

NOTICE OF MEETING

OF THE

**FINANCE, LEGAL, AND
ADMINISTRATION
COMMITTEE**

OF THE
BOARD OF DIRECTORS
OF THE



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

IS SCHEDULED FOR
WEDNESDAY, JANUARY 13, 2016
11:00 A.M.

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

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



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

**WEDNESDAY, JANUARY 13, 2016
11:00 A.M.**

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. CONSENT ITEMS

A. MINUTES

The Committee will be asked to approve the Finance, Legal, and Administration Committee meeting minutes of December 9, 2015.

B. GENERAL DISBURSEMENTS REPORT

It is recommended that the Committee/Board approve the total disbursements for the month of November 2015, in the amount of \$11,062,357.92.

2. ACTION ITEMS

A. 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.

B. 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. EN1419 to RMC Water and Environment for the not-to-exceed amount of \$723,151; and
2. Authorize the General Manager to execute the contract.

C. 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.

3. INFORMATIONAL ITEMS

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

RECEIVE AND FILE INFORMATION ITEM

B. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN)

4. GENERAL MANAGER'S COMMENTS

5. COMMITTEE MEMBER COMMENTS

6. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

7. **ADJOURN**

*A Municipal Water District

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

Proofed by: _____

DECLARATION OF POSTING

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, January 7, 2016.



April Woodruff

**CONSENT
ITEM**

1A



MINUTES

FINANCE, LEGAL, AND ADMINISTRATION COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, DECEMBER 9, 2015
11:00 A.M.

COMMITTEE MEMBERS PRESENT

Gene Koopman, Chair
Steven J. Elie

STAFF PRESENT

P Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Martha Davis, Executive Manager of Policy Development/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/Assistant General Manager
Rosemary Alvarado, Contract Administrator
Connie Campbell, Accounting Supervisor
Pietro Cambiaso, Supervisor-Environmental Compliance & Energy
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Lucia Diaz, Facilities Program Supervisor
Warren Green, Manager of Contracts and Facilities Services
Jason Gu, Grants Officer
Paula Hooven, Financial Analyst II
Linda Johnson, Administrative Coordinator
Nasrin Maieki, Senior Engineer
Shaun Stone, Manager of Engineering
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 11:00 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Finance, Legal, and Administration Committee meeting minutes of November 11, 2015.
- ◆ Recommended that the Board approve the total disbursements for the month of October 2015 in the amount of \$12,342,322.01;

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

- ◆ Recommended that the Board adopt Resolution No. 2015-12-1, authorizing the substitution of the LOC provider for the Variable Rate Demand Revenue Refunding Bonds (Inland Empire Utilities Agency), Series 2008B, for a not-to-exceed amount of \$44,060,000;

as an Action Item on the December 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the CAFR for FY ended June 30, 2015; and
2. Direct staff to distribute the report as appropriate, to the various federal, state, and local agencies, financial institutions, bond rating agencies, and other interested parties;

as an Action Item on the December 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the Single Audit Report for FY 2014/15; and
2. Direct staff to distribute the report, as appropriate, to the State Controller's Office, the Federal Clearing House, and other interested parties;

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

- ◆ Recommended that the Board:

1. Approve the landscape services contract for RP-1 Lawn Conversion Improvements, Project No. CP16007, to Conserve LandCare, Inc. for a not-to-exceed amount of \$319,200;
2. Approve a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) Fund revenue and expenses in the amount of \$450,000; and
3. Authorize the General Manager, or in his absence, his designee to execute the contract;

as an Action Item on the December 16, 2015 Board meeting agenda.

- ◆ Recommended that the Board:

1. Approve the award of a five-year competitively-let contract to Priority Building Services, LLC, for janitorial maintenance services for a total annual amount of \$166,593, effective January 3, 2016; and
2. Authorize the Manager of Contracts and Facilities Services to execute the contract;

as an Action Item on the December 16, 2015 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the award of a five-year competitively-let contract to PacTrack of Fullerton, California, through December 31, 2020, for Agency-wide courier and laboratory sample delivery services; and
2. Authorize the Manager of Contract and Facilities Services to execute the contract;

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

◆ Recommended that the Board:

1. Approve the contract to Universal Protection Services (UPS), through December 31, 2020; for IEUA uniformed security services, for a not-to-exceed amount of \$858,000 for up to a five-year term; and
2. Authorize the Manager of Contract and Facilities Services to execute the contract;

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

◆ Recommended that the Board:

1. Approve contract amendment 4600001385-001, with Tom Dodson and Associates (TDA), for an on-call environmental services contract, for an additional amount of \$200,000;
2. Authorize the General Manager, or in his absence, his designee to execute the contract amendment;

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

◆ 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 9, 2015 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ First Quarter Budget Variance Report for FY 2015/16
- ◆ Inland Empire Regional Composting Authority (IERCA) FY 2014/15 Financial Statements
- ◆ Participation in the California Asset Management Program (CAMP)
- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager P. Joseph Grindstaff stated that the 65 year anniversary of the Agency will be celebrated at next week's (December 16) holiday luncheon.

COMMITTEE MEMBER COMMENTS

Director Elie noted that he is glad to know that Director Koopman is getting better and he is at the Board meeting.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requests for future agenda items.

With no further business, Director Koopman adjourned the meeting at 11:45 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JANUARY 13, 2016


**CONSENT
ITEM**


1B


Date: January 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (1/13/16)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of November 2015, in the amount of \$11,062,357.92.

BACKGROUND

November disbursement activity includes vendor payments (check numbers 211323-211723) of \$4,393,339.08 and workers compensation payments (check numbers 04343-04373) of \$9,939.91. The total amount of ACH and wire transfer payments is \$6,656,799.28, which includes payroll taxes in the amount of \$948,313.43. The total employee pay was \$1,302,048.12. The total pay for the Board of Directors was \$3,620.39.

Payment Type		Transactions	Total Amount
Check	Vendors	400	4,393,339.08
	Workers-Comp	31	9,939.91
	Payroll-Directors'	3	2,279.65
	Payroll-Others	0	0.00
Subtotal Check		434	\$4,405,558.64
ACH		136	\$2,022,173.99
Wire Transfer	Payroll-Net Pay	2	1,302,048.12
	Payroll-Directors'	1	1,340.74
	Others	17	3,331,236.43
Subtotal Wires		20	\$4,634,625.29
TOTAL		590	\$11,062,357.92

Payments to vendors this month above \$500,000 include:

Vendor	Amount	Description
MWD	\$ 1,644,476.56	September 2015 Water Purchase
Technical Systems, Inc.	\$ 907,357.82	EN13016-10/15 SCADA Enterprise System Pay Est 8
CDA	\$ 854,253.17	Pass Thru: 2/15-4/15 MWD Rbt,USBR#1 Grant
IRS	\$ 793,744.34	P/R 22,23,24,Dir 011 Taxes
CalPERS	\$ 726,063.94	P/R 22,23 PERS Contribution,11/15 Health Ins

The report on general disbursements is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for general disbursements associated with operating requirements.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The cash held by the Agency's various funds, including the Administrative Services (GG) Fund, is reduced as a result of paying the Agency's authorized expenditures.

Check Register

Inland Empire Ut.il. Agency
 Chino, CA
 Company code 1000

Bank CBB CITTIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167641

Check	Check number from to	Payment	Emnt dtsc.	Crry	Amount Paid (FC)	Recipient/void reason code	Emca./void
211323	2200070630	11/05/2015	USD	398.96	10-8 RETROFIT INC ONTARIO CA	11/16/2015	
211324	2200070571	11/05/2015	USD	33,586.10	AERZEN USA CORPORATION PHILADELPHIA PA	11/12/2015	
211325	2200070552	11/05/2015	USD	2,367.25	AIRGAS WEST INC PASADENA CA	11/20/2015	
211326	2200070595	11/05/2015	USD	126.99	ALLSTAR FIRE EQUIPMENT INC ARCADIA CA	11/12/2015	
211327	2200070606	11/05/2015	USD	858.97	ALTA FOODCRAFT COFFEE ORANGE CA	11/16/2015	
211328	2200070537	11/05/2015	USD	400.00	AMP MECHANICAL INC COSTA MESA CA	11/12/2015	
211329	2200070558	11/05/2015	USD	305.20	APPLORNE EMPLOYMENT SERVICES GLENDALE CA	11/12/2015	
211330	2200070577	11/05/2015	USD	270.00	BABCOCK LABORATORIES, INC RIVERSIDE CA	11/12/2015	
211331	2200070673	11/05/2015	USD	267.38	BOUGHAN, ARIN CHINO HILLS CA	11/12/2015	
211332	2200070643	11/05/2015	USD	1,361.15	BURTEC WASTE INDUSTRIES INC BUENA PARK CA	11/13/2015	
211333	2200070576	11/05/2015	USD	2,096.00	BUTIER ENGINEERING INC TUSTIN CA	11/10/2015	
211334	2200070668	11/05/2015	USD	248.39	BUTLER, MICHAEL CHINO HILLS CA	11/18/2015	
211335	2200070563	11/05/2015	USD	164.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	11/23/2015	
211336	2200070596	11/05/2015	USD	6,000.00	CALIFORNIA STRATEGIES LLC NEWPORT BEACH CA	11/12/2015	
211337	2200070619	11/05/2015	USD	12,511.53	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	11/12/2015	
211338	2200070665	11/05/2015	USD	287.27	CAMACHO, MICHAEL CHINO HILLS CA	11/13/2015	
211339	2200070663	11/05/2015	USD	62.10	CAMPOS, JESSE CHINO HILLS CA	11/24/2015	
211340	2200070562	11/05/2015	USD	16,709.50	CASC ENGINEERING AND CONSULTING COLTON CA	11/10/2015	
211341	2200070564	11/05/2015	USD	957.12	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	11/12/2015	
211342	2200070542	11/05/2015	USD	2,310.44	CONSUMERS PIPE & SUPPLY CO FONTANA CA	11/13/2015	
211343	2200070638	11/05/2015	USD	22,204.19	COUNTY OF SAN BERNARDINO SAN BERNARDINO CA	11/12/2015	
211344	2200070652	11/05/2015	USD	190.00	CUNNINGHAM, RICHARD CHINO HILLS CA	11/12/2015	
211345	2200070620	11/05/2015	USD	12,361.03	CYBER COMPUTERS INC IRVINE CA	11/13/2015	
211346	2200070608	11/05/2015	USD	50.00	DAVID WHEELER'S BEST CONTROL, NORCO CA	11/16/2015	
211347	2200070562	11/05/2015	USD	561.50	DELL MARKETING L P PASADENA CA	11/12/2015	
211348	2200070632	11/05/2015	USD	4,800.00	DESIGN FOR SCIENCE LLC CARLSBAD CA	11/12/2015	
211349	2200070645	11/05/2015	USD	350.00	DOAN, KHANH V CHINO HILLS CA	12/02/2015	
211350	2200070609	11/05/2015	USD	27,640.00	DUDEK & ASSOCIATES INC ENCINITAS CA	11/12/2015	
211351	2200070614	11/05/2015	USD	1,769.53	E R BLOCK PLUMBING INC RIVERSIDE CA	11/12/2015	
211352	2200070615	11/05/2015	USD	1,500.00	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	11/12/2015	
211353	2200070650	11/05/2015	USD	350.00	EPI-USE AMERICA INC ATLANTA GA	11/17/2015	
211354	2200070613	11/05/2015	USD	5,755.00	ESCOBAR, MARY CHINO HILLS CA	11/10/2015	
211355	2200070627	11/05/2015	USD	5,116.93	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX	11/16/2015	
211356	2200070544	11/05/2015	USD	2,114.54	FILARSKY & WATY LLP MANHATTAN BEACH CA	11/09/2015	
211357	2200070651	11/05/2015	USD	264.57	FISHER SCIENTIFIC LOS ANGELES CA	11/12/2015	
211358	2200070561	11/05/2015	USD	955.88	FLORIDO, JONATHAN D CHINO HILLS CA	11/12/2015	
211359	2200070641	11/05/2015	USD	851.64	FLUID COMPONENTS INTERNATIONAL SAN MARCOS CA	11/13/2015	
211360	2200070654	11/05/2015	USD	57.50	FONTANA WATER COMPANY FONTANA CA	11/18/2015	
211361	2200070555	11/05/2015	USD	1,856.35	FRESQUEZ, ADRIAN CHINO HILLS CA	11/10/2015	
211362	2200070598	11/05/2015	USD	270.00	GRAINGER PALATINE IL	11/12/2015	
211363	2200070560	11/05/2015	USD	397.14	GRAPHIC DETAILS INC CHINO CA	11/12/2015	
211364	2200070647	11/05/2015	USD	249.99	GROTH CORPORATION ST LOUIS MO	11/12/2015	
211365	2200070584	11/05/2015	USD	1,077.01	GUARDIANO, GARY CHINO HILLS CA	11/23/2015	
211366	2200070584	11/05/2015	USD	1,077.01	HACH COMPANY CHICAGO IL	11/12/2015	

Check Register

ONTARIO CA 917610000

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank CBB
 Bank Key 122234149
 Acct number 231167641
 CHECK

Check number	from to	Payment	Post date	Crcy	Amount paid (P)	Recipient/void reason code	Check /void
211367		2200070671	11/05/2015	USD	76.01	HALL, JASMIN CHINO HILLS CA	11/16/2015
211368		2200070672	11/05/2015	USD	419.81	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	11/12/2015
211369		2200070546	11/05/2015	USD	384.77	HOME DEPOT CREDIT SERVICES DES MOINES IA	11/12/2015
211370		2200070656	11/05/2015	USD	38.87	HUBER, JENNIFER CHINO HILLS CA	11/12/2015
211371		2200070547	11/05/2015	USD	356.44	JOHNSON POWER SYSTEMS LOS ANGELES CA	11/17/2015
211372		2200070661	11/05/2015	USD	312.00	KIM'S MASTER AUTO REPAIR CHINO CA	11/24/2015
211373		2200070616	11/05/2015	USD	1,024.00	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	12/09/2015
211374		2200070660	11/05/2015	USD	151.00	KING, JUSTIN CHINO HILLS CA	11/12/2015
211375		2200070649	11/05/2015	USD	23.92	KLING, WANDA CHINO HILLS CA	11/12/2015
211376		2200070622	11/05/2015	USD	71,339.73	LAW OFFICE OF MICHAEL R. NEBENZALABASAS CA	11/12/2015
211377		2200070636	11/05/2015	USD	15,000.00	LAW OFFICES OF BRAD HUSEN CORONA CA	11/18/2015
211378		2200070661	11/05/2015	USD	190.00	LEFURLE, CHANDER CHINO HILLS CA	11/10/2015
211379		2200070631	11/05/2015	USD	4,303.24	LION PRESS MARKETING RANCHO CUCAMONGA CA	11/18/2015
211380		2200070558	11/05/2015	USD	130.80	MAG SYSTEMS INC MONROVIA CA	11/13/2015
211381		2200070634	11/05/2015	USD	1,201.43	MAIN GRAPHICS IRVINE CA	11/13/2015
211382		2200070602	11/05/2015	USD	240.72	MARS ENVIRONMENTAL INC ANAHEIM CA	11/16/2015
211383		2200070635	11/05/2015	USD	100.00	MARTINEZ, TRISHA MONTECLAIR CA	11/12/2015
211384		2200070599	11/05/2015	USD	1,452.14	MCMASTER CORR SUPPLY CO CHICAGO IL	11/12/2015
211385		2200070569	11/05/2015	USD	350.00	MELTON, JOSEPH CHINO HILLS CA	11/12/2015
211386		2200070653	11/05/2015	USD	18,876.50	MEYERS NAVE OAKLAND CA	11/03/2015
211387		2200070617	11/05/2015	USD	4,809.40	MICROAGE PHOENIX AZ	11/12/2015
211388		2200070570	11/05/2015	USD	1,269.98	MIDPOINT BEARING ONTARIO CA	11/12/2015
211389		2200070593	11/05/2015	USD	139.96	MOORE FENCE COMPANY INC PERRIS CA	11/16/2015
211390		2200070658	11/05/2015	USD	390.00	MORGAN-PERALES, LISA CHINO HILLS CA	11/13/2015
211391		2200070624	11/05/2015	USD	1,820.00	MSO TECHNOLOGIES INC THOUSAND OAKS CA	11/19/2015
211392		2200070579	11/05/2015	USD	1,710.00	NATIONAL BUSINESS INVESTIGATION MURRIETA CA	11/12/2015
211393		2200070590	11/05/2015	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	11/16/2015
211394		2200070669	11/05/2015	USD	350.00	NGUYEN, LONG F CHINO HILLS CA	11/12/2015
211395		2200070646	11/05/2015	USD	86.25	NOEL, STEVE CHINO HILLS CA	11/25/2015
211396		2200070664	11/05/2015	USD	84.18	O'BRIEN, MICHELLE CHINO HILLS CA	11/09/2015
211397		2200070543	11/05/2015	USD	1,193.61	OFFICE DEPOT LOS ANGELES CA	11/10/2015
211398		2200070594	11/05/2015	USD	23,661.54	OLIN CORP ATLANTA GA	11/13/2015
211399		2200070628	11/05/2015	USD	34,565.31	OMNIPART INC ARLINGTON VA	11/25/2015
211400		2200070559	11/05/2015	USD	226.80	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	11/12/2015
211401		2200070573	11/05/2015	USD	14,596.38	ONTARIO MONTECLAIR SCHOOL DIST ONTARIO CA	11/16/2015
211402		2200070648	11/05/2015	USD	350.00	PELLAY, GARY J CHINO HILLS CA	11/23/2015
211403		2200070554	11/05/2015	USD	179.06	PETTY CASH EXPENDITURES CHINO CA	11/13/2015
211404		2200070667	11/05/2015	USD	99.00	PIVVAROFF, JASON CHINO HILLS CA	11/13/2015
211405		2200070589	11/05/2015	USD	1,326.24	PLUMBERS DEPOT INC HAWTHORNE CA	11/10/2015
211406		2200070666	11/05/2015	USD	350.00	POMPA, JESSE CHINO HILLS CA	11/16/2015
211407		2200070670	11/05/2015	USD	159.09	POPE, SERINA CHINO HILLS CA	11/10/2015
211408		2200070548	11/05/2015	USD	4,134.51	RANOMA TIRE & SERVICES CENTERS HENET CA	11/16/2015
211409		2200070541	11/05/2015	USD	897.33	RBM LOCK & KEY ONTARIO CA	11/16/2015
211410		2200070644	11/05/2015	USD	209.93	REED, RANDALL J CHINO HILLS CA	11/16/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

