



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

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

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. CONSENT ITEMS

A. MINUTES

The Committee will be asked to approve the Finance, Legal, and Administration Committee meeting minutes of March 9, 2016.

B. REPORT ON GENERAL DISBURSEMENTS

It is recommended that the Committee/Board approve the total disbursements for the month of February 2016, in the amount of \$10,070,905.37.

2. ACTION ITEMS

A. BOND COUNSEL FINANCIAL SERVICES RETAINER AGREEMENT

It is recommended that the Committee/Board:

1. Approve the Retainer Agreement for bond counsel and related legal services with Stradling Yocca Carlson & Rauth (SYCR), subject to the fees, terms and conditions set forth in Exhibit A;
2. Approve services previously approved and rendered for a not-to-exceed amount of \$30,000 related to the 2008B Variable Rate Demand Bond Letter of Credit substitution, and completion of financing agreements for regional projects to be financed through the Chino Basin Regional Financing Authority; and
3. Authorize the General Manager or designee to execute the Agreement.

B. ENTERPRISE CONTENT MANAGEMENT SYSTEM CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve Contract No. 4600002085, to American MicroImaging, Inc. (AMI) for the Enterprise Content Management System, Project No. IS15003, associated licensing agreement and the option for conversion of back file documents, for a not-to-exceed amount of \$670,920; and
2. Authorize the General Manager to execute the contract.

C. CONTRACT AMENDMENT TO WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT FOR MIDGE FLY TREATMENT

It is recommended that the Committee/Board:

1. Ratify the contract amendment No. 4600001970-001 with West Valley Mosquito and Vector Control District (WVMCD) establishing a contract through June 30, 2016, for midge fly treatment services at Turner, San Sevaine, Victoria, and Ely Basins for a not-to-exceed amount of \$120,000; and
2. Authorize the General Manager to execute the contract amendment.

D. PRADO BASIN HABITAT SUSTAINABILITY PROGRAM REIMBURSEMENT AGREEMENT AMENDMENT

It is recommended that the Committee/Board:

1. Amend the reimbursement agreement with the Chino Basin Watermaster for the Prado Habitat Sustainability Program to increase the total program cost from \$600,000 to \$934,500; and
2. Authorize the General Manager to execute the reimbursement agreement amendment.

E. SALE OF ONE INLAND EMPIRE BRINE LINE CAPACITY UNIT TO EASTSIDE WATER TREATMENT PLANT

It is recommended that the Committee/Board:

1. Approve the sale of one Brine Line capacity unit to Eastside Water Treatment Plant; and
2. Authorize the General Manager to execute the Brine Line Capacity Right Agreement.

F. PROFESSIONAL SERVICES CONTRACT AWARD FOR SEPTIC USER FEASIBILITY STUDY

It is recommended that the Committee/Board:

1. Approve the professional service contract award for the Feasibility Study for Sewer Service in the IEUA Service Area, Project No. PL16015 to RMC Water and Environment for the not-to-exceed amount of \$286,813; and
2. Authorize the General Manager to execute the contract.

G. HEADQUARTERS' PERMIT OFFICE CONSTRUCTION CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the construction contract for the Headquarters' Permit Office, Project No. EN16068, to Mike Bubalo Construction Corporation, for \$150,000; and
2. Authorize the General Manager to execute the contract.

H. EAST DECLEZ PROPERTY ACQUISITION

It is recommended that the Committee/Board:

1. Authorize the General Manager to purchase the East Declez property for the sum of \$3.0 million on behalf of Chino Basin Watermaster (Watermaster); contingent upon the approval by the Watermaster Board of Directors;

2. Authorize the General Manager to spend up to \$100,000 on behalf of Watermaster for necessary fees related to the purchase of the property; and
3. Approve a \$3.1 million budget amendment for Project No. EN18007 in FY 2015/16 through an inter-fund loan from the Regional Wastewater Capital Improvement (RC) fund to the Recharge Water (RW) fund.

I. GROUNDWATER RECHARGE/RECYCLED WATER SCADA SYSTEM UPGRADES CONSTRUCTION CONTRACT AWARD

It is recommended that the Committee/Board:

1. Approve the construction contract for the Groundwater Recharge and Recycled Water Supervisory and Data Acquisition (SCADA) System Upgrades, Project No. EN14047, to Trimax Systems, Inc. for \$250,989; and
2. Authorize the General Manager to execute the contract.

J. ADOPTION OF RESOLUTIONS FOR THE USBR WATERSMART

It is recommended that the Committee/Board:

1. Adopt Resolution Nos. 2016-4-1, 2016-4-2, and 2016-4-3, authorizing the Agency to enter into financial assistance agreements with the U.S. Department of Interior – Bureau of Reclamation (USBR) for three grant applications submitted in April 2016: 1) Drought Contingency Planning Grant; 2) Drought Resiliency Implementation Grant; and 3) Agricultural Water Conservation Grant; and
2. Authorize the General Manager to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

3. INFORMATIONAL ITEMS

A. FISCAL YEAR 2016/17 TEN YEAR CAPITAL IMPROVEMENT PLAN UPDATE

RECEIVE AND FILE INFORMATION ITEM

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

4. GENERAL MANAGER'S COMMENTS

- 5. **COMMITTEE MEMBER COMMENTS**
- 6. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
- 7. **ADJOURN**

*A Municipal Water District

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

Proofed by: SK

DECLARATION OF POSTING

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

for Stephanie Riley
April Woodruff

**CONSENT
ITEM**

1A



MINUTES

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

WEDNESDAY, MARCH 9, 2016
11:00 A.M.

COMMITTEE MEMBERS PRESENT

Steven J. Elie
Terry Catlin

COMMITTEE MEMBERS ABSENT

Gene Koopman, Chair

STAFF PRESENT

P Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Ernest Yeboah, Executive Manager of Operations/ Assistant General Manager
Kathleen Baxter, Contracts Administrator
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Sylvie Lee, Manager of Planning and Environmental Resources
Jason Gu, Grants Officer
David Mendez, Deputy Manager of Construction Management
Lisa Morgan-Perales, Senior Water Resources Analyst
Jeff Noelte, Manager of Technical Services
Peter Soelter, Senior Auditor
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
Jamal Zughbi, Senior Engineer/Project Manager P.E.
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Don Holder, Conserve, Inc.

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

CONSENT CALENDAR ITEMS

The Committee:

- ◆ Approved the Finance, Legal, and Administration Committee meeting minutes of February 10, 2016.
- ◆ Recommended that the Board approve the total disbursements for the month of January 2016, in the amount of \$8,807,661.98;

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

ACTION ITEMS

The Committee:

◆ **Recommended that the Board:**

1. **Adopt Resolution No. 2016-3-4, approving the use of the design-build method for project delivery; and**
2. **Adopt Resolution No. 2016-3-5, approving a Conflict of Interest Policy for design-build projects.**

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ **Recommended that the Board:**

1. **Approve the contract award for four 5-year term Master Contracts for fencing services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:**
 - **Ace Fence Company (Contract No. 4600002071)**
 - **Ferreira Construction Company, Inc. (Contract No. 4600002070)**
 - **Harris Steel Fence Company, Inc. (Contract No. 4600002068)**
 - **Moore Fence Company, Inc. (Contract No. 4600002066)**
2. **Authorize the General Manager to execute the contracts.**

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ **Recommended that the Board:**

1. **Approve the contract award for four 5-year term Master Contracts for asphalt services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:**
 - **EBS General Engineering, Inc. (Contract No. 4600002077)**
 - **G.M. Sager Construction Company, Inc. (Contract No. 4600002075)**
 - **Medina Construction (Contract No. 4600002076)**
 - **Terra Pave, Inc. (Contract No. 4600002067)**
2. **Authorize the General Manager to execute the contracts.**

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ **Recommended that the Board:**

1. **Approve the contract award for four 5-year term Master Contracts for roofing services, for the Agency's structures and facilities in the not-to-exceed amount of \$100,000 each, to the following:**
 - **Best Contracting Services, Inc. (Contract No. 4600002074)**
 - **Exbon Development, Inc. (Contract No. 4600002078)**
 - **Rite-Way Roof Corporation, Inc. (Contract No. 4600002065)**

- Tecta America Southern California, Inc. (Contract No. 4600002073)
- 2. Authorize the General Manager to execute the contracts.

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Approve Contract No. 4600002068 to West Valley Mosquito and Vector Control District (WVMVCD) establishing a two-year contract for midge fly sampling and control investigation services at various groundwater recharge sites for a not-to-exceed amount of \$280,000; and
2. Authorize the General Manager, or the designee, to execute the contract;

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Award a 15-month contract to ConServ Construction, Inc., for a not-to-exceed amount of \$300,000 to implement the Program; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Adopt the Recycled Water Policy Principles; and
2. Direct staff to develop a Regional Contract Amendment based on the Recycled Water Policy Principles;

as an Action Item on the March 16, 2016 Board meeting agenda.

◆ Recommended that the Board:

1. Adopt Resolution No. 2016-3-1, authorizing the General Manager to sign a Financial Assistance Agreement with State Water Resources Control Board (SWRCB) for a Planning Grant application through the Small Community Grant Program; and
2. Adopt Resolution No. 2016-3-2, dedicating certain revenues in connection with the Small Community Wastewater Grant Program and associated State Revolving Fund (SRF) loan financing;

as a Consent Calendar Item on the March 16, 2016 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ FY 2015/16 Second Quarter Budget Variance Report
- ◆ Treasurer's Report of Financial Affairs

GENERAL MANAGER'S COMMENTS

General Manager P. Joseph Grindstaff had no comments.

COMMITTEE MEMBER COMMENTS

There were no additional Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requests for future agenda items.

With no further business, Director Elie adjourned the meeting at 11:25 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: APRIL 13, 2016


**CONSENT
ITEM**


1B


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (4/13/16)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
#882 Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of February 2016, in the amount of \$10,070,905.37.

BACKGROUND

February disbursement activity includes vendor payments (check numbers 212550-212910) of \$5,058,437.77 and workers compensation payments (check numbers 04429-04461) of \$6,398.11. The total amount of ACH and wire transfer payments is \$5,004,002.50, which includes payroll taxes in the amount of \$660,497.45. The total employee pay was \$1,287,276.06. The total pay for the Board of Directors was \$3,048.80.

Payment Type		Transactions	Total Amount
Check	Vendors	361	5,058,437.77
	Workers-Comp	33	6,398.11
	Payroll-Directors'	3	2,066.99
	Payroll-Others	0	0
Subtotal Check		397	\$5,066,902.87
ACH		151	\$1,577,033.79
Wire Transfer	Payroll-Net Pay	2	1,287,276.06
	Payroll-Directors'	1	981.81
	Others	18	2,138,710.84
Subtotal Wires		21	\$3,426,968.71
TOTAL		569	\$10,070,905.37

Report on General Disbursements

April 20, 2016

Page 2

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

Vendor	Amount	Description
SWRCB	1,447,479.22	SRF Loan Install-RP1 Dewatering Facility
PERS	741,074.47	P/R 3 & 4 Contributions; 2/16 Health Ins
MWD	684,801.92	December 2015 Water Purchase
IRS	553,905.18	P/R 3 & 4 Taxes
THE AUSTIN CO	528,995.00	EN15008-Water Quality Lab - 10/1/15-12/22/15 Prof Srvc

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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

Check number	From to	Payment	Check date	Currency	Amount Paid (USD)	Merchant/Void Reason code	Expiry / Void
212550		2200072452	02/03/2016	USD	3,454.11	OFFICE DEPOT LOS ANGELES CA	02/08/2016
212551		2200072462	02/03/2016	USD	5,072.20	ONTARIO FIRE EXTINGUISHER CO ONTARIO CA	02/23/2016
212552		2200072453	02/03/2016	USD	527.49	PERKINELMER HEALTH SCIENCES INCHICAGO IL	02/08/2016
212553		2200072461	02/03/2016	USD	2,409.77	PEPE'S ROAD SERVICE FULLERTON CA	02/09/2016
212554		2200072489	02/03/2016	USD	1,412.79	PMC ENGINEERING LLC DANBURY CT	02/09/2016
212555		2200072463	02/03/2016	USD	14,337.65	POLYDYNE INC ATLANTA GA	02/08/2016
212556		2200072470	02/03/2016	USD	15,933.75	PROJECT PARTNERS INC LAGUNA HILLS CA	02/08/2016
212557		2200072454	02/03/2016	USD	2,075.63	RAMONA TIRE & SERVICE CENTERS HEMET CA	02/10/2016
212558		2200072455	02/03/2016	USD	245.50	RAYNE WATER CONDITIONING COVINA CA	02/08/2016
212559		2200072471	02/03/2016	USD	24,517.09	REF CONSULTING IRVINE CA	02/09/2016
212560		2200072451	02/03/2016	USD	740.00	RBM LOCK & KEY ONTARIO CA	02/16/2016
212561		2200072492	02/03/2016	USD	3,361.35	RHS INDUSTRIES BAKERSFIELD CA	02/10/2016
212562		2200072456	02/03/2016	USD	376.25	RMA GROUP RANCHO CUCAMONGA CA	02/22/2016
212563		2200072476	02/03/2016	USD	1,513.52	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	02/09/2016
212564		2200072457	02/03/2016	USD	14,773.85	ROYAL WHOLESAL ELECTRIC ORANGE CA	02/09/2016
212565		2200072479	02/03/2016	USD	1,851.06	RSD LAKE FOREST CA	02/08/2016
212566		2200072486	02/03/2016	USD	5,085.74	SIEMENS INDUSTRY INC CAROL STREAM IL	02/09/2016
212567		2200072458	02/03/2016	USD	175.22	SMART & FINAL LOS ANGELES CA	02/10/2016
212568		2200072487	02/03/2016	USD	7,350.29	SMITH PIPE & SUPPLY INC WESTLAKE VILLAGE CA	02/09/2016
212569		2200072478	02/03/2016	USD	102,822.34	STANTEC CONSULTING INC CHICAGO IL	02/09/2016
212570		2200072481	02/03/2016	USD	2,796.00	STARLIGHT EDUCATION INC NEWPORT BEACH CA	02/12/2016
212571		2200072475	02/03/2016	USD	1,033.93	SUPPORT PRODUCT SERVICES INC MURRIETA CA	02/17/2016
212572		2200072472	02/03/2016	USD	7,263.78	SYSTEMS SOURCE INC IRVINE CA	02/08/2016
212573		2200072460	02/03/2016	USD	140.10	TELL STEEL LONG BEACH CA	02/09/2016
212574		2200072465	02/03/2016	USD	3,992.56	THATCHER COMPANY OF CALIFORNIA SALT LAKE CITY UT	02/09/2016
212575		2200072494	02/03/2016	USD	50.00	THE SHREDDERS COMMERCE CA	02/10/2016
212576		2200072469	02/03/2016	USD	10,175.00	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	02/11/2016
212577		2200072495	02/03/2016	USD	9,500.00	TPC TRAINCO ENGLEWOOD CO	02/10/2016
212578		2200072466	02/03/2016	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	02/12/2016
212579		2200072488	02/03/2016	USD	3,018.00	TRICO CORPORATION PEWAUKEE WI	02/09/2016
212580		2200072491	02/03/2016	USD	7,930.00	TRIPLEI SMITH AND ASSOCIATES, IRVINE CA	02/09/2016
212581		2200072490	02/03/2016	USD	350.00	TRIPLEI SMITH AND ASSOCIATES ITUSTIN CA	02/23/2016
212582		2200072468	02/03/2016	USD	1,665.81	U S HOSS INC ONTARIO CA	02/10/2016
212583		2200072484	02/03/2016	USD	3,885.20	UNIVERSAL PROTECTION SERVICE PASADENA CA	02/08/2016
212584		2200072477	02/03/2016	USD	1,582.86	VALLEY COURIERS INC CALABASAS CA	02/10/2016
212585		2200072474	02/03/2016	USD	15,904.05	VIRAMONTES EXPRESS CORONA CA	02/10/2016
212586		2200072459	02/03/2016	USD	6,674.12	WAXIE SANITARY SUPPLY LOS ANGELES CA	02/09/2016
212587		2200072493	02/03/2016	USD	360.00	WEST COAST ADVISORS SACRAMENTO CA	02/25/2016
212588		2200072464	02/03/2016	USD	9,800.00	WESTERN ANALYTICAL LABORATORIECHINO CA	02/10/2016
212589		2200072473	02/03/2016	USD	4,227.71	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	02/10/2016
212590		2200072483	02/03/2016	USD	36,270.70	WESTIN ENGINEERING INC RANCHO CORDOVA CA	02/09/2016
212591		2200072485	02/03/2016	USD	540.00	WORKFORCE SAFETY MURRIETA CA	02/10/2016
212592		2200072506	02/04/2016	USD	2,622.75	AIRGAS WEST INC PASADENA CA	02/16/2016
212593		2200072532	02/04/2016	USD	827.40	ALTA FOODCRAFT COFFEE ORANGE CA	02/09/2016

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

Check number	Check date	City	Amount paid (USD)	Payee name	Payee address	Check date
212594	02/04/2016	USD	239.14	AMERICAN HERITAGE LIFE INSURANCE	DALLAS TX	02/17/2016
212595	02/04/2016	USD	3,140.00	RMP MECHANICAL INC	COSTA MESA CA	02/09/2016
212596	02/04/2016	USD	61,263.53	ARCADIS U.S., INC.	HIGHLANDS RANCH CO	02/09/2016
212597	02/04/2016	USD	270.00	BABCOCK LABORATORIES, INC	RIVERSIDE CA	02/11/2016
212598	02/04/2016	USD	300.00	BALDOWING, ANTONIO	CHINO HILLS CA	02/09/2016
212599	02/04/2016	USD	932.04	BEAR STATE PUMP & EQUIPMENT	COONTARIO CA	02/10/2016
212600	02/04/2016	USD	5,500.00	BIOENERGY ASSOCIATION OF CALIF	FALBANY CA	02/10/2016
212601	02/04/2016	USD	302.40	BOUGHAN, ARIN	CHINO HILLS CA	02/08/2016
212602	02/04/2016	USD	975.00	BUILDING BLOCK ENTERTAINMENT	WOODLAND HILLS CA	02/08/2016
212603	02/04/2016	USD	164.00	CALIF WATER ENVIRONMENT ASSOC	OAKLAND CA	02/10/2016
212604	02/04/2016	USD	6,000.00	CALIFORNIA WATER TECHNOLOGIES	PASADENA CA	02/09/2016
212605	02/04/2016	USD	6,329.53	CALIFORNIA WATER TECHNOLOGIES	PASADENA CA	02/12/2016
212606	02/04/2016	USD	194.24	CAMACHO, MICHAEL	CHINO HILLS CA	02/17/2016
212607	02/04/2016	USD	16,233.06	CHAROLO ENGINEERS	SACRAMENTO CA	02/11/2016
212608	02/04/2016	USD	480.00	CHINO BASIN WATER CONSERVATION	MONTCLAIR CA	02/11/2016
212609	02/04/2016	USD	1,250.00	CHINO HILLS HIGH SCHOOL	CHINO HILLS CA	02/08/2016
212610	02/04/2016	USD	7,395.81	CINTAS CORPORATION	LOC#150 PHOENIX AZ	02/09/2016
212611	02/04/2016	USD	75.07	CINTAS CORPORATION	LOC#150 PHOENIX AZ	02/09/2016
212612	02/04/2016	USD	373.00	CITY EMPLOYEES ASSOCIATES	LONG BEACH CA	02/08/2016
212613	02/04/2016	USD	2.12	CITY OF CHINO	CHINO CA	02/11/2016
212614	02/04/2016	USD	8,112.97	CITY OF ONTARIO	ONTARIO CA	02/11/2016
212615	02/04/2016	USD	7,219.00	CIVIC PUBLICATIONS INC	LA VERNE CA	02/09/2016
212616	02/04/2016	USD	572.55	COLONIAL LIFE & ACCIDENT	INSURANCE CO	02/09/2016
212617	02/04/2016	USD	25,021.50	COMPUTER INTELLIGENCE ASSOCIATES	POTOMAC MD	02/12/2016
212618	02/04/2016	USD	378.25	CRB SECURITY SOLUTIONS	WESTMINSTER CA	02/17/2016
212619	02/04/2016	USD	488.98	CUCAMONGA VALLEY WATER DISTRICT	ANGELES CA	02/09/2016
212620	02/04/2016	USD	2,000.00	CUCAMONGA VALLEY WATER DISTRICT	CRANCHO CUCAMONGA CA	02/22/2016
212621	02/04/2016	USD	13,336.17	D & H WATER SYSTEMS INC	OCEANSIDE CA	02/11/2016
212622	02/04/2016	USD	2,383.62	ELECTRO-CHEMICAL DEVICES, INC	ANAHEIM CA	02/09/2016
212623	02/04/2016	USD	48.06	ELFE, STEVE	CHINO HILLS CA	02/17/2016
212624	02/04/2016	USD	195.00	EUROFINS EATON ANALYTICAL, INC	INGRAPEVINE TX	02/09/2016
212625	02/04/2016	USD	300.00	FAKWEATHER, DAVID	UPLAND CA	02/10/2016
212626	02/04/2016	USD	493.66	FONTANA WATER COMPANY	FONTANA CA	02/10/2016
212627	02/04/2016	USD	1,876.15	FRANCHISE TAX BOARD	SACRAMENTO CA	02/19/2016
212628	02/04/2016	USD	108.00	FRESQUEZ, ADRIAN	CHINO HILLS CA	02/12/2016
212629	02/04/2016	USD	480.67	GARDNER DENVER NASH LLC	ST LOUIS MO	02/08/2016
212630	02/04/2016	USD	7,888.41	GRAINGER	PALATINE IL	02/09/2016
212631	02/04/2016	USD	30.00	GU, JASON	CHINO HILLS CA	02/18/2016
212632	02/04/2016	USD	12,676.59	HACH COMPANY	CHICAGO IL	02/09/2016
212633	02/04/2016	USD	1,084.94	HALL, JASMIN	CHINO HILLS CA	02/08/2016
212634	02/04/2016	USD	270.49	HARRINGTON INDUSTRIAL PLASTICS	CHINO CA	02/09/2016
212635	02/04/2016	USD	129.66	HOME DEPOT CREDIT SERVICES	DES MOINES IA	02/09/2016
212636	02/04/2016	USD	186.00	IIECA EMPLOYEES' ASSOCIATION	CHINO HILLS CA	02/16/2016
212637	02/04/2016	USD	66.00	INLAND EMPIRE UNITED WAY	RANCHO CUCAMONGA CA	02/11/2016

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

ONTARIO CA 917610000

CITIZENS BUSINESS BANK
 231167661

Bank CBB
 Bank Key 122334149
 Acct number CHECK

Check Number	From to	Payment	Prct date	City	Amount paid (USD)	Re-ipt/pt/adv/adv/veasem code	Enc. / Prct
212638		2200072524	02/04/2016	USD	130.00	INSTITUTE OF INTERNAL AUDITORS RIVERSIDE CA	02/18/2016
212639		2200072507	02/04/2016	USD	376.96	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	02/10/2016
212640		2200072502	02/04/2016	USD	358.68	JOHNSON POWER SYSTEMS LOS ANGELES CA	02/09/2016
212641		2200072577	02/04/2016	USD	17.50	GONES, KYLE CHINO HILLS CA	03/02/2016
212642		2200072514	02/04/2016	USD	291.60	KONICA MINOLTA PASADENA CA	02/09/2016
212643		2200072570	02/04/2016	USD	329.80	LEGALSHIELD ADA OK	02/10/2016
212644		2200072567	02/04/2016	USD	144.40	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	02/11/2016
212645		2200072569	02/04/2016	USD	23,614.37	LINCOLN LIFE-TERM LIFE CHICAGO IL	02/16/2016
212646		2200072585	02/04/2016	USD	464.93	MATHIS, ALMA UPLAND CA	02/17/2016
212647		2200072538	02/04/2016	USD	36,245.44	MICROAGE PHOENIX AZ	02/09/2016
212648		2200072516	02/04/2016	USD	39.36	MIDPOINT BEARING ONTARIO CA	02/08/2016
212649		2200072511	02/04/2016	USD	1,114.40	MISCO WATER FOOHILL RANCH CA	02/24/2016
212650		2200072546	02/04/2016	USD	54.51	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	02/08/2016
212651		2200072520	02/04/2016	USD	1,946.40	PALM AUTO DETAIL INC COLTON CA	02/10/2016
212652		2200072580	02/04/2016	USD	46.00	PEREZ, HARRY CHINO HILLS CA	02/11/2016
212653		2200072565	02/04/2016	USD	70.98	PERE'S LONG TERM CARE PROGRAM PASADENA CA	02/10/2016
212654		2200072575	02/04/2016	USD	572.40	ROBISON, JOHN CHINO HILLS CA	02/09/2016
212655		2200072518	02/04/2016	USD	675.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	02/10/2016
212656		2200072549	02/04/2016	USD	40,223.92	SO CALIF EDISON ROSEMEAD CA	02/10/2016
212657		2200072586	02/04/2016	USD	2,000.00	STRICKLAND, HOLLY RANCHO CUCAMONGA CA	02/10/2016
212658		2200072525	02/04/2016	USD	528,995.00	THE AUSTIN COMPANY CLEVELAND OH	02/10/2016
212659		2200072517	02/04/2016	USD	40.00	THREE VALLEYS MWD CLAREMONT CA	02/08/2016
212660		2200072562	02/04/2016	USD	246.51	US DEPARTMENT OF EDUCATION ATLANTA GA	02/10/2016
212661		2200072542	02/04/2016	USD	238.50	V3IT CONSULTING INC NAPERVILLE IL	02/09/2016
212662		2200072579	02/04/2016	USD	229.99	VANBREUKLEN, ALBERT CHINO HILLS CA	02/11/2016
212663		2200072548	02/04/2016	USD	1,056.58	VERIZON CALIFORNIA DALLAS TX	02/11/2016
212664		2200072551	02/04/2016	USD	204.99	VERIZON COMMUNICATIONS DALLAS TX	02/11/2016
212665		2200072531	02/04/2016	USD	7,480.00	WORKFORCE SAFETY MURRIETA CA	02/10/2016
212666		2200072533	02/04/2016	USD	4,488.75	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	02/10/2016
212667		2200072608	02/04/2016	USD	350.00	AGUILAR, JOSHUA CHINO HILLS CA	02/10/2016
212668		2200072611	02/04/2016	USD	350.00	ALMASRI, ADHAM CHINO HILLS CA	02/16/2016
212669		2200072605	02/04/2016	USD	311.28	ALVARADO, ROSEMARY CHINO HILLS CA	02/09/2016
212670		2200072606	02/04/2016	USD	266.37	ARGUELLES, ALEX CHINO HILLS CA	02/17/2016
212671		2200072592	02/04/2016	USD	584.33	BUTTERFIELD RANCH ELEMENTARY SCHINO HILLS CA	02/10/2016
212672		2200072600	02/04/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	02/10/2016
212673		2200072604	02/04/2016	USD	48.00	CHENG, TINA CHINO HILLS CA	02/05/2016
212674		2200072593	02/04/2016	USD	871.21	CINTAS CORPORATION LOC#150 PHOENIX AZ	02/11/2016
212675		2200072609	02/04/2016	USD	149.00	ELEBY, CRYSTAL CHINO HILLS CA	02/05/2016
212676		2200072594	02/04/2016	USD	1,024.00	KINETIC PERSONNEL GROUP, INC RIVERSIDE CA	03/07/2016
212677		2200072601	02/04/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	02/09/2016
212678		2200072610	02/04/2016	USD	350.00	MORSE, TINA CHINO HILLS CA	02/12/2016
212679		2200072614	02/04/2016	USD	298.00	NANGIA, SAFNA CHINO HILLS CA	02/11/2016
212680		2200072612	02/04/2016	USD	14.04	O'BRIEN, MICHELLE CHINO HILLS CA	03/07/2016
212681		2200072613	02/04/2016	USD	350.00	ORTIZ, BRIAN CHINO HILLS CA	02/12/2016

Bank CBB CITIZENS BUSINESS BANK
Bank Key 122234149
Acct number CHECK 231167641

ONTARIO CA 9:7610000

Check	Check number	Term	Paym't	Post Date	City	Amount Paid (00)	Recipient/Invoice Reason Code	Emcr./void
212682	2200072607		02/04/2016	USD	OSBORN, RICHARD CHINO HILLS CA	350.00		02/11/2016
212683	2200072603		02/04/2016	USD	ROSALES, TIMOTED CHINO HILLS CA	249.99		02/08/2016
212684	2200072602		02/04/2016	USD	SKINNER, JOHN CHINO HILLS CA	350.00		02/17/2016
212685	2200072596		02/04/2016	USD	11.550.17 SO CALIF EDISON ROSEMEAD CA			02/10/2016
212686	2200072597		02/04/2016	USD	615.81 SO CALIF GAS MONTEREY PARK CA			02/17/2016
212687	2200072588		02/04/2016	USD	258.00 UNDERGROUND SERVICE ALERT/SC CORONA CA			02/11/2016
212688	2200072590		02/04/2016	USD	5,225.73 VERIZON WIRELESS DALLAS TX			02/10/2016
212689	2200072589		02/04/2016	USD	7.92 NAIL STREET JOURNAL CHICOPEE MA			02/10/2016
212690	2200072591		02/04/2016	USD	170.00 WATER AND WASTEWATER JOBS LAKELAND FL			03/08/2016
212691	2200072654		02/11/2016	USD	3,486.03 WORLDWIDE EXPRESS ALBANY NY			02/10/2016
212692	2200072678		02/11/2016	USD	201.47 ACCUSTANDARD INC NEW HAVEN CT			02/19/2016
212693	2200072678		02/11/2016	USD	490.00 ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA			02/22/2016
212694	2200072648		02/11/2016	USD	2,098.86 AIRGAS WEST INC PASADENA CA			02/24/2016
212695	2200072689		02/11/2016	USD	2,625.00 ALS ENVIRONMENTAL DALLAS TX			02/18/2016
212696	2200072683		02/11/2016	USD	1,539.66 AUTOZONE INC ATLANTA GA			02/16/2016
212697	2200072666		02/11/2016	USD	331.24 BAVCO LONG BEACH CA			02/18/2016
212698	2200072658		02/11/2016	USD	1,961.00 BRAGG CRANE SERVICE LONG BEACH CA			02/18/2016
212699	2200072641		02/11/2016	USD	531.85 BRITHNEE ELECTRIC COLTON CA			02/17/2016
212700	2200072653		02/11/2016	USD	110.00 CALL SOCIETY OF MUNICIPAL SACRAMENTO CA			03/01/2016
212701	2200072685		02/11/2016	USD	4,050.00 CALIFORNIA HAZARDOUS SERVICES SANTA ANA CA			02/17/2016
212702	2200072685		02/11/2016	USD	12,407.03 CALIFORNIA WATER TECHNOLOGIES, PASADENA CA			02/17/2016
212703	2200072656		02/11/2016	USD	167.71 CALOLYMPIC SAFETY CORONA CA			02/18/2016
212704	2200072662		02/11/2016	USD	186.30 CASAC ENGINEERING AND CONSULTING COLTON CA			02/19/2016
212705	2200072673		02/11/2016	USD	3,311.89 CINTAS CORPORATION LOC#150 PHOENIX AZ			02/16/2016
212706	2200072691		02/11/2016	USD	3,005.11 CITY OF CHINO CHINO CA			02/16/2016
212707	2200072642		02/11/2016	USD	1,069.86 COLE FARMER INSTRUMENT CO CHICAGO IL			02/17/2016
212708	2200072680		02/11/2016	USD	77,068.37 CONSERV CONSTRUCTION INC MURRIETA CA			02/18/2016
212709	2200072690		02/11/2016	USD	183,779.40 CONSERVE LANDCARE INC THOUSAND PALMS CA			02/22/2016
212710	2200072643		02/11/2016	USD	560.36 DAVALOK COMPANY, THE LOS ANGELES CA			02/19/2016
212711	2200072679		02/11/2016	USD	563.08 DAVID WHEELER'S PEST CONTROL, NORCO CA			02/18/2016
212712	2200072675		02/11/2016	USD	837.00 DESIGNWORX PACKAGING LAKE FOREST CA			02/17/2016
212713	2200072670		02/11/2016	USD	155.49 DETECTION INSTRUMENTS CORP PHOENIX AZ			03/02/2016
212714	2200072682		02/11/2016	USD	1,902.23 ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA			02/17/2016
212715	2200072698		02/11/2016	USD	8,403.00 ENVIRONMENTAL DEVELOPMENT DEPARTMSACRAMENTO CA			02/17/2016
212716	2200072655		02/11/2016	USD	286.00 ENVIRONMENTAL CONSULTING & TESSUPERIOR WI			03/02/2016
212717	2200072681		02/11/2016	USD	130.00 EUROPTONS EATON ANALYTICAL, INCGRAPVINE TX			02/17/2016
212718	2200072660		02/11/2016	USD	1,454.23 EXPRESS PIPE & SUPPLY INC ANAHEIM CA			02/18/2016
212719	2200072645		02/11/2016	USD	2,009.78 FISHER SCIENTIFIC LOS ANGELES CA			02/16/2016
212720	2200072664		02/11/2016	USD	1,175.00 GOLDEN STATE LABOR COMPLIANCE PALMDALE CA			02/16/2016
212721	2200072651		02/11/2016	USD	257.83 GRAINGER PALMATE IL			03/03/2016
212722	2200072653		02/11/2016	USD	3,100.57 HACH COMPANY CHICAGO IL			02/17/2016
212723	2200072646		02/11/2016	USD	751.43 HARRINGTON INDUSTRIAL PLASTICSCHINO CA			02/18/2016
212724	2200072688		02/11/2016	USD	4,062.20 HEIDER INSPECTION GROUP ONTARIO CA			03/01/2016
212725	2200072647		02/11/2016	USD	881.02 HOME DEPOT CREDIT SERVICES DES MOINES IA			02/22/2016

Check Register

ONTARIO CA 917610000

CITIZENS BUSINESS BANK

CBB
 122234149
 CHECK

231167641

Bank
 Chino, CA
 Company code 1000

Check number	From to	Payment	Enter date	Cncy.	Amount paid (USD)	Remittance/void reason: etc%	Enter date
212726		2200072697	02/11/2016	USD	12.00	IRDA EMPLOYEES' ASSOCIATION CHINO HILLS CA	02/18/2016
212727		2200072668	02/11/2016	USD	6,601.58	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	02/22/2016
212728		2200072672	02/11/2016	USD	4,569.75	INTEGRATED DESIGN SERVICES INCIRVINE CA	02/29/2016
212729		2200072650	02/11/2016	USD	158.98	INTERSTATE BATTERY SYSTEM ALFA LOMA CA	02/12/2016
212730		2200072702	02/11/2016	USD	1,011.99	JONES, KYLE CHINO HILLS CA	02/17/2016
212731		2200072669	02/11/2016	USD	353.75	KAESER COMPRESSORS FREDERICKSBURG VA	02/24/2016
212732		2200072700	02/11/2016	USD	82.94	LACEY, STEVEN CHINO HILLS CA	02/17/2016
212733		2200072676	02/11/2016	USD	12,000.00	LAWAR ADVERTISING LOMA LINDA CA	02/19/2016
212734		2200072687	02/11/2016	USD	32,553.40	LINDSAY ENGINEERING, INC. CAVARILLO CA	02/17/2016
212735		2200072686	02/11/2016	USD	68.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	02/17/2016
212736		2200072657	02/11/2016	USD	1,104.91	MCMASTER-CARR SUPPLY CO CHICAGO IL	02/17/2016
212737		2200072684	02/11/2016	USD	5,845.00	MICROAGE PHOENIX AZ	02/17/2016
212738		2200072659	02/11/2016	USD	1,328.38	MIDPOINT BEARING ONTARIO CA	02/16/2016
212739		2200072652	02/11/2016	USD	1,517.30	MISCO WATER FOOTHILL RANCH CA	02/24/2016
212740		2200072649	02/11/2016	USD	43.29	M-SSION REPROGRAPHICS RIVERSIDE CA	02/22/2016
212741		2200072661	02/11/2016	USD	125.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	02/17/2016
212742		2200072665	02/11/2016	USD	17,000.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	02/19/2016
212743		2200072644	02/11/2016	USD	237.15	OFFICE DEPOT LOS ANGELES CA	02/16/2016
212744		2200072692	02/11/2016	USD	3,203.96	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	02/16/2016
212745		2200072699	02/11/2016	USD	428.70	PACE, BRIAN CHINO HILLS CA	03/02/2016
212746		2200072694	02/11/2016	USD	1,779.95	SO CALIF EDISON ROSEMEAD CA	02/17/2016
212747		2200072671	02/11/2016	USD	190.00	SOCIETY FOR HUMAN RESOURCE MGBALTIMORE MD	02/19/2016
212748		2200072695	02/11/2016	USD	905.56	TIME WARNER TELECOM DENVER CO	02/16/2016
212749		2200072701	02/11/2016	USD	792.15	TRAGOTT, JEFF CHINO HILLS CA	02/23/2016
212750		2200072674	02/11/2016	USD	26,237.68	U S BANK ST LOUIS MO	02/17/2016
212751		2200072677	02/11/2016	USD	7,284.08	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	02/16/2016
212752		2200072693	02/11/2016	USD	817.68	VERIZON CALIFORNIA DALLAS TX	02/17/2016
212753		2200072696	02/11/2016	USD	185.75	VERIZON COMMUNICATIONS DALLAS TX	02/17/2016
212754		2200072732	02/18/2016	USD	2,431.69	ALRGAS WEST INC PASADENA CA	03/01/2016
212755		2200072783	02/18/2016	USD	50,394.62	ALLISON MECHANICAL, INC. REDLANDS CA	02/24/2016
212756		2200072785	02/18/2016	USD	3,842.93	ALTA PACIFIC BANK TEMECULA CA	02/25/2016
212757		2200072741	02/18/2016	USD	136.92	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	02/23/2016
212758		2200072774	02/18/2016	USD	1,439.31	BAM GRAPHICS N LAS VEGAS NV	02/23/2016
212759		2200072744	02/18/2016	USD	338.90	BATTERY SPECIALITIES COSTA MESA CA	03/02/2016
212760		2200072793	02/18/2016	USD	8,141.56	BURRTEC WASTE INDUSTRIES INC FONTANA CA	02/25/2016
212761		2200072749	02/18/2016	USD	23,539.74	CALIF URBAN WATER CONSERVATIONSSACRAMENTO CA	03/02/2016
212762		2200072740	02/18/2016	USD	328.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	02/26/2016
212763		2200072781	02/18/2016	USD	6,210.63	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	02/22/2016
212764		2200072800	02/18/2016	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	02/23/2016
212765		2200072757	02/18/2016	USD	143.46	CHINO VALLEY UNIFIED SCHOOL DECHINO CA	02/25/2016
212766		2200072768	02/18/2016	USD	4,531.38	CINTAS CORPORATION LOC#150 PHOENIX AZ	02/25/2016
212767		2200072799	02/18/2016	USD	394.00	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	03/08/2016
212768		2200072739	02/18/2016	USD	287,540.00	CITY OF RANCHO CUCAMONGA RANCHO CUCAMONGA CA	02/25/2016
212769		2200072727	02/18/2016	USD	64.58	CITY RENTALS INC ONTARIO CA	02/25/2016

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA	917610000				
Bank Key	122234149							
Acct number	CHECK	231167641						
Check	Payment	Amount	Check #	Check Date	City	Amount Paid (USD)	Register/void reason code	Exec /void
212770	2200072786	1,200.00	02/18/2016	USD	1,200.00	CPC SYSTEMS INC IRVINDALE CA	03/11/2016	
212771	2200072782	1,284.60	02/18/2016	USD	1,284.60	D & H WATER SYSTEMS INC OCEANSIDE CA	02/29/2016	
212772	2200072769	125.00	02/18/2016	USD	125.00	DAVE'S PLUMBING CHINO HILLS CA	03/01/2016	
212773	2200072775	1,050.00	02/18/2016	USD	1,050.00	DAVID WHEELER'S PEST CONTROL, NORCO CA	02/24/2016	
212774	2200072763	29,225.37	02/18/2016	USD	29,225.37	DAVIS ELECTRIC INC YUCAIPA CA	02/23/2016	
212775	2200072761	927.05	02/18/2016	USD	927.05	BELL SERVICE SALES OAKLAND CA	02/22/2016	
212776	2200072756	26,427.30	02/18/2016	USD	26,427.30	DUDEK & ASSOCIATES INC ENCINITAS CA	02/26/2016	
212777	2200072779	115.62	02/18/2016	USD	115.62	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	02/23/2016	
212778	2200072778	8,745.00	02/18/2016	USD	8,745.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	02/23/2016	
212779	2200072728	578.74	02/18/2016	USD	578.74	FISHER SCIENTIFIC LOS ANGELES CA	02/22/2016	
212780	2200072748	982.91	02/18/2016	USD	982.91	FLORENCE FILTER CORP COMPTON CA	02/29/2016	
212781	2200072780	500.00	02/18/2016	USD	500.00	FONTANA UNIFIED SCHOOL DISTRICTONTANA CA	02/29/2016	
212782	2200072798	1,876.15	02/18/2016	USD	1,876.15	FRANCHISE TAX BOARD SACRAMENTO CA	02/29/2016	
212783	2200072737	152.12	02/18/2016	USD	152.12	GENERAL BOTTLE INC LOS ANGELES CA	02/24/2016	
212784	2200072734	2,299.53	02/18/2016	USD	2,299.53	GRAINGER PALATINE IL	02/23/2016	
212785	2200072729	2,325.62	02/18/2016	USD	2,325.62	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	02/24/2016	
212786	2200072746	1,514.37	02/18/2016	USD	1,514.37	HAWTHORNE LIFT SYSTEMS LOS ANGELES CA	02/24/2016	
212787	2200072730	829.66	02/18/2016	USD	829.66	HOME DEPOT CREDIT SERVICES DES MOINES IA	02/24/2016	
212788	2200072795	186.00	02/18/2016	USD	186.00	IEUA EMPLOYERS' ASSOCIATION CHINO HILLS CA	02/25/2016	
212789	2200072796	66.00	02/18/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	02/25/2016	
212790	2200072767	3,088.19	02/18/2016	USD	3,088.19	INTEGRATED DESIGN SERVICES INCIRVINE CA	02/25/2016	
212791	2200072733	298.08	02/18/2016	USD	298.08	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	02/29/2016	
212792	2200072745	5,538.26	02/18/2016	USD	5,538.26	J F SHEA CONSTRUCTION INC WALNUT CA	02/23/2016	
212793	2200072731	139,779.29	02/18/2016	USD	139,779.29	J R FILANG CONSTRUCTION CO. INCESCONDIDO CA	02/23/2016	
212794	2200072804	1,047.83	02/18/2016	USD	1,047.83	JOHNSON, LINDA CHINO HILLS CA	02/22/2016	
212795	2200072766	18,881.64	02/18/2016	USD	18,881.64	KAESER COMPRESSORS FREDERICKSBURG VA	02/23/2016	
212796	2200072743	2,705.41	02/18/2016	USD	2,705.41	KONICA MINOLTA PASADENA CA	02/23/2016	
212797	2200072742	205.99	02/18/2016	USD	205.99	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	02/24/2016	
212798	2200072735	142.67	02/18/2016	USD	142.67	LOS ANGELES TIMES PHOENIX AZ	02/24/2016	
212799	2200072760	880.55	02/18/2016	USD	880.55	LJDECA INC MIAMI FL	02/24/2016	
212800	2200072801	288.00	02/18/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	02/23/2016	
212801	2200072773	6,092.00	02/18/2016	USD	6,092.00	MARS ENVIRONMENTAL INC ANAHEIM CA	02/26/2016	
212802	2200072747	51.72	02/18/2016	USD	51.72	MCMASTER-CARR SUPPLY CO CHICAGO IL	02/25/2016	
212803	2200072777	1,165.86	02/18/2016	USD	1,165.86	MERCER RUBBER CO HAUPPAUGE NY	02/25/2016	
212804	2200072750	393.33	02/18/2016	USD	393.33	MIDPOINT BEARING ONTARIO CA	02/22/2016	
212805	2200072765	100,816.92	02/18/2016	USD	100,816.92	MIKE RUBALO CONSTRUCTION CO INBALDWIN PARK CA	02/23/2016	
212806	2200072738	8,000.00	02/18/2016	USD	8,000.00	MOODY'S INVESTORS SERVICE ATLANTA GA	02/24/2016	
212807	2200072759	1,445.00	02/18/2016	USD	1,445.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	02/26/2016	
212808	2200072770	691.19	02/18/2016	USD	691.19	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	02/25/2016	
212809	2200072787	4,236.50	02/18/2016	USD	4,236.50	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	02/23/2016	
212810	2200072752	296.55	02/18/2016	USD	296.55	ONTARIO-MONTCLAIR SCHOOL DISTONTARIO CA	03/11/2016	
212811	2200072802	53.48	02/18/2016	USD	53.48	PENMAN, DAVID CHINO HILLS CA	02/29/2016	
212812	2200072751	419.39	02/18/2016	USD	419.39	RED WING SHOE STORE UPLAND CA	02/24/2016	
212813	2200072771	252.03	02/18/2016	USD	252.03	RUTAN & TUCKER LLP COSTA MESA CA	02/23/2016	

Check Register

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA	917610000			
Bank Key	122234149						
Acct number	CHECK	231167641					
Check	Check number from 50	Payment	Post date	Currency	Amount paid (USD)	RECIPIENT/VOID REASON CODE	DATE / VOID
212814	2200072754		02/18/2016	USD	5,450.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	02/29/2016
212815	2200072794		02/18/2016	USD	276.72	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	02/24/2016
212816	2200072776		02/18/2016	USD	7,377.24	SINNOTT, FUEBLA, CAMPAGNE & CULOS ANGELES CA	02/24/2016
212817	2200072789		02/18/2016	USD	77,261.33	SO CALIF EDISON ROSEMEAD CA	02/23/2016
212818	2200072790		02/18/2016	USD	4,323.34	SO CALIF GAS MONTEREY PARK CA	03/03/2016
212819	2200072764		02/18/2016	USD	1,447,479.22	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	02/29/2016
212820	2200072784		02/18/2016	USD	76,912.00	TECHNICAL SYSTEMS INC LYNNWOOD WA	02/24/2016
212821	2200072772		02/18/2016	USD	1,500.00	TOTALFUNDS BY HASLER TAMPA FL	02/26/2016
212822	2200072758		02/18/2016	USD	680.30	U S BANK NA MINNEAPOLIS MN	02/24/2016
212823	2200072755		02/18/2016	USD	3,081.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	02/22/2016
212824	2200072797		02/18/2016	USD	246.51	US DEPARTMENT OF EDUCATION ATLANTA GA	02/24/2016
212825	2200072792		02/18/2016	USD	439.91	VERIZON BUSINESS DALLAS TX	02/23/2016
212826	2200072788		02/18/2016	USD	4,608.66	VERIZON CALIFORNIA DALLAS TX	02/25/2016
212827	2200072791		02/18/2016	USD	784.41	VERIZON COMMUNICATIONS DALLAS TX	02/25/2016
212828	2200072753		02/18/2016	USD	10,784.04	VERIZON WIRELESS DALLAS TX	02/25/2016
212829	2200072736		02/18/2016	USD	235.00	WATER ENVIRONMENT FEDERATION BOSTON MA	02/23/2016
212830	2200072762		02/18/2016	USD	1,539.21	WORLDWIDE EXPRESS ALBANY NY	02/23/2016
212831	2200072803		02/18/2016	USD	1,396.78	ZIEGENBEIN, JEFF CHINO HILLS CA	02/25/2016
212832	2200072874		02/25/2016	USD	9,422.52	ACCURATE AIR ENGINEERING INC CERRITOS CA	03/02/2016
212833	2200072958		02/25/2016	USD	6,439.14	AIRGAS WEST INC PASADENA CA	03/07/2016
212834	2200072992		02/25/2016	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	03/02/2016
212835	2200072995		02/25/2016	USD	1,164.61	ASAP INDUSTRIAL SUPPLY FONTANA CA	03/02/2016
212836	2200072984		02/25/2016	USD	220.00	ATWAA INC CALABASAS CA	03/03/2016
212837	2200072998		02/25/2016	USD	1,101.54	AUTOZONE INC ATLANTA GA	03/01/2016
212838	2200072993		02/25/2016	USD	1,213.70	BIOTAGE LLC PHILADELPHIA PA	03/02/2016
212839	2200073010		02/25/2016	USD	172.23	BREIG, ANNA VICTORVILLE CA	03/02/2016
212840	2200072949		02/25/2016	USD	10,217.39	BRITHINEE ELECTRIC COLTON CA	03/04/2016
212841	2200072977		02/25/2016	USD	98.77	BURNEIT PHOTOGRAPHY RIALTO CA	03/01/2016
212842	2200073003		02/25/2016	USD	14,134.81	BUSINESS CARD WILMINGTON DE	03/01/2016
212843	2200072996		02/25/2016	USD	5,715.00	C BELOW INC CHINO CA	03/01/2016
212844	2200072969		02/25/2016	USD	328.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	03/08/2016
212845	2200073000		02/25/2016	USD	9,502.16	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	02/29/2016
212846	2200072970		02/25/2016	USD	1,197.11	CHINO BASIN WATER CONSERVATIONMONTCLAIR CA	03/04/2016
212847	2200072950		02/25/2016	USD	995.00	CITY RENTALS INC ONTARIO CA	03/02/2016
212848	2200072991		02/25/2016	USD	375.00	DAVE'S PLUMBING CHINO HILLS CA	03/04/2016
212849	2200072994		02/25/2016	USD	1,013.08	DAVID WHEELER'S PEST CONTROL, NORCO CA	03/02/2016
212850	2200072997		02/25/2016	USD	1,695.00	EUROFINS EATON ANALYTICAL, INGRAPEVINE TX	03/09/2016
212851	2200073002		02/25/2016	USD	42,115.14	FERREKA COASTAL CONSTRUCTION BRANCHBURG NJ	03/01/2016
212852	2200072952		02/25/2016	USD	5,219.27	FISHER SCIENTIFIC LOS ANGELES CA	02/29/2016
212853	2200072953		02/25/2016	USD	1,309.60	FLO SYSTEMS INC BURBANK CA	03/02/2016
212854	2200072978		02/25/2016	USD	557.43	FLORENCE FILTER CORP COMPTON CA	03/07/2016
212855	2200072968		02/25/2016	USD	170.50	FONTANA HERALD NEWS FONTANA CA	03/02/2016
212856	2200073008		02/25/2016	USD	1,144.84	FOUNDATION HA ENERGY GENERATION SAN FRANCISCO CA	03/11/2016
212857	2200072963		02/25/2016	USD	6,714.24	GRAINGER PALATINE IL	03/01/2016

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
Bank Key	122234149		
Acct number	CHECK		
212858	2200072985	02/25/2016	USD
212859	2200072954	02/25/2016	USD
212860	2200073013	02/25/2016	USD
212861	2200072955	02/25/2016	USD
212862	2200073011	02/25/2016	USD
212863	2200073014	02/25/2016	USD
212864	2200072980	02/25/2016	USD
212865	2200073009	02/25/2016	USD
212866	2200072988	02/25/2016	USD
212867	2200072990	02/25/2016	USD
212868	2200072986	02/25/2016	USD
212869	2200072961	02/25/2016	USD
212870	2200072971	02/25/2016	USD
212871	2200072973	02/25/2016	USD
212872	2200072972	02/25/2016	USD
212873	2200072965	02/25/2016	USD
212874	2200072976	02/25/2016	USD
212875	2200072979	02/25/2016	USD
212876	2200073012	02/25/2016	USD
212877	2200072959	02/25/2016	USD
212878	2200072989	02/25/2016	USD
212879	2200072951	02/25/2016	USD
212880	2200072982	02/25/2016	USD
212881	2200073005	02/25/2016	USD
212882	2200073015	02/25/2016	USD
212883	2200072960	02/25/2016	USD
212884	2200072962	02/25/2016	USD
212885	2200072956	02/25/2016	USD
212886	2200073004	02/25/2016	USD
212887	2200072957	02/25/2016	USD
212888	2200073007	02/25/2016	USD
212889	2200072966	02/25/2016	USD
212890	2200072975	02/25/2016	USD
212891	2200072964	02/25/2016	USD
212892	2200072999	02/25/2016	USD
212893	2200073001	02/25/2016	USD
212894	2200072981	02/25/2016	USD
212895	2200072987	02/25/2016	USD
212896	2200073006	02/25/2016	USD
212897	2200072983	02/25/2016	USD
212898	2200072967	02/25/2016	USD
212899	2200073018	02/25/2016	USD
212900	2200073017	02/25/2016	USD
212901	2200073019	02/25/2016	USD

Check Number From ID	Payment	Post date	Currency	Amount Paid (FC)	Beneficiary / Vendor / Reason Code	Bank / Date
212858	2200072985	02/25/2016	USD	59,342.68	HACH COMPANY CHICAGO IL	03/01/2016
212859	2200072954	02/25/2016	USD	7,595.58	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	03/01/2016
212860	2200073013	02/25/2016	USD	459.46	HOBBS, DIANA APPLE VALLEY CA	03/03/2016
212861	2200072955	02/25/2016	USD	1,101.20	HOME DEPOT CREDIT SERVICES DES MOINES IA	03/03/2016
212862	2200073011	02/25/2016	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	03/03/2016
212863	2200073014	02/25/2016	USD	27.00	HOUZHAN, JESSE D CHINO HILLS CA	03/01/2016
212864	2200072980	02/25/2016	USD	1,176.23	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	03/07/2016
212865	2200073009	02/25/2016	USD	47,088.34	INLAND BIOENERGY LLC FONTANA CA	03/07/2016
212866	2200072988	02/25/2016	USD	189.00	INSTITUTE OF INDUSTRIAL ENGINEEROCROSS GA	03/01/2016
212867	2200072990	02/25/2016	USD	987.80	INTEGRATED DESIGN SERVICES INCIRVINE CA	03/07/2016
212868	2200072986	02/25/2016	USD	65.00	INTERNATIONAL ASSESSMENT INSTISALT LAKE CITY UT	
212869	2200072961	02/25/2016	USD	158.98	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	02/29/2016
212870	2200072971	02/25/2016	USD	3,000.00	J WILLIAM MURPHY AND ASSOCIATEONTARIO CA	03/01/2016
212871	2200072973	02/25/2016	USD	291.60	KONICA MINOLTA PASADENA CA	03/01/2016
212872	2200072972	02/25/2016	USD	1,325.27	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	03/01/2016
212873	2200072965	02/25/2016	USD	919.80	MAG SYSTEMS INC MONROVIA CA	03/11/2016
212874	2200072976	02/25/2016	USD	1,418.69	MCMASTER-CARR SUPPLY CO CHICAGO IL	03/01/2016
212875	2200072979	02/25/2016	USD	263.13	MIDPOINT BEARING ONTARIO CA	02/29/2016
212876	2200073012	02/25/2016	USD	716.06	MILLER, ELMER L BLUE JAY CA	
212877	2200072959	02/25/2016	USD	943.00	MISSION REPROGRAPHICS RIVERSIDE CA	03/03/2016
212878	2200072989	02/25/2016	USD	995.10	NATIONAL KONSTRUCTION RENTALS PACOIMA CA	03/01/2016
212879	2200072951	02/25/2016	USD	2,226.58	OFFICE DEPOT LOS ANGELES CA	02/29/2016
212880	2200072982	02/25/2016	USD	228.50	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	03/01/2016
212881	2200073005	02/25/2016	USD	49.83	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	02/29/2016
212882	2200073015	02/25/2016	USD	869.64	PARKER, STEPHEN CHINO HILLS CA	03/02/2016
212883	2200072960	02/25/2016	USD	1,936.15	PETE'S ROAD SERVICE FULLERTON CA	03/02/2016
212884	2200072962	02/25/2016	USD	386.00	PETTY CASH EXPENDITURES CHINO CA	03/02/2016
212885	2200072956	02/25/2016	USD	264.39	RAMONA TIRE & SERVICE CENTERS HEMET CA	03/04/2016
212886	2200073004	02/25/2016	USD	3,701.73	RICHARD LOBINSKE CRAWFORDVILLE FL	03/02/2016
212887	2200072957	02/25/2016	USD	855.00	RMA GROUP RANCHO CUCAMONGA CA	
212888	2200073007	02/25/2016	USD	242,708.04	RO CALIF EDISON ROSEMEAD CA	03/01/2016
212889	2200072966	02/25/2016	USD	11,471.58	SOUTH COAST AQMD DIAMOND BAR CA	03/08/2016
212890	2200072975	02/25/2016	USD	7,484.91	SOUTHERN CALIFORNIA EDISON COMROSEMEAD CA	03/02/2016
212891	2200072964	02/25/2016	USD	8,346.48	TETRA TECH INC DENVER CO	03/01/2016
212892	2200072999	02/25/2016	USD	13,571.82	THE BRICKMAN GROUP LTD LLC CHICAGO IL	03/01/2016
212893	2200073001	02/25/2016	USD	1,800.00	TRIVAD INC BURLINGAME CA	03/01/2016
212894	2200072981	02/25/2016	USD	2,353.19	U S HOSE INC ONTARIO CA	03/01/2016
212895	2200072987	02/25/2016	USD	262.44	URIMAGE BLOOMINGTON CA	03/04/2016
212896	2200073006	02/25/2016	USD	254.26	VERIZON CALIFORNIA DALLAS TX	03/03/2016
212897	2200072983	02/25/2016	USD	27,465.08	VIRAMONTES EXPRESS CORONA CA	03/02/2016
212898	2200072967	02/25/2016	USD	235.00	WATER ENVIRONMENT FEDERATION BOSTON MA	03/04/2016
212899	2200073018	02/25/2016	USD	2,059.90	PETE'S ROAD SERVICE FULLERTON CA	03/02/2016
212900	2200073017	02/25/2016	USD	1,364.13	RAMONA TIRE & SERVICE CENTERS HEMET CA	03/04/2016
212901	2200073019	02/25/2016	USD	5,815.20	SHAPE PRODUCTS CO OAKLAND CA	03/01/2016

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149				
Acct number		CHBCK		231167641		
Check						
Check Number from to	Payment	Print Date	Curr	Amount 2016 (USD)	Recipient/Void Reason Code	Expire Date
212902	2200073024	02/25/2016	USD	63,254.39	SUN WIRELESS SAN DIEGO CA	03/01/2016
212903	2200073027	02/25/2016	USD	16,801.85	THE BRICKMAN GROUP LTD LLC CHICAGO IL	03/01/2016
212904	2200073028	02/25/2016	USD	4,061.75	TRIFEPI SMITH AND ASSOCIATES, IRVINE CA	03/07/2016
212905	2200073026	02/25/2016	USD	9,723.33	UTILIQUEST LLC ATLANTA GA	02/29/2016
212906	2200073021	02/25/2016	USD	41,244.12	VIRAMONTES EXPRESS CORONA CA	03/02/2016
212907	2200073022	02/25/2016	USD	250,474.23	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	03/02/2016
212908	2200073020	02/25/2016	USD	321.84	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	03/01/2016
212909	2200073025	02/25/2016	USD	5,656.00	WHITE NELSON DIBHL EVANS LLP IRVINE CA	03/01/2016
212910	2200073023	02/25/2016	USD	458.52	WORLDWIDE EXPRESS ALBANY NY	03/01/2016
* Payment method Check				5,058,437.77		

