



**ENGINEERING, OPERATIONS, AND
WATER RESOURCES
COMMITTEE MEETING
OF THE BOARD OF DIRECTORS
INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, OCTOBER 11, 2017
9:45 A.M.**

*Or immediately following the
Community & Legislative Affairs
Committee Meeting*

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of September 13, 2017.

B. RP-1 HEADWORKS UPGRADES PROJECT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-1 Headworks, Primary, and Secondary Upgrades, Project No. EN14019, to Myers & Sons Construction LP in the amount of \$5,690,000;
2. Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$510,558; and
3. Authorize the General Manager to execute the contract and contract amendment.

C. INSPECTION AND TESTING SERVICES MASTER CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Approve a three-year master service contract for construction inspection and soils/material testing services on an "as needed" basis to RMA Group, for the not-to-exceed amount of \$1,000,000;
2. Approve a three-year master service contract for construction inspection and soils/material testing services on an "as needed" basis to CTE Inc., for the not-to-exceed amount of \$1,000,000;
3. Approve a three-year master service contract for coating inspection services on an "as needed" basis to CSI Services, for the not-to-exceed amount of \$300,000; and
4. Authorize the General Manager to execute the master service contracts.

D. RP-1 MECHANICAL RESTORATION AND IMPROVEMENTS CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a consultant contract for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Stantec Consulting Services Inc., for the not-to-exceed amount of \$459,024; and
2. Authorize the General Manager to execute the consultant contract subject to non-substantive changes.

2. INFORMATION ITEM

- A. PLANNING & ENVIRONMENTAL RESOURCES ANNUAL REPORTS (10-YEAR GROWTH FORECAST, WATER USE, AND ENERGY) (WRITTEN/POWERPOINT)
- B. 1ST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT)
- C. POLICY PRINCIPLES ON WATER STORAGE AND PURCHASE OPPORTUNITIES (WRITTEN/POWERPOINT)

RECEIVE AND FILE INFORMATION ITEM

- D. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)

3. GENERAL MANAGER'S COMMENTS

4. COMMITTEE MEMBER COMMENTS

5. COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

6. ADJOURN

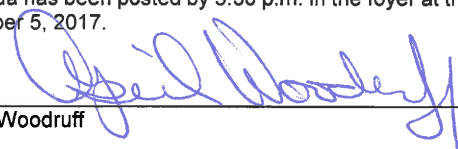
*A Municipal Water District

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

Proofed by: JH

DECLARATION OF POSTING

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, October 5, 2017.



April Woodruff

**ACTION
ITEM
1A**



MINUTES

ENGINEERING, OPERATIONS, AND WATER RESOURCES COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, SEPTEMBER 13, 2017

9:45 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Kati Parker

STAFF PRESENT

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Joshua Aguilar, Senior Engineer
Jason Gu, Grants Officer
Joel Ignacio, Senior Engineer
Sally Lee, Executive Assistant
Sylvie Lee, Manager of Planning & Environmental Resources
Chander Letulle, Manager of Operations & Maintenance
John Scherck, Senior Project Manager
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Kevin Hardy, National Water Research Institute

The meeting was called to order at 9:41 a.m. Executive Director of the National Water Research Institute (NWRI) Kevin Hardy introduced himself and gave an overview of NWRI and its benefit for the Agency. He also invited the Board to the Clarke Prize events that will occur on October 19 -20, 2017 at the Irvine Marriott.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of August 9, 2017.
- ◆ Recommended that the Board:
 1. Approve the Master Cost Sharing Agreement between IEUA and Chino Basin Watermaster;

2. Approve Task Order No. 1 for the Basin Plan Amendment for a not-to-exceed total project cost of \$723,000, under the Master Cost Sharing Agreement; and
3. Authorize the General Manager to execute the Master Cost Sharing Agreement and Task Order No. 1, subject to non-substantive changes.

as a Consent Calendar Item on the September 20, 2017, Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the San Sevaine Basin Improvements, Project No. EN13001, to Gwinco Construction & Engineering, in the amount of \$3,873,029; and
2. Authorize the General Manager to execute the construction contract.

as an Action Item on the September 20, 2017, Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the San Sevaine Basin Monitoring Wells, Project No. EN13001, to Yellow Jacket Drilling in the amount of \$607,470; and
2. Authorize the General Manager to execute the construction contract.

as a Calendar Consent Item on the September 20, 2017, Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the CDA Chino I Desalter Structure Coating, Project No. DL37141, to Industrial Coating & Restoration in the amount of \$169,950.16; and
2. Authorize the General Manager to execute the construction contract.

as a Consent Calendar Item on the September 20, 2017, Board meeting agenda.

INFORMATION ITEMS

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

- ◆ Operations Division Update
- ◆ Engineering and Construction Management Projects Updates

GENERAL MANAGER'S COMMENTS

General Manager Joe Grindstaff stated that a notice has gone out to IEUA staff announcing Ms. Halla Razak as the new General Manager effective December 1, 2017, and a press release will be done later today.

COMMITTEE MEMBER COMMENTS

There were no Committee Member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee Member requested future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:37 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: OCTOBER 11, 2017

**ACTION
ITEM
1B**

Date: October 18, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources

10/11/17

Finance & Administration

10/11/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-1 Headworks Upgrades Project Construction Contract Award

Executive Summary:

In 2009 and 2015, IEUA retained consultants to assess the condition of the Regional Water Recycling Plant No.1's (RP-1) headworks grit removal process and encompassing concrete conveyance structures. The condition assessment reports identified numerous deficiencies and substantial corrosion of the concrete structures. The deficiencies have led to poor process performance, additional maintenance, reduction of process reliability, and safety concerns of the structural integrity of the covers. Due to the severity of the headworks condition, a project was created to rehabilitate the headworks area to improve the reliability, performance, and safety of the grit removal system and the concrete structures.

On September 7, 2017, IEUA received four pre-qualified contractor bids. Myers & Sons Construction LP was the lowest responsive bidder, with a bid price of \$5,690,000. The construction contract was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

The staff requests the existing contract with RMC be amended by \$510,558 to include engineering services during construction, increasing the contract from \$832,939 to \$1,343,497.

Staff's Recommendation:

1. Award a construction contract for the RP-1 Headworks, Primary, and Secondary Upgrades, Project No. EN14019, to Myers & Sons Construction LP in the amount of \$5,690,000;
2. Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$510,558; and
3. Authorize the General Manager to execute the contract and contract amendment.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:*

Account/Project Name:

EN14019/RP-1 Headworks, Primary and Secondary Upgrades

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On January 18, 2017, the Board of Directors approved a contract amendment for additional engineering services for the RP-1 Headworks, Primary, and Secondary Upgrades to RMC for the not-to-exceed amount of \$68,204.

On January 20, 2016, the Board of Directors approved a contract for the RP-1 Headworks, Primary, and Secondary Upgrades to RMC for the not-to-exceed amount of \$723,151.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-1 Headworks, Primary and Secondary Upgrades Project is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Construction Contract

Attachment 4 - Consultant Engineering Amendment

Background

Subject: RP-1 Headworks Upgrades Project Construction Contract Award

In 2009 and 2015, IEUA retained consultants to assess the condition of the Regional Water Recycling Plant No.1's (RP-1) headworks grit removal process and encompassing concrete conveyance structures. Based on the condition assessment reports, numerous deficiencies were identified, which included inoperable and leaking gates, air distribution pipeline corrosion and failure, and substantial corrosion of the concrete structures. These deficiencies have led to poor process performance, additional maintenance, reduction of process reliability, and safety concerns of the structural integrity of the covers. Due to the severity of the headworks condition, a project was created to rehabilitate the headworks area to improve the reliability, performance, and safety of the grit removal system and the concrete structures.

On January 20, 2016, IEUA retained RMC Water and Environment for engineering and design services for the Headworks, Primary, and Secondary Upgrades Project. A project to completely rehabilitate the headworks system is planned for 2030.

On January 24, 2017, IEUA pre-qualified six general contractors to bid on the project. On July 25, 2017, a request for bids was advertised to the six pre-qualified contractors through PlanetBids. On September 7, 2017, the following four bids were received:

Bidder's Name	Total Price
Myers & Sons Construction LP	\$ 5,690,000
PCL Construction, Inc.	\$ 6,136,731
SCW Contracting Corporation	\$ 6,578,289
J.F. Shea Construction, Inc.	\$ 8,719,950
Engineer's Estimate	\$ 6,175,000

Myers & Sons Construction LP was the lowest responsive and responsible bidder with a bid price of \$5,690,000. Myers & Sons was pre-qualified by IEUA by presenting the required experience on performing similar projects with other utilities and cities and showing good workmanship and responsiveness.

In addition to the construction contract award, staff requests that the existing contract with RMC be amended by \$510,558 to include engineering services during construction, increasing the contract from \$832,939 to \$1,343,497.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$1,062,755
Design Contract (actual cost)	\$832,939
IEUA Design Services (actual cost)	\$229,816
Construction Services	\$795,058
Engineering Services During Construction (this action)	\$510,558
IEUA Construction Services (5%)	\$284,500
Construction	\$6,259,000
Construction Contract (this action)	\$5,690,000
Contingency (~10%)	\$569,000
Total Project Cost:	\$8,116,813
Total Project Budget:	\$10,350,000
Remaining Budget:	\$2,233,187

The following is the project schedule:

Project Milestone	Date
• Construction Contract Award	October 2017
• Construction Completion	January 2019

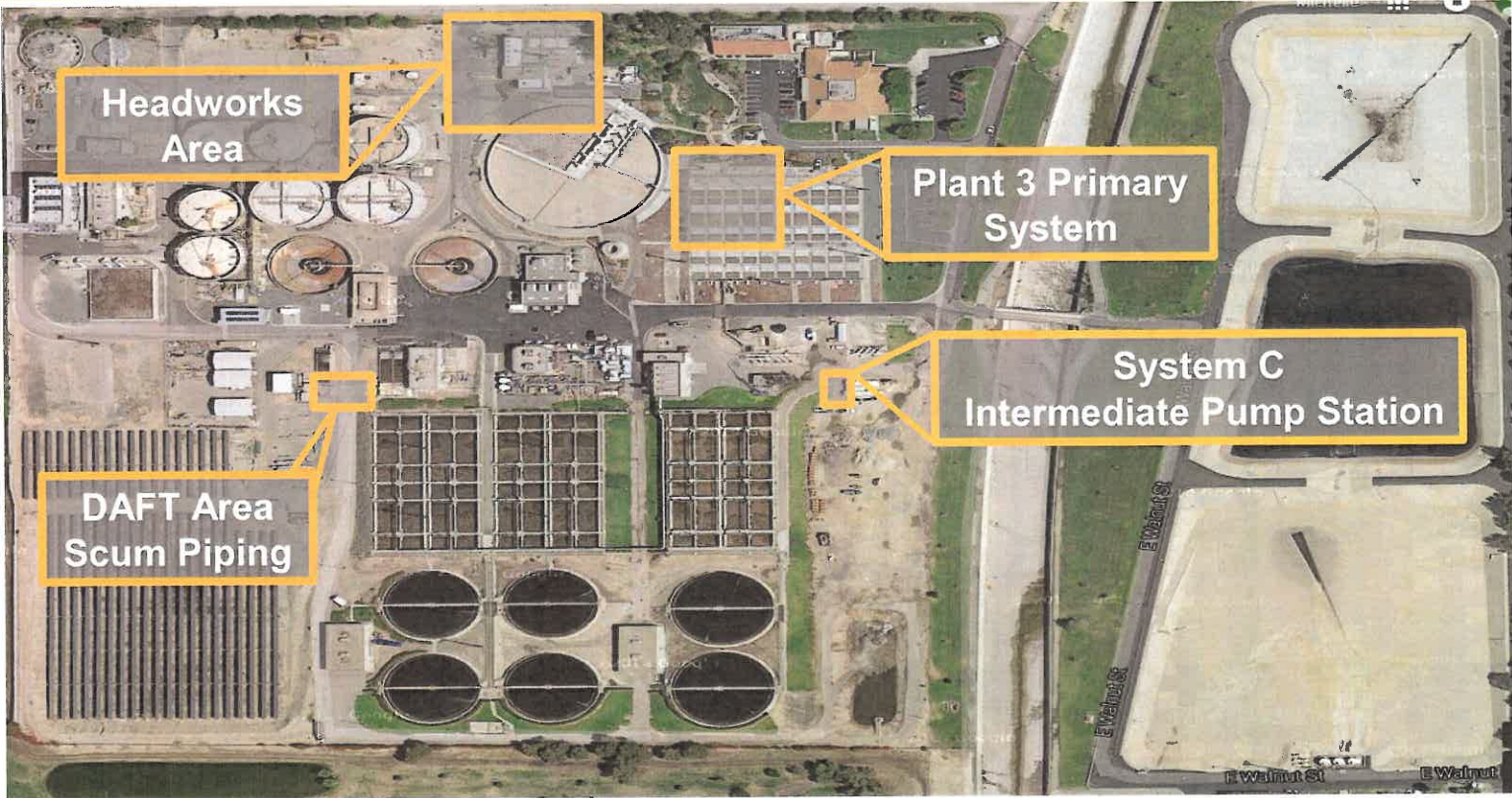
Fiscal Impact:

If approved, the combined amount of the construction contract award and the engineering services contract amendment for the Headworks, Primary, and Secondary Upgrades, Project No. EN14019, for the not-to-exceed amount of \$6,200,558, will be within the combined total project budget of \$10,350,000 in the Regional Wastewater Capital (RC) Fund. Staff anticipates amount of \$3,205,822 will be spent on the project this FY2017/18, with the remaining contract value to be spent in FY 2018/19.

RP-1 Headworks Upgrades Project Construction Contract Award Project No. EN14019



Project Location



Project Background

- Headworks Screen and Grit Removal System
 - Condition assessments in 2009 and 2015
 - Structural concrete degradation
 - Safety concerns
 - Process performance and reliability
 - Leaking and inoperable gates
- Plant 3 Primaries and Scum System
 - Scum pump undersized and without redundancy
 - Obsolete control and electrical panels
- Secondary System C Intermediate Pump Station
 - Flow meter lacks bypass piping



2015 Headworks Bypass



Existing Scum System

Project Scope

- Headworks
 - Structural concrete rehabilitation
 - Grit removal system rehabilitation
 - Isolation gate replacement
- Plant 3 Primaries and Scum System
 - Scum pump station upgrades
 - Control and electrical panels upgrades
 - Concrete rehabilitation
- Secondary System C Intermediate Pump Station
 - System C flow meter piping upgrades



Obsolete Electrical Components



Corroded Concrete Deck

Contractor Selection

Four bids were received on September 7, 2017:

Proposals Received

Bidder's Name	Total
Myers & Sons Construction LP	\$ 5,690,000
PCL Construction, Inc.	\$ 6,136,731
SCW Contracting Corporation	\$ 6,578,289
J.F. Shea Construction, Inc.	\$ 8,719,950
Engineer's Estimate	\$ 6,175,000

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	\$1,062,755	Construction Contract Award	October 2017
Design Contract (actual cost)	\$832,939	Construction Completion	January 2019
IEUA Design Services (actual cost)	\$229,816		
Construction Services	\$795,058		
Engineering Services During Construction	\$510,558		
IEUA Construction Services (5%)	\$284,500		
Construction	\$6,259,000		
Construction Contract (this action)	\$5,690,000		
Contingency (10%)	\$569,000		
Total Project Cost:	\$8,116,813		
Total Project Budget:	\$10,350,000		
Remaining Budget:	\$2,233,187		

Recommendation

- Award a construction contract for the RP-1 Headworks, Primary and Secondary Upgrades Project No. EN14019, to Myers & Sons Construction LP in the amount of \$5,690,000;
- Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$510,558; and
- Authorize the General Manager to execute the contract and contract amendment.

The RP-1 Headworks, Primary and Secondary Upgrades Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of October, 2017, by and between Myers and Sons Construction, LP, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE CONSTRUCTION OF THE RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES, PROJECT NO. EN14019, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ Five Million, Six Hundred Ninety Thousand Dollars
and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency within four hundred and ten (410) calendar days after award of the Contract. All work shall be completed before final payment is made.
6. Time is of the essence on this Contract.
7. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of three thousand (\$3,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty.
8. All work shall be completed before final payment is made. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount per Item No. 7 of this Contract.

9. In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due to the Contractor, penalties and fines for violations of applicable local, state, and federal law.
10. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
11. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
12. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
13. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
14. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

15. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

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

By _____
General Manager

Contractor

By _____
Title

*Municipal Water District

Bond Number _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, a Municipal Water District, hereinafter designated as the "Agency," has, on October 18, 2017, awarded to Myers and Sons Construction, LP, hereinafter designated as the "Principal," the Contract for the construction of:

RP-1 Headworks, Primary and Secondary Upgrades, Project No. EN14019

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, Agency 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 Agency 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 Agency from loss or damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number _____

SECOND PAGE OF PERFORMANCE BOND

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 there under 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 Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PERFORMANCE BOND

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

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

Bond Number _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency", has, on October 18, 2017, awarded to Myers and Sons Construction, LP, hereinafter designated as the "Principal," a Contract for the construction of:

RP-1 Headworks, Primary and Secondary Upgrades, Project No. EN14019

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 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 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 Agency as shall be fixed by the court.

Bond Number _____

SECOND PAGE OF PAYMENT BOND

This bond shall inure to the benefit of Agency 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.

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 there under 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 Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PAYMENT BOND

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

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

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter called Firm) fully understand that the storage or leaving of _____ at the Agency's _____ facility, located at _____ California, during the period of _____ to _____ exposes Firm to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Firm's employees. For the privilege of storing/leaving _____ at said location, Firm agrees to assume any and all such risk.

In consideration of being able to store/leave said item(s) at said location, Firm 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 Firm's employees, or damage or theft of said property arising out of, or in connection with, the storage or leaving of said item(s) at Inland Empire Utilities Agency's facility for whatever cause, excluding the purposeful actions or active 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 Firm 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 Firm, and of my own free will.

Name of Firm

By: _____
Representative's signature

Date

Print Name

Title

Approved: _____

Date

Department Manager of Engineering signature

Distribution: Department Manager of Engineering, Construction Manager; Construction Project Manager; Supervisor; Risk Manager; Contractor, Subcontractor, Supplier, or Repair Person



CONTRACT AMENDMENT NUMBER: 4600002028-004

FOR

**RP-1 HEADWORKS, PRIMARY, AND SECONDARY UPGRADES,
PROJECT NO. EN14019**

THIS CONTRACT AMENDMENT FOUR is made and entered into this _____ day of _____, 2017, 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 interchangeably as "IEUA" and "Agency") and RMC Water and Environment, Inc., a wholly-owned subsidiary of Woodard & Curran, with offices located in Irvine, California (hereinafter referred to as "Consultant"), to provide professional engineering services in support of Project EN14019, and shall revise the Contract as amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING ITEM:

Additional services and responsibilities shall include, and be in accordance with tasks identified in Consultant's proposal dated September 11, 2017, which is attached hereto, incorporated herein and made a part hereof by this reference as **Attachment 2**.

SECTION SIX, COMPENSATION, IS REVISED TO ADD THE FOLLOWING ITEM:

In compensation for the additional work represented by this Contract Amendment, Agency shall pay Consultant a **NOT-TO-EXCEED maximum total of \$1,343,497.00** for all services provided in accordance with Consultant's Fee Estimate, attached hereto, made a part hereof, and referenced herein as **Attachment 2**. Additional compensation in the amount of \$510,558.00 is hereby authorized in accordance with Project Manager's SAP Purchase Requisition 10041986.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

Witnesseth, that the parties hereto have mutually covenanted and agreed as per the above Amendment items, and in doing so have caused this document to become incorporated into the Contract documents.

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

RMC WATER AND ENVIRONMENT, INC.,
A WHOLLY-OWNED SUBSIDIARY OF WOODARD
& CURRAN:

P. Joseph Grindstaff
General Manager

(Date)

Scott Goldman
Principal-in-Charge

(Date)

Attachment 2



National Experience. Local Focus.

September 11, 2017

John Scherck, CCM
Senior Project Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

**RE: RP-1 Headworks, Primary and Secondary Upgrades, IEUA Project No. EN14019
Amendment Request No. 4**

Dear Mr. Scherck

At the request of the Inland Empire Utilities Agency (IEUA), Woodard & Curran (formerly RMC Water and Environment), hereby submits the enclosed proposal, dated September 11, 2017 for Engineering Services During Construction (ESDC) for the RP-1 Headworks, Primary and Secondary Upgrades Design project.

The enclosed proposal includes the revised scope of work and fee estimate to complete these services based on your discussion with David Haug on September 5, 2017. If you have any questions, or would like to discuss this proposal, please contact David Haug at (213) 223-9460.

Sincerely,
Woodard & Curran

Approved by:
Inland Empire Utilities Agency

Scott Goldman
Principal-in-Charge

9-12-17
Name Date

AMENDMENT 4

INLAND EMPIRE UTILITIES AGENCY RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES (PROJECT NO. EN14019)

Scope of Services for Engineering Services During Construction

This Scope of Services defines the engineering services to be provided to the Inland Empire Utilities Agency (IEUA) to support construction of the RP-1 Headworks, Primary and Secondary Upgrades (Project No. EN14019) project. The construction duration for this project is anticipated to be 16 months. Engineering services during construction will be performed by Woodard & Curran (formerly RMC, Water and Environment) and its design subconsultants: TJCAA (Instrumentation, Controls, Electrical and Structural) and Harper Associates Engineering (Concrete Coating). The Woodard & Curran team will provide the following services during construction:

- Preparation of Conformed Drawings
- Meetings and Site Visits
- Submittal Reviews
- Respond to Requests for Information (RFIs)
- Review of Construction Change Order Requests
- Startup and Testing Assistance
- Preparation of Record Drawings
- Project Management

The scope of services are detailed in the following tasks and include assumptions used as the basis for the Fee Estimate (see attached). The level of effort for engineering services during construction is highly dependent upon variables beyond Woodard & Curran's direct control and may require adjustment during the course of construction and startup.

Task 1 – Preparation of Conformed Drawings and Specifications

- Woodard & Curran will prepare Conformed Drawings and Specifications to reflect addenda issued during the bid period. Conformed drawings and specifications will be submitted electronically in CAD, PDF and MS Word Format. IEUA confirmed the Agency will be responsible for hard copy reproduction.

Task 2 – Meetings and Site Visits

- Woodard & Curran and appropriate TJCAA staff will attend the following workshops:
 - Preconstruction Meeting
 - Overall System Workshop
 - Electrical, I&C and Mechanical Workshop
 - SCADA System Programming Workshop
 - 70% Complete Workshop
 - Testing, Training, Start-Up and Commissioning Workshop

For budgeting purposes, it is assumed two attendees from the engineering team will participate in each workshop, except for the Preconstruction Meeting and the 70% Complete Workshop, which will only have one Woodard & Curran attendee. This task assumes 8 labor hours per attendee per workshop, which includes travel time and preparation. In addition, the Woodard & Curran team will attend a limited number of construction meetings in person and/or site visits not included in the progress meetings above. For budgeting purposes, the team will physically attend 4 additional meetings/visits, assuming 8 labor hours per meeting/visit, including travel time and preparation.

- Woodard & Curran's project manager will attend weekly progress meetings in person twice a month, and by teleconference twice a month. For budgeting purposes, a total of 64 progress meetings are assumed. In person attendance at 32 progress meetings, 4 labor hours per meeting are assumed, which includes travel time. Attendance by teleconference assumes 1.5 labor hours per attendee.
- In addition to the meetings listed above, Woodard & Curran's team will inspect the Primary Clarifier Inlet Channel after it is dewatered and cleaned by the Contractor during construction. The inspection is assumed to require one 8-hour day. For budgeting purposes, this task assumes a total of 124 hours for the inspection and associated report, including travel time and accommodations.

Task 3 – Submittal Reviews

- IEUA's document control software program, Capital Improvement Project Office (CIPO), will be utilized for all project related correspondence.
- The Woodard & Curran team will review and respond to submittals provided by the Contractor via IEUA's Construction Manager. Based on the attached List of Anticipated Submittals, the total number of submittal reviews is estimated to be 263 (164 initial submittal reviews and 99 resubmittal reviews). The level of effort is assumed to be 5 hours each per initial submittal and 3 hours each for each resubmittal on average, divided among the various disciplines and staff.

Task 4 – Respond to Requests for Information (RFIs)

- The Woodard & Curran team will review and respond to Requests for Information (RFIs) from the Contractor via IEUA's Construction Manager. This task assumes review of up to 50 RFIs. The level of effort is assumed to be 4 hours per RFI on average, divided among the various disciplines and staff.

Task 5 – Review of Construction Change Order Requests

- The Woodard & Curran team will review and respond to construction change order requests submitted by the Contractor via the IEUA Construction Manager. This task assumes up to 20 change order reviews. The level of effort is assumed to be 8 hours per review on average, divided among the various disciplines and staff. This task assumes two drawing revisions will be required in addition to the review mentioned above. The drawing level of effort is assumed to be 8 hours for each revision.

Task 6 – Startup and Testing Assistance

- Woodard & Curran staff will be present to witness performance testing of equipment and will provide startup assistance during commissioning of the project. Startup assistance will include guidance and review of the Contractor's step-by-step Startup Plan and coordination with the

Contractor to provide any design and/or operational information for the Testing, Training, Start-Up and Commissioning Workshop. This is in addition to meetings and site visits included under Task 1. TJCAA staff will provide telephone support for issues that arise during startup and testing activities. For budgeting purposes, it is assumed Woodard & Curran will provide a subtotal of 48 hours and TJCAA will provide a subtotal of 16 hours, for a total of 64 hours, for startup and testing assistance, including travel time.

- Woodard & Curran will schedule to attend up to two (2) 1-day training sessions for IEUA staff on major pieces of equipment installed by the Contractor. Woodard & Curran will coordinate with the Contractor to provide design and/or operational information as a context for the training. For budgeting purposes, this task assumes 48 labor hours, including travel time.