ONTARIO CA 917610000

Bank CBB
 122234149
 Bank Key CBBK
 Acct number 231167641

Check	Check number	Amount	Pay to	Payment	Post date	Crcy	Amount paid	Recipiant/void reason code	Issue / void
211411	2200070662	411.13	ROBISON, JOHN CHINO HILLS CA	USD	11/05/2015	USD	411.13		11/10/2015
211412	2200070549	1,971.18	ROYAL WHOLESALE ELECTRIC ORANGE CA	USD	11/05/2015	USD	1,971.18		11/10/2015
211413	2200070591	39.45	RSD LAKE FOREST CA	USD	11/05/2015	USD	39.45		11/10/2015
211414	2200070603	2,970.09	RUSSELL SIEGEL INC LOS ANGELES CA	USD	11/05/2015	USD	2,970.09		11/09/2015
211415	2200070657	138.00	RUSSO, EFRAIN CHINO HILLS CA	USD	11/05/2015	USD	138.00		11/23/2015
211416	2200070566	302.50	SHAPE PRODUCTS CO OAKLAND CA	USD	11/05/2015	USD	302.50		11/12/2015
211417	2200070625	429.84	SIEMENS DEMAG DELAVAL ATLANTA GA	USD	11/05/2015	USD	429.84		11/18/2015
211418	2200070607	2,329.08	SIEMENS INDUSTRY INC CAROL STREAM IL	USD	11/05/2015	USD	2,329.08		11/12/2015
211419	2200070550	178.56	SMART & FINAL LOS ANGELES CA	USD	11/05/2015	USD	178.56		11/10/2015
211420	2200070639	96,543.65	SO CALIF EDISON ROSEHEAD CA	USD	11/05/2015	USD	96,543.65		11/17/2015
211421	2200070640	253.61	SO CALIF GAS MONTEREY PARK CA	USD	11/05/2015	USD	253.61		11/17/2015
211422	2200070655	53.25	SOLIS, RACHAEL CHINO HILLS CA	USD	11/05/2015	USD	53.25		11/18/2015
211423	2200070557	4,689.39	SOUTH COAST AOMD DIAMOND BAR CA	USD	11/05/2015	USD	4,689.39		11/10/2015
211424	2200070589	407.00	STANTEC CONSULTING INC CHICAGO IL	USD	11/05/2015	USD	407.00		11/12/2015
211425	2200070567	340.00	STATE WATER RESOURCES CNTRL BRACRAMENTO CA	USD	11/05/2015	USD	340.00		11/12/2015
211426	2200070553	972.00	TEEL STEEL LONG BEACH CA	USD	11/05/2015	USD	972.00		11/16/2015
211427	2200070618	16,801.85	THE BRICKMAN GROUP LTD LLC CHICAGO IL	USD	11/05/2015	USD	16,801.85		11/12/2015
211428	2200070587	225.00	THE INSTITUTE OF INTERNAL AUDITSIERRA MADRE CA	USD	11/05/2015	USD	225.00		12/11/2015
211429	2200070629	20.00	THE SHREDDERS LOS ANGELES CA	USD	11/05/2015	USD	20.00		11/17/2015
211430	2200070572	16,291.15	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	USD	11/05/2015	USD	16,291.15		11/10/2015
211431	2200070672	350.00	TRAN, TIFFANY CHINO HILLS CA	USD	11/05/2015	USD	350.00		11/09/2015
211432	2200070568	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	USD	11/05/2015	USD	125.00		11/13/2015
211433	2200070633	487.21	TRI-PACIFIC SUPPLY INC ROCKLIN CA	USD	11/05/2015	USD	487.21		11/12/2015
211434	2200070612	666.00	TRICO CORP ORATION PEWAUKEE WI	USD	11/05/2015	USD	666.00		11/12/2015
211435	2200070623	3,163.75	TRIPLEI SMITH AND ASSOCIATES, IRVINE CA	USD	11/05/2015	USD	3,163.75		11/23/2015
211436	2200070583	2,547.78	U S EQUIPMENT CO SANTA FE SPRINGS CA	USD	11/05/2015	USD	2,547.78		11/12/2015
211437	2200070575	88.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	USD	11/05/2015	USD	88.00		11/09/2015
211438	2200070604	12,481.62	UNIVERSAL PROTECTION SERVICE PASADENA CA	USD	11/05/2015	USD	12,481.62		11/12/2015
211439	2200070610	2,874.00	UPS PROTECTION INC ANAHEIM CA	USD	11/05/2015	USD	2,874.00		11/10/2015
211440	2200070586	402.12	URIMAGE BLOOMINGTON CA	USD	11/05/2015	USD	402.12		11/16/2015
211441	2200070601	11,252.73	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	USD	11/05/2015	USD	11,252.73		11/10/2015
211442	2200070551	1,090.50	WBIT CONSULTING INC MARIETTA IL	USD	11/05/2015	USD	1,090.50		11/10/2015
211443	2200070588	3,677.04	VALLEY COURIERS INC CALABASAS CA	USD	11/05/2015	USD	3,677.04		11/12/2015
211444	2200070559	164.00	VASQUEZ, RUBEN CHINO HILLS CA	USD	11/05/2015	USD	164.00		11/12/2015
211445	2200070637	800.00	VERIZON CALIFORNIA DALLAS TX	USD	11/05/2015	USD	800.00		11/10/2015
211446	2200070642	204.99	VERIZON COMMUNICATIONS DALLAS TX	USD	11/05/2015	USD	204.99		11/12/2015
211447	2200070574	6,755.63	VERIZON WIRELESS DALLAS TX	USD	11/05/2015	USD	6,755.63		11/10/2015
211448	2200070551	507.81	VWR INTERNATIONAL LLC PITTSBURGH PA	USD	11/05/2015	USD	507.81		11/12/2015
211449	2200070592	51,984.23	WARWICKSHA-PEARCE INDUSTRIES INC DALLAS TX	USD	11/05/2015	USD	51,984.23		11/12/2015
211450	2200070565	51,510.28	WESTERN ANALYTICAL LABORATORIECHINO CA	USD	11/05/2015	USD	51,510.28		11/16/2015
211451	2200070626	72.00	WESTERN AUDIO VISUAL CARLSBAD CA	USD	11/05/2015	USD	72.00		11/12/2015
211452	2200070580	739.18	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	USD	11/05/2015	USD	739.18		11/12/2015
211453	2200070580	559.44	WESTIN ENGINEERING INC RANCHO CORDOVA CA	USD	11/05/2015	USD	559.44		11/12/2015
211454	2200070600	15,415.00	WESTIN ENGINEERING INC RANCHO CORDOVA CA	USD	11/05/2015	USD	15,415.00		11/12/2015

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211456	2200070574		21,500.00	11/05/2015	USD	21,500.00	LAW OFFICES OF BRAD HUSEN CORONA CA	11/12/2015
211457	2200070799		5,918.32	11/12/2015	USD	5,918.32	10-8 RETROFIT INC ONTARIO CA	11/17/2015
211458	2200070823		115.00	11/12/2015	USD	115.00	AGUILAR, JOSHUA CHINO HILLS CA	
211459	2200070733		648.57	11/12/2015	USD	648.57	ARIZONA INSTRUMENT LLC CHANDLER AZ	11/17/2015
211460	2200070747		1,961.19	11/12/2015	USD	1,961.19	ARNHE COMPRESSOR CO SANTA FE SPRINGS CA	11/18/2015
211461	2200070786		1,460.45	11/12/2015	USD	1,460.45	AUTOZONE INC ATLANTA GA	11/23/2015
211462	2200070767		508.00	11/12/2015	USD	508.00	BENTLEY SYSTEMS INC PHILADELPHIA PA	11/19/2015
211463	2200070825		2,104.73	11/12/2015	USD	2,104.73	BHOJANI, SHARMEEN CHINO HILLS CA	11/25/2015
211464	2200070809		6,684.34	11/12/2015	USD	6,684.34	BURTEC WASTE INDUSTRIES INC BUENA PARK CA	11/19/2015
211465	2200070756		64,271.87	11/12/2015	USD	64,271.87	BUTLER ENGINEERING INC TUSTIN CA	11/17/2015
211466	2200070718		18,720.00	11/12/2015	USD	18,720.00	CALIF ASSOC OF SANITATION AGENSACRAMENTO CA	
211467	2200070739		6,089.00	11/12/2015	USD	6,089.00	CALIF SPECIAL DISTRICTS ASSOC SACRAMENTO CA	11/18/2015
211468	2200070755		11,243.36	11/12/2015	USD	11,243.36	CALIFORNIA BOILER INC HUNTINGTON BEACH CA	11/18/2015
211469	2200070791		3,197.98	11/12/2015	USD	3,197.98	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	11/18/2015
211470	2200070740		676.00	11/12/2015	USD	676.00	CAPO INC YUBA CITY CA	11/04/2015
211471	2200070815		147.63	11/12/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	11/24/2015
211472	2200070747		11,358.20	11/12/2015	USD	11,358.20	CAROLLO ENGINEERS SACRAMENTO CA	11/20/2015
211473	2200070760		7,428.80	11/12/2015	USD	7,428.80	CASC ENGINEERING AND CONSULTING COLTON CA	11/18/2015
211474	2200070746		175.00	11/12/2015	USD	175.00	CEPA OPERATIONS INC ONTARIO CA	12/09/2015
211475	2200070818		13.34	11/12/2015	USD	13.34	CHENG, TINA CHINO HILLS CA	11/16/2015
211476	2200070738		3,667.50	11/12/2015	USD	3,667.50	CHING BASIN WATER CONSERVATION MONTECLAIR CA	11/18/2015
211477	2200070796		3,375.00	11/12/2015	USD	3,375.00	CITRIX SYSTEMS INC ATLANTA GA	11/17/2015
211478	2200070814		723.00	11/12/2015	USD	723.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	11/19/2015
211479	2200070783		3,276.00	11/12/2015	USD	3,276.00	CIVIC PUBLICATIONS INC LA VERNE CA	11/15/2015
211480	2200070803		1,586.52	11/12/2015	USD	1,586.52	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	11/13/2015
211481	2200070720		1,156.15	11/12/2015	USD	1,156.15	DATALOK COMPANY, THE LOS ANGELES CA	11/18/2015
211482	2200070773		250.00	11/12/2015	USD	250.00	DAVE'S PLUMBING CHINO HILLS CA	11/19/2015
211483	2200070736		5,492.09	11/12/2015	USD	5,492.09	DELL MARKETING L P PASADENA CA	11/17/2015
211484	2200070781		924.24	11/12/2015	USD	924.24	DOWN'S ENERGY CORONA CA	11/17/2015
211485	2200070800		10,000.00	11/12/2015	USD	10,000.00	DRHO LLC IRVINE CA	11/18/2015
211486	2200070757		9,355.21	11/12/2015	USD	9,355.21	DUDEK & ASSOCIATES INC ENCINITAS CA	11/19/2015
211487	2200070754		254.93	11/12/2015	USD	254.93	E Z PARTY RENTALS POMONA CA	11/17/2015
211488	2200070819		74.86	11/12/2015	USD	74.86	ECHAVARRIA, CAROLYN CHINO HILLS CA	11/15/2015
211489	2200070785		492.92	11/12/2015	USD	492.92	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	11/17/2015
211490	2200070784		9,135.00	11/12/2015	USD	9,135.00	EUROTECH EATION ANALYTICAL, INC GRAPEVINE TX	11/19/2015
211491	2200070793		99.29	11/12/2015	USD	99.29	EVOQUA WATER TECHNOLOGIES LLC PITTSBURGH PA	11/16/2015
211492	2200070722		73.08	11/12/2015	USD	73.08	FISHER SCIENTIFIC LOS ANGELES CA	11/19/2015
211493	2200070734		244.69	11/12/2015	USD	244.69	FLW INC HUNTINGTON CA	11/24/2015
211494	2200070808		1,629.06	11/12/2015	USD	1,629.06	FOUNDATION EA ENERGY GENERATION SAN FRANCISCO CA	11/20/2015
211495	2200070813		1,717.87	11/12/2015	USD	1,717.87	FRANCHISE TAX BOARD SACRAMENTO CA	11/20/2015
211496	2200070794		11,995.56	11/12/2015	USD	11,995.56	GE CONSUMER & INDUSTRIAL ATLANTA GA	11/18/2015
211497	2200070731		4,206.03	11/12/2015	USD	4,206.03	GRATINGER PALATINE IL	11/18/2015
211498	2200070822		266.88	11/12/2015	USD	266.88	GREEN, WARREN CHINO HILLS CA	12/09/2015

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	211500	2200070723	11/12/2015	USD	671.50	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	11/18/2015
	211501	2200070737	11/12/2015	USD	12,400.00	HDR ENGINEERING INC OMAHA NE	11/19/2015
	211502	2200070724	11/12/2015	USD	806.59	HOME DEPOT CREDIT SERVICES DES MOINES IA	11/20/2015
	211503	2200070810	11/12/2015	USD	207.00	IEUA EMPLOYEES' ASSOCIATION CHINO HILLS CA	12/10/2015
	211504	2200070811	11/12/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	11/20/2015
	211505	2200070763	11/12/2015	USD	266.40	INLAND VALLEY APPRAISERS SAN BERNARDINO CA	11/19/2015
	211506	2200070766	11/12/2015	USD	125.00	INSTITUTE OF INTERNAL AUDITORSVERDEIDE CA	11/23/2015
	211507	2200070758	11/12/2015	USD	3,418.24	IRONMAN PARTS & SERVICES CORONA CA	11/17/2015
	211508	2200070744	11/12/2015	USD	301,271.00	J. F. SHEA CONSTRUCTION INC WALNUT CA	11/17/2015
	211509	2200070795	11/12/2015	USD	40,910.00	JCE EQUIPMENT, INC. UPLAND CA	11/18/2015
	211510	2200070798	11/12/2015	USD	500.00	JUAN F. ZAMORA MURRIETA CA	11/18/2015
	211511	2200070820	11/12/2015	USD	47.84	KLING, WANDA CHINO HILLS CA	12/07/2015
	211512	2200070742	11/12/2015	USD	806.69	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	11/20/2015
	211513	2200070765	11/12/2015	USD	3,600.00	LA OPINION LOS ANGELES CA	11/17/2015
	211514	2200070775	11/12/2015	USD	650.00	LAMAR ADVERTISING LOMA LINDA CA	11/17/2015
	211515	2200070816	11/12/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	11/18/2015
	211516	2200070778	11/12/2015	USD	240.72	MARS ENVIRONMENTAL INC ANAHEIM CA	11/23/2015
	211517	2200070787	11/12/2015	USD	1,575.00	MICROAGE PHOENIX AZ	11/18/2015
	211518	2200070801	11/12/2015	USD	4,403.05	MINUTEMAN PRESS BREA CA	11/17/2015
	211519	2200070821	11/12/2015	USD	115.00	MULLANEY, JOHN CHINO HILLS CA	11/18/2015
	211520	2200070774	11/12/2015	USD	627.93	NESTLE WATER NORTH AMERICA LOUISVILLE KY	11/19/2015
	211521	2200070721	11/12/2015	USD	1,660.62	OFFICE DEPOT LOS ANGELES CA	11/16/2015
	211522	2200070772	11/12/2015	USD	17,491.06	OLIN CORP ATLANTA GA	11/17/2015
	211523	2200070735	11/12/2015	USD	64.80	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	11/25/2015
	211524	2200070802	11/12/2015	USD	1,319.26	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	11/16/2015
	211525	2200070812	11/12/2015	USD	70.98	PERS LONG TERM CARE PROGRAM PASADENA CA	12/01/2015
	211526	2200070730	11/12/2015	USD	4,269.51	PETE'S ROAD SERVICE FULLERTON CA	11/19/2015
	211527	2200070725	11/12/2015	USD	1,453.48	RAMONA TIRE & SERVICE CENTERS HEMET CA	11/18/2015
	211528	2200070719	11/12/2015	USD	850.88	RBM LOCK & KEY ONTARIO CA	11/20/2015
	211529	2200070749	11/12/2015	USD	145.78	RED WING SHOE STORE CORONA CA	11/19/2015
	211530	2200070748	11/12/2015	USD	383.92	RED WING SHOE STORE UPLAND CA	11/19/2015
	211531	2200070753	11/12/2015	USD	1,884.88	RESTEK CORP LANCASTER PA	11/23/2015
	211532	2200070726	11/12/2015	USD	14,366.50	RMA GROUP RANCHO CUCAMONGA CA	11/18/2015
	211533	2200070762	11/12/2015	USD	7,901.89	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	11/17/2015
	211534	2200070817	11/12/2015	USD	64.40	ROSALLES, TIMOTEO CHINO HILLS CA	12/09/2015
	211535	2200070776	11/12/2015	USD	5,449.04	ROTAN & TUCKER LLP COSTA MESA CA	11/19/2015
	211536	2200070782	11/12/2015	USD	165.00	SCHERVEL ENGINEERING LLC ANAHEIM CA	11/18/2015
	211537	2200070727	11/12/2015	USD	22.20	SMART & FIVAL LOS ANGELES CA	11/23/2015
	211538	2200070805	11/12/2015	USD	16,713.06	SO CALIF EDISON ROSEHEAD CA	11/17/2015
	211539	2200070806	11/12/2015	USD	7,834.43	SO CALIF GAS MONTEREY PARK CA	11/19/2015
	211540	2200070728	11/12/2015	USD	185.00	SOUTHWEST ALARM SERVICE UPLAND CA	11/23/2015
	211541	2200070768	11/12/2015	USD	85,436.50	STANTEC CONSULTING INC CHICAGO IL	11/18/2015
	211542	2200070741	11/12/2015	USD	640.00	STATE WATER RESOURCES CNTRL BRACRAMENTO CA	11/18/2015

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211545	2200070745		11/12/2015	USD	4,023.97	THATCHER COMPANY OF CALIFORNIA SALT LAKE CITY UT	11/17/2015
211546	2200070769		11/12/2015	USD	162,645.00	THE AUSTIN COMPANY CLEVELAND OH	11/17/2015
211547	2200070789		11/12/2015	USD	2,655.00	THE BRICKMAN GROUP LTD LLC CHICAGO IL	11/17/2015
211548	2200070790		11/12/2015	USD	1,495.00	THE BRICKMAN GROUP LTD LLC CHICAGO IL	11/17/2015
211549	2200070777		11/12/2015	USD	18,295.57	THOMAS HARDER & CO INC ANAHEIM CA	11/17/2015
211550	2200070751		11/12/2015	USD	8,109.00	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	11/20/2015
211551	2200070770		11/12/2015	USD	17,421.14	TRAUTWEIN CONSTRUCTION INC RIVERSIDE CA	11/23/2015
211552	2200070792		11/12/2015	USD	355.00	TRIPPI SMITH AND ASSOCIATES, IRVINE CA	11/19/2015
211553	2200070771		11/12/2015	USD		voided by DSPRINGE - Check not needed	11/19/2015
211554	2200070788		11/12/2015	USD	9,870.83	UTILIREQUEST LLC ATLANTA GA	11/17/2015
211555	2200070779		11/12/2015	USD	13,302.74	VCI CONSTRUCTION INC SAN FRANCISCO CA	11/24/2015
211556	2200070824		11/12/2015	USD	59.70	VELANDE, TERESA CHINO HILLS CA	11/23/2015
211557	2200070804		11/12/2015	USD	825.91	VERIZON CALIFORNIA DALLAS TX	11/17/2015
211558	2200070807		11/12/2015	USD	184.99	VERIZON COMMUNICATIONS DALLAS TX	11/18/2015
211559	2200070752		11/12/2015	USD	6,163.97	VERIZON WIRELESS DALLAS TX	11/19/2015
211560	2200070743		11/12/2015	USD	1,851.72	WASTE MANAGEMENT OF LOS ANGELES CA	11/17/2015
211561	2200070729		11/12/2015	USD	135.21	WAXIE SANITARY SUPPLY LOS ANGELES CA	11/18/2015
211562	2200070797		11/12/2015	USD	9,800.00	WEST COAST ADVISORS SACRAMENTO CA	11/20/2015
211563	2200070759		11/12/2015	USD	8,592.62	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	11/17/2015
211564	2200070764		11/12/2015	USD	25,259.55	WILLDAN ANAHEIM CA	11/17/2015
211565	2200070780		11/12/2015	USD	930.00	WORKFORCE SAFETY MURRIETA CA	11/20/2015
211566	2200070914		11/19/2015	USD	151.02	ABRASIVE WAREHOUSE & EQUIPMENT HOUSTON TX	11/27/2015
211567	2200070882		11/19/2015	USD	3,750.56	AGILENT TECHNOLOGIES INC LOS ANGELES CA	11/23/2015
211568	2200070868		11/19/2015	USD	1,283.37	AIRGAS WEST INC PASADENA CA	12/07/2015
211569	2200070908		11/19/2015	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	11/27/2015
211570	2200070862		11/19/2015	USD	2,019.95	APPLIED INDUSTRIAL TECHNOLOGIE PASADENA CA	11/24/2015
211571	2200070920		11/19/2015	USD	209.82	ADVOZONE INC ATLANTA GA	11/27/2015
211572	2200070894		11/19/2015	USD	189.48	BOOT BARN INC IRVINE CA	11/27/2015
211573	2200070925		11/19/2015	USD	16,719.28	BUSINESS CARD WILMINGTON DE	11/25/2015
211574	2200070923		11/19/2015	USD	15,619.30	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	11/25/2015
211575	2200070941		11/19/2015	USD	64.58	CHOI, DAVID CHINO HILLS CA	11/25/2015
211576	2200070929		11/19/2015	USD	2,573.18	CITY OF CHINO CHINO CA	11/23/2015
211577	2200070856		11/19/2015	USD	113.67	CITY RENTALS INC ONTARIO CA	11/25/2015
211578	2200070926		11/19/2015	USD	940.00	CLINICAL HEALTH SYSTEMS ANAHEIM CA	11/25/2015
211579	2200070927		11/19/2015	USD	750.00	COACH CONNECTION USA TEMPLE HILLS MD	11/24/2015
211580	2200070917		11/19/2015	USD	48,436.70	CONSERV CONSTRUCTION INC MURRIETA CA	11/27/2015
211581	2200070931		11/19/2015	USD	5,820.58	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	11/25/2015
211582	2200070906		11/19/2015	USD	125.00	DAVE'S PLUMBING CHINO HILLS CA	11/24/2015
211583	2200070901		11/19/2015	USD	83,427.62	DAVIS ELECTRIC INC YUCAIPA CA	11/24/2015
211584	2200070876		11/19/2015	USD	768.57	DELL MARKETING L.P PASADENA CA	11/24/2015
211585	2200070890		11/19/2015	USD	172.60	E Z PARTY RENTALS POMONA CA	11/24/2015
211586	2200070919		11/19/2015	USD	1,945.51	ELECTRO-CHEMICAL DEVICES, INC IRVINE CA	11/24/2015