Check Number from to	Payment	Ent. date	Ccy	Amount Paid (FC)	Description/Check Number Code	Balance
**			USD	5,058,437.77		

ONTARIO CA 917610000

CITIZENS BUSINESS BANK

Bank CBB
 Bank Key 122234149
 Acct number WCOMP 231155290

Checks created manually

Check number	Payment	Bank date	Ctry	Amount Paid (USD)	Recipient/void reason code	Bank /void
04429	2200072710	02/03/2016	USD	127.19	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04430	2200072711	02/03/2016	USD	122.33	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04431	2200072712	02/03/2016	USD	133.35	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04432	2200072713	02/03/2016	USD	122.30	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04433	2200072715	02/03/2016	USD	133.35	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04434	2200072716	02/03/2016	USD	128.91	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/03/2016
04435	2200073034	02/10/2016	USD	128.91	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/12/2016
04436	2200073035	02/10/2016	USD	82.97	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/19/2016
04437	2200073036	02/10/2016	USD	368.90	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/17/2016
04438	2200073037	02/10/2016	USD	257.80	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/17/2016
04439	2200073038	02/10/2016	USD	76.29	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/16/2016
04440	2200073039	02/10/2016	USD	575.90	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/16/2016
04441	2200073040	02/10/2016	USD	328.75	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/16/2016
04442	2200073041	02/17/2016	USD	122.73	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/17/2016
04443	2200073042	02/17/2016	USD	128.40	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/19/2016
04444	2200073043	02/17/2016	USD	136.13	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/19/2016
04445	2200073044	02/17/2016	USD	361.22	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/19/2016
04446	2200073045	02/17/2016	USD	260.36	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/23/2016
04447	2200073046	02/24/2016	USD	12.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/24/2016
04448	2200073049	02/24/2016	USD	139.57	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/24/2016
04449	2200073050	02/24/2016	USD	179.22	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/24/2016
04450	2200073051	02/24/2016	USD	100.02	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/24/2016
04451	2200073052	02/24/2016	USD	1,590.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04452	2200073053	02/24/2016	USD	61.25	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04453	2200073054	02/24/2016	USD	92.19	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04454	2200073055	02/24/2016	USD	30.71	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04455	2200073056	02/29/2016	USD	114.46	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04456	2200073057	02/29/2016	USD	92.92	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04457	2200073058	02/29/2016	USD	92.92	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04458	2200073059	02/29/2016	USD	139.57	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04459	2200073060	02/29/2016	USD	12.00	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04460	2200073061	02/29/2016	USD	139.57	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016
04461	2200073062	02/29/2016	USD	92.92	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	02/29/2016

6,398.11

* Payment method Checks created manually

USD

Check number from CO	Payment	Emp. Date	CY	Amount Paid (FC)	Recipient/void reason code	Balance/void
**			USD	6,388.11		

Non-Board Member	January	Period 3	Period 4	February	March	Qtr 1	Year-To-Date
PAYROLL COSTS							
GROSS PAYROLL	\$ 2,511,800.24	\$ 1,148,943.24	\$ 1,131,425.94	\$ 2,280,369.18	\$ -	\$ 4,792,169.42	\$ 4,792,169.42
CLAIMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEDUCTIONS	\$ (503,367.10)	\$ (244,025.03)	\$ (246,672.64)	\$ (490,697.67)	\$ -	\$ (994,064.77)	\$ (994,064.77)
TAXES	\$ (611,951.60)	\$ (253,759.18)	\$ (248,636.27)	\$ (502,395.45)	\$ -	\$ (1,114,347.05)	\$ (1,114,347.05)
NET PAY TO EE	\$ 1,396,481.54	\$ 651,159.03	\$ 636,117.03	\$ 1,287,276.06	\$ -	\$ 2,683,757.60	\$ 2,683,757.60
ER CONTRIBUTIONS							
TAXES	\$ 173,942.33	\$ 78,675.54	\$ 77,348.87	\$ 156,024.41	\$ -	\$ 329,966.74	\$ 329,966.74
LIFE INSURANCE	\$ 2,843.90	\$ 1,402.64	\$ 1,407.64	\$ 2,810.28	\$ -	\$ 5,654.18	\$ 5,654.18
CALPERS ER (subsidy)	\$ 42,305.70	\$ 18,943.92	\$ 19,085.57	\$ 38,029.49	\$ -	\$ 80,335.19	\$ 80,335.19
PERS ER MATCH	\$ 371,919.86	\$ 167,963.20	\$ 169,285.51	\$ 337,248.71	\$ -	\$ 709,168.57	\$ 709,168.57
RETRO PERS (subsidy & Match)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ER CONTRIBUTIONS	\$ 591,011.79	\$ 266,985.30	\$ 267,127.59	\$ 534,112.89	\$ -	\$ 1,125,124.68	\$ 1,125,124.68
TOTAL AGENCY PAYROLL	\$ 3,102,812.03	\$ 1,415,928.54	\$ 1,398,553.53	\$ 2,814,482.07	\$ -	\$ 5,917,294.10	\$ 5,917,294.10
Number of Employees Processed	572	286	287	573	0	1145	1145

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR FEBRUARY 12, 2016
PRESENTED AT BOARD MEETING ON APRIL 20, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,178.39	\$748.51
TERRY L. CATLIN	\$2,965.25	\$871.85
STEVEN J. ELIE	\$2,965.25	\$446.63
JASMIN HALL	\$1,793.06	\$981.81
GENE T. KOOPMAN	\$1,302.99	\$0.00
TOTALS	\$12,204.94	\$3,048.80

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105649
ENDING CHECK NO.	105651
TOTAL CHECKS PROCESSED	3

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR FEBRUARY 5, 2016

PRESENTED AT BOARD MEETING ON APRIL 20, 2016

GROSS PAYROLL COSTS			\$1,148,943.24
DEDUCTIONS			(\$497,784.21)
NET PAYROLL			<u>\$651,159.03</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$651,159.03	<u>\$651,159.03</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR FEBRUARY 19, 2016

PRESENTED AT BOARD MEETING ON APRIL 20, 2016

GROSS PAYROLL COSTS			\$1,131,425.94
DEDUCTIONS			(\$495,308.91)
NET PAYROLL			<u>\$636,117.03</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	331	331
AMOUNT	\$0.00	\$636,117.03	<u>\$636,117.03</u>

IEUA DIRECTOR PAYSHEET

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-16	IEUA Board Workshop	Cancelled	\$-0-
01-07-16	Southern Coalition/Inland Caucus meeting	Yes	\$225.00
01-13-16	Public, Legislative Affairs, & Water Resources Committee Meeting	Yes	\$225.00
01-13-16	Engineering & Operations Committee	Yes (same day)	\$-0-
01-20-16	Meeting with Directors Catlin & Camacho and J Grindstaff to discuss Agency goals	Yes (Staff)	\$-0-
01-20-16	IEUA Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$675.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			3

DIRECTOR
SIGNATURE



Approved by:



Terry Catlin, President, Board of Directors

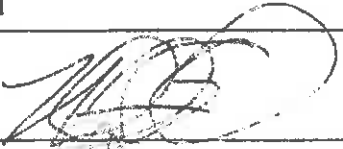
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-05-16	OP & T Committee Telecon update	Yes	\$225.00
01-11-16	MWD Standing Committee Meetings	Yes	\$225.00
01-12-16	MWD Standing Committee and Board Meetings	Yes	\$225.00
01-26-16	MWD other Committee Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$900.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE



Approved by:



Terry Catlin
President, Board of Directors

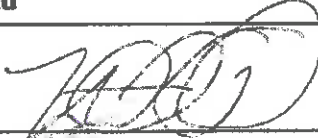
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)**

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-16	Regional Policy Committee Mtg.	Cancelled	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**



Approved by:



Terry Gattin
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-16	IEUA Board Workshop	Cancelled	\$-0-
01-13-16	Engineering & Operations Committee	Yes	\$225.00
01-13-16	Finance, Legal & Administration Committee (Alternate)	Yes (same day)	\$-0-
01-15-16	Mtg. w/Directors Catlin & Elie, CBWCD Pres. K Parker & VP Hofer to discuss LAFCO issues	Yes	\$225.00
01-20-16	Meeting with Directors Catlin & Camacho and J Grindstaff to discuss Agency goals	Yes (Staff)	\$-0-
01-20-16	Board Meeting	Yes	\$225.00
01-20-16	Spcl Montclair Oversight Meeting	Yes (same day)	\$-0-
01-28-16	Upland Oversight Meeting	Yes (decline pymt.)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$675.00 .
Total No. of Meetings Attended			7
Total No. of Meetings Paid			3

DIRECTOR SIGNATURE



Approved by:

 Steven J. Elie
 Secretary/Treasurer, Board of Directors

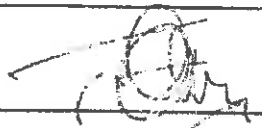
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION**

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-05-16	SAWPA Commission Workshop	Yes	\$225.00
01-05-16	Interview w/T Catlin & P Brown	Yes (same day)	\$-0-
01-19-16	SAWPA Commission Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$450.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$188.40(2015))			
Total No. of SAWPA Meetings Attended			3
Total No. of SAWPA Meetings Paid			2

DIRECTOR
SIGNATURE _____



Approved by: _____

Steven J. Elie
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$188.40 (2015) per meeting directly to the Agency.

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

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-21-16	CBWM Advisory Cmte. Meeting	No	\$-0-
01-28-15	CBWM Board Meeting	Yes (decline pymt)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and District meetings \$225.00), including District meetings			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE 

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

*Decline IEUA payment portion & waives Watermaster portion.

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

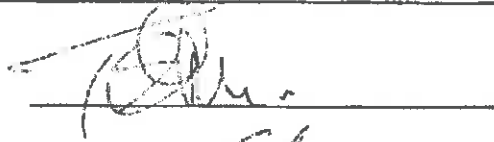
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-16	Regional Policy Committee Mtg.	Cancelled	\$-0-

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

**DIRECTOR
SIGNATURE**



Approved by:

Steven J. Elie
Secretary/Treasurer, Board of Directors

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

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-16	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1(d) (i.e., \$75.00 - difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			\$-0-

DIRECTOR SIGNATURE _____


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

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

IEUA DIRECTOR PAYSHEET

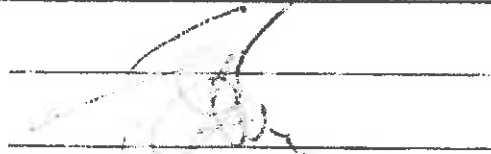
STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-05-06	Lunch Meeting w/G Newmark to discuss Agency business	Yes	\$225.00
01-06-16	IEUA Board Workshop	Cancelled	\$-0-
01-13-16	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
01-13-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
01-15-16	Mtg. w/Directors Catlin & Elie, CBWCD Pres. K Parker & VP Hofer to discuss LAFCO issues	Yes	\$225.00
01-20-16	IEUA Board Meeting	Yes	\$225.00
01-22-16	SCWC Quarterly Luncheon	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,350.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			5

**DIRECTOR
 SIGNATURE**

Approved By:



 Terry Catlin
 President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-16	IEUA Board Workshop	Cancelled	\$-0-
01-11-16	IEUA Business Update meeting w/Hays, Sandoval, and Director Hall	Yes	\$225.00
01-13-16	AV Interview meeting w/AV Consultant	Yes (same day)	\$-0-
01-13-16	Public, Legislative Affairs, & Water Resources Committee meeting (Alternate)	Yes	\$225.00
01-13-16	Engineering, Operations & Biosolids Management Committee	Yes (same day)	\$-0-
01-13-16	Finance, Legal, & Administration Committee	Yes (same day)	\$-0-
01-20-16	IEUA Board Meeting	Yes	\$225.00
01-20-16	CASA Winter Conference	Yes (same day)	\$-0-
01-21-16	CASA Winter Conference	Yes	\$225.00
01-22-16	CASA Winter Conference	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,125.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			5

DIRECTOR
SIGNATURE

Jasmin A. Hall

Approved by:

Terry Catlin
Terry Catlin, President, Board of Directors

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

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-12-16	Interview w/J Hall & P Brown	Yes	\$36.60
01-19-16	SAWPA Commission Meeting	Yes	\$36.60
TOTAL REIMBURSEMENT			\$73.20
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$36.60 -- difference between SAWPA (\$188.40 (2015) And Agency meetings \$225.00) including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR SIGNATURE Jasmin A. Hall

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

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

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-07-16	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$45.00 – difference between CDA (\$150.00 And Agency meetings \$195.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE Jasmin A. Hall


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


IEUA DIRECTOR PAYSHEET

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

JANUARY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
01-06-16	IEUA Board Workshop	Cancelled	\$-0-
01-13-16	Finance, Legal, & Administration Committee	No	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

REPRESENTATIVE'S SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

Check Payee / Description	Amount
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Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR	0040200	9,253.20
		HR	0040200	44,486.85
	EMPLOYMENT DEVELOPMENT DEPARTM\$			53,740.05
Wire	INTERNAL REVENUE SERVICE	HR	0040200	278,694.67
	INTERNAL REVENUE SERVICE		\$	278,694.67
Wire	BANK OF AMERICA NT&SA P/R 3 2/4/16 EFT Direct Deposit		020416	651,159.03
	BANK OF AMERICA NT&SA		\$	651,159.03
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 4 2/19 Taxes	HR	0041100	9,097.02
	P/R 4 2/19 Taxes	HR	0041100	43,433.44
	EMPLOYMENT DEVELOPMENT DEPARTM\$			52,530.46
Wire	INTERNAL REVENUE SERVICE P/R 4 2/19 Taxes	HR	0041100	273,454.68
	INTERNAL REVENUE SERVICE		\$	273,454.68
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR	0040400	321.76
	EMPLOYMENT DEVELOPMENT DEPARTM\$			321.76
Wire	INTERNAL REVENUE SERVICE	HR	0040400	1,755.83
	INTERNAL REVENUE SERVICE		\$	1,755.83
Wire	BANK OF AMERICA NT&SA P/R 2 DIR 2/12/16 EFT Direct Deposit		021216 DIR	981.81
	BANK OF AMERICA NT&SA		\$	981.81
Wire	BANK OF AMERICA NT&SA P/R 4 2/19/16 EFT Direct Deposit		021916	636,117.03
	BANK OF AMERICA NT&SA		\$	636,117.03
Wire	PUBLIC EMPLOYEES' RETIREMENT S 2/16 Health Ins-Retirees, Board, Employees 1942 2/16			229,519.08
	PUBLIC EMPLOYEES' RETIREMENT S\$			229,519.08
Wire	STATE DISBURSEMENT UNIT P/R 3 2/5	HR	0040200	1,135.25
	STATE DISBURSEMENT UNIT		\$	1,135.25
Wire	PUBLIC EMPLOYEE'S RETIREMENT S			

Check	Payee / Description		Amount
	P/R 3 2/5 Deferred Comp Ded	HR 0040200	13,465.65
	PUBLIC EMPLOYEE'S RETIREMENT S\$		13,465.65
Wire	STATE BOARD OF EQUALIZATION 1/16 Sales Tax Deposit	23784561 1/16	9,479.00
	STATE BOARD OF EQUALIZATION \$		9,479.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 4 2/19 Deferred Comp Ded	HR 0041100	13,431.32
	PUBLIC EMPLOYEE'S RETIREMENT S\$		13,431.32
Wire	STATE DISBURSEMENT UNIT P/R 4 2/19	HR 0041100	1,135.25
	STATE DISBURSEMENT UNIT \$		1,135.25
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 3 2/5 PERS	HR 0040200	241,396.52
	PUBLIC EMPLOYEES RETIREMENT SY\$		241,396.52
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 4 2/19/16 Emp/Empr Special Cntrbtn P/R 4 2/19 PERS	HR0041100000 HR 0041100	11.00- 243,272.90
	PUBLIC EMPLOYEES RETIREMENT SY\$		243,261.90
Wire	METROPOLITAN WATER DISTRICT December 2015 Water Purchase	8558	684,801.92
	METROPOLITAN WATER DISTRICT \$		684,801.92
Wire	HAWKINS DELAFIELD & WOODS LLP 08B Bank Counsel LOC Fees	6254/40118020	28,837.50
	HAWKINS DELAFIELD & WOODS LLP\$		28,837.50
Wire	MOODY'S INVESTORS SERVICE 08B Bank Bond Fee	P0189085	6,750.00
	MOODY'S INVESTORS SERVICE \$		6,750.00
Wire	U S BANK NA 08B 4/15-1/16 LOC Substitution & Legal F 4193447		5,000.00
	U S BANK NA \$		5,000.00

Grand Total Payment Amount: \$ 3,426,968.71

Check Payee / Description Amount

ACH WESTERN MUNICIPAL WATER DISTRI
 WR15001-11/1/15-11/30/15 3,700 Sprinkler IEUA-969 14,510.00
 WESTERN MUNICIPAL WATER DISTRI\$ 14,510.00

ACH PEST OPTIONS INC
 November 2015 Weed Abatement Services 252060 2,920.48
 November 2015 GWR Weed Abatement Service 252260 5,916.00
 PEST OPTIONS INC \$ 8,836.48

ACH OLIN CORP
 TP1-4,962 Gals Sodium Hypochlorite 2106300 2,719.18
 CCWRP-3,000 Gals Sodium Hypochlorite 2101394 1,644.00
 TP1-4,928 Gals Sodium Hypochlorite 2104609 2,700.54
 CCWRP-4,942 Gals Sodium Hypochlorite 2104610 2,708.22
 RP5-4,942 Gals Sodium Hypochlorite 2105235 2,708.22
 TP1-4,504 Gals Sodium Hypochlorite 2105236 2,468.19
 TP1-4,944 Gals Sodium Hypochlorite 2105482 2,709.31
 CCWRP-4,954 Gals Sodium Hypochlorite 2105484 2,714.79
 TP1-2,482 Gals Sodium Hypochlorite 2105485 1,360.14
 TP1-4,912 Gals Sodium Hypochlorite 2105590 2,691.78
 TP1-4,510 Gals Sodium Hypochlorite 2105847 2,471.48
 OLIN CORP \$ 26,895.85

ACH AQUA BEN CORPORATION
 DAFT-4,600 Lbs Polymer 748E 34085 4,992.84
 RP1-13,800 Lbs Polymer 750A 34086 18,343.84
 AQUA BEN CORPORATION \$ 23,336.68

ACH CIHIGOYENETCHE GROSSBERG & CLO
 12/15 General Legal 50494 14,723.00
 12/15 IEUA vs Martin 50495 825.00
 12/15 IEUA vs PM 50496 50.00
 12/15 IEUA vs RP1 Ontario Airport Plume 50497 900.00
 CIHIGOYENETCHE GROSSBERG & CLO\$ 16,498.00

ACH LASER LINE
 Inv-Toner Cartridges 28502 777.28
 LASER LINE \$ 777.28

ACH SANTA ANA WATERSHED
 December 2015 Service 8774 152,528.24
 SANTA ANA WATERSHED \$ 152,528.24

ACH ICMA RETIREMENT TRUST 457
 P/R 3 2/5 Deferred Comp Ded HR 0040200 12,878.67
 ICMA RETIREMENT TRUST 457 \$ 12,878.67

ACH LINCOLN NATIONAL LIFE INS CO
 P/R 3 2/5 Deferred Comp Ded HR 0040200 24,535.28

Check	Payee / Description	Amount
	LINCOLN NATIONAL LIFE INS CO \$	24,535.28
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 3 2/5 Employee Ded HR 0040200	405.00
	IEUA SUPERVISORS UNION ASSOCIA\$	405.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 3 2/5 Employee Ded HR 0040200	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,069.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 3 2/5 Employee Ded HR 0040200	430.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	430.00
ACH	DISCOVERY BENEFITS INC P/R 3 2/5 Cafeteria Plan HR 0040200	2,957.58
	DISCOVERY BENEFITS INC \$	2,957.58
ACH	ICMA RETIREMENT TRUST 401 P/R 3 2/5 Exec Deferred Comp HR 0040200	9,906.44
	ICMA RETIREMENT TRUST 401 \$	9,906.44
ACH	SHELL ENERGY NORTH AMERICA LP 12/15 Gas Commodity-Non Core 2731999 8,838.28 12/15 Gas Cmmdty-Core,10/15 Adj 1100002880312 2,815.74	
	SHELL ENERGY NORTH AMERICA LP \$	11,654.02
ACH	ICMA RETIREMENT TRUST 457 Refund-Unapplied Deposits-Vantagepont Tr UNAPPLIED DEP	700.00
	ICMA RETIREMENT TRUST 457 \$	700.00
ACH	AQUA BEN CORPORATION RP1-13,800 Lbs Polymer 750A 34103 18,343.84 DAFT-2,300 Lbs Polymer 748E 34102 2,496.42	
	AQUA BEN CORPORATION \$	20,840.26
ACH	CIHIGOYENETCHE GROSSBERG & CLO 12/15 Watermaster 50498	10,167.00
	CIHIGOYENETCHE GROSSBERG & CLO\$	10,167.00
ACH	LASER LINE HQ-Svc HP Color LJ M651,New Fuser Unit 28411 512.70 RCA-Svc HP Color LJ 3800DTN,Transfer Bel 28444 453.70 RP1-Svc RichohCL3500N,Photo Conductor Un 28468 370.90	
	LASER LINE \$	1,337.30
ACH	DEZURIK INC 2 - Ecdentric Plug Valves RPI/62000508	7,169.05

Check	Payee / Description	Amount
	DEZURIK INC	\$ 7,169.05
ACH	CHINO BASIN DESALTER AUTHORITY CDA-Pilot Testing-Biological Trmnt Prcss 238	26,843.03
	CHINO BASIN DESALTER AUTHORITY\$	26,843.03
ACH	YORK RISK SERVICES GROUP INC 7/15-9/15 W/C Adm Fee - 3Q16 500012914	4,488.75
	YORK RISK SERVICES GROUP INC \$	4,488.75
ACH	SHELL ENERGY NORTH AMERICA LP RP2/RP5-12/1-12/31 16400 El Prado Rd 9/1 2044 12/15 274.83 RP1-12/1-12/31 2450 Phila St 9/1-9/30 Ad 2042 12/15 81,528.43 CCWRP/TP/RWPS-12/1-12/31 14950 Tlphn 9/1 2046 12/15 22,157.40	
	SHELL ENERGY NORTH AMERICA LP \$	103,960.66
ACH	UNIVAR USA INC RP1-11,955 Lbs Sodium Bisulfite LA196681 2,587.50 RP1-12,482 Lbs Sodium Bisulfite LA191253 2,701.61 RP5-12,487 Lbs Sodium Bisulfite LA191637 2,702.67 RP1-12,729 Lbs Sodium Bisulfite LA194659 2,754.94 PradoLS-12,938 Lbs Sodium Bisulfite LA193642 2,800.30 RP1-12,995 Lbs Sodium Bisulfite LA194598 2,812.47 RP5-12,974 Lbs Sodium Bisulfite LA195921 2,808.04 RP1-12,933 Lbs Sodium Bisulfite LA193175 2,799.20 CCWRP-12,811 Lbs Sodium Bisulfite LA197589 2,772.78 CCWRP-13,025 Lbs Sodium Bisulfite LA193616 2,819.11	
	UNIVAR USA INC \$	27,558.62
ACH	ICMA RETIREMENT TRUST 457 P/R 4 2/19 Deferred Comp Ded HR 0041100 13,578.67	
	ICMA RETIREMENT TRUST 457 \$	13,578.67
ACH	LINCOLN NATIONAL LIFE INS CO P/R 4 2/19 Deferred Comp Ded HR 0041100 24,364.45	
	LINCOLN NATIONAL LIFE INS CO \$	24,364.45
ACH	ICMA RETIREMENT TRUST 401 P/R 4 2/19 Exec Deferred Comp HR 0041100 9,967.45	
	ICMA RETIREMENT TRUST 401 \$	9,967.45
ACH	AQUA BEN CORPORATION RP1-18,400 Lbs Polymer 750A 34129 24,458.46 DAFT-4,600 Lbs Polymer 748E 34128 4,992.84 RP2-18,400 Lbs Polymer 748E 34154 19,971.36	
	AQUA BEN CORPORATION \$	49,422.66
ACH	NAPA GENUINE PARTS COMPANY 1 - Napagold Fuel Filter 181094 59.69	
	NAPA GENUINE PARTS COMPANY \$	59.69

Check	Payee / Description	Amount
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ACH	SANTA ANA WATERSHED 15/16 Emerging Constituents Workgroup	9237	1,000.00
	SANTA ANA WATERSHED	\$	1,000.00

ACH	GENESIS CONSTRUCTION EN15045-1/16 Pay Est 4	PE 4-EN15045	45,410.95
	EN15046-1/16 Pay Est 4	PE 4-EN15046	27,585.62
	GENESIS CONSTRUCTION	\$	72,996.57

ACH	INLAND EMPIRE REGIONAL 1/16 Biosolids	90017577	282,987.54
	INLAND EMPIRE REGIONAL	\$	282,987.54

ACH	OLIN CORP		
	RP4-2,496 Gals Sodium Hypochlorite	2111178	1,367.81
	RP4-2,482 Gals Sodium Hypochlorite	2108003	1,360.14
	TP1-4,954 Gals Sodium Hypochlorite	2108002	2,714.79
	TP1-4,796 Gals Sodium Hypochlorite	2107613	2,628.21
	RP5-4,962 Gals Sodium Hypochlorite	2107612	2,719.18
	CCWRP-3,008 Gals Sodium Hypochlorite	2106924	1,648.38
	TP1-4,922 Gals Sodium Hypochlorite	2106923	2,697.26
	RP4-2,998 Gals Sodium Hypochlorite	2093521	1,642.90
	CCWRP-4,942 Gals Sodium Hypochlorite	2108148	2,708.22
	TP1-4,890 Gals Sodium Hypochlorite	2108149	2,679.72
	TP1-4,622 Gals Sodium Hypochlorite	2108238	2,532.86
	TP1-4,922 Gals Sodium Hypochlorite	2108239	2,697.26
	TP1-4,880 Gals Sodium Hypochlorite	2108833	2,674.24
	CCWRP-4,962 Gals Sodium Hypochlorite	2109511	2,719.18
	TP1-4,940 Gals Sodium Hypochlorite	2109513	2,707.12
	RP5-4,934 Gals Sodium Hypochlorite	2110365	2,703.83
	CCWRP-3,000 Gals Sodium Hypochlorite	2110825	1,644.00
	RP5-4,698 Gals Sodium Hypochlorite	2111177	2,574.50
	OLIN CORP	\$	42,419.60

ACH	GK & ASSOCIATES INC		
	46-1141-12/15 Prof Svcs	15-279	13,440.00
	46-1141-12/15 Prof Svcs	15-274	22,021.00
	46-1141-12/15 Prof Svcs	15-277	10,752.00
	46-1141-12/15 Prof Svcs	15-276	22,080.00
	46-1141-12/15 Prof Svcs	15-275	19,276.00
	GK & ASSOCIATES INC	\$	87,569.00

ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 4 2/19 Employee Ded	HR 0041100	405.00
	IEUA SUPERVISORS UNION ASSOCIA	\$	405.00

ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 4 2/19 Employee Ded	HR 0041100	1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,069.10

ACH	IEUA PROFESSIONAL EMPLOYEES AS		
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Check	Payee / Description		Amount
	P/R 4 2/19 Employee Ded	HR 0041100	430.00
	IEUA PROFESSIONAL EMPLOYEES ASS		430.00
ACH	DISCOVERY BENEFITS INC P/R 4 2/19 Cafeteria Plan	HR 0041100	2,957.58
	DISCOVERY BENEFITS INC	\$	2,957.58
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM	469.46
	ESTRADA, JIMMIE J	\$	469.46
ACH	LICHTI, ALICE Reim Monthly Health Prem	HEALTH PREM	172.23
	LICHTI, ALICE	\$	172.23
ACH	MORASSE, EDNA Reim Monthly Health Prem	HEALTH PREM	172.23
	MORASSE, EDNA	\$	172.23
ACH	NOWAK, THEO T Reim Monthly Health Prem	HEALTH PREM	469.46
	NOWAK, THEO T	\$	469.46
ACH	SONNENBURG, ILSE Reim Monthly Health Prem	HEALTH PREM	172.23
	SONNENBURG, ILSE	\$	172.23
ACH	DYKSTRA, BETTY Reim Monthly Health Prem	HEALTH PREM	172.23
	DYKSTRA, BETTY	\$	172.23
ACH	TORRES, ROBERT G Reim Monthly Health Prem	HEALTH PREM	469.46
	TORRES, ROBERT G	\$	469.46
ACH	MUELLER, CAROLYN Reim Monthly Health Prem	HEALTH PREM	172.23
	MUELLER, CAROLYN	\$	172.23
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem	HEALTH PREM	172.23
	GRIFFIN, GEORGE	\$	172.23
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM	172.23
	CANADA, ANGELA	\$	172.23

Check	Payee / Description		Amount
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM	172.23
	CUPERSMITH, LEIZAR	\$	172.23
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM	297.23
	DELGADO-ORAMAS JR, JOSE	\$	297.23
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM	148.62
	GRANGER, BRANDON	\$	148.62
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM	148.62
	GADDY, CHARLES L	\$	148.62
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM	23.62
	BAKER, CHRIS	\$	23.62
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM	125.00
	WEBB, DANNY C	\$	125.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM	148.62
	HUMPHREYS, DEBORAH E	\$	148.62
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM	148.62
	MOUAT, FREDERICK W	\$	148.62
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM	125.00
	MORGAN, GARTH W	\$	125.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM	23.62
	ALLINGHAM, JACK	\$	23.62
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM	451.14
	MAZUR, JOHN	\$	451.14
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM	23.62
	RUDDER, LARRY	\$	23.62

Check	Payee / Description	Amount
ACH	INTERLICCHIA, RANDY Reim Monthly Health Prem	HEALTH PREM 125.00
	INTERLICCHIA, RANDY	\$ 125.00
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 125.00
	HAMILTON, MARIA	\$ 125.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.23
	PICENO, TONY	\$ 172.23
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 23.62
	RAMOS, CAROL	\$ 23.62
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 125.00
	FISHER, JAY	\$ 125.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 23.62
	KING, PATRICK	\$ 23.62
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 23.62
	HOWARD, ROBERT JAMES	\$ 23.62
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 125.00
	DIETZ, JUDY	\$ 125.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 148.62
	DAVIS, GEORGE	\$ 148.62
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 23.62
	MONZAVI, TAGHI	\$ 23.62
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.23
	PETERSEN, KENNETH	\$ 172.23
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.23

Check	Payee / Description	Amount
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 1,087.66
	TIEGS, KATHLEEN	\$ 1,087.66
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 777.28
	DIGGS, GEORGE	\$ 777.28
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 832.49
	HAYES, KENNETH	\$ 832.49
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 148.62
	HUNTON, STEVE	\$ 148.62
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 148.62
	RODRIGUEZ, LOUIS	\$ 148.62
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 480.05
	VARBEL, VAN	\$ 480.05
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 418.83
	CLIFTON, NEIL	\$ 418.83
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 125.00
	DELGADO, FRANCOIS	\$ 125.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 543.83
	WELLMAN, JOHN THOMAS	\$ 543.83
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 23.62
	SPEARS, SUSAN	\$ 23.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.23
	TROXEL, WYATT	\$ 172.23
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 451.14

Check	Payee / Description	Amount
	CORLEY, WILLIAM	\$ 451.14
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 340.15
	CALLAHAN, CHARLES	\$ 340.15
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.23
	LESNIAKOWSKI, NORBERT	\$ 172.23
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 465.15
	VER STEEG, ALLEN J	\$ 465.15
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 420.53
	HACKNEY, GARY	\$ 420.53
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 23.62
	CAREL, LARRY	\$ 23.62
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 326.14
	TOL, HAROLD	\$ 326.14
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 480.05
	BANKSTON, GARY	\$ 480.05
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 125.00
	ATWATER, RICHARD	\$ 125.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 451.14
	FIESTA, PATRICIA	\$ 451.14
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 902.28
	DIGGS, JANET	\$ 902.28
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 146.92
	CARAZA, TERESA	\$ 146.92
ACH	ANDERSON, JOHN	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	469.46
	ANDERSON, JOHN	\$	469.46
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM	706.98
	SANTA CRUZ, JACQUELYN	\$	706.98
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM	23.62
	HECK, ROSELYN	\$	23.62
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM	297.23
	SOPICKI, LEO	\$	297.23
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM	418.83
	HERNANDEZ, BENJAMIN	\$	418.83
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM	125.00
	GOSE, ROSEMARY	\$	125.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM	125.00
	KEHL, BARRETT	\$	125.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM	125.00
	RITCHIE, JANN	\$	125.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM	418.83
	LONG, ROCKWELL DEE	\$	418.83
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM	125.00
	FATTAHI, MIR	\$	125.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM	297.23
	VERGARA, FLORENTINO	\$	297.23
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM	172.23
	WARMAN, RALPH	\$	172.23

Check	Payee / Description		Amount
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM	172.23
	ROGERS, SHIRLEY	\$	172.23
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM	271.92
	WALL, DAVID	\$	271.92
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM	148.62
	CHUNG, MICHAEL	\$	148.62
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM	172.23
	ADAMS, PAMELA	\$	172.23
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM	962.66
	BLASINGAME, MARY	\$	962.66
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM	23.62
	ANDERSON, KENNETH	\$	23.62
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM	23.62
	MOE, JAMES	\$	23.62
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM	706.98
	POLACEK, KEVIN	\$	706.98
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM	271.92
	ELROD, SONDR	\$	271.92
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM	177.53
	FRAZIER, JACK	\$	177.53
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM	125.00
	HOAK, JAMES	\$	125.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM	146.92
	DEZHAM, PARIVASH	\$	146.92

Check	Payee / Description		Amount
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM	146.92

	FOLEY III, DANIEL J.	\$	146.92
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM	125.00

	CLEVELAND, JAMES	\$	125.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM	845.41

	LANGNER, CAMERON	\$	845.41
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM	146.92

	HAMILTON, LEANNE	\$	146.92
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM	125.00

	HOOSHMAND, RAY	\$	125.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM	125.00

	SCHLAPKOHL, JACK	\$	125.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM	177.53

	POOLE, PHILLIP	\$	177.53
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM	148.62

	ADAMS, BARBARA	\$	148.62
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM	458.68

	RUESCH, GENECE	\$	458.68
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM	543.83

	VANDERPOOL, LARRY	\$	543.83
ACH	DECOITE, JOANN Reim Monthly Health Prem	HEALTH PREM	125.00

	DECOITE, JOANN	\$	125.00
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	543.83

Check	Payee / Description		Amount
	AMBROSE, JEFFREY	\$	543.83
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	271.92
	MERRILL, DIANE	\$	271.92
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM	613.76
	HOUSER, ROD	\$	613.76
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM	146.92
	RUSSO, VICKI	\$	146.92
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM	418.83
	HUSS, KERRY	\$	418.83
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM	581.98
	BINGHAM, GREGG	\$	581.98
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM	125.00
	CHARLES, DAVID	\$	125.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM	125.00
	YEBOAH, ERNEST	\$	125.00
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E RP1-27,600 Lbs Polymer 750A	34150 34151	4,992.84 36,687.69
	AQUA BEN CORPORATION	\$	41,680.53
ACH	SANTA ANA WATERSHED January 2015 Truck Discharge	8780	121.24
	SANTA ANA WATERSHED	\$	121.24
ACH	UNIVAR USA INC RP1-12,741 Lbs Sodium Bisulfite RP1-12,918 Lbs Sodium Bisulfite RP1-12,939 Lbs Sodium Bisulfite RP1-12,669 Lbs Sodium Bisulfite RP1-12,628 Lbs Sodium Bisulfite	LA200228 LA198412 LA197910 LA197082 LA197451	2,757.59 2,795.94 2,800.35 2,741.90 2,733.08
	UNIVAR USA INC	\$	13,828.86
ACH	WESTERN MUNICIPAL WATER DISTRI WR15001-8/1/15-8/31/15 1,011 Sprinkler N IEUA-876		3,639.60

Check	Payee / Description	Amount
	WR15001-12/1/15-12/31/15 110 Sprinkler N IEUA-985	396.00
	WESTERN MUNICIPAL WATER DISTRI\$	4,035.60
ACH	AGRICULTURAL RESOURCES 3/16 Wtr Quality Consult 3/16 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES \$	6,000.00
ACH	CHINO BASIN DESALTER AUTHORITY CDA-Wellfield Development-Wells 1,2,3-In 239	64,696.42
	CHINO BASIN DESALTER AUTHORITY\$	64,696.42
ACH	PUBLIC FINANCIAL MANAGEMENT IN 10/1-1/15 General Financial Advisory Ser 15885	27,554.63
	PUBLIC FINANCIAL MANAGEMENT IN\$	27,554.63
ACH	SAP PUBLIC SERVICES INC 1/16-12/16 SAP BusObj Enterprise Support 6065030632 1/16-12/16 SAP BusObj Enterprise Support 6065030631 1/16-12/16 BSI US Payroll Tax Maint Supp 6065030630 1/16-12/16 mySAP Business Suite Enterpri 6065030629	16,839.90 20,838.61 5,443.20 130,396.10
	SAP PUBLIC SERVICES INC \$	173,517.81
ACH	PEST OPTIONS INC December 2015 Weed Abatement Services 253175 December 2015 GWR Weed Abatement Service 253361	2,920.48 5,916.00
	PEST OPTIONS INC \$	8,836.48
ACH	OLIN CORP TP1-4,926 Gals Sodium Hypochlorite 2111565 TP1-4,912 Gals Sodium Hypochlorite 2115087 RP4-3,028 Gals Sodium Hypochlorite 2114533 TP1-4,946 Gals Sodium Hypochlorite 2114532 TP1-4,946 Gals Sodium Hypochlorite 2114289 RP4-2,496 Gals Sodium Hypochlorite 2105483 RP4-2,506 Gals Sodium Hypochlorite 2106301 TP1-4,802 Gals Sodium Hypochlorite 2109906 TP1-4,954 Gals Sodium Hypochlorite 2110364 TP1-4,978 Gals Sodium Hypochlorite 2110826 CCWRP-2,976 Gals Sodium Hypochlorite 2114288 TP1-4,946 Gals Sodium Hypochlorite 2113649 TP1-4,902 Gals Sodium Hypochlorite 2111059 RP5-4,940 Gals Sodium Hypochlorite 2113070 TP1-4,908 Gals Sodium Hypochlorite 2112376	2,699.45 2,691.78 1,659.34 2,710.41 2,710.41 1,367.81 1,373.29 2,631.50 2,714.79 2,727.94 1,630.85 2,710.41 2,686.30 2,707.12 2,689.58
	OLIN CORP \$	35,710.98
ACH	GK & ASSOCIATES INC 46-1141-12/15 Prof Svcs 15-278	11,520.00
	GK & ASSOCIATES INC \$	11,520.00
ACH	SIEMENS INDUSTRY INC Horn Antennas 5600621750	6,240.41

Check	Payee / Description	Amount
	SIEMENS INDUSTRY INC	\$ 6,240.41
ACH	RP1 FUEL CELL LLC RP1FuelCell-1/1-1/29 2450 Phila IEUA-16-01	56,705.12
	RP1 FUEL CELL LLC	\$ 56,705.12

Grand Total Payment Amount: \$ 1,577,033.79


**ACTION
ITEM**


2A

Date: April 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (4/13/2016)

From:  Joseph Grindstaff
General Manager

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

Subject: Bond Counsel Financial Services Retainer Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Retainer Agreement for bond counsel and related legal services with Stradling Yocca Carlson & Rauth (SYCR), subject to the fees, terms and conditions set forth in Exhibit A;
2. Approve services previously approved and rendered for a not-to-exceed amount of \$30,000 related to the 2008B Variable Rate Demand Bond Letter of Credit substitution, and completion of financing agreements for regional projects to be financed through the Chino Basin Regional Financing Authority; and
3. Authorize the General Manager or designee to execute the Agreement.

BACKGROUND

Stradling Yocca Carlson & Rauth (SYCR) has served as the Agency's bond counsel for over 15 years. Since 2000, Mr. Doug Brown from SYCR has assisted the Agency with new debt borrowings and refunding of various bond issues, including the 2002A Variable Revenue Demand Obligation bond (VRDOs) and Commercial Paper Program in 2006. Mr. Brown has also managed all of the bond refinancing transactions, including the 1994 and 1999 senior bonds, the 2002A&B series and letter of credit substitution for the 2008B VRDOs.

The proposed Retainer Agreement is based on value of the services rendered and the hourly rates defined in the engagement letter attached as Exhibit A. Services will be authorized on an as-needed basis by the Project Manager for financial legal consulting services for both IEUA and the

Chino Basin Regional Financing Authority. For bond related transactions, the Agency will negotiate a fixed negotiated fee payable contingent upon closing of the transaction. Such fixed fees will be communicated to the Board as part of the proposed bond transaction.

Services previously approved and rendered under this agreement include: extension and substitution of the letter of credit for the 2008B Variable Rate Demand Bonds completed in January 2016 (\$25,000); and development of the financing agreements related to the City of Pomona, Monte Vista Water District and Inland Empire Utilities Agency Recycled Water Intertie Project and the Jurupa Community Services District Recycled Water Project (not-to-exceed amount of \$5,000).

Under the proposed agreement, Mr. Brown will be appointed as the Agency's primary attorney based on his skill, experience, and expertise. Given SYCR's long standing history as the Agency's counsel for all of its financing transactions, staff recommends the Board approve the Retainer Agreement with SYRC.

Retention of SYRC as the Agency's bond counsel supports the IEUA Business Goal of Fiscal Responsibility to reduce future borrowing costs to safeguard the Agency's fiscal health and sustain a high quality credit rating.

PRIOR BOARD ACTION

On October 7, 2014, the Agency awarded a financial legal consulting services contract to SYCR for a not-to-exceed amount of \$30,000.

IMPACT ON BUDGET

Invoices issued against the proposed Retainer Agreement will be charged to specific capital or operations and maintenance budgets associated with the services provided.

Attachments:

Engagement Letter

Retainer Agreement

STRADLING YOCCA CARLSON & RAUTH

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

660 NEWPORT CENTER DRIVE, SUITE 1600

NEWPORT BEACH, CA 92660-6422

TELEPHONE (949) 725-4000

FACSIMILE (949) 725-4100

CALIFORNIA
NEWPORT BEACH
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SANTA BARBARA
SANTA MONICA

COLORADO
DENVER

NEVADA
RENO

WASHINGTON
SEATTLE

DOUGLAS S. BROWN
916.449.2338
DBROWN@SYCR.COM

April 5, 2016

Christina Valencia
Chief Financial Officer/Assistant General Manager
Inland Empire Utilities Agency
6075 Kimball Ave
Chino, California 91708

Dear Christina:

The Firm thank you for the opportunity to continue our work with the Inland Empire Utilities Agency and the Chino Basin Regional Financing Authority on public finance matters as may arise from time-to-time. Unless otherwise confirmed in writing, the terms of this letter and the enclosed Terms of Retention will govern our bond counsel representation of you.

The Firm are attaching our normal Terms of Retention, which is an integral part of our retention agreement. If this letter, including the attached Terms of Retention, accurately reflects your understanding of our relationship, please acknowledge your approval and acceptance of these terms by signing and returning this letter to me. Copies of each are enclosed for your files. I would be pleased to answer any questions you might have.

Very truly yours,

STRADLING YOCCA CARLSON & RAUTH

Douglas S. Brown

The undersigned hereby agrees that the terms and conditions in this letter and the accompanying Terms of Retention shall apply to services rendered by Stradling Yocca Carlson & Rauth.

INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District

By: _____
Chief Financial Officer/ Assistant General Manager

**TERMS OF RETENTION
OF
STRADLING YOCCA CARLSON & RAUTH**

1. **Fees and Costs.** Stradling Yocca Carlson & Rauth (the "Firm") is compensated for its services based primarily on the value of the services and the time spent performing them. Such compensation may include the time spent on client conferences, travel, research, drafting documents, and other activities. The amount of fees charged on a statement is determined by the hours expended by the different attorneys and other professional personnel involved and the applicable rates applicable to public agencies which are attached hereto as Exhibit A. The rates set forth in Exhibit A are the discounted hourly rates we offer public agencies for matters which are non-contingent matters. Notwithstanding the foregoing, in the event that the Inland Empire Utilities Agency (hereinafter referred to as "IEUA") or Chino Basin Financing Authority (hereinafter referred to as "Authority") determines to issue bonds, notes or other obligations, the Firm will agree to negotiate a written fixed fee arrangement as is traditional for bond counsel matters. Such fixed fees would be payable contingent upon closing of the transaction unless otherwise mutually agreed to in writing.

The Firm also charges for various costs such as copying, telephone charges, computerized legal research, word processing and/or other computer time, overtime costs, messenger services, travel, filing fees and other costs; provided however all travel and expenses (other than mileage reimbursement from the Firm's Newport Beach office to the Agency) shall require written approval of the Agency in advance. Bills for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. All passed-on expenses shall be submitted with receipts for reimbursement.

2. **Termination by Us.** The Firm reserve the absolute right to withdraw from representing you if, among other things, you fail to honor the terms of our agreement, you fail to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical. If the Firm elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and the Firm will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on your behalf. If necessary in connection with litigation, the Firm would request leave of court to withdraw.

3. **Termination by Agency.** The Firm understand that we serve at the pleasure of the Agency and this Terms of Retention may be terminated by the Agency at any time, upon 10 days written notification with or without cause.

4. **Date of Termination.** Our representation of you will be considered terminated at the earlier of (i) your termination of our representation, (ii) our withdrawal from our representation of you, or (iii) the substantial completion of our substantive work for you.

5. **Related Activities.** If any claim or action is brought against us or any personnel or agents of the Firm based on your negligence or misconduct, or if are asked to testify as a result of our representation of you or must defend the confidentiality of your communications in any proceeding,

you agree to pay us for any resulting fees, costs, or damages, including our time, even if our representation of you has ended.

6. **No Guarantee of Outcome.** The Firm will provide its services consistent with the level and quality of expertise expected of a nationally recognized firm specializing in securities law and the transactions contemplated by this agreement. The Firm does not and cannot guarantee any outcome in a matter.

7. **Insurance and Indemnification.** The Firm agrees to indemnify and hold IEUA and its officers, agents, and employees harmless from any and all claims which arise from or are directly connected with the Bond Counsel's negligence or failure to perform the work or other obligations under this Agreement (including reasonable attorneys' fees in connection therewith); provided, that this duty to indemnify and hold harmless shall not include any claim based upon the alleged errors or omissions of Bond Counsel related to the rendering of or the failure to render professional services hereunder so long as Bond Counsel maintains in effect errors and omissions insurance as required by this paragraph, or arising from the sole negligence or willful misconduct of the IEUA, its officers, agents or employees. Bond Counsel agrees to maintain errors and omissions insurance in an amount not less than fifteen million dollars (\$15,000,000) per claim period throughout the term of this Agreement.

8. **Client.** This Firm's client for the purpose of our representation is only the person or entity identified in the letter accompanying these Terms of Retention. Unless expressly agreed, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, or employees.

9. **Payment Notwithstanding Dispute.** In the event of any dispute that relates to our entitlement to any payment from you, all undisputed amounts shall be paid by you. Any amounts in any client trust account held on your behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

10. **Effective Date.** These Terms of Retention shall apply to all services provided to the IEUA or the Authority on and after November 1, 2015.

11. **Primary Attorney.** The primary attorney with responsibility for this representation will be Douglas S. Brown. The parties agree that the Firm is being retained based on the unique skill, experience, and expertise of Mr. Brown and no change will be made in the primary attorney without the prior, written consent of the Agency. The Firm will not substitute another primary attorney without the prior, reasonable, approval of the Agency.

EXHIBIT A

DISCOUNTED HOURLY RATES

<u>DEPARTMENT</u>	<u>SHAREHOLDERS</u>	<u>2016 RATE</u>
PUBLIC FINANCE	D. S. BROWN	\$480.00

<u>DEPARTMENT</u>	<u>ASSOCIATES</u>	<u>2016 RATE</u>
PUBLIC FINANCE	L. CHAN	\$270.00
PUBLIC FINANCE	A. FOLEY	\$270.00

Other attorneys who work on these matters will be at rates similarly discounted and will be disclosed to the Agency at the time such work is undertaken.


ALL PUBLIC FINANCE PARALEGALS ARE AT \$100.00/HOUR


**ACTION
ITEM
2B**


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (04/13/16)

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: Enterprise Content Management System Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract Number 4600002085, to American MicroImaging, Inc. (AMI) for the Enterprise Content Management System, Project No. IS15003, associated licensing agreement and the option for conversion of back file documents, for a not-to-exceed amount of \$670,920; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

LibertyNet (Liberty), the Agency's legacy document management system, was purchased in 1999 for the scanning, storing and retrieval of records needed to be retained for a specified period. Liberty has limited functionality that cannot be expanded to meet increasing information governance policies, procedures and best practices for managing documents and records. Manually intensive processing is required to augment Liberty's limited functionality. With the vendor no longer providing maintenance support for the system; Liberty has reached the end of its useful life.

A Request for Proposal (RFP) was issued to identify the technical and business requirements and develop a strategy to select and implement a new system to replace Liberty. On February 2, 2015, IEUA contracted with ThirdWave Corporation to complete the ECMS Strategy and Implementation Roadmap for a fixed price of \$80,144.

ThirdWave Corporation recommended implementation of an Enterprise Content Management System (ECMS) with the functionality and versatility to address imaging, collection, business process management, and records management requirements, including content lifecycle governance. The ECMS solution would also provide a user interface that supports both the varied computer skills of the Agency's employees and employee responsibilities.

As recommended in the ECMS Strategy and Implementation Plan, the Agency will utilize multiple phases to transition end users to the ECMS system. Phase I will focus on the full implementation of the ECMS software and hardware; including disaster recovery that conforms to Agency standards. Future Phases 2 through 6 will transition additional business processes into the ECMS. These future phases will be implemented internally by IEUA staff and are anticipated to take approximately 4 to 6 months each to complete. The ECMS implementation will be based upon industry best practices, as well as compliance with existing federal and state regulatory requirements.

On October 20, 2015, an RFP was issued for an ECMS solution to replace the Liberty system. The ECMS solution will serve as a single repository system for significant documents, records, files and emails; providing staff the ability to quickly and easily locate and manage retention documents. In addition, the system will integrate with existing enterprise systems such as SAP, ESRI ArcGIS and SharePoint.

The RFP was issued to prospective vendors through the Bid Net electronic solicitation system. Eight vendors submitted proposals to the RFP;

COMPANY	PROPOSAL AMOUNT
FileHold	\$91,728
AMI Laserfiche	\$543,481
HSMG – FileBound	\$956,139
Konica Minolta – OnBase	\$1,022,960
Phoenix – OnBase	\$1,041,430
SAP/Stellar – Open Text	\$1,362,032
DocuLynx – DocuSuite	\$1,614,673
Keymark – OnBase	\$1,843,159

A committee reviewed and evaluated each of the proposals and elevated four vendors to continue on in the review process; AMI (Laserfiche), Konica Minolta (OnBase), Keymark (OnBase), and Phoenix (OnBase). These top four vendors were invited to give demonstrations of their software product in January 2016. Two of the four, AMI (Laserfiche) and Konica Minolta (OnBase), were requested to provide additional demonstrations and hands on testing of the software. Review committee members also conducted site visits to City of Inglewood for Laserfiche and SAWPA for OnBase.

The Agency requested a last, best and final offer from both vendors. The committee majority vote concurred that AMI (Laserfiche) had the most responsive proposal which provides 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 contract will be a not-to-exceed amount of \$670,920. Included is an optional work task for the back file conversion, for a not-to-exceed amount of \$303,000. The back file conversion budget is included in the Records Management O&M budget. No work related to the back file conversion shall be performed unless authorized in writing by the Agency via a Notice to Proceed for such work.

ECMS Cost Summary	Project Costs
Software/Implementation*	\$367,920
Hardware	\$125,000
Internal labor	\$315,505
Contingency	\$135,000
Project Total	\$943,425
Back file conversion (optional)*	\$303,000
Total Project with Option	\$1,246,425

**Not to exceed contract amount of \$670,920*

The overall IEUA ECMS implementation project schedule is as follows:

Project Tasks	Date
Hardware Installation	May 2016
Design & Configuration	May 2016 – September 2016
Training	October 2016
Implementation	November 2016

Replacing Liberty will support Agency-wide and regulatory public requirements, eliminate redundant archiving systems, and maintain the Agency’s Business Practices Goal and Objective to promote standards of efficiency and effectiveness in all Agency business practices and processes.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

Funds in the amount of \$530,000 have been allocated in the FY 2015/16 Administrative Services (GG) Fund budget for the Document/Records Management System project (IS15003). The total project budget will be revised to \$1,246,425 to reflect the full cost of the project.

Enterprise Content Management System (ECMS) Document / Records Management System

April 2016

Board Meeting



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Project Goals

- * LibertyNet (legacy system) reached useful life
- * Provide web-based access, ease of use for end users
- * Manage electronic records throughout their lifecycle
- * Implement best management practices through increased automation (e.g. Litigation Hold capabilities)
- * Integrate seamlessly with enterprise systems (SAP, GIS, and SharePoint applications)
- * Reduce hardware base

Project Background

Needs Assessment
and Business
Strategy
Completed
February 2015

RFP for ECM
system issued on
October 2015

Eight bids
received, four
vendor elevated
to demonstration
phase

- Demonstrations
- Reference
Checks
- Hands on testing
- Site Visits

Committee
selected:
American
MicroImaging Inc.
(Laserfiche)

Cost Summary

ECMS Cost Summary	Project Costs
Software/Implementation*	\$367,920
Hardware	\$125,000
Internal Labor	\$315,505
Contingency (20% of Software/Implementation)	\$135,000
Project Total	\$943,425
Back file Conversion Option*	\$303,000
Total Project with Option	\$1,246,425

*Not-to-exceed contract amount of \$670,950

Schedule

Task	End Date
Project Kickoff	May 2016
Hardware Installation	May 2016
Design and Configuration	September 2016
Training	October 2016
Implementation	November 2016

Recommendation

- * Approve Contract Number 4600002085, Enterprise Content Management System (ECMS), Document/ Records Management System and Associated Licensing Agreement to American MicroImaging, Inc. (AMI) for the Document Records Management Project No. IS15003, for a not-to-exceed amount of \$670,920;

Consistent with the Agency's Business Goal and Objective to promote standards of efficiency and effectiveness in all Agency business processes



CONTRACT NUMBER: 4600002085
FOR
ENTERPRISE CONTENT MANAGEMENT SYSTEM (ECMS),
DOCUMENT/RECORDS MANAGEMENT SYSTEM
AND
ASSOCIATED LICENSING AGREEMENTS

THIS CONTRACT (the "Contract"), is made and entered into this 20th day of April, 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" or "IEUA"), and American Microlmaging, Inc., (AMI-The Paperless Company) of Los Angeles, California (hereinafter referred to as "Consultant") for implementation of an enterprise content management and document/records management system and all required licenses for use. Agency and Consultant are sometimes hereinafter referred to singularly as the "Party" or collectively as the "Parties."

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: Linda Johnson
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1759
Facsimile: (909) 993-1987
Email: ljohnson@ieua.org

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

Consultant: Jeffery Long
AMI – The Paperless Company
Address: 1125 West 6th Street, Suite 200
Los Angeles, California 90017
Telephone: (213) 250-3000, Extension 155
Facsimile: (213) 596-0152
Email: jeffrey@amipaperless.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002085.
 - B. Contract Number 4600002085 General Terms and Conditions.
 - C. Consultant's Final Proposal dated March 4, 2016
 - D. Agency's Request for Proposal dated October 20, 2015.

4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall be in accordance with Consultant's Final Proposals dated March 10, 2016, **Exhibit A**, and the Agency's Request for Proposal dated October 20, 2015, **Exhibit B**, which are both included herein and made a part hereof. These services, products, equipment, and other works as identified in Exhibits A and B (collectively the "Deliverables") shall be delivered in accordance with the mutually agreed-to delivery schedule **Exhibit C**.

Included within **Exhibit A**, is optional work for the Back-File Conversion, which shall be authorized in writing by the Agency's Project Manager via a Notice to Proceed. No work related to the Back-File Conversion SOW shall be authorized prior to the Notice to Proceed for such work.

NOTE: Consultant shall advise Agency within two (2) weeks of any changes to the written Scope of Work/Schedule based upon discussions from any meetings. Any changes must be made in writing by an Amendment to the Contract. Work initiated without written approval, shall be at Consultant's own risk, and shall not be reimbursed by the Agency.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate June 30, 2019, unless the parties exercise the options which shall include two (2) one-year option periods. Options shall be agreed to by both parties and amended to this contract in writing.
6. **COMPENSATION:** Agency shall pay Consultant'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 or exceed Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager. Invoices shall include Contract Number **4600002085**.

To expedite payment, Consultant's invoices shall be submitted electronically with all required back-up to apgroup@ieua.org, copying the Agency's Project Manager.

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by mutual agreement via a written Amendment to the Contract. The NOT-

TO-EXCEED Amount and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Consultant in accordance with Consultant's attached fee schedule **Exhibit D**, which is attached hereto and made a part hereof, up to a combined maximum total of **\$670,919.50** for all services and licenses provided. Payment shall be made only after review and acceptance of the work by the Agency's Project Manager. In no event, shall Consultant invoice for more than seventy percent of the total contract price prior to final testing and acceptance of the Deliverable by the Agency's Project Manager.

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

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

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

9. **INSURANCE & BONDING:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance and performance bond.
 - A. **Minimum Scope of Insurance:**
 1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87

- covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."
 3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
 4. **Professional Liability insurance** in the amount of \$1,000,000 per claim.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims 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 additional insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 0178), as respects: liability arising out of negligent activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.

- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
2. **Workers' Compensation and Employers Liability Coverage**
- The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.
3. **All Coverages**
- Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.
- 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:** Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. **Submittal of Certificates:** Consultant shall submit all required certificates and endorsements to the following:

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

- G. Performance Bond: Before execution of the contract by the Agency, the Consultant shall file with the Agency, on the forms furnished herewith, a performance bond in an amount equal to **\$95,400.00** for services performed as established in the contract to guarantee faithful performance of all the work, within the time prescribed, in a manner satisfactory to the Agency and that all materials and workmanship will be free from original or developed defects.
- H. Unsatisfactory Surety: Should any Surety, at any time, be deemed unsatisfactory by the Agency, notice will be given the Consultant to that effect. No further payments shall be deemed due, or will be made under the contract until a new Surety is accepted by the Agency.
- I. Effects of Changes or Extension of Time on the Surety: Changes to the work or schedule shall in no way release the Consultant or the Surety from their obligation under the bond.
- J. Insufficiency of the Bonds: Should any bonds required under this section become insufficient, the Consultant shall renew the bonds within ten (10) calendar days after receiving notice from the Agency of the bonds insufficiency.
- K. Procurement of Bonds: All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of the United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on federal Bonds and as Acceptable Reinsuring Companies," current on the date of the Notice of Award. The Consultant shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the required bonds.
- L. How Bonds Are To Be Payable: All bonds shall be payable to the Inland Empire Utilities Agency and shall remain in effect for sixty (60) days after acceptance of all the deliverables and the works completion.

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Consultant shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or

tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Consultant's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Grant Funded Projects: For grant-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review. This is not a grant funded project.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents and warrants that the Work and Deliverables will conform to the Agency's

functional requirements and specifications, set forth in the Agency's Request for Proposal and Consultant's Proposal. For a period of one (1) year after acceptance of the Deliverables, if the Project Manager rejects all or any part of the Work or Deliverables as unacceptable, Consultant shall fix or repair said work within thirty (30) business days to bring the Work in conformance to the functional requirements of the Deliverables. Should Consultant believe that the repair cannot be remedied (cured) under the warranty herein, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant, shall be resolved in accordance with the Dispute Section of this Contract.

I. Disputes:

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

- a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Consultant. If Agency reuses the materials and documents without Consultant's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the

Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
4. Notwithstanding anything to the contrary herein, Consultant's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Consultant. If the Agency reuses the Work or Documentation without Consultant's prior written consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

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

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

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

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

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

Agency: Warren T. Green
Manager of Contracts and Facilities Services
Inland Empire Utilities Agency
6075 Kimball Avenue, Building A
Chino, California 91708

Consultant: George Bandarian II
President & CEO
American Microlmaging, Inc. (AMI)
1125 West 6th Street, Suite 200
Los Angeles, California 90017

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

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

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

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

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultants' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any

time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.

20. **PUBLIC AGENCY CLAUSE:** Consultant agrees that other public agencies shall have the option to piggy-back upon the terms of this Contract for their own use for the services defined herein. The authority granted herein shall incur no financial responsibility or liability to IEUA in connection with another public agency's use to piggy-back upon the terms of this Contract. Consultant agrees that any public agency piggy-backing upon the terms of this Contract shall be solely responsible for its own arrangements with and payments to the Consultant and that the IEUA shall have no responsibility or liability whatsoever regarding the piggy-backing arrangements.
21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California in the Superior Court in the County of San Bernardino.
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services including services provided but not yet invoiced, up to the date of such termination.
23. **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.
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 Consultant.

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

INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT:

AMERICAN MICROIMAGING, INC. (AMI):

P. Joseph Grindstaff (Date)
General Manager



George Bandarian II (Date)
President & CEO
March 28, 2016




**ACTION
ITEM**

2C

Date: April 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (4/13/16)
Finance, Legal, and Administration Committee (4/13/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Ernest Yeboah *EY*
Executive Manager of Operations

Randy Lee *RL*
Manager of Operations

Subject: Contract Amendment to West Valley Mosquito and Vector Control
District for Midge Fly Treatment

RECOMMENDATION

It is recommended that the Board of Directors:

1. Ratify Contract Amendment No. 4600001970-001 with West Valley Mosquito and Vector Control District (WVMVCD) establishing a contract through June 30, 2016, for midge fly treatment services at Turner, San Sevaine, Victoria, and Ely Basins for a not-to-exceed amount of \$120,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Midge flies are aquatic insects that inhabit water bodies such as lakes, streams, and ponds, and are ubiquitous throughout the world. In fact, the presence of midge flies within a water body is an indicator of a healthy aquatic system. Unlike mosquitoes, midge flies do not bite and are not a vector for disease. However, they can become a nuisance in populated areas as swarming and resting adults come into contact with people and buildings. The recharge basins in the Chino Basin contain standing bodies of water that provide suitable conditions for midge flies, and have in the past created nuisance levels of adult midge flies in the surrounding areas.

In order to respond to the warm weather and expected outbreaks of midge flies in March, WVMVCD recommended IEUA proactively treat midge fly outbreaks before they become a significant public nuisance. WVMVCD is uniquely positioned to perform the required treatment because of their specialized skill and local knowledge due to their service area covering much of IEUA's service area. As a result of WVMVCD's recommendation, IEUA had them start midge fly treatment in March 2016. In accordance, with Procurement Ordinance 101, the General Manager utilized his authority to authorize emergency procurement and approved the amendment with WVMVCD. Additionally, WVMVCD is concurrently conducting midge fly sampling under a separate IEUA contract and will have the most comprehensive and current understanding of the midge fly conditions within the recharge basins.

The midge fly treatment supports the Agency's objective to be a "Good Neighbor" under the business goal of Environmental Stewardship, as well as the objective of "maximizing the recharge of recycled water" under the business goal of Water Reliability.

PRIOR BOARD ACTION

The Board approved the purchase of an ARGO amphibious vehicle for midge fly treatment in 2014 and recently approved a contract to WVMVCD for midge fly sampling and control investigation.

IMPACT ON BUDGET

If approved, the anticipated expenses of \$120,000 for Fiscal Year 2015/16 will be funded from the Groundwater Recharge's professional fees and services budget.



CONTRACT AMENDMENT NUMBER: 4600001970-001

**FOR
VECTOR CONTROL SERVICES**

THIS AMENDMENT NUMBER 1, to Contract Number 4600001970, between the Inland Empire Utilities Agency, and West Valley Mosquito and Vector Control District, of Ontario, California, shall revise the Contract as follows:

REVISE SECTION 4, SCOPE OF WORK AND SERVICES, ADDING A PARAGRAPH "E" TO READ:

- E. Contractor shall, for performance period through June 30, 2016, provide professional midge fly treatment services. As deemed necessary by WVMVCD staff, treatment services will be provided at each of four IEUA sites:
 1. Turner Basins
 2. Ely Basins
 3. San Sevaine Basins
 4. Victoria Basin

Contractor's services shall be provided in accordance with WVMVCD's proposal letter dated February 24, 2016 (Attachment A), which is incorporated into and made a part of Contract Number 4600001970, with this reference.

REVISE SECTION 6, COMPENSATION, ADDING A PARAGRAPH TO READ:

As compensation for the satisfactory performance of the services required under Contract Amendment Number 4600001970-001, Agency shall increase the Not-to-Exceed value of the Contract by \$120,000. With the full execution of this Contract Amendment Number 4600001970-001, the Not-to-Exceed value of the Contract Number 4600001970 shall be increased to \$145,000.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above amendment item, and in doing so have caused this document to become incorporated into the Contract Documents.

INLAND EMPIRE UTILITIES AGENCY:

**WEST VALLEY MOSQUITO AND
VECTOR CONTROL DISTRICT:**


P. Joseph Grindstaff
General Manager

3/8/16
(Date)


Min-Lee Cheng
District Manager

3 / 1 1 / 1
(Date)

Attachment A



WEST VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT

1295 E. LOCUST STREET, ONTARIO, CA 91761 TELEPHONE (909)-635-0307
WWW.WVMOSQUITO.ORG

BOARD OF TRUSTEES

CHINO
Glenn Duncan

CHINO HILLS
Cynthia Moran

DISTRICT AT LARGE
Benjamin Lopez

MONTCLAIR
Carolyn Raft

ONTARIO
Paul Leon

RANCHO CUCAMONGA
William Wittkopf

DISTRICT MANAGER
Min-Lee Cheng, Ph.D.

February 24, 2016

Inland Empire Utilities Agency
Attn. Bill Leever
Groundwater Recharge Coordinator
6075 Kimball Ave.
Chino, CA 91708

Mr. Leever:

Per our discussions on midge fly treatment services at groundwater recharge basins, West Valley Mosquito and Vector Control District (WVMVCD) proposes to provide midge control treatment services at a rate of \$80 per hour of staff time plus the cost of materials, not to exceed \$120,000 (150 acres x 3 treatments), through June 30, 2016.

A general summary of anticipated services are listed below.

- 1) Based on survey results of midge fly populations (conducted under separate contract with IEUA), WVMVCD will notify the IEUA project manager by email (an inspection report) when midge treatment at Turner, San Sevaine, Victoria, and Ely Basins is deemed necessary.
- 2) IEUA will share basin maintenance schedules with WVMVCD (e.g. when the basin is going to be drained) at least a month ahead, so as to avoid chemical treatments.

WVMVCD looks forward to working with IEUA on midge fly control at the groundwater recharge basins.

Sincerely,

Min-Lee Cheng, Ph.D.
District Manager
West Valley Mosquito and Vector Control District
1295 E. Locust St, Ontario, CA 91761
mcheng@wvmvcd.org
909-635-0307

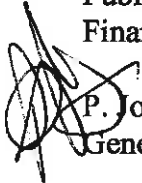
**ACTION
ITEM**


2D


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (04/13/16)
Finance, Legal & Administration Committee (04/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Prado Basin Habitat Sustainability Program Reimbursement Agreement
Amendment

RECOMMENDATION

It is recommended that the Board of Directors:

1. Amend the reimbursement agreement with the Chino Basin Watermaster for the Prado Basin Habitat Sustainability Program to increase the total program cost from \$600,000 to \$934,500; and
2. Authorize the General Manager to execute the reimbursement agreement amendment.

BACKGROUND

In December 2010, the Inland Empire Utilities Agency (IEUA) approved the Peace II Subsequent Environmental Impact Report (SEIR). The Peace II SEIR was collaboratively completed by IEUA and Chino Basin Watermaster (CBWM) and laid the foundation for the implementation of hydraulic control, reoperation of the Chino Basin and continued use of recycled water.

The SEIR, requires IEUA, CBWM, Orange County Water District (OCWD) and individual stakeholders, to convene a Committee to develop and implement the Prado Basin Habitat Sustainability Program (Program). Under this Program, IEUA and CBWM are committed to performing the following Tasks:

1. Develop an Adaptive Management Plan (AMP)

Prado Basin Habitat Sustainability Program Reimbursement Agreement Amendment

April 20, 2016

Page 2 of 3

2. Construct groundwater monitoring wells; and
3. Perform vegetation surveys

The AMP and monitoring wells needed to be complete prior to the operation of the Chino Desalter expansion (part of the Peace II agreement), which was scheduled for December 2015. Through the completion of these tasks, the project experienced unforeseen impacts which resulted in changes to the costs currently approved. Impacts included time delays due to land acquisitions, environmental permitting and monitoring and increased scope for the AMP. To allow the project to complete in time, IEUA and CBWM agreed to track changes as they occur and reconcile after the completion of the tasks. This allowed both tasks to be completed in time.

Under the Program, IEUA and CBWM have entered into a reimbursement agreement for a total Program cost of \$600,000 (cost-shared 50/50 by both agencies) through fiscal year 2022/23. Due to the time and scope impacts identified above, the Program is expected to incur an additional \$334,500 in costs through fiscal year 2025/26. This will require an amendment to the current reimbursement agreement, increasing the total Program cost from \$600,000 to \$934,500. To date, \$795,387 has been spent under this Program.

During the reconciliation process, tasks associated with photo monitoring and vegetation surveys were included as part of the AMP, as these are considered part of the monitoring program. According to the 2008 Bright Line approach agreement, costs associated to the monitoring requirements of the AMP will be the responsibility of the CBWM in full. This resulted in changes to each agencies costs-sharing allocation as presented in Table 2.

Table 1: Program cost summary since inception, including all amendments

Task	Initial Cost	2013 Amendment	Proposed 2016 Amendment
AMP Report	\$25,000	\$97,780	\$179,400
Monitoring Wells	\$390,000	\$377,220	\$625,100
Vegetation Surveys	\$20,000	\$80,000	\$100,000
Photo Monitoring	\$0	\$15,000	\$0
Annual Permit Fees	\$0	\$0	\$30,000
Contingency	\$5,000	\$30,000	\$0
Total Program Cost	\$440,000	\$600,000	\$934,500

Table 2: Proposed Cost-Share Allocation to each Agency

Task	Lead Agency	% Cost Share	
		IEUA	Watermaster
AMP Report	IEUA	50	50
Monitoring Wells	IEUA	50	50
Vegetation Surveys	IEUA	0	100
Photo Monitoring	CBWM	0	100
Annual Permit Fees	IEUA	50	50
Total Program Costs by Agency		\$417,250	\$517,250

The item will be presented to CBWM Board in May 2016.

The PBHS Program is consistent with the *Agency's Business Goal of Water Reliability* by maximizing the beneficial reuse of recycled water and sources of groundwater within the Chino Basin.

PRIOR BOARD ACTION

On August 21, 2013, the IEUA Board of Directors awarded the contract for installation of the groundwater monitoring wells and approved an amendment to IEUA/CBWM reimbursement agreement in the amount of not-to-exceed \$600,000.

On October 17, 2012, the IEUA Board of Directors approved an MOU with the United States Bureau of Reclamation and the CBWM for the Prado Basin Habitat Sustainability Program to perform the vegetation surveys.

On October 3, 2012, the IEUA Board of Directors approved the reimbursement agreement in the amount of \$440,000 with CBWM for the Prado Basin Habitat Sustainability Program.

On July 18, 2012, the IEUA Board of Directors approved the application for a \$250,000 DWR grant.

On October 6, 2010, the IEUA Board of Directors approved the Peace II SEIR.

IMPACT ON BUDGET

If approved, the total project cost will be amended from \$600,000 to \$934,500. CBWM cost share will increase from \$300,000 to \$517,250 and the corresponding Agency's cost share will increase from \$300,000 to \$417,250. The budget of Project No. WR13022 under the Recharge Water (RW) fund will be amended to reflect the new program cost.

Attachments: Amended Reimbursement Agreement (4600001511-002).



AMENDMENT NUMBER: 4600001511-002

AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND INLAND EMPIRE UTILITIES AGENCY REGARDING REIMBURSEMENT OF THE PEACE II SUBSEQUENT ENVIRONMENTAL IMPACT REPORT MITIGATION MEASURE 4.4.3 (PRADO BASIN HABITAT SUSTAINABILITY PROGRAM)

THIS AMENDMENT NUMBER 2, to Contract Number 4600001511, between the Chino Basin Watermaster and the Inland Empire Utilities Agency shall revise the Agreement as follows:

REVISE SECTION 3, TO READ AS FOLLOWS:

Project costs related to the Program will be cost shared between the Watermaster and IEUA as indicated below and included in Attachments A and B. Watermaster and IEUA will contribute up to a total project cost amount of a **not-to-exceed \$934,500** through the end of FY 2029/30. Refer to Attachment A for additional details on project cost. Total contributions by Watermaster will be \$517,250 and IEUA will be \$417,250 as indicated in Attachment B. Program cost includes, but is not limited to the following tasks as required by the Peace II Subsequent EIR mitigation measure 4.4-3.

- a) IEUA shall retain a qualified consultant to develop the Prado Basin Habitat Sustainability Adaptive Management Plan (ID 1-A). This activity shall be cost shared 50/50 between Watermaster and IEUA.
- b) Watermaster shall retain Wildermuth Environmental, Inc. (WEI) to complete and finalize the Prado Habitat Sustainability Adaptive Management Plan (ID 1-B). This activity shall be cost shared 50/50 between Watermaster and IEUA.
- c) Watermaster shall retain WEI to perform project management and construction tasks related to the monitoring well installations under this program (ID 2). This activity shall be cost shared 50/50 between Watermaster and IEUA.
- d) IEUA shall retain a qualified contractor to construct and install monitoring wells (ID 3). This activity shall be cost shared 50/50 between Watermaster and IEUA.
- e) IEUA shall retain the United States Bureau of Reclamation (USBR) to perform four separate vegetative monitoring trip reports by 2025 (ID 4). This activity and corresponding materials will be made part of the Prado Basin Habitat Sustainability Adaptive Management Plan. This activity will be administered by IEUA and all task related costs will be the responsibility of the Watermaster.
- f) Watermaster shall retain a qualified contractor to perform monthly or quarterly photo monitoring (ID 5). This activity and corresponding materials will be made part of the Prado Basin Habitat Sustainability Adaptive Management Plan. All task related costs will be the responsibility of the Watermaster. Estimated scope of work and budget will be determined after completion of the Prado Basin Habitat Sustainability Adaptive Management Plan. Budget related to this task will not be included or part of this agreement.

- g) IEUA shall retain qualified contractors to perform environmental and regulatory permitting tasks related to the construction of the monitoring wells under this program (IDs6 and 7). This activity shall be cost shared between the Watermaster and IEUA.
- h) Contract Labor retained by wither Watermaster or IEUA to perform project management and administration shall be cost shared 50/50 between Watermaster and IEUA (ID 8).
- i) IEUA shall obtain the required easements and licenses related to the construction and long-term monitoring activities of the monitoring wells under this Program (ID 9). This activity shall be cost shared between Watermaster and IEUA.
- j) Watermaster shall retain a qualified consultant and/or contractor to prepare reports required by the Prado Basin Habitat Sustainability Adaptive Management Plan (ID 10). Costs related to this activity are unknown at this time. All task related costs will be the responsibility of the Watermaster. Estimated scope of work and budget will be determined after completion of the Prado Basin Habitat Sustainability Adaptive Management Plan. Budget related to this task is not included or part of this agreement.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

The parties hereto have mutually covenanted and agreed as per the above amendment item(s), and in doing so have caused this document to become incorporated into the Contract documents.

INLAND EMPIRE UTILITIES AGENCY:
*(*A MUNICIPAL WATER DISTRICT)*

CHINO BASIN WATERMASTER:

 P. Joseph Grindstaff
 General Manager

 (Date)

 Peter Kavounas
 General Manager

 (Date)

Project Cost Summary
 WR13022 - Prado Basin Habitat Sustainability Program
 Contract 4600001511 (Effective May 1,2012)
 Contract 4600001511-001 (Effective August 22, 2013)
 Contract 4600001511-002 (Proposed Budget for April 2016 Board Adoption)

ATTACHMENT A - TOTAL PROJECT COST

Project Cost Summary Table									
ID	Description	Lead Agency	Est. % Complete	Initial Budget	2013 Amended Budget	2016 Amended Budget	Cost to Date (01/25/16)	Outstanding Cost	Total ID Cost
1-A	Adaptive Management Plan (AMP) - RBF	IEUA	100%	\$ 25,000	\$ 98,000	\$ 123,100	\$ 123,030	\$ -	\$ 123,100
1-B	Adaptive Management Plan (AMP) - WEI	CBWM	50%	\$ -	\$ -	\$ 56,300	\$ 26,286	\$ 30,000	\$ 56,300
2	Monitoring Wells - WEI CM Services	CBWM	100%	\$ 170,000	\$ 215,000	\$ 325,700	\$ 325,664	\$ -	\$ 325,700
3	Monitor Wells - Construction	IEUA	100%	\$ 210,000	\$ 162,000	\$ 168,300	\$ 168,235	\$ -	\$ 168,300
4	USBR Vegetation Survey	IEUA	25%	\$ 20,000	\$ 80,000	\$ 100,000	\$ 20,000	\$ 80,000	\$ 100,000
5	Photo Monitoring	CBWM	0%	\$ -	\$ -	\$ -	\$ -	TBD	TBD
6	Monitor Wells-Environmental/Monitoring	IEUA	100%	\$ 15,000	\$ 15,000	\$ 51,600	\$ 51,594	\$ -	\$ 51,600
7	Monitor Wells - Permits and Easements	IEUA	100%	\$ -	\$ -	\$ 68,000	\$ 67,935	\$ -	\$ 68,000
8	Monitor Wells - IEUA contract labor for CM	IEUA	100%	\$ -	\$ -	\$ 11,500	\$ 11,409	\$ -	\$ 11,500
9	Annual Permit Fees	IEUA	5%	\$ -	\$ -	\$ 30,000	\$ 1,235	\$ 28,700	\$ 30,000
10	AMP Monitoring and Reporting	CBWM	0%	\$ -	\$ -	\$ -	\$ -	TBD	TBD
	Contingency			\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
Total Project Cost							\$ 795,387	\$ 138,700	\$ 934,500

Project Cost Summary
 WR13022 - Prado Basin Habitat Sustainability Program
 Contract 4600001511 (Effective May 1, 2012)
 Contract 4600001511-001 (Effective August 22, 2013)
 Contract 4600001511-002 (Proposed Budget for April 2016 Board Adoption)

ATTACHMENT B - COST SHARE SUMMARY

Prado Basin Cost Share Agreement									
ID	Description	Lead Agency	Cost to Date (01/25/16)	Total ID Cost	% Expended	% Cost Share IEUA	% Cost Share CBWM	IEUA Commitment	CBWM Commitment
1-A	Adaptive Management Plan (AMP) - RBF	IEUA	\$ 123,030	\$ 123,100	100%	50%	50%	\$ 61,550	\$ 61,550
1-B	Adaptive Management Plan (AMP) - WEI	CBWM	\$ 26,286	\$ 56,300	47%	50%	50%	\$ 28,150	\$ 28,150
2	Monitoring Wells - WEI CM Services	CBWM	\$ 325,664	\$ 325,700	100%	50%	50%	\$ 162,850	\$ 162,850
3	Monitor Wells - Construction	IEUA	\$ 168,235	\$ 168,300	100%	50%	50%	\$ 84,150	\$ 84,150
4	USBR Vegetation Survey	IEUA	\$ 20,000	\$ 100,000	20%	0%	100%	\$ -	\$ 100,000
5	Photo Monitoring	CBWM	\$ -	TBD	0%	0%	100%	\$ -	\$ -
6	Monitor Wells-Environmental/Monitoring	IEUA	\$ 51,594	\$ 51,600	100%	50%	50%	\$ 25,800	\$ 25,800
7	Monitor Wells - Permits and Easements	IEUA	\$ 67,935	\$ 68,000	100%	50%	50%	\$ 34,000	\$ 34,000
8	Monitor Wells - IEUA contract labor for CM	IEUA	\$ 11,409	\$ 11,500	99%	50%	50%	\$ 5,750	\$ 5,750
9	Annual Permit Fees	IEUA	\$ 1,235	\$ 30,000	4%	50%	50%	\$ 15,000	\$ 15,000
10	AMP Monitoring and Reporting	CBWM	\$ -	TBD	0%	0%	100%	\$ -	\$ -
Total			\$ 795,387	\$ 934,500				\$ 417,250	\$ 517,250

Prado Basin Habitat Sustainability Program Reimbursement Agreement Amendment



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Jason Pivovarovoff

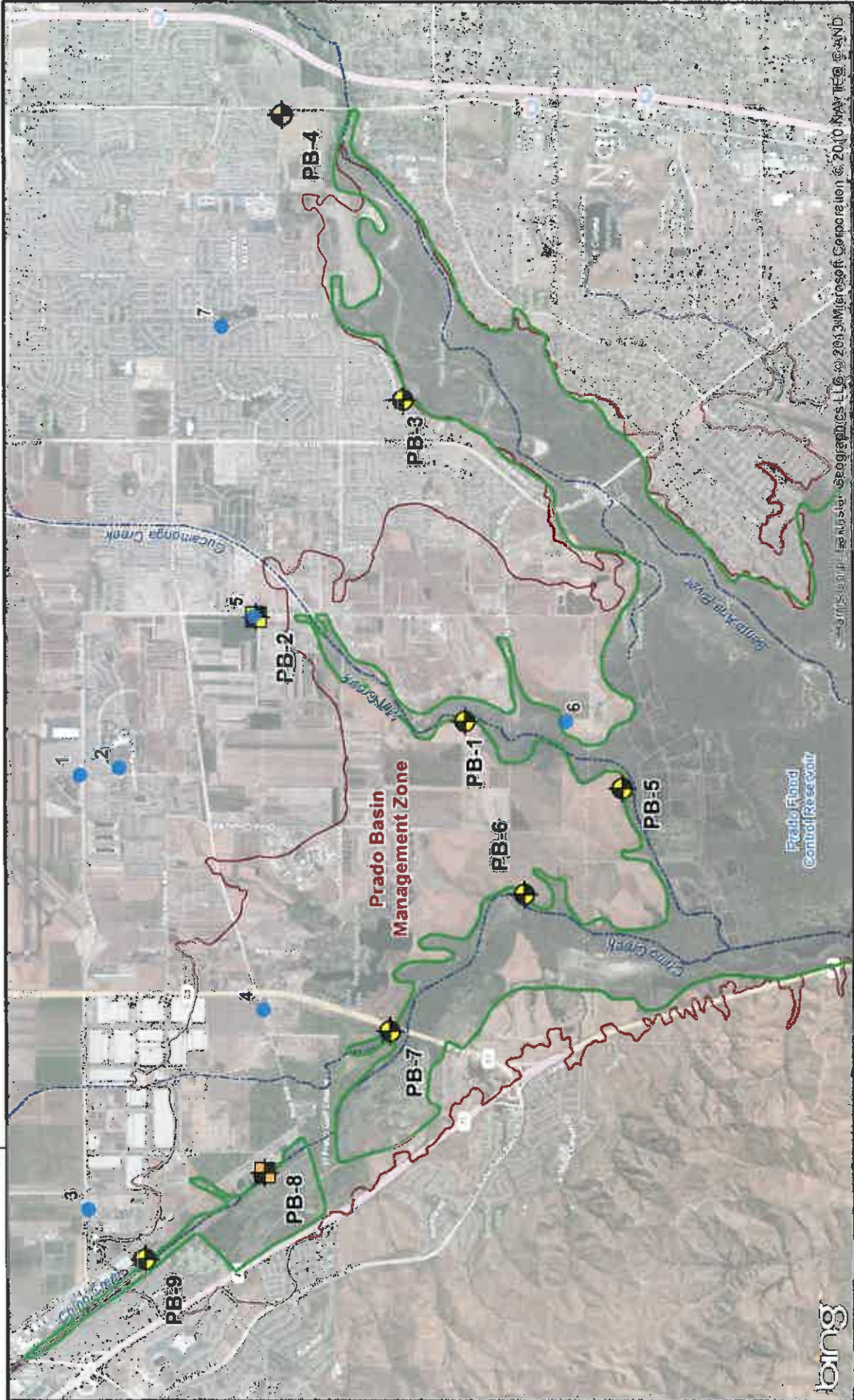
IEUA Board of Directors Meeting
April 2016

Prado Basin Habitat Sustainability Program

- **CEQA Mitigation Measure for Peace II**
 - Develop an Adaptive Management Plan, including:
 - **Biological Monitoring:**
 - Riparian habitat quality and extent
 - Hydrological factors essential to the long-term ecological sustainability
 - Identify key indicators/stressors that would trigger change in water management
 - **Corrective Actions:**
 - Identification of water management options that would minimize impact

- **Integral Part of approving Hydraulic Control**

117°40'0"W



0 2,000 4,000 6,000 Feet
 0 500 1,000 2,000 Meters

PBHSP Monitoring Well Locations



- Main Features**
- Dual-Clustered Monitoring Well (Yellow = Habitat only, Orange = HCMP/Habitat)
 - Single Monitoring Well (Yellow = Habitat only, Orange = HCMP/Habitat)
 - Prado Basin Habitat Sustainability Program Study Area
 - HCMP Monitoring Well

Prepared by:
 Author: MAB
 Date: 4/1/2013
 Name: Fig_1_PB Well Locations

WILDERMUTH
 ENVIRONMENTAL, INC.

23892 Batcher Drive
 Lake Forest, CA 92550
 949.420.3030
 www.wildermuthenvironmental.com

Figure 1

Prado Basin Habitat Sustainability Agreement

- Oct 2012 Board approved initial reimbursement agreement between CBWM and IEUA
 - Current agreement in the amount of NTE \$600,000
 - All Program cost to be split 50/50
- Amendment required to increase Program cost, adjust cost-share allocation and extend term
 - To date, \$795,387 has been spent under this Program

Program Cost Summary

Task	Initial Agreement	2013 Amendment	2016 Amendment
AMP Report	\$25,000	\$97,780	\$179,400
Monitoring Wells	\$390,000	\$377,220	\$625,100
Vegetation Survey	\$20,000	\$80,000	\$100,000
Photo Monitoring	\$0	\$15,000	\$0
Annual Permit Fees	\$0	\$0	\$30,000
Contingency	\$5,000	\$30,000	\$0
Total Program Cost	\$440,000	\$600,000	\$934,500
IEUA Cost		\$417,250	
CBWM Cost		\$517,250	



Recommendation

Amend the reimbursement agreement with the Chino Basin Watermaster for the Prado Basin Habitat Sustainability Program to increase the total program cost from \$600,000 to \$934,500 and authorize the General Manager to execute the reimbursement agreement amendment.

The PBHS Program is consistent with the **Agency's Business Goal of Water Reliability** by maximizing the beneficial reuse of recycled water and sources of groundwater within the Chino Basin.


**ACTION
ITEM**


2E


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Finance, Legal & Administration Committee (04/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Sale of One Inland Empire Brine Line (Brine Line) Capacity Unit to Eastside Water Treatment Plant

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the sale of one Brine Line capacity unit to Eastside Water Treatment Plant; and
2. Authorize the General Manager to execute the Brine Line Capacity Right Agreement.

BACKGROUND

The Eastside Water Treatment Plant (EWTP) is a facility owned by the City of Chino located at 7537 Schaefer Avenue in the City of Ontario. The City of Chino began operation of the EWTP in partnership with the Lewis Operating Corp. in 2013. The facility is an ion exchange plant designed to pump and treat groundwater high in nitrates to supply potable water to the City of Chino.

EWTP transports its brine by truck to the Agency's Brine Line Collection Station. EWTP has plans to construct a pipeline for direct connection to the Brine Line in the next several years. In the interim, EWTP has determined it would be more cost effective to purchase one capacity unit for its hauled waste charges. On November 17, 2015, the SAWPA Commission approved Resolution 2015-09 establishing a policy for ownership of Brine Line Capacity by indirect dischargers.

Sale of One Brine Line Capacity Unit to Eastside Water Treatment Plant

April 20, 2016

Page 2 of 2

The Agency has available capacity units in the Brine Line to provide to EWTP. The Agency has received the signed EWTP capacity right agreement for the capacity unit consistent with the Board adopted ordinance.

The sale of one capacity unit to EWTP is consistent with the Agency's business goal of *Environmental Stewardship* by meeting federal, state and local pretreatment regulations within the Agency's service area, helping ensure protection of the water recycling plants, and safeguarding public health and the environment.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the Agency's Non-Reclaimable Wastewater (NC) Fund will be increased by \$215,000 from the sale of one capacity unit in FY 2015/16.

Attachments: 1. Capacity Right Agreement
2. EWTP County Parcel Description

CAPACITY RIGHT AGREEMENT
Agreement Number 4600002015

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, between Inland Empire Utilities Agency, a Municipal Water District, hereinafter called "the Agency", and the City of Chino, a Municipality, hereinafter referred to as "User"

WHEREAS, the Agency owns and operates a system of pipelines for disposal of non-reclaimable and industrial wastewater, hereinafter called "Disposal System"; and

WHEREAS, the Agency's Board of Directors has adopted Ordinance No. 96, which ordains the manner in which a person may obtain and utilize Capacity Rights through Agreement with the Agency and sets forth provisions governing disposal of wastewater into the Disposal System. As used herein, Ordinance No. 96 includes any amendments or successor ordinances thereto; and

WHEREAS, User operates an ion exchange plant to treat groundwater located in the City of Ontario, CA, identified on the attached (Exhibit A) Assessor Parcel Map APN: 1053-111-01-0000 and 1053-111-03-0000 of the County of San Bernardino, State of California. User is currently an Indirect Discharger as defined in Ordinance No. 96. User desires to construct a direct connection to the Disposal System however due to right of way, easement and permit acquisition issues, the direct connection will take a significant period of time to accomplish.

WHEREAS, User has reviewed Ordinance No. 96 and, pursuant to its terms and conditions, desires to purchase one (1) Agency Capacity Unit to secure the right to dispose of ion exchange regeneration wastewater and water softener backwash to the Disposal System.

NOW, THEREFORE, IT IS AGREED between the Agency and User as follows:

1. **INCORPORATION OF ORDINANCE.** Ordinance No. 96, adopted by the Agency on February 19, 2014, and amended from time to time thereafter, is incorporated as part of this Agreement as set forth in full.
2. **COMPLIANCE WITH ORDINANCE.** User agrees to discharge only such wastes that are acceptable to the Agency and shall comply with all provisions of Ordinance No. 96 and any amendment thereto.
3. **APPLICABLE REAL PROPERTY.** The Capacity Right herein agreed upon applies to the real property described in Exhibit "A" attached and made a part hereof. User shall not convey title to said Capacity Right, sublet or rent the use of said Capacity Right or, in any manner, permit the use of said Capacity Right by others to the extent authorized herein.
4. **INITIAL CAPACITY CHARGE AND CAPACITY RIGHT.** User, in consideration of this Agreement, agrees to pay the Agency the sum of Two Hundred Fifteen Thousand dollars (\$215,000.00) for the one (1) Agency Capacity Unit. The Agency, in consideration of User's request, agrees to provide User one (1) Agency Capacity Unit and the qualified right to discharge a quantitative discharge limit of 15 gallons per minute (gpm). Should the User discharge in excess of the maximum 21,600 gallons per day discharge limit, the User agrees to pay the Agency the applicable charges as established and required by the current Agency resolution for trucked discharges to the Inland Empire Brine Line.


5. SERVICE CHARGE. User, in consideration of this Agreement, agrees to pay the Agency the applicable monthly wastewater service charge including, but not limited to, the volumetric, capacity and strength charge, capital improvement project and supplemental charges, surcharges, administrative charges, if applicable, as established and required by the Agency's resolution or amendment to Ordinance No. 96, which is adopted from time to time by the Agency's Board of Directors. The Agency shall invoice User directly for this charge.

6. INDEMNIFICATION. Agency shall indemnify, defend, and hold User, its officials, officers, and employees harmless from and against any and all actions, claims, damages, expenses, and liability arising out of the acts or omissions of Agency in the performance of its obligations under this Agreement. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

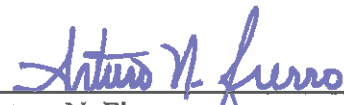
User shall indemnify, defend, and hold Agency, its officials, officers, and employees harmless from and against any and all actions, claims, damages, expenses, and liability arising out of the acts or omissions of User in the performance of its obligations under this Agreement. It is understood that the duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

IN WITNESS THEREOF, the Agency and User have executed this Agreement on the date first above written.

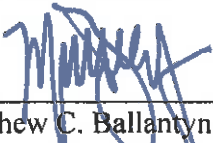
APPROVED AS TO CONTENT:

 3.14.2016
Jose Alire Date
Assistant City Manager/PW

APPROVED AS TO FORM:

 03/03/16
Arturo N. Fierro Date
Assistant City Attorney

CITY OF CHINO:

 3.16.16
Matthew C. Ballantyne Date
City Manager

INLAND EMPIRE UTILITIES AGENCY:

P. Joseph Grindstaff
General Manager

Signature Date

ATTEST:

 3-16-16
Angela Robles Date
City Clerk

Property Information Management System

San Bernardino County
Office of the Assessor



PROPERTY INFORMATION REPORT FOR PARCEL 1053-111-01-0000



Property Information

Parcel 1053111010000

Property Address (Main Situs) Protected per CA. Govt. Code Sect. 6254.21
Protected per CA. Govt. Code Sect. 6254.21

Parcel Status ACTIVE
Parcel Type REAL PROPERTY
Property ID
Tax Status ASSESSED BY COUNTY
Use Code DAIRY

Owner and Mailing Address CITY OF CHINO

Land Access CHECK
Size 3.501 TO 7.000 ACRES

C/O CITY MANAGER
Protected per CA. Govt. Code Sect. 6254.21
Protected per CA. Govt. Code Sect. 6254.21

Land Type SINGLE FAMILY RESIDENTIAL
District ONTARIO

Effective Date 09/09/2004

Resp Group SPECIAL PROPERTY
Resp Unit ALL SECTION 11 ASSESSMENTS

Current Owners

Name	Document Numbers
CITY OF CHINO	
R/I SOLE OWNER	20040300011
% Int 100.0000000	20040589770
Type BILLED OWNER	
Acquisition Date 04/30/2004	
Document Date 04/30/2004	
Inactive Date NONE	

Legal Parcel Map

Parcel Map	Parcel Nbr	Unit	Book	Page
	1053111010000			

Legal Description

RANCHO SANTA ANA DEL CHINO W 180 FT LOTS 6 AND 11 SEC 17 TP 2S R 7W MEAS TO ST C/L 4.59 AC M/L

No Legal Reason for Change Found

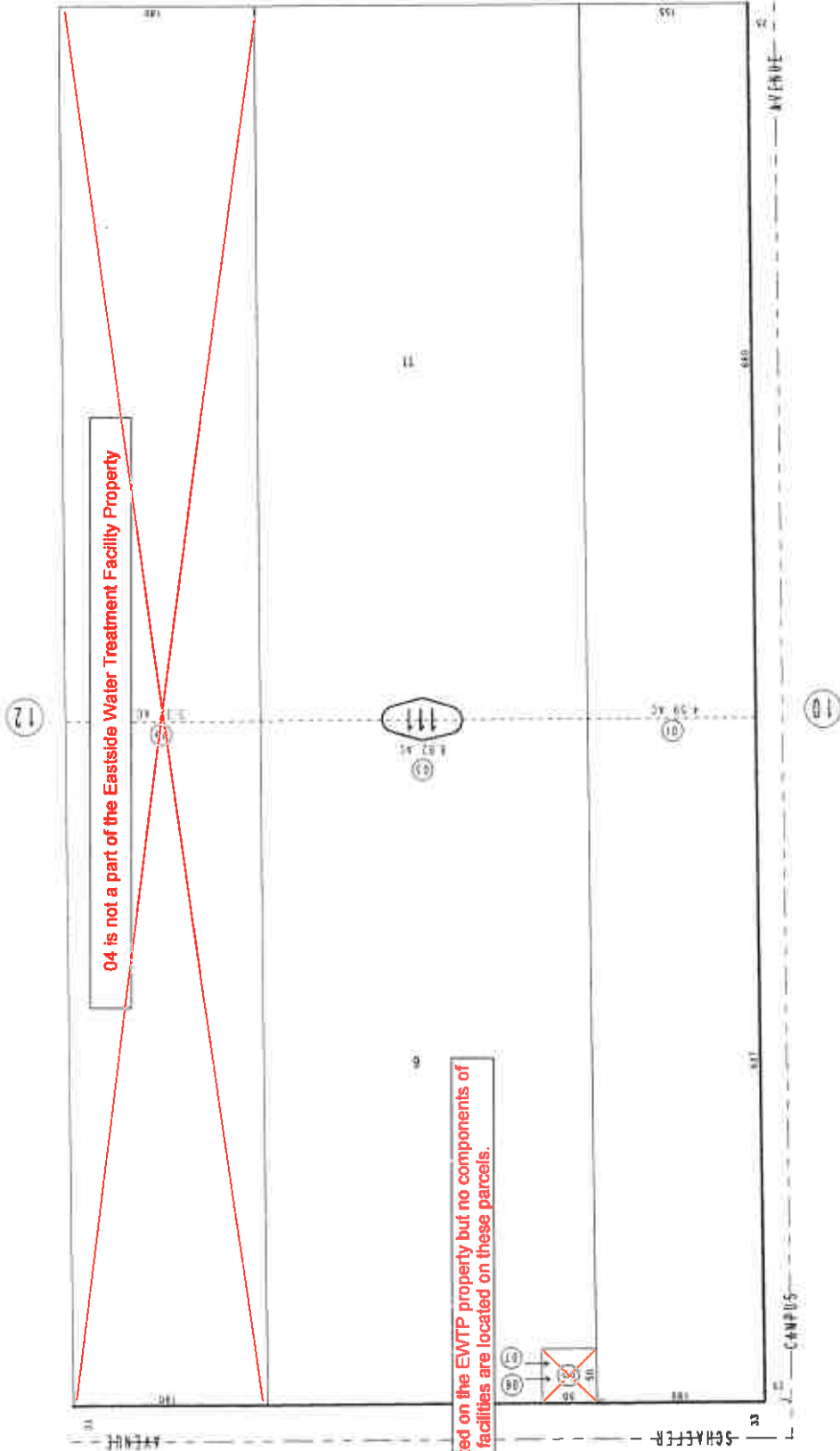
No Active Homeowner's Exemptions Found

Ptn. Rancho Santa Ana Del Chino, M.B. 6/15

City of Ontario
Tax Rate Area
4074

1053 - 1
Exhibit A

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



Ptn. N.W.1/4, Sec.17
T.2S.,R.7W., S.B.B.&M.

Assessor's Map
Book 1053 Page 11
San Bernardino County

REVISED
04/05/05 LH

November 2004


**ACTION
ITEM**


2F


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (04/13/16)
Finance, Legal & Administration Committee (04/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Professional Services Contract Award for Septic User Feasibility Study

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the professional services contract award for the Feasibility Study for Sewer Service to Septic Users in the IEUA Service Area, Project No. PL16015 to RMC Water and Environment for the not-to-exceed amount of \$286,813; and
2. Authorize the General Manger to execute the contract.

BACKGROUND

The groundwater resources for the Agency's service area represent a significant source of the region's drinking water supply. In 1989, the California Regional Water Quality Control Board (Regional Board) performed a review of the nitrate problem in the groundwater of the Santa Ana Region and the relationship to septic tanks. The review, which included specific areas of the Agency's service area, found that there was a link between the nitrate contamination in the groundwater and septic tanks installed in local high density developments.

As a result of the review, the Regional Board adopted a Basin Plan amendment on October 13, 1989 to include minimum lot size requirements to limit the density of new septic tank installations in order to control the nitrate quality issues within the Santa Ana Region. Since then, the Regional Board has adopted an updated policy approved by the State Water Resources Control Board for the installation of new and replacement septic tank systems.

The Agency, with the assistance of the regional contracting agencies (RCA), performed an initial review of the service area septic parcels in June 2015. The review estimated approximately 3.0 to 6.0 million gallons per day is managed through use of septic tanks within the service area.

A request for proposal (RFP) was issued on January 7, 2016 seeking the professional services of a consultant to complete a feasibility study to evaluate providing sewer service to septic users in the IEUA service area. The feasibility study will define sewer service regions and prioritize the regions on a ranking methodology based on grant funding opportunities and other benefits to the service area such as groundwater quality, recycled water, and low impact development considerations. The assessment of the existing sewer system capacity for the RCAs and IEUA along with associated costs to convert the communities to sewer will also be addressed in the feasibility study.

On January 28, 2016, Staff presented the project as an informational item to the Technical Committee. On February 23, 2016, two responses to the RFP were received by the Agency from RMC Water & Environment (RMC) and TKE Engineering, Inc. (TKE). A selection panel consisting of representatives from the cities of Fontana, Montclair, Ontario, and IEUA reviewed the two proposals. Based on the proposals, RMC was selected based on their understanding of the scope of work, the project team qualifications, previous similar project experience, and their ability to meet the project schedule. The projected costs of the feasibility study is \$251,544 with two optional tasks of outreach and geotechnical condition evaluations for \$35,269. The feasibility study is scheduled to be completed by September 2016.

This feasibility study aligns with the Agency's business goal of *Water Reliability* by protecting groundwater quality and supporting new water supplies, the recycled water program, and the groundwater recharge program.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The award of the professional services contract for the Feasibility Study for Providing Sewer Service to Septic Users in the IEUA Service Area, for the not-to-exceed amount of \$286,813 is within the total project budget of Project No. PL16015 in the Regional Wastewater Capital Improvement (RC) Fund. The current total project budget for FY2015/16 is \$50,000 with the remaining \$350,000 to be budgeted through the FY 2016/17 budget process. In February 2016, IEUA applied for a Small Community Wastewater Planning Grant seeking \$500,000 to support the feasibility study in areas that will qualify as small disadvantaged communities. Upon approval from the SWRCB, the project budget will be revised to align with the grant funding.

Attachments: Contract with RMC

Sewer Service to Septic Users Feasibility Study Award



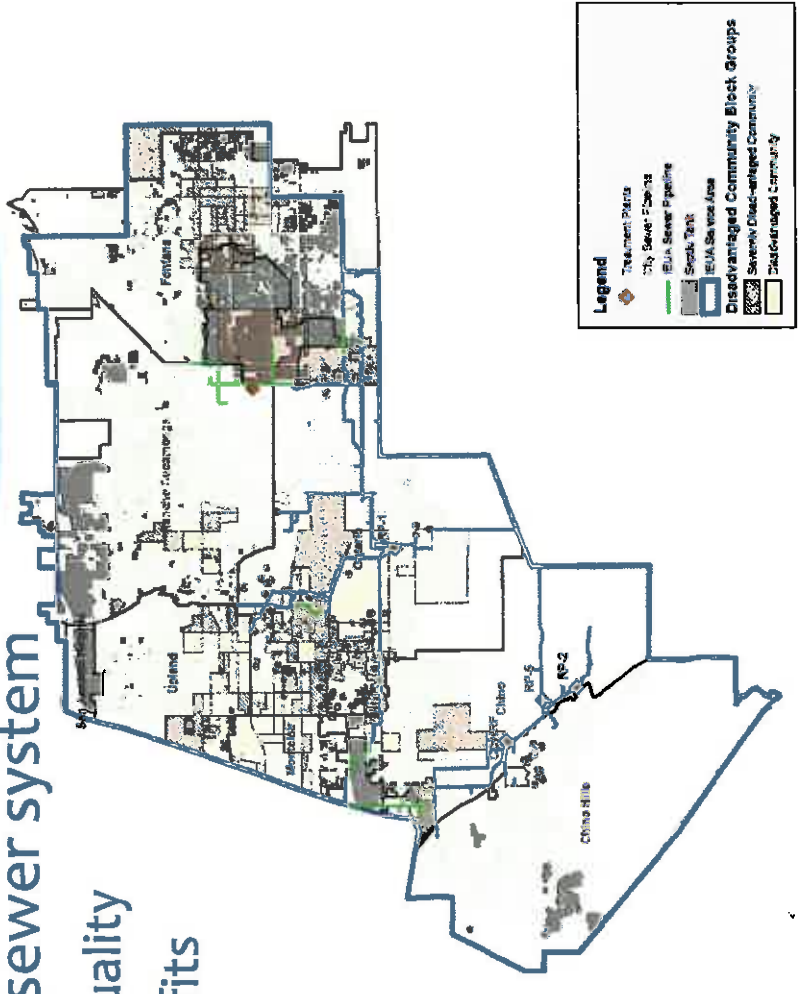
Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Ken Tam

IEUA Board of Directors Meeting
April 2016

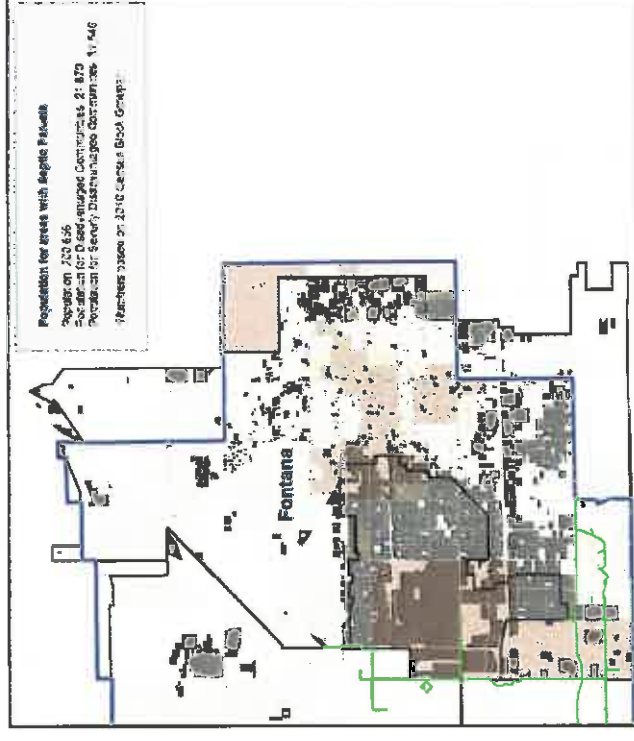
Project Background

- Conversion of septic users to sewer system
 - Enhancement of groundwater quality
 - Provide local development benefits
 - Provide sewer service reliability
 - Provide water supply benefits



Project Goals

- Feasibility Study Goals & plan of implementation:
 - Cost effectiveness – ranked based on grant funding
 - Groundwater quality benefits
 - Sewer Capacity Analysis
 - Analysis of Associated Costs
 - Low Impact Development Considerations
 - Overall Economic Benefits to Region
 - IEUA Recycled Water Program impacts



Consultant Proposals/Selection

- Request for Proposal (RFP) posted on January 7, 2016
- Two proposals were received on February 23, 2016
 - RMC Water & Environment (RMC)
 - TKE Engineering, Inc.
- Selection Panel: Cities of Fontana, Ontario, Montclair & IEUA
- RMC was selected
- Potential planning grant of \$500,000

Project Cost and Schedule

- Projected costs of feasibility study is \$286,813.

Project Milestone	Date
Receipt of Professional Services Proposals	February 2016
Proposal Selection	March 2016
Feasibility Contract Award	April 2016
Feasibility Study Completion	September 2016



Recommendation

Staff recommends the Board of Directors approve the professional services contract award for Feasibility Study for Providing Sewer Service to Septic Users in the IEUA Service Area (Project No. PL16015) to RMC Water and Environment for the not-to-exceed amount of \$286,813 and authorize the General Manager to execute the contract.

The feasibility study aligns with the **Agency's Business Goal of Water Reliability** by protecting groundwater quality and supporting new water supplies, the recycled water program, and the groundwater recharge program



CONTRACT NUMBER: 4600002090

FOR

PROFESSIONAL CONSULTING SERVICES FOR THE FEASIBILITY STUDY FOR PROVIDING SEWER SERVICE TO SEPTIC USERS IN THE IEUA AREA

THIS CONTRACT (the "Contract"), is made and entered into this 20 day of April, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and RMC Water and Environment, Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant") to provide professional engineering consulting services for the feasibility study for providing sewer service to septic users.

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: Kenneth Tam
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1917
Facsimile: (909) 993-1987
Email: ktam@ieua.org

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

Consultant: Rich Bichette
Address: 515 South Flower Street, 36th Floor.
Los Angeles, California 90071
Telephone: (213) 236-3665
Facsimile: (949) 420-5301
Email: rbichette@mcwater.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002090.
 - B. Contract Number 4600002090 General Terms and Conditions.
 - C. Consultant's Scope of Work dated February 23, 2016, **Attachment A**.
 - D. Agency's Request for Proposal RFP-KB-16-002

4. **SCOPE OF WORK AND SERVICES:**

- A. Consultant services and responsibilities shall include and be in accordance with tasks identified in Consultant's Scope of Work, dated February 23, 2016, which is attached hereto, incorporated herein and made a part hereof as **Attachment A**.
- B. Optional Scope of Work identified as Task 8 to develop outreach strategies to the public, shall be authorized in writing by an Amendment to this Contract.
- C. An additional optional Task 9 for a geotechnical feasibility evaluation shall also be authorized in writing by an Amendment to this Contract.

Consultant shall not proceed to work on the optional tasks without a fully-executed contract amendment and a notice to proceed from the Project Manager.

TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on December 31, 2016, unless agreed to by both parties and amended to this contract.

6. **COMPENSATION:** Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by tasks completed, the current monthly amount due, and the cumulative amount invoiced to date against this contract. Consultant shall not be paid more than eighty (80) percent of the contract price for less than 80 percent of the milestones achieved during the course of this contract. Invoicing shall be submitted electronically to apgroup@ieua.org, using the Agency's standard Excel-based invoicing template (**Attachment B**). Invoicing shall not be submitted in advance of, or shall not be dated earlier than, the actual date of submittal.

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

In compensation for the work represented by this Contract, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$286,813.00**, inclusive of the optional tasks identified above, for all services provided in accordance with Consultant's Fee proposal, attached hereto, made a part hereof, and referenced herein as **Attachment C**. Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

7. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the work schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.
8. **FITNESS FOR DUTY:**
 - A. **Fitness:** Consultant and its SubConsultant personnel on the Jobsite:
 1. Shall report for work in a manner fit to do their job;
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
 - B. **Compliance:** Consultant shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its sub-consultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
9. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
 - A. **Minimum Scope of Insurance:**
 1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CG 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:** \$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.
4. **Professional Liability insurance** in the amount of \$1,000,000 per claim.

B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims 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 additional insureds, endorsements CG 20 10 11 85, as respects: liability arising out of negligent 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 20 10 10 93 or CG 20 10 03 97 are issued in place of the CG 20 10 11 85, then it is also necessary to issue a Form CG 20 31 10 01 in addition to Form CG 20 10 10 93 or CG 20 10 03 97.
- 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**

Prior to cancellation of any policy required herein, the policies shall be endorsed to state, 30 days advanced cancellation notice will be mailed to the Agency, except if policies cancelled for non-payment of premium, then 10 days advance notice will be mailed.

- 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.
- 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 sub-consultants prior to commencing work or allowing any sub-consultant to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. **Submittal of Certificates:** Consultant shall submit all required certificates and endorsements to the following:
 - Inland Empire Utilities Agency
 - Attn: Angela Witte
 - P.O. Box 9020
 - Chino Hills, California 91709-0902

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Consultant shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall to the extent of Consultant's negligence, protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Grant Funded Project: This is a grant funded project. Consultant shall comply with all requirements related to the grant. Requirements are attached hereto and made a part hereof as **Attachment D**.
- 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. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. 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.
- H. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital

status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.

- I. Non-Conforming Work and Warranty: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant, shall be resolved in accordance with the Dispute Section of this Contract.

- J. Disputes:
 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with

the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

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

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

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

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

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

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

14. **PROPRIETARY RIGHTS:**

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

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

2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work

and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

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

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

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

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

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

16. LIENS: Consultant 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.

Consultant shall pay all sums of money that become due for any labor, services, materials, or equipment furnished to Consultant on account of said services to be

rendered or said materials to be furnished under this contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

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
6075 Kimball Avenue, Building A
Chino, California 91708

Consultant: Scott Goldman, P.E., BCEE
Principal, Senior Environmental Engineer
RMC Water and Environment, Inc.
15510-C Rockfield Blvd., Suite 200.
Irvine, CA 92618

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

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

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

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

all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

20. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultants' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
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 Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
24. **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.
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. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY:
**A MUNICIPAL WATER DISTRICT*

RMC WATER AND ENVIRONMENT, INC:

P. Joseph Grindstaff (Date)
General Manager

 4-7-16

Scott Goldman (Date)
Principal-In-Charge

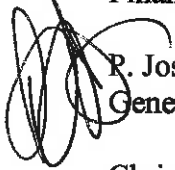
**ACTION
ITEM**


2G


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/13/16)
Finance, Legal, and Administration Committee (04/13/16)

From:  R. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: Headquarters' Permit Office Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract for the Headquarters' Permit Office, Project No. EN16068, to Mike Bubalo Construction Corporation, for \$150,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

On January 4, 2016, the Agency began reviewing plans and collecting fees for all new water meters installed. It is also expected, with the renegotiation of the Regional Sewerage Service Contract, the Agency will begin performing plan checks to collect Equivalent Dwelling Unit (EDU) fees in the near future.

To perform plan checks and collect fees, Agency staff requires a plan-check/permit office to meet with the public to discuss changes to plans and define fees which need to be paid. In order to facilitate this work, the existing Reproduction Center, located in Building B, will be relocated and then retrofitted into a Permit Office. The work will be performed by a Design-Build contractor. The work will maintain consistency with the current building requirements meeting the standards for Leadership in Energy and Environmental Design (LEED).

Headquarters' Permit Office Construction Contract Award

April 20, 2016

Page 2 of 3

On February 11, 2016, a request for bids was advertised on Planet Bids for the construction of the Permit Office. Two (2) contractors participated in the job walk. On March 3, 2016, the following bids were received:

Bidder's Name	Price
Mike Bubalo Construction Co.	\$150,000
WA Rasic	\$162,000
Engineer's Estimate	\$77,000

Both contractors are pre-qualified contractors for projects under \$2-million. Mike Bubalo Construction Company has performed work successfully for the Agency many times in the past, and is the lowest responsive and responsible bidder, with a bid of \$150,000.

The difference in the bid price vs. the engineer's estimate is due to project size, the current bidding environment, and regulations related to working for public agencies in general. The type of contractor to perform this small project work is a tenant improvement contractor who is generally structured to meet the Prevailing Wage and Department of Industrial Relations requirements required to work for a public agency; as such only two general contractors from the Agency's under \$2 million pre-qualification list bid the work. The project requires complex coordination and limited working hours in a small area. There is a need for multiple move ins and outs. All of these factors contribute to the costs exceeding the engineer's estimate and were not accounted for when the original estimate was prepared.

The following is the projected project cost:

Description	Estimated Cost
Design (In-House and Labor Augmentation)	\$8,000
Construction	\$150,000
Construction Management (IEUA and Labor Augmentation)	\$34,000
In-house Procurement	\$7,000
Construction Contingency (~15%)	\$28,000
Total Project Cost	\$227,000

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	April 2016
Construction Completion	September 2016

The Headquarters' Permit Office project is consistent with IEUA business goal of *Business Practices* by applying ethical, fiscally responsible and environmentally sustainable principles to all aspects of business and organizational conduct.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The approved FY 2015/16 budget for Project No. EN16068 is \$84,000. The total project budget will be augmented by \$143,000, to \$227,000 for FY 2016/17, during the TYCIP process in order to complete the project. Current fiscal year expenditures are not anticipated to exceed the current fiscal year budget.

PJG:CB:SS:mp

Headquarters' Permit Office Construction Contract Award

Project No. EN16068

April 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Matthew A. Poeske, P.E.
Project Manager

Project Background

• IEUA reviewing plans and collecting fees for:

- Water Connections, January 2016
- EDU Connections, future
- Staff require a Permit Office to meet public and conduct business
- Detailed study of alternatives and magnitude cost estimates were prepared
- Best alternative was to relocate Building B Reproduction Center and convert to a Permit Office



City of Chino Plan Check Counter

Project Location



Headquarters Building B

Project Scope

- Headquarters' Permit Office scope includes:
 - Relocation of Reproduction Center
 - Remodel old and new Reproduction Center
 - Install plan check counter, lights, door, and handicap access
- Secondary amenities will be provided by IEUA staff and specialty contractor's and will include:
 - Window tinting
 - FOB door access
 - Data Drops
 - Direction signs



CWWD Plan Check Counter

Bid Summary

Two bids received on March 3, 2016:

Bidder Name	Price
Mike Bubalo Construction Co.	\$150,000
W. A. Rasic Construction Company, Inc.	\$162,000
Engineer's Estimate	\$77,000

Project Cost and Schedule

Description	Estimated Cost
Design (In-House and Labor Augmentation)	\$8,000
Construction	\$150,000
Construction Management (IEUA and Labor Augmentation)	\$34,000
In-house Procurement	\$7,000
Contingency (~15%)	\$28,000
Total Project Cost	\$227,000
Total Project Budget	\$227,000
Project Milestone	Date
Construction Contract Award	April 2016
Construction Completion	September 2016

Agency Goal/Recommendation

Staff recommends that the Board of Directors approve the construction contract to Mike Bubalo Construction Corporation for the Headquarters' Permit Office, Project No. EN16068, in the amount of \$150,000 and authorize the General Manager to execute the contract.

