

NOTICE OF MEETING

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

OF THE
BOARD OF DIRECTORS
OF THE



IS SCHEDULED FOR
WEDNESDAY, JANUARY 13, 2016
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, JANUARY 13, 2016
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 December 9, 2015, meeting.

B. ADOPTION OF CEQA FOR THE SAN SEVAINE BASIN RMPU IMPROVEMENTS

It is recommended that the Committee/Board:

1. Adopt the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for the San Sevaive Basin Recharge Master Plan

Update (RMPU) Improvements, Project No. EN13001; and

2. Authorize the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

C. RP-4 POWER CENTER ROOF ACCESS CONSTRUCTION CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the construction contract award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000; and
2. Authorize the General Manager to execute the contract.

D. RP-1 IMPROVEMENTS PROJECT CONSULTANT CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the consultant contract award for the design efforts for the Regional Water Reclamation Plant No. 1 (RP-1) Improvements, Project No. EN14019 to RMC Water and Environment for the not-to-exceed amount of \$723,151; and
2. Authorize the General Manager to execute the contract.

E. CONTRACT AWARD FOR AS-NEEDED SUPPLY OF PIPE AND HARDWARE ITEMS

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002023 to ASAP Industrial Supply of Fontana, California, establishing a three-year contract for the purchase of pipe and steel products (one-year firm-fixed price with two, one-year options); and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contract extensions.

2. INFORMATION ITEM

A. RP-1 & RP-5 EXPANSION PDR CONSULTANT CONTRACT AWARD UPDATE (WRITTEN/POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

B. ENGINEERING AND CONSTRUCTION MANAGEMENT MONTHLY UPDATE (POWERPOINT)

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

*A Municipal Water District

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

Proofed by: _____

DECLARATION OF POSTING

I, April Woodruff, Board Secretary 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, January 7, 2014.



April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

WEDNESDAY, DECEMBER 09, 2015
10:00 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Terry Catlin

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Martha Davis, Executive Manager of Policy Development/AGM
Christina Valencia, Chief Financial Officer/AGM
Ernest Yeboah, Executive Manager of Operations/AGM
Joshua Aguilar, Senior Engineer
Pietro Cambiaso, Supervisor of Environmental Compliance and Energy
Francis Concemino, Deputy Manager of Maintenance
Warren Green, Manager of Contracts and Facility Services
Nasrin Maleki, Senior Engineer
Jason Marsielles, Acting Senior Engineer
David Mendez, Acting Deputy Manager of Engineering
Jeff Nolte, Manager of Technical Services
John Scherck, Acting Deputy Manager of Construction Management
Shaun Stone, Manager of Engineering
Kenneth Tuliau, Manager of Maintenance
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 10:02 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 November 9, 2015.
- ◆ Recommended that the Board:
 1. Approve the construction contract award for the Fiber Optic Pull Box Upgrades, Project No. EN15030.02, to J.F. Shea Construction, Inc. in the

amount of \$248,500; and

2. Authorize the General Manager to execute the contract;

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

◆ Recommended that the Board:

1. Approve a contract amendment with CASC Engineering and Consulting (CASC) for on-call surveying and engineering related services for a one-year contract extension through January 1, 2017, for an additional amount of \$250,000 to the original contract;

2. Authorize the General Manager to execute the contract amendment;

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

◆ Executive Manager of Engineering/AGM Chris Berch provided a brief update on the Energy Master Plan. He stated that over the last month there has been a lot of potential movement on legislation with regards to food and energy. Staff would like the opportunity to review the legislation and incorporate into the Energy Master Plan, if necessary. Therefore, staff is recommending it be pulled from the December 16, Board meeting, and bring it back in January to the Committee and Board.

INFORMATION ITEMS

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

- ◆ RP-1 & RP-5 Project Design Report Request for Proposal Update
- ◆ Engineering and Construction Management Monthly Update

GENERAL MANAGER'S COMMENTS

General Manager Joseph Grindstaff had no further 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, Director Camacho adjourned the meeting at 10:20 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District


APPROVED: JANUARY 13, 2016


**ACTION
ITEM
1B**


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(01/13/16)

From: P. Joseph Grindstaff 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: Adoption of CEQA for the San Sevaine Basin RMPU Improvements

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for the San Sevaine Basin Recharge Master Plan Update (RMPU) Improvements, Project No. EN13001; and
2. Authorize the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

BACKGROUND

In 2013, the amendment to the 2010 RMPU was approved by Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster (Watermaster). Under the RMPU, over nine (9) basins are recommended for capital improvement to increase groundwater recharge for stormwater and recycled water by 5,500 and 7,100 acre-feet per year (AFY), respectively. The San Sevaine Basin Improvement Project, which is a part of the RMPU, is expected to yield approximately 600 AFY of stormwater and approximately 4,000 AFY of recycled water by designing and constructing a new pump station and conveyance system to take stormwater from Basin No. 5 and recycled water from an existing turnout to the upper basins. The upper basins historically perform at higher groundwater recharge rates that allow for more capture and help mitigate midge fly concerns within the area. This \$6.45 million capital project is 50-percent cost shared with Watermaster

Adoption of CEQA for the San Sevaine Basin RMPU Improvements

January 20, 2016

Page 2 of 2

where IEUA is the lead agency in the design, construction, planning, and preparation of documentation for the CEQA.

The CEQA package includes:

- Initial Study/Mitigated Negative Declaration (IS/MND)
- Mitigation, Monitoring, and Reporting Program (MMRP)
- Notice of Determination (NOD)

The final IS/MND concludes that the San Sevaine Basin RMPU Improvements can be implemented by using the noted mitigation measures within the MMRP during and after construction. The required 30-day public review of the IS/MND was completed on November 16, 2015, where five (5) comment letters were received. The responses to the comments were noted and incorporated into the final IS/MND documentation. These comments ranged from midge fly concerns to tribal coordination.

The approval of the final IS/MND and MMRP package by the Board meets IEUA's water reliability business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

PRIOR BOARD ACTION

On May 20, 2015, the Board of Directors approved the consulting engineering services contract award to Dudek for the not-to-exceed amount of \$358,828.

IMPACT ON BUDGET

None.

PJG:CB:SS:ji

San Sevaine Basin RMPU Improvements CEQA Adoption

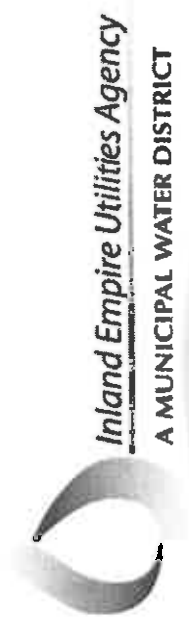
Project No. EN13001

May 2015



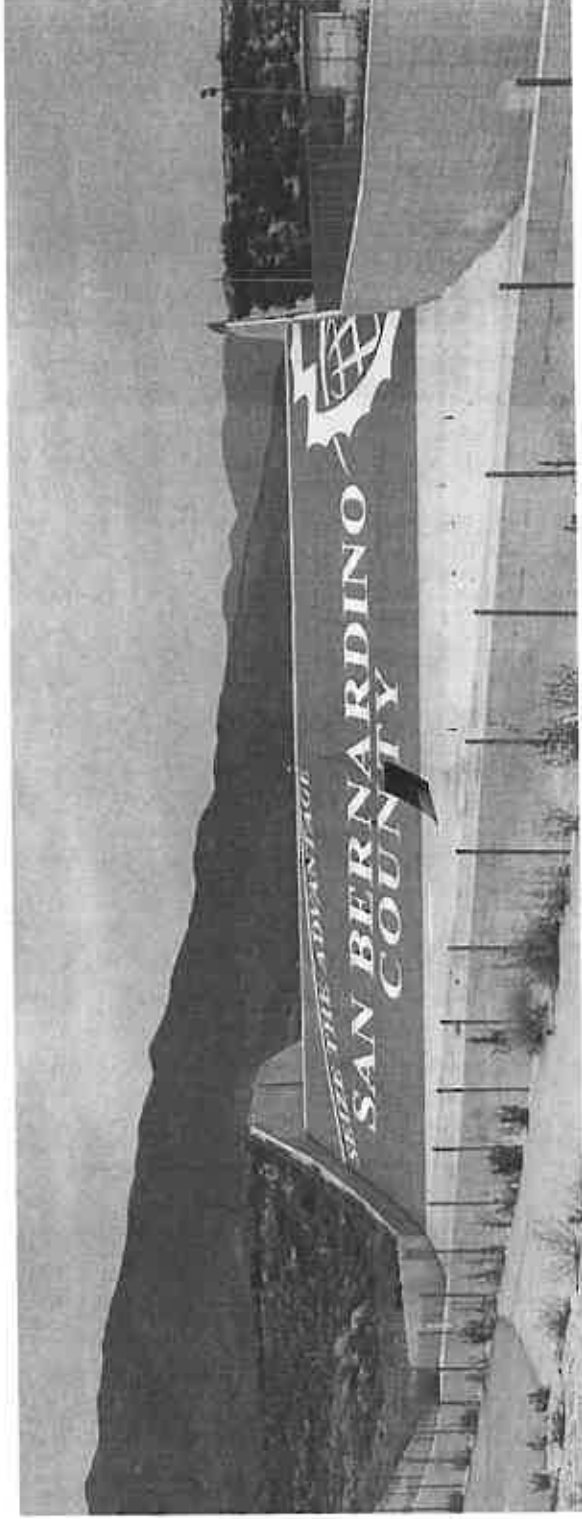
Shaun J. Stone, P. E.
Manager of Engineering

Joel Ignacio, P. E.
Senior Engineer



Project Request

- The adoption of the CEQA Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring & Reporting Program for the proposed San Seavaine Basin under the Recharge Master Plan Update (RMPU)



San Seavaine Basin's Spillway Structure at Basin 5



Project Background

Oct. 2013

CBWM & IEUA approved the Amendment to 2010 RMPU 11 projects for 2020 completion

Jul. 2014

CBWM & IEUA executed the Master Agreement Management and cost of joint capital projects