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211587	1,178.16	USD	11/19/2015	ELIE, STEVE CHINO HILLS CA		12/14/2015	
211588	29.08	USD	11/19/2015	EMPLOYMENT DEVELOPMENT DEPARTMOS ANGELES CA		12/02/2015	
211589	552.00	USD	11/19/2015	EMPLOYMENT DEVELOPMENT DEPARTMOS ANGELES CA		11/24/2015	
211590	6,360.00	USD	11/19/2015	EUROPLANS EATON ANALYTICAL, INCORPORATED TX		11/24/2015	
211591	2,219.17	USD	11/19/2015	FISHER SCIENTIFIC LOS ANGELES CA		11/23/2015	
211592	11,775.12	USD	11/19/2015	FLO SYSTEMS INC BURBANK CA		11/25/2015	
211593	1,308.23	USD	11/19/2015	FLORENCE FILTER CORP COMPTON CA		12/07/2015	
211594	580.00	USD	11/19/2015	GOVERNMENT FINANCE OFFICERS ASCHICAGO IL		12/02/2015	
211595	3,136.81	USD	11/19/2015	GRAINGER PALATINE IL		11/24/2015	
211596	4,927.99	USD	11/19/2015	HACH COMPANY CHICAGO IL		11/27/2015	
211597	2,106.00	USD	11/19/2015	HD WORK GEAR LAKEWOOD CA		11/24/2015	
211598	1,763.75	USD	11/19/2015	HI-WAY SAFETY RENTALS INC CHINO CA		11/30/2015	
211599	1,068.75	USD	11/19/2015	HOME DEPOT CREDIT SERVICES DES MOINES IA		11/30/2015	
211600	28,836.91	USD	11/19/2015	INLAND BIOWEENERGY LLC FONTANA CA		12/01/2015	
211601	153,735.80	USD	11/19/2015	J R FILANG CONSTRUCTION CO INCESCONDIDO CA		11/24/2015	
211602	1,609.10	USD	11/19/2015	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA		11/27/2015	
211603	6,000.00	USD	11/19/2015	LAMAR ADVERTISING LOMA LINDA CA		11/25/2015	
211604	178.00	USD	11/19/2015	MAG SYSTEMS INC MONROVIA CA		11/25/2015	
211605	109.23	USD	11/19/2015	MALFINANCE INC MILFORD CT		11/27/2015	
211606	122.75	USD	11/19/2015	MCROMETER INC CHICAGO IL		11/24/2015	
211607	10,095.38	USD	11/19/2015	MERCHANTS BUILDING MAINTENANCE MONTEREY PARK CA		11/25/2015	
211608	1,589.82	USD	11/19/2015	MICROAGE PHOENIX AZ		11/23/2015	
211609	217.73	USD	11/19/2015	MIDPOINT BEARING ONTARIO CA		11/23/2015	
211610	21,522.80	USD	11/19/2015	MIRB BUBALO CONSTRUCTION CO INBALDWIN PARK CA		11/24/2015	
211611	254,952.20	USD	11/19/2015	MIRB BUBALO CONSTRUCTION CO INBALDWIN PARK CA		11/24/2015	
211612	3,139.67	USD	11/19/2015	MISSION PHOTOGRAPHICS RIVERSIDE CA		11/25/2015	
211613	519.89	USD	11/19/2015	OFFICE DEPOT LOS ANGELES CA		11/23/2015	
211614	11,376.99	USD	11/19/2015	OLIN CORP ATLANTA GA		11/25/2015	
211615	840.94	USD	11/19/2015	ONTARIO MUNICIPAL UTILITIES CO ONTARIO CA		11/23/2015	
211616	360.00	USD	11/19/2015	PANTHER PROTECTION ORANGE CA		12/03/2015	
211617	209.96	USD	11/19/2015	PHELPS INDUSTRIAL PRODUCTS INCELKRIDGE MD		11/27/2015	
211618	795.90	USD	11/19/2015	PMC ENGINEERING LLC DANBURY CT		11/24/2015	
211619	291.89	USD	11/19/2015	RAMONA TIRE & SERVICE CENTERS HEMET CA		11/24/2015	
211620	145.78	USD	11/19/2015	RED WING SHOE STORE CORONA CA		11/25/2015	
211621	6,857.97	USD	11/19/2015	ROYAL WHOLESALE ELECTRIC ORANGE CA		11/24/2015	
211622	4,189.39	USD	11/19/2015	RSD LAKE FOREST CA		11/24/2015	
211623	2,670.00	USD	11/19/2015	SAN BERNARDINO COUNTY SAN BERNARDINO CA		11/27/2015	
211624	10,000.00	USD	11/19/2015	SCAP ENCINITAS CA		12/07/2015	
211625	36.00	USD	11/19/2015	SCUBA SCHOOLS OF AMERICA MONTCLAIR CA		11/27/2015	
211626	223.99	USD	11/19/2015	SHAPE PRODUCTS CO OAKLAND CA		12/04/2015	
211627	2,544.09	USD	11/19/2015	SO CALIF GAS MONTEREY PARK CA		12/03/2015	
211628	467.98	USD	11/19/2015	SOUTH COAST AQMD DIAMOND BAR CA		11/25/2015	
211629	327,262.00	USD	11/19/2015	STATE WATER RESOURCES CNTRL BRASACRAMENTO CA		11/25/2015	
211630	300.00	USD	11/19/2015	STATE WATER RESOURCES CNTRL BRASACRAMENTO CA		11/25/2015	

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank CBB CITTIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number CHECK 231167641

Check	Check number from to	Payment	Print date	Ccy	Amount paid (FC)	recipient/vold reason code	Enca /void
211631	2200070924	11/19/2015	USD	907,357.82	TECHNICAL SYSTEMS INC LYNNWOOD WA	11/24/2015	
211632	2200070887	11/19/2015	USD	2,163.24	TELEPHONE INSTRUMENTS INC DALLAS TX	11/30/2015	
211633	2200070913	11/19/2015	USD	531.54	THERMO FISHER SCIENTIFIC LLC DALLAS TX	11/24/2015	
211634	2200070916	11/19/2015	USD	2,461.00	TRICO CORPORATION PEWAUKEE WI	11/25/2015	
211635	2200070897	11/19/2015	USD	2,582.37	U S EQUIPMENT CO SANTA FE SPRINGS CA	11/25/2015	
211636	2200070892	11/19/2015	USD	1,467.21	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	11/23/2015	
211637	2200070888	11/19/2015	USD	79.06	U S ROSE INC ONTARIO CA	11/27/2015	
211638	2200070915	11/19/2015	USD	1,158.24	UPS PROTECTION INC ANAHEIM CA	11/24/2015	
211639	2200070900	11/19/2015	USD	1,198.80	URIMAGE BLOOMINGTON CA	11/25/2015	
211640	2200070879	11/19/2015	USD	1,149.37	USA BLDE BOOK GURNEE IL	11/25/2015	
211641	2200070935	11/19/2015	USD	437.42	VERIZON BUSINESS DALLAS TX	12/02/2015	
211642	2200070932	11/19/2015	USD	3,905.82	VERIZON CALIFORNIA DALLAS TX	11/25/2015	
211643	2200070934	11/19/2015	USD	854.71	VERIZON COMMUNICATIONS DALLAS TX	11/25/2015	
211644	2200070896	11/19/2015	USD	7,353.56	VIRAMONTES EXPRESS CORONA CA	11/25/2015	
211645	2200070865	11/19/2015	USD	457.66	VWR INTERNATIONAL LLC RAINOR PA	11/27/2015	
211646	2200070866	11/19/2015	USD	2,177.17	WAKIE SANITARY SUPPLY LOS ANGELES CA	11/25/2015	
211647	2200070910	11/19/2015	USD	2,849.10	WEST COAST LIGHTS & SIRENS INCRIVERSIDE CA	11/25/2015	
211648	2200070867	11/19/2015	USD	6,282.92	WEST VALLEY MOSQUITO AND ONTARIO CA	11/24/2015	
211649	2200070912	11/19/2015	USD	870.00	WORKFORCE SAFETY MURRIETA CA	12/02/2015	
211650	2200070899	11/19/2015	USD	1,079.88	WORLWIDE EXPRESS ALBANY NY	11/24/2015	
211651	2200070939	11/19/2015	USD	208.68	ZIEGENBERG, JEFF CHINO HILLS CA	11/24/2015	
211652	2200071064	11/24/2015	USD	1,808.12	10-8 RETROFIT INC ONTARIO CA	12/02/2015	
211653	2200071064	11/24/2015	USD	30.91	AIRGAS WEST INC PASADENA CA	12/07/2015	
211654	2200071074	11/24/2015	USD	592.47	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	12/01/2015	
211655	2200071115	11/24/2015	USD	500.00	ASH, THOMAS CHINO HILLS CA	12/03/2015	
211656	2200071092	11/24/2015	USD	7.21	AUTOZONE INC ATLANTA GA	12/01/2015	
211657	2200071103	11/24/2015	USD	173.51	BREIG, ANNA VICTORVILLE CA	12/02/2015	
211658	2200071058	11/24/2015	USD	5,919.25	BRITHINEE ELECTRIC COLTON CA	11/30/2015	
211659	2200071073	11/24/2015	USD	164.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	12/04/2015	
211660	2200071093	11/24/2015	USD	9,321.84	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	12/01/2015	
211661	2200071111	11/24/2015	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	12/01/2015	
211662	2200071110	11/24/2015	USD	723.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	12/01/2015	
211663	2200071059	11/24/2015	USD	9.04	CITY RENTALS INC ONTARIO CA	12/01/2015	
211664	2200071060	11/24/2015	USD	45.19	CONSUMERS PIPE & SUPPLY CO FONTANA CA	12/01/2015	
211665	2200071075	11/24/2015	USD	1,404.01	CONTROL PRO INC CHINO CA	12/02/2015	
211666	2200071094	11/24/2015	USD	301.42	D & H WATER SYSTEMS INC OCEANSIDE CA	12/04/2015	
211667	2200071071	11/24/2015	USD	8,687.80	DELL MARKETING L P PASADENA CA	11/30/2015	
211668	2200071069	11/24/2015	USD	1,517.73	ENTENMANN-ROVIN CO COMMERCE CA	12/01/2015	
211669	2200071099	11/24/2015	USD	750.00	ENVIRONMENTAL CONCEPTS COMP INMISSION VIEJO CA	12/01/2015	
211670	2200071091	11/24/2015	USD	380.00	EUROFINS EYTON ANALYTICAL, INGRAPEVINE TX	12/01/2015	
211671	2200071061	11/24/2015	USD	609.87	FISHER SCIENTIFIC LOS ANGELES CA	12/01/2015	
211672	2200071067	11/24/2015	USD	1,016.82	FLW INC HUNTINGTON CA	11/30/2015	
211673	2200071109	11/24/2015	USD	1,717.87	FRANCHISE TAX BOARD SACRAMENTO CA	12/08/2015	
211674	2200071114	11/24/2015	USD	57.50	FRESQUEZ, ADRIAN CHINO HILLS CA	12/02/2015	

CITIZENS BUSINESS BANK
CBB
122234149
CHECK
231167641

ONTARIO CA 917610000

Check	Check number	from to	Req. amount	Print date	Currency	Amount paid (\$)	Recipient / void reason code	Enca / void
	211675		2200071098	11/24/2015	USD	57,540.00	GAMA CONTRACTING SERVICES INC SOUTH EL MONTE CA	12/08/2015
	211676		2200071098	11/24/2015	USD	3,631.55	GRAINER PACIFIC SUPPLY ORANGE CA	12/01/2015
	211677		2200071066	11/24/2015	USD	2,569.06	CRAINER PALATINE IL	11/30/2015
	211678		2200071087	11/24/2015	USD	568.12	CRISWOLD INDUSTRIES COSTA MESA CA	12/03/2015
	211679		2200071086	11/24/2015	USD	1,679.54	HACH COMPANY CHICAGO IL	11/30/2015
	211680		2200071062	11/24/2015	USD	257.31	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	12/02/2015
	211681		2200071106	11/24/2015	USD	469.02	ROBBS, DIANA APPLE VALLEY CA	12/01/2015
	211682		2200071063	11/24/2015	USD	5,401.63	HOME DEPOT CREDIT SERVICES DES MOINES IA	12/07/2015
	211683		2200071082	11/24/2015	USD	2,145.05	HORIZON TECHNOLOGY SALEM NH	12/08/2015
	211684		2200071104	11/24/2015	USD	469.02	HORNE, WILLIAM YUCCA VALLEY CA	12/01/2015
	211685		2200071107	11/24/2015	USD	195.00	IEUA EMPLOYERS' ASSOCIATION CHINO HILLS CA	12/10/2015
	211686		2200071084	11/24/2015	USD	75.00	INDUSTRIAL HEARING & PULMONARY UPLAND CA	12/02/2015
	211687		2200071108	11/24/2015	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	11/30/2015
	211688		2200071113	11/24/2015	USD	71.76	KIANG, WANDA CHINO HILLS CA	12/07/2015
	211689		2200071076	11/24/2015	USD	2,997.01	KONICA MINOLTA PASADENA CA	12/01/2015
	211690		2200071036	11/24/2015	USD	4,175.64	LAW OFFICE OF MICHAEL R. NEBEYZCALABASAS CA	12/08/2015
	211691		2200071083	11/24/2015	USD	60.00	LIBBERT CASSIDY WHITMORE LOS ANGELES CA	12/03/2015
	211692		2200071035	11/24/2015	USD	210.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	12/02/2015
	211693		2200071100	11/24/2015	USD	1,072.05	MAIN GRAPHICS IRVINE CA	12/03/2015
	211694		2200071112	11/24/2015	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	12/01/2015
	211695		2200071089	11/24/2015	USD	438.12	MARS ENVIRONMENTAL INC ANAHEIM CA	12/02/2015
	211696		2200071077	11/24/2015	USD	256.61	MCMASTER-CARR SUPPLY CO. CHICAGO IL	12/03/2015
	211697		2200071105	11/24/2015	USD	694.69	MILLER, ELMER L BLUE JAY CA	12/09/2015
	211698		2200071070	11/24/2015	USD	1,271.56	MISCO WATER FOOTHILL RANCHO CA	12/01/2015
	211699		2200071068	11/24/2015	USD	1,500.00	MOODY'S INVESTORS SERVICE ATLANTA GA	12/01/2015
	211700		2200071101	11/24/2015	USD	3,779.57	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	11/30/2015
	211701		2200071065	11/24/2015	USD	561.71	PETTY CASH EXPENDITURES CHINO CA	12/03/2015
	211702		2200071078	11/24/2015	USD	594.34	RED WING SHOE STORE UPLAND CA	11/30/2015
	211703		2200071081	11/24/2015	USD	6,506.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/03/2015
	211704		2200071080	11/24/2015	USD	1,700.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	12/10/2015
	211705		2200071090	11/24/2015	USD	22,505.51	SINNOTT, PUEBLA, CAMPAGNE & CUILOS ANGELES CA	12/01/2015
	211706		2200071102	11/24/2015	USD	296,917.79	SO. CALIF. EDISON ROSEMEAD CA	12/01/2015
	211707		2200071085	11/24/2015	USD	1,016.67	U S BANK ST PAUL MN	12/01/2015
	211708		2200071079	11/24/2015	USD	363.93	VERIZON WIRELESS DALLAS TX	12/03/2015
	211709		2200071072	11/24/2015	USD	218.00	WATER ENVIRONMENT FEDERATION ALEXANDRIA VA	12/09/2015
	211710		2200071145	11/25/2015	USD	105.00	CHAN, JOANNE CHINO HILLS CA	12/07/2015
	211711		2200071144	11/25/2015	USD	565.68	COLE, CHRISTOPHER CHINO HILLS CA	12/07/2015
	211712		2200071136	11/25/2015	USD	572.55	COLONIAL LIFE & ACCIDENT INSURANCE COLUMBIA SC	12/07/2015
	211713		2200071141	11/25/2015	USD	2,058.93	FIDELITY SECURITY LIFE INSURANCE IN MN NATI OH	12/03/2015
	211714		2200071142	11/25/2015	USD	215.66	GUARDIANO, GARY CHINO HILLS CA	12/04/2015
	211715		2200071140	11/25/2015	USD	329.80	LEGALSHIELD ADA OK	12/01/2015
	211716		2200071138	11/25/2015	USD	13,105.94	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	12/01/2015
	211717		2200071139	11/25/2015	USD	144.40	LINCOLN LIFE-TERM LIFE CHICAGO IL	12/02/2015
	211718		2200071143	11/25/2015	USD	399.00	NOH, BRIAN CHINO HILLS CA	12/08/2015

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank	Bank Key	Acct number	Payment	Amount paid (FC)	Enda /void	
CIBB	122234149	CHECK				
		231167641				
Check number	From to	Payment	Amount date	Currency	Recipient/void reason code	Enda /void
211719		2200071137	11/25/2015	USD	PERS LONG TERM CARE PROGRAM PASADENA CA	12/02/2015
211720		2200071135	11/25/2015	USD	PREFERRED BENEFIT INSURANCE PLEASANTON CA	12/02/2015
211721		2200071133	11/25/2015	USD	SO CALIF GAS MONTEREY PARK CA	12/08/2015
211722		2200071132	11/25/2015	USD	VERIZON CALIFORNIA DALLAS TX	12/03/2015
211723		2200071134	11/25/2015	USD	WESTERN DENTAL PLAN ORANGE CA	12/02/2015
* Payment method Check				4,393,339.08		

Check number	From to	Payment	Print date	Cyrcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**				USD	4,393,339.08		

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank CBB CITIZENS BUSINESS BANK ONTARIO CA 917610000
 Bank Key 122234149
 Acct number WCMP 231159290

