



AGENDA

COMMISSION MEETING OF THE CHINO BASIN REGIONAL FINANCING AUTHORITY AND WORKSHOP MEETING OF THE BOARD OF DIRECTORS

**WEDNESDAY, FEBRUARY 17, 2016
10:00 A.M.**

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

CALL TO ORDER OF THE CHINO BASIN REGIONAL FINANCING AUTHORITY

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Commission 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.

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 can be the attention of the local agency subsequent to the agenda being posted.

1. ACTION ITEMS

A. ADOPTION OF RESOLUTION NO. 2016-1, RECYCLED WATER SERVICE EXPANSION PROGRAM AS CEQA-RESPONSIBLE PARTY

It is recommended that the Board of Commissioners:

1. Adopt Resolution No. 2016-1, approving and adopting the Initial Study, Mitigated Negative Declaration, and Addendum to these

documents and the Mitigation Monitoring and Reporting Program as a CEQA-Responsible Agency; and

2. Authorize IEUA's General Manager, or his designee, to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

2. ADJOURN

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

FLAG SALUTE

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

"KICK THE HABIT" PRESENTATION -Tripepi Smith

1. CONSENT CALENDAR

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

A. MINUTES

The Board will be asked to approve the minutes from the January 20, 2016, Board meeting.

B. REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Board approve the total disbursements for the month of December 2015, in the amount of \$19,602,753.89.

C. RESOLUTION NO. 2016-2-1, PARTICIPATION IN THE CALIFORNIA ASSET MANAGEMENT PROGRAM

It is recommended that the Board adopt Resolution No. 2016-2-1, authorizing participation in the California Asset Management Program.

D. RESOLUTION NO. 2016-2-2, AUTHORIZING AGENCY ORGANIZATION MEMBERSHIPS AND AFFILIATIONS

It is recommended that the Board:

1. Approve the Agency-wide memberships and affiliations for FY 2016/17, in the amount of \$238,250 (includes 5% contingency); and
2. Adopt Resolution No. 2016-2-2, authorizing Agency organizational memberships and affiliations.

E. ADOPTION OF RESOLUTION NO. 2016-2-5 FOR THE INTERIM APPOINTMENT OF A RETIRED ANNUITANT

It is recommended that the Board adopt Resolution No. 2016-2-5 for exception to the 180-day wait period Government Code Sections 7522.56 & 21221(h) and for the interim appointment of Ernest Yeboah, as a retired annuitant, to the position of Executive Manager of Operations/Assistant General Manager.

F. CONTRACT AWARD FOR THE CARBON CANYON WASTEWATER REGIONAL FACILITY (CCWRF) LAWN CONVERSION IMPROVEMENT

It is recommended that the Board:

1. Approve the landscape services contract to EcoTech Services, Inc. for the CCWRF Lawn Conversion Improvements Project, for a not-to-exceed amount of \$124,000;
2. Approve a budget amendment to increase the Regional Wastewater Operations and Maintenance (RO) Fund revenue and expense in the amount of \$200,000; and
3. Authorize the General Manager to execute the contract.

G. CONTRACT AWARD FOR ON-SITE FLEET VEHICLE MAINTENANCE SERVICES

It is recommended that the Board:

1. Approve Contract No. 4600002004 to Managed Mobile, Inc. of Placentia, California establishing a two-year contract for on-site vehicle maintenance services, with an option for two, one-year extensions, for a not-to-exceed amount of \$150,000 for the initial two-year term; and
2. Authorize the General Manager, or the designee, to execute the contract with two one-year potential contract extensions.

H. PROJECT MANAGEMENT, ENGINEERING, AND CONSTRUCTION STAFF AUGMENTATION SUPPORT SERVICES CONTRACT AWARD

It is recommended that the Board:

1. Award three-year contracts to Carollo Engineers, Inc., GK & Associates, MWH, and Wallace & Associates Consulting, Inc. for on-call “as needed” project management, engineering, and construction staff augmentation support services for a not-to-exceed total amount of \$1,500,000 for each contract; and
2. Authorize the General Manager to execute the contracts.

I. ADOPTION OF RESOLUTION NO. 2016-2-3, FOR THE USBR WATERSMART: 2016 WATER AND ENERGY EFFICIENCY PROGRAM GRANT APPLICATION

It is recommended that the Board:

1. Adopt Resolution No. 2016-2-3, authorizing the Agency to enter into a financial assistance agreement with the U.S. Department of Interior – Bureau of Reclamation (USBR) for a grant application submitted on January 20, 2016, for the recycled water laterals for the California Steel Industries and the Auto Club Speedway to Increase Local Water Supply and Energy Efficiency Project (Project);
2. Authorize the General Manager, Assistant General Managers, or his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

J. ADOPTION OF ADDENDUM NO. 2 TO THE FACILITIES MASTER PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT

It is recommended that the Board:

1. Adopt the Addendum No. 2 to the Facilities Master Plan Program Environmental Impact Report; and
2. Authorize the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

K. 1630 EAST AND WEST RECYCLED WATER PUMP STATION SURGE PROTECTION CONSTRUCTION CONTRACT AWARD

It is recommended that the Board:

1. Approve the construction contract for the 1630 East and West Recycled Water Pump Station Surge Protection, Project No. EN15055, to J.R. Filanc Construction Company for \$729,000; and
2. Authorize the General Manager to execute the contract.

L. RP-4 AERATION BASIN MEMBRANE DIFFUSER SERVICE

It is recommended that the Board:

1. Authorize the single source procurement of new aeration basin membrane diffusers that the membrane diffuser reskinning services for Regional Water Recycling Plant No. 4 (RP-4) from OVIVO USA, LLC for a not-to-exceed amount of \$1,032,000; and
2. Authorize the General Manager, or his designee, to execute the purchase.

2. ACTION ITEMS

A. WATER PURCHASE AND STORAGE AGREEMENT

It is recommended that the Board:

1. Approve the Water Storage Agreement between Inland Empire Utilities Agency (IEUA) and Cucamonga Valley Water District (CVWD) for the purchase of up to 5,000 acre-feet of supplemental water;
2. Approve the use of \$2,700,000 of "one-time" incremental property taxes to fund the purchase of supplemental water; and
3. Authorize the General Manager, subject to non-substantial changes, to execute the Agreement.

B. ENERGY MANAGEMENT PLAN

It is recommended that the Board concur with the proposed initiatives and findings as outlined in the Energy Management Plan.

C. AGENCY-WIDE LIGHTING IMPROVEMENTS CONSTRUCTION CONTRACT AWARD

It is recommended that the Board:

1. Approve the construction contract for the Agency-Wide Lighting Improvements Project No. EN16013, to Facilities Solutions Group for a not-to-exceed amount of \$1,400,320; and
2. Authorize the General Manager to finalize and execute the contract.

3. INFORMATION ITEMS

A. REGIONAL CONTRACT AMENDMENT AND RENEWAL UPDATE

B. MID-YEAR BUILDING ACTIVITY REPORT (POWERPOINT)

C. CHINO BASIN BOUNDARY UPDATE FOR THE 2014 SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) (POWERPOINT)

D. MWD UPDATE AND DROUGHT UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

- E. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)**
- F. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
- G. **LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
- H. **LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)**
- I. **LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)**
- J. **CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)**
- K. **FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)**
- L. **ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**
- M. **UNFUNDED LIABILITIES FOR PENSION AND OTHER POST-EMPLOYMENT BENEFITS UPDATE (POWERPOINT)**
- N. **WATER CONSERVATION PROGRAM UPDATE (POWERPOINT)**
- O. **CONSERVATION & DATA INITIATIVES (POWERPOINT)**
- P. **LABORATORY SEMI-ANNUAL UPDATE (POWERPOINT)**

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

4. AGENCY REPRESENTATIVES' REPORTS

- A. **SAWPA REPORT (WRITTEN)**
- B. **MWD REPORT (WRITTEN)**
- C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**
(February meeting cancelled. Next meeting scheduled for March 3, 2016.)
- D. **CHINO BASIN WATERMASTER REPORT (WRITTEN)**

5. GENERAL MANAGER'S REPORT (WRITTEN)

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

7. DIRECTORS' COMMENTS

A. CONFERENCE REPORTS

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

8. CLOSED SESSION

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

1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
2. Martin vs. IEUA, Case No. CIVRS 1000767
3. Mwembu vs. IEUA, Case No. CIVDS 1415762

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

1. Supplemental Water Transfer/Purchase
Negotiating Party: General Manager P. Joseph Grindstaff
Under Negotiation: Price and Terms of Purchase

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

1. One (1) Case

D. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS

1. Various Positions – Compensation Study
2. Various Positions.

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

1. General Manager

9. 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: SR

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, February 11, 2016.

for Stephanie Riley
April Woodruff


**CONSENT
CALENDAR
ITEM**


1F


Date: February 17, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (02/10/16)

From:  P. Joseph Grindstaff
General Manager

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

 Warren T. Green
Manager of Contracts and Facilities Services

Subject: Contract Award for the Carbon Canyon Wastewater Regional Facility (CCWRF) Lawn Conversion Improvement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the landscape services contract to EcoTech Services, Inc. for the CCWRF Lawn Conversion Improvements Project, for a not-to-exceed amount of \$124,000;
2. Approve a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) Fund revenue and expense in the amount of \$200,000; and
3. Authorize the General Manager to execute the contact.

BACKGROUND

As part of the regional water use efficiency planning and programming, The Commercial, Industrial, and Institutional (CII) Turf Removal Rebate Program promotes the removal of high water-consuming turf and encourages participants to install climate appropriate plants and convert overhead sprinklers to more efficient technologies, such as micro-spray or drip system irrigation. Over 65 percent of the region's water is used to irrigate landscape, with outdoor water use representing a major source of waste.

Metropolitan Water District of Southern California (MWD) provides water-use efficiency rebates with a base rate. The Agency, in partnership with its member agencies, augments those rebates to increase the base rate and attract greater participation.

In response to the Governor's Drought Declaration and a call for an immediate reduction in water use, on July 1, 2014, the Agency's internal response for its facilities was to reduce recycled water irrigation use by 60 percent for internal facility turf grass, and reduced recycled water irrigation by 20 percent for external facility turf grass. Following the immediate action to reduce recycled water consumption, a landscape plan to remove all internal facility turf, utilizing the MWD water-use efficiency institutional rebate of \$2 per square foot (sq. ft.), was initiated.

From December 2015 through January 2016, the Agency's Facilities Services staff prepared the landscape design and scope of work internally for the CCWRF Lawn Conversion Improvements Project. The Agency is currently awaiting MWD approval of the Agency's application for removal of 117,712 sq. ft. of total turf and a rebate of \$2 per sq. ft. for a total eligible rebate of \$235,424.

This is the Agency's fourth turf removal project with MWD. Consistent with the process, the Agency completed a request for a reservation once the reservation is approved the project can start. Once the project is completed the Agency can then submit their application for funding, MWD can deny the application if they feel the work wasn't completed to the expectations for the rebate. Fortunately, the Agency has not received a denial for the two applications submitted.

The proposed landscape improvement services contract will convert approximately 125,574 sq. ft. (2.88 acres) of existing turf areas throughout the CCWR facility to alternate uses comprised of:

- Graveled areas - including three locales of low-water-use shrubs;
- Mulched areas - including sparsely-spaced low-water-use small trees, shrubs, succulents, cactus; and
- Decomposed granite areas - including sparsely-spaced low-water-use small trees, shrubs, succulents, and cactus.

A competitive request for proposal (RFP) for this professional landscape services contract was issued to prospective landscape contractors through Planet Bids electronic solicitation system and direct e-mail. Of the ten potential contractors that attended the mandatory job-walk, six submitted proposals to the RFP;

COMPANY	PROPOSAL AMOUNT
EcoTech Services, Inc.	\$124,000
Aramexx Construction	\$149,862
Stay Clean, Inc.	\$172,663
ConServe LandCare	\$174,500
Clean Cut Landscape	\$186,386
Landscape Support Services	\$193,250

A technical review committee reviewed and evaluated each of the proposals. The committee concurred that the EcoTech Services, Inc., the low bidder, had the most responsive proposal which will provide the best value to the Agency, as reflected through their understanding of the scope of work, project team's qualifications and experiences, and ability to meet the project schedule. The CCWRF Lawn Conversion Improvements Services contract, to EcoTech Services, Inc., will be a not-to-exceed amount of \$124,000. The total project costs including staff labor and outside consultant for turf disposal is estimated to be \$200,000, well below the eligible rebate of \$235,424.

The overall project schedule is as follows:

PROJECT PHASE	DATE
Conversion Contract Award	February 2016
Conversion Completion	April 2016
Rebate Funding Request	April 2016

CCWRF Lawn Conversion Improvements project, is consistent with the Agency's Business Goal of environmental stewardship and good neighbor policy to enhance regional water supplies through education and promotion of water use efficiency measures.

PRIOR BOARD ACTION

On April 15, 2015, the Board of Directors approved Contract No. 4600001867 for the RP-5 Lawn Conversion Improvements to Brickman Group, Inc. for a not-to-exceed amount of \$339,755.

On December 16, 2005, the Board of Directors approve the landscape services Contract No. 460002017 for the RP-1 Lawn Conversion Improvements, Project No. CP16007, to Conserve LandCare, Inc. for a not-to-exceed amount of \$319,200 and a budget amendment to increase the Regional Wastewater Operations & Maintenance (RO) fund revenue and expense in the amount of \$400,000.

IMPACT ON BUDGET

The total project costs will be submitted to MWD for reimbursement through the Turf Removal Rebate Program. The MWD rebate is expected to fully cover the total project costs with no impact to the Fiscal Year 2015/16 RO fund.