Aug. 2014

CBWM & IEUA executed Task Order No.8 IEUA as lead agency 50% shared with CBWM

Dec. 2014

Completed San Sevaine Preliminary Design Report

May. 2015

Award Consulting Design Services to Dudek

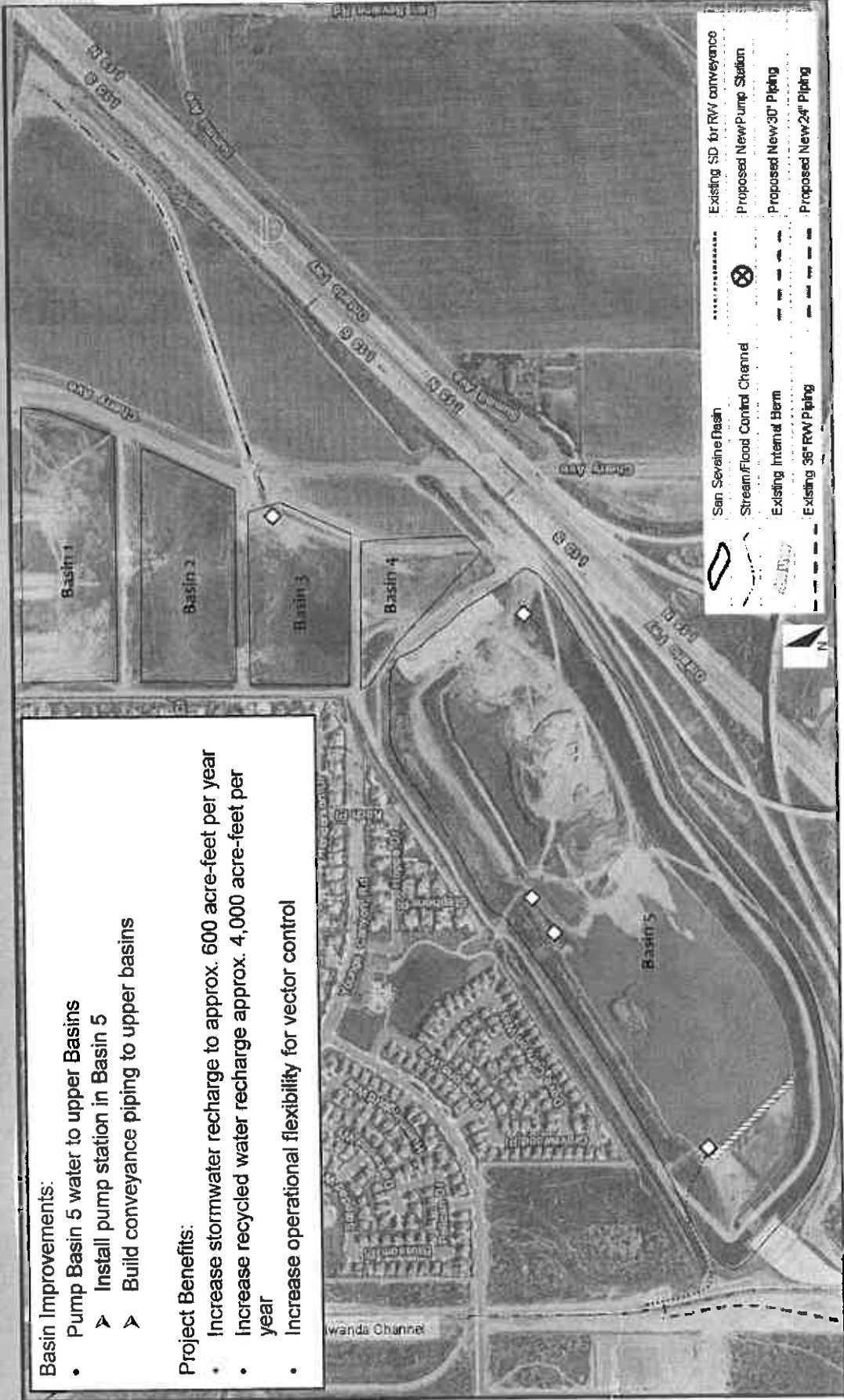
Oct. 2015

Completed required draft CEQA documents. Initiated 30-day Public Review Period



Project Scope

- Basin Improvements:**
- Pump Basin 5 water to upper Basins
 - Install pump station in Basin 5
 - Build conveyance piping to upper basins
- Project Benefits:**
- Increase stormwater recharge to approx. 600 acre-feet per year
 - Increase recycled water recharge approx. 4,000 acre-feet per year
 - Increase operational flexibility for vector control



CEQA Recommendation

- Initial Study (IS) finds no significant effect on the environment
- Mitigated Negative Declaration (MND) will be prepared
- Public review of IS/MND completed on Nov. 16, 2015
- Five public comments received and responded to in the IS/MND
- Mitigation, Monitoring & Reporting Program (MMRP) implementation during and after construction



Recommendation

Staff recommends that the Board of Directors approves the adoption of CEQA Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program for the San Sevaine Basin RMPU improvements, Project No. EN13001, and Authorize the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

Project meets IEUA business goals by maximizing the beneficial reuse of recycled water and sources of groundwater recharge through the enhancement of groundwater recharge facilities.

MITIGATED NEGATIVE DECLARATION

Lead Agency: Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Contact: Joel Ignacio, P.E.
Phone: (909) 993-1913
Email: jignacio@ieua.org

Project Title: SAN SEVAINE BASIN DEVELOPMENT PROJECT

State Clearinghouse Number: Not yet assigned

Project Location: The proposed project is located in the City of Rancho Cucamonga, San Bernardino County, California. The proposed project sites are existing, south of Wilson Avenue; west of Interstate 15; and northwest of the Interstate 210 and Interstate 15 interchange. The project is located within Section 26 and 27, Township 1 North, Range 6 West, San Bernardino Baseline and Meridian, as depicted on the USGS – Devore Quadrangle, 7.5 Minute Series topographic map.

Project Description: The Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (CBWM) are proposing the San Sevaire Basin Improvements Project (proposed project). The objective of this project is to increase the amount of recycled water (RW) and stormwater recharged into the Chino Groundwater Basin, specifically at the San Sevaire Basins located immediately north and west of the Interstate 210 and Interstate 15 interchange in the City of Rancho Cucamonga, San Bernardino County.

The existing San Sevaire Basins (Basins) consist of five individual basins covering approximately 130 acres. The Basins consist of five, soft-bottomed basins along San Sevaire Creek. Each basin has inlet and outlet structures that allow the capture and recharge of various types of water sources. The primary mode of conveyance between Basins is surface transfer, which restricts the operational flexibility of the system. These Basins are dual-use facilities which serve flood control and groundwater recharge functions. Currently, a total of 500 acre-feet per year (AFY) of RW and 300 AFY of stormwater (on average) is infiltrated into the groundwater basins at this location. The recommended Basins improvements will allow up to an estimated 8,100 AFY of additional RW, and up to an additional 2,700 AF of stormwater to be recharged at this location.

Finding: Inland Empire Utilities Agency's (IEUA) decision to implement this proposed project is a discretionary decision or "project" that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, LACSD has made a *preliminary* determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

Initial Study: Copies of the Mitigated Negative Declaration/Initial Study are available for public review at the Copies of the Mitigated Negative Declaration/Initial Study are available for review at the IEUA's office located at 6075 Kimball Avenue, Chino, CA 91708. The proposed Mitigated Negative Declaration will be available for public review and comment from _____ 2015 to _____ 2015. Any comments you have must be submitted in writing no later than _____ 2015.

Mitigated Negative Declaration
Page 2 of 2

Mitigation Measures: All mitigation measures identified in the Initial Study are summarized on pages 51-53 and are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program if the Mitigated Negative Declaration is adopted.

Signature

Title

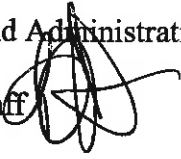
Date


**ACTION
ITEM
1C**


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(01/13/16)
Finance, Legal, and Administration Committee (01/13/16)

From: P. Joseph Grindstaff 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-4 Power Center Roof Access Construction Contract Award

RECOMMENDATIONS

It is recommended that the Board of Directors:

1. Approve the construction contract award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The Agency has recently completed the Agency-Wide Heating, Ventilation, and Air Conditioning (HVAC) Improvements, Package No. 2, Project No. EN13056. HVAC systems reliable operation is essential to maintaining suitable operating temperature conditions in control rooms and power centers. As part of the HVAC Package No. 2 Project, Regional Water Recycling Plant No. 4 (RP-4) Motor Control Center (MCC) Power Center Five HVAC system was upgraded to enhance reliability and provide redundancy. A new roof-packaged air conditioning (AC) unit was installed, and the existing roof-packaged AC unit support had to be raised to accommodate the new HVAC ducting installed on the roof as part of the project. The RP-4 MCC Power Center Five houses numerous pieces of electrical equipment including circuit breakers and variable frequency drives serving the recycled water pumps and other process equipment at RP-4.

The existing MCC Power Center Five building does not provide safe and adequate accessibility to the HVAC units. The new configuration of the roof-packaged AC units significantly elevated both units above the parapet wall while the new ducting layout resulted in limited maintenance space and access around the AC units. To meet access and safety concerns, it is recommended to install a permanent roof access stairway along with a roof-mounted platform and handrail system. Currently, the building roof has temporary handrails, which will be removed once the permanent system is installed.

A Request for Bids was advertised on November 10, 2015, to the pre-qualified list of contractors for projects under \$2,000,000. Three (3) contractors participated in the job walk. In response to the bid advertisement, the Agency received two (2) bids on December 9, 2015, as summarized in the table below:

Bidder Name	Price
SCW Contracting Corporation	\$188,000
W. A. Rasic Construction Company, Inc.	\$254,000
Engineer's Estimate	\$140,000

The total projected costs are as follows:

Description	Estimated Cost
HVAC Package 2 (Design, Construction, IEUA, and Labor Augmentation)	\$821,400
Construction	\$188,000
Construction Management (Consultant, IEUA, and Labor Augmentation)	\$60,000
Contingency (~15%)	\$37,000
Total Project Cost	\$1,106,400
Total Project Budget	\$1,106,500

The project schedule is as follows:

Project Milestone	Date
Design Completion	July 2015
Construction Contract Award	January 2016
Construction Completion	July 2016

The RP-4 MCC Power Center Five Roof Access project is part of the Agency's Workplace Environment Business Goal to ensure a safe and healthy work environment to protect employees and Stakeholders.

PRIOR BOARD ACTION

On July 16, 2014, the Board approved the construction contract award for the Agency-Wide HVAC Improvements, Package No. 2, Project No. EN13056.

RP-4 Power Center Roof Access Construction Contract Award
January 20, 2016
Page 3 of 3

IMPACT ON BUDGET

The construction contract for the RP-4 Power Center Roof Access, Project No. EN13056.01, in the amount of \$188,000 is within the total project budget of \$1,106,500 in the Regional Wastewater Capital (RC) Fund.