Check number from to	Payment	Emnt date	Ccy	Amount paid (FC)	Recipient/vold reason code	Ynca /vold
04343	2200070682	11/04/2015	USD	117.38	YORK INSURANCE SERVICES GROUP CITY OF INDUSTRY CA	11/20/2015
04344	2200070837	11/11/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/12/2015
04345	2200070838	11/11/2015	USD	570.93	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/16/2015
04346	2200070839	11/11/2015	USD	240.09	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/18/2015
04347	2200070842	11/11/2015	USD	8.74	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/19/2015
04348	2200070843	11/11/2015	USD	232.51	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/20/2015
04349	2200070844	11/11/2015	USD	133.40	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/18/2015
04350	2200070845	11/11/2015	USD	584.34	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/19/2015
04351	2200070846	11/11/2015	USD	33.25	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/19/2015
04352	2200071116	11/18/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/19/2015
04353	2200071117	11/18/2015	USD	122.33	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/19/2015
04354	2200071118	11/18/2015	USD	175.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/25/2015
04355	2200071119	11/18/2015	USD	1,081.30	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/24/2015
04356	2200071120	11/18/2015	USD	620.60	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/24/2015
04357	2200071121	11/18/2015	USD	90.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/23/2015
04358	2200071122	11/18/2015	USD	488.80	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/25/2015
04359	2200071123	11/18/2015	USD	75.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/27/2015
04360	2200071124	11/18/2015	USD	8.74	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/23/2015
04361	2200071125	11/18/2015	USD	276.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/27/2015
04362	2200071126	11/18/2015	USD	588.98	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/23/2015
04363	2200071127	11/18/2015	USD	1,853.60	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/24/2015
04364	2200071128	11/18/2015	USD	1,089.71	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/23/2015
04365	2200071129	11/18/2015	USD	562.95	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/23/2015
04366	2200071130	11/18/2015	USD	68.99	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/24/2015
04367	2200071131	11/18/2015	USD	48.00	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/24/2015
04368	2200071155	11/25/2015	USD	17.55	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015
04369	2200071156	11/25/2015	USD	122.33	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015
04370	2200071158	11/25/2015	USD	133.35	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015
04371	2200071159	11/25/2015	USD	93.68	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015
04372	2200071160	11/25/2015	USD	122.33	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015
04373	2200071259	11/30/2015	USD	122.33	YORK RISK SERVICES GROUP, INC PARSIPPANY NY	11/30/2015

* Payment method Checks created manually 9,939.91 USD

Check Register

Total of all entries

Check number	From to	Payment	Entry date	Currency	Amount paid (FC)	Recipient/void reason code	Enc / void
**				USD	9,939.91		

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR NOVEMBER 13, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

GROSS PAYROLL COSTS			\$1,139,850.03
DEDUCTIONS			(\$490,499.43)
NET PAYROLL			<u>\$649,350.60</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$649,350.60	<u>\$649,350.60</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR NOVEMBER 25, 2015

PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

GROSS PAYROLL COSTS			\$1,133,517.24
DEDUCTIONS			(\$480,819.72)
NET PAYROLL			<u>\$652,697.52</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$652,697.52	<u>\$652,697.52</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR NOVEMBER 13, 2015
PRESENTED AT BOARD MEETING ON JANUARY 20, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,351.00	\$956.30
TERRY L. CATLIN	\$2,965.25	\$841.51
STEVEN J. ELIE	\$2,965.25	\$481.84
JASMIN HALL	\$2,222.11	\$1,340.74
GENE T. KOOPMAN	\$1,279.35	\$0.00
<i>TOTALS</i>	\$12,782.96	\$3,620.39

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105509
ENDING CHECK NO.	105511
TOTAL CHECKS PROCESSED	3

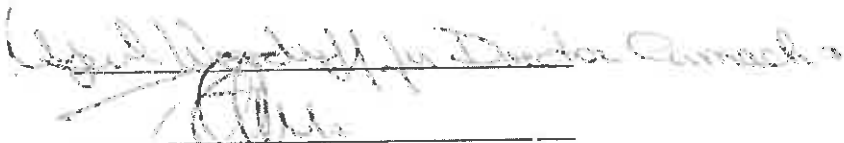
IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO
 EMPLOYEE NO. 1140
 ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-11-15	IEUA Board Workshop	Yes	\$225.00
10-14-15	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
10-14-15	Special IEUA Board Meeting	Yes (same day)	\$-0-
10-24-15	WELL Regional Workshop	Yes	\$225.00
10-21-15	Board Meeting	No (Cancelled)	\$-0-
10-29-15	Three Valleys MWD Leadership Breakfast	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$900.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin, President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-07-15	OP & T Committee Telecon update	Yes	\$225.00
10-12-15	MWD Standing Committee Meetings	Yes	\$225.00
10-13-15	MWD Standing Committee and Board Meetings	Yes	\$225.00
10-27-15	MWD Other Committee Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00 ✓
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4 ✓

DIRECTOR
SIGNATURE

Michael Camacho

Michael Camacho

Approved by:

Terry Catlin
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-01-15	Regional Policy Committee	(Cancelled)	-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**

[Handwritten Signature: Michael Camacho]

Approved by:

[Handwritten Signature: Terry Catlin]
Terry Catlin
President, Board of Directors

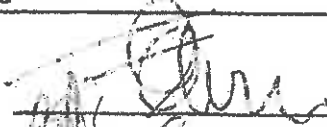
IEUA DIRECTOR PAYSHEET

TERRY CATLIN
 EMPLOYEE NO. 615
 ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-07-15	IEUA Board Workshop	Yes	\$225.00
10-08-15	Upland Oversight Meeting	Yes (decline pymt.)	\$-0-
10-14-15	Special Board Meeting	Yes	\$225.00
10-21-15	Board Meeting	No (Cancelled)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			3
Total No. of Meetings Paid			2

DIRECTOR SIGNATURE



Approved by:

Steven J. Elie
 Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION**

TERRY CATLEN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-06-15	SAWPA Commission Workshop	Yes	\$225.00
10-20-15	SAWPA Commission Meeting	Yes	\$225.00

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015))	\$450.00
Total No. of SAWPA Meetings Attended	2
Total No. of SAWPA Meetings Paid	2

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$179.43 (2014) per meeting directly to the Agency.

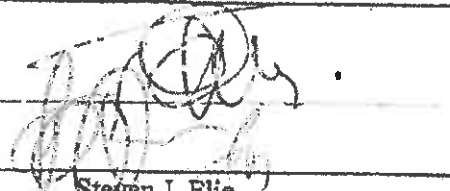
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-15-15	CBWM Advisory Cmte. Meeting	Yes (decline pymt.)	\$-0-
10-22-15	CBWM Board Meeting	Yes (decline pymt.)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			2
Total No. of Watermaster Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:

Steven J. Elie
Secretary/Treasurer, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

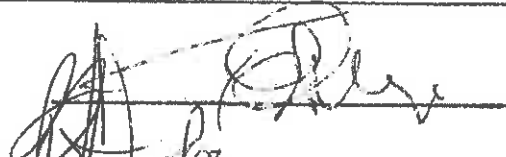
OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-01-15	Regional Policy Committee Meeting	(Cancelled)	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings	\$-0-
Total No. of Meetings Attended	0
Total No. of Meetings Paid	0

**DIRECTOR
SIGNATURE**

Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors


**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-08-15	CDA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1

DIRECTOR SIGNATURE 

Approved by: 
Steven J. Elie
Secretary/Treasurer, Board of Directors

*Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency.


IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-07-15	IEUA Board Workshop	Yes	\$225.00
10-14-15	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
10-14-15	Special IEUA Board Meeting	Yes (same day)	\$-0-
10-19-15	Association of Special District Dinner meeting	No	\$-0-
10-20-15	DC Legislative Trip	Yes	\$225.00
10-21-15	Board Meeting	No (cancelled)	\$-0-
10-21-15	DC Legislative Trip	Yes	\$225.00
10-22-15	DC Legislative Trip	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			5

DIRECTOR SIGNATURE 

Approved By: 
 Terry Catlin
 President, Board of Directors

IEUA DIRECTOR PAYSHEET

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-01-15	AABE Western Reg. Conference	Yes	\$225.00
10-02-15	AABE Western Reg. Conference	Yes	\$225.00
10-03-15	Fontana Mayor's Gala	Yes	\$225.00
10-07-15	IEUA Board Workshop	Yes	\$225.00
10-07-15	Meeting with GM Grindstaff	Yes (staff)	\$-0-
10-14-15	Special IEUA Board Meeting	No	\$-0-
10-19-15	Association of Special District Dinner	Yes	\$225.00
10-21-15	Board Meeting	No (cancelled)	\$-0-
10-22-15	Fontana Chamber of Commerce Communicator and Leaders	Yes	\$225.00
10-23-15	Gateway to the Future Ribbon Cutting 1-15 Duncan Canyon Interchange	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,575.00
Total No. of Meetings Attended			8
Total No. of Meetings Paid			7

DIRECTOR
 SIGNATURE

Jasmin A. Hall

Approved by:

Terry Catlin
 Terry Catlin, President, Board of Directors

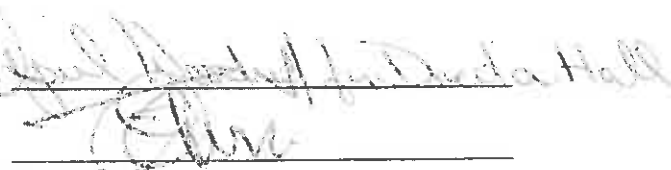
**DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)**

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-06-15	SAWPA Commission Workshop	Yes	\$36.60
10-20-15	SAWPA Commission Meeting	Yes	\$36.60
TOTAL REIMBURSEMENT			\$73.20
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$36.60 – difference between SAWPA (\$188.40 (2015) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR
SIGNATURE



Approved by:

Terry Catlin
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)**

JASMIN A. HALL
EMPLOYEE NO. 1256
ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
10-08-15	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE *Jasmin A. Hall*

Approved by: *Terry Catlin*
Terry Catlin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

GENE KOOPMAN
 EMPLOYEE NO. 642
 ACCOUNT NO. 10200 110100 100000 501010

OCTOBER 2015

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

REPRESENTATIVE'S
 SIGNATURE

[Handwritten Signature]

Approved by:

 Terry Catlin
 President, Board of Directors

Check Payee / Description Amount

Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 22 10/30 Taxes	HR	0037300	7,326.02
	P/R 22 10/30 Taxes	HR	0037300	40,468.73

	EMPLOYMENT DEVELOPMENT DEPARTM\$			47,794.75
Wire	INTERNAL REVENUE SERVICE			
	P/R 22 10/30 Taxes	HR	0037300	252,857.84

	INTERNAL REVENUE SERVICE		\$	252,857.84
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 23 11/13 Taxes	HR	0038200	7,225.61
	P/R 23 11/13 Taxes	HR	0038200	46,021.26

	EMPLOYMENT DEVELOPMENT DEPARTM\$			53,246.87
Wire	INTERNAL REVENUE SERVICE			
	P/R 23 11/13 Taxes	HR	0038200	272,809.14

	INTERNAL REVENUE SERVICE		\$	272,809.14
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R DIR 011 11/13 Taxes	HR	0038100	331.94

	EMPLOYMENT DEVELOPMENT DEPARTM\$			331.94
Wire	INTERNAL REVENUE SERVICE			
	P/R DIR 011 11/13 Taxes	HR	0038100	1,906.30

	INTERNAL REVENUE SERVICE		\$	1,906.30
Wire	BANK OF AMERICA NT&SA			
	P/R 23 11/13/15 EFT Direct Deposit		111315	649,350.60

	BANK OF AMERICA NT&SA		\$	649,350.60
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 24 11/23 Taxes	HR	0039100	46,639.58
	P/R 24 11/23 Taxes	HR	0039100	6,555.95

	EMPLOYMENT DEVELOPMENT DEPARTM\$			53,195.53
Wire	INTERNAL REVENUE SERVICE			
	P/R 24 11/23 Taxes	HR	0039100	266,171.06

	INTERNAL REVENUE SERVICE		\$	266,171.06
Wire	BANK OF AMERICA NT&SA			
	P/R 11 DIR 11/13/15 EFT Direct Deposit		111315 DIR	1,340.74

	BANK OF AMERICA NT&SA		\$	1,340.74
Wire	BANK OF AMERICA NT&SA			
	P/R 24 11/25/15 EFT Direct Deposit		112515	652,697.52

	BANK OF AMERICA NT&SA		\$	652,697.52

Check	Payee / Description		Amount
ACH	SHELL ENERGY NORTH AMERICA LP		
	9/15 Gas Commodity-Non Core	2694370	17,792.32
	9/15 Gas Cmmdty-Core,7/15 Adj	1100002880309	527.72
			- - - - -
	SHELL ENERGY NORTH AMERICA LP \$		18,320.04
ACH	AQUA BEN CORPORATION		
	RP1-16,100 Lbs Polymer 750A	33794	21,105.55
	DAFT-6,900 Lbs Polymer 748E	33793	7,489.26
			- - - - -
	AQUA BEN CORPORATION \$		28,594.81
ACH	CIHIGOYENETCHE GROSSBERG & CLO		
	3/15 IEUA vs Martin	49645	575.00
	9/15 Watermaster	50252	5,521.00
	9/15 Personnel Matter, IEUA Employee	50249	1,500.00
	9/15 IEUA vs Starlite Reclamation	50251	1,470.00
	9/15 PS vs IEUA	50250	1,000.00
	9/15 IEUA vs RP1 Ontario Airport Plume	50248	75.00
	9/15 IEUA vs PM	50247	50.00
	9/15 IEUA vs Martin	50246	350.00
	9/15 General Legal	50245	22,026.00
	1/15 IEUA vs Martin	49441	75.00
	2/15 IEUA vs Martin	49540	300.00
	5/15 IEUA vs Martin	49826	275.00
	7/15 IEUA vs Martin	50048	100.00
	4/15 IEUA vs Martin	49721	1,125.00
			- - - - -
	CIHIGOYENETCHE GROSSBERG & CLOS		34,442.00
ACH	HASCO OIL COMPANY, INC.		
	RP2-Mobil Gear 600 XP 150	0196350-IN	771.42
			- - - - -
	HASCO OIL COMPANY, INC. \$		771.42
ACH	SANTA ANA WATERSHED		
	September 2015 Truck Discharge	8733	611.67
	September 2015 Service	8729	133,590.79
			- - - - -
	SANTA ANA WATERSHED \$		134,202.46
ACH	UNIVAR USA INC		
	RP5-12,771 Lbs Sodium Bisulfite	LA170443	3,213.27
			- - - - -
	UNIVAR USA INC \$		3,213.27
ACH	SC FUELS		
	299.7 Gals HDAX 520C Low Ash Engine Oil	0421622-IN	4,319.89
			- - - - -
	SC FUELS \$		4,319.89
ACH	THIRDWAVE CORPORATION		
	IS15002-8/1-9/30 ECM Enterprise Assessme 15-2001		1,904.00
			- - - - -
	THIRDWAVE CORPORATION \$		1,904.00
ACH	ICMA RETIREMENT TRUST 457		
	P/R 23 11/13 Deferred Comp Ded	HR 0038200	12,500.75
			- - - - -

Check	Payee / Description	Amount
	ICMA RETIREMENT TRUST 457	\$ 12,500.75
ACH	LINCOLN NATIONAL LIFE INS CO P/R 23 11/13 Deferred Comp Ded HR 0038200	24,593.52
	LINCOLN NATIONAL LIFE INS CO	\$ 24,593.52
ACH	ICMA RETIREMENT TRUST 401 P/R 23 11/13 Exec Deferred Comp HR 0038200	10,194.40
	ICMA RETIREMENT TRUST 401	\$ 10,194.40
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E 33815 4,992.84 RP1-13,800 Lbs Polymer 750A 33816 18,090.48	
	AQUA BEN CORPORATION	\$ 23,083.32
ACH	UNIVAR USA INC RP5-13,188 Lbs Sodium Bisulfite LA174973	2,854.28
	UNIVAR USA INC	\$ 2,854.28
ACH	MARK IV COMMUNICATIONS INC RP4-Server Room to Data Rack Cabling 20719 1,568.56 RP1,RP2,RP4,CCWRF-Cabling and Mounting 20720 5,150.25	
	MARK IV COMMUNICATIONS INC	\$ 6,718.81
ACH	WESTERN MUNICIPAL WATER DISTRI WR15001-9/1/15-9/30/15 994 Sprinkler Noz IEUA-921	3,578.40
	WESTERN MUNICIPAL WATER DISTRI	\$ 3,578.40
ACH	PEST OPTIONS INC September 2015 GWR Weed Abatement Servic 249519	5,916.00
	PEST OPTIONS INC	\$ 5,916.00
ACH	SHELL ENERGY NORTH AMERICA LP CCWRP/TP/RWPS-9/1-9/30 14950 Tlphn 6/1-6 2046 9/15 35,172.60 RP2/RP5-9/1-9/30 16400 El Prado 6/1-6/30 2044 9/15 382.46 RP1-9/1-9/30 2450 Phila St 6/1-6/30 Adj 2042 9/15 102,088.37	
	SHELL ENERGY NORTH AMERICA LP	\$ 137,643.43
ACH	SOLAR STAR CALIFORNIA V LLC 9/15 Solar Energy IEUA0083	58,527.19
	SOLAR STAR CALIFORNIA V LLC	\$ 58,527.19
ACH	RP1 FUEL CELL LLC RP1FuelCell-8/28-10/2 2450 Phila IEUA_15-09	30,435.99
	RP1 FUEL CELL LLC	\$ 30,435.99
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 23 11/13 Employee Ded HR 0038200	1,081.60

Check	Payee / Description		Amount
	IEUA GENERAL EMPLOYEES ASSOCIA\$		1,081.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 23 11/13 Employee Ded	HR 0038200	390.00
	IEUA PROFESSIONAL EMPLOYEES AS\$		390.00
ACH	DISCOVERY BENEFITS INC P/R DIR 011 11/13 Cafeteria Plan	HR 0038100	80.00
	P/R 23 11/13 Cafeteria Plan	HR 0038200	2,751.66
	DISCOVERY BENEFITS INC	\$	2,831.66
ACH	DISCOVERY BENEFITS INC P/R 21 & P/R 22 Admin Fees	0000588545-IN	156.75
	DISCOVERY BENEFITS INC	\$	156.75
ACH	Inland Empire Reg. Composting 9/15 O&M Expenses	SAP0915-IEUAO	194.49
	Inland Empire Reg. Composting \$		194.49
ACH	AQUA BEN CORPORATION RP1-13,800 Lbs Polymer 750A	33854	18,090.48
	DAFT-4,600 Lbs Polymer 748E	33853	4,992.84
	AQUA BEN CORPORATION	\$	23,083.32
ACH	GENESIS CONSTRUCTION EN15046-10/15 Pay Est 1	PE 1-EN15046	15,390.00
	EN15045-10/15 Pay Est 1	PE 1-EN15045	25,460.00
	GENESIS CONSTRUCTION	\$	40,850.00
ACH	AGRICULTURAL RESOURCES 12/15 Wtr Quality Consult	12/15 WTR QLT	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	CHINO BASIN DESALTER AUTHORITY 2/15-4/15-MWD Rebate Pass Through	201	724,680.00
	CDA-Grndwtr Wells & Raw Wtr Intertie Ppl	174	129,573.17
	CHINO BASIN DESALTER AUTHORITY\$		854,253.17
ACH	RP1 FUEL CELL LLC RP1FuelCell-10/2-10/30 2450 Phila	IEUA_15-10	171,735.61
	RP1 FUEL CELL LLC	\$	171,735.61
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM	469.02
	ESTRADA, JIMMIE J	\$	469.02
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM	173.51

Check	Payee / Description	Amount
	LICHTI, ALICE	\$ 173.51
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM 173.51
	MORASSE, EDNA	\$ 173.51
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM 469.02
	NOWAK, THEO T	\$ 469.02
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM 173.51
	SONNENBURG, ILSE	\$ 173.51
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM 173.51
	DYKSTRA, BETTY	\$ 173.51
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM 469.02
	TORRES, ROBERT G	\$ 469.02
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM 173.51
	MUELLER, CAROLYN	\$ 173.51
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM 173.51
	GRIFFIN, GEORGE	\$ 173.51
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 173.51
	CANADA, ANGELA	\$ 173.51
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 173.51
	CUPERSMITH, LEIZAR	\$ 173.51
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 295.51
	DELGADO-ORAMAS JR, JOSE	\$ 295.51
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 195.24
	GRANGER, BRANDON	\$ 195.24
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 195.24