Carbon Canyon Wastewater Recycling Facility Lawn Conversion Improvements January 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Warren T. Green,
Manager of Contracts & Facilities Services (CAP)

Lucia Diaz,
Senior Site Administrator

Lawn Conversion Improvements Scope

- Remove 117,712 Sq. Ft. (2.702 acres) of existing turf at CCWRF
 - Gravel groundcover
 - Mulch with low water use plants
 - Decomposed granite with low water use plants



CCWRF Landscape MWD Rebate

- Metropolitan Water District (MWD) pending awarded IEUA a \$2/Sq. Ft. Institutional turf removal rebate for:
 - 117,712 Sq. Ft.
 - \$235,424 total eligible rebate
 - \$200,000 total estimated project costs (includes \$190,000 landscape contractor services, turf disposal and staff labor costs)



Proposals Received

- Ten contractors participated in the mandatory job walk,
- Six submitted proposals,
- All proposals were responsive to the RFP

Company	Proposal Amount
EcoTech Services, Inc.	\$124,000
Aramexx Construction	\$149,862
Stay Clean, Inc.	\$172,663
ConServe LandCare	\$174,500
Clean Cut Landscape	\$186,386
Landscape Support Services	\$193,250

Recommendation

- Approve the landscape services contract with EcoTech Services, Inc of a not-to-exceed amount of \$124,000; and
- Approve Fiscal Year 2015/16 amended budget in the RO Fund for revenue and expenses in the amount of \$200,000.

Consistent with the Agency's Business Goal of environmental stewardship and good neighbor policy to enhance regional water supplies through education and promotion of water use efficiency measures



Questions?



CONTRACT NUMBER: 4600002060
FOR
CARBON CANYON WASTEWATER RECYCLING FACILITY
LAWN CONVERSION IMPROVEMENT PROJECT
FOR
INLAND EMPIRE UTILITIES AGENCY

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 EcoTech Services, Inc., of Monrovia, California (hereinafter referred to as "Contractor"), for the Carbon Canyon Wastewater Recycling Facility Lawn Conversion Improvements Project. This project will convert approximately two and a half (2.5) acres of turf-based landscape to a refined water-efficient landscape.

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: Eric Lesser
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1526
Facsimile: (909) 993-1987
Cell: (909) 342-3826
Email: elesser@ieua.org

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

Contractor: Marcos Quezada
Address: 2143 South Myrtle Avenue
Monrovia, California 91016
Telephone: (626) 335-1500
Facsimile: (626) 628-3312
Cell: (626) 833-1123
Email: mquezada@ecotechservices.net

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 Number 4600002060.
 - B. Contract Number 4600002060, General Terms and Conditions.
 - C. Agency's RFP-HD-16-001, dated January 18, 2016, (Attachment A).
 - D. Contractor's proposal, dated February 1, 2016, (Attachment B).

4. **SCOPE OF WORK AND SERVICES:** Contractor's services and responsibilities shall include, but shall not be limited to:
 - A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to effectively convert the Carbon Canyon Wastewater Recycling Facility (CCWRF) Turf-based landscape into a water-efficient California native and Mediterranean motif, in accordance with The Scope of Work RFP-HD-16-001 (Attachment A), and the Contractor's proposal (Attachment B), both of which are incorporated herein and made a part hereof with these references.
 - B. Contractor shall prepare a Schedule of Work and Services for review and approval by the Project Manager. The mutually agreed Schedule of Work and Services shall be the basis of coordination between the Contractor and the Agency.
 - C. More specifically, the work for this contract shall include the removal of turf as specifically noted in specification Section III. – Existing Lawn Removal and Lowering of Finished Grade. The turf will be replaced with hardscape, mulch, and low-water-use plants. Additionally, other turf areas will be over-laid with decomposed granite (DG). The DG areas will be sparsely planted with drought-tolerant species supported with drip irrigation systems delivering recycled water. Contractor will be required to work carefully, efficiently, and finish the project on a firm deadline.
 - D. Through the duration of this contract, the Agency and Contractor may identify additional tasks, which on a "time and material" basis, shall be reduced to writing, signed by both parties, and amended to this contract.

5. **TERM:** The term of this Contract shall extend from the date of the Notice-to-Proceed until June 30, 2016, unless agreed to otherwise by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION:** Agency shall pay Contractor's properly executed monthly invoices, which have been approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service that does not meet the Agency requirements or has proven to be unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

- A. The Contract Number – 4600002060, and;
- B. The Contract Release Purchase Order Number – 4500024163

Contractor shall provide, with their monthly invoices, certified payroll documentation to verify that Contractor has paid prevailing wage in accordance with the California Department of Industrial Relations requirements.

As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

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

All invoices shall be formulated consistent with the fees/rates proposed within the Contractor's site-specific and task-specific proposals. Each proposal shall be formatted consistent with the requirement that material purchased by the Contractor, any Sales Tax paid, and any labor provided; shall each be shown on a separate line.

Contractor's invoices shall be submitted, if by mail, as follows:

Inland Empire Utilities Agency
Attn: Accounts Payable
Re: Contract Number: 4600002060
P.O. Box 9020
Chino Hills, CA 91709

Contractor's invoices shall be submitted, if by e-mail, as follows:

- To: APGroup@ieua.org
1. Scan the invoice as a PDF file.
 2. Attach the scanned file to an email.
 3. IEUA staff will acknowledge receipt of the invoice.

Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified on Page 1 of this Contract.

As compensation for the satisfactory performance of the work represented by this Contract, Agency shall pay Contractor's invoices up to a NOT-TO-EXCEED total authorized amount of **\$124,000** for all services provided throughout the term of this Contract. The Contractor shall not be paid for any amount exceeding the NOT-TO-EXCEED amount, or for work completed beyond the expiration date without an Amendment to the Contract.

Agency may, at any time, make changes to the Scope of 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 Total Authorized Amount and Term shall be equitably adjusted, if required, to account for such changes, and shall be set forth in the written Amendment, agreed to and signed by both parties, prior to becoming effective.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the 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 Schedule.

8. FITNESS FOR DUTY:

A. Fitness: Contractor on the Jobsite:

1. Shall report for work in a manner fit to do their job; and
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense, which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

9. INSURANCE: During the term of this Contract, the Contractor shall maintain at its sole expense, the following insurance.

A. Minimum Scope of Insurance:

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

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

Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, California 91709

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of existing and future state and federal laws and county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of 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 such existing, at the time services are rendered, 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, in effect at the time the services are performed, whether by the Contractor or its employees.

- D. 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.
- 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. 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 Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for mediation 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.
12. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless for all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness, or willful misconduct of the Contractor, its directors, employees, agents and assigns in the performance of the work under this contract.
13. OWNERSHIP OF MATERIALS: Any work materials (drawings, specifications, exhibits, site surveys, and other documents) related to this scope of work shall remain the property of the Agency. The Agency acknowledges that the Contractor's reports, plans, specifications, field data and notes, calculations, estimates, and other similar work materials are instruments of professional services, and are not "products." The Agency understands that Contractor may retain a copy of all work materials for the purpose of documenting the Contractor's participation in this project. The Agency recognizes that there shall be no unauthorized re-use of any project documents unless authorization of such re-use is reduced to writing and signed by both parties. Ownership of all completed work materials shall remain with the Agency. In return for the Contractor's relinquishment of ownership, the Agency agrees to waive any claim or liability for injury or loss allegedly arising from the unauthorized re-use of Contractor's instruments of service.
14. TITLE AND RISK OF LOSS:
- A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Scope of Work described herein.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

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

Contractor shall pay all sums of money that become due for 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.

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

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

Contractor: Marcos Quezada, President
EcoTech Services, Inc.
2143 South Myrtle Avenue
Monrovia, California 91016

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

18. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
19. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et. seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work.

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

20. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after 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.
21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
 22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
 23. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
 24. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
 25. **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.

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:
*(*A MUNICIPAL WATER DISTRICT)*

ECOTECH SERVICES, INC.:

P. Joseph Grindstaff
General Manager

(Date)

Marcos Quezada
President

(Date)

Attachment A

INLAND EMPIRE UTILITIES AGENCY

REQUEST FOR PROPOSAL
NUMBER RFP-HD-16-001

FOR

PROCUREMENT OF LAWN
CONVERSION IMPROVEMENT
SERVICES
AT THE
CARBON CANYON WASTEWATER
RECYCLING FACILITY

January 18, 2016

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SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency ("Agency") is accepting sealed proposals at the Agency's Administrative Headquarters, **located at 6075 Kimball Avenue, Building A, Chino, California, 91708**; with the intent of engaging the services of a person, partnership, company, or corporation to provide services related to the conversion of turf-based lawns into water-efficient landscape at the Agency's Carbon Canyon Wastewater Recycling Facility (CCWRF); also known as the "Project" within this RFP. The contract released as a result of this solicitation will reflect firm-fixed pricing and totaled for a Not-to-Exceed maximum authorized amount. Offeror's Proposal shall clearly identify the capabilities, experience, certifications, and references. A fully burdened fee schedule, that would be associated with any of the separate, yet related, tasks envisioned within the scope of this Request for Proposal (RFP) may be requested. For purposes of this Request for Proposal, the terms Offeror and Contractor may be used interchangeably.
- B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Offeror shall submit **three (3) copies** (includes one original) of their proposal to the address above. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.
- Submittal Closing:** Monday, February 1, 2016, at 3:00 P.M.

Location: Agency's Administrative Headquarters (*indicated above*)
- Proposal envelopes submitted via an Express Courier or Personal Delivery shall be labeled: Inland Empire Utilities Agency, 6075 "A" Kimball Avenue, Chino, CA, 91708.
- C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to Harlan Delzer at (909) 993-1707 and Lucia Diaz (909)-993-1631. Please reference "Request for Proposal (RFP) Number RFP-HD-16-001" when contacting the Agency regarding this solicitation.
- D. **PROPOSAL LABELING:** All Proposals shall be submitted in a **sealed** envelope with all original pages intact. The proposal envelope must clearly **indicate** the Request For Proposal Number, RFP-HD-16-001, Attn: Harlan Delzer, and the subject, "Proposal for Lawn Conversion Improvement Services at CCWRF."
- E. **PROPOSAL SUBMITTAL:** Any proposal found to be illegible or incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. More than one (1) original proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.
- F. **PROPOSAL FORMAT:** Offeror shall include sequential page numbers on their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days.

- G. PRE-PROPOSAL MEETING / MANDATORY JOB-WALK:** A Pre-Proposal Meeting/Mandatory Job-Walk will take place on Monday, January 25, 2016, starting at 9:00am for all interested Offerors. All interested parties are urged to meet, at the east gate of the Carbon Canyon Wastewater Recycling Facility (CCWRF), located at 14950 Telephone Avenue, Chino, CA, 91710. Following the pre-proposal meeting, the assembled group will tour the Agency's CCWRF project areas.
- H. COMPLETION:** All work shall be completed, by the Contractor, within 90 days from the date of the written Notice-to-Proceed, provided by the IEUA Project Manager.
- I. WORK HOURS:** All work will be conducted between the hours of 7:00am and 4:00pm PDT, Monday through Friday, as delineated within SSPWC with the following exceptions:
- 1.) No work shall be permitted on an IEUA defined Holiday.

Work requested outside of these periods, if accepted by the Project Manager, will result in the Contractor paying all costs related to IEUA manpower, required to monitor/facilitate work.

SECTION 2 - GENERAL INFORMATION

**NOTE: IT IS THE OFFEROR'S RESPONSIBILITY TO EXAMINE
THIS REQUEST FOR PROPOSAL SOLICITATION IN ITS ENTIRETY
PRIOR TO SUBMITTING A PROPOSAL.**

- A. **WAITING PERIOD:** All Offerors are alerted that a waiting period of up to ninety (90) days, measured from the date of the proposal submittal deadline, **may** be required before proceedings are completed and awards are made. Offerors shall assume full responsibility for the effect of the waiting period on all proposal prices, fees, and terms.
- B. **PROPOSAL PREPARATION COSTS:** The Agency is not, nor shall be, deemed liable for any costs incurred by Offeror in the preparation, submittal, or presentation of their proposal.
- C. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING:** Any Offeror may request the withdrawal of their submitted proposal, either in person, by telegraphic, telephonic (facsimile), e-mail, or written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the Agency will consider the Offeror's proposal null and void, and return the proposal to the Offeror unopened. Withdrawal of Offeror's proposal will not prejudice Offeror's re-submittal for this or any future proposal(s).
- D. **MISTAKE IN PROPOSAL:** Any Offeror may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Offeror can establish to the Agency's satisfaction, that a material mistake was made in preparing the proposal.
1. An Offeror declaring a mistake must provide a written notice to the Agency within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
 2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. An Offeror who claims a mistake shall be **PROHIBITED** from submitting further proposals based on the RFP for which the mistake in the proposal was claimed (*Public Contract Code Section 5105*).
- E. **PROPOSAL ACCEPTANCE:** The Agency reserves the right to **accept or reject** any or all proposals, or waive any informality in any proposal, if such actions are deemed to be in the best interest of the Agency.
- F. **INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should an Offeror find discrepancies or omissions in the specifications of the "Request for Proposal," or should the Offeror be in doubt as to their interpretation, the Offeror shall immediately contact the persons indicated in Section 1(C), above. Should it be found necessary, a written addendum will be sent to all known Offerors. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.
- G. **PROPOSAL FEES:** Offeror's shall submit a fully-burdened fee schedule, for each task order or specific skill category required to provide the Project Services, clearly identifying the firm's labor classifications by category, by hourly billing rates, and any associated administrative costs.