The Headquarters' Permit Office project is consistent with IEUA business goal of *Business Practices* by applying ethical, fiscally responsible and environmentally sustainable principles to all aspects of business and organizational conduct.



**CONTRACT NUMBER: 4600002089
FOR
PERMIT OFFICE
EN16068**

THIS CONTRACT (the "Contract"), is made and entered into this 20th day of April, 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 Mike Bubalo Construction Company, of Baldwin Park, California (hereinafter referred to as "Contractor"), for design and construction of a permit office within the Agency's Headquarters Building B.

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: Matthew A. Poeske
Construction Project Manager, PE
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Bldg. B
Chino, California 91708
Telephone: (909) 993-1723
Facsimile: (909) 993-1982
Email: mpoeske@ieua.org

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

Contractor: Dave D. Sorem, P.E.
General Manager/Secretary
Mike Bubalo Construction Company
Address: 5102 Gayhurst Avenue
Baldwin Park, California 91706
Telephone: (626) 960-7787
Email: Dave@bubalo.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002089
 2. Contract Number 4600002089 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-RW-15-081.
 4. Contractor's Proposal dated March 3, 2016
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the plans and specifications identified in the Agency's Request for Proposal RFP-RW-15-081.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate one year after acceptance of construction(warranty period) or September 30, 2017, 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. 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 (see link below for requirements) (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

All invoices shall be formulated consistent with the RFP requirements and Contractor's proposed pricing within the Contractor's accepted Proposal, dated March 3, 2016.

As compensation for the work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total not-to-exceed contract price of \$150,000 for all services satisfactorily provided hereunder during the term of this Contract.

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

7. **INSURANCE and BONDING:** 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.
- 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

- G. **Payment and Performance Bond:** Before execution of the contract by the Agency, the Consultant shall file with the Agency, on the forms furnished herewith, a payment and performance bond in an amount equal to one hundred (100) percent of the contract price to guarantee faithful performance of all the work, within the time prescribed, in a manner satisfactory to the Agency and that all materials and workmanship will be free from original or developed defects.
- H. **Unsatisfactory Surety:** Should any Surety, at any time, be deemed unsatisfactory by the Agency, notice will be given the Consultant to that effect. No further payments shall be deemed due, or will be made under the contract until a new Surety is accepted by the Agency.
- I. **Effects of Changes or Extension of Time on the Surety:** Changes to the work or schedule shall in no way release the Consultant or the Surety from their obligation under the bond.
- J. **Insufficiency of the Bonds:** Should any bonds required under this section become insufficient, the Consultant shall renew the bonds within ten (10) calendar days after receiving notice from the Agency of the bonds insufficiency.
- K. **Procurement of Bonds:** All bonds required under this section, shall be procured from a California licensed and admitted surety company, listed by the Fiscal Service of the United States Department of the Treasury under the Notice for "Companies Holding Certificates of Authority as Acceptable Sureties on federal Bonds and as Acceptable Reinsuring Companies," current on the date of the Notice of Award. The Consultant shall be responsible for the cost of all bond premiums, costs, and incidentals necessary to secure the required bonds.
- L. **How Bonds Are To Be Payable:** All bonds shall be payable to the Inland Empire Utilities Agency and shall remain in effect for sixty (60) days after acceptance of all the deliverables and the works completion.
8. **FITNESS FOR DUTY:**
- A. **Fitness:** Contractor and its Sub-Contractor 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: Warren T. Green
Manager of Contracts & Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Mike Bubalo
President
Mike Bubalo Construction Company
5102 Gayhurst Avenue
Baldwin Park, California 91706

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 \$500.00 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:

MIKE BUBALO CONSTRUCTION COMPANY:

P. Joseph Grindstaff
General Manger

(Date)



David D. Sorem
General Manager/Secretary

3/28/16

(Date)

**ACTION
ITEM**


2H





Date: April 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (04/13/16)
Engineering, Operations, and Biosolids Mgmt. Committee (04/13/16)
Finance, Legal, and Administration Committee (04/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: East Declez Property Acquisition

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to purchase the East Declez property for the sum of \$3.0 million on behalf of Chino Basin Watermaster (Watermaster); contingent upon the approval by the Watermaster Board of Directors;
2. Authorize the General Manager to spend up to \$100,000 on behalf of Watermaster for necessary fees related to the purchase of the property; and
3. Approve a \$3.1 million budget amendment for Project No. EN18007 in FY 2015/16 through an inter-fund loan from the Regional Wastewater Capital Improvement (RC) fund to the Recharge Water (RW) fund.

BACKGROUND

In early 2015, the undeveloped 85-acre property, adjacent to the existing Declez Basin in Riverside County, was identified as a potential site for a new recharge basin for Watermaster. Following an initial field investigation from the Jurupa Community Services District and a preliminary level design evaluation from Wildermuth Environmental, Inc. (WEI), Inland Empire Utilities Agency (IEUA) and Watermaster made a determination that although the site appeared promising for recharge purposes, additional due diligence was required prior to site acquisition.

In November 2015, the IEUA Board authorized execution of the Purchase and Sale Agreement with the property owner, SLPR, LLC. The key terms within the agreement provided the following:

- Allow time to complete a 180 day feasibility study to validate the site’s potential recharge benefit; ending on May 17, 2016.
- Open escrow with a \$50,000 deposit which is fully refundable before the end the feasibility period.
- Establish an agreed property purchase price of \$3.0 million.
- IEUA can terminate the agreement any time before May 17, 2016.

In January 2016, Thomas Harder and Co. (THC) completed a feasibility report which evaluated the site groundwater recharge viability consistent with the direction provided by Watermaster parties. THC’s efforts included examining subsurface geology, describing the results of field investigation, and characterizing and analyzing the area’s infiltration and mounding potential for groundwater recharge. THC’s final “Subsurface Investigation-East Declez Basin Site” report was made available for review and presented to Watermaster’s Appropriative Pool Meeting on March 10, 2016. THC, with support from WEI, conducted an analysis for recharge potential on two conceptual recharge basin configurations: 1) a shallow basin and 2) an expanded Declez Basin. Both concepts were developed based on the subsurface findings where the site revealed a shallow impermeable layer which prevented a deeper or wider new basin.

Unfortunately, the shallow basin concept was deemed unfeasible because it required an extensive pumping and conveyance system to receive stormwater. Therefore, only the expanded basin option was considered and evaluated. The evaluation looked into two potential construction alternatives.

Construction Alternatives	Projected Benefits		Estimated Cost	
	Additional Storage acre-feet (AF)	Additional Recharge acre-feet per year (AFY)	Estimated Capital Cost*	Total Annual Unit Cost (per AF)
Expand Declez eastward	130	144	\$11,210,000	\$5,099
Expand Declez eastward with upstream stormwater improvements	130	414	\$15,090,000	\$2,420

*The capital cost shown assumes a 90% reduction on excavation and hauling cost

In parallel with the feasibility report, staff began initial inquiries into the necessary CEQA requirements for the purchase of the property. IEUA’s environmental consultant, Tom Dodson & Associates opined that the acquisition of this property falls under the following exemption:

the “General Rule” Statutory Exemption (State CEQA Guidelines Section 15061(b)(3) which states that *“where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”*

As such, IEUA will compile a more detailed environmental determination to comply with CEQA when a specific project is defined in the future. Thus, the property purchase will not incur any adverse environmental effects until a subsequent environmental finding is made by the IEUA Board for a site specific project.

Following the review and presentation of the report to the Appropriative Pool, the Committee Members requested having until April 2016 to recommend one of the following actions:

1. Proceed with the purchase of the property through IEUA; or
2. Cancel the property purchase.

The Watermaster Board will take action on the purchase of the East Declez property at the April 28, 2016, meeting. However, in order to meet the execution date of May 17, 2016, one day before IEUA's May Board of Directors meeting, staff is requesting contingent approval of the property purchase. In the event that the Watermaster Board elects not to purchase the property, IEUA will exercise the option to cancel the Purchase and Sale Agreement prior to the May 17, 2016, cancellation date. Staff will inform the IEUA Board of Watermaster's decision immediately following their action.

The East Declez property site is not currently planned to receive recycled water, or any other supplemental waters; therefore all cost associated with the property purchase, design and construction will be fully funded by Watermaster. Project EN18007 originally budgeted the property purchase in FY 2017/18; however, the decision to accelerate the acquisition to this fiscal year is to take advantage of the availability of the property and avoid losing it to potential developers as was the case with the lower San Sevaine property. IEUA will carry the property purchase until the Recharge Master Plan Update (RMPU) financing plan is implemented which is anticipated to be summer of 2017.

Staff has discussed the property purchase and project with several of the Watermaster Parties and has participated in discussions at the Appropriative Pool meetings. Based on these discussions, there is concern among the group about the value of the project itself due to the yield and associated unit costs. However, there seems to be some level of agreement that purchasing the property may be the right course of action based on its location next to an existing recharge basin. The concern, as noted above, is a repeat of losing a potential site to developers.

The efforts towards the potential purchase of the East Declez property for groundwater recharge are consistent with the IEUA business goal of *Water Reliability*, namely development and investigation of groundwater recharge.

PRIOR BOARD ACTION

On April 15, 2015, the Board of Directors approved the first Amendment to the Recharge Master Plan Task Order No. 1 with Watermaster. This authorized IEUA to conduct preliminary investigations on the East Declez Basin Project.

On June 17, 2015, the Board of Directors approved the Letter of Intent to Purchase the East Declez property.

On November 18, 2015, the Board of Directors approved the Purchase and Sale Agreement with SLPR, LLC for the East Declez property.

IMPACT ON BUDGET

If approved, IEUA will fund the purchase of the East Declez property with an inter-fund loan from the Regional Wastewater Capital Improvement (RC) fund to the Recharge Water (RW) fund to be repaid by Watermaster at the completion of the RMPU financing plan in the summer of 2017.

The RMPU Construction (hard cost), Project No. EN18007 under the RW fund budgeted for the land purchase in FY 2017/18 through the TYCIP. This will be reduced if the purchase is approved for this fiscal year.

Attachments:

Attachment 1: Feasibility Study

PJG:CB:SS:ji

East Declez - Property Purchase Update

Project No. EN18007

April 2016



Joel Ignacio, P.E.
Senior Engineer



Project Request

- Authorize the General Manager to purchase the property for the sum of \$3.0 million on behalf of Chino Basin Watermaster, contingent upon the approval of the Watermaster Board of Directors;
- Authorize the General Manager to spend up to \$100,000 for necessary fees related to the purchase;
- Approve a \$3.1 million budget amendment for EN18007 through an inter-fund loan from the NR Fund to the RW Fund.



85 acres of new property east of Declez Basin

Project Background

Jan. 2015

CBWM &
IEUA

Identified 85-acres east of Declez Basin as a potential new recharge basin

Apr. 2015

CBWM &
IEUA

Executed amendment to Task Order 1 to allow further evaluation on East Declez

Jun. 2015

IEUA

Establish a letter of intent with the property owner to begin discussions on purchasing the site

Jul. 2015

IEUA

Contracted consulting services with Thomas Harder & Co. to prepare the feasibility study and report

Nov. 2015

IEUA

Entered into agreement to establish the terms purchasing the property \$50K refundable deposit

Feb. 2016

IEUA

Completed the initial draft of the East Declez Feasibility Study and Report

- Initially presented Feasibility Report to RIPCom in February 2016
- Presented Feasibility Report to Watermaster's AP in March 2016
- 180 day feasibility study ends on May 17, 2016

Property Location



South of Fontana in the Riverside County



Feasibility Study - Findings

- Site revealed a shallow impermeable layer
- Soil layer limited the depth and width for a large new basin
- Analyzed two recharge design concepts: shallow basin & expand existing
- Shallow basin deemed unfeasible due to extensive SW pumping/pipes
- Evaluated the following potential basin construction approach:

Construction Alternatives	Projected Benefits			Estimated Cost	
	Additional Storage acre-feet (AF)	Additional Recharge acre-feet per year (AFY)	Estimated Capital Cost*	Total Annual Unit Cost (per AF)	
Expand Declez eastward	130	144	\$11,210,000	\$5,099	
Expand Declez eastward with upstream stormwater improvements	130	414	\$15,090,000	\$2,420	

*The capital cost shown assumes a 90% reduction on excavation and hauling cost

Recommendation

- Authorize the General Manager to purchase the property for the sum of \$3.0 million on behalf of Chino Basin Watermaster, contingent upon the approval of the Watermaster Board of Directors;
- Authorize the General Manager to spend up to \$100,000 for necessary fees related to the purchase;
- Approve a \$3.1 million budget amendment for EN18007 through an inter-fund loan from the NR Fund to the RW Fund.

The efforts towards the potential purchase of the East Declez property for groundwater recharge are consistent with the IEUA business goal of *Water Reliability*, namely development and investigation of groundwater recharge.

Subsurface Investigation - East Declez Basin Site



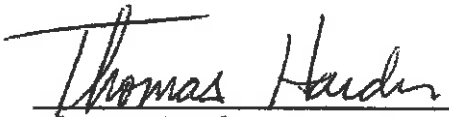


Subsurface Investigation - East Declez Basin Site

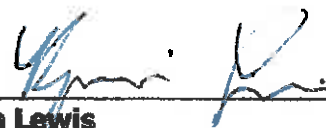
2/5/2016

Prepared for
Inland Empire Utilities Agency

Prepared by



Thomas Harder
Principal Hydrogeologist



Ben Lewis
Project Geologist

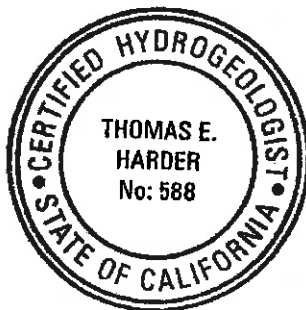
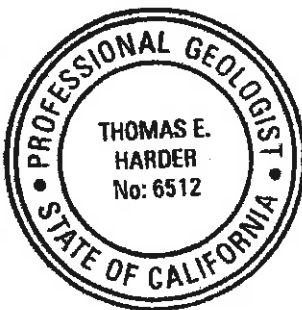


Table of Contents

1	Introduction	1
2	Site Background and Setting	2
2.1	Site Description	2
2.2	Previous Investigations	2
2.3	Hydrogeologic Conditions	2
2.4	Data Gaps before this Investigation	3
3	Site Investigation.....	4
3.1	CPT Investigation.....	4
3.1.1	CPT Methodology.....	4
3.1.2	CPT Results	4
3.2	Borehole Drilling and Soil Sample Collection.....	5
3.2.1	Borehole Drilling and Soil Sample Collection Methodology	5
3.2.2	Laboratory Analysis of Soil Samples	6
4	Investigation Results.....	7
4.1	Subsurface Sediment/Lithologic Characteristics	7
4.2	Thickness of Younger Alluvium Available for Groundwater Storage	7
4.3	Groundwater	8
4.4	Analysis of Liquefaction Potential	8
4.5	Estimated Recharge Capacity.....	9
4.5.1	Shallow Recharge Basin Option	10
4.5.2	Expanded Declez Basin Option	11
5	Findings and Conclusions	12
6	References.....	13

Table

- 1 Soil Physical Properties Testing Summary



Figures

- 1 Study Area
- 2 East Declez Basin Site
- 3 Cross Section Locations
- 4a Cross Section A – A'
- 4b Cross Section B – B'
- 4c Cross Section C – C'
- 4d Cross Section D – D'
- 4e Cross Section E – E'
- 5 Contours of Equal Elevation – Bottom of Younger Alluvium
- 6 Sediment Liquefaction Potential
- 7 Conceptual Basin Layout – Shallow Recharge Basin Option
- 8 Conceptual Basin Layout – Cross Section
- 9 Model-Generated Recharge Scenario Hydrograph – Hydraulic Conductivity 50 ft/day
- 10 Model-Generated Recharge Scenario Hydrograph – Hydraulic Conductivity 12 ft/day
- 11 Cross Section Location F-F'
- 12 Cross Section F-F'
- 13 Conceptual Basin Layout – Expanded Declez Cell 1 Option

Appendices

- A. Previous Investigation Borehole Lithologic Logs
- B. Cone Penetrometer Testing Logs
- C. Soil Physical Properties Testing Laboratory Reports
- D. Borehole Lithologic Logs
- E. Wildermuth Environmental – Assessment of Additional Alternatives for Potential Storm Water Recharge Project East of Declez Basin



1 Introduction

This report describes the results of subsurface field investigations to determine the feasibility of artificial recharge at a parcel of private property referred to herein as the East Declez Site (the Site). The Site covers approximately 22 acres and is located immediately east of Inland Empire Utilities Agency's (IEUA's) existing Declez Basin recharge site on the north slope of the Jurupa Mountains in Riverside County, California (see Figure 1).

The purpose of the field investigations was to characterize the infiltration and mounding potential of subsurface sediments beneath the Site, identify laterally extensive fine-grained layers that could prevent recharge of the regional aquifer system, assess the liquefaction potential of the currently unsaturated sediments in the upper 50 ft beneath the Site, and determine the depth to bedrock. The data collected during the investigation was used to develop estimates of the Site's recharge capacity, subsurface storage potential, and useable area for recharge basins.

Characterization of subsurface sediments was accomplished through the collection and analysis of soil samples. Soil samples were collected from exploratory boreholes. Additional subsurface characterization was conducted using Cone Penetrometer Tests (CPTs).



2 Site Background and Setting

2.1 Site Description

The Site consists of approximately 22 acres of private property located immediately east of the existing Declez Basin recharge site on the north slope of the Jurupa Mountains in Riverside County, California (see Figures 1 and 2). The land surface is relatively flat in the northern two-thirds of the Site. The southern third of the Site slopes up to the south towards the Jurupa Mountains.

2.2 Previous Investigations

The East Declez Site was originally identified for consideration as a recharge basin site by the Jurupa Community Services District (JCSD). As part of an initial due diligence program in consideration of purchasing the property, a borehole drilling and infiltration testing program was conducted in September 2014. The drilling and testing program included two boreholes (BH-1 and BH-2) that were drilled to bedrock and infiltration testing in three test pits (TP-1 through TP-3; see Figure 2).

Based on results from the initial September 2014 investigations, the Chino Basin Watermaster (the Watermaster) and IEUA agreed to consider the East Declez property for purchase and eventual improvements for use as an artificial recharge site. While the September 2014 initial investigation results appeared favorable, there was a desire by stakeholders within the Watermaster to obtain additional subsurface hydrogeological data and refine the cost of recharge basin construction prior to committing to purchase the property.

2.3 Hydrogeologic Conditions

The Site is located along the northern slope of the Jurupa Mountains within the Chino Groundwater Basin. The surface geology of the Site is characterized by young alluvial deposits in the northern and western portions of the Site adjacent to old alluvial fan deposits and crystalline bedrock in the eastern and southern portions of the Site (see Figure 2). Young alluvial valley deposits were reported by Geoscience (2014) to extend between approximately 36 ft and 52 ft below ground surface (bgs) beneath the Site based on boreholes drilled along the northern boundary of the Site (BH-1 and BH-2; see Figure 2 and Appendix A). The young alluvial valley deposits were reported to consist predominantly of sand with minor gravel, silt and clay layers. Older alluvium, which consists of a higher percentage of silt and clay, was reported by Geoscience (2014) between the younger alluvium and bedrock surface. Bedrock, consisting of weathered granite, was observed in previous boreholes along the northern Site boundary at depths from 125 ft bgs (BH-1) to 182 ft bgs (BH-2).



The bedrock that forms the Jurupa Mountains along the southern boundary of the Site consists of granitic and metamorphic (i.e. crystalline) rock that is relatively impermeable. This bedrock extends beneath the Site, as observed in Boreholes BH-1 and BH-2.

During borehole drilling in 2014, groundwater was initially observed in the northwest borehole (BH-2) at a depth of 175 ft bgs but later rose to approximately 153 ft bgs within the borehole, indicating that the aquifer at depth in this area is under pressure. Groundwater was not observed in BH-1 in the northeast portion of the Site. Groundwater has been measured at a depth of approximately 130 ft bgs in the monitoring well adjacent to the existing Declez Basin, located approximately 900 ft west of the Site (DCZ-1; see Figure 3 for location).

2.4 Data Gaps before this Investigation

Although the initial 2014 investigation provided valuable information regarding the characteristics of subsurface conditions along the northern boundary of the Site, the subsurface conditions beneath most of the rest of the Site remained unknown. Specific data gaps included:

1. The thickness of alluvial sediments available for groundwater storage.
2. The lithologic characteristics of sediments beneath the majority of the Site and the lateral extent of fine-grained sediments observed in existing boreholes along the northern boundary of the Site.
3. The lithologic characteristics of the older alluvium mapped at the surface in the southeastern portion of the Site (see Figure 2).
4. The permeability of alluvial sediments, knowledge of which will allow for an estimate of potential groundwater mounding and subsurface flow during artificial recharge conditions.
5. The liquefaction potential of the upper 50 ft of subsurface sediments.



3 Site Investigation

The site investigation to address the data gaps identified in Section 2.4 included data collection from six CPTs and seven boreholes (see Figure 2). The number and location of CPT and exploratory borehole locations were identified to:

1. Provide adequate subsurface data in areas of the Site not explored by previous investigations.
2. Provide a sufficient number of samples for characterization of subsurface sediments.
3. Enable the identification and correlation of fine-grained sediment layers across the Site.
4. Enable estimates of the thickness of alluvial sediments conducive to recharge and subsurface storage of water.
5. Assess the liquefaction potential of the upper 50 ft of sediments.

In general, CPTs and boreholes were located on the portions of the Site where surface sediments consist of younger alluvium, to coincide with the most likely area of future basin bottom. One borehole (BH-6) was drilled directly on the older alluvium in order to assess the potential for this formation to recharge and store water.

3.1 CPT Investigation

3.1.1 CPT Methodology

Cone Penetrometer Testing (CPT) was conducted by Kehoe Testing and Engineering of Huntington Beach, California. Each CPT provided a continuous subsurface soil profile based on the pressure and resistance observed from pushing an instrumented steel rod into the ground. Six CPTs were conducted, as shown on Figure 2.

Shear wave testing was conducted at 10-ft intervals at each CPT location. Shear wave testing involves sending shock waves through the subsurface using a strike plate and measuring the shear wave velocities. This data was used to assess the liquefaction potential of shallow sediments.

3.1.2 CPT Results

The six CPTs were completed to the maximum depth possible with the equipment. The total depths attained ranged from 17 to 39 ft bgs and were limited by the density and characteristics of the soil.



CPT	Total Depth (ft)
CPT-1	37
CPT-2	23
CPT-3	39
CPT-5	23
CPT-7	23
CPT-8	17

Results from the CPTs indicate soils in the upper approximately 20 to 40 ft bgs consist primarily of sand and silty sand (Appendix B). These sediments are likely very permeable and conducive to the percolation of surface water. The inability to extend the CPT probes deeper was likely due to the presence of gravel in the formation and/or the density of the formation.

3.2 Borehole Drilling and Soil Sample Collection

3.2.1 Borehole Drilling and Soil Sample Collection Methodology

A total of seven boreholes (BH-3 through BH-7; BH-4B and BH-5B) were drilled by J&H Drilling of Fullerton, California using a CME 85 truck-mounted hollow-stem auger drilling rig. During drilling, soil samples of the alluvium were collected on a continuous basis in 5-ft long, 2-inch diameter barrel samplers. In addition, the driller conducted Standard Penetration Tests (SPTs) at 10-ft intervals within the upper 50 ft of each borehole. The SPT consists of driving a split barrel sampler 18 inches into undisturbed formation using a 140-pound hammer falling 30-inches for each blow. Blow counts for every 6 inches driven were recorded in the field.

A split spoon sampler with stainless steel tubes collected a total of six 6-inch long, 2-inch diameter samples from six different boreholes. Two of these samples were obtained from the upper 50 ft and four samples were obtained from below 50 ft. Samples collected in the tubes were capped, properly labeled, and submitted to a geotechnical laboratory for analysis of vertical and horizontal permeability, grain size distribution, bulk density, and porosity.

All cuttings generated during drilling were spread evenly onsite. Upon completion of drilling, boreholes were backfilled from the total depth to the land surface using drill cuttings placed through the augers.

A TH&Co geoscientist provided full-time onsite inspection during all aspects of borehole drilling, testing and sample collection. Soil samples were logged in the field according to ASTM D 2488 (2000), Standard Practice for Description and Identification of Soils. Soil cores were



photo-logged and representative samples were stored and retained in sealable plastic bags for future inspection and analysis, as necessary.

3.2.2 Laboratory Analysis of Soil Samples

Six soil samples collected during drilling were submitted to PTS Laboratories in Santa Fe Springs, California for physical properties testing. Two samples were from the younger alluvium and four samples were from the older alluvium. All samples were analyzed for the following:

- Vertical hydraulic conductivity (API RP40/EPA 9100)
- Horizontal hydraulic conductivity (API RP40/EPA 9100)
- Grain size distribution (ASTM D4464 and ASTM D422)
- Bulk density (API RP40/ASTM D2937)
- Effective Porosity (Modified ASTM D425)

All samples were submitted to PTS Laboratories by a TH&Co geoscientist under chain-of-custody protocol. Results of the soil physical properties testing are summarized in Table 1. Soil laboratory reports are provided in Appendix C.



4 Investigation Results

4.1 Subsurface Sediment/Lithologic Characteristics

Subsurface geology at the Site is characterized by young alluvial deposits, older alluvial deposits, and crystalline bedrock (in order from shallowest to deepest; see Figures 4a through 4e). The lithologic logs of boreholes BH-3, BH-4, BH-5, and BH-7 show that sediments in the upper 30 to 50 feet generally consist of brown to gray sand with lesser amounts of gravel and silt (see Appendix D). These sediments are unconsolidated and correlate with the young alluvium observed at the land surface. Based on the sediment characteristics, the young alluvium is expected to be relatively permeable and conducive to the recharge and storage of water. These findings are consistent with the infiltration test results obtained by Geoscience (2014).

The young alluvial deposits are differentiated from the underlying older alluvium primarily by consistency, color, and grain size. The older alluvial deposits are characterized by dense, reddish brown silt and clay with lesser amounts of sand. Due to the dense, fine-grained nature of the older alluvium, it is assumed that this formation would not facilitate the storage and transmission of significant amounts of groundwater.

Crystalline bedrock was encountered beneath the older alluvium in BH-3, BH-4, and BH-5. In BH-3 (west side of the Site), the bedrock consisted of weathered granitic bedrock at approximately 75 ft bgs and hard consolidated granitic bedrock at 105 ft bgs. At BH-4 and BH-5, hard crystalline bedrock consisting of quartzite was encountered at depths of 146 ft bgs and 126 ft bgs, respectively.

4.2 Thickness of Younger Alluvium Available for Groundwater Storage

The thickness of the younger alluvium at the Site ranges from 0 ft at the surface contact with the older alluvium along the south side of the Site to over 50 ft thick in the northwestern portion of the Site (see Figure 5). Depths to the tops of the older alluvium and crystalline bedrock at each borehole are summarized as follows:



Borehole	Total Depth (ft bgs)	Depth to Top of Older Alluvium (ft bgs)	Depth to Crystalline Bedrock (ft bgs)
BH-1	126.5	36	125
BH-2	183	52	181.5
BH-3	108	54	Weathered at 75 Unweathered at 105
BH-4	146.5	40	146
BH-5	130	30	126
BH-6	45	0	Not encountered
BH-7	87	38	Not encountered

The thickness of younger alluvium available for groundwater recharge generally increases to the north and northwest beneath the Site.

4.3 Groundwater

Groundwater was not encountered during drilling to the extent that it collected in the open boreholes. Wet soil conditions were observed during the drilling of BH-3 at a depth of approximately 50 ft bgs, which corresponds approximately with the top of the older alluvium. As the older alluvium is less permeable than the upper alluvium, this water is likely localized perched groundwater that has collected from the infiltration of precipitation through the younger alluvium.

4.4 Analysis of Liquefaction Potential

Liquefaction is defined as the transformation of a granular material from a solid to a liquefied state as a consequence of increased pore-water pressure and reduced effective stress (Yould and Idriss, 2001). Potential for liquefaction in any area is based on the following criteria:

1. Sediment type
2. Potential for strong earthquakes, and
3. A groundwater table within 50 ft of the land surface

Sediment properties from the CPTs and boreholes were used to assess the first criterion. The second criterion is consistent with the Southern California region. The third criterion would be



possible at the Site during artificial recharge operations as a result of the groundwater mound that would develop in the younger alluvium.

Sediment properties from the CPTs were used to estimate liquefaction potential using the method by Juang et al., 2003. Liquefaction potential, using this method, is a function of depth-specific vertical effective stress, total overburden stress, measured cone tip resistance, and sleeve friction, all estimated based on data from the CPT. These variables are used to determine the “loading” to a soil induced by an earthquake which is defined as the cyclic stress ratio (CSR). The method also estimates the “resistance” of the soil to triggering of liquefaction, which is defined as the cyclic resistance ratio (CRR). The CRR is estimated using depth-specific vertical effective stress and total overburden stress from the CPT as well as an assumed peak ground acceleration and earthquake magnitude. The assumed peak ground acceleration for this analysis was 0.6 g (USGS, 2014) and the assumed earthquake magnitude was 7.5 (Juang et al., 2003). The ratio of CRR to CSR is defined as the factor of safety where liquefaction is “predicted” when the ratio is less than one. Applying this method and assumptions to the CPT results specific to the Site, the factor of safety for all sediments encountered was above one (see Figure 6). Accordingly, based on the results of this analysis, it does not appear that the younger alluvial soils beneath the Site are at risk for liquefaction during saturated conditions.

A second method was used to estimate liquefaction potential by using the shear wave velocities and the CSR as described by Kayabali, 1996. Shear wave velocities less than 200 meters per second (m/s) are typically more susceptible to liquefaction during an earthquake, particularly at a CSR above 0.1. The shear wave velocities measured from the CPT data at the Site ranged from 222 to 266 m/s and averaged 246 m/s with a CSR of 0.04. Results of this analysis also suggest that the younger alluvial soils beneath the Site are not at risk for liquefaction.

4.5 Estimated Recharge Capacity

The potential recharge capacity of the Site was evaluated using two different Site configuration options:

1. The first option assumed construction of a shallow recharge basin (or multiple basins) with a bottom elevation of approximately 852 ft above mean sea level (amsl; approximately 10 ft below existing grade). This option would allow for high infiltration rates but limited subsurface storage capacity due to the relatively thin younger alluvium beneath the basin.
2. The second option assumed deep excavation of the East Declez site to form an eastern extension of the existing Declez Basin. This option would create additional surface storage for the combined Declez Basin but recharge beneath the East Declez site



would be minimal as the bottom of the basin would be in the low permeability older alluvium.

4.5.1 Shallow Recharge Basin Option

TH&Co developed a conceptual shallow recharge basin layout in consideration of the findings of the drilling and sampling investigation. The conceptual basin area, as shown on Figure 7, is located over the area of permeable younger alluvium and incorporates a 10-ft wide perimeter road and 3:1 side slopes. The resulting active recharge area is approximately 11 acres. In consideration of the available thickness of younger alluvium, the conceptual basin invert elevation was as shallow as 10 ft below the existing land surface (see Figure 8).

Potential groundwater mounding associated with recharge of water in the conceptual Site basin was evaluated using a two-dimensional analytical groundwater flow model. The analysis incorporated the following assumptions:

- Water was applied to the basin at a rate of 1 ft/day.
- The hydraulic conductivity of the younger alluvium is 12 to 50 ft/day.
- The sediments in the subsurface are homogeneous.

The recharge rate of 1 ft/day is lower than obtained during testing by Geoscience (2014) but consistent with recharge rates for the existing Declez Basin adjacent to the Site. A range of hydraulic conductivity values was used for the analysis. The low end of the range was based on soil physical properties results of samples from the borehole drilling and testing program (see Table 1). The high end was based on hydraulic conductivity estimates for area aquifers as published in Wildermuth (2014).

Given these assumptions, the analysis shows that recharge within the conceptual Site basin at a surface infiltration rate of 1 ft/day will result in a groundwater mound that will rise to the bottom of the basin within 10 days (see Figures 9 and 10). Further recharge, at that point, would have to stop until the mound relaxed in accordance with the rate of subsurface outflow, which is dictated by the hydraulic conductivity (i.e. permeability) of the younger alluvium. Model analyses suggest that the time necessary to allow the mound to decline to near static conditions after the recharge event is approximately 30 to 80 days.

Based on this analysis, the conceptual shallow recharge basin could theoretically recharge between 260 and 1,100 ac-ft/yr if water was available on demand. As storm water is not available on demand, the actual average annual recharge would likely be closer to the lower end of this range.

It is noted that a review of the shallow recharge basin concept by Wildermuth Environmental (Wildermuth, 2016; Appendix E), indicated that it was not feasible to deliver water to the



shallow recharge basins from the Declez Channel due to the shallow elevation of the basin bottom. As such, this option is not considered viable. However, the analysis was conducted prior to the Wildermuth Environmental review and is presented herein for reference.

4.5.2 Expanded Declez Basin Option

A second analysis of recharge potential was based on expanding the existing Declez Basin Cell 1 to the east through a deep excavation of the East Declez site (see Figures 11 and 12). The conceptual basin area, as shown on Figure 13, is located over the area of permeable younger alluvium and incorporates a 10-ft wide perimeter road and 2:1 side slopes. The conceptual basin invert elevation (825 ft amsl) was assumed to be the same as the existing Declez Basin Cell 1 (see Figure 12). Maximum surface storage capacity of the East Declez portion of the expanded Declez Basin area would be limited by the elevation of the spillway at the southwest end of the Declez Basin, which is approximately 841 ft amsl. In consideration of this, the maximum surface storage capacity of the expanded East Declez area is approximately 130 acre-ft.

The recharge potential of the expanded Declez Basin option was estimated by Wildermuth Environmental using their surface water simulation model (see Appendix E). The net increase in average annual recharge was a function of the amount of storm water that can be delivered to the site, the increased surface storage potential of the expanded Declez Basin area, and the infiltration rate of the existing Declez Basin. The amount of storm water available for delivery to the expanded Declez Basin area was evaluated using two alternatives:

- 1a. Delivery of storm water using existing diversion structures (no new diversion improvements).
- 1b. Improvements for the increased diversion of water from San Sevaine Channel to the Jurupa Basin and then conveyance of this water to the expanded Declez Basin.

Based on the analysis presented in Wildermuth (2016), the range of potential net increase in recharge at the expanded Declez Basin is 144 acre-ft/yr to 414 acre-ft/yr for alternatives 1a and 1b, respectively.



5 Findings and Conclusions

The following summarizes the findings of the investigation of the East Declez Site:

- Subsurface sediments beneath the East Declez Site consist of upper younger alluvium that overlies older alluvial deposits that overlie metamorphic and granitic bedrock.
- The younger alluvium is 30 to 40 ft thick and consists predominantly of sand and gravel that is loose, permeable and conducive to the infiltration of surface water. The younger alluvium is not expected to be a liquefaction risk.
- The underlying older alluvium consists predominantly of dense clay with some sand and gravel. This formation has low permeability and would not facilitate significant infiltration of water.
- Infiltration of surface water at the Site will perch on the older alluvial deposits and mound within the younger alluvium.
- Given the limited thickness of permeable younger alluvium for subsurface storage of water, a recharge basin at the Site would have to be designed with a shallow bottom.
- Hydraulic analysis of potential storm water conveyance to the East Declez Site presented in Wildermuth (2016) showed that it is not feasible to deliver storm water from the East Declez Channel to a shallow recharge basin due to the high elevation of the basin bottom relative to the Declez Channel diversion point.
- An alternative use for the Site is to expand the existing Declez Basin to the east, which would create additional surface storage capacity. Preliminary estimates indicate a potential increase in surface storage capacity of approximately 130 acre-ft.
- Hydraulic analysis presented in Wildermuth (2016) estimates that the net increase in recharge to the groundwater basin from an expanded Declez Basin option could range from approximately 144 to 414 acre-ft/yr. The lower end of the range assumes no additional diversion or storm water supply improvements. The high end of the range assumes upstream storm water diversion improvements that increase the amount of water available for delivery to the expanded Declez Basin.



6 References

- ASTM (2000). Standard Practice for Description and Identification of Soils. D 2488-00.
- Geoscience, 2014. Technical Memorandum – Hydrogeological Evaluation of Riverside County, California Parcel Nos. 173-020-020 and 173-020-021 as Potential Ground Water Recharge Site.
- Juang, C., Yuan, H., Lee, D., and Lin, P., 2003. Simplified CPT-Based Method for Evaluating Liquefaction Resistance of Soils. J. of Geotechnical and Geoenvironmental Engineering: V. 129, Issue 1.
- Kayabali, K. 1996. Soil liquefaction evaluation using shear wave velocity. J. of Engineering Geology, V. 44, Issue 1-4.
- USGS, 2014. Peak Horizontal Acceleration with 2 Percent Probability of Exceedance in 50 Years (Sheet 2 of 6), shapefile containing polygons. Published with Open-File Report 2014-1091, Documentation for the 2014 Update of the United States National Seismic Hazard Maps.
- Wildermuth Environmental, 2014. 2013 Chino Basin Groundwater Model Update and Recalculation of Safe Yield Pursuant to the Peach Agreement.
- Wildermuth Environmental, 2016. Assessment of Additional Alternatives for Potential Storm Water Recharge Project East of Declez Basin. Letter Report Dated January 28, 2016.
- Yould, T.L. and Idriss, I.M., 2001. Liquefaction Resistance of Soils: Summary Report from the 1996 NCEER and 1998 NCEER/NSF Workshops on Evaluation of Liquefaction Resistance of Soils. J. of Geotechnical and Geoenvironmental Engineering: V. 127, Issue 4.



Table



Soil Physical Properties Testing Summary

Borehole	Depth (ft bgs) ¹	Geologic Unit	Sample Orientation	Vertical Hydraulic Conductivity (ft/day) ²	Horizontal Hydraulic Conductivity (ft/day)	Total Porosity	Effective Porosity	Dry Bulk Density (g/cc) ³
BH-3	56.0 - 56.5	Older Alluvium	Vertical	0.01	N/A ⁴	N/A	N/A	N/A
BH-4	52.5 - 53.0	Older Alluvium	Vertical	0.01	N/A	N/A	N/A	N/A
BH-5	76.0 - 76.5	Older Alluvium	Vertical	0.01	N/A	N/A	N/A	N/A
BH-6	44.5 - 45.0	Older Alluvium	Vertical	0.01	N/A	N/A	N/A	N/A
BH-3	56.0 - 56.5	Older Alluvium	Horizontal	N/A	0.01	N/A	N/A	N/A
BH-4	52.5 - 53.0	Older Alluvium	Horizontal	N/A	0.01	N/A	N/A	N/A
BH-5	76.0 - 76.5	Older Alluvium	Horizontal	N/A	0.01	N/A	N/A	N/A
BH-6	44.5 - 45.0	Older Alluvium	Horizontal	N/A	0.02	N/A	N/A	N/A
BH-4B	21.0 - 21.5	Younger Alluvium	Vertical	0.50	N/A	34.1%	N/A	1.77
BH-5B	21.0 - 21.5	Younger Alluvium	Vertical	0.44	N/A	32.0%	N/A	1.83
BH-4B	21.0 - 21.5	Younger Alluvium	Horizontal	N/A	0.15	26.3%	N/A	1.99
BH-5B	21.0 - 21.5	Younger Alluvium	Horizontal	N/A	11.71	32.2%	N/A	1.83

Notes:

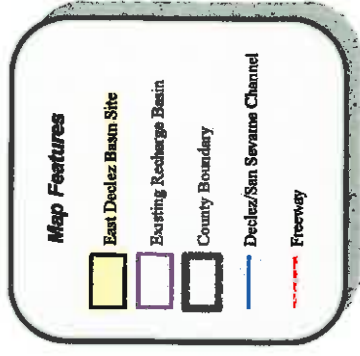
- ¹ ft/bgs = feet below ground surface.
- ² ft/day = feet per day.
- ³ g/cc = grams per cubic centimeter.
- ⁴ N/A = not analyzed.

Figures

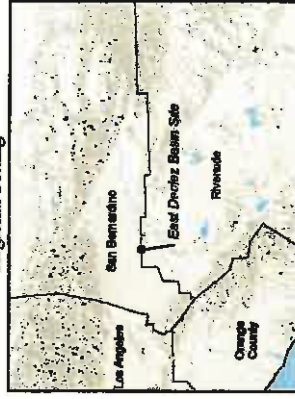




East Declez Basin Improvements Subsurface Investigations



Regional Setting

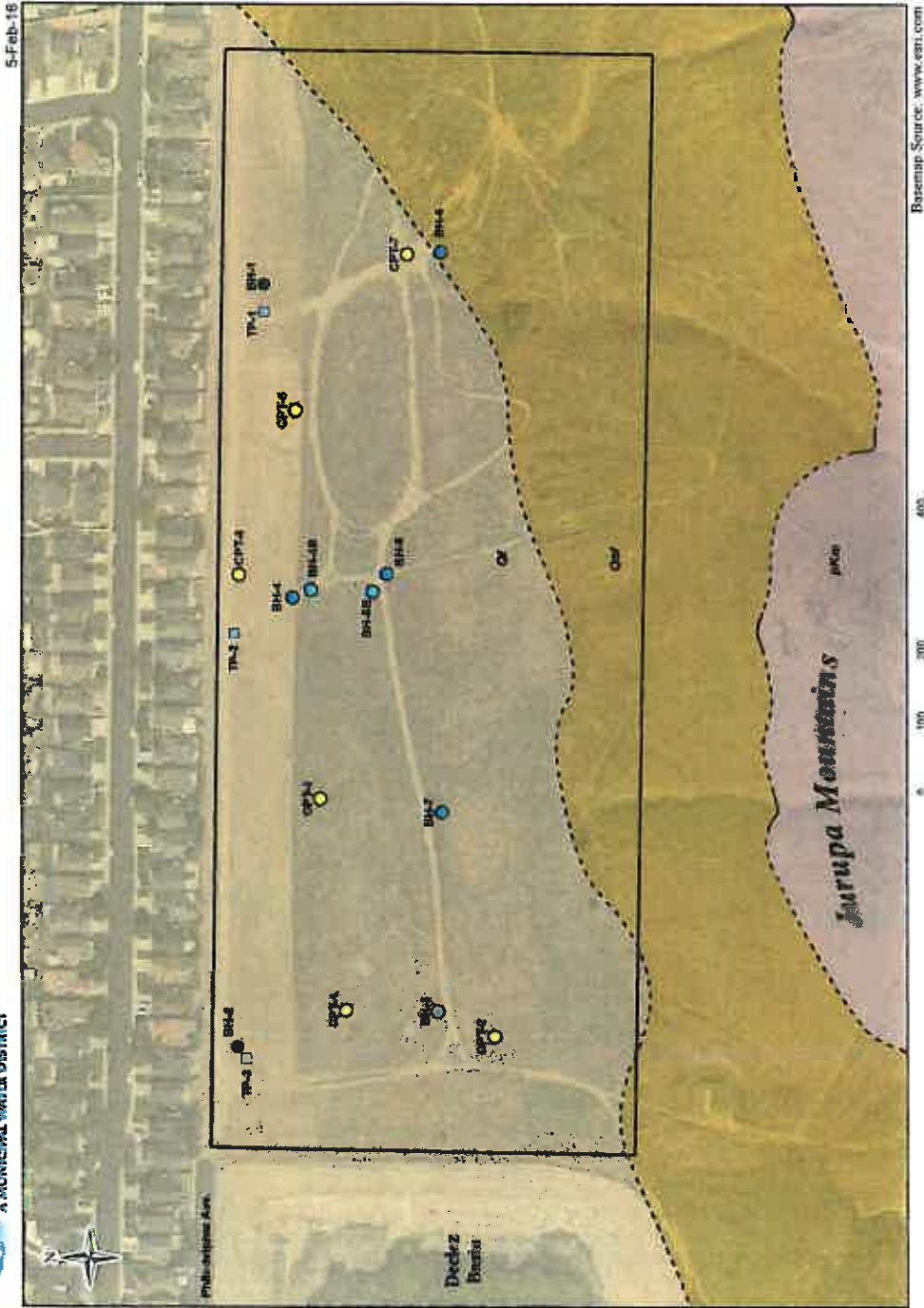


Basemap Source: www.esri.com

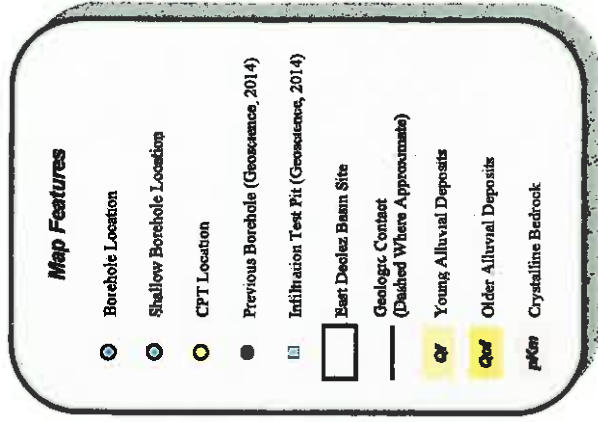


NAD 83 State Plane Zone 6

0 0.5 1 2 miles



East Declez Basin Improvements Subsurface Investigation



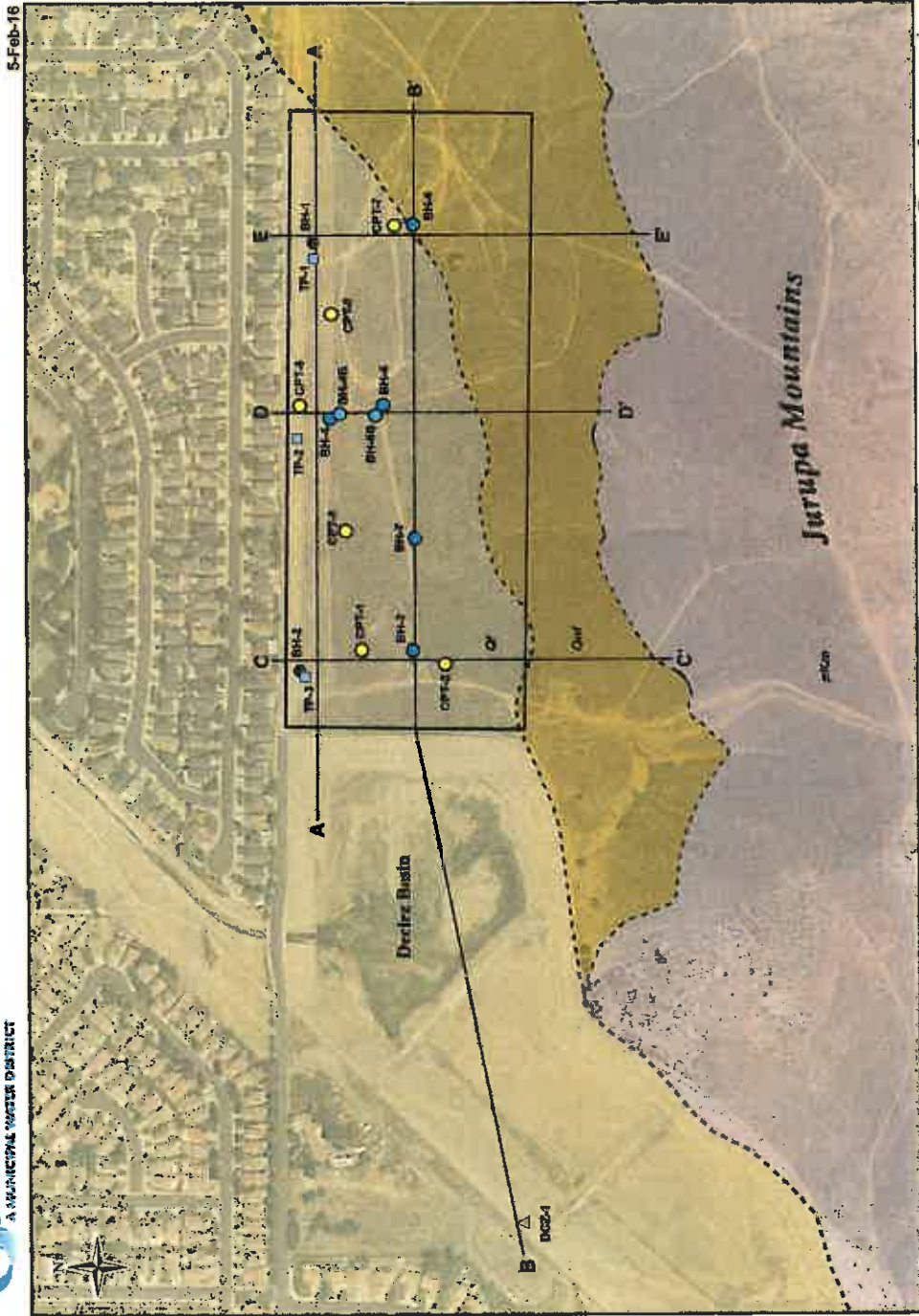
East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database
Map://gis.rivcoit.org/GISData.aspx

Geology from field mapping, September 2015 and modified from Morion and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2006

East Declez Basin Site

Figure 2

East Declez Basin Improvements Subsurface Investigation



Map Features

- Borehole Location
- Shallow Borehole Location
- CPT Location
- Previous Borehole (Geosciences, 2014)
- Infiltration Test Pit (Geosciences, 2014)
- Existing Monitoring Well
- Cross Section Location
- East Declez Basin Site
- Geologic Contact (Dashed Where Approximate)
- Young Alluvial Deposits
- Older Alluvial Deposits
- Crystalline Bedrock

East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database <http://gis.rivcoit.org/GISData.aspx>

Geology map from field mapping, September, 2015 and modified from Morton and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2005

Cross Section Locations

Figure 3

**East Declez Basin Improvements
Subsurface Investigation**

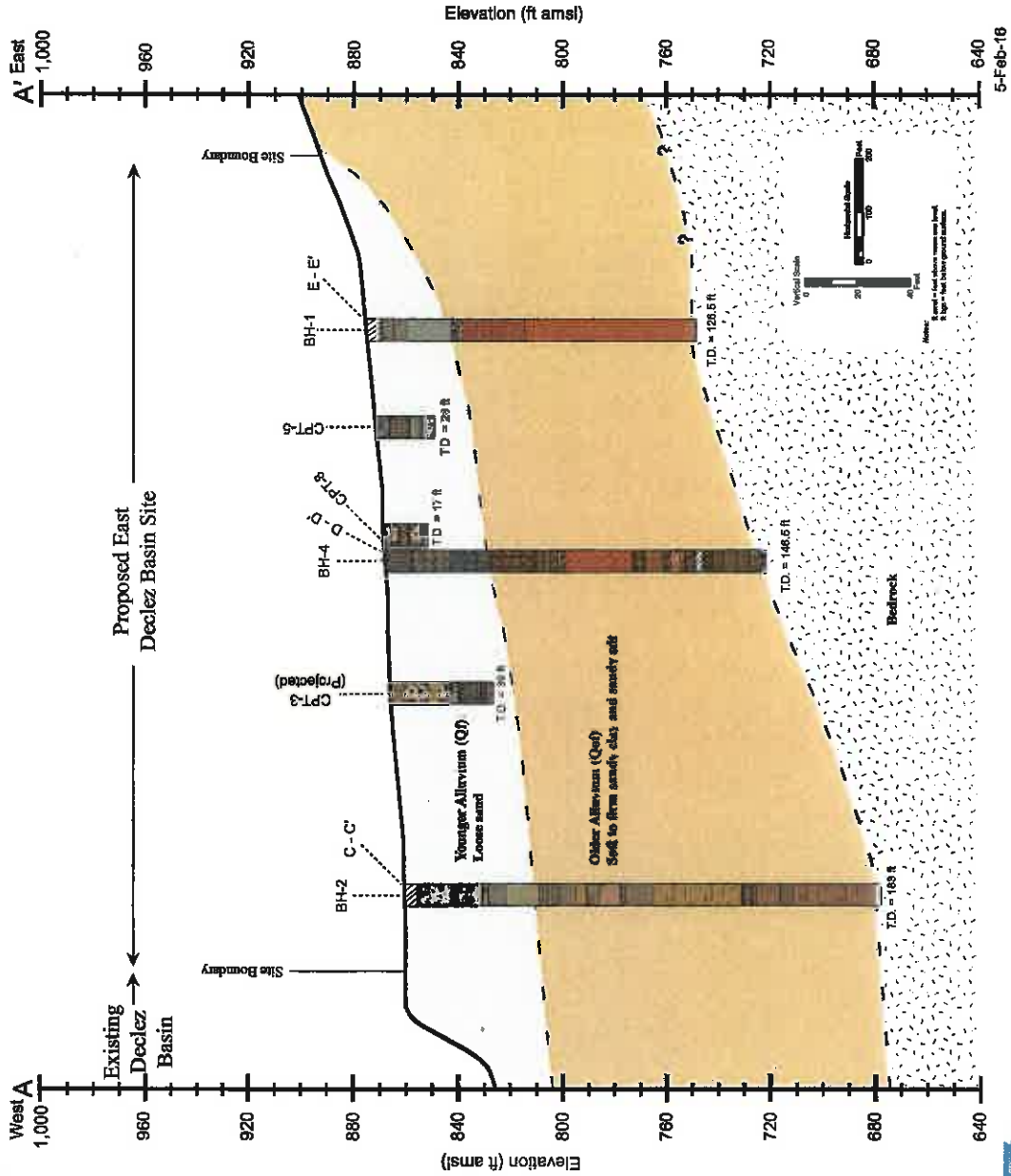
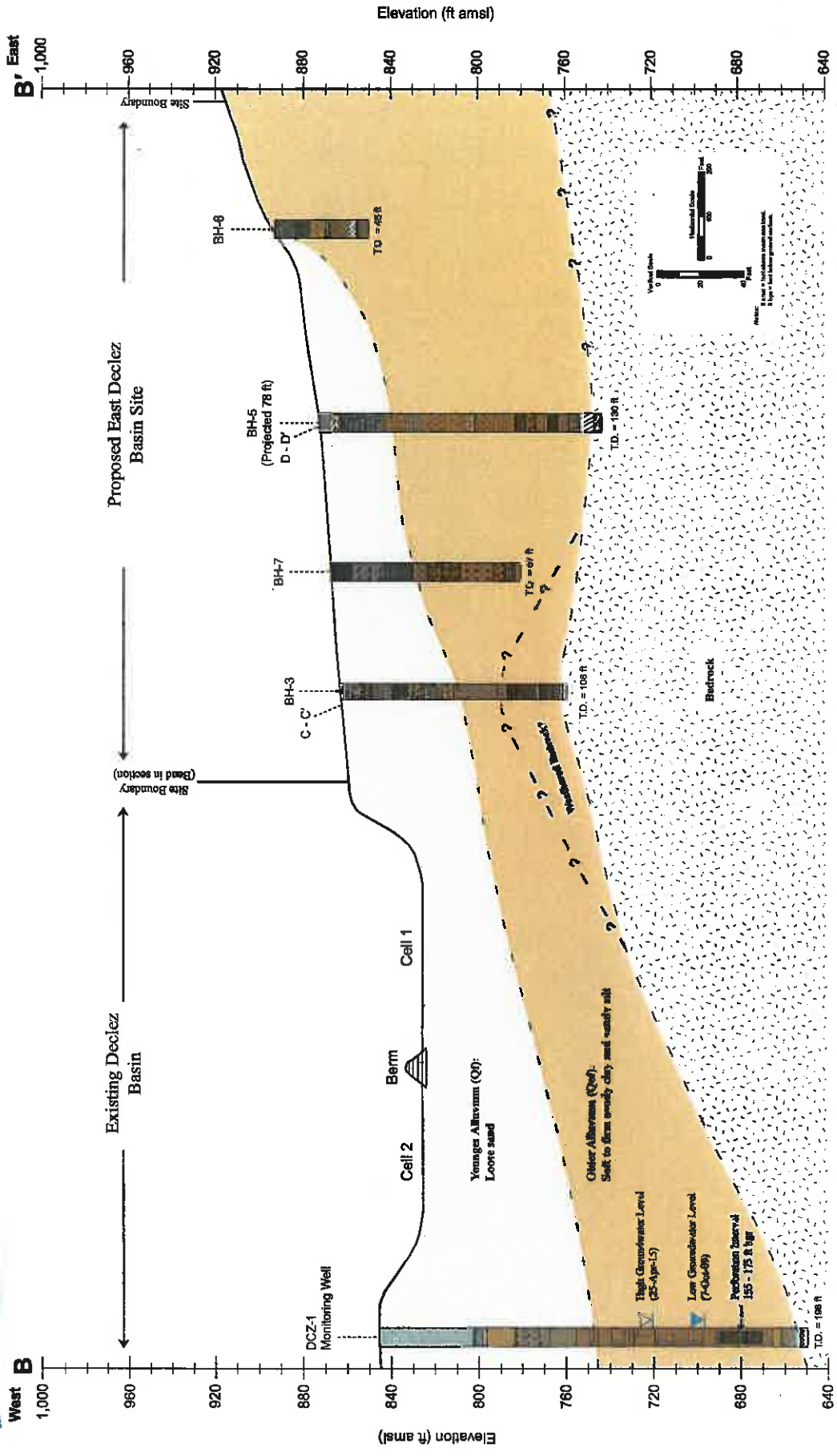