Check	Payee / Description	Amount
	GADDY, CHARLES L	\$ 195.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 73.24
	BAKER, CHRIS	\$ 73.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 122.00
	WEBB, DANNY C	\$ 122.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 260.59
	HUMPHREYS, DEBORAH E	\$ 260.59
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 147.76
	MOUAT, FREDERICK W	\$ 147.76
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 122.00
	MORGAN, GARTH W	\$ 122.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 25.76
	ALLINGHAM, JACK	\$ 25.76
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 437.66
	MAZUR, JOHN	\$ 437.66
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 25.76
	RUDDER, LARRY	\$ 25.76
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 122.00
	INTERLICCHIA, RANDY	\$ 122.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 122.00
	HAMILTON, MARIA	\$ 122.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 173.51
	PICENO, TONY	\$ 173.51
ACH	RAMOS, CAROL	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	25.76
	RAMOS, CAROL	\$	25.76
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM	122.00
	FISHER, JAY	\$	122.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM	25.76
	KING, PATRICK	\$	25.76
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM	122.00
	DIETZ, JUDY	\$	122.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM	195.24
	DAVIS, GEORGE	\$	195.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM	25.76
	MONZAVI, TAGHI	\$	25.76
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM	173.51
	PETERSEN, KENNETH	\$	173.51
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM	173.51
	TRAUTERMAN, HELEN	\$	173.51
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM	1,042.36
	TIEGS, KATHLEEN	\$	1,042.36
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM	753.31
	DIGGS, GEORGE	\$	753.31
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM	816.90
	HAYES, KENNETH	\$	816.90
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM	195.24
	HUNTON, STEVE	\$	195.24

Check	Payee / Description		Amount
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM	147.76
	RODRIGUEZ, LOUIS	\$	147.76
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM	521.18
	VARBEL, VAN	\$	521.18
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM	399.18
	CLIFTON, NEIL	\$	399.18
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM	122.00
	DELGADO, FRANCOIS	\$	122.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM	521.18
	WELLMAN, JOHN THOMAS	\$	521.18
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM	25.76
	SPEARS, SUSAN	\$	25.76
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM	173.51
	TROXEL, WYATT	\$	173.51
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM	437.66
	CORLEY, WILLIAM	\$	437.66
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM	339.39
	CALLAHAN, CHARLES	\$	339.39
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM	268.47
	LESNIAKOWSKI, NORBERT	\$	268.47
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM	289.90
	VER STEEG, ALLEN J	\$	289.90
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM	408.35
	HACKNEY, GARY	\$	408.35

Check Payee / Description Amount

ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM	73.24
	CAREL, LARRY	\$	73.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM	315.66
	TOL, HAROLD	\$	315.66
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM	457.80
	BANKSTON, GARY	\$	457.80
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM	122.00
	ATWATER, RICHARD	\$	122.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM	437.66
	FIESTA, PATRICIA	\$	437.66
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM	875.31
	DIGGS, JANET	\$	875.31
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM	138.59
	CARAZA, TERESA	\$	138.59
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM	469.02
	ANDERSON, JOHN	\$	469.02
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM	753.74
	SANTA CRUZ, JACQUELYN	\$	753.74
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM	25.76
	HECK, ROSELYN	\$	25.76
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM	295.51
	SOPICKI, LEO	\$	295.51
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM	399.18

Check	Payee / Description	Amount
	HERNANDEZ, BENJAMIN	\$ 399.18
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 122.00
	GOSE, ROSEMARY	\$ 122.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 122.00
	KEHL, BARRETT	\$ 122.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 122.00
	RITCHIE, JANN	\$ 122.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 399.18
	LONG, ROCKWELL DEE	\$ 399.18
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 122.00
	FATTAHI, MIR	\$ 122.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 295.51
	VERGARA, FLORENTINO	\$ 295.51
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 173.51
	WARMAN, RALPH	\$ 173.51
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 173.51
	ROGERS, SHIRLEY	\$ 173.51
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 260.59
	WALL, DAVID	\$ 260.59
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 147.76
	CHUNG, MICHAEL	\$ 147.76
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 173.51
	ADAMS, PAMELA	\$ 173.51
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 920.36

Check	Payee / Description	Amount
	BLASINGAME, MARY	\$ 920.36
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 25.76
	ANDERSON, KENNETH	\$ 25.76
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 25.76
	MOE, JAMES	\$ 25.76
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 677.54
	POLACEK, KEVIN	\$ 677.54
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM 260.59
	ELROD, SONDR	\$ 260.59
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 167.90
	FRAZIER, JACK	\$ 167.90
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 122.00
	HOAK, JAMES	\$ 122.00
ACH	DEZHAM, PARI Reim Monthly Health Prem	HEALTH PREM 167.90
	DEZHAM, PARI	\$ 167.90
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 138.59
	FOLEY III, DANIEL J.	\$ 138.59
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 122.00
	CLEVELAND, JAMES	\$ 122.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 806.79
	LANGNER, CAMERON	\$ 806.79
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 138.59
	HAMILTON, LEANNE	\$ 138.59
ACH	HOOSHMAND, RAY	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	122.00
	HEALTH PREM	---
	HOOSHMAND, RAY	\$ 122.00
ACH	SCHLAPKOHL, JACK	
	Reim Monthly Health Prem	122.00
	HEALTH PREM	---
	SCHLAPKOHL, JACK	\$ 122.00
ACH	POOLE, PHILLIP	
	Reim Monthly Health Prem	167.90
	HEALTH PREM	---
	POOLE, PHILLIP	\$ 167.90
ACH	ADAMS, BARBARA	
	Reim Monthly Health Prem	195.24
	HEALTH PREM	---
	ADAMS, BARBARA	\$ 195.24
ACH	RUESCH, GENECE	
	Reim Monthly Health Prem	442.70
	HEALTH PREM	---
	RUESCH, GENECE	\$ 442.70
ACH	VANDERPOOL, LARRY	
	Reim Monthly Health Prem	457.80
	HEALTH PREM	---
	VANDERPOOL, LARRY	\$ 457.80
ACH	DECOITE, JOANN	
	Reim Monthly Health Prem	122.00
	HEALTH PREM	---
	DECOITE, JOANN	\$ 122.00
ACH	AMBROSE, JEFFREY	
	Reim Monthly Health Prem	521.18
	HEALTH PREM	---
	AMBROSE, JEFFREY	\$ 521.18
ACH	MERRILL, DIANE	
	Reim Monthly Health Prem	260.59
	HEALTH PREM	---
	MERRILL, DIANE	\$ 260.59
ACH	HOUSER, ROD	
	Reim Monthly Health Prem	656.63
	HEALTH PREM	---
	HOUSER, ROD	\$ 656.63
ACH	RUSSO, VICKI	
	Reim Monthly Health Prem	138.59
	HEALTH PREM	---
	RUSSO, VICKI	\$ 138.59
ACH	HUSS, KERRY	
	Reim Monthly Health Prem	399.18
	HEALTH PREM	---
	HUSS, KERRY	\$ 399.18

Check	Payee / Description		Amount
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM	555.54
	BINGHAM, GREGG	\$	555.54
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM	122.00
	CHARLES, DAVID	\$	122.00
ACH	ICMA RETIREMENT TRUST 457 P/R 24 11/23 Deferred Comp Ded	HR 0039100	11,308.05
	ICMA RETIREMENT TRUST 457	\$	11,308.05
ACH	LINCOLN NATIONAL LIFE INS CO P/R 24 11/23 Deferred Comp Ded	HR 0039100	23,854.17
	LINCOLN NATIONAL LIFE INS CO	\$	23,854.17
ACH	ICMA RETIREMENT TRUST 401 P/R 24 11/23 Exec Deferred Comp	HR 0039100	8,498.33
	ICMA RETIREMENT TRUST 401	\$	8,498.33
ACH	AQUA BEN CORPORATION RP2-18,400 Lbs Polymer 748E RP1-13,800 Lbs Polymer 750A DAFT-4,600 Lbs Polymer 748E	33892 33880 33879	19,971.36 18,090.48 4,992.84
	AQUA BEN CORPORATION	\$	43,054.68
ACH	INLAND EMPIRE REGIONAL 10/15 Biosolids	90017050	260,161.74
	INLAND EMPIRE REGIONAL	\$	260,161.74
ACH	DANRAE, INC EN15032-10/2015 Professional Services	141012	1,968.75
	DANRAE, INC	\$	1,968.75
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 24 11/23 Employee Ded	HR 0039100	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 24 11/23 Employee Ded	HR 0039100	450.00
	IEUA PROFESSIONAL EMPLOYEES AS	\$	450.00
ACH	DISCOVERY BENEFITS INC P/R 24 11/23 Employee Ded	HR 0039100	2,647.32
	DISCOVERY BENEFITS INC	\$	2,647.32
Wire	STATE DISBURSEMENT UNIT P/R 22 10/30	HR 0037300	1,135.25

Check	Payee / Description		Amount
	STATE DISBURSEMENT UNIT	\$	1,135.25
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 22 10/30 PERS	HR 0037300	239,002.52
	PUBLIC EMPLOYEES RETIREMENT SY\$		239,002.52
Wire	PUBLIC EMPLOYEES' RETIREMENT S 11/15 Health Ins-Retirees, Board, Employee 1868 11/15		216,200.09
	PUBLIC EMPLOYEES' RETIREMENT S\$		216,200.09
Wire	STATE DISBURSEMENT UNIT P/R 23 11/13	HR 0038200	1,135.25
	STATE DISBURSEMENT UNIT	\$	1,135.25
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 23 11/13/15 Deferred Comp Ded	PR 23 111315	0.22
	P/R 23 11/13 Deferred Comp Ded	HR 0038200	13,232.88
	PUBLIC EMPLOYEE'S RETIREMENT S\$		13,233.10
Wire	STATE BOARD OF EQUALIZATION 10/15 Sales Tax Deposit	23784561 10/1	10,112.00
	STATE BOARD OF EQUALIZATION	\$	10,112.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 23 11/13 PERS	HR 0038200	245,028.19
	PUBLIC EMPLOYEES RETIREMENT SY\$		245,028.19
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 24 11/23 Deferred Comp Ded	HR 0039100	12,600.04
	PUBLIC EMPLOYEE'S RETIREMENT S\$		12,600.04
Wire	METROPOLITAN WATER DISTRICT September 2015 Water Purchase	8474	1,644,476.56
	METROPOLITAN WATER DISTRICT	\$	1,644,476.56

Grand Total Payment Amount: \$ 6,656,799.28


**ACTION
ITEM**


2A


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



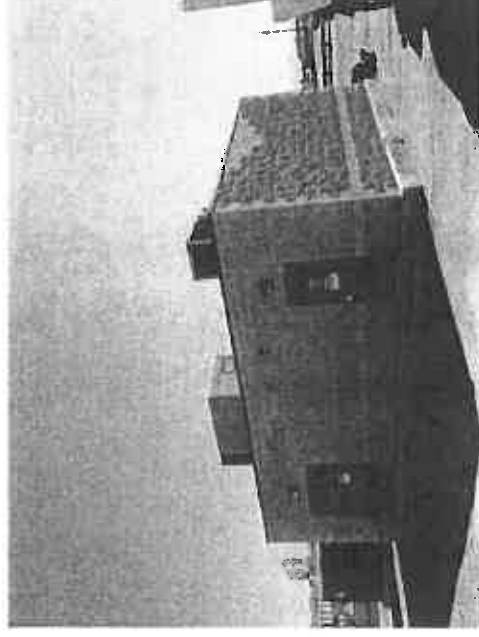
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

Jamal Zughbi, P.E.
Project Manager

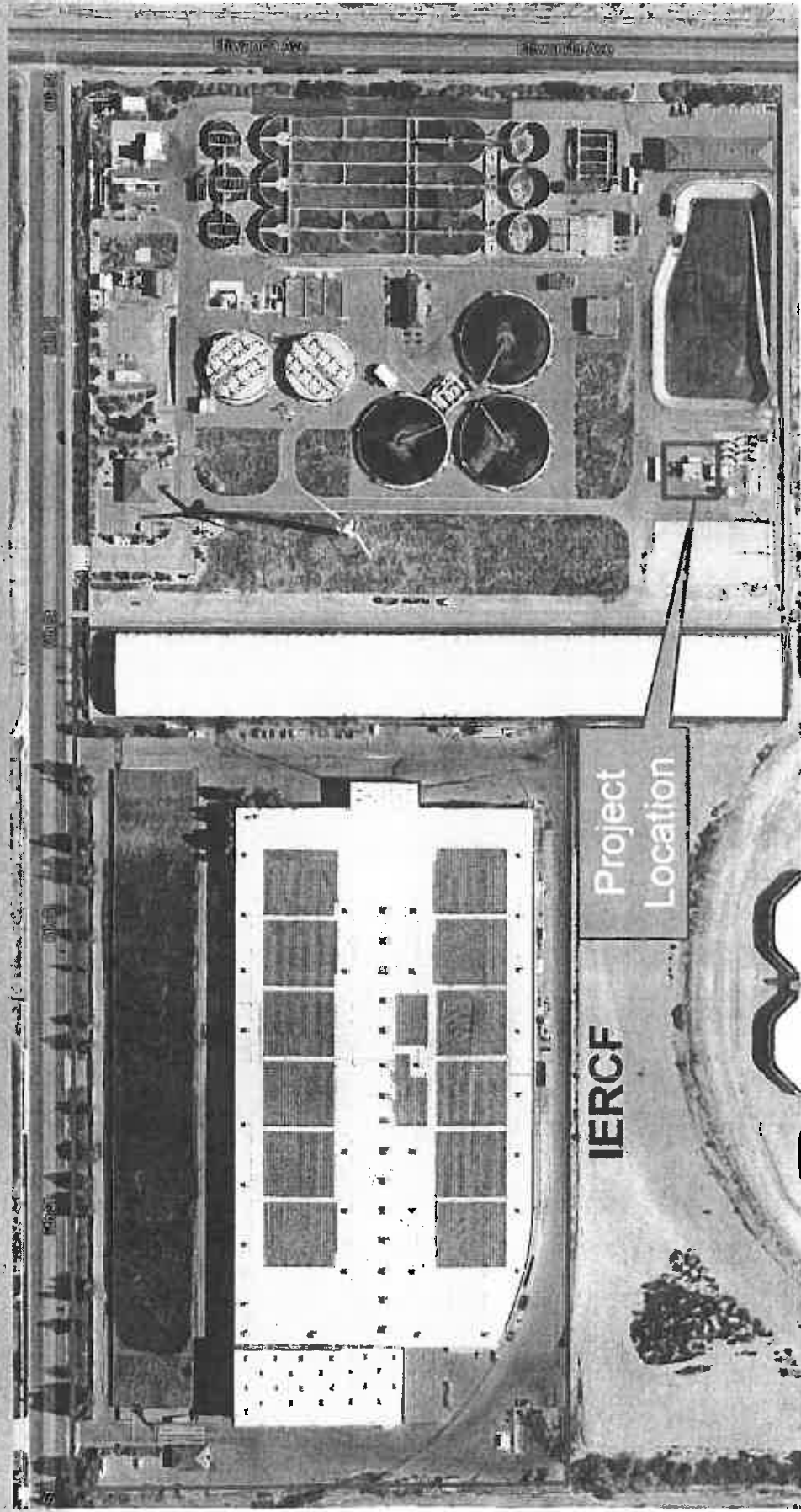
Project Background

- 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

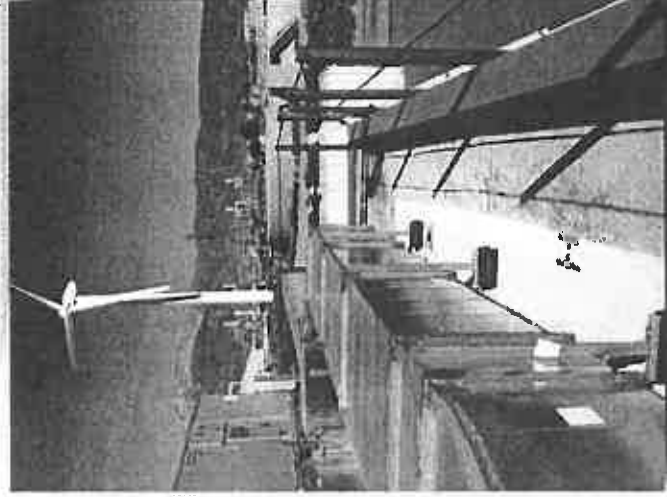
Project Location



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)

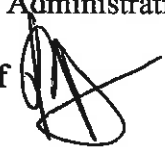
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**ACTION
ITEM
2B**


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 Improvements Project Consultant Contract Award

January 20, 2016

Page 2 of 3

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.

RP-1 Improvements Project Consultant Contract Award

January 20, 2016

Page 3 of 3

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



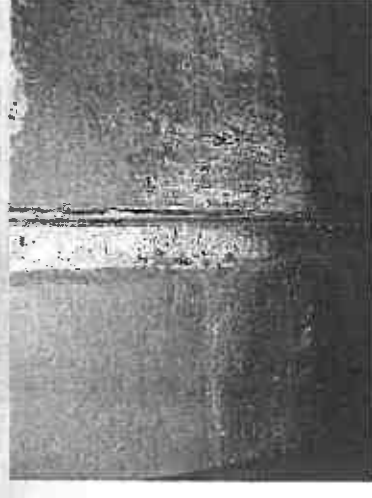
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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

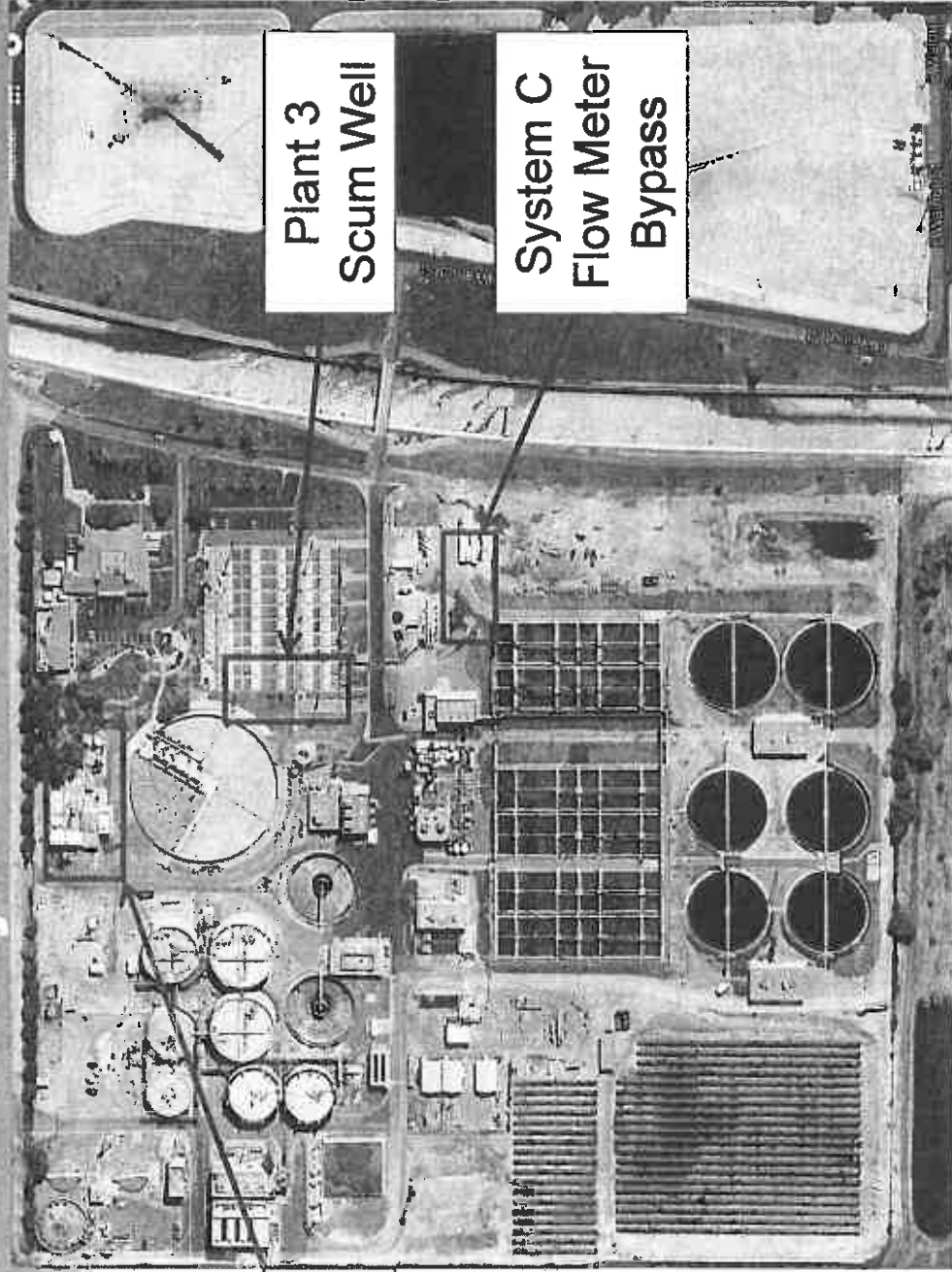


Headworks Concrete
Degradation



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 apgroup@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

