloromethane							<1		<1				<1
cis-1,3-Dichloropropene							<1		<1				<1
Dibromochloromethane							10		33				33
Ethylbenzene							<1		<1				<1
Methylene chloride							<1		<1				<1
Tetrachloroethene							<1		<1				<1
Toluene							<1		<1				<1
trans-1,2-Dichloroethene							<0.5		<0.5				<0.5
trans-1,3-Dichloropropene							<1		<1				<1
Trichloroethene							<1		<1				<1
Trichlorofluoromethane							<2		<2				<2
Vinyl chloride							<1		<1				<1
Acrolein							<2						<2
Acrylonitrile							<2						<2

**INLAND EMPIRE UTILITIES AGENCY**

**Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report**

**CCWRF (M-004) Effluent Remaining Priority Pollutants**

Table 21b

CCWRF (M-004) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene							<1		<1				<1
1,2-Dichlorobenzene							<1		<1				<1
1,3-Dichlorobenzene							<1		<1				<1
1,4-Dichlorobenzene							<1		<1				<1
2,4,6-Trichlorophenol							<1		<1				<1
2,4-Dichlorophenol							<2		<2				<2
2,4-Dimethylphenol							<1		<1				<1
2,4-Dinitrophenol							<3		<3				<3
2,4-Dinitrotoluene							<1		<1				<1
2,6-Dinitrotoluene							<2		<2				<2
2-Chloronaphthalene							<1		<1				<1
2-Chlorophenol							<1		<1				<1
2-Methyl-4,6-dinitrophenol							<2		<2				<2
2-Nitrophenol							<1		<1				<1
3,3-Dichlorobenzidine							<5		<5				<5
4-Bromophenyl phenyl ether							<1		<1				<1
4-Chloro-3-methylphenol							<1		<1				<1
4-Chlorophenyl phenyl ether							<1		<1				<1
4-Nitrophenol							<3		<3				<3
Acenaphthene							<1		<1				<1
Acenaphthylene							<1		<1				<1
Anthracene							<1		<1				<1
Azobenzene							<1		<1				<1
Benzidine							<5		<5				<5
Benzo(a)anthracene							<5		<5				<5
Benzo(a)pyrene							<1		<1				<1
Benzo(b)fluoranthene							<1		<1				<1
Benzo(g,h,i)perylene							<2		<2				<2
Benzo(k)fluoranthene							<1		<1				<1
Bis(2-chloroethoxy)methane							<2		<2				<2
Bis(2-chloroethyl)ether							<1		<1				<1
Bis(2-chloroisopropyl)ether							<1		<1				<1
Bis(2-ethylhexyl)phthalate	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Butyl benzyl phthalate							<1		<1				<1
Chrysene							<1		<1				<1
Dibenzo(a,h)anthracene							<1		<1				<1
Diethyl phthalate							<2		7				7
Dimethyl phthalate							<1		<1				<1
Di-n-butyl phthalate							<1		<1				<1
Di-n-octyl phthalate							<1		<1				<1
Fluoranthene							<1		<1				<1
Fluorene							<1		<1				<1
Hexachlorobenzene							<1		<1				<1
Hexachlorobutadiene							<1		<1				<1
Hexachlorocyclopentadiene							<5		<5				<5
Hexachloroethane							<1		<1				<1
Indeno(1,2,3-cd)pyrene							<2		<2				<2
Isophorone							<1		<1				<1
Naphthalene							<1		<1				<1
Nitrobenzene							<1		<1				<1
N-Nitrosodimethylamine							<1		<1				<1
N-Nitroso-di-n-propylamine							<1		<1				<1
N-Nitrosodiphenylamine							<1		<1				<1
Pentachlorophenol							<2		<2				<2
Phenanthrene							<1		<1				<1
Phenol							<1		<1				<1
Pyrene							<1		<1				<1

**INLAND EMPIRE UTILITIES AGENCY**

**Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2014 NPDES Annual Report  
CCWRF (M-004) Effluent Remaining Priority Pollutants**