PJG:CB:SS:jz

RP-4 Power Center Roof Access Construction Contract Award

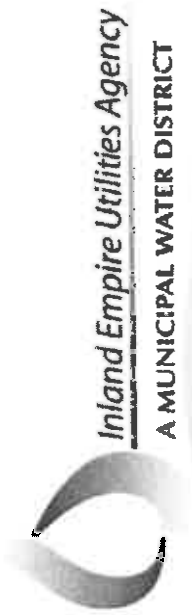
Project No. EN13056.01

January 2016



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

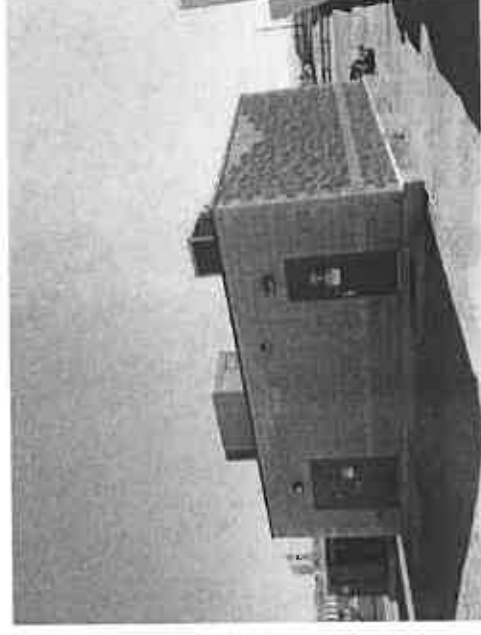
Jamal Zughbi, P.E.
Project Manager



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

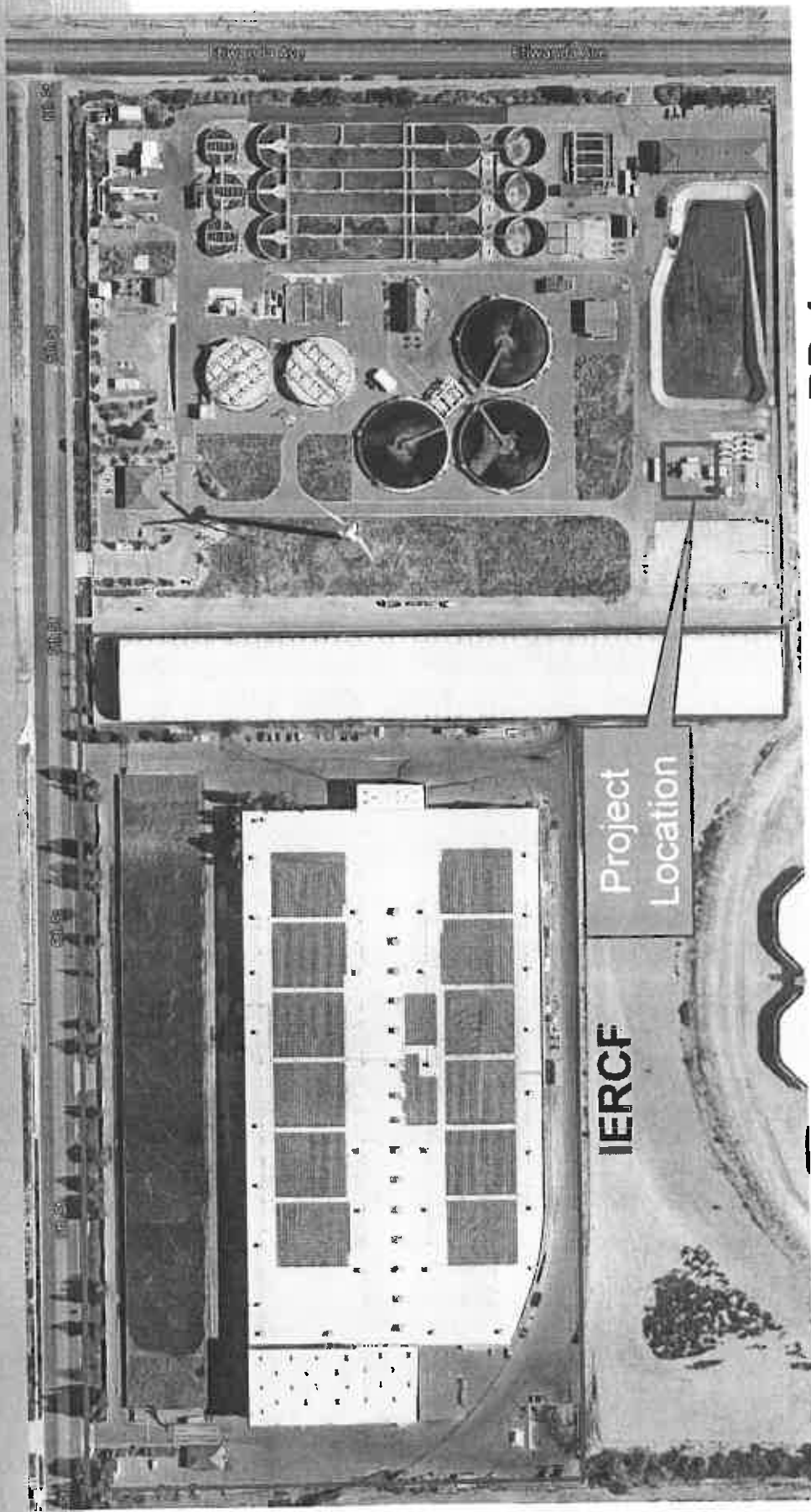
Project Background

- Power Center Five building HVAC recently upgraded
- Installed a new roof packaged air conditioning (AC) unit
- Modified/raised existing AC unit support
- Installed new ducting on the building roof
- To address access and safety concerns



RP-4 Power Center Original Building

Project Location



IERCF

Project
Location

RP-4

Project Scope

- RP-4 Power Center Roof Access scope includes:
 - Design
 - Stairway from ground to roof
 - Platform and landing stairs on the roof
 - Roof perimeter handrail system
 - Misc. concrete pads and supports
 - Removal of temporary handrails



RP-4 Power Center Five Duct
and A/C Access

Bid Results

Two bids received on December 8, 2015:

Bidder Name	Price
SCW Contracting Corporation	\$188,000
W. A. Rasic Construction Company, Inc.	\$254,000
Engineer's Estimate	\$140,000

Project Cost & Schedule

Description	Estimated Cost
HVAC Package 2 (Design, Construction, IEUA, and Labor Augmentation)	\$821,400
Construction	\$188,000
Construction Services (IEUA and Labor Augmentation)	\$60,000
Contingency (~15%)	\$37,000
Total Project Cost	\$1,106,400
Total Project Budget	\$1,106,500

Project Milestone	Date
Design Completion	July 2015
Construction Contract Award	January 2016
Construction Completion	July 2016

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the Construction Contract Award for the RP-4 Power Center Roof Access, Project No. EN13056.01 to SCW Contracting Corporation in the amount of \$188,000 and authorize the General Manager to execute the contract.

The project is part of the Agency's Workplace Environment Business Goal to ensure a safe and healthy work environment to protect employees and Stakeholders.



CONTRACT NUMBER: 4600002029
FOR
RP-4 MCC – POWER CENTER FIVE ROOF ACCESS
PROJECT NO. EN13056.01

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2016 by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and SCW Contracting Corporation, with offices located in Fallbrook, California (hereinafter referred to as "Contractor"), for the construction of the RP-4 MCC - Power Center Five Roof Access, Project EN13056.01.

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

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

Contractor: Peter Kogler, Project Manager
SCW Contracting Corporation
Address: 2525 North Old Highway 395
Fallbrook, CA 92028
Telephone: (760) 728-1308
Email: pkogler@scwcompanies.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 4600002029.
 2. Contract number 4600002029 General Terms and Conditions.
 3. Agency's Request for Proposals (RFP) number RFP-RW-15-091 and all germane addenda (**Exhibit A**).
 4. Contractor's proposal dated December 8, 2015 (**Exhibit B**).
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the Agency's Request for Proposals (RFP) RFP-RW-15-091, attached hereto, referenced herein, and made a part hereof by this reference as **Exhibit A**.
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 as signed off by the Agency's cognizant Engineering & Construction Management Department personnel and project management, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor shall submit one lump-sum invoice, valued at the total firm-fixed price established for this Contract. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

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

Effective January 1, 2015: The call for bids and contract documents must include the following information:

A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As compensation for the work performed under this Contract, Agency shall pay Contractor a ***not-to-exceed maximum \$188,000.00*** for all work satisfactorily provided

hereunder in accordance with RFP-RW-15-091, attached hereto, referenced herein, and made a part hereof as **Exhibit B**.

Note: All payments made, whether for design or construction build, shall be in accordance with the payment terms outlined in Request for Proposals (RFP) number RFP-RW-14-072.

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

A. **Minimum Scope of Insurance**:

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.
 - a. The insurance shall include coverage for each of the following hazards:
 - Premises – Operations
 - Owners and Contractors Damage
 - Broad Form Property Damage
 - Contractual for Specific Contract
 - Severability of Interests or Cross-Liability
 - XCU [Explosion, Collapse and Underground] Hazards
 - Personal Injury – with the "Employee" Exclusion Deleted
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. **Builders Risk completed value (course of construction) fire insurance with extended coverage and a vandalism and malicious endorsement**. The policy shall cover the full value of all completed construction, which includes all material and labor invested in the construction and the full value of all equipment and material at the job site. Said policy shall remain in effect until acceptance of the by the Agency.

5. **Payment, Labor & Material, and Performance Bonds:** Bonding is required, per Public Contract Code Article 121., Section 21565, for public works projects. All construction-related labor for this project is designated as the public works portion of this project and therefore subject to prevailing wage. Contractor shall furnish bonding with the use of forms furnished in the RFP.

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

- C. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency

- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. Builders Risk Insurance (Course of Construction)

The Agency is to be named as the loss payee.

4. All Coverages

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

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

E. Verification of Coverage: Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Inland Empire Utilities Agency
Attn: Ms. Angela Witte, Risk Specialist

P.O. Box 9020
Chino Hills, California 91709-0902

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

9. **LEGAL RELATIONS AND RESPONSIBILITIES**

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

B. **Status of Contractor:** The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. **Observing Laws and Ordinances:** The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:

<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>

D. **Confined Space Work:**

I. Precautions and Programs:

a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.

b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by

the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.

c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the Safety & Risk Department.

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 Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The

Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.

- G. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- H. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- I. Indemnification: Contractor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- 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 Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration

shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court

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

4. **Joinder in Mediation/Arbitration:** The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.

 - N. **Workers' Legal Status:** For performance against this Contract, Supplier shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

 - O. **Prevailing Wage Requirements:** Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.
10. **FITNESS FOR DUTY:**
- A. **Fitness:** Consultant and its Subcontractor personnel on the Jobsite:
 1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

 - B. **Compliance:** Consultant shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these

requirements. Consultant shall impose these requirements on its Subcontractors. 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 Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
12. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

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

13. **NON-CONFORMING WORK AND WARRANTY:** Contractor 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, Contractor 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 Contractor by Agency, or any other person or entity.
14. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Contractor: SCW Contracting Corporation
Attn: Mr. Jeffery Scrape
President and Responsible Managing Officer (RMO)
2525 N. Old Highway
Fallbrook CA 92028

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.

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
16. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
17. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
21. **LIQUIDATED DAMAGES:** Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery

schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.

22. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
23. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:

SCW CONTRACTING CORPORATION:

P. Joseph Grindstaff
General Manager

(Date)

Jeffrey Dean Scrape
President

(Date)


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**ACTION
ITEM
1D**


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (01/13/16)
Finance, Legal, and Administration Committee (01/13/16)

From: P. Joseph Grindstaff
General Manager 

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-1 Improvements Project Consultant Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the consultant contract award for the design efforts for the Regional Water Reclamation Plant No. 1 (RP-1) Improvements, Project No. EN14019 to RMC Water and Environment for the not-to-exceed amount of \$723,151; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

The RP-1 Improvements project includes the scope of work for the following RP-1 facilities:

RP-1 Headworks Rehabilitation: In 2009 and 2015, the Agency retained consultants to assess the condition of the RP-1 Headworks facility. Based on these assessments numerous deficiencies were identified. These deficiencies include inoperable/leaking gates, unreliable Aerated Grit Chamber (AGC) Air System, concrete degradation in headworks structures, grit classifier corrosion, vortex grit chamber inaccessibility, and limited automation integration of all equipment in the headworks. These deficiencies have resulted in limited headworks performance and additional maintenance from the IEUA staff. In approximately 12 years, the Agency will construct a new headworks facility at RP-1; however, in order to maintain the operation of the existing RP-1 headworks, these rehabilitation measures are necessary until the new headworks is constructed.

RP-1 Plant 3 Scum Well Upgrade: The deficiencies include limited scum pump capacity and lack of redundancy, and a need to relocate electrical equipment to above grade. These deficiencies have resulted in excessive and costly maintenance by the IEUA staff.

RP-1 Aeration Basin System C Flow Meter Bypass: The existing 36-inch Intermediate Pump Station (IPS) System C Flow Meter lacks a bypass. The lack of bypass functionality has resulted in limited maintenance on this flow meter. As such, the data from the existing flow meter is unreliable and any work on this flow meter requires a complete IPS shutdown.

Staff advertised for consulting engineering services for the project on October 27, 2015, and received three (3) proposals on December 9, 2015. A Technical Review Committee reviewed and evaluated each of the proposals through the consultants' understanding of the scope of work, project team qualifications and experience, and their ability to meet the project schedule. The staff requests approval to award the consulting contract to RMC Water and Environment for a not-to-exceed amount of \$723,151.

The following is the projected project cost:

Description	Estimated Cost
Design (IEUA and Labor Augmentation)	\$500,000
Consultant Design Services	\$723,151
Construction	\$3,000,000
Construction Management (IEUA and Labor Augmentation)	\$600,000
Contingency (~10%)	\$485,000
Total Project Cost	\$5,308,151
Total Project Budget	\$10,500,000

The following is the project schedule:

Project Milestone	Date
Consulting Contract Award	January 2016
Design Completion	October 2016
Construction Contract Award	January 2017
Project Completion	November 2017

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.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

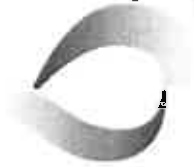
The award for the consultant contract for the RP-1 Improvements, Project No. EN14019, for the not-to-exceed amount of \$723,151, is included in the Regional Wastewater Capital (RC) Fund current total project budget of \$10,500,000.