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.:	Proj. Name & No: RP-1 Improvements Project, EN15xxx		Invoice No. / Consult Ref: XXXXXX

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period From: 9/1/2015 To: 9/30/2015	Total to Date From: 9/9/2015 To: 9/30/2015	Progress to Date	Remaining Contract Value
				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
	2	EN15xxx.00.F.DN85	85% Design Services	\$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
	4	EN15xxx.00.G.CNSW.00	Constr Support Services		#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 From: To:	Total to Date From: To:	Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00	0%	0%
						\$0.00	0%	0%
						\$0.00	0%	0%
Subtotal Contr. Amendm				\$0.00	\$0.00	\$0.00		\$0.00
Total Cont. 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: _____

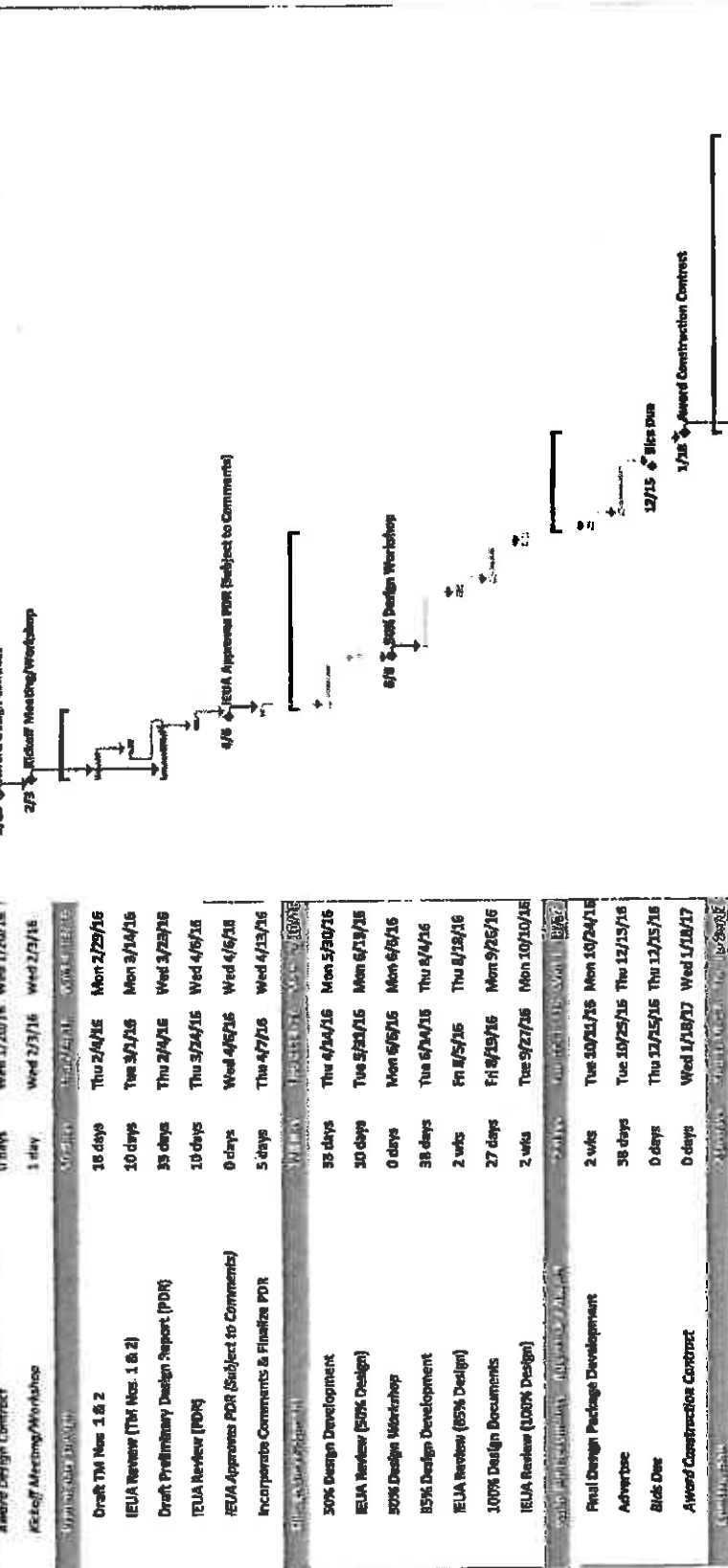
Inland Empire Utilities Agency Approvals:

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

Exhibit D

IEUA RP-3 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 10/4/2015 Jan 10/4/2015 Feb 10/4/2015 Mar 10/4/2015 Apr 10/4/2015 May 10/4/2015 Jun 10/4/2015 Jul 10/4/2015 Aug 10/4/2015 Sep 10/4/2015 Oct 10/4/2015 Nov 10/4/2015 Dec 10/4/2015



Activity	Start Date	End Date	Duration
Award Design Contract	10/4/2015	10/4/2015	0 days
Kickoff Meeting/Workshop	10/29/15	10/29/15	1 day
Draft TM Nos 1 & 2	11/16/15	11/16/15	16 days
IEUA Review (TM Nos. 1 & 2)	12/1/15	12/1/15	10 days
Draft Preliminary Design Report (PDR)	12/15/15	12/15/15	39 days
IEUA Review (PDR)	12/22/15	12/22/15	10 days
IEUA Approves PDR (Subject to Comments)	12/29/15	12/29/15	0 days
Incorporate Comments & Finalize PDR	1/5/16	1/5/16	5 days
30% Design Development	1/12/16	1/12/16	35 days
IEUA Review (50% Design)	1/19/16	1/19/16	30 days
50% Design Workshop	1/26/16	1/26/16	0 days
85% Design Development	2/2/16	2/2/16	36 days
IEUA Review (85% Design)	2/9/16	2/9/16	2 wks
100% Design Documents	2/16/16	2/16/16	27 days
IEUA Review (100% Design)	2/23/16	2/23/16	2 wks
Final Design Package Development	2/30/16	2/30/16	2 wks
Advertise	3/6/16	3/6/16	58 days
Bids Due	3/13/16	3/13/16	0 days
Award Construction Contract	3/20/16	3/20/16	0 days
Contract/Bid/NTF	3/27/16	3/27/16	30 days
Construction of Headworks/Primary/Secondary	3/27/16	11/16/17	180 days
Project Closeout	11/16/17	11/16/17	0 days
As-built Preparation	11/16/17	11/16/17	1 wk

Work Schedule



**ACTION
ITEM**

2C




Inland Empire Utilities Agency


A MUNICIPAL WATER DISTRICT


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: 10827 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. Submittal 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 constructed 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)

12/8/2015

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 / AC No. Ext.: (658) 369-2030 **FAX / AC No. Ext.:** (658) 277-4901
E-MAIL ADDRESS: greg@we-insurance.com

INSURED (909) (29-5555)
 Esap Industrial Supply Inc
 10927 Jasmine St
 Fontana CA 92337

INSURER(S) AFFORDING COVERAGE	NAICS
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.

INSURER CODE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG	Y	BES1656154420	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	SAW1656154420	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					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	SWC1065929	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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	CANCELLATION
Inland Empire Utilities Agency Attn: Roger Hughbanks P.O. Box 9020 Chino Hills CA 91709	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


**INFORMATION
ITEM**


3A

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.

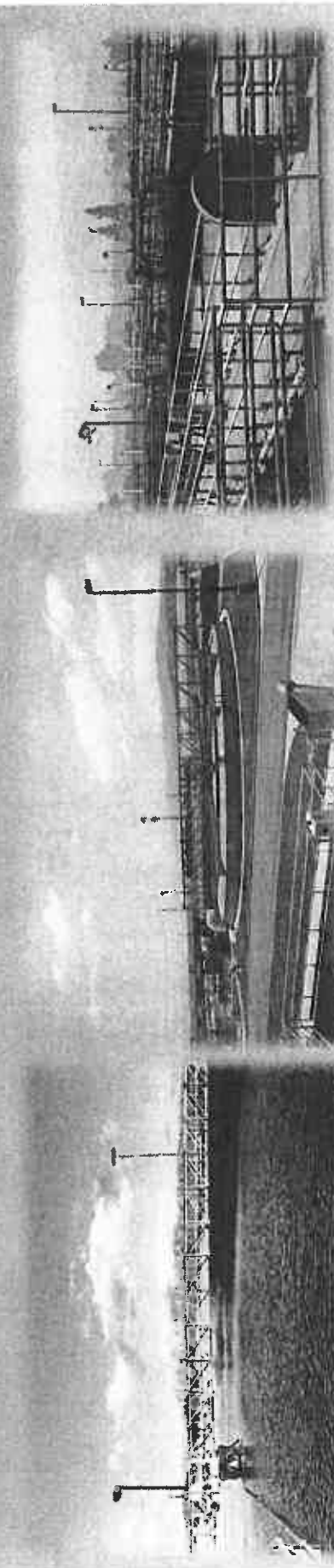
IMPACT ON BUDGET

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 Marseilles, P.E.,
Senior Engineer

RP-1 & RP-5 Expansion PDR Project Background

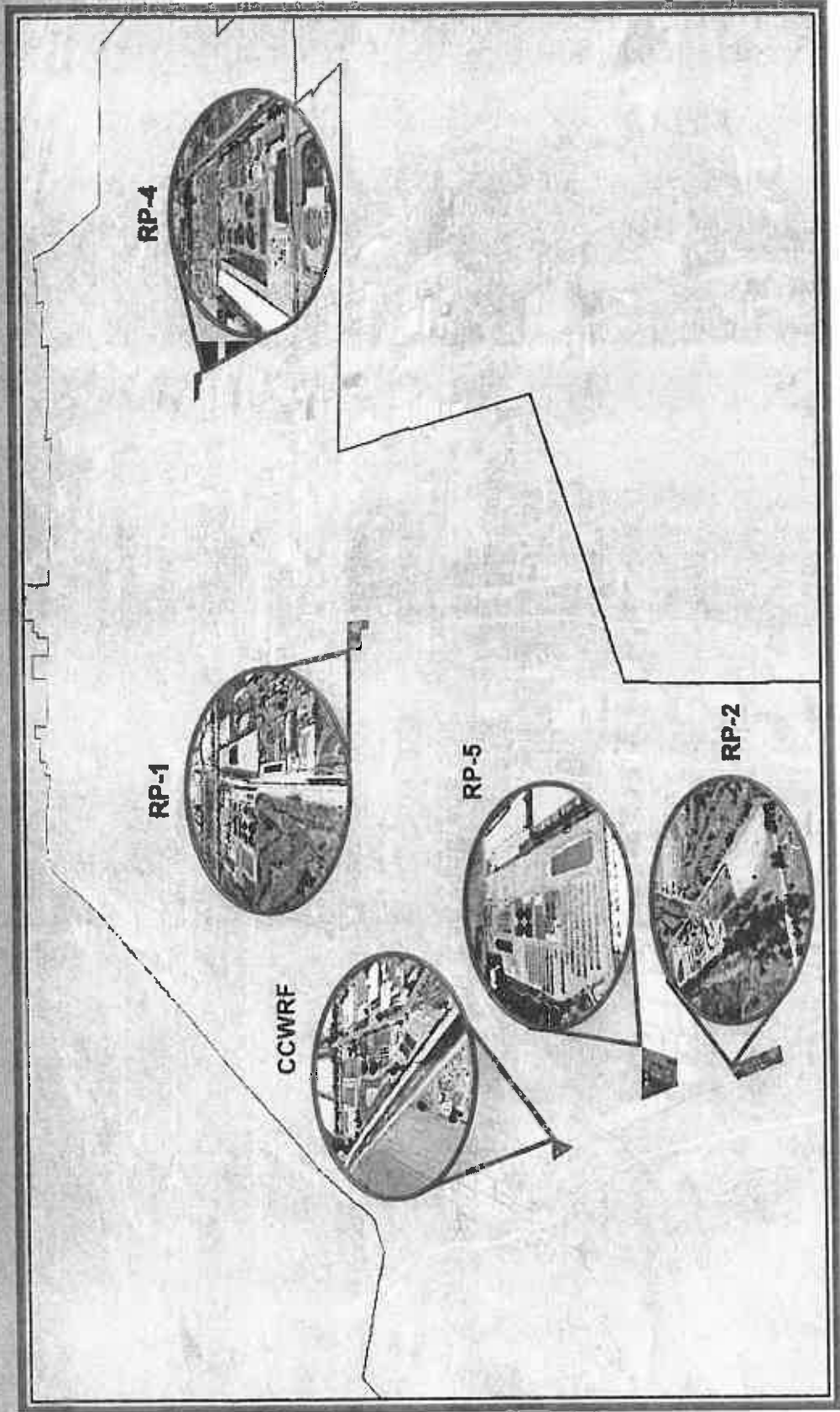
- Wastewater Facilities Master Plan (WFMP) completed April 2015

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

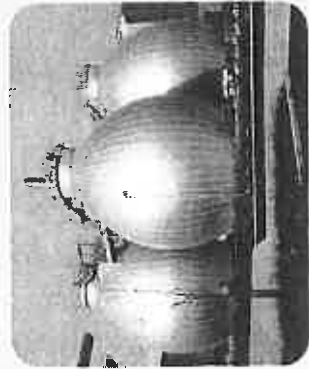
- Requirement to expand RP-1 by 2030
- Requirement to expand RP-5 by 2025
- Relocate RP-2 to new RP-5 Solids Treatment Facility prior to USACE completing project to raise elevation of Prado Dam Spillway.

Project Locations

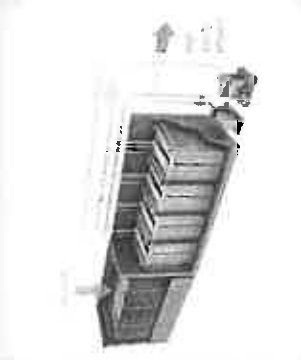


Project Scope

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**

3B

Date: January 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (01/13/16)

From: P. Joseph Grindstaff
General Manager

Submitted by: *CV* Christina Valencia
#649 Chief Financial Officer/ Assistant General Manager

JC Javier Chagoyen-Lazaro
#882 Manager of Finance and Accounting

Subject: Treasurer's Report of Financial Affairs

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended November 30, 2015, is an informational item for the Board of Director's review. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3).

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended November 30, 2015, is submitted in a format consistent with State requirements.

Total cash, investments, and restricted deposits of \$141,950,202 reflect an increase of \$1,021,486 compared to the total reported for October 2015. The increase was mainly due to the property tax receipts of \$3.4 million. As a result, the average days of cash on hand for the month ended November 30, 2015 increased from 175 days to 183 days. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency's cash flow. New connection fees collected and held by member agencies is excluded from the calculation.

The Agency's investment portfolio average rate of return in November 2015 was 0.654%, a slight increase of 0.009% compared to the average yield of 0.645% reported in October 2015.

The increase is attributed to the Local Agency Investment Fund (LAIF) yield rise from 0.357% in October to 0.374% in November.

The Financial Affairs report is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

PRIOR BOARD ACTION

The Board reviewed the Financial Affairs Report for the month of October, 2015 on December 16, 2015.

IMPACT ON BUDGET

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

Attachment: November 2015 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended November 30, 2015



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on June 17, 2015.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

	November	October
Cash, Bank Deposits, and Bank Investment Accounts	\$1,338,165	\$1,835,211
Investments		
CBB Repurchase (Sweep)	\$28,006,642	\$25,814,216
Local Agency Investment Fund (LAIF)	24,873,252	24,873,252
CallTrust	4,546,929	4,545,413
Certificates of Deposit	3,874,000	3,378,000
Municipal Bonds	0	1,000,069
Medium Term Notes	3,000,806	3,000,887
U.S. Treasury Notes	999,812	999,798
U.S. Government Sponsored Entities	18,999,684	16,999,714
Total Investments	\$84,301,126	\$80,611,349
Total Cash and Investments Available to the Agency	\$85,639,291	\$82,446,560
Restricted Deposits		
Debt Service Accounts	\$2,544,728	\$5,669,728
CCRA Deposits Held by Member Agencies	46,871,217	45,857,853
OPEB (CERBT) Account	6,894,966	6,954,575
Total Restricted Deposits	\$56,310,911	\$58,482,156
Total Cash, Investments, and Restricted Deposits	\$141,950,202	\$140,928,716

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

Cash, Bank Deposits, and Bank Investment Accounts

Citizens Business Bank Demand Account (Offset by CBB Sweep Balance)	\$996,213
Citizens Business Bank Workers' Compensation Account	79,937
Bank of America Payroll Account	56,449
Bank of America Payroll Taxes Account	55,521
Subtotal Demand Deposits	\$1,188,120
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	\$2,250
Bank of the West Money Market Account	\$51,785
US Bank Pre-Investment Money Market Account	\$96,010
Total Cash and Bank Accounts	\$1,338,165

Investments

CBB Repurchase (Sweep) Investments	
Federal Home Loan	\$28,006,642
Subtotal CBB Repurchase (Sweep)	\$28,006,642
Local Agency Investment Fund (LAIF)	
LAIF Non-Restricted Fund	\$18,950,427
LAIF Insurance Sinking Fund	5,922,825
Subtotal Local Agency Investment Fund	\$24,873,252
CalTrust	
Short Term	\$4,546,929
Subtotal CalTrust	\$4,546,929
Certificates of Deposit	
Brokered Certificates of Deposit	\$3,874,000
Subtotal Certificates of Deposit	\$3,874,000

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

Investments Continued

Medium Term Notes
JP Morgan Securities
John Deere Capital Corp
JP Morgan Chase & Co.
Subtotal Medium Term Notes

\$1,000,121
1,001,551
999,135

\$3,000,806

U.S. Treasury Notes
Treasury Note
Subtotal U.S. Treasury Notes

\$999,812

\$999,812

U.S. Government Sponsored Entities

Fannie Mae Bank
Freddie Mac Bank
Federal Farm Credit Bank
Federal Home Loan Bank
Subtotal U.S. Government Sponsored Entities

\$7,999,476
3,001,172
3,000,000
4,999,036

\$18,999,684

Total Investments

\$84,301,126

Restricted Deposits

Debt Service Reserves
08A Debt Service Accounts
08B Debt Service Accounts
10A Debt Service Accounts
Subtotal Debt Service Reserves

\$0
2,544,710
18

\$2,544,728

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

CCRA Deposits Held by Member Agencies

City of Chino	\$11,446,858
Cucamonga Valley Water District	8,717,754
City of Fontana	7,851,888
City of Montclair	2,642,850
City of Ontario	9,459,351
City of Chino Hills	3,239,991
City of Upland	3,512,525
Subtotal CCRA Deposits Held by Member Agencies	<u>\$46,871,217</u>