- H. **PREVAILING WAGE:** The successful Offeror 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 skill category or type of service provided to execute the scope of work contemplated under the Contract, in accordance with the Labor Code. The Agency may check the DIR website for verification of prevailing wage rates for the types of work to be done under the specifications.
- The selected Contractor, or any subcontractor, performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, 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.
- I. **REFERENCES:** The Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for similar Project services, within the last five (5) years. Include the reference names, contact person(s), telephone numbers, project addresses, and brief description of the specific services provided.
- J. **AWARD/SELECTION CRITERIA:** The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror:
- Past record of performance in providing similar services (prior projects or engagements).
 - Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
 - Proposed staffing plan and methodology proposed for the Project.
 - References.
 - Availability of personnel and ability to meet the timeline for IEUA's Project.
 - *Exceptions* taken to the contract terms.
 - Project fee schedule, rate structure, and total estimated project cost.
 - Payment discount proposed, in exchange for expedited invoice payment.
- K. **CONTRACT AWARD:** Upon selection, the contract will be negotiated and finalized.
- L. **PUBLIC RECORD:** Upon selection, notification as to the selected Contractor will be posted for a period of fourteen (14) days at the Agency Headquarters, located at 6075 Kimball Avenue, Building "A," Chino, California. Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record, and shall be made available upon request.
- M. **ACCEPTANCE AND PAYMENT:** The selected Offeror's invoice(s), subsequent to the completion of a valid and binding contract, shall include a specific reference to the Board-of-Directors-approved Contract Number, and be accompanied by detailed supporting documentation. The Agency shall pay the Contractor's properly executed invoices, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice.

- N. INSURANCE:** Offeror's attention is directed to the insurance requirements set forth in Section 7 of the Sample Contract, as displayed under Section 7 of this RFP-HD-16-001. It is highly recommended that each Offeror confer with their respective insurers to determine, in advance, the availability (and any costs associated) of the required insurance certificates, endorsements, and waivers prescribed herein. All insurance documentation must be received, reviewed, and approved by the Agency prior to completion of the contract award.
- O. CONTRACT EXECUTION(S) / EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. A sample of the Agency's standard services contract is provided as Section 7 of this RFP. The Agency will issue, to the selected contractor, a contract similar in form to the sample shown in Section 7. The executed contract which will incorporate this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided in Section 3 of this RFP.
- P. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE – PUBLIC WORKS PROJECT:**
No contractor or sub-contractor 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 (DIR) pursuant to California Labor Code Section 1725.5 [with limited exceptions for this requirement for bid purposes only under California Labor Code Section 1771.1(a)]. Registration with the DIR is accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html.
- No contractor or sub-contractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to California Labor Code Section 1725.5. Registration with the DIR is to be accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html. Please note that a \$300 payment, to DIR, will be required to complete the registration (or re-registration) process.
- This project is subject to compliance monitoring and enforcement by the DIR.**
- Additionally, contractors can go to: <http://www.dir.ca.gov/DAS/DASForm140.pdf>; to obtain a DAS-140 form
- Additionally, contractors can go to: <http://www.dir.ca.gov/das/DASForm142.pdf>; to obtain a DAS-142 form.
- Q. ENVIRONMENTAL PURCHASING POLICY:** The goal of IEUA is to reduce global warming and other environmentally harmful effects generated by it's operations, it's maintenance protocols, and it's capital improvement projects. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are proven beneficial to the environment. Examples for this Project would be products manufactured with recycled steel, recycled plastics, low VOC paints, and engines fueled with natural gas or propane versus gasoline or diesel fuel. The Offerors, in their proposals should present (and explain) the efforts they will be employing on the Project that move the Agency closer to it's sustainability goals.

R. STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION: Unless otherwise noted, this job shall utilize the 2015 Edition of the GREENBOOK Standard Specifications for Public Works Construction (SSPWC), or most recent edition, as the Standard Specifications to be utilized for this project, as amended herewith. Replace Section 2-5.2 Precedence of Contract Documents, of the SSPWC, to include the following: If there is a conflict between any of the Contract Documents, the document with the highest order ('1.' being highest) in precedence shall control. The order shall be as follows:

1. Permits issued by the jurisdictional regulatory agencies;
2. Change Orders/Task Orders/whichever occurs last;
3. The Contract/Agreement;
4. Amendments/Clarifications to the Contract;
5. The Bid/Proposal for the Contract;
6. Request for Deviation;
7. Special Provisions/Technical Specifications;
8. 2015 Edition of the Standard Specifications for Public Works Construction (SSPWC)- Green Book, or most recent addition;
9. Plans;
10. Standard Plans; and,
11. Photos.

S. FORCE ACCOUNT WORK: Add to **3-3.2.3 Markup. 3-3.2.3.1 Work by the Contractor.** of the Standard Specifications for Public Works Construction (SSPWC), the following:

A reasonable allowance for overhead and profit shall be added to the Contractor's costs, as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on Extra or Force Account work performed by the Contractor. The maximum allowable markup for all overhead and profit shall be added to Contractor's costs as listed below:

- | | |
|---------------------------------|-----|
| 1. Labor | 15% |
| 2. Materials | 15% |
| 3. Equipment Rental | 5% |
| 4. Other items and Expenditures | 15% |

To the sum of the cost and markups provided for in this subsection, one (1) percent shall be added as compensation for the actual increase in the Contractor's bond premium caused by the Extra Work, if bonding is required or applicable. When all or any part of the extra work is performed by a subcontractor, the markup shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$2,000 of the subcontracted portion of the extra work and a markup of five (5) percent of work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by the Contractor.

T. SERVICES FURNISHED TO THE CONTRACTOR: The Agency will provide the following services to the Contractor:

1. Material testing/inspection for the specification compliance,
2. Survey work required for execution of the project,
3. Compaction testing for specification compliance, and
4. A web-based document tracking system, named Capital Improvement Program Office (CIPO). IEUA shall provide sufficient training to Contractor designated staff to use the system. Contractor shall use CIPO to document and record all contract correspondence including but not limited to: letters, Field Memorandums (FM), Request for Deviation (RFD), Request for Proposals (RFP), Advisory Notices (AN) , Non-Compliance Reports (NCR), Shutdown Requests (SR), Request for Information(RFI), Shop Drawing Submittals, Change Orders (CO), Progress Payments (PP) etcetera. Contractor's use of CIPO is mandatory throughout entire term of contract.

To access CIPO, Contractor will require at their expense,

- i. A workstation supporting a web browser which must be one of the following:
 - (A) Microsoft Internet Explorer® 7 or later,
 - (B) Mozilla Firefox® 3.0,
 - (C) Google Chrome 2.0, or
 - (D) Apple Safari 3.0 or later.
- ii. A broadband internet connection with sufficient bandwidth and quality to allow trouble-free browsing and data uploading and downloading.
- iii. A workstation based, commercially available (and proven) anti-virus program.

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SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all fee classifications and any associated administrative fees. All proposed prices shall be stated in terms of a firm-fixed price for each of the services required.

A. FEE INCLUSION STATEMENT: Offerors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as a FIRM-FIXED PRICE, whereas the FIXED-PRICE shall represent the total and final cost to the Agency for providing professional quality completion, procurement, or installation services of each task. The FIXED-PRICE shall include all proposed costs associated with all materials, labor, equipment, transportation, mobilization, submittals, overhead, profit, insurance, taxes, permits, fees, incidentals, and any/all other related costs necessary to supply the services required.

B. PROPOSED FEE FOR LAWN CONVERSION IMPROVEMENT SERVICES AT CCWRF:

Total Fixed Proposed Cost: \$ _____

C. Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices.

Expedited Payment Discount, if any (to be considered as part of this proposal):

1. i.e., if Net 15, then _____ % discount

2. i.e., if Net _____, then _____ % discount

D. PROPOSAL SIGNATURE: THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO SUPPLY SERVICES AS SPECIFIED IN STRICT ACCORDANCE WITH THE REQUEST FOR PROPOSAL SPECIFICATIONS.

_____	_____
Signature	Printed Company Name
_____	_____
Printed Name	Date

Title	

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Business e-Mail: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Offeror's principal place of business is located.
Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____
10. California DIR Registration Number: _____
11. Contractor License Number: _____ Type: _____
12. Offeror's Contact Person: _____
13. Offeror's Contact Telephone Number: _____
14. Offeror's Contact e-Mail Address: _____

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REFERENCES

Provide at least **three (3) references** for the "Project" for which you would like to be considered, where you or your firm provided such services within the last five (5) years. (Please copy this form as many times as needed.)

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" invoice, for the services provided.)

SUBCONTRACTORS

List any sub-Contractors who performed services, on your firm's behalf, at the site or for the project described above.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>

WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

NON-COLLUSION AFFIDAVIT

State of California

)
) ss.

County of _____)

_____ being first duly sworn, deposes and says that he or she is

_____ of _____ ("Offeror") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Company Name

Printed Name

Business License Number

Title

Date

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter call Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities, Contractor agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Contractor's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Contractor is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Contractor, and of my own free will.

By: _____
Representative's signature Date _____

_____ Title _____
Print Name

Approved: _____

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other content provided in this "Request for Proposal," please list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** *(Make additional copies of this form as necessary)*

If no exception(s) are determined or taken, enter "**NONE**" (to the right of the Section Title) for the first item, below.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

BONDS REQUIRED

PERFORMANCE BOND:

(This space has been intentionally left blank.)

(The Bond documents follow.)

Bond Number _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on _____ 2015, awarded to _____ hereinafter designated as the "Principal," a Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____ as Surety, are held and firmly bound unto the Owner the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Owner as shall be fixed by the court.

This bond shall inure to the benefit of Owner and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Bond Number _____

SECOND PAGE OF PAYMENT BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PAYMENT BOND

Bidding Schedule(s) titled:

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF
SURETY BELOW**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency," has, on _____, awarded to _____, hereinafter designated as the "Principal," the Contract for the construction of:

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Agency the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Owner and Engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Owner such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Owner from loss of damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number _____

SECOND PAGE OF PERFORMANCE BOND

Bidding Schedule(s) titled:

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819, and 2845, of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Owner in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PERFORMANCE BOND

Bidding Schedule(s) titled:

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT
OF SURETY BELOW**

SECTION 4 - TECHNICAL SPECIFICATIONS

PROCUREMENT OF SERVICES REQUIRED FOR THE LAWN CONVERSION IMPROVEMENTS AT THE AGENCY'S CARBON CANYON WASTEWATER RECYCLING FACILITY (CCWRF)

PURPOSE/ SCOPE OF WORK

The goal of this project is to engage the services of a qualified and competent contractor (and perhaps subcontractors) to effectively replace/remove/remodel the existing turf-based landscape at the Agency's CCWRF site. The Contractor shall also procure and install boulders, edging material, procure and install shredded wood mulch, procure and install stabilized decomposed granite (DG), procure and install gravel, procure and install operational irrigation modifications and finally, purchase and install water-efficient plants; all in accordance with the detailed project specifications (which follow) and the project plans dated 1/15/16 (sheets G-1, G-2, L-1, L-2, L-3, D-1 & D-2).

See below for the hyper-link providing on-line access to e-copies of the plan sheets (as well as specifications). Hard copies of the plans (11" x 17" half scale reductions) will be distributed at the Pre-Proposal Meeting and Job-Walk, January 25, 2016.

<ftp://ieua.hostedftp.com/~ljones%40ieua.org/CCWRF%20Lawn%20Conversion%20Imp%201-15-2016>

To activate the link:

1. "Hover" your cursor over the hyper-link.
2. Press the "Control" key (a selection 'hand' will appear), and
3. Left "click" with the mouse.

The address above should function as a hyper-link. However, if it does not, copy the link to a web browser such as Windows Internet Explorer or Google Chrome.

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INLAND EMPIRE UTILITIES AGENCY
A MUNICIPAL WATER DISTRICT

SPECIFICATIONS FOR CCWRF LAWN CONVERSION IMPROVEMENTS PROJECT

January 15, 2016

I. SCOPE OF WORK

- A. Provide demolition, site preparation, groundcover, irrigation, planting, and associated work to furnish and install a complete project as shown on project plans Sheets G-1, G-2, L-1 through L-3, and D-1, D-2 dated 1-15-16 and in the RFP document for the project which includes these Specifications to convert approximately 125,574 square feet (2.883 acres) of existing turf (divided into **seven distinctive areas – AREA ‘A’ through AREA ‘G’**) in various portions of the Inland Empire Utilities Agency’s Carbon Canyon Water Recycling Facility (CCWRF) to other groundcover treatments which include two types of gravel, decomposed granite (DG), shredded wood mulch, and some boulders. Scattered new low-water-use small trees, shrubs, perennials, and succulents are to be installed, with irrigation in some areas converted from conventional spray to drip.

A table showing approximate area (square feet) of project lawn conversion per each plan sheet for **AREAS ‘A’ through ‘G’** and summary totals is as follows:

SHEET #	AREA ‘A’	AREA ‘B’	AREA ‘C’	AREA ‘D’	AREA ‘E’	AREA ‘F’	AREA ‘G’	TOTAL LAWN CONVERSION
L-1	5,656	6,563	6,014	12,985	1,590	--	--	32,808 sf
L-2	--	--	48,444	--	5,043	8,975	120	62,582 sf
L-3	--	--	--	--	1,697	--	28,487	30,184 sf
TOTALS	5,656	6,563	54,458	12,985	8,330	8,975	28,607	125,574 sf (2.883 ac.)