PJG:CB:SS:nm

RP-1 Improvements Consultant Contract Award

Project No. EN14019

January 2016



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

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

Nasrin Maleki, P.E.
Project Manager

Project Background

- **RP-1 Headworks Rehab:**
 - Condition assessments in 2009 & 2015
 - Numerous deficiencies were found:
 - Leaking gates
 - Structural concrete degradation
- **RP-1 Plant 3 Scum Well Upgrades**
 - Single scum pump is under sized
 - MCC/PLC in the Primary Gallery are obsolete
- **RP-1 Aeration Basin System C Flow Meter Bypass**
 - Existing 36-inch Pump Station Flow Meter lacks bypass

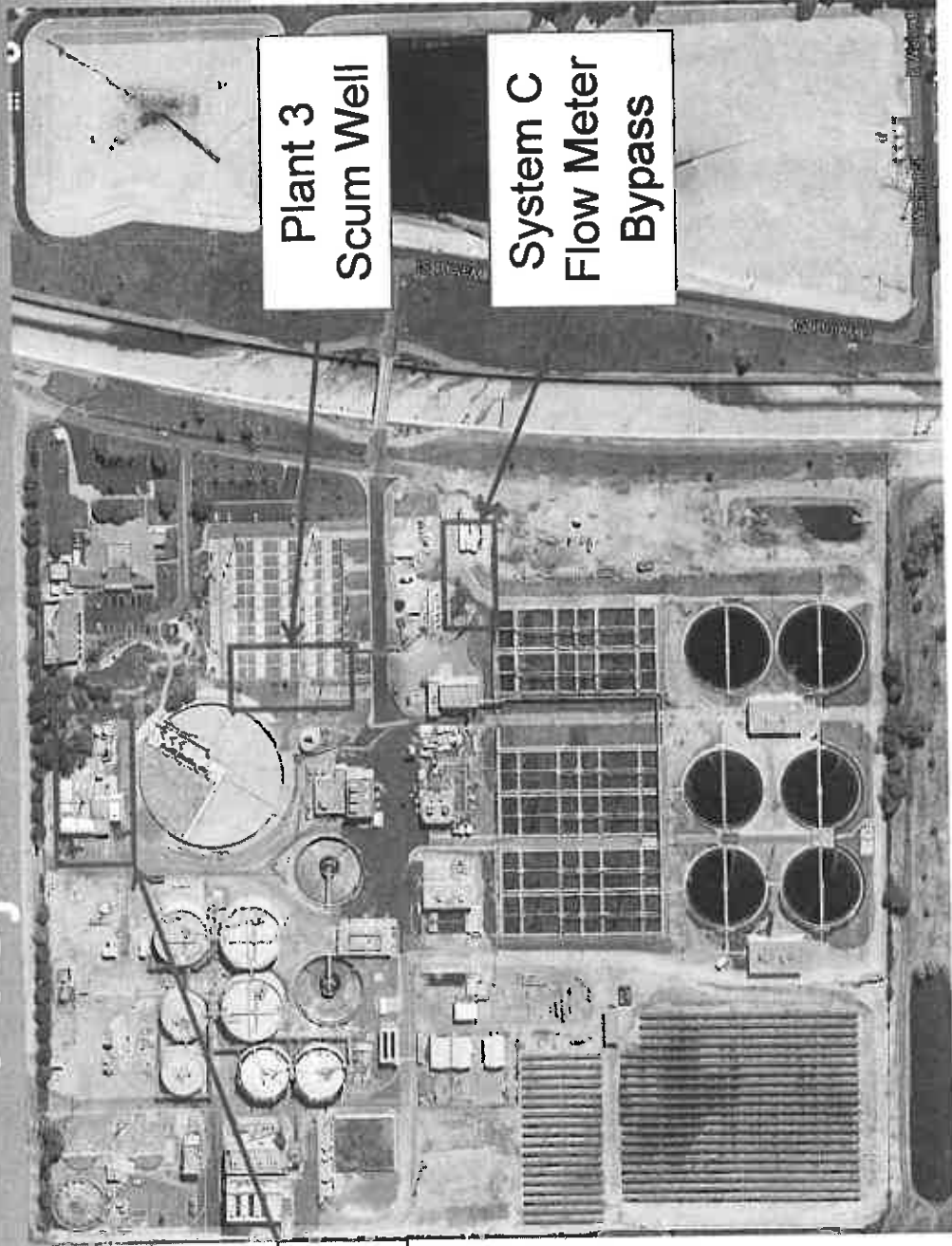


Headworks Concrete
Degradation



Scum Pump in
Primary Gallery

Project Location



Headworks
Rehabilitation

Plant 3
Scum Well

System C
Flow Meter
Bypass

IEUA RP-1 Facility

Project Scope

- **RP-1 Headworks Rehab**
 - Structural repairs of Headworks concrete
 - Replace Grit Removal system
 - Replace non-operational gates
- **RP-1 Plant 3 Scum Well Upgrades**
 - Install two new scum pumps
 - Replace existing obsolete electrical components
- **RP-1 Aeration Basin System C Flow Meter Bypass**
 - Provide bypass to System C Flow Meter



Obsolete Electrical Components
in Primary Gallery



System C Flow
Meter

Project Cost and Schedule

Description	Estimated Cost
Design (IEUA and Labor Augmentation)	\$500,000
Consultant Design Services	\$723,151
Construction	\$3,000,000
Construction Management (IEUA and Labor Augmentation)	\$600,000
Contingency (~10%)	\$485,000
Total Project Cost	\$5,308,151
Total Project Budget	\$10,500,000

Project Milestone	Date
Consultant Contract Award	January 2016
Design Completion	October 2016
Construction Contract Award	January 2017
Project Completion	November 2017

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the consultant contract award for the design efforts for the Regional Water Reclamation Plant No. 1 (RP-1) Improvements, Project No. EN14019, to RMC Water and Environment for the not-to-exceed amount of \$723,151 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: 4600002028
FOR
RP-1 HEADWORKS, PRIMARY, AND SECONDARY UPGRADES,
PROJECT NO. EN14019

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and RMC Water and Environment, Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant"), to provide professional engineering services in support of Project EN14019.

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: Ms. Nasrin Maleki, P.E., Sr. Engineer
Address: 6075 Kimball Avenue, Building B
Chino, California 91708
Telephone: (909) 993-1696
Email: nmaleki@ieua.org
Facsimile: (909) 993-1982

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

Consultant: Mr. Jon Ganz, P.E., BCEE, Project Manager
Address: 15510-C Rockfield Blvd., Suite 200
Irvine, CA 92618
Telephone: (949) 420-5300
Email: jganz@rmcwater.com
Facsimile: (949) 420-5301

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

- A. Amendments to Contract 4600002028.
- B. Contract Number 4600002028, General Terms and Conditions.
- C. Consultant's negotiated Scope of Work (Exhibit A).
- D. Consultant's Proposal dated December 9, 2015.
- E. Agency's Request for Proposals ("RFP") RFP-RW-15-089 and all germane addenda.

- 4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include, and be in accordance with tasks identified in Consultant's negotiated Scope of Work, which is attached hereto, incorporated herein and made a part hereof by this reference as Exhibit A. All referenced services and responsibilities shall be in accordance with the schedule of the RFP.
- 5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate upon one year of completed construction, unless agreed to by both parties, reduced to writing, and amended to this Contract.
- 6. **COMPENSATION:** 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. Invoicing shall be submitted electronically to agroup@ieua.org, using the Agency's standard Excel-based invoicing template (Exhibit C). Invoicing shall not be submitted in advance of, or shall not be dated earlier than, the actual date of submittal.

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 of the RFP 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 \$723,151.00 for all services provided in accordance with Consultant's Fee Proposal, attached hereto, made a part hereof, and referenced herein as Exhibit B. Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

- 7. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the Work Schedule of the RFP and as proposed by Consultant, attached hereto, referenced herein as Exhibit D, and made a part hereof. 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.
- 8. **FITNESS FOR DUTY:**

- A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:
1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- A. Compliance: Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. **General Liability**: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required single occurrence limit.
 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 occurrence.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. **General Liability and Automobile Liability Coverage**

- a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. **Workers' Compensation and Employers Liability Coverage**

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

3. **All Coverages**

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

- D. **Acceptability of Insurers:** All 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 subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. **Submittal of Certificates:** Consultant shall submit all required certificates and endorsements to the following:

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

10. **LEGAL RELATIONS AND RESPONSIBILITIES**

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

- C. **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 subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.
- D. **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.
- E. **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.
- F. **Conflict of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. **Equal Opportunity and Unlawful Discrimination:** During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- H. **Non-Conforming Work and Warranty:** Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant

shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

i. Disputes:

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

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

11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall 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. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as my be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

Consultant shall have no duty to defend Agency, but Consultant shall pay as damages to Agency all reasonable attorney's fees and costs incurred by Agency to the extent Incurred by Agency arising out of Consultant's actual or alleged negligent acts, errors, or omissions. Further,

Consultant shall assume sole responsibility for the investigation, analysis, and defense of any and all issues alleged against Agency or Consultant to the extent alleged, based on, or arising out of Consultant's scope of work, or Consultant's actual or alleged negligent acts, errors, or omissions.

12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. 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.

13. **TITLE AND RISK OF LOSS:**

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

B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.

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

14. **PROPRIETARY RIGHTS:**

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

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.

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

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

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

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

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

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

Consultant: Scott Goldman, P.E., BCEE
Principal, Senior Environmental Engineer
RMC Water and Environment, Inc.
15510-C Rockfield Blvd., Suite 200

Irvine, CA 92618

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

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

18. **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.

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after 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.

20. **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.

21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.

22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the

event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

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, etcetera.
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.

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

INLAND EMPIRE UTILITIES AGENCY:

RMC WATER AND ENVIRONMENT, INC.:

P. Joseph Grindstaff
General Manager

(Date)



Scott Goldman
Principal-in-Charge

12-23-15
(Date)

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Exhibit A

SCOPE OF WORK

Project Description

This project will upgrade various facilities within the RP-1 Headworks, Primary and Secondary process areas as follows:

Headworks

- Repair concrete and apply corrosion protection coating to walls and ceiling of Aerated Grit Chamber, Effluent Channel and Splitter Box.
- Replace Aerated Grit Chamber aeration system, including rotary lobe air compressors and air piping, and provide three (3) fast opening automatic valves for air lift pumps.
- Evaluate and/or replace components of the existing grit removal system (i.e., grit washing/conveying system).
- Replace six (6) isolation gates.
- Rehabilitate the Vortex Grit Chamber.
- Provide two (2) radar level sensors at the Bar Screen Influent and Effluent Channels.
- Replace corroded channel aeration system.
- Provide access hatch west of Influent Channel flow meter station to accommodate Vector truck access to remove accumulated debris.
- Provide the necessary DCS and SCADA integration of new equipment.

Primary: Plant 3 Scum Well

- Provide two (2) new submersible chopper pumps with level controls at the Plant 3 Scum Well.
- Design mixing system to break up and pump scum accumulation.
- Evaluate and recommend control strategy to coordinate Plant 3, RAS 1 and RAS 2 scum pumping systems.
- Apply corrosion protection coating to Scum Well walls.
- Replace existing Scum Well access cover with lightweight cover.
- Replace the existing MCC/PLC cabinets in the Plant 3 basement with new cabinets above ground.
- Evaluate lighting powered by MCC and upgrade fixtures to energy efficient fixtures.
- Provide the necessary DCS and SCADA integration of new equipment.
- Miscellaneous demolition of any abandoned scum suction piping.

Secondary: Aeration System C Meter Structure

- Provide bypass piping with accessible actuator(s) for the Aeration System C flow meter located at Meter Structure No. 2.