Table 21c

CCWRF (M-004) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD							<0.006						<0.006
4,4-DDE							<0.006						<0.006
4,4-DDT							<0.008						<0.008
Aldrin							<0.004						<0.004
Alpha-BHC							<0.008						<0.008
Beta-BHC							<0.005						<0.005
Delta-BHC							<0.007						<0.007
Dieldrin							<0.006						<0.006
Endosulfan I							<0.01						<0.01
Endosulfan II							<0.007						<0.007
Endosulfan Sulfate							<0.009						<0.009
Endrin							<0.009						<0.009
Endrin aldehyde							<0.006						<0.006
Gamma-BHC							<0.01						<0.01
Heptachlor							<0.006						<0.006
Heptachlor epoxide							<0.007						<0.007
Chlordane							<0.1						<0.1
PCB-1016							<0.5						<0.5
PCB-1221							<0.5						<0.5
PCB-1232							<0.5						<0.5
PCB-1242							<0.5						<0.5
PCB-1248							<0.5						<0.5
PCB-1254							<0.5						<0.5
PCB-1260							<0.5						<0.5
Toxaphene							<0.5						<0.5
<b>CCWRF (M-004) Effluent Semiannual Dioxins &amp; Furans, pg/L (reported values based on detection limit)</b>													
2,3,7,8-TetraCDD	<2						<2						<2

## **APPENDIX C**

### **RECYCLED WATER**

### **USERS AND DEMANDS**

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
C W FARMS IV	Agricultural	520.11
Cal Poly Pomona	Agricultural	832.20
Cleveland Farm	Agricultural	308.19
CLEVELAND FARM #1	Agricultural	539.80
CW Farms	Agricultural	736.45
CW Farms II	Agricultural	97.65
CW Farms III	Agricultural	391.63
H PLACENICIA NURSERY	Agricultural	84.95
La Brucherie Farms	Agricultural	376.56
Nyenhius Dairy	Agricultural	701.18
Superior Sod	Agricultural	354.17
Superior Sod #4	Agricultural	168.65
SUPERIOR SOD AIRPORT #1	Agricultural	287.28
Viaverde Nursery	Agricultural	3.62
WESTSTEYN DAIRY	Agricultural	898.13
Subtotal Agricultural Usage		6,300.56
BOBERG ENGINEERING	Construction	59.52
BOBERG ENGINEERING	Construction	0.37
BRIDGE HOUSING CORPORATION	Construction	6.15
CLARK & SONS CONTRACTING	Construction	30.75
DR Horton	Construction	1.49
Earth Basics	Construction	7.11
HENKELS & MC COY INC	Construction	2.49
HERMAN WEISSKER INC	Construction	0.52
HILLWOOD CONSTRUCTION	Construction	10.47
K HOVNANIAN HOMES	Construction	0.81
KB Homes	Construction	5.05
LENNAR HOMES OF CA	Construction	8.27
LENNAR HOMES OF CA	Construction	9.29
Lewis Operating Corp	Construction	21.56
MAGNUS PACIFIC CONSTRUCTION	Construction	2.61
MC KENNA GENERAL ENGINEERING	Construction	3.74
ORANGE COUNTY WATER DISTRICT	Construction	0.31
PARK WEST RESCOM INC	Construction	43.56
PARKCREST CONSTRUCTION INC	Construction	2.93
PARKCREST CONSTRUCTION INC	Construction	3.67
Portrait Construction, Inc.	Construction	9.28
SANDERS HYDROSEEDING INC	Construction	0.69
Sares Regis Vintage Apartments	Construction	3.64
Standard Pacific	Construction	5.47
STANDARD PACIFIC OF OC	Construction	0.79
STICE COMPANY INC	Construction	4.69