NOTE:

THE ABOVE SQUARE FOOTAGE FIGURES ARE APPROXIMATE FOR GENERAL GUIDANCE ONLY; CONTRACTOR SHALL PERFORM OWN MEASUREMENTS FOR BIDDING PURPOSES.

Refer to Sheet G-2 of project plans for table showing ‘Overview of CCWRF Lawn Conversion Improvements Project by Areas’ which describes by location the groundcover type (mulch, gravel, decomposed granite) and the irrigation system modifications envisioned for each of the seven areas.

B. PROJECT LOCATION: CCWRF is located at 14950 Telephone Avenue Chino, CA 91710. Chino Hills Parkway forms the northern boundary of the facility.

C. PURPOSE OF PROJECT:

1. To convert an existing turf-dominated landscape characterized by high water use and maintenance demand to an attractive 'dry' landscape requiring only small quantities of recycled water for irrigation and lower maintenance;
2. To provide a landscape which is water-conserving and conforms to the guidelines of Metropolitan Water District's Turf Removal Program –thereby setting an example for the public which promotes water-wise options in lieu of turf;
3. To showcase a plant palette that uses water-conserving material irrigated in certain areas by a state-of-the-art low-volume drip system;
4. To provide necessary access to equipment for Agency Operations and Maintenance vehicles; and
5. To beautify the facility.

II. GENERAL NOTES

- A. Project area is within the Inland Empire Utilities Agency's Carbon Canyon Water Recycling Facility. Block walls surround the plant, with landscaped setback areas along both the northerly Chino Hills Parkway frontage and the easterly Telephone Avenue frontage. Access is through the main sliding gate south of the Administration Building fronting on Telephone Ave.
- B. The Agency will provide the Contractor an area for staging/storage during the work. Contractor shall provide their own fencing or barriers to keep area identified and isolated from general access to Agency staff and other contractors who may be working on site. At the conclusion of the project, area shall be returned to previous condition and free of any debris or construction materials. The Agency will not be responsible for any lost or stolen items kept on the project site.
- C. Contractor shall provide to the Agency Project Manager (per 'Greenbook') a proposed work schedule and schedule of values for construction of the project before the start of work.
- D. Contractor shall contact the Agency's Project Manager (Eric Lesser (909) 342-3826) to schedule a pre-construction meeting prior to starting any work.
- E. Locations of certain existing improvements (equipment/vaults/valve boxes/site lighting/trees etc.) are shown on project plans in their approximate locations. At the start of the work, Contractor shall perform a site inspection to note all existing features and shall verify exact locations in the field.
- F. Project plans may not show certain other site features including other vaults, valve boxes, lighting standards, and other equipment present in project area. Contractor shall note these features at the start of job.
- G. Contractor shall provide, prior to start of construction work, Submittals for review and approval by the Agency. Such Submittals shall cover all significant materials/components, both minor and major, intended to be used for construction of project and shall conform to the plans and specifications.
- H. Contractor is alerted to the potential to encounter Red Imported Fire Ants (RIFA) in project area and should use caution if seen. If RIFA are noted, report location to the Agency representative. Also, gopher activity is present at this facility. The Agency is making an effort to reduce the latter prior to start of this landscape work.

- I. **STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION:** Unless noted otherwise, this job shall utilize the 2015 Edition of the GREENBOOK Standard Specifications for Public Works Construction (SSPWC), or most recent edition, as the Standard Specifications to be utilized for this project, as amended herewith. Replace Section 2-5.2 Precedence of Contract Documents, of the Standard Specifications for Public Works Construction (SSPWC), to include the following: If there is a conflict between any of the Contract Documents, the document with the highest order ('1.' being highest) in precedence shall control. The order shall be as follows:
1. Permits issued by the jurisdictional regulatory agencies;
 2. Change Orders/Task Orders;
 3. This Contract/Agreement;
 4. Amendments/Clarifications to this Contract;
 5. The Bid/Proposal for this Contract;
 6. Request for Deviation;
 7. Technical Specifications;
 8. 2015 Edition of the Standard Specifications for Public Works Construction (SSPWC)-Green Book, or most recent addition;
 9. Plans; and
 10. Photos.
- J. **SERVICES FURNISHED TO THE CONTRACTOR:** The Agency will provide the following services to the Contractor, as needed:
1. Material testing & inspection for specification compliance;
 2. Survey work required for execution of the project; and
 3. Compaction testing for specification compliance.
 4. A mandatory requirement for this project is the use of a web-based document tracking system named Capital Improvement Program Office (CIPO) which shall be used by Agency and Contractor to format and record all contract correspondence and project documents. IEUA shall provide sufficient training to the Contractor's designated staff to use the system. For more information, see the Request for Proposal document for this project.
- K. **SITE & IRRIGATION NOTES**
1. The Contractor shall inspect the site prior to start of work and verify all dimensions, existing equipment, and finished grades within the work area. The Contractor is to familiarize themselves before the start of the project with the irrigation components and any other utilities occurring in the areas of work. Should digging/excavation of more than 12" be necessary, the Contractor shall pothole respective areas in advance to ascertain field conditions. Any conditions found which may affect or interfere with planned construction shall be communicated to the Agency's Project Manager in writing.
 2. All local and State codes and regulations governing or relating to any portion of this work shall be followed by the Contractor.
 3. The Contractor shall provide Submittals of all irrigation materials/components to be used on the job prior to the start of construction for review and approval by Agency representative.
 4. All irrigation equipment shall be installed per manufacturer's recommendation and as indicated on project drawings and specifications.
 5. Irrigation work for this project generally consists of
 - a) maintaining in certain former lawn areas the existing sprayhead or rotor irrigation to periodically irrigate new and existing plant materials;
 - b) abandoning certain former lawn area laterals no longer needed due to addition of gravel expanses void of any plant material; and
 - c) converting certain existing remote control valves/laterals to dripline irrigation for new and existing plants in new decomposed granite and some mulched or graveled areas. One or two new drip valves may need to be added for these areas per 'Overview of Project' on Sheet L-2.

NOTE: For the disposition of most of the existing irrigation valves in the project area, see the 'Overview' narrative on Sheet G-2. For more detail on irrigation work, see Section VI. below.

Note: Original 1988 irrigation plans for the project site which may be used for reference are being made a part of this RFP package.

- d) A total of 4 existing irrigation controllers (Controllers 'C', 'E', 'F', and 'G') serve the project area with locations shown on the plans. Existing valves shown on plans are noted by their controller source and sequential number, such as 'C-16', 'E-3', and 'F-18' according to the Agency's best information (differs from that shown on original 1988 plans).
- e) All water used on site for Irrigation is RECYCLED WATER; any new irrigation components shall be of purple color and/or refer to recycled water use. Marking on any purple PVC piping used shall include the following: "CAUTION – RECYCLED WATER"; NOMINAL PIPE SIZE, PVC-1120; THE PRESSURE RATING (PSI).
- f) Return to the Agency all removed irrigation system components not reused, unless permission given to discard or recycle if in poor condition or if not wanted.
- g) During and at conclusion of the irrigation work, the Contractor shall perform testing and inspection of such work for proper operation. Contractor shall set timeclocks serving project areas for adequate watering of new plant material during initial establishment.

III. EXISTING LAWN REMOVAL WORK AND LOWERING OF FINISHED GRADE

- A. Prior to the start of this project, the Agency will have performed several 'grow-kill' spray cycles on the subject lawn areas to reduce the likelihood of lawn resprout once conversions to other groundcovers are made.
- B. For former lawn areas being converted to mulched or graveled areas, only the edges of such killed lawn need to be removed to allow proper tapering of mulch or gravel along curbs, walkways, mowing strips, or driveways. For former lawn areas being converted to decomposed granite, the entire killed lawn shall be removed to lower grade as needed for DG thickness. Removal work of the killed lawn and lowering of finished grade shall consist as follows:
 - AT AREA 'A' (Sheet L-1) — To receive new **gravel**, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment only within 2 feet of all existing walkways, curbs/mowing strips, and wood header edging. Areas of past gopher activity and other surface disturbance shall be smoothed out, typical. The new **gravel** will be placed on top of the remaining killed thatch, typical.
 - AT AREA 'B' (Sheet L-1) – In areas to receive **gravel** or **mulch**, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment only within 2 feet of all existing walkways, curbs/mowing strips, and proposed edging material locations. Killed turf under trees with surface roots shall be left in place to avoid injury to roots (applies to Crape Myrtles and Bottle tree). Areas of past gopher activity and other surface disturbance shall be smoothed out, typical. In areas to receive **DG**, killed turf and thatch shall be entirely removed using a sod cutter or similar equipment. This process shall generally remove approx. 2" of surface soil/killed roots to allow for eventual placement of 2" of compacted decomposed granite. All existing irrigation components at or near the surface (except rotors and heads to be abandoned) along with other improvements including utilities and signage shall be noted and protected in place.
 - AT AREA 'C' (Sheets L-1 and L-2) – In areas to receive **gravel** or **mulch**, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment

only within 2 feet of all existing walkways, curbs/mowing strips, existing wood headers, and proposed edging material locations. Areas of past gopher activity and other surface disturbance shall be smoothed out, typical. In areas to receive **DG**, killed turf and thatch shall be entirely removed using a sod cutter or similar equipment. This process shall generally remove approx. 2" of surface soil/killed roots to allow for eventual placement of 2" of compacted decomposed granite. All existing irrigation components at or near the surface (except rotors and heads to be abandoned) along with other improvements including utilities and signage shall be noted and protected in place.

- AT AREA 'D' (Sheet L-1) -- To receive new mulch, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment only within 2 feet of the Chino Creek Parkway sidewalk and the concrete mowing strips where occur. Areas of past gopher activity and other surface disturbance shall be smoothed out, typical.
- AT AREA 'E' (Sheets L-1, L-2, & L-3) -- To receive new mulch, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment only within 2 feet of the entry driveway and Telephone Ave curbs and the concrete mowing strips where occur.
- AT AREA 'F' (Sheet L-2) -- No killed turf/thatch removal necessary.
- AT AREA 'G' (Sheets L-2 & L-3) -- In areas to receive gravel or mulch, killed turf/thatch shall be removed and finished grade lowered between 1 and 2" using a sod cutter or similar equipment only within 2 feet of all existing walkways, curbs/wood headers, and driveways.

Contractor shall stockpile removed killed lawn/thatch and soil with roots in an on-site area to be designated by the Agency. This material will be later disposed of by the Agency.

IV. BOULDERS

- A. See 'LEGEND' on Sheet L-1 for description on BOULDERS for this project.
- B. Contractor shall provide Submittal on boulders for Agency approval which includes representative photographs of boulders proposed to be used.
- C. Once delivered, unloaded, and spread out (using a small tractor or skid steer with front bucket or similar equipment) at a designated location(s) at the project site, Agency representative shall tag each boulder for intended location and placement orientation. NOTE: Account for need to transport and distribute boulders where shown on plan along Chino Hills Parkway—a narrow/busy trafficway. The 12 boulders required may first be unloaded at the empty dirt area off Chino Hills Parkway immediately to the west of the landscaped setback and distributed from there via small 'Bobcat' or skid steer via the sidewalk.
- D. Prepare locations for boulders per plan (and as spotted by Agency representative) by digging a couple inch deep depression where each boulder is to be placed. Transport tagged boulders to designated locations. Turn/rotate each boulder for final placement per Agency representative guidance.
- E. Boulders will later receive a layer of mulch or decomposed granite at ground level to establish an embedded/finished look.

V. EDGING MATERIAL

- A. Where shown on plan by dotted symbol and called out by Key Note 10, provide and install new BLACK FLEXIBLE EDGING MATERIAL to separate two different groundcover types. See 'LEGEND' for symbol.
- B. Edging material product shall be a black, UV- stabilized polyethylene (or similar) flexible material of 5" height with 1" diameter round top bead and wall thickness of approx. 0.1" with connecting plugs and

supplied in rolls or as straight strips, as manufactured by 'Oly-Ola'. See Detail F/D-1 for more information. Provide sample and/or photo and spec sheet of proposed product to Agency in the Submittal for approval.

- C. Install material per manufacturer's instructions and securely set in place with provided steel pins at intervals per manufacturer. Install such that top half of round bead is visible after installation of adjacent DG. Entire top bead shall be visible next to mulch or gravel.
- D. Also, as called out by Key Note 11 on plan, provide and install up to 150 lineal feet 2 x 4 redwood header board in locations adjacent to Star Jasmine groundcover where missing or deteriorated where shown by Key Note 11 designation. Secure header board segments in place using 2 x 2 x18" length redwood stakes nailed to header spaced maximum 5' O.C. and at ends of boards. At a minimum, top 2 ½ " of header shall show above finished soil level.