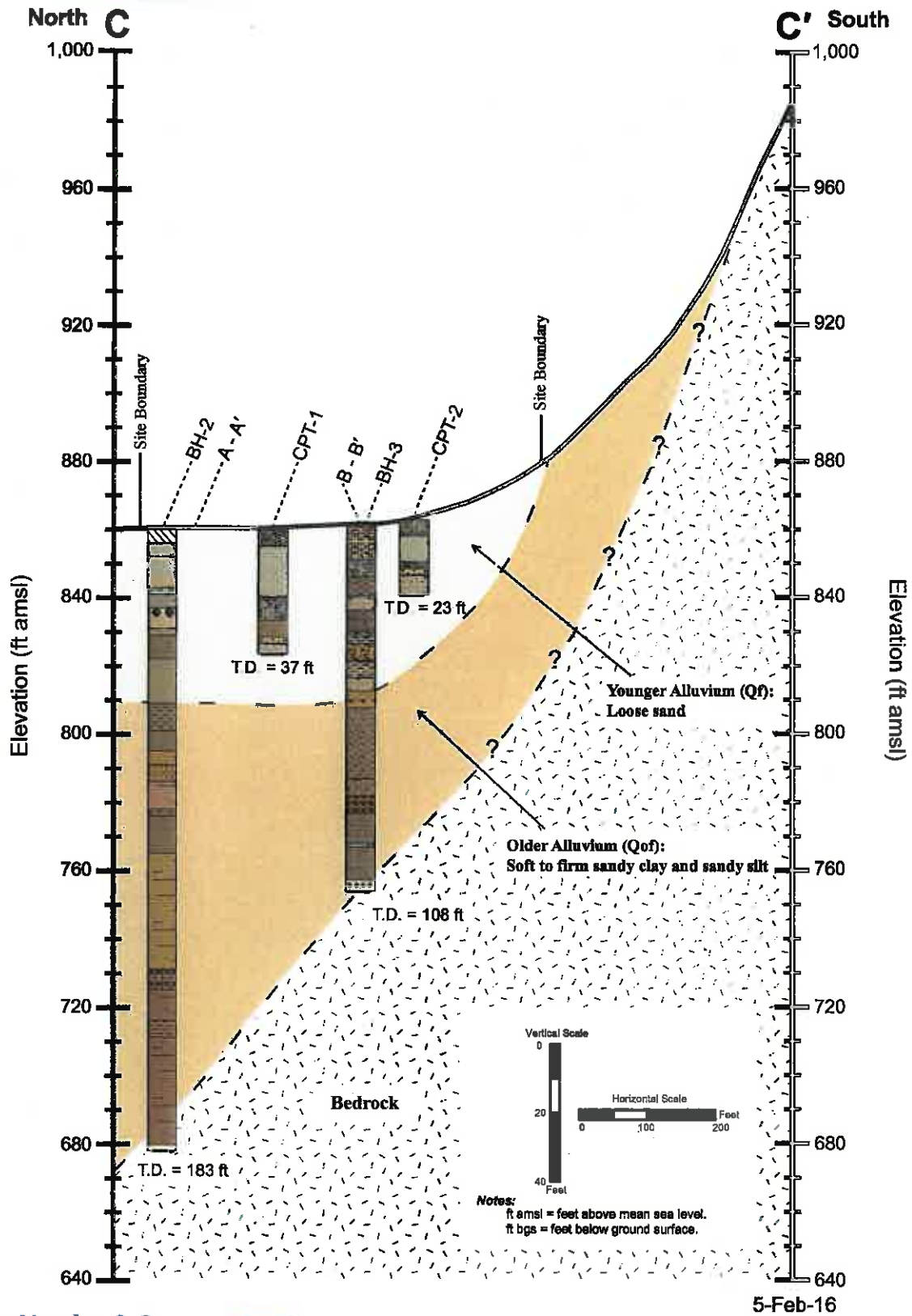
Figure 4a

5-Feb-16



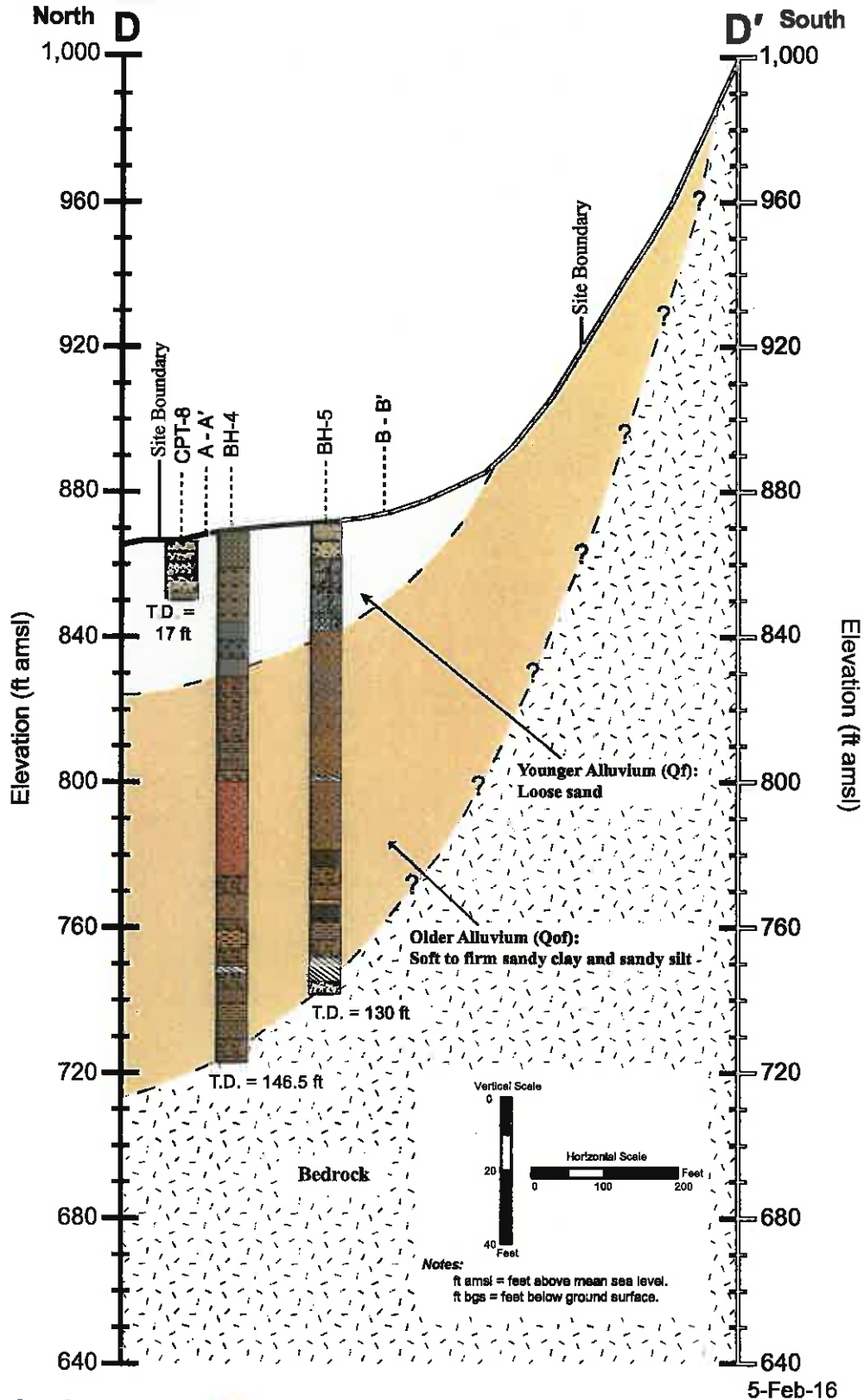
5-Feb-16

Figure 4b



5-Feb-16





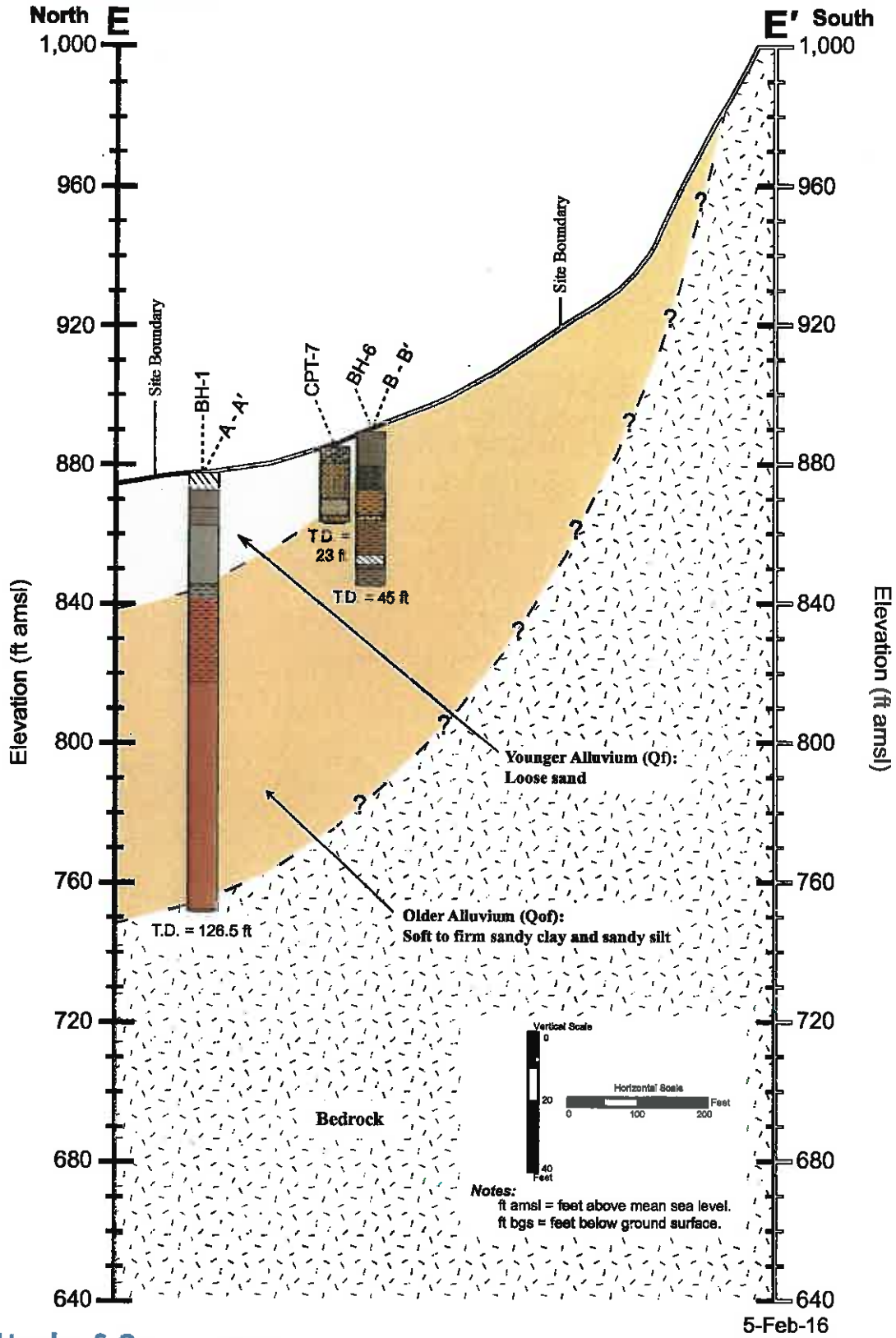
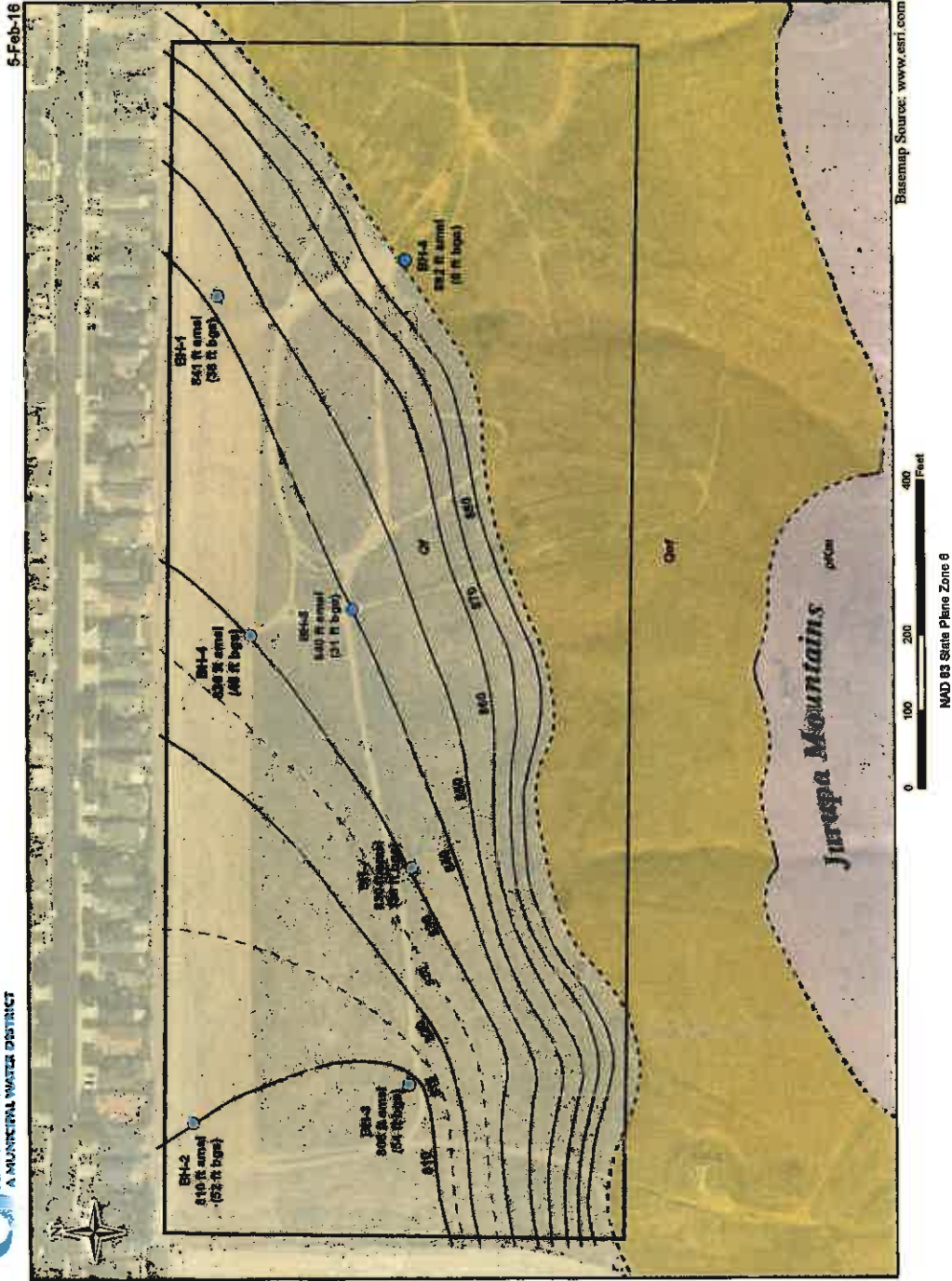
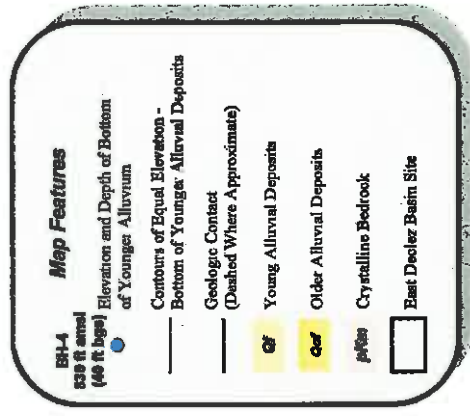


Figure 4e



East Declez Basin Improvements Subsurface Investigation

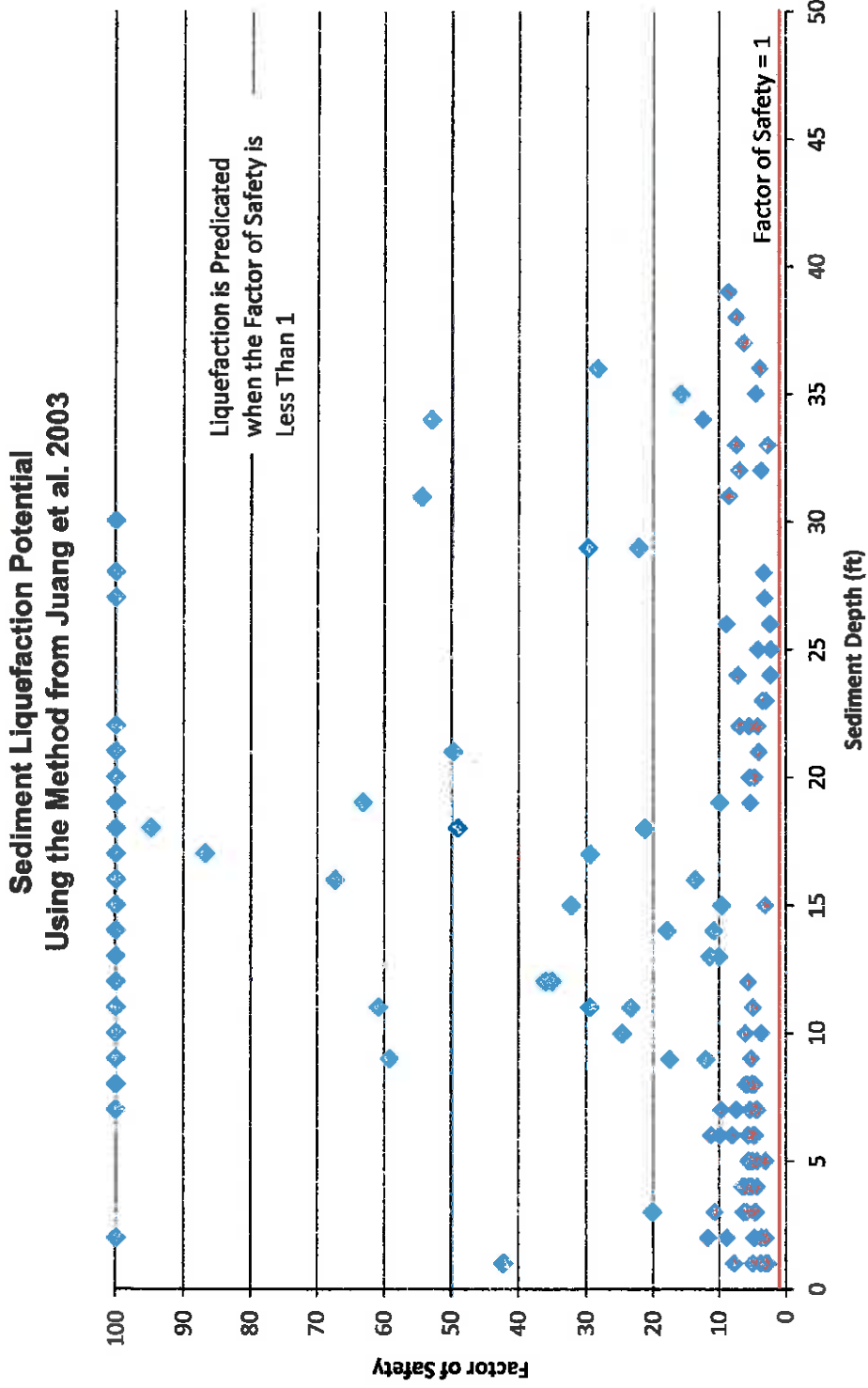


East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database
<http://gfa.rivcoit.org/GISData.aspx>

Geology from field mapping, September 2015 and modified from Morton and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2006

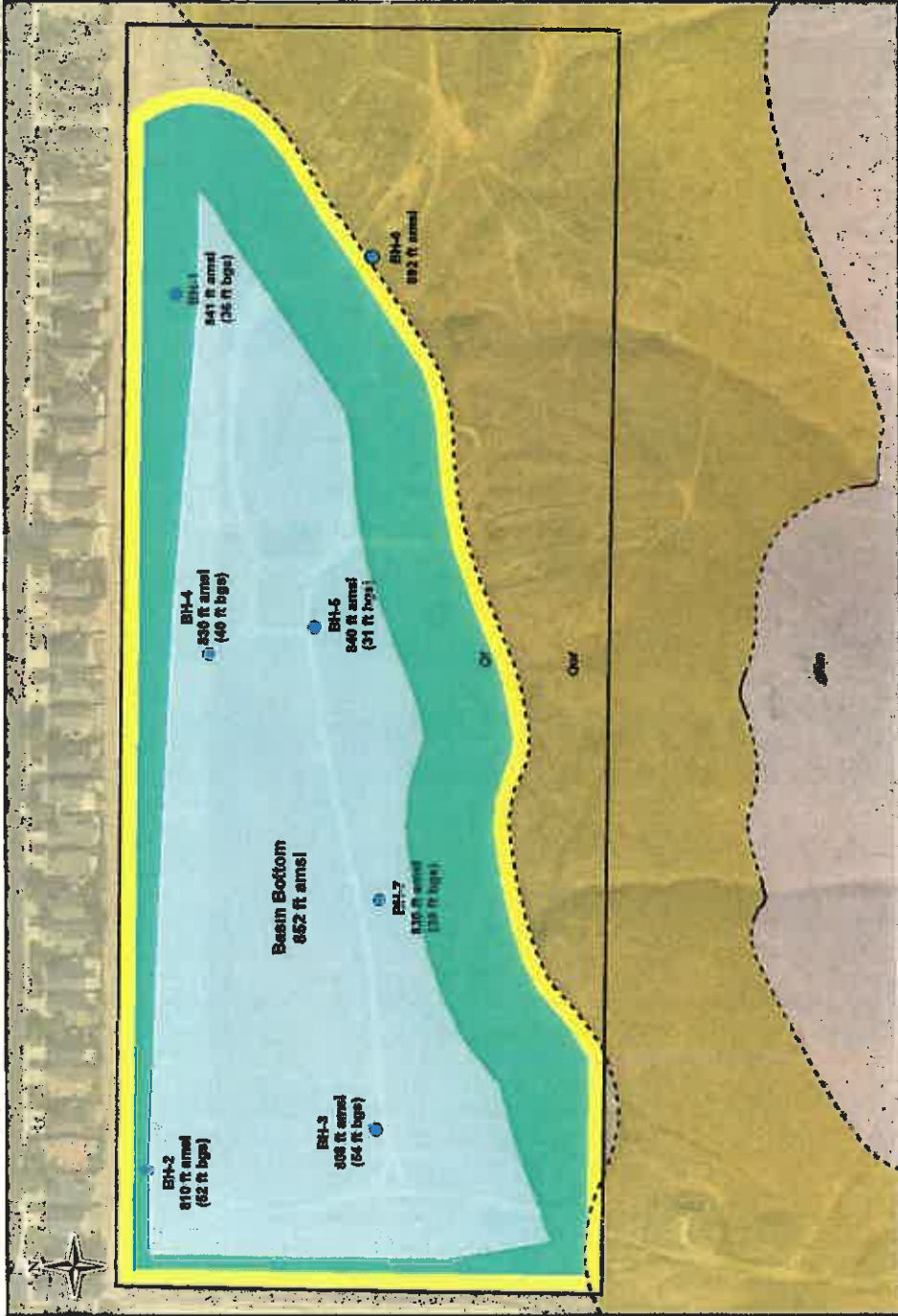
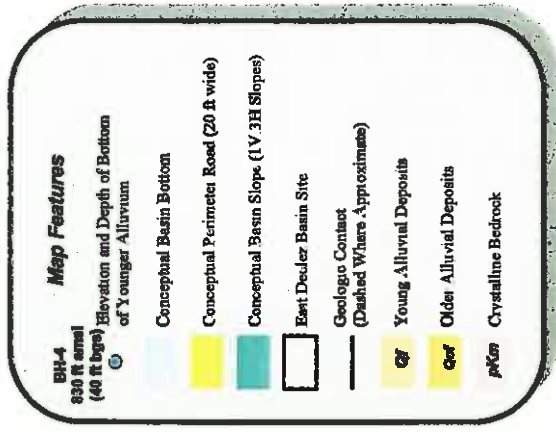
ft amsl = feet above mean sea level
ft bgs = feet below ground surface

**Contours of Equal Elevation
Bottom of Younger Alluvium**
Figure 5



Note: Values with a factor of safety greater than 100 shown as 100.

**East Declez Basin Improvements
Subsurface Investigation**



East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database <http://gis.rivcoit.org/GISData.aspx>

Geology from field mapping, September 2015 and modified from Morton and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2006

ft amsl = feet above mean sea level
ft bgs = feet below ground surface

**Conceptual Basin Layout -
Shallow Recharge Basin Option**

Figure 7

East Declez Basin Improvements
Subsurface Investigation

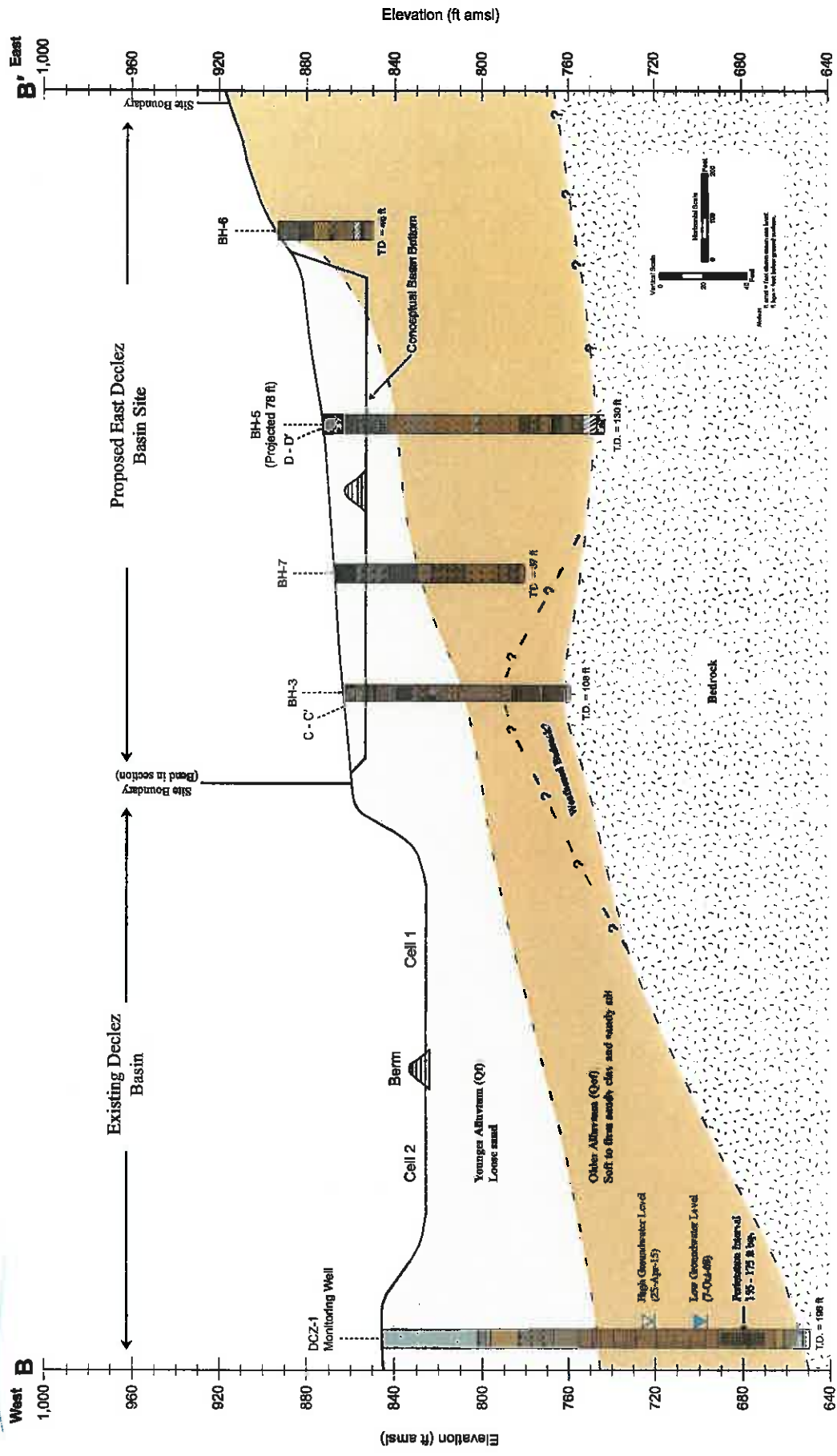


Figure 8

Figure 9

Model-Generated Recharge Scenario Hydrograph
Hydraulic Conductivity = 50 ft/day

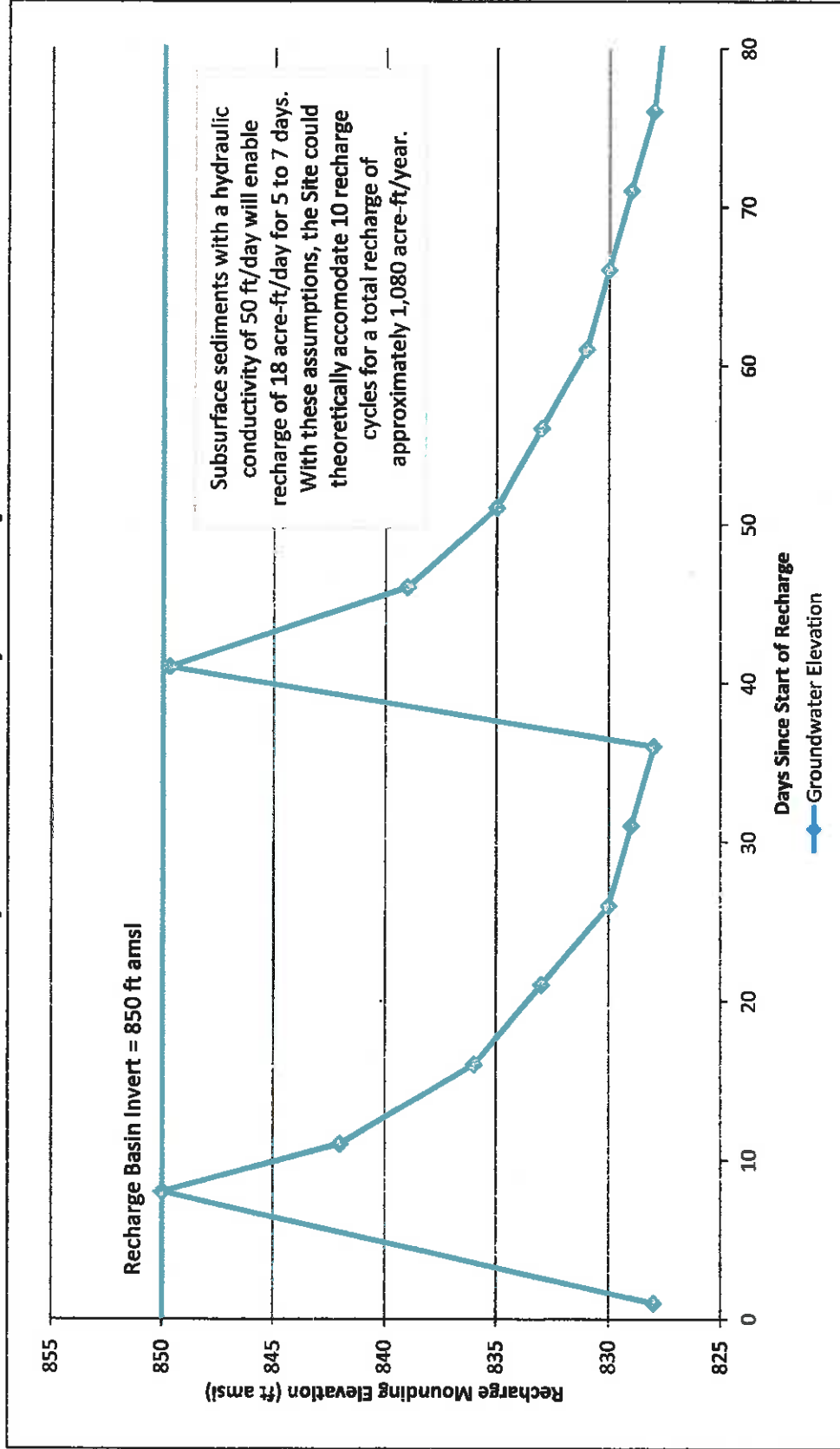
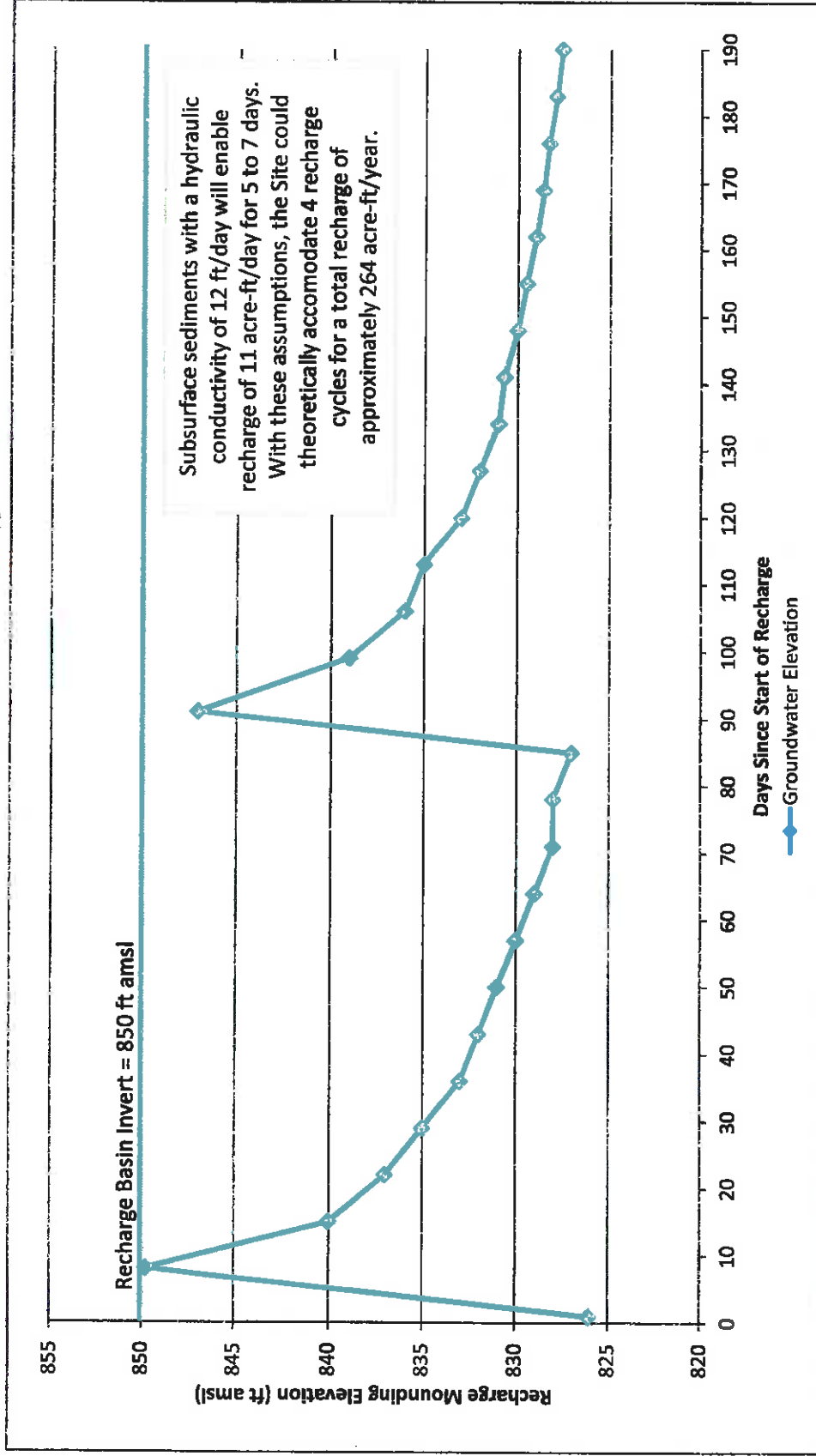
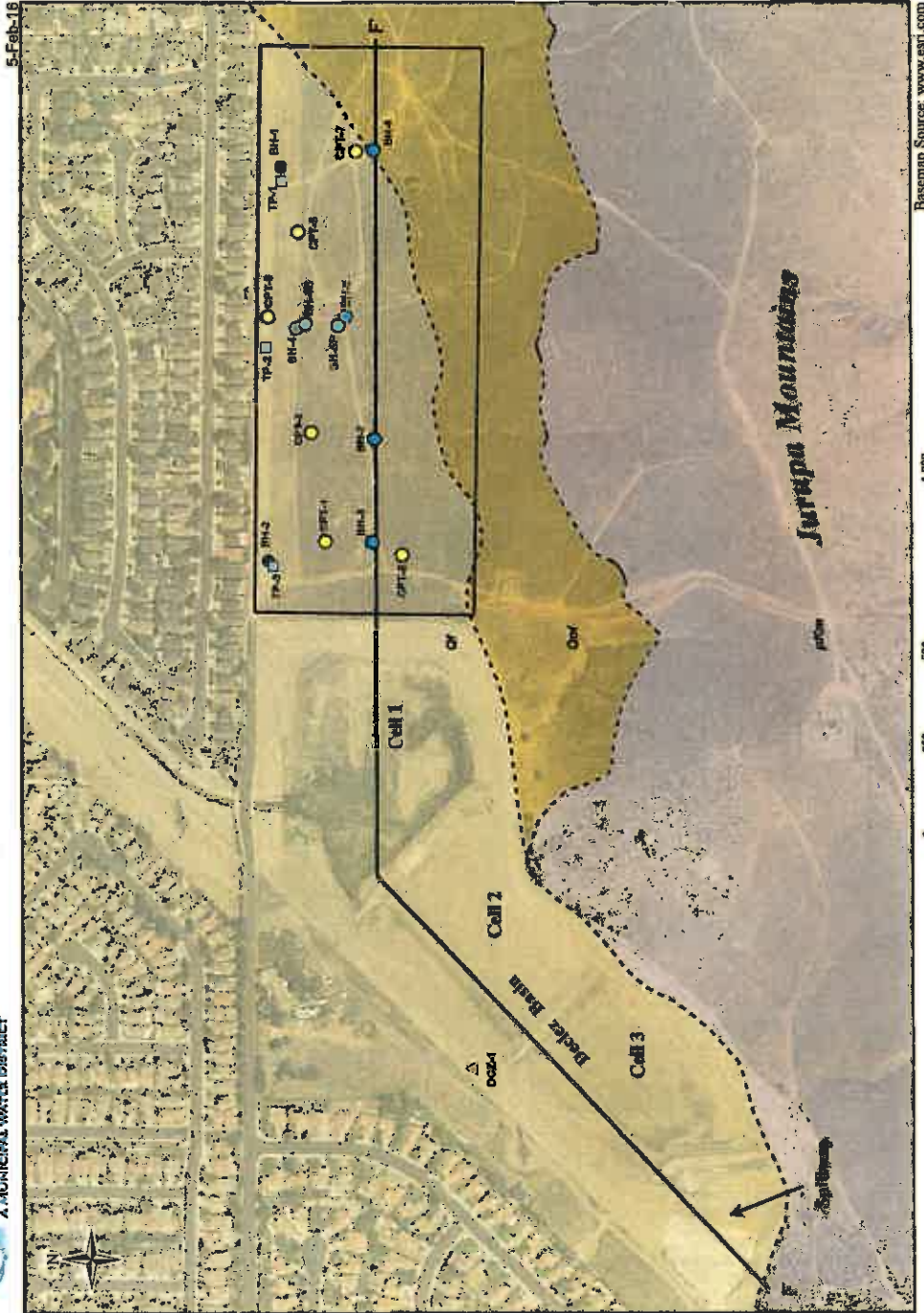


Figure 10

Model-Generated Recharge Scenario Hydrograph
 Hydraulic Conductivity = 12 ft/day



**East Declez Basin Improvements
Subsurface Investigation**



Map Features

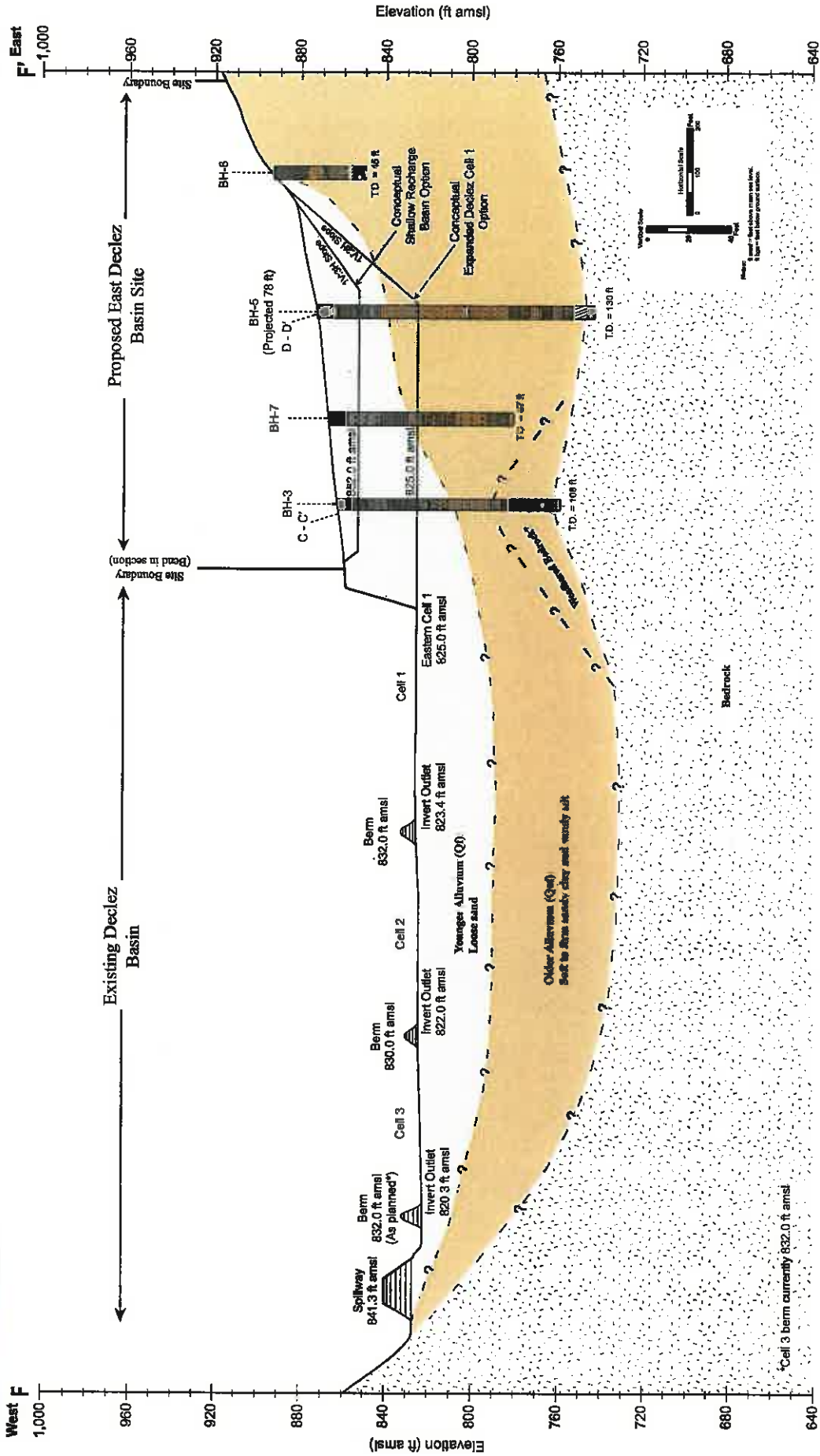
- Borehole Location
- Shallow Borehole Location
- CPT Location
- Previous Borehole (Geoscience, 2014)
- Infiltration Test Pit (Geoscience, 2014)
- Existing Monitoring Well
- Cross Section Location
- East Declez Basin Site
- Geologic Contact (Dashed Where Approximate)
- Young Alluvial Deposits
- Older Alluvial Deposits
- Crystalline Bedrock

East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database <http://gis.rivco.ca.gov/GISData.aspx>

Geology map from field mapping, September 2015 and modified from Morton and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2006

**Cross Section Location
F - F'**
Figure 11

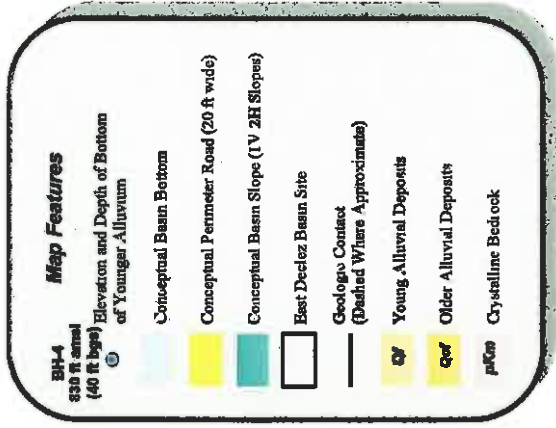
East Declez Basin Improvements Subsurface Investigation



5-Feb-16

Figure 12

**East Declez Basin Improvements
Subsurface Investigation**

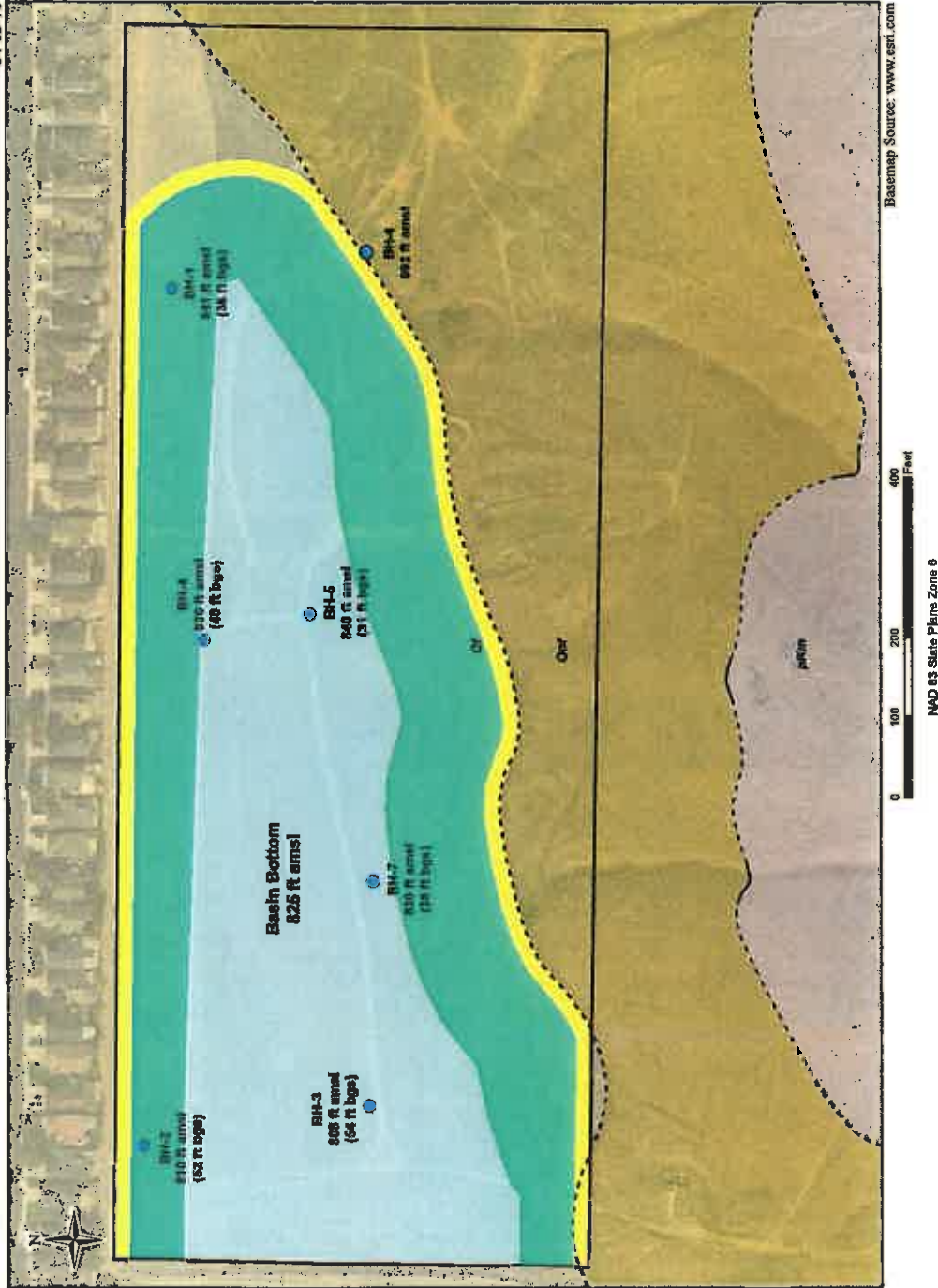


East Declez Basin site boundary from Riverside County Geographic Information Services' Parcel Database <http://gis.rivco.net/org/GRSDData.aspx>

Geology from field mapping, September 2015 and modified from Morton and Miller, Geologic Map of the San Bernardino and Santa Ana 30' x 60' quadrangles, USGS Open File Report 2006

ft amsl = feet above mean sea level
ft bgs = feet below ground surface

**Conceptual Declez Basin Layout -
Expanded Declez Cell 1 Option**
Figure 13



Appendix A

Previous Investigation Borehole Lithologic Logs





Oak Tree Group
Recharge Feasibility
 GEOSCIENCE Project No. 13055-14

LOG OF BORING BH-1

SHEET 1 OF 5

Location	34.033369 -117.493857	Date(s) Drilled	8/26/14 - 8/27/14	Drilling Contractor	ABC Liovin Drilling	Bearing (Azimuth)	NA
Ground Surface Elevation (ft)	882	Logged by	J. Sobolew	Drill Rig Type	CME - 85	Plunge (Degrees)	-90
Horizontal/Vertical Datum	NAD83/NAVD88	Reviewed by	J. Kingsbury	Borehole Diameter (in)	6	Total Depth (ft)	126.5

Depth (ft)	Notes	Core Run No.	Sample Information				Geologic Unit	MATERIAL DESCRIPTION
			Penetration (Graphite) Type and No.	Blows per 6 in.	Penetration (in)	Recovery (in)		

0							No Sample
5		R1		60	12		SAND (SW): brown (7.5YR 5/4); 95% fine to medium grained sand, subangular to subrounded; 5% silt; dry sample; very loose.
10		R2		60	12		SILT (ML): brown (7.5YR 5/4); 95% silt; trace fine to coarse gravel up to 11mm, subangular; trace fine to medium grained sand, subangular; dry sample, very loose.
15		R3		60	15		SAND WITH GRAVEL (SP): grayish brown (10YR 5/2); 65% fine to coarse grained sand, angular to subangular; 35% fine to coarse gravel up to 26mm, angular to subangular; trace silt; poorly sorted; dry sample, loose.
20		R4		60	15		
25		R5		60	24		@25 ft bgs increase in fine to coarse gravel.
30							




Oak Tree Group
Recharge Feasibility
GEOSCIENCE Project No. 13055-14

LOG OF BORING BH-1

SHEET 4 OF 5

Location	34.033369 -117.493857	Date(s) Drilled	8/26/14 - 8/27/14	Drilling Contractor	ABC Liovin Drilling	Bearing (Azimuth)	NA
Ground Surface Elevation (ft)	882	Logged by	J. Sobolew	Drill Rig Type	CME - 85	Plunge (Degrees)	-90
Horizontal/Vertical Datum	NAD83/NAVD88	Reviewed by	J. Kingsbury	Borehole Diameter (in)	6	Total Depth (ft)	126.5

Depth (ft)	Notes	Core Run No.	Sample Information				Geologic Unit	MATERIAL DESCRIPTION
			Penetration (Graphs)	Type and No.	Blows per 6 in.	Penetration (in)		

90		R18			60	45.96	 <p>SAND WITH GRAVEL (SP): red (2.5YR 5/8); 85% fine to coarse grained sand, subangular to subrounded; 10% fine to coarse gravel, subangular to subrounded; 5% silt; poorly sorted; dense, dry</p>	
95		R19			60	18		@97 ft bgs large cobble, rig chatter.
100		R20			60	55.92		
105		R21			60	39		
110		R22			60	51.6		@110 ft bgs driller added water.
115		R23			60	32.04		@113 ft bgs fine to coarse grained sand stringer.
120								



Oak Tree Group
 Recharge Feasibility
 GEOSCIENCE Project No. 13055-14

LOG OF BORING BH-1

SHEET 5 OF 5

Location	34.033369 -117.493857	Date(s) Drilled	8/26/14 - 8/27/14	Drilling Contractor	ABC Liovin Drilling	Bearing (Azimuth)	NA
Ground Surface Elevation (ft)	882	Logged by	J. Sobolew	Drill Rig Type	CME - 85	Plunge (Degrees)	-90
Horizontal/Vertical Datum	NAD83/NAVD88	Reviewed by	J. Kingsbury	Borehole Diameter (in)	6	Total Depth (ft)	126.5

Depth (ft)	Notes	Core Run No.	Sample Information				Geologic Unit	MATERIAL DESCRIPTION
			Penetration (Graphite) Type and No.	Blows per 6 in.	Penetration (in)	Recovery (in)		

120		R24			60	29.52		SAND WITH GRAVEL (SP); red (2.5YR 5/8); 85% fine to coarse grained sand, subangular to subrounded; 10% fine to coarse gravel, subangular to subrounded; 5% silt; poorly sorted; dense, dry
125		R25			18			Decomposing Granite

Total Depth 126.5 FT.



Oak Tree Group
Recharge Feasibility
 GEOSCIENCE Project No. 13055-14

LOG OF BORING BH-2

SHEET 1 OF 7

Location	34.033373 -117.497266	Date(s) Drilled	8/25/14 - 8/26/14	Drilling Contractor	ABC Liovin Drilling	Bearing (Azimuth)	NA
Ground Surface Elevation (ft)	866	Logged by	J. Sobolew	Drill Rig Type	CME - 85	Plunge (Degrees)	-90
Horizontal/Vertical Datum	NAD83/NAVD88	Reviewed by	J. Kingsbury	Borehole Diameter (in)	6	Total Depth (ft)	183

Depth (ft)	Notes	Core Run No.	Sample Information				Geologic Unit	MATERIAL DESCRIPTION	WELL CONSTRUCTION
			Penetration (Graph)	Type and No.	Blows per 6 in.	Penetration (in)			

0							NO SAMPLE	
5		R1			60	12	SAND (SW): light brownish gray (10YR 6/2); 95% fine grained sand, subangular to subrounded; trace fine gravel up to 6mm, subangular to subrounded; trace silt; dry sample, very loose.	
10		R2			60	8	SAND WITH GRAVEL (SP): light brownish gray (10YR 6/2); 75% fine to coarse grained sand, subangular to subrounded; 25% fine to coarse gravel up to 27mm, subangular to subrounded; trace silt; dry sample; poorly sorted.	
15		R3			60	10	SAND WITH GRAVEL (SP): pale brown (10YR 6/3); 60% fine to coarse grained sand, subangular to subrounded; 35% fine to coarse gravel up to 41mm, subangular to subrounded; 5% silt; dry sample; poorly sorted.	
20		R4			60	22	SILTY SAND WITH GRAVEL (SM): light gray (10YR 7/2); 55% fine to coarse grained sand, subangular to subrounded; 25% silt; 20% fine to coarse gravel up to 20mm, subangular to subrounded; dry sample; poorly sorted.	
25		R5			60	10	SILT (ML): grayish brown (10YR 5/2); 100% silt; trace fine grained sand, subrounded; dry sample.	
30							GRAVEL WITH SAND (GP): light yellowish brown (2.5Y 6/3); 55% fine to coarse gravel up to 47mm, subangular to subrounded; 40% fine to coarse grained sand, subangular to subrounded; 5% silt; dry sample; poorly sorted.	



Oak Tree Group
 Recharge Feasibility
 GEOSCIENCE Project No. 13055-14

LOG OF BORING BH-2

SHEET 7 OF 7

Location	34.033373 -117.497266	Date(s) Drilled	8/25/14 - 8/26/14	Drilling Contractor	ABC Liovin Drilling	Bearing (Azimuth)	NA
Ground Surface Elevation (ft)	866	Logged by	J. Sobolew	Drill Rig Type	CME - 85	Plunge (Degrees)	-90
Horizontal/Vertical Datum	NAD83/NAVD88	Reviewed by	J. Kingsbury	Borehole Diameter (in)	6	Total Depth (ft)	183

Depth (ft)	Notes	Core Run No.	Sample Information				Geologic Unit	MATERIAL DESCRIPTION	WELL CONSTRUCTION
			Penetration (Graphical)	Type and No.	Blows per 6 in.	Penetration (in)			
180		R36			36	43.68	Decomposed Granite		

Total Depth 183.0 FT.