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
TELEPHONE AVE-SIEROTY BLDG	Construction	1.81
WATSON LAND COMPANY	Construction	7.65
WATSON LAND COMPANY	Construction	10.67
Subtotal Construction Usage		265.33
OLS ENERGY CHINO (WAS CALIF COGEN)	Industrial	120.14
Repet Inc	Industrial	19.61
Subtotal Industrial Usage		139.75
AGAVE NEIGHBORHOOD ASSOCIATION	Landscape	10.44
American Power Conversion	Landscape	14.18
Cal Trans	Landscape	7.94
Central Business Owners Assoc	Landscape	4.92
Central Park Industrial PTNRS	Landscape	24.25
Chaffey College	Landscape	9.77
Chandler Real Properties	Landscape	3.20
Chino Development Corporation	Landscape	81.98
Chino Hills Ford	Landscape	7.28
Chino Industrial Commons	Landscape	2.55
Chino Industrial Commons-Owners	Landscape	2.86
CITRUS COMMONS	Landscape	5.74
City of Chino	Landscape	179.19
City of Chino Ayala Park	Landscape	100.65
CITY OF CHINO AYALA PARK	Landscape	12.39
COLLEGE PARK COMMUNITES	Landscape	8.92
College Park Community Assoc	Landscape	44.71
College Park Community Assoc 1	Landscape	6.39
College Park Communtiy Assoc 2	Landscape	7.99
Collins Company	Landscape	1.32
Colonial Electric	Landscape	0.99
CP BUSINESS PARK PARTNERS LP	Landscape	9.51
CT Storage-Chino LLC	Landscape	3.82
DBRS Medical System	Landscape	0.80
Dept. of Corrections State	Landscape	57.82
DO + ABLE Product	Landscape	5.32
DR Horton	Landscape	3.39
DSC Logistics	Landscape	11.48
EDE GROUP INC	Landscape	2.53
El Prado Rd Business Owners	Landscape	4.22
EQUIPMENT WHOLESALERS	Landscape	1.27
EURO-PRO OPERATING INC	Landscape	6.86
EVERBLOOM ENTERPRISE LLC	Landscape	4.24
Evergreen at The Preserve	Landscape	11.41
Evergreen at the Preserve (222671-2)	Landscape	0.58

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
Excel INC	Landscape	4.98
Farrand Enterprises	Landscape	2.28
Funding Resources	Landscape	1.79
FUSION 5 CONDO ASSOCIATION	Landscape	3.68
Garrett Concrete	Landscape	2.91
GILBERT WEST	Landscape	8.25
Gro-Power Inc	Landscape	2.01
HARPER CONSTRUCTION	Landscape	4.46
HILL PHOENIX INC	Landscape	5.50
HYUNDAI-KIA AMERICA	Landscape	1.34
Jasmine Willows HOA	Landscape	2.61
K-8 SCHOOL (PRESERVE)	Landscape	17.70
KB Homes	Landscape	48.53
KB Homes	Landscape	3.32
Kinfine USA Inc	Landscape	3.77
LENNAR HOMES OF CA	Landscape	14.79
LENNAR HOMES OF CA	Landscape	137.06
LENNAR HOMES OF CA	Landscape	2.10
Lewis Operating Corp	Landscape	33.85
Lewis Operating Corp	Landscape	5.05
Majestic Management	Landscape	7.73
MC KESSON MEDICAL	Landscape	7.46
MEF Realty LLC	Landscape	2.35
MONTE VISTA #3	Landscape	11.57
National Distribution Center	Landscape	37.21
NEXGRILL INDUSTRIES INC	Landscape	4.05
NORCO INJECTION MOLDING	Landscape	10.56
Oltmans Construction	Landscape	5.32
OMNIA ITALIAN DESIGN	Landscape	7.98
Panattoni Construction	Landscape	11.08
Preserve Maintenance Corp	Landscape	29.03
Preserve Master Community	Landscape	1.26
Preserve Master Corp	Landscape	16.46
PRESERVE MASTER MAINTENANCE	Landscape	70.71
Quetico Schaefer Properties	Landscape	4.36
RANCHO DEL CHINO LLC	Landscape	5.23
Redbuilt LLC	Landscape	1.85
Redwood Business Center	Landscape	4.17
Richardson, Don	Landscape	107.69
ROADWAY ENGINEERING	Landscape	0.14
SADDLE CREEK CORPORATION	Landscape	6.21
San Bdo County Fairgrounds	Landscape	15.89