Task 1 – Preliminary Design

1.1 *Review Existing Information*

RMC will prepare a data request list for IEUA that will include, but not be limited to, existing facility information (record drawings, utility mapping, etc.), previous engineering reports and operational

procedures manuals for facilities related to the project, and available geotechnical reports within the vicinity of the project. RMC will maintain and update the data request list as additional needs are identified and data are received. Data received will be reviewed and assumptions developed for key data gaps. This task also includes one site visit.

1.2 Preliminary Design

RMC will prepare the following two Technical Memorandum (TM) as part of preliminary design:

- TM No. 1 – RP-1 Plant 3 Scum Well Upgrades
- TM No. 2 – RP-1 Headworks Rehabilitation

For all alternative design options, such as installation of Eutek Headcell Stacked Tray Grit Separation equipment in place of existing Aerated Grit Chamber and/or Vortex Grit Chamber, RMC will incorporate into the appropriate TM a full Business Case Evaluation that addresses the alternative's capital costs, operating costs and hydraulic impacts.

RMC will streamline the preliminary design process by building upon a previous TM, Preliminary Options for Solving Ragging Issues developed for IEUA's Montclair Lift Station project, in developing TM No. 1.

The PDR will incorporate TM Nos. 1 and 2 and will also include:

- Description and scope of the recommended project
- Design criteria
- Preliminary selection of major equipment, pipe sizes and materials, and corrosion protection
- Plan view and sections showing conceptual layout and approach for System C Flow Meter Bypass
- Catalogue cuts for major equipment
- Supporting calculations
- Preliminary estimate of probable construction cost
- Preliminary construction schedule

This task includes incorporation of one round of IEUA review comments for each TM and the PDR.

1.3 Geotechnical Evaluation

Based on the limited scope of underground work required for this project, a formal geotechnical investigation is not considered necessary and is therefore not included in this scope of work. If the scope of work changes or if during potholing of utilities soil conditions necessitate further geotechnical investigation, then RMC will immediately notify IEUA and provide a recommendation for the level of geotechnical investigation required.

1.4 Utility Research

RMC will use utility locating equipment and techniques, including electronic locating and ground penetrating radar (GPR), to field confirm existing substructures shown on record drawings and identify other potential substructures in the project area. Based on the information provided by IEUA in Task 1.1

and the field utility locating, RMC will map existing substructures. Utility potholing, as detailed in Task 1.6, will be used to further confirm the locations of existing and potential substructures.

Task 1.5 *Survey (Design Survey)*

Design survey shall include location of surface topography and features, a benchmark circuit that will establish a benchmark or temporary benchmark for the project, location of facilities and key elements within each facility, location of electrical and controls tie-in points, and survey of utility pothole locations. If surveying can be performed in conjunction with the RP-1 Mixed Liquor Return Pumps project, then mobilization costs included in the original fee estimate for the RP-1 Headworks, Primary and Secondary Upgrades project can be avoided.

Task 1.6 *Utility Potholing*

RMC's utility locating subconsultant will use exploratory excavation to accurately locate existing substructures. Field utility locating will be performed to allow a more focused approach to potholing. RMC will pothole identified utilities crossing proposed conduits and parallel utilities that could be within the proposed trench excavation. This scope of work and fee assumes potholing at up to 35 locations. If fewer than 35 potholes are required, our fee structure allows a reduction for this item. If field utility locating and potholing can be performed in conjunction with the RP-1 Mixed Liquor Return Pumps project, then mobilization costs included in the original fee estimate for the RP-1 Headworks, Primary and Secondary Upgrades project can be avoided.

We anticipate that potholing will be most useful after approval of the PDR and prior to 50% design completion, when and the location of proposed substructure facilities is solidified. During preliminary design, the exact location of proposed substructures will not be known; therefore, potholing that early in the project may not provide the best data to reduce change order risk.

Task 1.7 *Coordination with SCADA Enterprise Consultant*

RMC understands that IEUA has retained a separate consultant to manage the design and implementation of a new SCADA Enterprise System. As indicated in the RFP, there are Control Panels and Remote Input/Output (I/O) Panels that provide monitoring and control of the treatment process. Each panel is unique and may have Foxboro IA DCS components, Rockwell Automation controllers, and other miscellaneous related equipment. For panels associated with the proposed upgrades, RMC will identify the components within each panel and coordinate with IEUA and its SCADA Enterprise Project consultant to ensure that the proposed design includes the necessary specifications to integrate with the future SCADA Enterprise System. It is assumed that the SCADA Enterprise Project consultant will identify the specific PLC platform (new or existing) to be used for control of the proposed upgrades. Details of programming methods and any developed SCADA standards to be followed shall be provided to RMC at the 50% Design Workshop. The SCADA Enterprise Project consultant shall specify the I/O cabinet location(s) for termination of proposed I/O for monitoring and control of equipment provided as part of the proposed upgrades.

Task 1 Assumptions:

- *IEUA will timely provide requested data or make requested data available*
- *IEUA will provide information in electronic format when available*
- *RMC will not be responsible for upgrading any components, controllers or miscellaneous equipment outside of the scope of the selected project*

Task 1 Deliverables

- *Draft and Final TMs (Electronic PDF files delivered via email or FTP; up to 15 hard copies)*
- *Draft and Final PDR (Electronic PDF files delivered via email or FTP; up to 15 hard copies)*

Task 2 – Design Plans and Specifications

At all stages of the design (50%, 85% and 100%), RMC will use AutoCAD 3D to prepare 3D CAD models for the proposed project. The 3D CAD model will reflect only the portions of the RP-1 facility necessary to communicate the proposed scope of work to IEUA staff and contractors. Due to the low level of complexity, the 3D CAD model will depict an appropriate level of detail to communicate the design to IEUA staff without the need for developing renderings.

2.1 50% Design

The 50% Design milestone will include a 50% Design Workshop where the 3D model will be presented to IEUA staff. Prior to the 50% Design Workshop, RMC will submit a 50% Design review package that includes the following:

- **Design Plans**
 - Detailed Equipment Schedules
 - Plan and Profiles
 - Structural Plans and Elevations
 - Yard Piping
- **Design Survey**
- **Catalogue Sheets for Major Equipment**
- **Draft Specifications**
 - Table of Contents
 - Major Equipment
- **Supporting Calculations**
- **Draft Process Control Narrative – The Process Control Narrative will be limited to those controls installed or modified as part of the proposed design and will be consistent with the template provided in Attachment K of the RFP.**
- **Draft Operations Procedure Manual – Per Task 3.3.**

2.2 85% Design

RMC will submit a review package upon 85% completion of design that reflects or responds to 50% design review comments received from IEUA and will include the following:

-
- Design Plans
 - Specifications
 - Proposed edits to IEUA's Standard Specifications
 - Updated estimate of probable construction cost
 - Updated supporting calculations
 - Updated Process Control Narrative
 - Control System Subcontractor Pre-Qualification Package

2.3 100% Design

RMC will submit a review package upon 100% completion of design that reflects or responds to 85% design review comments received from IEUA and will include the following:

- Design Plans
- Specifications
- Standard Specifications incorporating edits accepted by IEUA
- Final Engineer's Estimate
- Final supporting calculations
- Final Process Control Narrative
- Asset List
- Shop Drawing Submittal List
- Arc-Flash Locations List

2.4 Final Plans and Specifications

RMC will update the 100% Design package to reflect final comments received from IEUA. Upon IEUA's acceptance of the Plans and Specifications, RMC will submit the following:

- Final Plans – Mylar sheets and electronic PDF format
- Final Specifications – Hard copy (unbound) and electronic PDF format
- Final supporting calculations
- Final Engineer's Estimate

Task 2 Assumptions:

- *IEUA will provide complete review of each design deliverable and provide consolidated comments within 14 calendar days of receiving each design deliverable*
 - *IEUA will provide review comments in electronic format*
 - *IEUA or its SCADA Enterprise Project consultant will identify the specific PLC platform (new or existing) to be used for control of the proposed upgrades, provide details of programming methods and SCADA standards by the 50% Design Workshop, and specify I/O termination locations for proposed scope of work*
-

Task 2 Deliverables

- **50% Design (Electronic PDF files delivered via email or FTP; up to 15 hard copies each of Plans and Specifications and 3 copies of all other documents)**
- **85% Design (Electronic PDF files delivered via email or FTP; up to 15 hard copies each of Plans and Specifications and 3 copies of all other documents)**
- **100% Design (Electronic PDF files delivered via email or FTP; up to 15 hard copies each of Plans and Specifications and 3 copies of all other documents)**
- **Final Plans and Specifications (Electronic PDF files delivered on two CDs; one copy each of wet-signed full-size Plans, Specifications, and Calculations and one copy each of half-size Plans and all other documents)**
- **Final Plans, AutoCAD files (Electronic files delivered on CD)**

Task 3 – Construction Administration Assistance

Task 3.1 Pre-Bid Support

During the advertising period, RMC will respond to questions from Bidders, will attend a pre-bid meeting and will assist in preparation of up to two addenda. This task assumes all questions can be answered with written responses and no revisions will be required to the drawings.

Task 3.2 Bid Evaluation

RMC will review bids received and provide a written recommendation to IEUA as required.

Task 3.3 Operation Procedures Manual

RMC will prepare an Operation Procedures Manual consistent with the template referenced in the RFP. The manual will be limited to the operational modifications made to the existing processes and is not intended to serve as a manual for the entire Headworks, Primary or Secondary systems.

Task 3 Assumptions:

- **None**

Task 3 Deliverables

- **Addenda (as required)**
 - **Operation Procedures Manual (Electronic PDF files delivered via CD and two hard copies)**
-

Task 4 – Project Management

4.1 *Project Meetings/Workshops*

RMC will prepare for and attend up to seven project meetings/workshops with IEUA at key points throughout design of the project. The meetings are anticipated to include the following:

- **Kickoff Meeting**
- **PDR Review Meeting**
- **50% Design Workshop**
- **85% Design Review Meeting**
- **100% Design Review Meeting**
- **Process Controls Narrative Meeting**
- **One additional meeting (TBD)**

RMC will prepare an agenda and meeting notes for each meeting/workshop identified above and distribute to the IEUA Project Manager. At a minimum, RMC's Project Manager will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls, which may also include web-based presentations.

4.2 *Project Tracking and Communication*

RMC will prepare and submit progress reports and an updated project schedule with the monthly project invoice. RMC will provide regular project coordination, communication and updates to IEUA and track the project scope, budget and schedule. Since the same Project Manager for the RP-1 Mixed Liquor Return Pumps project will be managing the RP-1 Headworks, Primary and Secondary Upgrades project, project management duties can be streamlined and a cost savings realized.

4.3 *Quality Assurance and Quality Control*

RMC will implement its Quality Assurance and Quality Control Program requirements for the project, which will include senior level technical review of major project deliverables.

Task 4 Assumptions

- ***Project duration is approximately 12 months (design and bid support)***

Task 4 Deliverables

- ***Meeting Agendas (PDF or Microsoft Word files by email)***
 - ***Meeting Minutes (PDF or Microsoft Word files by email)***
 - ***Monthly Project Schedule (hard copy with invoice)***
 - ***Monthly Progress Report (hard copy with invoice)***
-

Exhibit B



Inland Empire Utilities Agency
RP-1 Headworks, Primary and Secondary Upgrades

Fee Estimate

Item	Unit	Quantity	Unit Price	Amount	Category	Subcategory	Notes
1.1 Survey	Station	15	110	1,650	100	100	
1.2 Office	Station	15	100	1,500	100	100	
1.3 Utilities	Station	15	100	1,500	100	100	
1.4 Other	Station	15	100	1,500	100	100	
1.5 Survey	Station	15	110	1,650	100	100	
1.6 Office	Station	15	100	1,500	100	100	
1.7 Utilities	Station	15	100	1,500	100	100	
1.8 Other	Station	15	100	1,500	100	100	
1.9 Survey	Station	15	110	1,650	100	100	
1.10 Office	Station	15	100	1,500	100	100	
1.11 Utilities	Station	15	100	1,500	100	100	
1.12 Other	Station	15	100	1,500	100	100	
1.13 Survey	Station	15	110	1,650	100	100	
1.14 Office	Station	15	100	1,500	100	100	
1.15 Utilities	Station	15	100	1,500	100	100	
1.16 Other	Station	15	100	1,500	100	100	
1.17 Survey	Station	15	110	1,650	100	100	
1.18 Office	Station	15	100	1,500	100	100	
1.19 Utilities	Station	15	100	1,500	100	100	
1.20 Other	Station	15	100	1,500	100	100	
2.1 Excavation	Station	15	110	1,650	100	100	
2.2 Office	Station	15	100	1,500	100	100	
2.3 Utilities	Station	15	100	1,500	100	100	
2.4 Other	Station	15	100	1,500	100	100	
2.5 Survey	Station	15	110	1,650	100	100	
2.6 Office	Station	15	100	1,500	100	100	
2.7 Utilities	Station	15	100	1,500	100	100	
2.8 Other	Station	15	100	1,500	100	100	
2.9 Survey	Station	15	110	1,650	100	100	
2.10 Office	Station	15	100	1,500	100	100	
2.11 Utilities	Station	15	100	1,500	100	100	
2.12 Other	Station	15	100	1,500	100	100	
2.13 Survey	Station	15	110	1,650	100	100	
2.14 Office	Station	15	100	1,500	100	100	
2.15 Utilities	Station	15	100	1,500	100	100	
2.16 Other	Station	15	100	1,500	100	100	
2.17 Survey	Station	15	110	1,650	100	100	
2.18 Office	Station	15	100	1,500	100	100	
2.19 Utilities	Station	15	100	1,500	100	100	
2.20 Other	Station	15	100	1,500	100	100	
3.1 Excavation	Station	15	110	1,650	100	100	
3.2 Office	Station	15	100	1,500	100	100	
3.3 Utilities	Station	15	100	1,500	100	100	
3.4 Other	Station	15	100	1,500	100	100	
3.5 Survey	Station	15	110	1,650	100	100	
3.6 Office	Station	15	100	1,500	100	100	
3.7 Utilities	Station	15	100	1,500	100	100	
3.8 Other	Station	15	100	1,500	100	100	
3.9 Survey	Station	15	110	1,650	100	100	
3.10 Office	Station	15	100	1,500	100	100	
3.11 Utilities	Station	15	100	1,500	100	100	
3.12 Other	Station	15	100	1,500	100	100	
3.13 Survey	Station	15	110	1,650	100	100	
3.14 Office	Station	15	100	1,500	100	100	
3.15 Utilities	Station	15	100	1,500	100	100	
3.16 Other	Station	15	100	1,500	100	100	
3.17 Survey	Station	15	110	1,650	100	100	
3.18 Office	Station	15	100	1,500	100	100	
3.19 Utilities	Station	15	100	1,500	100	100	
3.20 Other	Station	15	100	1,500	100	100	
4.1 Excavation	Station	15	110	1,650	100	100	
4.2 Office	Station	15	100	1,500	100	100	
4.3 Utilities	Station	15	100	1,500	100	100	
4.4 Other	Station	15	100	1,500	100	100	
4.5 Survey	Station	15	110	1,650	100	100	
4.6 Office	Station	15	100	1,500	100	100	
4.7 Utilities	Station	15	100	1,500	100	100	
4.8 Other	Station	15	100	1,500	100	100	
4.9 Survey	Station	15	110	1,650	100	100	
4.10 Office	Station	15	100	1,500	100	100	
4.11 Utilities	Station	15	100	1,500	100	100	
4.12 Other	Station	15	100	1,500	100	100	
4.13 Survey	Station	15	110	1,650	100	100	
4.14 Office	Station	15	100	1,500	100	100	
4.15 Utilities	Station	15	100	1,500	100	100	
4.16 Other	Station	15	100	1,500	100	100	
4.17 Survey	Station	15	110	1,650	100	100	
4.18 Office	Station	15	100	1,500	100	100	
4.19 Utilities	Station	15	100	1,500	100	100	
4.20 Other	Station	15	100	1,500	100	100	
5.1 Excavation	Station	15	110	1,650	100	100	
5.2 Office	Station	15	100	1,500	100	100	
5.3 Utilities	Station	15	100	1,500	100	100	
5.4 Other	Station	15	100	1,500	100	100	
5.5 Survey	Station	15	110	1,650	100	100	
5.6 Office	Station	15	100	1,500	100	100	
5.7 Utilities	Station	15	100	1,500	100	100	
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5.15 Utilities	Station	15	100	1,500	100	100	
5.16 Other	Station	15	100	1,500	100	100	
5.17 Survey	Station	15	110	1,650	100	100	
5.18 Office	Station	15	100	1,500	100	100	
5.19 Utilities	Station	15	100	1,500	100	100	
5.20 Other	Station	15	100	1,500	100	100	
6.1 Excavation	Station	15	110	1,650	100	100	
6.2 Office	Station	15	100	1,500	100	100	
6.3 Utilities	Station	15	100	1,500	100	100	
6.4 Other	Station	15	100	1,500	100	100	
6.5 Survey	Station	15	110	1,650	100	100	
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6.12 Other	Station	15	100	1,500	100	100	
6.13 Survey	Station	15	110	1,650	100	100	
6.14 Office	Station	15	100	1,500	100	100	
6.15 Utilities	Station	15	100	1,500	100	100	
6.16 Other	Station	15	100	1,500	100	100	
6.17 Survey	Station	15	110	1,650	100	100	
6.18 Office	Station	15	100	1,500	100	100	
6.19 Utilities	Station	15	100	1,500	100	100	
6.20 Other	Station	15	100	1,500	100	100	

- 1. The bid/contract/ready rates include safety, overhead and profit.
- 2. Subcontractors will be listed in column next to job 10%.
- 3. Other direct costs (DOC) such as transportation, delivery, mileage (both), and travel expenses, will be billed at actual cost plus 10%.
- 4. Work effort shall include two days of instrument leveling (GPR and electronic leveling) and 10 safety protocols. Fee does not include mobilization costs - statement work will be performed at same time and under same modification as per-1 listed Upper Return Pumps work.
- 5. Work effort will be as required to provide topographic mapping for the project, including a minimum of one field day for ground survey. Fee does not include mobilization costs - statement work will be performed at same time and under same modification as per-1 listed Upper Return Pumps work.
- 6. BMC reserves the right to adjust its hourly rate structure and DOC markup at the beginning of 2017, and subsequent calendar years, for all ongoing contracts.

Exhibit C



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: #####
Address:	Contract No.: 46-XXXX	IEUA Project Manager: Jamal Zughbi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:			Invoice No./Consult Ref: XXXXXX
Proj. Name & No: RP-1 Improvements Project, EN15xxx			

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-XXXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

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

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	From: 9/1/2015	From:	
	To: 9/30/2015	To:	
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

Total Contract		Contract Start Date:	10/9/2014
Total Original Contract	\$0.00	Contract Duration:	365
Total Contract Amendments	\$0.00	Contract Completion Date:	10/9/2015
Total Payments to Date	\$0.00	Authorized Time Extension:	0
Back Charges	\$0.00	Revised Completion Date:	10/9/2015
Payment this period	\$0.00	PROJECT COMPLETION SUMMARY:	
Balance of Contract	\$0.00	Contract Time Expired:	102%
		Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

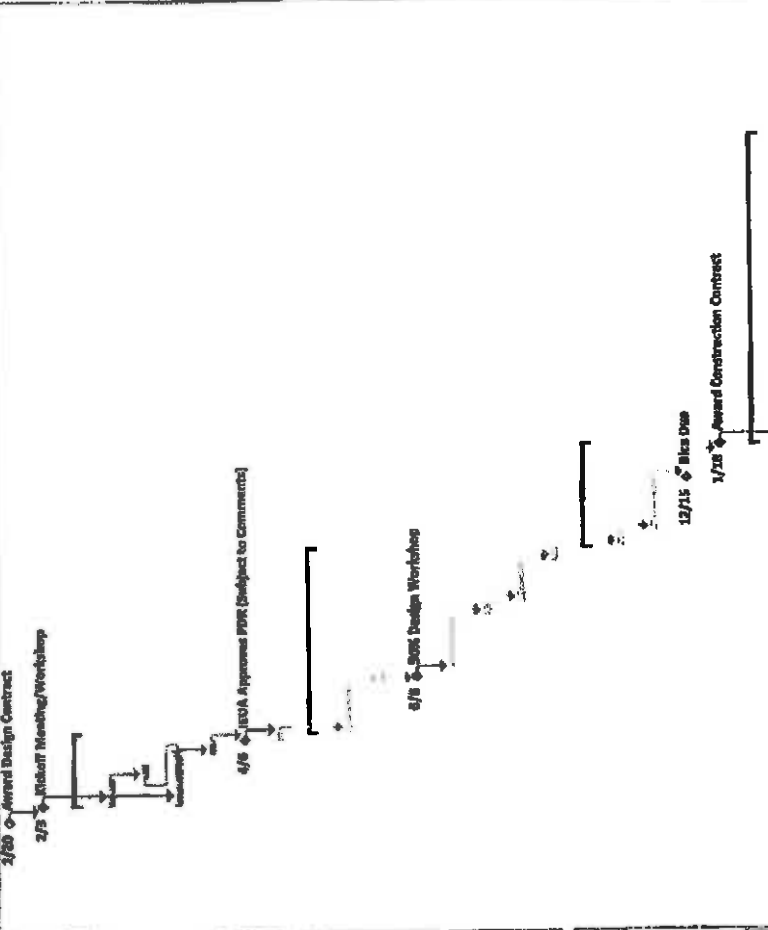
Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

Exhibit D

IEUA RP-1 Headworks, Primary, and Secondary Upgrades

10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015 - 10/4/2015
 Dec: Headworks, Primary, and Secondary Upgrades



Task Name	Start	Finish	Duration
Award Design Contract	Wed 1/20/16	Wed 1/20/16	0 days
Kickoff Meeting/Workshop	Wed 2/3/16	Wed 2/3/16	1 day
Draft T&E Nos. 1 & 2	Thu 2/4/16	Mon 2/29/16	18 days
IEUA Review (T&E Nos. 1 & 2)	Tue 3/1/16	Mon 3/14/16	10 days
Draft Preliminary Design Report (PDR)	Thu 2/4/16	Wed 5/23/16	85 days
IEUA Review (PDR)	Thu 3/24/16	Wed 4/6/16	10 days
IEUA Approves PDR (Subject to Comments)	Wed 4/6/16	Wed 4/6/16	0 days
Incorporate Comments & Finalize PDR	Thu 4/7/16	Wed 4/13/16	5 days
50% Design Development	Thu 4/14/16	Mon 5/30/16	33 days
IEUA Review (80% Design)	Tue 5/23/16	Mon 6/19/16	10 days
50% Design Workshop	Mon 6/6/16	Mon 6/6/16	0 days
85% Design Development	Tue 6/7/16	Thu 8/4/16	38 days
IEUA Review (85% Design)	Fri 8/5/16	Thu 8/18/16	2 wks
100% Design Documents	Fri 8/29/16	Mon 9/26/16	27 days
IEUA Review (100% Design)	Tue 9/27/16	Mon 10/10/16	2 wks
Final Design Package Development	Tue 10/21/16	Mon 10/24/16	2 wks
Advertise	Tue 10/25/16	Thu 12/13/16	36 days
Bids Due	Thu 12/15/16	Thu 12/15/16	0 days
Award Construction Contract	Wed 1/18/17	Wed 1/18/17	0 days
Contract/Bond/ATP	Thu 3/1/17	Wed 3/1/17	30 days
Construction of Headworks/Primary/Secondary	Thu 3/2/17	Wed 11/8/17	180 days
Project Closeout	Thu 11/9/17	Thu 11/9/17	0 days
As-built Preparation	Fri 11/10/17	Thu 11/16/17	1 wk




Work Schedule


**ACTION
ITEM
1E**


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (1/13/16)
Finance, Legal, and Administration Committee (1/13/16)

From: P. Joseph Grindstaff
General Manager 

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

Kenneth Tuliau 
Manager of Maintenance

Subject: Contract Award for As-Needed Supply of Pipe and Hardware Items

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002023 to ASAP Industrial Supply of Fontana, California, establishing a three-year contract for the purchase of pipe and steel products (one-year firm-fixed price with two, one-year options); and
2. Authorize the General Manager or his designee to execute the contract with two, one-year potential contract extensions.