VI. IRRIGATION WORK

- A. As part of this lawn conversion improvements project, three categories of irrigation work exist:
 - CATEGORY ONE : Maintaining and adjusting certain existing sprayhead or rotor laterals to irrigate new and existing plant materials (generally in most mulched areas);
 - CATEGORY TWO : Abandoning certain existing sprayhead or rotor laterals which are no longer needed due to absence of plant materials (generally in new gravel areas);
 - and
 - CATEGORY THREE : Converting certain existing remote control valves (RCVs) to drip control kits for dripline irrigation in the new decomposed granite areas, a small part of one gravel area, and two mulched areas.
- B. For CATEGORY ONE (maintaining certain existing laterals), the following applies.
 - 1. Operate each designated lateral valve to be retained.
 - 2. Adjust/repair rotors, sprayheads, nozzles, spray patterns, risers as needed for proper operation. Figure on replacing with new like kind up to two rotors or sprayheads per lateral.
 - 3. Cap, reduce radius, or shut off any sprayheads or rotors not needed to irrigate new or existing plants and as indicated in the 'Overview' narrative on Sheet G-2.
 - 4. Clean out/rehabilitate interiors of valve boxes as needed.
- C. For CATEGORY TWO (abandoning certain existing laterals), the following applies.
 - 1. Turn off flow control stem at remote control valve and detach wires to disable the solenoid.
 - 2. Remove the station from the controller program.
 - 3. Leave respective sprayheads and rotors in place unless directed otherwise in these Specifications.
- D. For CATEGORY THREE (converting certain RCVs to drip control kits), the following applies.
 - 1. Designated existing RCVs shall be removed and drip control zone valve kits (includes pressure-regulating basket filter) installed in their place in existing valve boxes (clean out/rehabilitate interiors) (install in new purple plastic valve boxes if in interior portion of facility) to serve new dripline layout (in-line emitters) at new and existing plants fed by either blank distribution tubing or PVC piping. Portions of existing lateral piping formerly serving the spray or rotor system may be reused if feasible for 'manifold risers'/dripline take-offs. The dripline 'rings' over new plant rootballs shall be installed after new plants are in place (plants may need to be watered initially by hose). See 'Drip Layout' detail on Sheet L-3 for typical placement of in-line emitter rings over root balls of new plants; also see Details A/D-1 & G/D-2.
 - 2. The drip valves specified for this project flow between 3 to 20 gpm, with normal outgoing regulating pressure set at 40 psi.
 - 3. Layout of the new drip systems shall be determined by Contractor. In designing/laying out new dripline laterals, follow industry design standards which take into account valve capacities, regulating pressure (psi), number of feet of in-line emitters used per lateral, dripline run distances, etc.

4. Install a line-size ball valve (not included in kit) in the valve box just before each drip valve assembly to allow easy shut off.
 5. NOTE: See Key Notes 12 & 13 on Sheet L-2 for protection of dripline lateral crossings which may occur in vehicular traffic areas in the graveled east portion of AREA 'C' and in the mulched covered reservoir portion of AREA 'G'.
 6. New purple plastic rectangular valve boxes replacing existing green plastic valve boxes at new drip valves inside the walls of the facility shall have minimum 11 ½ " x 17 ½ " inside clearance and installed per industry standard. See Section F. 7. below. See Detail B/D-1 for valve box installation. (NOTE: salvage removed boxes in good condition for reuse in up to 3 locations on site where determined by Agency representative; use one to replace a damaged box housing RCV F-12).
 7. Valve box covers of all boxes containing new drip valves shall be identified with valve station number (purple plastic tag affixed with number or number embossed on lid). Example: 'E-11', 'F-14'.
 8. As mentioned in the 'Overview' narrative on Sheet G-2, a 'doubler' will be needed when adding a new dripline RCV next to an existing valve using the same control wire. This will allow both valves to operate off the timeclock independently. Use 'DOUBLER' (24 VAC) by TRANSITIONAL SYSTEMS MFG, INC.'; see Detail D/D-1. Program automatic controller accordingly.
 9. Blank drip tubing used between plants in certain mulched areas shall be buried minimum 2" below grade and anchored to grade not greater than every 5'. In-line emitter dripline rings not on top of rootballs in mulched areas shall be buried 2" and anchored in place. Dripline rings on the rootball surface on 15 gal & 24" box material shall be covered by mulch. See Details E/D-1 & G/D-2.
 10. At the decomposed granite areas which have been lowered 2" to accommodate the DG addition, blank and in-line emitter dripline may be run on the subgrade surface as the DG will cover both. Where the in-line emitter rings occur over rootballs at 15 gal and 24" box material in DG areas, the dripline may be slightly embedded in top of rootball and/or be slightly covered with DG.
 11. In laying out dripline runs, limit cumulative ring lengths of in-line emitter dripline on one lateral to approx. 400 feet for 40 psi regulating pressure.
 12. For each dripline lateral served by one valve, provide a 'pop-up indicator' at a blank sub-surface dripline take off that is visible from the valve area, a necessary 'air-relief valve' at highest point on lateral PVC pipe or blank dripline run, and an end-of-line 'flush valve'—the latter two in properly-sized round purple boxes. See next section: 'IRRIGATION MATERIALS'. See Details H, I, and J/D-2.
 13. For existing trees or shrubs occurring in new drip zones, provide in-line emitter 'rings' or a grid system per industry standard over the root zone/under the foliage canopy to provide adequate deep water when same circuit is on to serve the new plants. Ring bands or grid pattern shall be not closer than 12" spacing/no farther than 18" spacing and shall start approximately at mid-point of root zone between trunk and outer limits of branches—progressing outward to just beyond the edge of canopy as site conditions allow. Adjust this layout per individual tree requirements. Dripline rings or grid can be buried 1 to 2" or laid on surface if roots interfere and be covered with mulch or gravel.
- E. Contractor shall keep a record of modifications to the existing irrigation system and show this information on the 'As-Built' drawings to be turned in to the Agency at the end of the job. Agency will provide Contractor with base sheet set for 'as-built' use.
- F. IRRIGATION MATERIALS
1. For 'rings' of in-line emitter dripline, use RAIN BIRD XFSP-06012-500 SUBSURFACE DRIPLINE WITH COPPER-SHIELD TECHNOLOGY (PURPLE FOR RECYCLED WATER USE; PRESSURE-COMPENSATING EMITTER DESIGN). Emitter flow rate of 0.60 gph with 12" spacing. For design guidance, a 100' length of XFSP dripline flows 1 gpm. Use RAIN BIRD XF DRIPLINE INSERT FITTINGS or RAIN BIRD EASY FIT COMPRESSION FITTINGS as needed for a complete installation to serve the new plants. For blank drip tubing, use purple product for recycled water such as 'HUNTER PLD-BLNK-R', 'NETAFIM' with 2 purple stripes, or equal. For supply distribution piping (manifold piping) from drip valve locations to plant locations, use PVC SCH 40 PURPLE PIPE. If a plant is still some distance from the main distribution run (over 10+- away), tee off with additional PVC piping until reach the vicinity of the plant.

2. Metal staples or 'tie-down stakes' for blank tubing and XFSP dripline shall be RAIN BIRD TDS-050 or equal.
3. For each drip irrigation zone, provide and install (in location as approved by Agency representative) one (1) RAIN BIRD DRIP SYSTEM OPERATION INDICATOR (MODEL: OPERIND). See Detail H/D-2.
4. Install one (1) $\frac{1}{2}$ " AIR/VACUUM RELIEF VALVE (RAIN BIRD ARV050) per dripline zone in 6" round purple valve box with purple lid (RAIN BIRD PVB6RNDP or NDS 107PBCR) at 'highest' point of each run or 'created' highest point. See Details G & J/D-2.
5. Install one (1) removable flush cap (RAIN BIRD MDCFPCAP) (PURPLE) in separate above-referenced 6" valve box at end of each individual dripline run to allow proper line flushing. See Details G & I/D-2.
6. Change out existing lawn remote control valves (1", 1 $\frac{1}{2}$ ", or 2") being used in new dripline runs to: RAIN BIRD XCZ-100-PRBR (1" MEDIUM FLOW COMMERCIAL CONTROL ZONE KIT (designed for recycled water) WITH PRESSURE REGULATING (40 PSI) BASKET FILTER). Flow: 3.0 to 20.0 gpm. Use pipe size adapters as needed for pipe size reduction at existing point of connection stub-offs from mainline. Provide and install a new 1" ball valve (not part of kit) adjacent to and just upstream of each new control zone kit. See Detail C/D-1.
7. For any new or replacement RCV boxes and lids for new drip zone kit remote control valves as described in these specifications, use 13" x 18" rectangular purple plastic box and lid with 'DO NOT DRINK' information (as by Dura, NDS, or Carson) with valve number embossed on lid or tagged (such as 'E-11' or 'F-14') (install per industry standard and as shown on Detail B/D-1 or C/D-1).

VII. PLANTING

A. PLANT MATERIALS

1. See 'LIST OF PLANT MATERIALS' on Sheet L-1 for a complete listing of specimens to be used for this project.
2. Provide plant materials of high quality from growers located in the greater Inland Empire area (for climate adaptation). Individual plants, or at a minimum—one plant from each type—shall possess nursery I.D. tags stating botanical name of specimen.
3. All plants shall be healthy, vigorous, of normal growth, free of disease/pests/insects or their eggs, and shall have healthy root systems filling their containers. No root-bound or coiled-root plants will be accepted.
4. Contractor shall supply Agency representative, via Submittal, with a list of plant materials to be provided, the nursery of origin and location, tree height/spread, and a representative photograph of each plant species. The representative shall approve in writing plant material prior to delivery to site. Representative may choose to inspect planting stock at nursery source if feasible. Criteria for approval shall include plant size, balanced growth, health, shape, rootball condition, and leaf density.
5. Plants shall not be pruned prior to delivery.
6. Acceptance of plant material upon delivery to site by representative shall be indicated in writing. Notify rep a minimum of 2 days prior to delivery. Material delivered to the site and not found acceptable shall be replaced with suitable material.
7. Protect plant material from rough handling/disturbance during delivery to the site and afterwards. Provide proper watering/care once on site.
8. Contractor shall be responsible to oversee/maintain the installed plant materials until final acceptance of the entire project by the Agency—at which time the oversight shall be transferred to the Agency's landscape maintenance contractor.

B. PLANTING METHOD

1. After boulder installation, spot plants as where shown on plan in presence of Agency

representative. Plant per industry standards and as described below.

2. Holes for trees & smaller plants shall have rough sides and be dug by hand or by using a small backhoe for the 24" box specimens. Holes shall be excavated to at least 2 times the diameter of the rootball and 1.5 times the depth of the rootball.
3. Overexcavate planting holes to break up soil, and backfill/recompact thoroughly so top of rootball of placed plant is
 - ½" to 1" (for 1 & 5 gal), 1" to 2" (for 15 gal & 24" box) above existing soil grade in areas receiving mulch or gravel;
 - 2" above soil grade in areas receiving decomposed granite to allow for the later addition of 2" of DG. Top of rootball shall not be covered by soil or decomposed granite.
4. Gently loosen any circling or compacted outer roots on rootball prior to placement in planting hole.
5. Add and evenly mix in backfill a proportional amount of IEUA-provided compost ('SOIL-PRO' product).
6. Backfill rootball and compact; specimen shall be planted plumb (vertical).
7. Provide temporary watering basins as necessary for plants to be initially watered by hose.
8. Water the new plant material within 2 hours after installation for a thorough soaking and as needed to keep the rootball moist until the drip irrigation takes over.
9. After planting is complete, remove tags from all plants and transmit to Agency representative.
10. Provide staking using 10' length lodgepoles and cinch ties for the 2 - 24" box multi Parkinsonia 'Desert Museum' as possible using one or two main stems to support. See Detail K/L-3.

VIII. SHREDDED WOOD MULCH

- A. After installation of plant materials and drip irrigation (where occurs) in areas shown to receive mulch, provide and install over killed turf (removed at edges where applicable per Section III. B. above) a 2" thickness of medium/large-grade (2" – 5" length pieces) **shredded wood mulch** product. This product shall be/be similar to 'CALTRANS' shredded wood mulch manufactured by Viramontes Express in Chino. Evenly spread/rake smooth as required. Use caution should areas of dripline near plants be at or near ground surface. Leave free of mulch a 3" radius around stems of 1 & 5 gal plants and a 6" radius around stems of 15 gal & 24" box specimens. For areas surrounding existing plant materials (ornamental trees, fruit trees, & citrus trees), leave free of mulch a 12" radius around the trunks or bases. After installation and spreading, roll the mulch using a lightweight roller to 'interlock' pieces to further prevent wind transport.
- B. Provide Submittal and sample to Agency of the proposed product for approval.
- C. Product containing numerous fine wood pieces less than 1" in length will not be accepted for approval.
- D. Where applicable, finish grade below mulch shall slope away from buildings and walkways. Ensure such positive drainage prior to mulch application.
- E. Do not cover any vaults, boxes, or other surface improvement features with mulch.

IX. DECOMPOSED GRANITE

- A. EXISTING IRRIGATION HEADS
 1. In areas to receive decomposed granite (DG), existing surface rotors and spray sprinklers (and their lateral piping) may be left in place if their existing laterals are abandoned as long as top of rotor or sprinkler will end up below top of DG finished surface (can lower individual swing joints to achieve this). If portions of existing laterals are used for the new dripline system, certain rotors/sprinklers on such lateral segments shall be removed and capped off. If portions of existing laterals in DG area are to remain active for spray watering outside the DG area, certain sprayheads or rotors within or wetting the DG area shall be capped.

B. MATERIAL

1. After complete removal of killed turf and lowering of soil per Section III. B. above and after boulders, plant material and drip irrigation is in place, provide and install per industry standard practice a **2" thick layer of stabilized decomposed granite** at locations shown on plan.
2. DG material shall be: **'STABILIZED PYRITE GOLD'** (available from O.F. Wolfinbarger Inc., Chino (909) 627-7481 ; if from another source, must match Wolfinbarger sample). Provide Submittal and sample to Agency for approval prior to ordering.
3. Prior to spreading, note locations of surface dripline. Spread DG over entire area including carefully over the dripline runs but not on rootballs of plant materials. Moisten DG as necessary and compact in place using a tamping machine. Tamp by hand if necessary over dripline locations where occur so as not to damage dripline below. Allow to dry for hardening. Finished result should be a smooth, even, durable surface.
4. Finished grade of DG shall be approx. $\frac{1}{4}$ " below surface of existing adjoining concrete walkways, curbs, and mowing strips and approx. $\frac{1}{2}$ " below top of adjoining black edging material, if occurs.
5. Finished grade of DG shall generally follow natural slope of locations so drainage is not changed.
6. Do not cover any vaults, boxes, or other surface improvement features with DG.