Appendix B

Cone Penetrometer Testing Logs

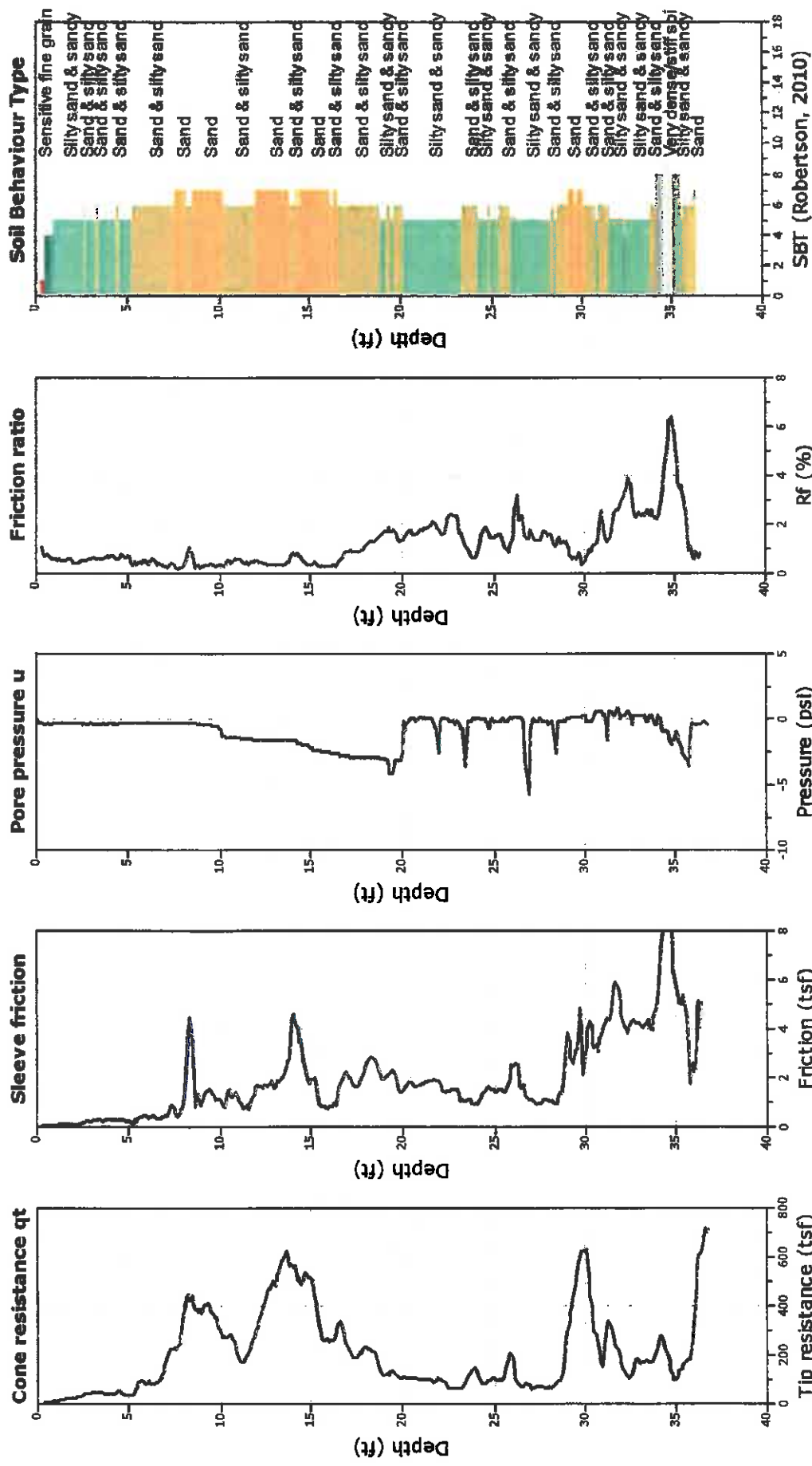




Kehoe Testing and Engineering
 714-901-7270
 rich@kehoetesting.com
 www.kehoetesting.com

Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-1
 Total depth: 36.81 ft, Date: 9/22/2015
 Cone Type: Vertek

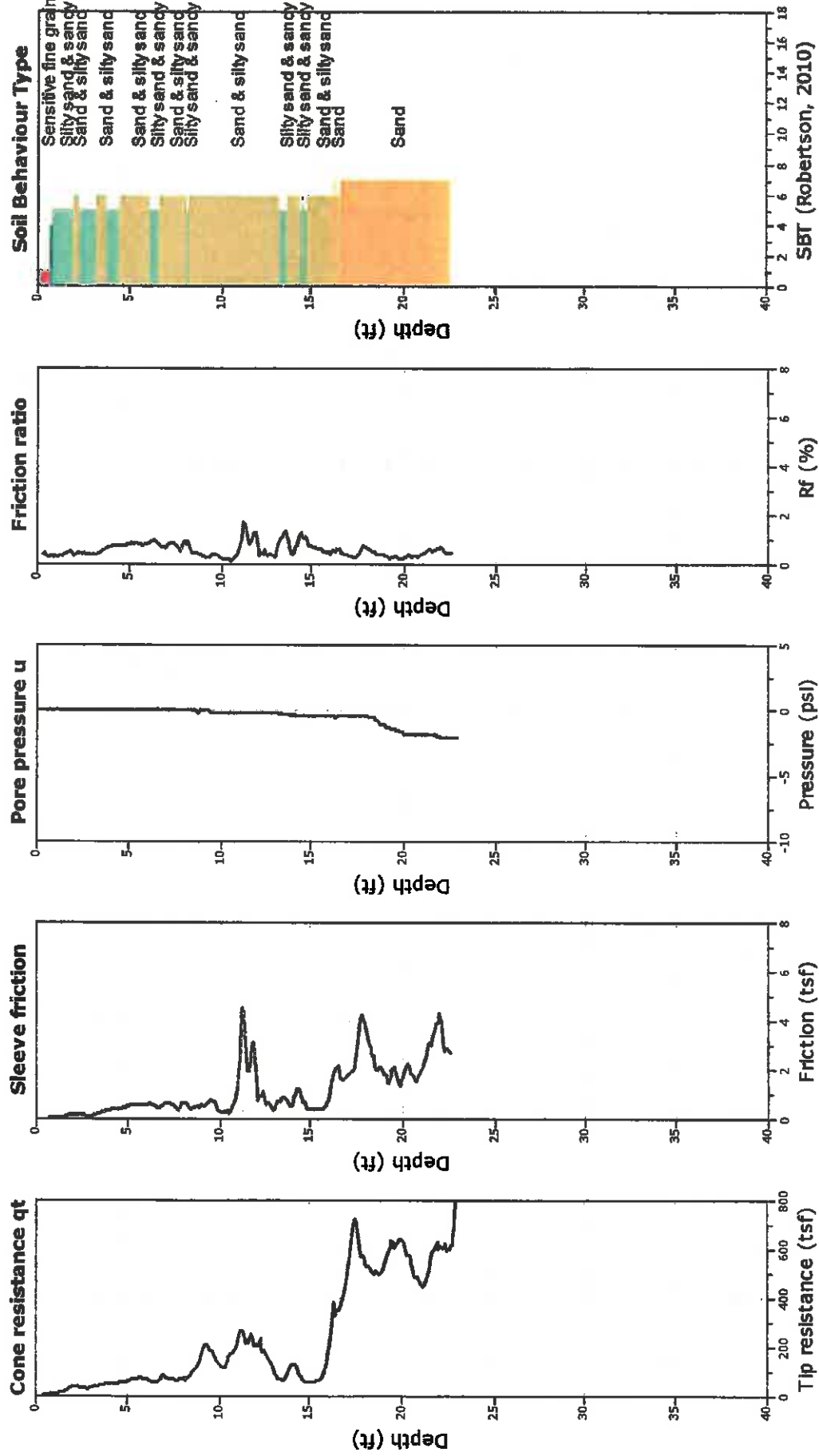




Kehoe Testing and Engineering
714-901-7270
rich@kehoetesting.com
www.kehoetesting.com

Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-2
Total depth: 22.90 ft, Date: 9/22/2015
Cone Type: Vertek

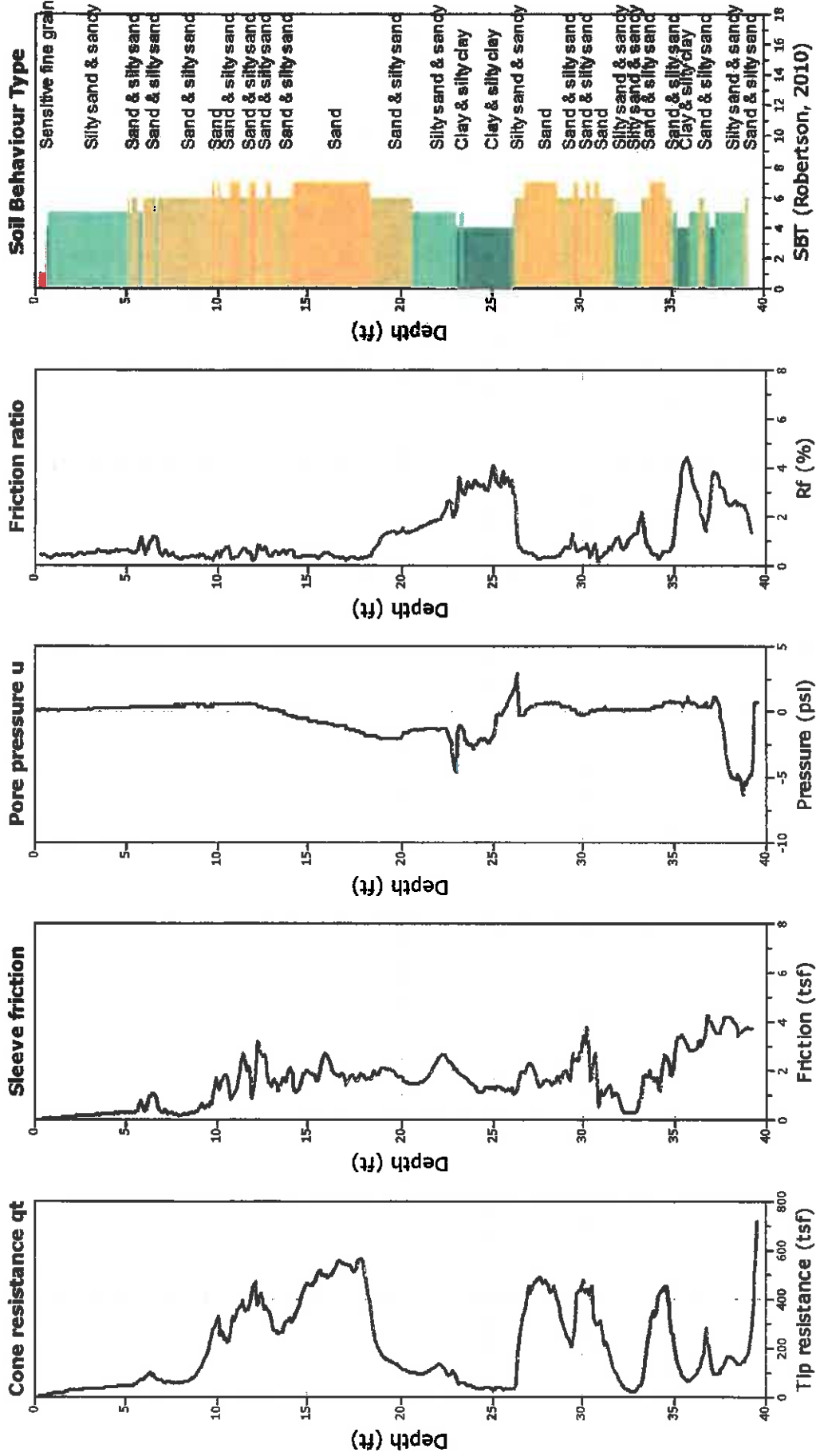




Kehoe Testing and Engineering
 714-901-7270
 rich@kehoetesting.com
 www.kehoetesting.com

Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-3
 Total depth: 39.56 ft, Date: 9/22/2015
 Cone Type: Vertek

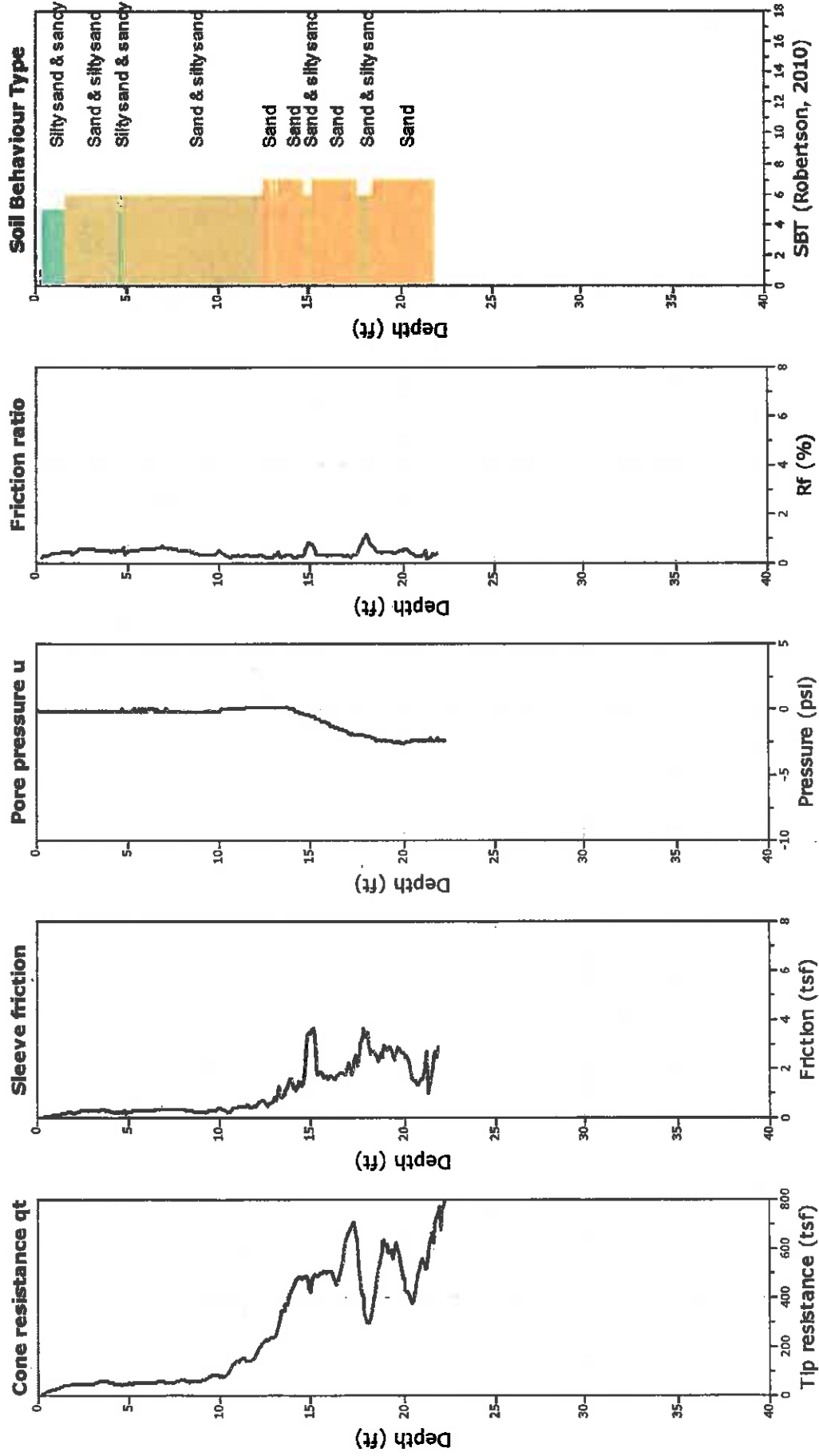




Kehoe Testing and Engineering
714-901-7270
rich@kehoetesting.com
www.kehoetesting.com

Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-5
Total depth: 22.23 ft, Date: 9/22/2015
Cone Type: Vertek



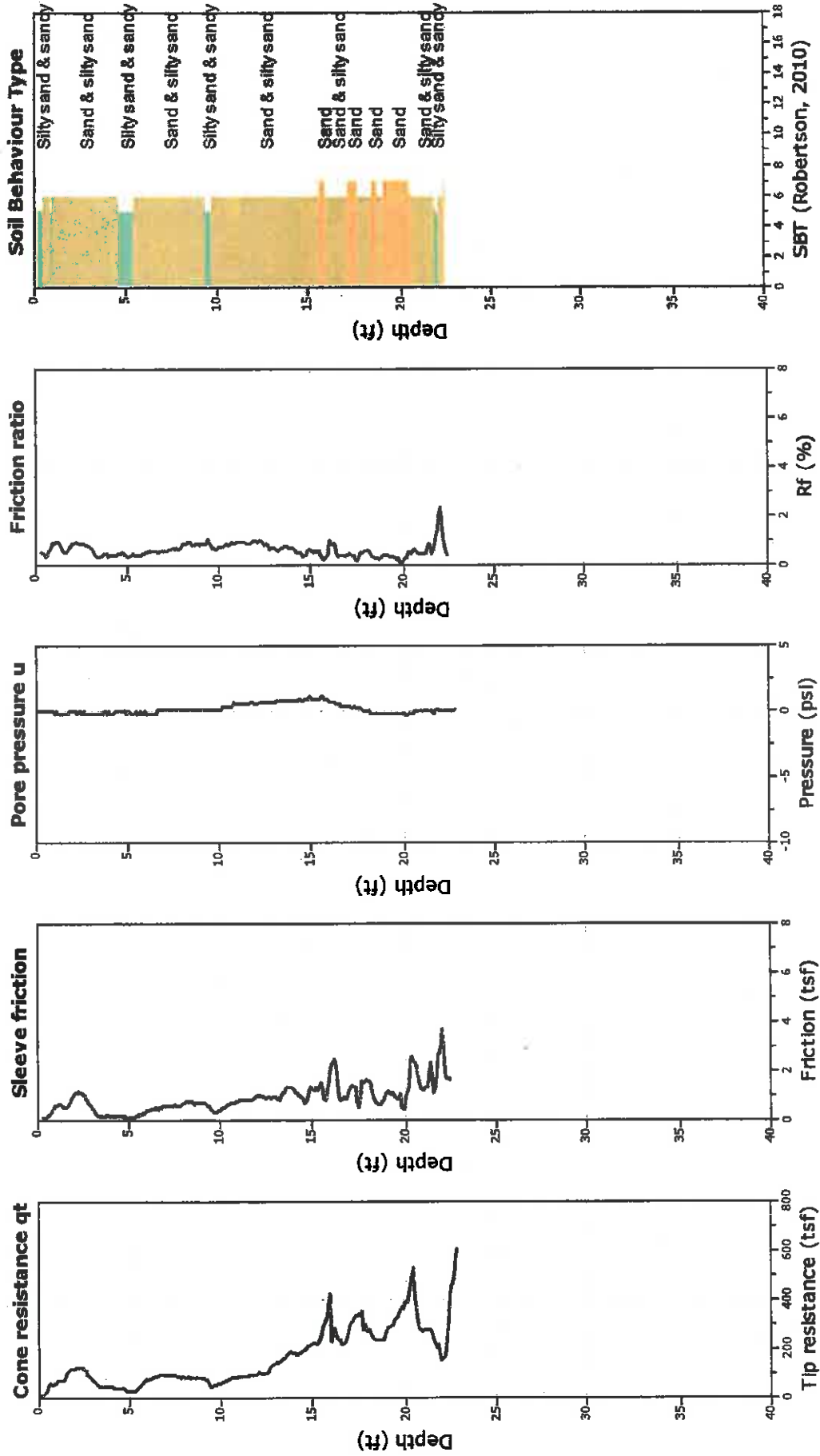


Kehoe Testing and Engineering
714-901-7270
rich@kehoetesting.com
www.kehoetesting.com

Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-7

Total depth: 22.80 ft, Date: 9/22/2015
Cone Type: Vertek

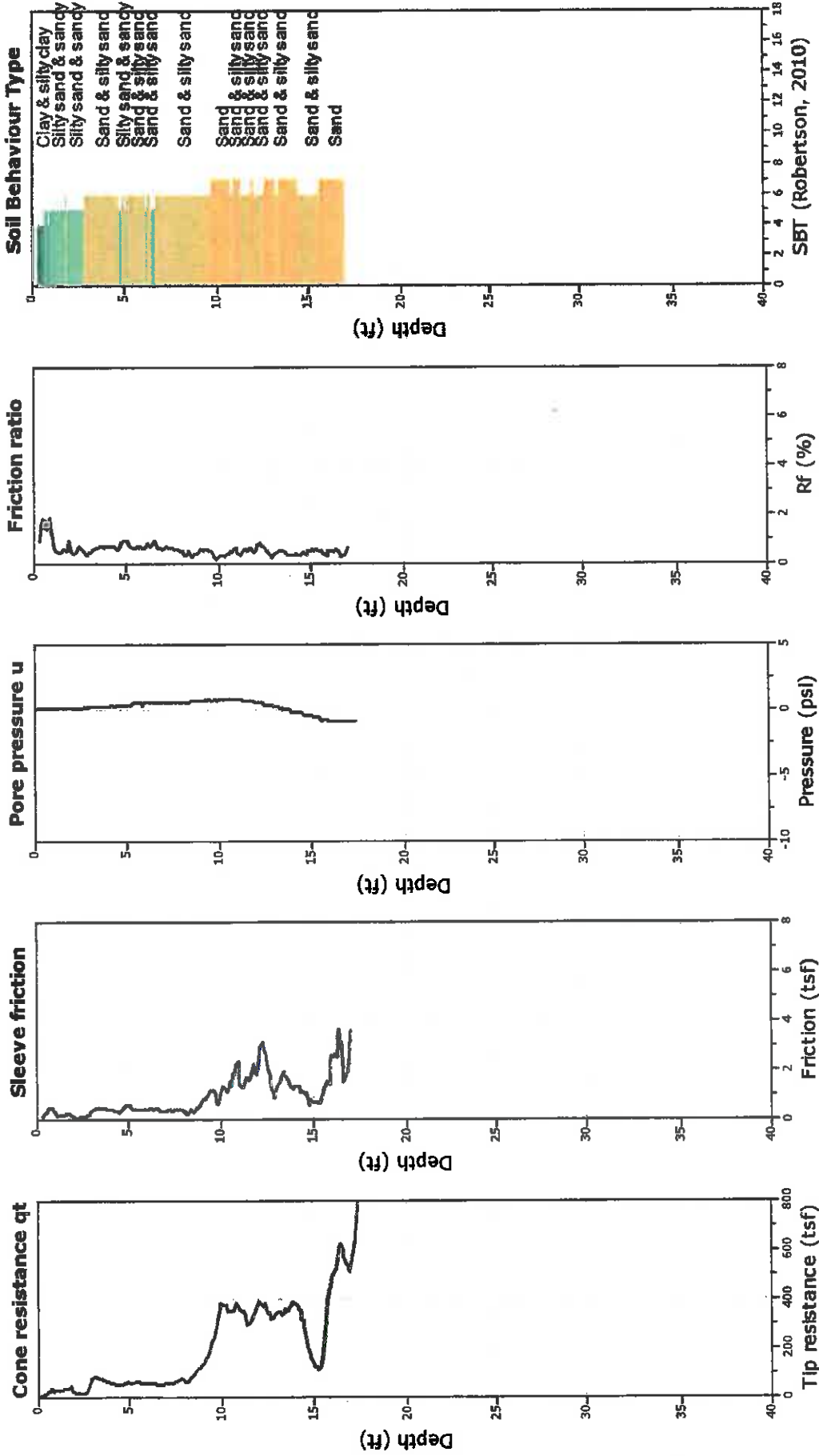


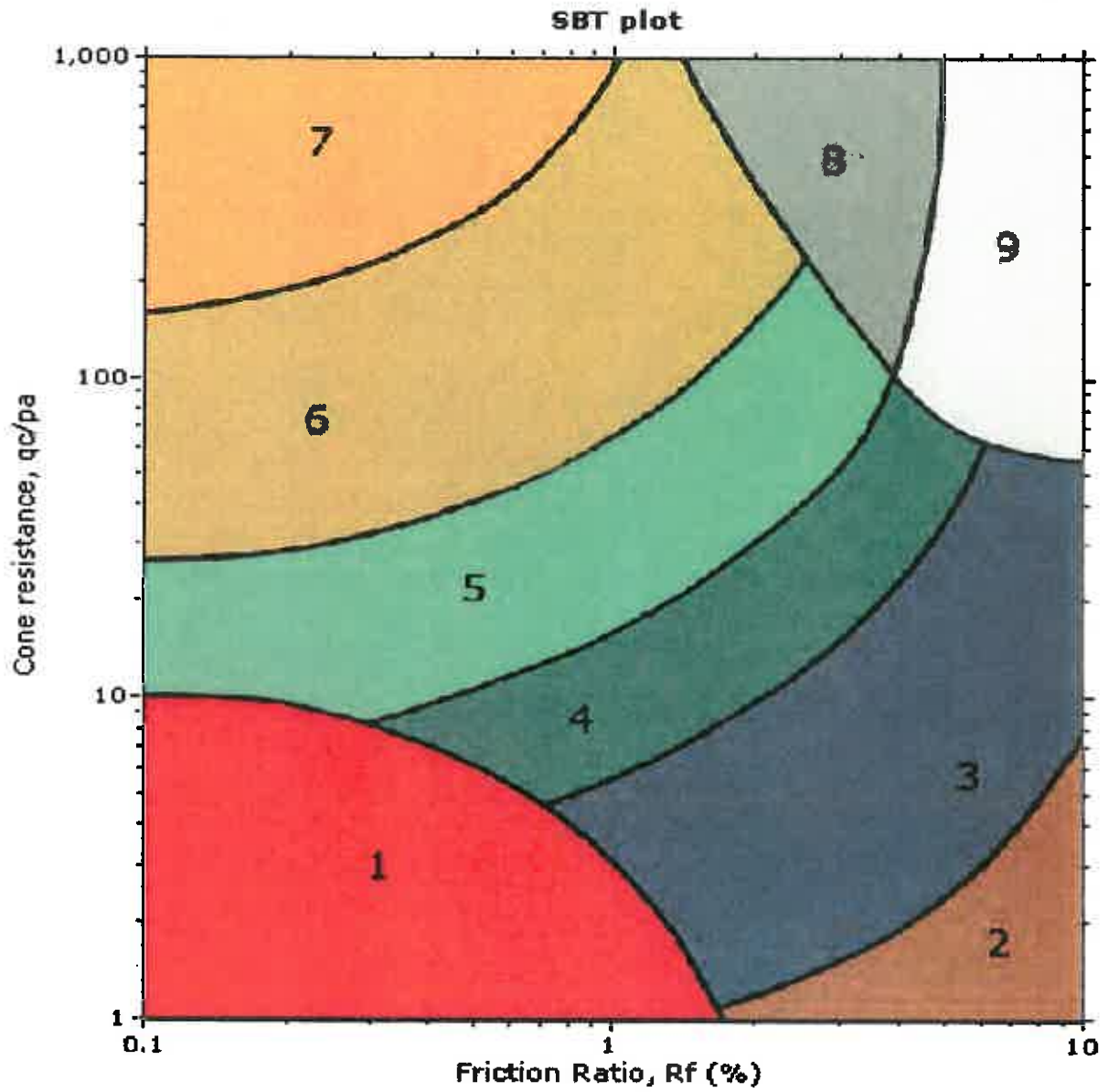


Kehoe Testing and Engineering
 714-901-7270
 rich@kehoetesting.com
 www.kehoetesting.com










Project: Thomas Harder & Company, Inc.
Location: 9998 Philadelphia Ave Mira Loma, CA

CPT: CPT-8
 Total depth: 17.37 ft, Date: 9/22/2015
 Cone Type: Vertek





SBT legend

- | | | |
|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|  1. Sensitive fine grained |  4. Clayey silt to silty clay |  7. Gravely sand to sand |
|  2. Organic material |  5. Silty sand to sandy silt |  8. Very stiff sand to clayey sand |
|  3. Clay to silty clay |  6. Clean sand to silty sand |  9. Very stiff fine grained |

Appendix C

Soil Physical Properties Testing Laboratory Reports





8100 Secura Way • Santa Fe Springs, CA 90670
Telephone (562) 347-2500 • Fax (562) 907-3610

November 2, 2015

Benjamin Lewis
Thomas Harder & Co.
1260 N. Hancock St., Suite 109
Anaheim, CA 92807

Re: PTS File No: 45627
Physical Properties Data
East Declez

Dear Mr. Lewis:

Please find enclosed report for Physical Properties analyses conducted upon samples received from your East Declez project. All analyses were performed by applicable ASTM, EPA, or API methodologies. The samples are currently in storage and will be retained for thirty days past completion of testing at no charge. Please note that the samples will be disposed of at that time. You may contact me regarding storage, disposal, or return of the samples.

PTS Laboratories Inc. appreciates the opportunity to be of service. If you have any questions or require additional information, please contact Morgan Richards at (562) 347-2509.

Sincerely,
PTS Laboratories, Inc.

Michael Mark Brady, P.G.
Laboratory Director

Encl.

Project Name: East Declez
 Project Number: N/A

PTS File No: 45627
 Client: Thomas Harder & Co.

TEST PROGRAM - 20151015

CORE ID	Depth ft.	Core Recovery ft.	Hydraulic Conductivity API RP40/EPA 9100		Effective Porosity Mod. ASTM D425 Vert. 1.5"	Dry Bulk Density API RP40 Vert. 1.5"	Grain Size Analysis ASTM D422 Grab	Comments
			Vert. 1.5"	Horiz. 1.5"				
Date Received: 20151015								
BH-3	56-56.5	0.50	X	X				
BH-4	52.5-53	0.50	X	X				
BH-4B	21-21.5	0.50	X	X	X	X	X	
BH-5B	21-21.5	0.50	X	X	X	X	X	
BH-5	76-76.5	0.50	X	X				
BH-6	44.5-45	0.50	X	X				
TOTALS:	6 Cores	3.00	6	6	2	2	2	6

Laboratory Test Program Notes

Contaminant identification: _____
 Standard TAT for basic analysis is 10 business days.
 Effective Porosity: Includes Total Porosity.
 ASTM D422: Dry Sieve only, Hydrometer analysis must be requested prior to initiating tests. Additional costs would apply.

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/02/15

PHYSICAL PROPERTIES DATA - DRAINAGE (EFFECTIVE) POROSITY

Project Name: East Declz
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	SAMPLE ORIENTATION (1)	METHODS: ANALYSIS DATE	API RP 40 /	API RP40	Mod. ASTM D425	Mod. ASTM D425
				ASTM D2218	DENSITY BULK, g/cc	TOTAL POROSITY (2), %Vb	EFFECTIVE POROSITY, %Vb
BH-4B	21.3	V	20151026	MOISTURE CONTENT, % weight --	1.77	20.9	15.7
BH-5B	21.3	V	20151026	--	1.83	20.0	15.6

(1) Sample Orientation: H = horizontal; V = vertical; R = remold
 (2) Total Porosity = all interconnected pore channels.
 Vb = Bulk Volume, cc; ND = Not Detected

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/02/15

PHYSICAL PROPERTIES DATA - HYDRAULIC CONDUCTIVITY

(Methodology: API RP 40; EPA 9100)

Project Name: East Declz
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	SAMPLE ORIENTATION (1)	ANALYSIS DATE	25 PSI CONFINING STRESS		
				EFFECTIVE PERMEABILITY TO WATER (2,3), millidarcy	HYDRAULIC CONDUCTIVITY (3), cm/s	INTRINSIC PERMEABILITY TO WATER (3), cm ²
BH-3	56.3	V	20151027	2.63	2.66E-06	2.59E-11
BH-4	52.8	V	20151027	2.07	2.10E-06	2.05E-11
BH-4B	21.3	V	20151027	78.7	7.75E-05	7.57E-10
BH-5B	21.3	V	20151027	78.5	7.98E-05	7.75E-10
BH-5	76.3	V	20151027	3.91	4.02E-06	3.86E-11
BH-6	44.8	V	20151028	2.99	3.01E-06	2.95E-11

(1) Sample Orientation: H = horizontal; V = vertical; R = remold
 (2) Effective (Native) = With as-received pore fluids in place.
 (3) Permeability to water and hydraulic conductivity measured at saturated conditions.
 Water = filtered Laboratory Fresh (tap) or Site water.

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/02/15

PHYSICAL PROPERTIES DATA - HYDRAULIC CONDUCTIVITY

(Methodology: API RP 40; EPA 9100)

Project Name: East Declez
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	SAMPLE ORIENTATION (1)	ANALYSIS DATE	25 PSI CONFINING STRESS		
				EFFECTIVE PERMEABILITY TO WATER (2,3), millidarcy	HYDRAULIC CONDUCTIVITY (3), cm/s	INTRINSIC PERMEABILITY TO WATER (3), cm ²
BH-3	56.45	H	20151028	3.01	3.07E-06	2.98E-11
BH-4	52.95	H	20151028	2.40	2.43E-06	2.37E-11
BH-4B	21.45	H	20151028	81.8	8.35E-05	8.07E-10
BH-5B	21.45	H	20151028	464	4.70E-04	4.58E-09
BH-5	76.45	H	20151028	4.27	4.29E-06	4.21E-11
BH-6	44.95	H	20151028	5.71	5.78E-06	5.64E-11

(1) Sample Orientation: H = horizontal; V = vertical; R = remold
 (2) Effective (Native) = With as-received pore fluids in place.
 (3) Permeability to water and hydraulic conductivity measured at saturated conditions.
 Water = filtered Laboratory Fresh (tap) or Site water.

PARTICLE SIZE SUMMARY
(METHODOLOGY: ASTM D422M)

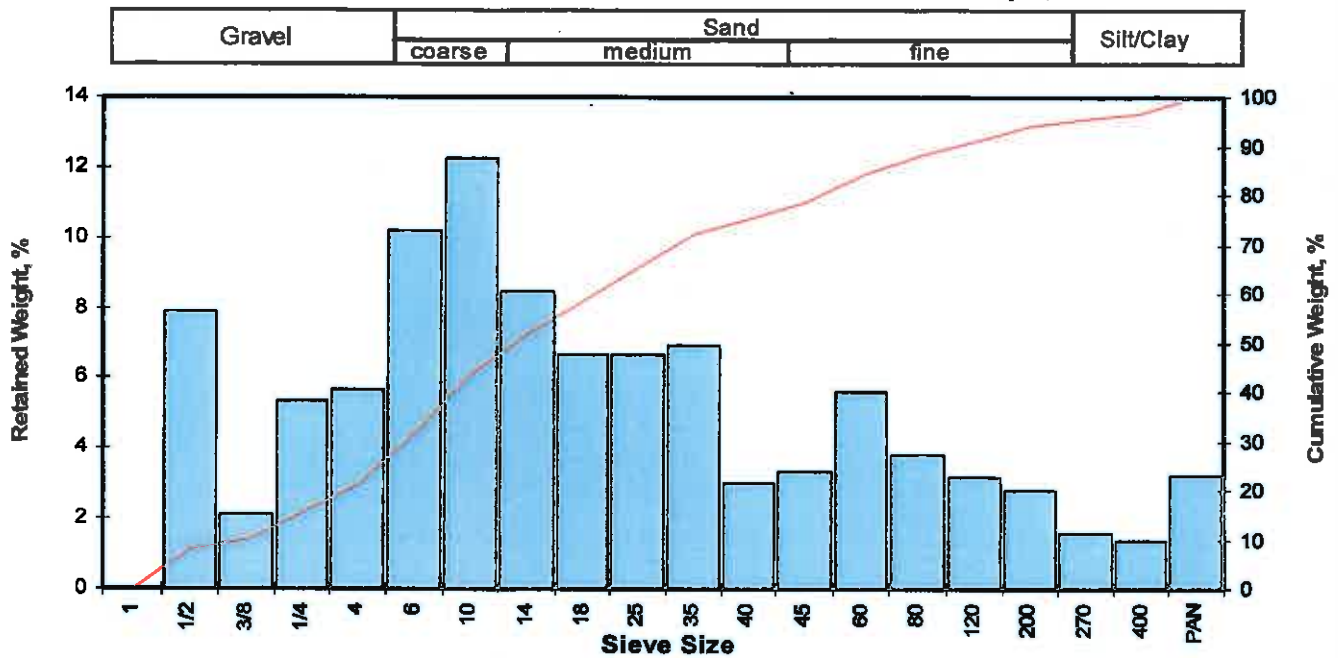
PROJECT NAME: East Declez
PROJECT NO: N/A

Sample ID	Depth, ft.	Mean Grain Size Description USCS/ASTM (1)	Median Grain Size, mm	Particle Size Distribution, wt. percent				
				Gravel	Coarse Sand	Medium Sand	Fine Sand	Silt/Clay
BH-4B	21.1	Coarse sand	1.526	20.97	22.42	31.73	18.75	6.14
BH-5B	21.1	Coarse sand	1.901	26.27	22.51	29.16	14.95	7.11

(1) Based on Mean from Trask

Client: Thomas Harder & Co.
 Project: East Declez
 Project No: N/A

PTS File No: 45627
 Sample ID: BH-4B
 Depth, ft: 21.1



Opening		Phi of Screen	U.S. Sieve No.	Sample Weight grams	Incremental Weight, percent	Cumulative Weight, percent
Inches	Millimeters					
0.9844	25.002	-4.64	1	0.00	0.00	0.00
0.4922	12.501	-3.64	1/2	15.54	7.85	7.85
0.3740	9.500	-3.25	3/8	4.15	2.10	9.95
0.2500	6.351	-2.67	1/4	10.57	5.34	15.29
0.1873	4.757	-2.25	4	11.22	5.67	20.97
0.1324	3.364	-1.75	6	20.15	10.18	31.15
0.0787	2.000	-1.00	10	24.21	12.24	43.39
0.0557	1.414	-0.50	14	16.76	8.47	51.86
0.0394	1.000	0.00	18	13.15	6.65	58.50
0.0278	0.707	0.50	25	13.16	6.85	65.16
0.0197	0.500	1.00	35	13.74	6.94	72.10
0.0166	0.420	1.25	40	5.97	3.02	75.12
0.0139	0.354	1.50	45	6.63	3.35	78.47
0.0098	0.250	2.00	60	11.12	5.62	84.09
0.0070	0.177	2.50	80	7.53	3.81	87.89
0.0049	0.125	3.00	120	6.24	3.15	91.05
0.0029	0.074	3.75	200	5.57	2.82	93.86
0.0021	0.053	4.25	270	3.10	1.57	95.43
0.0015	0.037	4.75	400	2.69	1.36	96.79
			PAN	6.35	3.21	100.00
TOTALS				197.85	100.00	100.00

Cumulative Weight Percent greater than			
Weight percent	Phi Value	Particle Size	
		Inches	Millimeters
5	-4.01	0.6332	16.082
10	-3.24	0.3727	9.466
16	-2.62	0.2412	6.127
25	-2.05	0.1633	4.147
40	-1.21	0.0909	2.309
50	-0.61	0.0601	1.526
60	0.11	0.0364	0.925
75	1.24	0.0167	0.423
84	1.99	0.0099	0.251
90	2.83	0.0055	0.140
95	4.11	0.0023	0.058

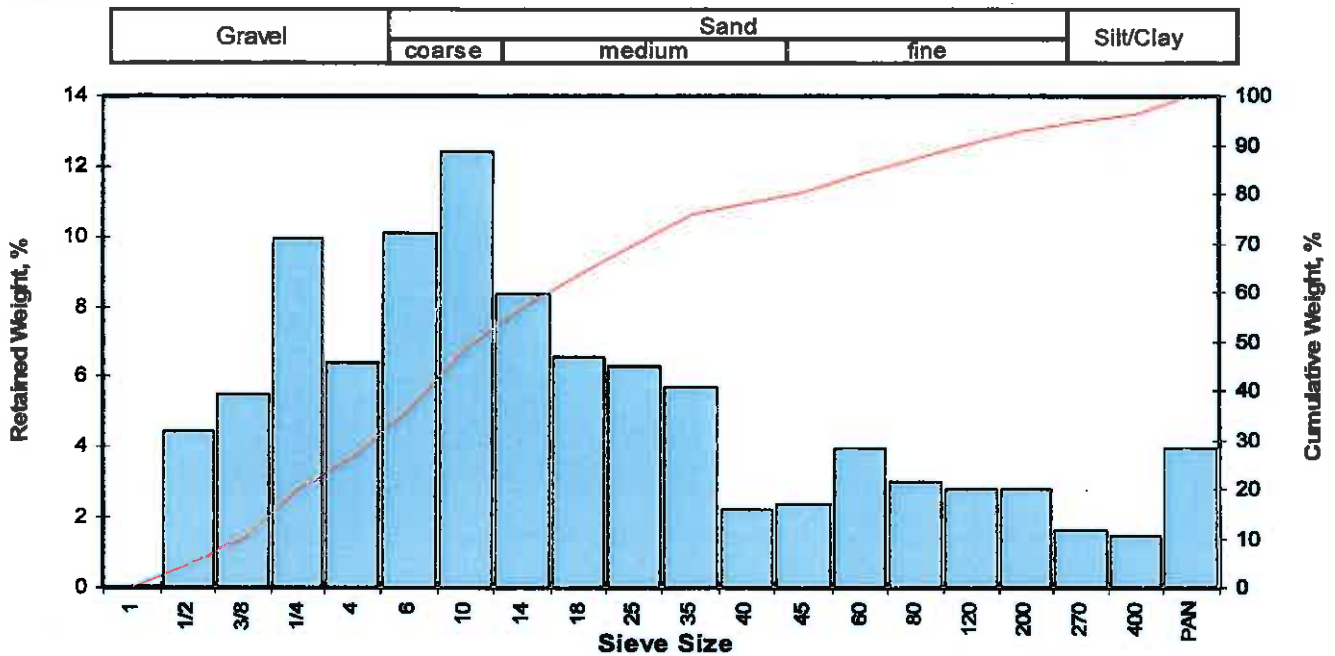
Measure	Trask	Inman	Folk-Ward
Median, phi	-0.61	-0.61	-0.61
Median, in.	0.0601	0.0601	0.0601
Median, mm	1.526	1.526	1.526
Mean, phi	-1.19	-0.31	-0.41
Mean, in.	0.0900	0.0489	0.0523
Mean, mm	2.285	1.241	1.330
Sorting	3.130	2.304	2.382
Skewness	0.868	0.129	0.146
Kurtosis	0.200	0.762	1.011

Grain Size Description (ASTM-USCS Scale) Coarse sand (based on Mean from Trask)

Description	Retained on Sieve #	Weight Percent
Gravel	4	20.97
Coarse Sand	10	22.42
Medium Sand	40	31.73
Fine Sand	200	18.75
Silt/Clay	<200	6.14
Total		100

Client: Thomas Harder & Co.
 Project: East Declez
 Project No: N/A

PTS File No: 45627
 Sample ID: BH-5B
 Depth, ft: 21.1



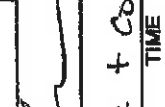
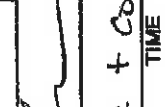
Opening		Phi of Screen	U.S. Sieve No.	Sample Weight grams	Incremental Weight, percent	Cumulative Weight, percent
Inches	Millimeters					
0.9844	25.002	-4.64	1	0.00	0.00	0.00
0.4922	12.501	-3.64	1/2	9.12	4.45	4.45
0.3740	9.500	-3.25	3/8	11.24	5.49	9.94
0.2500	6.351	-2.67	1/4	20.33	9.93	19.87
0.1873	4.757	-2.25	4	13.11	6.40	26.27
0.1324	3.364	-1.75	6	20.64	10.08	36.35
0.0787	2.000	-1.00	10	25.46	12.43	48.78
0.0557	1.414	-0.50	14	17.11	8.35	57.13
0.0394	1.000	0.00	18	13.47	6.58	63.71
0.0278	0.707	0.50	25	12.86	6.28	69.99
0.0197	0.500	1.00	35	11.73	5.73	75.71
0.0166	0.420	1.25	40	4.56	2.23	77.94
0.0139	0.354	1.50	45	4.84	2.36	80.30
0.0098	0.250	2.00	60	8.10	3.95	84.26
0.0070	0.177	2.50	80	6.19	3.02	87.28
0.0049	0.125	3.00	120	5.78	2.82	90.10
0.0029	0.074	3.75	200	5.71	2.79	92.89
0.0021	0.053	4.25	270	3.38	1.65	94.54
0.0015	0.037	4.75	400	3.07	1.50	96.04
			PAN	8.11	3.96	100.00
TOTALS				204.81	100.00	100.00

Cumulative Weight Percent greater than			
Weight percent	Phi Value	Particle Size	
		Inches	Millimeters
5	-3.60	0.4789	12.164
10	-3.24	0.3731	9.478
16	-2.89	0.2925	7.430
25	-2.33	0.1983	5.037
40	-1.53	0.1137	2.887
50	-0.93	0.0748	1.901
60	-0.28	0.0479	1.216
75	0.94	0.0206	0.522
84	1.97	0.0101	0.256
90	2.98	0.0050	0.127
95	4.40	0.0019	0.047

Measure	Trask	Inman	Folk-Ward
Median, phi	-0.93	-0.93	-0.93
Median, in.	0.0748	0.0748	0.0748
Median, mm	1.901	1.901	1.901
Mean, phi	-1.47	-0.46	-0.62
Mean, in.	0.1094	0.0543	0.0604
Mean, mm	2.780	1.378	1.534
Sorting	3.106	2.430	2.428
Skewness	0.853	0.191	0.261
Kurtosis	0.241	0.647	1.004

Grain Size Description (ASTM-USCS Scale) Coarse sand (based on Mean from Trask)

Description	Retained on Sieve #	Weight Percent
Gravel	4	28.27
Coarse Sand	10	22.51
Medium Sand	40	29.16
Fine Sand	200	14.96
Silt/Clay	<200	7.11
Total		100

COMPANY THOMAS HARDER AND COMPANY ADDRESS 1760 N. LINCOLN ST., ANAHEIM, CA, 92807 CITY SUITE ZIP CODE ANAHEIM, CA 92807 PROJECT MANAGER BEN LEWIS email blewis@thomasharder.com PROJECT NAME East Decree PHONE NUMBER 714-779-3875 PROJECT NUMBER - FAX NUMBER - SITE LOCATION - SAMPLER SIGNATURE -				ANALYSIS REQUEST SOIL PROPERTIES PACKAGE HYDRAULIC CONDUCTIVITY PACKAGE PORE FLUID SATURATIONS PACKAGE TOC/TN/TCO PROPERTIES PACKAGE CAPILLARITY PACKAGE FLUID PROPERTIES PACKAGE PHOTOLOG: CORE PHOTOGRAPHY VAPOR TRANSPORT PACKAGE POROSITY: TOTAL, AIR FILLED, WATER FILLED POROSITY: EFFECTIVE, ASTM D4254 SPECIFIC GRAVITY, ASTM D854 BULK DENSITY (DRY), API RP40 or ASTM D2937 AIR PERMEABILITY, API RP40 HYDRAULIC CONDUCTIVITY, EPA8100/MP1 RP40 or D5084 GRAIN SIZE DISTRIBUTION, ASTM D422 or 4464M TOC: WALKLEY-BLACK ATTERBERG LIMITS, ASTM D4318 VAPOR INTRUSION PACKAGE FREE PRODUCT MOBILITY PACKAGE												PO# TURNAROUND TIME 24 HOURS <input type="checkbox"/> 5 DAYS <input type="checkbox"/> 72 HOURS <input type="checkbox"/> NORMAL <input checked="" type="checkbox"/>			
OTHER: _____ SAMPLE INTEGRITY (CHECK): INTACT <input checked="" type="checkbox"/> TEMP (F) 56 PTS QUOTE NO. _____ PTS FILE: 45627 COMMENTS																			
NUMBER OF SAMPLES 1 1 1 1 1 1																			
SAMPLE ID BH-3 BH-4 BH-4B BH-5A BH-5 BH-6				DATE TIME DEPTH, FT															
1. RELINQUISHED BY 				2. RECEIVED BY 		3. RELINQUISHED BY COMPANY DATE TIME												4. RECEIVED BY COMPANY DATE TIME	
COMPANY THOMAS HARDER + CO. DATE 10/15/15 TIME 11:00 AM				COMPANY PLS LABS DATE 10/15/15 TIME 11:00															



8100 Secura Way • Santa Fe Springs, CA 90670
Telephone (562) 347-2500 • Fax (562) 907-3610

November 23, 2015

Benjamin Lewis
Thomas Harder & Co.
1260 N. Hancock St., Suite 109
Anaheim, CA 92807

Re: PTS File No: 45627
Physical Properties Data – selected test reruns
East Declez

Dear Mr. Lewis:

Please find enclosed report for Physical Properties analyses conducted upon samples received from your East Declez project. This report covers the retesting made at your request on samples BH-4B and BH-5B; hydraulic conductivity was remeasured on the two samples and total porosity was measured using Helium porosimetry via Boyle's Law principle of gas expansion.

PTS Laboratories Inc. appreciates the opportunity to be of service. If you have any questions or require additional information, please contact Morgan Richards at (562) 347-2509.

Sincerely,
PTS Laboratories, Inc.

Michael Mark Brady, P.G.
Laboratory Director

Encl.

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/23/15

PHYSICAL PROPERTIES DATA

Project Name: East Declez
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	METHODS: SAMPLE ORIENTATION (1)	API RP 40 /	API RP 40		API RP 40		
			ASTM D2216	DENSITY		POROSITY, %Vb (2)		
			MOISTURE CONTENT, % weight	DRY BULK, g/cc	GRAIN, g/cc	TOTAL	AIR-FILLED	WATER-FILLED
BH-4B	21.30	V	2.6	1.77	2.68	34.1	29.4	4.7
BH-5B	21.30	V	2.9	1.83	2.69	32.0	26.8	5.2
BH-4B	21.45	H	2.1	1.99	2.69	26.3	22.1	4.1
BH-5B	21.45	H	1.8	1.83	2.70	32.2	28.9	3.3

Total Porosity by Helium Porosimetry (Boyle's Law).

(1) Sample Orientation: H = horizontal; V = vertical; R = remold

(2) Total Porosity = all interconnected pore channels; Air Filled = pore channels not occupied by pore fluids.

Vb = Bulk Volume, cc; -- = Analysis not requested.

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/23/15

PHYSICAL PROPERTIES DATA - HYDRAULIC CONDUCTIVITY

(Methodology: API RP 40; EPA 9100)

Project Name: East Declez
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	SAMPLE ORIENTATION (1)	ANALYSIS DATE	25 PSI CONFINING STRESS		
				EFFECTIVE PERMEABILITY TO WATER (2,3), millidarcy	HYDRAULIC CONDUCTIVITY (3), cm/s	INTRINSIC PERMEABILITY TO WATER (3), cm ²
Remeasure Hydraulic Conductivity using same sample.						
BH-4B	21.3	V	20151118	177	1.76E-04	1.74E-09
Remeasure Hydraulic Conductivity using same sample.						
BH-5B	21.3	V	20151118	153	1.54E-04	1.51E-09

Note: vertical samples were dried during initial testing phase. Samples were resaturated with water and hydraulic conductivity measured.

(1) Sample Orientation: H = horizontal; V = vertical; R = remold
 (2) Effective (Native) = With as-received pore fluids in place.
 (3) Permeability to water and hydraulic conductivity measured at saturated conditions.
 Water = filtered Laboratory Fresh (tap) or Site water.

PTS File No: 45627
 Client: Thomas Harder & Co.
 Report Date: 11/23/15

PHYSICAL PROPERTIES DATA - HYDRAULIC CONDUCTIVITY

(Methodology: API RP 40; EPA 9100)

Project Name: East Declez
 Project No: N/A

SAMPLE ID.	DEPTH, ft.	SAMPLE ORIENTATION (1)	ANALYSIS DATE	25 PSI CONFINING STRESS		
				EFFECTIVE PERMEABILITY TO WATER (2,3), millidarcy	HYDRAULIC CONDUCTIVITY (3), cm/s	INTRINSIC PERMEABILITY TO WATER (3), cm ²
Remeasure Hydraulic Conductivity using same sample.						
BH-4B	21.45	H	20151118	55.0	5.43E-05	5.42E-10
Remeasure Hydraulic Conductivity using same sample.						
BH-5B	21.45	H	20151118	4200	4.13E-03	4.15E-08

(1) Sample Orientation: H = horizontal; V = vertical; R = remold
 (2) Effective (Native) = With as-received pore fluids in place.
 (3) Permeability to water and hydraulic conductivity measured at saturated conditions.
 Water = filtered Laboratory Fresh (tap) or Site water.

Appendix D

Borehole Lithologic Logs



Lithologic Log

Client: IEUA	Drilling Contractor: J & H Drilling Co., Inc.
Borehole/ Well No: BH-3	Drilling Method: Hollow Stem Auger
Project Number: 15-010-102	Borehole Diameter: 8 inches
Project: East Declaz	Location of boring/ Well (State Plane, NAD 83): X: 6183762 (approximate) Y: 2321637 (approximate)
Start Date: 1-Oct-15	
Finish Date: 2-Oct-15	
Logged By: JB and MH	

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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0	SW	100		7.5 YR 6/4 Light Brown	SILTY SAND: Dry. Fine-grained sand, trace medium-grained sand and coarse-grained sand, less than 5 percent gravel up to 20 mm; subrounded; 20-30 percent silt.
-5		20		7.5 YR 6/4 Light Brown	Trace gravel up to 55 mm.
-10	SW-SM	40	25, 50 (6-inch)	7.5 YR 6/2 Pinkish Gray	WELL-GRADED SAND WITH SILT AND GRAVEL: Dry. Fine-grained sand, 20-30 percent gravel up to 20 mm; rounded; 10-15 percent silt.
-15	SM	20		7.5 YR 5/3 Brown	SILTY SAND WITH GRAVEL: Dry. Fine-grained sand, with medium-grained sand, trace-coarse grained sand, 10-15 percent gravel up to 25 mm; subrounded to rounded; 15-20 percent silt.
-20			17, 23, 37		
-25	SP	40		7.5 YR 6/3 Light Brown	POORLY GRADED SAND: Moist. Medium-grained sand, with fine-grained sand, some coarse-grained sand, less than 5 percent gravel up to 10 mm, 5-10 percent silt; subrounded to rounded; 5-10 percent silt.

Borehole Lithologic Log

Borehole/ Well No.: BH-3

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-25	SW SM	10		7.5 YR 5/3 Brown	WELL-GRADED SAND WITH SILT: Moist. Medium-grained sand, with fine-grained sand, some coarse-grained sand, less than 5 percent gravel up to 50 mm; rounded; 10-15 percent silt.
-30			22, 27, 35		
	ML	90		10 YR 5/1	SILT: Moist, very soft consistency. Less than 5 percent fine-grained sand. Silt: low dry strength, rapid dilatency, medium toughness, medium plasticity.
	SM	50		10 YR 5/2 Grayish Brown	SILTY SAND WITH GRAVEL: Moist. Fine-grained sand, with medium-grained sand, trace-coarse grained sand, 15-20 percent gravel up to 55 mm; subrounded to rounded; 20-30 percent silt.
-35	ML	50		10 YR 5/4 Yellowish Brown	
					SILT: Moist, firm consistency. Trace fine-grained sand. Silt: no dry strength, rapid dilatency, medium toughness, medium plasticity.
-40	SM	80	42, 54 (6-inch)	7.5 YR 6/3 Light Brown	SILTY SAND WITH GRAVEL: Moist, weakly cemented. Medium-grained sand, with fine-grained sand, some coarse-grained sand, 10-15 percent gravel up to 20 mm; subrounded to rounded; 15-20 percent silt.
-45	SP	30		10 YR 6/4 Light Yellowish Brown	POORLY-GRADED SAND: Moist, Medium-grained sand, with coarse-grained sand, trace fine-grained sand, 5-10 percent gravel up to 10 mm; subrounded to rounded; 5-10 percent silt.
-50	SP CL	100	18, 23, 35	10 YR 5/6 Yellowish Brown	CLAYEY SAND/SANDY CLAY: Wet, hard consistency. 50 percent very fine-grained sand, 50 percent clay. Clay: high dry strength, slow dilatency, low toughness, high plasticity.
-55	CL	40	SAMPLE FOR LAB (56-56.5)	7.5 YR 4/4 Brown	LEAN CLAY: Wet, hard consistency. 80-90 percent clay, 10-20 percent medium-grained sand, trace coarse-grained sand, some fine-grained sand. Clay: high dry strength, slow dilatency, medium toughness, medium plasticity.
		100		7.5 YR 4/4 Brown	
		90			LEAN CLAY WITH SAND: Wet, hard consistency. 75-85 percent clay, 15-25 percent medium-grained sand, trace coarse-grained-sand, some fine-grained sand, less than 5 percent gravel up to 30 mm; subangular to angular. Clay: high dry strength, slow



Borehole Lithologic Log

Borehole/ Well No.:	BH-3
Client:	IEUA
Project No.:	15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-60		80			dilatency, medium toughness, medium plasticity.
-65		70			
-70		10			
-75	SP, SC	20	7.5 YR 4/4 Brown		LEAN CLAY WITH SAND: Wet, hard consistency. 75-85 percent clay, 15-25 percent medium-grained sand, trace coarse-grained sand, some fine-grained sand, less than 5 percent gravel up to 48 mm; subangular to angular. Clay: high dry strength, slow dilatency, medium toughness, medium plasticity. Trace gravel up to 30 mm.
-80		10	7.5 YR 5/8 Strong Brown		POORLY GRADED SAND WITH CLAY AND GRAVEL (Weathered Bedrock?): Wet, weakly cemented, granitic. Medium-grained sand, with coarse-grained sand, some fine-grained sand, 20 percent gravel up to 25 mm; subangular to angular; 10-15 percent clay.
-85	SP	20	7.5 YR 4/4 Brown		WELL-GRADED GRAVEL WITH SAND (Weathered Bedrock?): Wet, strongly cemented, granitic. 55-60 percent gravel up to 50 mm; subrounded to angular; 5-10 percent silt.
-90		10	7.5 YR 4/4 Brown		POORLY GRADED SAND (Weathered Bedrock?): Moist, moderately cemented, granitic. Fine-grained sand, with medium-grained sand, coarse-grained sand, 10-15 percent gravel up to 15 mm; rounded to subrounded; less than 5 percent silt.
			7.5 YR 4/4 Brown		POORLY-GRADED SAND (Weathered Bedrock?): Moist, moderately cemented, granitic. Fine-grained sand, with medium-grained and coarse-grained sand, 10-15 percent gravel up to 35 mm; rounded to subangular; less than 5 percent silt.



Borehole Lithologic Log

Borehole/ Well No.: BH-3

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-95	GP	100			
	SP	5			7.5 YR 6/2 POORLY-GRADED GRAVEL WITH SAND (Weathered Bedrock?): Moist, weakly cemented, granitic. 60-70 percent gravel up to 45 mm; subrounded to subangular; less than 5 percent silt.
				7.5 YR 4/4 Brown	POORLY-GRADED SAND WITH GRAVEL (Weathered Bedrock?): Moist, weakly cemented, granitic. Fine-grained sand, with medium-grained sand, trace coarse grained sand, 20-25 percent gravel up to 35 mm; rounded to subangular; less than 5 percent silt.
-100		10			7.5 YR 4/4 Brown 10-15 percent gravel up to 10 mm.
-105	GP	20			10 YR 8/2 Very Pale Brown POORLY GRADED GRAVEL (Bedrock?): Moist, strongly cemented, granitic. Gravel up to 70 mm, some medium-grained sand; angular; less than 5 percent silt.

Notes:

Grain size distribution and percentages are approximate based on visual inspection of samples.

Soil types classified based on Unified Soil Classification System.

Soil color based on Munsell Soil Color Charts.

"Trace" equals to 0-5 percent, "some" equals to 5-10 percent, and "with" equals to 10-15 percent.