**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Chino		
Customer Name	Usage Type	Total Usage (AF)
Sares Regis Vintage Apartments	Landscape	24.58
SCOTT ENGINEERING	Landscape	1.75
SEACOUNTRY HOMES	Landscape	11.35
Shamrock Marketing	Landscape	0.82
SOUTHERN CALIFORNIA EDISON	Landscape	0.50
Standard Pacific	Landscape	10.02
Standard Pacific	Landscape	1.74
Standard Pacific	Landscape	6.16
STANDARD PACIFIC OF OC	Landscape	1.55
STANDARD PACIFIC OF OC	Landscape	11.01
Sundance Spas	Landscape	13.88
Tetherwinds Neighborhood	Landscape	32.66
The Campus Owners Corp	Landscape	6.97
The Preserve Master Community	Landscape	31.21
Trammel Crow So Cal Inc	Landscape	16.98
UMA ENTERPRISES INC	Landscape	3.32
Valbruna	Landscape	2.06
VIRAMONTES EXPRESS	Landscape	21.55
W L Homes	Landscape	26.24
Warehouse Technology	Landscape	11.72
WATSON LAND COMPANY	Landscape	14.52
WELLESLEY NEIGHBORHOOD	Landscape	4.05
WESTERN NATION CONTRACTORS	Landscape	3.71
Woodbury Neighborhood Association	Landscape	6.18
Yin, Zhihua	Landscape	2.43
Yorba Industrial Center	Landscape	12.78
Yoshimura R&D	Landscape	2.80
Yoshimura Racing LLC	Landscape	0.57
Subtotal Landscape Usage		1,618.27
<b>City of Chino Total Usage</b>		<b>8,323.92</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Chino Hills		
Customer Name	Usage Type	Total Usage (AF)
Monte Vista Farmer (1)	Agricultural	12.65
Subtotal Agricultural Usage		12.65
Altfillisch Contractors	Construction	58.26
Altfillisch Contractors	Construction	53.07
D'Vargas Construction	Construction	1.67
Fairfield Chino Hills LP	Construction	0.58
Subtotal Construction Usage		113.58
7-Eleven (15450 Fairfield Ranch Rd)	Landscape	2.93
Albertsons	Landscape	8.89
Artisan	Landscape	34.52
Big League Dreams	Landscape	60.47
BRR HOA	Landscape	44.97
C.U.S.D.	Landscape	39.74
CalTrans	Landscape	11.15
Centex	Landscape	56.81
Subtotal Agricultural Usage	Landscape	11.57
Chino Hills Business Park	Landscape	23.34
Chino Hills Storage	Landscape	2.20
Chino Valley Fire	Landscape	1.09
City of Chino Hills	Landscape	208.31
Country Club Market Place II	Landscape	3.55
Country Club Villa	Landscape	2.75
Dennys	Landscape	3.23
DZ Properties, Inc.	Landscape	2.59
EGM Management	Landscape	24.13
Fairfield Chino Hills LP	Landscape	1.94
Fairfield Ranch HOA	Landscape	9.86
Felfam,Ltd	Landscape	6.15
Fieldstone	Landscape	2.18
Higgins Ranch Community	Landscape	14.13
Hyoung Corp	Landscape	1.99
Lexington	Landscape	1.40
Los Serranos Golf Course	Landscape	359.30
Los Serranos Ranch Comm. Assoc.	Landscape	11.81
New Vellano	Landscape	356.41
Pine Corp Center (4274439)	Landscape	6.49
Pine Corp Center (4279489)	Landscape	12.32
Ridgegate HOA	Landscape	74.59
Ridgegate Neighborhood Assoc	Landscape	3.76
Rincon Park	Landscape	17.91
Standard Pacific	Landscape	91.23
Sterling Downs Apartments	Landscape	7.43