X. GRAVEL

A. GRAVEL

1. After installation of plant materials and dripline or when feasible, provide and install **gravel** of type specified on plans in areas shown to receive gravel. In these areas, existing abandoned surface rotors or spray sprinklers (and their lateral piping) may be left in place.
2. TYPES
 - a. **'GRAVEL #1' 'CALIFORNIA GOLD'**; COLOR—golden w/fractured faces
SIZE-- $\frac{3}{4}$ " CRUSHED AGGREGATE (available from O.F. Wolfinbarger Inc. Landscape Materials in Chino, CA (909) 627-7481); minimum **2" thickness**. (NOTE: match existing material nearby at facility as possible).
 - b. **'GRAVEL #2' ' $\frac{3}{4}$ " PYRITE'** or approved equal; COLOR-- grey/gold/ black/white (speckled) w/ fractured faces SIZE-- $\frac{3}{4}$ " +/- ORIGIN: granitic (available from O.F. Wolfinbarger Inc. Landscape Materials); minimum **2" thickness**.
3. Provide Submittal and sample of above products to Agency for approval prior to ordering.
4. Apply gravel over killed turf (removed at edges where applicable per Section III. B. above) to achieve desired thickness and rake smooth for a uniform appearance. As possible, adjust finished grade receiving gravel to slope away from building foundation on north side of Administration Bldg. to achieve positive drainage to east away from building. Do not allow gravel to spill over onto adjacent walkways, curbs, or driveways. Finish grade of new gravel surface shall be approx. $\frac{1}{2}$ " to 1" below adjacent walkway or curb surfaces.
5. Do not cover with gravel any vaults, boxes, or other surface improvements in new gravel areas.
6. Leave free of gravel a 3" radius around the stems of 1 gal and 5 gal plants and a 6" radius around the stems of 15 gal and 24" box specimens.

XI. CONCLUSION OF THE WORK

A. FINAL WALKTHROUGH MEETING

1. Upon completion of the project and before final walkthrough, Contractor shall remove all excess materials and debris resulting from their work, including at their staging/storage area. Project area shall be left neat and tidy. All walks and paving shall be swept.
2. At the conclusion of the project, the Agency representative shall schedule a 'FINAL WALKTHROUGH' to serve as the basis for final project acceptance. Any previous 'PUNCH LIST' items must be satisfactorily completed prior to this meeting, unless otherwise arranged with the representative. At this meeting, all components of the work will be checked for completeness and proper function. Contractor shall instruct Agency and its landscape maintenance contractor on any important operational and maintenance items.
3. At the FINAL WALKTHROUGH, Contractor shall submit to the Agency an 'OPERATIONS AND MAINTENANCE MANUAL' for the new irrigation work consisting of
 - a) a cover sheet which states the project name and location, Contractor's name and contact information (including person to contact) along with the duration of the planting and irrigation guarantee period from date of acceptance;
 - b) any equipment operating manuals/instructions/documentation;
 - c) an irrigation schedule for the newly-planted stations;
 - d) any other documents/accessories relating to the installed landscape; and
 - e) a summary sheet for any major equipment which lists:
 - 1) Manufacturer name
 - 2) Make and model number
 - 3) Name/ address of local manufacturer's representative (if applicable).

B. 'AS-BUILT' DRAWINGS

1. On or before the date of final inspection, Contractor shall furnish to the Agency 'AS-BUILT' drawings showing in red pen on project plan set furnished by the Agency any changes to the final plan layout, planting scheme, the general layout of the dripline zones and their respective control zone valve locations/sequence numbers (with measurements from fixed points of reference where possible), valves which have been abandoned, any changes to plan details or specifications, etc.
2. This information shall be shown on the project plans G-1, G-2, L-1 through L-3, and D-1,D-2. Agency will provide Contractor with base sheet set for 'as-built' use.
3. Drawings should be marked 'AS-BUILT' with the name of the company, signature of Project Manager, and date.

C. GUARANTEE

1. Contractor shall guarantee newly-installed portions of the irrigation system and new plant material for a period of one (1) year against defective equipment, installation deficiency, plant failure and other problems not related to vandalism or—in the case of plant material—neglect/non-watering by Agency. Guarantee period shall commence on the date of final acceptance of the work. Operational or other irrigation problems due to above reasons shall be corrected by the Contractor at no additional cost. Any plants which are in poor health or have died shall be replaced at no additional cost. Replaced plant materials will also be guaranteed for a period of 1 year. Replace irrigation or plant materials in accordance with the plans and specifications.
2. The Contractor shall remove and replace failed plant material within ten days after written notification by the Agency.

SECTION 5

SELECTION PROCESS - FOR CRITERIA INDICATED IN SECTION J, PAGE 2-2:

Each Offeror's proposal will be reviewed by a selection committee, consisting of IEUA staff, that will evaluate each proposal using a rating system (consistent with the criteria) to identify the most qualified Offeror. The space below is provided for an Offeror to provide a general discussion of how the Scope of Work and Services will be accomplished, how workflow will be scheduled, as well as how unanticipated situations will be managed. The discussion provided below will also be considered in the selection process (attach additional pages if needed):

SECTION 6

LIQUIDATED DAMAGES

LIQUIDATED DAMAGES:

Modify Section 6-9 Liquidated Damages, of the Standard Specifications for Public Works Construction (SSPWC), from \$250 to \$600 per day. This amount will be assessed by the Agency for each calendar day that the Contractor fails to complete the required services, in accordance with the project's final agreed-upon work 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 this/any Task Order/Contract issued in conjunction with this solicitation shall serve to indicate acceptance of this Liquidated Damages clause and the daily assessment of damages expressed herein.

SECTION 7 – EXAMPLE CONTRACT

Typical Contract Provisions: Among it's other requirements, the Agency's Typical Contract for the performance of facility construction or maintenance work of the nature and scope within this "Request for Proposal" contains provisions pertaining to: "Insurance types (General Liability, Automobile, Worker's Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions."

Additionally, and notwithstanding it's other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (CA Labor Code Sections 1810 to 1817), Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages."

All Contractors intending to submit proposals to perform the work described under this Request for Proposal specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of such construction and maintenance services work before making their proposals; so that there will be no delays in executing an awarded contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Management, he can be reached by phone at 909-993-1709.



CONTRACT NUMBER: (RESERVED)

FOR

(PROJECT TITLE)

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, XXXX, 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"), (COMPANY NAME), of (CITY), (STATE) (hereinafter referred to as "Contractor"), for (PROJECT DESCRIPTION).

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: (NAME)
(TITLE)

Address: (ADDRESS)
(CITY), (STATE) (ZIP)

Telephone: (AREA CODE) (TELEPHONE), Extension (NO.)

Facsimile: (AREA CODE) (FACSIMILE)

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

Contractor: (NAME)

Address: (ADDRESS)
(CITY, STATE, ZIP)

Telephone: (AREA CODE) (NUMBER), Extension (NO.)

Facsimile: (AREA CODE) (NUMBER)

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 (NO.).
 2. Contract number (NO.) General Terms and Conditions.
 3. Agency Request for Proposal Number (NO.).
 4. Contractor's proposal dated (DATE).

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the following:
 - A. (SCOPE OF WORK/REFERENCE TO SOW)

 - B. (METHOD OF INSPECTION AND CURE)

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of (PROJECT DESCRIPTION), or (DATE), whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor may submit an invoice not more than once per month during the term of this Contract. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. The Agency may take a _____ % discount to each Contractor invoice were payment is issued (defined a by the date of post-mark by U.S. Mail or private carrier service) within _____ calendar days subsequent to the date of Agency's receipt of invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>). (Include with Public Works contracts > \$1,000.00 price).

All invoices shall be formulated consistent with the RFP requirements and Contractor's proposed pricing within the Contractor's accepted proposal, dated ().

As compensation for the work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price *not-to-exceed* \$ XXXXXX for all services satisfactorily provided hereunder during the term of this Contract.

(Price Adjustment Clause may be necessary).

To expedite payment of invoices email to apgroup@ieua.org with a copy to the Agency's Project Manager.

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.
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. (Check to see if Bonding is required).

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

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

1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees and volunteers 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 Contractor, products

and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

- D. Acceptability of Insurers: 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: Angela Witte
P.O. Box 9020
Chino Hills, CA 91709

8. FITNESS FOR DUTY:

- A. Fitness: Contractor and its SubContractor personnel on the Jobsite:
 - 1) shall report to work in a manner fit to do their job.
 - 2) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3) shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.

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.

- D. Work Safety: Contract work requiring confine space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor's mobilization to the work site:
1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and,
 2. A written plan that includes; identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
- 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 and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- 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 the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities,

demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.

- 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.
- M. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- N. 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. 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.
11. 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: Manager of Contracts & Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Contractor: (CONTRACTOR'S REPRESENTATIVE)
(COMPANY NAME)
(ADDRESS)
(CITY, STATE, ZIP)

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.

12. 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.

13. 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 the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
14. 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.
15. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
16. 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.
17. 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.
18. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$ XXX per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the 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 the missed services. 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.
19. 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.
20. 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.

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,
A MUNICIPAL WATER DISTRICT:

(COMPANY NAME):

Warren T. Green
Manger of Contracts & Facilities
Services

(Date)

(AUTH. REP.)
(TITLE)

(Date)

Attachment B

INLAND EMPIRE UTILITIES AGENCY

PROPOSAL FOR

RFP-HD-16-001

PROCUREMENT OF LAWN CONVERSION
IMPROVEMENT SERVICES

AT THE

CARBON CANYON WASTEWATER
RECYCLING FACILITY





February 1, 2016

ATTN: Harlan Delzer

EcoTech Services, Inc. (EcoTech) hereby presents its proposal to the Inland Empire Utilities Agency (IEUA) for RFP-HD-16-001, Proposal for Lawn Conversion Improvement Services at CCWRF.

EcoTech is a Small Business Enterprise as well as a Minority Business Owned Enterprise, founded in 2012 by Marcos Quezada who has over fifteen years of experience working in water conservation in Southern California. We specialize in helping commercial and residential sites improve water-use efficiency through beautiful drought-tolerant landscaping and cutting-edge irrigation technology. Our expert landscape designers and construction team have replaced hundreds of thousands of square feet of turf with drought tolerant gardens on behalf of many cities, school districts, water agencies and private residences.

We invite you to contact our included references to confirm our project implementation experience and to get a first-hand account of the quality of our work and performance. Please do not hesitate to contact me directly if you have further questions.

I am authorized to negotiate and bind contracts on behalf of EcoTech Services, Inc. and hereby commit to provide the services set forth in this proposal. This proposal is binding for a period of ninety (90) days.

Respectfully,

Marcos Quezada
President

SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all fee classifications and any associated administrative fees. All proposed prices shall be stated in terms of a firm-fixed price for each of the services required.

A. **FEE INCLUSION STATEMENT:** Offerors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as a FIRM-FIXED PRICE, whereas the FIXED-PRICE shall represent the total and final cost to the Agency for providing professional quality completion, procurement, or installation services of each task. The FIXED-PRICE shall include all proposed costs associated with all materials, labor, equipment, transportation, mobilization, submittals, overhead, profit, insurance, taxes, permits, fees, incidentals, and any/all other related costs necessary to supply the services required.

B. **PROPOSED FEE FOR LAWN CONVERSION IMPROVEMENT SERVICES AT CCWRF:**

Total Fixed Proposed Cost: \$ \$124,000


C. Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices.

Expedited Payment Discount, if any (to be considered as part of this proposal):

1. i.e., if Net 15, then NA % discount

2. i.e., if Net _____, then NA % discount

D. **PROPOSAL SIGNATURE:** THE UNDERSIGNED AGREES, IF THIS PROPOSAL IS ACCEPTED BY THE AGENCY WITHIN 90 CALENDAR DAYS AFTER THE DATE OF THE PROPOSAL CLOSING, TO SUPPLY SERVICES AS SPECIFIED IN STRICT ACCORDANCE WITH THE REQUEST FOR PROPOSAL SPECIFICATIONS.


Signature

EcoTech Services, Inc.
Printed Company Name

Marcos A. Quezada
Printed Name

1-29-2016
Date

President
Title

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: EcoTech Services, Inc.
2. Street Address: 2143 S. Myrtle Ave, Monrovia, CA 91016
3. Mailing Address: Same as above
4. Business Telephone: 626-335-1500
5. Facsimile Telephone: 626-628-3312
6. Business e-Mail: info@ecotechservices.net
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, indicate State where incorporated: California
8. Business License number issued by the City where the Offeror's principal place of business is located.
Number: BUS2015-00452 Issuing City: Monrovia, CA
9. Federal Tax Identification Number: 45-4731434
10. California DIR Registration Number: 1000019966
11. Contractor License Number: 988204 Type: C-27
12. Offeror's Contact Person: Marcos Quezada
13. Offeror's Contact Telephone Number: 626-335-1500
14. Offeror's Contact e-Mail Address: mquezada@ecotechservices.net

(THIS AREA INTENTIONALLY LEFT BLANK)

REFERENCES

Provide at least **three (3) references** for the "Project" for which you would like to be considered, where you or your firm provided such services within the last five (5) years. (Please copy this form as many times as needed.)