BACKGROUND

Miscellaneous pipe and steel products are used throughout the Agency for the repair and maintenance of Agency's equipment. In 2008, a contract with American Material Company was approved by the Board for as-needed piping and steel supplies for operations and maintenance purposes. This fiscal year, Agency staff reviewed the utilization of these piping supplies and recommended to re-bid the contract for a more competitive pricing.

A list of 250 inventory and non-inventory products was sent out to bid for pricing, based on the Agency's actual procurement activity and usage over a twelve-month period. Staff solicited proposals through The BidNet Network online solicitation system. Three responsive proposals were received; American Material Company, Applied Industrial Supply, and ASAP Industrial

Contract Award for As-Needed Supply of Pipe and Hardware Items

January 20, 2016

Page 2

Supply. Of those three proposals, ASAP Industrial Supply was the lowest bidder. This contract with ASAP Industrial Supply ensures a fixed price, as identified on the rate schedule, for the duration of the contract. Miscellaneous pipe and steel products will be purchased on an “as needed/as ordered” basis. The annual average expenditure for pipe and steel products for maintenance is approximately \$85,000 per year.

PRIOR BOARD ACTION

On June 18, 2008, the Board approved the competitive award of Contract No. 4600000197 to American Materials Supply.

IMPACT ON BUDGET

Funds have been included in the current fiscal year, FY 2016/17, and FY 2017/18 Regional Operations and Maintenance (RO) fund, O&M Materials & Supplies budget for the purchase of miscellaneous pipe and steel products.



CONTRACT NUMBER: 4600002023

FOR

AS-NEEDED SUPPLY OF PIPE AND HARDWARE ITEMS

This CONTRACT (Contract), is made and entered into this 15th day of December, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and ASAP Industrial Supply of Fontana, California (hereinafter referred to as "Supplier"), for the as-needed supply of pipe and hardware items.

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

A. **PROJECT MANAGER:** All direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are as follows:

Project Manager: Charlie Batongmalaque
Location: 2662 E. Walnut Street
Ontario, CA 91761
Telephone: (909) 993-1883
Email: cbatongmalaque@ieua.org

B. **SUPPLIER ASSIGNMENT:** Inquiries related to this Contract shall be referred to the following:

Supplier's Representative: Diane Blackburn
Address: 10927 Jasmine Street
Fontana, CA 92337
Telephone: (909) 923-2727
Facsimile: (909) 429-9656
E-mail: diane@asapis.com

C. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the general terms and conditions, addenda, attachment(s), or other contractual documents, the governing order of precedence shall be as follows:

1. Amendment(s) to Contract No. 4600002023
2. Contract No. 4600002023, including Exhibit A - Price Schedule
3. Addenda to Request for Proposal No. RFP-RH-15-052
4. Agency's Request for Proposal No. RFP-RH-15-052
5. Supplier's Best & Final Proposal dated November 16, 2015

D. **SCOPE OF WORK / GENERAL INFORMATION:** This is a fixed unit price master contract covering the "as needed" supply of various pipe and hardware items.

Estimated Quantities: The Supplier shall supply the pipe and hardware items to be used by the Agency on an "as needed/as ordered" basis during the term of this Contract. A list of hardware items which may be needed/ordered by the Agency is shown under Exhibit A - Price Schedule and constitutes a representative example listing of items which may be needed/ordered by the Agency in the future. However, the Agency will not be obligated to purchase any specific items and/or quantities and reserves the right to purchase either more, less or none of these products at the fixed unit price documented within this Contract.

Ordering Protocol: Delivery orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period. Supplier will be provided a list of Agency personnel who are authorized to place delivery orders against this master contract. The Agency may update said authorization list from time to time as necessary. Only the personnel reflected on said list will be authorized to place delivery orders. Delivery orders shall be transmitted to Supplier via e-mail only. Verbal orders shall not be accepted.

Shipping Instructions: Shipments shall be made within 2 business days after issuance of a written (e-mailed) order from authorized Agency personnel. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m. In select cases, Agency personnel may choose to "will call" the ordered items from the selected Supplier's facility.

Delivery Locations: Delivery orders may ship to the following addresses; one of which will be specified by IEUA ordering personnel at time of e-mail order placement:

Regional Plant No. 1 – Warehouse
2662 E. Walnut St.
Ontario, CA 91761

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

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

Regional Plant No. 4
12811 6th Street
Rancho Cucamonga, CA 91729

Regional Plant No. 5
6068 Kimball Ave.
Chino, CA 91708

The Agency reserves the right to add any additional locations as may subsequently be required. Any added locations shall receive the same product, service, pricing, etc. as required in the original Contract.

Termination: The Agency may reject delivery or terminate the Contract if the quality of the delivered product is substandard. In the event delivered product is rejected, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The Agency may terminate the Contract or simply refrain from placing subsequent delivery orders should two or more deliveries be rejected in a one year period.

E. **TERM OF CONTRACT / OPTIONS:** The term of this Contract shall run from the date of its bi-lateral execution through January 31, 2017. Additionally, upon the Agency and the Supplier reaching mutual agreement as to any/all revisions needed to the Exhibit A - Rate Schedule, this Contract may be extended via formal written amendment and via one year increments, for up to two (2) additional years; which would result in an aggregate total Contract term of three years. In the event the Agency desires to exercise the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term or any extension thereof.

F. (This section has been intentionally deleted.)

- G. **PAYMENT AND COMPENSATION:** The Agency shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any product which does not meet or exceed Agency requirements or have proven unacceptable until such product is replaced and accepted by the Agency's Contract Administrator.

Supplier's invoices shall be submitted to: Inland Empire Utilities Agency
Attn: Accounts Payable Department
P.O. Box 9020
Chino Hills, CA 91709

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

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the Price Schedule listed under Exhibit A to this document.

Supplier Mark-Up Percentage for Unlisted Items: If the Agency requests Supplier to provide an item(s) not listed within the Exhibit A - Price Schedule, the price paid by Agency to the Supplier shall be +12.0% above the actual cost paid by Supplier for that un-listed item(s).

H. **FITNESS FOR DUTY:**

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. 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
 - c. 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.
2. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

- I. **REQUIRED INSURANCE:** During the term of this Contract, the Supplier shall maintain at Supplier's sole expense, the following insurance.

A. **Minimum Scope of Insurance:**

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.

2. **Automobile Liability:** \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
 3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention (as respects the Agency), its officers, officials, employees, volunteers, property owners and engineers under contract to the Agency; or the Supplier 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 additionally insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Supplier, products and completed operations of the Supplier, premises owned, occupied or used by the Supplier, or automobiles owned, leased, hired or borrowed by the Supplier. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.
 - b. The Supplier'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 Supplier'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 Supplier'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 Supplier 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 Supplier for the Agency.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after ten (10) 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: Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submission of Certificates: Supplier shall submit all required certificates and endorsements to the following:

Roger Hughbanks (via e-mail: rhughbanks@ieua.org) or
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing and/or pending state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing 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 Supplier or its employees.
3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the IEUA Contract Administrator.
4. Indemnification: Supplier 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:
 - A. The negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on

account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Supplier;

C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Supplier to faithfully perform the work and all of the Supplier's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

5. **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.
6. **Equal Opportunity:** During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. **Disputes:**
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier 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.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier 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 Supplier 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 Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), 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 CEO/GM 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 Supplier is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
 - c. 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:
 - (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.

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

(3) 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.

d. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a Supplier 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 Supplier.

K. **INFRINGEMENT:** Supplier represents and warrants that Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violation of any Proprietary Rights of any person.

Supplier 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 attorneys' fees and expenses arising out of any claim that use of the Work or Documentation, to replace or modify the Work and Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Supplier 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.

L. **TAXES, FEES, AND CHARGES:** The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.

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

Agency: Warren Green
Manager of Contracts/Procurement & Facilities Services
Inland Empire Utilities Agency, A Municipal Water District
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Veronica Schmidt
Partner
ASAP Industrial Supply
10927 Jasmine Street
Fontana, CA 92337

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.

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the Agency and the Supplier 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 Supplier. (Government Code Section 4154)
- O. **GOVERNING LAW:** This Contract is to be governed by and construed in accordance with the laws of the State of California.
- P. **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 Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or Agency shall be null, void, and of no legal effect whatsoever.
- R. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **TERMINATION:** The Agency reserves the right to, at any time, immediately suspend and/or terminate this Contract upon issuance of written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination.
- T. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- U. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

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

INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District:

ASAP INDUSTRIAL SUPPLY:

P. Joseph Grindstaff
General Manager

Date

Veronica Schmidt

Veronica Schmidt/
Partner

12/9/15

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WE Insurance
4540 Kearny Villa Road
Suite 112
San Diego CA 92123

CONTACT NAME: Greg Ellis
PHONE (AG, In, Ext): (658) 569-2030 FAX (AG, Ext): (658) 277-4901
E-MAIL ADDRESS: greg@we-insurance.com

INSURED
Asap Industrial Supply Inc
20927 Jasmine St
Fontana CA 92337

(908) 629-3666

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Security National Insurance Co	33120
INSURER B: Golden Eagle Insurance Company	10836
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 3613

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADD. INSUR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	BZ81656154420	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	BAW1656154420	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	SWC1085929	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Inland Empire Utilities Agency, its officers, officials, employees, volunteers, property owners or engineers are listed as additional insured as required by written contract. Primary & Non-Contributory wording applies. 30 day notice for cancellation or policy change. 10 day notice for non-pay.

CERTIFICATE HOLDER

Inland Empire Utilities Agency
Attn: Roger Hughes
P.O. Box 9020
Chino Hills CA 91709

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INFORMATION


ITEM


2A

Date: January 13, 2016

To: Engineering, Operations, and Biosolids Management Committee
(01/13/16)
Finance, Legal, and Administration Committee (01/13/16)

From: P. Joseph Grindstaff 
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: RP-1/RP-5 Expansion PDR Consultant Contract Award Update

RECOMMENDATIONS

This is an informational item for the Board of Directors.

BACKGROUND

Beginning in June 2013, Inland Empire Utilities Agency (IEUA) started a planning initiative to update the Agency's Wastewater Facilities Master Plan (WFMP). As part of the WFMP, the Agency planned facilities for growth and optimization of wastewater collection, treatment, and recycled water systems. The WFMP incorporated the wastewater flow projections developed by the Integrated Water Resources Plan (IRP) and operational knowledge of the existing treatment systems, to develop a comprehensive facilities and operations plan. According to the WFMP, influent wastewater flows are projected to increase as a result of population growth in the service area. By the year 2060, influent flows at RP-1 are projected to increase as much as 20 percent and more than double at RP-5. The following table provides the current facility treatment capacities, forecasted 2035 and 2060 influent flows, and the year the existing facility treatment capacity is anticipated to be exceeded:

Forecasted Influent Sewer Flows for RP-1 & RP-5				
Facility	Existing Capacity	2035 Flow	2060 Flow	Capacity Exceeded
RP-1	32 MGD*	33.1 MGD	36.3 MGD	2030
RP-5	15.0 MGD	20.2 MGD	27.2 MGD	2025

* Estimated capacity as identified in WFMP

In addition to growth, the United States Army Corps of Engineers (USACE) has begun a project to raise the Prado Dam Spillway. The result of this project will raise the high water level behind the dam causing the RP-2 solids treatment facility to be in danger of flooding. Therefore, RP-2 will need to be decommissioned and a new RP-5 solids treatment facility constructed with a capacity to treat existing and projected southern service area flows.