Lithologic Log

Client: IEUA	Drilling Contractor: J & H Drilling Co., Inc.
Borehole/ Well No: BH-4	Drilling Method: Hollow Stem Auger
Project Number: 15-010-102	Borehole Diameter: 8 inches
Project: East Declez	Location of boring/ Well (State Plane, NAD 83): X: 6184347 (approximate) Y: 2321842 (approximate)
Start Date: 29-Sep-15	
Finish Date: 30-Sep-15	
Logged By: JV and BL	

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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0	SP, BM	100			POORLY GRADED SAND WITH SILT: Dry. Fine-grained sand, some medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 10 mm; subangular to subrounded; 5-10 percent silt.
-5		0			
-10	SW	50	35, 50 (6-inch)	10 YR 4/4 Dark Yellowish Brown	WELL-GRADED SAND: Dry. Medium-grained sand, with coarse-grained sand, some fine-grained sand, 5 percent gravel up to 20 mm; subrounded to subangular; less than 5 percent silt.
-15		0			
-20		5			
-25		20	41, 50 (6-inch)		

Borehole Lithologic Log

Borehole/ Well No.: BH-4

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-25	SP	60		5 Y 4/2 Dark Reddish Gray	POORLY GRADED SAND: Moist. Fine-grained sand, trace medium-grained sand, less than 5 percent gravel up to 10 mm; subrounded to rounded; less than 5 percent silt.
-30	SP, SF	25	50 (6-inch)	5 Y 4/1 Dark Gray	POORLY GRADED SAND WITH GRAVEL: Moist. Fine-grained sand, some medium-grained sand, trace coarse-grained sand, 20 percent gravel up to 35 mm; subangular to subrounded; less than 5 percent silt.
		25			
-35	SP	50		5 Y 4/4 Reddish Brown	POORLY GRADED SAND: Dry, weakly cemented. Fine-grained sand, with medium-grained sand, trace coarse-grained sand, 10 percent gravel up to 15 mm; subangular to subrounded; less than 5 percent silt. Lean clay from 35.0-35.5 feet.
-40	ML	40	41, 50 (5-inch)	7.5 YR 4/6 Strong Brown	CLAYEY SILT WITH SAND: Moist, hard consistency. 70-80 percent fines, 20-30 percent fine-grained sand, less than 5 percent gravel up to 15 mm. Silt: medium dry strength, slow dilatancy, high toughness, medium plasticity.
		80			
-50		100	19, 21, 44	7.5 YR 4/6 Strong Brown	Increase in fines from 50 to 52 feet.
		80	13, 18, 21		
		80	SAMPLE FOR LAB (52.5-53)	7.5 YR 4/6 Strong Brown	Increase in sand from 53 to 54 feet, trace gravel.
-55	SM			10 YR 4/6	SILTY SAND: Moist, weak cementation. Medium-grained sand, with fine-grained



Borehole Lithologic Log

Borehole/ Well No.: BH-4
 Client: IEUA
 Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-60	SP-SM	100			sand, some coarse-grained sand, less than 5 percent gravel up to 8 mm; subangular; 20-30 percent silt. Drilling rate slows at 59 feet.
	CL	80	10 YR 4/6		
	CL	80	10 YR 4/4		POORLY GRADED SAND WITH SILT: Moist, moderate cementation. Fine-grained sand, trace medium-grained sand; sub-rounded; less than 10 percent silt.
	SP-SM	80	7.5 YR 4/6	Strong Brown	LEAN CLAY: Moist, firm consistency. 95 percent clay, 5 percent fine-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, medium plasticity.
-65	ML	100	10 YR 5/8	Yellowish Brown	POORLY GRADED SAND WITH SILT: Moist, moderate cementation. Fine-grained sand, some medium-grained sand, trace coarse-grained sand; subangular to angular; less than 10 percent silt.
	CL	90	5 YR 4/6	Yellowish Red	SILT: Moist, hard consistency. 95 percent silt, 5 percent fine-grained sand. Silt: low dry strength, rapid dilatancy, medium toughness, high plasticity.
	CL	100			LEAN CLAY: Moist, hard consistency. Greater than 95 percent clay, less than 5 percent fine-grained sand, trace medium-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, high plasticity.
-70					
		100			
-75					
		100			
-80					
		100			
-85					
		100	5 YR 4/6	Yellowish Red	Increase in gravel from 85 to 89 feet.
-90					
		100			

Borehole Lithologic Log

Borehole/ Well No.:	BH-4
Client:	IEUA
Project No.:	15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-95	ML	100		7.5 YR 4/6 Strong Brown	SILT WITH SAND: Moist, soft consistency. 90 percent silt, 10 percent fine-grained sand, trace medium-grained sand, trace coarse-grained sand, trace gravel to 20 mm. Silt: low dry strength, rapid dilatancy, low toughness, low plasticity.
-100	CL	30		7.5 YR 5/6 Strong Brown	LEAN CLAY: Moist, soft to firm consistency. 90-95 percent clay, 5-10 percent medium-grained sand, coarse-grained sand, fine-grained sand, less than 5 percent gravel up to 10 mm. Clay: high dry strength, slow to none dilatancy, medium toughness, medium plasticity.
-105		30			
-110	ML	100		7.5 YR 4/6 Strong Brown	SANDY SILT: Moist, very soft consistency. 50-60 percent silt, 40-50 percent fine-grained sand, with medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 30 mm. Silt: low dry strength, slow dilatancy, low toughness, low plasticity.
-110	SM	40		7.5 YR 6/8 Reddish Yellow	SILTY SAND: Moist, moderate cementation. Fine-grained sand, some medium-grained sand, trace coarse-grained sand, less than 5 percent gravel to 35 mm; subrounded to subangular; 20-30 percent silt.
-115	ML	30		7.5 YR 5/6 Strong Brown	SANDY SILT: Moist, firm consistency. 60-70 percent silt, 30-40 percent fine-grained sand, some medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 25 mm. Silt: low dry strength, slow to no dilatancy, medium toughness, medium plasticity.
-120	GM ML	100		7.5 YR 5/6	SANDY SILT/SILTY SAND: Moist, firm consistency. 40 percent fine-grained sand, 40 percent silt, 20 percent gravel up to 40 mm. Silt: low dry strength, slow dilatancy, low toughness, low to medium plasticity.
-120	NR	0			No recovery
-125	ML	100		7.5 YR 5/6 Strong Brown	SILT: Moist, soft consistency. 60-70 percent silt, 30-40 percent fine-grained sand, trace medium-grained sand, less than 5 percent gravel up to 25 mm. Silt: low dry strength, slow dilatancy, low toughness, low plasticity. Lean clay from 122.0 to 122.5 feet, high toughness, high plasticity.
-125		40		7.5 YR 4/6	

Borehole Lithologic Log

Borehole/ Well No.: BH-4
 Client: IEUA
 Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-130		30		Strong Brown	SILTY SAND: Moist, soft consistency. Fine-grained sand, some medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 12 mm; subrounded to angular; 10-15 percent silt.
-135		30		7.5 YR 5/6 Strong Brown	POORLY GRADED SAND WITH SILT: Moist, strongly cemented. Fine-grained sand, with medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 50 mm; subrounded to angular; 10-15 percent silt.
-140		30		7.5 YR 4/6 Strong Brown	POORLY GRADED SAND WITH SILT: Moist, soft and weakly cemented. Fine-grained sand, with medium-grained sand, trace coarse-grained sand, 5-10 percent gravel up to 40 mm; subrounded to angular; 5-10 percent silt.
-145		100		7.5 YR 5/6 Strong Brown	SANDY SILT WITH GRAVEL: Moist, soft consistency. 50-60 percent silt, 25-30 percent fine-grained sand, with medium-grained sand, trace coarse-grained sand, 15-20 percent gravel up to 55 mm. Silt: Low dry strength, rapid dilatancy, medium toughness, low plasticity.
		100		7.5 YR 4/6 Strong Brown	LEAN CLAY WITH SAND: Moist, soft consistency. 50-60 percent clay, 25-30 percent sand, 5-10 percent gravel up to 12 mm; subrounded to angular. Clay: high dry strength, slow dilatancy, medium toughness, high plasticity.
		100		7.5 YR 4/4 Brown	SILTY SAND WITH GRAVEL (Bedrock?): Moist, weakly cemented. Coarse-grained sand, with medium-grained sand, trace-fine grained sand, 30-40 percent gravel up to 50 mm; angular to subrounded; 40-50 percent silt. Very slow drilling.

Notes:

- Grain size distribution and percentages are approximate based on visual inspection of samples.
- Soil types classified based on Unified Soil Classification System.
- Soil color based on Munsell Soil Color Charts.
- "Trace" equals to 0-5 percent, "some" equals to 5-10 percent, and "with" equals to 10-15 percent.

Lithologic Log

Client: IEUA	Drilling Contractor: J & H Drilling Co., Inc.
Borehole/ Well No: BH-5	Drilling Method: Hollow Stem Auger
Project Number: 15-010-102	Borehole Diameter: 8 inches
Project: East Declaz	Location of boring/ Well (State Plane, NAD 83): X: 6184380 (approximate) Y: 2321712 (approximate)
Start Date: 2-Oct-15	
Finish Date: 5-Oct-15	
Logged By: JB	

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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0	SP	100		7.5 YR 6/4 Light Brown	POORLY GRADED SAND: Dry. Fine-grained sand, with medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 10 mm; subrounded to subangular; 5-10 percent silt.
-5	SP-SM	10		7.5 YR 6/4 Light Brown	POORLY GRADED SAND WITH SILT: Dry. Fine-grained sand, with medium-grained sand, 5-10 percent gravel up to 30 mm; subrounded to rounded; 10-15 percent silt.
-10	SW-SM	90	26, 50 (6-inch)	7.5 YR 6/3 Light Brown	WELL-GRADED SAND WITH SILT: Dry. Medium-grained sand, with fine-grained sand, some coarse-grained sand, 5-10 percent gravel up to 50 mm; subrounded to rounded; 10-15 percent silt.
-15		90			
-20		10			
-25	SW-SM	30	40, 50 (6-inch)	7.5 YR 7/1 Light Gray	WELL-GRADED SAND WITH SILT: Dry. Medium-grained sand, with fine and coarse-grained sand, 15-20 percent gravel up to 40 mm; subrounded to rounded; 10-15 percent silt.

Borehole Lithologic Log

Borehole/ Well No.: BH-5
 Client: IEUA
 Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-25	SP-SM	30		7.5 YR 6/1 Gray	POORLY GRADED SAND WITH SILT: Dry. Fine-grained sand; subrounded to rounded; 10-15 percent silt.
-30	CL	90	20, 22, 40	7.5 YR 4/6 Strong Brown	LEAN CLAY WITH SAND: Dry, hard consistency. 80 percent clay, 15-20 percent fine-grained sand, with medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 20 mm; subrounded to rounded. Clay: high dry strength, slow dilatancy, medium toughness, low plasticity.
		90			
-35		90			
-40		90	29, 50 (6-inch)	7.5 YR 4/4 Brown	LEAN CLAY: Dry, hard consistency. 90-95 percent clay, 5-10 percent medium-grained sand, with fine-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, low plasticity.
-45		90			
-50		90	20, 29 (6-inch)	7.5 YR 5/6 Strong Brown	LEAN CLAY: Dry, firm consistency. 90-95 percent clay, 5-10 percent medium-grained sand, with fine-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, low plasticity.
-55		100		7.5 YR 5/6	LEAN CLAY: Moist, hard consistency. 90-95 percent clay, 5-10 percent medium-grained sand, with fine-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, low plasticity.
		40		7.5 YR 4/6 Strong Brown	LEAN CLAY: Moist, hard consistency. 90-95 percent clay, 5-10 percent medium-grained sand, with fine-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, low plasticity.



Borehole Lithologic Log

Borehole/ Well No.: BH-5

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-60	CL	60		5 YR 4/6 Yellowish Brown	Trace gravel up to 10 mm.	
-65		10		7.5 YR 5/6 Strong Brown	SANDY LEAN CLAY: Moist, very soft consistency. 70-80 percent clay, 10-15 percent medium-grained sand, with coarse-grained sand, some fine-grained sand, 10-15 percent gravel up to 50 mm; subrounded to rounded. Clay: medium dry strength, slow dilatancy, medium toughness, medium plasticity.	
-70		100	25, 50 (4-inch)		Lined sample collected.	
-75		40	35, 50 (6-inch) SAMPLE FOR LAB (76-76.5)	7.5 YR 4/6 Strong Brown	LEAN CLAY: Moist, hard consistency. 90-95 percent clay, 5-10 percent medium-grained sand, trace coarse-grained sand. Clay: high dry strength, slow dilatancy, medium toughness, medium plasticity.	
		100		7.5 YR 5/6 Strong Brown	SANDY LEAN CLAY WITH GRAVEL: Moist, very soft consistency. 50-60 percent clay, 30-35 percent medium-grained sand, with coarse-grained sand, with fine-grained sand, 20-25 percent gravel up to 40 mm; subangular to angular. Clay: medium dry strength, slow dilatancy, medium toughness, low plasticity.	
		100				
		10		7.5 YR 4/6 Strong Brown	LEAN CLAY: Moist, very soft consistency. 90 percent clay, 5-10 percent fine-grained sand, less than 5 percent gravel up to 5 mm; subangular to angular. Clay: high dry strength, slow dilatancy, medium toughness, medium plasticity.	
		10				
-85		10				
-90		100		5 YR 4/6	SANDY LEAN CLAY WITH GRAVEL: Wet, hard consistency. 50-60 percent clay, 30-35 percent medium-grained sand, with coarse-grained sand, with fine-grained sand, 20-25 percent gravel up to 70 mm, subangular to angular. Clay: High dry strength, slow dilatancy, medium toughness, medium plasticity.	
		50		5 YR 3/4 Dark Reddish Brown		



Borehole Lithologic Log

Borehole/ Well No.: BH-5

Client: IEUA


Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
-95	ML	50	5 YR 4/6	Yellowish Brown	SANDY LEAN CLAY: Wet, very soft consistency. 50-60 percent clay, 30-45 percent medium-grained sand, with fine-grained sand, with coarse-grained sand, 5-10 percent gravel up to 60 mm; subangular to angular. Clay: high dry strength, slow dilatancy, medium toughness, medium plasticity.
-100	CL	10	7.5 YR 5/6	Strong Brown	SILT WITH SAND: Moist, very soft consistency. 80 percent silt, 15-20 percent medium-grained sand, with fine-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 50 mm; subangular to angular. Silt: medium dry strength, rapid dilatancy, low toughness, low plasticity.
-105	SM	100	7.5 YR 6/6		LEAN CLAY WITH SAND: Moist, very soft consistency. 75-80 percent clay, 20-25 percent fine-to medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 30 mm; subangular to angular. Clay: high dry strength, slow dilatancy, medium toughness, high plasticity.
-110	ST	10	5 YR 3/3	Dark Reddish Brown	SILTY SAND WITH GRAVEL: Moist, weakly cemented. Fine-grained sand, with medium-grained sand, with coarse grained sand, 15-20 percent gravel up to 40 mm; subangular to angular; 35-50 percent silt.
-115	ML	60	5 YR 3/4		SILTY SAND: Moist, moderately cemented. Medium-grained sand, with fine-grained sand, some coarse-grained sand, less than 5 percent gravel up to 60 mm; subangular to angular; 20-30 percent silt.
-120		0	5 YR 4/4	Reddish Brown	SANDY SILT: Moist, very soft. 60-70 percent silt, 30-40 percent fine-grained sand, less than 5 percent gravel up to 20 mm; subangular to angular. Silt: low dry strength, rapid dilatancy, low toughness, low plasticity.
-125			5 YR 4/6	Yellowish Brown	SILTY SAND WITH GRAVEL: Moist, no cementation. Fine-grained sand, some coarse-grained sand, 10-20 percent gravel up to 70 mm, 30-40 percent silt; subangular to angular; 30-40 percent silt.
					SANDY SILT: Moist, very soft. 70-80 percent silt, 20-30 percent fine-grained sand, with medium-grained sand, trace-coarse grained sand, less than 5 percent gravel up to 45 mm; angular. Silt: low dry strength, rapid dilatancy, low toughness, low plasticity.
					No Recovery



Borehole Lithologic Log

Borehole/ Well No.: BH-5
 Client: IEUA
 Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
-130				10 YR 6/4 Light Yellowish Brown	CLAYEY SAND: Moist, moderately cemented, granitic. Fine-grained sand, with medium-grained sand, trace coarse-grained sand, less than 5 percent gravel up to 50 mm; angular; 30-40 percent silt. Mica plates up to 3 mm.

Notes:

Grain size distribution and percentages are approximate based on visual inspection of samples.
 Soil types classified based on Unified Soil Classification System.
 Soil color based on Munsell Soil Color Charts.
 "Trace" equals to 0-5 percent, "some" equals to 5-10 percent, and "with" equals to 10-15 percent.

Lithologic Log

Client:	IEUA	Drilling Contractor:	J & H Drilling Co., Inc.
Borehole/ Well No:	BH-6	Drilling Method:	Hollow Stem Auger
Project Number:	15-010-102	Borehole Diameter:	8 inches
Project:	East Declez	Location of boring/ Well (State Plane, NAD 83): X: 6184834 (approximate) Y: 2321636 (approximate)	
Start Date:	28-Sep-15		
Finish Date:	28-Sep-15		
Logged By:	JV & BL		

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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0	SP	100		2.5 Y 4/4 Olive Brown	SAND: Dry. Fine-grained sand, trace medium-grained sand, trace coarse-grained sand; subrounded to rounded; less than 10 percent silt.	
-5		10				
-10	ML	70	48, 50 (6-inch)	10 YR 3/3 Dark Brown	SILT: Dry to moist, hard consistency. Less than 10 percent fine-grained sand.	
-15		30				
-20	SM	80		10 YR 5/4 Yellowish Brown	SILTY SAND: Dry, moderate to strongly cemented. Fine-grained sand, trace medium-grained sand, trace gravel up to 25 mm; subrounded to rounded; 10-20 percent silt.	
-22		10	50 (3-inch)			
-25		30				



Borehole Lithologic Log

Borehole/ Well No.: BH-6
 Client: IEUA
 Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
-25	CL	100	10 YR 6/4		LEAN CLAY WITH SAND: Moist, very hard consistency. Less than 20 percent fine-grained sand, trace medium-grained sand.
	SM	50	7.5 YR 5/6 Strong Brown		
-30			37, 50 (4-Inch)		
-35		0			No recovery
-40	GM	100	7.5 YR 4/6		SILTY GRAVEL WITH SAND: Dry, weakly cemented. 60 percent gravel up to 50 mm, 20-30 percent fine-grained sand; subangular to angular; 10-20 percent silt.
	SM	90	7.5 YR 4/4 Brown		
-45					SILTY SAND: Dry, moderately cemented. Fine-grained sand, some medium-grained sand; subangular to subrounded; 10-20 percent silt.

Notes:

- Grain size distribution and percentages are approximate based on visual inspection of samples.
- Soil types classified based on Unified Soil Classification System.
- Soil color based on Munsell Soil Color Charts.
- "Trace" equals to 0-5 percent, "some" equals to 5-10 percent, and "with" equals to 10-15 percent.

Lithologic Log

Client: IEUA	Drilling Contractor: J & H Drilling Co., Inc.
Borehole/ Well No: BH-7	Drilling Method: Hollow Stem Auger
Project Number: 15-010-102	Borehole Diameter: 8 inches
Project: East Declez	Location of boring/ Well (State Plane, NAD 83): X: 6184044 (approximate) Y: 2321631 (approximate)
Start Date: 9-Oct-15	
Finish Date: 9-Oct-15	
Logged By: BL	

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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0		100		10 YR 2/2 Very Dark Brown	POORLY-GRADED SAND: Dry. Fine-grained sand, some medium-grained sand, less than 5 percent gravel up to 20 mm; subangular to subrounded; 5-10 percent silt.
-5		0			
-10	BW/GW	70	12, 18, 27	7.5 YR 4/1 Dark Gray	POORLY-GRADED SAND WITH GRAVEL: Dry. Medium-grained sand, with coarse-grained sand, some fine-grained sand, 40-50 percent gravel up to 20 mm; angular to subangular; less than 5 percent silt.
-15		0			
-20		20		7.5 YR 4/1 Dark Gray	Fine sand at 16 feet and 19 feet.
-25		30	38, 50.5 (5-Inch)	7.5 YR 4/1 Dark Gray	Gravel to 50 mm at 24 feet.
-25		5			

Borehole Lithologic Log

Borehole/ Well No.: BH-7

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-25	SP	10		5Y 4/1 Dark Gray	POORLY-GRADED SAND: Moist. Fine-grained sand, trace medium-grained sand, trace gravel to 35 mm; subrounded to subangular; less than 5 percent silt.
-30		80	12, 13, 14	5Y 4/1 Dark Gray	Gravel to 45 mm at 34 feet. Rig chatter at 38 feet.
-35		30			
-35		40			
-40	CL	90	15, 25, 50	7.5 YR 4/4 Brown	LEAN CLAY: Dry to moist, firm consistency. 90 percent clay, 10 percent fine-grained sand, trace medium-grained sand, less than 5 percent gravel up to 25 mm; subrounded to rounded. Clay: very high dry strength, slow dilatancy, medium toughness, medium plasticity. Gravel up to 50 mm at 42 feet.
-45		100			
-45	ML	50		7.5 YR 5/6 Strong Brown	SILT: Dry to moist, hard consistency. 90 percent silt, 10 percent fine-grained sand, trace medium-grained sand, less than 5 percent gravel up to 30 mm. Silt: High dry strength, slow dilatancy, low toughness, low plasticity. Increase in gravel 49-50 feet.
-50		5	22, 29, 34	7.5 YR 5/6 Strong Brown	Driller reports "tight" drilling at 53 feet. Gravel up to 40 mm at 54 feet.
-55		70			
-55		70			



Borehole Lithologic Log

Borehole/ Well No.: BH-7

Client: IEUA

Project No.: 15-010-102

Depth	Graphic Log	Sample Recovery (Percent)	Blow Counts	Color	Sample Description
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-60		30		7.5 YR 4/6 Strong Brown	GRAVELY SILT: 70-80 percent silt, 10 percent fine-grained sand, 20-30 percent gravel up to 50 mm; subangular to subrounded. Silt: low dry strength, rapid dilatancy, low toughness, low plasticity. Slow drilling 60 to 64 feet. Very slow drilling at 64 feet.
-65		30		7.5 YR 4/6 Strong Brown	
-70		30		7.5 YR 4/6 Strong Brown	Gravel at 74 feet. Very slow drilling from 70 to 87 feet.
-75		30		7.5 YR 5/6 Strong Brown	WELL GRADED SAND WITH GRAVEL: Moist, weakly cemented. Fine-grained and medium-grained sand, with coarse-grained sand, 20-30 percent gravel up to 35 mm; angular to subangular; 10 percent silt. Increase of gravel at 79 feet.
-80		30		7.5 YR 4/4 Brown	SILT WITH SAND: Moist, soft consistency. 80-90 percent silt, 10-20 percent fine-grained sand with medium-grained sand, trace gravel up to 25 mm; angular to subangular. Silt: low dry strength, slow dilatancy, low toughness, low plasticity.
-85		100		7.5 YR 4/6 Strong Brown	SANDY LEAN CLAY: Moist, soft consistency. 60-70 percent clay, 30-40 percent fine-grained sand, medium-grained sand, coarse-grained sand, trace gravel up to 40 mm; subangular to angular. Clay: Very high dry strength, no dilatancy, medium toughness, medium plasticity.

Notes:

Grain size distribution and percentages are approximate based on visual inspection of samples.

Soil types classified based on Unified Soil Classification System.

Soil color based on Munsell Soil Color Charts.

"Trace" equals to 0-5 percent, "some" equals to 5-10 percent, and "with" equals to 10-15 percent.

Appendix E

Wildermuth Environmental - Assessment of Additional Alternatives for Potential Storm Water Recharge Project East of Declez Basin





January 28, 2016

Chino Basin Watermaster
Attn: Peter Kavounas, General Manager
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

Subject: Assessment of Additional Alternatives for Potential Storm Water Recharge Project East of Declez Basin

Dear Mr. Kavounas:

On December 16, 2015, Watermaster met with staff from WEI, IEUA, and Thomas Harder & Company (THC) to discuss additional alternative project designs for the potential East Declez Basin (EDB) recharge project. As a result of this meeting, Watermaster directed WEI to quantify storm water yields and cost opinions for four new project alternatives consistent with the methods used in the 2013 Amendment to the 2010 Recharge Master Plan Update (2013 RMPU). Descriptions of the alternatives, potential new recharge, and reconnaissance-level cost opinions are provided below.

Description of Alternatives

Two new basin design concepts were developed: 1) a basin with a roughly 11-acre footprint that is graded as an expansion of cell 1 of the existing Declez Basin at the same bottom elevation as the existing cell 1, and 2) a basin with roughly the same footprint as basin 1, but only eight feet deep as a separate basin adjacent to Declez. The infiltration rate for the new portion of the expanded Declez Basin cell 1 was assumed to be zero.

Two stormwater management concepts were developed for each new basin concept, yielding four alternatives for evaluation. They are referred to herein as Alternatives 1a, 1b, 2a, and 2b and are described below. Figure 1 depicts the layouts of alternatives 1a and 1b, and Figure 2 depicts the layouts of alternatives 2a and 2b.

- **Alternative 1a** – This alternative includes the expanded Declez Basin cell 1 without any new diversion works.
- **Alternative 1b** – This alternative is identical to alternative 1a, except that a rubber dam would be constructed in San Sevaine Channel to increase the amount of stormwater that can be diverted into Jurupa Basin. The pump station in Jurupa Basin would be expanded from 40 to 70 cfs to convey up to 30 cfs to the Declez Channel via a connection to an existing 72-inch storm drain that discharges to the Declez Channel near the southerly crossing with Cherry Avenue.
- **Alternative 2a** – This alternative uses the shallow and separate basin design. It involves the construction of a rubber dam diversion in the Declez Channel about 400' upstream of the

southerly crossing with Cherry Avenue to divert up to 30 cfs of storm water to the EDB. Storm water will be conveyed in a 42-inch pipe constructed in the channel access road parallel to the existing channel alignment and then due east along the north side of Declez Basin and then discharge to the EDB. This project would reduce the inflow and recharge into the Declez Basin.

- Alternative 2b – This alternative is identical to alternative 2a, except it includes the rubber dam in San Sevaine Channel and increased pump size in Jurupa describes in alternative 1b.

WEI performed a hydrologic analysis to estimate the net new stormwater yield of the four project alternatives with the same methodology used in the 2013 RMPU. Then, a hydraulic analysis was performed to design the necessary diversion and water conveyance structures for each alternative, and it was determined that there was no feasible hydraulic design to divert water from Declez Channel into the shallow EDB design. Therefore, alternatives 2a and 2b were determined infeasible.

New Recharge and Cost Opinion

The following table shows the results of our modeling and cost opinions.

Alternative	Net New Recharge (acre-ft/yr)	Annual Unit Cost (\$/acre-ft)	Annual Unit Cost with 90% Excavation Cost Reduction (\$/acre-ft)
1a	144	\$11,152	\$5,099
1b	414	\$4,527	\$2,420

Reconnaissance-level (Level-Five) cost opinions were developed for alternatives 1a and 1b and are included in Tables 1 and 2, respectively. In these cost opinions it was assumed that the land acquisition cost would cover the entire 85 acres considered for purchase by JCSD. These cost opinions assume that the cost to improve the Jurupa Basin inlet (other than the rubber dam in alternative 1b) is included as part of the 2013 RMPU 23a project. The net new recharge is calculated based on the recharge additional to what is already realized in the 2013 RMPU projects at RP3 and Declez Basins.

We appreciate the opportunity to serve the Chino Basin Watermaster on this important and timely project.

Wildermuth Environmental, Inc.



Garrett Rapp, EIT
Staff Engineer



Mark J. Wildermuth, PE
President and Principal Engineer

Encl.: Tables 1 and 2, and Figures 1 and 2.

Table 1
Cost Opinion for the East Declez Basin - Alternative 1a

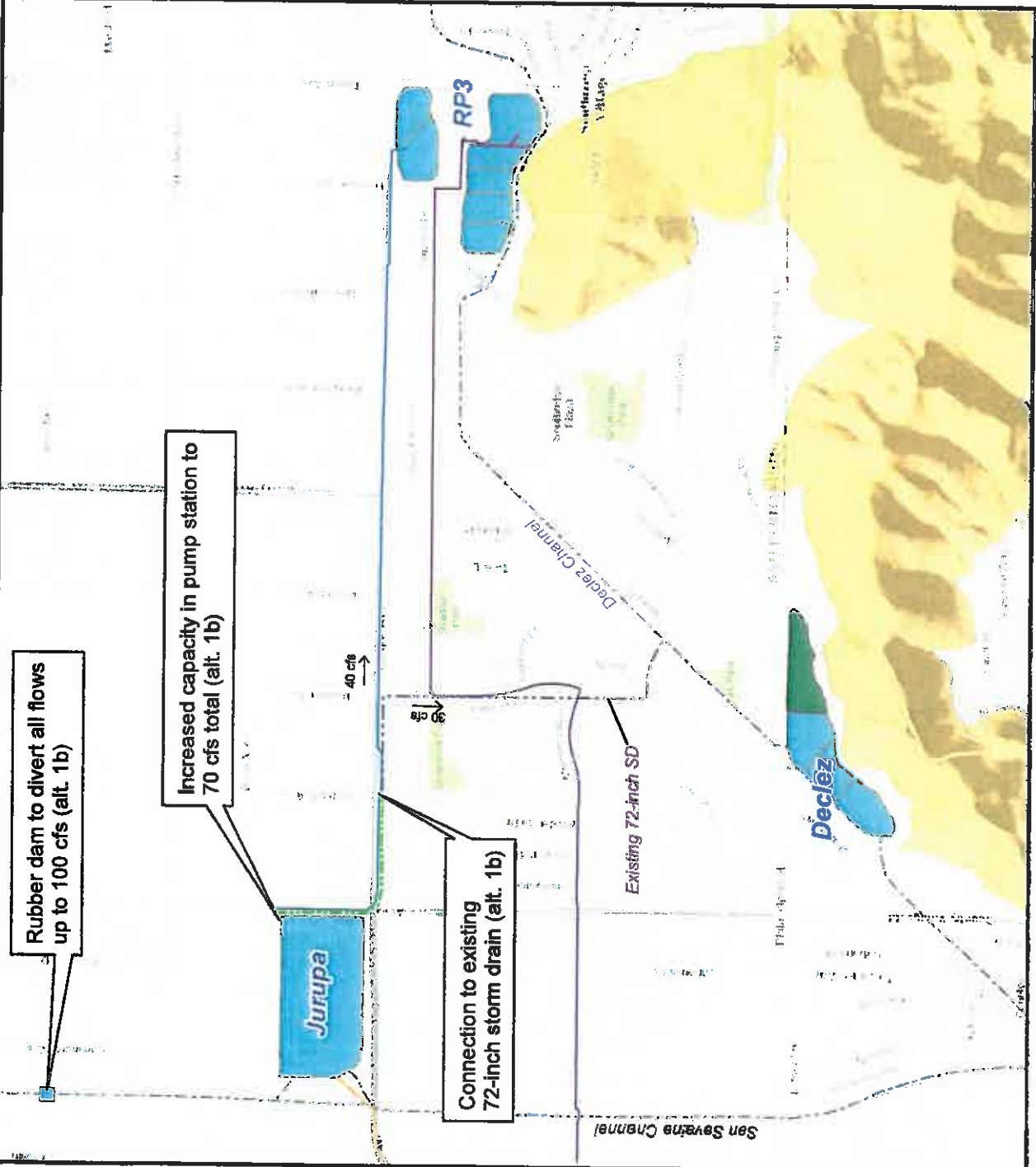
Description	Quantity	Unit	Unit Cost	Total Cost	Total Cost ¹
Direct Construction Costs					
1 <u>Mobilization @ 5% Other Direct Construction Cost</u>	1	Job	Lump Sum	\$745,000	\$745,000
2 <u>Spreading Basin Excavation</u>					
Excavate & Haul Offsite	820,000	Cu. Yds.	\$18.17	\$14,899,400	\$1,489,940
3 <u>Land Acquisition Cost</u>					
Land Costs	85	\$/acre	\$35,300	\$3,000,500	\$3,000,500
Subtotal Direct Construction				\$18,640,000	\$5,240,000
Contingency > \$2 million@ 10%				<u>\$1,864,000</u>	<u>\$1,864,000</u>
Construction Management > \$2 million@ 10%				<u>\$1,864,000</u>	<u>\$1,864,000</u>
Total Construction				\$22,368,000	\$8,968,000
Engineering and Administration Costs					
Engineering and Admin > \$2 million@ 10%				<u>\$2,237,000</u>	<u>\$2,237,000</u>
Total Engineering and Administration				\$2,237,000	\$2,237,000
Total Estimated Cost				\$24,605,000	\$11,205,000
Total Estimated Cost - Rounded				\$24,610,000	\$11,210,000
Annual Cost - 30 Years @ 5% Interest				\$1,600,600	\$728,900
CBWMs Share of Annual Project Cost				\$1,600,600	\$728,900
<u>Annual Operations and Maintenance</u>	144	AF	\$37	\$5,328	\$5,328
Total Operational Costs				\$5,328	\$5,328
Total Annual Cost				\$1,605,928	\$734,228
Total Annual Unit Cost				\$11,152	\$5,099

¹ The capital cost shown assumes that the project's excavation costs would be reduced by 90%. The material excavated could be used for another construction site or leased to a mining operator.

Table 2
Cost Opinion for the East Declez Basin - Alternative 1b

Description	Quantity	Unit	Unit Cost	Total Cost	Total Cost ¹
Direct Construction Costs					
1 <u>Mobilization @ 5% Other Direct Construction Cost</u>	1	Job	Lump Sum	\$885,000	\$885,000
2 <u>Spreading Basin Excavation</u>					
Excavate & Haul Offsite	820,000	Cu. Yds.	\$18.17	\$14,899,400	\$1,489,940
3 <u>Land Acquisition Cost</u>					
Land Costs	85	\$/acre	\$35,300	\$3,000,500	\$3,000,500
4 <u>Rubber Dam for San Sevaine Channel Diversion to Jurupa</u>					
Rubber Dam Capturing up to 100 cfs	1	Job	\$100,000	\$100,000	\$100,000
5 <u>Pump expansion to 70 cfs</u>					
30 cfs pump capacity increase	300	\$/HP	\$5,000	\$1,500,000	\$1,500,000
6 <u>Conveyance to Declez Channel</u>					
36" Diameter CMLC to existing storm drain	2,800	Lin. Ft.	\$429	\$1,201,200	\$1,201,200
Subtotal Direct Construction				\$21,590,000	\$8,180,000
Contingency > \$2 million@ 10%				<u>\$2,159,000</u>	<u>\$2,159,000</u>
Construction Management > \$2 million@ 10%				<u>\$2,159,000</u>	<u>\$2,159,000</u>
Total Construction				\$25,908,000	\$12,498,000
Engineering and Administration Costs					
Engineering and Admin > \$2 million@ 10%				<u>\$2,591,000</u>	<u>\$2,591,000</u>
Total Engineering and Administration				\$2,591,000	\$2,591,000
Total Estimated Cost				\$28,499,000	\$15,089,000
Total Estimated Cost - Rounded				\$28,500,000	\$15,090,000
Annual Cost - 30 Years @ 5% Interest				\$1,853,900	\$981,600
CBWMs Share of Annual Project Cost				\$1,853,900	\$981,600
<u>Annual Operations and Maintenance</u>	414	AF	\$37	\$15,318	\$15,318
<u>Annual Energy Cost</u>	32,000	KW-hr	\$0.15	\$4,800	\$4,800
Total Operational Costs				\$20,118	\$20,118
Total Annual Cost				\$1,874,018	\$1,001,718
Total Annual Unit Cost				\$4,527	\$2,420

¹The capital cost shown assumes that the project's excavation costs would be reduced by 90%. The material excavated could be used for another construction site or leased to a mining operator.

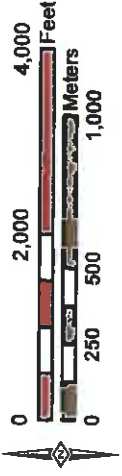
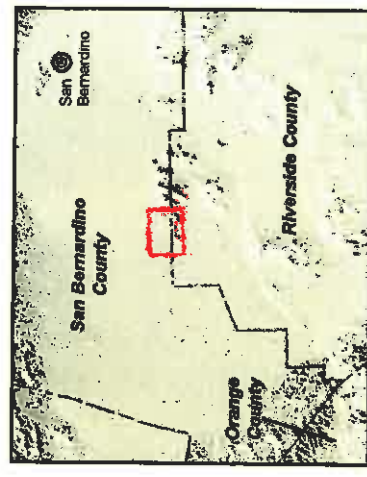


Piping Infrastructure

- Jurupa Force Main
- Wineville Recycled Water Pipeline
- Proposed Pipeline from Wineville Basin (PID 23a)
- - - 36" Pipeline from Jurupa Basin to Existing Storm Drain (alt. 1b)

Basins

- Existing
- Proposed Declez Basin Cell 1 Extension

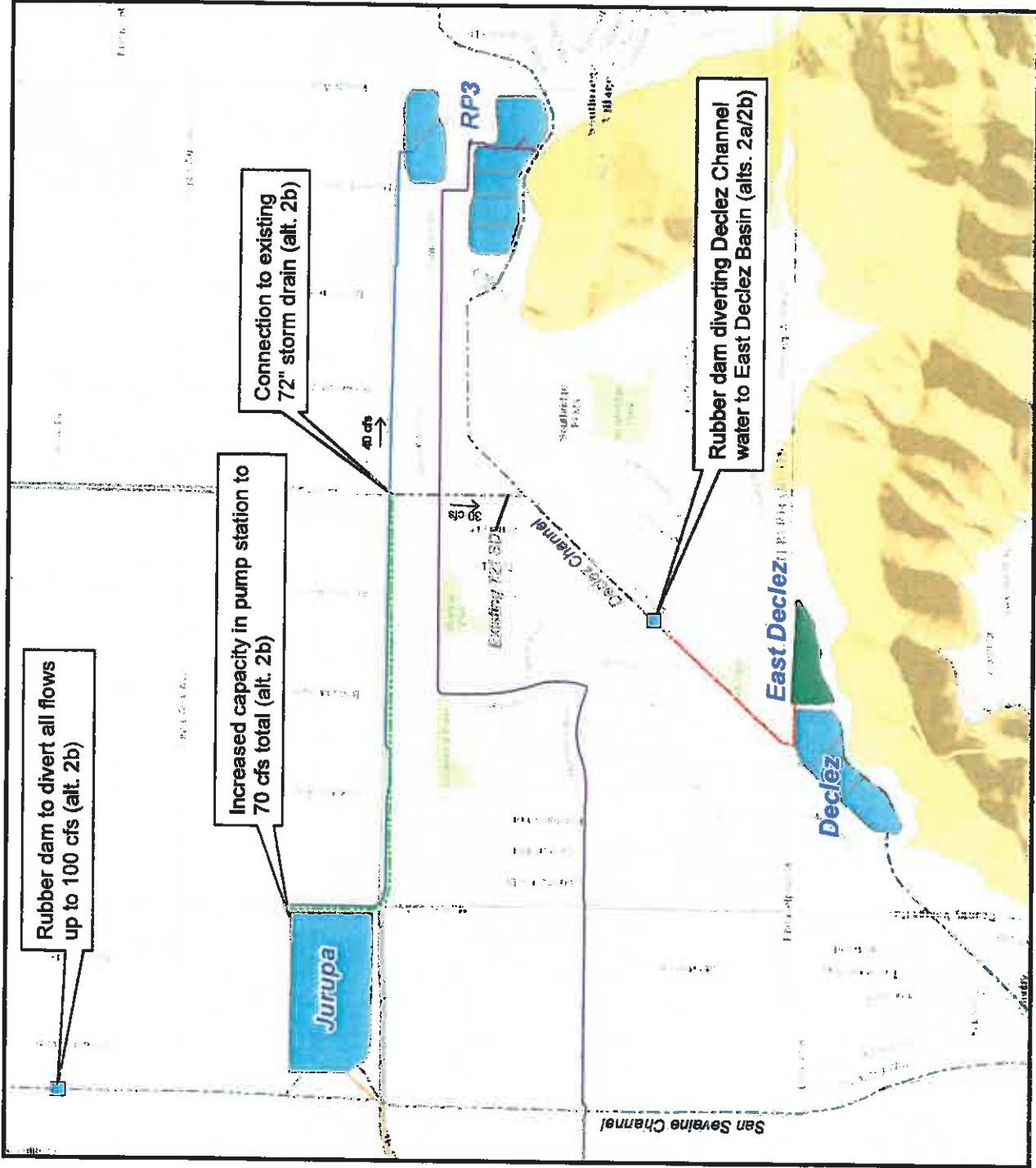


Produced by: **OWE**
WATER & POWER CONSULTANTS, INC.
 Author: GAR
 Date: 1/28/2016
 Name: EDeclez_2016_alt_1

**East Declez Basin
 New Project Alternatives 1a/1b**

Figure 1

Implementation of 2013 Amendment to the 2010 RMPU



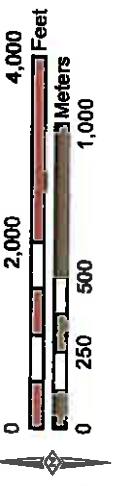
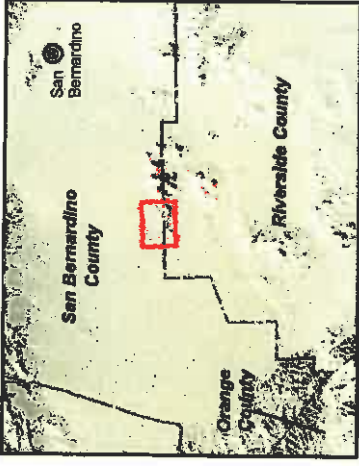
Planned Rubber Dams for the East Declez Basin Project

Piping Infrastructure

- Jurupa Force Main
- Wineville Recycled Water Pipeline
- Proposed Pipeline from Wineville Basin (PID 23a)
- 42" Diversion Pipeline to the East Declez Basin
- 36" Pipeline from Jurupa Basin to Existing Storm Drain (alt. 2b)

Basins

- Existing
- Proposed East Declez Basin



Author: GAR
 Date: 1/28/2016
 Name: EDeclez_2016_alt_2



Produced by:

**East Declez Basin
 New Project Alternatives 2a/2b**

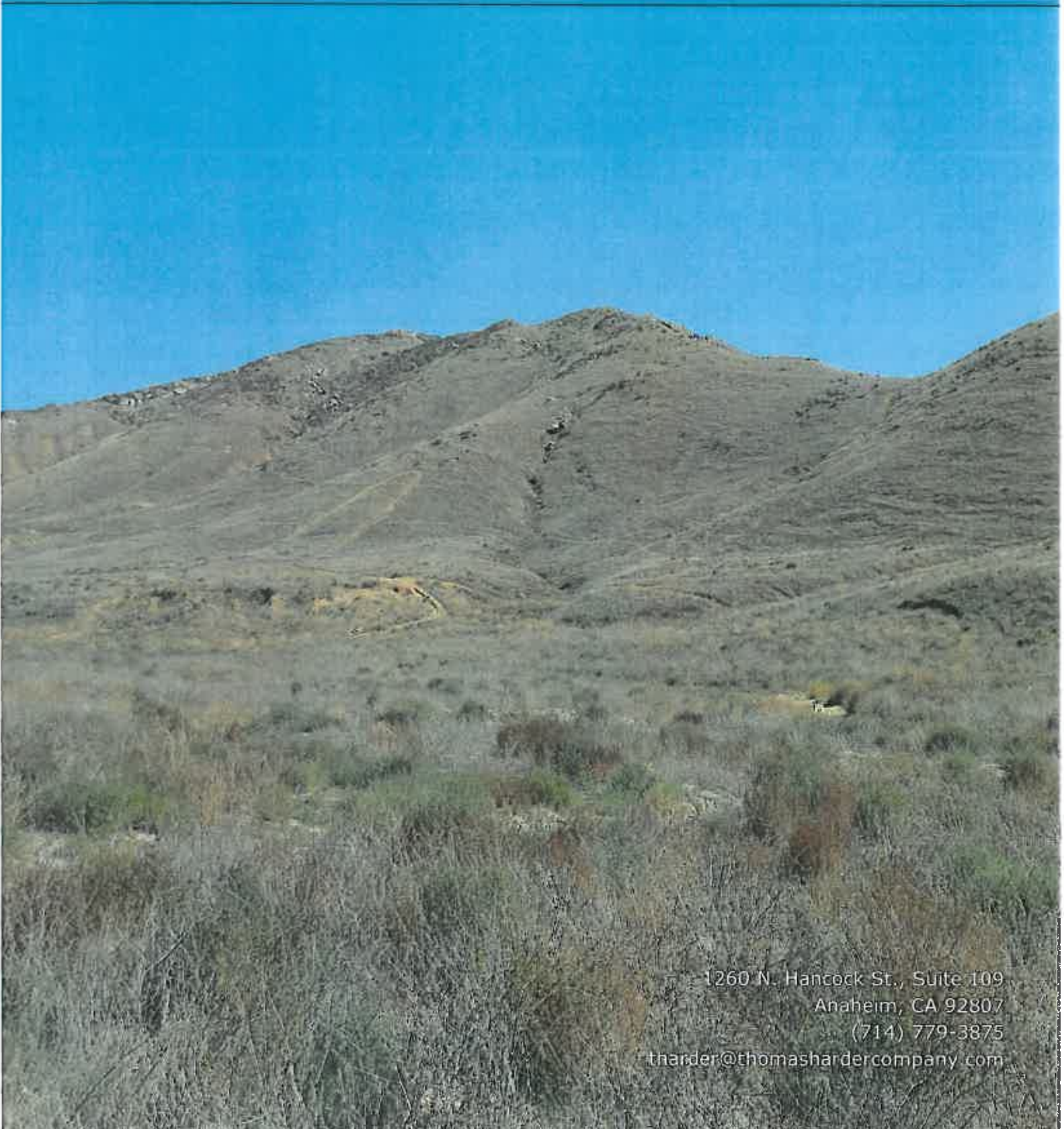
Implementation of 2013 Amendment to the 2010 RMPU

Figure 2

Thomas Harder & Co.
Groundwater Consulting



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT



1260 N. Hancock St., Suite 109
Anaheim, CA 92807
(714) 779-3875
tharder@thomashardercompany.com


**ACTION
ITEM**


21


Date: April 20, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (04/13/16)
Finance, Legal, and Administration Committee (04/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Shaun J. Stone 
Manager of Engineering

Subject: Groundwater Recharge/Recycled Water SCADA System Upgrades
Construction Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the construction contract for the Groundwater Recharge and Recycled Water Supervisory Control and Data Acquisition (SCADA) System Upgrades, Project No. EN14047, to Trimax Systems, Inc. for \$250,989; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

On May 2010, Inland Empire Utilities Agency (IEUA) completed the Recycled Water SCADA Master Plan which developed a capital plan to sustain a modern recycled water and groundwater recharge SCADA system by aligning recommended improvements and expansions with planned growth. The Agency's existing SCADA system consists of hardware and software components which control and gather real-time data from twenty four (24) remote recycled water and groundwater recharge facilities. Following the 2010 Recycled Water SCADA Master Plan, this project was created to implement the following system upgrades and improvements:

- Standardize the graphic screen navigation throughout the recycled water and groundwater recharge facilities

GWR/RW SCADA System Upgrades Construction Contract Award

April 20, 2016

Page 2 of 3

- Replace aging programmable logic controllers with new standardized programs at five rubber dams located at groundwater recharge basins
- Replace the outdated operator interface screens at the rubber dams with new Panelview screens

Standardizing the control interface appearance and programming structure will allow a more efficient and effective system for future upgrades of other recycled water and groundwater recharge sites.

On January 14, 2016, a request for bids was advertised to IEUA's list of pre-qualified contractors. On March 17, 2016, following bids were received:

Bidder's Name	Price
Trimax Systems, Inc.	\$250,989
Tesco Controls, Inc.	\$285,000
Southern Contracting Company Inc.	\$389,900
Engineer's Estimate	\$399,000

Trimax Systems, Inc. is the lowest responsive and responsible bidder with a bid of \$250,989. IEUA staff and its engineering consultant evaluated Trimax's bid for completeness and contacted Trimax; who confirmed that their final bid price met all contract requirements and specifications. Trimax's past construction experience with the Agency include the development of IEUA's GWR SCADA system during the Chino Basin Facilities Improvement Project in 2005. They have also provided similar work at IERCF and RP-4.

The following is the project cost:

Description	Estimated Cost
Design	\$196,812
Construction	\$250,989
Construction Management	\$108,688
Construction Contingency (~15%)	\$54,000
Total Projected Cost	\$610,490
IEUA Approved Budget	\$932,000

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	April 2016
Construction Completion	January 2017

GWR/RW SCADA System Upgrades Construction Contract Award

April 20, 2016

Page 3 of 3

The efforts in upgrading the GWR/RW SCADA system are consistent with the IEUA business goal of *Water Reliability* by promoting a reliable and efficient groundwater recharge system.

PRIOR BOARD ACTION

On February 19, 2014, the Board of Directors approved the design services contract with MSO Technologies, Inc., for the Recycled Water and Groundwater Recharge SCADA System Upgrades, Project No. EN14047, for the not-to-exceed amount of \$129,620.

On August 28, 2014, the Board of Directors approved the IEUA/Watermaster Cost Sharing Agreement (Task Order No. 4) for the GWR SCADA Upgrades Project.

IMPACT ON BUDGET

The contract award for the Groundwater Recharge and Recycled Water SCADA System Upgrades, Project No. EN14047, in the amount of \$250,989 is within the total project budget of \$932,000 in the Recycled Water Capital (WC) Fund. Watermaster is fiscally responsible to reimburse IEUA for 50-percent of total project cost less any grants. The project received a \$150,000 state grant from the Santa Ana Watershed Project Authority/Department of Water Resources and a low interest 30-year loan from the Clean Water State Revolving Fund through the State Water Resources Control Board.

PJG:CB:SS:ji

Groundwater Recharge & Recycled Water SCADA Upgrades Construction Contract Award

Project No. EN14047

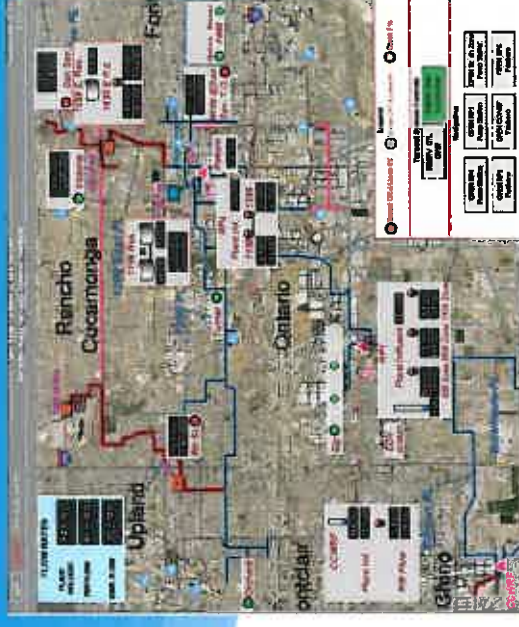
April 2016



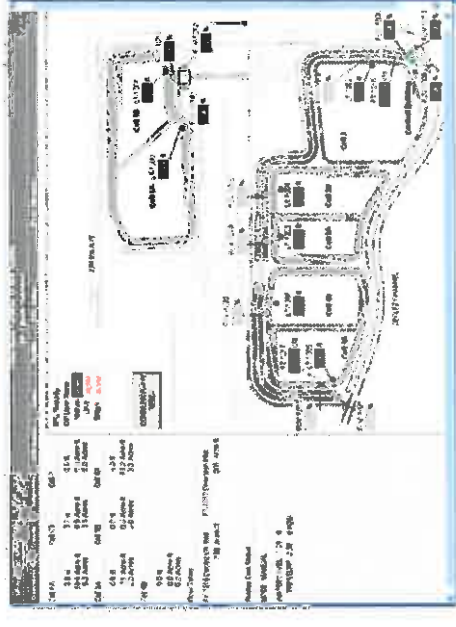
John Ignacio, P.E.
Senior Engineer

Project Background

- Implements improvements Supervisory Control and Data Acquisition (SCADA) Master Plan
- 24 remote recycled water and groundwater recharge sites
- 50% cost shared with the Chino Basin Watermaster
- Received a \$139,650 grant from SAWPA/DWR
- 30 year 1% SRF loan
- IEUA and Watermaster partnership



GWR Overview Screen



RP-3 Basin Overview Screen

Project Scope

Project Scope of Work:

- Replace aged PLC at rubber dam basins
- Upgrade operator screen interface screen
- Upgrade graphic screen navigation platform
- Improve the PLC programming



Project Benefits:

Standardize control interface and programming within the groundwater recharge and recycled water SCADA system

Bid Summary

- Three (3) bids received on March 17, 2016

Bidder Name	Price
Trimax Systems, Inc.	\$250,989
Tesco Controls, Inc.	\$285,000
Southern Contracting Company, Inc.	\$389,900
Engineer's Estimate	\$399,000

Project Cost and Schedule

Description	Estimated Cost
Design	\$196,812
Construction	\$250,989
Construction Management	\$108,688
Construction Contingency (~15%)	\$54,000
Total Project Cost	\$610,490
IEUA Approved Budget*	\$932,000

* Budget also approved CBWM as 50/50 cost share

Project Milestone	Date
Construction Contract Award	April 2016
Construction Completion	January 2017

Recommendation

Approve the contract award for the construction of the Groundwater Recharge Water/Recycled Water SCADA System Upgrades Project, EN14047, to Trimax Systems, Inc. for their low bid of \$250,989 and authorize the General Manager to execute the contract.

The efforts in upgrading the GWR/RW SCADA system are consistent with the IEUA business goal of Water Reliability by promoting a reliable and efficient groundwater recharge system.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of April, 2016, by and between Trimax Systems, Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR GWR and RW SCADA Control Upgrades Project No. EN14047, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$250,988.30

Two hundred fifty thousand, nine hundred eighty-eight Dollars and thirty Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in

full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency two hundred and seventy-nine (279) calendar days after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of four thousand (\$4,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the

General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D – Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands,

including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.


The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency,*
San Bernardino County, California.

By _____
General Manager

Contractor

By 
Title
MANAGER OF
BUSINESS DEVELOPMENT

*Municipal Water District

**ACTION
ITEM**


2J




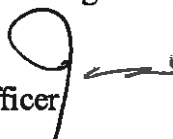
Date: April 20, 2016

To: The Honorable Board of Directors

Through: Public, Legislative Affairs, and Water Resources Committee (4/13/16)
Finance, Legal, and Administration Committee (4/13/16)

From:  P. Joseph Grindstaff
General Manager

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

Jason Gu 
Grants Officer

Subject: Adoption of Resolutions for the USBR WaterSMART

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution Nos. 2016-4-1, 2016-4-2, and 2016-4-3, authorizing the Agency to enter into financial assistance agreements with the U.S. Department of Interior – Bureau of Reclamation (USBR) for three grant applications submitted in April 2016: 1) Drought Contingency Planning Grant; 2) Drought Resiliency Implementation Grant, and 3) Agricultural Water Conservation Efficiency Grant; and
2. Authorize the General Manager to execute the financial assistance agreement, any amendments, and any grant related documents thereto.

BACKGROUND

USBR Drought Contingency Planning Grant:

In February 2016, the USBR announced the Drought Contingency Planning Grant under the USBR's WaterSMART Drought Response Program to provide assistance to local governments to prepare for and address a drought in advance of a crisis.

In April 2016, IEUA proposed the Integrated Resources Plan (IRP) Phase II Project for the Drought Contingency Planning Grant. The IRP Phase II Project will take a collaborative approach with

Adoption of Resolutions for the USBR WaterSMART

April 20, 2016

Page 2

local stakeholders to address a drought in advance of a crisis. Funding through this grant would be used to cover approximately 50% of the expected plan development costs of \$400,000.

USBR Drought Resiliency Implementation Grant:

In April 2016, IEUA proposed the Project 23a Wineville, Jurupa and RP3 Basin Improvements Project for the Drought Resiliency Implementation Grant under the USBR’s WaterSMART Drought Response Program.

This project is one of the priority projects identified in the 2013 Recharge Master Plan Update (RMPU) and provides benefits to both IEUA and Chino Basin Watermaster. This grant program offers \$300,000 maximum per project and will be available for projects over a two-year period.

USBR Agricultural Water Conservation and Efficiency Grant:

In February 2016, the USBR announced a third grant opportunity – the Agricultural Water Conservation and Efficiency Grant. This grant program offers \$1,000,000 maximum per project with a 50% match funding requirement, and it seeks to foster water district and farmer partnerships to make federal funding available in California to improve the efficiency of agricultural water use throughout the state.

In late April 2016, IEUA will submit a grant application for the Chino Basin Agricultural Water Conservation and Water Use Efficiency Project, which would provide water supply and conservation benefits to the region by increasing recycled water supply for agricultural irrigation, and improve energy efficiency. *Summary of the three grant applications submitted:*

USBR Grant	Grant Amount	Total Project Cost	IEUA Project
Drought Contingency	\$200,000	\$400,000	Integrated Resources Plan Phase II
Drought Resiliency	\$300,000	\$21,310,000	Wineville, Jurupa and RP-3 Basin Improvement
Agricultural Water Conservation & Efficiency	\$1,000,000	\$2,000,000	Chino Basin Agricultural Water Conservation and Water Use Efficiency Project

This action supports the Agency’s mission to increase sustainability through the development of reliable local water supplies and is consistent with the Agency’s mission of pursuing state and federal grants and low-interest financing.

PRIOR BOARD ACTION

On September 16, 2015, IEUA’s Board of Directors adopted Resolution No. 2015-9-2, approving the 2015 Drought Relief Recycled Water Supply Optimization Program, Phase I grant/SRF loan application, which included eight project components, to be submitted to the State Water Board.

The Recycled Water Pressure Sustaining Valve Project, for which approval is being recommended through Resolution No. 2016-4-3, was included as one of the eight 2015 Drought Relief Recycled Water Supply Optimization Program, Phase I grant/SRF loan application project components.

IMPACT ON BUDGET

USBR Drought Contingency Planning Grant:

The IRP Phase II Project has an estimated cost of \$400,000, and is within the WR16025 WW Planning Document Project budget of \$1,000,000 in the approved FY 2015/16 Ten-Year Capital Improvement Plan (TYCIP). There will be no impact to the Agency's current fiscal year budget, however, upon award of funding, the annual project appropriations will be revised to reflect the grant funding.

USBR Drought Resiliency Implementation Grant:

Project No. EN18007, RMPU Construction, has a total project budget of \$44,000,000, which includes \$21,310,000 for Project 23a Wineville, Jurupa and RP-3 Basin Improvements Project. There will be no impact to the Agency's current fiscal year budget, however, upon award of funding, the annual project appropriations will be revised to reflect the grant funding.

USBR Agricultural Water Conservation and Efficiency Grant:

Project No. EN12016, North CIM Lateral, has a total project budget of \$210,000 and Project No. EN16034, Recycled Water Pressure Sustaining Valve, has a total project budget of \$850,000 in the approved TYCIP. There will be no impact to the Agency's current fiscal year budget, however, upon award of funding, the annual project appropriations will be revised to reflect the grant funding.