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
<u>Park Water Company</u>	<u>Jim Elliot</u>	<u>Downey, CA</u>	<u>562-299-5124</u>
<u>South El Monte High School</u>	<u>Scott Harvey</u>	<u>South El Monte, CA</u>	<u>626-258-4929</u>
<u>Walnut Valley Water District</u>	<u>Erik Hitchman</u>	<u>Walnut, CA</u>	<u>909-595-1268 Ext. 244</u>

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" invoice, for the services provided.)

"Typical" invoice included as Attachment A

Park Water Company: Turf removal and drought tolerant landscape construction of 19,783 square feet across nine of their pump stations and headquarters.

South El Monte High School: 32,334 square feet of turf removal and landscape construction. Walnut Valley Water District: 9,614 square feet of turf removal and landscape construction across three pump stations.

SUBCONTRACTORS

List any sub-Contractors who performed services, on your firm's behalf, at the site or for the project described above.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>

REFERENCES

Provide at least **three (3) references** for the "Project" for which you would like to be considered, where you or your firm provided such services within the last five (5) years. (Please copy this form as many times as needed.)

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
Upper San Gabriel Valley MWD	Elena Layugan	Monrovia, CA	626-443-2297
_____	_____	_____	_____
_____	_____	_____	_____

TYPE OF SERVICES PROVIDED (Note: Please attach a "typical" Invoice, for the services provided.)

Upper San Gabriel Valley Municipal Water District: Turf removal and construction of drought tolerant demonstration gardens at four public sites. City of Arcadia (7,786 Ft²), City of Hope Hospital (5,040 Ft²), City of South Pasadena (4,230 Ft²) and Covina City Hall (3,000 Ft²).

SUBCONTRACTORS

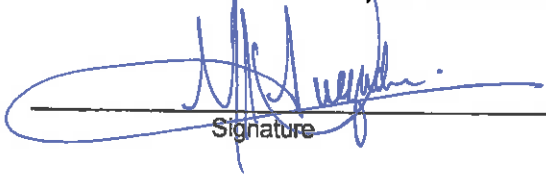
List any sub-Contractors who performed services, on your firm's behalf, at the site or for the project described above.

<u>COMPANY</u>	<u>CONTACT PERSON</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

WORKERS' COMPENSATION CERTIFICATE

The Offeror shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.


Signature

EcoTech Services, Inc.
Company Name

Marcos A. Quezada
Printed Name

BUS2015-00452
Business License Number

President
Title

1-29-2016
Date

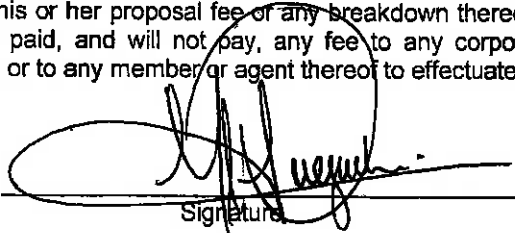
NON-COLLUSION AFFIDAVIT

State of California)
) ss.

County of Los Angeles)

Marcos A. Quezada, being first duly sworn, deposes and says that he or she is

President, of EcoTech Services, Inc. ("Offeror") the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly solicited any other Offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee or the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Offeror, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the proposal are true; and, further, that the Offeror has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.


Signature

Marcos A. Quezada
Printed Name

President
Title

EcoTech Services, Inc.
Company Name

C-27 988204
BUS2015-00452
Business License Number

1-29-2016
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CALIFORNIA }

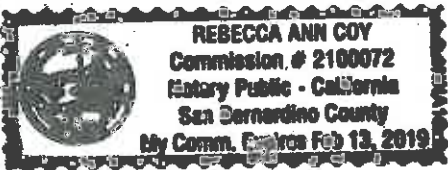
On 1-29-16 before me, Rebecca Ann Coy
Date Here Insert Name and Title of the Officer

personally appeared MARCOS A. QUEZADA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Rebecca Ann Coy
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: non-collusion Affidavit

Document Date: 1-29-16 Number of Pages: _____

Signer(s) Other Than Named Above: [Signature]

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARCOS A. QUEZADA Signer's Name: _____

Corporate Officer — Title(s): President

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: RFP HP16001

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here

Signer Is Representing: _____

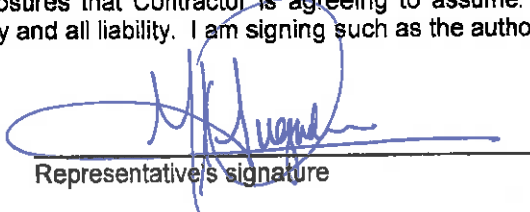
WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of EcoTech Services Inc. (hereinafter call Contractor) fully understand that the storage or leaving of any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities during the term of the contract, exposes Contractor to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Contractor's employees. For the privilege of storing/leaving any and all Contractor-owned equipment, materials, and supplies at the Agency's facilities, Contractor agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Contractor hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Contractor's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Contractor is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Contractor, and of my own free will.

By


Representative's signature

1-29-2016
Date

Marcos A. Quezada
Print Name

President
Title

Approved:

EXCEPTION FORM

Should your firm take exception to **ANY** of the terms and conditions or other content provided in this "Request for Proposal," please list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** *(Make additional copies of this form as necessary)*

If no exception(s) are determined or taken, enter "**NONE**" (to the right of the Section Title) for the first item, below.

Page Number: _____ Section Title: NONE

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

SECTION 5

SELECTION PROCESS - FOR CRITERIA INDICATED IN SECTION J, PAGE 2-2:

Each Offeror's proposal will be reviewed by a selection committee, consisting of IEUA staff, that will evaluate each proposal using a rating system (consistent with the criteria) to identify the most qualified Offeror. The space below is provided for an Offeror to provide a general discussion of how the Scope of Work and Services will be accomplished, how workflow will be scheduled, as well as how unanticipated situations will be managed. The discussion provided below will also be considered in the selection process (attach additional pages if needed):

We believe the key to implementing an effective work plan and executing the fieldwork as designed is clear and open communication with IEUA from the very beginning of the project to the end. EcoTech would like to begin with a kickoff meeting involving IEUA staff, including representatives responsible for the maintenance and operations at Carbon Canyon Wastewater Recycling Facility. The specific project tasks will be discussed along with the proposed time-line and important operational details such as designated material and equipment staging areas, utilities shut-off locations and facility access.

Once all questions and concerns from the involved parties have been addressed in the kickoff meeting, EcoTech will acquire samples of all project materials to be approved by IEUA so that orders can be placed as soon as possible.

The first phase of construction will begin in Areas 'A' and 'C' where materials are already specified and approved in the design plans, allowing for an immediate project start. Turf removal, irrigation modifications, grade work and edging installation will be executed in these areas exactly as detailed in the Scope of Work.

Upon IEUA's approval of ground cover material samples, EcoTech will begin the second phase of construction; bulk ground cover placement. This will consist of all gravel and mulch in areas that do not require any planting or drip irrigation conversions, including Areas 'A', 'C', 'F', and 'G'. EcoTech will then tackle the remaining tasks in areas 'C' and 'G' per the Scope of Work. Completing the construction of all interior facility areas first before moving on to the exterior areas will minimize the "under-construction" appearance of the facility. Staggering the turf removal, materials install and planting of each area in this way will also allow EcoTech and IEUA staff to make any adjustments to the design if necessary, as well as reduce the impact any unanticipated situations will have on the project time-line.

Phase three of construction will focus on areas 'D' and 'E'. EcoTech will complete modification of irrigation systems as to plan while simultaneously working with IEUA on placement of rock. Since drip is not being installed in these areas, they will be mulched before new plant material is installed. This will reduce the likelihood of any plant damage occurring and will cut labor hours.

Finally, Area 'B' will be constructed. Since this area is located near the entrance to the facility and is the most detailed, EcoTech will execute this phase as smoothly as possible. Saving Area 'B' for last ensures that all materials necessary to complete it will be available, effectively reducing any obstruction that construction may cause.

Throughout the duration of the project EcoTech will update CIPO regularly and be available for direct contact in order to keep IEUA staff fully informed on construction progress. We will modify facility as-built drawings throughout the project in order to ensure accuracy and safeguard the long-term success of the irrigation modifications.

Attachment A - Sample Invoice



Invoice

Date	Invoice #
6/19/2015	411

Bill To
Walnut Valley Water District Jose Martinez 271 S. Brea Canyon Road Walnut, CA 91789

P.O. Number	Terms
Walnut Leaf Site	Due on receipt

Description	Amount
WALNUT LEAF PUMP STATION	
Demolition and Grading	1,834.00
Hardscape Installation Decomposed Granite Border, Stakes, and Hardware Weed Fabric and Staples	2,313.18
Irrigation System Installation	2,545.77
Softscape Installation Planting, Mulch, Amendments, Fertilizer	2,304.70
Costs Above Include the Following Change Orders: Main Line Installation Additional Hunter Node Controller Electric Control Valve Installation Isolation Valve	

Please Make Check Payable To: **EcoTech Services, Inc.**

Please Mail To: 2143 S. Myrtle Ave
Monrovia, CA 91016

Total

\$8,997.65

Phone Number:	Fax Number:	E-mail	Web Site
(626) 335-1500	(626) 628-3312	info@ecotechservices.net	www.ecotechservices.net

Attachment B – Bond Requirements

Bond Number 1001020444

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That EcoTech Services, Inc., as
Principal

and American Contractors Indemnity Company, as
Surety

are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of Fourteen Thousand and 00/100 dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

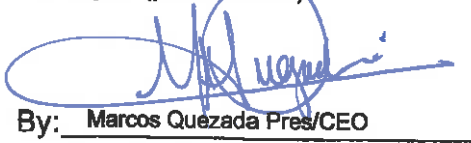
WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled:

Lawn Conversion Improvement Services

NOW, THEREFORE, if said Principal is awarded the Contract by said Agency and within the time and in the manner required under the "Instructions to Bidders" bound with said Specifications, enters into a written Contract and furnishes the "Agreement" bound with said Specifications and furnishes the required bonds and verification of insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event a suit is brought upon this bond by said Owner and judgement is recovered, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

SIGNED AND SEALED, this 29th. day of January, ~~19~~ 2016

EcoTech Services, Inc.
Principal (print name)


By: Marcos Quezada Pres/CEO

Signature

(Corporate Seal)

Bond Number 1001020444

Attachment B – Bond Requirements

SECOND PAGE OF BID BOND

Bidding Schedule(s) titled:

American Contractors Indemnity Company
Surety agent (print name)

By Gabriel Hill, Attorney-in-Fact
Signature

(Surety Seal)

Surety address

HCC Surety Group
601 So. Figueroa St., Ste. 1600
Los Angeles, Ca. 90017

ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF SURETY BELOW

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Bernardino)

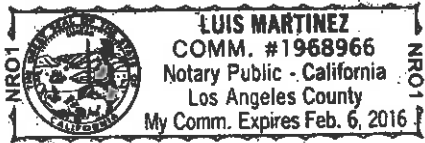
On 1/29/16 before me, Luis Martinez
Date Here Insert Name and Title of the Officer

personally appeared Garcia Ihu
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gabriel Hill of Chino Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority to execute, acknowledge and deliver, in and in behalf of its name, place and stead, to execute, acknowledge and deliver, all bonds, recognizances, contracts, agreements or other instruments or contracts of suretyship to include riders, amendments and consents of surety, provided the total penalty does not exceed *****Three Million***** Dollars (\$**3,000,000.00***).

This Power of Attorney shall expire without further action on December 08, 2016. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of December, 2012.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seal



Daniel P. Aguilar
Daniel P. Aguilar, Vice President

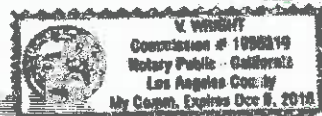
State of California

County of Los Angeles SS:

On 10th day of December, 2012, before me, Vanessa Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Vanessa Wright (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company, and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of December, 2012.

Corporate Seal

Bond No. 102020444
Issue No. 188



Jeannie Lee
Jeannie Lee, Assistant Secretary

Addendum #1 to RFP-HD-16-001
Lawn Conversion at the
Carbon Canyon WRF

1. The Mandatory Pre-Bid Meeting Job-Walk was fortunate to have ten (10) participants:
 - Casa Verde Landscape
 - Brickman
 - Conserve LandCare
 - Aramexx Construction
 - Stay Green Inc.
 - Ecotech Services
 - Landscape Support Services
 - Clean Cut Landscape
 - Trident Contractors Inc.
 - Mariposa Landscape

2. An inconsistency, within the RFP, was noted. In Section 3 – Forms, the form for the Bid Bond was left out of the RFP documents. Please note that it is attached to this Addendum. A 10% Bid Bond will be required.

3. There was a question about the removal of greenwaste and other project related excavation debris. The contractor will be asked to 'stockpile' the material at a Project Manager determined location. IEUA has a greenwaste contract hauler, who will be called upon to remove the material. Do not include any debris removal service, nor related dump fees in the proposed project cost.

4. There was a question regarding the posting of the Job-Walk Attendee List on the Planet Bid website. IEUA staff will look into that action. Meanwhile, a copy of the attendee list will be (has been) sent to all attendees via e-mail.

5. There was a question regarding the address (Link) to the FTP site where the project plans are available for download. Please visit:

<ftp://ieua.hostedftp.com/~ljones%40ieua.org/CCWRF%20Lawn%20Conversion%20Imp%201-15-2016>

6. There was a request from Eric Lesser – to emphasize the 90-day project timeline. The Board is anticipated to approve/award the contract on February 17th. The selected contractor will be expected to be ready to mobilize and begin the demolition/retrofit the following day; with the presentation of the fully executed contract.

Addendum #2 to RFP-HD-16-001

Lawn Conversion at the **Carbon Canyon WRF**

1. After receiving one query concerning the accuracy of square footage approximations shown on Sheet G-1 of the project plan set, recheck by the Agency found that the scaled plan layouts (30 scale) on Sheets L-1, L-2, & L-3 ended up varying a bit from the original documents during the process of converting the hand-drafted images to electronic files:

Sheet L-1 experienced some shrinkage in the East/West dimension.

Sheet L-2 experienced some stretching in the North/South dimension.

Sheet L-3 experienced some stretching in the North/South dimension.

Consequently, scaling of the layout in the plans may result in less accurate readings.

Measurements from the plan may be made more accurate to closer resemble field conditions by doing the following:

- a) Sheet L-1: Multiply the E/W scaled dimension by 1.13 to get closer to the original 30 scale value.
- b) Sheet L-2: Multiply the N/S scaled dimension by 0.90 to get closer to the original 30 scale value.
- c) Sheet L-3: Multiply the N/S scaled dimension by 0.90 to get closer to the original 30 scale value.

The approximate area square footage figures in the lawn conversion table on Sheet G-1 and on page 1 of the Specifications are still valid.


**CONSENT
CALENDAR
ITEM**


1G

Date: February 17, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (2/10/16)
Finance, Legal, and Administration Committee (2/10/16)

From:  R. Joseph Grindstaff
General Manager

Submitted by: Ken Tuliau 
Manager of Maintenance

Subject: Contract Award for On-Site Fleet Vehicle Maintenance Services

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002004 to Managed Mobile, Inc. of Placentia, California establishing a two-year contract for on-site vehicle maintenance services, with an option for two, one-year extensions, for a not-to-exceed amount of \$150,000 for the initial two-year term; and
2. Authorize the General Manager, or the designee, to execute the contract with two one-year potential contract extensions.

BACKGROUND

The Agency owns a fleet of vehicles; such as, utility trucks, sedans, and high occupancy vans. In order to maintain the reliability and readiness of these vehicles, the Agency determined a contract to provide on-site vehicle preventive and occasional corrective maintenance services would be beneficial. Having a two-year contract, with an option for two, one-year contract extensions, with a reputable and highly-qualified service provider, ensures that the majority of the contract terms (e.g., labor rates, evidence of insurance, indemnification language, warranty provision, etc.) are established up front, which will expedite the vehicle maintenance process. Staff will issue a task order for any work required.

Contract Award for On-Site Fleet Vehicle Maintenance Services

February 17, 2016

Page 2 of 2

In October 2015, staff issued a request for proposal (RFP-RH-15-076) and received one responsive bidder, Managed Mobile, Inc. of Placentia, California. After reviewing the single proposal received against the scope of work, Agency staff found the proposal to have met the requirements.

Keeping the Agency's fleet in good running condition and smog certificates current, is in line with the IEUA Environmental Stewardship goal to commit to the responsible use and protection of the environment through conservation and sustainable practices.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, sufficient funds are available in Fiscal Year 2015/16 and 2016/17 under Regional Operations and Maintenance (RO) fund, Professional Fees and Services Budget, to support the contract services related to the preventive and corrective maintenance for the Agency's fleet vehicles.



CONTRACT No. 4600002004
For On-Site Provision of
VEHICLE MAINTENANCE AND REPAIR SERVICES

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2015, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and Managed Mobile, Inc. of Placentia, California (hereinafter referred to as "Contractor") for on-site provision of vehicle maintenance and repair services.

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

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

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

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

Contractor: Brent Dunnam
Address: 1901 Nancita Circle
Placentia, CA 92870
Telephone: (714) 713-9478
E-mail: bdunnam@managedmobile.com

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

1. Amendments to Contract No. 4600002004
2. Contract No. 4600002004 including Exhibit A - Statement of Work
3. Agency Request for Proposal No. RFP-RH-15-076
4. Contractor's Proposal, dated October 1, 2015

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

5. **TERM OF CONTRACT / OPTIONS:** The term of this Contract shall run from the date of its bi-lateral execution through November 30, 2017. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend the term of the Contract for up to two (2) additional one-year periods; which would result in an aggregate total Contract term of four years. In the event the Agency desires to exercise one or both of 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.
6. **OPTION PRICE ADJUSTMENTS:** In the event the Agency exercises one or both of the Contract extension(s) provided for in Section 5 (above), pricing for said extension(s) shall be calculated as follows:

On December 1, 2017, and again (if applicable) on December 1, 2018, the prices provided for in this Contract shall be adjusted, plus or minus, by the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange Counties, California index area. The basis for computing the adjustment to the prices provided for in this Contract shall initially be the percentage change for the one year period from September 2016 to September 2017, and subsequently from September 2017 to September 2018 applicable to the second exercised option year.

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

7. **PAYMENT, INVOICING AND COMPENSATION:** Contractor may submit an invoice once per month covering all work and materials completed during the invoice period. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

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

Preventive Maintenance Prices (per vehicle completed) * :

* All oil changes using SAE 5W-30 synthetic blend oil

3,500 mile preventive maintenance regimen - 6 cylinder truck:	\$ 55.00
3,500 mile preventive maintenance regimen - 8 cylinder truck:	\$ 55.00
3,500 mile preventive maintenance regimen - 6 cylinder sedan:	\$ 55.00
3,500 mile preventive maintenance regimen - hybrid sedan (Honda Civic):	\$ 55.00
3,500 mile preventive maintenance regimen - hybrid SUV (Ford Escape):	\$ 55.00
Monthly preventive maintenance regimen - on-road heavy equipment truck:	\$ 80.00
Quarterly inspection/maintenance regimen - forklifts	\$165.00
Quarterly inspection/maintenance regimen - electric cart:	\$ 55.00
7,500 mile preventive maintenance regimen - 6 cylinder truck:	\$110.00
7,500 mile preventive maintenance regimen - 8 cylinder truck:	\$110.00
7,500 mile preventive maintenance regimen - 6 cylinder sedan:	\$110.00
7,500 mile preventive maintenance regimen - hybrid sedan (Honda Civic):	\$110.00
7,500 mile preventive maintenance regimen - hybrid SUV (Ford Escape):	\$110.00

Corrective Repair Charges:

Mobilization/Demob (inclusive of service truck) to on-site vehicle location:	\$ 52.50
Fully-burdened hourly rate for mechanic repair services (chargeable on-site):	\$105.00

Material handling burden (contractor's mark-up %) above actual costs for replacement parts and materials/supplies (e.g. oil, coolant, transmission and brake fluids, etc.):

35 %

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

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

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

As compensation for the preventive maintenance and repair work subsequently authorized under this Contract by the Agency's assigned Project Manager during its initial two year period of performance, Agency shall pay Contractor, on a fixed unit price basis, a **total price not-to-exceed \$150,000**.

7. LIQUIDATED DAMAGES: Liquidated Damages are not applicable to this contract.
8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
9. FITNESS FOR DUTY:
 - A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:
 1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - B. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
10. INSURANCE: During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. **General Liability: \$ 1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.**
2. **Automobile Liability: \$ 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 and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

- a. **The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.**
- b. **The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.**
- c. **Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.**

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

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

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

3. **All Coverages**

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

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

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

11. **LEGAL RELATIONS AND RESPONSIBILITIES**

- A. **Professional Responsibility:** The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. **Status of Contractor:** The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to

Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

K. Disputes:

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

Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

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

12. INDEMNIFICATION: Contractor shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

13. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

14. TITLE AND RISK OF LOSS:

- A. Documentation: Title to any/all Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
- B. Material: Title to all Material, equipment, procured or fabricated under the Contract shall pass to Agency when delivered to the Agency's job-site and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the Agency.

15. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
- B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

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

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

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

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

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

Contractor: Paul Rygalski
President
Managed Mobile, Inc.
1901 Nancita Circle
Placentia, CA 92870

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

18. **SAFETY AND PROTECTION:**

A. Precautions and Programs:

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

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time

(duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

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

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

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

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked

“Confidential,” “Proprietary,” or “Trade Secret,” Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys’ fees, in any action or proceeding arising under the Public Records Act.

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

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

**INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District:**

MANAGED MOBILE, Inc.

P. Joseph Grindstaff
General Manager

(Date)

Paul Rygalski
President

(Date)

EXHIBIT A

STATEMENT OF WORK

(to be inserted here)

STATEMENT OF WORK

Contract for Onsite Vehicle Maintenance Services
All Agency Locations

Page 1 of 2

Requestor	Francis Concemino	Request Date	9/24/15
Project Manager	Charlie Batongmalaque	Prepared By	Charlie Batongmalaque
Department	Maintenance	Approved BY	Francis Concemino

PROJECT DESCRIPTION

Request proposals from mobile automotive lubrication and repair companies for servicing all of the Agencies Fleet vehicles onsite at Inland Empire Utilities Agency (IEUA) facilities.

PROJECT LOCATION

Potentially all IEUA locations (addresses shown below).

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

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

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

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

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

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

*Inland Empire Regional Composting Facility
12645 Sixth Street
Rancho Cucamonga, CA 91729*

STATEMENT OF WORK

Contract for Onsite Vehicle Maintenance Services
All Agency Locations

Page 2 of 2

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SCOPE OF WORK

The selected offeror shall provide "as needed/ as-ordered" on-site vehicle maintenance and repair services in support of IEUA's approximate 100 vehicle fleet. Vehicle maintenance services may potentially be needed at any of its various (seven) Southern California facilities. Beyond "as needed" vehicle mechanical or electrical repairs, the selected offeror will be routinely requested to provide the preventive maintenance service regimens described within the document entitled "Exhibit A - Vehicle Maintenance Tasks". The contract which will be released in conjunction with this solicitation will reflect an initial two (2) year term. Bidders are requested to propose price/rates that are firm and fixed over the initial two year duration of the contract.

PROJECT SCHEDULE

"As needed/as ordered" by IEUA's assigned project manager.

PROJECT ASSUMPTIONS & APPLICABLE SPECIFICATIONS

See separate file entitled "Exhibit A - Vehicle Maintenance Tasks"

SINGLE/SOLE SOURCE?

YES

NO

PROJECT JUSTIFICATION

Agency fleet vehicles need to have regularly scheduled oil changes and maintenance services to keep them safe and reliable. 3500 mile PM for inspection and service. 7500 mile PM for Synthetic oil and filter change. Having an outside contractor perform these services frees maintenance staff to perform their daily duties. Successful bidder will be qualified to perform all required vehicle services on a regular schedule.

FUNDING ACCOUNT

Fleet Materials 141151-10200-100000-512450

Fleet Services 141151-10200-100000-521520

TOTAL PROJECT ESTIMATE

To Be Determined.

EXHIBIT A

Vehicle Maintenance Tasks

Passenger Sedans & Utility Pick-up Trucks

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Hybrid Service Vehicles & Hybrid Passenger Sedans

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Non-Hybrid Service Vehicles

3,500 Mile Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

7,500 Mile Preventive Maintenance Tasks

- a. Change the oil and oil filter; use SAE 5W-30 oil which meets SH, SJ standards.
- b. Rotate tires on four-tire rotation basis (right front to left rear, left front to right rear, right rear to right front, left rear to left front).
- c. Visually inspect brakes when rotating tires.
- d. Check tire pressure regularly (maintain at 35-44 PSI, cold).
- e. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- f. Check air filter unit.
- g. Visually inspect battery and battery terminals.
- h. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- i. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- j. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- k. Make under-hood check of all electrical wires and connections.
- l. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- m. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Electric Carts

Quarterly Preventive Maintenance Tasks

- a. Check lights
- b. Check brakes
- c. Check battery
- d. Check charging system
- e. Check for signs of damage (exterior and interior)
- f. Check wiring connections for damage
- g. Submit a Corrective Maintenance Work Order for any corrective actions.

On-Road Heavy Equipment

Monthly (or "As-Requested") Preventive Maintenance Tasks

- a. Check all fluids (brake master cylinder, power steering, transmission, etc.).
- b. Check air filter unit.
- c. Visually inspect battery and battery terminals.
- d. Visually inspect radiator and radiator cap. At operation temperature, check the coolant level by observing lines on surge tank for proper fill.
- e. Visually inspect radiator and heater hoses and all rubber vacuum lines.
- f. Check belts for fan, alternator, water pump, and air conditioner for proper tension and signs of wear.
- g. Make under-hood check of all electrical wires and connections.
- h. Ensure area in front of radiator is clean and free of debris such as bugs, grass, etc.
- i. Fill out Vehicle Corrective Maintenance Estimate Form for any corrective actions.

Forklifts

Quarterly (or As-Requested) Preventive Maintenance Tasks

- a. Check interior and exterior for damage.
- b. Check for fluid levels.
- c. Check for leaks.
- d. Check tires for damage.
- e. Check lights for proper operation.
- f. Check hydraulics for proper operation.
- g. Submit a Corrective Maintenance Work Order for any corrective actions.
- h. Change engine oil per manufacturer's recommendation.



Inland Empire
UTILITIES AGENCY

VEHICLE CORRECTIVE MAINTENANCE ESTIMATE FORM

COMPANY NAME

ADDRESS:

PHONE NUMBER:

ESTIMATOR NAME:

ESTIMATOR SIGNATURE:

DATE

VEHICLE NUMBER

ODOMETER

WORK ORDER NUMBER

REPAIR

REPLACE

DESCRIPTION

PARTS LABOR SUBTOTAL

Totals

Comments:

Total Parts

Total Labor

Subtotal

Tax

Total

IEUA Approvals:

Name: _____ Employee Number: _____ Date: _____

Signature: _____

Notes: For instructions, follow procedure section 4.3.1 of the Agency Fleet Vehicle Maintenance Program. Attach this form to work order for completion. Form Rev. 00-081512