CalPERS

OPEB (CERBT) Account	<u>\$6,894,966</u>
Subtotal CalPERS Accounts	<u>\$6,894,966</u>

Total Restricted Deposits

	<u>\$56,310,911</u>
	<u>\$141,950,202</u>

Total Cash, Investments, and Restricted Deposits as of November 30, 2015

Total Cash, Investments, and Restricted Deposits as of 11/30/15	\$141,950,202
Less: Total Cash, Investments, and Restricted Deposits as of 10/31/15	<u>140,928,716</u>
Total Monthly Increase (Decrease)	<u>\$1,021,486</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	November Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank													
Demand Account*					\$996,213	\$996,213	N/A	N/A	\$996,213		0.30%	N/A	\$996,213
Workers' Compensation Account					79,937	\$79,937	N/A	N/A	\$79,937		N/A	N/A	\$79,937
Subtotal CBB					\$1,076,150	\$1,076,150			\$1,076,150				\$1,076,150
Bank of America													
Payroll Checking					\$56,449	\$56,449	N/A	N/A	\$56,449		N/A	N/A	\$56,449
Payroll Tax Checking					55,521	55,521	N/A	N/A	55,521		N/A	N/A	55,521
Subtotal B of A					\$111,970	\$111,970			\$111,970				\$111,970
Bank of the West													
Money Market Plus - Business Account					\$51,785	\$51,785	N/A	N/A	\$51,785		0.18%	N/A	\$51,785
Subtotal Bank of the West Money Market					\$51,785	\$51,785			\$51,785		0.18%		\$51,785
US Bank													
Federated Automated MMA					\$96,010	\$96,010	N/A	N/A	\$96,010		0.01%	N/A	\$96,010
Subtotal USB Money Market					\$96,010	\$96,010			\$96,010		0.01%		\$96,010
Petty Cash					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts					\$1,338,165	\$1,338,165			\$1,338,165				\$1,338,165
Bank Investment Accounts													
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
Federal Home Loan					\$28,006,642	\$28,006,642	N/A	N/A	\$28,006,642		0.30%	N/A	\$28,006,642
Subtotal CBB Repurchase Accounts					\$28,006,642	\$28,006,642			\$28,006,642		0.30%		\$28,006,642
LAIF Accounts													
Non-Restricted Funds					\$18,950,427	\$18,950,427	N/A	N/A	\$18,950,427		0.374%	N/A	\$18,950,427
LAIF Sinking Fund					5,922,825	5,922,825	N/A	N/A	5,922,825		0.374%	N/A	5,922,825
Subtotal LAIF Accounts					\$24,873,252	\$24,873,252			\$24,873,252		0.374%		\$24,873,252
CALTRUST Accounts													
Short-Term					\$4,546,929	\$4,546,929	N/A	N/A	\$4,546,929		0.54%	N/A	\$4,546,929
Subtotal CalTrust Accounts					\$4,546,929	\$4,546,929			\$4,546,929		0.54%		\$4,546,929

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	November Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Investments (continued)													
Brokered Certificates of Deposit													
Ally Bank	N/A				\$245,000	\$245,000	541		\$245,000	0.80%	0.80%	01/17/17	\$245,164
Capital One National Association	N/A				240,000	240,000	542		240,000	0.80%	0.80%	01/17/17	240,161
Compass Bank	N/A				245,000	245,000	542		245,000	0.85%	0.85%	01/17/17	245,164
Comenity Capital Bank	N/A				240,000	240,000	720		240,000	1.15%	1.15%	07/13/17	240,110
Discover Bank	N/A				240,000	240,000	722		240,000	1.15%	1.15%	07/17/17	240,048
Medallion Bank	N/A				240,000	240,000	722		240,000	1.20%	1.20%	07/17/17	240,048
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	248,134
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,129
Capital One Bank	N/A				240,000	240,000	901		240,000	1.35%	1.35%	01/16/18	240,125
Goldman Sachs Bank USA	N/A				240,000	240,000	901		240,000	1.40%	1.40%	01/16/18	240,674
BMW Bank of North America	N/A				240,000	240,000	900		240,000	1.40%	1.40%	01/17/18	240,667
American Express Bank	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	239,935
American Express Centurion	N/A				240,000	240,000	1081		240,000	1.70%	1.70%	07/16/18	239,935
HSBC Bank USA, NA Step	N/A				244,000	244,000	1808		244,000	1.25%	2.51%	07/29/20	243,922
JPM Chase NA Step	N/A				244,000	244,000	1810		244,000	1.25%	2.32%	07/31/20	244,312
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	240,324
					\$3,874,000	\$3,874,000		\$0	\$3,874,000		1.426%		\$3,876,852
Subtotal Brokered CDs													
US Treasury Note					\$1,000,000	\$999,463		15	\$999,812	0.62%	0.64%	12/15/16	\$998,870
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463		\$15	\$999,812		0.64%		\$998,870
Subtotal Treasuries													
U.S. Government Sponsored Entities													
(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)													
Federal Home Loan Bank	AA+	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$1,998,460
Freddie Mac Bond	AA+	AAA			2,000,000	2,001,500	722	(62)	2,001,172	0.85%	0.81%	06/16/17	2,000,180
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100		2,000,000	1.20%	1.20%	06/29/18	2,002,700
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,096		2,000,000	1.20%	1.20%	11/28/18	1,992,200
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,459		2,000,000	1.51%	1.63%	12/28/18	2,009,160
Fannie Mae Bond	AA+	AAA			4,000,000	3,999,400	1,456	12	3,999,476	1.50%	1.50%	05/24/19	4,007,360
Federal Farm	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.51%	1.52%	06/24/19	2,002,320
Freddie Mac Bond	AA+	AAA			1,000,000	1,000,000	1,440		1,000,000	1.00%	3.00%	07/29/19	1,000,540
Federal Home Loan Bank	AA+	AAA			1,000,000	999,000	1,440	21	999,036	1.41%	1.43%	10/08/19	988,340
Federal Farm Credit Bank	AA+	AAA			1,000,000	1,000,000	1,440		1,000,000	1.43%	1.42%	10/21/19	988,480
					\$19,000,000	\$18,999,900		(\$29)	\$18,999,684		1.333%		\$18,989,740
Subtotal U.S. Gov't Sponsored Entities													

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	November Amortization	November Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Medium Term Notes													
JP Morgan Securities	A	A2	A3		\$1,000,000	\$1,001,500	1,094	(41)	\$1,000,121	1.12%	1.07%	02/26/16	\$1,000,830
John Deere Capital Corp	A	A2		(68)	1,000,000	1,004,000	1,754	(68)	1,001,551	1.20%	1.11%	10/10/17	996,160
JP Morgan Chase & Co	A	A3		29	1,000,000	999,000	1,022	29	999,135	1.63%	1.66%	05/15/18	997,090
Subtotal Medium Term Notes					\$3,000,000	\$3,004,500		(\$81)	\$3,000,806		1.28%		\$2,994,080
Total Investments					\$84,300,823	\$84,304,686			\$84,301,126				\$84,286,365
Source of Investment Market Value: US Bank													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08A Debt Service Accounts					\$0	\$0	N/A	N/A	\$0		0.00%		\$0
08B Debt Service Accounts					2,544,710	2,544,710	N/A	N/A	2,544,710		0.00%		\$2,544,710
10A Debt Service Accounts					18	18	N/A	N/A	18		0.00%		\$18
Total Debt Service Accounts					\$2,544,728	\$2,544,728			\$2,544,728				\$2,544,728
CCRA Deposits Held by Member Agencies													
City of Chino					\$11,446,858	\$11,446,858	N/A	N/A	\$11,446,858		N/A	N/A	\$11,446,858
Cucamonga Valley Water District					8,717,754	8,717,754	N/A	N/A	8,717,754		N/A	N/A	8,717,754
City of Fontana					7,851,888	7,851,888	N/A	N/A	7,851,888		N/A	N/A	7,851,888
City of Montclair					2,642,850	2,642,850	N/A	N/A	2,642,850		N/A	N/A	2,642,850
City of Ontario					9,459,351	9,459,351	N/A	N/A	9,459,351		N/A	N/A	9,459,351
City of Chino Hills					3,239,991	3,239,991	N/A	N/A	3,239,991		N/A	N/A	3,239,991
City of Upland					3,512,525	3,512,525	N/A	N/A	3,512,525		N/A	N/A	3,512,525
Subtotal CCRA Deposits Held by Member Agencies					\$46,871,217	\$46,871,217			\$46,871,217				\$46,871,217
(Totals as reported through October 30, 2015)													
CalPERS Deposits													
OPEB (CERT) Account					\$7,000,000	\$7,000,000	N/A	N/A	\$6,894,966		N/A	N/A	\$6,894,966
Subtotal CalPERS Deposits					\$7,000,000	\$7,000,000			\$6,894,966				\$6,894,966
Escrow Deposits													
Genesis Escrow					\$0	\$0	N/A	N/A	\$0		N/A	N/A	\$0
Subtotal Escrow Deposits					\$0	\$0			\$0				\$0
Total Restricted Deposits					\$56,415,945	\$56,415,945			\$56,310,911				\$56,310,911
Total Cash, Investments, and Restricted Deposits as of November 30, 2015					\$142,054,933	\$142,058,796			\$141,950,202				\$141,935,441

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

November Purchases					
No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
1	11/06/15	Purchased	Sallie Mae Bank	\$ 248,000	1.150%
2	11/13/15	Purchased	Key Bank National Association	\$ 248,000	1.100%
				\$ -	
Total Purchases				\$ 496,000	

November Investment Maturities, Calls & Sales					
No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
1	11/01/15	Matured	California State General Obligation Bond	\$ 1,000,000	1.350%
Total Maturities, Calls & Sales				\$ 1,000,000	

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
November 30, 2015

<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$28,006,642	0.300%
Local Agency Investment Fund	24,873,252	0.374%
CalTrust	4,546,929	0.540%
Medium Term Notes	3,000,806	1.283%
Municipal Bonds	0	0.000%
US Treasury Notes	999,812	0.640%
U.S. Government Sponsored Entities	18,999,684	1.333%
	\$80,427,126	0.621%
Bank Deposit and Investment Accounts		
Citizens Business Bank - Demand Account	\$996,213	0.300%
Various Banks - Brokered Certificates of Deposit	3,874,000	1.426%
Bank of the West Money Market Account	51,785	0.180%
	\$4,921,998	1.185%

Total Investment Portfolio
Investment Portfolio Rate of Return

\$85,349,124

0.654%

<u>Restricted/Transitory/Other Demand Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
US Bank - 2008B Debt Service Accounts	\$2,544,710	0.000%
US Bank - 2010A Debt Service Accounts	18	0.000%
CCRA Deposits Held by Member Agencies	46,871,217	N/A
Citizens Business Bank - Workers' Compensation Account	79,937	N/A
US Bank - Pre-Investment Money Market Account	96,010	0.010%
CalPERS OPEB (CERBT) Account	6,894,966	N/A
Other Accounts*	114,220	N/A
	\$56,601,078	0.000%
Total Other Accounts Average Yield of Other Accounts		
	\$141,950,202	

Total Agency Directed Deposits

* Note: Bank of America Payroll Deposits used as compensating balances for bank services.

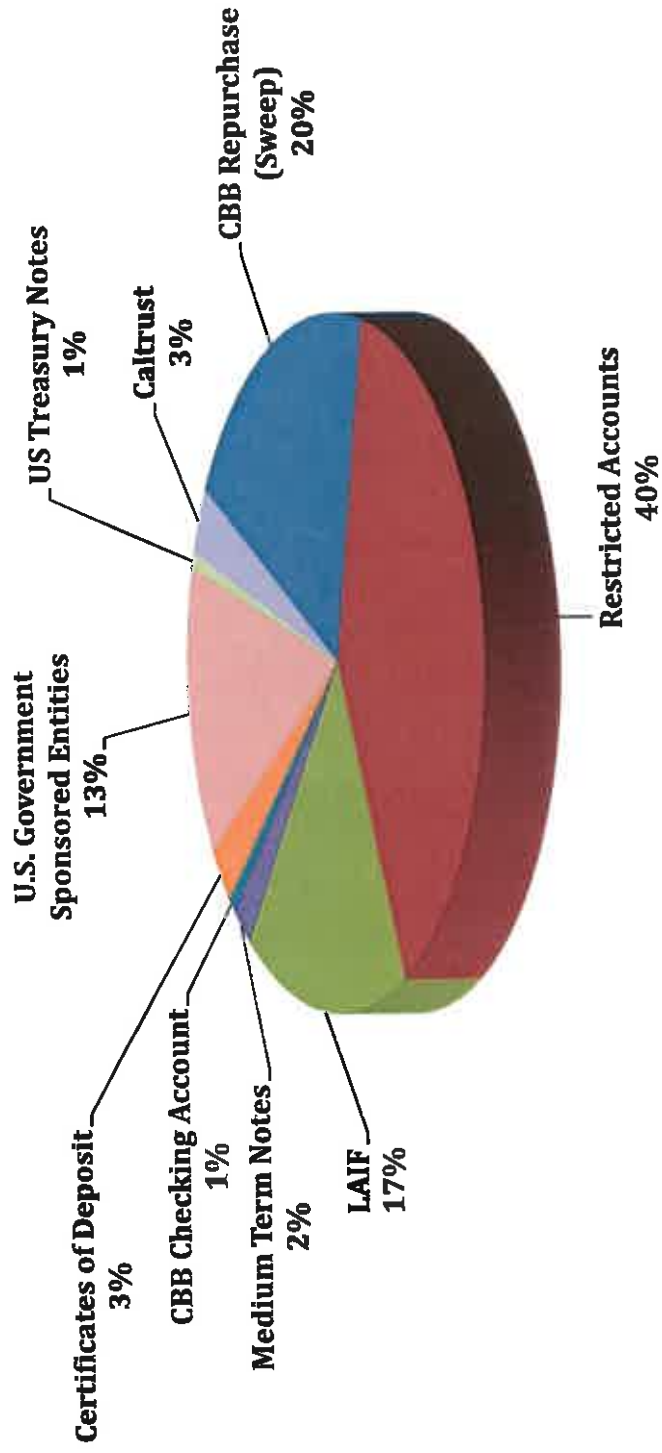
Inland Empire Utilities Agency

Treasurer's Report of Financial Affairs

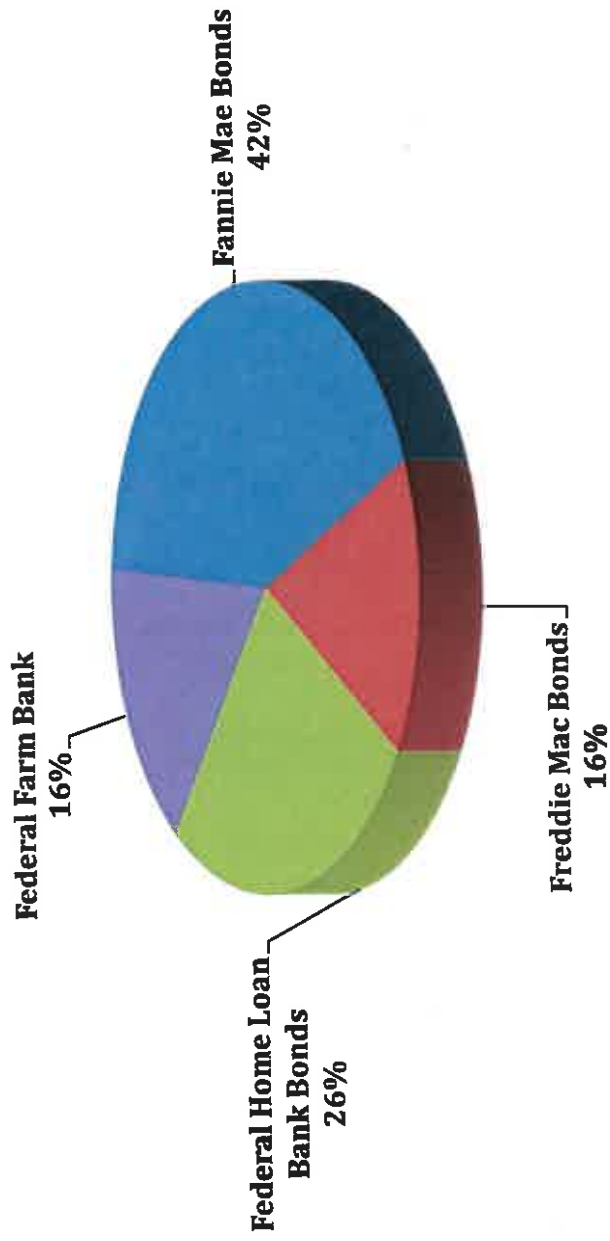
For the Month Ended November 30, 2015

Combined Agency Portfolio (net of escrow deposits)

\$141,950,202



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended November 30, 2015
U.S. Government Sponsored Entities Portfolio
\$18,999,684