Task 7 – Preparation of Record Drawings

- Woodard & Curran and its subconsultants will incorporate redline markups provided by the Contractor into the CAD files. For budgeting purposes, a total of 130 labor hours for as-built incorporation is assumed. Woodard & Curran will not be responsible for interpretation of construction changes made in the field and will rely solely on a single set of redline drawings provided by the Contractor or the IEUA Construction Manager. Record drawings will be submitted electronically in CAD and PDF format.

Task 8 – Project Management

- Project management will include regular client communications; monthly progress reports to be submitted with the project invoice; and schedule, scope and budget tracking for this phase of the project. Project management effort is based on a 16-month duration for construction.
- This task assumes 8 hours to support development and finalization of an Asset List for IEUA. For the 70% Complete Workshop, Woodard & Curran will develop an Asset List that reflects actual equipment installed at that time and proposed remaining equipment to be installed. This list will be turned over to the Contractor to update with information such as cost, warranty period, etc. and submit at 95% Construction Completion. Woodard & Curran will then review and prepare a Final Asset List for IEUA.

Scope of Work Assumptions

The scope of work is based on the following assumptions and the assumptions included in the tasks above. In the event of any ultimate facts or events differ from such assumptions, Woodard & Curran's scope of work, schedule, and compensation shall be adjusted accordingly.

- IEUA will provide special inspections services. The Woodard & Curran team can provide these services upon request and at a negotiated scope and fee.
- All final decisions and direction to the Contractor will be made by the IEUA Construction Manager.



National Experience. Local Focus.

Fee Estimate

**Inland Empire Utilities Agency
RP-1 Headworks, Primary and Secondary Upgrades Design (Project No. EN14019)
Engineering Services During Construction**

Tasks	RMC Labor							TJC Labor				HAE Labor			Total Project Work Hours	Total Subs Construction Costs	Sub Consultant Total Cost (2)	ODCs	RMC Total ODCs (3)	Total Fee	
	Richard Bichette	Jon Ganz	David Haug	Justin Kraetsch	Jehian Anketell	Cathy Macklin	Chu To	RMC Subtotal Hours	RMC Sub Total Labor Costs (1)	TJC Subtotal Hours	TJC ODCs	TJC Total Labor Costs	HAE Subtotal Hours	HAE ODCs							HAE Total Labor Costs
	PIC	Technical Lead	PM	PE	PE	Admin	CAD														
Task 1. Preparation of Conformed Drawings	\$266	\$266	\$249	\$178	\$152	\$105	\$165														
Preparation of Conformed Drawings		1	2	6	6		24	39	\$6,704	36		\$5,605									
Subtotal Task 1	0	1	2	6	6	0	24	39	\$6,704	36	\$0	\$5,605	0	\$0	\$0	75	\$5,605	\$6,165	\$0	\$0	\$12,869
Task 2. Meetings, Workshops and Site Visits																					
2.1 Meetings, Workshops and Site Visits			56					56	\$13,944	60	\$3,190	\$13,653	8		\$1,440	124	\$18,283	\$20,111	\$440	\$484	\$34,539
2.2 Weekly Construction Meetings			176					176	\$43,824	96		\$22,305				272	\$22,305	\$24,536	\$1,490	\$1,639	\$69,999
2.3 Inlet Channel Inspection			8					8	\$1,992	116	\$300	\$24,166				124	\$24,466	\$26,913	\$0	\$0	\$28,905
Subtotal Task 2	0	0	240	0	0	0	0	240	\$59,760	156	\$3,490	\$60,124	8	\$0	\$1,440	520	\$65,054	\$71,560	\$1,930	\$2,123	\$133,443
Task 3. Submittal Reviews																					
Submittal Reviews		14	86	284	284			668	\$118,858	442		\$77,931	8		\$1,440	1,118	\$79,371	\$87,308	\$0	\$0	\$206,166
Subtotal Task 3	0	14	86	284	284	0	0	668	\$118,858	442	\$0	\$77,931	8	\$0	\$1,440	1,118	\$79,371	\$87,308	\$0	\$0	\$206,166
Task 4. Respond to Requests for Information (RFIs)																					
Respond to RFIs			16	48	48			112	\$19,824	80		\$14,688	8		\$1,440	200	\$16,128	\$17,741	\$0	\$0	\$37,565
Subtotal Task 4	0	0	16	48	48	0	0	112	\$19,824	80	\$0	\$14,688	8	\$0	\$1,440	200	\$16,128	\$17,741	\$0	\$0	\$37,565
Task 5. Review of Construction Change Order Requests																					
Review of Construction Change Order Requests		4	8	34	34		16	96	\$16,916	80		\$15,808				176	\$15,808	\$17,389	\$0	\$0	\$34,305
Subtotal Task 5	0	4	8	34	34	0	16	96	\$16,916	80	\$0	\$15,808	0	\$0	\$0	176	\$15,808	\$17,389	\$0	\$0	\$34,305
Task 6. Startup and Training Assistance																					
6.1 Startup Assistance			40	8				48	\$11,384	16		\$2,786				64	\$2,786	\$3,065	\$280	\$308	\$14,757
6.2 Training Assistance			16	16	16			48	\$9,264			\$0				48	\$0	\$0	\$94	\$103	\$9,367
Subtotal Task 6	0	0	40	8	0	0	0	96	\$20,648	16	\$0	\$2,786	0	\$0	\$0	112	\$2,786	\$3,065	\$374	\$411	\$24,124
Task 7. Preparation of Record Drawings																					
Preparation of Record Drawings			4	8	8		60	80	\$13,536	50		\$7,514				130	\$7,514	\$8,265	\$0	\$0	\$21,801
Subtotal Task 7	0	0	4	8	8	0	60	80	\$13,536	50	\$0	\$7,514	0	\$0	\$0	130	\$7,514	\$8,265	\$0	\$0	\$21,801
Task 8. Project Management																					
Project Management	16	4	64	8		16		108	\$24,360	48	\$1,960	\$11,076	8		\$1,440	164	\$14,476	\$15,924	\$0	\$0	\$40,284
Subtotal Task 8	16	4	64	8	0	16	0	108	\$24,360	48	\$1,960	\$11,076	8	\$0	\$1,440	164	\$14,476	\$15,924	\$0	\$0	\$40,284
TOTAL	16	23	476	412	386	16	100	1439	\$280,606	1024	\$5,450	\$195,533	32	\$0	\$5,760	2495	\$206,743	\$227,418	\$2,304	\$2,534	\$510,558

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

IEUA RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES (PROJECT NO. EN14019)
 LIST OF ANTICIPATED SUBMITTALS

Section	Part	Description	Responsibility			Responsibility
			RMC	TJCAA	HAE	
GC/D	1.B	Contractor's Representative	1			RMC
GC/G	1.A	Preliminary Schedule of Values	1			RMC
GC/G	1.A	Schedule of Values	1			RMC
GC/J	3	Asset Management Equipment Upload Data	1			RMC
GC/M	1.2.B	Scheduling Representative - Resume, Qualifications and References	1			RMC
GC/M	2.1	Preliminary Project Control Schedule	1			RMC
GC/M	2.1	Baseline Project Control Schedule	1			RMC
SC	7.0	Certification Letter - Compliance with AQMD/CARB	1			RMC
SC	10.0	Project Office - Owner's Representative	1			RMC
SC	16.0	Portable Generator/Compressor Sizing Calculations		1		TJCAA
SC	19.0	Start-Up Plan	1	1		RMC, TJCAA
02050	1.3	Demolition Plan (Headworks)	1			RMC
02050	1.3	Demolition Plan (Plant 3 Scum Well)	1			RMC
02050	1.3	Demolition Plan (Meter Structure 2)	1			RMC
02145	1.2	Flow Bypass Plan (Headworks)	1			RMC
02145	1.2	Flow Bypass Plan (Plant 3 Scum Well)	1			RMC
02145	1.2	Flow Bypass Plan (Meter Structure 2)	1			RMC
02200	1.2	Shoring and Bracing Drawings/Plan	1			RMC
02200	1.2	Fill and Backfill Materials - Material Data and Test Results	1			RMC
02200	1.2	Crushed Rock - Material Data and Test Results	1			RMC
02460	1.3	Asphalt Cement - Material Data and Test Results	1			RMC
02500	2.1.D	Pipe Identification - Detection Wire, Locator Tape, Etc.	1			RMC
02500	3.2.G	For Unspecified Joints - Thrust Restraint Calculations	1			RMC
02571	1.2	Steel Pipe and Fittings - Shop Drawings, Pipe Layout, Certifications, Etc.	1			RMC
02571	1.2	Steel Pipe Coatings and Liners	1			RMC
02571	1.3	Welding Procedures and Welder Qualification	1			RMC
02640	3.3.E	Joint Testing Procedure	1			RMC
02640	3.5.F	Pressure Test Plan	1			RMC
03100	1.4	Form Release Agent		1		TJCAA
03100	1.4	Location and Sequence of Concrete Placement (Indicate locations of form joints, form-tie layout, panel sizes, and patterns)		1		TJCAA
03150	1.4	Bond Breaker		1		TJCAA
03200	1.4	Reinforcing Steel - Lay Sheets		1		TJCAA
03200	1.4	Reinforcing Steel Test Reports - Mill Sheets		1		TJCAA
03300	1.4	Concrete Mix Designs (Various)		1		TJCAA
03300	1.4	Liquid Curing Compound		1		TJCAA
03305	3.1.A	Concrete Mix Design (Ductbank Encasement)		1		TJCAA
03366	1.4	Concrete Sealer		1		TJCAA
03600	1.4	Nonshrink Cementitious Grout		1		TJCAA
03600	1.4	Nonshrink Epoxy Grout		1		TJCAA
03600	1.4	Cement Grout		1		TJCAA
03740	2.2	Epoxy Bonding Agent		1		TJCAA
03740	2.2	Epoxy Paste		1		TJCAA
03740	2.2	Crack Repair Epoxy Adhesive		1		TJCAA
03930	1.3	Coating System - Shop Drawings, Material Cut Sheets, Surface Prep and Application Procedure, Compatibility Certifications			1	HAE
05500	1.4	Misc Hardware		1		TJCAA
05500	1.4	Checkered Plate		1		TJCAA
05500	1.4	Floor Hatches / Floor Doors		1		TJCAA
05500	1.4	Steel Protection Posts (Bollards)		1		TJCAA
05500	1.4	Epoxy Anchors		1		TJCAA
05510	1.4	Metal Stair and Platform System		1		TJCAA
05520	1.3	Aluminum Handrail and Guardrail		1		TJCAA

IEUA RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES (PROJECT NO. EN14019)
 LIST OF ANTICIPATED SUBMITTALS

Section	Part	Description	Responsibility			Responsibility
			RMC	TJCAA	HAE	
09900	1.2	Paint System (Includes Samples)	1			RMC
11146	1.3	Submersible Chopper Pumps - Shop Drawings (Incl. Davit Crane and Receivers)	1			RMC
11146	1.3	Submersible Chopper Pumps - Seismic Calculations		1		TJCAA
11146	1.3	Submersible Chopper Pumps - O&M manuals	1			RMC
11146	1.3	Submersible Chopper Pumps - Factory Test Procedures	1			RMC
11146	1.3	Submersible Chopper Pumps - Factory Test Report	1			RMC
11146	1.5	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
11190	1.3	Air Lift Pump - Shop Drawings	1			RMC
11190	1.3	Air Lift Pump - O&M Manuals	1			RMC
11190	1.3	Air Lift Pump - Factory Test Procedures	1			RMC
11190	1.3	Air Lift Pump - Factory Test Report	1			RMC
11190	1.3	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
11205	1.3	Submersible Mixers - Shop Drawings	1			RMC
11205	1.3	Submersible Mixers - Seismic Calculations		1		TJCAA
11205	1.3	Submersible Mixers - O&M Manuals	1			RMC
11205	1.3	Submersible Mixers - Factory Test Procedures	1			RMC
11205	1.3	Submersible Mixers - Factory Test Report	1			RMC
11205	1.6	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
11320	1.2	Mechanical Vortex Grit System - Shop Drawings	1			RMC
11320	1.2	Mechanical Vortex Grit System - Seismic Calculations		1		TJCAA
11320	1.2	Mechanical Vortex Grit System - O&M Manuals	1			RMC
11320	1.2	Mechanical Vortex Grit System - Factory Test Procedures	1			RMC
11320	1.2	Mechanical Vortex Grit System - Factory Test Report	1			RMC
11320	1.2	Mechanical Vortex Grit System - Performance Testing Data	1			RMC
11320	1.4	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
11325	1.2	Grit Washer - Shop Drawings	1			RMC
11325	1.2	Grit Washer - Seismic Calculations	1			RMC
11325	1.2	Grit Washer - O & M Manuals	1			RMC
11325	1.2	Grit Washer - Factory Test Procedures	1			RMC
11325	1.2	Grit Washer - Factory Test Report	1			RMC
11325	1.2	Grit Washer - Performance Testing Data	1			RMC
11325	1.4	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
11501	1.3	Positive Displacement Blowers - Shop Drawings (Incl. Fittings)	1			RMC
11501	1.3	Positive Displacement Blowers - Seismic Calculations		1		TJCAA
11501	1.3	Positive Displacement Blowers - O&M Manuals	1			RMC
11501	1.3	Positive Displacement Blowers - Factory Test Procedures	1			RMC
11501	1.3	Positive Displacement Blowers - Factory Test Report	1			RMC
11501	1.5	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
13300	1.3	PCSI - Project Plan, Deviation List, Schedule		1		RMC
13300	1.3	PCSI - Coordination Workshop Agendas		1		TJCAA
13300	1.3	PCSI - Field Instrumentation		1		TJCAA
13300	1.3	PCSI - PAC, HMI and Network Component Hardware		1		TJCAA
13300	1.3	PCSI - PAC and HMI Software		1		TJCAA
13300	1.3	PCSI - Control Panel Submittal		1		TJCAA
13300	1.3	PCSI - Interconnection Diagram		1		TJCAA
13300	1.3	PCSI - Testing Plan		1		TJCAA
13300	1.3	PCSI - Training Plan		1		TJCAA
13300	1.3	PCSI - Spares, Expendables and Test Equipment		1		TJCAA
14600	1.3	Hoists, Cranes and Winches - General - Shop Drawings	1			RMC
14600	1.3	Hoists, Cranes and Winches - General - O&M Manuals	1			RMC
14600	1.4	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
15000	1.3	Mechanical-Type Couplings	1			RMC

IEUA RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES (PROJECT NO. EN14019)
LIST OF ANTICIPATED SUBMITTALS

Section	Part	Description	Responsibility			Responsibility
			RMC	TJCAA	HAE	
15000	1.3	Thrust Restraint Harnesses	1			RMC
15000	1.3	Flange Coupling Adapters	1			RMC
15000	1.3	Miscellaneous Fittings	1			RMC
15006	1.3	Pipe Supports - Shop Drawings	1			RMC
15025	1.3	Steel Pipe and Fittings - Shop Drawings, Pipe Layout, Certifications, Etc.	1			RMC
15025	1.3	Steel Pipe Coatings and Liners	1			RMC
15030	1.3	Stainless Steel Pipe and Fittings - Shop Drawings and Certifications	1			RMC
15060	1.3	PVC Pipe and Fittings - Shop Drawings and Certifications	1			RMC
15080	1.3	Mechanical Insulation - Shop Drawings, Product Data, Etc.	1			RMC
15200	1.3	Valves - General - Shop Drawings (Misc Valves)	3			RMC
15201	1.3	Valve Actuators - Electrical and Control Submittals	1			RMC
15202	1.3	Butterfly Valves - Shop Drawings	1			RMC
15202	1.3	Butterfly Valves - O&M Manuals	1			RMC
15202	1.3	Butterfly Valves - Factory Test Procedures	1			RMC
15202	1.3	Butterfly Valves - Factory Test Report	1			RMC
15203	1.3	Check Valves - Shop Drawings	1			RMC
15203	1.3	Check Valves - O&M Manuals	1			RMC
15203	1.3	Check Valves - Factory Test Procedures	1			RMC
15203	1.3	Check Valves - Factory Test Report	1			RMC
15207	1.3	Plug Valves - Shop Drawings	1			RMC
15207	1.3	Plug Valves - O&M Manuals	1			RMC
15207	1.3	Plug Valves - Factory Test Procedures	1			RMC
15207	1.3	Plug Valves - Factory Test Report	1			RMC
15250	1.3	Hydraulic Gates - Shop Drawings	1			RMC
15250	1.3	Hydraulic Gates - O&M Manuals	1			RMC
15250	1.3	Hydraulic Gates - Factory Test Procedures	1			RMC
15250	1.3	Hydraulic Gates - Factory Test Report	1			RMC
15250	1.5	Manufacturer Service Representative Resume and Proposed Training Materials	1			RMC
16000	1.3	List of Systems and Equipment for which Seismic Anchoring Provided		1		TJCAA
16000	1.3	Seismic Anchorage and Mounting Calculations		1		TJCAA
16060	1.3	Product Data for Following:				
		1. Ground rods				
		2. Ground rod boxes				
		3. Exothermic welding materials and methods		1		TJCAA
		4. Mechanical and compression type grounding clamps including installation requirements and materials				
		5. Grounding hubs and fittings				
16080	1.3	Qualifications of Electrical Analysis Firm		1		TJCAA
16080	3.3	Harmonic Analysis Study		2		TJCAA
16080	3.4	Short Circuit and Protective Devices Study		2		TJCAA
16080	3.5	Arc Flash Hazard Study		2		TJCAA
16120	1.3	Product Data for Following:				
		1. Power, control, and instrumentation wire				
		2. Termination and splicing materials		2		TJCAA
		3. Pulling lubrication compound				
		4. Circuit identification system				
16122	1.3	Product Data for Following:				
		1. Fiber optic cable				
		2. Fiber optic installation and pulling equipment methods		1		TJCAA
		3. Cable identification approach and scheme				
		4. Link loss budget calculations				
16130	1.3	Product data for conduits, raceways, fittings, boxes, hardware, identification systems, and other materials specified in this Section.		2		TJCAA

IEUA RP-1 HEADWORKS, PRIMARY AND SECONDARY UPGRADES (PROJECT NO. EN14019)
 LIST OF ANTICIPATED SUBMITTALS

Section	Part	Description	Responsibility			Responsibility
			RMC	TJCAA	HAE	
16130	1.3	Layout and details of raceway supports, bracing, and connections, for all support systems (Includes raceway support calculations stamped and signed by a licensed Professional Engineer (Civil or Structural) in California for mounting hardware and all raceway support systems)		2		TJCAA
16140	1.3	Product data for Wiring Devices		1		TJCAA
16190	1.3	Product Data for Miscellaneous Electrical Equipment		1		TJCAA
16441	1.3	Product Data for Following: 1. Catalog cuts and descriptive literature for each type of panelboard and breaker provided 2. Panelboard directory for each panelboard showing circuit allocations, breaker rating, poles, spare, short circuit, and continuous bus ratings 3. Outline drawings showing panel layouts, dimensions and weights. Panel layout shall show circuit breakers allocation and available space			2	TJCAA
16460	1.3	Product Data for Low Voltage Dry Type Distribution Transformers		1		TJCAA
16480	1.3	Motor Control Center (MCC-2M): 1. Shop drawings showing plan and elevation views, equipment locations, construction details, equipment mounting details, and conduit installation details 2. Complete bill of materials, product data sheets, and catalog numbers for all integral components 3. Motor Control Centers, VFDs, Harmonic Filters, Etc. 4. Interconnection Diagrams 5. HVAC Equipment 6. Seismic, wind and anchorage calculations 7. O&M Manuals			2	TJCAA
16600	1.3	Product Data for Following: 1. Handhole and splice boxes 2. Underground raceway installation accessories including conduit spacers, cable racks, pull rope, pulling lubricants, sealants, identification warning tape, and other underground system components			2	TJCAA
MISC	Plans	Aluminum Covers		1		TJCAA
MISC	Plans	FRP Covers - Gaskets, Hardware, Etc.	1			RMC
MISC	Plans	Sump Pump	1			RMC
MISC	Plans	Exhaust Fans	1			RMC

Initial Submittals	98	65	1
Resubmittals	59	39	1
Total Submittals	157	104	2
	<div style="border: 1px solid black; padding: 5px; display: inline-block;">263</div>		

**ACTION
ITEM
1C**

Date: October 18, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources

10/11/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Inspection and Testing Services Master Contract Award

Executive Summary:

Construction inspection, soils testing, and material testing are required to administer work for various current and future capital projects, as they are designed and constructed. The current contract with RMA and Heider Engineering Services expires on December 31, 2017. Staff solicited proposals from 58 potential offerers for construction inspection, soils and material testing, and coating inspection services through PlanetBids. Twelve consultants responded to the Agency's Request for Proposal (RFP). Each proposal was evaluated by a four-member panel of Agency staff in accordance with the rating categories established in the RFP.

Based on the evaluation of capability, resources, and key personnel qualifications; project experience; National Association of Coating Engineers (NACE) certification; approach; procedure and methodology; pricing and rates; references; and contract and RFP exceptions, the panel determined that RMA Group, CTE Inc., and CSI Services submitted the best qualification proposals.

Staff is recommending award of three master three-year contracts with two one-year amendment options to RMA Group, CTE Inc., and CSI Services for a combined total amount of \$2,300,000.

Staff's Recommendation:

1. Approve a three-year master service contract for construction inspection and soils/material testing services on an "as needed" basis to RMA Group, for the not-to-exceed amount of \$1,000,000;
2. Approve a three-year master service contract for construction inspection and soils/material testing services on an "as needed" basis to CTE Inc., for the not-to-exceed amount of \$1,000,000;
3. Approve a three-year master service contract for coating inspection services on an "as-needed" basis to CSI Services, for the not-to-exceed amount of \$300,000; and
4. Authorize the General Manager to execute the master service contracts.

Budget Impact *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:*

Account/Project Name:

Various current and future capital projects.

Fiscal Impact (explain if not budgeted):

There is no direct impact on the Agency's fiscal year budget as a result of this action. These contracts are for work which will be required on various projects and at various times throughout the next three years. The funding for this work is included in each individual project budget that requires soils and material testing and/or construction inspection services.

Full account coding (internal AP purposes only):

- - -
- - -

Project No.: Various Projects

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 6 as defined in Section 15306 of the State CEQA Guidelines.

Business Goal:

The Construction Inspection and Material Testing Master Contract Award is consistent with the IEUA's Business Goal of Business Practices specifically the Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

Attachments:

- Attachment 1 - PowerPoint
- Attachment 2 - RMA Group Contract
- Attachment 3 - CTE Inc. Contract
- Attachment 4 - CSI Services Contract

Inspection and Testing Services Master Contract Award



Background

- Services required for current and future capital projects
 - Construction Inspection – International Code Council (ICC) Certified
 - Design Soil Engineering
 - Construction Soil Engineering
 - Materials Testing per American Society for Testing and Materials (ASTM)/American Society of Mechanical Engineers (ASME)
- RFP posted on PlanetBids
 - Construction Inspection, Soils Testing, and Material Testing
 - Coating Inspection



Compaction Testing

Consultant Selection

- Evaluation and selection committee
 - Engineering and Construction Management Department
- 12 Proposals received on August 29, 2017
- Evaluation Criteria for consultant selection
 - Pricing and rates
 - Capability, resources, key personnel qualifications, and project experience
 - National Association of Coating Engineers (NACE) certifications
 - Methodology, procedure, and approach
 - Contract and RFP exceptions
 - References

Proposals Received
RMA Group
CTE Inc.
CSI Services
Fenagh Engineering and Testing
Koury Engineering
MTGL, Inc.
Ninyo & Moore
Converse Consultants
Amec Foster Wheeler
American Engineering Laboratories
Smith-Emery Laboratories
United-Heider

Recommendation

- Approve a three-year master service contract for construction inspection and soils/material testing services on an “as needed” basis to RMA Group, for the not-to-exceed amount of \$1,000,000;
- Approve a three-year master service contract for construction inspection and soils/material testing services on an “as needed” basis to CTE Inc., for the not-to-exceed amount of \$1,000,000;
- Approve a three-year master service contract for coating inspection services on an "as-needed" basis to CSI Services, for the not-to-exceed amount of \$300,000; and
- Authorize the General Manager to execute the master service contracts.

The Construction Inspection and Material Testing Master Contract Award is consistent with the *IEUA's Business Goal of Business Practices* specifically the Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes to maintain or improve the quality and value of their services we provide to our member agencies and the public.



MASTER SERVICES CONTRACT NUMBER: 4600002421
FOR PROVISION OF
CONSTRUCTION INSPECTION AND
SOILS AND MATERIALS TESTING SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2017, 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 interchangeably as "IEUA" and "Agency") and R M A Group, Inc. with offices in Rancho Cucamonga, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas the Agency anticipates future need(s) to retain the services of the Consultant to provide inspection, soils and materials testing services on an "as needed" On-call or Task Order assignment basis;

Whereas the Consultant is willing to undertake performance of such as needed "On-call" or Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - a. Amendments to this Master Services Contract No. 4600002421.
 - b. Amendments to Task Order releases under this Master Services Contract.
 - c. Task Order releases under this Master Services Contract.
 - d. Master Services Contract Number 4600002421, General Terms and Conditions.
 - e. Agency's Request for Proposals Number RFP-MB-17-044
 - f. Consultant's Proposal dated August 29, 2017, incorporated herein by reference.

2. SCOPE OF WORK AND SERVICES: The Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth and requested services on an "on-call" basis and/or by issuance of project-specific task orders for work that falls within the contract term. The firms selected for receipt of master contracts may subsequently and exclusively be bidding against each other on selected individual task-order statements of work released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Consultant shall perform only those work assignments as requested or authorized by Task Orders issued in conjunction with this Contract.

Ordering Provisions and Understandings:

Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within **Attachment 1**, Consultant's Cost Proposal and Fee Schedule, attached hereto, referenced herein, and made a part hereof.

Task Order Price: A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract will be based on **Attachment 2**, Sample Task Order Template.

Task Order Assignment Method:

- a. As the need for work arises, specific Statements of Work will be forwarded to all Consultants in possession of master services contracts for purposes of competitive proposal formulation. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than five [5] working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the

Consultant may then begin performance of the Work provided for under the executed Task Order.

- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
 - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM OF CONTRACT AND OPTION: The term of this Contract shall extend from the date of its execution through September 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract. Agency hereby reserves the right to extend two (2) one-year optional extensions to the Contract term.
 4. SCHEDULE: The Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
 5. INVOICING, COMPENSATION & PAYMENT: The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Project Manager, within forty-five (45) calendar days following receipt of the invoice. Payment will 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.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a Fixed Price Level-of-Effort basis at the rates specified within Appendix A, Schedule of Rates attached hereto, referenced herein, and made a part hereof, up to the **NOT-TO-EXCEED total contract price established at \$1,000,000.00.**

Consultant's invoice must be submitted monthly, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the types and quantities of testing completed, the current

monthly amount due, and the cumulative amount invoiced to date against this Contract. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2017/2017-52.pdf>).

A separate invoice must be submitted for each project, and must reference the Contract Number 4600002421, Project Number, Project Name, request for inspection/testing, certified payroll, and daily reports for the project being billed. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org .

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with **Attachment 1** for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.

7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Task Order-specified 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 for consideration by the Project Manager.

8. FITNESS FOR DUTY:
 - A. Fitness: Consultant's 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. Confined Space Work:

1. Precautions and Programs:

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

b. The Consultants or Consultants and subConsultants or subconsultants 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 Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant or Consultants and all subConsultants or subconsultants 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 Consultant or Consultant 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. Property of Consultant and all subConsultants left on-site shall be governed by **Exhibit C**, which is attached hereto, referenced herein, and made a part hereof. Signed copies shall remain on file with the IEUA Project Manager as part of the project file

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, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

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. **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 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, 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 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**

Consultant 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: 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: 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, CA 91709
Via Email: AWitte@ieua.org

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, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Consultant shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Consultant shall inquire for each Task Order issued if work is grant funded.
- F. 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.
- G. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- 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: 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.
- J. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. 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 agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention

of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error 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.

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

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Consultant to be appointed as Mediator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator 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 Mediator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by an agreement mediator 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. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Consultant.

Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Consultant at no additional cost to the Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

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

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 Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from

any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: Slawek Dymerski
Vice President
RMA Group, Inc.
12130 Santa Margarita Court
Rancho Cucamonga, California 91730

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. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. 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.

19. **INTEGRATION**: The Contract Documents represent the entire agreement 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.
20. **GOVERNING LAW**: This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE**: The Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement 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.
22. **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, etc.
23. **CHANGES**: The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED**: No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Consultant.

IN WITNESS WHEREOF, 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)

R M A GROUP, INC.:

P. Joseph Grindstaff
General Manager

(Date)



Edward Lewis Perry Lyon
President

9/27/17
(Date)

Attachment 1



August 29, 2017
17-1602-P

Inland Empire Utilities Agency
Municipal Water District
Attn: Mia Beltran, Contracts Administrator II
6075 "A" Kimball Avenue
Chino, CA 91708

RE: SOILS / MATERIAL TESTING & CONSTRUCTION INSPECTION | RFP-MB-17-044

Dear Ms. Beltran:

RMA Group is pleased to submit herein our proposed cost proposal and fee schedule to perform the soil / material testing and inspection services for the Inland Empire Utilities Agency. Our proposal was submitted separately in response to your request for proposals. Our fee proposal / rate / fee schedule (attachment A) is included on the following pages along with our standard rate schedule which represents our proposed personnel rates for our staff that would be assigned to your project, as well as unit costs for laboratory materials testing. Our general conditions for minimum call out charges, overtime charges, and reimbursable expenses are described in the final page of the attached schedule of fees.

As the Vice President of the firm, I am duly authorized to bind RMA Group to all statements and representations made herein and represent the authenticity of the information as presented.

Sincerely,

Slawek Dymerski, PE, GE
Vice President

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Offerors shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated three (3) year (October 1, 2017 through August 31, 2020) contract performance period (other than prevailing wage classifications, which shall be paid in accordance with the current year prevailing wage determination as made by the Department of Industrial Relations (DIR)), and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required soils / materials testing and related services.

DESCRIPTION PROPOSED UNIT RATE

1. AGGREGATE

a. Moisture Content	\$6.00
b. Organic Impurities	\$50.00
c. Percent Clay in Sands by Hydrometer	\$165.00
d. Sieve analysis – Fine and Coarse Including Wash	\$135.00
e. Sieve Analysis – Coarse (Retained on No. 4)	\$ 95.00
f. Sieve Analysis – Fine (Passing No. 4)	\$115.00

2. ASPHALT TESTING

a. Maximum Density of Mix by Marshall Method (pre-mixed)	\$210.00
b. Maximum Density of Mix by Hveem Method (pre-mixed)	\$210.00
c. Marshall Stability and Flow (pre-compacted)	\$175.00
d. Marshall Stability and Flow (lab compacted)	\$195.00
e. Maximum Theoretical Specific Gravity – Rice Test	\$150.00

3. CONCRETE

a. Concrete Cylinder Cured and/or Compression Tested	\$23.00
b. Cylinder Molds - 6" x 12" (No Charge if Tested)	\$1.50
c. Compression Tests on Cores - 8" maximum diameter (included trimming)	\$25.00
d. Concrete Mix Design Review – Calculation Only	\$125.00

4. MASONRY

a. Compression Test – Masonry Unit	\$25.00
b. Compression Test – Masonry Assemblage (8 x 8 x 16 inch prism or smaller)	\$ 75.00
c. Compression Test – Mortar Specimens (2 x 4 cylinder)	\$ 18.00
d. Block, 24 hour Absorption	\$ 20.00

e. Brick, 24 hour Absorption	\$20.00
5. REINFORCING STEEL	
a. Tension – No. 8 or Smaller	\$35.00
b. Tension – No. 11 or Smaller	\$50.00
c. Tension – No. 18 or Smaller	\$95.00
6. STRUCTURAL STEEL	
a. Tension – Coupons	\$50.00
7. SOILS	
a. Consolidation (no time rates)	\$175.00
b. Consolidation (with one time rate)	\$200.00
c. Expansion Index (UBC Standard 29-2)	\$150.00
d. Direct Shear	\$175.00
e. R-Value (CAL 301)	\$190.00
f. Sand Equivalent (CAL 217)	\$75.00
g. Mechanical Sieve Analysis with wash	\$125.00
h. Coarse Fraction Sieve Analysis (Retained on No. 4)	\$90.00
i. Fine Fraction Sieve Analysis including wash (Passing No. 4)	\$110.00
j. Maximum Density – Optimum Moisture (ASTM D1557)	\$170.00
k. Lab Density and Moisture Determinations	\$10.00

HOURLY RATE [Prevailing wage rates shall be paid for applicable classifications and shall adjust in accordance with DIR determinations]

8. ENGINEERING OFFICE

a. Data Entry	\$43.00
b. Draftsman	\$60.00
c. Principal Civil Engineer	\$160.00
d. Principal Engineering Geologist	\$160.00
e. Project Engineer	\$140.00
f. Project Engineer Geologist	\$140.00
g. Secretarial	\$50.00
h. Staff Engineer	\$120.00
i. Staff Geologist	\$120.00

9. INSPECTOR – TECHNICIAN

a. Special Inspector – Pre-Stressed Concrete (ICC)	\$87.00
b. Special Inspector – Reinforced Concrete (ICC)	\$87.00

c. Special Inspector – Concrete Batch Plant	\$87.00
d. Special Inspector – High Strength Bolts (ICC)	\$87.00
e. Special Inspector – Masonry (ICC)	\$87.00
f. Special Inspector – Structural Steel Fabrication (ICC)	\$87.00
g. Special Inspector – Welding (AWS-CWI)	\$87.00
h. Special Inspector – Fireproofing (ICC)	\$87.00
i. Special Inspector – Timber	\$100.00
j. Anchors – Pull Tests	\$87.00
k. Bolt – Torque Tests	\$87.00
l. Liquid Penetrants – Level II	\$90.00
m. Magnetic Particle Technician – Level II	\$90.00
n. Ultrasonic Technician – Level II	\$90.00
o. Ultrasonic Technician – Level III	\$150.00
p. Radiographic Examination	\$250.00
q. Supervising Special Inspector	\$120.00
r. Concrete Technician (ACI)	\$86.00
s. Pick-Up and Delivery of Test Samples	\$55.00
t. Soils Technician	\$86.00
u. Supervising Soils Technician	\$110.00
v. Public Works Inspector – Asphalt Paving	\$87.00
w. Public Works Inspector – Asphalt Plant	\$87.00
x. Public Works Inspector – Concrete Plant	\$87.00
y. Public Works Inspector – Resident Inspection	\$110.00
z. Supervising Public Works Inspector	\$110.00
aa. Coring	\$110.00

10. COATINGS INSPECTION

a. NACE International Certified Level II Coatings Inspector(s)	\$100.00
b. NACE International Certified Level III Coatings Inspector(s)	\$100.00

(Other: Specify)

Vehicle mileage reimbursement: \$0.00 / mile
 _____ \$ _____
 _____ \$ _____

[Remainder Of Page Intentionally Left Blank]

PROPOSAL SIGNATURE FORM
ALL COMPLETED RATE/FEE SCHEDULES MUST BE ACCOMPANIED BY
THIS COMPLETE, SIGNED FORM

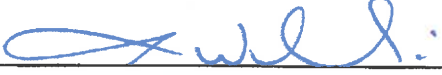
Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices (i.e. if Net 10, then 2% discount).

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

If Net 10, then 2% % discount

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 EXECUTE A CONTRACT OF SIMILAR TO THAT DISPLAYED UNDER ATTACHMENT D.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

 _____ Offeror's Signature	RMA Group _____ Company Name
Slawek Dymerski _____ Printed Name	001676 _____ Business License Number
Vice President _____ Title	8/29/2017 _____ Date

PERSONNEL RATES

Professional and Office Staff

Staff Type	Rate/Cost
Principal Engineer / Geologist	\$160.00 /hour
Project Engineer / Geologist	\$140.00 /hour
Project Manager	\$125.00 /hour
Quality Control Manager	\$135.00 /hour
Qualified SWPPP Developer	\$135.00 /hour
Qualified SWPPP Practitioner	\$125.00 /hour
Staff Engineer / Geologist	\$120.00 /hour
Drafting	\$60.00 /hour
Administrative	\$50.00 /hour

Inspectors and Technicians

Staff Type	Rate/Cost
Laboratory Technician	\$75.00 /hour
Soils Engineering Technician	\$86.00 /hour
Public Works Technician	\$86.00 /hour
Batch Plant Inspector	\$87.00 /hour
ACI Concrete Technician	\$86.00 /hour
Pull Torque Testing Technician	\$86.00 /hour
Coring Technician	\$86.00 /hour
Public Works Inspector	\$87.00 /hour
Special Inspector (ICC)	\$87.00 /hour
Special Inspector Coatings (NACE)	\$100.00 /hour
Special Inspector DSA Masonry	\$87.00 /hour
Special Inspector Wood Construction	\$100.00 /hour
AWS Certified Welding Inspector – Field	\$87.00 /hour
AWS Certified Welding Inspector – Shop	\$87.00 /hour
Non-Destructive Testing ASNT Level II	\$90.00 /hour
Non-Destructive Testing ASNT Level III	\$150.00 /hour
Radiographic Testing Crew	\$250.00 /hour
Inspector of Record DSA Class I	\$110.00 /hour
Inspector of Record DSA Class I	\$90.00 /hour
Building Inspector	\$95.00 /hour
Mechanical / Electrical Inspector	\$98.00 /hour
Project Inspector (IOR)	\$95.00 /hour
Qualified SWPPP Practitioner	\$115.00 /hour
SWPPP Inspector	\$90.00 /hour
Field Supervisor	\$110.00 /hour
Pick-up and Delivery of Test Specimens	\$55.00 /hour

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$320.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$375.00 /hour
Portable Drilling Equipment with Operator	\$395.00 /hour
Bucket Auger Drill Rig with Operator	\$450.00 /hour
Air Rotary Drill Rig with Operator	\$475.00 /hour
Rotary Wash Drill Rig with Operator	\$475.00 /hour
Dutch Cone / Drilling Equipment Mobilization	\$600.00 /each
Mobile Laboratory	\$500.00 /day
Diamond Bit Core Rig and Generator	\$130.00 /hour
Field Truck with Equipment	\$30.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$15.00 /day
Ultrasonic Test Unit and Consumables	\$25.00 /day
Magnetic Particle Test Unit	\$15.00 /day
Skidmore	\$30.00 /day
Schmidt Hammer	\$20.00 /day
Torque Wrench	\$20.00 /day
Proof Load Testing Equipment	\$45.00 /day
Ground Penetrating Radar	\$1,000.00 /day

Schedule of Fees

Inertial Profiler	\$1,800.00 /day
ASTM C1028 Coefficient of Friction	\$400.00 /day
Mini Environmental Quality Meter	\$300.00 /day
Slab Moisture Test Kit	\$50.00 /each
Profilograph with Data Recorder	\$265.00 /hour
pH.Meter	\$10.00 /day

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$190.00 /each
ASTM C40 Organic Impurities in Fine Agg	\$50.00 /each
ASTM D4791 Flat & Elongated Particles	\$225.00 /each
ASTM D5821 Percent Fractured Particles	\$100.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$6.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$125.00 /each
ASTM C117 Materials Finer than No. 200	\$75.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$350.00 /each
ASTM D2419 Sand Equivalent Value	\$100.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$135.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$115.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$95.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$400.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$105.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$140.00 /each
ASTM C142 Clay and Friable Particles	\$205.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$135.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$195.00 /each
AASHTO T85 Specific Gravity, Coarse Agg	\$165.00 /each
AASHTO T96 Abrasion, Los Angeles Rattler	\$275.00 /each
AASHTO T27 Sieve Analysis, Combined Agg	\$195.00 /each
AASHTO T27 Sieve Analysis, Fine Agg	\$165.00 /each
AASHTO T27 Sieve Analysis, Coarse Agg	\$150.00 /each
AASHTO T176 Sand Equivalent	\$135.00 /each
AASHTO T335 Crushed Particles	\$165.00 /each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$35.00 /each
ASTM D1188 Core Density Paraffin Coated	\$40.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$195.00 /each
ASTM D6927 Marshall Stability and Flow	\$210.00 /each
ASTM D1561 LTMD Kneading Compactor	\$250.00 /each
ASTM D1560 Hveem Stability	\$235.00 /each
ASTM D1560 Hveem Stability and Density	\$210.00 /each
ASTM D2041 Maximum Theoretical Density	\$150.00 /each
ASTM D6307 Asphalt Content by Ignition	\$150.00 /each
ASTM D6307 Ignition Oven Calibration	\$300.00 /each
ASTM D2172 Asphalt Content by Solvents	\$225.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$175.00 /each
ASTM D5444 Gradation of Extracted Aggregate	\$165.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$150.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$990.00 /each
AASHTO T283 Tensile Strength Ratio	\$800.00 /each
AASHTO T312 Core Density Paraffin Coated	\$55.00 /each
AASHTO T312/T275 LTMD Gyrotory Compactor	\$360.00 /each
AASHTO T308 Asphalt Content by Ignition	\$205.00 /each
AASHTO T308A Ignition Oven Calibration	\$385.00 /each
AASHTO T209 Theoretical Maximum Density	\$215.00 /each

Schedule of Fees

LABORATORY TESTS

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$125.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$23.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$45.00 /each
ASTM C39 Compressive Strength - Core	\$25.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength - Beam	\$85.00 /each
ASTM C39 Gunite Cyl Compression Test	\$35.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$450.00 /each
ASTM C138 Unit Weight of Concrete	\$60.00 /each
ASTM C469 Concrete Modulus of Elasticity	\$225.00 /each
ASTM C495 Oven Dry Density Light Weight Concrete	\$195.00 /each
ASTM C496 Splitting Tensile Strength	\$95.00 /each
ASTM C1140 Shotcrete Panel Test	\$275.00 /each
AASHTO T336 Coefficient of Thermal Expansion	\$500.00 /each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$155.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$135.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$115.00 /each
CT 204 Plasticity Index Atterberg	\$195.00 /each
CT 205 Percentage Crushed Particles	\$135.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$105.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$135.00 /each
CT 208 Apparent Specific Gravity of Fines	\$145.00 /each
CT 209 Specific Gravity of Soils	\$175.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$190.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$400.00 /each
CT 216 California Impact Max Density	\$185.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$45.00 /each
CT 217 Sand Equivalent Value	\$100.00 /each
CT 226 Moisture Content by Oven Drying	\$12.00 /each
CT 227 Cleaness Value	\$235.00 /each
CT 229 Durability Index	\$275.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$125.00 /each
CT 235 Flat and Elongated Particles	\$225.00 /each
CT 301 Resistance R-Value Stabilometer	\$225.00 /each
CT 302 Film Stripping	\$295.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$220.00 /each
CT 305 Swell of Bituminous Mixtures	\$285.00 /each
CT 308 (A) Core Density Paraffin Coated	\$35.00 /each
CT 308 (C) Core Density SSD	\$30.00 /each
CT 308, CT 366 Stability & Density	\$245.00 /each
CT 309 Maximum Theoretical Density	\$175.00 /each
CT 366 Stabilometer Value	\$205.00 /each
CT 370 Moisture Content by Microwave	\$75.00 /each
CT 371 Tensile Strength Ratio	\$1,100.00 /each
CT 379 Asphalt Content Nuclear Gauge	\$175.00 /each
CT 382 Asphalt Content, Correction Factor	\$300.00 /each
CT 382 Asphalt Content by Ignition Oven	\$150.00 /each
CT 417 Soluble Sulfates	\$45.00 /each
CT 422 Chloride Content	\$60.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$600.00 /each
CT 521 Concrete Compressive Strength	\$27.00 /each
CT 523 Conc Flexural Strength - Beam	\$85.00 /each
CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Compnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$95.00 /each

LABORATORY TESTS

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$25.00 /set
ASTM C140 Block Moisture & Absorption	\$20.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$20.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$18.00 /each
ASTM C1019 Grout Prism Compression	\$30.00 /each
ASTM C1314 Masonry Core Cmp Str 8" max dia	\$75.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	\$75.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$110.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$135.00 /each
ASTM C109 Compression Test 2" Cube	\$35.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$205.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$475.00 /each
ASTM D2435 Consolidation	\$175.00 /each
ASTM D2435 Consolidation, with Time Rate	\$200.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$175.00 /each
ASTM D4829 Expansion Index of Soils	\$150.00 /each
ASTM D2166 Unconfined Comp Strength	\$270.00 /each
ASTM D2434 Const Head Permeability Test	\$390.00 /each
ASTM D5333 Hydro-Collapse Potential	\$185.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$165.00 /each
ASTM D854 Specific Gravity of Soils	\$175.00 /each
ASTM D4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$85.00 /each
ASTM D558 Soil Cement Maximum Density	\$210.00 /each
ASTM D1633 Compression Test Soil Cement	\$65.00 /each
ASTM D2937 (n-Place Density, Drive Cylinder	\$10.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$6.00 /each
ASTM D698 Maximum Density Std Effort	\$185.00 /each
ASTM D1557 Max Density Optimum Moisture	\$170.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$75.00 /each
ASTM D4972 pH of Soils	\$60.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$190.00 /each
ASTM D2419 Sand Equivalent	\$75.00 /each
ASTM D422 Sieve Analysis of Soils	\$125.00 /each
ASTM D1140 Materials Finer than #200	\$110.00 /each
AASHTO T100 Specific Gravity of Soils	\$220.00 /each

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$30.00/each
ASTM A370 Rebar Tension #9 to #11	\$35.00/each
ASTM A370 Rebar Tension #14	\$ 50.00/each
ASTM A370 Rebar Tension #18	\$95.00/each
ASTM A370 Tension Test – Structural Steel	\$350.00 /each
ASTM E290 Bend Test Rebar up to #8	\$35.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$45.00/each
ASTM E290 Bend Test Rebar #14	\$ 90.00/each
ASTM E290 Bend Test Rebar # 18	\$135.00/each



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LABORATORY TESTS

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$55.00 /each
CT670 Tensile Strength #8 - #11	\$95.00 /each
CT670 Tensile Strength #14	\$110.00 /each
CT670 Tensile Strength #18	\$165.00 /each
CT 52-1-08C Slip Test	\$165.00 /each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$385.00 /each
CT670 Op Qual Ult Butt Splice #9 - #11	\$440.00 /each
CT670 Op Qual Ult Butt Splice #14	\$660.00 /each
CT670 Op Qual Ult Butt Splice #18	\$935.00 /each
CT670 Op Qual Service Splice to #8	\$330.00 /each
CT670 Op Qual Service Splice #9 - #11	\$385.00 /each
CT670 Op Qual Service Splice #14	\$495.00 /each
CT670 Op Qual Service Splice #18	\$660.00 /each

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8 (Service)	\$275.00 /lot
CT670 Production Lot #9 to #11 (Service)	\$330.00 /lot
CT670 Production Lot #14 (Service)	\$440.00 /lot
CT670 Production Lot #18 (Service)	\$600.00 /lot
CT670 Production Lot up to #8 (Ultimate)	\$330.00 /lot
CT670 Production Lot #9 to #11 (Ultimate)	\$385.00 /lot
CT670 Production Lot #14 (Ultimate)	\$605.00 /lot
CT670 Production Lot #18 (Ultimate)	\$825.00 /lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$220.00 /lot
ASTM A370 Headed Bar Tensile #9 to #11	\$275.00 /lot
ASTM A370 Headed Bar Tensile #14	\$420.00 /lot
ASTM A370 Headed Bar Tensile #18	\$550.00 /lot

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$195.00 /each
ASTM A416 Tensile Test Only	\$140.00 /each

Schedule of Fees

LABORATORY TESTS

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Each)	\$55.00 /each
ASTM A370 Tensile Up to 200K lbs (Each)	\$65.00 /each
ASTM A370 Tensile Up to 300K lbs (Each)	\$75.00 /each
ASTM A370 Tensile Up to 400K lbs (Each)	\$125.00 /each
ASTM A370 Tensile Up to 500K lbs (Each)	\$330.00 /each
ASTM A370 Tensile Stress-Strain Percent Offset	\$165.00 /each
AWS Weld: Macrotech	\$85.00 /each
AWS Weld: Fracture	\$55.00 /each
AWS Bend Test	\$55.00 /each
ASTM A370 Rockwell Hardness (Each)	\$85.00 /each
Steel Chemical Analysis	\$165.00 /each
Welding Procedure Review	\$550.00 /each

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$45.00 /each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$65.00 /each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$70.00 /each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$85.00 /each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$75.00 /each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$95.00 /each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$50.00 /each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$75.00 /each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$75.00 /each



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General Charges

RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.

Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:

- o There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
- o Any time less than four (4) hours of work will be billed as four (4) hours.
- o Four (4) to eight (8) hours will be billed as eight (8) hours.

When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.

Rates are valid through June 30, 2018. Rates for personnel will increase by 5% per year on July 1st of each subsequent year.

Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.

Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.

Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.

Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.

A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Per Diem and Travel Charges

An \$100.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Time will be billed at the unit rate while traveling to a remote location or if a location requires an overnight stay

Mileage for travel outside a 50 mile radius from either the project site or the nearest RMA facility whichever is closest, will be charged at a rate of \$0.55 per mile.

Night Work

A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

Attachment 2

Attachment 2

SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description:

I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with Agency Project No. XXXXXXXX.

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

- Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
- Period of Performance: XXXXXXX through XXXXXXX. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule.
- Compensation: Authorized total payments to Consultant for performance of this time-and-materials Task Order shall sum to a total not-to-exceed price of \$ XXXXXXX. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
- Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX
Address: 6075 Kimball Ave, Bldg. X
Chino, California 91708
Telephone: (909) 993-XXXX
Facsimile: (909) XXXXXXX
Email: XXXXXXX@ieua.org

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXX
Project Manager: XXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXX

Telephone:
Facsimile:
Email:

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

- 5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

Inland Empire Utilities Agency:

XXXXXXXXXXXXXXXXXXXX:

Date: _____

Date: _____

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MASTER SERVICES CONTRACT NUMBER: 4600002423
FOR PROVISION OF
CONSTRUCTION INSPECTION AND
SOILS AND MATERIALS TESTING SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2017, 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 interchangeably as "IEUA" and "Agency") and Construction Testing and Engineering, South, Inc., dba CTE South, Inc. with offices in Riverside, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under **this Master Services Contract**.

RECITALS

Whereas the Agency anticipates future need(s) to retain the services of the Consultant to provide inspection, soils and materials testing services on an "as needed" On-call or Task Order assignment basis;

Whereas the Consultant is willing to undertake performance of such as needed "On-call" or Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - a. Amendments to this Master Services Contract No. 4600002423.
 - b. Amendments to Task Order releases under this Master Services Contract.
 - c. Task Order releases under this Master Services Contract.
 - d. Master Services Contract Number 4600002423, General Terms and Conditions.
 - e. Agency's Request for Proposals Number RFP-MB-17-044
 - f. Consultant's Proposal dated August 29, 2017, incorporated herein by reference.

SCOPE OF WORK AND SERVICES: The Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth and requested services on an "on-call" basis and/or by issuance of project-specific task orders for work that falls within the contract term. The firms selected for receipt of master contracts may subsequently and exclusively be bidding against each other on selected individual task-order statements of work released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Consultant shall perform only those work assignments as requested or authorized by Task Orders issued in conjunction with this Contract.

2.

Ordering Provisions and Understandings:

Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within **Attachment 1**, Consultant's Cost Proposal and Fee Schedule, attached hereto, referenced herein, and made a part hereof.

Task Order Price: A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract will be based on **Attachment 2**, Sample Task Order Template.

Task Order Assignment Method:

- a. As the need for work arises, specific Statements of Work will be forwarded to all Consultants in possession of master services contracts for purposes of competitive proposal formulation. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than five [5] working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will

be released, a written notice-to-proceed order will be issued and the Consultant may then begin performance of the Work provided for under the executed Task Order.

- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
 - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM OF CONTRACT AND OPTION: The term of this Contract shall extend from the date of its execution through September 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract. Agency hereby reserves the right to extend two (2) one-year optional extensions to the Contract term.
4. SCHEDULE: The Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
5. INVOICING, PAYMENT DISCOUNT & PAYMENT: The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Project Manager, within forty-five (45) calendar days following receipt of the invoice. Payment will 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.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a Fixed Price Level-of-Effort basis at the rates specified within Appendix A, Schedule of Rates attached hereto, referenced herein, and made a part hereof, up to the **NOT-TO-EXCEED total contract price established at \$1,000,000.00.**

Consultant's invoice must be submitted monthly, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated

hourly rates, dates worked, the types and quantities of testing completed, the current monthly amount due, and the cumulative amount invoiced to date against this Contract. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2017/2017-52.pdf>).

A separate invoice must be submitted for each project, and must reference the Contract Number 4600002421, Project Number, Project Name, request for inspection/testing, certified payroll, and daily reports for the project being billed. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org .

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with **Attachment 1** for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.
7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Task Order-specified 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 for consideration by the Project Manager.
8. FITNESS FOR DUTY:
 - A. Fitness: Consultant's 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. Confined Space Work:

1. Precautions and Programs:

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

b. The Consultants or Consultants and subConsultants or subconsultants 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 Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant or Consultants and all subConsultants or subconsultants 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 Consultant or Consultant 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. Property of Consultant and all subConsultants left on-site shall be governed by **Exhibit C**, which is attached hereto, referenced herein, and made a part hereof. Signed copies shall remain on file with the IEUA Project Manager as part of the project file

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, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

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. 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 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, 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 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

Consultant 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: 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: 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, CA 91709
Via Email: AWitte@ieua.org

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, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Consultant shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Consultant shall inquire for each Task Order issued if work is grant funded.
- F. 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.
- G. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- 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: 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.
- J. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. 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 agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error 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.

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

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

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Consultant to be appointed as Mediator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator 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 Mediator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by an agreement mediator 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. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Consultant.

Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of

software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Consultant at no additional cost to the Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

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

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 Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the

Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: Thomas Gaeto
President
CTE South, Inc.
145 Meridian Parkway, Suite "A"
Riverside, California 92518

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. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. 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.

19. **INTEGRATION:** The Contract Documents represent the entire agreement 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.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement 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.
22. **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, etc.
23. **CHANGES:** The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Consultant.

IN WITNESS WHEREOF, 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)

**CONSTRUCTION TESTING AND
ENGINEERING, SOUTH, INC., DBA CTE
SOUTH, INC.:**

P. Joseph Grindstaff
General Manager

(Date)

Thomas Gaelo
President

(Date)

Attachment 1



Schedule of Fees

Schedule of Fees

While considering our proposal please keep in mind that all of our rates include distribution of reports.

Schedule of Fees and Services		
	Price Per Hour	CA Prevailing
		Wage Rate
PROFESSIONAL ENGINEERING STAFF		
Principal Engineer / Geologist	\$150	\$150
Senior Engineer / Geologist / Architect	\$130	\$130
Licensed Land Surveyor	\$130	\$130
Project Engineer / Geologist / Architect	\$110	\$110
Environmental Consultant / Registered Environmental Assessor	\$100	\$100
Staff Engineer / Geologist / Architect	\$100	\$100
One-Man Survey Crew & Equipment	\$150	\$190
Two-Man Survey Crew & Equipment	\$170	\$230
Three-Man Survey Crew & Equipment	\$210	\$295
Survey Technician	\$85	\$90
QSP Services	\$85	\$90
INSPECTION SERVICES & QUALITY CONTROL		
Pile Driving Inspector / Deep Foundation Inspector	\$90	\$100
Mechanical / Electrical / Plumbing Inspector	\$85	\$100
Soil Technician	\$75	\$95
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$70	\$92
Field Technician I (AC)	\$70	\$90
Concrete Technician (AC)	\$70	\$90
Roofing / Waterproofing Inspector	\$85	\$100
Roofing / Waterproofing Consultant	QUOTE	QUOTE
Inspector of Record / DSA / OSHPD Inspector	QUOTE	QUOTE
Quality Control Representative	QUOTE	QUOTE
Submittal Reviewer	QUOTE	QUOTE
QC Plan Preparation	QUOTE	QUOTE
NON-DESTRUCTIVE TESTING SERVICES		
Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye penetrate)	\$80	\$100
Metallic Surface Coatings (Paint or Luminescent Fireproofing)	QUOTE	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE	QUOTE
SPECIAL SERVICES		
Vertical Coring / Sawing Operator & Equipment (Horizontal extra)	\$110	\$110
Floor Flatness Testing	\$110	\$110
Mobilization / Demobilization - flat rate	\$100	\$100
Reinforcing Steel Location	\$90	\$90
Anchor Pull Tests - up to 30 tons	\$75	\$97
Batch Plant Inspector	\$75	\$97
Procedure Qualification per AWS, ASME or Military Standards	QUOTE	QUOTE
SUPPORT SERVICES		
Certificate of Completion	\$250	
Draftsman	\$90	
Express Mail (FEDEX/UPS) (minimum)	\$40	
Facsimile (each page)	\$1	
File Search, re-issue of report, copies (minimum)	\$90	
Pickup/Delivery (50 mile radius of CTE office)	\$90	
Administration/Certified Payroll/Word Processing/Secretarial (per hour)	\$65	
Sample Pick-up	\$90 / Hr	
Sample Pick-up (Large)	\$90 / Hr	



Schedule of Fees

Laboratory - Schedule of Fees and Services			
Test Procedure	Price per Specimen	ASTM Designation	Other Method Used
<u>SOILS</u>			
California Bearing Ratio (CBR)	\$360	D1883	—
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$530	D558 / D1633	
Cement Treated Base, Laboratory Compaction (Moisture Density-Each Curve)	\$275	D558	
Cement Treated Base, Sample Fabrication & Compression- Per Point	\$85	D558 / D1633	CTM 312
Chloride Content of Soil	\$70	—	—
Consolidations - Per Point	\$200	D2435	—
Direct Shear Test	\$195 to \$245	D3080	—
Expansion Index	\$150	D4829	UBC 18-2
Hydrometer (Particle Size Analysis)	\$180	D422	—
Laboratory Compaction Test - 4" Mold (Moisture Density-Each Curve)	\$175	D1557 / D698	CTM 216
Laboratory Compaction Test - 6" Mold (Moisture Density-Each Curve)	\$190	D1557 / D698	CTM 216
Laboratory Compaction Test - 4" or 6" Mold Requiring Rock Correction	\$225	D1557 / D4718	
Moisture Content	\$25	D2216	—
Moisture & Density	\$40	D2937	—
No. 200 Sieve Wash	\$60	D1140	—
Plasticity Index / Liquid Limit/Atterburg Limits	\$120	D4318	—
Pemeability Test - Constant Head			
Fine Grained Soil	\$210	D5084	—
Granular Soil	\$350	D2434	—
R - Value (Minimum 3 pts.)	\$240	D2844	CTM 301
Resistivity and pH of Soil	\$150	D4972	CTM 643
Sand Equivalent	\$100	D2419	CTM 217
Shrinkage Limit	\$90	D427	—
Soil Classification w/ Atterburg & Gradation	\$245	D2487	—
Sulfate Content of Soil	\$80	—	—
Organic Content (Organic Burn)	\$65	D2974	
<u>AGGREGATES</u>			
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$220	—	—
Clay Lumps and Friable Particles	\$90	C142	—
Cleanness Value	\$80	—	CTM 227
Crushed Particles, Percent	\$120	—	CTM 205
Durability Index, Coarse Aggregate	\$110	D3744	CTM 229
Durability Index, Fine Aggregate	\$100	D3744	CTM 229
Los Angeles Rattler	\$160	C131 or C535	CTM 211
Organic Impurities in Sand	\$50	C40	—
Sieve Analysis (Gradation), Coarse Aggregate	\$60	C136	—
Sieve Analysis (Gradation), Fine & Coarse Aggregate (Including 200 Wash)	\$80	C136	—
Specific Gravity & Absorption, Fine Aggregate	\$70	C128	—
Specific Gravity & Absorption, Coarse Aggregate	\$60	C127	—
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C88	—
Unit Weight per Cubic Foot, Voids in Aggregate	\$60	C29	—



Schedule of Fees

Laboratory - Schedule of Fees and Services			
Test Procedure	Price per Specimen	ASTM Designation	Other Method Used
<u>ASPHALT CONCRETE</u>			
Asphalt Mix Design	QUOTE	Marshall & Hveem	—
Asphalt Mix Design Review	\$150	—	—
Extraction, % Asphalt (Including Gradation of Extracted Aggregate)	\$200	D6307 / D5444	CTM 382
Extraction, % Asphalt	\$100	D6307	CTM 382
Hveem Stability & Unit Weight	\$160	D1560 / D1561	CTM 304, 308, 366
Marshall Stability, Flow & Unit Weight (Three Specimens)	\$160	D6926 / D6927	—
Maximum Theoretical Unit Weight (Rice Specific Gravity)	\$150	D2041	—
Tensile Strength Ratio (TSR)	\$500	D4867	—
Unit Weight Compacted Sample or Core (Bulk Specific Gravity)	\$60	D2726	CTM 308
<u>CONCRETE</u>			
Compression Tests, 6x12" Cylinder	\$20	C39	—
Compression Tests, 4X8" Cylinder	\$18	C39	—
Compression Tests, Cores - Shotcrete/Gunite Panels, (3 Cut Cores per Panel)	\$175	C42 / C1604	—
Compression Tests, Core - Shotcrete/Concrete/Gunite (Includes Sample Preparation)	\$60	C42 / C1604	—
Compression Tests, Lightweight Concrete Fill	\$50	C495	—
Concrete Flexural Test, 6x6x18" Flex Beam	\$80	C78	—
Concrete Mix Design	QUOTE	—	—
Concrete Mix Design (Hourly by Engineer)	QUOTE	—	—
Drying Shrinkage (3 Specimens-28 Days)	\$200	C157 (Mod)	—
Modulus of Elasticity, Static	\$85	C469	—
Splitting Strength Test - Concrete Cylinders	\$90	C496	—
Trial Batch, Includes Mix Design, Aggregate Testing & Six Compression Tests	\$750	—	—
Unit Weight, Lightweight Concrete Fill	\$50	C495	—
<u>MASONRY</u>			
Absorption Test, Brick	\$50	C67	—
Absorption Test, CMU Block	\$60	C140 / C90	—
Compression Test, Brick	\$45	C67	—
Compression Test, Composite Prism (Half Size 8 x 16 x 8")	\$95	C1314	UBC 21-17
Compression Test, Composite Prism (Full Size 8 x 16 x 16")	\$110	C1314	UBC 21-17
Compression Test, CMU Block (Full Size or Coupon)	\$50	C140 / C90	—
Compression Tests, High Strength Grout/Mortar Cube (2x2")	\$25	C109	—
Compression Tests, Grout	\$25	C1019	UBC 21-18
Compression Tests, Mortar, 2x4" cylinder	\$20	C39 / C780	UBC 21-16
Conformance Package	\$400	C90	—
Efflorescence, Block & Brick	\$30	C-90 / C67	—
In-Place Shear Test (per test)	\$80	—	UBC 21-6
Linear Shrinkage	\$100	C426	—
Modulus of Rupture, Brick	\$50	C67	—
Moisture as Received, Brick	\$25	C67	—
Saturation Co-Efficient (Includes Absorption) Brick	\$40	C67	—
Shear Test, Core (Excludes Sample Preparation)	\$100	—	CBC Title 24



Schedule of Fees

Laboratory - Schedule of Fees and Services				
Test Procedure	Price per Specimen		ASTM Designation	Other Method Used
STEEL	(≤7/8" Dia.)	(1-1 1/4")		
High Strength Bolt, DSA Conformance (Bolt=Wedge Tensile, Proof Load=Nut & Bolt)	\$145	\$230	F606 / A325 / A490	—
High Strength Bolt, Bolt - Axial Tensile Strength	\$60	\$60	F606 / A325 / A490	—
High Strength Bolt, Bolt - Wedge Tensile Strength	\$60	\$90	F606 / A325 / A490	—
High Strength Bolt, Bolt - Proof Load	\$50	\$80	F606 / A325 / A490	—
High Strength Bolt, Nut - Proof Load	\$35	\$60	F606 / A563	—
Mechanical Tests, Hardness Test, Rockwell (Includes Nut, Bolt, & Washer)	\$50		E18	—
Prestressed Steel, Tensile Test, Strand (7 wire)	\$145		—	—
Reinforcing Steel, Bend Test - No. 11 Bars & Smaller	\$35		A615 / A706	—
Reinforcing Steel, Bend Test - No.14 Bars	\$50		A615 / A706	—
Reinforcing Steel, Tensile Test - No. 11 Bars & Smaller	\$35		A615 / A706	—
Reinforcing Steel, Tensile Test - No.14 Bars & Larger (To Min. Requirement Only)	\$50		A615 / A706	—
Mechanically Spliced Reinforcing Steel	\$80		—	—
Spray Applied Fireproofing Density Tests				
Oven Dry Method	\$75		E 605	UBC 7-6
Structural Steel, Tensile Test - Up to 200,000 lbs.	\$40		A 370	—
Structural Steel, Bend Test.	\$30		—	—
Structural Steel, Pipe Flattening Test	\$30		—	—
Welded Specimens, Tensile Test - No. 11 Bars & Smaller	\$32		—	—
Welded Specimens, Tensile Test - No. 14 Bars	\$60		—	—
Welded Specimens, Tensile Test - No. 18 Bars (To Min. Require. Only)	\$80		—	—
Welded Specimens, Tensile Testing - Mechanically Spliced Bar	\$80		—	—
ROOFING				
Asbestos Evaluation (per pty)	\$60		—	—
Asphalt Softening Point	\$150		—	—
Roofing Material Analysis, With Surfacing	\$450		D 2829	—
Roofing Material Analysis, Without Surfacing	\$225		D 3617	—
Roofing Tile, Absorption (set of 5)	\$150		—	—
Roofing Tile, Strength Test (set of 5)	\$150		—	—
WELDING CERTIFICATION				
American Welding Society (AWS D1.1)	—		—	—
Limited Thickness Plate (per position)	\$200		—	—
Unlimited Thickness Plate (per position)	\$230		—	—
Pipe (per position)	\$230		—	—
American Welding Society (AWS D1.4)	—		—	—
Bar Sizes #3 through #9 (each)	\$200		—	—
Bar Sizes #10 through #11 (each)	\$230		—	—
Bar Sizes #14 through #18 (each)	\$250		—	—
American Society of Mechanical Engineers (ASME)	—		—	—
Plate or Pipe Procedure Qualification (each)	\$550		—	—
Plate or Pipe Welder Qualification (each)	\$550		—	—
American Welding Society (AWS D1.3)	—		—	—
Light Gauge Metal (includes butt and plug weld)	\$180		—	—
Procedure Qualification per AWS, ASME or Military Standards	QUOTE		—	—
Fillet Weld Test (Break and Etch Test)	\$180		—	—
Fillet Weld Test Plates	\$50		—	—
Ultrasonic Testing of Weld Coupons	\$100		—	—
Witness time, If Required	\$100		—	—

Attachment 2

Attachment 2

SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description:

I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with Agency Project No. XXXXXXXX .

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

1. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
2. Period of Performance: XXXXXX through XXXXXX. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule.
3. Compensation: Authorized total payments to Consultant for performance of this time-and-materials Task Order shall sum to a total not-to-exceed price of \$ XXXXXXXX. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX
Address: 6075 Kimball Ave, Bldg. X
Chino, California 91708
Telephone: (909) 993-XXXX
Facsimile: (909) XXXXXXXX
Email: XXXXXXXX@ieua.org

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXX
Project Manager: XXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXX

Telephone: XXXXXXXXXXXXXXXXXXXX
Facsimile: XXXXXXXXXXXXXXXXXXXX
Email: XXXXXXXXXXXXXXXXXXXX

- 5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

Inland Empire Utilities Agency: XXXXXXXXXXXXXXXXXXXX:

Date: _____ Date: _____

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MASTER SERVICES CONTRACT NUMBER: 4600002422
FOR PROVISION OF
COATING INSPECTION SERVICES

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 interchangeably as "IEUA" and "Agency") and Coating Specialists and Inspection Services, Inc., dba CSI Services, Inc. with offices in Santa Clarita, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas the Agency anticipates future need(s) to retain the services of the Consultant to provide inspection, soils and materials testing services on an "as needed" On-call or Task Order assignment basis;

Whereas the Consultant is willing to undertake performance of such as needed "On-call" or Task Order assignments under which the terms and conditions set forth herein shall apply;

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

1. **ORDER OF PRECEDENCE:** The documents referenced below constitute the Contract Documents and are each hereby incorporated herein. In the event of any conflicts or inconsistencies between any of the Contract Documents, the governing order of precedence shall be as follows:
 - a. Amendments to this Master Services Contract No. 4600002422.
 - b. Amendments to Task Order releases under this Master Services Contract.
 - c. Task Order releases under this Master Services Contract.
 - d. Master Services Contract Number 4600002422, General Terms and Conditions.
 - e. Agency's Request for Proposals Number RFP-MB-17-044
 - f. Consultant's Proposal dated August 29, 2017, incorporated herein by reference.

SCOPE OF WORK AND SERVICES: The Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to as the "Work") as set forth and requested services on an "on-call" basis and/or by issuance of project-specific task orders for work that falls within the contract term. The firms selected for receipt of master contracts may subsequently and exclusively be bidding against each other on selected individual task-order statements of work released under this Master Services Contract, including exhibits and amendments hereto. The Work shall be carried out in accordance with the Contract Documents in a diligent and workman-like manner, utilizing qualified personnel and good and sufficient materials and equipment. Further, the Consultant shall perform only those work assignments as requested or authorized by Task Orders issued in conjunction with this Contract.

2.

Ordering Provisions and Understandings:

Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the scope of work, price, and term of any specific Task Order. However, both parties agree that the various proposed labor and expense rates used to develop each Task Order's price will be consistent with those specified within **Attachment 1**, Consultant's Cost Proposal and Fee Schedule, attached hereto, referenced herein, and made a part hereof.

Task Order Price: A firm fixed price or not-to-exceed price for each Task Order will be addressed and authorized via the content of each specific Task Order.

Task Order Format: Each Task Order issued under this Master Services Contract will be based on **Attachment 2**, Sample Task Order Template.

Task Order Assignment Method:

- a. As the need for work arises, specific Statements of Work will be forwarded to all Consultants in possession of master services contracts for purposes of competitive proposal formulation. If the Consultant desires to propose for award of the work, the Consultant shall respond no-later-than the specified proposal submittal date/time, (which shall be not less than five [5] working days after solicitation issuance) with submittal of a price and technical proposal (if applicable) to perform the requested services. This proposal will be reviewed and, if selected by the Agency, negotiated (if required) to develop mutually-agreed-upon Task Order content and price. Each Task Order will designate a specific scope of work, schedule, firm-fixed or not-to-exceed compensation, and other specifications and terms particular to the Work. Upon agreement and execution by both parties, the Task Order will be released, a written notice-to-proceed order will be issued and the

Consultant may then begin performance of the Work provided for under the executed Task Order.

- b. There is neither a maximum nor minimum number of Task Orders that may be issued under this Contract. Further, there is no guarantee that any Task Orders will be released against this Contract. Conversely, multiple Task Orders may be issued requiring work in support of concurrent projects.
 - c. Any Task Order executed during the term of this Contract, and not completed within the term of this Contract, shall nevertheless be completed within the time specified in the Task Order. This Contract shall govern the rights and obligations of the parties with respect to that Task Order to the same extent as if it were being completed within the Contract's term.
 - d. Each Task Order executed hereunder, including any changes to or terminations of such Task Orders, shall be automatically incorporated into this Contract, and therefore shall be subject to the terms and conditions of this Contract.
3. TERM OF CONTRACT AND OPTION: The term of this Contract shall extend from the date of its execution through September 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract. Agency hereby reserves the right to extend two (2) one-year optional extensions to the Contract term.
 4. SCHEDULE: The Consultant shall complete the Work specified by each Task Order in accordance with the schedule established within said Task Order. All Work shall be fully finished no later than the date specified in said Task Order, unless terminated sooner or extended as provided for herein.
 5. INVOICING, COMPENSATION & PAYMENT: The Agency shall pay Consultant's properly executed invoices, subsequent to approval by the Project Manager, within forty-five (45) calendar days following receipt of the invoice. Payment will 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.

As compensation for work performed under this Contract, Agency shall pay Consultant, on a Fixed Price Level-of-Effort basis at the rates specified within Appendix A, Schedule of Rates attached hereto, referenced herein, and made a part hereof, up to the **NOT-TO-EXCEED total contract price established at \$300,000.00.**

Consultant's invoice must be submitted monthly, and shall include a breakdown by items completed, all associated labor categories provided, labor hours supplied and associated hourly rates, dates worked, the types and quantities of testing completed, the current

monthly amount due, and the cumulative amount invoiced to date against this Contract. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.

Consultant shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2017/2017-52.pdf>).

A separate invoice must be submitted for each project, and must reference the Contract Number 4600002422, Project Number, Project Name, request for inspection/testing, certified payroll, and daily reports for the project being billed. All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org .

6. **COMPENSATION AND CHANGES:** As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant in accordance with **Attachment 1** for time and materials task orders or, alternately, the established lump-sum or fixed price milestones in the case of firm fixed price Task Orders. Any additional services/costs must be approved in advance by the Agency's Contract Administrator and a subsequent Task Order, or Task Order Change Order, for the additional work must be issued and bi-laterally executed.

7. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the Task Order-specified 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 for consideration by the Project Manager.

8. **FITNESS FOR DUTY:**

A. **Fitness:** Consultant's 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. Confined Space Work:

1. Precautions and Programs:

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

b. The Consultants or Consultants and subConsultants or subconsultants 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 Consultant shall be subject to liquidated damages as provided in the Contract.

c. The Consultant or Consultants and all subConsultants or subconsultants 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 Consultant or Consultant 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. Property of Consultant and all subConsultants left on-site shall be governed by **Exhibit C**, which is attached hereto, referenced herein, and made a part hereof. Signed copies shall remain on file with the IEUA Project Manager as part of the project file

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, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

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. 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 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, 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 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**

Consultant 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: 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: 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, CA 91709
Via Email: AWitte@ieua.org

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, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontracted Services: Any subcontracts for the performance of any services under this Contract shall be subject to the prior written approval of the Project Manager.
- E. Grant Funded Projects: The Consultant shall be responsible to comply with all grant requirements specified within any Task Order assignments. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Records Retention and Public Access to Records, and Compliance Review. Consultant shall inquire for each Task Order issued if work is grant funded.
- F. 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.
- G. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
- 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: 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.
- J. Non-Conforming Work: Consultant represents that the Work and Documentation shall meet the standard of care of Consultant's profession. 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 agreed-to errors in the Work or Documentation, regardless of whether any such errors are brought to the attention

of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error 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.

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

3. In the event of mediation, the parties hereto agree that there shall be a single neutral Mediator who shall be selected in the following manner:
 - a. The Demand for a Mediator shall include a list of five names of persons acceptable to the Consultant to be appointed as Mediator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Mediator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Mediator 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 Mediator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by an agreement mediator 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. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency. Any reuse of such documents for other than the specific purpose, intended as stated herein, shall be at the sole risk of the user, and without liability or legal exposure to the Consultant.

Notwithstanding any provision to the contrary contained in this Contract, Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days of receipt, after which the Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty days will be corrected by the Consultant at no additional cost to the Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the Agency. The original hard copy of the documents containing the professional engineer's seal shall take precedence over the electronic documents.

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

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 Contract Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from

any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

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

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

Agency: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: Patrick Sweeney
General Manager
CSI Services, Inc.
28477 Hidden Hills Drive
Santa Clarita, California 91390

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. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultants' records related to the work assigned by subsequent Task Orders. 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.

19. **INTEGRATION:** The Contract Documents represent the entire agreement 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.
20. **GOVERNING LAW:** This Agreement is to be governed by and constructed in accordance with the laws of the State of California.
21. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement 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.
22. **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, etc.
23. **CHANGES:** The Agency may, at any time, make changes to a given Task Order's Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Change Order issued by the Agency and executed by both Parties. The Task Order Change Order will, if warranted, convey any associated change to the established Task Order price and/or performance schedule.
24. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until an associated Task Order has bi-laterally executed and issued to the Consultant.

IN WITNESS WHEREOF, 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)

CSI SERVICES, INC.:

P. Joseph Grindstaff
General Manager

(Date)



Patrick Sweeney
General Manager

Sept. 27, 2017
(Date)

Attachment 1



Fee Schedule

CSI Services, Inc. (CSI) proposes to provide coating inspection services using a NACE Level III certified inspector on a time and materials basis in accordance with our standard terms and conditions. We understand that this project requires prevailing wage payments, and we intend on paying the prevailing wage rates approved by the California DIR for coating inspectors.

The per day fee below includes travel time, time onsite, and report preparation. Our fees to complete the above Scope of Services follow:

Rates

Project Manager (office)	No Charge
 Coating Inspector	
Straight Time (4 hour minimum)	\$ 95.00/hour
Overtime (1.5x OT, Hrs over 8 and less than 12 per day).....	\$ 105.75/hour

Expenses

No foreseen expenses will be charged.

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Offerors shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated three (3) year (October 1, 2017 through August 31, 2020) contract performance period (other than prevailing wage classifications, which shall be paid in accordance with the current year prevailing wage determination as made by the Department of Industrial Relations (DIR)), and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required soils / materials testing and related services.

DESCRIPTION PROPOSED UNIT RATE

1. AGGREGATE

- | | |
|--|---------------|
| a. Moisture Content | \$ <u>N/A</u> |
| b. Organic Impurities | \$ _____ |
| c. Percent Clay in Sands by Hydrometer | \$ _____ |
| d. Sieve analysis – Fine and Coarse Including Wash | \$ _____ |
| e. Sieve Analysis – Coarse (Retained on No. 4) | \$ _____ |
| f. Sieve Analysis – Fine (Passing No. 4) | \$ _____ |

2. ASPHALT TESTING

- | | |
|--|----------|
| a. Maximum Density of Mix by Marshall Method (pre-mixed) | \$ _____ |
| b. Maximum Density of Mix by Hveem Method (pre-mixed) | \$ _____ |
| c. Marshall Stability and Flow (pre-compacted) | \$ _____ |
| d. Marshall Stability and Flow (lab compacted) | \$ _____ |
| e. Maximum Theoretical Specific Gravity – Rice Test | \$ _____ |

3. CONCRETE

- | | |
|---|----------|
| a. Concrete Cylinder Cured and/or Compression Tested | \$ _____ |
| b. Cylinder Molds - 6" x 12" (No Charge if Tested) | \$ _____ |
| c. Compression Tests on Cores - 8" maximum diameter (included trimming) | \$ _____ |
| d. Concrete Mix Design Review – Calculation Only | \$ _____ |

4. MASONRY

- | | |
|--|----------|
| a. Compression Test – Masonry Unit | \$ _____ |
| b. Compression Test – Masonry Assemblage
(8 x 8 x 16 inch prism or smaller) | \$ _____ |
| c. Compression Test – Mortar Specimens (2 x 4 cylinder) | \$ _____ |
| d. Block, 24 hour Absorption | \$ _____ |

- e. Brick, 24 hour Absorption \$ N/A
- 5. REINFORCING STEEL
 - a. Tension – No. 8 or Smaller \$ _____
 - b. Tension – No. 11 or Smaller \$ _____
 - c. Tension – No. 18 or Smaller \$ _____
- 6. STRUCTURAL STEEL
 - a. Tension – Coupons \$ _____
- 7. SOILS
 - a. Consolidation (no time rates) \$ _____
 - b. Consolidation (with one time rate) \$ _____
 - c. Expansion Index (UBC Standard 29-2) \$ _____
 - d. Direct Shear \$ _____
 - e. R-Value (CAL 301) \$ _____
 - f. Sand Equivalent (CAL 217) \$ _____
 - g. Mechanical Sieve Analysis with wash \$ _____
 - h. Coarse Fraction Sieve Analysis (Retained on No. 4) \$ _____
 - i. Fine Fraction Sieve Analysis including wash (Passing No. 4) \$ _____
 - j. Maximum Density – Optimum Moisture (ASTM D1557) \$ _____
 - k. Lab Density and Moisture Determinations \$ _____

HOURLY RATE [Prevailing wage rates shall be paid for applicable classifications and shall adjust in accordance with DIR determinations]

- 8. ENGINEERING OFFICE
 - a. Data Entry \$ N/A
 - b. Draftsman \$ _____
 - c. Principal Civil Engineer \$ _____
 - d. Principal Engineering Geologist \$ _____
 - e. Project Engineer \$ _____
 - f. Project Engineer Geologist \$ _____
 - g. Secretarial \$ _____
 - h. Staff Engineer \$ _____
 - i. Staff Geologist \$ _____
- 9. INSPECTOR – TECHNICIAN
 - a. Special Inspector – Pre-Stressed Concrete (ICC) \$ _____
 - b. Special Inspector – Reinforced Concrete (ICC) \$ _____

c. Special Inspector – Concrete Batch Plant	\$ <u>N/A</u>
d. Special Inspector – High Strength Bolts (ICC)	\$ _____
e. Special Inspector – Masonry (ICC)	\$ _____
f. Special Inspector – Structural Steel Fabrication (ICC)	\$ _____
g. Special Inspector – Welding (AWS-CWI)	\$ _____
h. Special Inspector – Fireproofing (ICC)	\$ _____
i. Special Inspector – Timber	\$ _____
j. Anchors – Pull Tests	\$ _____
k. Bolt – Torque Tests	\$ _____
l. Liquid Penetrants – Level II	\$ _____
m. Magnetic Particle Technician – Level II	\$ _____
n. Ultrasonic Technician – Level II	\$ _____
o. Ultrasonic Technician – Level III	\$ _____
p. Radiographic Examination	\$ _____
q. Supervising Special Inspector	\$ _____
r. Concrete Technician (ACI)	\$ _____
s. Pick-Up and Delivery of Test Samples	\$ _____
t. Soils Technician	\$ _____
u. Supervising Soils Technician	\$ _____
v. Public Works Inspector – Asphalt Paving	\$ _____
w. Public Works Inspector – Asphalt Plant	\$ _____
x. Public Works Inspector – Concrete Plant	\$ _____
y. Public Works Inspector – Resident Inspection	\$ _____
z. Supervising Public Works Inspector	\$ _____
aa. Coring	\$ <u>1</u>

10. COATINGS INSPECTION

a. NACE International Certified Level II Coatings Inspector(s)	\$ <u>95.00</u>
b. NACE International Certified Level III Coatings Inspector(s)	\$ <u>95.00</u>

(Other: Specify)

Vehicle mileage reimbursement:	\$ <u>0.00</u> / mile [*]
_____	\$ _____
_____	\$ _____

* - FOR WORK WITHIN GREATER LOS ANGELES, RIVERSIDE, SAN BERNARDINO, OR ORANGE COUNTIES

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PROPOSAL SIGNATURE FORM

ALL COMPLETED RATE/FEE SCHEDULES MUST BE ACCOMPANIED BY THIS COMPLETE, SIGNED FORM

Each Offeror shall indicate the availability and the magnitude of any discount related to prompt payment of any or all invoices (i.e. if Net 10, then 2% discount).

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

If Net 30, then 0 % discount

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 EXECUTE A CONTRACT OF SIMILAR TO THAT DISPLAYED UNDER ATTACHMENT D.

Offeror has thoroughly read this RFP and agrees to all the terms and conditions stipulated herein, except as stated within the "EXCEPTIONS FORM" submitted with Offeror's proposal.

<u>Patrick Sweeney</u> Offeror's Signature	<u>CSE SERVICES, INC</u> Company Name
<u>PATRICK SWEENEY</u> Printed Name	<u>1000010187 DIR</u> Business License Number
<u>GENERAL MANAGER</u> Title	<u>AUGUST 28, 2017</u> Date



P. O. Box 801357
Santa Clarita, CA 91380
Toll Free: 877.274.2422
www.CSIServices.biz

Providing Quality Technical Services to the Coating Industry

Via hand delivery

August 27, 2017

Mia Beltran
Contracts Administrator II
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708

Subject: Proposal 1970 - Coating Inspection Proposal

**Re: Soil/Material Testing & Construction/Coating Inspection Services
Inland Empire Utilities Agency (RFP-MB-17-044)**


Dear Ms. Beltran:

CSI Services, Inc. (CSI) is pleased to submit this proposal to provide Coating Inspection Services in response to the above referenced Request for Proposal. We have provided one (1) original, seven (7) copies, one (1) electronic version on CD. Also included is one sealed envelope with our proposed Fee Schedule.

We believe that we are included in other inspection firm teams, but we are also submitting this proposal as a stand-alone prime to meet the single Coating Inspection noted on Section Two, Q. CSI recently provided Coating Inspection services to IEUA, and our scope has been geared to support various water and wastewater projects application verification projects.

Thank you for this opportunity and should you have any questions or comments, I can be reached through e-mail at psweeney@CSIServices.biz or cell 661-478-8900.

Sincerely,
CSI Services, Inc.


Patrick Sweeney
Project Manager

Hawaiian Office: PO Box 671 Aiea, HI 96701
Northern California Office: PO Box 371, Sonoma, CA 95467
Coating Specialists and Inspection Services, Inc.

Consulting

Evaluations

Tank Diving

Inspection

Attachment 2

Attachment 2

SAMPLE TASK ORDER

Date: XXXXXXXXXXXX

Task Order Number: XXX

Consultant: XXXXXXXXXXXX

Contract Number: 460000XXXX

Project / Task Description:

I. RECITALS

This Task Order is issued for the procurement of services needed in conjunction with Agency Project No. XXXXXXXX .

Agency and Consultant previously entered into Master Services Contract No. 460000XXXX. Except as otherwise specified herein, all terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

1. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the attached Statement of Work.
2. Period of Performance: XXXXXX through XXXXXX. All work is to be performed in a timely manner and in accordance with the Project Manager's schedule.
3. Compensation: Authorized total payments to Consultant for performance of this time-and-materials Task Order shall sum to a total not-to-exceed price of \$ XXXXXXXX. (NOTE: Compensation is based on submitted fees rates included in the Master Services Contract.)
4. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this Task Order on behalf of the respective Parties.

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

Project Manager: XXXXXXXXXXXXXXXX
Address: 6075 Kimball Ave, Bldg. X
Chino, California 91708

Telephone: (909) 993-XXXX
Facsimile: (909) XXXXXXXX
Email: XXXXXXXX@ieua.org

CONSULTANT ASSIGNMENT: Special inquiries related to this Agreement and the effects of this Agreement shall be referred to the following:

Consultant: XXXXXXXXXXXXXXXXXXXX
Project Manager: XXXXXXXXXXXXXXXXXXXX
Address: XXXXXXXXXXXXXXXXXXXX

Telephone:
Facsimile:
Email:

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

5. Task Order Modifications: No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

Inland Empire Utilities Agency:

XXXXXXXXXXXXXXXXXXXX:

Date: _____

Date: _____

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**ACTION
ITEM
1D**

Date: October 18, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources

10/11/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-1 Mechanical Restoration and Improvements Consultant Contract Award

Executive Summary:

Regional Water Recycling Plant No.1 (RP-1) utilizes the method of conventional activated sludge to treat wastewater in three parallel secondary treatment systems. The primary goal of the project is to replace major pieces of mechanical equipment and their appurtenances, which are at the end of their useful life. All the return activated sludge (RAS) pumps, waste activated sludge (WAS) pumps, scum pumps, associated piping, valves, and flow meters in the RAS pump station buildings will be replaced in this project.

Four design consultants responded to the project solicitation and were evaluated to determine which proposal offered the best value to IEUA. A selection committee determined that Stantec Consulting Services Inc., provided the best value for this project. Stantec has the technical experience and responsiveness to make this project a success. Stantec's fee proposal is within the project budget and was determined to be comprehensive and reasonable.

Staff's Recommendation:

1. Award a consultant contract for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Stantec Consulting Services Inc., for the not-to-exceed amount of \$459,024; and
2. Authorize the General Manager to execute the consultant contract subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

EN17082.00/RP-1 Mechanical Restoration and Improvements Project

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-1 Mechanical Restoration and Improvements Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Consultant Contract

Background

Subject: RP-1 Mechanical Restoration and Improvements Consultant Contract Award

Regional Water Recycling Plant No.1 (RP-1) utilizes the method of conventional activated sludge to treat wastewater in three parallel secondary treatment systems. The primary goal of the project is to replace major pieces of mechanical equipment and their appurtenances, which are at the end of their useful life. All the return activated sludge (RAS) pumps, waste activated sludge (WAS) pumps, scum pumps, associated piping, valves, and flow meters in the RAS pump station building will be replaced in this project. A portion of the digester transfer sludge pumps and thickened sludge pumps will also be evaluated and upgraded to reduce excessive maintenance due to the pumps plugging with material. Another notable project goal will include replacing the remaining RAS and WAS inefficient pump motor drives with modern premium efficiency motors.

On August 14, 2017, IEUA advertised the request for proposal on *PlanetBids*. All four consultants participated in the pre-proposal meeting on August 29, 2017. On September 14, 2017, the following proposals were received:

Consultant's Name
Stantec Consulting Services Inc
GHD
Lee & Ro, Inc.
Civiltec Engineering, Inc.

The proposals were reviewed by a selection committee consisting of IEUA staff from Engineering and Construction Management, Operations and Maintenance, and Contracts and Procurement. The proposals were evaluated based on project team qualifications and experience, understanding of the project scope, ability to meet the project schedule, and intrinsic knowledge of pump station design. Based on these criteria, the committee determined that Stantec Consulting Services Inc., provided the best value to IEUA for this project. Stantec has the technical experience, qualifications, and responsiveness to make this project a success.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$688,536
Design Consultant (10%) (this action)	\$459,024
IEUA Design Services (5%)	\$229,512
Construction Services	\$ 693,743
Engineering Services During Construction (8%)	\$340,849
IEUA Construction Services (4.5%)	\$231,727
Construction Services Contingency (10%)	\$121,167
Construction	\$ 4,260,608
Construction	\$3,873,280
Contingency (10%)	\$387,328
Total Project Cost	\$5,642,887
Total Project Budget	\$ 1,515,000

The following is the project schedule:

Project Milestone	Date
Design	
Consultant Contract Award (this action)	October 2017
Design Completion	May 2018
Construction	
Construction Contract Award	September 2018
Construction Completion	December 2019

Fiscal Impact:

If approved, the design services contract for the RP-1 Mechanical Improvements Project, Project No. EN17082, in the amount of \$459,024, will be within the total project budget of \$1,515,000 in the Regional Wastewater Operations and Maintenance (10800) Fund. An anticipated amount of \$270,000 will be spent in FY 2017/18, with the remaining contract value to be spent in FY 2018/19. The current project budget will cover all project development and design services. If the project scope and priority remains consistent with the approved Project Charter, staff will request additional funding through the FY 2018/19 TYCIP for the construction contract.

RP1 Mechanical Restoration & Improvements Consultant Contract Award Project No. EN17082



Project Location



Project Background

- Secondary Treatment Systems
 - Equipment at the end of useful life
 - RAS Pump Station Buildings
 - System A and B constructed in 1978
 - System C constructed in 1991
- Solids Treatment Systems
 - Clogging issue in the sludge pumps
 - Digester transfer and thickening pumps
 - High maintenance and low reliability



RAS Pump Station Building



RAS Pump at End of Useful Life

Project Scope

- RAS Pump Station Buildings
 - Replace all activated sludge pumps, scum pumps, and appurtenances
 - Upgrade remaining inefficient motor drives
 - Replace old electric cabinets with new systems
 - Rehabilitate restroom, roof, and entrance doors
- Solids Treatment Systems
 - Install grinders on sludge transfer pumps
 - Evaluate alternative types of non-clog pumps



RAS Pump Equipment and Appurtenances



Digester Transfer Sludge Pump Clogging

Consultant Selection

- Evaluation and Selection Committee
 - Engineering and Construction Management Department; Operations and Maintenance; Contracts and Procurement
- Four Proposals Received on September 14, 2017

Proposals Received
Stantec Consulting Services Inc.
GHD
Lee & Ro, Inc.
Civiltec Engineering, Inc.

- Justification for unanimously selecting Stantec Consulting Services Inc.
 - Success in similar past projects
 - Comprehensive understanding of project scope and expectation

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$688,536
Consultant Design Contract	\$459,024
IEUA Design Services (5%)	\$229,512
Construction Services	\$693,743
Engineering Services During Construction (8%)	\$340,849
IEUA Construction Services (4.5%)	\$231,727
Construction Services Contingency (10%)	\$121,167
Construction	\$4,260,608
Construction (estimate)	\$3,873,280
Contingency (10%)	\$387,328
Total Project Cost:	\$5,642,887
Total Project Budget:	\$1,515,000

Project Milestone	Date
Design	
Consultant Design Contract Award	October 2017
Design Completion	May 2018
Construction	
Construction Contract Award	September 2018
Construction Completion	December 2019

Recommendation

- Award a consultant contract for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Stantec Consulting Services Inc., for the not-to-exceed amount of \$459,024; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The RP-1 Mechanical Restoration and Improvements Project is consistent with IEUA's **Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



CONTRACT NUMBER: 4600002418
FOR
RP-1 MECHANICAL RESTORATION
AND IMPROVEMENTS, PROJECT NO. EN17082

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2017, 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 interchangeably as "IEUA" and "Agency") and Stantec Consulting Services Inc. with offices located in Irvine, California and Denver, Colorado (hereinafter referred to as "Consultant"), for professional design services in support of the RP-1 Mechanical Restoration and Improvements Project No. EN17082.

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: John Scherck, Senior Project Manager
Address: 6075 Kimball Avenue, Building "B"
Chino, California 91708
Telephone: (909) 993-1547
Facsimile: (909) 993-1982
Email: jscherck@ieua.org

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

Consultant: Jeff Dunn, P.E., Project Manager
Address: 38 Technology Drive, Suite 100
Irvine, CA 92618-5312
Telephone: (949) 923-6974
Facsimile: (949) 923-6121
Email: jeff.dunn@stantec.com

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

A. Amendments to Contract Number 4600002418

- B. Contract Number 4600002418 General Terms and Conditions.
- C. Project Manager's Request for Proposal (RFP) RFP-RW-17-012, incorporated by reference.
- D. Consultant's Proposal dated September 14, 2017, incorporated by reference.

4. **SCOPE OF WORK AND SERVICES:** Consultant's services and responsibilities shall be in accordance with Project Manager's RFP and Consultant's proposal, which are both incorporated by reference.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on December 31, 2020 unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay Consultant's once-monthly, properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Invoices shall include the name of assigned personnel, fully-burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002418 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org. Should Consultant engage in any public works activity in excess of \$1,000.00 in billing value, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

In compensation for the work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of **\$459,024.00** for all services provided in accordance with **Attachment 1, less optional services**, referenced herein, attached hereto, and made a part hereof.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. Any changes shall be made by a written Amendment to the Contract. Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Attachment 2**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal. A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

7. **CONTROL OF THE WORK:** The Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant 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.
4. 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. California Department of Industrial Relations: **For all public works performed in excess of \$1,000.00, SB854 is applicable: 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated under the direction of the IEUA Project Manager or their designee.

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.
 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: Angela Witte
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, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.

E. Grant-Funded Projects: This project is grant-funded. For Federal/State grant/loan-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review. Federal funds have additional requirements. Please reference the flow-down requirements attached hereto and made a part hereof as **Attachment 3**.

F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating

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

G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

H. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

I. Disputes:

(1). All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the

procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

- (2). Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
- (3). In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such

appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. 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.
12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
13. **TITLE AND RISK OF LOSS:**
- A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
- B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

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

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

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

Agency: Warren T. Green
Manager of Contracts
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Consultant: Mr. Robert Reid
Principal-in-Charge
Stantec Consulting Services, Inc.
38 Technology Drive, Suite 100
Irvine, CA 92618

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

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

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure, (e.g., "Confidential," "Proprietary" or "Trade Secret,") 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 termination of the Contract. 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, County of San Bernardino.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
23. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
24. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

STANTEC CONSULTING SERVICES INC.:

P. Joseph Grindstaff
General Manager

(Date)

Robert S. Reid
Principal-in-Charge

(Date)

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Attachment 1



38 Technology Drive, Suite 100
Irvine, CA 92618
P: (949) 923-6000
F: (949) 923-6121

September 14, 2017

Attention

John Scherck, CCM
Inland Empire Utilities Agency
6075 Kimball Ave, Building A
Chino, California, 91708

Reference

Fee Proposal Consulting Engineering Services for the Regional Water Recycling Plant No.1
Mechanical Restoration and Improvements
Project No. EN17082

Dear Mr. Scherck and Selection Committee Members:

We are pleased to provide Inland Empire Utilities Agency (IEUA) with our professional fees in conjunction with our proposal. We've attached our standard rates, reimbursables, and broken down our rates by proposed contract title on the attached table.

At Stantec, we strongly believe that the measurement of value is partially referenced from pricing, but also from credentials and capabilities. Our rates were created with an understanding of this balance.

Thank you again for considering Stantec to provide design services for the Regional Water Recycling Plant No.1 Mechanical Restoration and Improvements project. We look forward to working for you with the assurance that we will commit our best resources for a successful project. If you have any questions or require additional information, please contact our project manager, Jeff Dunn, at the number below.

Robert is an authorized representative able to legally bind our firm to an agreement of this amount.

Sincerely,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "Jeff Dunn".

Jeff Dunn, PE
Project Manager
(949) 923-6974
jeff.dunn@stantec.com

A handwritten signature in blue ink, appearing to read "Robert Reid".

Robert Reid, PE
Principal-in-Charge
(949) 923-6037
robert.reid@stantec.com

Inland Empire Utilities Agency
 RP-1 Mechanical Restoration and Improvements Project No. EN17082
 Proposed Labor Hours and Budget



	LABOR HOURS															TOTAL STANTEC LABOR HOURS	TOTAL STANTEC LABOR FEES	V&A	Other Direct Costs	TOTAL FEES
	Robert Reid, PE, CPA Principal-In-Charge	Jim Cathcart, PE Technical Advisors / QA/QC	Jeff Dunn, PE Project Manager	Ed Pasqua, PE, LEED AP Process-Mechanical Task Lead	Ruoren Yu, PE Mechanical Design Engineer	Civil / Mechanical Designer / CAD	Marty Armanta, PE Electrical/QC Engineer	Shayne McGiboney Controls Engineer	Electrical Designer	Electrical Assistant	Chuck Young Architectural Task Lead	Ray Mansur Survey Manager	Survey Coordinator	Survey Analyst	Two Person Crew					
A. Project Management, Meetings, and Coordination	4		56	16	32		28	20	8		4					168	\$ 30,264			\$ 30,264
B. Environmental Review			4	2												6	\$ 1,198			\$ 1,198
C. Preliminary Design	6	12	23	59	138	86	50	111	100	0	30	8	8	16	32	679	\$ 110,070	\$ 2,100	\$ 1,600	\$ 113,770
C.1 Preparation of Technical Memoranda	4	8	10	24	50	8	0	0	0	0	0	0	0	0	0	104	\$ 16,974	\$ 0	\$ 400	\$ 17,374
TM #1 - RAS/WAS Pump & Seal Type Evaluations	2	2	2	4	8											18	\$ 3,172		\$ 200	\$ 3,372
TM #2 - Mitigating Clogging of Solids Pumping	2	2	2	4	8											18	\$ 3,172		\$ 200	\$ 3,372
C.1.1 RAS/WAS/Scum Pump & Seal Type Evaluations			4	6	12											22	\$ 3,518			\$ 3,518
C.1.2 Selection of Utility Water Pipe Size & Material		2		2	4											8	\$ 1,374			\$ 1,374
C.1.3 Buildings K & E Pump Room Layouts		2	2	8	10	8										30	\$ 4,658			\$ 4,658
C.1.4 Sludge Transfer Pump Type Evaluation					4											4	\$ 540			\$ 540
C.1.5 Solids Grinding Equipment Evaluation					4											4	\$ 540			\$ 540
C.2 Preliminary Design	0	4	9	27	54	76	38	55	84	0	22					369	\$ 56,404	\$ 2,100		\$ 58,504
C.3 Three-Dimensional Scanning Services			2		4							8	8	16	32	70	\$ 14,932		\$ 1,200	\$ 16,132
C.4 Control System Design				2	6		4	40								52	\$ 8,496			\$ 8,496
C.5 Construction Cost Estimate	1		2	4	16	2	4	8	8		8					53	\$ 8,384			\$ 8,384
C.6 Preliminary Design Review Package	1			2	8		4	8	8							31	\$ 4,880			\$ 4,880
D. 50% Final Design	0	24	34	54	96	51	87	106	114	16	27	0	0	0	0	609	\$ 98,312	\$ 2,420	\$ 200	\$ 100,932
D.1 50% Design Workshops			16	16	16		8	8								64	\$ 11,144			\$ 11,144
D.2 50% Construction Drawings and Specifications	0	24	14	34	64	51	75	94	114	16	23					509	\$ 81,364	\$ 2,420	\$ 200	\$ 83,984
D.3 Process Control Narratives				4	8											12	\$ 1,780			\$ 1,780
D.4 50% Design Review Package			4		8		4	4			4					24	\$ 4,024			\$ 4,024
E. 85% Final Design	2	9	23	39	94	89	79	101	133	8	38	0	0	0	0	615	\$ 96,117	\$ 2,420	\$ 700	\$ 99,237
E.1 85% Complete Drawings	0	5	11	31	62	89	59	81	133	0	26					497	\$ 76,385			\$ 76,385
E.2 85% Specifications		4	4	8	16		8	8		8	4					60	\$ 9,804	\$ 2,420		\$ 12,224
E.3 85% Design Review Package	2		8		16		12	12			8					58	\$ 9,928		\$ 700	\$ 10,628
F. 100% and Final Design	4	2	89	36	75	44	76	43	57	8	37	0	0	0	0	471	\$ 78,943	\$ 0	\$ 1,400	\$ 80,343
F.1 100% and Final Design Package	0	2	71	30	59	42	58	43	57	8	27					397	\$ 65,637		\$ 1,000	\$ 66,637
Asset List			6		8						4					18	\$ 3,052			\$ 3,052
Shop Drawing Submittal List			4	2	4	2	8				4					24	\$ 4,160			\$ 4,160
Arc-Flash Study			2				8									10	\$ 1,896			\$ 1,896
Final Design Review Meeting			2	2	2		2									8	\$ 1,412			\$ 1,412
Final Design Package	4		4	2	2						2					14	\$ 2,786		\$ 400	\$ 3,186
G. Programming Scope/Process Control Narratives			2	2	2			56								62	\$ 10,284			\$ 10,284
H. Construction Bid Assistance	0	1	12	14	12	8	24	8	8	0	0	0	0	0	0	87	\$ 14,744	\$ 0	\$ 500	\$ 15,244
Bid Support & Interpretations			4	8	4		8	8								32	\$ 5,580			\$ 5,580
Pre-Bid Meeting			2				8									10	\$ 1,896			\$ 1,896
Pre-Construction Conference			4	4			8									16	\$ 3,020			\$ 3,020
Conformed Plans and Specifications		1	2	2	8	8		8	8							29	\$ 4,248		\$ 500	\$ 4,748
I. Training				16	16		8	8								48	\$ 7,752			\$ 7,752
Total Hours	16	48	243	238	465	278	352	453	420	32	136	8	8	16	32	2,745				
Total Fees	\$ 3,872	\$ 11,616	\$ 51,516	\$ 41,650	\$ 62,775	\$ 34,750	\$ 64,768	\$ 74,745	\$ 60,480	\$ 3,744	\$ 23,800	\$ 1,936	\$ 1,472	\$ 2,400	\$ 8,160		\$ 447,684	\$ 6,940	\$ 4,400	\$ 459,024
OPTIONAL Services - Building E Draining/Access		2	6		16	24							4	6	8	66	\$ 10,592			\$ 10,592
Total Hours with Optional Services	16	50	249	238	481	302	352	453	420	32	136	8	12	22	40	2,811				
Total Fees with Optional Services	\$ 3,872	\$ 12,100	\$ 52,788	\$ 41,650	\$ 64,935	\$ 37,750	\$ 64,768	\$ 74,745	\$ 60,480	\$ 3,744	\$ 23,800	\$ 1,936	\$ 2,208	\$ 3,300	\$ 10,200		\$ 458,276	\$ 6,940	\$ 4,400	\$ 469,616

Attachment 2



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

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

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)		
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 (\$)		
						\$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:

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

PRIOR PAYMENT SUMMARY:

From:	
To:	
Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00
Back Charges	\$0.00
Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

Total Contract	
Total Original Contract	\$0.00
Total Contract Amendments	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Payment this period	\$0.00
Balance of Contract	\$0.00

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	10/9/2014
Contract Duration:	365
Contract Completion Date:	10/9/2015
Authorized Time Extension:	0
Revised Completion Date:	10/9/2015

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	102%
Contract Work Complete:	#DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

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

INFORMATION

ITEM

2A



Date: October 18, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

10/11/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Planning & Environmental Resources Annual Reports (10-Year Growth Forecast, Water Use, and Energy)

Executive Summary:

The Inland Empire Utilities Agency (IEUA) monitors and compiles water use data from each of its retail agencies to track overall water demands and sources of supply. Each year, this data is compiled into an Annual Water Use Report. Data includes monthly water use by retail agency and by source of supply, a five-year history of water use, and retail agency water usage as a percentage of the total water used in the service area. Total water consumption within IEUA's service area for FY 2016/17 is 184,060 AF, a 9% increase from FY 2015/16, however 20% less water than in FY 2013/14.

IEUA's energy consumption, renewable generation performance and savings, and energy efficiency projects are reported in the Annual Energy Report. IEUA on average consumed 73,884 MWh of electricity, of which 16% was generated by its renewable sources.

IEUA working with the Regional Contract member agencies, publishes a ten year forecast on building activity which is subsequently used in budget and rate forecasts. The member agency ten year growth forecast is 55,388 equivalent dwelling units, up from 41,782.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

Budget Impact: N Budgeted (Y/N): N Amendment (Y/N): N Requested Amount:

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

Not Applicable

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - IEUA FY 2016/17 Annual Water Use Report

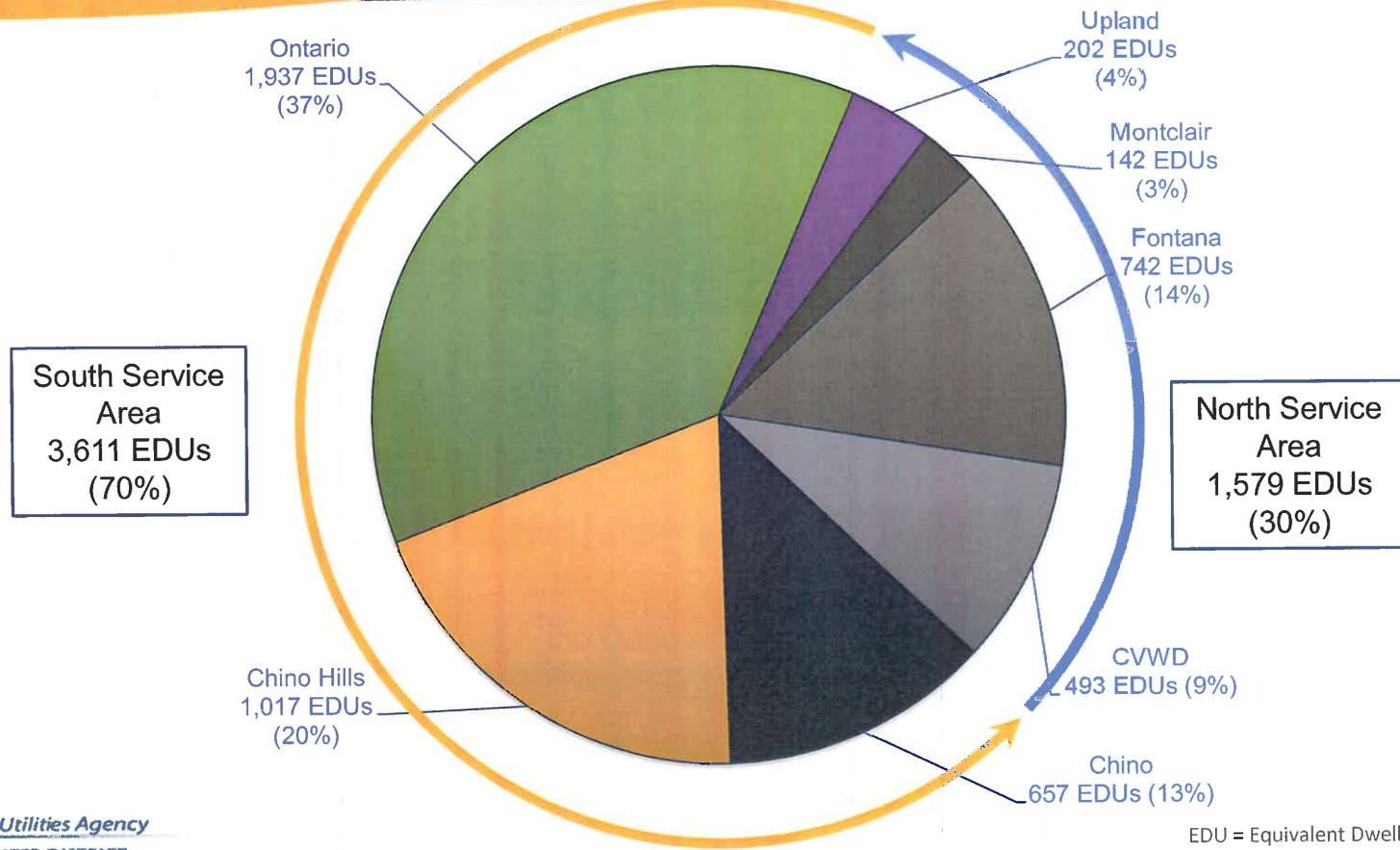
Attachment 3 - IEUA Annual Energy Report FY 2016/17

Planning & Environmental Resources Annual Reports (10-YEAR GROWTH FORECAST, WATER USE, & ENERGY)

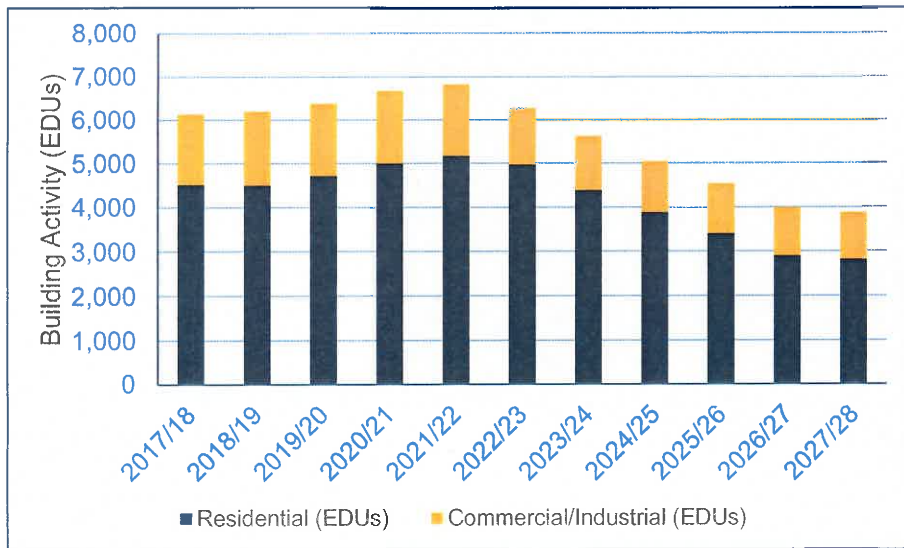


FY16/17 Building Activity

5,189 EDUs Resulted in \$29.9M in CCRA Funding

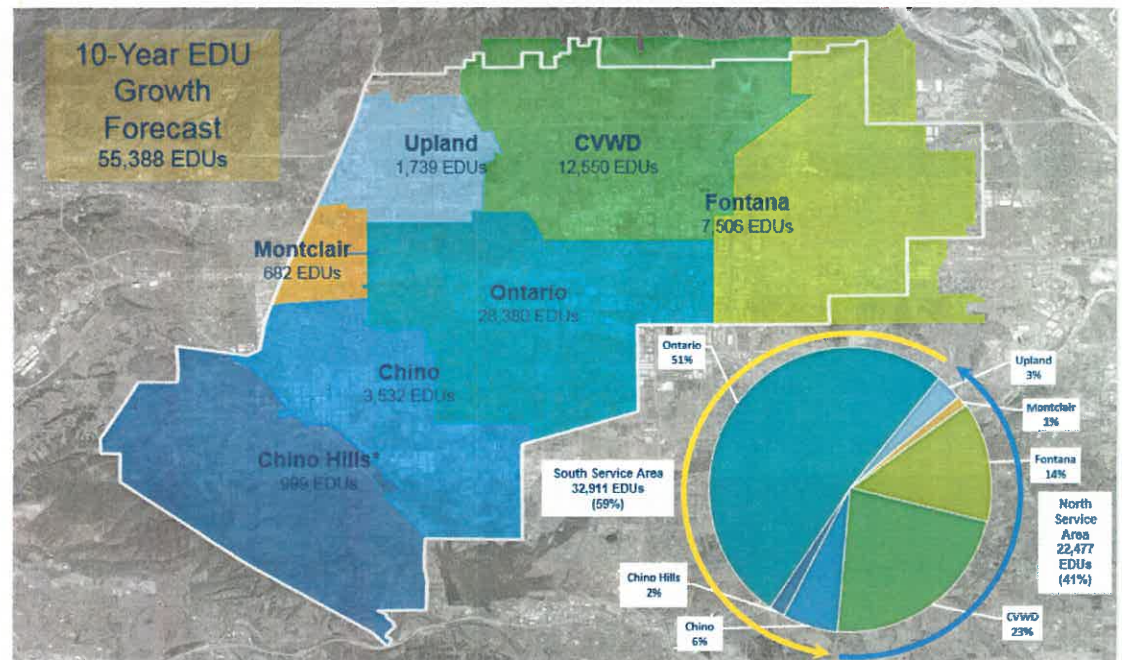


Regional Contracting Agencies EDU Projections

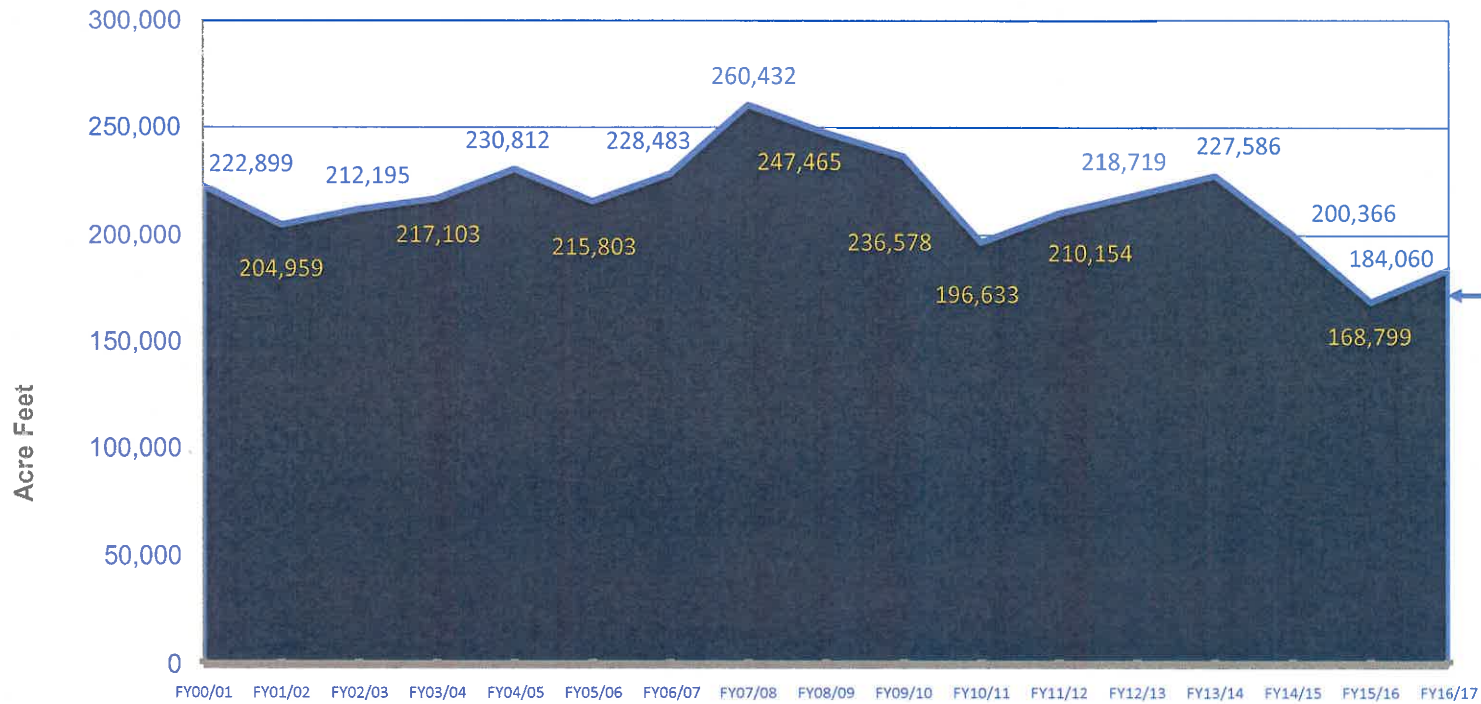


2016 Ten Year Growth Forecast: 41,782 EDU

2017 Ten Year Growth Forecast: 55,388 EDU



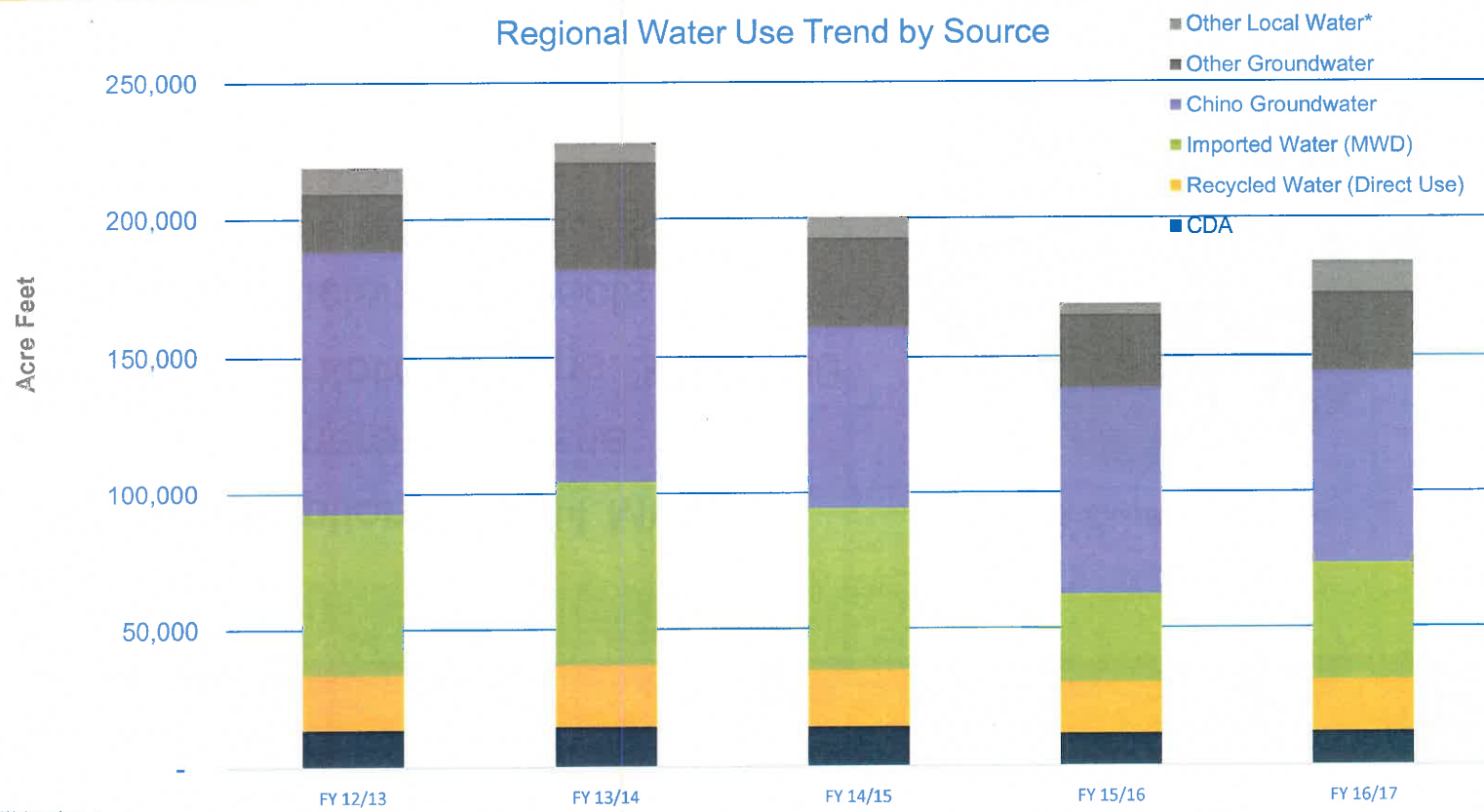
Regional Water Use Trend



- 20% reduction from FY 13/14 usage
- 9% increase from FY15/16

• Note: Total Water Use Data includes imported water, surface water, groundwater, recycled and desalter production. Excludes IEUA groundwater recharge

Regional Water Use Trend By Source



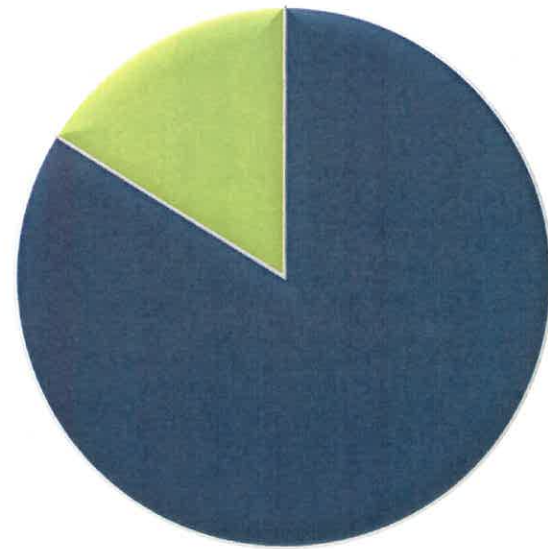
*Water purchased from other local water companies (such as SAWCo or WECWC)



Energy (FY 16/17)

- Agency wide consumption: 73,884 MWh
- Annual renewable generation onsite: 16%
- Annual renewable portfolio savings: \$370,000
- Completed energy efficiency projects
 - Lighting and pump replacements/retrofits
 - Energy savings: 1,185 MWh/year
 - Power reduction: 110 kW
 - Savings \$142,000/year

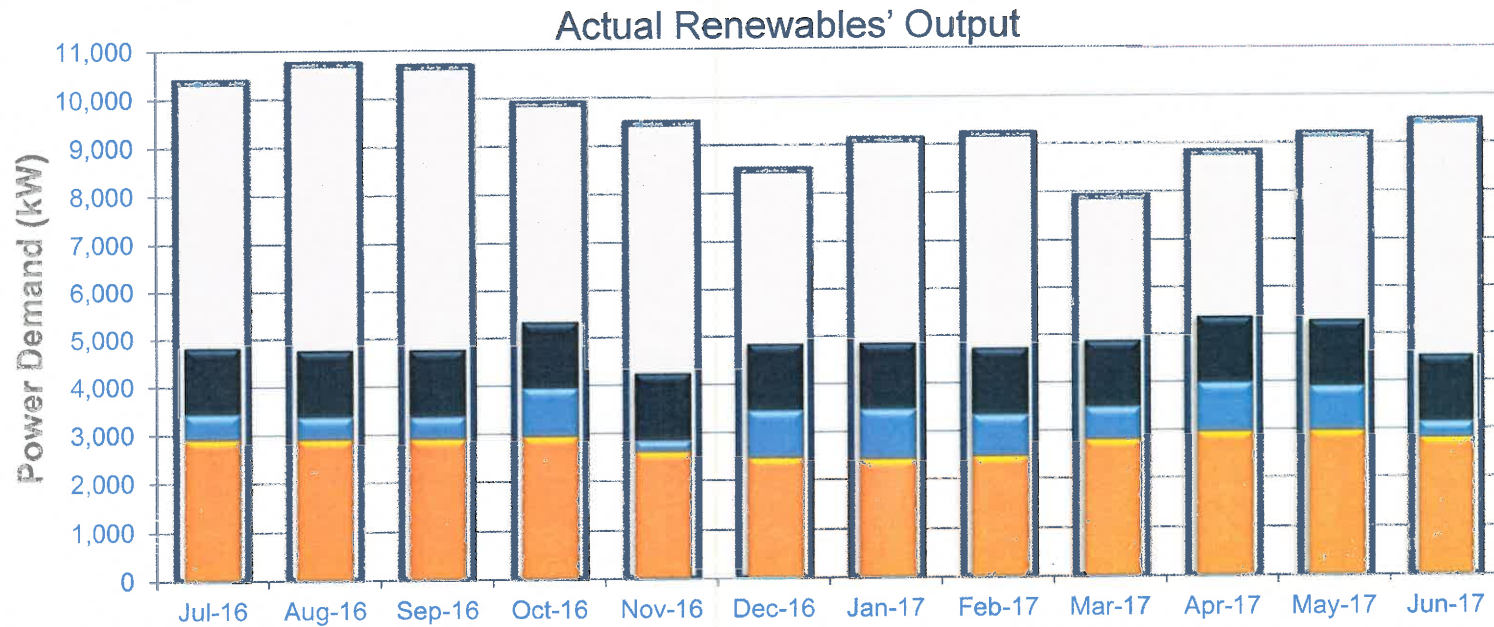
IEUA Electricity Source



■ Imported Electricity (MWh) ■ Electricity from IEUA Renewables (MWh)

Progress Towards Peak Power Independence by 2020

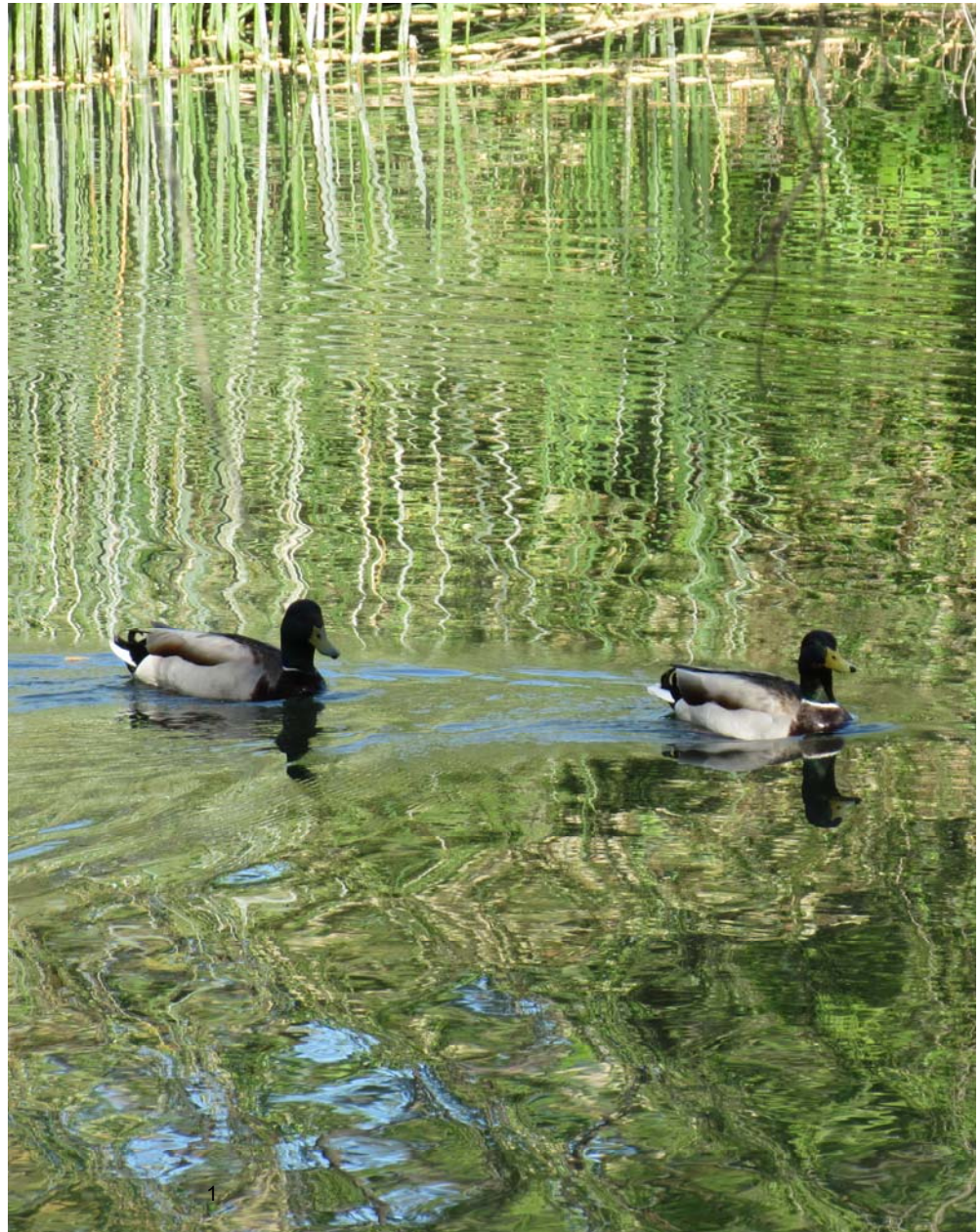
Output from renewables is approximately 50% of the summer peak demand



2017

IEUA FY 2016-2017 Annual Water Use Report:

Retail Agency Water Use and Five Year History



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

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Preface

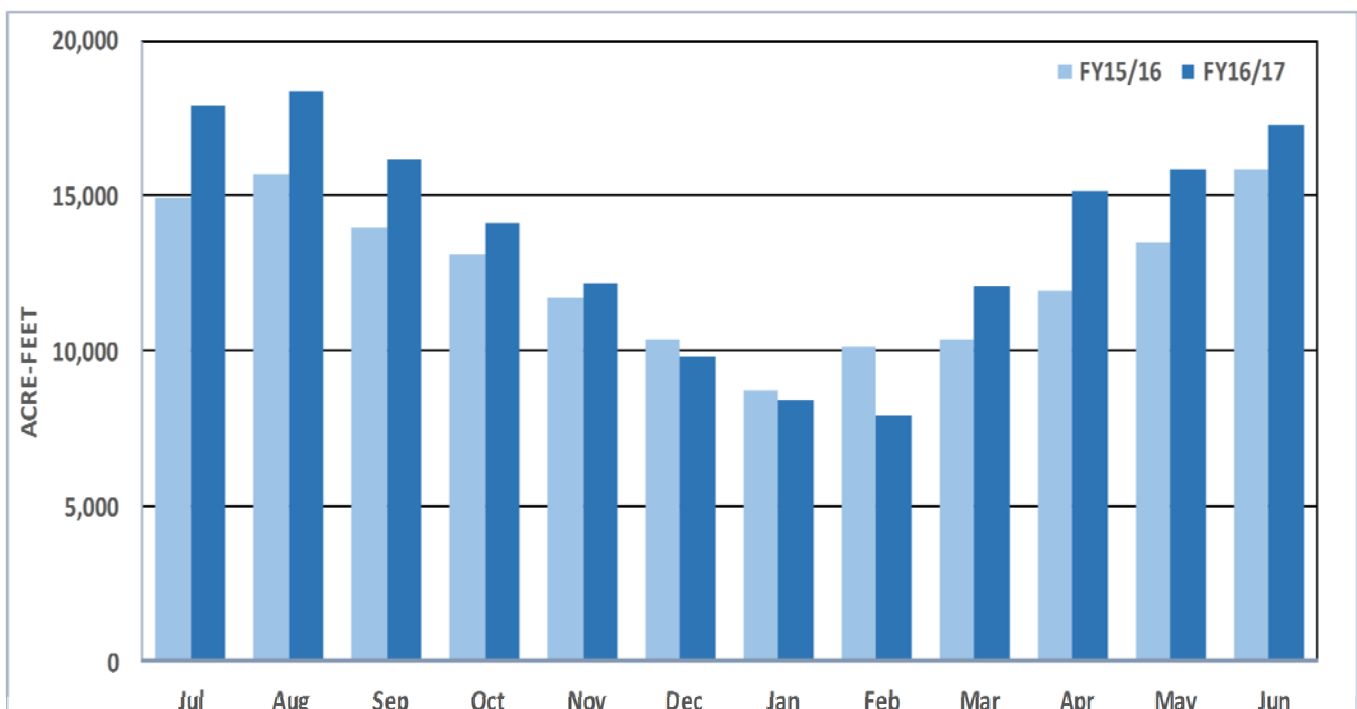
FY 2016-17 Water Use Summary Report

Inland Empire Utilities Agency (IEUA) monitors and compiles water use data from each of its retail agencies to track overall water demands and sources of supply. Each year, this data is compiled into an Annual Water Use Report. Data includes monthly water use by member agency and by source of supply, a five-year history of water use, and retail agency water usage as a percentage of the total water used in the service area.

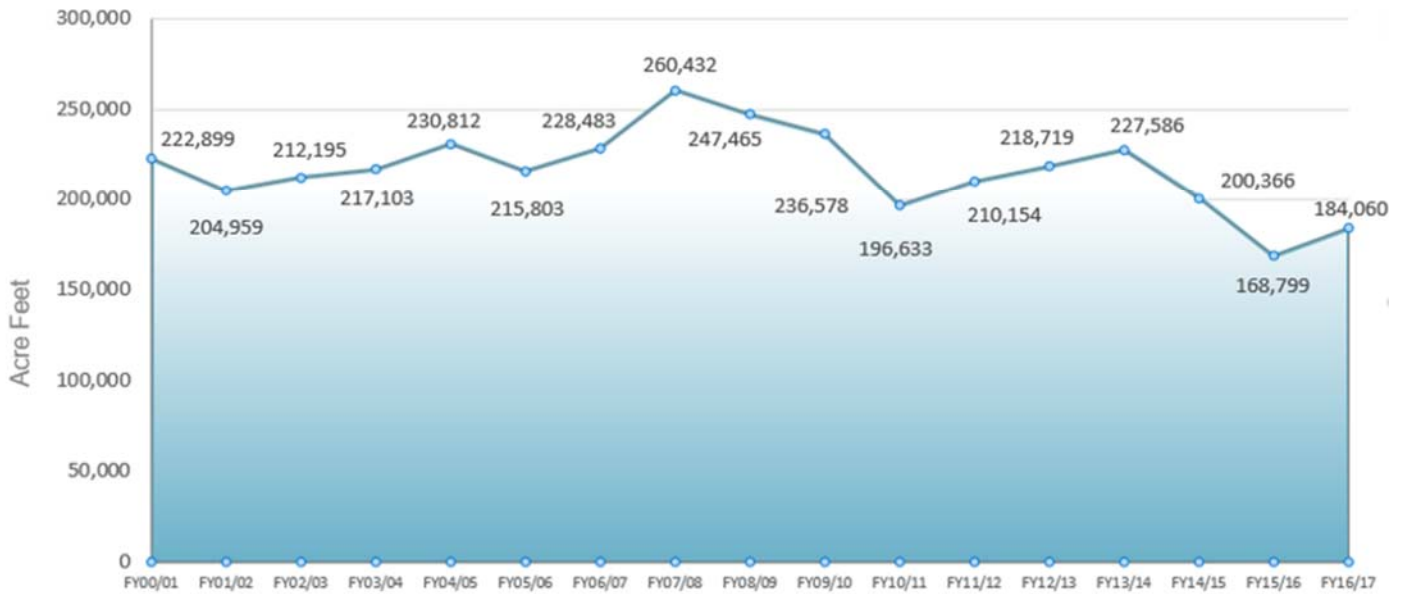
Following unprecedented water conservation and plentiful winter rain and snow, Governor Brown ended the drought state of emergency in April 2017. The drought, which lasted from winter 2012 through 2016, included the driest four-year statewide precipitation on record combined with the lowest snowpack on record in the Sierra-Cascades, and extraordinarily high temperatures (2014, 2015 and 2016 were California's first, second and third warmest year in terms of statewide average temperatures). Monthly water reporting requirements and prohibitions on wasteful practices, such as watering during or right after rainfall, that were established during the multi-year drought have continued to be in effect. Initiatives to "Make Conservation a California Way of Life" by establishing water use targets and eliminating water waste are under debate.

Total water consumption within IEUA's service area for FY 16/17 is 184,060 AF. This is a 9% increase (15,261 AF) from FY 2015/16, however the region is still using approximately 20% less water than in FY 13/14. This increase is primarily the result of a 33% increase in imported water purchases

Regional Monthly Total Water Usage FY 16/17 Comparison to FY15/16



IEUA Member Agency Overall Total Water Use Trend

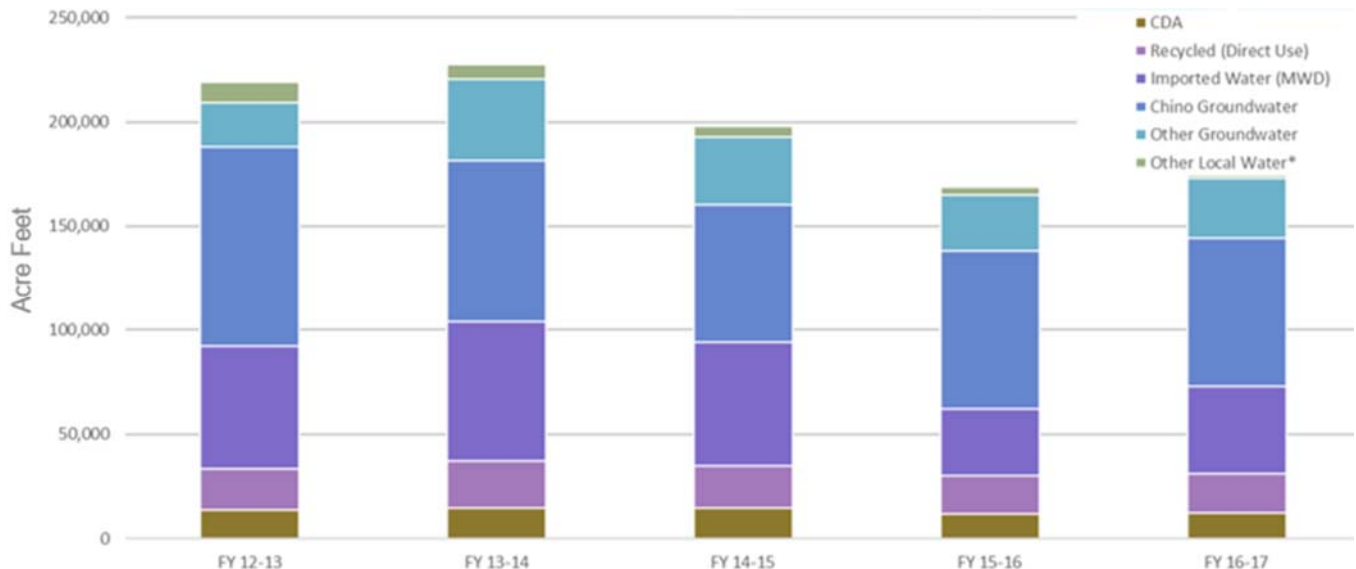


Note: Total Water Use Data includes imported water, surface water, groundwater, recycled and desalter production. Excludes IEUA groundwater recharge

as a result of the MWD Water Supply Allocation being lifted, and an increased availability of local surface water supplies due to increased rainfall. Overall imported water purchases are still 63% below purchases in FY 13/14. Groundwater extraction has remained relatively constant, with a slight (7%) reduction in extraction from the Chino Groundwater Basin.

IEUA anticipates a slight trend of increasing usage as a response to high temperatures and the end of

Regional Water Use Trend by Source



*Other Local Water includes purchases from local water companies such as SAWCo and WECWC

the drought. However, although development is anticipated to continue and growth may rebound at the end of the drought, long-term demands are not expected to greatly increase. This analysis came from demand modeling conducted as part of IEUA's 2015 Integrated Resources Plan (IRP) and Urban Water Management Plan (UWMP) which found that new developments in the region tend to be more water efficient due to changes in the plumbing code, higher density developments with less landscaping, and compliance with the existing model landscape ordinance requirements set forth in AB1881. It should also be noted that water usage has remained below projections made in the IRP and UWMP as a result of the drought.

In addition, the region is continuing to diversify and maximize local resource development, expand water use efficiency programs, and assist interested member agencies with the development of budget based rate structures. These efforts will continue to prepare the service area to cope with future dry years and increase regional resiliency in the face of climate change.

Below is a summary and update on the region's major water supply efforts and programs:

- IEUA has completed the Facilities Master Plan Final Programmatic Environmental Impact Report, which includes conceptual regional water supply projects from the IRP.
- IRP Phase II is underway and has compiled over 200 water supply projects from member agencies. These projects will be used to conduct a gap-assessment of the portfolios modeled during Phase I, and develop an implementation schedule, and financial plan. Phase II also included the development of a regional water supply schematic that may be used to identify infrastructure constraints, discuss potential improvements, and assess how programs such as water banking and SARCCUP would work.
- Construction of the Wineville Recycled Water Pipeline has been completed and begun service the city of Fontana. Total direct recycled water deliveries to member agencies have slightly increased from 18,336 AF in FY15/16 to 18,703 AF in FY16/17. Additional details about the recycled water program are available in the IEUA FY 2016-2017 Recycled Water Annual Report.
- IEUA launched a Home Pressure Regulation Program in June which will reach out to 500 residential sites and correct high pressure problems by either making adjustments or installing a new regulator. In FY16/17 the program had 141 participants.
- IEUA is continuing to work with the Agricultural Pool to identify appropriate farm sites for water efficiency upgrades. This will help maintain a sustainable Chino Basin groundwater supply.
- IEUA and its member agencies are working towards completing the Phase III expansion of the Chino Desalters. In June 2016, IEUA received \$7.2 million in support of this project. The expansion is expected to create an additional 10,6000 AF of water per year. In FY16/17 IEUA agency's share of the production was 12,292 AF.

- IEUA and its member agencies continue to implement the water use efficiency programs outlined in the 2015-2020 Regional Water Use Efficiency Business Plan completed in June 2016. This document serves as the blueprint for the Agency's existing regional programs while providing the guidance for developing new cost-effective initiatives. Future conservation targets are set to achieve 16,095 AF savings in the next 5 years, with a lifetime savings of 31,226 AF. If two member agencies implement budget based rates these savings increase to 33,554 AF by 2020 with an estimated 147,836 AF lifetime savings. The cities of Chino and Chino Hills participated in SAWPA's budget-based rate (BRR) evaluation program. Chino is moving forwards with implementing BBR in FY 18/19. City of Chino Hills is doing a partial BBR using water use and parcel data to establish an efficiency metric. CVWD is currently participating in SAWPA's BBR evaluation program.

IEUA would like to thank its member agencies for their assistance in compiling the data contained in this report.

SECTION 1

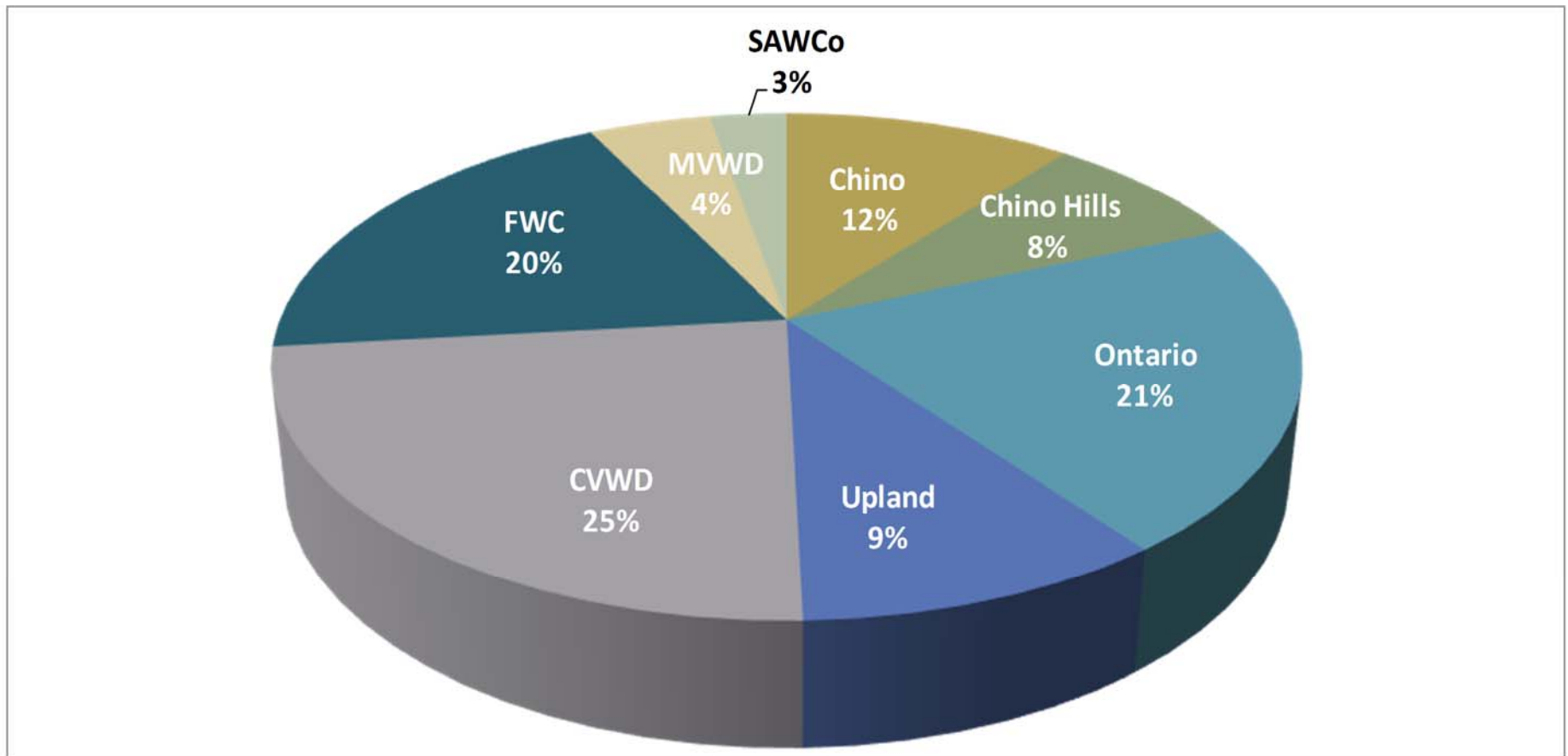
Total Water Resources Data from FY 16/17

Total IEUA Service Area Water Use For FY 16/17

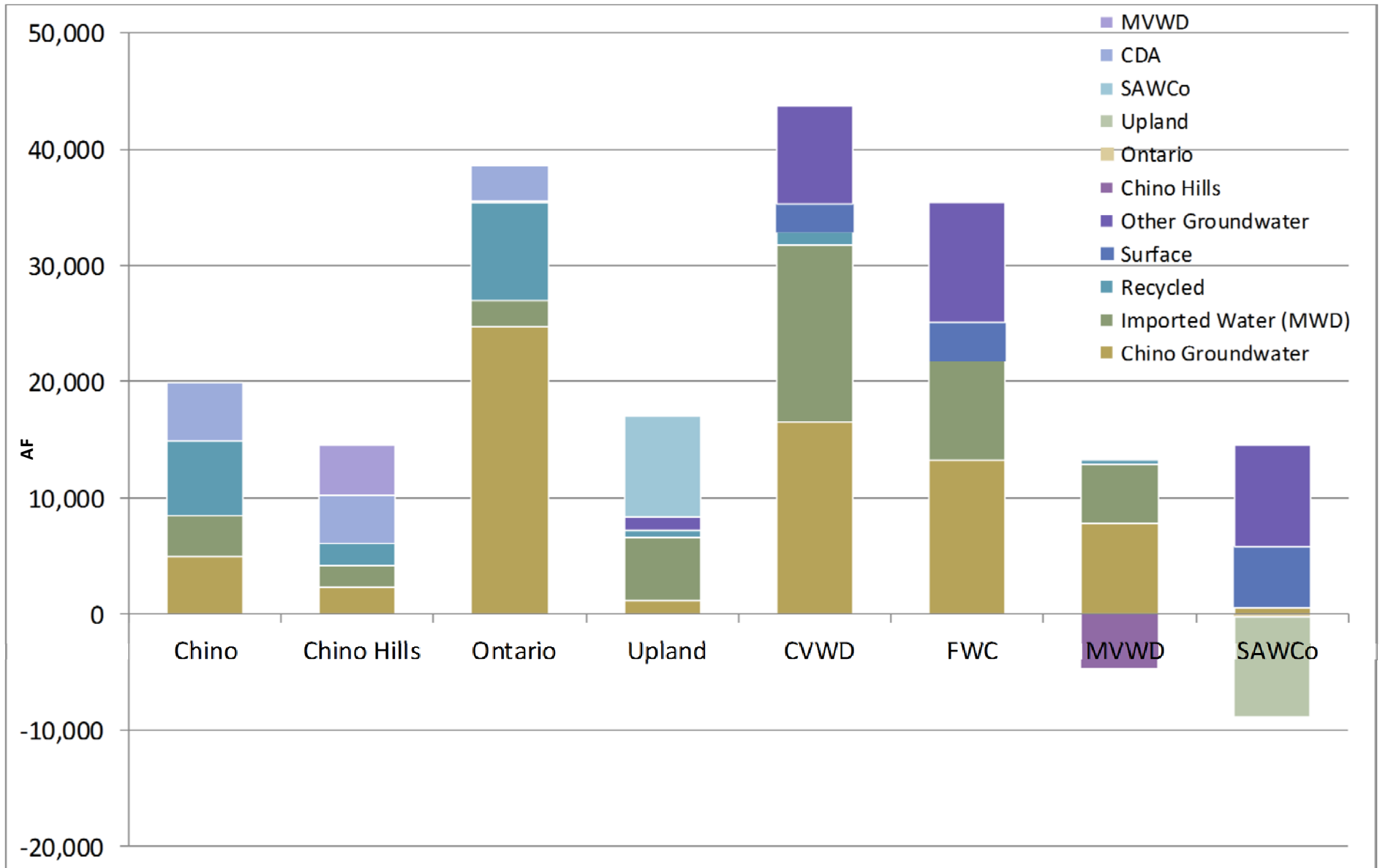
		Total IEUA Service Area Water Use by Retail Agency for FY 16-17 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	3,469	1,954	2,364	5,406	15,288	8,510	5,105	0	42,096
	Recycled (Direct Use)	6,447	1,838	8,352	652	1,056	52	306	0	18,703
Subtotal		9,916	3,792	10,716	6,058	16,344	8,562	5,411	0	60,799
Production	Chino Groundwater	4,972	2,245	24,672	1,259	16,549	13,251	7,786	537	71,272
	Other Groundwater	0	0	0	1,026	8,386	10,338	0	8,739	28,490
	Local Surface Water	0	0	0	0	2,448	3,230	0	5,282	10,960
Subtotal		4,972	2,245	24,672	2,228	27,384	26,818	7,786	14,558	110,721
Purchases from Other Agencies	CDA	5,008	4,206	3,077	0	0	0	0	0	12,292
	MVWD	0	4,237	0	0	0	0	0	0	4,237
	SAWCo Water	0	0	171	8,791	0	0	0	0	8,961
	West End	0	0	0	1,068	0	0	0	0	1,068
	CVWD	0	0	0	0	0	39	0	0	39
Subtotal		5,008	8,444	3,248	9,858	0	39	0	0	26,597
Sales to Other Agencies*	Chino Hills	0	0	0	0	0	0	-4,818	0	-4,818
	Ontario	0	0	0	0	0	0	0	-171	-171
	Upland	0	0	0	0	0	0	0	-8,791	-8,791
	MVWD	0	0	0	0	0	0	0	-278	-278
Subtotal		0	0	0	0	0	0	-4,818	-9,240	-14,058
Total		19,896	14,481	38,636	18,203	43,728	35,419	8,379	5,318	184,060

Note: All recycled water numbers in this report are based off IEUA operations data and are for direct use only. Recycled water used for groundwater recharge may be found in the Recycled Water Report.