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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<b>City of Chino Hills</b>		
<b>Customer Name</b>	<b>Usage Type</b>	<b>Total Usage (AF)</b>
Sycamore Heights Comm Assoc	Landscape	0.36
Taylor Woodrow	Landscape	14.12
Vellano	Landscape	6.11
<b>Subtotal Construction Usage</b>	Landscape	<b>19.47</b>
Vellano Homeowner	Landscape	124.88
Vista San Juan/ C.C. Medical Center	Landscape	0.29
<b>Subtotal Industrial Usage</b>	Landscape	<b>14.52</b>
<b>Subtotal Landscape Usage</b>		<b>1,700.86</b>
<b>City of Chino Hills Total Usage</b>		<b>1,827.08</b>

**APPENDIX C**  
**Recycled Water Users and Demands**  
**FY 2014/15**

<b>Cucamonga Valley Water District (CVWD)</b>		
<b>Customer Name</b>	<b>Usage Type</b>	<b>Total Usage (AF)</b>
James McMinn	Construction	4.21
Oltmans Const	Construction	0.38
<b>Subtotal Construction Usage</b>		<b>4.59</b>
Alta Loma High School	Landscape	46.77
ASAP power sports	Landscape	1.63
Bass Pro Shop	Landscape	24.08
Bradshaw International, Inc	Landscape	31.64
Cabot Industrial Trust	Landscape	13.45
Cal Development LLC	Landscape	19.00
Cal National Bank	Landscape	0.38
CIP Real Estate	Landscape	10.76
City of Fontana	Landscape	15.33
City of Rancho Cucamonga	Landscape	0.29
City of Rancho Cucamonga	Landscape	264.82
Comfort - Pedic Mattress USA	Landscape	1.84
Subtotal Agricultural Usage	Landscape	14.66
CVWD Recycled Water Useage (AF)	Landscape	0.36
Day creek aps	Landscape	41.38
Earth Basics	Landscape	7.82
Etiwanda School District	Landscape	67.02
Exchange Professional Center	Landscape	11.76
Facility Builders & Erectors	Landscape	2.39
Frito Lay Inc.	Landscape	19.90
Harrys Pacific Grill	Landscape	0.50
Haven Rock	Landscape	4.27
Hilemen Development Co.	Landscape	15.75
Home Depot	Landscape	24.32
Life Way Church	Landscape	8.35
Market Place Properties	Landscape	9.46
Milliken Hospitality LLC	Landscape	1.50
Mission Business Center LLC	Landscape	5.56
Murfco INC.	Landscape	0.72
O & S Holdings	Landscape	41.04
O&S(Foothill Crossings)	Landscape	10.16
Oak Creek Ranch Golf Club Inc.	Landscape	517.55
Owens and Minor Distributing inc	Landscape	18.65
pac r cucamonga lp	Landscape	5.62
Pologis	Landscape	11.33
Prologis	Landscape	30.38
PSIP WR Etiwanda LLC	Landscape	29.74
Rackafeller group	Landscape	2.26
Richard Dick & Associates	Landscape	3.72