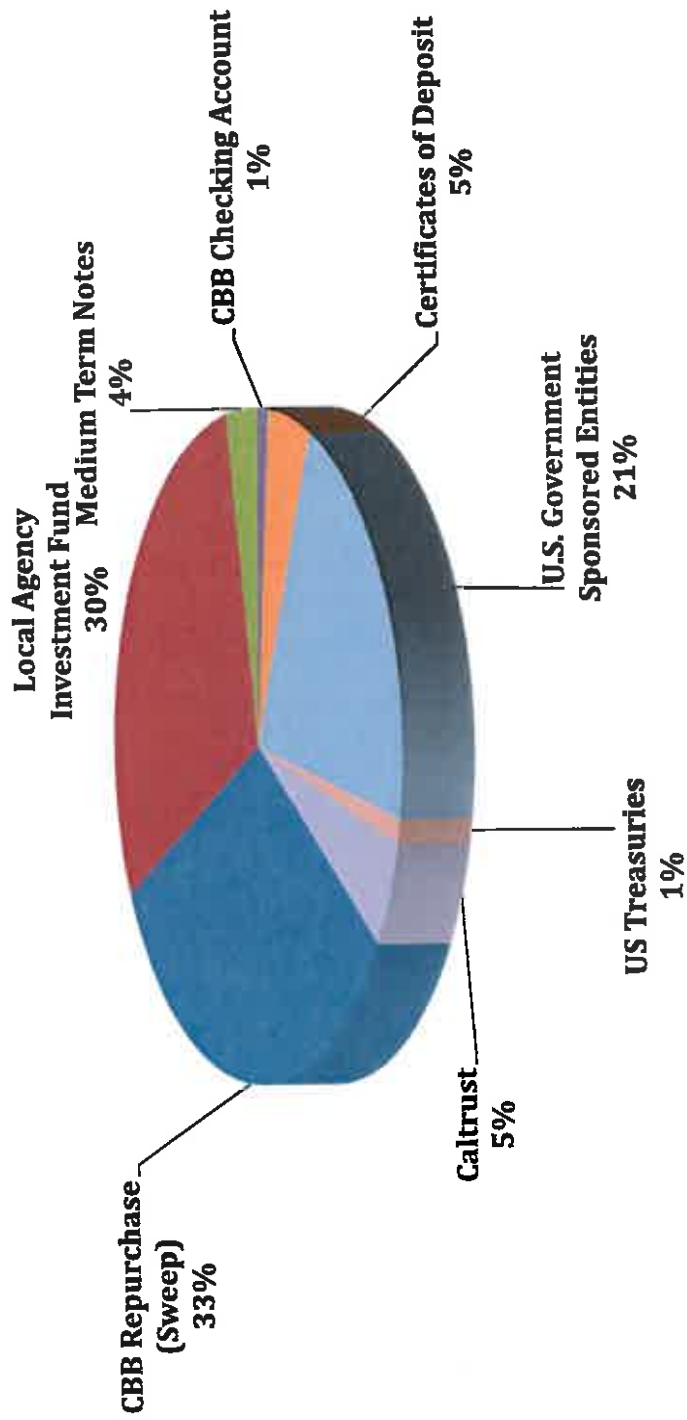
Inland Empire Utilities Agency

Treasurer's Report of Financial Affairs

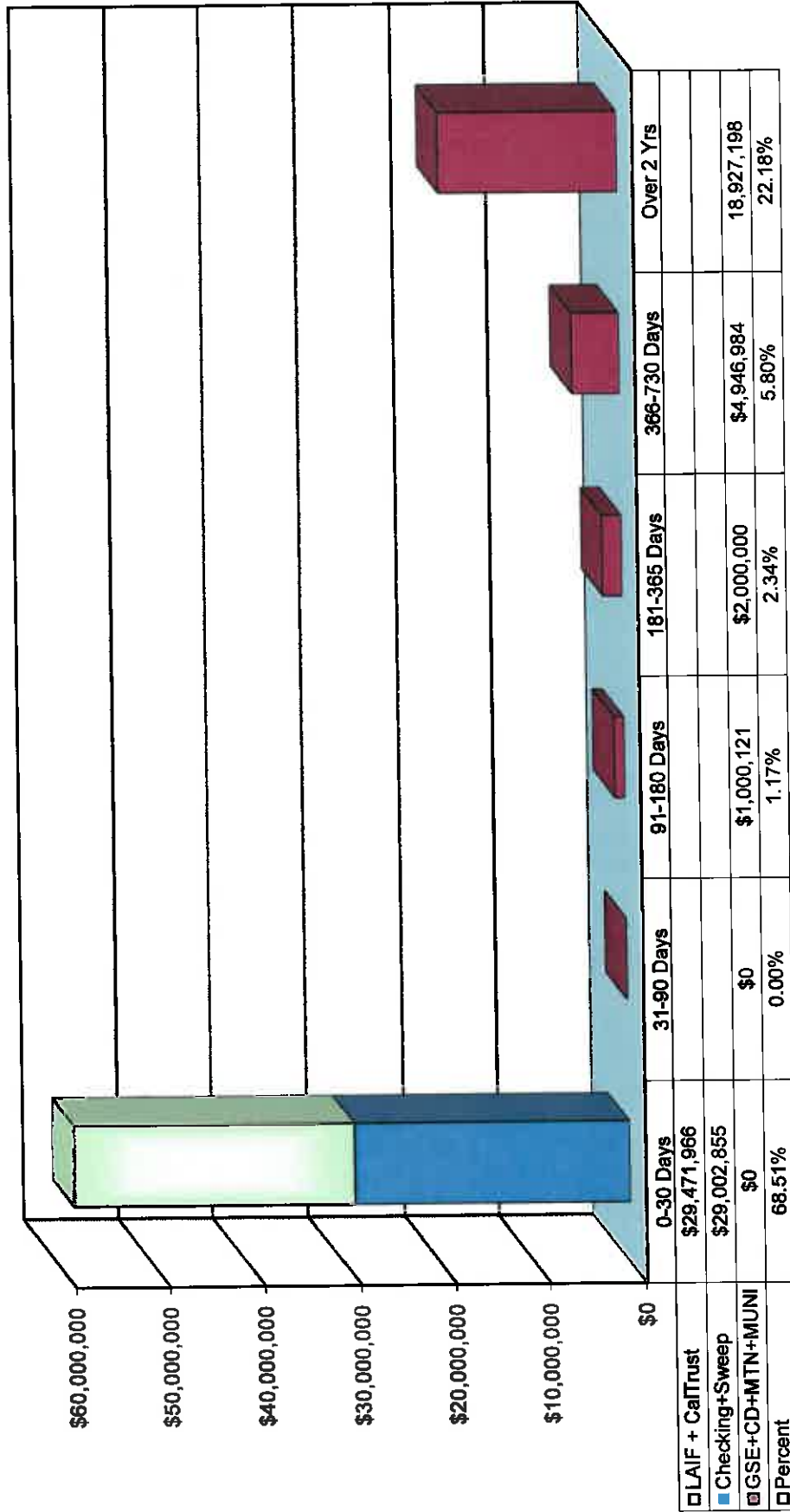
For the Month Ended November 30, 2015

Unrestricted Agency Investment Portfolio

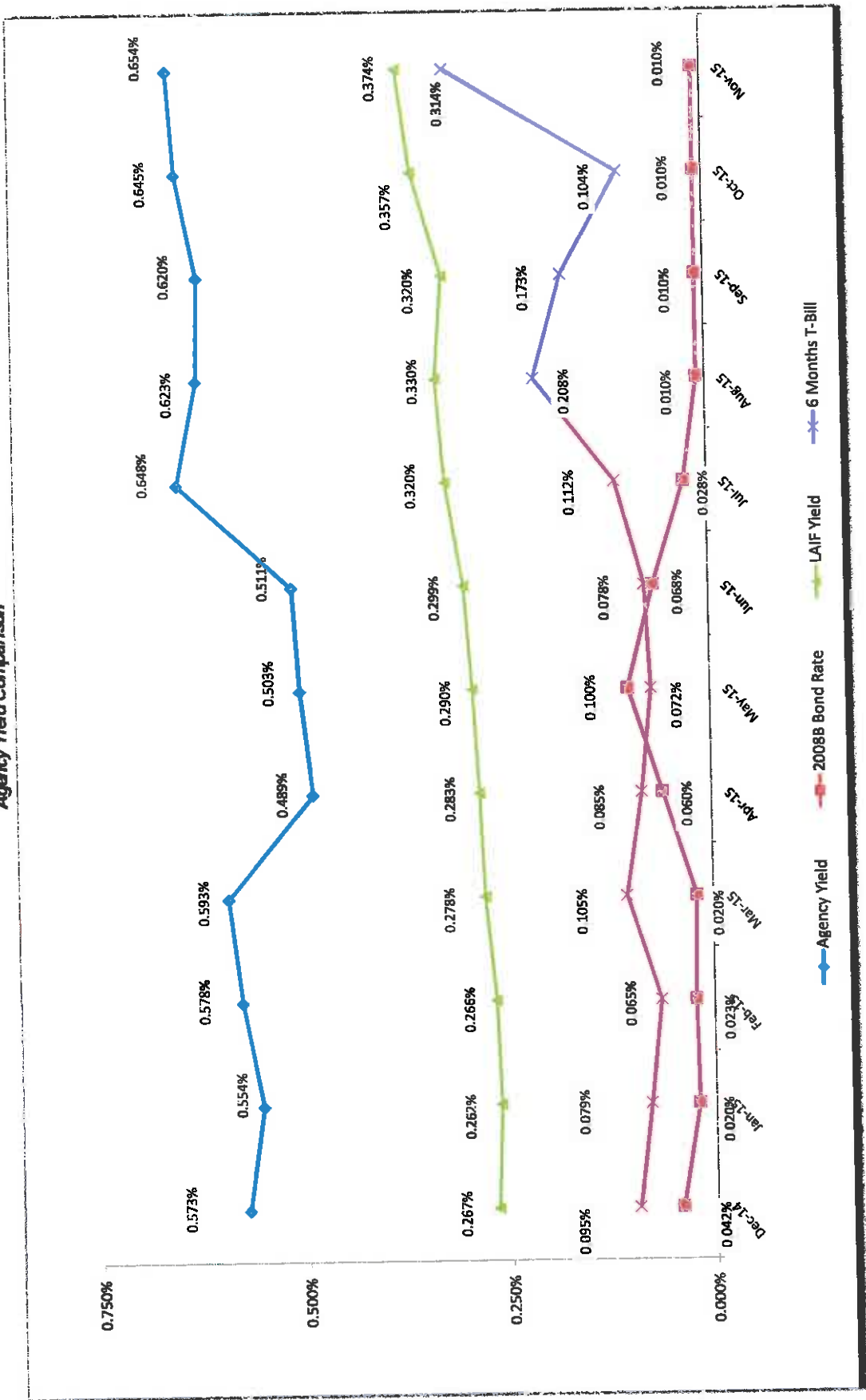
\$85,349,124



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended November 30, 2015
Directed Investment Portfolio Maturity Distribution
\$85,349,124



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
 Demand Deposit Accounts
 Agency Yield Comparison





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Treasurer's Report of Financial Affairs for November 30, 2015

January 2016

Board Meeting

Report of Financial Affairs



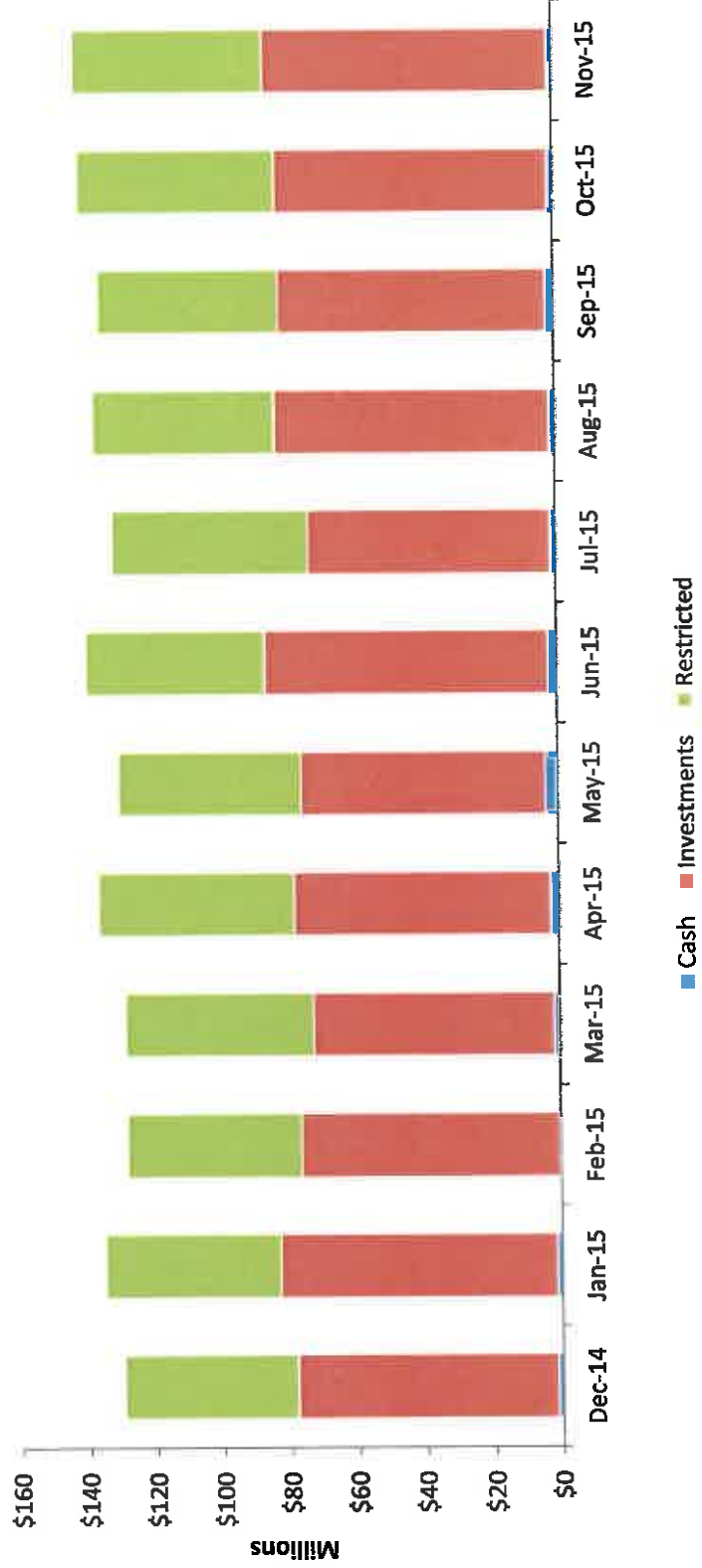
Liquidity

Description	November 2015	October 2015	Increase (Decrease)
Total Cash, Investments, and Restricted Deposits	\$141.9M	\$140.9M	\$1.0M
Total Investment Portfolio	\$85.3M	\$82.0M	\$3.3M
Investment Portfolio Yield	0.654%	0.645%	0.009%
Average Days Cash on Hand	183 Days	175 Days	8 Days

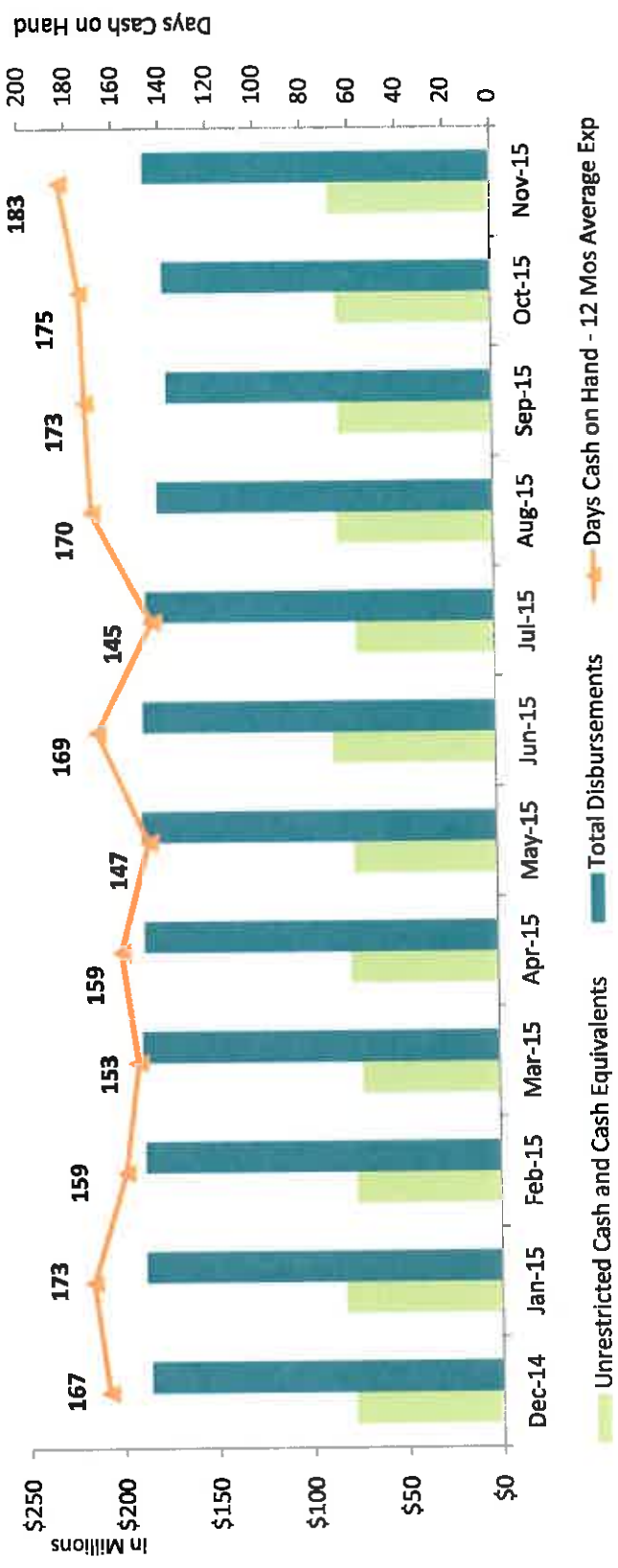
Portfolio

Term	Description	Allowable Threshold	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF	\$50M	\$24.8	0.37%	29%
	CalTrust	\$20M	\$4.5	0.54%	5%
	Citizens Business –Sweep	40%	\$28.0	0.30%	33%
	Bank of the West – MMA	20%	\$0.1	0.18%	0%
	Medium Term Notes	10%	\$1.0	1.07%	1%
	US Government Securities	n/a	\$2.0	0.38%	2%
	CBB Checking	40%	\$1.0	0.30%	1%
1 to 3 Years:	Brokered CDs	30%	\$3.1	1.21%	4%
	Medium Term Notes	10%	\$2.0	1.39%	2%
	US Treasury Note	n/a	\$1.0	0.64%	1%
	US Government Securities	n/a	\$6.0	1.07%	6%
Over 3 Years:	Brokered CDs	30%	\$0.7	2.36%	1%
	US Government Securities	n/a	\$11.0	1.65%	14%

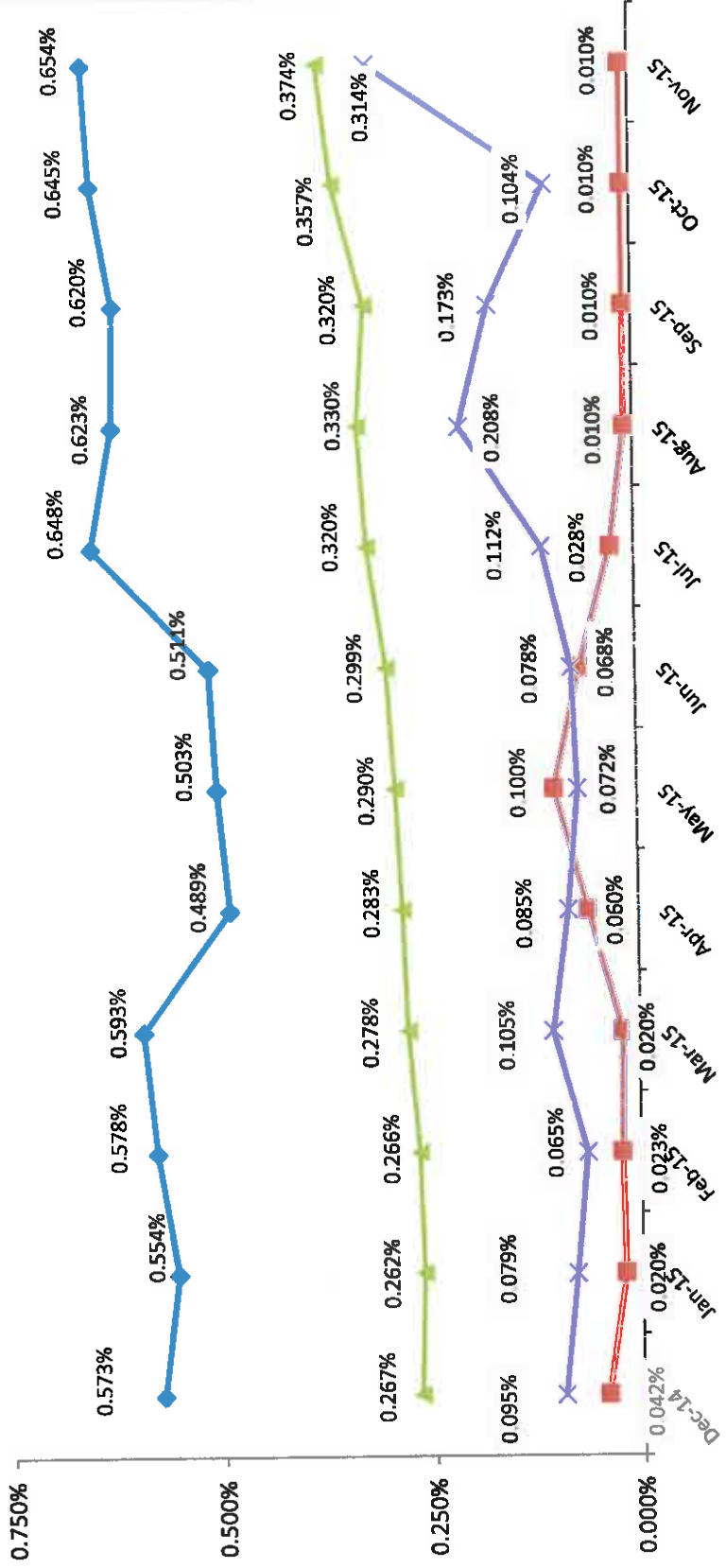
Cash, Investments and Restricted Deposits



Day Cash On Hand 12 Months Rolling Average



Month End Portfolio Yield Comparison





Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

QUESTIONS?

The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility