



**AGENDA
MEETING OF THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, NOVEMBER 16, 2016
10:00 A.M.**

*Or immediately following the
Joint CBRFA Commission and IEUA Board Meeting*

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

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

FLAG SALUTE

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. NEW HIRE INTRODUCTIONS

- Mr. Chad Bonnett, Electrical & Instrumentation Technician I, hired on 10/10/16 (Greg Barron)
- Mr. Javier Gallegos, Electrical & Instrumentation Technician I, hired on 10/10/16 (Jon Florio)

- Mr. Roberto Delgado, Deputy Manager of Maintenance, hired on 10/24/16 (Randy Lee)

2. CONSENT ITEMS

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

A. MINUTES

The Board will be asked to approve the minutes from the September 21, Board meeting, and October 5, 2016 Board Workshop.

B. ADOPTION OF RESOLUTION NO. 2016-11-1, COMMENDING MAYOR DENNIS YATES FOR HIS 24 YEAR OF SERVICE WITH THE CITY OF CHINO

It is recommended that the Board adopt Resolution No. 2016-11-1, commending Mayor Dennis Yates for his 24 years of public service with the City of Chino, and best wishes on his retirement.

C. SUPPORT OF THE CALIFORNIA WATERFIX PROJECT PROCESS

It is recommended that the Board adopt a support position for the process of developing the California WaterFix Project, noting that an official support position for the project is not recommended until costs are fully disclosed.

D. PROPOSED 2017 FEDERAL AND STATE LEGISLATIVE PRIORITIES

It is recommended that the Board adopt the 2017 Federal and State Legislative Priorities.

E. REPORT OF GENERAL DISBURSEMENTS FOR AUGUST

It is recommended that the Board approve the total disbursements for the month of August 2016, in the amount of \$10,282,194.52.

F. REPORT ON GENERAL DISBURSEMENTS FOR SEPTEMBER

It is recommended that the Board approve the total disbursements for the month of September 2016, in the amount of \$13,658,483.29.

G. ADOPTION OF RESOLUTION 2016-11-2, TO REMOVE THE PER MILLION GALLON SEWER SERVICE RATES

It is recommended that the Board adopt Rate Resolution No. 2016-11-2, to remove the per million gallon (MG) sewer service rate and maintain the equivalent dwelling unit (EDU) volumetric rate as adopted for Fiscal Years (FY) 2015/16 through 2019/20.

H. DEBT MANAGEMENT POLICY UPDATE

It is recommended that the Board approve the updated Debt Management Policy governing all Agency's debt.

I. IEUA AND SAN BERNARDINO COUNTY RECYCLED WATER LETTER AGREEMENT

It is recommended that the Board:

1. Approve the proposed Letter Agreement between IEUA and County of San Bernardino regarding implementing recycled water requests; and
2. Authorize the General Manager to execute the Agreement.

J. RP-4 IMPROVEMENTS BID REJECTION

It is recommended that the Board reject the September 7, 2016, bids for the construction of the RP-4 Improvements, Project No. EN14018.

K. CONTRACT AWARD TO AQUA BEN CORPORATION FOR HYDROFLOC 748E POLYMER

It is recommended that the Board:

1. Approve Contract No. 4600002229 to Aqua Ben Corporation, establishing a one-year contract for supply of Hydrofloc 748E with options for four additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract with the four potential contract extensions.

L. CONTRACT AWARD TO CHEMTRADE FOR BULK ALUMINUM SULFATE

It is recommended that the Board:

1. Approve Contract No. 4600002237 to Chemtrade Chemicals US LLC, establishing a two-year contract for the supply of bulk aluminum sulfate with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract with the three potential contact extensions.

M. CONTRACT AWARD FOR CCWRF CLIMBER SCREENS AND INFLUENT GATES REPAIR

It is recommended that the Board:

1. Award Single Source Contract No. 4600002240 to Misco, Inc. for the Carbon Canyon Water Recycling Facility (CCWRF) climber screens and influent gates repair for a total amount not-to-exceed \$358,000; and
2. Authorize the General Manager to execute the contract.

N. RATIFY CONTRACT FOR THE DECLEZ BASIN RESTORATION OF PHYSICAL STRUCTURES

It is recommended that the Board ratify Contract No. 4600002233 with Jeremy Harris Construction, Inc. (previously authorized by the General Manager) for the Declez Basin Restoration of Physical Structures maintenance activities for a not-to-exceed amount of \$185,808.

O. RP-4 PROJECT MANAGEMENT AND DESIGN SERVICES CONTRACT AWARD

It is recommended that the Board:

1. Award a consultant contract to Carollo Engineers for the Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation Project No. EN17043 and RP-4 Process Rehabilitation Project No. EN17110 for a not-to-exceed total amount of \$1,288,858; and
2. Authorize the General Manager to execute the consultant contract.

P. HEADQUARTERS AUDIOVISUAL DESIGN-BUILD CONTRACT AWARD

It is recommended that the Board:

1. Approve the design-build contract award for the Headquarters Audiovisual Upgrades, Project No. EN16049, to New Millennium Construction Services in the amount of \$831,890; and
2. Authorize the General Manager to execute the design-build contract.

3. ACTION ITEMS – (to be continued after closed session)

A. SARCCUP FY 2017 BUDGET

It is recommended that the Board:

1. Adopt the PA 22 and PA 23 Committee Budgets for Fiscal Year Ending (FYE) 2017 for the SARCCUP; and
2. Authorize the General Manager to execute the requisite documents.

B. RP-1 DEWATERING CENTRIFUGE EMERGENCY REPAIR

It is recommended that the Board:

1. Ratify the emergency purchase of parts and services from Alfa Laval under Purchase Order No. 4500024955 for \$107,880 and Purchase Order No. 4500025219 for \$11,350; and
2. Approve the additional costs associated with centrifuge unit 2 repair and shipping for a total project not-to-exceed amount of \$160,000.

4. INFORMATION ITEMS

- A. LAFCO UPDATE – CASE NO. 3212 (WRITTEN)**
- B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**
- C. SEPTIC TO SEWER FEASIBILITY STUDY UPDATE (POWERPOINT)**
- D. MWD AND DROUGHT UPDATE - STATE WATER PROJECT (POWERPOINT)**
- E. RP-5 BATTERY STORAGE PROJECT UPDATE (POWERPOINT)**

RECEIVE AND FILE INFORMATION ITEMS

- F. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR AUGUST (WRITTEN/ POWERPOINT)**
- G. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR SEPTEMBER (WRITTEN/ POWERPOINT)**
- H. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
- I. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)**
- J. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)**
- K. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)**
- L. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)**
- M. RP-1/RP-5 EXPANSION PRELIMINARY DESIGN REPORT (PDR) UPDATE (WRITTEN/POWERPOINT)**
- N. RECHARGE MASTER PLAN PRELIMINARY DESIGN REPORT UPDATE (WRITTEN/POWERPOINT)**
- O. FY 2015/16 IEUA ANNUAL WATER USE EFFICIENCY PROGRAMS REPORT (WRITTEN/POWERPOINT)**
- P. ANNUAL WATER USE REPORT (WRITTEN/POWERPOINT)**
- Q. FY 15/16 BUILDING ACTIVITY SUMMARY TEN-YEAR GROWTH SURVEY (POWERPOINT)**
- R. 1ST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)**

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

5. **AGENCY REPRESENTATIVES' REPORTS**
 - A. **SAWPA REPORT**
 - B. **MWD REPORT (WRITTEN)**
 - C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**
 - D. **CHINO BASIN WATERMASTER REPORT**
6. **GENERAL MANAGER'S REPORT (WRITTEN)**
7. **BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS**
8. **DIRECTORS' COMMENTS**
 - A. **CONFERENCE REPORTS**

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

9. **CLOSED SESSION**
 - A. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
 1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
 2. Martin vs. IEUA, Case No. CIVRS 1000767
 3. Mwembu vs. IEUA, Case No. CIVDS 1415762
 - B. **PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Supplemental Water Transfer/Purchase
Negotiating Party: General Manager P. Joseph Grindstaff
Under Negotiation: Price and Terms of Purchase
 - C. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

One (1) Case
 - D. **PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: INITIATION OF LITIGATION**

Two (2) Cases

E. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS

1. Various Positions – Compensation Study
2. Various Positions

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

Manager of Internal Audit
Board Secretary/Office Manager

3. ACTION ITEMS – (continued)

C. ADOPTION OF RESOLUTIONS TO AMEND THE MEMORANDA OF UNDERSTANDING AND SALARY MATRIXES/SCHEDULES FOR UNIT MODIFICATION

It is recommended that the Board adopt Resolution Nos. 2016-11-4 and 2016-11-5 to amend the Supervisors' Unit, General Unit and the Professional Unit Memoranda of Understanding (MOUs) and salary matrix/schedule to reflect a unit modification

10. ADJOURN

*A Municipal Water District

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

Proofed by: 

Declaration of Posting

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, November 10, 2016.


April Woodruff

**CONSENT
CALENDAR
ITEM**

2A



**MINUTES OF THE REGULAR
MEETING OF
THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, SEPTEMBER 21, 2016
10:00 A.M.**

DIRECTORS PRESENT:

Terry Catlin, President
Michael Camacho, Vice President
Steven J. Elie, Secretary/Treasurer
Jasmin A. Hall
Paul Hofer

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Martha Davis, Executive Manager of Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Chief Financial Officer/AGM
Blanca Arambula, Deputy Manager of Human Resources
Kathryn Besser, Manager of External Affairs
Sharmeen Bhojani, Manager of Human Resources
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Lucia Diaz, Facilities Program Supervisor
Warren Green, Manager of Contracts and Facility Services
Jason Gu, Grants Officer
Sally Lee, Acting Executive Assistant
Sylvie Lee, Manager of Planning and Environmental Resources
Liza Munoz, Senior Engineer
Jeff Noelte, Manager of Technical Services
Kanes Pantayatiwong, Manager of Business Information Services
John Scherck, Acting Deputy Manager of Engineering
Peter Soelter, Senior Internal Auditor LT
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Marty Cihigoyenette, JC Law Firm
Vivian Castro, CBWCD
Greg Tross, JC Law Firm

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Catlin called the meeting to order at 10:07 a.m., and he led the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda.

1. **CONSENT CALENDAR**

President Catlin asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion.

Upon motion by Director Camacho, seconded by Director Hall, and unanimously carried:

M2016-9-1

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the August 3, 2016, August 17, 2016, and September 7, 2016 Board meeting.
- B. Approved the total disbursements for the month of July 2016, in the amount of \$16,671,215.80.
- C. The Board approved the carry forward of open encumbrances and non-encumbered commitments related budget in the amount of \$12,511,488 for FY 2015/16 to FY 2016/17.
- D. The Board approved a 4-year software maintenance contract renewal for mySAP Business Suite, U.S. Payroll Tax Processing (TaxFactory) and SAP BusinessObjects products for a not-to-exceed amount of \$179,019 annually, excluding applicable taxes.
- E. The Board:
 - 1. Approved Master Service Contract No. 4600002193 to DRH2O LLC of Irvine, California for a five-year contract (two year firm-fixed price with three, one-year options to extend) to provide Oxygen Transfer Efficiency Measurement Services for a not-to-exceed amount of \$250,000; and
 - 2. Authorized the General Manager to execute the contract.
- F. The Board:
 - 1. Adopted Resolution No. 2016-9-2, approving and adopting the Initial Study/Mitigated Negative Declaration, and the Mitigation Monitoring and Reporting Program as a CEQA-Responsible Agency; and
 - 2. Authorized IEUA's General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

Continued....

G. The Board:

1. Approved membership in the Coalition for Environmental Protection, Restoration and Development for FY 2016/17, in the amount of \$25,000; and
2. Authorized the General Manager to pay the annual dues.

H. The Board:

1. Adopted Resolutions No. 2016-9-3, amending the salary schedule/matrix for the Unrepresented, Executive Management, Laboratory Unit, Operators' Association, Professional Unit and General Unit; and
2. Adopted Resolution No. 2016-9-4, amending the salary schedule/matrix for the Supervisors' Unit; and
3. Adopted Resolution No. 2016-9-5, amending the Memorandum of Understanding (MOU) for the Supervisors' Unit, by adopting a Side Letter of Agreement.

I. The Board adopted Resolution No. 2016-9-6, approving an amendment to the 2013–2018 Memorandum of Understanding (MOU) for the General Unit Employees

J. The Board approved the appointment of IEUA's Santa Ana Watershed Project Authority (SAWPA) Commissioner to serve as the alternate committee member to the PA 23 Committee

K. The Board:

1. Approved the Imported Water Service Connection Shared Use Agreement with Western Municipal Water District; and
2. Authorized the General Manager to execute the agreement.

L. The Board approved Resolution No. 2016-9-1, establishing allocations for the purchase of imported water within the IEUA service area.

M. The Board:

1. Adopted the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration for the Fontana Water Company Recycled Water Improvement Project; and
2. Authorized the General Manager to file the Notice of Determination (NOD) with the San Bernardino County Clerk of the Board.

Continued....

M2016-9-1, continued.

N. The Board:

1. Awarded the construction contract for the Water Quality Laboratory Solar System Project No. EN15008, to Electric Service and Supply Co. in the amount of \$259,300; and
2. Authorized the General Manager to execute the construction contract.

O. The Board:

1. Awarded the consulting engineering services contract for the RP-5 Recycled Water Pipeline Bottleneck Project No. EN14043, to Stantec Consulting Services, Inc., for the not-to-exceed amount of \$201,987; and
2. Authorized the General Manager to execute the consulting engineering services contract.

P. The Board:

1. Approved the consulting engineering services contract award for the Recycled Water Hydraulic Modeling, Project Nos. EN17011/EN18011/EN19011, to Carollo Engineers, Inc. for a not-to-exceed amount of \$300,000; and
2. Authorized the General Manager to execute the contract.

2. ACTION ITEM

A. SAN BERNARDINO AVENUE GRAVITY SEWER CONSTRUCTION CONTRACT AWARD AND AGREEMENT AMENDMENTS

Manager of Engineering Shaun Stone gave a PowerPoint presentation on the San Bernardino Avenue gravity sewer construction contract award and the agreement amendments. He stated that the location of the project is in the unincorporated portion of San Bernardino County in the Fontana sphere of influence. Mr. Stone stated that in November 2015 agreements were executed with the City of Fontana, Prologis, California Steel Industries, and the Auto Club Speedway for the Agency to construct a permanent sewer system. In January 2016, a temporary bypass sewer was installed at the Wastewater Treatment Plant (WWTP). In July 2016, the design of the permanent sewer system was completed by TKE Engineering. He stated that the system consists of 1,300 linear feet of gravity sewer pipeline, construction of 9 manholes and lateral connections all connecting to the San Bernardino Lift Station, which discharges for RP-4. He reported that 5 bids were received on August 16, 2016, with Ferriera Construction Company as the lowest responsive and responsible bid. He noted that staff received one bid protest citing a mathematical error; however, General Counsel determined that it did not give the low bidder any advantage. Mr. Stone reported that if the construction contract for \$992,240 is awarded today, construction will begin immediately, with completion expected in February 2017.

Mr. Stone further noted that in the agreements, the total capital cost for the project was initially estimated to be \$900,000 of which each party would be responsible for \$300,000. If the capital cost exceeded this amount due to the bids, the agreements provided the ability for the parties to renegotiate the increased costs. He reported that after receiving the bids, the total project cost, which included the utility survey and potholing cost must be revised to \$1,320,000 of which \$440,000 would be allocated to each party, which now requires the agreement cost share provision to be amended.

Upon motion by Director Elie, seconded by Director Hall, and unanimously carried:

M2016-9-2

MOVED, to:

1. Approve the construction contract award for the San Bernardino Avenue Gravity Sewer, Project No. EN16071, to Ferreira Construction Company for \$992,240; and
2. Authorize the General Manager to execute the construction contract and to amend the Agreements

B. RP-1 MIXED LIQUOR PUMPS AND AERATION BASIN PANEL REPAIRS CONSTRUCTION AWARDS

Manager of Engineering Shaun Stone gave a PowerPoint presentation on the RP-1 mixed liquor return pumps and aeration basin panel repairs. Mr. Stone stated that the RP-1 Mixed Liquor Return (MLR) Pumps project is expected to assist RP-1 in meeting the nitrogen removal for recycled water use. He said that the Facilities Master Plan states, "RP-1 is near capacity at current flows to meet the 8mg/L requirement and improvement is needed to be the 5 mg/L Groundwater Recharge (GWR) Total Nitrogen (TN) permit requirements." He further stated that this project provided the most cost effective and timely relief of the RP-1 capacity challenges, and will delay the need for a large-scale construction at RP-1 for at least 10 years. Mr. Stone stated that the Aeration Basin Panel Repair project is to repair the aeration panels in all six aeration basins. He said that this is a routine maintenance project scheduled by Maintenance department for this year. It was decided that since the MLR pumps project required a full aeration basin shutdown, to use this time to complete the aeration basin panel repair/replacement. Mr. Stone commented that this would minimize operational disruptions and provide economies of scale in the construction contract. Mr. Stone reported that four bids were received, and J.F. Shea Construction was the lowest prequalified, responsive, and responsible bidder with a bid price of \$6,633,000 (\$4,888,000 for MLR, and \$1,745,000 for panel repairs). Mr. Stone noted that based on the bid results and anticipated total project cost, staff is requesting a total project budget amendment for the RP-1 MLR Pumps Project No. EN16024 of \$371,000 revising the budget from \$6,265,000 to \$6,636,000. The construction award and the engineering services during construction amendment in the amount of \$5,083,000 will be within the revised total project budget of \$6,636,000 in the Regional Wastewater Capital (RC) Fund. Projected expenditures for the FY will be within the approved fiscal year budget. Mr. Stone further noted that in addition to the construction contract award, staff requests an amendment to the existing contract with RMC to include engineering services during construction, increasing the contract from \$467,711 to \$670,711. He stated that if staff recommendations are approved, completion is expected in January 2018.

Upon motion by Director Camacho, seconded by Director Elie, and unanimously carried:

M2016-9-3

MOVED, to:

1. Award a construction contract for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024 and RP-1 Aeration Basin Panel Repairs, Project No. EN17040, to J.F. Shea Construction, Inc., in the amount of \$6,633,000; and
2. Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$203,000;
3. Approve total project budget amendment for RP-1 Mixed Liquor Return Pumps, Project No. EN16024 in amount of \$371,000; and
4. Authorize the General Manager to execute the construction contract, contract amendment, and budget amendment.

C. 2016 PRADO BASIN ADAPTIVE MANAGEMENT PLAN

Manager of Planning and Environmental Compliance Sylvie Lee stated that staff is recommending that the Board approve the proposed cost sharing for the Prado Adaptive Management Plan for the O & M costs. She stated that in 2010, the IEUA Board adopted the programmatic environmental impact report (EIR) for the hydraulic control pursuant to the Peace II documents. She said as a result, staff was able to implement the hydraulic control, reoperation of the Chino Basin, and the use of recycled water. She reported that one of conditions of the EIR, was the formation of the Prado Basin Habitat Sustainability Committee (Committee). She stated that one of the sections that is to be developed is an actual plan on how the Committee would operate - so when actions are taken it would not adversely affect the Prado Basin riparian habitat. Ms. Lee further stated to accomplish this there are two components – one-time start-up cost and an ongoing O&M cost. She said the one-time start-up cost of \$770,000 include the construction of some monitoring wells. She stated that the ongoing O&M cost are associated with a Riparian Habitat Monitoring Program; Climate Monitoring Program to collect data on an annual basis; preparation of the Adaptive Management Plan annual report; and annual license fees for monitoring wells. She noted that the first year O&M expense to be cost shared between IEUA and the Chino Basin Watermaster is \$400,000, with IEUA's share being \$150,000. She further noted that the projected future years' expenses is estimated at \$150,000, with each agency's share of \$75,000. The cost share agreement and the Prado Adaptive Management Plan were approved by the CBWM Board in August 2016.

Upon motion by Director Elie, seconded by Director Camacho, and unanimously carried:

M2016-9-3

MOVED, to approve the proposed cost share for the ongoing O&M of the Prado Adaptive Management Plan.

3. INFORMATION ITEMS

A. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

Deputy Manager of Engineering John Scherck provided and PowerPoint presentation on the Engineering and Construction Management Project Updates. He highlighted the following projects - RP-5 Equalization and Effluent Monitoring, Lower Day Basin, RP-1 Flare Improvements, Montclair Diversion Structure Rehabilitation, and the Napa Lateral.

B. WATER SOFTENER REBATE PROGRAM STATUS REPORT (WRITTEN)

Manager of External Affairs Kathy Besser provided an update on the Water Softener Rebate Program. She noted that to date, the water softener prohibition ordinance revisions have been adopted by the following member agencies; City of Montclair, City of Upland, City of Fontana, and Cucamonga Valley Water District. She noted that the cities of Chino, Chino Hills and Ontario has not yet adopted an IEUA's Water Softener Ordinance. Ms. Besser commented that the Water Softener Rebate Program continues to be an important part of the Agency's water quality objective.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

C. RECYCLED WATER SEMI-ANNUAL UPDATE FY 2015/16 AND THE ANNUAL RECYCLED WATER REPORT FOR FY 2015/16 (POWERPOINT)

D. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/ POWERPOINT)

E. FY 2015/16 FOURTH QUARTER BUDGET VARIANCE, PERFORMANCE GOALS UPDATES, AND BUDGET TRANSFERS (WRITTEN/POWERPOINT)

F. MASTER TRADE CONTRACTS AUDIT & RESPONSE (WRITTEN)

G. INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR SEPTEMBER 2016 (WRITTEN)

H. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

I. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

J. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

K. LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES (WRITTEN)

L. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

M. STATE LEGISLATIVE TRACKING MATRIX (WRITTEN)

4. AGENCY REPRESENTATIVES' REPORTS

A. SAWPA REPORT

President Catlin reported that the September 20 SAWPA Commission meeting was routine with no significant items to report.

B. MWD REPORT

Director Camacho stated that there was nothing to report.

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

President Catlin reported that the Policy Committee approved the construction contract award for RP-1 mixed liquor return pumps and aeration basin panel repairs at the September 1 Regional Sewerage Program Policy Committee meeting.

D. CHINO BASIN WATERMASTER REPORT

Director Elie reported that there is a tentative ruling from the Judge on safe yield. There was lengthy discussion, which is complicated and clarification from the Judge will be necessary.

5. GENERAL MANAGER'S REPORT

General Manager Joseph Grindstaff reported that yesterday (September 20), Ms. Kathy Tiegs set up a meeting with Mr. Tim Quinn, Ms. Celeste Cantu and him to discuss water and what ACWA sees as big issues moving ahead for both ACWA and IEUA, and how these issues will be dealt with. Discussion ensued regarding what is happening on the Colorado River when they declare shortage and how it may become very contentious. He reported that they discussed the Salton Sea being a major issue, as well as the Delta is not looking positive. Also discussed in length is with the new Federal administration, how do we move ahead. He stated they spoke about how to participate in facilitating an effort to bring about a consensus moving ahead. Mr. Grindstaff also reported for the last couple of weeks, IEUA participated, as part of the data collaborative, in a conference at Stanford University on discussions on how data can help as we move ahead. He also reported that last Friday (September 16), he participated in the Governor's Office hosted a workshop on recycling.

6. BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no requested future agenda items from the Board of Directors.

7. BOARD OF DIRECTORS' COMMENTS

Director Elie commented that last Friday (September 16), he spoke to Santa Ana Regional Water Quality Control Board (SARWCB) on the proposed Ontario Plume clean-up agreement. He reported that they were very receptive to the agreement. He also reported that on September 13, he attended the Chino Basin Watermaster Workshop on Watermaster Committees and Board roles and responsibilities, held at the Frontier Project at CVWD.

Director Jasmin Hall commented that on September 13, she attended the Chino Basin Watermaster Workshop on Watermaster Committees and Board roles and responsibilities. She mentioned that all stakeholders were invited and she found it to be informative. On September 16, she attended Senator Liu's Thank You Reception for SD25. Director Hall also attend the September 19, Association of San Bernardino County Special District Dinner Meeting in San Bernardino. She stated that the guest speaker was Mr. Chris Palmer, CSDA Southern California Public Affairs Field Coordinator, who addressed the membership on the Little Hoover Commission.

General Counsel Jean Cihigoyenatche announced the addition for Closed Session:
PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4) – INITIATION OF LITIGATION

8. CLOSED SESSION

The Board went into Closed Session at 10:52 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Martin vs. IEUA, Case No. CIVRS 1000767; (3) Mwembu vs. IEUA, Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff, Under Negotiation: Price and Terms of Purchase; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9 – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Four (4) Cases

The meeting resumed at 12:50 p.m., and General Counsel Jean Cihigoyenatche stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel - Initiation of Litigation:

The Board took no reportable action.

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

Martin vs. IEUA, Case No. CIVRS 1000767

The Board took no reportable action.

Regarding Conference with Legal Counsel – Existing Litigation:

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board did not discuss.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

All four cases

The Board took no reportable action.

Regarding Personnel Matters:

Various Positions – Compensation Study

Various Positions

The Board took no reportable action.

With no further business, President Catlin adjourned the meeting at 12:52 p.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: OCTOBER 19, 2016



**MINUTES OF THE
WORKSHOP
OF
THE BOARD OF DIRECTORS
OF
THE INLAND EMPIRE UTILITIES AGENCY*
WEDNESDAY, OCTOBER 5, 2016
10:00 A.M.**

DIRECTORS PRESENT:

Terry Catlin, President
Michael Camacho, Vice President
Steven J. Elie, Secretary/Treasurer
Jasmin A. Hall
Paul Hofer

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/Assistant General Manager
Randy Lee, Executive Manager of Operations/Assistant General Manager
Christina Valencia, Chief Financial Officer/Assistant General Manager
Kathy Besser, Manager of External Affairs
Sharmeen Bhojani, Manager of Human Resources
Jerry Burke, Deputy Manager of Engineering
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Warren Green, Manager of Contracts and Facility Services
Paula Hooven, Financial Analyst II
Sylvie Lee, Manager of Planning & Environmental Resources
Jason Marseilles, Senior Engineer
Stephanie Riley, External Affairs Analyst
Jeanette Smith, Financial Analyst I
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
Jeff Ziegenbein, Manager of Regional Compost Authority
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Vivian Castro, CBWCD
Jean Cihigoyenette, JC Law Firm
Satish Kamath, Parsons
Joanna Valenzuela, Assemblymember Freddie Rodriguez

A meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A., Chino, California on the above date.

President Catlin called the meeting to order at 10:05 a.m., and he led the pledge of allegiance to the flag. A quorum was present.

President Catlin stated that members of the public may address the Board. There was no one desiring to do so.

President Catlin asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda. President Catlin stated that he will be reordering the agenda to allow time for Director Hall to arrive to hear the IEUA Board of Directors Standing Committees Workshop presentation.

1. WORKSHOP

RP-1 AND RP-5 EXPANSION PDR WORKSHOP NO. 2

Senior Engineer Jason Marseilles noted that in Board Workshop No. 1, the Board made two key decisions; to convert to a membrane bioreactor system for the RP-5 secondary treatment system, and to expand RP-5 to 30 million gallons per day (MGD), which is the ultimate flow of the facility. Mr. Marseilles said that the membrane technology is going to replace the Agency's existing secondary clarifiers and tertiary filters and improve water quality. He stated that the turbidity is 10 times lower than the current technology. He further Stated that a great benefit is that it operates at a higher suspended solids concentration; and therefore, can do more treatment in the existing space. Mr. Marseilles provided a walk-through of the RP-5 liquids treatment, RP-5 solids treatment, organics diversion and food waste, digester gas utilization, and the estimated project costs for each alternative. He stated that the project team has been conducting a liquids and solids treatment alternative analysis. He stated that this consisted of reviewing and analyzing multiple alternatives; completing business case evaluations; and selecting the lowest cost alternative for each treatment system.

Mr. Marseilles stated that the recommendation for the RP-5 liquids expansion consists of the following components:

- Influent pump station expansion;
- Headworks improvements including bar screens, vortex grit chambers, fine screens for Membrane Bio-Reactors (MBR), and a screenings and grit building;
- Two primary clarifiers;
- Existing aeration system upgrades;
- Demolition of two clarifiers; and construction of a 30 MBR system for improved water quality; as was recommended during Board Workshop #1;
- UV disinfection system; and
- Centralized odor control facility.

Mr. Marseilles Ssated that the estimated project cost for the recommended RP-5 Liquids Expansion is \$160 millions (M).

Director Elie asked what is the projected MGD. Mr. Grindstaff Stated that this plant is currently at 15 MGD, and that this expansion will double the treatment capacity to 30 MGD. Mr. Grindstaff further stated that one of the advantages of going to MBR is that the aeration basins would not need to be increased in size, only the density of the solids in the aeration basins. Mr. Grindstaff stated this is one of the advantages for using membranes in the secondary treatment process. Director Elie noted that this is a 15 MGD addition, which is equivalent to approximately \$10 million per million gallons of treatment.

President Catlin inquired that with the facility influent concentrations increasing due to conservation efforts, will this expansion accommodate that. Mr. Grindstaff replied, yes.

Mr. Marseilles provided a walk-through of the recommend Phase I - Biosolids only - RP-5 Solids Treatment Facility. Mr. Marseilles Stated that the RP-5 Solids Treatment Facility recommendations consist of the following components:

- Solids Thickening using Rotary Drum Thickeners;
- Phased Digestion including acid phase digesters and methane digesters - this process is similar to the process at RP-1;
- 3 days of digested sludge storage;
- Centrifuge Dewatering , 1 day of biosolids cake storage, and centrate equalization; and
- Digester gas treatment and gas flaring.

Mr. Marseilles stated that the estimated project cost for the Phase I - Biosolids only - RP-5 Solids Treatment Facility is approximately \$148M.

Mr. Marseilles noted that to reach ultimate capacity of the RP-5 biosolids treatment, the following would need to be added:

- 1 rotary drum thickener;
- 1 acid phase digester and methane phase digester; and
- 1 centrifuge.

He stated that the incremental cost for this additional equipment is approximately \$18M and the cost to complete the ultimate project at this time would be \$166M.

President Catlin asked to know how the cost translates to unit cost for the debt service. Chief Financial Officer Christina Valencia responded that it would depend on how much the Agency will need to borrow. She stated that the current refunding of the 2008A Revenue Bonds and future collection of new connections fees and property taxes will determine how much of the project will be funded on a pay-go basis and the amount of new borrowings needed.

Mr. Marseilles reported that the State has passed numerous bills to increase recycling, divert organics from landfills, and reduce short-lived climate pollutants and greenhouse gases. He stated that this has culminated into the passage and signing of the Agency supported SB 970 (August 2016), which provides funding opportunities for Organics Diversion projects at wastewater treatment plants.

Mr. Grindstaff said that the State wants to reduce methane from landfills because they capture only 50% of the methane gas. He said the State wants to capture 90% or more of the methane. The State began implementing regulations that take effect over the next 10 years. The State wants leverage excess capacity in wastewater agencies to be willing to take the organic waste that currently ends up in landfills. Mr. Grindstaff reported that SB 970 was the Agency's effort, and it says that if the State wants wastewater agencies to take on the solid waste requirement, there should be grants to help support the costs. He stated that the wastewater customers should not be required to pay the costs of meeting a solid waste requirement. He noted that this effort will be costly and involve a lot of work from the cities to implement, and if it ultimately comes to the Agency, it will be very costly for the Agency as well.

Director Elie noted that the Agency has spent a lot of time on SB 970, trying to find ways to get it funded to help the cities divert the food waste.

Director Hofer mentioned that these mandates from the legislature can often change everything. He stated that if implemented, the Agency will need a delivery system,

whether it's a waste line that only carries the industrial waste, or hauling stations for trucks pulling in and out. He stated that there will be a lot of things added on to this. But at the end of the day, the only place where the money comes, whether it's from a grant or from taxpayers, is from the people who go out and work and pay taxes.

Director Elie stated that Director Hofer is correct; however, if we could help the environment and help our member agencies, then it is the right thing to do.

Mr. Marseilles stated that with the State's objective to divert organics from landfills, there is a large need for processing and treatment of this material. He said that Organic Diversion is a complex issue and requires a regional solution. He reported that during the Pre-Design Report (PDR) process, the project team has analyzed multiple different options for treating food waste in the Agency facilities. He presented the following alternatives.

Alternative 1 – No food waste is treated in the Agency and RP-5 is constructed for biosolids treatment only. He stated that this alternative is provided as a base case.

Alternative 2 – 50,000 gallons per day (gpd) of food waste treatment. This is achieved through co-digestion in the new RP-5 Solids Treatment Facility. Mr. Marseilles stated that the estimated RP-5 Solids Treatment Facility project cost with co-digestion food waste treatment is approximately \$195M, which is a cost increase of \$47M over biosolids only treatment.

Alternative 3 – 100,000 gpd of food waste treatment. This is achieved through a separate food waste anaerobic digestion process at RP-5 Handling Facility. Mr. Marseilles stated that the estimated RP-5 Solids Treatment Facility project cost with food waste treatment at the RP-5 Solids Handling Facility is approximately \$191M, which is a cost increase of \$44M over biosolids only treatment.

Mr. Grindstaff asked if Alternative 3 included improvements for at RP-5 Solids Handling Facility. Staff replied that it would include improvements for the receiving station, as well as the pumping station to RP-5. It does not include improvements, such as repair and replacement costs, required for the digesters at RP-5 Solids Handling Facility. He stated, however, under this alternative the processes downstream of the digesters at RP-5 Solids Handling Facility would be constructed at the RP-5 Solids Treatment Facility to provide more efficient operations and this is included in the cost estimate.

Discussion ensued regarding the comparable cost benefits of a third party to continue the collection and treatment of food waste.

President Catlin stated that if the Agency is not providing any cost saving benefit or operational efficiencies, which would translate to cost saving benefits by doing food waste processing, then the Agency should not do it.

Mr. Marseilles stated that for both Alternative 2 and 3, it is recommended to establish a tipping fee, require a minimum volume of food waste, and seek grant opportunities to reduce the capital costs.

Director Elie asked if the Agency would be regulated by the Public Utilities Commission (PUC), or the Waste Management Board on tipping fees. Staff responded – no.

Director Elie asked if Phase I has already been approved. Mr. Grindstaff stated that this is the pre-design report phase through the Board workshops. He stated after the completion of the workshops, the preliminary design report will be finalized and the design

phase will begin. Mr. Grindstaff stated that at the end of the design phase, approximately 2 years from now, there will be an award for construction contracts. He stated within the design phase, there will be further discussions on having things in the contract that are deducts that we could subtract out, if it is decided not to build them. Mr. Grindstaff Stated that further discussion are necessary before a recommendation is made.

Director Hofer asked what is the layman's definition to Organics Diversion. Staff responded relative to this project it is solids food waste, fats-oils-grease (FOG), and high strength liquids (industrial by-products), that could be put into a digester to convert to gas.

Mr. Marseilles said that based on this current analysis, the estimated incremental cost to include food waste in the Agency is in excess of \$40M, which will place undo capital risk on the Agency. He reported that an Organics Diversion Alternative recommendation is not recommended at this time.

Mr. Marseilles stated however that the following is recommended for future Organics Diversion:

- Site plan RP-5 Solids Treatment Facility and RP-5 Solids Handling Facility for Alternate 3;
- Construct a hybrid food waste system, which minimized cost and maximizes treatment capacity;
- Continue discussions with cities and waste service providers; and
- Further develop a regional solution before selecting an alternative.

Mr. Marseilles stated that the hybrid food waste system at RP-5 Solids Treatment Facility and RP-5 Solids Handling Facility would have the ability to provide approximately 50,000 gpd of food waste treatment through 2035 and will require the following recommended additional systems:

- A receiving and pumping station at RP-5 Solids Handling Facility;
- Digestion improvements for thermophilic operation;
- One additional centrifuge and larger biosolids cake storage; and
- A methanol chemical injection system

He stated that the recommended project cost is approximately \$165M, an increase of \$18M over the biosolids only alternative.

Mr. Marseilles reported that during the PDR process, the project team has analyzed multiple options for digester gas utilization including internal combustion, micro-turbines, combined RP-1 and RP-5 gas systems, pipeline injection, and compressed natural gas. He noted that the results of the Business Case Evaluation were heavily influenced by regulations and market incentives for pipeline injection and compressed natural gas vehicle fuel stations. He mentioned that it is difficult to predict the future State of these regulations and incentives. He stated that the project team recommends a stepped approach focusing on the short-term needs for digester gas utilization. Mr. Marseilles provided four alternatives:

- Alternative 1, Operate the existing REEP engines with gas emissions improvement
- Alternative 2, Install a new 1.5 MW engine with gas treatment
- Alternative 3, Pipeline injection
- Alternative 4, A compressed natural gas station

Mr. Marseilles stated that based upon the project teams' analysis of the four alternatives, Alternative 1 is the recommended alternative, for the following reasons:

- No additional power generation is required for ultimate biosolids only treatment system;
- No additional power generation is required for the recommended RP-5 Solids Treatment Facility including the recommended food waste treatment system through 2025;
- Allows for further development of the Regional Organics Diversion solution; and
- Allows for the structuring of regulations and incentive markets.

Mr. Marseilles concluded by stating that based upon the recommendations provided, the estimated project cost for the recommended RP-5 Liquids Expansion is \$160M, and the estimated project cost for the recommended RP-5 Solids Treatment Facility with food waste treatment is approximately \$165M. He stated that the recommended RP-5 Expansion project estimated cost is \$325M.

IEUA BOARD OF DIRECTORS STANDING COMMITTEES WORKSHOP

External Affairs Analyst Stephanie Riley gave a PowerPoint presentation on the IEUA Board of Directors Standing Committees. She stated that upon request of the Board to evaluate the organization and purpose of the committees, an overview of the functions of the standing committees of the Board was provided. Ms. Riley identified the items to be taken through each committee; and recommended written guidelines for the standing committees. Ms. Riley reported that she surveyed seven similar agencies and her findings determined the following proposed restructuring:

CURRENT	PROPOSED
Public, Legislative Affairs & Water Resources Committee	Community & Legislative Affairs Committee
Engineering, Operations & Biosolids Management Committee	Engineering, Operations, & Water Resources Committee
Finance, Legal & Administration Committee	Finance, Audit & Administration Committee
Audit Committee	(Combined Above)

Ms. Riley reviewed the proposed committee charge and recommended items going to each committee. She stated that after the Board reviews and submits comments, these will be incorporated and presented to the Board for approval and implementation.

With no further business, President Catlin adjourned the meeting at 11:30 a.m.

Steven J. Elie, Secretary/Treasurer

APPROVED: NOVEMBER 16, 2016

**CONSENT
CALENDAR
ITEM**

2B

Date: November 16, 2016

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

Subject: Adoption of Resolution No. 2016-11-1, Commending Mayor Dennis Yates for his 24 Years of Service with the City of Chino

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2016-11-1, commending Mayor Dennis Yates for his 24 years of public service with the City of Chino, and best wishes on his retirement.

BACKGROUND

Mayor Yates was elected to the Chino City Council in 1992; and elected as the Mayor of the City of Chino in 2004. Mayor Yates has been elected as a Governing Board Member for SCAQMD, Omitrans, and San Bernardino Associated Governments. He has also served as a Council Representative to the Chino Valley Fire District Board, Chino Valley Public Agency Cooperative, Chino Planning Commission, Community Service Commission, Chino Valley Chamber of Commerce, Inland Empire Utilities Agency Policy Committee, and the City Manager Committee.

Mayor Yates served on the United States Air Force from 1966-1970, receiving the United States Air Force Commendation Medal.

This Resolution will be formally presented, along with best wishes, to Mayor Yates at his last Chino City Council meeting on Tuesday, December 6, 2016.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2016-11-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, COMMENDING MAYOR DENNIS R. YATES FOR 24 YEARS OF SERVICE WITH THE CITY OF CHINO

MAYOR DENNIS R. YATES

WHEREAS, Mayor Dennis R. Yates, is retiring from the City of Chino after 24 years of exemplary service; and

WHEREAS, Mayor Dennis R. Yates, was elected to the Chino City Council in 1992 and elected as the Mayor of the City of Chino in 2004; and

WHEREAS, as the Mayor of the City of Chino, Dennis R. Yates has been elected as a Governing Board Member for SCAQMD, Omnitrans, and San Bernardino Associated Governments; and

WHEREAS, Mayor Dennis R. Yates has also served as a Council Representative to the Chino Valley Fire District Board, Chino Valley Public Agency Cooperative, Chino Planning Commission, Community Services Commission, Chino Valley Chamber of Commerce, Inland Empire Utilities Agency Sewage Policy Committee, and the City Manager Committee; and

WHEREAS, Mayor Dennis R. Yates served on the United States Air Force from 1966-1970, receiving the United States Air Force Commendation Medal; and

WHEREAS, In addition to Mayor Dennis R. Yates' career with the City of Chino, he has served as the President Emeritus of Chino Pop Warner Youth Football for 31 years; and

NOW, THEREFORE, BE IT RESOLVED, that the Inland Empire Utilities Agency's Board of Directors does hereby publicly extend its most sincere appreciation to Mayor Dennis R. Yates for his 24 years of dedicated service as a Council Member and Mayor of the City of Chino. His exemplary work ethic and dedication to the City and the residents of Chino are to be commended.

ADOPTED this 16th day of November, 2016.

Terry Catlin, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Steven J. Elie, Secretary of the Inland Empire Utilities
Agency* and of the Board of Directors
Thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency*, DO HEREBY CERTIFY that the foregoing Resolution being No. 2016-11-1, was adopted at a regular Board Meeting on November 16, 2016, of said Agency by the following vote:

AYES: Hall, Elie, Camacho, Hofer, Catlin
NOES: None
ABSTAIN: None
ABSENT: None

Steven J. Elie, Secretary

*A Municipal Water District

**CONSENT
CALENDAR
ITEM**

2C

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Public, Legislative and Water Resources Committee (11/9/16)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Kathy Besser
Manager of External Affairs

Subject: Support of the California WaterFix Project Process

RECOMMENDATION

It is recommended that the Board of Directors adopt a support position for the process of developing the California WaterFix project, noting that an official support position for the project is not recommended until costs are fully disclosed.

BACKGROUND

Approximately 30% of Southern California's water comes from the State Water Project (SWP), the largest state-built water and power system in the nation. The project serves nearly 25 million Californians from the Bay Area to San Diego. The SWP is operated and maintained by the California Department of Water Resources (DWR). The SWP was built over 50 years ago, so the system is in need of significant infrastructure and efficiency improvements.

Previously called the Bay Delta Conservation Plan (BDCP), the purpose of the California WaterFix is to provide California with a secure and reliable water source, protecting against seismic activity, climate change and environmental decline. The original BDCP included a habitat restoration plan. WaterFix splits conveyance improvements from habitat. To ensure habitat restoration remained a key component in these efforts, DWR created a program called EcoRestore. The WaterFix project includes the construction of two tunnels up to 150' below ground designed to protect water supplies, construction of three new intakes and protection against water supply disruption from failure of aging levees. The total project is currently estimated at \$15 billion. However, how the project is going to be funded, as well as how the costs will be split between state and federal governments, as well as within California between the central valley and southern California is still unknown.

The IEUA Board of Directors and member agencies have done a tremendous job improving local supplies and reliability, with 70% of the region's water coming from local sources. IEUA and its

member agencies have spent hundreds of millions of dollars improving treatment systems, expanding pipelines, developing recycled water, capturing stormwater and developing conservation programs to ensure there is sufficient water for today and for future generations. Even with our growing reliance on local supplies and water efficiency, IEUA's service area still uses the SWP to meet 30% of the basin's water needs. The service area does not receive any water from the Colorado River due to its high salinity content, making SWP water important for ensuring sustainable and reliable provision of regional water supplies.

In October 2016, the Metropolitan Water District of Southern California (MWD) requested that IEUA include its logo, along with Eastern and Western Municipal Water Districts, on an Inland Empire-focused California WaterFix fact sheet. The fact sheet provides detailed information regarding the water challenges California is facing, as well as potential benefits of the WaterFix project within the Inland Empire region. The benefits include preserving quality of life, protecting the region's largest water supply, surviving droughts, maintaining high quality water, and improving the ability to capture big storms. The fact sheet also explains how the WaterFix fits into long-term water strategies of increasing local supplies to create drought resiliency.

The MWD Board of Directors has not yet taken a formal position on the California WaterFix; however, they have voted to support the process. According to MWD staff, they expect a position to be taken once the costs have been determined. In October 2015, IEUA sent written comments, which included support of the WaterFix process, but the Agency has yet to take an official position on this project. Since 2009, IEUA has continuously included the support of this process within the legislative priorities each year.

Final state and federal environmental review documents, which were expected at the end of this year, have now been delayed until March 2017 or later. The distribution of the fact sheet at this time is to ensure southern California residents are aware of the potential benefits of WaterFix.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.



Why a California Water “Fix?” Five Benefits for the Inland Empire

The Inland Empire region depends on reliable supplies of imported water from Northern California and the Colorado River as new local supplies and more conservation help meet the needs of growth. The reliability of the Northern California supply for the Inland Empire and all of Southern California is at risk due to pumping restrictions, deteriorating environmental conditions in the Sacramento-San Joaquin Delta and an aging water system that was not designed to meet today's challenges. State and federal agencies want to modernize this system through a project known as the California WaterFix that has both water delivery and ecosystem benefits. Here are five potential benefits to the Inland Empire from the project.



Preserving Quality of Life

The majority of our imported supplies come solely from Northern California. Whether its excellent schools, or regional parks and recreation programs, it all starts with a supply of safe, reliable, high-quality water.



Protecting our Regions Largest Water Supply

Inland Empire water agencies have diversified their portfolios of imported and local water supplies. California Water Fix maintains access to the available Northern California supply, which is less than half the cost of new local supplies and which Metropolitan has a permanent right to via a renewable state contract.



Surviving Droughts

The water stored in the Inland Empire for drought and emergency needs comes either from the Northern California or the Colorado River.



Maintaining High Quality Water

A buildup of salt in the Inland Empire's groundwater basins requires the discharge of 90,000 tons of salt every year in a brine line to the Pacific Ocean. Importing low-salt water from Northern California maintains drinking water quality and keeps groundwater quality in balance.



Capturing Big Storms

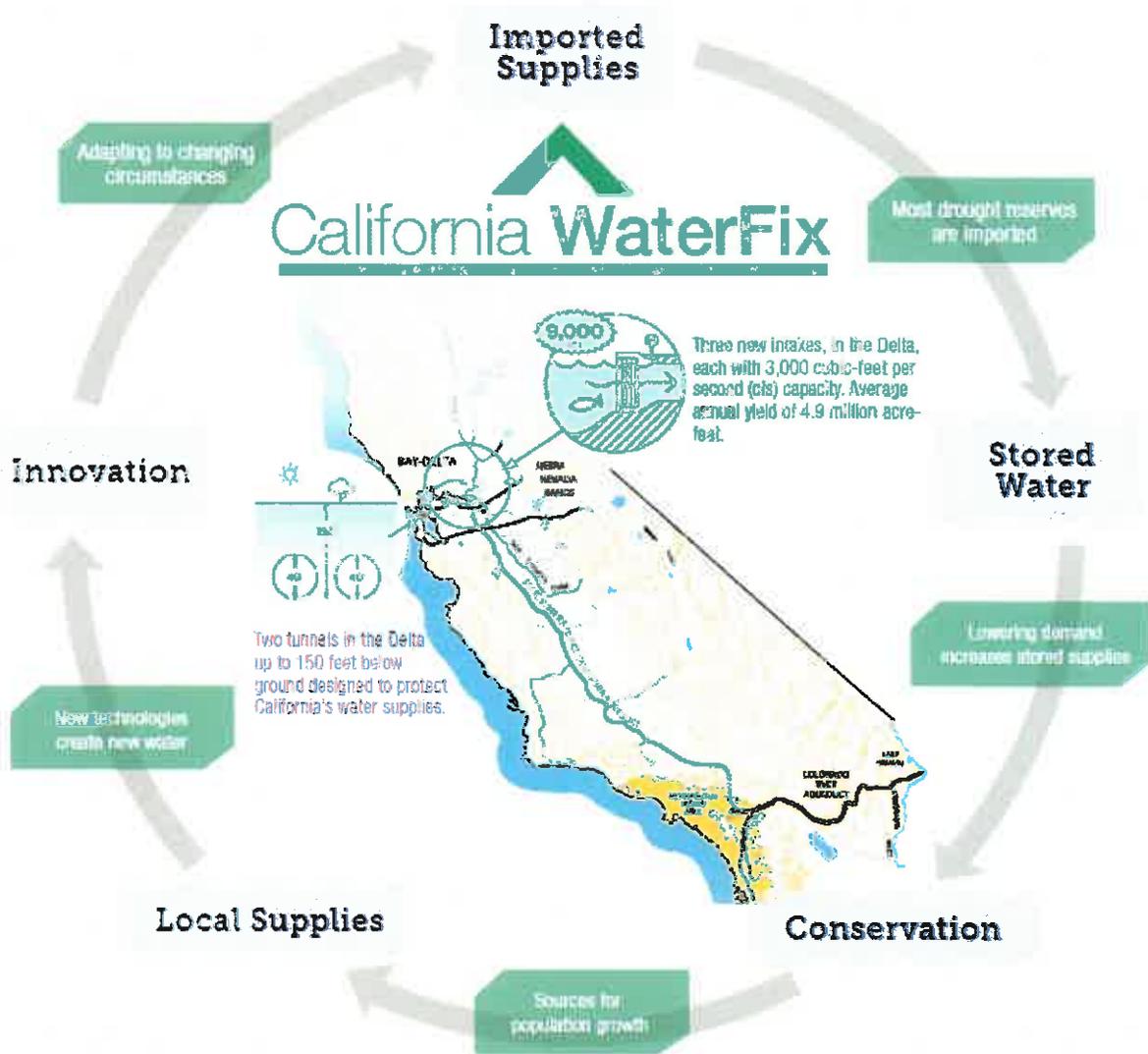
California Water Fix seeks to improve the ability to reliably capture some of the state's major storm events and store it in local reservoirs and groundwater basins for the Inland Valley in years of drought.

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

PROPOSED
 10/04 v1

How California WaterFix is Part of Southland's "All of the Above" Water Strategy

There is no single solution to Southern California's many water challenges. Climate change, population growth and various regulatory challenges will require actions on every front to ensure a reliable water future. Maintaining – not increasing – imported supplies is part of the Southland's long-term water strategy. Here is how California WaterFix fits into the broader plan.



**CONSENT
CALENDAR
ITEM**

2D

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Public, Legislative and Water Resources Committee (11/9/16)

From: P. Joseph Grindstaff
General Manager

Submitted by: Kathy Besser
Manager of External Affairs

Subject: Proposed 2017 Federal and State Legislative Priorities

RECOMMENDATION

It is recommended that the Board of Directors adopt the 2017 Federal and State Legislative Priorities.

BACKGROUND

Federal Legislative Priorities

FY 2016/17 Appropriations Priorities include:

- **Title XVI/WaterSMART Funding:** In 115th Congress, IEUA will be asking for an additional \$5.3 million for the Lower Chino Dairy Area Desalination Project, which is the amount remaining in the Title XVI authorization received in 2007. Staff will again seek the support of the entire congressional delegation, requesting signatures from IEUA's delegation on a letter of support to the Bureau of Reclamation.
- In 2007, CVWD received a \$10 million authorization under H.R. 122 for the design, planning, and construction of the Cucamonga Valley Water District satellite recycling plants in Rancho Cucamonga to reclaim and recycle approximately two million gallons per day of domestic waste water. Authorization expires in 2017. To date, CVWD has not received any appropriation due to the Bureau of Reclamation determining that the language failed to authorize the project being pursued. In 115th Congress, IEUA proposes to work with the delegation to revise the authorization so funding can be used for recycled water program.

Federal Action Priorities

- **Drought-Related Legislation:** Support federal funding for drought relief in California and reasonable reform of the Endangered Species Act (ESA); oppose any amendment to ESA that would shift responsibilities from federal contractors to state contractors or efforts that take control of water rights out of state jurisdiction and into federal jurisdiction.
- **U.S. Tax Code:** Continue to oppose removal of tax exempt status for municipal debt. Support congressional efforts to authorize and direct the U.S. Treasury's Internal Revenue Service to exempt water conservation-related rebates from being considered taxable under U.S. tax laws.
- **Water Quality:** Support administrative (EPA, Bureau of Reclamation) and legislative action to identify and promote the use of salt-less water softening technology. Oppose any efforts to endorse salt-based technologies. Support administration and legislative action related to the Water Resources Development Act (WRDA) that mitigates this ongoing issue.
- **Regional Water Resources Management:** Support additional federal funding of Title XVI grant program and for the federal EPA/State Revolving Loan program that enables the State Water Resources Control Board (SWRCB) to provide low interest loans for recycled water projects (currently used as a matching source of funds for the State's Proposition 1 grant program). Support revised Title XVI authorization for the Inland Empire Regional Recycled Water Program to permit additional projects, including research on recycled water, salinity management, water treatment, and renewable energy. Support incentive programs to promote water use efficiency, including EPA's *WaterSense* program.
- **Local Water Supply Management:** Support administrative and legislative initiatives to promote recycled water as a drought-proof water supply and protect the use of tertiary-treated recycled water while advancing potable reuse. Support initiatives to promote stormwater capture, expand groundwater management and clean-up of contaminated groundwater.
- **CyberSecurity:** Support national associations and coalition efforts to develop standard guidelines and best management practices to provide a consistent and ongoing course of action to reduce vulnerabilities in process control systems for major water system providers.

State Legislative Priorities

Legislative Initiative:

- Support legislative action to remove the requirement that all municipal water districts use the term "A Municipal Water District" in their titles.

State Action Priorities:

- **Renewable Energy:** Continue to support legislation and other programs that would increase the value of the Renewable Energy Credits (RECs) generated and sold by wastewater treatment agencies that utilize their renewable energy on-site in California; oppose administrative or legislative actions that impose financial obstacles to the implementation of low carbon energy initiatives; support the approval and funding of a bioenergy incentive program; monitor legislation and administrative initiatives that will modify targets/funding/requirements for the Cap and Trade program and the Governor's greenhouse gas reduction goals.

Support legislation and other programs that would facilitate self-generation projects interconnection to the electric grid by reducing interconnection costs, metering requirements, project review process and timeline.

Support legislation and other programs that would promote the use of renewable natural gas (RNG) by reducing pipeline injection interconnection costs, increasing and stabilizing the value of the Low Carbon Fuel Standard (LCFS) and Renewable Identification Number (RIN), updating the RNG specifications.

- **Compost:** Follow up and build on efforts of SB 970 – Greenhouse Gas Reduction Fund

Support programs that promote the use of compost recognizing the benefits to water conservation, ground water protection, landfill diversion, Green House Gas (GHG) avoidance and carbon sequestration.

Support items of California Air Resources Board (CARB) and Short Lived Climate Pollutants (SLCP) that relate to compost use and the development of composting infrastructure.

Support California Integrated Waste Management Board (CalRecycle) in compost procurement initiatives. Support legislation which would authorize a grant funding to assist with infrastructure improvements, expansion and market developments related to compost.

Support California Environmental Protection Agency (CalEPA) – AB1045 legislation promoting state agency collaboration to encourage the beneficial reuse of compost.

Support California Department of Food and Agriculture (CDFA) with the development of programs to implement the Healthy Soils Initiative.

- **Water/Energy Nexus:** Continue to support legislation which would authorize a grant and loan program for water projects that result in a net reduction of water-related GHGs; support legislation and budget proposals authorizing grant funding for energy efficiency, greenhouse gas reductions, development of renewable resources and energy storage projects.

- **Water Projects:** Monitor administrative/legislative actions to ensure ability of water agencies to conduct intrastate and interstate water transfers; monitor definition of eligible projects as those designed to reduce the amount of water imported or to be supplied by the publicly owned utility, including, “without limitation” stormwater capture and treatment, water recycling, development of local groundwater resources, groundwater recharging, and water reclamation that covers regional needs in the future.
- **Financial Initiatives:** Monitor initiative submitted by a coalition led by the California League of Cities (and includes the California State Association of Counties and the Association of California Water Agencies) that would amend Prop 218 and treat stormwater and flood control infrastructure the same as water and sewer, and expressly authorize conservation-based tiered water rates and lifeline rates; monitor legislation which would impose a public goods charge to fund water infrastructure projects in low-income communities, support the introduction of lifeline rates, among other items; support measures to reduce the cost of financing water infrastructure planning and construction; continue to protect property tax receipts for local agencies.
- **Local Water Supply Management:** Support administrative and legislative initiatives to promote recycled water as a drought-proof water supply and protect use of tertiary-treated recycled water while advancing potable reuse; support administrative and legislative initiatives to promote stormwater capture, expand groundwater management and clean-up of contaminated groundwater.
- **Drought:** Support state funding for drought relief initiatives; monitor SWRCB administrative actions for new requirements and restrictions in response to the drought; promote the use of existing state standards for water efficiency as a performance measure for emergency and permanent conservation regulations.
- **California Water Action Plan:** Support implementation of the Governor’s comprehensive water strategy, consistent with IEUA’s goals and objectives.
- **California WaterFix:** Support administrative/legislative action and funding to keep the WaterFix on schedule; continue support for implementation of 2009 Delta/water management legislative package; continue to support administrative and legislative action and funding for advance emergency response and near-term Delta improvements.
- **Water Quality:** Support initiatives and state funding to protect/improve water quality from various constituents including salinity, perchlorates, nitrate and volatile organic compounds.
- **Drinking Water Program:** Support adoption of recycled water requirements.

- **Salinity Management:** Monitor water softener discussions and oppose legislation that would constrain the ability of local government to appropriately regulate the use of salt-discharging water softeners.
- **Water Bond:** Monitor discussions regarding the proposal of a new water bond in 2018.
- **Groundwater Legislation:** Monitor implementation of the 2014 Sustainable Groundwater Management Act, including subsequent legislation to address expedited adjudications and designation of groundwater as a beneficial use.
- **Human Resources:** Monitor legislation regarding nonmedical use of marijuana, including Proposition 64 – Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

Monitor legislation that increases healthcare costs, including the costs of prescription drugs. Monitor legislation that would remove the Cadillac tax, a 40% excise tax imposed on employers for certain health care plans in 2020.

- **CyberSecurity:** Support legislation requiring all water and wastewater agencies comply with a predefined minimum level of cybersecurity protection.
- **Public Works:** Monitor legislation relating the reform of the State Department of Industrial Relations (DIR) requirement to register all contracts that perform public works services more than \$1,000. Support legislations that increases the requirement from \$1,000 to \$50,000.

Proposed 2017 Strategy

The following are proposed actions intended to promote and monitor the Agency's administrative and legislative priorities in 2017.

- **Congressional and State Briefings:**
 - Continue regular meetings with members and their staff to provide an update on the Title XVI funding request, proposed drought legislation and other local priorities for the Agency. Also use these interactions to showcase IEUA programs and achievements.
 - Continue participation in the annual Federal Legislative Luncheon with Eastern MWD, Western MWD, and Metropolitan Water District of Orange County, including compilation of Legislative Briefing Book. In 2017, the Long Beach Water Department will be included to expand participation of regional Members of Congress.
 - Meet with state legislative staff in their state and local offices to discuss local issues, Agency projects/programs and the priorities of the region.
- **Facility Tours:**
 - Continue to invite congressional and state officials and their staff to tour IEUA's facilities. Showcase Agency's groundwater basins, inflatable dams (stormwater

capture), renewable energy projects and one of the regional wastewater treatment plants and/or desalter.

- Conferences:
 - Monitor upcoming events/conferences. The following is a list of possible events/conferences:
 - Association of California Water Agencies (Sacramento and D.C.)
 - California Association of Sanitation Agencies (Palm Springs and D.C.)
 - Southern California Water Committee
 - WaterReuse Association (California Section and D.C.)
 - National Association of Clean Water Agencies
 - Water Environment Federation (WEF)
 - California Special Districts Association (CSDA)
- Legislative calls/briefings:
 - Continue to participate in legislative coordination calls with the following:
 - Santa Ana Watershed Project Authority
 - Metropolitan Water District of Southern California
 - WaterReuse
 - Southern California Water Committee
 - Association of California Water Agencies
 - Regional Legislation Workgroup

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Proposed 2017 Federal and State Legislative Priorities

November 2016

Proposed Federal Legislative Priorities

Title XVI/ WaterSMART Funding

- IEUA will be asking for an additional \$5.3 million for the Lower Chino Dairy Area Desalination Project.
- Work with the delegation and the Bureau of Reclamation to revise CVWD's authorization of \$10 million.

Drought

- Support federal funding for drought relief in California and reasonable reform of the Endangered Species Act (ESA).
- Oppose any amendment to ESA that would shift responsibilities.

U.S. Tax Code

- Continue to oppose removal of tax exempt status for municipal debt.
- Exempt water conservation rebates.

Water Quality

- Promote use of salt-less water softening technology.
- Support administration and legislative action related to the Water Resources Development Act (WRDA).

Proposed Federal Legislative Priorities

Regional Water Resources Mgmt.

- Support incentive programs to promote water use efficiency.

Local Water Supply Management

- Support recycled water and stormwater capture initiatives.

Cyber Security

- Support national associations and coalition efforts to develop standard guidelines and best management practices.

Proposed State Legislative Initiative

- Support legislative action to remove the requirement that all municipal water districts use the term “A Municipal Water District” in their titles.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Proposed State Legislative Priorities

Renewable Energy

- Support grant and loan programs for water projects.
- Grant funding for energy efficiency and GHG reductions.

Compost

- Follow up and build on efforts of SB 970
- Support programs that promote the use of compost, including CARB, SLCP, CalRecycle.
- Support CalEPA – AB1045 promoting state agency collaboration.
- Support California Department of Food and Agriculture (CDFA) with the development of programs to implement the Healthy Soils Initiative

Water-Energy Nexus

- Support legislation that:
 - Increases the value of renewable energy credits.
 - Creates RECs and GHG reduction credits by water agencies.

Water Projects

- Ensure agencies can conduct intrastate and interstate water transfers.
- Monitor bond initiatives.

Financial Initiatives

- Monitor amendments to Prop. 218 and legislation that would impose a public goods charge.
- Support measures that reduce the costs of financing water projects.

Proposed State Legislative Priorities

Local Water Supply Mgmt.

- Support recycled water and stormwater capture initiatives.

Drought

- Support State funding for drought relief initiatives.
- Monitor SWRCB for new requirements.

California Water Action Plan

- Support implementation.

California WaterFix

- Support actions and funding that keep the project on schedule.

Water Quality

- Support initiatives and funding that improve/protect water requirements.

Drinking Water Program

- Support the adoption of recycled water requirements.

Proposed State Legislative Priorities

Salinity Management

- Oppose legislation that constrains local government from regulating use of salt-discharging water softeners.

Water Bond

- Monitor discussions regarding the proposal of a new water bond in 2018.

Groundwater

- Monitor implementation of the 2014 Sustainable Groundwater Management Act.

Human Resources

- Monitor legislation regarding nonmedical use of marijuana.
- Monitor legislation that increases healthcare costs.

CyberSecurity

- Support legislation that would require all water and wastewater agencies to comply with a predefined minimum level of cybersecurity protection.

Public Works

- Monitor legislation relating the reform of the State Department of Industrial Relations (DIR) requirement to register all contracts that perform public works services more than \$1,000.

**CONSENT
CALENDAR
ITEM**

2E



Date: November 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (11/9/16)

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

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

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

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of August 2016, in the amount of \$10,282,194.52.

BACKGROUND

August disbursement activity includes vendor payments (check numbers 215312-215634) of \$3,697,729.78 and workers compensation payments (check numbers 04597-04617) of \$5,520.52. The total amount of ACH and wire transfer payments is \$6,577,836.40, which includes payroll taxes in the amount of \$746,673.02. The total employee pay was \$1,388,070.08. The total pay for the Board of Directors was \$2,749.64.

Payment Type		Transactions	Total Amount
Check	Vendors	323	3,697,729.78
	Workers-Comp	21	5,520.52
	Payroll-Directors'	2	1,107.82
	Payroll-Others	0	0.00
Subtotal Check		346	\$3,704,358.12
ACH		156	\$1,408,078.03
Wire Transfer	Payroll-Net Pay	2	1,388,070.08
	Payroll-Directors'	1	1,641.82
	Others	15	3,780,046.47
Subtotal Wires		18	\$5,169,758.37
TOTAL		520	\$10,282,194.52

Report on General Disbursements

November 16, 2016

Page 2

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

Vendor	Amount	Description
MWD	2,229,978.72	June 2016 Water Purchase
PERS	791,601.61	P/R 16, 17, 8/16 Health Ins, Deferred Comp
SWRCB	692,889.62	SRF Repayment #6
IRS	622,322.87	P/R 16, 17, Dir 8 Taxes
SO CAL EDISON	587,352.21	August 2016 Electricity Usage

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.

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215314	2200076790	08/04/2016	USD	390.48	ASAP INDUSTRIAL SUPPLY FONTANA CA	08/10/2016
215315	2200076795	08/04/2016	USD	1,101.54	AUTOZONE INC ATLANTA GA	08/15/2016
215316	2200076802	08/04/2016	USD	898.60	HILL'S TRUCK REPAIR INC AZUSA CA	08/11/2016
215317	2200076834	08/04/2016	USD	333.72	BOUGHAN, ARIN CHINO HILLS CA	08/08/2016
215318	2200076835	08/04/2016	USD	101.00	BURKE, JERRY CHINO HILLS CA	08/10/2016
215319	2200076814	08/04/2016	USD	1,361.15	BURREC WASTE INDUSTRIES INC FONTANA CA	08/11/2016
215320	2200076804	08/04/2016	USD	7,846.50	CABLE AND CONNECTIVITY SOLUTIONS LAKE OSWEGO OR	08/10/2016
215321	2200076771	08/04/2016	USD	1,400.00	CAL PERS EDUCATIONAL FORUM SACRAMENTO CA	08/10/2016
215322	2200076755	08/04/2016	USD	409.50	CALIF DEPT OF FISH AND GAME ONTARIO CA	08/23/2016
215323	2200076761	08/04/2016	USD	581.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	08/19/2016
215324	2200076797	08/04/2016	USD	7,282.00	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	08/10/2016
215325	2200076830	08/04/2016	USD	272.70	CAMACHO, MICHAEL CHINO HILLS CA	08/16/2016
215326	2200076799	08/04/2016	USD	1,125.00	CANET RESEARCH, INC GOLETA CA	08/12/2016
215327	2200076826	08/04/2016	USD	147.63	CARL R TAYLOR III CRYSTAL RIVER FL	08/09/2016
215328	2200076745	08/04/2016	USD	2,500.00	CARL WARREN & COMPANY LOS ANGELES CA	08/08/2016
215329	2200076764	08/04/2016	USD	25,414.45	CAROLLO ENGINEERS SACRAMENTO CA	08/15/2016
215330	2200076772	08/04/2016	USD	5,934.00	CASC ENGINEERING AND CONSULTING COLTON CA	08/12/2016
215331	2200076760	08/04/2016	USD	11,961.25	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	08/17/2016
215332	2200076781	08/04/2016	USD	3,604.01	CINTAS CORPORATION LOC#150 PHOENIX AZ	08/12/2016
215333	2200076773	08/04/2016	USD	9,593.17	CITIGROUP GLOBAL MARKETS INC PITTSBURGH PA	08/10/2016
215334	2200076824	08/04/2016	USD	404.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	08/09/2016
215335	2200076808	08/04/2016	USD	2,879.69	CITY OF CHINO CHINO CA	08/08/2016
215336	2200076758	08/04/2016	USD	500.00	CITY OF FONTANA/HEALTHY FONTANA FONTANA CA	08/31/2016
215337	2200076809	08/04/2016	USD	1,008.90	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	08/10/2016
215338	2200076803	08/04/2016	USD	600.00	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	08/08/2016
215339	2200076759	08/04/2016	USD	1,867.90	DELL MARKETING L P PASADENA CA	08/09/2016
215340	2200076774	08/04/2016	USD	7,791.85	DESERT PUMPS AND PARTS INC BELLA VISTA AR	08/10/2016
215341	2200076780	08/04/2016	USD	106.22	DETECTION INSTRUMENTS CORP PHOENIX AZ	08/11/2016
215342	2200076791	08/04/2016	USD	3,263.33	DOWNS ENERGY CORONA CA	08/09/2016
215343	2200076807	08/04/2016	USD	1,087.54	DXF ENTERPRISES INC HOUSTON TX	08/11/2016
215344	2200076831	08/04/2016	USD	71.33	ELIE, STEVE CHINO HILLS CA	08/22/2016
215345	2200076794	08/04/2016	USD	27,350.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	08/09/2016
215346	2200076747	08/04/2016	USD	4,241.42	FISHER SCIENTIFIC LOS ANGELES CA	08/08/2016
215347	2200076748	08/04/2016	USD	14,430.77	FLO SYSTEMS INC ANAHEIM HILLS CA	08/09/2016
215348	2200076813	08/04/2016	USD	493.50	FONTANA WATER COMPANY FONTANA CA	08/11/2016
215349	2200076815	08/04/2016	USD	1,155.51	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/09/2016
215350	2200076793	08/04/2016	USD	2,504.30	GARDNER DENVER NASH LLC ST LOUIS MO	08/09/2016
215351	2200076776	08/04/2016	USD	8,390.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	08/15/2016
215352	2200076756	08/04/2016	USD	2,607.82	GRAINGER PALATINE IL	08/09/2016
215353	2200076775	08/04/2016	USD	993.46	HACH COMPANY CHICAGO IL	08/08/2016
215354	2200076833	08/04/2016	USD	223.88	HALL, JASMIN CHINO HILLS CA	08/18/2016
215355	2200076749	08/04/2016	USD	546.64	HARRINGTON INDUSTRIAL PLASTICS CHINO CA	08/09/2016

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

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215358	2200076787	08/04/2016	USD	3,459.19	INDUSTRIAL RUBBER & SUPPLY APPLE VALLEY CA	08/10/2016
215359	2200076820	08/04/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	08/09/2016
215360	2200076784	08/04/2016	USD	789.00	INTERNATIONAL PUBLIC MANAGEMENTALEXANDRIA VA	08/24/2016
215361	2200076789	08/04/2016	USD	28,941.92	IT VIZION INC CORONA CA	08/09/2016
215362	2200076757	08/04/2016	USD	16,015.88	JMC ENVIRONMENTAL LOS ANGELES CA	08/08/2016
215363	2200076786	08/04/2016	USD	6,000.00	LEMAR COMPANIES BATON ROUGE LA	08/09/2016
215364	2200076756	08/04/2016	USD	47,404.00	LEE & RO INC CITY OF INDUSTRY CA	08/09/2016
215365	2200076805	08/04/2016	USD	156.92	MANAGED MOBILE INC PLACENTIA CA	08/09/2016
215366	2200076827	08/04/2016	USD	288.00	MARIA FRESQUEZ LAS VEGAS NV	08/09/2016
215367	2200076765	08/04/2016	USD	936.46	MCMASTER-CARR SUPPLY CO CHICAGO IL	08/08/2016
215368	2200076753	08/04/2016	USD	127.98	MISSION REPROGRAPHICS RIVERSIDE CA	08/10/2016
215369	2200076770	08/04/2016	USD	125.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	08/09/2016
215370	2200076785	08/04/2016	USD	2,485.00	NATIONAL CINEMEDIA LLC DENVER CO	08/10/2016
215371	2200076768	08/04/2016	USD	50,000.00	NATIONAL WATER RESEARCH INSTITUTEFOUNTAIN VALLEY CA	08/10/2016
215372	2200076806	08/04/2016	USD	8,282.15	PACIFIC COURIERS INC FULLERTON CA	08/10/2016
215373	2200076825	08/04/2016	USD	357.50	PATRICK W HUNTER PHELAN CA	08/15/2016
215374	2200076754	08/04/2016	USD	140.00	PETE'S ROAD SERVICE FULLERTON CA	08/10/2016
215375	2200076832	08/04/2016	USD	90.45	PIVOVAROFF, JASON CHINO HILLS CA	08/08/2016
215376	2200076829	08/04/2016	USD	477.36	ROBISON, JOHN CHINO HILLS CA	08/09/2016
215377	2200076792	08/04/2016	USD	416.00	SNAP GRAPHICS & DESIGN RANCHO CUCAMONGA CA	08/09/2016
215378	2200076810	08/04/2016	USD	106,449.80	SO CALIF EDISON ROSEMEAD CA	08/09/2016
215379	2200076811	08/04/2016	USD	46,785.11	SO CALIF EDISON ROSEMEAD CA	08/11/2016
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215381	2200076788	08/04/2016	USD	155.00	SOCIETY FOR MAINTENANCE AND ATLANTA GA	08/10/2016
215382	2200076779	08/04/2016	USD	692,889.62	SWRCE ACCOUNTING OFFICE SACRAMENTO CA	08/09/2016
215383	2200076767	08/04/2016	USD	102.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	08/08/2016
215384	2200076796	08/04/2016	USD	9,155.83	UTILIQUEST LLC ATLANTA GA	08/08/2016
215385	2200076800	08/04/2016	USD	2,327.75	V3IT CONSULTING INC NAPERVILLE IL	08/09/2016
215386	2200076828	08/04/2016	USD	137.96	VALENCIA, CHRISTINA CHINO HILLS CA	08/15/2016
215387	2200076822	08/04/2016	USD	177.44	VEHICLE REGISTRATION COLLECTIONRANCHO CORDOVA CA	08/16/2016
215388	2200076777	08/04/2016	USD	933.05	WORLDWIDE EXPRESS ALBANY NY	08/09/2016
215389	2200076841	08/04/2016	USD	239.14	AMERICAN HERITAGE LIFE INSURANDALLAS TX	08/11/2016
215390	2200076842	08/04/2016	USD	572.55	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	08/09/2016
215391	2200076845	08/04/2016	USD	297.90	LEGALSHIELD ADA OK	08/11/2016
215392	2200076844	08/04/2016	USD	14,264.49	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	08/10/2016
215393	2200076843	08/04/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	08/11/2016
215394	2200076920	08/11/2016	USD	490.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	08/17/2016
215395	2200076910	08/11/2016	USD	4,039.00	ALLIANT INSURANCE SERVICES INC SAN DIEGO CA	08/16/2016
215396	2200076943	08/11/2016	USD	324.50	ALVARADO, ROSEMARY CHINO HILLS CA	09/01/2016
215397	2200076916	08/11/2016	USD	3,140.00	AMP MECHANICAL INC COSTA MESA CA	08/22/2016
215398	2200076923	08/11/2016	USD	12.18	ASAP INDUSTRIAL SUPPLY FONTANA CA	08/16/2016
215399	2200076899	08/11/2016	USD	236.00	AUTOMATIONDIRECT.COM INC ATLANTA GA	08/15/2016

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215402	2200076914	08/11/2016	USD	504.00	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	08/16/2016
215403	2200076938	08/11/2016	USD	5,253.74	BURRTEC WASTE INDUSTRIES INC FONTANA CA	08/17/2016
215404	2200076915	08/11/2016	USD	6,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	08/17/2016
215405	2200076927	08/11/2016	USD	11,103.23	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	08/16/2016
215406	2200076893	08/11/2016	USD	114.09	CALYMPIC SAFETY CORONA CA	08/16/2016
215407	2200076872	08/11/2016	USD	1,362.70	CHARLES P CROWLEY CO IRWINDALE CA	08/19/2016
215408	2200076889	08/11/2016	USD	25,289.61	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	08/17/2016
215409	2200076912	08/11/2016	USD	1,869.59	CINTAS CORPORATION LOC1150 PHOENIX AZ	08/18/2016
215410	2200076935	08/11/2016	USD	2,674.91	CITY OF CHINO CHINO CA	08/17/2016
215411	2200076925	08/11/2016	USD	16,018.75	CONSERV CONSTRUCTION INC MURRIETA CA	08/17/2016
215412	2200076873	08/11/2016	USD	470,384.55	COUNTY SANITATION DISTRICTS OPWHITTIER CA	08/18/2016
215413	2200076930	08/11/2016	USD	327.73	DENNIS, PAUL STEVE CHINO HILLS CA	08/16/2016
215414	2200076942	08/11/2016	USD	299.99	DOAN, KHANH V CHINO HILLS CA	08/23/2016
215415	2200076885	08/11/2016	USD	1,225.42	EMECO INC CHICAGO IL	08/17/2016
215416	2200076941	08/11/2016	USD	2,451.00	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	08/16/2016
215417	2200076926	08/11/2016	USD	455.00	EUROFINS BATON ANALYTICAL, INCGRAPESVINE TX	08/16/2016
215418	2200076875	08/11/2016	USD	3,175.71	FISHER SCIENTIFIC LOS ANGELES CA	08/15/2016
215419	2200076895	08/11/2016	USD	810.03	FLORENCE FILTER CORP COMPTON CA	08/22/2016
215420	2200076886	08/11/2016	USD	430.80	FLW INC HUNTINGTON BEACH CA	08/17/2016
215421	2200076940	08/11/2016	USD	3,346.27	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/16/2016
215422	2200076917	08/11/2016	USD	4,260.65	GI ENGINEERING INC GRANITE BAY CA	08/25/2016
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215424	2200076887	08/11/2016	USD	163.90	GRAYBAR ELECTRIC CO LOS ANGELES CA	08/15/2016
215425	2200076903	08/11/2016	USD	392.69	HACH COMPANY CHICAGO IL	08/15/2016
215426	2200076918	08/11/2016	USD	25,280.00	HARRIS STEEL FENCE CO INC LOS ANGELES CA	08/18/2016
215427	2200076876	08/11/2016	USD	480.49	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/19/2016
215428	2200076946	08/11/2016	USD	59.88	HUBER, JENNIFER CHINO HILLS CA	09/06/2016
215429	2200076877	08/11/2016	USD	137.02	J G TUCKER & SON INC COVINA CA	08/16/2016
215430	2200076922	08/11/2016	USD	1,250.00	KITCHELL CEM SACRAMENTO CA	08/18/2016
215431	2200076890	08/11/2016	USD	53.39	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	08/18/2016
215432	2200076944	08/11/2016	USD	299.99	LEE, RANDY CHINO HILLS CA	08/22/2016
215433	2200076949	08/11/2016	USD	350.00	LENING, SCOTT CHINO HILLS CA	08/16/2016
215434	2200076947	08/11/2016	USD	137.07	LETOLLE, CHANDER CHINO HILLS CA	09/13/2016
215435	2200076939	08/11/2016	USD	907.34	LEVEL 3 COMMUNICATIONS LLC DENVER CO	08/18/2016
215436	2200076900	08/11/2016	USD	17,950.00	LOCAL AGENCY FORMATION COMMISSAN BERNARDINO CA	08/19/2016
215437	2200076932	08/11/2016	USD	332.14	MANAGED MOBILE INC PLACENTIA CA	08/16/2016
215438	2200076919	08/11/2016	USD	516.40	MARS ENVIRONMENTAL INC YORBA LINDA CA	08/22/2016
215439	2200076894	08/11/2016	USD	90.26	MCMASTER-CARR SUPPLY CO CHICAGO IL	08/16/2016
215440	2200076896	08/11/2016	USD	194.02	MIDPOINT BEARING ONTARIO CA	08/15/2016
215441	2200076881	08/11/2016	USD	129.76	MISSION REPROGRAPHICS RIVERSIDE CA	08/17/2016
215442	2200076945	08/11/2016	USD	345.59	MORENO, CONNIE CHINO HILLS CA	08/12/2016
215443	2200076874	08/11/2016	USD	860.75	OFFICE DEPOT LOS ANGELES CA	08/15/2016

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215445	2200076882	08/11/2016	USD	6,984.36	PETE'S ROAD SERVICE FULLERTON CA	08/17/2016
215446	2200076878	08/11/2016	USD	2,575.12	RAMONA TIRE & SERVICE CENTERS HEMET CA	08/18/2016
215447	2200076871	08/11/2016	USD	952.92	REM LOCK & KEY ONTARIO CA	08/19/2016
215448	2200076933	08/11/2016	USD	805.00	RICHARD LOBINSKE CRAWFORDVILLE FL	08/17/2016
215449	2200076929	08/11/2016	USD	7,194.52	RLS INDUSTRIES BAKERSFIELD CA	08/18/2016
215450	2200076906	08/11/2016	USD	141,798.05	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	08/16/2016
215451	2200076891	08/11/2016	USD	19,340.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA	08/16/2016
215452	2200076879	08/11/2016	USD	2,977.93	ROYAL WHOLESALE ELECTRIC ORANGE CA	08/17/2016
215453	2200076909	08/11/2016	USD	1,467.67	RSD LAKE FOREST CA	08/16/2016
215454	2200076897	08/11/2016	USD	2,683.19	SAN BERNARDINO COUNTY SAN BERNARDINO CA	08/18/2016
215455	2200076911	08/11/2016	USD	768.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/01/2016
215456	2200076948	08/11/2016	USD	199.00	SARMIENTO, JESSICA CHINO HILLS CA	08/15/2016
215457	2200076934	08/11/2016	USD	4,845.00	SIERRA WATER GROUP INC LANGUNA NIGUEL CA	08/18/2016
215458	2200076907	08/11/2016	USD	430.44	SKALAR INC BUFORD GA	09/06/2016
215459	2200076880	08/11/2016	USD	116.90	SMART & FINAL LOS ANGELES CA	08/23/2016
215460	2200076924	08/11/2016	USD	138.67	SNAP GRAPHICS & DESIGN RANCHO CUCAMONGA CA	08/16/2016
215461	2200076937	08/11/2016	USD	11,641.63	SO CALIF EDISON ROSEMead CA	08/16/2016
215462	2200076888	08/11/2016	USD	1,500.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA	08/17/2016
215463	2200076908	08/11/2016	USD	43,796.29	STANTEC CONSULTING INC CHICAGO IL	08/16/2016
215464	2200076930	08/11/2016	USD	33,803.41	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA	08/18/2016
215465	2200076951	08/11/2016	USD	350.00	TE, GARY CHINO HILLS CA	08/16/2016
215466	2200076884	08/11/2016	USD	21,445.52	TETRA TECH INC DENVER CO	08/16/2016
215467	2200076852	08/11/2016	USD	8,039.61	THATCHER COMPANY OF CALIFORNIASALT LAKE CITY UT	08/16/2016
215468	2200076931	08/11/2016	USD	60.00	THE SHREDDERS LOS ANGELES CA	08/29/2016
215469	2200076928	08/11/2016	USD	350.00	TRIPLEI SMITH AND ASSOCIATES, IRVINE CA	08/24/2016
215470	2200076901	08/11/2016	USD	1,132.71	U S BANK NA MINNEAPOLIS MN	08/17/2016
215471	2200076898	08/11/2016	USD	389.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	08/15/2016
215472	2200076921	08/11/2016	USD	1,800.00	UNIVERSAL PROTECTION SERVICE PASADENA CA	08/16/2016
215473	2200076902	08/11/2016	USD	13,819.68	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	08/17/2016
215474	2200076905	08/11/2016	USD	140.84	WORLDWIDE EXPRESS ALBANY NY	08/16/2016
215475	2200077017	08/18/2016	USD	4,492.50	ALBERT A WEBB ASSOCIATES RIVERSIDE CA	08/29/2016
215476	2200077026	08/18/2016	USD	895.52	ALFA FOODCRAFT COFFEE ORANGE CA	08/23/2016
215477	2200077027	08/18/2016	USD	500.98	ASAP INDUSTRIAL SUPPLY FONTANA CA	08/23/2016
215478	2200076990	08/18/2016	USD	265.24	BRITHINSE ELECTRIC COLTON CA	08/23/2016
215479	2200077034	08/18/2016	USD	17,508.56	BUSINESS CARD WILMINGTON DE	08/22/2016
215480	2200077033	08/18/2016	USD	225.00	CALIFORNIA ASSOCIATION OF PUBLCHICO CA	08/25/2016
215481	2200077031	08/18/2016	USD	7,254.36	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	08/23/2016
215482	2200077007	08/18/2016	USD	133.38	CALOLYMPIC SAFETY CORONA CA	08/23/2016
215483	2200077046	08/18/2016	USD	147.63	CARL H TAYLOR III CRYSTAL REVER FL	08/23/2016
215484	2200077051	08/18/2016	USD	54.00	CARTER, JOSEPH CHINO HILLS CA	09/06/2016
215485	2200077053	08/18/2016	USD	300.00	CHEN, LIN HAI CHINO HILLS CA	08/26/2016
215486	2200077020	08/18/2016	USD	2,032.79	CINTAS CORPORATION LOC#150 PHOENIX AZ	08/25/2016
215487	2200077012	08/18/2016	USD	890.40	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	08/23/2016

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215489	2200077029	08/18/2016	USD	5,713.40	CONSERV CONSTRUCTION INC MURRIETA CA	08/24/2016
215490	2200076991	08/18/2016	USD	16,925.09	COUNTY SANITATION DISTRICTS OPWHITTER CA	08/23/2016
215491	2200077013	08/18/2016	USD	5,034.94	DUDEK & ASSOCIATES INC ENCINITAS CA	08/23/2016
215492	2200077011	08/18/2016	USD	2,986.86	E X PARTY RENTALS POMONA CA	08/22/2016
215493	2200077082	08/18/2016	USD	1,225.42	EMEDCO INC BUFFALO NY	08/30/2016
215494	2200076992	08/18/2016	USD	464.22	FISHER SCIENTIFIC LOS ANGELES CA	08/22/2016
215495	2200077041	08/18/2016	USD	3,199.10	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/23/2016
215496	2200077032	08/18/2016	USD	617.40	FULL SOURCE, LLC JACKSONVILLE FL	08/23/2016
215497	2200076993	08/18/2016	USD	1,172.77	G P ELECTRIC MOTOR SALT LAKE CITY UT	08/23/2016
215498	2200077018	08/18/2016	USD	3,000.00	GOVERNMENTJOBS.COM INC EL SEGUNDO CA	08/26/2016
215499	2200077060	08/18/2016	USD	1,577.42	GRAINGER PALATINE IL	08/23/2016
215500	2200077014	08/18/2016	USD	2,074.11	HACH COMPANY CHICAGO IL	08/22/2016
215501	2200076994	08/18/2016	USD	2,680.14	HARRINGTON INDUSTRIAL ELASTICSCRINO CA	08/23/2016
215502	2200077006	08/18/2016	USD	1,690.30	HAWTHORNE LIFT SYSTEMS LOS ANGELES CA	08/22/2016
215503	2200076995	08/18/2016	USD	1,785.04	HOME DEPOT CREDIT SERVICES DES MOINES IA	08/26/2016
215504	2200077037	08/18/2016	USD	367.92	IMPERIAL SPRINKLER SUPPLY ANAHEIM CA	08/26/2016
215505	2200077042	08/18/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	08/23/2016
215506	2200076996	08/18/2016	USD	515.77	J G TUCKER & SON INC COVINA CA	08/23/2016
215507	2200077024	08/18/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	08/23/2016
215508	2200077035	08/18/2016	USD	500.00	JUAN F ZAMORA MURRIETA CA	08/29/2016
215509	2200077001	08/18/2016	USD	3,001.81	JWC ENVIRONMENTAL LOS ANGELES CA	08/22/2016
215510	2200077030	08/18/2016	USD	1,638.40	KINETIC PERSONNEL GROPE, INC RIVERSIDE CA	08/13/2016
215511	2200077005	08/18/2016	USD	2,709.40	KONICA MINOLTA PASADENA CA	08/22/2016
215512	2200077054	08/18/2016	USD	300.00	LANGE, CYNTHIA RANCHO CUCAMONGA CA	09/06/2016
215513	2200077050	08/18/2016	USD	650.00	LAU, ADAN CHINO HILLS CA	09/01/2016
215514	2200077025	08/18/2016	USD	777.62	MALFINANCE INC CHICAGO IL	08/25/2016
215515	2200077004	08/18/2016	USD	211.68	MAJESTIC TROPHY CO ONTARIO CA	08/25/2016
215516	2200077047	08/18/2016	USD	288.00	MARIA PRESQUEZ LAS VEGAS NV	08/24/2016
215517	2200077068	08/18/2016	USD	307.40	MCMASTER-CARR SUPPLY CO CHICAGO IL	08/22/2016
215518	2200077010	08/18/2016	USD	1,671.84	MCR TECHNOLOGIES INC LAKE FOREST CA	08/23/2016
215519	2200077048	08/18/2016	USD	300.00	MERRILL, DEBORAH CHINO HILLS CA	08/30/2016
215520	2200077009	08/18/2016	USD	43.14	MIDPOINT BEARING ONTARIO CA	08/22/2016
215521	2200077036	08/18/2016	USD	14,550.54	MIKE BUBALO CONSTRUCTION CO INBALDWIN PARK CA	08/23/2016
215522	2200076997	08/18/2016	USD	2,635.61	MINE SAFETY APPLIANCES CO PITTSBURGH PA	08/24/2016
215523	2200077022	08/18/2016	USD	2,485.00	NATIONAL CINEMEDIA LLC CENTENNIAL CO	08/30/2016
215524	2200077019	08/18/2016	USD	995.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	08/23/2016
215525	2200077021	08/18/2016	USD	725.50	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	08/29/2016
215526	2200077055	08/18/2016	USD	300.00	NOUJAIM, GEORGE UPLAND CA	08/25/2016
215527	2200077045	08/18/2016	USD	357.50	PATRICK W HUNTER PHELAN CA	09/02/2016
215528	2200076999	08/18/2016	USD	388.67	PETTY CASH EXPENDITURES CHINO CA	08/24/2016
215529	2200077049	08/18/2016	USD	170.10	ROMERLEAU, TOM CHINO HILLS CA	08/24/2016
215530	2200076998	08/18/2016	USD	1,505.09	RAMONA TIRE & SERVICE CENTERS HEMET CA	08/24/2016
215531	2200077015	08/18/2016	USD	5,377.25	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	08/24/2016

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215532	2200077023	08/18/2016	USD	207.50	RUTAN & TUCKER LLP COSTA MESA CA	08/23/2016
215533	2200077028	08/18/2016	USD	9,540.00	SINNOTT, PUEBIA, CAMPAGNE & CULOS ANGELES CA	08/31/2016
215534	2200077038	08/18/2016	USD	2,318.86	SO CALIF EDISON ROSEMEAD CA	08/24/2016
215535	2200077039	08/18/2016	USD	5,179.81	SO CALIF GAS MONTEREY PARK CA	08/25/2016
215536	2200077043	08/18/2016	USD	96.56	VEHICLE REGISTRATION COLLECTORANCHO CORDOVA CA	08/29/2016
215537	2200077049	08/18/2016	USD	444.84	VERIZON BUSINESS ALBANY NY	08/23/2016
215538	2200077035	08/18/2016	USD	102,836.87	VIRAMONTES EXPRESS INC CORONA CA	08/24/2016
215539	2200077009	08/18/2016	USD	299.00	WATER ENVIRONMENT FEDERATION BOSTON MA	08/26/2016
215540	2200077052	08/18/2016	USD	11.07	WINTERS SUMMER CHINO HILLS CA	
215541	2200077237	08/25/2016	USD	575.34	ABATEL CORPORATION SANTA FE SPRINGS CA	08/29/2016
215542	2200077251	08/25/2016	USD	7,011.88	ALS ENVIRONMENTAL DALLAS TX	09/01/2016
215543	2200077235	08/25/2016	USD	94.30	ALTA FOODCRAFT COFFEE ORANGE CA	08/31/2016
215544	2200077238	08/25/2016	USD	70.00	AMERICAN SOCIETY OF CIVIL ENGTUSTIN CA	
215545	2200077203	08/25/2016	USD	1,492.18	ANIKTER INC DALLAS TX	08/30/2016
215546	2200077242	08/25/2016	USD	1,463.21	AUTOZONE INC ATLANTA GA	08/30/2016
215547	2200077228	08/25/2016	USD	180.00	BAVCO LONG BEACH CA	08/30/2016
215548	2200077248	08/25/2016	USD	582.22	BILL'S TRUCK REPAIR INC AZUSA CA	09/07/2016
215549	2200077204	08/25/2016	USD	807.25	BLAZE CONE COMPANY PORTLAND OR	08/30/2016
215550	2200077215	08/25/2016	USD	670.64	BOOT BARN INC IRVINE CA	08/31/2016
215551	2200077261	08/25/2016	USD	172.23	BREIG, ANNA VICTORVILLE CA	09/12/2016
215552	2200077182	08/25/2016	USD	89.18	BRENNER-FIEDLER & ASSOCIATES, RIVERSIDE CA	08/30/2016
215553	2200077244	08/25/2016	USD	16,918.83	BRIGHTVIEW LANDSCAPES LLC ROCKVILLE MD	08/30/2016
215554	2200077183	08/25/2016	USD	370.06	BRITHINSE ELECTRIC COLTON CA	08/30/2016
215555	2200077245	08/25/2016	USD	3,641.71	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	08/30/2016
215556	2200077228	08/25/2016	USD	2,081.78	CINTAS CORPORATION LOC#150 PHOENIX AZ	08/31/2016
215557	2200077184	08/25/2016	USD	65.88	CITY RENTALS INC ONTARIO CA	08/31/2016
215558	2200077266	08/25/2016	USD	572.55	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	08/30/2016
215559	2200077268	08/25/2016	USD	61.44	CONSECO LIFE INSURANCE COMPANYATLANTA GA	09/01/2016
215560	2200077223	08/25/2016	USD	495.00	COUNTY OF RIVERSIDE RIVERSIDE CA	09/12/2016
215561	2200077229	08/25/2016	USD	4,780.00	DAVE'S PLUMBING CHINO HILLS CA	08/30/2016
215562	2200077236	08/25/2016	USD	475.00	DAVID WHEELER'S BEST CONTROL, NORCO CA	08/31/2016
215563	2200077202	08/25/2016	USD	1,918.20	DEEL MARKETING L P PASADENA CA	08/29/2016
215564	2200077241	08/25/2016	USD	493.60	ELECTRO-CHEMICAL DEVICES INC ANAHEIM CA	08/31/2016
215565	2200077240	08/25/2016	USD	195.00	EUROFINS PATON ANALYTICAL, INGRAPEVINE TX	08/31/2016
215566	2200077252	08/25/2016	USD	95,688.01	FACILITY SOLUTIONS GROUP INC PLACENTIA CA	08/31/2016
215567	2200077269	08/25/2016	USD	2,156.28	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	08/30/2016
215568	2200077186	08/25/2016	USD	2,099.10	FISHER SCIENTIFIC LOS ANGELES CA	08/29/2016
215569	2200077187	08/25/2016	USD	14,243.68	FLO SYSTEMS INC ANAHEIM HILLS CA	08/31/2016
215570	2200077200	08/25/2016	USD	7,072.98	FLUID COMPONENTS INTERNATIONALSAN MARCOS CA	08/30/2016
215571	2200077258	08/25/2016	USD	3,047.77	FOUNDATION HA ENERGY GENERATIONSAN FRANCISCO CA	
215572	2200077270	08/25/2016	USD	162.00	FRESQUEZ, ADRIAN CHINO HILLS CA	08/31/2016
215573	2200077260	08/25/2016	USD	410.73	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/30/2016
215574	2200077197	08/25/2016	USD	1,319.25	GENERAL BOTTLE INC LOS ANGELES CA	08/29/2016
215575	2200077196	08/25/2016	USD	1,026.38	GRAINGER PALATINE IL	08/30/2016

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215578	2200077271	08/25/2016	USD	1,326.76	HALL, JASMIN CHINO HILLS CA	09/09/2016
215579	2200077186	08/25/2016	USD	2,274.88	HARRINGTON INDUSTRIAL ELASTICSCHINO CA	08/30/2016
215580	2200077264	08/25/2016	USD	469.46	HOBBS, DIANA APPLE VALLEY CA	08/30/2016
215581	2200077189	08/25/2016	USD	1,116.35	HOMB-DEPOT CREDIT SERVICES DES MOINES IA	09/06/2016
215582	2200077262	08/25/2016	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	08/30/2016
215583	2200077213	08/25/2016	USD	124.05	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	08/30/2016
215584	2200077259	08/25/2016	USD	53,859.12	INLAND BIOENERGY LLC FONTANA CA	09/09/2016
215585	2200077207	08/25/2016	USD	82,600.99	J F SHEA CONSTRUCTION INC WALNUT CA	08/30/2016
215586	2200077190	08/25/2016	USD	103,642.62	J R HILANC CONSTRUCTION CO INCESCONDIDO CA	08/30/2016
215587	2200077232	08/25/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	08/30/2016
215588	2200077239	08/25/2016	USD	78.00	KIM'S MASTER AUTO REPAIR CHINO CA	
215589	2200077206	08/25/2016	USD	291.61	KONICA MINOLTA PASADENA CA	08/30/2016
215590	2200077205	08/25/2016	USD	2,280.50	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	08/31/2016
215591	2200077210	08/25/2016	USD	6,000.80	LAMAR COMPANIES BATON ROUGE LA	08/30/2016
215592	2200077233	08/25/2016	USD	1,999.70	MARS ENVIRONMENTAL INC YORBA LINDA CA	09/07/2016
215593	2200077243	08/25/2016	USD	6,173.72	MICROAGE PHOENIX AZ	08/31/2016
215594	2200077210	08/25/2016	USD	214.28	MIDPOINT BEARING ONTARIO CA	08/29/2016
215595	2200077263	08/25/2016	USD	716.06	MILLER, EIMER L BLUE JAY CA	09/06/2016
215596	2200077199	08/25/2016	USD	179.40	MISCO WATER FOOTHILL RANCH CA	08/30/2016
215597	2200077194	08/25/2016	USD	351.22	MISSION REPROGRAPHICS RIVERSIDE CA	09/01/2016
215598	2200077201	08/25/2016	USD	1,449.75	MISCO MODESTO SALIDA CA	08/30/2016
215599	2200077227	08/25/2016	USD	211.60	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	08/30/2016
215600	2200077253	08/25/2016	USD	1,493.00	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	09/02/2016
215601	2200077208	08/25/2016	USD	100.00	NRD, LLC GRAND ISLAND NY	09/13/2016
215602	2200077185	08/25/2016	USD	415.66	OFFICE DEPOT LOS ANGELES CA	08/29/2016
215603	2200077216	08/25/2016	USD	496.50	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	08/30/2016
215604	2200077255	08/25/2016	USD	5,740.12	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	08/29/2016
215605	2200077272	08/25/2016	USD	52.49	PARKER, STEPHEN CHINO HILLS CA	08/31/2016
215606	2200077267	08/25/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	08/30/2016
215607	2200077195	08/25/2016	USD	626.94	PRETTY CASH EXPENDITURES CHINO CA	08/29/2016
215608	2200077219	08/25/2016	USD	2,686.61	PONTON INDUSTRIES INC YORBA LINDA CA	09/06/2016
215609	2200077247	08/25/2016	USD	270.21	PREMIUM PROMOTIONALS UPLAND CA	08/30/2016
215610	2200077191	08/25/2016	USD	512.99	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/01/2016
215611	2200077212	08/25/2016	USD	225.00	RED WING SHOE STORE CORONA CA	09/02/2016
215612	2200077211	08/25/2016	USD	450.00	RED WING SHOE STORE UPLAND CA	08/30/2016
215613	2200077192	08/25/2016	USD	11,613.54	ROYAL WHOLESALE ELECTRIC ORANGE CA	08/30/2016
215614	2200077256	08/25/2016	USD	228,834.11	SO CALIF EDISON ROSEMEAD CA	09/01/2016
215615	2200077257	08/25/2016	USD	189,352.70	SO CALIF EDISON ROSEMEAD CA	08/30/2016
215616	2200077226	08/25/2016	USD	52,403.00	STANTEC CONSULTING INC CHICAGO IL	08/30/2016
215617	2200077254	08/25/2016	USD	754.53	STORFERIEVE LLC MONTEBELLO CA	08/30/2016
215618	2200077250	08/25/2016	USD	3,072.67	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	08/30/2016
215619	2200077249	08/25/2016	USD	15,843.60	TECHNICAL SYSTEMS INC LYNNWOOD WA	08/30/2016

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

09/14/2016 / 10:15:54
 User: KMCCHRIS
 Page: 8

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
Check						
Check number from to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Check /void
215620	2200077246	08/25/2016	USD	2,765.47	THERMO ELECTRON NORTH AMERICA ATLANTA GA	08/29/2016
215621	2200077214	08/25/2016	USD	54,791.86	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	08/31/2016
215622	2200077231	08/25/2016	USD	1,500.00	TOTALFUNDS BY HASLER TAMPA FL	08/31/2016
215623	2200077218	08/25/2016	USD	8,499.17	TRIMAX SYSTEMS INC BREA CA	08/30/2016
215624	2200077225	08/25/2016	USD	5,499.57	TRUSSELL TECHNOLOGIES INC PASADENA CA	09/01/2016
215625	2200077234	08/25/2016	USD	8,402.16	UNIVERSAL PROTECTION SERVICE PASADENA CA	08/30/2016
215626	2200077224	08/25/2016	USD	72.36	URIMAGE BLOOMINGTON CA	08/08/2016
215627	2200077209	08/25/2016	USD	1,500.00	WATER EDUCATION LA VERNE CA	
215628	2200077193	08/25/2016	USD	3,912.25	WAXIE SANITARY SUPPLY LOS ANGELES CA	08/31/2016
215629	2200077285	08/25/2016	USD	2,763.00	WESTERN DENTAL PLAN ORANGE CA	08/30/2016
215630	2200077217	08/25/2016	USD	1,710.71	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	08/30/2016
215631	2200077221	08/25/2016	USD	7,351.24	XYLEM Dewatering SOLUTIONS INC CHICAGO IL	08/29/2016
215632	2200077275	08/25/2016	USD	269.05	LEE, SYLVIE CHINO HILLS CA	
215633	2200077274	08/25/2016	USD	182,822.27	MIKE HUBALO CONSTRUCTION CO IN BALDWIN PARK CA	08/26/2016
215634	2200077283	08/29/2016	USD	38,357.37	SOUTH COAST AQMD DIAMOND BAR CA	09/07/2016
* Payment method Check			USD	3,697,729.78		

Bank		CBS	CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149					
Acct number		WCOMP	231159290				
Checks created manually							
Check number	From to	Payment	Print date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca /void
04597		2200076836	08/03/2016	USD	128.82	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	08/04/2016
04598		2200076837	08/03/2016	USD	128.82	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	08/04/2016
04599		2200076838	08/03/2016	USD	109.79	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	08/04/2016
04600		2200076839	08/03/2016	USD	98.47	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	08/04/2016
04601		2200076840	08/03/2016	USD	4.86	YORK RISK SERVICES GROUP RANCHO CUCAMONGA CA	08/11/2016
04602		2200076955	08/10/2016	USD	384.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/16/2016
04603		2200076966	08/10/2016	USD	650.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04604		2200076967	08/10/2016	USD	1,525.34	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/16/2016
04605		2200076968	08/10/2016	USD	126.81	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/12/2016
04606		2200076969	08/10/2016	USD	260.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/15/2016
04607		2200077057	08/17/2016	USD	795.40	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/23/2016
04608		2200077058	08/17/2016	USD	32.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/23/2016
04609		2200077060	08/17/2016	USD	93.25	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/22/2016
04610		2200077062	08/17/2016	USD	236.53	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/22/2016
04611		2200077063	08/17/2016	USD	161.39	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/22/2016
04612		2200077278	08/24/2016	USD	11.17	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/24/2016
04613		2200077279	08/24/2016	USD	130.17	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/24/2016
04614		2200077280	08/24/2016	USD	544.76	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/31/2016
04615		2200077281	08/24/2016	USD	28.55	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/31/2016
04616		2200077282	08/24/2016	USD	71.92	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/31/2016
04617		2200077407	08/31/2016	USD	98.47	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/31/2016
* Payment method Checks created manually				USD	5,520.52		

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR AUGUST 5, 2016

PRESENTED AT BOARD MEETING ON OCTOBER 19, 2016

GROSS PAYROLL COSTS			\$1,220,904.35
DEDUCTIONS			(\$539,762.36)
NET PAYROLL			<u>\$681,141.99</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	352	352
AMOUNT	\$0.00	\$681,141.99	<u>\$681,141.99</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR AUGUST 19, 2016

PRESENTED AT BOARD MEETING ON OCTOBER 19, 2016

GROSS PAYROLL COSTS			\$1,273,258.27
DEDUCTIONS			(\$566,330.18)
NET PAYROLL			<u>\$706,928.09</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	350	350
AMOUNT	\$0.00	\$706,928.09	<u>\$706,928.09</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR AUGUST 5, 2016
PRESENTED AT BOARD MEETING ON OCTOBER 19, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$2,953.39	\$540.72
TERRY L. CATLIN	\$2,590.25	\$567.10
STEVEN J. ELIE	\$2,290.25	\$0.00
JASMIN HALL	\$2,647.04	\$1,641.82
	\$0.00	\$0.00
TOTALS	\$10,480.93	\$2,749.64

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105748
ENDING CHECK NO.	105749
TOTAL CHECKS PROCESSED	2

IEUA DIRECTOR PAYSHEET

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-06-16	IEUA Board Workshop	No – Cancelled	\$-0-
07-13-16	Public Affairs, Legislative & Water Resources Committee	Yes	\$225.00
07-13-16	Engineering, Operations and Biosolids Management Committee	Yes (same day)	\$-0-
07-13-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
07-20-16	IEUA Board Meeting	Yes	\$225.00
07-20-16	IEUA Employee Picnic	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$450.00
Total No. of Meetings Attended			5
Total No. of Meetings Paid			2

DIRECTOR
SIGNATURE



Approved by:


 Terry Catlin, President, Board of Directors

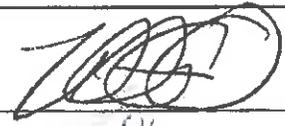
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-11-16	MWD Standing Committee	Yes	\$225.00
07-12-16	MWD other Committee Meetings and Board Meeting	Yes	\$225.00
07-26-16	MWD other Committee meeting	Yes	\$225.00
07-27-16	PVID meeting as MWD Rep	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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-07-16	Regional Policy Committee Mtg.	No (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 Catlin
President, Board of Directors

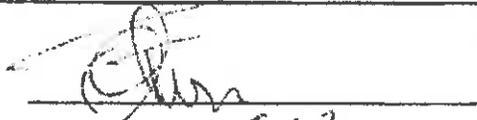
IEUA DIRECTOR PAYSHEET

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-06-16	IEUA Board Workshop	No - Cancelled	\$-0-
07-13-16	Engineering & Operations Committee	Yes	\$225.00
07-13-16	Finance, Legal & Administration Committee (Alternate)	Yes (same day)	\$-0-
07-20-16	Board Meeting	Yes	\$225.00
07-20-16	Agency Star Award Presentation (Picnic)	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			2

DIRECTOR SIGNATURE



Approved by:

 Steven J. Elie
 Secretary/Treasurer, Board of Directors

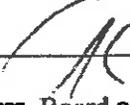
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON SAWPA COMMISSION**

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-05-16	SAWPA Commission Workshop	No (Cancelled)	\$-0-
07-19-16	SAWPA Commission Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT			\$225.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) including Agency meetings* (SAWPA \$197.82 (eff. 2/16/16))			
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE 

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

*SAWPA will pay \$197.82 (eff. 2/16/16) per meeting directly to the Agency.

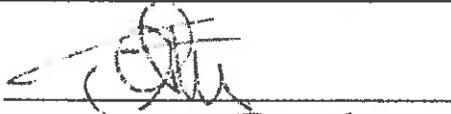
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

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

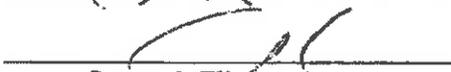
JULY 2016

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

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

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

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

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-21-16	CBWM Advisory Cmte. Meeting	No	\$-0-
07-28-16	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.

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

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-07-16	Regional Policy Committee Mtg.	No (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

IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE

EMPLOYEE NO. 1175

ACCOUNT NO. 10200 110100 100000 501010

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-06-16	IEUA Board Workshop	No (cancelled)	\$-0-
07-13-16	Public, Legislative Affairs and Water Resources Committee	No	\$-0-
07-13-16	Finance, Legal & Administration Committee	No	\$-0-
07-20-16	Board meeting	Yes	\$225.00
07-20-16	IEUA Employee Picnic	Yes (same day)	\$-0-
07-22-16	SCWC Quarterly meeting	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$450.00
Total No. of Meetings Attended			3 /
Total No. of Meetings Paid			2 /

DIRECTOR
SIGNATURE



Approved By:



Terry Catlin
President, Board of Directors

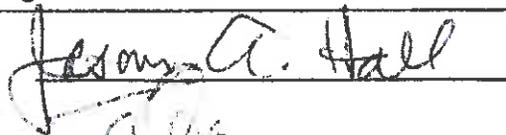
IEUA DIRECTOR PAYSHEET

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-06-16	IEUA Board Workshop	No (Cancelled)	\$-0-
07-12-16	Rialto City Council Meeting	Yes	\$225.00
07-13-16	Public, Legislative Affairs, & Water Resources Committee	Yes	\$225.00
07-13-16	Engineering, Operations & Biosolids Committee	Yes (same day)	\$-0-
07-13-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
07-16-16	Grand Opening Celebration of Chino Community Center	Yes	\$225.00
07-18-16	Fontana Business Activity Update w/J. Sandoval & C. Hays	Yes	\$225.00
07-18-16	Association of Special Districts Dinner Meeting	Yes (same day)	\$-0-
07-20-16	IEUA Board meeting	Yes	\$225.00
07-20-15	IEUA Employee Picnic	Yes (same day)	\$-0-
07-21-16	Pyrite Canyon Treatment Facility at Stringfellow Dedication Ceremony	Yes	\$225.00
07-26-16	Fontana City Council meeting	Yes	\$225.00
07-28-16	AWWEE Environmental Coverage in the Media	Yes	\$225.00
07-30-16	JCSD Board of Directors 60 th Anniversary Celebration Breakfast	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,025.00
Total No. of Meetings Attended			13
Total No. of Meetings Paid			9

DIRECTOR
SIGNATURE



Approved by:


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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-05-16	SAWPA Commission Workshop	No (Cancelled)	\$-0-
07-19-16	SAWPA Commission Meeting	Yes	\$27.18
TOTAL REIMBURSEMENT			\$27.18
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			
Total No. of SAWPA Meetings Attended			1
Total No. of SAWPA Meetings Paid			1

DIRECTOR SIGNATURE 

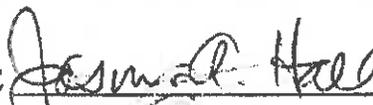
Approved by: 
Terry Catlin
President, Board of Directors

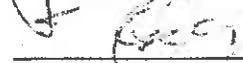
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)**

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

JULY 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-07-16	CDA Special 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 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

Check	Payee / Description	Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 16 8/5/16 Deferred Comp Ded HR 0045200	14,380.11
	ICMA RETIREMENT TRUST 457 \$	14,380.11
ACH	LINCOLN NATIONAL LIFE INS CO P/R 16 8/5/16 Deferred Comp Ded HR 0045200 P/R 16 8/5/16 Deferred Comp Ded - Adj P/R 16 8/5 AD	22,516.47 200.00
	LINCOLN NATIONAL LIFE INS CO \$	22,716.47
ACH	ICMA RETIREMENT TRUST 401 P/R 16 8/5/16 Exec Deferred Comp Ded HR 0045200	10,520.12
	ICMA RETIREMENT TRUST 401 \$	10,520.12
ACH	AQUA BEN CORPORATION RP1-20,700 Lbs Polymer 750A 34737	27,515.76
	AQUA BEN CORPORATION \$	27,515.76
ACH	SANTA ANA WATERSHED 16/17 Emerging Constituents Workgroup 9274	2,692.00
	SANTA ANA WATERSHED \$	2,692.00
ACH	CHINO BASIN DESALTER AUTHORITY CDA-EN16021.90-IEUA Contrib # 6 -Proj C1 RSTRCTD CONTR	301,037.94
	CHINO BASIN DESALTER AUTHORITY \$	301,037.94
ACH	LA OPINION PI-Water Conservation Ad-6/13/16 Ad 2255470 PI-Water Conservation Ad-6/20/16 Ad 2255792	1,100.00 1,100.00
	LA OPINION \$	2,200.00
ACH	OLIN CORP TP1-4,954 Gals Sodium Hypochlorite 2191898 CCWRP-3,002 Gals Sodium Hypochlorite 2179660 CCWRP-3,000 Gals Sodium Hypochlorite 2186382 CCWRP-4,986 Gals Sodium Hypochlorite 2191218	2,714.79 1,645.10 1,644.00 2,732.33
	OLIN CORP \$	8,736.22
ACH	GK & ASSOCIATES INC 46-1141-6/16 Prof Svcs 16-047 46-1141-6/16 Prof Svcs 16-046 46-1141-6/16 Prof Svcs 16-049 46-1141-6/16 Prof Svcs 16-048	13,680.00 25,000.00 12,780.00 10,824.00
	GK & ASSOCIATES INC \$	62,284.00
ACH	KOPP ILLUSTRATION, INC. RP4/RCA-Revise RCA Facility Illustration 00002089 RP4/RCA-Revise RP4 Facility Illustration 00002088	350.00 475.00
	KOPP ILLUSTRATION, INC. \$	825.00

Check	Payee / Description	Amount
ACH	ARCADIS U.S., INC. WR16026-4/25/16-5/22/16 Professional Ser 0792139	8,367.10
	ARCADIS U.S., INC. \$	8,367.10
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 16 8/5/16 Employee Ded KR 0045200	186.00
	IEUA EMPLOYEES' ASSOCIATION \$	186.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 16 8/5/16 Employee Ded HR 0045200	405.00
	IEUA SUPERVISORS UNION ASSOCIAS	405.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 16 8/5/16 Employee Ded Adj P/R 16 8/5 AD	62.50
	IEUA GENERAL EMPLOYEES ASSOCIAS	62.50
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 16 8/5/16 Employee Ded HR 0045200	1,081.60
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,081.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 16 8/5/16 Employee Ded HR 0045200	460.00
	IEUA PROFESSIONAL EMPLOYEES ASS	460.00
ACH	DISCOVERY BENEFITS INC P/R 16 8/5/16 Cafeteria Plan HR 0045200	3,157.84
	DISCOVERY BENEFITS INC \$	3,157.84
ACH	AQUA BEN CORPORATION RP1-18,400 Lbs Polymer 750A 34761	24,458.46
	AQUA BEN CORPORATION \$	24,458.46
ACH	NAPA GENUINE PARTS COMPANY Air Filter, Motoroil Bay Boxes, Oil Filt 196170 191.28 Specialty Battery 196129 157.62 RCA-Napagold Air Filter 775720 91.63	
	NAPA GENUINE PARTS COMPANY \$	440.53
ACH	SANTA ANA WATERSHED June 2016 Service 8880/8889	141,699.04
	SANTA ANA WATERSHED \$	141,699.04
ACH	HDR ENGINEERING INC RP4-5/1-6/25 Prof Svcs 00282364-B	6,964.00
	HDR ENGINEERING INC \$	6,964.00
ACH	DEZURIK INC	

Check	Payee / Description	Amount
	2 - Butterfly Valves	4,998.24
	RPI/62010787	
	DEZURIK INC	\$ 4,998.24
ACH	CHINO BASIN DESALTER AUTHORITY	
	CDA-Wellfield Development-Wells 1,2,3-In 276	10,163.93
	CDA-1010 Zn Pmp Stn & Ppln-Inv#23A-Grnt 277	31,367.93
	CHINO BASIN DESALTER AUTHORITY\$	41,531.86
ACH	ALFA LAVAL INC	
	Pillow Block 276755249	11,348.56
	2 Vertical Seal Assemblies 276038264	1,547.91
	ALFA LAVAL INC	\$ 12,896.47
ACH	INLAND EMPIRE REGIONAL	
	7/16 Biosolids 90018535	246,928.55
	INLAND EMPIRE REGIONAL	\$ 246,928.55
ACH	TRICO CORPORATION	
	Sampling Pumps 120762	441.65
	TRICO CORPORATION	\$ 441.65
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R DIR 008 8/12 Employee Ded HR 0045300	12.00
	IEUA EMPLOYEES' ASSOCIATION	\$ 12.00
ACH	OLIN CORP	
	RP4-2,512 Gals Sodium Hypochlorite 2192209	1,376.58
	TP1-4,980 Gals Sodium Hypochlorite 2192092	2,729.04
	RP1-2,688 Gals Sodium Hypochlorite 2192093	1,473.02
	RP5-4,910 Gals Sodium Hypochlorite 2197134	2,690.68
	TP1-4,584 Gals Sodium Hypochlorite 2196476	2,512.03
	TP1-4,972 Gals Sodium Hypochlorite 2197811	2,724.66
	CCWRP-4,968 Gals Sodium Hypochlorite 2196475	2,722.46
	RP4-3,482 Gals Sodium Hypochlorite 2196474	1,908.14
	TP1-4,950 Gals Sodium Hypochlorite 2195670	2,712.60
	CCWRP-3,006 Gals Sodium Hypochlorite 2198461	1,647.29
	TP1-4,982 Gals Sodium Hypochlorite 2195015	2,730.14
	RP4-3,492 Gals Sodium Hypochlorite 2194720	1,913.62
	TP1-4,468 Gals Sodium Hypochlorite 2198462	2,448.46
	TP1-4,998 Gals Sodium Hypochlorite 2198750	2,738.90
	TP1-4,930 Gals Sodium Hypochlorite 2194719	2,701.64
	RP4-3,008 Gals Sodium Hypochlorite 2198751	1,648.38
	CCWRP-4,998 Gals Sodium Hypochlorite 2194718	2,738.90
	RP5-4,912 Gals Sodium Hypochlorite 2198913	2,691.78
	TP1-4,942 Gals Sodium Hypochlorite 2194109	2,708.22
	TP1-4,932 Gals Sodium Hypochlorite 2199381	2,702.74
	RP5-4,922 Gals Sodium Hypochlorite 2193508	2,697.26
	TP1-4,966 Gals Sodium Hypochlorite 2192891	2,721.37
	TP1-4,838 Gals Sodium Hypochlorite 2192210	2,651.22
	OLIN CORP	\$ 55,589.13
ACH	ICMA RETIREMENT TRUST 457	

Check	Payee / Description		Amount
	P/R 17 8/19 Deferred Comp	HR 0045400	13,703.11
	ICMA RETIREMENT TRUST 457	\$	13,703.11
ACH	LINCOLN NATIONAL LIFE INS CO		
	P/R 17 8/19 Deferred Comp Ded	HR 0045400	22,132.79
	P/R 17 8/19 Deferred Comp	P/R 17 ADJ	200.00
	LINCOLN NATIONAL LIFE INS CO	\$	22,332.79
ACH	ICMA RETIREMENT TRUST 401		
	P/R 17 8/19 Exec Deferred Comp	HR 0045400	10,550.76
	ICMA RETIREMENT TRUST 401	\$	10,550.76
ACH	AQUA BEN CORPORATION		
	RP1-16,100 Lbs Polymer 750A	34786	21,401.15
	RP2-18,400 Lbs Polymer 748E	34795	19,971.36
	DAFT-11,500 Lbs Polymer 748E	34785	12,482.10
	AQUA BEN CORPORATION	\$	53,854.61
ACH	LASER LINE		
	Inv-Toner Cartridges	28933	752.53
	HQA-Svc HP 9250C,Formatter Board/Hardriv	28892	546.84
	HQA-Svc HP 9250C	28866	189.95
	LASER LINE	\$	1,489.32
ACH	NAPA GENUINE PARTS COMPANY		
	32oz Battery Terminal Protectant	198700	129.58
	Syngear Oil,Red Grs Cart	782233	419.86
	1 Napa Battery	198036	147.96
	NAPA GENUINE PARTS COMPANY	\$	697.40
ACH	ALFA LAVAL INC		
	Upper Belt, Lower Belt	276034370	4,436.38
	ALFA LAVAL INC	\$	4,436.38
ACH	EPI-USE LABS LLC		
	9/16-8/17 HCM Annual Maintenance Fee	INV-US3283	1,836.71
	EPI-USE LABS LLC	\$	1,836.71
ACH	EVOQUA WATER TECHNOLOGIES LLC		
	7/1-9/30/2016 DI Tank Rental	902696212	99.29
	EVOQUA WATER TECHNOLOGIES LLC	\$	99.29
ACH	ARCADIS U.S., INC.		
	WR16026-5/23/16-7/17/16 Professional Ser 0796368		4,210.60
	ARCADIS U.S., INC.	\$	4,210.60
ACH	IEUA EMPLOYEES' ASSOCIATION		
	P/R 17 8/19 Employee Ded	HR 0045400	186.00

Check	Payee / Description	Amount
	IEUA EMPLOYEES' ASSOCIATION \$	186.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 17 8/19 Employee Ded	HR 0045400 390.00
	IEUA SUPERVISORS UNION ASSOCIAS	390.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 17 8/19	P/R 17 ADJ 62.50
	P/R 17 8/19 Employee Ded	ER 0045400 1,069.10
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,131.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 17 8/19 Employee Ded	HR 0045400 470.00
	IEUA PROFESSIONAL EMPLOYEES ASS	470.00
ACH	DISCOVERY BENEFITS INC P/R 17 8/19 Cafeteria Plan	HR 0045400 3,051.59
	DISCOVERY BENEFITS INC \$	3,051.59
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	

Check	Payee / Description	Amount
	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
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

Check	Payee / Description	Amount
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
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

Check	Payee / Description	Amount
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
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 594.46
	TIEGS, KATHLEEN	\$ 594.46
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 777.28
	DIGGS, GEORGE	\$ 777.28
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 469.46
	HAYES, KENNETH	\$ 469.46
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 543.83
	VARBEL, VAN	\$ 543.83
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

Check	Payee / Description	Amount
	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
	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

Check	Payee / Description	Amount
	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 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 480.05
	HERNANDEZ, BENJAMIN	\$ 480.05
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	

Check	Payee / Description	Amount
	Reim Monthly 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
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

Check	Payee / Description	Amount
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
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

Check	Payee / Description	Amount
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 480.05
	VANDERPOOL, LARRY	\$ 480.05
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
	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-11,500 Lbs Polymer 748E	34810 12,482.10
	RP1-20,700 Lbs Polymer 750A	34811 27,515.76
	AQUA BEN CORPORATION	\$ 39,997.86
ACH	SANTA ANA WATERSHED July 2016 Truck Discharge	8896 3,511.00

Check	Payee / Description	Amount
	SANTA ANA WATERSHED	\$ 3,511.00
ACH	MARK IV COMMUNICATIONS INC Install Cable in Exec Office 21048	1,256.93
	MARK IV COMMUNICATIONS INC	\$ 1,256.93
ACH	ALFA LAVAL INC Repair Kits, Service Kits, Major Kits 276755251	65,862.96
	ALFA LAVAL INC	\$ 65,862.96
ACH	LA OPINION PI-Water Conservation Ad-7/27/16 Ad 2257266	1,100.00
	LA OPINION	\$ 1,100.00
ACH	OLIN CORP TP1-4,954 Gals Sodium Hypochlorite 2201959	2,714.79
	TP1-4,940 Gals Sodium Hypochlorite 2200112	2,707.12
	TP1-4,998 Gals Sodium Hypochlorite 2202255	2,738.90
	RP1-4,788 Gals Sodium Hypochlorite 2202256	2,623.82
	RP4-2,988 Gals Sodium Hypochlorite 2202400	1,637.42
	TP1-4,996 Gals Sodium Hypochlorite 2203604	2,737.81
	RP4-2,982 Gals Sodium Hypochlorite 2200749	1,634.14
	RP5-4,964 Gals Sodium Hypochlorite 2200748	2,720.27
	TP1-4,982 Gals Sodium Hypochlorite 2202914	2,730.14
	RP2-1,800 Gals Sodium Hypochlorite 2201958	986.40
	TP1-4,974 Gals Sodium Hypochlorite 2201394	2,725.75
	OLIN CORP	\$ 25,956.56
ACH	SIEMENS INDUSTRY INC Hydroranger 5601016543	1,619.83
	SIEMENS INDUSTRY INC	\$ 1,619.83
ACH	WEST COAST ADVISORS 7/16 Prof Svcs 10454	9,800.00
	WEST COAST ADVISORS	\$ 9,800.00
ACH	PREFERRED BENEFIT INSURANCE 8/16 Agency Dental Plan BIA18193	15,044.30
	PREFERRED BENEFIT INSURANCE	\$ 15,044.30
ACH	DISCOVERY BENEFITS INC P/R 14 & 15 July Admin Fees 0000670813-IN	152.00
	DISCOVERY BENEFITS INC	\$ 152.00
ACH	ICMA RETIREMENT TRUST 457 P/R 18 9/2 Deferred Comp Ded HR 0046100	14,902.56
	ICMA RETIREMENT TRUST 457	\$ 14,902.56
ACH	LINCOLN NATIONAL LIFE INS CO	

Check	Payee / Description	Amount
	P/R 18 9/2 Deferred Comp Ded	21,642.19
	HR 0046100	---
	LINCOLN NATIONAL LIFE INS CO \$	21,642.19
ACH	ICMA RETIREMENT TRUST 401	
	P/R 18 9/2 Exec Deferred Comp	59,923.99
	HR 0046100	---
	ICMA RETIREMENT TRUST 401 \$	59,923.99

Grand Total Payment Amount: \$ 1,408,078.03

Check	Payee / Description	Amount
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Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 16 8/5/16 Taxes - Adj	P/R 16 8/5 AD	556.23
		HR 0045200	9,417.04
	P/R 16 8/5/16 Taxes	HR 0045200	48,892.45
	EMPLOYMENT DEVELOPMENT DEPARTMS		58,865.72

Wire	INTERNAL REVENUE SERVICE		
	P/R 16 8/5/16 Taxes - Adj	P/R 16 8/5 AD	3,636.57
	P/R 16 8/5/16 Taxes	HR 0045200	293,514.90
	INTERNAL REVENUE SERVICE	\$	297,151.47

Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R DIR 008 8/12 Taxes	HR 0045300	344.16
	EMPLOYMENT DEVELOPMENT DEPARTMS		344.16

Wire	INTERNAL REVENUE SERVICE		
	P/R DIR 008 8/12 Taxes	HR 0045300	1,714.84
	INTERNAL REVENUE SERVICE	\$	1,714.84

Wire	BANK OF AMERICA NT&SA		
	P/R 16 8/5/16 EFT Direct Deposit	080516	681,141.99
	BANK OF AMERICA NT&SA	\$	681,141.99

Wire	BANK OF AMERICA NT&SA		
	P/R DIR 008 8/12/16 EFT Direct Deposit	081216 DIR	1,641.82
	BANK OF AMERICA NT&SA	\$	1,641.82

Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 17 8/19 Taxes	HR 0045400	54,876.44
	P/R 17 8/19 Taxes	HR 0045400	9,700.37
	P/R 17 8/19 Taxes	P/R 17 ADJ	563.46
	EMPLOYMENT DEVELOPMENT DEPARTMS		65,140.27

Wire	INTERNAL REVENUE SERVICE		
	P/R 17 8/19 Taxes	P/R 17 ADJ	3,640.31
	P/R 17 8/19 Taxes	HR 0045400	319,816.25
	INTERNAL REVENUE SERVICE	\$	323,456.56

Wire	BANK OF AMERICA NT&SA		
	P/R 17 8/19/16 EFT Direct Deposit	081916	706,928.09
	BANK OF AMERICA NT&SA	\$	706,928.09

Wire	PUBLIC EMPLOYEES' RETIREMENT S		
	8/16 Health Ins-Retirees, Board, Employees 2074 8/16		228,608.91
	PUBLIC EMPLOYEES' RETIREMENT S\$		228,608.91

Wire	STATE DISBURSEMENT UNIT		
		HR 0045200	198.00

Check	Payee / Description	Amount
	P/R 16 8/5/16	1,145.06
	STATE DISBURSEMENT UNIT	1,343.06
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 16 8/5/16 PERS	260,260.84
	P/R 16 8/5/16 Adj Request by PERS	3,521.70
	PUBLIC EMPLOYEES RETIREMENT SYS	263,782.54
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 16 8/5/16 Deferred Comp Ded - Adj	481.33
	P/R 16 8/5/16 Deferred Comp Ded	18,458.71
	PUBLIC EMPLOYEE'S RETIREMENT SS	18,940.04
Wire	STATE BOARD OF EQUALIZATION	
	7/16 Sales Tax Deposit	9,107.00
	STATE BOARD OF EQUALIZATION	9,107.00
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 17 8/19 Deferred Comp Ded	16,245.31
	P/R 17 8/19 Deferred Comp Ded	481.33
	PUBLIC EMPLOYEE'S RETIREMENT SS	16,726.64
Wire	STATE DISBURSEMENT UNIT	
	P/R 17 8/19	198.00
	P/R 17 8/19	1,145.06
	STATE DISBURSEMENT UNIT	1,343.06
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 17 8/19 PERS - Adj	3,523.17
	P/R 17 8/19 PERS	260,020.31
	PUBLIC EMPLOYEES RETIREMENT SYS	263,543.48
Wire	METROPOLITAN WATER DISTRICT	
	June 2016 Water Purchase	2,229,978.72
	METROPOLITAN WATER DISTRICT	2,229,978.72

Grand Total Payment Amount: \$ 5,169,758.37

**CONSENT
CALENDAR
ITEM**

2F



Date: November 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (11/9/16)

From:  P. Joseph Grindstaff
General Manager

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

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of September 2016, in the amount of \$13,658,483.29.

BACKGROUND

September disbursement activity includes vendor payments (check numbers 215635-216107) of \$3,782,435.50 and workers compensation payments (check numbers 04618-04635) of \$3,853.24. The total amount of ACH and wire transfer payments is \$9,868,549.88, which includes payroll taxes in the amount of \$727,547.02. The total employee pay was \$2,065,431.92. The total pay for the Board of Directors was \$4,972.05.

Payment Type		Transactions	Total Amount
Check	Vendors	471	3,782,435.50
	Workers-Comp	18	3,853.24
	Payroll-Directors'	3	3,644.67
	Payroll-Others	0	0.00
Subtotal Check		492	\$3,789,933.41
ACH		168	\$3,063,860.00
Wire Transfer	Payroll-Net Pay	3	2,065,431.92
	Payroll-Directors'	1	1,327.38
	Others	18	4,737,930.58
Subtotal Wires		22	\$6,804,689.88
TOTAL		682	\$13,658,483.29

Report on General Disbursements

November 16, 2016

Page 2

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

Vendor	Amount	Description
MWD	3,134,113.32	July 2016 Water Purchase
CHINO BASIN DESALTER	1,212,222.88	MWD Rebate Pass Through, Inter Co Billing
COUNTY SANITATION DISTRICTS OF LA COUNTY	1,067,570.83	1QTR 16/17 Wstwtr Trmnt Surchg
PERS	818,311.60	P/R 18, 19, 20, 9/16 Health Ins, Deferred Comp
IRS	607,717.98	P/R 18, 19, 20 Dir 9 Taxes
SO CAL EDISON	507,552.16	September 2016 Electricity Usage

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.

Bank		CIB		CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149					
Acct number		CHECK		231167641			
Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
215635	2200077362	09/01/2016	USD	387.84	ABRITX CORPORATION SANTA FE SPRINGS CA	09/12/2016	
215636	2200077356	09/01/2016	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	09/09/2016	
215637	2200077308	09/01/2016	USD	399.90	AIRGAS WEST INC PASADENA CA	09/07/2016	
215638	2200077387	09/01/2016	USD	239.14	AMERICAN HERITAGE LIFE INSURANDALLAS TX	09/08/2016	
215639	2200077363	09/01/2016	USD	120.00	AMERICAN SOCIETY OF CIVIL ENGIJUSTIN CA		
215640	2200077347	09/01/2016	USD	4,718.75	APELLED NETWORK SECURITY BYRON CA	09/07/2016	
215641	2200077359	09/01/2016	USD	43.33	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/08/2016	
215642	2200077336	09/01/2016	USD	220.00	ATMAA INC CALABASAS CA	09/16/2016	
215643	2200077368	09/01/2016	USD	146.87	AUTOZONE INC ATLANTA GA	09/08/2016	
215644	2200077355	09/01/2016	USD	233.10	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	09/07/2016	
215645	2200077316	09/01/2016	USD	270.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/16/2016	
215646	2200077371	09/01/2016	USD	25,481.31	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	09/07/2016	
215647	2200077405	09/01/2016	USD	58.32	CAMEOS, JESSE CHINO HILLS CA	09/12/2016	
215648	2200077399	09/01/2016	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	09/07/2016	
215649	2200077315	09/01/2016	USD	3,623.50	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA	09/16/2016	
215650	2200077318	09/01/2016	USD	204.00	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA		
215651	2200077332	09/01/2016	USD	171.94	CHINO MFG & REPAIR INC CHINO CA	09/07/2016	
215652	2200077350	09/01/2016	USD	637.25	CINDAS CORPORATION LOCK150 PHOENIX AZ	09/07/2016	
215653	2200077397	09/01/2016	USD	404.50	CITY EMPLOYERS ASSOCIATES LONG BEACH CA	09/08/2016	
215654	2200077379	09/01/2016	USD	3,949.15	CITY OF CHINO CHINO CA	09/06/2016	
215655	2200077294	09/01/2016	USD	424.79	CITY RENTALS INC ONTARIO CA	09/09/2016	
215656	2200077357	09/01/2016	USD	2,767.05	CRUMP & CO INC PASADENA CA	09/08/2016	
215657	2200077342	09/01/2016	USD	16,106.44	CS-AMSCO HUNTINGTON BEACH CA	09/07/2016	
215658	2200077380	09/01/2016	USD	55.20	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	09/07/2016	
215659	2200077320	09/01/2016	USD	1,800.00	CUES ATLANTA GA	09/06/2016	
215660	2200077373	09/01/2016	USD	8,366.40	D & H WATER SYSTEMS INC OCEANSIDE CA	09/09/2016	
215661	2200077354	09/01/2016	USD	750.00	DAVE'S PLUMBING CHINO HILLS CA	09/08/2016	
215662	2200077358	09/01/2016	USD	2,256.72	DAVID WHEELER'S PEST CONTROL, NORCO CA	09/13/2016	
215663	2200077314	09/01/2016	USD	11,471.98	DELL MARKETING L P PASADENA CA	09/07/2016	
215664	2200077361	09/01/2016	USD	905.43	DOWNES ENERGY CORONA CA	09/07/2016	
215665	2200077366	09/01/2016	USD	3,702.78	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	09/07/2016	
215666	2200077369	09/01/2016	USD	8,038.91	ENVIRONMENTAL SCIENCE ASSOCIATISAN FRANCISCO CA	09/09/2016	
215667	2200077367	09/01/2016	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	09/13/2016	
215668	2200077365	09/01/2016	USD	65.00	EUROFINS BACON ANALYTICAL, INGRAPEVINE TX	09/07/2016	
215669	2200077303	09/01/2016	USD	107.35	FIRST AID 2000 HUNTINGTON BEACH CA	09/13/2016	
215670	2200077296	09/01/2016	USD	2,575.33	FISHER SCIENTIFIC LOS ANGELES CA	09/06/2016	
215671	2200077383	09/01/2016	USD	543.04	FONTANA WATER COMPANY FONTANA CA	09/09/2016	
215672	2200077386	09/01/2016	USD	950.52	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/08/2016	
215673	2200077377	09/01/2016	USD	6,208.00	GILLIS + PANICHAPAN ARCHITECTSCOSTA MESA CA	09/07/2016	
215674	2200077378	09/01/2016	USD	6,130.77	GOAL PRODUCTIONS INC GLENDALE CA	09/08/2016	
215675	2200077337	09/01/2016	USD	1,890.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	09/16/2016	
215676	2200077312	09/01/2016	USD	3,728.63	GRAINGER PALATINE IL	09/07/2016	
215677	2200077352	09/01/2016	USD	3,819.80	GRISWOLD INDUSTRIES COSTA MESA CA	09/07/2016	
215678	2200077297	09/01/2016	USD	156.56	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	09/07/2016	

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215679	2200077298	09/01/2016	USD	928.19	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/12/2016	
215680	2200077403	09/01/2016			voided by PJACKSON - Check not needed	09/14/2016	
215681	2200077364	09/01/2016	USD	1,987.48	ICE CUBE INC GREENSBURG PA	09/08/2016	
215682	2200077391	09/01/2016	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/08/2016	
215683	2200077341	09/01/2016	USD	8,000.00	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	09/07/2016	
215684	2200077372	09/01/2016	USD	10,000.00	ISLE INC PALO ALTO CA	09/08/2016	
215685	2200077327	09/01/2016	USD	27,261.74	LEE & RO INC CITY OF INDUSTRY CA	09/07/2016	
215686	2200077396	09/01/2016	USD	306.90	LEGALSHIELD ADA OK	09/09/2016	
215687	2200077328	09/01/2016	USD	4,185.50	LIEBERT CASSIDY WHITMORE LOS ANGELES CA	09/08/2016	
215688	2200077395	09/01/2016	USD	11,380.39	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	09/08/2016	
215689	2200077334	09/01/2016	USD	500.00	LOS SERRANOS GOLF & COUNTRY CLCHINO HILLS CA	09/13/2016	
215690	2200077400	09/01/2016	USD	192.00	MARIA FRESQUEZ LAS VEGAS NV	09/08/2016	
215691	2200077321	09/01/2016	USD	511.11	MCMASTER-CARR SUPPLY CO CHICAGO IL	09/07/2016	
215692	2200077370	09/01/2016	USD	3,250.00	MICROAGE PHOENIX AZ	09/08/2016	
215693	2200077313	09/01/2016	USD	5,770.21	MISCO WATER FOOTHILL RANCH CA	09/12/2016	
215694	2200077345	09/01/2016	USD	211.60	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	09/07/2016	
215695	2200077375	09/01/2016	USD	2,640.00	O C VACUUM INC LONG BEACH CA	09/08/2016	
215696	2200077295	09/01/2016	USD	1,795.77	OFFICE DEPOT LOS ANGELES CA	09/06/2016	
215697	2200077330	09/01/2016	USD	2,973.60	PALM AUTO DETAIL INC COLTON CA	09/13/2016	
215698	2200077398	09/01/2016	USD	238.33	PATRICK W HUNTER PHELAN CA	09/14/2016	
215699	2200077394	09/01/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	09/09/2016	
215700	2200077310	09/01/2016	USD	282.00	PETTY CASH EXPENDITURES CHINO CA	09/14/2016	
215701	2200077401	09/01/2016	USD	162.00	REED, RANDALL J CHINO HILLS CA	10/03/2016	
215702	2200077404	09/01/2016	USD	532.98	ROBISON, JOHN CHINO HILLS CA	09/13/2016	
215703	2200077301	09/01/2016	USD	10,264.64	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/08/2016	
215704	2200077346	09/01/2016	USD	1,214.95	RSD LAKE FOREST CA	09/07/2016	
215705	2200077326	09/01/2016	USD	83.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/14/2016	
215706	2200077302	09/01/2016	USD	230.27	SMART & FINAL LOS ANGELES CA	09/09/2016	
215707	2200077381	09/01/2016	USD	263.95	SO CALIF EDISON ROSEMEAD CA	09/08/2016	
215708	2200077382	09/01/2016	USD	203.06	SO CALIF GAS MONTEREY PARK CA	09/09/2016	
215709	2200077343	09/01/2016	USD	5,424.00	STANTEC CONSULTING INC CHICAGO IL	09/06/2016	
215710	2200077329	09/01/2016	USD	20,374.68	STATE OF CALIFORNIA MATHER CA	09/09/2016	
215711	2200077309	09/01/2016	USD	6,078.72	SUEZ TREATMENT SOLUTIONS INC BALTIMORE MD	09/07/2016	
215712	2200077311	09/01/2016	USD	140.46	SUNSHINE FILTERS OF PINELLAS ILARGO FL	09/08/2016	
215713	2200077374	09/01/2016	USD	51,307.85	SUPERIOR ELECTRIC MOTOR SERVICEVERNON CA	09/07/2016	
215714	2200077344	09/01/2016	USD	22,747.00	THE ALSTIN COMPANY CLEVELAND OH	09/07/2016	
215715	2200077324	09/01/2016	USD	58,938.20	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	09/08/2016	
215716	2200077376	09/01/2016	USD	1,910.00	TRIBOLOGIK CORPORATION HAMMOND IN	09/07/2016	
215717	2200077351	09/01/2016	USD	18,902.70	U S BANK ST LOUIS MO	09/13/2016	
215718	2200077331	09/01/2016	USD	102.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/06/2016	
215719	2200077322	09/01/2016	USD	3,723.97	U S HOSE INC ONTARIO CA	09/07/2016	
215720	2200077348	09/01/2016	USD	3,000.00	UC REGENTS RIVERSIDE CA	09/09/2016	
215721	2200077319	09/01/2016	USD	1,212.30	ULTRA SCIENTIFIC NORTH KINGSTOWN RI	09/08/2016	
215722	2200077304	09/01/2016	USD	306.00	UNDERGROUND SERVICE ALERT/SC CORONA CA	09/08/2016	

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215723	2200077340	09/01/2016	USD	72.36	URIMAGE BLOOMINGTON CA	09/08/2016
215724	2200077349	09/01/2016	USD	24,067.15	V & A CONSULTING ENGINEERS OAKLAND CA	09/08/2016
215725	2200077325	09/01/2016	USD	5,451.78	VERIZON WIRELESS DALLAS TX	09/08/2016
215726	2200077335	09/01/2016	USD	18,924.62	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/07/2016
215727	2200077317	09/01/2016	USD	478.34	WASTE MANAGEMENT OF LOS ANGELES CA	09/07/2016
215728	2200077306	09/01/2016	USD	2,208.18	WAXIE SANITARY SUPPLY LOS ANGELES CA	09/09/2016
215729	2200077307	09/01/2016	USD	13,094.05	WEST VALLEY MOSQUITO AND ONTARIO CA	09/07/2016
215730	2200077339	09/01/2016	USD	801.66	WORLDWIDE EXPRESS ALBANY NY	09/07/2016
215731	2200077338	09/01/2016	USD	7,351.24	XYLEM DEWATERING SOLUTIONS INCCHICAGO IL	09/07/2016
215732	2200077402	09/01/2016	USD	115.00	ZUGHBI, JAMAL A CHINO HILLS CA	10/06/2016
215733	2200077475	09/08/2016	USD	4,033.72	4TMRPRINT INC CHICAGO IL	09/13/2016
215734	2200077437	09/08/2016	USD	920.12	ACCURATE AIR ENGINEERING INC CERRITOS CA	09/13/2016
215735	2200077429	09/08/2016	USD	903.42	AIRGAS WEST INC PASADENA CA	09/12/2016
215736	2200077459	09/08/2016	USD	3,770.00	AMP MECHANICAL INC COSTA MESA CA	09/12/2016
215737	2200077481	09/08/2016	USD	350.00	ANGIER, RICHARD CHINO HILLS CA	
215738	2200077465	09/08/2016	USD	274.26	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/14/2016
215739	2200077454	09/08/2016	USD	578.57	ALMA ACTATORS INC PITTSBURGH PA	09/12/2016
215740	2200077467	09/08/2016	USD	42.54	AUTOZONE INC ATLANTA GA	09/13/2016
215741	2200077487	09/08/2016	USD	53.03	BALL, NOAH CHINO HILLS CA	
215742	2200077489	09/08/2016	USD	350.00	BECKER, NIKI CHINO HILLS CA	09/13/2016
215743	2200077491	09/08/2016	USD	218.70	BOUGHAN, ARIN CHINO HILLS CA	09/13/2016
215744	2200077469	09/08/2016	USD	16,918.83	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	09/12/2016
215745	2200077470	09/08/2016	USD	3,522.35	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/12/2016
215746	2200077439	09/08/2016	USD	29,308.40	CAROLLO ENGINEERS SACRAMENTO CA	09/27/2016
215747	2200077452	09/08/2016	USD	15,224.50	CASC ENGINEERING AND CONSULTINCOLTON CA	09/14/2016
215748	2200077490	09/08/2016	USD	105.00	CHAN, JOANNE CHINO HILLS CA	10/11/2016
215749	2200077492	09/08/2016	USD	1,388.18	CHAVEZ, EDWARD CHINO HILLS CA	09/13/2016
215750	2200077480	09/08/2016	USD	54.00	CHENG, TINA CHINO HILLS CA	09/15/2016
215751	2200077458	09/08/2016	USD	2,162.97	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/14/2016
215752	2200077421	09/08/2016	USD	55.22	CITY RENTALS INC ONTARIO CA	09/13/2016
215753	2200077451	09/08/2016	USD	34,936.42	CORE-ROSTON PRODUCTS SIGNAL HILL CA	09/13/2016
215754	2200077447	09/08/2016	USD	361.00	COUNTY OF SAN BERNARDINO SAN BERNARDINO CA	09/16/2016
215755	2200077471	09/08/2016	USD	13,266.52	D & H WATER SYSTEMS INC OCEANSIDE CA	09/19/2016
215756	2200077464	09/08/2016	USD	1,809.32	DAVID WHEELER'S PEST CONTROL, NORCO CA	09/13/2016
215757	2200077473	09/08/2016	USD	725.00	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	09/15/2016
215758	2200077434	09/08/2016	USD	37,794.82	DELL MARKETING L P PASADENA CA	09/12/2016
215759	2200077482	09/08/2016	USD	350.00	ECHAVARRIA, CAROLYN CHINO HILLS CA	09/09/2016
215760	2200077438	09/08/2016	USD	231.00	ENVIRONMENTAL CONSULTING & TESSUPERIOR WI	09/19/2016
215761	2200077466	09/08/2016	USD	520.00	EUROFINS EATON ANALYTICAL, INGRAPEVINE TX	09/13/2016
215762	2200077445	09/08/2016	USD	25.93	EXPRESS PIPE & SUPPLY INC ANAHEIM CA	09/16/2016
215763	2200077422	09/08/2016	USD	4,642.50	FISHER SCIENTIFIC LOS ANGELES CA	09/12/2016
215764	2200077441	09/08/2016	USD	375.46	FLORENCE FILTER CORP COMPTON CA	09/19/2016
215765	2200077479	09/08/2016	USD	2,395.40	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/14/2016
215766	2200077463	09/08/2016	USD	278.06	GEARY PACIFIC SUPPLY ANAHEIM CA	09/13/2016

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

10/12/2016 / 14:42:40
 User: SHEATH
 Page: 4

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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
215767	2200077485	09/08/2016	USD	209.54	GIBSON, CONNIE CHINO HILLS CA	09/13/2016
215768	2200077432	09/08/2016	USD	95.00	GOVERNMENT FINANCE OFFICERS ASHCICAGO IL	09/14/2016
215769	2200077431	09/08/2016	USD	5,548.11	GRAINGER PALATINE IL	09/13/2016
215770	2200077453	09/08/2016	USD	150.31	HACH COMPANY CHICAGO IL	09/12/2016
215771	2200077423	09/08/2016	USD	266.07	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	09/13/2016
215772	2200077484	09/08/2016	USD	86.18	HAWES, STEPHANIE CHINO HILLS CA	09/09/2016
215773	2200077435	09/08/2016	USD	4,357.72	HI-WAY SAFETY RENTALS INC CHINO CA	09/13/2016
215774	2200077424	09/08/2016	USD	552.71	HOME DEPOT CREDIT SERVICES DES MOINES IA	09/16/2016
215775	2200077444	09/08/2016	USD	70.20	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	09/13/2016
215776	2200077457	09/08/2016	USD	2,403.47	INTEGRATED DESIGN SERVICES INCIRVINE CA	09/14/2016
215777	2200077483	09/08/2016	USD	80.48	LEE, SYLVIE CHINO HILLS CA	09/20/2016
215778	2200077450	09/08/2016	USD	2,173.23	MCCORMEYER INC CHICAGO IL	09/12/2016
215779	2200077440	09/08/2016	USD	816.86	MCMASTER-CARR SUPPLY CO CHICAGO IL	09/13/2016
215780	2200077486	09/08/2016	USD	350.00	MENDEZ, JOSE CHINO HILLS CA	09/14/2016
215781	2200077468	09/08/2016	USD	9,078.60	MICROAGE PHOENIX AZ	09/13/2016
215782	2200077442	09/08/2016	USD	41.99	MIDPOINT BEARING ONTARIO CA	09/12/2016
215783	2200077472	09/08/2016	USD	1,926.18	MISO TECHNOLOGIES INC THOUSAND OAKS CA	09/19/2016
215784	2200077455	09/08/2016	USD	1,206.70	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	09/13/2016
215785	2200077488	09/08/2016	USD	269.98	NGUYEN, LONG F CHINO HILLS CA	09/19/2016
215786	2200077474	09/08/2016	USD	249.00	PCITRONICS INC RIVERSIDE CA	09/13/2016
215787	2200077425	09/08/2016	USD	559.11	PERKINELMER HEALTH SCIENCES INCHICAGO IL	09/12/2016
215788	2200077430	09/08/2016	USD	684.23	PETE'S ROAD SERVICE FULLERTON CA	09/14/2016
215789	2200077462	09/08/2016	USD	4,677.20	RAPIELIS FINANCIAL CONSULTANTSCHARLOTTE NC	09/13/2016
215790	2200077426	09/08/2016	USD	11,812.35	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/14/2016
215791	2200077427	09/08/2016	USD	110.50	RAYNE WATER CONDITIONING COVINA CA	09/12/2016
215792	2200077420	09/08/2016	USD	106.11	REM LOCK & KEY ONTARIO CA	09/16/2016
215793	2200077443	09/08/2016	USD	150.65	RED WING SHOE STORE UPLAND CA	09/16/2016
215794	2200077428	09/08/2016	USD	15,702.70	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/13/2016
215795	2200077456	09/08/2016	USD	454.72	RSD LAKE FOREST CA	09/12/2016
215796	2200077460	09/08/2016	USD	484.24	RUTAN & TUCKER LLP COSTA MESA CA	09/12/2016
215797	2200077476	09/08/2016	USD	1,098.43	SO CALIF EDISON ROSEMEAD CA	09/16/2016
215798	2200077477	09/08/2016	USD	47,916.23	SO CALIF EDISON ROSEMEAD CA	09/12/2016
215799	2200077478	09/08/2016	USD	186.13	SO CALIF GAS MONTEREY PARK CA	09/13/2016
215800	2200077433	09/08/2016	USD	7,659.87	SOUTH COAST AQMD DIAMOND BAR CA	09/16/2016
215801	2200077436	09/08/2016	USD	55.00	STATE WATER RESOURCES CNTRL ERSACRAMENTO CA	10/06/2016
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215803	2200077461	09/08/2016	USD	8,655.28	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	09/13/2016
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215810	2200077500	09/08/2016	USD	3,468.75	TRIPLEPI SMITH AND ASSOCIATES, IRVINE CA	09/16/2016
215811	2200077495	09/08/2016	USD	2,191.21	USA BLUE BOOK GURNEE IL	09/19/2016

Inland Empire Util. Agency
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215819	2200077549	09/15/2016	USD	2,492.00	ALL AMERICAN CRANE MAINTENANCEWALNUT CA	09/20/2016
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215824	2200077551	09/15/2016	USD	530.61	BEN MEADOWS CO CHICAGO IL	09/21/2016
215825	2200077559	09/15/2016	USD	1,099.75	BOOT BARN INC IRVINE CA	09/22/2016
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215852	2200077542	09/15/2016	USD	1,414.06	GRAINGER PALATINE IL	09/20/2016
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215863		2200077588	09/15/2016	USD	6,925.00	LINRO TECHNOLOGY INC VANCOUVER BC	10/03/2016
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215870		2200077556	09/15/2016	USD	531.05	MCR TECHNOLOGIES INC LAKE FOREST CA	09/20/2016
215871		2200077555	09/15/2016	USD	107.85	MIDPOINT BEARING ONTARIO CA	09/19/2016
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215877		2200077539	09/15/2016	USD	4,017.05	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/21/2016
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215969	2200077697	09/22/2016	USD	1,471.00	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	09/27/2016	
215970	2200077674	09/22/2016	USD	25,930.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA	09/27/2016	
215971	2200077653	09/22/2016	USD	12,558.25	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/28/2016	
215972	2200077700	09/22/2016	USD	345.43	RSD LAKE FOREST CA	09/27/2016	
215973	2200077702	09/22/2016	USD	73,357.10	SCW CONTRACTING CORPORATION FALLBROOK CA	09/28/2016	
215974	2200077731	09/22/2016	USD	2,001.00	SIEMENS DEMAG DELAVAL ATLANTA GA	09/30/2016	
215975	2200077655	09/22/2016	USD	161.22	SMART & FINAL LOS ANGELES CA	09/29/2016	
215976	2200077739	09/22/2016	USD	120,223.17	SO CALIF EDISON ROSEMAD CA	09/27/2016	
215977	2200077740	09/22/2016	USD	29.53	SO CALIF GAS MONTEREY PARK CA	09/28/2016	
215978	2200077690	09/22/2016	USD	10,000.00	SO CALIF SALINITY COALITION FOUNTAIN VALLEY CA	09/28/2016	
215979	2200077666	09/22/2016	USD	3,500.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA	10/04/2016	
215980	2200077656	09/22/2016	USD	5,417.52	SOUTHWEST ALARM SERVICE UPLAND CA	09/28/2016	
215981	2200077699	09/22/2016	USD	110,604.00	STANTEC CONSULTING INC CHICAGO IL	09/27/2016	
215982	2200077682	09/22/2016	USD	1,494.72	TELEDYNE INSTRUMENTS INC DALLAS TX	09/28/2016	
215983	2200077685	09/22/2016	USD	31,447.54	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	09/27/2016	
215984	2200077677	09/22/2016	USD	125.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	09/30/2016	
215985	2200077735	09/22/2016	USD	330.00	TRIBOLOGIK CORPORATION HAMMOND IN	09/28/2016	
215986	2200077692	09/22/2016	USD	5,881.45	TRIMAX SYSTEMS INC BREA CA	10/04/2016	
215987	2200077728	09/22/2016	USD	350.00	TRIPLETT SMITH AND ASSOCIATES TUSTIN CA	10/07/2016	

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215988	2200077683	09/22/2016	USD	1,163.88	U S HOSE INC ONTARIO CA	09/27/2016	
215989	2200077696	09/22/2016	USD	899.64	URIMAGE BLOOMINGTON CA	09/30/2016	
215990	2200077722	09/22/2016	USD	9,882.08	UTILIQUEST LLC ATLANTA GA	09/26/2016	
215991	2200077727	09/22/2016	USD	769.50	V3IT CONSULTING INC NAPERVILLE IL	09/27/2016	
215992	2200077742	09/22/2016	USD	444.84	VERTIZON BUSINESS ALBANY NY	09/27/2016	
215993	2200077658	09/22/2016	USD	1,614.67	VWR INTERNATIONAL LLC PITTSBURGH PA	09/28/2016	
215994	2200077693	09/22/2016	USD	3,341.48	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/27/2016	
215995	2200077720	09/22/2016	USD	14,275.00	WASTEWATER TECH TRAINERS FOUNTAIN VALLEY CA	09/26/2016	
215996	2200077701	09/22/2016	USD	1,227.30	WALKESHA-PEARCE INDUSTRIES INC DALLAS TX	09/26/2016	
215997	2200077659	09/22/2016	USD	6,592.15	WEST VALLEY MOSQUITO AND ONTARIO CA	09/28/2016	
215998	2200077705	09/22/2016	USD	6,524.04	WESTECH ENGINEERING INC SALT LAKE CITY UT	09/27/2016	
215999	2200077667	09/22/2016	USD	72.00	WESTERN ANALYTICAL LABORATORIECHINO CA	09/28/2016	
216000	2200077691	09/22/2016	USD	702.00	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	09/28/2016	
216001	2200077695	09/22/2016	USD	7,351.24	KYLEM DEWATERING SOLUTIONS INC CHICAGO IL	09/29/2016	
216003	2200077872	09/29/2016	USD	11,605.00	CITY OF CHINO CHINO CA	10/03/2016	
216004	2200077935	09/29/2016	USD	445.00	ADVANCED CHEMICAL TECHNOLOGY IRANCHO CUCAMONGA CA	10/11/2016	
216005	2200077888	09/29/2016	USD	389.15	AIRGAS WEST INC PASADENA CA	10/05/2016	
216006	2200077950	09/29/2016	USD	2,625.00	ALS ENVIRONMENTAL DALLAS TX	10/11/2016	
216007	2200077896	09/29/2016	USD	185.97	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	10/06/2016	
216008	2200077965	09/29/2016	USD	239.14	AMERICAN HERITAGE LIFE INSURANCE DALLAS TX		
216009	2200077944	09/29/2016	USD	59.88	AUTOZONE INC ATLANTA GA	10/07/2016	
216010	2200077989	09/29/2016	USD	198.56	EHOJANI, SHARMEEN CHINO HILLS CA		
216011	2200077902	09/29/2016	USD	848.00	BRAGG CRANE SERVICE LONG BEACH CA	10/06/2016	
216012	2200077962	09/29/2016	USD	172.23	ERRIG, ANNA VICTORVILLE CA	10/11/2016	
216013	2200077928	09/29/2016	USD	1,950.00	BUILDING BLOCK ENTERTAINMENT WOODLAND HILLS CA	10/06/2016	
216014	2200077932	09/29/2016	USD	674.35	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	10/06/2016	
216015	2200077945	09/29/2016	USD	10,972.76	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	10/05/2016	
216016	2200077897	09/29/2016	USD	130.00	CAPPO INC YUBA CITY CA		
216017	2200077979	09/29/2016	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	10/07/2016	
216018	2200077901	09/29/2016	USD	63,206.48	CAROLLO ENGINEERS SACRAMENTO CA	10/11/2016	
216019	2200077986	09/29/2016	USD	20.00	CAJALAN, MARIA CHINO HILLS CA		
216020	2200077926	09/29/2016	USD	811.36	CINDAS CORPORATION LOC#150 PHOENIX AZ		
216021	2200077878	09/29/2016	USD	900.00	CITY RENIALS INC ONTARIO CA	10/06/2016	
216022	2200077971	09/29/2016	USD	572.55	COLONIAL LIFE & ACCIDENT INSURANCE COLUMBIA SC	10/06/2016	
216023	2200077975	09/29/2016	USD	25.00	CONSECO LIFE INSURANCE COMPANY ATLANTA GA		
216024	2200077956	09/29/2016	USD	479.71	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA		
216025	2200077930	09/29/2016	USD	522.24	CUMMINS PACIFIC LLC LOS ANGELES CA	10/05/2016	
216026	2200077946	09/29/2016	USD	288.65	D & H WATER SYSTEMS INC OCEANSIDE CA		
216027	2200077931	09/29/2016	USD	4,560.00	DAVE'S PLUMBING CHINO HILLS CA	10/07/2016	
216028	2200077939	09/29/2016	USD	188.08	DAVID WHEELER'S PEST CONTROL, NORCO CA	10/05/2016	
216029	2200077895	09/29/2016	USD	50.65	DELL MARKETING L P PASADENA CA	10/06/2016	
216030	2200077942	09/29/2016	USD	3,270.78	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	10/11/2016	
216031	2200077924	09/29/2016	USD	1,773.54	ENDRESS & HAUSER INC DETROIT MI	10/11/2016	
216032	2200077943	09/29/2016	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	10/11/2016	

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216034	2200077879	09/29/2016	USD	2,203.64	FISHER SCIENTIFIC LOS ANGELES CA	10/05/2016
216035	2200077894	09/29/2016	USD	144.80	FONTANA HERALD NEWS FONTANA CA	10/11/2016
216036	2200077960	09/29/2016	USD	3,294.51	FOUNDATION HA ENERGY GENERATTIOSAN FRANCISCO CA	
216037	2200077941	09/29/2016	USD	1,470.75	GHD PASADENA CA	10/11/2016
216038	2200077917	09/29/2016	USD	370.00	GOLDEN STATE LABOR COMPLIANCE PALMDALE CA	
216039	2200077893	09/29/2016	USD	3,862.16	GRAINGER PALATINE IL	10/07/2016
216040	2200077916	09/29/2016	USD	1,115.51	HACH COMPANY CHICAGO IL	10/06/2016
216041	2200077952	09/29/2016	USD	296.47	HARINGA COMPRESSOR INC ONTARIO CA	10/07/2016
216042	2200077880	09/29/2016	USD	581.98	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	10/06/2016
216043	2200077965	09/29/2016	USD	469.46	HOBBES, DIANA APPLE VALLEY CA	10/11/2016
216044	2200077881	09/29/2016	USD	807.08	HOME DEPOT CREDIT SERVICES DES MOINES IA	10/11/2016
216045	2200077963	09/29/2016	USD	469.46	HORNE, WILLIAM YUCCA VALLEY CA	10/07/2016
216046	2200077990	09/29/2016	USD	188.65	HTOY, NELSON CHINO HILLS CA	10/11/2016
216047	2200077982	09/29/2016	USD	23.54	HUGHBANKS, ROGER CHINO HILLS CA	10/06/2016
216048	2200077953	09/29/2016	USD	4,537.60	IDEXX DISTRIBUTION INC WESTBROOK ME	10/06/2016
216049	2200077910	09/29/2016	USD	2,010.00	INDUSTRIAL HEARING & PULMONARYUPLAND CA	
216050	2200077961	09/29/2016	USD	60,818.34	INLAND BIOENERGY LLC FONTANA CA	
216051	2200077968	09/29/2016	USD	41.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	10/11/2016
216052	2200077934	09/29/2016	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	10/05/2016
216053	2200077947	09/29/2016	USD	98,015.64	JEREMY HARRIS CONSTRUCTION, INRIVERSIDE CA	10/11/2016
216054	2200077938	09/29/2016	USD	1,250.00	KITCHELL CEM SACRAMENTO CA	10/07/2016
216055	2200077899	09/29/2016	USD	291.61	KONICA MINOLTA PASADENA CA	10/06/2016
216056	2200077898	09/29/2016	USD	25.87	KONICA MINOLTA BUSINESS SOLUTIONSPASADENA CA	
216057	2200077955	09/29/2016	USD	1,752.26	LARRY RAMIREZ CHINO HILLS CA	10/11/2016
216058	2200077954	09/29/2016	USD	8,433.95	LAW OFFICE OF KATHY M GANDARA RANCHO CUCAMONGA CA	10/07/2016
216059	2200077909	09/29/2016	USD	74,695.45	LEE & RO INC CITY OF INDUSTRY CA	
216060	2200077976	09/29/2016	USD	306.90	LEGALSHIELD ADA OK	10/11/2016
216061	2200077985	09/29/2016	USD	199.99	LETULLE, CHANDER CHINO HILLS CA	
216062	2200077980	09/29/2016	USD	192.00	MARIA FRESQUEZ LAS VEGAS NV	10/07/2016
216063	2200077984	09/29/2016	USD	208.76	MARSELLLES, JASON CHINO HILLS CA	10/07/2016
216064	2200077907	09/29/2016	USD	6,805.44	MCR TECHNOLOGIES INC LAKE FOREST CA	10/07/2016
216065	2200077983	09/29/2016	USD	323.76	MELENDREZ, MATTHEW CHINO HILLS CA	10/07/2016
216066	2200077903	09/29/2016	USD	441.50	MIDPOINT BEARING ONTARIO CA	10/05/2016
216067	2200077964	09/29/2016	USD	716.06	MILLER, ELMER L BLUE JAY CA	
216068	2200077889	09/29/2016	USD	14.58	MISSION REPROGRAPHICS RIVERSIDE CA	10/11/2016
216069	2200077981	09/29/2016	USD	108.00	MULLANEX, JOHN CHINO HILLS CA	10/07/2016
216070	2200077951	09/29/2016	USD	59,520.00	MWH CONSTRUCTORS INC BROOKFIELD CO	10/05/2016
216071	2200077977	09/29/2016	USD	238.34	PATRICK W HUNTER PHELAN CA	10/07/2016
216072	2200077973	09/29/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	
216073	2200077974	09/29/2016	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	
216074	2200077891	09/29/2016	USD	2,101.32	PETE'S ROAD SERVICE FULLERTON CA	10/05/2016
216075	2200077892	09/29/2016	USD	570.63	PETTY CASH EXPENDITURES CHINO CA	10/04/2016
216076	2200077988	09/29/2016	USD	118.26	PIVVAROFF, JASON CHINO HILLS CA	10/05/2016

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216077	2200077918	09/29/2016	USD	1,208.04	PLUMBERS DEPOT INC HAWTHORNE CA	10/11/2016
216078	2200077949	09/29/2016	USD	411.60	PSA PRINT GROUP RANCHO CUCAMONGA CA	10/05/2016
216079	2200077883	09/29/2016	USD	245.50	RAYNE WATER CONDITIONING COVINA CA	10/05/2016
216080	2200077877	09/29/2016	USD	4.86	REM LOCK & KEY ONTARIO CA	
216081	2200077904	09/29/2016	USD	204.10	RED WING SHOE STORE FONTANA CA	
216082	2200077884	09/29/2016	USD	562.50	RMA GROUP RANCHO CUCAMONGA CA	10/07/2016
216083	2200077936	09/29/2016	USD	69.57	RUSSELL SIGLER INC LOS ANGELES CA	10/05/2016
216084	2200077908	09/29/2016	USD	105.00	SAN BERNARDINO COUNTY RECORDERSAN BERNARDINO CA	
216085	2200077925	09/29/2016	USD	1,356.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	
216086	2200077987	09/29/2016	USD	600.00	SCHERCK, JOHN CHINO HILLS CA	10/07/2016
216087	2200077890	09/29/2016	USD	213.00	SCUBA SCHOOLS OF AMERICA MONTECLAIR CA	
216088	2200077967	09/29/2016	USD	569.13	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	
216089	2200077940	09/29/2016	USD	12,113.91	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA	10/11/2016
216090	2200077885	09/29/2016	USD	192.41	SMART & FINAL LOS ANGELES CA	10/07/2016
216091	2200077957	09/29/2016	USD	326,441.23	SO CALIF EDISON ROSEMEAD CA	10/04/2016
216092	2200077958	09/29/2016	USD	96.67	SO CALIF GAS MONTEREY PARK CA	10/06/2016
216093	2200077929	09/29/2016	USD	3,295.00	SUNGARD AVAILABILITY SERVICES CHICAGO IL	10/06/2016
216094	2200077922	09/29/2016	USD	40,409.55	SWRCH ACCOUNTING OFFICE SACRAMENTO CA	10/11/2016
216095	2200077905	09/29/2016	USD	6,792.44	TELEDYNE INSTRUMENTS INC DALLAS TX	10/11/2016
216096	2200077921	09/29/2016	USD	140.00	THE INSTITUTE OF INTERNAL AUDITORLANDO FL	10/07/2016
216097	2200077906	09/29/2016	USD	4,708.53	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	10/11/2016
216098	2200077933	09/29/2016	USD	1,500.00	TOTALFUNDS BY HASLER TAMPA FL	10/11/2016
216099	2200077927	09/29/2016	USD	29,636.53	U S BANK ST LOUIS MO	10/11/2016
216100	2200077911	09/29/2016	USD	812.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	10/05/2016
216101	2200077937	09/29/2016	USD	70.64	UNIVERSAL PROTECTION SERVICE PASADENA CA	10/06/2016
216102	2200077919	09/29/2016	USD	36.72	URIMAGE BLOOMINGTON CA	10/06/2016
216103	2200077886	09/29/2016	USD	674.95	VNR INTERNATIONAL LLC PITTSBURGH PA	10/07/2016
216104	2200077900	09/29/2016	USD	660.66	WASTE MANAGEMENT OF LOS ANGELES CA	10/11/2016
216105	2200077887	09/29/2016	USD	3,706.33	WAXIE SANITARY SUPPLY LOS ANGELES CA	10/11/2016
216106	2200077969	09/29/2016	USD	2,804.50	WESTERN DENTAL PLAN ORANGE CA	10/11/2016
216107	2200077914	09/29/2016	USD	300.03	WESTERN WATER WORKS SUPPLY CO CHINO HILLS CA	10/06/2016
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Inland Empire Util. Agency
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215805	2200077448	09/08/2016	USD	529.00	SAN BERNARDINO COUNTY RECORDERSAN BERNARDINO CA	
216002	2200077676	09/22/2016	USD	51.00	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA	
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Total of all entries

Check Register

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 Chino, CA
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04618		2200077510	09/07/2016	USD	91.81	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/13/2016
04619		2200077754	09/14/2016	USD	126.81	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/14/2016
04620		2200077755	09/14/2016	USD	497.41	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/20/2016
04621		2200077756	09/14/2016	USD	33.07	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/20/2016
04622		2200077757	09/14/2016	USD	14.05	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/20/2016
04623		2200077758	09/14/2016	USD	529.20	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/20/2016
04624		2200077759	09/14/2016	USD	4.63	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/20/2016
04625		2200077760	09/14/2016	USD	38.09	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/22/2016
04626		2200077761	09/14/2016	USD	15.99	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/22/2016
04627		2200077762	09/21/2016	USD	130.17	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2016
04628		2200077763	09/21/2016	USD	130.17	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/28/2016
04629		2200077764	09/21/2016	USD	131.52	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2016
04630		2200077765	09/21/2016	USD	54.89	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2016
04631		2200077766	09/21/2016	USD	1,746.14	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2016
04632		2200077767	09/21/2016	USD	48.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2016
04633		2200078002	09/28/2016	USD	139.50	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/28/2016
04634		2200078105	09/30/2016	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04635		2200078106	09/30/2016	USD	109.79	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
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Total of all entries

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INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 2, 2016

PRESENTED AT BOARD MEETING ON NOVEMBER 16, 2016

GROSS PAYROLL COSTS			\$1,279,445.65
DEDUCTIONS			(\$591,454.55)
NET PAYROLL			<u>\$687,991.10</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	352	352
AMOUNT	\$0.00	\$687,991.10	<u>\$687,991.10</u>

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR SEPTEMBER 9, 2016
PRESENTED AT BOARD MEETING ON NOVEMBER 16, 2016

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$3,853.39	\$1,371.88
TERRY L. CATLIN	\$3,265.25	\$1,088.99
STEVEN J. ELIE	\$4,090.25	\$1,183.80
JASMIN HALL	\$2,224.22	\$1,327.38
GENE T. KOOPMAN	\$0.00	\$0.00
TOTALS	\$13,433.11	\$4,972.05

TOTAL EFTS PROCESSED	1
BEGINNING CHECK NO.	105750
ENDING CHECK NO.	105752
TOTAL CHECKS PROCESSED	3

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO

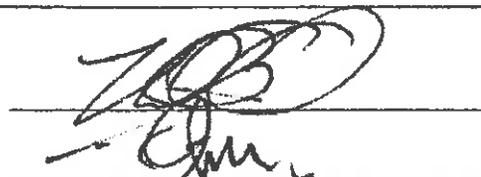
EMPLOYEE NO. 1140

ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-16	IEUA Board Meeting (candidate interviews)	Yes	\$225.00
08-09-16	Meeting w/R.Patras & A Woodruff re: SWP Tour	Yes	\$225.00
08-10-16	Public Affairs, Legislative & Water Resources Committee	Yes	\$225.00
08-10-16	Engineering, Operations and Biosolids Management Committee	Yes (same day)	\$-0-
08-11-16	Mtg. w/Mike Antos, SAWPA to discuss DACI	Yes	\$225.00
08-11-16	Southern Coalition Meeting	Yes (same day)	\$-0-
08-12-16	San Bernardino County Water Conference	Yes	\$225.00
08-17-16	IEUA Board Meeting	Yes	\$225.00
08-30-16	DBWB Workshop	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,575.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			7

DIRECTOR SIGNATURE



Approved by:

Terry Catlin, President, Board of Directors

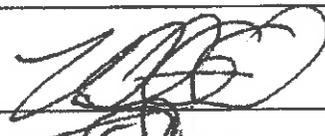
**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-08-16	Mtg. w/R. Record re. Diamond Valley Lake	Yes	\$225.00
08-09-16	OP&T Committee Telecon Update	Yes (same day)	\$-0-
08-15-16	MWD Standing Committee Mtgs.	Yes	\$225.00
08-16-16	MWD Standing Committee Meetings and Board Meeting	Yes	\$225.00
08-23-16	MWD other Committee meeting	Yes	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$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 REGIONAL POLICY COMMITTEE (ALTERNATE)**

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-04-16	Regional Policy Committee Mtg.	No (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:



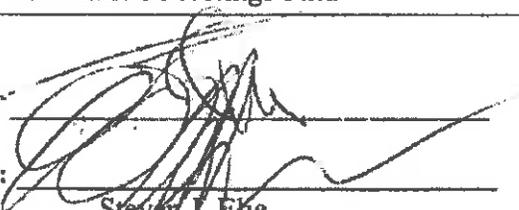
Terry Catlin
President, Board of Directors

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

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-18-16	CBWM Advisory Cmte. Meeting	Yes (Decline Pymt)	\$-0-
08-25-16	CBWM Board Meeting	Yes (Decline Pymt.)	\$-0-
TOTAL REIMBURSEMENT 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			\$-0-
Total No. of Watermaster Meetings Attended			2
Total No. of Watermaster Meetings Paid			0

DIRECTOR SIGNATURE: 

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

*Decline IEUA payment portion.

IEUA DIRECTOR PAYSHEET

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-16	IEUA Board Meeting (candidate interviews)	Yes	\$225.00
08-10-16	Engineering & Operations Committee	Yes	\$225.00
08-12-16	San Bernardino Water Conference	Yes	\$225.00
08-17-16	Board Meeting	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:



 Steven J. Eric
 Secretary/Treasurer, Board of Directors

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

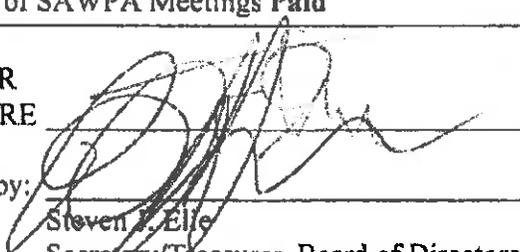
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-16	SAWPA Commission Workshop	Yes	\$225.00
08-16-16	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 \$197.82 (eff. 2/16/16))			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR
SIGNATURE

Approved by:


Steven J. Elle
Secretary/Treasurer, Board of Directors

*SAWPA will pay \$197.82 (eff. 2/16/16) per meeting directly to the Agency.

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

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-04-16	Regional Policy Committee Mtg.	No (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. Gelle
 Secretary/Treasurer, Board of Directors

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

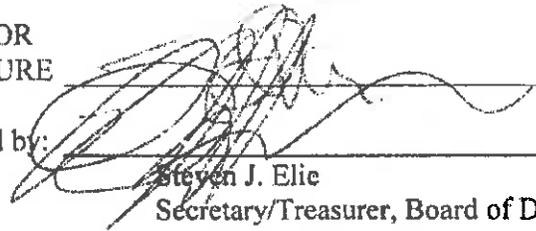
TERRY CATLIN
EMPLOYEE NO. 615
ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-04-16	CDA Special Board Meeting	Yes	\$75.00
TOTAL REIMBURSEMENT			\$75.00
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00) including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			1

DIRECTOR
SIGNATURE

Approved by:



Steven J. Elie
Secretary/Treasurer, Board of Directors

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

IEUA DIRECTOR PAYSHEET

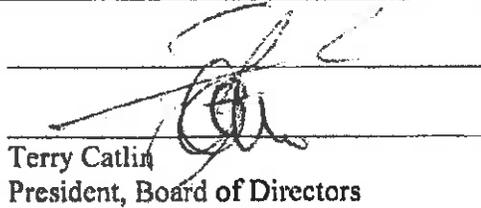
STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-16	IERCF Board Meeting	Yes	\$225.00
08-03-16	IEUA Board Meeting (candidate interviews)	Yes	\$225.00
08-05-16	NWRI Special Board Meeting (telecon)	Yes	\$225.00
08-08-16	SCWC Leg Committee (telecon)	Yes	\$225.00
08-10-16	Public, Legislative Affairs and Water Resources Committee	Yes	\$225.00
08-10-16	Finance, Legal & Administration Committee	Yes (same day)	\$-0-
08-12-16	San Bernardino County Water Conference	Yes	\$225.00
08-17-16	Board meeting	Yes	\$225.00
08-22-16	SCWC Leg. Task Force Mtg. (telecon)	Yes	\$225.00
08-24-16	Sacramento Trip w/M. Davis & J Grindstaff	Yes	\$225.00
08-30-16	Conference call with G Newmark re: settlement	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,250.00
Total No. of Meetings Attended			11
Total No. of Meetings Paid			10

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-16	IERCF Board Meeting	Yes	\$225.00
08-01-16	Meeting with GM Grindstaff to discuss Agency business	Yes (same day)	\$-0-
08-02-16	Bloomington Muni Advisory Committee	Yes (same day)	\$-0-
08-03-16	IEUA Board Meeting (candidate interviews)	Yes	\$225.00
08-10-16	CASA 61 st Annual Conference	Yes	\$225.00
08-11-16	CASA 61 st Annual Conference	Yes	\$225.00
08-12-16	CASA 61 st Annual Conference	Yes	\$225.00
08-17-16	IEUA Board Meeting	Yes	\$225.00
08-23-16	GRCC Meeting	Yes	\$225.00
08-23-16	Fontana Council Meeting	Yes (same day)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$1,575.00
Total No. of Meetings Attended			10
Total No. of Meetings Paid			7

DIRECTOR
SIGNATURE

Jasmin A. Hall

Approved by:

Terry Catlin
Terry Catlin, President, Board of Directors

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

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-16	SAWPA Commission Workshop	Yes	\$27.18
08-16-16	SAWPA Commission Meeting	Yes	\$27.18
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			\$54.36
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR SIGNATURE 

Approved by: 
Terry Catlin
President, Board of Directors

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

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

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-04-16	CDA Special 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 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
 Terry Catlin
 President, Board of Directors

IEUA DIRECTOR PAYSHEET

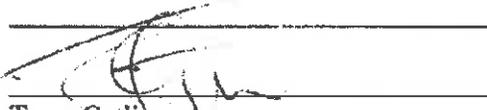
PAUL HOFER
EMPLOYEE NO. 1349
ACCOUNT NO. 10200 110100 100000 501010

AUGUST 2016

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-09-16	Swearing in Office w/A Woodruff	Yes (waived pymt)	\$-0-
08-10-16	Finance, Legal & Administration Committee	Yes (waived pymt)	\$-0-
08-17-16	Board meeting	Yes (waived pymt)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			3
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE

Approved By:



Terry Catlin
President, Board of Directors

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 16, 2016

PRESENTED AT BOARD MEETING ON NOVEMBER 16, 2016

GROSS PAYROLL COSTS			\$1,232,240.93
DEDUCTIONS			(\$540,560.13)
NET PAYROLL			<u>\$691,680.80</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	353	353
AMOUNT	\$0.00	\$691,680.80	<u>\$691,680.80</u>

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 30, 2016

PRESENTED AT BOARD MEETING ON NOVEMBER 16, 2016

GROSS PAYROLL COSTS			\$1,091,245.00
DEDUCTIONS			(\$405,484.98)
NET PAYROLL			<u>\$685,760.02</u>
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	-		
TRANSACTION PROCESSED	0	352	352
AMOUNT	\$0.00	\$685,760.02	<u>\$685,760.02</u>

Non-Board Member	Qtr 1	Qtr 2	July	August	Period 18	Period 19	Period 20	September	Qtr 3	Year-To-Date
PAYROLL COSTS										
GROSS PAYROLL	\$ 7,416,337.82	\$ 8,603,068.42	\$ 2,439,372.87	\$ 2,494,162.62	\$ 1,279,445.65	\$ 1,232,240.93	\$ 1,091,245.00	\$ 3,602,931.58	\$ 8,536,467.07	\$ 24,555,873.31
CLAIMS	\$ -	\$ (40.23)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40.23)
DEDUCTIONS	\$ (1,494,901.05)	\$ (1,678,628.87)	\$ (523,377.40)	\$ (529,000.72)	\$ (309,642.42)	\$ (264,439.62)	\$ (143,141.44)	\$ (717,223.48)	\$ (1,769,601.60)	\$ (4,943,131.52)
TAXES	\$ (1,718,763.91)	\$ (1,991,549.90)	\$ (551,393.85)	\$ (577,091.82)	\$ (281,812.13)	\$ (276,120.51)	\$ (262,343.54)	\$ (820,276.18)	\$ (1,948,761.85)	\$ (5,659,075.66)
NET PAY TO BE	\$ 4,202,672.86	\$ 4,932,849.42	\$ 1,364,601.62	\$ 1,388,070.08	\$ 687,991.10	\$ 691,680.80	\$ 685,760.02	\$ 2,065,431.92	\$ 4,818,103.62	\$ 13,933,625.90
ER CONTRIBUTIONS										
TAXES	\$ 512,330.05	\$ 596,217.34	\$ 164,133.25	\$ 167,522.20	\$ 85,511.26	\$ 81,359.71	\$ 79,189.98	\$ 246,060.95	\$ 577,716.40	\$ 1,686,263.79
LIFE INSURANCE	\$ 8,479.46	\$ 11,582.77	\$ 2,939.37	\$ 2,982.06	\$ 1,487.02	\$ 1,487.02	\$ -	\$ 2,974.04	\$ 8,895.47	\$ 30,439.72
CALPERS ER (subsidy)	\$ 119,469.99	\$ 174,992.48	\$ 27,344.31	\$ 15,612.41	\$ 7,853.90	\$ 7,898.48	\$ 7,828.17	\$ 23,580.55	\$ 66,537.27	\$ 368,835.18
PERS ER MATCH	\$ 1,058,608.85	\$ 1,245,490.18	\$ 373,903.68	\$ 376,578.75	\$ 190,126.42	\$ 191,189.38	\$ 189,740.91	\$ 571,056.71	\$ 1,321,539.14	\$ 3,814,218.99
RETRO PERS (subsidy & Match)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ER CONTRIBUTIONS	\$ 1,698,888.35	\$ 2,028,282.77	\$ 568,320.61	\$ 562,695.42	\$ 284,978.60	\$ 281,934.59	\$ 276,759.06	\$ 843,672.25	\$ 1,974,688.28	\$ 5,899,757.68
TOTAL AGENCY PAYROLL	\$ 9,115,226.17	\$ 10,631,351.19	\$ 3,007,693.48	\$ 3,056,858.04	\$ 1,564,424.25	\$ 1,514,175.52	\$ 1,368,004.06	\$ 4,446,603.83	\$ 10,511,155.35	\$ 30,455,630.99
Number of Employees Processed	1803	2071	594	600	298	300	298	896	2090	5964

Check	Payee / Description		Amount
ACH	AQUA BEN CORPORATION		
	DAFT-9,200 Lbs Polymer 748E	34833	9,985.68
	RP1-16,100 Lbs Polymer 750A	34834	21,401.15
	AQUA BEN CORPORATION	\$	31,386.83
ACH	LASER LINE		
	HQA-Svc Ricoh AFICIO Spc410	28953	139.95
	HQA-Svc HP LJ 600,Mnt Kit	28946	523.50
	LASER LINE	\$	663.45
ACH	NAPA GENUINE PARTS COMPANY		
	Air Filter, 5W30 Oil, Oil Filter	199965	106.96
	4 Cables, 4 Battery Cable Lugs	199957	42.29
	2 Napa Batteries, 2 Core Deposits	199961	295.92
	Antifreeze, Fuel Filter, Oil Filter, Cool C	199966	281.15
	NAPA GENUINE PARTS COMPANY	\$	726.32
ACH	UNIVAR USA INC		
	RP1-12,512 Lbs Sodium Bisulfite	LA260771	2,708.00
	PradoLS-12,498 Lbs Sodium Bisulfite	LA258823	2,704.86
	UNIVAR USA INC	\$	5,412.86
ACH	AGRICULTURAL RESOURCES		
	9/16 Wtr Quality Consult	9/16 WTR QLTY	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	AMERICAN MICROIMAGING		
	IS15003-7/2016 Professional Services	47544	6,712.50
	AMERICAN MICROIMAGING	\$	6,712.50
ACH	OLIN CORP		
	TP1-4,964 Gals Sodium Hypochlorite	2206513	2,829.48
	CCWRP-4,950 Gals Sodium Hypochlorite	2192890	2,712.60
	CCWRP-3,032 Gals Sodium Hypochlorite	2205492	1,661.54
	TP1-4,936 Gals Sodium Hypochlorite	2192349	2,704.93
	TP1-4,728 Gals Sodium Hypochlorite	2204947	2,590.94
	TP1-4,692 Gals Sodium Hypochlorite	2204946	2,571.22
	CCWRP-3,002 Gals Sodium Hypochlorite	2200113	1,645.10
	CCWRP-2,964 Gals Sodium Hypochlorite	2201395	1,624.27
	RP4-2,526 Gals Sodium Hypochlorite	2205493	1,384.25
	TP1-5,006 Gals Sodium Hypochlorite	2205760	2,743.29
	CCWRP-3,004 Gals Sodium Hypochlorite	2203605	1,646.19
	RP4-4,418 Gals Sodium Hypochlorite	2204215	2,421.06
	RP5-4,878 Gals Sodium Hypochlorite	2204216	2,673.14
	TP1-4,974 Gals Sodium Hypochlorite	2207156	2,835.18
	CCWRP-4,964 Gals Sodium Hypochlorite	2207155	2,829.48
	RP5-4,974 Gals Sodium Hypochlorite	2205916	2,725.75
	TP1-4,964 Gals Sodium Hypochlorite	2205917	2,720.27
	OLIN CORP	\$	40,318.69
ACH	YORK RISK SERVICES GROUP INC		

Check	Payee / Description	Amount
	7/16-9/16 W/C Adm Fee - 3Q16	500014379 4,488.75
	YORK RISK SERVICES GROUP INC \$	4,488.75
ACH	SHELL ENERGY NORTH AMERICA LP	
	CCWRP/TP/RWPS-7/1-7/31 14950 Tlphn 4/1-4 2046 7/16	41,490.98
	7/16 Gas Commodity-Non Core 2813503	10,179.60
	7/16 Gas Cmmnty-Core, 5/16 Adj 1100002880307	1,140.28
	RP2/RP5-7/1-7/31 16400 El Prado Rd 4/1-4 2044 7/16	8,270.54
	RP1-7/1-7/31 2450 Phila St 4/1-4/30 Adj 2042 7/16	118,607.39
	SHELL ENERGY NORTH AMERICA LP \$	179,688.79
ACH	SOLAR STAR CALIFORNIA V LLC	
	7/16 Solar Energy IEUA0093	72,596.89
	SOLAR STAR CALIFORNIA V LLC \$	72,596.89
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R 18 9/2 Employee Ded HR 0046100	186.00
	IEUA EMPLOYEES' ASSOCIATION \$	186.00
ACH	IEUA SUPERVISORS UNION ASSOCIA	
	P/R 18 9/2 Employee Ded HR 0046100	375.00
	IEUA SUPERVISORS UNION ASSOCIA\$	375.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA	
	P/R 18 9/2 Employee Ded HR 0046100	1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,131.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS	
	P/R 18 9/2 Employee Ded HR 0046100	470.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	470.00
ACH	DISCOVERY BENEFITS INC	
	P/R 18 9/2 Cafeteria Plan HR 0046100	3,001.59
	DISCOVERY BENEFITS INC \$	3,001.59
ACH	Inland Empire Reg. Composting	
	6/16 O&M Expenses SAP00616-IEUA	40,511.24
	6/16 L&B Expenses SAP00616-IEUA	507.90
	Inland Empire Reg. Composting \$	41,019.14
ACH	AQUA BEN CORPORATION	
	DAFT-9,200 Lbs Polymer 748E 34861	9,985.68
	RP1-18,400 Lbs Polymer 750A 34862	24,458.46
	AQUA BEN CORPORATION \$	34,444.14
ACH	HASCO OIL COMPANY, INC.	
	RP5-Mobil SHC 630 0203751-IN	3,869.57
	HASCO OIL COMPANY, INC. \$	3,869.57

Check	Payee / Description	Amount
ACH	LASER LINE HQA-Svc Ricoh SP C410DN, Transfer Belt, Ph 28964 HQExA-Toner 28967 Inv-Toner Cartridges 28970	694.64 208.80 919.82
	LASER LINE \$	1,823.26
ACH	NAPA GENUINE PARTS COMPANY Purple Power 787432 Air Filter 200441 Delo 15W40 Oil, Oil Filter, Fuel Filter 200416	129.28 23.21 54.37
	NAPA GENUINE PARTS COMPANY \$	206.86
ACH	PEST OPTIONS INC July 2016 Weed Abatement Services 262174	2,920.48
	PEST OPTIONS INC \$	2,920.48
ACH	DANRAE, INC EN15008-7/2016 Professional Services 142991	2,493.75
	DANRAE, INC \$	2,493.75
ACH	IEUA EMPLOYEES' ASSOCIATION P/R DIR 009 9/9 Employee Ded HR 0046200	12.00
	IEUA EMPLOYEES' ASSOCIATION \$	12.00
ACH	ICMA RETIREMENT TRUST 457 P/R 19 9/16 Deferred Comp Ded HR 0046400	14,951.69
	ICMA RETIREMENT TRUST 457 \$	14,951.69
ACH	LINCOLN NATIONAL LIFE INS CO P/R 19 9/16 Deferred Comp Ded HR 0046400	20,437.63
	LINCOLN NATIONAL LIFE INS CO \$	20,437.63
ACH	ICMA RETIREMENT TRUST 401 P/R 19 9/16 Exec Deferred Comp HR 0046400	10,336.25
	ICMA RETIREMENT TRUST 401 \$	10,336.25
ACH	AQUA BEN CORPORATION DAFT-4,600 Lbs Polymer 748E 34890 RP1-20,700 Lbs Polymer 750A 34891 RP2-18,400 Lbs Polymer 748E 34912	4,992.84 27,515.76 19,971.36
	AQUA BEN CORPORATION \$	52,479.96
ACH	HASCO OIL COMPANY, INC. RP5-Mobil Grease XHP 222 0203945-IN	264.47
	HASCO OIL COMPANY, INC. \$	264.47
ACH	NAPA GENUINE PARTS COMPANY Solar Battery Charger 201391	37.79

Check	Payee / Description	Amount
	NAPA GENUINE PARTS COMPANY	\$ 37.79
ACH	UNIVAR USA INC	
	RP1-13,059 Lbs Sodium Bisulfite LA264573	2,826.27
	RP1-13,121 Lbs Sodium Bisulfite LA263355	2,839.75
	UNIVAR USA INC	\$ 5,666.02
ACH	INLAND EMPIRE REGIONAL	
	8/16 Biosolids 90018765	272,076.75
	INLAND EMPIRE REGIONAL	\$ 272,076.75
ACH	OLIN CORP	
	RP4-2,984 Gals Sodium Hypochlorite 2212938	1,700.88
	RP5-4,918 Gals Sodium Hypochlorite 2207700	2,803.26
	RP4-2,986 Gals Sodium Hypochlorite 2207701	1,702.02
	TP1-4,982 Gals Sodium Hypochlorite 2208229	2,839.74
	TP1-4,984 Gals Sodium Hypochlorite 2208862	2,840.88
	TP1-4,996 Gals Sodium Hypochlorite 2212795	2,847.72
	CCWRP-4,970 Gals Sodium Hypochlorite 2208863	2,832.90
	RP1-3,018 Gals Sodium Hypochlorite 2208864	1,720.26
	RP4-3,012 Gals Sodium Hypochlorite 2209317	1,716.84
	TP1-4,974 Gals Sodium Hypochlorite 2209318	2,835.18
	TP1-4,976 Gals Sodium Hypochlorite 2209860	2,836.32
	CCWRP-4,918 Gals Sodium Hypochlorite 2212510	2,803.26
	CCWRP-4,714 Gals Sodium Hypochlorite 2209861	2,686.98
	TP1-4,990 Gals Sodium Hypochlorite 2210526	2,844.30
	RP5-4,976 Gals Sodium Hypochlorite 2211282	2,836.32
	TP1-4,832 Gals Sodium Hypochlorite 2211283	2,754.24
	TP1-4,952 Gals Sodium Hypochlorite 2211949	2,822.64
	TP1-4,950 Gals Sodium Hypochlorite 2212509	2,821.50
	RP4-2,988 Gals Sodium Hypochlorite 2211950	1,703.16
	TP1-4,920 Gals Sodium Hypochlorite 2213426	2,804.40
	OLIN CORP	\$ 50,752.80
ACH	IEUA EMPLOYEES' ASSOCIATION	
	P/R 19 9/16 Employee Ded HR 0046400	186.00
	IEUA EMPLOYEES' ASSOCIATION	\$ 186.00
ACH	IEUA SUPERVISORS UNION ASSOCIA	
	P/R 19 9/16 Employee Ded HR 0046400	375.00
	IEUA SUPERVISORS UNION ASSOCIA\$	375.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA	
	P/R 19 9/16 Employee Ded HR 0046400	1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIA\$	1,131.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS	
	P/R 19 9/16 Employee Ded HR 0046400	470.00
	IEUA PROFESSIONAL EMPLOYEES AS\$	470.00
ACH	DISCOVERY BENEFITS INC	

Check	Payee / Description		Amount
	P/R 19 9/16 Cafeteria Plan	HR 0046400	3,001.59
	DISCOVERY BENEFITS INC	\$	3,001.59
ACH	PACIFIC PARTS & CONTROLS Capacitors	I407777	116.49
	PACIFIC PARTS & CONTROLS	\$	116.49
ACH	PEST OPTIONS INC July 2016 GWR Weed Abatement Services	262353	5,916.00
	PEST OPTIONS INC	\$	5,916.00
ACH	OMNIEARTH INC WR15022-7/16 Prof Svcs	2607	5,980.00
	OMNIEARTH INC	\$	5,980.00
ACH	AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E RP1-18,400 Lbs Polymer 750A	34907 34908	2,496.42 24,458.46
	AQUA BEN CORPORATION	\$	26,954.88
ACH	LASER LINE HQA-Svc HP 9250C Digital Scanner	28934	189.95
	LASER LINE	\$	189.95
ACH	SANTA ANA WATERSHED July 2016 Service	8902	154,759.56
	SANTA ANA WATERSHED	\$	154,759.56
ACH	UNIVAR USA INC CCWRP-13,117 Lbs Sodium Bisulfite	LA266010	2,838.85
	UNIVAR USA INC	\$	2,838.85
ACH	AGRICULTURAL RESOURCES 10/16 Wtr Quality Consult	10/16 WTR QLT	6,000.00
	AGRICULTURAL RESOURCES	\$	6,000.00
ACH	CHINO BASIN DESALTER AUTHORITY Reim-Inter Co Billing for PO4500016618	REIM PO 45-16	4,773.28
	CHINO BASIN DESALTER AUTHORITY	\$	4,773.28
ACH	LA OPINION PI-Water Conservation Ad-8/17/16 Ad	2258228	1,100.00
	LA OPINION	\$	1,100.00
ACH	OLIN CORP TP1-4,966 Gals Sodium Hypochlorite TP1-4,956 Gals Sodium Hypochlorite CCWRP-3,034 Gals Sodium Hypochlorite	2216846 2214079 2214080	2,830.62 2,824.92 1,729.38

Check	Payee / Description		Amount
	RP1-2,680 Gals Sodium Hypochlorite	2214081	1,527.60
	RP5-4,916 Gals Sodium Hypochlorite	2214745	2,802.12
	RP4-2,502 Gals Sodium Hypochlorite	2214746	1,426.14
	TP1-4,584 Gals Sodium Hypochlorite	2215319	2,612.88
	TP1-4,952 Gals Sodium Hypochlorite	2215899	2,822.64
	CCWRP-3,014 Gals Sodium Hypochlorite	2215900	1,717.98
	TP1-5,002 Gals Sodium Hypochlorite	2216212	2,851.14
	RP5-4,924 Gals Sodium Hypochlorite	2216213	2,806.68
	RP4-3,008 Gals Sodium Hypochlorite	2216373	1,714.56

	OLIN CORP	\$	27,666.66
ACH	PACIFIC RELIABILITY AND 8/15-8/17 Motor Circuit Analysis Trainin 20160817		5,750.00

	PACIFIC RELIABILITY AND	\$	5,750.00
ACH	EVOQUA WATER TECHNOLOGIES LLC Replace Filter on Rental DI Tank	902760434	70.96

	EVOQUA WATER TECHNOLOGIES LLC	\$	70.96
ACH	WEST COAST ADVISORS 8/16 Prof Svcs	10478	9,800.00

	WEST COAST ADVISORS	\$	9,800.00
ACH	JC LAW FIRM 8/16 Watermaster	00059	900.00
	8/16 IEUA vs RP1 Ontario Airport Plume	00060	1,650.00
	8/16 RCA Legal	00061	600.00
	8/16 Santa Ana River	00063	480.00
	8/16 IEUA vs SAWPA	00064	270.00
	8/16 United Water Works vs Mike Bubalo C	00065	3,845.00
	8/16 Regional Contract	00066	27,415.00

	JC LAW FIRM	\$	35,160.00
ACH	JC LAW FIRM 7/16 Regional Contract	00046	10,485.00
	7/16 IEUA vs Martin	00039	60.00
	7/16 Watermaster	00040	750.00
	7/16 IEUA vs RP1 Ontario Airport Plume	00041	1,170.00
	7/16 RCA Legal	00042	325.00
	7/16 General Legal	00043	26,925.00
	7/16 IEUA vs SAWPA	00044	3,515.00
	7/16 United Water Works vs Mike Bubalo C	00045	3,100.00

	JC LAW FIRM	\$	46,330.00
ACH	SHELL ENERGY NORTH AMERICA LP RP2/RP5-8/1-8/31 16400 El Prado Rd 5/1-5 2044 8/16		7,886.54

	SHELL ENERGY NORTH AMERICA LP	\$	7,886.54
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem	HEALTH PREM	469.46

	ESTRADA, JIMMIE J	\$	469.46

Check	Payee / Description	Amount
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
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

Check	Payee / Description		Amount
	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
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

Check	Payee / Description	Amount
	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
	TRAUTERMAN, HELEN	\$ 172.23
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 594.46
	TIEGS, KATHLEEN	\$ 594.46
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 777.28
	DIGGS, GEORGE	\$ 777.28
ACH	HAYES, KENNETH	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	469.46
	HAYES, KENNETH	\$	469.46
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	543.83
	VARBEL, VAN	\$	543.83
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
	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

Check	Payee / Description		Amount
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 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

Check	Payee / Description	Amount
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 297.23
	SOPICKI, LEO	\$ 297.23
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 282.49
	HERNANDEZ, BENJAMIN	\$ 282.49
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
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

Check	Payee / Description	Amount
	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
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

Check	Payee / Description	Amount
	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 480.05
	VANDERPOOL, LARRY	\$ 480.05
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 543.83
	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	

Check	Payee / Description		Amount
	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	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM	418.83
	ALVARADO, ROSEMARY	\$	418.83
ACH	ICMA RETIREMENT TRUST 457 P/R 20 9/30/16 Deferred Comp Ded	HR 0047100	14,663.07
	P/R 20 9/30/16 Deferred Comp Ded	P/R 20 9/30/1	200.00
	ICMA RETIREMENT TRUST 457	\$	14,863.07
ACH	LINCOLN NATIONAL LIFE INS CO P/R 20 9/29 Deferred Comp Ded	HR 0047100	17,839.67
	P/R 20 9/30/16 Deferred Comp Ded	P/R 20 9/30/1	2,341.18
	LINCOLN NATIONAL LIFE INS CO	\$	20,180.85
ACH	ICMA RETIREMENT TRUST 401 P/R 20 9/30 Exec Deferred Comp	HR 0047100	5,987.08
	P/R 20 9/30/16 Exec Deferred Comp	P/R 20 9/30/1	2,413.62
	ICMA RETIREMENT TRUST 401	\$	8,400.70
ACH	AQUA BEN CORPORATION RP1-20,700 Lbs Polymer 750A	34923	27,515.76
	AQUA BEN CORPORATION	\$	27,515.76
ACH	NAPA GENUINE PARTS COMPANY 5W30 Mobil Oil, Trans Filter	202234	52.43
	1 Battery, 1 Core Charge	202481	144.86
	1 Lip Seal	202480	35.24
	2 Air Filters	202231	32.29
	NAPA GENUINE PARTS COMPANY	\$	264.82
ACH	CHINO BASIN DESALTER AUTHORITY 7/15-6/16-MWD Rebate Pass Through	285	1,207,449.60
	CHINO BASIN DESALTER AUTHORITY	\$	1,207,449.60

Check	Payee / Description	Amount
ACH	AMERICAN MICROIMAGING IS15003-8/2016 Professional Services 47569	5,775.00
	AMERICAN MICROIMAGING \$	5,775.00
ACH	PARSONS WATER & INFRASTRUCTURE EN16028/EN16025-6/4-7/1 Prof Svcs 1607C563	331,770.22
	PARSONS WATER & INFRASTRUCTURE\$	331,770.22
ACH	LA OPINION PI-Water Conservation Ad-8/31/16 Ad 2258609	1,574.99
	LA OPINION \$	1,574.99
ACH	PEST OPTIONS INC August 2016 GWR Weed Abatement Services 263701	5,916.00
	PEST OPTIONS INC \$	5,916.00
ACH	WEST COAST ADVISORS 9/16 Prof Svcs 10505	9,800.00
	WEST COAST ADVISORS \$	9,800.00
ACH	SHELL ENERGY NORTH AMERICA LP RP1-8/1-8/31 2450 Phila St 5/1-5/31 Adj 2042 8/16 133,321.97 CCWRP/TP/RWPS-8/1-8/31 14950 Tlphn 5/1- 2046 8/16 42,260.31	175,582.28
	SHELL ENERGY NORTH AMERICA LP \$	175,582.28
ACH	PREFERRED BENEFIT INSURANCE 9/16 Agency Dental Plan EIA18497	14,824.40
	PREFERRED BENEFIT INSURANCE \$	14,824.40
ACH	DISCOVERY BENEFITS INC P/R 17 & 18 August Admin Fees 0000679813-IN	156.75
	DISCOVERY BENEFITS INC \$	156.75

Grand Total Payment Amount: \$ 3,063,860.00

Check	Payee / Description	Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R 18 9/2 Taxes	HR 0046100 50,592.56
	P/R 18 9/2 Taxes	HR 0046100 9,605.81
	EMPLOYMENT DEVELOPMENT DEPARTM\$	60,198.37
Wire	INTERNAL REVENUE SERVICE P/R 18 9/2 Taxes	HR 0046100 307,125.02
	INTERNAL REVENUE SERVICE	\$ 307,125.02
Wire	BANK OF AMERICA NT&SA P/R 18 9/2/16 EFT Direct Deposit	090216 687,991.10
	BANK OF AMERICA NT&SA	\$ 687,991.10
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	HR 0046400 9,086.24
		HR 0046400 50,164.38
	EMPLOYMENT DEVELOPMENT DEPARTM\$	59,250.62
Wire	INTERNAL REVENUE SERVICE	HR 0046400 298,229.60
	INTERNAL REVENUE SERVICE	\$ 298,229.60
Wire	BANK OF AMERICA NT&SA P/R DIR 009 9/9/16 EFT Direct Deposit	090916 DIR 1,327.38
	BANK OF AMERICA NT&SA	\$ 1,327.38
Wire	EMPLOYMENT DEVELOPMENT DEPARTM P/R DIR 009 9/9 Taxes	HR 0046200 380.05
	EMPLOYMENT DEVELOPMENT DEPARTM\$	380.05
Wire	INTERNAL REVENUE SERVICE P/R DIR 009 9/9 Taxes	HR 0046200 2,363.36
	INTERNAL REVENUE SERVICE	\$ 2,363.36
Wire	BANK OF AMERICA NT&SA P/R 19 9/16/16 EFT Direct Deposit	091616 691,680.80
	BANK OF AMERICA NT&SA	\$ 691,680.80
Wire	BANK OF AMERICA NT&SA P/R 20 9/30/16 EFT Direct Deposit	093016 685,760.02
	BANK OF AMERICA NT&SA	\$ 685,760.02
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 18 9/2 Deferred Comp Ded	HR 0046100 15,350.84
	PUBLIC EMPLOYEE'S RETIREMENT S\$	15,350.84
Wire	STATE DISBURSEMENT UNIT	

Check	Payee / Description		Amount
	P/R 18 9/2	HR 0046100	1,145.06
	P/R 18 9/2	HR 0046100	198.00
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 18 9/2 PERS	HR 0046100	263,427.90
	PUBLIC EMPLOYEES RETIREMENT SY\$		263,427.90
Wire	PUBLIC EMPLOYEES' RETIREMENT S 9/16 Health Ins-Retirees, Board, Employees 2100 9/16		236,716.77
	PUBLIC EMPLOYEES' RETIREMENT S\$		236,716.77
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 19 9/16 Deferred Comp Ded	HR 0046400	15,412.46
	PUBLIC EMPLOYEE'S RETIREMENT S\$		15,412.46
Wire	STATE BOARD OF EQUALIZATION 8/16 Sales Tax Deposit	23784561 8/16	8,045.00
	STATE BOARD OF EQUALIZATION	\$	8,045.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY P/R 19 9/16 PERS	HR 0046400	272,251.11
	PUBLIC EMPLOYEES RETIREMENT SY\$		272,251.11
Wire	STATE DISBURSEMENT UNIT P/R 19 9/16	HR 0046400 HR 0046400	198.00 1,145.06
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S P/R 20 9/30/16 Deferred Comp Ded P/R 20 9/30/16 Deferred Comp Ded	PR 20 9/30/16 HR 0047100	1,049.41 14,103.11
	PUBLIC EMPLOYEE'S RETIREMENT S\$		15,152.52
Wire	CALPERS GASB-68 Reports & Schedules	1000000148335	2,500.00
	CALPERS	\$	2,500.00
Wire	SUMITOMO MITSUI BANKING CORP 08B 7/1/16-9/30/16 LOC Fees	NY-091282 090	44,727.52
	SUMITOMO MITSUI BANKING CORP	\$	44,727.52
Wire	METROPOLITAN WATER DISTRICT July 2016 Water Purchase	8754	3,134,113.32
	METROPOLITAN WATER DISTRICT	\$	3,134,113.32

Report: ZFIR TREASURER	Inland Empire Utilities Agency	Page 3
For 09/01/2016 ~ 09/30/2016	Treasurer Report	Date 10/12/2016

Check	Payee / Description	Amount
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Grand Total Payment Amount: \$ 6,804,689.88

**CONSENT
CALENDAR
ITEM**

2G

Date: November 16, 2016

To: The Honorable Board of Directors

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: Adoption of Resolution 2016-11-2 to Remove the per Million Gallon
Sewer Service Rates

RECOMMENDATION

It is recommended that the Board of Directors adopt Rate Resolution No. 2016-11-2 to remove the per million gallon (MG) sewer service rate, and maintain the equivalent dwelling unit (EDU) volumetric rate as adopted for Fiscal Years (FYs) 2015/16 through FYs 2019/20.

BACKGROUND

In March 2015, the Board adopted Rate Resolution No. 2015-3-1 establishing EDU volumetric rates for the Regional Wastewater Program for FYs 2016/17 through 2019/20. Historically the rate resolution for the Regional Wastewater Program volumetric rates have included a rate per EDU and a rate per MG.

The EDU volumetric rate is the Agency's monthly service rate charged to contracting member agencies for wastewater discharge to the regional wastewater system. The MG service rate was specific to wastewater discharge from the San Bernardino County Prado Regional Park based on an agreement between IEUA and the County. This agreement was amended in October 2014 to address, amongst other items, changes in the operation and maintenance of at Prado Regional Park. The amendment also changed the applicable billing rate from MG to EDU. This change was not appropriately reflected in the EDU Rate Resolution No. 2015-3-1 (attached) adopted by the IEUA Board in March 2015. The updated Rate Resolution No. 2016-11-2 removes the MG rate and there is no change in the EDU rate as adopted for FYs 2015/16 -2019/20.

Adoption of EDU Volumetric Rate Revision for Fiscal Years 2016/17 – 2019/20
November 16, 2016
Page 2

IMPACT ON BUDGET

None.

Attachments:

Resolutions No. 2015-3-1 and 2016-11-2

RESOLUTION NO. 2015-3-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING SERVICE RATES FOR IMPROVEMENT DISTRICT "C" FOR FISCAL YEAR 2015/16 THROUGH YEAR 2019/20

WHEREAS, pursuant to the Regional Sewage Service Contract, the Regional Contracting Agencies Advisory Committees have received and reviewed the Regional Wastewater Program Budget with an associated service rate for Fiscal Years 2015/16 through FY 2019/20;

WHEREAS, The Regional Advisory Committees have reviewed service rates for Fiscal Years 2015/16 through 2019/20, and recommended approval for Fiscal Years 2015/16 through FY 2016/17:

NOW, THEREFORE, the Board of Directors hereby **RESOLVES, DETERMINES, AND ORDERS** the following to be effective July 1st of each fiscal year, excluding FY 2015/16, which will require an agreed upon effective date of October 1, 2015:

Section 1. Effective October 1, 2015, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$15.89 per equivalent service unit (EDU) per month or \$1,810.00 per million gallons.

Section 2. Effective July 1, 2016, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$17.14 per equivalent service unit (EDU) per month or \$2,060.00 per million gallons.

Section 3. Effective July 1, 2017, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$18.39 per equivalent service unit (EDU) per month or \$2,310.00 per million gallons.

Section 4. Effective July 1, 2018, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$19.59 per equivalent service unit (EDU) per month or \$2,560.00 per million gallons.

Section 5. Effective July 1, 2019, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$20.00 per equivalent service unit (EDU) per month or \$2,810.00 per million gallons.

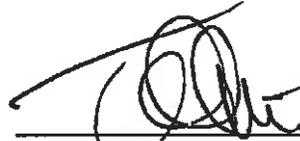
Section 6. The provisions of the Regional Sewage Service Contract and any amendments thereto are hereby applicable and will remain in full force and effect.

Section 7. That upon the effective date of this Resolution, Resolution No. 2012-2-2 is hereby rescinded.

The undersigned certifies that this is a true copy as on file in the permanent records of the Agency. This stamp must be in purple ink to constitute a certified copy.
Inland Empire Utilities Agency*
A Municipal Water Agency

By: [Signature] Date 6-10-15

ADOPTED this 18th day of March, 2015.



Terry Catlin, President of the Inland
Empire Utilities Agency* and of the
Board of Directors thereof

ATTEST:



Steven J. Elie, Secretary 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 being No. 2015-3-1 was adopted at a Board
Meeting on March 18, 2015, of said Agency by the following vote:

AYES: Hall, Elie, Camacho, Koopman, Catlin
NOES: None
ABSTAIN: None
ABSENT: None



Steven J. Elie, Secretary/Treasurer of
the Inland Empire Utilities Agency*
and of the Board of Directors thereof

(SEAL)

* A Municipal Water District

RESOLUTION NO. 2016-11-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, REVISING THE ESTABLISHED SERVICE RATES FOR IMPROVEMENT DISTRICT "C" FOR FISCAL YEAR 2016/17 THROUGH YEAR 2019/20

WHEREAS, pursuant to the Regional Sewage Service Contract, the Regional Contracting Agencies Advisory Committees have received and reviewed the Regional Wastewater Program Budget with an associated service rate for Fiscal Years 2015/16 through FY 2019/20;

WHEREAS, The Regional Advisory Committees had reviewed service rates for Fiscal Years 2015/16 through 2019/20, and recommended approval for Fiscal Years 2015/16 through 2016/17:

NOW, THEREFORE, the Board of Directors hereby RESOLVES, DETERMINES, AND ORDERS the following to be effective July 1st of each fiscal year on the equivalent dwelling unit (EDU) rates, excluding FY 2015/16 rate implemented on an agreed upon effective date of October 1, 2015:

Section 1. Effective October 1, 2015, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$15.89 per equivalent dwelling unit (EDU) per month.

Section 2. Effective July 1, 2016, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage shall be \$17.14 per equivalent dwelling unit (EDU) per month.

Section 3. Effective July 1, 2017, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$18.39 per equivalent service unit (EDU) per month.

Section 4. Effective July 1, 2018, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$19.59 per equivalent service unit (EDU) per month.

Section 5. Effective July 1, 2019, the total service rate for the operation and maintenance of the regional sewage system and the treatment of the domestic sewage, shall be \$20.00 per equivalent service unit (EDU) per month.

Section 6. The provisions of the Regional Sewage Service Contract and any amendments thereto are hereby applicable and will remain in full force and effect.

Section 7. That upon the effective date of this Resolution, Resolution No. 2015-3-1 is hereby rescinded.

ADOPTED this 16th day of November, 2016.

Terry Catlin, President of the Inland
Empire Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Steven J. Elie, Secretary 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 being No. 2016-11-2 was adopted at a Board
Meeting on November 16, 2016, of said Agency by the following vote:

AYES: Hall, Elie, Camacho, Hofer, Catlin

NOES: None

ABSTAIN: None

ABSENT: None

Steven J. Elie, Secretary/Treasurer of
the Inland Empire Utilities Agency*
and of the Board of Directors thereof

(SEAL)

* A Municipal Water District

**CONSENT
CALENDAR
ITEM**

2H



Date: November 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal, and Administration Committee (11/09/2016)

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: Debt Management Policy Update

RECOMMENDATION

It is recommended that the Board of Directors approve the updated Debt Management Policy governing all Agency's debt (Attachment A).

BACKGROUND

In May 2016, the Board adopted the Debt Management Policy. This policy demonstrates the Agency's effort to standardize the issuance and management of debt. The primary objective of the Debt Management Policy is to establish conditions for the use of debt and to create procedures and policies that minimize the Agency's debt service and issuance costs, retain a high quality credit rating, and maintain full and complete financial disclosure and reporting.

In September 2016, State Bill (SB) No. 1029 was passed and approved by the Governor. This bill requires the California Debt and Investment Advisory Commission (CDIAC) to track and report on all state and local outstanding debt until fully repaid or redeemed. This bill also requires that the report of proposed debt include a certification by the issuer that it has adopted local debt policies which include specified provisions concerning the purpose for which debt can be used, the relationship of the debt to the Agency's ten year capital improvement plan (TYCIP), the types of debt that can be issued (fixed, variable, commercial paper, etc.), and internal control procedures to ensure compliance with bond covenants and continuing disclosure requirements. The Agency's Debt Management Policy of November 2016 is updated to meet the SB1029 requirements (Exhibit A).

The updated Debt Management Policy continues to set forth comprehensive guidelines for the use of debt financing and prepayment or refunding of outstanding debt. It is the objective of the policy to (1) obtain debt financing only when necessary, (2) establish the process for identifying the timing and amount of debt or other financing to be as efficient as possible, (3) obtain the most favorable interest rate and other related costs, (4) when appropriate, that future financial flexibility be maintained.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Exhibit A: Summary of the Key Changes in the Debt Management Policy
Attachment A: Debt Management Policy, November 2016

Exhibit A – Summary of Key Changes in Debt Management Policy

Section	Additional Changes
Purpose and Use of Debt	Maintaining and improving the Agency's current credit ratings assigned to outstanding debt by the major credit rating agencies
Debt Management	Bond proceeds will be deposited and recorded in separate accounts
Debt Structure	Include call option, to prepay or retire debt prior to stated maturity
Type of Debt	Variable rate bond (definition is provide in Appendix A)
Debt Service/Surety Policy	Besides CFO/AGM and counsel from financial advisor, adding bond counsel and underwriter in determining funding of a debt service reserve fund
New section: Capitalized Interest	That interest may be capitalized for the construction period and debt service expense does not begin until the project is operational and producing revenues
Role of Financial Advisor	Advisory responsibilities on refunding opportunities, debt structure, evaluate/negotiate private placement of new debt

Attachment A

DEBT MANAGEMENT POLICY

6075 Kimball Avenue
Chino, CA 91708
Phone: (909) 993-1600

Website: www.ieua.org

**INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016**

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DEBT MANAGEMENT POLICY
November 2016**

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INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

Policy Statement

This policy documents the Inland Empire Utilities Agency (Agency) goals and guidelines for the use of debt instruments for financing Agency water and sewer infrastructure, projects, and other financing needs. The Agency recognizes the need to invest in ongoing capital replacement and rehabilitation of its facilities to ensure future viability of services.

The Agency will pay for infrastructure, projects, and other financing needs from a combination of current revenues, available reserves, and prudently issued debt. The Agency acknowledges that debt can provide an equitable means of financing projects for its customers and provide access to new capital needed for infrastructure and project needs. Debt will be used to meet financing needs (i) if it meets the goals of equitable treatment of all customers, both current and future; (ii) if it is the most cost-effective means available; (iii) if it is fiscally prudent, responsible, and diligent under the prevailing economic conditions; and (v) if there are other important policy reasons therefor. The Agency will not issue debt without the approval of the Board of Directors (Board).

To achieve the highest practical credit ratings and endorse prudent financial management, the Agency is committed to systematic capital planning, and long-term financial planning. Evidence of this commitment to long term capital planning is demonstrated through adoption and periodic adjustment of the Agency's Ten Year Capital Improvement Plan (TYCIP) identifying the benefits, costs and method of funding each capital improvement planned for the succeeding ten years. Capital projects included in the TYCIP are typically first identified in the Agency's long term planning documents, amongst them the Wastewater Facilities Master Plan, Asset Management Plan, Recycled Water Program Strategy, and Integrated Resources Plan.

Purpose of Policy

The purpose of this debt management policy is to:

- To establish parameters for issuing debt
- Provide guidance to decision makers:
 - With respect to options available to finance infrastructure, projects, and other financing needs,
 - So that the most prudent, equitable and cost effective method of financing can be chosen
- Promote objectivity in the decision-making process.

The Agency will adhere to the following legal requirements for the issuance of public debt:

- The state law which authorizes the issuance of the debt
- The federal and state law which govern the eligibility of the debt for tax-exempt status
- The federal and state law which govern the issuance of taxable debt
- The federal and state laws which govern disclosure, sale, and trading of the debt both before and subsequent to issuance

INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

- Generally Accepted Accounting Principles (“GAAP”)

Purpose and Use of Debt

The Agency will utilize reasonable debt financing as an acceptable and appropriate approach to fund long-term improvements and thus ensure that existing and future users pay their fair share. Long-term improvements include the acquisition of land, facilities, infrastructure, and supplies of water; and enhancements or expansions to existing water and sewer capacity and facilities. Debt can be issued to fund the planning, pre-design, design, land and/or easement acquisition, construction, and related fixtures, equipment and other costs as permitted by law. The Agency will not issue debt to cover operating needs, unless specifically approved by the Board.

The Agency may issue short term financing to finance certain essential equipment and vehicles. These assets range from service vehicles to laboratory equipment. The underlying asset must have a minimum useful life of one year or more. Short-term financings, including loans, on bill financing and capital lease purchase agreements, are executed to meet such needs.

The CFO/AGM will periodically evaluate the Agency’s existing debt and execute re-financings or prepayment (refunding) when economically beneficial. A refinancing may include the issuance of bonds to refund existing bonds or the issuance of bonds in order to refund other obligations, such as commercial paper or loans.

All debt issuance or refunding proposals made by the Agency involving a pledge or other extension of the Agency’s credit through the sale of securities, execution of loans or leases, or making of guarantees or otherwise involving directly or indirectly the lending or pledging of the Agency’s credit shall be reviewed by the CFO/AGM. The CFO/AGM shall be responsible for analyzing the debt financing proposal to determine if it is beneficial to the Agency and complies with the Agency’s long-term financial planning objectives, including maintaining or improving the current credit ratings assigned to outstanding debt by the major credit rating agencies.

The proceeds of any debt obligation shall be expended only for the purpose for which it was authorized. Debt may only be issued under Board authorization and when the Agency has appropriated sufficient funds to pay the obligation of principal and interest. No debt shall be issued with a maturity date greater than the expected weighted average useful life of the facilities or improvements being financed. The final maturity of bond or State Revolving Fund (SRF) loan debt shall be limited to 30 years after the date of issuance.

INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

Debt Management

There are no specific provisions within the California Government Code that limit the amount of debt that can be issued by the Agency. The Agency will provide for a periodic review of its financial performance and review its performance relative to the financial policies outlined herein. These financial policies will be taken into account during the capital planning, budgeting, and rate setting process. Necessary appropriations for annual debt service requirements will be routinely included in the Agency's budget. The Agency will maintain proactive communication with the investment community, including rating agencies, credit enhancers and investors, to ensure future capital market access at the lowest possible interest rates.

The Agency's Debt Management Policy, Reserve Policy and Investment Policy are integrated into the decision-making framework utilized in the budgeting and capital improvement planning process. As such, the following principles outline the Agency's approach to debt management:

- The Agency will issue debt only in the case where there is an identified source of repayment. Debt will be issued to the extent that (i) projected existing revenues are sufficient to pay for the proposed debt service together with existing debt service covered by such existing revenues, or (ii) additional revenues have been identified as a source of repayment in an amount sufficient to pay for the proposed debt.
- The Agency will not issue debt to cover operating needs, unless specifically approved by the Board.
- Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future users. Borrowings by the Agency will be of a duration that does not exceed the useful life of the improvement that it finances and where feasible, should be shorter than the projected economic life. The standard term of long-term borrowing is typically 20-30 years.
- The Agency currently issues debt instruments on a fixed and variable interest rate basis. Fixed rate securities ensure budget certainty through the life of the securities and can be advantageous in a low interest rate environment. When appropriate, the Agency may choose to issue securities that pay a rate of interest that varies according to a predetermined formula or results from a periodic remarketing of the securities.

The proceeds of the bond sales will be invested until used for the intended project(s) in order to maximize utilization of the public funds. The investments will be made to obtain the highest level of safety. The Agency's Investment Policy and the specific bond indentures govern objectives and criteria for investment of bond proceeds. The CFO/AGM will oversee the investment of bond proceeds in a manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.

INLAND EMPIRE UTILITIES AGENCY DEBT MANAGEMENT POLICY

November 2016

Bond proceeds will be deposited and recorded in separate accounts to ensure funds are not comingled with other forms of Agency cash. The Agency's trustee will administer the disbursement of bond proceeds pursuant to that certain Indenture of Trust. Requisition for the disbursement of bonds funds will be approved by the Agency's General Manager or CFO/AGM.

The CFO/AGM will monitor dedicated debt reserve fund balances and periodically review the advisability of prepayment or refunding of related debt. The financial advantages of a refunding must outweigh the cost of reissuing new debt. A potential refunding will be assessed in combination with any new capital projects requiring financing, and the benefits of the refunding will be evaluated in relation to its costs and risks.

Debt can be refunded to achieve one or more of the following objectives:

- Reduce future interest costs; Restructure or reduce future debt service in response to evolving conditions regarding anticipated revenue sources and lower market interest rates; and
- Restructure the legal requirements, termed covenants of the original issue to reflect more closely the changing conditions of the Agency or the type of debt.

Debt Coverage Target

The Agency will not engage in debt financing unless the proposed obligation, when combined with all existing debts, will result in acceptable debt ratios. In determining the affordability of proposed revenue bonds, the Agency will perform an analysis comparing projected annual net revenues (after payment of operating and maintenance (O&M expense) to estimated annual debt service and estimated debt coverage ratio (DCR). DCR is the amount of cash flow available to meet annual interest and principal payment on debt.

The Agency's bond covenants require a legal DCR of at least 120% for senior bonds and a coverage ratio of at least 125% for senior and subordinate debt combined. As appropriate and as needed, the Agency will require a rate increase to cover both O&M and debt service costs, and create debt service reserve funds to maintain the legally required DCR. The Agency's objective is to maintain a DCR above the legally required minimum that sustains a high quality credit rating.

Debt Instrument Rating

The CFO/AGM, with advice from a financial advisor as appropriate, will assess whether a credit rating should be obtained for an issuance and make a recommendation to the Board. If it is determined that a credit rating is desirable, the probable rating of the proposed debt issuance is assessed before its issuance, and necessary steps are taken in structuring the debt issuance to ensure that the best possible rating is achieved.

INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

Debt Structuring

The Agency will seek to structure debt with aggregate level principal and interest payments over the life of the borrowing. "Backloading" of debt service will be considered only when such structuring is beneficial to the Agency's aggregate overall debt payment schedule.

A call option will be used unless there is a compelling reason not to do so. A call option, or optional redemption provision, gives the Agency the right to prepay or retire debt prior to its stated maturity. This option may permit the Agency to achieve interest savings in the future through refunding of the bonds. Because the cost of call options can vary widely, depending largely on market conditions, an evaluation of factors, such as the call premium, time until the bonds may be called at a premium or at par, and interest rate volatility. Generally, 30-year tax exempt municipal borrowings are structured with a 10-year call at no premium. From time to time, shorter call options (5-9 years) may be used at little or no premium.

Types of Debt

The Agency may issue debt, including but not limited to revenue bonds, variable rate bonds, state revolving fund (SRF) loans, bank loans, notes, commercial paper, direct placements, capital leases, lease-purchase financing, securitization and on bill financing. The weighted average useful life of the asset(s) or project shall exceed the payout schedule of any debt the Agency assumes. A definition on each type of debt is provided in Appendix A.

In addition to the aforementioned long and short term financing instruments, the Agency may also consider joint arrangements with other governmental agencies. Communication and coordination will be made with local governments regarding cost sharing in potential joint projects, including leveraging grants and funding sources.

The Agency is authorized to join with other special districts and/or municipal agencies to create a separate entity, such as a Joint Powers Authority (JPA), to issue debt on behalf of the Agency, the special district or municipality. The Agency will only be liable for its share of debt service, as specified in a contract executed in connection with the joint venture debt.

Credit Enhancement

Credit enhancement may be used to improve or establish a credit rating on an Agency debt obligation. Types of credit enhancement include Letters of Credit, bond insurance or surety policies. The CFO/AGM will recommend to the Board the use of credit enhancement if it reduces the overall cost of the proposed financing or if, in the opinion of the GM and/or CFO/AGM, the use of such credit enhancement furthers the Agency's overall financial objectives.

**INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016**

Debt Service Reserve Fund/Surety Policy

The CFO/AGM, with counsel from the Agency's financial advisor, bond counsel, and underwriter, will determine whether it is prudent and cost-effective to fund a debt service reserve fund. The Agency may issue debt without a funded debt service reserve surety if market pricing will not be negatively impacted. Debt reserves will be maintained in accordance with the Agency's Reserve Policy.

Capitalized Interest

Generally, interest may be capitalized for the construction period of a revenue-producing project, such that debt service expense does not begin until the project is expected to be operational and producing revenues. In addition, for lease back arrangements, such as those used for lease revenue bond transactions, interest may be capitalized for the construction period, until the asset is operational. Only under extraordinary circumstances, interest may be capitalized for a period longer than the construction period. Capitalized interest is sometimes referred to as "funded interest."

Credit Ratings

The Agency will seek to maintain the highest possible credit ratings that can be achieved for debt instruments without compromising the Agency's policy objectives. Ratings are one reflection of the general fiscal soundness of the Agency and the capabilities of its management. By maintaining the highest possible credit ratings, the Agency can issue its debt at a lower interest cost. To enhance creditworthiness, the Agency is committed to prudent financial management, systematic capital planning, and long-term financial planning.

The Agency recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Each proposal for additional debt will be analyzed for its impact upon the Agency's debt rating on outstanding debt.

Rating Agency Relationships

The Agency shall be responsible for maintaining relationships with the rating agencies; Standard & Poor's, Moody's Investors Service, and Fitch Investors Service, as appropriate. This effort shall include providing periodic updates, both formal and informal, on the Agency's general financial condition and coordinating meetings and presentations in conjunction with a new debt issuance as appropriate. Written disclosure documents to the rating agencies shall be provided by the Finance and Accounting Department.

The retention of a rating agency relationship will be based on a determination of the potential for more favorable interest costs as compared to the direct and indirect cost of maintaining that relationship.

**INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016**

Bond Ratings

The CFO/AGM in consultation with the Agency's financial advisor, shall be responsible for determining whether a rating shall be requested on a particular financing, and which of the major rating agencies shall be asked to provide such a rating.

Method of Sale

The Agency will select the method of sale that best fits the type of bonds being sold, market conditions, and the desire to structure bond maturities to enhance the overall performance of the entire debt portfolio. Three general methods exist for the sale of municipal bonds:

- I. **Competitive sale.** Bonds will be marketed to a wide audience of investment banking (underwriting) firms. The underwriter is selected based on the best bid for the Agency's securities, (highest price/lowest yield) The Agency will award the sale of the competitively sold bonds on a true interest cost (TIC) basis. Pursuant to this policy, the GM and/or CFO/AGM is hereby authorized to sign the bid form on behalf of the Agency fixing the interest rates on bonds sold on a competitive basis.
- II. **Negotiated sale.** The CFO/AGM selects the underwriter, or team of underwriters, of its securities in advance of the bond sale. The CFO/AGM works with the underwriter to bring the issue to market and negotiates all rates and terms of the sale. In advance of the sale, the GM and/or CFO/AGM will determine compensation for and liability of each underwriter employed and the designation rules and priority of orders under which the sale will be conducted. Pursuant to this policy, the GM and/or CFO/AGM is hereby authorized to sign the bond purchase agreement on behalf of the Agency fixing the interest rates on bonds sold on a negotiated basis.
- III. **Private placement.** The Agency may elect to issue debt on a private placement bases. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or of it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

Roles and Responsibility

The primary responsibility for developing debt financing recommendations rests with the CFO/AGM. In developing such recommendations, the CFO/AGM shall consider the need for debt financing and assess progress on the current capital improvement program or plan (CIP) and any other program/improvement deemed necessary by the Agency. The Board authorizes and approves debt financing and/or debt service related recommendations and proposals.

**INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016**

All proposed debt financings shall be presented to the Board through the Finance, Legal, and Administrative Committee and approved by the Board. New bond issues will be issued through the Chino Basin Regional Financing Authority (CBRFA) pursuant to a corresponding Installment Purchase Agreement between the CBRFA and the Agency. The Installment Purchase Agreement, amongst other things, provides for the Agency's pledge of designated revenues, the setting of rates and charges sufficient to meet the debt obligations and the payment of debt obligations.

Debt is to be issued pursuant to the authority of and in full compliance with provisions, restrictions and limitations of the Constitution and laws of the State of California Government Code (CGC) §54300 et seq.

Bond Counsel

The Agency will retain external bond counsel for all debt issues. As part of the responsibility to oversee and coordinate the marketing of all Agency indebtedness, the CFO/AGM shall make recommendations for approval by the Board on the retention of bond counsel.

Bond counsel will prepare the necessary authorizing resolutions, agreements and other documents necessary to execute the financing. All debt issued by the Agency will include a written opinion by bond counsel affirming that the Agency is authorized to issue the debt, stating that the Agency has met all state constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status.

Financial Advisors

The Agency will select financial advisors who may either be independent financial advisors or firms who engage in municipal bond underwriting or brokerage services. While serving as the Agency's financial advisor, a firm may not also engage in the underwriting of the Agency bond issue for which that firm acts as financial advisor. A firm may also not switch roles (i.e., from financial advisor to underwriter) after a financial transaction has begun. Financial advisors shall be selected through a competitive process after a review of proposals by the CFO/AGM and/or other staff.

During the contract term of any party acting as financial advisor, neither the firm nor any individual employed by that firm will perform financial advisory, investment banking or similar services for any entity other than the Agency in transactions involving an Agency financial commitment without the specific direction of the Agency's CFO/AGM.

The financial advisor will advise the Agency on refunding opportunities for current outstanding debt, as well as assist in evaluating the merits of competitive, negotiated or private placement of new debt, and determining the most appropriate structure to ensure effective pricing that meets the Agency's near-term and long term cash flow needs. The financial advisor will work with all parties involved in the financing transaction, including the Agency's bond counsel, trustee, underwriters, and credit liquidity providers, to develop and monitor the financing schedule and preparation of

INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

the Official Statement. The financial advisor will assist the Agency in developing and distributing bid specifications for desired services as, trustee and paying agents, printing, remarketing and credit liquidity service providers, and assist the Agency in its review process. The Agency also expects that its financial advisor will provide objective advice and analysis, maintain confidentiality of the Agency's financial plans, and be free from any conflict of interest.

Underwriters

For negotiated sales, the Agency will generally select or pre-qualify underwriters through a competitive process. This process may include a request for proposal or qualifications to all firms considered appropriate for the underwriting of a particular issue or type of bonds. The CFO/AGM will determine the appropriate method to evaluate the underwriter submittals and then select or qualify firms on that basis. The Agency will not be bound by the terms and conditions of any underwriting agreement; oral or written, to which it was not a party.

Federal Arbitrage and Rebate Compliance

The Agency will fully comply with federal arbitrage and rebate regulations. Concurrent with this policy, the CFO/AGM will take all permitted steps to minimize any rebate liability through proactive management in the structuring and oversight of its individual debt issues. All of the Agency's tax-exempt issues, including lease purchase agreements, are subject to arbitrage compliance regulations.

The Department of Financial Planning shall be responsible for the following:

- I. Monitoring the expenditure of bond proceeds to ensure they are used only for the purpose and authority for which the bonds were issued and exercising best efforts to spend bond proceeds in such a manner that the Agency shall meet one of the spend-down exemptions from arbitrage rebate. Tax-exempt bonds will not be issued unless it can be reasonably expected that 85% of the proceeds will be expended within the three-year temporary period.
- II. Monitoring the investment of bond proceeds with awareness of rules pertaining to yield restrictions. Maintaining detailed investment records, including purchase prices, sale prices and comparable market prices for all securities.
- III. Contracting the services of outside arbitrage consultants to establish and maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of federal tax code.

To the extent any arbitrage rebate liability exists, the Agency will report such liability in its annual Comprehensive Annual Financial Report (CAFR).

INLAND EMPIRE UTILITIES AGENCY
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November 2016

Continuing Disclosure

The Agency will meet secondary disclosure requirements in a timely and comprehensive manner, as stipulated by the Securities Exchange Commission (SEC) Rule 15c2-12 and consistent with the Agency's Disclosure Procedures Policy. The GM or CFO/AGM shall be responsible for providing ongoing disclosure information to the Municipal Securities Rulemaking Board's (MSRB's) Electronic Municipal Market Access (EMMA) system, the central depository designated by the SEC for ongoing disclosures by municipal issuers. The Agency will provide financial information and operating data no later than 270 days following the end of the Agency's fiscal year each year, and will provide notice of certain enumerated events with respect to the bonds, if material, as defined in the Agency's bond covenants.

The Agency will keep current with any changes in both the administrative aspects of its filing requirements and the national repositories responsible for ensuring issuer compliance with the continuing disclosure regulations. In the event a 'material event' occurs requiring immediate disclosure, the Agency will ensure information flows to the appropriate disclosure notification parties.

Compliance with Bond Covenants

In addition to financial disclosure and arbitrage compliance, once the bonds are issued, the Agency is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:

- Annual appropriation of revenues to meet debt service payments
- Timely transfer of debt service payments to the trustee or paying agent
- Compliance with insurance requirements
- Compliance with rate covenants where applicable
- Compliance with all other bond covenants

On an annual basis, the Finance and Accounting Department will prepare all required debt related schedules and footnotes for inclusion in the Agency's CAFR. The CAFR shall describe in detail all funds and fund balances established as part of any direct debt financing of the Agency.

The CAFR may also contain a report detailing any material or rate covenants contained in any direct offering of the Agency and whether or not such covenants have been satisfied.

INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016

Policy Review

On an as needed based, the CFO/AGM will be responsible for updating and revising this Policy which shall be reviewed by the Finance, Legal, and Administrative Committee and adopted by the Board.

**INLAND EMPIRE UTILITIES AGENCY
DEBT MANAGEMENT POLICY
November 2016**

APPENDIX "A"

Definitions of Types of Debt

Bank Loans and Notes

Use of short-term borrowing, such as bank loans and notes, will be undertaken only if available cash or reserves are insufficient to meet both project needs and current obligations.

Capital Lease

Capital lease debt may be considered to finance capital improvements, including vehicles and equipment with an expected useful life of less than ten years. A capital lease is a lease in which the lessor finances the lease and all other rights of ownership transfer to the Agency.

Derivatives

The Agency may choose to enter into contracts and financing agreements involving interest rate swaps, floating/fixed rate auction or reset securities, or other forms of debt bearing synthetically determined interest rates as authorized under the applicable statutes. The Agency will consider the use of derivative products on a case-by-case basis and consistent with state statute and financial prudence. Before entering into such contracts or agreements, the Agency will review the risks and benefits of such financing techniques and expected impacts on the Agency's long-term financial operations and credit ratings, and prepare a report to be presented to the Board of Directors through the Finance, Legal and Administration Committee for approval.

Lease-Purchase Financing

The use of lease-purchase agreements in the acquisition of vehicles, equipment and other capital assets shall be considered carefully relative to any other financing option. The lifetime cost of a lease typically will be higher than other financing options or pay-go purchases. Nevertheless, lease-purchase agreements may be used by the Agency as funding options for capital acquisitions if operational or cash-flow considerations preclude the use of other financing techniques.

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November 2016

On Bill Financing

The Agency may choose to enter into low or zero interest financing agreements with utility providers who offer On Bill Financing. This type of financing offers financing of business improvements with little to no stated interest or fees or costs to the Agency. Repayment amounts will be based on projected savings associated with the project and will be part of the monthly bill received from the issuer. Financing terms can range from three to ten years depending on the project to be financed.

Revenue Bonds

Revenue bonds issued by the Agency are long term obligations issued to fund capital projects. The Agency will generally issue revenue bonds on a fixed interest rate basis, wherein at the time of the bond sale all interest rates are known and do not change while those bonds are outstanding. Particular conditions may arise where the Agency would consider the use of variable interest rate bonds. Variable interest rate bonds have interest rates that reset on a periodic basis (e.g. daily, weekly, monthly, etc.). Revenue bonds are payable solely from Agency revenues in accordance with the agreed upon bond covenants.

Variable Rate Debt

Variable rate debt is an alternative to fixed rate debt. It may be appropriate to issue short-term or long-term variable rate debt to diversify the Agency's debt portfolio, reduce interest costs, provide interim funding for capital projects and improve the match of assets to liabilities. Variable rate debt typically has a lower cost of borrowing than fixed rate financing and shorter effective lives in the range of 7 to 35 days. The Agency may consider variable rate debt in certain instances. The Agency will maintain a conservative level of outstanding variable debt in consideration of general rating agency guidelines and limits outstanding variable rate debt to a maximum of 30% of total outstanding debt, in addition to maintaining adequate safeguards against risk and managing the variable revenue stream. Under no circumstances will the Agency issue variable rate debt solely for the purpose of earning arbitrage.

Short Term Debt

Pending the issuance of bonds the Board may authorize the issue of short term debt. Short-term borrowing may be utilized for the temporary funding of operational cash flow deficits or anticipated revenues, where anticipated revenues are defined as an assured revenue source with the anticipated amount based on conservative estimates. The CFO/AGM will determine and utilize the least costly method for short-term borrowing. Such debt shall be authorized by resolution of the Board.

INLAND EMPIRE UTILITIES AGENCY
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November 2016

These short term notes may be structured as:

- **Bond Anticipation Notes (BANs)** - BANs are short term obligations that will be repaid by proceeds of a subsequent long-term bond issue. The Agency may choose to issue Bond Anticipation Notes as a source of interim construction financing. Before issuing such notes, financing for such notes must be planned for and determined to be feasible by the GM and CFO/AGM.
- **Commercial Paper (CP)** - CP is a note that has maturities up to 270 days and may be rolled to a subsequent maturity date. Tax Exempt Commercial Paper may be issued for Agency capital programs if a program size and efficiency can be put in place.
- **Tax and Revenue Anticipation Notes (TRANs)** - TRANs are short term notes secured by a pledge of taxes and other revenues in the current fiscal year. TRANs, if issued, will constitute direct obligations of the Agency backed by the full faith and credit of the Agency. All TRANs will be redeemed in the same fiscal year in which they are issued. The Agency may choose to issue Tax Revenue Anticipation Notes to fund internal working capital cash flow needs, if such notes are judged by the GM and CFO/AGM to be prudent and advantageous to the Agency.

State Revolving Funds

The State Revolving Fund (SRF) loan program is a low or zero interest loan program for the construction of wastewater treatment and sewage collection systems, water recycling facilities, storm water projects, implementation of nonpoint source and storm drainage pollution control management programs, and for the development and implementation of estuary conservation and management programs. SRF debt service payments are factored into debt service coverage ratios as defined by applicable water and wastewater indentures.

SRF loans are generally structured such that the Agency is required to contribute a percentage of the total project cost and receives loan proceeds from the State for the balance. In general, the SRF loan interest rate is calculated by taking half of the True Interest Cost (TIC) of the most recent State of California General Obligation Bonds sale. The term of the loans can be 20 or, if applicable, an extended financing term of 30 years. When compared to traditional bond financing, the Agency may realize substantial savings as a result of the lower interest rate.

SRF Loans may provide additional assistance in the form of principal forgiveness. Principal forgiveness must be specified at the execution of the loan agreement for the amount forgiven to be counted against the total loan required to be provided by the SRF.

Letters of Credit

The Agency shall have the authority to enter into a letter-of-credit agreement when such an agreement is deemed prudent and advantageous. Only those financial institutions with short-term

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DEBT MANAGEMENT POLICY
November 2016**

credit ratings of at least VMIG 1/A-1, F1 by Moody's Investor Services, Standard & Poor's and Fitch IBCA, may participate in the Agency's letter of credit agreements.

**CONSENT
CALENDAR
ITEM**

21

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Finance, Legal and Administration Committee (11/9/16)

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

for Chris Berch *CB*
Executive Manager of Engineering/Assistant General Manager

Submitted by: Sylvie Lee *SL*
Manager of Planning & Environmental Resources

Subject: IEUA and San Bernardino County Recycled Water Letter Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the proposed Letter Agreement between IEUA and County of San Bernardino regarding implementing recycled water requests; and
2. Authorize the General Manager to execute the Agreement.

BACKGROUND

In October 2014, Inland Empire Utilities Agency (IEUA) and the San Bernardino County worked together to devise a new agreement that would modernize the 1976 billing methodologies, regard the County as a typical recycled water and sewer customer, and more accurately reflect the division of operation and maintenance (O&M) costs. The 2014 Agreement updated rates from historic calculations to wholesale recycled water rates, and had the County install meters to measure flows taken from the lake for irrigation instead of previous methodologies.

The 2014 Agreement is being proposed to be amended with a Letter Agreement to provide clarity in situations when the County requests to fill the Prado Lake with recycled water, after it has been drained for maintenance and repair purposes. If the County were to drain the Prado Lake, such drainage serves to accelerate and decelerate IEUA discharge from Prado Lake, but not change the total volume used and discharged. Therefore, the Letter Agreement proposes to not charge the County for recycled water to fill the Prado Lake. However, if the fill rate exceeds normal operation set point through the Prado Lake (1-2 MGD), the County will pay IEUA the associated electrical

costs for the added pumping to fill the Prado Lake. The proposed Letter Agreement is administrative only; it does not expand the benefits or burdens to IEUA under the initial contract, but rather refines how the original contract will be implemented.

The new agreement is consistent with Agency's business goal category *Business Practices* by providing excellent customer service in providing clarity in the implementation of the Agency contract.

PRIOR BOARD ACTION

On October 15, 2014, the IEUA Board of Directors approved the Agreement between IEUA and San Bernardino County for Recycled Water, Sewer, and O&M Services, and authorized the General Manager to execute the agreement.

IMPACT ON BUDGET

None.

Attachment: Letter of Agreement

**Letter of Agreement between the Inland Empire Utilities Agency and
County of San Bernardino Regarding Implementing Recycled Water
Requests Pursuant to the 2014 Agreement for Provisions of Recycled
Water, Sewer and O&M Services**

Without changing the approved 2014 Agreement, this letter of agreement shall further delineate unspecified provisions of the 2014 Agreement between the County of San Bernardino (herein referred to as "County") and the Inland Empire Utilities Agency (herein referred to as "IEUA"), collectively referred to as "the Parties".

RECITALS:

Whereas, the Parties wish to clarify and implement provisions required during exceptional needs and events;

Whereas, County operates Prado Lake as a public recreational facility including as a fishery, which requires water quality maintenance;

Whereas, County has paid for the initial filling of Prado Lake, and the 2014 Agreement requires for County to pay for all evaporative/transpiration from Prado Lake, as well as County's extractions from Prado Lake;

Whereas, IEUA uses the Prado Lake facility as a State permitted wastewater discharge point, and to meet its 1969 Santa Ana River judgement;

Whereas, IEUA, as part of its operation and maintenance of the Recycled Water Program, discharges 1-2 million gallons per day through Prado Lake;

Whereas, draining Prado Lake in whole or part and refilling serves to accelerate and decelerate IEUA discharge from Prado Lake, but not change the total volume used and discharged;

Whereas, IEUA must coordinate the sale and use of its recycled water and required discharges seasonally considering intersystem demands and supplies;

Whereas County has infrequent but periodic need to perform maintenance of the Prado Lake facility;

Whereas, the Prado Lake facility therefore operates as a joint use between the Parties, it is necessary to further delineate responsibilities pursuant to the 2014 Agreement,

NOW THEREFORE, the Parties agree to operate as follows:

1. Any draining and refilling of Prado Lake by County for facility maintenance shall be coordinated and scheduled between County and IEUA.
2. All drained water quantity shall be monitored and measured to the Parties satisfaction, accomplished at the IEUA spillway monitoring station or by metering the amount of water required to refill.
3. Refilling will be coordinated by the Parties and generally performed during the IEUA low recycled water demand periods.
4. IEUA will endeavor to make recycled water flow available from its Regional Recycled Water System during low demand periods at no resulting charge as it is a function of the acceleration and deceleration of required IEUA discharge to downstream.
5. County may request to coordinate periodic flow/discharge increases above IEUA minimum flow of 1-2 million gallons a day for Prado Lake water quality and algae control during warm weather.
6. In the event County requests additional water flow resulting in discharge greater than its operational minimum flow (1-2 MGD), County will be responsible to reimburse IEUA for the pumping cost as calculated as a prorata share of the energy bills for the associated pumping facility.
7. At all times the Parties will coordinate to provide recreational opportunities, and meet recycled water discharge requirements, as well as recycled water system demands, and maintenance needs in the public interest.

Agreed:

County Chief Executive Officer Date

IEUA General Manager Date

**CONSENT
CALENDAR
ITEM**

2J

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (11/9/16)

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

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

Shaun J. Stone *SJS*
Manager of Engineering

Subject: RP-4 Improvements Bid Rejection

RECOMMENDATION

It is recommended that the Board of Directors reject the September 7, 2016, bids for the construction of the RP-4 Improvements, Project No. EN14018.

BACKGROUND

The Regional Water Recycling Plant No. 4 (RP-4) began operation in 1997, with an average daily liquid treatment capacity of seven million gallons per day (MGD). In 2009, the plant's treatment capacity expanded to 14 MGD. Since the expansion, the tertiary chemical systems have needed process improvements due to a change in the operational strategy and general deterioration.

On July 28, 2016, a request for bids was advertised to the prequalified contractors on the under \$2,000,000 list. Four contractors participated in the job walk held on August 16, 2016. On September 7, 2016, the following three bids were received:

Bidder's Name	Total Price
GSE Construction Company Inc.	\$2,619,600
W.A. Rasic Construction Company	\$3,027,500
J.F. Shea Construction, Inc.	\$3,084,000
Engineer's Estimate	\$2,000,000

The bids received were higher than the Engineer's estimate due to the current less competitive bidding environment within the region (due to many available biddable projects), as well as,

escalated material prices for the rehab of the second bay in the maintenance building. Accordingly, staff recommends rejecting all bids such that staff can re-scope into two projects; inside building retrofits (breakroom, shower, locker rooms, and two restrooms) and the chemical system improvements. Once the re-scoping is complete, two new request for bids will be advertised.

The following table is the anticipated schedule moving forward:

Project Milestone	Date
Construction Contract Award - Chemical Improvements	February 2017
Construction Completion - Chemical Improvements	February 2018
Construction Contract Award - Building Improvements	July 2017
Construction Completion - Building Improvements	July 2018

The rejection of the bids for the RP-4 Improvements Project is consistent with the *Agency's 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

On March 18, 2015, the Board of Directors approved the amendment to the engineering services contract with IDS Group for additional consulting services for the RP-4 Disinfection Facility Improvements for the not-to-exceed amount of \$105,110.

IMPACT ON BUDGET

None.

PJG:CB:SS:aa

**CONSENT
CALENDAR
ITEM**

2K



Date: November 16, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(11/09/16)

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

Submitted by: Randy Lee *PL*
Executive Manager of Operations/Assistant General Manager

Jeff Noelte *PL for JN*
Manager of Technical Services

Subject: Contract Award to Aqua Ben Corporation for Hydrofloc 748E Polymer

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002229 to Aqua Ben Corporation, establishing a one-year contract for the supply of Hydrofloc 748E with options for four additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract with the four potential contract extensions.

BACKGROUND

Sewage treatment generally involves solids and liquid treatment processes. At the Agency's water recycling plants, the liquid stream goes through biological, filtration, and disinfection treatment to achieve the required Title 22 standard before it is distributed for beneficial reuse. The solids stream goes through thickening, digestion, dewatering, and finally transported to the Inland Empire Regional Composting Facility (IERCF) for composting. The thickening of waste activated sludge prior to digestion is accomplished through Dissolved Air Flotation Thickener (DAFT) at Regional Water Recycling Plant No. 1 (RP-1) and Regional Water Recycling Plant No. 2 (RP-2). The DAFT process thickens sludge by adding polymer to cause sludge particles to clump together, and then floating these flocculated particles to the surface where they can be skimmed off as thickened sludge.

The current DAFT polymer supply contract with Aqua Ben Corporation expired on October 31, 2016. On July 18, 2016, a formal Request for Proposal was issued through the PlanetBids online solicitation system to 126 prospective suppliers. Suppliers were asked to sample RP-1 and RP-2 waste activated sludge to perform jar tests and then provide a recommended chemical dose (in pounds active polymer per ton of dry solids) with their proposed prices. The bid closed on August 24, 2016, and three suppliers provided the following proposals:

Supplier	RP-1		RP-2	
	Recommended Dose (lbs./ton)	Annual Cost	Recommended Dose (lbs./ton)	Annual Cost
Aqua Ben Corp.	1.71	\$26,352	2.52	\$12,965
BASF	5.51	\$99,318	4.98	\$29,922
Brentag	4.57	\$148,917	3.63	\$39,429

Staff from the Technical Services Department then performed in-house polymer performance jar tests using the supplier's recommended dose to evaluate the product performance. The results were based on the testing of three parameters: percent solids in the floated layer of particles, volume of the floated layer of particles, and solids removal percentage from the liquid subnatant. The table below summarizes the results of the testing.

Supplier	Product	Percent Solids in Floated Layer <i>(higher is better)</i>		Volume of Floated Layer (mL) <i>(smaller is better)</i>		Solids Removal Percentage <i>(>95% required)</i>	
		RP-1	RP-2	RP-1	RP-2	RP-1	RP-2
Aqua Ben Corp.	Hydrofloc 748E	2.2%	2.04%	225	275	>95%	>95%
BASF	Zetag 8847 FSB	2.15%	2.03%	250	275	>95%	>95%
Brentag	Brennfloc CP 2661	1.9%	1.87%	225	275	>95%	>95%

The results of the jar testing indicates that the three products performed similarly, with the Aqua Ben product performing slightly better than the other two. The annual cost of the Aqua Ben product is significantly more favorable than the other products. Therefore, staff recommends that the Board approve the issuance of a one-year contract to Aqua Ben Corp. with options for four additional one-year extensions, for a potential total contract term of five years. Currently, IEUA is paying \$1.005 per pound to Aqua Ben Corp. for the same Hydrofloc 748E product. The proposed price of \$0.89 represents a decrease of more than 10%.

Awarding the contract to Aqua Ben Corp. for Hydrofloc 748E is in line with the IEUA Business Goal of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands.

Contract Award to Aqua Ben Corporation for Hydrofloc 748E Polymer
November 16, 2016
Page 3 of 3

PRIOR BOARD ACTION

On October 21, 2009, the Board of Directors awarded a five-year contract to Aqua Ben Corp.

IMPACT ON BUDGET

If approved, the anticipated chemical expenditures will be funded from the Fiscal Year 2016/17 Regional Wastewater Operations and Maintenance (RO) fund polymer budget.



CONTRACT NUMBER: 4600002229
FOR
SUPPLY OF HYDROFLOC 748E POLYMER

This CONTRACT (Contract) is made and entered into this _____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as Agency), and Aqua Ben Corporation of Orange, California (hereinafter referred to as Supplier), for as-needed supply and delivery of Hydrofloc 748E Polymer.

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

- A. **CONTRACT ADMINISTRATOR:** All general direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are as follows, or as provided to the Supplier in writing at a future date:

Contract Administrator: Roger Hughbanks
Contracts and Programs Administrator
Address: 6075 Kimball Ave., Building A
Chino, CA 91708
Telephone: (909) 993-1679
Email: rhughbanks@ieua.org

- B. **SUPPLIER ASSIGNMENT** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Supplier Representative: Jeff Wallace
Address: 1390 N. Manzanita Street
Orange, CA 92867
Telephone: (714) 771-6040
E-mail: jwallace@aquaben.com

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

1. Amendment(s) to Contract No. 4600002229
2. Contract No. 4600002229
4. Agency's Request for Proposal No. RFP-RH-16-300
5. Supplier's Proposal dated August 17, 2016

- D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

PRODUCT REQUIREMENTS: The polymer supplied in conjunction with this Contract will be used by the Inland Empire Utilities Agency (IEUA) within its' Dissolved Air Flotation Thickener (DAFT) system located at both Agency's facilities: Regional Plant No. 1 in Ontario, California and Regional Plant No. 2 in Chino, California.

Prior to award of any contract for supply of polymer, the selected Supplier's product must first have successfully completed performance testing in conjunction with the Agency's Dissolved Air Flotation Thickener (DAFT) systems. The performance testing will include a jar testing trial.

The polymer delivered by the selected Supplier must not contain solidified masses and must be in 100 percent solution when mixed. Polymer not meeting this requirement can cause clogging of the Agency's polymer feed system and will be rejected back to the Supplier at the Supplier's expense.

The supplied polymer shall achieve and maintain a minimum acceptable sludge solids measurement of 5.0 percent total solids, as well as a minimum acceptable recovery rate (solids capture) of 95.0 percent.

Solution polymer shall be delivered in 275 gallon tote bins. The Supplier shall supply and install any specialized fittings and equipment necessary to transfer the solution polymer from the tote bins to the mixing/feeding unit/tank.

The Agency will pay for the actual number of pounds delivered in the tote bins. Packing Slips shall convey the loaded gross weight, empty tare weight, net polymer weight delivered, and number of gallons of polymer delivered. Pounds invoiced will be the net pounds of polymer delivered; i.e. loaded gross weight minus the empty tare weight. The total weight of the polymer delivered shown on the packing slip shall be identical to the amount invoiced.

A certified laboratory analysis indicating the percent of total solids, percent of volatile solids and percent of active solids must be provided by the Supplier with each delivery. The laboratory analysis must accompany the delivery notice (packing slip). The packing slip must indicate any product that is delivered containing less percent of dry solids than has been specified. Periodic quality control tests will be performed by the Agency on the delivered product to ensure that Contract specifications are maintained and reported quality is accurate. Continued discrepancies of delivered product will result in back charges to the Supplier, and may result in contract termination.

All polymer delivered in conjunction with any contract issued in association with this solicitation shall comply in all respects with federal, state, and local regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: It is envisioned that the selected Supplier shall provide all polymer to be used by the Agency within its DAFT processes at the Agency's Regional Plant No. 1 and Regional Plant No. 2 during the term of the Contract subsequently issued in conjunction with this solicitation. Estimated usage will be based on:

- Minimum polymer dose rate that achieves sludge solids of at least 5 percent Total Solids
- Minimum acceptable Recovery Rate of 95 percent
- Solids Loading rate of approximately 12,000-14,000 lbs/day per DAFT Unit; 3 units at Regional Plant No. 1
- Solids Loading rate of approximately 6,000-7,000 lbs/day per DAFT Unit; 2 units at Regional Plant No. 2
- Solids to the DAFT for RP-1 are from either the Mixed Liquor Suspended Solids (MLSS) from the effluent of the Aeration Basins or from the Return Activated Sludge (RAS) from the Secondary Clarifiers. Normal operation at RP-1 is to waste only MLSS (approx. 4,000 mg/l)
- Solids to the DAFT for RP-2 are a combination of WAS from MLSS and RAS from CCWRF and RP-5. The estimated solids conc. is approx. 5300 mg/l.
- Air / Solids Ratio at RP-1 and RP-2 is approx. 0.009 to 0.021.
- Percent Active Solids of polymer as provided by the Supplier.
- Density of polymer as provided by the Supplier

The Agency will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product than estimated, at the agreed upon fixed unit price established by this Contract.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days subsequent to the Supplier's receipt of either a verbal or written (e-mailed) shipping order from the Agency. Orders will be placed on an as-needed basis to suit the Agency's requirements throughout the Contract period. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday only.

DELIVERY LOCATIONS: Polymer shall be delivered to the following locations, as designated at the time of order placement:

Inland Empire Utilities Agency
Regional Plant No. 1
2662 E. Walnut Avenue
Ontario, CA 91761

Inland Empire Utilities Agency
Regional Plant No. 2
16400 El Prado Road
Chino, CA 91708

The Agency reserves the right to add any additional delivery destinations, within its' designated service area, as may subsequently be required. Any added location(s) shall receive the same product, service, pricing, etc. as required by the Contract.

LOADING AND UNLOADING Upon arrival, the delivery person will report to the Agency facility's clerk; upon notification, an Agency operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time (up to one half hour) between notification to the clerk and approval by Agency operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. Loading and unloading of all shipments will not commence without an Agency Operator present. The Supplier's delivery equipment must be fully compatible with Agency facilities and equipment. Deliveries shall be executed without any spillage of material. Any spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to Agency property caused by a spill, or the loading process, shall be corrected by the Supplier immediately, at the Supplier's expense.

The Supplier shall be responsible for the pick-up of "empty" totes at the request of the Agency; the collection of totes will be at no additional expense to the Agency. "Empty" totes may contain a residual amount of polymer; the Agency shall not be held accountable for completely cleaning and emptying the polymer totes prior to Supplier pick-up. The Agency shall not be responsible for damage to totes sustained during delivery or pick-up process.

PRODUCT SAMPLE: The Agency may require, on an as needed basis, that a sample of the product delivered be collected by Agency personnel prior to unloading. The amount of sample required will be approximately half of a pint. Supplier's tote must accommodate the collection of the sample without causing spilling or splashing of product.

TERMINATION: The Agency may reject delivery or terminate the Contract, if: the quality of the delivered polymer does not meet Contract specifications; the quality of the delivered product deteriorates; the delivered product is different from the product that was tested during the trial testing period; or the performance of the delivered product is significantly different from the performance of the product during the trial testing period. In the event delivered product is rejected for failure to meet Contract specifications, it shall be the sole responsibility of the Supplier to immediately remove said

product and provide acceptable replacement product at the sole expense of the Supplier. In that event, the Supplier shall, at the Supplier's expense, support the Agency's operation through provision of temporary facilities. Temporary facilities shall include installed polymer storage tanks, pumps, piping, and miscellaneous appurtenances. Further, all costs for removal, replacement, and temporary facilities for such replacement product shall be the responsibility of the Supplier. The Agency may terminate the Contract should two or more deliveries be rejected in a one year period.

EMERGENCY TELEPHONE NUMBER: The Supplier shall provide a telephone number(s) where a representative of the Supplier may be contacted 24 hours a day, seven days a week in the event of an emergency.

SAFETY DATA SHEETS: The Supplier shall provide two copies of the selected product's Safety Data Sheet (SDS) to the Agency's Contract Administrator upon execution of any Contract entered into, and upon any update or revision to the SDS document. Also, the SDS shall be made available for the Agency to copy at the time of each delivery.

SAFETY TRAINING: The successful bidder shall provide training in the safe and proper handling procedures of their product and emergency kits, if so requested by the Agency. If requested, training shall be provided once per calendar year at each of the Agency's two usage facilities (RP1 & RP2). The training shall be provided at no additional expense to the Agency.

E. **TERM OF CONTRACT AND OPTIONS:** The term of this Contract shall be run from the date of its bilateral execution through October 31, 2017, or as mutually agreed to by the Supplier and Agency in any written extension to the Contract. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend this Contract, in twelve month increments, for an additional period not-to-exceed 48 months, which would result in a potential total Contract term of five years. In the event the Agency desires to exercise any or all of the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier, prior to the expiration of the original Contract term or any extension thereof.

F. **PRICE ADJUSTMENTS** In the event the Agency exercises any of the Contract extensions provided for in Section E above, pricing applicable to said extension shall be calculated as follows:

Commencing on November 1, 2017 and continuing on each November thereafter, those prices provided for in Section G of this Contract shall be adjusted plus or minus by a sum equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange County(s), California index area as provided for in this section. The basis for computing the adjustment to those prices provided for in Section G of this Contract shall be the percentage change for the twelve month period from July to July, starting with the period of July 2016 to July 2017, and continuing every twelve months thereafter.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued or revised.

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

As compensation for all satisfactory product provided under this Contract, the Agency shall pay the Supplier, on a fixed unit price basis, in accordance with the Product Price Schedule shown below.

PRODUCT PRICE	\$0.82 / POUND
SALES TAX @ 8.0%	\$0.07 / POUND
DELIVERY CHARGE	Included in Unit Price
TOTAL NET PRICE (Delivered w/ Tax)	\$0.89 / POUND

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

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

H. FITNESS FOR DUTY:

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby); and
 - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
2. **Inspection:** Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.
3. **Compliance:** Supplier shall advise all supplier and subcontractor personnel and associated third parties of the requirements of the Contract ("Fitness for Duty Requirements") before they enter on Agency property and shall immediately remove from Agency property any employee determined to be in violation of these requirements. Supplier shall impose these requirements on its Subcontractors. The Agency may cancel the Contract if Supplier violates these Fitness for Duty Requirements.

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

1. **Minimum Scope of Insurance**

- a. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$2,000,000 general aggregate. Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 10 01 covering Comprehensive General Liability.
 - b. **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".
 - c. **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.
2. **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 Supplier shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. **Other Insurance Provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
- a. **General Liability and Automobile Liability**
 - (1) The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
 - (2) The Supplier'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 Supplier's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - (4) The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) The Supplier may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

b. **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 Supplier for the Agency.

c. **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 30 days or ten days in the event of nonpayment, prior written notice has been given to the Agency.

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

5. **Verification of Coverage:** The Supplier shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all Subcontractor(s) 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 insurance 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.

6. **Submittal of Certificates:** The Supplier shall submit all required insurance certificates and endorsements to the following:

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

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. **Status Of Supplier:** The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.

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

3. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.

4. **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:
- A. The negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant;
 - C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal or Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
5. **Conflict Of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
6. **Equal Opportunity:** During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. **Disputes:**
- a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Supplier shall comply, pursuant to the Agency Project Manager instructions. If the Supplier is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Supplier is not satisfied with any such resolution by the

CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
- (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - (2) In the event that none of the names submitted by Supplier are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Supplier a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - (3) If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- d. Joinder in Mediation/Arbitration: The Agency may join the Supplier in mediation or arbitration commenced by a Supplier on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Supplier.
8. Workers' Legal Status: For Performance under this Contract, Supplier shall only utilize employees that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

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

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

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

- L. **TAXES, FEES, AND CHARGES:** The Supplier, and any of its Subcontractors, shall pay all sales, consumer, use and other similar taxes, and pay all charges and fees required to be paid by the Supplier, or any of its Subcontractors, in accordance with state, county, and local laws and ordinances.
- M. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Supplier: Jeff Wallace
General Manager
Aqua Ben Corporation
1390 N. Manzanita Street
Orange, California 92867

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

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier. (Government Code Section 4154)
- O. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Contract Administrator and/or Agency shall be null, void, and of no legal effect whatsoever.
- Q. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- R. **TERMINATION:** The Agency reserves the right to suspend, cancel, or terminate this Contract at any time upon ten calendar days written notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154)
- S. **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.

T. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

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

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

AQUA BEN CORPORATION:

P. Joseph Grindstaff
General Manager

Date

Jeff Wallace
General Manager

Date



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Contract Award to Aqua Ben Corporation
for Hydrofloc 748E Polymer

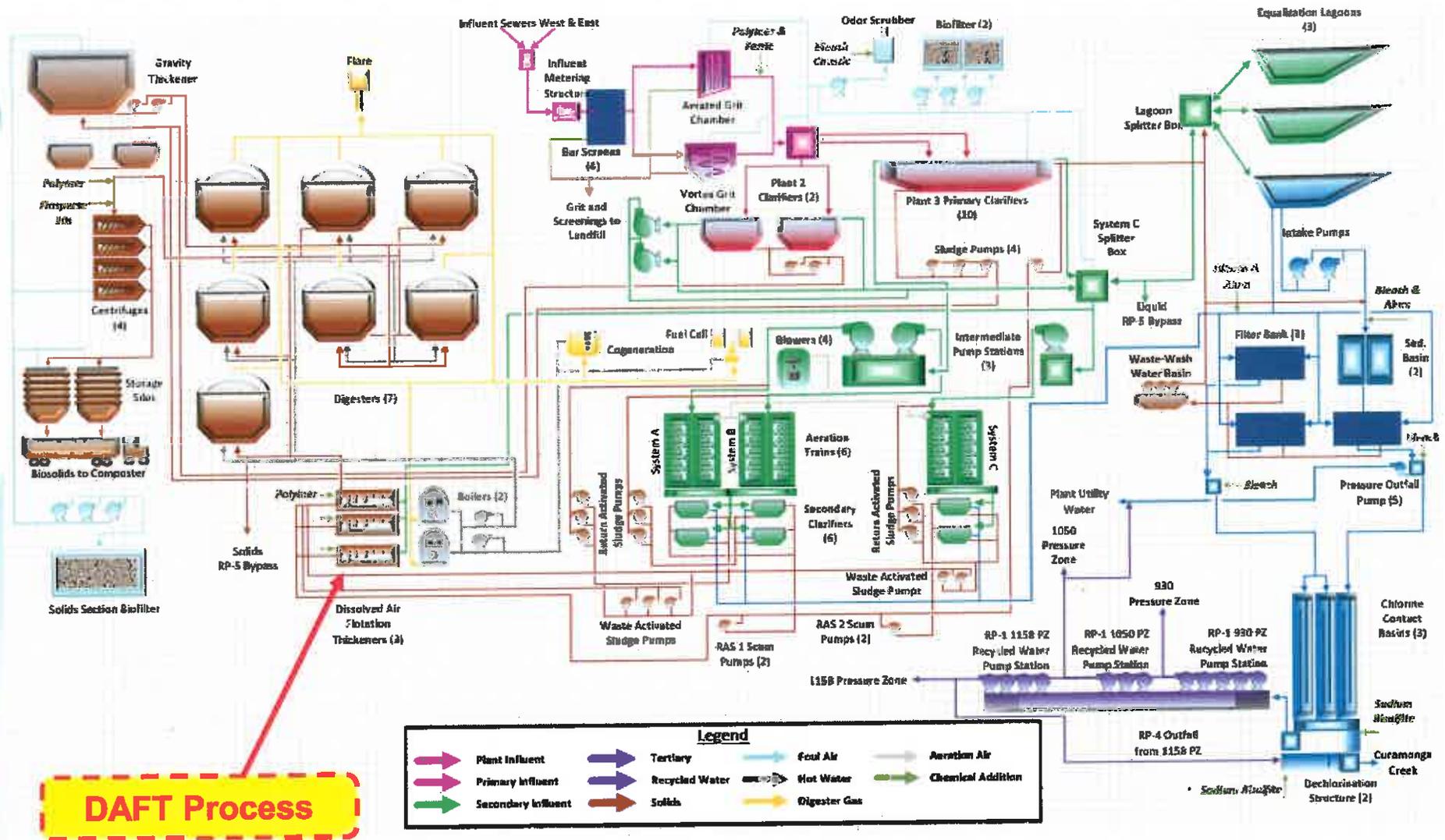
November 2016

Presented By:

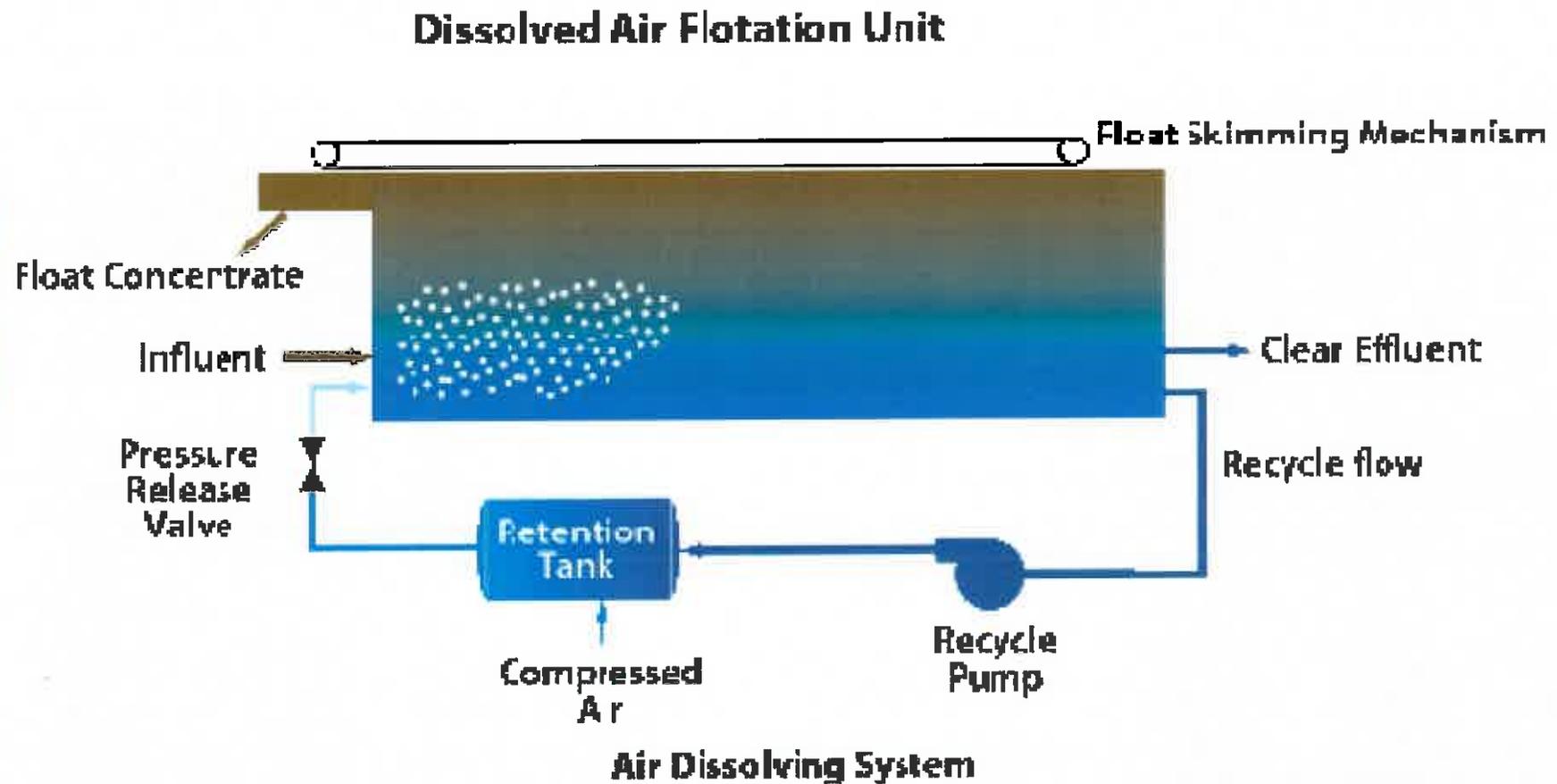
Jeff Noelte

Manager of Technical Services

RP-1 Plant Schematic for Context



Dissolved Air Flotation Thickener (DAFT)



DAFT Polymer RFP

- **Staff issued an RFP for DAFT polymer and received three proposals**

Supplier	RP-1 Cost per Year	RP-2 Cost per Year
Aqua Ben Corp.	\$26,352	\$12,965
BASF	\$99,318	\$29,922
Brentag	\$148,917	\$39,429

Jar Testing

- **Technical Services staff performed jar testing to evaluate polymer performance**



Supplier	Product	Percent Solids in Float	Volume of Float (mL)	Solids Removal %
Aqua Ben Corp.	Hydrofloc 748E	2.2%	225	>95%
BASF	Zetag 8847 FSB	2.15%	250	>95%
Brentag	Brennfloc CP 2661	1.9%	225	>95%

* Results shown for RP-1 (RP-2 had similar results)

Recommendation

- **Staff recommends Board approval of a new one-year contract with options for four additional years with Aqua Ben Corp. for Hydrofloc 748E**
 - \$0.89/pound is about 10% lower than current price



Supports the Agency's business goal of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?

**CONSENT
CALENDAR
ITEM**

2L

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee
(11/09/16)

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

Submitted by: Randy Lee *PL*
Executive Manager of Operations/AGM

Jeff Noelte *PL for JN*
Manager of Technical Services

Subject: Contract Award to Chemtrade for Bulk Aluminum Sulfate

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve Contract No. 4600002237 to Chemtrade Chemicals US LLC, establishing a two-year contract for the supply of bulk aluminum sulfate with options for three additional one-year extensions, for a potential total contract term of five years; and
2. Authorize the General Manager to execute the contract with the three potential contract extensions.

BACKGROUND

Aluminum Sulfate is used during the wastewater treatment process to assist with flocculation of solids in the water prior to filtration. The flocculation of the solids causes the particles to stick together, resulting in larger particles that are easier to separate from the process stream. Addition of a coagulant prior to filtration is required per Title 22 requirements for recycled water reuse.

The current supply contract with Thatcher Company expired on October 31, 2016. A formal Request for Proposal was issued through The Planet Bids Network online solicitation system to 213 potential bidders. The bid closed on September 14, 2016, with three responses. One response was a no-bid response.

The other two bids were from Chemtrade and Thatcher offering the following prices:

Bidders	Anticipated Annual Cost	Price per Dry Ton (Full Load)	Price per Dry Ton (Partial Load)
Chemtrade	\$131,737	\$325	\$1,020
Thatcher	\$144,175	\$360	\$430

The proposed full-load price from Chemtrade is \$325 per dry ton which is approximately \$42 per ton less (or 11%) than the current contract price of \$366.70.

PRIOR BOARD ACTION

On October 19, 2011, the Board of Directors awarded a five-year contract to Thatcher Company.

IMPACT ON BUDGET

If approved, the anticipated chemical expenditures will be funded from the Fiscal Year 2016/17 Regional Wastewater Operations and Maintenance (RO) Fund's chemical budget.



**CONTRACT NUMBER: 4600002237
FOR
SUPPLY OF ALUMINUM SULFATE**

This CONTRACT (Contract) is made and entered into this _____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as Agency) and Chemtrade Chemicals US LLC (hereinafter referred to as Supplier) for the supply and delivery of bulk aluminum sulfate.

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

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

Contract Administrator: Roger Hughbanks
6075 Kimball Ave.
Chino, CA 91708
Telephone: (909) 993-1679
Fax: (909) 993-1987
Email: rhughbanks@ieua.org

- B. **SUPPLIER ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Supplier's Representative: Jessica Buchanan
501 Nichols Road
Pittsburg, CA 94565
Telephone: (800) 811-6602
Facsimile: (973) 515-4461
E-mail: cssorders@chemtradelogistics.com

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

1. Amendment(s) to Contract No. 4600002237
2. Contract No. 4600002237
3. Agency's Request for Proposal No. RFP-RH-16-425
4. Supplier's Proposal dated 9/2/16

- D. **SCOPE OF WORK:** Supplier product, services, and responsibilities shall include and be in accordance with the following:

PRODUCT REQUIREMENTS: All aluminum sulfate supplied against this contract shall be of a minimum 48% solution. Additionally, all product delivered shall meet American Water Works Association (AWWA) standard specifications for Purified Liquid Aluminum Sulfate AWWA No. B403-

70 for wastewater treatment and shall comply in all respects with Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: The Supplier shall supply bulk aluminum sulfate to be used by the Agency during the term of any Contract entered into. The Agency estimates its aggregate annual usage of aluminum sulfate to be approximately 400 dry tons. Regardless, the Agency shall not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the fixed unit price quoted.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days subsequent to receipt of either a verbal or written (e-mailed) shipping order from the Agency. Orders will be placed on an as-needed basis to suit the Agency's requirements throughout the Contract period. It is anticipated that deliveries will be made in loads ranging between 2 to 28 tons. The Agency may request to have loads split between Tertiary Treatment Plant No. 1 and Tertiary Treatment Plant No.4, as well as between Carbon Canyon Wastewater Facility and Regional Plant No. 5.

Deliveries shall be made between the hours of 6:30 a.m. and 2:30 p.m.. No deliveries will be accepted between 11:30am and 12:30 p.m.

DELIVERY LOCATIONS: Aluminum sulfate shall be delivered to the following locations:

<u>LOCATION</u>	<u>ESTIMATED ANNUAL USAGE</u>
Tertiary Plant No. 1 2662 E. Walnut Avenue Ontario, California 91761	260 Tons
Carbon Canyon Wastewater Recycling Facility 14950 Telephone Avenue Chino, CA 91708	35 Tons
Tertiary Plant No. 4 12811 Sixth Street Rancho Cucamonga, California 91729	100 Tons
Regional Plant No. 5 6063 Kimball Avenue Chino, CA 91708	5 Tons

The Agency reserves the right to add any additional locations as may be required. Any additional location shall receive the same product, service, pricing, etc. as required by this Contract.

LOADING AND UNLOADING: Upon arrival, the delivery person will report to the Operations Building receptionist; upon notification, an Agency operator will observe and approve all loading and unloading of shipments. The Supplier shall allow a reasonable period of time, up to one-half hour, between notification of clerk and approval by Agency operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA and AWWA Standards. Loading and unloading of all shipments will not commence without a Agency Operator present. The Supplier's delivery equipment must be fully compatible with Agency facilities and equipment. Deliveries shall be executed without any spillage of material. Any spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to Agency property caused by a spill shall be corrected by the Supplier immediately.

PRODUCT SAMPLE: The Agency will require, on an as needed basis, that a sample of the product delivered be collected by Agency personnel prior to unloading. The amount of sample required will be approximately one quart. Suppliers equipment must accommodate for the collection of the sample without causing the spilling or splashing of product.

TERMINATION: The Agency may reject delivery or terminate the Contract if the quality of the delivered aluminum sulfate does not meet the product specifications. In the event delivered product is rejected for failure to meet the product specifications, it shall be the sole responsibility of the Supplier to immediately remove said product and provide acceptable replacement product at the sole expense of the Supplier. The Agency may terminate the Contract should two or more deliveries of aluminum sulfate be rejected in a one year period.

EMERGENCY TELEPHONE NUMBER: The Supplier shall provide a telephone number(s) where a representative may be contacted 24 hours a day, seven days a week in the event of an emergency.

SAFETY DATA SHEETS: The Supplier shall provide a copy of their product's Safety Data Sheet (SDS) to the Agency's Contract Administrator upon execution of any Contract entered into and whenever said document is revised or updated. Additionally, a copy of the product's SDS shall be submitted to the Agency's Operator that is present at the time of delivery

SAFETY TRAINING: The selected Supplier may be requested to provide training in the safe and proper handling procedures for their product. If requested, training may be provided once per calendar year at each of the Agency's delivery destinations. This training shall be provided at no additional expense to the Agency.

E. **TERM OF CONTRACT / OPTIONS:** The term of this Contract shall run from the date of its bi-lateral execution through October 31, 2018. Additionally, the Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend the Contract, in twelve month increments, for an additional period not-to-exceed 36 months; thus potentially resulting in an aggregate total Contract term of up to five years. In the event the Agency desires to exercise any or all of the Contract extension options provided for in this Section, the Agency shall provide written notice to the Supplier prior to the expiration of the original Contract term, or any extension thereof.

F. **PRICE ADJUSTMENTS:** In the event the Agency exercises any of the Contract extensions provided for in Section E above, pricing for said extension shall be calculated as follows:

On November, 2018 (if applicable), and again on November 1, 2019 (if applicable), and again on November 1, 2020 (if applicable), those prices provided for in this Contract shall be adjusted, plus or minus, by a sum equal to the percentage change in the Consumer Price Index (CPI) for All Urban Consumers, in the Los Angeles-Riverside-Orange Counties, California index area as provided for in this section. The basis for computing the adjustment to those prices provided for in this Contract shall be the percentage change for the twelve month period from July to July, starting with the period of July 2017 to July 2018, and continuing every twelve months thereafter.

In the event the CPI is changed so that the base period differs from 1967=100, then the index applied as provided for above shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would have been obtained if the CPI had not been discontinued or revised.

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

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

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

As compensation for product provided under this Contract, the Agency shall pay the Supplier on a fixed unit rate basis, in accordance with the product price schedule shown below.

PRODUCT PRICE/ <u>DRY TON</u> (delivered) (applicable to full truck-load deliveries)	\$ 325.00 / dry ton
Net weight of product that constitutes full truck-load	≥ 45,500 LBS.
SALES TAX (IEUA is tax exempt for this product)	NOT APPLICABLE
PRODUCT PRICE/ <u>DRY TON</u> (delivered) (applicable to less than full truck-load delivery) (* price based on 2 dry ton delivery size)	\$ 1,020.00 / dry ton*
FREIGHT SURCHARGE FOR LESS-THAN FULL LOAD DELIVERY (Chargeable after first stop)	\$ 100.00 / STOP
SALES TAX (IEUA is tax exempt for this product)	NOT APPLICABLE

H. **FITNESS FOR DUTY:**

1. **Fitness:** Supplier and its Subcontract personnel on Agency property:
 - a. shall report for work in a manner fit to do their job;
 - b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the work is not affected thereby);
and
 - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.
2. **Inspection:** Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect

evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.

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

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

- A. **Minimum Scope of Insurance:**

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

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

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

1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or

CG 20 38; and CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.

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

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

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

3. **All Coverages**

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

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

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

- G. **Release of Liability:** Supplier understands and hereby agrees that, during the course of this Contract, Supplier's Property may be exposed to the risk of, but not limited to, the following: theft; vandalism; fire damage; wind damage; for which Supplier agrees to assume any and all such risk and consequences, as a result thereof if such damages have not been caused by Agency employees.

J. LEGAL RELATIONS AND RESPONSIBILITIES:

1. **Status of Supplier:** The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.
2. **Observing Laws And Ordinances:** The Supplier or any Subcontractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
3. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
4. **Indemnification:** Supplier shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to:
 - A. The negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Supplier;
 - C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Supplier to faithfully perform the work and all of the Supplier's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
5. **Conflict Of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks

to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

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

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

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

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

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

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

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

M. **NOTICES:** Any notice may be served upon either party by delivering it in person, by e-mail 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 (wgreen@ieua.org)
Manager of Contracts/Procurement and Facilities Services
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91709

Supplier: Elizabeth Ryno (bryno@chemtradelogistics.com)
Marketing Specialist
Chemtrade Chemicals US LLC
90 East Halsey Road
Parsippany, NJ 07054

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

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the Agency and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Supplier. (Government Code Section 4154)
- O. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency's Contract Administrator and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency's Contract Administrator shall be null, void, and of no legal effect whatsoever.
- R. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **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.
- T. **FOB POINT:** The FOB point for all product delivered against this contract shall be "destination."
- U. **TERMINATION:** The Agency reserves the right to immediately suspend, cancel, or terminate this Contract at any time via issuance of written correspondence or e-mailed notice to the Supplier. In the event of such termination, the Agency shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154)
- V. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until a fully executed Contract has been completed by all responsible parties and a Notice to Proceed has been issued by the Agency.

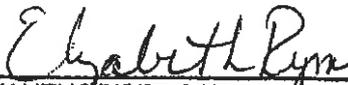
AS WITNESS HEREOF, the parties hereto have caused this Contract to be entered as of the day and year written above.

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

CHEMTRADE CHEMICALS US LLC:

P. Joseph Grindstaff
General Manager

Date



(AUTHORIZED REP)
(TITLE) **ELIZABETH RYNO
MARKETING SPECIALIST**

~~OCT 25, 2016~~

Date

**CONSENT
CALENDAR
ITEM**

2M

Date: November 16, 2016
To: The Honorable Board of Directors
Through: Engineering, Operations, and Biosolids Management Committee (11/09/16)
From:  P. Joseph Grindstaff
General Manager
Submitted by: Randy Lee *RL*
Executive Manager of Operations/Assistant General Manager
Nelson Htoy *RL for NH*
Deputy Manager of Maintenance
Subject: Contract Award for CCWRF Climber Screens and Influent Gates Repair

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award Single Source Contract No. 4600002240 to Misco, Inc. for the Carbon Canyon Water Recycling Facility (CCWRF) climber screens and influent gates repair for a fixed price of \$358,000; and
2. Authorize the General Manager to execute the contract.

BACKGROUND

Sewage treatment at a water recycling plant starts with preliminary treatment process where large debris is removed from the sewage through a screening process to prevent damage to downstream equipment and increase the overall reliability of the treatment plant. The preliminary treatment at CCWRF includes two climber screens and associated isolation gates. These equipment have been in service for over 20 years since the startup of the facility dating back to the early 1990's. The equipment is near the end of its useful life and require major rehabilitation. This service will repair and replace aging components of the climber screen equipment and the isolation gates upstream of each climber screen. The initial plan was to address these deficiencies as part of the existing CCWRF Asset Management and Improvements Project where a system-wide alternative evaluation will be performed, but this work needs to be completed sooner in order to provide adequate reliability and safety over the next few years. The scope of the service is to provide contract labor and parts for the installation, replacement, and repairs of various components of both climber screens and replacement of two upstream isolate gates.

Staff recommends that this contract be awarded as a single source supplier to Misco, Inc., who is the local distributor and supplier of Infilco Degremont parts and repair service, the original climber screen manufacturer. Engineering and Construction Management staff reviewed the proposal and determined that the price was reasonable compared to similar work recently completed at Regional Water Recycling Plant No. 4 (RP-4).

Completing the CCWRF climber screens and influent gates repair is in line with the IEUA Business Goal and Objectives of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

If approved, the CCWRF climber screens and influent gates repair for the fixed price of \$358,000 will be funded from Regional Wastewater Operations and Maintenance (RO) fund, Professional Fees & Services budget for Fiscal Year 2016/17.

Contract Award for CCWRF Climber Screens and Influent Gate Repair

November 2016

Nelson Htoy

Deputy Manager of Maintenance

Randy Lee

Executive Manager of Operations/AGM



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Background

- * Climber Screens at CCWRF have been in operation since 1992. It is an aging system and has been unreliable supporting preliminary treatment process
- * Over the last four years, emergency repairs and call-outs have been more frequent
- * Climber Screen Tracks have been re-welded multiple times
 - * Rake Assembly Arm and Wiper Edge had to be refurbished and reframed
 - * Both Upstream Gates that can isolate flow to each climber screen have failed, so influent flow cannot be diverted.



Corrective Maintenance Work Orders

CM Work Orders Climber Screens at CCWRF



- Increased Climber Screen Failures in 2015
- Track and Pin Assembly failures cause reliability issues
- Track failure caused rake assembly and wiper edge damages

Climber Screen Conditions



Track and Pin Rack Assembly wearing,
allowing pins to fall out



Bar Rake Frame Assembly Damaged and Refurbished

Recommendation

Award Single Source Contract to Misco, Inc. (local distributor for the OEM) to repair the climber screens and isolation gates for a fixed price of \$358,000 and authorize the General Manager to execute the contract

Supports the Agency's business goal of Wastewater Management to maintain capacity within systems and facilities to meet essential service demands.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

Questions?



CONTRACT No. 460002240

For Performance of

CCWRF Climber Screens and Isolation Gates Replacement Project

THIS CONTRACT (the "Contract") is made and entered into this ____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and MISCO Water of Foothill Ranch, California (hereinafter referred to as "Contractor") for performance of a climber screens and isolation gates replacement project at the Agency's Carbon Canyon Wastewater Reclamation Facility.

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: Nelson Htoy
Address: 2662 E. Walnut Street
Ontario, CA 91761
Telephone: (909) 993-1938
E-mail: nhtoy@ieua.org

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

Contractor's Project Manager: Richard Gmandt
Address: 27101 Burbank # B
Foothill Ranch, CA 92610
Telephone: (909) 258-2024
E-mail: rgnandt@miscowater.com

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

1. Amendments to Contract No. 460002240
2. Contract No. 460002240, including Exhibit A - Statement of Work
3. Contractor's GZ20160927 R7 Proposal, dated November 7, 2016

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

5. **TERM OF CONTRACT:** The term of this Contract shall run from the date of its bi-lateral execution through an expiration date of **June 30, 2017**, unless an extension is agreed to by both parties, reduced to writing, and incorporated as an amendment to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** Contractor may invoice during the course of this project in accordance with the below-listed fixed price milestone payment schedule. Agency shall pay Contractor's properly executed invoices, approved by the Project Manager, within thirty (30) days following receipt of each 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(s) certified payroll verifying that Contractor has paid prevailing wages in accordance with Department of Industrial Relations requirements.

<u>Milestone Payment Task Completed</u>	<u>Invoiceable Price</u>
Agency approval of all submittals	\$ 35,703.87
Completion & final acceptance of all Statement of Work requirements	\$ 321,334.78

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

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

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

As compensation for all work completed under this Contract, Agency shall pay Contractor, on a **fixed price milestone basis**, the total price of **\$357,038.65**

7. **LIQUIDATED DAMAGES:** Liquidated Damages, in the amount of \$200 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery schedule. The maximum amount of all liquidated damages which may potentially be assessed against payments to the Contract shall be limited to \$285,630.92. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
8. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work,

Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. FITNESS FOR DUTY:

A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:

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

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

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

A. Minimum Scope of Insurance:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required single occurrence limit.
 - a. The insurance shall include coverage for each of the following hazards:
 - Premises – Operations
 - Owners and Contractors Damage
 - Broad Form Property Damage
 - Contractual for Specific Contract
 - Severability of Interests or Cross-Liability
 - XCU Hazards
 - Personal Injury – with the "Employee"
 - Exclusion Deleted
2. **Automobile Liability:** \$500,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 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, volunteers, property owners and engineers under contract to the Agency; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
 - a. The Agency, its officers, officials, employees, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsement CG2010 1185, as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees, volunteers, property owners or engineers under contract to the Agency. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
 2. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract to the Agency for losses arising from work performed by the Contractor for the Agency.
 3. **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:

Roger Hughbanks
Contracts & Programs Administrator
E-mail: rhughbanks@jeua.org

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be

furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Contractor's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project

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

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. 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. Per Senate Bill #854, Contractors must register and meet public works/prevaling wage requirements using the on-line application/registration found at: www.dir.ca.gov/dlse/dlsepublicworks.html.

N. Department of Industrial Relations Compliance - Public Works Projects

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Registration with the Department of Industrial Relations is to be accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html.

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

12. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:
- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
 - B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
 - C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.
13. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that

same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

14. TITLE AND RISK OF LOSS:

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

15. PROPRIETARY RIGHTS:

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

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

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

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

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

Agency: Warren T. Green
Manager of Contracts & Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709
E-mail: wgreen@ieua.org

Contractor: Richard Gnandt
Project Manager
MISCO Water
27101 Burbank #B
Foothill Ranch, CA 92610
E-mail: rgnandt@miscowater.com

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, or, in the case of e-mail, upon successful transmittal and successful receipt to the receiving party's above-stated e-mail account.

18. **SAFETY AND PROTECTION:**

A. Precautions and Programs:

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

If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there has been a violation, for the period of time (duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

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

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

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

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

action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

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

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

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

MISCO WATER :

P. Joseph Grindstaff
General Manager

(Date)

Richard Gmandt
Project Manager

11/8/16

(Date)

EXHIBIT A

STATEMENT OF WORK

(to be inserted here)

STATEMENT OF WORK

CLIMBER SCREENS AND ISOLATION GATES REPAIR PROJECT At Carbon Canyon Wastewater Reclamation Facility (CCWRF)

Page 1 of 3

Requestor	Nelson Htoy	Request Date	11/2/2016
Project Manager	Nelson Htoy	Prepared By	Nelson Htoy
Department	Maintenance	Approved BY	Randy Lee

PROJECT DESCRIPTION

CCWRF Climber Screens and Isolation Gates Repair Project

PROJECT LOCATION

CCWRF Address: 14950 Telephone Avenue, Chino, CA 91708

SCOPE OF WORK

Sewage treatment at a water recycling plants starts with the preliminary treatment process where large debris is removed from the sewage through a screening process to prevent damage on downstream equipment and increase the overall reliability of the treatment plant. The preliminary treatment includes two climber screen and associated isolation gates. These equipment has been in service for the last 20 years and is past its useful life. This service will repair and replace aging components of the climber screens and isolation gates. The scope of the service is to provide contract labor and parts for the installation, replacement, and repair both climber screens and replacement of two upstream isolation gates.

Scope of work will include the purchase of materials and supplies from the original manufacture Infilco Degremont of the Climber Bar Screens at CCWRF. Misco, who is the Local Distributor for Infilco will subcontract out the mechanical work and installation as stated below. This project shall include the following equipment and services:

- Contractor will provide (4) Days Service (2 travel, 2 on-site) To Inspect Installation Of Tracking, Start Up & Training
- All work is done per IEUA required prevailing wages except project management hours.
- One (1) Lot Installation Services – by MISCOWater and/or subcontractors directed by MISCOWater.
- One (1) Lot Project Management Services – by MISCOWater
- Project manager by MiscoWater will be coordinating efforts with IEUA Maintenance and Operations on shut down plans, create schedule and plan on daily work activities, understands and enforces IEUA policies in accordance to safety procedures.
- Project manager will be responsible for commissioning equipment once repairs are complete and will work with IEUA maintenance on proper controls, functionality and benchmark testing.

STATEMENT OF WORK

CLIMBER SCREENS AND ISOLATION GATES REPAIR PROJECT At Carbon Canyon Wastewater Reclamation Facility (CCWRF)

Page 2 of 3

- Contractor will be required to work during nighttime low flow hours when and as directed by assigned IEUA Project Manager.
- Contractor is required to work in confine space area. Contractor must be Confined Space certified and all Contractor employees working in designated confined spaces must be trained and certified to do so.
- Contractor shall submit a confine space safety plan to assigned IEUA Project Manager for approval and Contractor shall utilize their own confined space-related equipment.
- Contractor shall submit specification sheets for materials and parts that will be used for this project.
- Contractor will work in conjunction with Plant Maintenance to pump down influent channel and help support cleaning efforts prior to well entry.
- Disconnect power to screens, plug bulkhead and main influent channel. Utilize Lock-Out Tag Out procedures.
- Remove and replace current tracks on climber #1 and climber #2 with new bolt on track system. Grind and condition frame.
- Check and inspect frame, repair as necessary prior to installation of track and pin assembly.
- Replace new Wiper Edge, Rack Assembly
- Remove and Replace pin rack assemblies, latches, and hardware
- Replace motor and enclosed bearing and motor cover increase to 3 HP
- Replace Torque Overload Assembly and Limit Switches
- Include machined Rake Teeth, New Design to Fit Existing Bar Rack Spacing 304 SS
- Furnish and replace sprockets, pivot pin and retainers, bearings, drive and follower
- Remove and replace (2) carriage assemblies from existing climber screens
- Install replacement carriage assembly components on existing screens
- Blast and recoat the frames on the existing screens in place
- Reconnect the (2) carriage assemblies
- Remove and Replace both Climber Screen upstream isolation gates, to include frame work, stainless steel, and gates
- Demo and install (2) new Stainless Steel manual operated slide gates and manual valves
- Replace and install (2) new Manual gate valve
- Contractor will remove and discard all old components from the site once the work has been completed.

PROJECT SCHEDULE

Anticipated start date during January 2017.

STATEMENT OF WORK

CLIMBER SCREENS AND ISOLATION GATES REPAIR PROJECT
At Carbon Canyon Wastewater Reclamation Facility (CCWRF)

Page 3 of 3

PROJECT ASSUMPTIONS & APPLICABLE SPECIFICATIONS

- Provide standby support for dry testing of replacement equipment
- Return system to service – contractor will provide control testing and functionality and will test all limit switches and torque overload testing with IEUA electrician.
- Blast coating to be 5-mil thickness when dry due to the harsh environment on interior walls and operating equipment
- Bar Rake and Climber screen will be level inspected during operation and when the assembly is in its home position
- During a 90 day period following commissioning, IEUA shall operate equipment in accordance with its normal operating practices to determine conformity and reliability.
- Contractor will provide spare parts list including parts number on all replacement parts

**CONSENT
CALENDAR
ITEM**

2N

Date: November 16, 2016

To: The Honorable Board of Directors

Through: Engineering, Operations, and Biosolids Management Committee (11/09/16)

From:  P. Joseph Grindstaff
General Manager 

Submitted by: Randy Lee 
Executive Manager of Operations/Assistant General Manager

Andy Campbell 
Groundwater Recharge Coordinator/Hydrogeologist

Subject: Ratify Contract for Declez Basin Restoration of Physical Structures

RECOMMENDATION

It is recommended that the Board of Directors ratify Contract No. 4600002233 with Jeremy Harris Construction, Inc. (previously authorized by the General Manager) for the Declez Basin Restoration of Physical Structures maintenance activities for a not-to-exceed amount of \$185,808.

BACKGROUND

As part of the groundwater recharge, periodic cleaning of basins is required to maintain operations. The Declez Basin floor and slopes required infiltration restoration to remove an accumulated clogging layer of fine-grained storm sediments, including miscellaneous debris. In addition, an appreciable volume of coarser sediment had collected in the basin's inlet cell (cell 1 of 3) which required removal to restore flow paths to water transfer structures and to restore the design volume for storm water capture.

A request for proposal (RFP-HD-16-012) was prepared for the project and bids were received from two firms. The table below summarizes the bid results.

Company	Price
Jeremy Harris Construction, Inc.	\$185,808.00
Vance Corporation	\$239,250.00

Ratify Contract for Declez Basin Restoration of Physical Structures

November 16, 2016

Page 2 of 2

The lowest bidder was Jeremy Harris Construction, Inc., which has recently and successfully completed similar infiltration restoration work at the recharge program's Victoria Basin. Staff has determined Jeremy Harris Construction, Inc. is capable of performing the Declez Basin work effectively. Due to the critical need to begin work prior to the beginning storm season (October 15) and with the lack of a October 19, 2016 Board meeting, the work was authorized under the General Manager's authority. The Board action being requested is to ratify the work previously authorized.

This contract ratification supports the Agency's business goal of Water Reliability to develop and implement an integrated water resource management plan.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The basin restoration costs are budgeted in Fiscal Year 2016/17 in the Recharge Water (RW) Fund, under other contract services. The cost of the maintenance activities for the Declez Basin will be shared between IEUA and Chino Basin Watermaster, according to the Peace II pro rata agreement.



CONTRACT NUMBER: 4600002233

FOR

EARTHWORK SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this 12th day of October, 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 Jeremy Harris Construction, Inc., of Riverside, California (hereinafter referred to as "Contractor"), for earthwork services to restore the DeClez Basin.

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

1. **AGENCY 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: Garrett Bell

Address: 6075 Kimball Avenue, Building B
Chino, California 91708

Telephone: (909) 993-1531

Facsimile: (909) 993-1987

Email: gbell@ieua.org

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

Contractor: Jeremy Harris

Address: 19466 Lurin Avenue
Riverside, California 92508

Telephone: (951) 215-0771

Facsimile: (951) 789-0089

Email: info@jhcinc.net

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract number 4600002233.
 2. Contract number 4600002233 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-16-012.
 4. Contractor's Proposal dated September 20, 2016.
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall be in accordance with Agency's Request for Proposal, dated September 6, 2016, Attachment A, and Contractor's Proposal, dated September 20, 2016, Attachment B, both of which are incorporated herein by reference, made a part hereof, and shall include the following:
- A. Within the DeClez Basin and each Cell within DeClez Basin, the Contractor shall coordinate with the Project Manager to facilitate each task:
1. Blading of non-native soil material and moving it in to an on-site windrow.
 2. Loading, hauling, and disposal of the non-native soil material, biomass, and debris.
 3. Ripping, grading, and smoothing of the surface of the basin floor to ensure flow to the outlet structure.
- B. Contractor shall provide Agency with a Schedule of Work and Services, documenting the anticipated completion of the work within the time-frame of the Contract. The Schedule of Work and Services will be prepared and submitted, to the Project Manager, for review and approval.
- C. Method of Inspection:
1. Work performed under this Contract may be required to undergo daily inspections.
 2. The Project Manager will be in charge of performing the inspections.
 3. If services provided fail an inspection a cure notice may be issued by the Project Manager.
- D. Cure Procedure:
1. Contractor shall within two (2) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable, and shall correct all other errors within seven (7) calendar days after Contractor's receipt of such notice.

2. Upon request of the Agency, Contractor shall correct any error deemed important by the Agency, in its sole discretion, as to the Agency's continued use of the work or Documentation within seven (7) calendar days after Contractor's receipt of such notice.
 3. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
 - E. 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.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of Earthworks Services, or December 31, 2016, whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING, AND COMPENSATION:**
- A. 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.
 - B. As compensation for the work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price *not-to-exceed* \$185,808 for all services satisfactorily provided hereunder during the term of this Contract.
 - C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 1. The Contract Number – 4600002233, and;
 2. The Contract Release Purchase Order Number – 45000 26106

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

APGroup@ieua.org

Scan the invoice as a PDF file.

Attach the scanned file to an email.

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

Inland Empire Utilities Agency
Re: Contract Number: 4600002233
P.O. Box 9020
Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of said invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. **No Additional Compensation:** Nothing Set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. **General Liability:** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- 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. **Additional Insured Status**: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 - b. **Primary Coverage**: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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**

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Agency by

virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

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 current A.M. 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 original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, 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

9. FITNESS FOR DUTY:

- A. Fitness: Contractor and its SubContractor personnel on the Jobsite:
1. Shall report to work in a manner fit to do their job,
 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Agency.

10. 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. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).
- 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 1815 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. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- 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.

11. TITLE AND RISK OF LOSS:

- A. Documentation: Title to the Documentation shall pass to the 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 the Agency or for the performance of Work related to the Scope of Work described herein.
- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the 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 the Agency has title as directed in writing by the Project Manager and/or a designated Agency representative.

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 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.

13. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete enjoyment of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Contractor: Jeremy Harris
Jeremy Harris Construction, Inc.
19466 Lurin Avenue
Riverside, California 92508

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

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
16. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. **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.
18. **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.
19. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. **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.

21. **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.
22. **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 by the Project Manager.
23. **AUTHORITY TO EXECUTE CONTRACT:** The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.

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**

JEREMY HARRIS CONSTRUCTION, INC:


P. Joseph Grinstaff
General Manger

10/12/16
(Date)


Jeremy Harris
President

10-11-16
(Date)

Attachment A



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSAL
NUMBER RFP-HD-16-012
FOR
PROFESSIONAL CONTRACTING
SERVICES RELATED TO
THE
RESTORATION OF THE PHYSICAL
STRUCTURES WITHIN THE
DeCLEZ BASIN Cells #1, #2, and #3

September 6, 2016

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SECTION 1 - SUBMITTAL INFORMATION

- A. **INTRODUCTION:** The Inland Empire Utilities Agency ("Agency" or "IEUA") is accepting sealed proposals at the Agency's Administrative Headquarters, located at 6075 Kimball Avenue, Building A, Chino, California, 91708; in order to engage the services of a qualified and licensed person, partnership, company, or corporation to provide contactor services; are needed to clean the DeClez Basin Forebay, removing material (non-native soil, biomass, debris, and trash) as required to re-establish the DeClez Basin's physical structure, meeting the As-Built engineering parameters of Drawing: D8009-009 and restore the infiltration (percolation) rate of the entire facility. Offeror's Proposal shall clearly identify the capabilities of their skilled staff, their qualifications, and any unique knowledge, experience, or licenses. References will be required. A fully burdened schedule of the rates for these services will also be required. It is recognized that there will be separate, yet related, tasks within the envisioned scope of work associated with re-establishing the physical structure of this valuable recharge basin. For purposes of this Request for Proposal, the terms Offeror and Contractor may be used interchangeably.
- B. **SUBMITTAL LOCATION - CLOSING DATE, AND TIME:** The scheduled submittal closing dates and times are as listed below. Offeror shall submit three (3) copies (includes one original and two photocopies) of their proposal to the address above. Proposals received after the "closing" date and time indicated will not be accepted. Faxed or emailed proposals will not be accepted.
- Submittal Closing:** Wednesday, September 21, 2016, at 4:00pm

Location: Agency's Administrative Headquarters (*address shown above*)
- C. **INQUIRIES:** Inquiries regarding this solicitation should be directed to either Garrett Bell at (909) 993-1531 (gbell@ieua.org) or Harlan Delzer at (909) 993-1707. Please reference the solicitation number "RFP-HD-16-012" when contacting the Agency's staff regarding this solicitation.
- D. **PROPOSAL LABELING:** All Proposals shall be submitted in a sealed envelope with all original pages intact. The proposal envelope must clearly indicate the Request For Proposal Number, RFP-HD-16-012, Attn: Harlan Delzer, and the subject, "Proposal for Restoration of Physical Structure of DeClez Basin."
- E. **PROPOSAL SUBMITTAL:** Any proposal found to be illegible or incomplete shall be considered for rejection. Whether sent by courier, mail, or by means of personal delivery, Offerors assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. More than one (1) proposal from any individual, firm, partnership, or corporation under the same or different names, will not be considered.
- F. **PROPOSAL FORMAT:** Offeror shall include sequential page numbers and the Contractor's initials on each page of their Proposal. A proposal not following the requested format may be deemed non-responsive and eliminated from further consideration. The Proposal shall include a dated cover letter which must be signed by a person authorized to negotiate and execute contracts on behalf of the Offeror and must be binding for a period of ninety (90) days.
- G. **PRE-PROPOSAL MEETING / JOB-WALK:** A mandatory job-walk will take place on Monday, September 12, 2016, starting at 10:30a.m. for all interested Offerors. All interested parties are urged to meet at the DeClez Basin gate, located at 13978 Philadelphia Avenue, Riverside, CA, 92509.

SECTION 2 - GENERAL INFORMATION

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

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

- H. **CONTRACTOR REFERENCES**: Using the References form included in Section 3, each Offeror shall provide a list of at least three (3) references from clients that have engaged the Offeror, for which similar work has been performed, within the last five (5) years. Include the reference names, contact person(s), telephone numbers, e-mail address, business physical address, and brief description of the specific services provided.
- I. **AWARD CRITERIA**: The following criteria will be used in the rating process for the proposals submitted; to determine the selection of the successful Offeror(s):
- Past record of performance in providing similar services (prior projects or engagements).
 - Experience of personnel (individual or company history, years in business, licenses, certifications, other personnel qualifications).
 - Proposed staffing plan and methodology proposed for the Project.
 - References.
 - Availability of personnel and ability to meet the timeline for IEUA's Contract/Project.
 - *Exceptions* taken to the proposed contract terms.
 - Project fee schedule, rate structure.
 - Payment discount proposed, in exchange for expedited invoice payment.
- J. **CONTRACT AWARD/EXECUTION**: Upon selection, the Contractor(s) shall execute a Contract with the Agency. The format and content of said contract will be similar to the Sample Contract attached to this RFP, see Section 5.
- K. **PUBLIC RECORD**: Be advised that all information contained in proposals, submitted in response to this solicitation, shall become a matter of public record, shall be subject to the California Records Act of 2004 (Government Code Section 6250 et seq.), and the information's use and disclosure are governed by this Act.
- L. **ACCEPTANCE AND PAYMENT**: The selected Offeror's invoice(s), subsequent to the completion of a valid and binding contract, shall include a specific reference to the Contract Number, the associated Purchase Order number, and be accompanied by detailed supporting documentation. The Agency shall pay the Offeror's properly executed invoices, subject to approval by the Project Manager, within thirty (30) days following receipt of the invoice.
- M. **INSURANCE**: Offeror's attention is directed to the insurance requirements set forth in the Sample Contract, pages 3 through 5, attached to this RFP. It is **highly** recommended that each Offeror confer with their respective insurers to determine, in advance, the availability (and any costs associated) of the required insurance certificates, endorsements, and waivers prescribed therein. All insurance documentation must be received, reviewed, and approved by the Agency prior to completion of the contract award. If a leading Offeror fails to strictly comply with the stated insurance requirements, that Offeror may be disqualified from receiving the award.
- N. **RELEASE OF LIABILITY**: The selected Offeror shall execute a Release of Liability form, agrees and understands that the Contractor's personal property, if left at any of the Agency's sites, during the course of the Work, may be exposed to the risk of, but not limited to, theft, vandalism, fire damage, water damage, and wind damage; for which the Contractor agrees to assume any and all such risk, and consequences, as a result thereof. The Contractor shall be responsible for the completion of the Agency's Waiver/Release of Liability form (see Section 3) as part of a complete proposal.

- O. **CONTRACT EXECUTION(S) / EXCEPTIONS:** The selected Offeror shall execute a contract with the Agency which establishes the terms and conditions covering the services provided. A sample of the Agency's standard contract is provided as Section 5 of this RFP. The Agency will issue, to the selected Contractor, a contract similar in form to the sample shown in Section 5. The executed contract which will incorporate this RFP and the Offeror's proposal. Thus, the Offeror is encouraged to carefully review and consider the sample contract. The Offeror must advise the Agency of any exceptions to the contract's content or to the content of the RFP. An Exceptions Form is provided in Section 3.
- P. **ENVIRONMENTAL PURCHASING POLICY:** The goal of IEUA is to reduce global warming and other environmentally harmful effects generated by it's operations, it's operational protocols, and it's capital improvement projects. In this endeavor, the terms and conditions of all IEUA solicitations encourage, whenever possible and practical, the proposal for products and services that are proven beneficial to the environment. Examples for this Project would be products manufactured with recycled steel, recycled plastics, and vehicles fueled with natural gas or propane versus gasoline or diesel fuel. The Offerors, in their proposals should present (and explain) the efforts they will be employing on the Project that move the Agency closer to it's sustainability goals.
- Q. **PROPOSAL INCLUSIONS:** The Request for Proposal documents shall be returned in their entirety, with all applicable portions fully completed by the Contractor. Each page shall be sequentially numbered and initialed by the Contractor.
- R. **SELECTION:** The Agency anticipates selecting a single Contractor, from the Offerors of responsive proposals. That Contractor will be awarded a Contractor Services Contract based on the qualifications to provide services that integrate:
- i. Qualified, licensed, and professional contractor staff
 - ii. Knowledge and experience with silty material on the floor of basins
 - iii. Knowledge and experience with earth-moving equipment
 - iv. Compliance with biological inspection protocols

Offerors are to clearly identify both their general qualifications (certificates and licenses) as well as any of their specialty skill-sets. Each specialty area will be carefully evaluated based on the information provided by the Offeror.

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SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all skill level classifications, as well as any associated administrative (office) fees, if any. All proposed prices shall be stated in terms of a net price to the Agency.

A. FEE INCLUSION STATEMENT: Offerors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as a NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Agency for providing professional services listed. The NET-PRICE shall include all proposed costs associated with all labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidentals, and any/all other related costs necessary to complete the services required.

B. PROPOSED FEE FOR CONTRACTOR'S SERVICES:

Offeror shall complete this Proposal Price Schedule and return it with their submittal. All proposed prices shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. At any time, IEUA may require that these cost components be further broken out, itemized, and disclosed.

Task A: Cutting and Windrowing of (10,500 cubic yards) non-native soil material, biomass, and debris.

Proposed cost in Lump-Sum amount: _____

Secondary Bid Item: In the event that the volume of silt materials to be cut and windrowed from within the Basin is more or less than the estimated 10,500 cubic yards, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the cutting and windrowing of silt material: _____ / cubic yard

Task B: Loading, Hauling, and Disposing of (10,500 cubic yards) non-native soil materials

Proposed cost in Lump-Sum amount: _____

Secondary Bid Item: In the event that the volume of silt materials to be loaded, hauled, and disposed of from within the Basin is more or less than the estimated amount, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the loading, hauling, and disposing of silt material: _____ / cubic yard

Task C: Ripping, Track-walking, Grading, and Smoothing of the Basin (cells) Floor(s)

Proposed cost in Lump-Sum amount: _____

Total Proposed Cost in Lump-Sum amount: _____

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

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

1. i.e., if Net 20, then _____ % discount
2. i.e., if Net 15, then _____ % discount
3. i.e., if Net ____, then _____ % discount

Warrants: On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests.

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

_____	_____
Signature	Printed Company Name
_____	_____
Printed Name	Date

Title	

OFFEROR IDENTIFICATION

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

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WORKERS' COMPENSATION CERTIFICATE

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

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

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

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NON-COLLUSION AFFIDAVIT

State of California)
) ss.

County of _____)

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

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

Signature

Company Name

Printed Name

Business License Number

Title

Date

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WAIVER/RELEASE OF LIABILITY

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

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

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

By:

Representative's signature

Print Name

Date

Title

Approved:

(Agency GWR Department Coordinator's signature)

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EXCEPTION FORM

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

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

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

PERFORMANCE BOND

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

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

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

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

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

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SECOND PAGE OF PERFORMANCE BOND

Bond Number _____

Bidding Schedule(s) titled:

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

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

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

Principal (print name)

Signature for Principal

(Corporate Seal)

THIRD PAGE OF PERFORMANCE BOND

Bond Number _____

Bidding Schedule(s) titled:

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

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

PAYMENT BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Owner", has, on _____, 199_____, awarded to _____ hereinafter designated as the "Principal," a Contract for the construction of:

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

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

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

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

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SECOND PAGE OF PAYMENT BOND

Bond Number _____

Bidding Schedule(s) titled:

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

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____

Principal (print name)

Signature for Principal

(Corporate Seal)

THIRD PAGE OF PAYMENT BOND

Bond Number _____

Bidding Schedule(s) titled:

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

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

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SECTION 4 - TECHNICAL SPECIFICATIONS

Scope of Work for Victoria Basin Specification and Scope of Work and Services

Introduction/Description of Work: The work, to be performed under this maintenance project, consists of the removal of non-native soils, biomass, and debris from the DeClez Basin Cell 1. It includes removing of accumulated Non-Native Soil materials to the nominal level of the basin floor in accordance with the As-Built drawing: D8009-009. The removal of Biomass includes any organic material present on the floor of the basin. "Debris" to be removed includes any trash that is deemed unacceptable as fill material by the contractor. The contractor must conduct all work contracted with the Agency simultaneously, unless otherwise agreed to in writing with the Agency's Project Manager. If the contractor can achieve more effective results using a method that requires changing equipment or attachments, the contractor shall notify the Project Manager and obtain approval to employ that method.

If the basin (or individual cell) is currently or partially submerged, the contractor shall coordinated dewatering, and then verify the cut depth with IEUA project management prior to the start of cutting activities. The contractor shall perform an initial "pass" cut over the floor of each cell (basin) at the depth agreed upon per this specification with the IEUA Project Manager present to confirm (or deny) the need for additional passes; and affirm the depth of the non-native soil materials that will be removed.

As non-native soil material is bladed or skimmed from the floor, the contractor shall stockpile it in an area approved by the Project Manager. Non-native soil material that has been stockpiled and designated for removal shall not be relocated to any onsite area outside of the basin. All Non-native soil material, Biomass, and Debris shall be loaded and removed from the site in a timely manner. The Contractor shall become the owner of the previously stated material when the loaded material enter a public street. The contractor shall load, haul, and dispose of it at any legal off-site location(s) of their choosing. All the material listed above shall be removed from the site, and shall be accounted for via the use of trucking tickets. These tickets shall be submitted via email at the end of each day during which soil material, biomass, or debris were removed from the site. The tickets themselves shall note the date(s) and time(s) of each truck to leave the site; carrying soil material, biomass, or debris; and shall have the name of the basin cell from which the soil originated noted ***both*** on the hard copies and in the email submittal body/subject line. Failure to provide daily accounts of hauling activities completed may result in suspension of hauling activities until the specified documentation has been provided.

The contractor must complete the work by December 31, 2016. The contractor must conduct all work contracted with the Agency simultaneously, unless otherwise agreed-to in-writing with the Agency Project Manager. Failure to meet the requirements of this scope may result in the termination of this and/or other contracts the contractor has entered into with IEUA.

All work shall include mobilization and demobilization, permit and disposal fees, traffic control, de-watering, application of water for dust alleviation, and utilization of BMP's necessary to comply with various environmental and clean water act requirements.

All work shall be completed in accordance with this Specification and the contract therefore.

THE GENERAL PROCEDURE FOR CLEANING AND RESTORATION TO NATIVE SOILS SHALL INCLUDE:

Preliminary Dewatering of Cells. Water will be significantly drained via outlet gates and sluice gates operated by the Project Manager. Prior to earthwork within the DeClez Basin, any remaining standing water shall be pumped to the adjacent cell and maintained without water during contractor's work, as possible.

- A. Blading approximately 2-4 inches or more of accumulated non-native soil material and moving it to an on-site windrow, effectively removing it from the basin floor. The anticipated thickness of non-native soil layer will be irregular and thus blading depth must be adjusted as needed; to be sufficiently deep to remove the non-native soil layer, but to only "just encounter" native soil below the accumulated non-native soil material (or shallower as may be needed (directed by the Project Manager).
- B. Loading, Hauling, and Disposal of the non-native soil material, biomass, and debris shall include the transfer of ownership of the non-native soil material, biomass, and debris; when the loaded truck enters a public street.
- C. Ripping, Grading, and Smoothing the surface of the basin floor such that the finished grade of the basin is restored to the grading profile of As-Built Drawing: D8009-009. All slopes of the DeClez Basin cells will be modified to produce a uniform grade toward the basin's outlet (toward the southwest corner). During the smoothing phase, any rocks greater than 6 inches in diameter that are exposed during the ripping and grading phases shall be relocated within the basin.

Task A: Stockpiling accumulated non-native soil, biomass, and debris at various locations:

- 1) Blading, skimming; or cut depth will be determined, jointly with the Project Manager.
- 2) Non-native soil material shall be removed from the DeClez Basin inlet sump.
- 3) Bladed, non-native soil material, biomass and debris will be stockpiled.
- 4) Volume estimates of the respective stockpiles will be determined (calculated).
- 5) The estimated volume of the non-native soil material, to be removed is 10,500 cubic yards. Inspections, by Project Manager shall affirm that only non-native soil material is being cut and windrowed. Over excavation of native soil will not be allowed.

The volume estimation of silt material to be removed is approximately 10,500 cubic yards. This estimate does not guarantee a volume to be removed. The thickness of Non-Native Soil will be irregular and shall be field verified after each basin has been dewatered. The amount of material to be removed shall be sufficiently deep or shallow to just encounter Native Soil material. The Contractor shall become the owner of the Non-Native Soil material and shall load, haul, and dispose of it at a legal off-site location of his choosing.

Task B: Cut and windrowed silt materials shall be transported from the basin and disposed of by legal means. The Contractor shall become the owner of the silt material when the loaded truck enters a public street. The Contractor shall be responsible for loading, hauling, and disposal of each load at an off-site location of his choosing. In order to guard against the re-spreading of silt material, the designated loading area shall first have it's silt material windrowed for loading into trucks for disposal.

Task C: After the work outlined in the tasks above has been completed, the Contractor shall "rip" the floor areas of each basin to restore their infiltration characteristics. The floors shall be ripped to a depth of at least 48-inches; with rippers spaced at a maximum of 24 inches on center. Following the ripping of the basin floors, each floor shall be carefully graded such that the finish grade maintains a gradual slope to the southwest corner (reference the slide gates in each cell berm) of the basin (refer to As Built Drawing D8009-009, any deviation from the As Built drawing and specification will be reviewed and approved by the Project manager prior to implementation). Similarly, the bottom of the conveyance channels shall be smoothed and appropriately graded so as to flow water as designed. All of the side-slopes shall be track-walked with a D4, or equivalent, tracked bulldozer.

The contractor shall determine the final sequence of tasks involving ripping, track-walking the side-slopes, final grading, and surface smoothing of the basin floors and shall do so in a manner that minimizes compaction to the basin floor and side-slopes. If unnecessary compaction is identified, the Contractor shall perform either additional scarification of the slopes by hand or provide additional "rip" and smooth operations per this specification, depending on where the unnecessary compaction has occurred. All costs incurred by unnecessary compaction efforts shall be borne by the Contractor.

During or at the conclusion of smoothing activities, the contractor shall gather and relocate any 6-inch plus rocks from the basin floor. Once gathered, the rock material is to be either hauled off site or used as slope reinforcement, under the direction of the Project Manager. A final task of general pickup and trash removal shall be conducted prior to demobilization. All debris, trash, tires, weeds, or wood encountered on the basin floors and/or side-slopes shall be disposed of offsite.

Project Location: DeClez Basin (Cells #1, #2, and #3) is located on Philadelphia Avenue, East of Country Village Road in the City of Fontana.

Work During Nesting Season: The anticipated earthwork within this basin, due to presence of plant material (that could serve as wildlife habitat), shall be conducted after September 15.

Bidder's Examination of Sites: Each bidder shall examine carefully the sites for the proposed maintenance work. It will be assumed that the bidder has evaluated and is satisfied as to the conditions to be encountered, and as to the character, quality, areas, and quantity of materials to be furnished, placed, graded, filled, rip-rapped, shaped, excavated, compacted, and smoothed, and as to the requirements of the contract, this Scope of Work, that are a part hereof.

Insurance: The Contractor shall not commence work under this Specification and the contract until he has secured all insurance required hereunder, nor shall he allow any sub-contractors to commence work on his subcontract until all similar insurance required of the sub-contractors have been obtained. All insurance issued in compliance with this section shall be issued in the form and by an insurer or insurers, satisfactory to and first approved by the Agency in writing. Certificates of insurance in the amounts required shall be furnished by the Contractor to the Agency prior to the commencement of work. Further, not only will the Contractor's insurance "name" the Agency as an "additional insured," it will also "name" San Bernardino County and San Bernardino County Flood Control District as additional insured's.

Further, in compliance with Permit Number P-12005101 that the Agency has with the San Bernardino County Flood Control District, the Contractor shall furnish with his Proposal a copy of a "completed" "Certificate of Insurance" in the form which is attached to this Specification, and by its mention herein, is considered a part of the Specification.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Workmanship: All work performed under this Specification shall be subject to inspection by the Agency. The Contractor shall be held strictly to the true intent of this "Specification" in regard to the quality of workmanship and diligent execution of the contract. Areas where the work is determined to be unsatisfactory to the Agency will be re-graded and re-smoothed without additional compensation. The entire cost for re-working shall be borne by the Contractor.

Permits and Licenses: Unless otherwise specified, the Contractor, and any approved sub-contractors shall procure all permits and licenses prior to the start of work, including business licenses to do business in the municipalities and counties where the work is to be performed. The Contractor shall also pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work. ***The Agency has "Permit Number P-12005101" from the San Bernardino County Flood Control District (the owner of the Basins). The Contractor and his subcontractors must fully comply at all times with the terms and conditions of the said Permits.*** No additional permits are required from this entity.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Contractor Registration Requirements: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractors can go to: <http://www.dir.ca.gov/DAS/DASForm140.pdf> to obtain a DAS-140 form.

Contractors can go to: <http://www.dir.ca.gov/das/DASForm142.pdf> to obtain a DAS142 form.

Construction and Equipment Protection, Diversion, and Control of Water: It shall be the responsibility of the Contractor to protect the work areas against the intrusion of water, including urban runoff, groundwater, mud, and other deleterious matter. It is anticipated that urban runoff will be encountered at various times and locations during the work. Such waters may interfere with Contractor's operations and may cause damage thereto if not properly controlled by the Contractor and the Contractor acknowledges that his Proposals were prepared accordingly. The Contractor, by submitting a proposal, assumes all of said risk.

Further, in order to minimize the potential for damage to equipment, the Contractor is directed to refrain from either storing equipment or leaving it idle for extended periods on the floor of the Basin. The Agency assumes no liability whatsoever to Contractor for damage to his equipment for any reason, including but not limited to, damage due to storm water, urban run-off, and vandalism.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Traffic Control: The costs for the work to be performed and completed by the Contractor shall include the costs associated with furnishing Traffic Control, including but not limited to preparing and planning, securing permits, and furnishing labor, materials, tools, equipment, and incidentals related thereto, and for doing all work to provide, maintain, and remove a traffic control system as shown in the Manual of Traffic Controls for Construction and Maintenance Work Zones.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Dust Control: This work shall consist of applying water for the alleviation or prevention of dust nuisance. The Contractor shall make his own arrangements for water to be used on this maintenance project.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Contractor Operations: If the Contractor stops work for any period of time greater than two (2) working days for any reason other than inclement weather (Severe Rain Storms) or federal holiday, he must notify the Agency immediately and the areas of the Basin affected by the work stoppage will be cleaned, finished, graded smooth, and free from irregular grade changes unless approved by the Agency. The Contractor shall notify the Agency when he restarts the work.

Maintenance of Existing Works: The Contractor shall exercise due care to protect Existing Basin structures and other works from the effects of unwanted water and intentional and/or errant equipment operations. The Contractor shall be responsible for maintenance of all Basin improvements and Habitat during the life of this project. Such maintenance shall include, but not be limited to, dust control, repairs to existing structures, and maintenance of access roads and levees, and the replacement of fence and pipe sections that may be damaged by the Contractor. Before final acceptance of the work, all access roads utilized by Contractor during the prosecution of work under this maintenance project shall be cleaned, graded, and left in a good working condition.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Basin Dewatering: Much of the work to be performed is located within the bottom of an existing storm water detention Basin. The majority of standing water in the basin will be dewatered by Agency staff however the Contractor may encounter soggy soils and/or trapped groundwater. The Contractor is advised to make his own determination relative to the ability of the floor material to support equipment loading before entering the Basin. Basin dewatering may be by mechanical means, such as but not limited to pumping, or by structural means, such as but not limited to, earthen berms or other type of protective devices, or a combination of both. It will be the responsibility of the Contractor to determine the pump size, number of pumps and the duration of pumping necessary to remove and keep water from the work areas for a period long enough to provide for the proper performance of the work.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Typical Contract Provisions: Among its other requirements the Agency's Typical Contract for the performance of Construction type work of the nature and scope contained in this "Request for Proposal" contains provisions pertaining to "Insurance types (General Liability, Automobile, Worker's Compensation, & Employers Liability) and minimum amounts, deductibles, verification, and various other insurance provisions." Additionally, and notwithstanding its other unnamed provisions, the Typical Contract also contains provisions pertaining to "Legal Relations & Responsibilities (Ca Labor Code Sections 1810 to 1817, Liens, Indemnification, Conflict of Interest, Equal Opportunity, Dispute Resolution (Arbitration), Prevailing Wages, Worker's Legal Status, Fitness for Duty, Governing Law, and Liquidated Damages." All Contractors intending to submit proposals to perform the work described under this Specification shall fully inform themselves of the provisions of the Agency's Typical Contract for the performance of Maintenance type work before making their proposals so that there will be no delays in executing a contract for such work. All questions about insurance requirements should be directed to Warren Green, Manager of Contracts and Facilities Services, 909-993-1709.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Measurement for Payment: The quantity of silt material removed and disposed of by the Contractor shall be measured on the basis of "truck loads" (dual trailers at 14 cubic-yards combined capacity and/or 10 cubic-yard truck loads) as they leave the Basin site. The Contractor shall provide the personnel and equipment necessary to tabulate and confirm the number and types of truck loads.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work required to complete the work of this section shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Waiver/Release of Liability: Prior to beginning work on this Maintenance Project, the Contractor will be required to execute the Agency's "Waiver/Release of Liability" form that identifies the dangers and risks associated with the storage of materials and equipment at the Agency's facilities and which places the responsibility therefore solely upon the Contractor.

In the interest of saving time, it is requested, but not required, that the Contractor submit an executed "Waiver/Release of Liability" form along with his Proposal.

Full compensation for complying with this section, including all fees and charges shall be considered as included in the Contractor's Proposal, and no additional payment will be made therefore.

Award and Execution of Contract: The contract, if awarded, will be awarded to a responsible Contractor whose proposal complies with the requirements of this Specification. Within 5 calendar days of notice (either written or verbal) from the Agency Representative, the Contractor shall execute an Agreement with the Agency. It is intended that the work of this maintenance project will commence and be completed during late September to October 2016.

Agency's Rights Reserved: The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests. Further, the Agency reserves the right to reject any or all proposals, to waive any irregularity in a proposal and to make awards as the interests of the Agency may require.

Form for Contractor's Proposal: Offerors shall fully complete the "Contractor's Proposal Form" and return it within the specified window of time. All proposed fees will be stated as NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Inland Empire Utilities Agency for the contracted and fully executed work. The NET-PRICE shall include all proposed costs associated with all materials, labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidental and any/all other related costs necessary to supply the services required. The proposal shall be provided in the form that follows, with all exceptions and clarifications pertaining to the proposal clearly stated.

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San Bernardino County
Flood Control Operations Division – Permit Section

825 East Third Street, Room 108
San Bernardino, CA 92415-0835
(909) 387-7995 – FAX (909) 387-1858

CERTIFICATE OF INSURANCE

NOTE TO PERMITTEE: This form shall be completed by your insurance company. Mail completed form to San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

In accordance with permit requirements, the undersigned does hereby represent to the San Bernardino County Flood Control District and the County of San Bernardino the following policy or policies to _____ fully complies with the following Flood Control

(name of insured)

District insurance requirements.

◆ **PUBLIC LIABILITY AND PROPERTY DAMAGE** – The limits of liability in the Public Liability and Property Damage policy or policies shall not be less than \$1,000,000 combined single limit.

<u>Type of Insurance</u>	<u>Company & Policy No.</u>	<u>Exp. Date</u>	<u>Limits of Liability</u>
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◆ **ENDORSEMENT NAMING ADDITIONAL INSURED** – Both *San Bernardino County Flood Control District AND County of San Bernardino* are hereby named as additional insured for the purpose of **Permit No.** _____ Inclusion herein of any person or organization as an additional insured shall not affect any right which such person or organization would have as a claimant if not so included.

This insurance shall be primary insurance with respects to the San Bernardino County Flood Control District and County of San Bernardino.

◆ **30-DAY WRITTEN NOTICE OF CANCELLATION, 10-DAY FOR NON-PAYMENT** - Policy shall state that 30-days prior written notice of cancellation, change or expiration and 10-days for non-payment shall be given to the San Bernardino County Flood Control District, Flood Control Permit Section, 825 East Third Street, San Bernardino, CA 92415-0835.

Insurance Company: _____

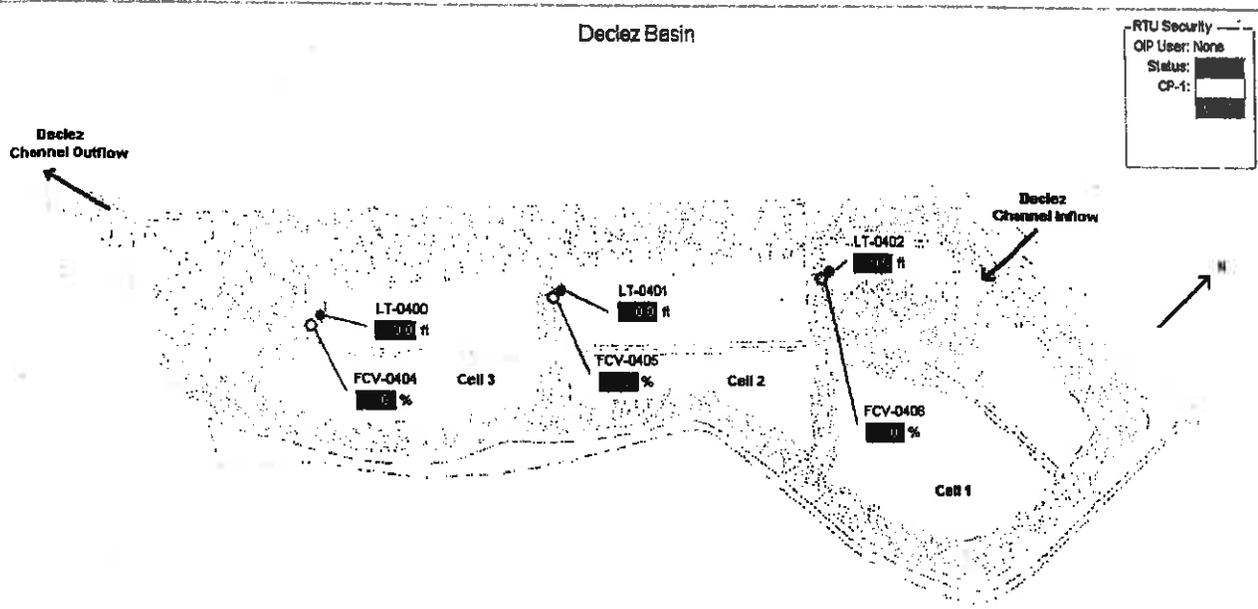
By: _____ Date _____
Insurance Company Authorized Agent (Signature)

Agent's Address: _____ Agent's Phone: _____

Permit No. _____

File _____

SITE MAP



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SECTION 5 – SAMPLE CONTRACT

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

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

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

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Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

CONTRACT NUMBER: 460000XXXX
FOR
PROJECT DESCRIPTION/TITLE

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, xxxx, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and (NAME), Inc. of (CITY), California (hereinafter referred to as "Contractor") for contractor's services related to

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: _____
Inland Empire Utilities Agency
Address: 6075 Kimball Avenue, Bldg. ()
Chino, California 91708
Telephone: (909) 993-_____
Facsimile: (909) 993-198_____
Email: _____

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

Contractor:
Address:
Telephone:
Facsimile:
Email:

8. FITNESS FOR DUTY:

A. Fitness: Contractor and its SubContractor personnel on the Jobsite:

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

B. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.

C. Compliance: Contractor 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. Contractor shall impose these requirements on its SubContractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

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

A. Minimum Scope of Insurance:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 0001-87 covering Comprehensive General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 87, covering Automobile Liability, including "any auto."

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
- 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, 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 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, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. **Workers' Compensation and Employers Liability Coverage:** The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.
 3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 4. **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:** Contractor shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all sub-Contractors, working on the project, prior to commencing work or allowing any sub-Contractor to commence work under any sub-contract. 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, California 91709

10. 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: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Contractor 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 Contractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of Contractor's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Grant/Loan Funded Projects: This is a not a grant funded project. For grant/loan-funded projects, the Contractor 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, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. 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: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Contractor represents 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, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for Contractor's position. Any dispute that cannot be resolved between the Project Manager and the Contractor 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 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.
- 11. INDEMNIFICATION: Contractor shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are actually caused by the negligence, recklessness or willful misconduct of the Contractor, 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 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.

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 Contractor. If Agency reuses the materials and documents without Contractor'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 Contractor 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 Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
- B. Material: Title to all Material, 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. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Contractor shall dispose of items to which Agency has title as directed in writing by the 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 Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

4. Notwithstanding anything to the contrary herein, Contractor'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 Contractor. If the Agency reuses the Work or Documentation without Contractor'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 Contractor 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 Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

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

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Contractor'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.

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

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

Contractor: Name
Title
Company
Address

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 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.
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 Contractor of any requests for disclosure of any documents pertaining to Contractor.
- In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractors' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **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.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the 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.
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 a 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 with 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 Contractor.

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

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

Company Name:

P. Joseph Grindstaff (Date)
General Manager

Signatory Name (Date)
Signatory Title

Addendum #1 to RFP-HD-16-012
RESTORATION OF THE PHYSICAL
STRUCTURES WITHIN THE DECLEZ BASIN
CELLS #1, #2, AND #3

1. A telephone inquiry was received regarding the address for DeClez Basin. The RFP shows 13978 Philadelphia Avenue, Riverside, CA. That address does not work with Google Earth. To view the DeClez Basin in Google Earth, please use 9900-9998 Philadelphia Avenue, Riverside, CA 92509.
2. A question was asked regarding the reliance on As-Built Drawing D8009-009 in Task C page 4-3. The reliance on the As-Built Drawing will not be required. Functional slope for adequate drainage will be implemented in each cell.
3. A question was asked regarding the documentation of the truck-loads of non-native soil material removed from the work-site. In addition to the truck tickets discussed on Page 4-1 and in the Measurement for Payment paragraph on Page 4-6, all trucks must be photographed showing load and License plate number previous to leaving the basin with a load. These photos shall be included with the trucking tickets and provided to the Project Manager on portable media, or other means at the approval of the Project Manager (USB flashdrive, cd, E-mail).

September 7, 2016

Attachment B

Jeremy Harris
Construction, Inc

(O) 951-215-0771 (F) 951-789-0089

19466 Lurin Ave • Riverside, CA 92508

CA Lic. #924979

**Proposal for Restoration of the Physical Structures
within the DeClez Basin, Cell #1, #2 & #3.**

RFP-HD-16-012

Attn: Harlan Delzer

 Date: 9-20-16
Jeremy Harris
Jeremy Harris Construction, Inc.
President

SECTION 3 - FORMS

SUMMARY FEE SCHEDULE "A"

Each Offeror shall attach their fully completed fee schedule, identifying and including all skill level classifications, as well as any associated administrative (office) fees, if any. All proposed prices shall be stated in terms of a net price to the Agency.

A. FEE INCLUSION STATEMENT: Offerors shall fully complete this Summary Fee Schedule and return it with their proposal. All proposed fees will be stated as a NET-PRICE, whereas the NET-PRICE shall represent the total and final cost to the Agency for providing professional services listed. The NET-PRICE shall include all proposed costs associated with all labor, equipment, transportation, overhead, profit, insurance, taxes, fees, incidentals, and any/all other related costs necessary to complete the services required.

B. PROPOSED FEE FOR CONTRACTOR'S SERVICES:

Offeror shall complete this Proposal Price Schedule and return it with their submittal. All proposed prices shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to meet the work requirements. At any time, IEUA may require that these cost components be further broken out, itemized, and disclosed.

Task A: Cutting and Windrowing of (10,500 cubic yards) non-native soil material, biomass, and debris.

Proposed cost in Lump-Sum amount: \$27,090

Secondary Bid Item: In the event that the volume of silt materials to be cut and windrowed from within the Basin is more or less than the estimated 10,500 cubic yards, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the cutting and windrowing of silt material: \$2.58 / cubic yard

Task B: Loading, Hauling, and Disposing of (10,500 cubic yards) non-native soil materials

Proposed cost in Lump-Sum amount: \$123,375

Secondary Bid Item: In the event that the volume of silt materials to be loaded, hauled, and disposed of from within the Basin is more or less than the estimated amount, the contract cost will need to be amended accordingly. The price, per cubic yard, quoted, below, will be used to adjust the contract cost up or down as needed:

Credit/Debit for the loading, hauling, and disposing of silt material: \$11.75 / cubic yard

Task C: Rippling, Track-walking, Grading, and Smoothing of the Basin (cells) Floor(s)

Proposed cost in Lump-Sum amount: \$35,343

Total Proposed Cost in Lump-Sum amount: \$185,808

JW

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

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

1. i.e., if Net 20, then 1 % discount
2. i.e., if Net 15, then 1 % discount
3. i.e., if Net , then 1 % discount

Warrants: On behalf of the afore identified "Contractor" company, the undersigned warrants that the Company has the equipment and manpower necessary to successfully complete the described work within the time frame specified within the "Request for Proposal" and that the Company will be ready and able to begin working under such contract within 5 days of receiving notice, either written or verbal. The Agency reserves the right to accept the Proposal that it determines to be in the best interests of the Agency and to reject any or all Proposals should it determine that to proceed is not in its best interests.

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

Jeremy Harris
Signature

Jeremy Harris Construction, Inc.
Printed Company Name

Jeremy Harris
Printed Name

September 21, 2016
Date

President
Title

J.H.