Attachment:

Resolution No. 2016-4-1
Resolution No. 2016-4-2
Resolution No. 2016-4-3

RESOLUTION NO. 2016-4-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: DROUGHT CONTINGENCY PLANNING GRANTS FOR FY 2016 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR INTEGRATED RESOURCES PLAN PHASE II PLANNING PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the WaterSMART: Drought Contingency Planning Grants for FY 2016 with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the IRP Phase II Planning Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement, and;

BE IT FURTHER RESOLVED, that the IEUA Board of Directors hereby adopts Resolution No. 2016-4-1 on this 20th day of April, 2016.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

RESOLUTION NO. 2016-4-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE WATERSMART: DROUGHT RESILIENCY PROJECT GRANTS FOR FY 2016 WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE RECHARGE MASTER PLAN UPDATE (RMPU) PROJECT NO. 23A WINEVILLE, JURUPA AND RP-3 BASIN IMPROVEMENT PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the WaterSMART: Drought Resiliency Project Grants with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Recharge Master Plan Update (RMPU) Project No. 23a Wineville, Jurupa and RP-3 Basin Improvements Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement, and;

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2016-4-2 on this 20th day of April, 2016.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

RESOLUTION NO. 2016-4-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING THE INLAND EMPIRE UTILITIES AGENCY TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT UNDER THE AGRICULTURAL WATER CONSERVATION AND EFFICIENCY GRANTS WITH THE U.S. DEPARTMENT OF INTERIOR - BUREAU OF RECLAMATION AND DESIGNATING A REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT, AND ANY AMENDMENTS THERETO FOR CHINO BASIN AGRICULTURAL WATER CONSERVATION AND WATER USE EFFICIENCY PROJECT

BE IT RESOLVED, that the Inland Empire Utilities Agency* (IEUA) is authorized to enter into a financial assistance agreement under the Agricultural Water Conservation and Efficiency Grants with the U.S. Department of Interior - Bureau of Reclamation (USBR) for the Chino Basin Agricultural Water Conservation and Water Use Efficiency Project;

BE IT RESOLVED, that IEUA's Board of Directors authorizes the General Manager, or in his absence, his designees, to execute the financial assistance agreement, any amendments, and any grant related documents thereto;

BE IT RESOLVED, that IEUA has the capacity to provide the amount of funding and/or in-kind contributions specified in the funding plan;

BE IT RESOLVED, that IEUA will work with the USBR to meet established deadlines for entering into a cooperative agreement, and;

BE IT FURTHER RESOLVED, that IEUA's Board of Directors hereby adopts Resolution No. 2016-4-3 on this 20th day of April, 2016.

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

ATTEST:

Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors thereof

* A Municipal Water District

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution No. 2016-4-3 was adopted at a regular meeting
on April 20, 2016 of said Agency* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven J. Elie
Secretary/Treasurer

(SEAL)

* A Municipal Water District

Grant Applications for Drought Response Program



U.S. Department of Interior, Bureau of Reclamation (USBR)



Jason H. Gu
Grants Officer

USBR Drought Response Program Grant Opportunities

- * Drought Contingency Grant (\$200,000)
- * Drought Resiliency Grant (\$300,000)
- * Agricultural Water Conservation and Efficiency Grant (\$1,000,000)

Drought Contingency Grant

Planning Grant:

- * Develop a new drought contingency plan or to update an existing plan

Project Proposed:

- * Integrated Resources Plan Phase II Project (IRP Phase II)



Drought Resiliency Grant

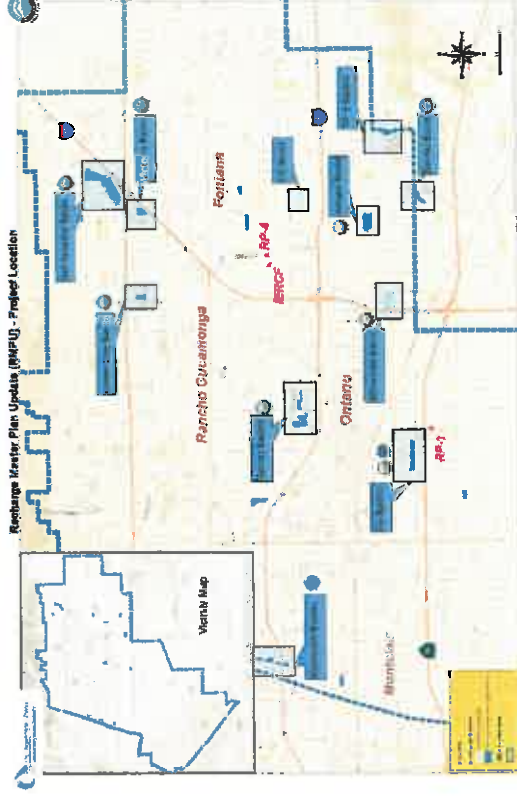
Construction Grant:

- * Support resiliency to cope with drought
- * A mitigation action responds to a Drought Plan

Project Proposed:

- * RMPU Wineville, Jurupa & RP-3 Basin Improvements

Project



Agricultural Water Conservation & Efficiency Grant

Construction Grant:

- * Support water district and farmer partnerships
- * Improve agricultural water use efficiency to help communities build resiliency to drought

Project Proposed:

- * Chino Basin Agricultural Water Conservation & Water Use Efficiency Project:
 - RW Pressure Sustaining Valve for Agricultural Users
 - Chino Prison RW lateral for Farmers
 - Agricultural Drip Irrigation, and sensors



IEUA Grant Applications for USBR Drought Response Program

Program	Grant Max	Project Cost	IEUA Project
Drought Contingency	\$200,000	\$400,000	Integrated Resources Plan Phase II
Drought Resiliency	\$300,000	\$21,310,000	Wineville, Jurupa, and RP-3 Basin Improvements
Agricultural Water Conservation & Efficiency	\$1,000,000	\$2,000,000	Chino Basin Agricultural Water Conservation and Water Use Efficiency Project

Recommendation

- * Adopt Resolution Nos. 2016-4-1, 2016-4-2, and 2016-4-3 authorizing the Agency to enter into financial assistance agreements with the USBR for grant applications submitted in April 2016; and
- * Authorize the General Manager, or his designees, to execute the financial assistance agreements, and any grant related documents thereto.

This action supports the Agency's mission to increase sustainability through the development of reliable local water supplies and is consistent with the Agency's mission of pursuing grants and low-interest financing.

**INFORMATION
ITEM**

3A

FY16/17 Ten Year Capital Improvement Plan Update



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

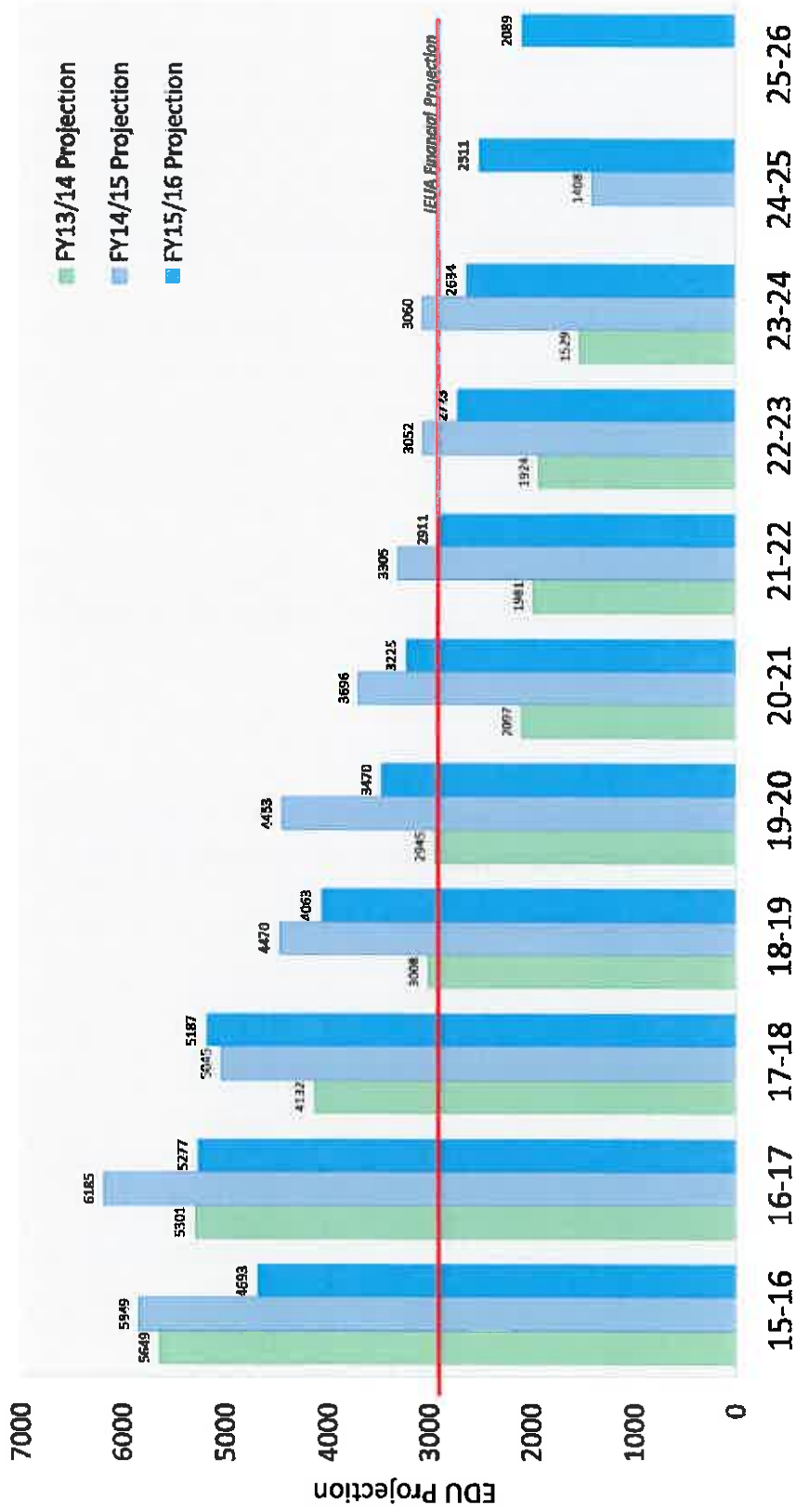
Elizabeth Hurst

IEUA Board of Directors Meeting
April 2016

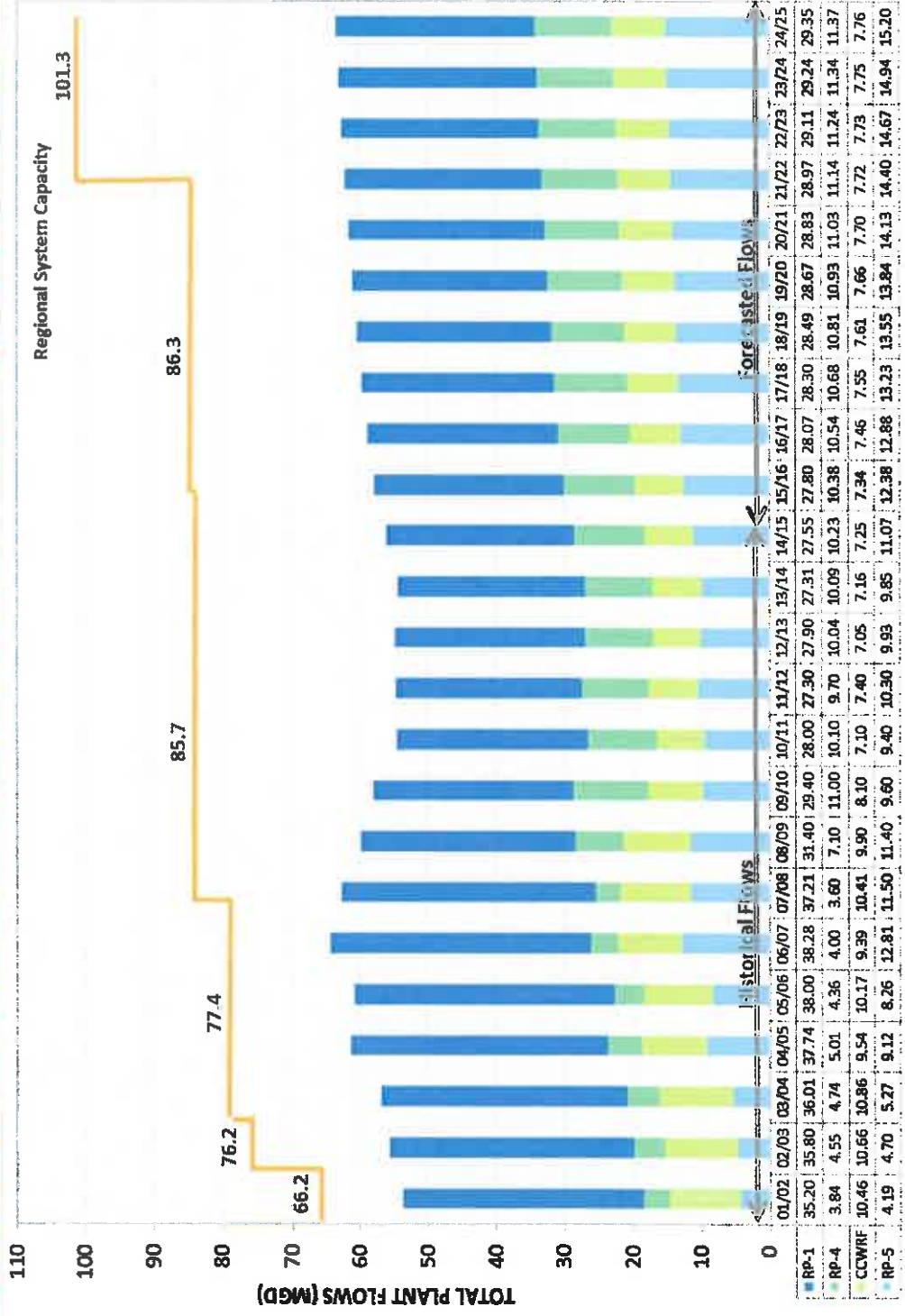
Key Drivers of the FY16/17 TYCIP

- Member Agency growth projections
- 2015 Wastewater Facilities Master Plan Updated flow factors and concentrations
- Asset Management Plan
- 2015 Recycled Water Program Strategy Update
- 2015 Energy Management Plan
- 2016 Integrated Resources Plan
- 2016 Water Use Efficiency Business Plan

10-Year EDU Growth Forecast



FY16/17-FY25/26 Member Agency Wastewater Flow Projections¹



TYCIP Budget Estimate by Fund

Description	FY 16/17	FY18/19	FY19-26	TYCIP Total
GG Administrative Services Fund	4,469,012	1,680,200	6,538,600	12,687,812
NC Non-Reclaimable Wastewater Fund	1,250,000	610,000	9,080,000	10,940,000
RC Regional Capital Improvement Fund	21,134,400	24,044,000	319,850,000	365,028,400
RO Regional Operations and Maintenance	26,854,520	33,545,000	92,122,000	152,521,520
RW Recharge Water Fund	4,979,800	12,730,500	35,749,500	53,459,800
WC Recycled Water Fund	24,782,800	24,143,195	29,365,000	78,290,995
WW Water Resources Fund	6,879,250	6,479,250	36,104,000	49,462,500
TOTAL	90,349,782	103,232,145	528,809,100	722,391,027

TYCIP Comparison to FY 15/16 Budget by Fund

	Description	FY15/16 Budget	Current TYCIP list
GG	Administrative Services Fund	\$ 9.5 M	\$ 12.6 M
NC	Non-Reclaimable Wastewater Fund	\$ 17.2 M	\$ 10.9 M
RC	Regional Capital Improvement Fund	\$ 348.9 M	\$ 365.0 M
RO	Regional Operations and Maintenance	\$ 131.0 M	\$ 152.5 M
RW	Recharge Water Fund	\$ 49.3 M	\$ 53.4 M
WC	Recycled Water Fund	\$ 75.2 M	\$ 78.2 M
WW	Water Resources Fund	\$ 60.9 M	\$ 49.4 M
	TOTAL	\$ 692.0 M	722.3




Next Steps

- **March 31: Circulate TYCIP for Comments**
- **April 28: Technical Committee**
- **May 5: Policy Committee**
 - FY 16/17 TYCIP Recommendation for Approval
- **May 18: IEUA Board**
 - FY 16/17 TYCIP Recommendation for Approval

**INFORMATION
ITEM**

3B



Date: April 20, 2016
To: The Honorable Board of Directors
Through: Finance, Legal, and Administration Committee (04/13/16)
From:  P. Joseph Grindstaff
General Manager
Submitted by:  Christina Valencia
Chief Financial Officer/ Assistant General Manager
 Javier Chagoyen-Lazaro
Manager of Finance and Accounting
Subject: Treasurer's Report of Financial Affairs

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended February 29, 2016, is an informational item for the Board of Director's review.

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended February 29, 2016, is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2015-6-3).

Total cash, investments, and restricted deposits of \$165,613,510 reflect an increase of \$1,662,997 compared to the total reported for January 2016. The increase was primarily due to property tax receipts.

The average days of cash on hand for the month ended February 29, 2016, increased from 227 days to 234 days. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency's cash flow. New connection fees collected and held by member agencies is excluded from the days of cash on hand calculation.

The Agency's investment portfolio average rate of return in February 2016 was 0.775%, an increase of 0.027% compared to the average yield of 0.748% reported in January 2016. The increase can be attributed to an increase in the yields of the Local Agency Investment Fund (LAIF) and CalTrust Short-Term Portfolio of 0.021% and 0.050%, respectively.

In March the 2008B bond weekly variable interest rate began increasing from the 0.01% February average to the current 0.07% average. According to Public Financial Management, the rise in short term borrowing rates can be attributed to tax season. As money market funds start to lose investment money, short term borrowing rates increase. Rates should start to normalize again by June. The current fiscal year average interest is 0.013% which is well within the FY 2015/16 budgeted rate of 1.00%.

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

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

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

Attachment: February 2016 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended February 29, 2016



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

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

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
February 29, 2016

	February	January
Cash, Bank Deposits, and Bank Investment Accounts	\$1,590,849	\$1,007,067
Investments		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$19,379,520	\$21,681,737
Local Agency Investment Fund (LAIF)	34,897,078	34,897,078
CalTrust	7,553,845	7,551,077
California Asset Management Program (CAMP)	1,000,080	0
Certificates of Deposit	3,874,000	3,874,000
Medium Term Notes	6,102,974	7,104,634
U.S. Treasury Notes	999,857	999,843
U.S. Government Sponsored Entities	27,973,480	24,972,930
Total Investments	\$101,780,834	\$101,081,299
Total Cash and Investments Available to the Agency	\$103,371,683	\$102,088,366
Restricted Deposits		
Debt Service Accounts	\$2,544,729	\$3,178,494
CCRA Deposits Held by Member Agencies	52,869,354	51,906,260
OPEB (CERBT) Account	6,804,928	6,758,422
Escrow Deposits	22,816	18,971
Total Restricted Deposits	\$62,241,827	\$61,862,147
Total Cash, Investments, and Restricted Deposits	\$165,613,510	\$163,950,513

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
February 29, 2016

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Offset by CBB Sweep Balance)	\$1,349,599
CBB Workers' Compensation Account	58,016
Bank of America (BoFA) Payroll Account	47,279
BoFA Payroll Taxes Account	45,584
Subtotal Demand Deposits	<u>\$1,500,478</u>
Other Cash and Bank Accounts	
Petty Cash	\$2,250
Subtotal Other Cash	<u>\$2,250</u>
Bank of the West Money Market Account	\$51,808
US Bank Pre-Investment Money Market Account	\$36,313
Total Cash and Bank Accounts	<u>\$1,590,849</u>

Investments

CBB Repurchase (Sweep) Investments	
Federal Home Loan	
Subtotal CBB Repurchase (Sweep)	<u>\$19,379,520</u>
Local Agency Investment Fund (LAIF)	
LAIF Non-Restricted Fund	\$28,974,253
LAIF Insurance Sinking Fund	5,922,825
Subtotal Local Agency Investment Fund	<u>\$34,897,078</u>
CalTrust	
Short Term	
Subtotal CalTrust	<u>\$7,553,845</u>
California Asset Management Program (CAMP)	
Pool	
Subtotal CAMP	<u>\$1,000,080</u>

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
February 29, 2016

Investments Continued

Certificates of Deposit

Brokered Certificates of Deposit
Subtotal Certificates of Deposit

\$3,874,000
\$3,874,000

Medium Term Notes

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

\$1,001,343
999,223
2,026,585
2,075,823
\$6,102,974

U.S. Treasury Notes

Treasury Note
Subtotal U.S. Treasury Notes

\$999,857
\$999,857

U.S. Government Sponsored Entities

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

\$7,999,514
3,000,983
6,000,000
10,972,983
\$27,973,480

Total Investments

\$101,780,834

Restricted Deposits

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

\$2,544,719
10
\$2,544,729

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 February 29, 2016

CCRA Deposits Held by Member Agencies

City of Chino	\$12,684,931
Cucamonga Valley Water District	12,512,188
City of Fontana	8,525,593
City of Montclair	2,502,938
City of Ontario	9,222,989
City of Chino Hills	3,884,916
City of Upland	3,535,799
Subtotal CCRA Deposits Held by Member Agencies	<u>\$52,869,354</u>

CalPERS

OPEB (CERBT) Account	<u>\$6,804,928</u>
Subtotal CalPERS Accounts	<u>\$6,804,928</u>

Total Restricted Deposits

\$62,241,827

Total Cash, Investments, and Restricted Deposits as of February 29, 2016

\$165,613,510

Total Cash, Investments, and Restricted Deposits as of 2/29/16
 Less: Total Cash, Investments, and Restricted Deposits as of 1/31/16

\$165,613,510
163,950,513

Total Monthly Increase (Decrease)

\$1,662,997

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
February 29, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost-Basis Amount	Term (Days)	February Amortization	February Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					\$1,349,599	\$1,349,599	N/A	N/A	\$1,349,599		N/A	N/A	\$1,349,599
Workers' Compensation Account					\$58,016	\$58,016	N/A	N/A	\$58,016		N/A	N/A	\$58,016
Subtotal CBB Accounts					\$1,407,615	\$1,407,615			\$1,407,615				\$1,407,615
Bank of America (BoFA)													
Payroll Checking					\$47,279	\$47,279	N/A	N/A	\$47,279		N/A	N/A	\$47,279
Payroll Tax Checking					45,584	45,584	N/A	N/A	45,584		N/A	N/A	45,584
Subtotal B of A Accounts					\$92,863	\$92,863			\$92,863				\$92,863
Bank of the West													
Money Market Plus - Business Account					\$51,808	\$51,808	N/A	N/A	\$51,808		0.18%	N/A	\$51,808
Subtotal Bank of the West Account					\$51,808	\$51,808			\$51,808		0.18%		\$51,808
US Bank (USB)													
Federated Automated MMA					\$36,313	\$36,313	N/A	N/A	\$36,313		0.01%	N/A	\$36,313
Subtotal USB Account					\$36,313	\$36,313			\$36,313		0.01%		\$36,313
Petty Cash					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts					\$1,590,849	\$1,590,849			\$1,590,849				\$1,590,849
*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
Federal Home Loan					\$19,379,520	\$19,379,520	N/A	N/A	\$19,379,520		0.30%	N/A	\$19,379,520
Subtotal CBB Repurchase Accounts					\$19,379,520	\$19,379,520			\$19,379,520		0.30%		\$19,379,520
LAIF Accounts													
Non-Restricted Funds					\$28,974,253	\$28,974,253	N/A	N/A	\$28,974,253		0.467%	N/A	\$28,974,253
LAIF Sinking Fund					5,922,825	5,922,825	N/A	N/A	5,922,825		0.467%	N/A	5,922,825
Subtotal LAIF Accounts					\$34,897,078	\$34,897,078			\$34,897,078		0.467%		\$34,897,078
CALTRUST Accounts													
Short-Term					\$7,553,845	\$7,553,845	N/A	N/A	\$7,553,845		0.65%	N/A	\$7,553,845
Subtotal CalTrust Accounts					\$7,553,845	\$7,553,845			\$7,553,845		0.65%		\$7,553,845
CAMP Accounts													
Short-Term					\$1,000,080	\$1,000,080	N/A	N/A	\$1,000,080		0.45%	N/A	\$1,000,080
Subtotal CAMP Accounts					\$1,000,080	\$1,000,080			\$1,000,080		0.45%		\$1,000,080

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
February 29, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	February Amortization	February Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Ally Bank	N/A				\$245,000	\$245,000	551		\$245,000	0.80%	0.80%	01/17/17	\$244,953
Capital One National Association	N/A				240,000	240,000	552		240,000	0.80%	0.80%	01/17/17	239,954
Compass Bank	N/A				245,000	245,000	552		245,000	0.85%	0.85%	01/17/17	244,953
Comenity Capital Bank	N/A				240,000	240,000	731		240,000	1.15%	1.15%	07/13/17	240,050
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	240,000
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	240,000
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	248,345
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,367
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,821
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	241,042
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	241,042
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,984
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,984
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.51%	07/29/20	244,559
JPM Chase NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.32%	07/31/20	244,671
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	243,370
Subtotal Brokered CDs					\$3,874,000	\$3,874,000		\$0	\$3,874,000		1.426%		\$3,884,095
US Treasury Note													
US Treasury Note	N/A	AAA			\$1,000,000	\$999,463	1092	14	\$999,857	0.63%	0.64%	12/15/16	\$999,610
Subtotal US Treasuries					\$1,000,000	\$999,463		14	\$999,857		0.64%		\$999,610
U.S. Government-Sponsored Entities													
Federal Home Loan Bank	N/A	AAA			\$2,000,000	\$2,000,000	355		\$2,000,000	0.38%	0.38%	06/20/16	\$1,999,660
Freddie Mac Bond	AA+	AAA			2,001,500	2,001,500	722	(60)	2,000,983	0.85%	0.81%	06/16/17	2,000,260
Federal Home Loan Bank	AA+	AAA			2,000,000	2,000,000	1,100		2,000,000	1.20%	1.20%	06/29/18	2,000,100
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,097		2,000,000	1.20%	1.20%	11/28/18	2,003,460
Fannie Mae Bond	AA+	AAA			2,000,000	2,000,000	1,459		2,000,000	1.61%	1.63%	12/28/18	2,013,820
Federal Farm Credit Bank	AA+	AAA			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,998,050
Federal Home Loan Bank	AA+	AAA			3,000,000	3,000,000	1,186		3,000,000	1.50%	1.50%	04/26/19	3,009,240
Fannie Mae Bond	AA+	AAA			3,999,400	3,999,400	1,456	12	3,999,514	1.50%	1.50%	05/24/19	4,007,360
Federal Farm Credit Bank	AA+	AAA			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,029,080
Freddie Mac Bond	AA+	AAA			1,000,000	1,000,000	1,461		1,000,000	1.00%	3.00%	07/29/19	1,001,310
Freddie Mac Bond	AA+	AAA			2,972,928	2,972,928	1,359	578	2,973,884	1.25%	1.50%	10/02/19	3,006,480
Federal Home Loan Bank	AA+	AAA			999,000	999,000	1,461	20	999,099	1.40%	1.43%	10/08/19	1,000,010
Federal Farm Credit Bank	AA+	AAA			1,000,000	1,000,000	1,461		1,000,000	1.42%	1.42%	10/21/19	1,000,820
Subtotal U.S. Gov't Sponsored Entities					\$28,000,000	\$27,972,828		\$549	\$27,973,480		1.349%		\$28,069,650

(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
February 29, 2016

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	February Amortization	February Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(66)	\$1,001,343	1.20%	1.11%	10/10/17	\$997,940
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	28	999,223	1.63%	1.66%	05/15/18	994,690
Johnson & Johnson	AAA	AAA			2,000,000	2,027,480	1,044	(763)	2,026,585	1.65%	1.16%	12/05/18	2,028,640
Microsoft	AAA	AAA			2,050,000	2,076,691	1,045	(741)	2,075,823	1.63%	1.16%	12/06/18	2,082,001
Subtotal Medium Term Notes					\$6,050,000	\$6,107,171		(\$1,542)	\$6,102,974		1.24%		\$6,103,271
Total Investments					\$101,754,523	\$101,783,985			\$101,780,834				\$101,887,148
<i>(Source of Investment-Market Value: US Bank)</i>													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,544,719	\$2,544,719	N/A	N/A	\$2,544,719		0.00%		\$2,544,719
10A Debt Service Accounts					10	10	N/A	N/A	10		0.00%		10
Total Debt Service Accounts					\$2,544,729	\$2,544,729			\$2,544,729				\$2,544,729
CCRA Deposits Held by Member Agencies													
City of Chino					\$12,684,931	\$12,684,931	N/A	N/A	\$12,684,931		N/A	N/A	\$12,684,931
Cucamonga Valley Water District					12,512,188	12,512,188	N/A	N/A	12,512,188		N/A	N/A	12,512,188
City of Fontana					8,525,593	8,525,593	N/A	N/A	8,525,593		N/A	N/A	8,525,593
City of Montclair					2,502,938	2,502,938	N/A	N/A	2,502,938		N/A	N/A	2,502,938
City of Ontario					9,222,989	9,222,989	N/A	N/A	9,222,989		N/A	N/A	9,222,989
City of Chino Hills					3,884,916	3,884,916	N/A	N/A	3,884,916		N/A	N/A	3,884,916
City of Upland					3,535,799	3,535,799	N/A	N/A	3,535,799		N/A	N/A	3,535,799
Subtotal CCRA Deposits Held by Member Agencies					\$52,869,354	\$52,869,354			\$52,869,354				\$52,869,354
<i>(Reported total as of January 31, 2016)</i>													
CaIPERS Deposits													
OPEB (CERBT) Account					\$7,000,000	\$7,000,000	N/A	N/A	\$6,804,928		N/A	N/A	\$6,804,928
Subtotal CaIPERS Deposits					\$7,000,000	\$7,000,000			\$6,804,928				\$6,804,928
Escrow Deposits													
Genesis Construction Escrow					\$22,816	\$22,816	N/A	N/A	\$22,816		N/A	N/A	\$22,816
Subtotal Escrow Deposits					\$22,816	\$22,816			\$22,816				\$22,816
Total Restricted Deposits					\$62,436,899	\$62,436,899			\$62,241,827				\$62,241,827
Total Cash, Investments, and Restricted Deposits as of February 29, 2016					\$165,782,271	\$165,811,733			\$165,613,510				\$165,719,824

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
 February 29, 2016

February Purchases

No.	Date	Transaction	Investment Security	Par Amount Purchased	Investment Yield
1	2/22/2016	Purchased	Federal Farm Credit Bank	\$ 3,000,000	1.15%

Total Purchases

\$ 3,000,000

February Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
1	2/26/2016	Matured	JP Morgan Chase Co Medium Term Note	\$ 1,000,000	1.074%

Total Maturities, Calls & Sales

\$ 1,000,000

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
February 29, 2016

<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$19,379,520	0.300%
LAIF	34,897,078	0.467%
CalTrust	7,553,845	0.650%
CAMP	1,000,080	0.450%
Medium Term Notes	6,102,974	1.235%
US Treasury Notes	999,857	0.640%
U.S. Government Sponsored Entities	27,973,480	1.349%
	\$97,906,834	0.750%
Bank Deposit and Investment Accounts		
Various Banks - Brokered Certificates of Deposit	\$3,874,000	1.426%
Bank of the West Money Market Account	51,808	0.180%
	\$3,925,808	1.410%

\$101,832,642

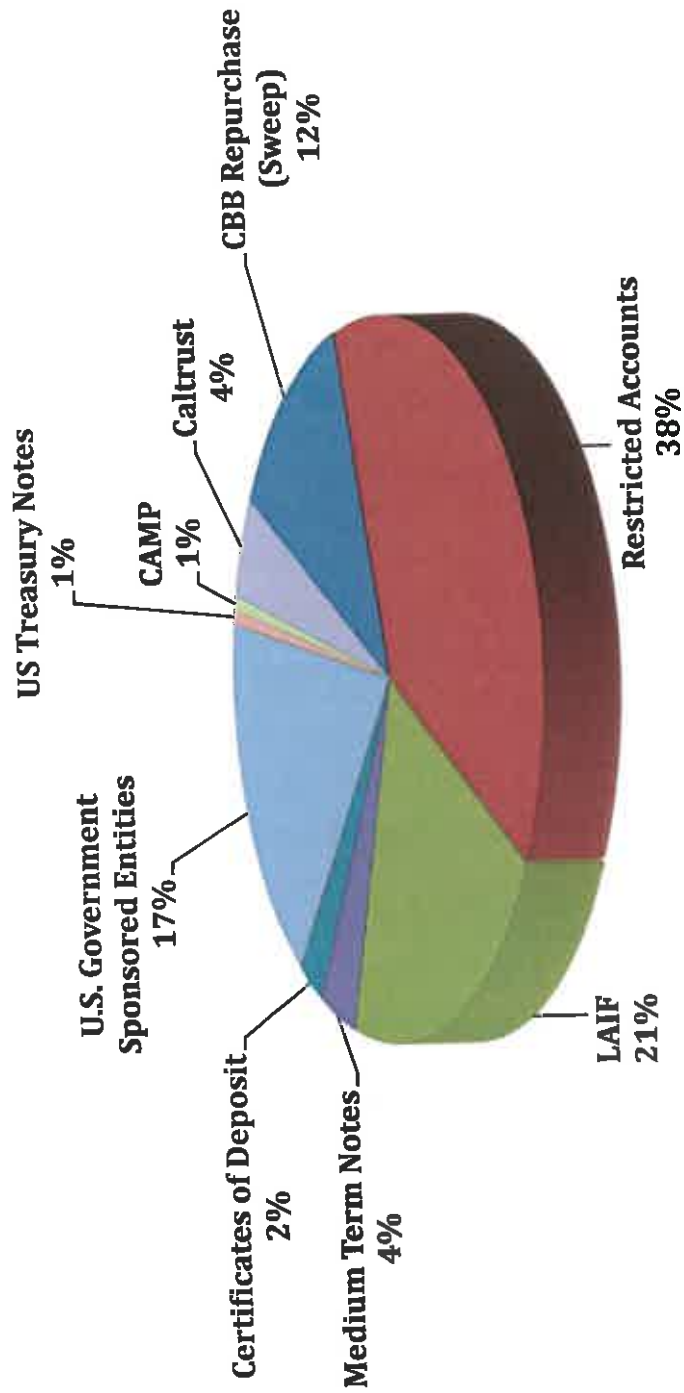
0.775%

Total Investment Portfolio
Investment Portfolio Rate of Return

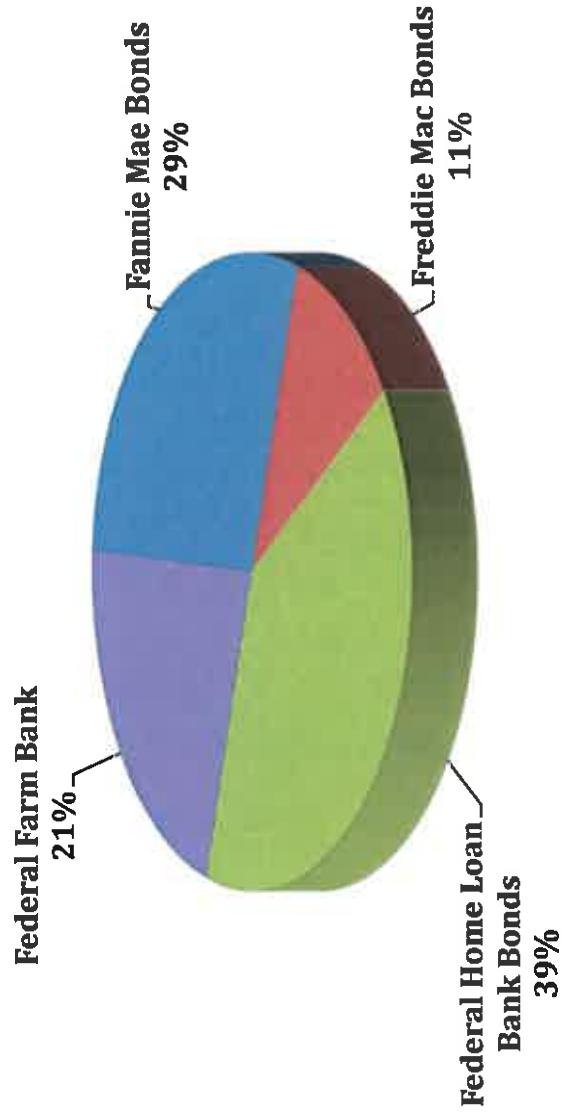
<u>Restricted/Transitory/Other Demand Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
CCRA Deposits Held by Member Agencies	\$52,869,354	N/A
CalPERS OPFB (CERBT) Account	6,804,928	N/A
US Bank - 2008B Debt Service Accounts	2,544,719	0.000%
Citizens Business Bank - Demand Account	1,349,599	N/A
US Bank - 2010A Debt Service Accounts	10	0.000%
US Bank - Pre-Investment Money Market Account	36,313	0.010%
Citizens Business Bank - Workers' Compensation Account	58,016	N/A
Other Accounts*	95,113	N/A
	\$63,758,052	0.000%
Total Other Accounts		
Average Yield of Other Accounts		
	\$165,590,694	

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

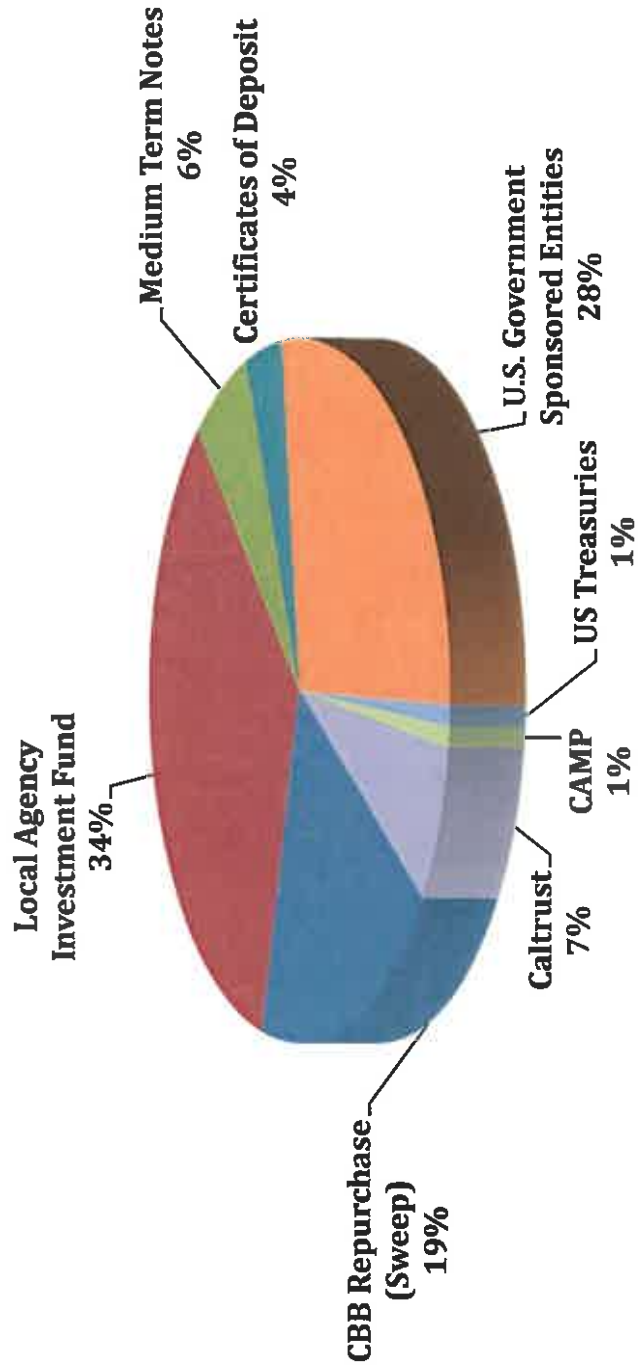
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended February 29, 2016
Agency Investment Portfolio (net of escrow deposits)
\$165,590,694



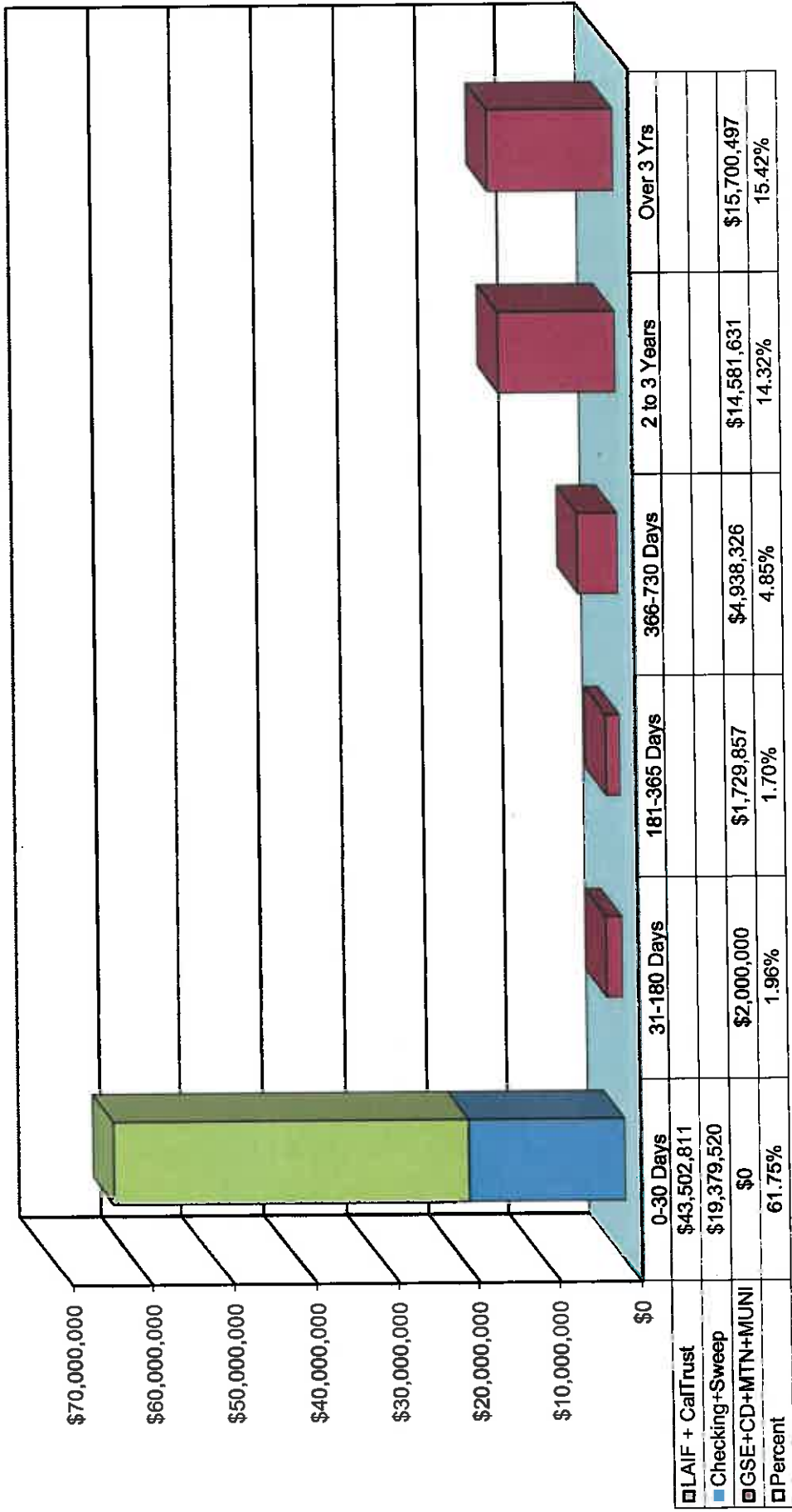
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended February 29, 2016
U.S. Government Sponsored Entities Portfolio
\$27,973,480



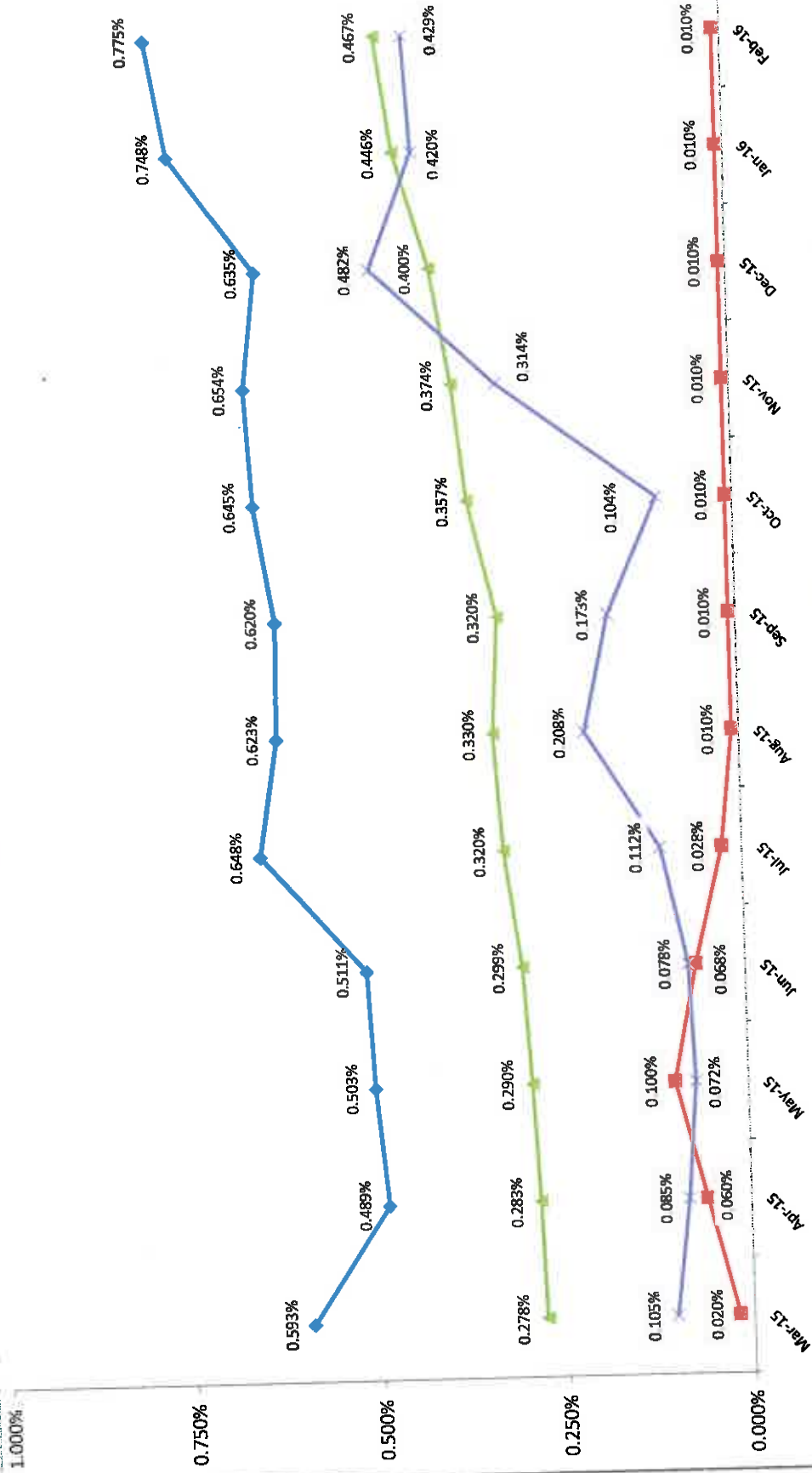
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended February 29, 2016
Unrestricted Agency Investment Portfolio
\$101,832,642



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended February 29, 2016
Agency Investment Portfolio Maturity Distribution
\$101,832,642



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
Agency Investment Portfolio Yield Comparison





Treasurer's Report of Financial Affairs for February 29, 2016

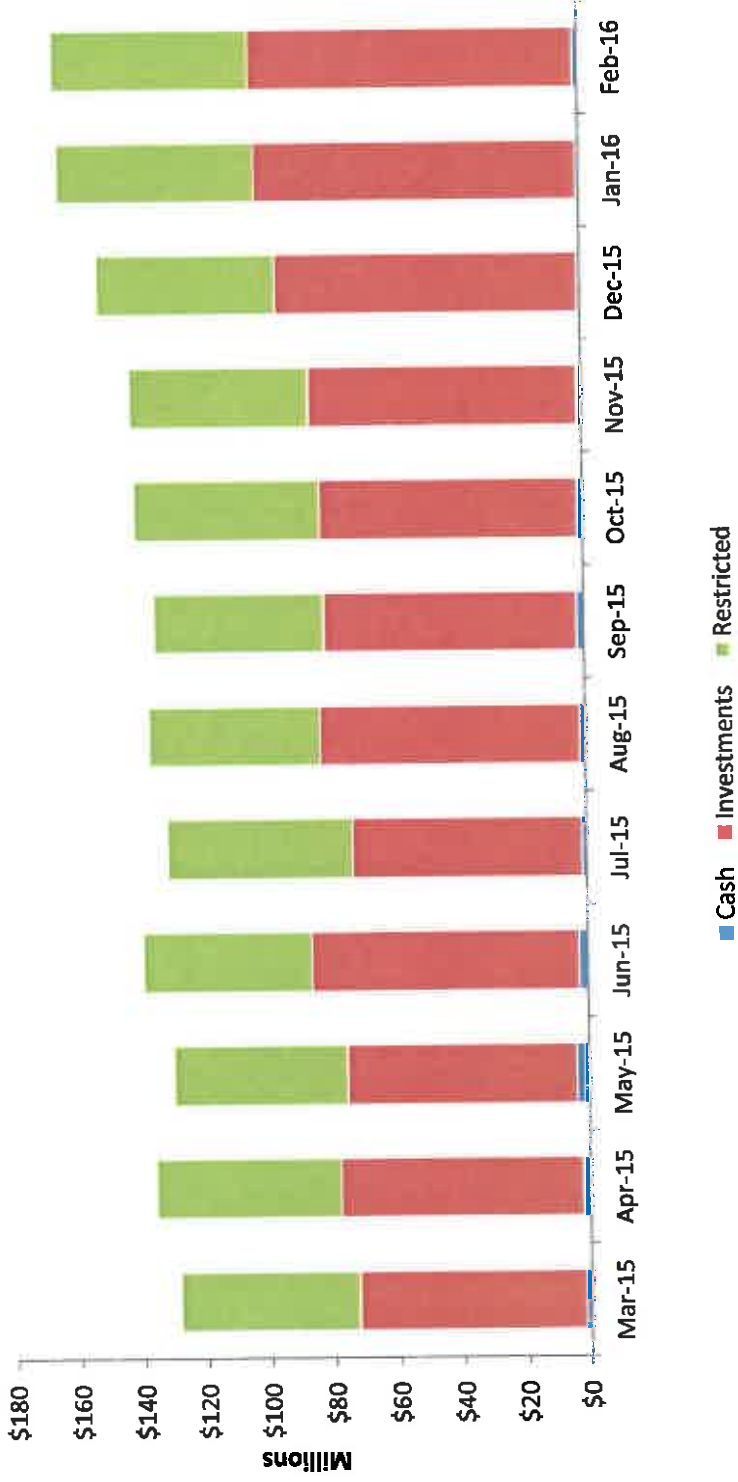
**April 2016
Board Meeting**

Report of Financial Affairs

Liquidity					
Description	February 2016 (\$ million)	January 2016 (\$ million)	Increase (Decrease) (\$ million)		
Total Cash, Investments, and Restricted Deposits	\$165.6	\$163.9	\$1.7		
Total Investment Portfolio	\$101.8	\$101.1	\$0.7		
Investment Portfolio Yield	0.775%	0.748%	0.027%		
Weighted Average Duration (years)	1.04	0.99	0.05		
Average Cash on Hand (days)	234	227	7		
Portfolio					
Term	Description	Allowable Threshold (\$ million)	Investment Value (\$ million)	Yield	Current Portfolio %
Short Term, Under 1 Year:	LAIF	\$65	\$34.9	0.47%	34%
	CalTrust	\$20	\$7.6	0.65%	7%
	Citizens Business – Sweep	40%	\$19.4	0.30%	19%
	CAMP	\$20	\$1.0	0.45%	1%
	Brokered CDs	30%	\$0.7	0.82%	1%
	US Treasury Note	n/a	\$1.0	0.64%	1%
	US Government Securities	n/a	\$2.0	0.38%	2%
1 to 3 Years:	Brokered CDs	30%	\$2.4	1.33%	2%
	US Government Securities	n/a	\$11.0	1.20%	11%
	Medium Term Notes	10%	\$6.1	1.27%	6%
Over 3 Years:	Brokered CDs	30%	\$0.7	2.36%	1%
	US Government Securities	n/a	\$15.0	1.70%	15%

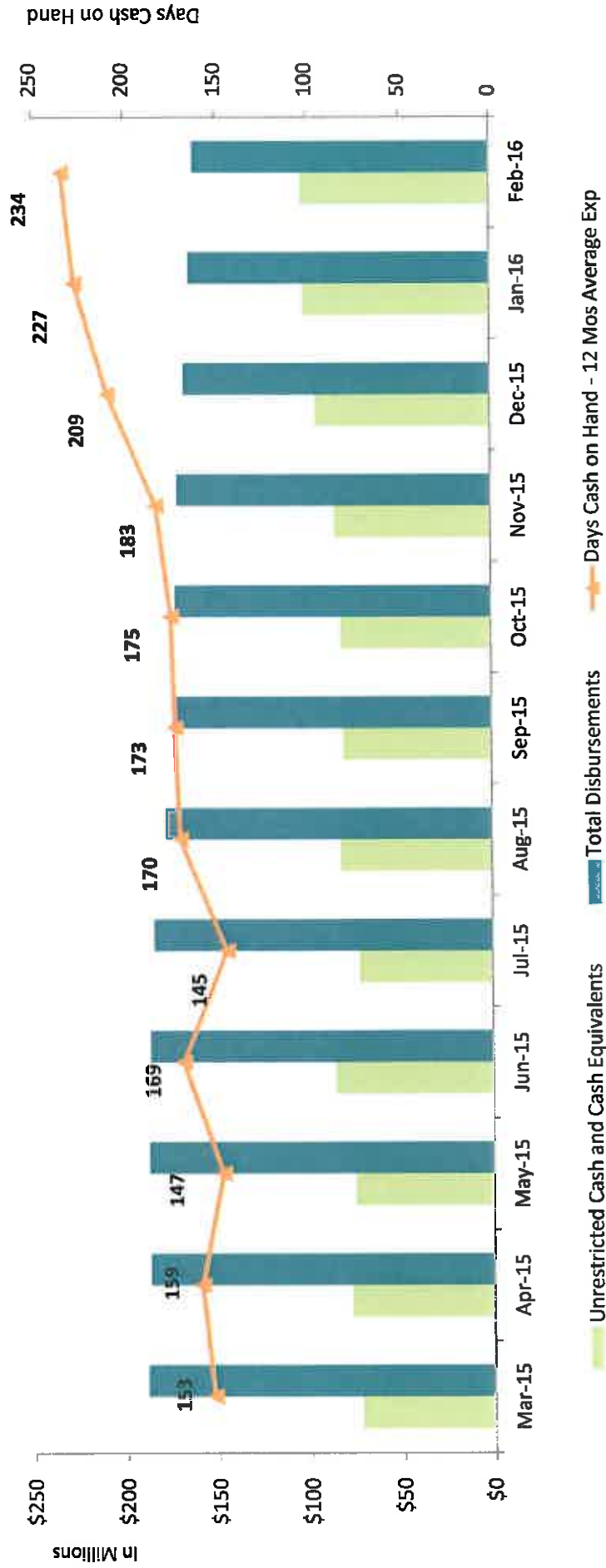
Cash, Investments and Restricted Deposits

Cash, Investments and Restricted Deposits

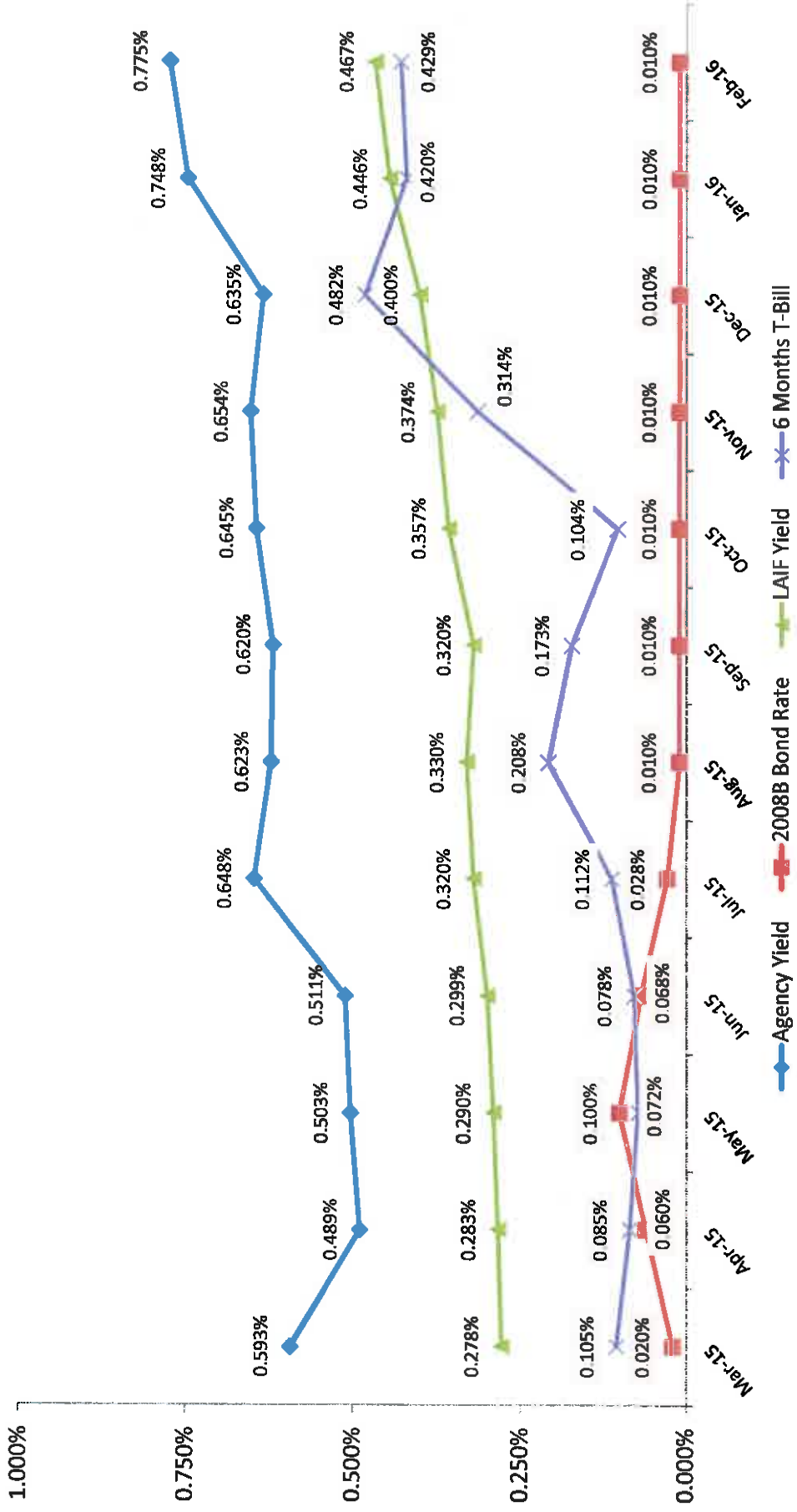


Day Cash on Hand 12 Months Rolling Average

Days Cash on Hand - 12 Mos Rolling



Month End Portfolio Yield Comparison





Questions?

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