**APPENDIX C**  
**Recycled Water Users and Demands**  
**FY 2014/15**

<b>Cucamonga Valley Water District (CVWD)</b>		
<b>Customer Name</b>	<b>Usage Type</b>	<b>Total Usage (AF)</b>
San Bernardino County Flood Control	Landscape	0.86
Southern California Edison	Landscape	10.96
Stadium Plaza North	Landscape	8.63
<b>Subtotal Construction Usage</b>	Landscape	<b>12.66</b>
Stanley Steamers	Landscape	1.70
Starbuck's Coffee	Landscape	0.31
<b>Subtotal Industrial Usage</b>	Landscape	<b>1.07</b>
Vega Industries	Landscape	1.77
Victoria Gardens(Shea Homes)	Landscape	19.48
Victoria Gardens(Shea Homes)	Landscape	1.66
Wells Fargo Bank	Landscape	0.71
	<b>Subtotal Landscape Usage</b>	<b>1,395.91</b>
	<b>CVWD Total Usage</b>	<b>1,400.50</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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<b>Inland Empire Utilities Agency (IEUA)</b>		
<b>Customer Name</b>	<b>Usage Type</b>	<b>Total Usage (AF)</b>
Genon Energy Plant	Industrial	326.73
IERCF	Industrial	13.80
<b>Subtotal Industrial Usage</b>		<b>340.53</b>
Chino Creek Park Evaporation	Landscape	171.24
Chino Creek Wetlands and Educational Park	Landscape	17.76
ESCI	Landscape	1.43
IEUA Headquarters	Landscape	164.22
<b>Subtotal Landscape Usage</b>		<b>354.65</b>
<b>IEUA Total Usage</b>		<b>695.18</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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<b>Monte Vista Elementary School (MVWD)</b>		
<b>Customer Name</b>	<b>Usage Type</b>	<b>Total Usage (AF)</b>
Alma Hoffman Park	Landscape	13.97
Buena Vista Elem School	Landscape	38.78
City Hall	Landscape	3.98
Demonstration Garden	Landscape	1.99
Kingsley Elem School	Landscape	13.55
Kingsley Park	Landscape	11.44
Lehigh Elementary School	Landscape	19.47
Library/City Hall	Landscape	6.79
Montclair Hi School	Landscape	50.45
Montclair Medical Center	Landscape	15.61
Montclair Town Center	Landscape	1.89
Montclair Towncenter HOA	Landscape	32.99
Monte Vista Elementary School	Landscape	15.56
Our Lady of Lourdes Church	Landscape	3.23
Saratoga Park	Landscape	40.42
Subtotal Agricultural Usage	Landscape	7.95
Sunset Park	Landscape	20.53
Wilderness Basin Park	Landscape	9.15
	<b>Subtotal Landscape Usage</b>	<b>307.73</b>
	<b>MVWD Total Usage</b>	<b>307.73</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
FY 2014/15**

City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Bootsma Farm	Agricultural	104.98
Breezy Boots, Inc	Agricultural	76.26
Cleveland Farm	Agricultural	792.81
FRUIT GROWERS SUPPLY	Agricultural	15.38
GH Dairy	Agricultural	42.20
GH Dairy	Agricultural	189.08
LaBrucherie Farm	Agricultural	204.45
Legend Dairies (Petersma)	Agricultural	204.00
Lewis Farms	Agricultural	1,337.80
Li Farm (Western Oriental Growers)	Agricultural	322.17
Li Yuan Farms	Agricultural	253.11
Murai Farm	Agricultural	688.96
Rojo Farms	Agricultural	29.88
Yoog II Farm Inc.	Agricultural	100.47
Subtotal Agricultural Usage		4,361.55
Subtotal Agricultural Usage	Construction	1.24
Tri Pointe Homes	Construction	0.48
Subtotal Construction Usage		1.72
AEG Ontario Arena	Industrial	25.87
Cintas	Industrial	78.80
New Indy Ontario	Industrial	773.51
Subtotal Industrial Usage		878.19
24 Hour Fitness	Landscape	0.79
Acco America	Landscape	1.91
Advanced Innovative Technology	Landscape	1.91
AEG Ontario Arena	Landscape	24.32
Airport Corp. Center @ Centrelake	Landscape	7.67
Airport Corp. Center @ Centrelake	Landscape	3.29
Akzo Nobel Coatings (Haven B)	Landscape	1.11
Archibald & Philadelph (03624103) 2260 S Archibald	Landscape	7.49
Archibald Freeway Center Owners Assoc.	Landscape	7.39
Archibald Freeway Center Owners Assoc.	Landscape	2.43
Bakken Wineville Properties LLC	Landscape	0.38
Bedford Properties	Landscape	7.75
Bellevue Cemetary	Landscape	121.22
BP West Coast Products,LLC #5965	Landscape	0.71
Brookfield Ontario Builders	Landscape	4.25
Cal Trans Do8 ONT	Landscape	26.38
Caliber Collision	Landscape	1.65
Calif Com Cntr Owners (North)	Landscape	39.21
California Commerce Center	Landscape	32.94
CalTrans	Landscape	99.88