OFFEROR IDENTIFICATION

1. Legal Name of Offeror: Jeremy Harris Construction, Inc.
2. Street Address: 19466 Lurin Avenue; Riverside, CA 92508
3. Mailing Address: 19466 Lurin Avenue; Riverside, CA 92508
4. Business Telephone: 951-215-0771
5. Facsimile Telephone: 951-789-0089
6. Offeror's e-mail address: info@jhcinc.net
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, Indicate State where incorporated: California
8. Business License number issued by the City where the Offeror's principal place of business is located.
Number: 0146677 Issuing City: Riverside
9. Federal Tax Identification Number: 46-1687008
10. California Contractor's (License) Number: 924979
11. California DIR (Registration) Number: 1000001177
12. Offeror's (Project Manager) Contact: Jeremy Harris
13. Offeror's PM Contact Telephone Number: 909-234-8264
14. Offeror's PM E-mail contact information: Info@jhcinc.net

(This space intentionally left blank.)

J.H.

REFERENCES

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

COMPANY CONTACT PERSON CITY PHONE NUMBER

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

City of Riverside Leo Ferrando Riverside, CA 951-826-5694

Chino Basin Water Conservation District David Lounsbury Sacramento, CA 916-441-6850

City of Yucaipa Chuck Collett Yucaipa, CA 909-797-2489 x256

SUBCONTRACTOR(S)

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

COMPANY CONTACT PERSON CITY PHONE NUMBER

None

DIR Registration Number (if applicable):

Business License Number: City:

Insurer:

Brief description of their services:

REQUEST FOR PROPOSAL: RFP-HD-16-012

Section 3-4

J.W.

WORKERS' COMPENSATION CERTIFICATE

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

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


Signature

Jeremy Harris Construction, Inc.
Company Name

Jeremy Harris
Printed Name

924979
Business License Number

President
Title

September 21, 2016
Date

(This space intentionally left blank.)

NON-COLLUSION AFFIDAVIT

State of California)
) ss.

County of Riverside)

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

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

Jeremy Harris
Signature

Jeremy Harris Construction, Inc.
Company Name

Jeremy Harris
Printed Name

924979
Business License Number

President
Title

9/20/16
Date

(This space intentionally left blank.)

"SEE ATTACHED DOCUMENT"

J.H.

California Jurat Certificate

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

State of California

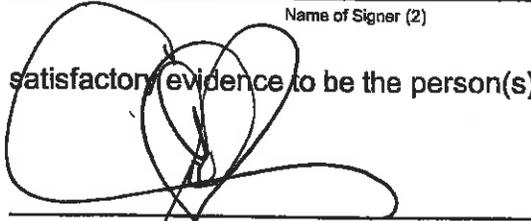
County of Riverside } s.s.

Subscribed and sworn to (or affirmed) before me on this 20th day of Sept Month

20 16, by Jeremy Harris and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.



Signature of Notary Public

Cynthia Davis, Notary Public

For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Non Collusion Aff.

containing 1 pages, and dated 9/20/16

Additional Information
Method of Affiant Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____ Notary contact: _____
Other <input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____

J.W.

WAIVER/RELEASE OF LIABILITY

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

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

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

By:

Jeremy Harris
Representative's signature

Jeremy Harris
Print Name

9/20/16
Date

President
Title

Approved:

(Agency GWR Department Coordinator's signature)

(This space intentionally left blank.)

J.H.

EXCEPTION FORM

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

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

Page Number: _____ Section Title: None

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Q.W

Bond Number CSBA-3113

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Jeremy Harris Construction, Inc., BS
Principal

and American Contractors Indemnity Company, as
Surety

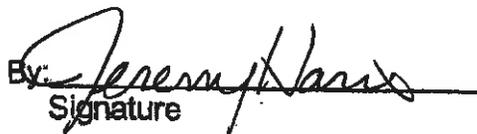
are held and firmly bound unto the Inland Empire Utilities Agency, hereinafter designated as the "Agency", in the sum of Ten Percent of the Amount Bid dollars, (not less than ten (10) percent of the total amount of the bid) for the payment of which sum will and truly to be made, we bind ourselves, our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

WHEREAS, said Principal has submitted a bid to said Agency to perform all work required under the bidding schedule(s) titled: Proposal Number RFP-HD-16-012
Professional Contracting Services Related to the Restoration of the Physical Structures
Within the DeClez Basin Cells #1, #2, and #3

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

SIGNED AND SEALED, this 15th day of September, ~~19~~ 2016

Jeremy Harris Construction, Inc.
Principal (print name)

By: 
Signature

(Corporate Seal)

Bond Number CSBA-3113

J.H.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }

COUNTY OF Riverside }

On 9/20/16 before me, _____ Cynthia Tovar _____ Notary Public,

Date

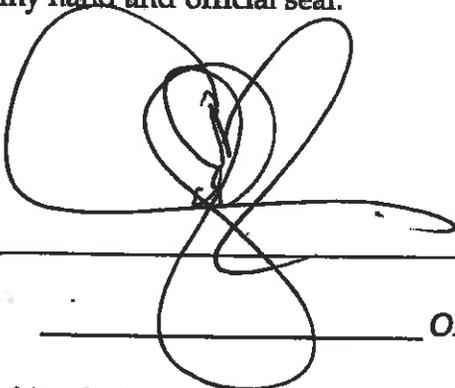
(here insert name and title of the officer)

personally appeared Jeremy Harns _____

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

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

WITNESS my hand and official seal.





Signature: _____ (Seal)

_____ OPTIONAL _____

Description of Attached Document

Title or Type of Document: Bid Bond Number of Pages: 2

Document Date: 9/15/16 Other: None

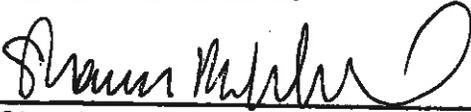
QW

SECOND PAGE OF BID BOND

Bidding Schedule(s) titled: Proposal Number RFP-HD-16-012
Professional Contracting Services Related to the Restoration of the Physical Structures
Within the DeClez Basin Cells #1, #2, and #3

Commercial Surety Bond Agency
Shaunna Burchfiel

Surety agent (print name)

By 
Signature Shaunna Burchfiel, Attorney-in-Fact

(Surety Seal)

Surety address

American Contractors Indemnity Company

625 The City Drive So., Ste. 130

Orange, CA 92868

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

Q.W.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

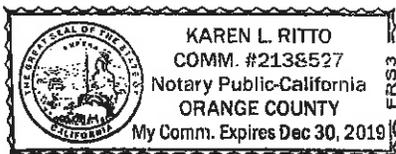
STATE OF CALIFORNIA

County of Orange

On September 15th, 2016 before me, Karen L. Ritto, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Shaunna Burchfiel
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Karen L. Ritto

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 09/15/2016 Number of Pages: Two

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shaunna Burchfiel

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



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:

g.k

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that American Contractors Indemnity Company, a California corporation, was holding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation collectively, the "Companies"), do by these presents make constitute and appoint:

Daniel Huckabay, Andrew Waterbury, Arturo Ayala, Dwight Reilly,
Shaunna Burchfiel or Michael Castaneda of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority to execute, acknowledge and deliver in and on behalf of and on behalf of the Company, its subsidiaries, branches, agents, representatives, employees, independent contractors, licensees, franchisees, agents, brokers, and other persons, all instruments or contracts, including but not limited to riders, amendments, and consents of surety, provided that the penalty does not exceed *****Twenty Million***** Dollars (\$**20,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more of the persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company, its subsidiaries, branches, agents, representatives, employees, independent contractors, licensees, franchisees, agents, brokers, and other persons, in and on behalf of and on behalf of the Company, to execute, acknowledge and deliver in and on behalf of the Company, its subsidiaries, branches, agents, representatives, employees, independent contractors, licensees, franchisees, agents, brokers, and other persons, all instruments or contracts, including but not limited to riders, amendments, and consents of surety, provided that the penalty does not exceed *****Twenty Million***** Dollars (\$**20,000,000.00**), and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating to the execution of any power of attorney or certificate bearing the same signature or initials shall be binding upon the Company with respect to any instrument to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

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



By:


Daniel P. Aguilar, Vice President

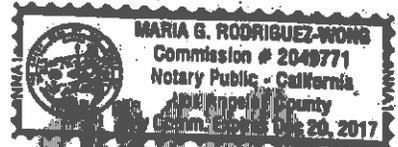
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Signature  (Seal)



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

In witness whereof, I have hereunto set my hand and affixed the seals of said Companies in Los Angeles, California, this 5th day of December, 2014.

Corporate Seals

Bond No. CSBA-3133
Agency No. 172




Kio Lo, Assistant Secretary

Addendum #1 to RFP-HD-16-012
RESTORATION OF THE PHYSICAL
STRUCTURES WITHIN THE DECLEZ BASIN
CELLS #1, #2, AND #3

1. A telephone inquiry was received regarding the address for DeClez Basin. The RFP shows 13978 Philadelphia Avenue, Riverside, CA. That address does not work with Google Earth. To view the DeClez Basin in Google Earth, please use 9900-9998 Philadelphia Avenue, Riverside, CA 92509.
2. A question was asked regarding the reliance on As-Built Drawing D8009-009 in Task C page 4-3. The reliance on the As-Built Drawing will not be required. Functional slope for adequate drainage will be implemented in each cell.
3. A question was asked regarding the documentation of the truck-loads of non-native soil material removed from the work-site. In addition to the truck tickets discussed on Page 4-1 and in the Measurement for Payment paragraph on Page 4-6, all trucks must be photographed showing load and License plate number previous to leaving the basin with a load. These photos shall be included with the trucking tickets and provided to the Project Manager on portable media, or other means at the approval of the Project Manager (USB flashdrive, cd, E-mail).

Q.W

**CONSENT
CALENDAR
ITEM**

20



Date: November 16, 2016
To: The Honorable Board of Directors
Through: Engineering, Operations, and Biosolids Management Committee (11/9/16)
From: *for* P. Joseph Grindstaff *OW*
General Manager
Submitted by: *for* Chris Berch *OW*
Executive Manager of Engineering/Assistant General Manager
Shaun J. Stone *STS*
Manager of Engineering
Subject: RP-4 Project Management and Design Services Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a consultant contract to Carollo Engineers for the Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation Project No. EN17043 and RP-4 Process Rehabilitation Project No. EN17110 for a not-to-exceed total amount of \$1,288,858; and
2. Authorize the General Manager to execute the consultant contract.

BACKGROUND

The Regional Water Recycling Plant No.4 (RP-4) began operation in July of 1997, with an average daily liquid treatment capacity of 7 million gallons per day (MGD). In 2009, the average daily liquid treatment capacity expanded to 14 MGD. Since the 14 MGD liquids expansion, some areas require rehabilitation due to the general deterioration of process components. Inland Empire Utilities Agency's (IEUA) Asset Management Plan and the Condition Assessment Report prepared by HDR Engineering Inc., recommended the RP-4 Process Rehabilitation Project and the RP-4 Primary Clarifier Rehabilitation Project to mitigate the issues in the primary system infrastructure, as well as, other areas at RP4 requiring immediate attention due to significant deterioration. These two projects were budgeted to begin in FY 2016/17.

RP-4 Project Management and Design Services Contract Award

November 16, 2016

Page 2 of 3

Due to the schedule and critical nature of these planned projects, the Engineering and Construction Management Department is proposing an alternative project delivery approach of Project Management staff augmentation to use the services of a consulting firm to manage the project from design through construction. The department utilizes consulting firms for projects that exceed the resources of the current department staffing levels. The consulting firm will be responsible for planning and executing the project, project design, and support relating to the overall project completion of the project similar to in-house project managers. The goal of this approach is to create a seamless integration of the consulting project manager with IEUA staff. This direct access to staff should create a more efficient link between the project designers and the IEUA stakeholders. Direct supervision of the consultant will be by the Deputy Managers of Engineering.

On September 12, 2016, IEUA staff advertised on *Planet Bids* the Request for Proposals for a consultant to provide project management and design services. On September 19, 2016, IEUA hosted a proposal meeting to discuss the project with six consulting firms attending. On October 6, 2016, IEUA received two proposals from Carollo Engineers and GHD Inc. A selection committee of IEUA staff from Engineering and Construction Management reviewed the proposals. In addition to the proposal review, IEUA staff conducted interviews of the two firm's project managers to assess their ability to work within IEUA's culture. Based on the interview, project team qualifications and experience, understanding of the project scope, and ability to meet the project schedule, the committee unanimously concurred that Carollo Engineers was the most qualified firm to do the work.

The following table is the estimated project cost:

Description	Estimated Project Cost		
	RP-4 Primary Clarifier Rehab (EN17043)	RP-4 Process Rehab (EN17110)	Total
Design (~8%)	\$130,000	\$390,000	\$520,000
Project Management Services (~4%)	\$70,000	\$190,000	\$260,000
Engineering Services During Construction (~4%)	\$60,000	\$210,000	\$270,000
Construction Services (~4%)	\$100,000	\$190,000	\$290,000
Construction (~73%)	\$1,350,000	\$3,700,000	\$5,050,000
Contingency (~10%)	\$135,000	\$370,000	\$505,000
Total Project Cost	\$1,845,000	\$5,050,000	\$6,895,000
Current Total Project Budget	\$1,900,000	\$5,200,000	\$7,100,000

The following table is the project schedule:

Project Milestone- RP-4 Primary Clarifier Rehab (EN17043)	Date
Design Completion	October 2017
Construction Contract Award	January 2018
Construction Completion	January 2019

Project Milestone-RP-4 Process Rehab (EN17110)	Date
Design Completion	December 2017
Construction Contract Award	March 2018
Construction Completion	March 2020

The RP-4 Project Management and Design Services contract award is consistent with *IEUA's Business Goal of Wastewater Management* that ensures reliability of IEUA assets by annually implementing the asset management monitoring and assessment program (Asset Management Plan).

PRIOR BOARD ACTION

None

IMPACT ON BUDGET

If approved, the RP-4 Project Management and Design Services Contract for the not-to-exceed amount of \$1,288,858 will be supported by Project No. EN17043 total project budget of \$1,900,000 and Project No. EN17110 total project budget of \$5,200,000, respectively, from the Regional Wastewater O&M (10800) Fund.

PJG:CB:SS:dm

RP-4 Project Management and Design Services Contract Award November 2016



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

Shaun Stone, P.E.
Manager of Engineering

Project Location



Treatment Process	Effected Process Area
1. Primary	(a) Primary Influent Structure, (b) Primary Clarifiers
2. Preliminary	(a) Grit Removal System: Grit Chamber No.1
3. Secondary	(a) Aeration Blowers, (b) Return Activated Sludge Station, (c) Mixed Liquor Suspended Solids Wasting Station, (d) Secondary Clarifiers
4. Tertiary	(a) Trident Filters, (b) Aqua Disk Filters, (c) Chlorine Contact Basin 1A
5. Auxiliary System	(a) Recovery Pump Station, (b) Recycled Water System

Project Background

RP-4 general deterioration of process components

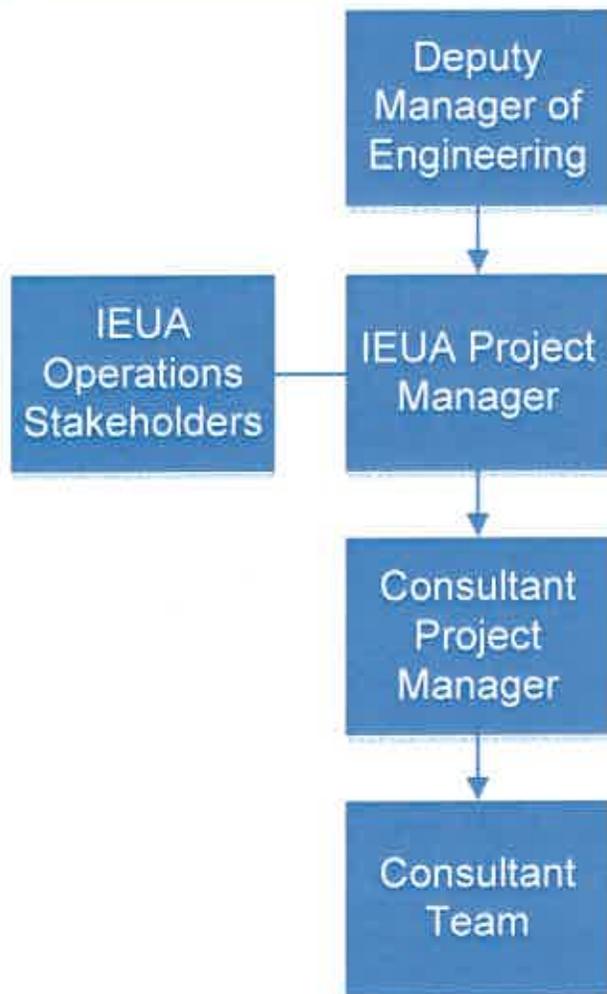
- Primary splitter and primary clarifiers - significant deterioration
- Preliminary treatment, grit chamber, and influent pumps
- Condition Assessment/Asset Management Plan
 - RP-4 Process Rehabilitation Project
 - RP-4 Primary Clarifier Rehabilitation Project



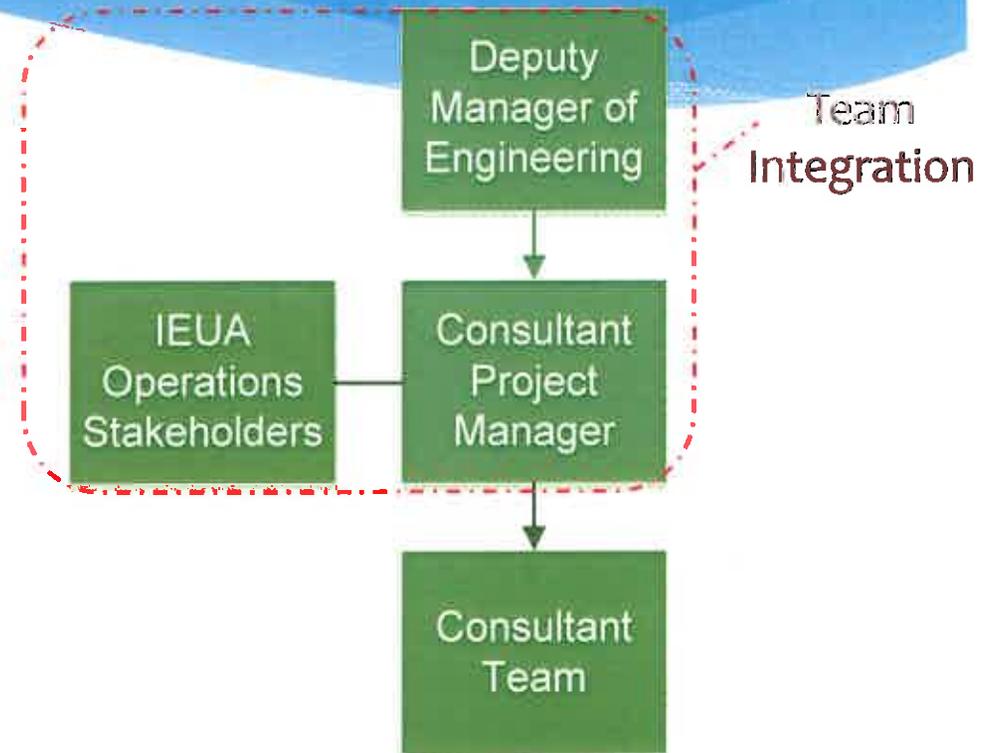
RP-4 Primary Influent Diversion Structure Deterioration

Project Management Approach

Current Method



Alternate Approach



Added Project Manager Capacity on a Project by Project Need

Consultant Selection

- Two proposals received on October 6, 2016
 - Carollo Engineers
 - GHD Inc.
- Evaluation and selection committee
 - Engineering and Construction Management
- Justification for unanimously selecting Carollo Engineers
 - Project Manager qualifications and interview performance
 - Project team qualifications
 - Understanding of the project
 - Ability to meet the project schedule

Project Budget and Schedule

Description	Estimated Project Cost		
	RP-4 Primary Clarifier EN17043	RP-4 Process Rehab EN17110	Total
Design (~8%)	\$130,000	\$390,000	\$520,000
Project Management Services (~4%)	\$70,000	\$190,000	\$260,000
Engineering Services During Construction (~4%)	\$60,000	\$210,000	\$270,000
Construction Services (~4%)	\$100,000	\$190,000	\$290,000
Construction	\$1,350,000	\$3,700,000	\$5,050,000
Contingency (~10%)	\$135,000	\$370,000	\$505,000
Total Project Cost	\$1,845,000	\$5,050,000	\$6,895,000
Total Project Budget	\$1,900,000	\$5,200,000	\$7,100,000

Project Milestone	Date
Design Completion	October 2017
Construction Contract Award	January 2018
Construction Completion	January 2019



IEUA Goal/Recommendation

Staff recommends that the Board of Directors award the Project Management and Design Services Contract to Carollo Engineers for the not-to-exceed amount of \$1,288,858 for the RP-4 Primary Clarifier Rehabilitation Project No. EN17043 and RP-4 Process Rehabilitation Project No. EN17110, and authorize the General Manager to execute the contract.

The RP-4 Project Management and Design Services Task Order Award is consistent with **IEUA's Business Goal of Wastewater Management** that systems will be master planned, managed and constructed to ensure that when expansion planning is triggered, designs/construction can be completed to meet regulatory/growth needs in an expeditious, environmentally responsible and cost effective manner and ensures reliability of IEUA assets by annually implementing the asset management monitoring and assessment program (Asset Management Plan).



CONTRACT NUMBER: 4600002243

FOR

PROJECT MANAGEMENT AND DESIGN SERVICES

FOR THE RP-4 PRIMARY CLARIFIER REHABILITATION PROJECT NO. EN17043

AND RP-4 PROCESS REHABILITATION PROJECT NO. EN17110

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2016, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and Carollo Engineers, Inc. with offices located in Riverside, California (hereinafter referred to as "Consultant") for Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Rehabilitation, Project No. EN17110.

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: David Mendez, Deputy Manager of Capital Improvement Program
Address: 6075 Kimball Avenue, Building "B"
Chino, California 91708-9174
Telephone: (909) 993-1622
Email: dmendez@ieua.org
Facsimile: (909) 993-1982

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

Consultant: Roland Pilemalm P.E.
Address: 7888 Mission Grove Parkway South, Suite 100
Riverside, CA 92508
Telephone: (213) 279-3313
Facsimile: (951) 776-4207
Email: rpilemalm@Carollo.com

2. **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 4600002243.
- B. Contract Number 4600002243, General Terms and Conditions.

- C. Agency's Request for Proposals RFP-RW-16-021 and all germane correspondence, incorporated herein by this reference.
- D. Consultant's proposal dated October 06, 2016, which is attached hereto, incorporated herein and made a part hereof as **Exhibit A**.

- 3. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall include and be in accordance with all tasks identified in Project Manager's Request for Proposals RFP-RW-16-021, as posted September 12, 2016 to the PlanetBids System, which is incorporated herein and made a part hereof by this reference.
- 4. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2020 unless agreed to by both parties, reduced to writing, and amended to this Contract.
- 5. **COMPENSATION:** The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment shall be based on rates submitted as Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Exhibit A**. Payment shall be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. Consultant shall utilize Consulting Services Invoice Template referenced herein as **Exhibit B**, attached hereto and made a part hereof, for the submittal of each invoice. Template in Excel format shall be furnished.

As compensation for work performed under this Contract, Agency shall pay Consultant a **NOT-TO EXCEED maximum of \$1,288,858.00**.

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

Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.

Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage for any and all public works services performed in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

- 6. **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.
- 7. **GRANT FUNDED PROJECTS:** This is not a grant-funded project.
- 8. **FITNESS FOR DUTY:**
 - Fitness:** Consultant and its Subcontractor personnel on the Jobsite:
 - 1. Shall report for work in a manner fit to do their job;
 - 2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed

by a physician so long as the performance or safety of the Work is not affected thereby);
and

3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

- A. **Compliance:** Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
- B. **SB854 Requirements: Effective January 1, 2015:** The call for bids and contract documents must include the following information:
1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 3. Portions of these projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated.
- C. **Observing Laws and Ordinances:** The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

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

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

D. **Confined Space Work:**

1. Precautions and Programs:

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

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

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

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

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

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

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

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

E. **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--<http://www.dir.ca.gov/Public-Works/PublicWorks.html>,
<http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> .

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:** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

a. The insurance shall include coverage for each of the following hazards:

Premises – Operations
Owners and Contractors Damage
Broad Form Property Damage
Contractual for Specific Contract
Severability of Interests or Cross-Liability
XCU [Explosion, Collapse and Underground] Hazards
Personal Injury – with the "Employee" Exclusion Deleted

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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. **Additional Insured Status:** The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. **Primary Coverage:** The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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 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 hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. **All Coverages**

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

- D. **Acceptability of Insurers:** All insurance is to be placed with insurers with a current A.M. 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 original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

Inland Empire Utilities Agency, a Municipal Water District
Attn: Ms. Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709

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:** The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers and employees 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. **Hours of Labor:** The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: This clause does not apply to the Contract.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

The total amount of all claims the Agency may have against the Consultant under this Contract or arising from the performance or non-performance of the Work under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the Agency's sole and exclusive remedy under this Contract any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

The Consultant's liability with respect to any claims arising out of this Contract shall be absolutely limited to direct damages arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

K. 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.

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.

2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency

shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.

- b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

- 11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8. Notwithstanding the foregoing, for any claim alleging Consultant's negligent performance of professional services, Consultant's obligations regarding the Agency's defense under this paragraph include only the reimbursement of the Agency's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, or loss of anticipated profits. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.
- 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 ("Work Product") prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract upon full payment of all monies owed to the Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

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

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

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and

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

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

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

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

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

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its reasonable 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.

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

Consultant: Dr. Graham Juby, P.E.
Principal-in-Charge, Vice President
Carollo Engineers, Inc.
7888 Mission Grove Parkway South, Suite 100
Riverside, CA 92508

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

17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant. In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant invoiced services up to the date of such termination.

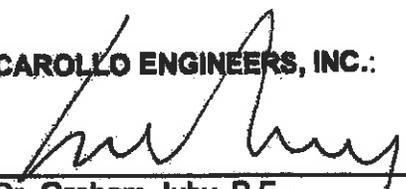
23. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.
25. **AGENCY-PROVIDED INFORMATION AND SERVICES:** The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.
26. **ESTIMATES AND PROJECTIONS:** Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's plant and/or associated processes are operated and/or maintained. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will be not liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data and/or cost projections and actual base unit quantities and/or associated energy cost savings realized by the Agency and/or any third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the standard of skill and care expected of a consultant under the same or similar circumstances.
27. **THIRD PARTIES:** The services to be performed by Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

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)

P. Joseph Grindstaff (Date)
General Manager

CAROLLO ENGINEERS, INC.:



Dr. Graham Juby, P.E. (Date)
Principal-in-Charge / Vice President

11/3/16

(Date)



Eric M. Mills, P.E.
Senior Vice President

Nov. 2, 2016

(Date)

Exhibit A

Inland Empire Utilities Agency
Project Management and Design Services for RP-4 Primary Clarifier Rehabilitation and Process Rehabilitation, Project Nos. EN17043 and EN17110
Work Breakdown Structure and Fee Estimate

Task Description	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
EN17043																				
Task 1 - Project Management (EN17043)																				
1.1 Project Management	8	98			90							40		8	244		\$52,168	\$2,855	\$400	\$55,411
1.1.1 Project Team Meetings and Workshops	4		8	8	8										28		\$5,724	\$328	\$100	\$6,152
Sub-total - Task 1	12	98	8	98	8	0	0	0	40	0	8	272	\$0	\$57,880	\$3,182	\$500	\$61,662			
Task 2 - Design Services (EN17043)																				
2.1: Verify Existing Conditions			8	8	8										24		\$4,664	\$281	\$100	\$5,045
2.2: Environmental Documentation Coordination			8	8	8										24		\$4,840	\$281	\$50	\$5,171
2.3.1: Draft TM	2	4	8	2	20	2	8								2	44	\$7,754	\$615	\$50	\$8,319
2.3.2: Final TM	1	2	2	1	8	1	2								1	18	\$3,210	\$211	\$50	\$3,471
2.4.1: 30% Design	6	5	9	9	21	5	20									73	\$12,889	\$855	\$50	\$13,793
2.4.1.1: Draft PDR	2	3	6	1	12	2	4								4	34	\$6,018	\$398	\$50	\$6,466
2.4.1.2: Final PDR	1	1	2	1	6	1	1								1	14	\$2,521	\$164	\$50	\$2,735
2.4.2: 50% Design	12	12	20	20	48	11	46									168	\$29,544	\$1,971	\$50	\$31,565
2.4.3: 85% Design	12	12	20	20	48	11	46									168	\$29,544	\$1,971	\$50	\$31,565
2.4.4: 100% Design	6	5	9	9	21	5	20									73	\$12,889	\$855	\$50	\$13,793
2.6: Bid Support Period			4	8		8	2	8								30	\$5,408	\$351	\$100	\$5,857
2.6: Engineering Services During Const.																0	\$0	\$0	\$0	\$0
2.6.1: Construction Meetings			12													12	\$3,024	\$140	\$160	\$3,314
2.6.2: Submittal Review			4	32		64										100	\$18,544	\$1,170	\$50	\$19,764
2.6.3: Respond to RFIs/RFCs			4	20		32										56	\$10,688	\$655	\$50	\$11,401
2.6.4: Change Order Technical Support			4	8		8										20	\$4,120	\$234	\$50	\$4,404
2.6.5: Prepare Document Clarifications			2	5		5	2	6								20	\$3,497	\$234	\$50	\$3,781
2.6.6: Record Drawings				2		8		32								42	\$5,540	\$491	\$50	\$6,081
2.7: Value Engineering	2	2	2													6	\$1,494	\$70	\$100	\$1,664
Sub-total - Task 2	44	84	158	78	325	41	189	0	0	0	8	927	\$0	\$166,193	\$10,846	\$1,160	\$178,189			
Task 3 - Construction Management & Inspection (EN17043)																				
3.0.1 Pre-Construction Meeting													4			4	\$840		\$0	\$840
3.0.2 Conduct Bi-Weekly Meetings													35			35	\$5,600		\$3,837	\$9,437
3.0.3: Material Testing													3			3	\$480	\$5,250	\$0	\$5,730
3.0.4 General Inspection													275			275	\$44,000		\$0	\$44,000
3.0.5 Electrical Inspection															100	100	\$14,500		\$0	\$14,500
3.0.6 Schedule Review														60		60	\$10,500		\$0	\$10,500
3.0.7 Review Progress Payment														10		10	\$1,800		\$0	\$1,800

3.0.8 Document Management (RFIs, Submittals, COs)									25			15	40		\$5,650		\$1,250	\$6,900
3.0.9 Change Order Review								10					10		\$1,600		\$0	\$1,600
3.1 Post Construction Assistance								13					13		\$2,000		\$0	\$2,000
Sub-total - Task 3	0	0	0	0	0	0	0	376	60	100	15	549.5	\$5,250	\$86,570	\$0	\$6,087	\$96,907	

EN17110																					
Task 4 - Project Management (EN17110)																					
4.1 Project Management	16	294			270								120		16	716		\$153,488	\$8,377	\$1,000	\$162,845
4.1.1 Project Team Meetings and Workshops	12		24	24	24											84		\$17,172	\$983	\$250	\$18,405
Sub-total - Task 4	28	294	24	294	24	0	0	0	120	0	16	800	\$0	\$170,640	\$9,360	\$1,250	\$181,250				

Task 5 - Design Services (EN17110)																					
5.1: Verify Existing Conditions			18	16	16											48		\$9,328	\$562	\$200	\$10,090
5.2: Environmental Documentation Coordination		8		8	8											24		\$4,840	\$281	\$50	\$5,171
5.3.1: Draft TMs	4	8	20	4	32	4	12								4	88		\$16,078	\$1,030	\$50	\$17,158
5.3.2: Final TMs	2	4	6	2	12	1	3								2	32		\$6,958	\$374	\$50	\$8,382
5.4.1: 30% Design	20	17	26	26	76	16	88									267		\$45,547	\$3,123	\$50	\$48,719
5.4.1.1: Draft PDR	4	6	12	2	24	2	4								4	58		\$10,788	\$679	\$50	\$11,515
5.4.1.2: Final PDR	2	3	4	1	12	1	2								1	26		\$4,823	\$304	\$50	\$5,177
5.4.2: 50% Design	40	39	60	60	178	37	201									616		\$104,509	\$7,208	\$50	\$111,767
5.4.3: 85% Design	40	39	60	60	178	37	201									616		\$104,509	\$7,208	\$50	\$111,767
5.4.4: 100% Design	20	17	26	26	76	16	86									267		\$45,547	\$3,123	\$50	\$48,719
5.5: Bid Support Period		4	12		12	4	10									42		\$7,534	\$491	\$250	\$8,275
5.6: Engineering Services During Const.																0		\$0	\$0	\$0	\$0
5.6.1: Construction Meetings		40														40		\$10,080	\$488	\$450	\$10,998
5.6.2: Submittal Review		24	180		332											516		\$95,836	\$8,037	\$50	\$101,723
5.6.3: Respond to RFIs/RFCs		16	92		132											240		\$48,180	\$2,808	\$50	\$49,038
5.6.4: Change Order Technical Support		8	16		16											40		\$8,240	\$468	\$50	\$8,758
5.6.5: Prepare Document Clarifications		4	10		10	4	12									40		\$6,984	\$468	\$50	\$7,512
5.6.6: Record Drawings		4		18			160									182		\$23,540	\$2,129	\$50	\$25,719
5.7: Value Engineering	6	6	6													18		\$4,482	\$211	\$200	\$4,893
Sub-total - Task 5	138	247	827	224	1114	123	777	0	0	0	11	3180	\$0	\$554,608	\$36,972	\$1,800	\$693,380				

Task 6 - Construction Management & Inspection (EN17110)																					
6.0.1 Pre-Construction Meeting								8					8					\$1,280		\$0	\$1,280
6.0.2 Conduct Bi-Weekly Meetings								40					40					\$6,400		\$11,512	\$17,912
6.0.3 Material Testing								6					6	\$10,500				\$960		\$0	\$11,460
6.0.4 General Inspection								465					465					\$74,400		\$0	\$74,400
6.0.5 Electrical Inspection											210		210					\$30,450		\$0	\$30,450
6.0.6 Schedule Review										80			80					\$14,000		\$0	\$14,000
6.0.7 Review Progress Payment								15					15					\$2,400		\$0	\$2,400
6.0.8 Document Management (RFIs, Submittals, COs)								30				25	55					\$7,550		\$3,750	\$11,300
6.0.9 Change Order Review								15					15					\$2,400		\$0	\$2,400
6.1 Post Construction Assistance								20					20					\$3,200		\$0	\$3,200
6.2 Training			16		32								48					\$8,768		\$0	\$8,768
Sub-total - Task 6	0	0	16	0	32	0	0	598	80	210	26	962	\$10,500	\$151,808	\$0	\$15,262	\$177,570				

Inland Empire Utilities Agency
Project Management and Design Services for RP-4 Primary Clarifier Rehabilitation
and Process Rehabilitation, Project Nos. EN17043 and EN17110

Carollo Engineers

Basis of Fee Estimate

Fee estimate and associated level-of-effort is based upon the Request for Proposal (RFP) and Addendums, RFP and proposal Scope of Work, and the following assumptions and considerations:

- Project schedule as presented in Section 4 of proposal.
- During project development phase project manager budgeted at two days per week and project engineer budgeted at one day per week for project management.
- During design phase project manager budgeted at one day per week and project engineer budgeted at one day per week for project management.
- During bid and award phase project engineer budgeted at one day per week and project manager budgeted at one day per month for project management.
- Submittal review meetings at TM, 30% design, 50% design and 85% design stages with design team (total of four submittal review meetings). Value engineering session will be completed within one day. Review meetings and value engineering for EN17043 and EN17110 to be combined.
- Design for EN17043 and EN17110 to be developed in parallel manner.
- PDR included under 30% design.
- Design assumes use of most current site survey and geotechnical engineering report prepared by others. No additional/new survey or geotechnical design work included in budget estimate.
- Environmental documentation for CEQA process, if required, prepared by others. Carollo team will coordinate environmental consultant and provide necessary technical information for project environmental documentation.
- Design consists of the following facilities for EN17110, as noted on RFP pages 5 and 9:
 - Repair the Grit Chamber No.1 influent and effluent gates.
 - Rehab primary influent diversion structure gates.
 - Replace the aeration basin Kawasaki blower.
 - Investigate and determine if a pipeline could be constructed directly to the Etiwanda Avenue sewer for RAS wasting and secondary clarifier scum, and rehab the RAS wasting station flow meter and piping.
 - Rehab the mixed liquor wasting station flow meter and piping.
 - Replace worn backwash gates, filtered water actuators and gates, and filter-to-waste valves on the Trident Filters.
 - Replace secondary clarifier drain valves, construct automated weir washers, and construct scaffolding around the clarifiers.

- **Lagoon Recovery Pump Station – Replacement & Retrofit.**
- **Feasibility investigation of constructing pipeline to Etiwanda Avenue Sewer will be conducted, preliminary and detailed design for this pipeline not included at this time.**
- **Total of three technical memorandum to be prepared. Preliminary design reports (PDRs) for EN17043 and EN17110 to combined into single document.**
- **Development of construction drawings identified in attached drawing indexes.**
- **Construction for EN17043 and EN17110 to concurrently occur during continuous 12 month period.**
- **During construction phase construction manager/general inspector will be onsite half time. Project manager to attend construction meeting onsite once per month.**
- **Review of 38 submittals and 34 re-submittals for EN17110.**
- **Review of 9 submittals and 7 re-submittals for EN17043.**
- **Respond to 60 Contractor RFIs/RFCs for EN17110.**
- **Respond to 14 Contractor RFIs/RFCs for EN17043.**
- **Inspectors are paid prevailing wage rate.**
- **Contractor labor compliance not included.**

EN17043 DRAWING INDEX				
SH. NO.	DWG NO.		DWG TITLE 1	DWG TITLE 2
1	G	-	1	GENERAL COVER SHEET
2	G	-	2	GENERAL DRAWING INDEX, LEGEND, SITE LOCATION
3	S	-	1	STRUCTURAL NOTES, LEGEND, SPECIAL INSPECTION
4	S	-	2	STRUCTURAL TYPICAL DETAILS
5	S	-	3	STRUCTURAL TYPICAL DETAILS
6	S	-	4	STRUCTURAL PRIMARY CLARIFIER NO. 1 PLAN
7	S	-	5	STRUCTURAL PRIMARY CLARIFIER NO. 2 PLAN
8	S	-	6	STRUCTURAL DETAILS AND SECTIONS
9	S	-	7	STRUCTURAL DETAILS AND SECTIONS
10	S	-	8	STRUCTURAL DETAILS AND SECTIONS
11	M	-	1	MECHANICAL NOTES, LEGEND, ABBREVIATIONS
12	M	-	2	MECHANICAL TYPICAL DETAILS 1
13	M	-	3	MECHANICAL PRIMARY CLARIFIER PLAN
14	M	-	4	MECHANICAL SECTIONS AND DETAILS

PM	PE	STAFF ENG	SNR CAD	CAD TECH	TOTAL HRS
1	1		1	2	5
1	2	4	1	4	12
1	2	2	1	2	8
1	2	4	1	8	16
1	2	2	1	4	10
2	6	12	4	16	40
2	6	12	4	16	40
2	6	12	4	16	40
2	6	12	4	16	40
2	6	12	4	16	40
2	6	12	4	16	40
1	2	2	1	2	8
1	2	2	1	4	10
2	6	10	2	12	32
2	6	10	2	12	32
TOTAL DRAWING HOURS	21	55	96	31	333

SPECIFICATIONS					
FRONT END SPECS	6	12			18
STRUCTURAL SPECS	2	28	18		48
MECHANICAL SPECS	2	8	8		18
TOTAL SPECIFICATION HOURS	10	48	26	0	84

CALCULATIONS					
STRUCTURAL CALCS	2	8	12		22
MECHANICAL CALCS	1	3	4		8
TOTAL CALCULATION HOURS	3	11	16	0	30

TOTAL HOURS FOR DRAWINGS, SPECS AND CALCS 34 114 138 31 130 447

(Total Hours for Drawings, Specs and Calcs Included in Workforce Breakdown under Tasks 2.4.1, 2.4.2, 2.4.3 and 2.4.4)

EN17110 DRAWING INDEX

SH. NO.	DWG NO.	DWG TITLE 1	DWG TITLE 2
1	G - 1	GENERAL	COVER SHEET
2	G - 2	GENERAL	DRAWING INDEX, ABBREV, LEGEND, SYMB
3	C - 1	CIVIL	NOTES, LEGEND, ABBREVIATIONS
4	C - 2	CIVIL	SITE PLAN
5	S - 1	STRUCTURAL	NOTES, LEGEND, SPECIAL INSPECTION
6	S - 2	STRUCTURAL	TYPICAL DETAILS
7	S - 3	STRUCTURAL	TYPICAL DETAILS
8	S - 4	STRUCTURAL	DETAILS AND SECTIONS
9	S - 5	STRUCTURAL	DETAILS AND SECTIONS
10	S - 6	STRUCTURAL	DETAILS AND SECTIONS
11	M - 1	MECHANICAL	NOTES, LEGEND, ABBREVIATIONS
12	M - 2	MECHANICAL	EQUIPMENT, VALVE, PIPE SCHEDULES
13	M - 3	MECHANICAL	TYPICAL DETAILS I
14	M - 4	MECHANICAL	TYPICAL DETAILS II
15	M - 5	MECHANICAL	TYPICAL DETAILS III
16	M - 6	MECHANICAL	TYPICAL DETAILS IV
17	M - 7	MECHANICAL	TYPICAL DETAILS V
18	M - 7	MECHANICAL	GRIT CHAMBER NO. 1 PLANS & SECTIONS
19	M - 8	MECHANICAL	GRIT CHAMBER NO. 1 PLANS & SECTIONS
20	M - 9	MECHANICAL	DIVERSION STRUCTURE PLANS & SECTIONS
21	M - 10	MECHANICAL	AERATION BLOWER PLANS & SECTIONS
22	M - 11	MECHANICAL	ML WASTING METER PLAN & SECTION
23	M - 12	MECHANICAL	SECONDARY CLARIFIER PLAN
24	M - 13	MECHANICAL	SECONDARY CLARIFIER DETAILS & SECTIONS
25	M - 14	MECHANICAL	TERTIARY FILTERS PLAN
26	M - 15	MECHANICAL	TERTIARY FILTERS DETAILS & SECTIONS
27	M - 16	MECHANICAL	TERTIARY FILTERS DETAILS & SECTIONS
28	M - 17	MECHANICAL	LAGOON RECOVERY PS PLAN & SECTIONS
29	M - 18	MECHANICAL	LAGOON RECOVERY PS DETAILS & SECTIONS
30	M - 19	MECHANICAL	RAS WASTING METER PLAN & SECTION
31	E - 1	ELECTRICAL	NOTES AND LEGEND
32	E - 2	ELECTRICAL	ABBREVIATIONS
33	E - 3	ELECTRICAL	TYPICAL DETAILS I
34	E - 4	ELECTRICAL	TYPICAL DETAILS II
35	E - 5	ELECTRICAL	TYPICAL DETAILS III
36	E - 6	ELECTRICAL	CONDUIT, PANEL AND FIXTURE SCHEDULES
37	E - 7	ELECTRICAL	CONDUIT, PANEL AND FIXTURE SCHEDULES
38	E - 8	ELECTRICAL	SITE PLAN
39	E - 8	ELECTRICAL	ONE LINE DIAGRAM
40	E - 9	ELECTRICAL	GRIT CHAMBER CONDUIT & GROUNDING PLAN
41	E - 10	ELECTRICAL	DIV STRUCT CONDUIT & GROUNDING PLAN
42	E - 11	ELECTRICAL	BLOWER CONDUIT & GROUNDING PLAN
43	E - 12	ELECTRICAL	WASTING METER CONDUIT & GROUNDING PLAN
44	E - 13	ELECTRICAL	WEIR WASHER CONDUIT & GROUNDING PLAN

PM	PE	STAFF ENG	SNR CAD	CAD TECH	TOTAL HRS
1	1		1	2	5
1	1	2	1	2	7
1	2	4	1	4	12
1	4	5	2	8	20
1	2	2	1	2	8
1	2	4	1	8	16
1	2	2	1	4	10
2	4	12	2	20	40
2	4	12	2	20	40
2	6	12	2	14	36
1	2	2	1	2	8
2	3	6	1	10	22
1	2	3	1	5	12
1	2	3	1	5	12
1	2	3	1	5	12
1	2	3	1	5	12
1	2	2	1	4	10
2	6	12	4	16	40
2	6	12	2	14	36
2	6	12	2	14	36
2	6	12	2	14	36
1	4	7	2	10	24
1	4	7	2	10	24
2	4	10	2	10	28
2	6	12	2	14	36
2	6	12	4	16	40
2	6	12	4	16	40
2	6	12	2	14	36
2	6	10	2	12	32
1	4	7	2	10	24
1	2	4	1	4	12
1	2	4	1	4	12
1	2	4	1	8	16
1	2	4	1	8	16
1	2	4	1	8	16
2	6	10	2	12	32
2	6	10	2	12	32
2	4	12	2	20	40
2	6	12	2	14	36
2	6	10	2	12	32
1	4	7	2	10	24
2	4	10	2	10	28
1	4	5	2	8	20
1	4	5	2	10	22

45	E	-	14	ELECTRICAL	FILTERS CONDUIT & GROUNDING PLAN	2	6	12	2	14	36
46	E	-	17	ELECTRICAL	LAGOON PS CONDUIT & GROUNDING PLAN	2	4	10	2	10	28
47	E	-	18	ELECTRICAL	RAS METER CONDUIT & GROUNDING PLAN	1	4	5	2	8	20
48	I	-	1	I&C	NOTES, LEGEND, ABBREVIATIONS	1	2	4	1	4	12
49	I	-	2	I&C	INSTRUMENT INSTALL DETAILS	1	2	3	2	8	16
50	I	-	3	I&C	INSTRUMENT INSTALL DETAILS	1	2	3	2	8	16
51	I	-	4	I&C	SYSTEM ARCHITECTURE	1	4	5	2	10	22
52	I	-	5	I&C	BILL OF MATERIAL / PANEL LAYOUT	1	4	5	2	10	22
53	I	-	6	I&C	GRIT CHAMBER P&ID	1	4	5	2	10	22
54	I	-	7	I&C	DIVERSION STRUCTURE CHAMBER P&ID	1	2	3	2	8	16
55	I	-	8	I&C	BLOWER P&ID	1	4	5	2	10	22
56	I	-	9	I&C	ML WASTING METER P&ID	1	2	3	2	8	16
57	I	-	10	I&C	WEIR WASHER P&ID	1	2	3	2	8	16
58	I	-	11	I&C	FILTERS P&ID	1	4	7	2	10	24
59	I	-	12	I&C	LAGOON PS CONTAINMENT P&ID	1	4	5	2	10	22
60	I	-	13	I&C	RAS METER & VALVE P&ID	1	2	3	2	8	16
TOTAL DRAWING HOURS						82	219	396	107	574	1378

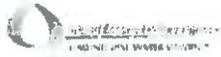
SPECIFICATIONS					
FRONT END SPECS	6	12			18
CIVIL SPECS	2	6			8
STRUCTURAL SPECS	2	12	8		22
MECHANICAL SPECS	4	20	26		50
ELECTRICAL SPECS	2	14	14		30
I&C SPECS	4	36	32		72
TOTAL SPECIFICATION HOURS	20	100	80	0	200

CALCULATIONS					
STRUCTURAL CALCS	4	12	12		28
MECHANICAL CALCS	4	10	14		28
ELECTRICAL CALCS	2	4	6		12
TOTAL CALCULATION HOURS	10	26	32	0	68

TOTAL HOURS FOR DRAWINGS, SPECS AND CALCS **112** **345** **508** **107** **574** **1646**

(Total Hours for Drawings, Specs and Calcs Included in Workforce Breakdown under Tasks 5.4.1, 5.4.2, 5.4.3 and 5.4.4)

Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: #####
Address:	Contract No.: 46-2243	IEUA Project Manager:	This Period: From: 11/16/2016 To: 6/30/2020
Phone No.:		David Mendez	
Proj. Name & No: RP-1 Improvements Project, EN15xxx			Invoice No. / Consult Ref XXXXXX

ORIGINAL CONTRACT:

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

CONTRACT AMENDMENTS:

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

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	From: 11/16/2016 To: 6/30/2020		From: To:
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

Total Contract		Contract Start Date:	11/16/2016
Total Original Contract	\$0.00	Contract Duration:	3.5 Years
Total Contract Amendments	\$0.00	Contract Completion Date:	6/30/2020
Total Payments to Date	\$0.00	Authorized Time Extension:	0
Back Charges	\$0.00	Revised Completion Date:	6/30/2020
Payment this period	\$0.00	PROJECT COMPLETION SUMMARY:	
Balance of Contract	\$0.00	Contract Time Expired:	#DIV/0!
		Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

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