The Agency created a project to develop a consolidated Preliminary Design Report (PDR) for the RP-1 Liquids Treatment Expansion, RP-1 Solids Treatment Expansion, RP-5 Liquids Treatment Expansion, and RP-5 Solids Treatment Facility. The PDR is anticipated to consist of three separate volumes, which include: RP-1 Liquids & Solids Treatment Expansion, RP-5 Liquids Treatment Expansion, and RP-5 Solids Treatment Facility. The PDR will determine the necessary size of the required treatment capacity expansions at each of the facilities, provide the schedule for completion of design and construction, and provide the project costs (design, construction, internal labor, & contingency).

Staff issued a request for proposal for consultant engineering services to complete the RP-1 and RP-5 Expansion PDR on November 3, 2015, and received three highly qualified proposals on December 10, 2015: a joint venture between CH2M and Carollo, a joint venture between Parsons and Brown & Caldwell, and MWH. A Technical Review Committee consisting of various Agency departments and member Agency representatives was established to review and evaluate each of the written proposals. In addition, interviews were conducted with all three prospective engineering consulting teams on January 5, 2016. Staff has entered negotiations with the top ranked engineering consulting team and will present the selected engineering team and the final contract price to the Board of Directors on January 20, 2016.

The total combined project budget for EN16025, RP-1 Expansion PDR, and EN16028, RP-5 Expansion PDR, has been set at \$3,000,000 with \$2,500,000 allocated for consulting engineering services and \$500,000 allocated for internal labor. In addition, the Agency has been preliminary approved for a \$3,000,000 Planning SRF Loan to fund the project. The RP-1 and RP-5 Expansion PDR is scheduled to be completed within one year of the contract award with a completion date of January 20, 2017.

This PDR supports the Agency's Wastewater Management Capacity Business Goal objective that IEUA will maintain capacity within systems and facilities to meet essential service demands and to protect public health and environment.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

PJG:CB:SS:jm

RP-1 & RP-5 Expansion Pre-Design Report Consulting Engineering Services Contract Award

Project No. EN16025 & EN16028
January 2016



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

Jason Marsailles, P.E.,
Senior Engineer



RP-1 & RP-5 Expansion PDR Project Background

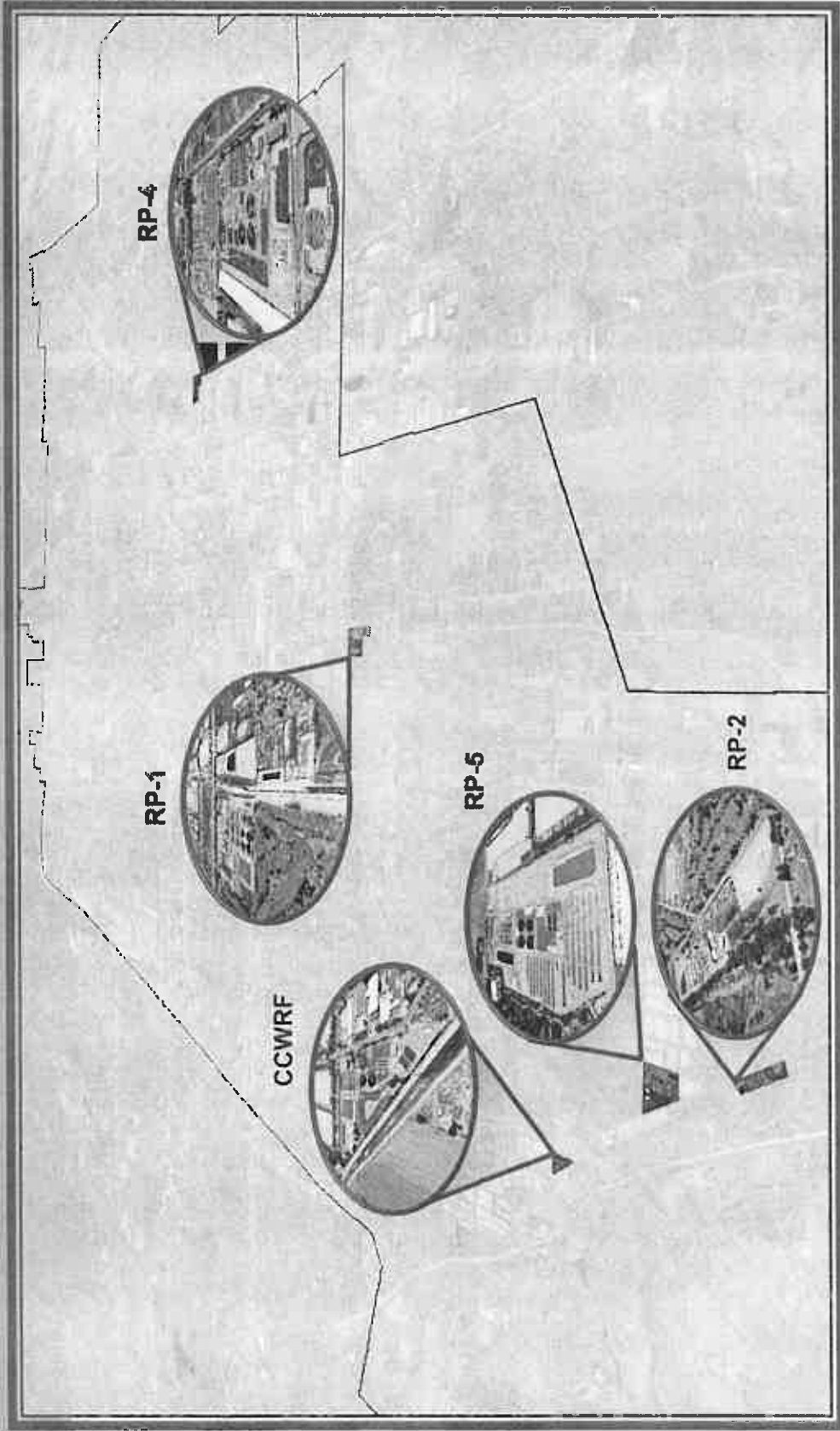
- Wastewater Facilities Master Plan (WFMP) completed April 2015

Forecasted Influent Sewer Flows for RP-1 & RP-5				
Facility	Existing Capacity	2035 Flow	2060 Flow	Capacity Exceeded
RP-1	32 MGD*	33.1 MGD	36.3 MGD	2030
RP-5	15.0 MGD	20.2 MGD	27.2 MGD	2025

* 2015 Wastewater Facilities Master Plan Modeled Capacity with Installation of MLR Pumps

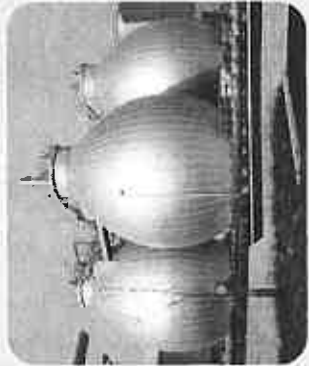
- Requirement to expand RP-1 by 2030
- Requirement to expand RP-5 by 2025
- Relocate RP-2 to new RP-5 Solids Treatment Facility prior to USACE completing project to raise elevation of Prado Dam Spillway.

Project Locations



Project Scope

One PDR with three separate volumes



**RP-5
Solids Treatment
Facility**



**RP-5 Liquids
Treatment
Expansion**



**RP-1 Liquids &
Solids Treatment
Expansion**

Project Schedule

Project Phase	Date
Receipt of Consulting Engineering Proposals	Dec. 10, 2015
Consultant Interviews	Jan. 5, 2016
Consulting Engineering Services Contract Award	Jan. 20, 2016
Preliminary Design Report Completion	Jan. 20, 2017

Project Budget

Description	Projected Cost
Consultant Pre-Design Fee	\$2,500,000
Project Management (Internal Labor)	\$500,000
Total	\$3,000,000
Total Project Budget	\$3,000,000

- Project is eligible for \$3M SRF Planning Loan

INFORMATION
ITEM
2B

Engineering and Construction Management Project Updates January 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

EN15008 - Water Quality Laboratory

- Engineering consultant: The Austin Company
- Current contract: \$1.35 M
- Total project budget: \$21 M
- Scope of work: Design and construction of new water quality laboratory
- Current activities:
 - Laboratory – 85% design complete
 - Central plant – 85% design review
 - Solar system RFP in progress
 - Control system/commissioning coordination
- Focus points:
 - Complete 100% design
 - Construction cost estimate review/update
 - Contractors pre-qualification – advertise on PlanetBids in Jan 2016
 - Lab furniture selection and coordination
 - Fire alarm, communication, and security interface



Lab Rendering

EN16049 – Conference Rooms Audio-Visual Upgrades

- Engineering consultant: Vantage Technology Consulting
- Current contract: \$50 K
- Total project budget: \$700 K
- Scope of work:
 - Evaluate current and future AV needs
 - Develop functional specifications and cost estimates
- Current Activities:
 - Contract execution
 - Kickoff meeting
- Focus Point:
 - Identify key staff for interviews as part of needs analysis



Board Member Audio Visual



Event Center

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:
 - Transition of Tertiary and Recycled Water System
 - Cleaning up and organizing all existing RIO cabinets
 - Checking all systems for final compliance to contract
- Contract completion: February 2016
- Percent complete: 95%
- Focus point:
 - Clean up and checking all systems for compliance



Tertiary Control Panel



Final Control Room Screen Configuration

EN08023.06 RP-1 Primary Clarifier 2015 Rehab Project

- Contractor: J.R. Filanc
- Current contract value: \$784 K
- Total project budget: \$6 M
- Scope of work: Replace chain and flight equipment in 8 clarifiers
- Current activities:
 - Wastewater testing of clarifiers
- Contract completion: January 2016
- Percent complete: 100%
- Focus points:
 - Allied-Locke will be on site to dry run to certify the remaining three clarifiers
 - Project closeout administrative activities



Clarifier No. 7 - Adjusting north Sprocket and drive shaft for chain install



Clarifier No. 8- Relocating existing sprocket and shaft

EN12019 GWR and RW Communication System Upgrades

- Contractor: Sun Wireless
- Current contract value: \$900 K
- Total project budget: \$1.6 M
- Scope of work: Upgrade all existing radio and antenna for remote Agency sites
- Current activities:
 - Decommissioning old radio equipment, including radios, tower dishes, and power connections
- Contract completion: January 2016
- Percent complete: 95%
- Focus points:
 - Project closeout administrative activities



Banana Basin Radio Testing



Radio Cut-Over from Old to New System

EN13045 – Wineville Recycled Water Pipeline Extension Segment B

- Contractor: Mike Bubalo Construction
- Current contract value: \$9 M (with VE)
- Total project budget: \$11.9 M
- Scope of work: Construct 2.6 miles of RW pipeline (VE alignment total)
- Current activities:
 - Valve Testing
- Contract completion: November 2015
- Percent complete: 98%
- Focus points:
 - Several testing failures of valves (approx. 15)
 - Working with contractor to resolve deficiencies
 - Field testing of remaining valves
 - Carlsbad Desalter Project experiencing similar issues



Pressure Testing of 36" Butterfly Valve