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City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Castle Industries	Landscape	1.67
CBWCD Ely Basin #3	Landscape	2.61
CCC-N	Landscape	86.55
Subtotal Construction Usage	Landscape	10.06
CCC-S	Landscape	55.59
Centrelake Assn	Landscape	55.24
Subtotal Industrial Usage	Landscape	47.74
Chaffey High School (Valley View)	Landscape	37.41
Chevron Land	Landscape	99.07
City of Ontario	Landscape	12.98
City of Ontario (4th/Milliken Parkway)	Landscape	4.63
City of Ontario (Fire Station #6)	Landscape	1.01
City of Ontario (Holt/Guasti East)	Landscape	2.21
City of Ontario (Holt/Guasti West)	Landscape	2.59
City of Ontario (Soccer Complex)	Landscape	50.54
CK Restaurants	Landscape	1.21
Comstock Homes	Landscape	4.46
Concours Plaza	Landscape	6.39
Concours Retail	Landscape	2.73
Corona Elementary School (OMSD)	Landscape	19.21
Customized Distribution	Landscape	14.61
Del Norte Elementary School	Landscape	31.02
Dial Chemical	Landscape	0.43
Dorothy Gibson Continuation School	Landscape	21.00
Doubletree	Landscape	24.07
Dura Coat Powder Coating	Landscape	0.53
Empire Towers	Landscape	16.63
Ferrari Corporate Center LLC	Landscape	8.42
Flags Importer	Landscape	5.90
G & K Services	Landscape	3.80
Galvin Park	Landscape	50.25
Guasti Park	Landscape	64.03
Haliburton	Landscape	5.35
Haven Ave LLC	Landscape	4.68
Hino Motor Manufacturing	Landscape	4.31
HMC Architects	Landscape	5.27
Inland Empire Utilities Agency	Landscape	1.18
JMS Wineville	Landscape	0.92
Kaiser	Landscape	26.59
Kellogg Supply Inc.	Landscape	0.77
Khaloghli, Khosro	Landscape	0.92
Kohls	Landscape	4.69

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Landmark at Ontario Towne LLC	Landscape	23.05
LBA Realty (4 meters)	Landscape	2.57
Lord Baltimore Properties	Landscape	4.57
M. Craitenberger	Landscape	1.16
Majestic Management	Landscape	4.54
Majestic Reality	Landscape	52.87
Mathis Brothers Furniture	Landscape	25.51
Mercedes Benz of Ontario	Landscape	8.91
Mintra Corp	Landscape	7.98
Munoz Park	Landscape	47.19
Nexen Tire America Inc	Landscape	2.89
Niagara Water	Landscape	4.52
OM Guasti	Landscape	7.63
Ont Convention Center	Landscape	19.75
Ont Indusruial Partn	Landscape	5.27
Ont/Mont School Dist - Elem School	Landscape	17.79
Ontario Airport Center	Landscape	26.26
Ontario Center (Founders Garden)	Landscape	35.83
Ontario Collision Center	Landscape	2.10
Ontario Commerce Park	Landscape	7.14
Ontario Convention Center (North)	Landscape	2.63
Ontario Health Education	Landscape	16.86
Ontario Lodging Associates LLC	Landscape	4.07
Ontario Motor Speedway Park	Landscape	17.99
Panattoni Developement (03453746) 2250 S Archibald	Landscape	0.74
Panattoni Development (Best Buy)	Landscape	6.66
Panattoni Development (MT Airport)	Landscape	1.66
Pancal Portfolio, LLC	Landscape	12.55
Parks Dept. (Galanis Park)	Landscape	6.25
Parks Dept. (Galvin Park West)	Landscape	31.65
Parks Dept. (Haven Parkway)	Landscape	1.08
Parks Dept. (Veterans Park)	Landscape	21.19
Parkside Ontario Community Assoc	Landscape	11.82
People Movers	Landscape	1.08
Piemonte 5-story	Landscape	3.61
Piemonte Business Park (04306405)	Landscape	0.50
Piemonte Business Park (04725037)	Landscape	2.83
Piemonte Business Park (04920427)	Landscape	1.89
Piemonte Business Park (04930593)	Landscape	1.78
Piemonte Business Park (04934728)	Landscape	2.77
Pier 1 Imports	Landscape	22.13
Poseidon Ontario Airport Plaza	Landscape	3.27

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City of Ontario		
Customer Name	Usage Type	Total Usage (AF)
Prologis California	Landscape	49.90
Roshan LLC (La Galleria at the Mills)	Landscape	1.62
Ruth Group	Landscape	5.71
Shelby Office Park (PDEV04-006)	Landscape	24.38
Sierra Insulation	Landscape	0.41
Stein & Roitblat Living Trusts	Landscape	1.29
T S Express	Landscape	6.51
Target	Landscape	6.69
Top & Tech	Landscape	0.78
Toyota	Landscape	74.40
Utility Board	Landscape	0.87
Vina Danks Junior High	Landscape	17.45
Vineyard Park	Landscape	19.41
Vineyard Plaza	Landscape	2.28
Vineyard STEM School	Landscape	29.46
Vineyard STEM School	Landscape	115.36
Vintage Apts.	Landscape	9.11
Walmart	Landscape	11.67
Warmington Residential Comm. (04748546)	Landscape	4.58
Wella Mfg	Landscape	2.39
Westwind Park	Landscape	57.02
Whispering Lakes Golf Course	Landscape	660.97
	Subtotal Landscape Usage	2,776.70
	<b>City of Ontario Total Usage</b>	<b>8,018.15</b>

**APPENDIX C  
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<b>Recharge</b>		
Customer Name	Usage Type	Total Usage (AF)
7th & 8th Street	Recharge	48
Banana Basin	Recharge	1,148
Brooks Basin	Recharge	1,011
Ely Basin	Recharge	1,751
Hickory Basin	Recharge	2,034
RP-3	Recharge	2,968
San Sevaine No. 5	Recharge	1
Turner Basin	Recharge	948
Victoria Basin	Recharge	931
<b>Recharge Total Usage</b>		<b>10,840</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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<b>San Bernardino County</b>		
Customer Name	Usage Type	Total Usage (AF)
El Prado Golf Course	Landscape	491.98
El Prado Park	Landscape	878.61
Subtotal Landscape Usage		1,370.59
<b>San Bernardino County Total Usage</b>		<b>1,370.59</b>

**APPENDIX C  
RECYCLED WATER USES AND DEMANDS  
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City of Upland		
Customer Name	Usage Type	Total Usage (AF)
Cal - Trans	Construction	0.22
Subtotal Construction Usage		0.22
Bouquet Estates	Landscape	5.37
City of Upland	Landscape	55.94
City of Upland / Memorial Park	Landscape	87.00
City of Upland / Sierra Vista Park	Landscape	26.14
Drydock Depot	Landscape	2.19
Foothill Knolls Elementary	Landscape	25.60
Mountain View Estates	Landscape	15.70
San Antonio Hosipital	Landscape	15.46
SCE	Landscape	5.82
Sierra Vista Elementary	Landscape	20.95
Tolle Nursery	Landscape	0.20
Upland Elementary	Landscape	15.24
Upland Hills Country Club	Landscape	335.78
Subtotal Agricultural Usage	Landscape	13.32
Upland Meadows Estates	Landscape	3.30
Upland Unified School District	Landscape	3.14
Western Inn	Landscape	4.90
Subtotal Landscape Usage		636.07
<b>City of Upland Total Usage</b>		<b>636.29</b>