Total IEUA Service Area Water Use For FY 16/17



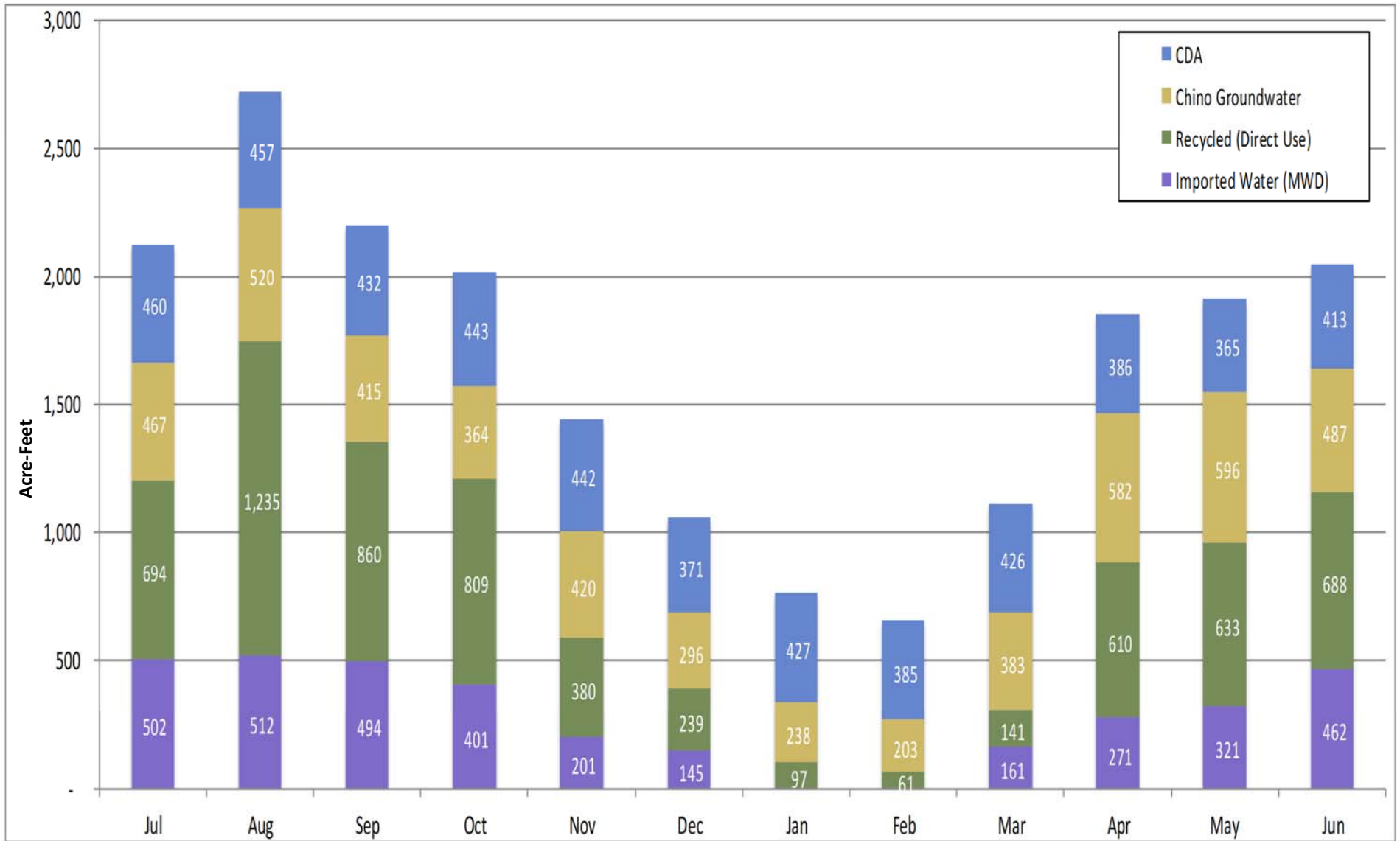
Total IEUA Service Area Water Use For FY 16/17



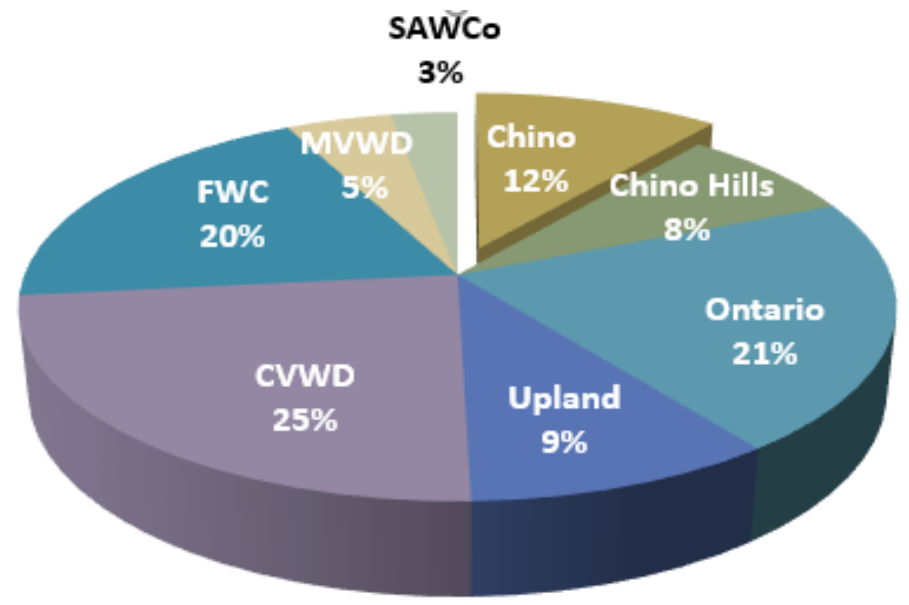
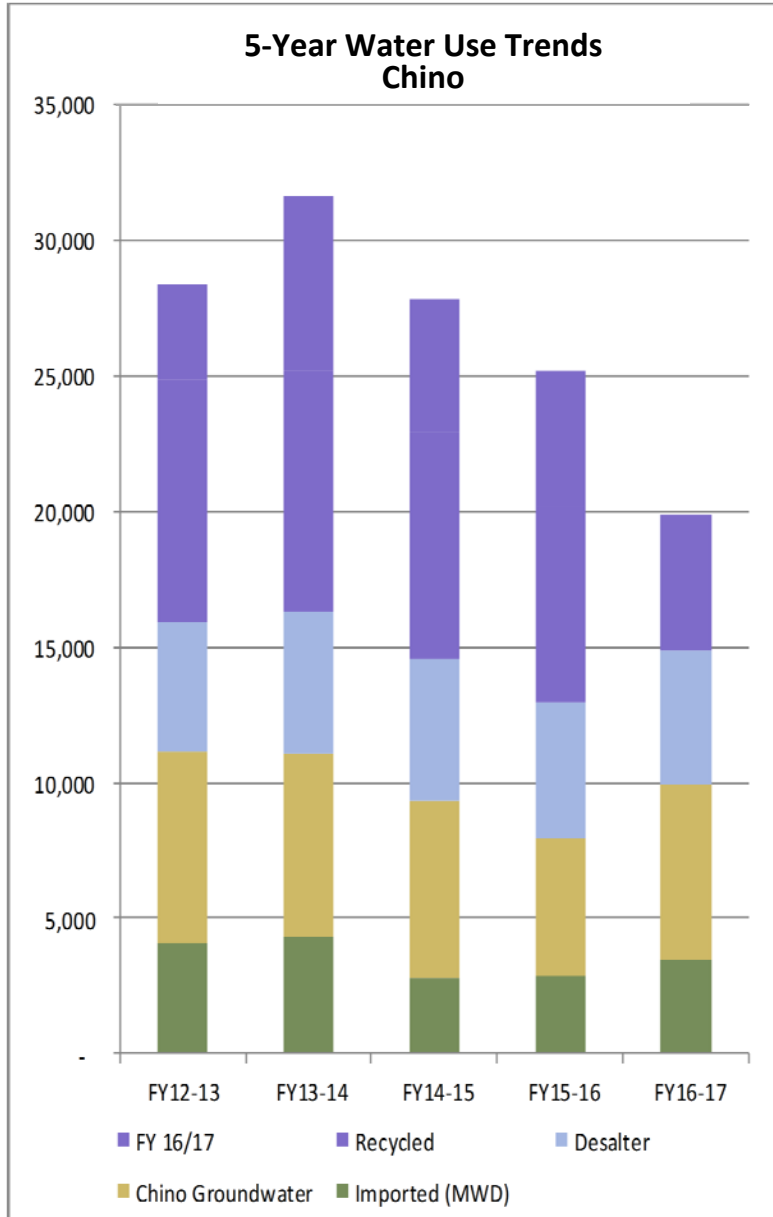
SECTION 2

Retail Water Use Data from FY 16/17 by Agency

City of Chino FY 2016/17 Monthly Water Usage



City of Chino FY 2016/17 Water Use Report



In FY 2016/17, The City of Chino used 12% (19,896 AF) of 184,060 AF used in the IEUA service area.

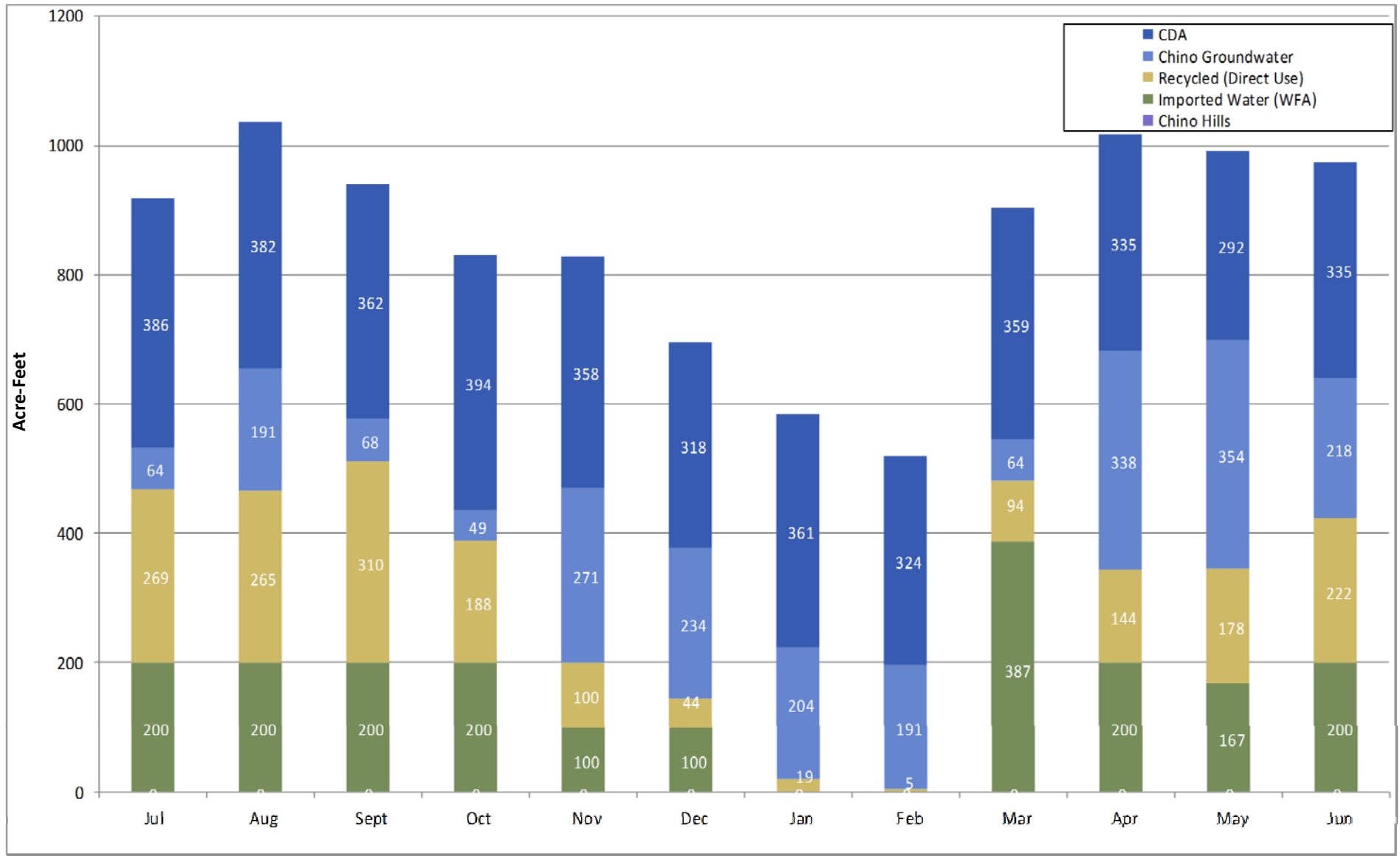
City of Chino

FY 2016/17 Monthly Water Usage

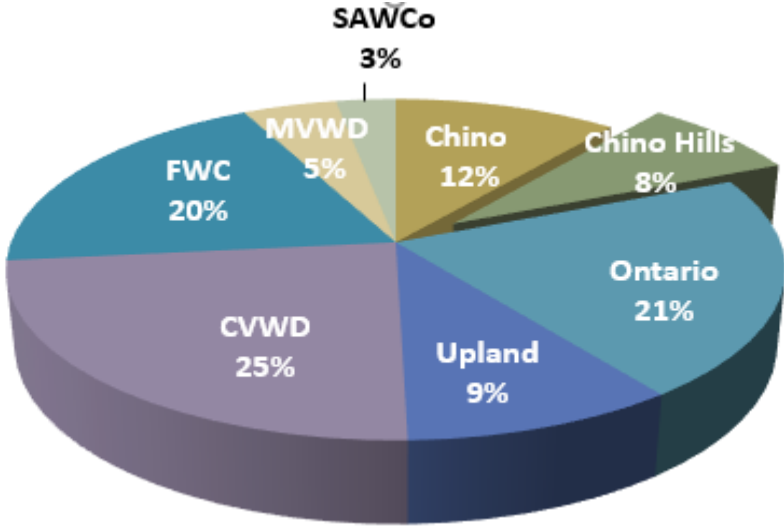
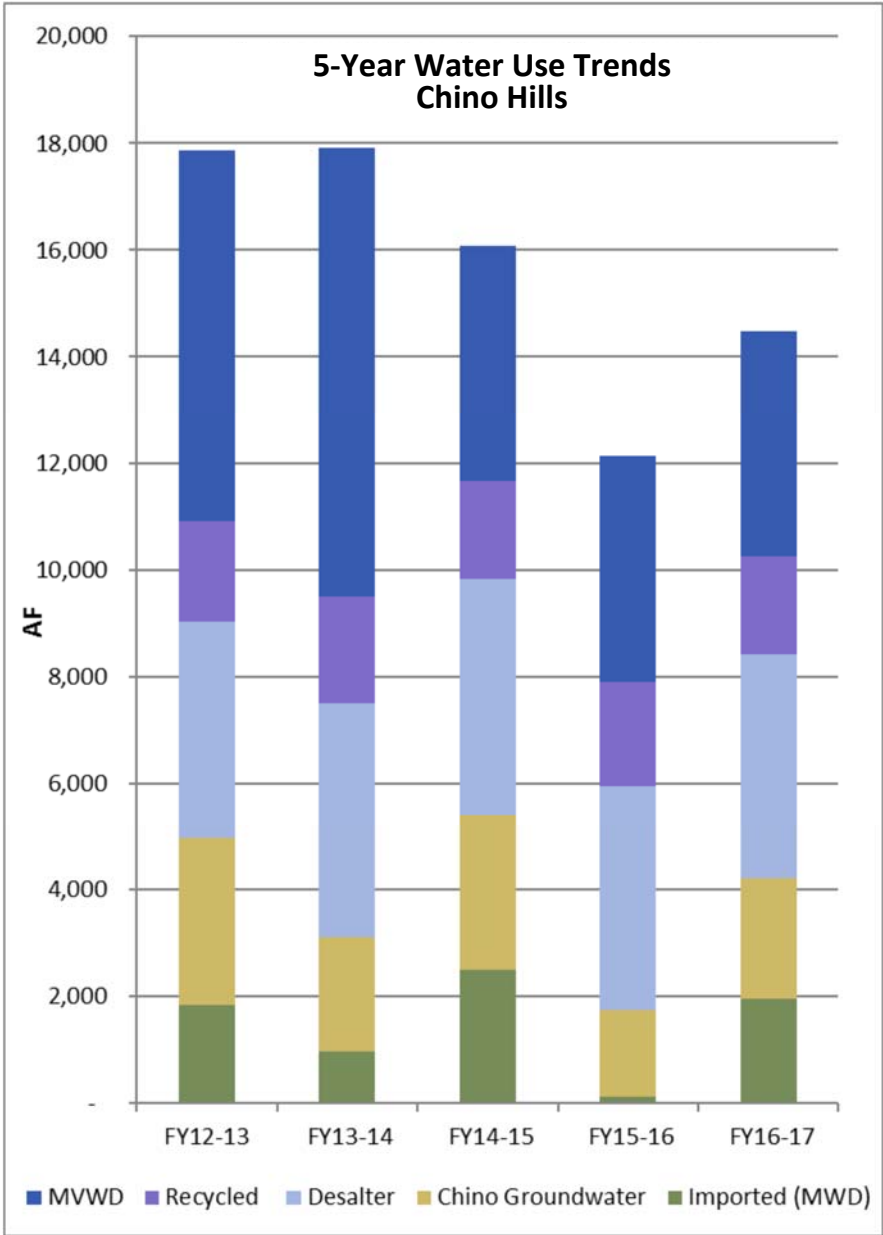
		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										Chino		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	502	512	494	401	201	145	-	-	161	271	321	462	3,469
	Recycled (Direct Use)	694	1,235	860	809	380	239	97	61	141	610	633	688	6,447
Subtotal		1,196	1,747	1,354	1,210	581	384	97	61	302	881	954	1,150	9,916
Production	Chino Groundwater	467	520	415	364	420	296	238	203	383	582	596	487	4,972
Subtotal		467	520	415	364	420	296	238	203	383	582	596	487	4,972
Agencies	CDA	460	457	432	443	442	371	427	385	426	386	365	413	5,008
Subtotal		460	457	432	443	442	371	427	385	426	386	365	413	5,008
Total		2,123	2,725	2,202	2,017	1,442	1,051	762	649	1,111	1,849	1,915	2,049	19,896

City of Chino Hills

FY 2016/17 Monthly Water Usage



City of Chino Hills FY 2016/17 Water Use Report

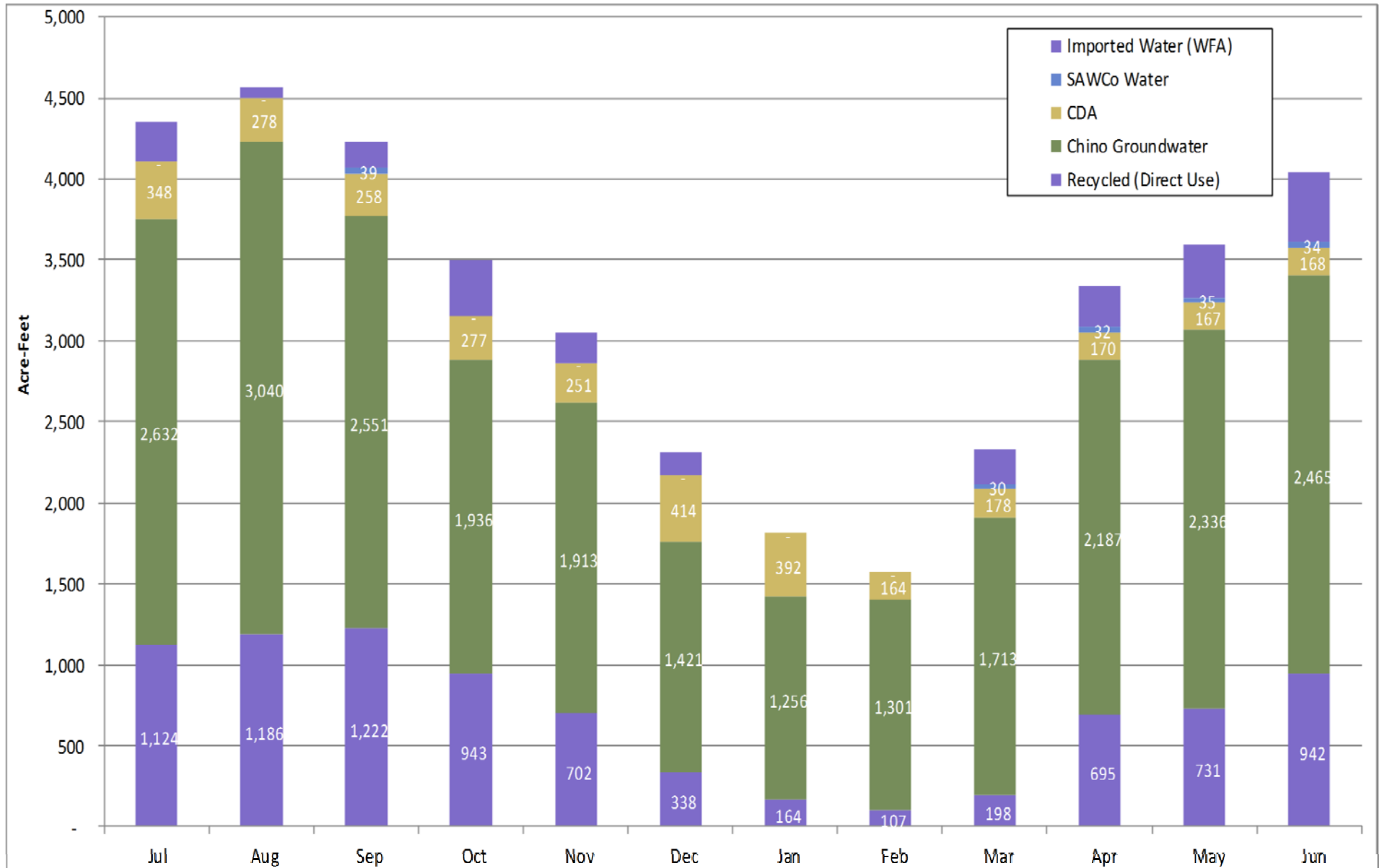


In FY 2016/17, The City of Chino Hills used 8% (14,481 AF) of 184,060 AF used in the IEUA service area.

City of Chino Hills FY 2016/17 Monthly Water Usage

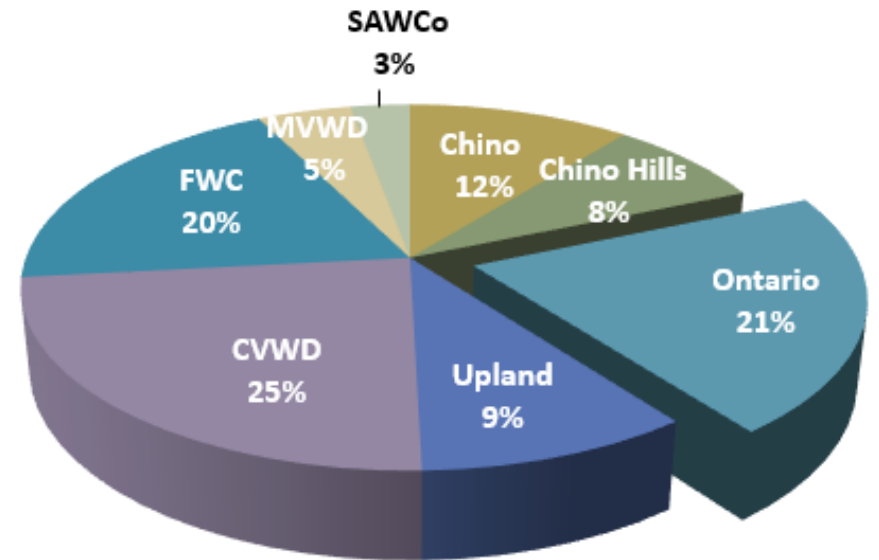
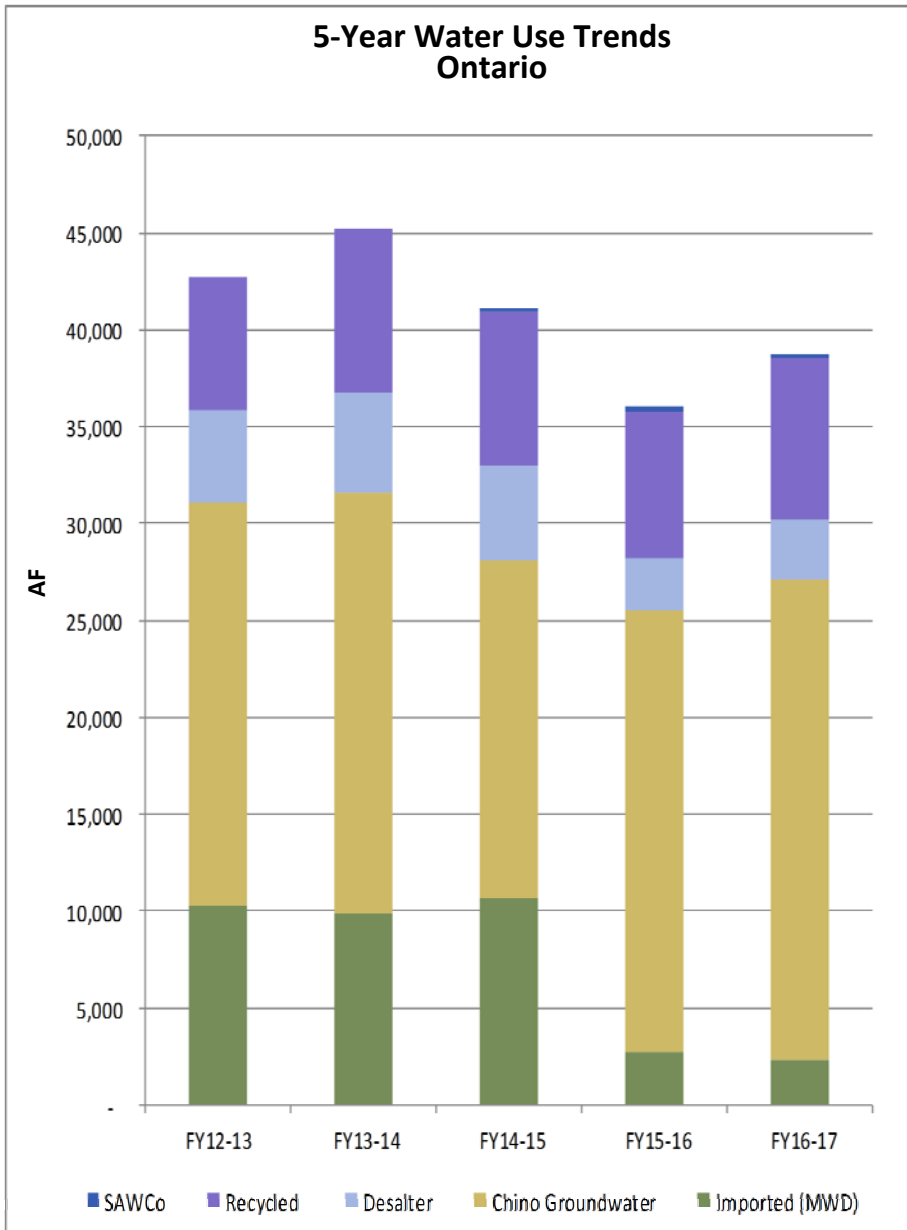
		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										Chino Hills		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	200	200	200	200	100	100	-	-	387	200	167	200	1,954
	Recycled (Direct Use)	269	265	310	188	100	44	19	5	94	144	178	222	1,838
Subtotal		469	465	510	388	200	144	19	5	481	344	345	422	3,792
Production	Chino Groundwater	64	191	68	49	271	234	204	191	64	338	354	218	2,245
Subtotal		64	191	68	49	271	234	204	191	64	338	354	218	7,786
Purchases from other agencies	CDA	386	382	362	394	358	318	361	324	359	335	292	335	4,206
	MVWD	772	720	718	490	259	60	-	-	38	232	397	552	4,237
Subtotal		1,157	1,102	1,080	884	617	378	361	324	397	567	689	887	8,444
Total		1,690	1,758	1,658	1,320	1,088	756	585	520	942	1,249	1,388	1,527	14,481

City of Ontario FY 2016/17 Monthly Water Usage



City of Ontario

FY 2016/17 Water Use Report

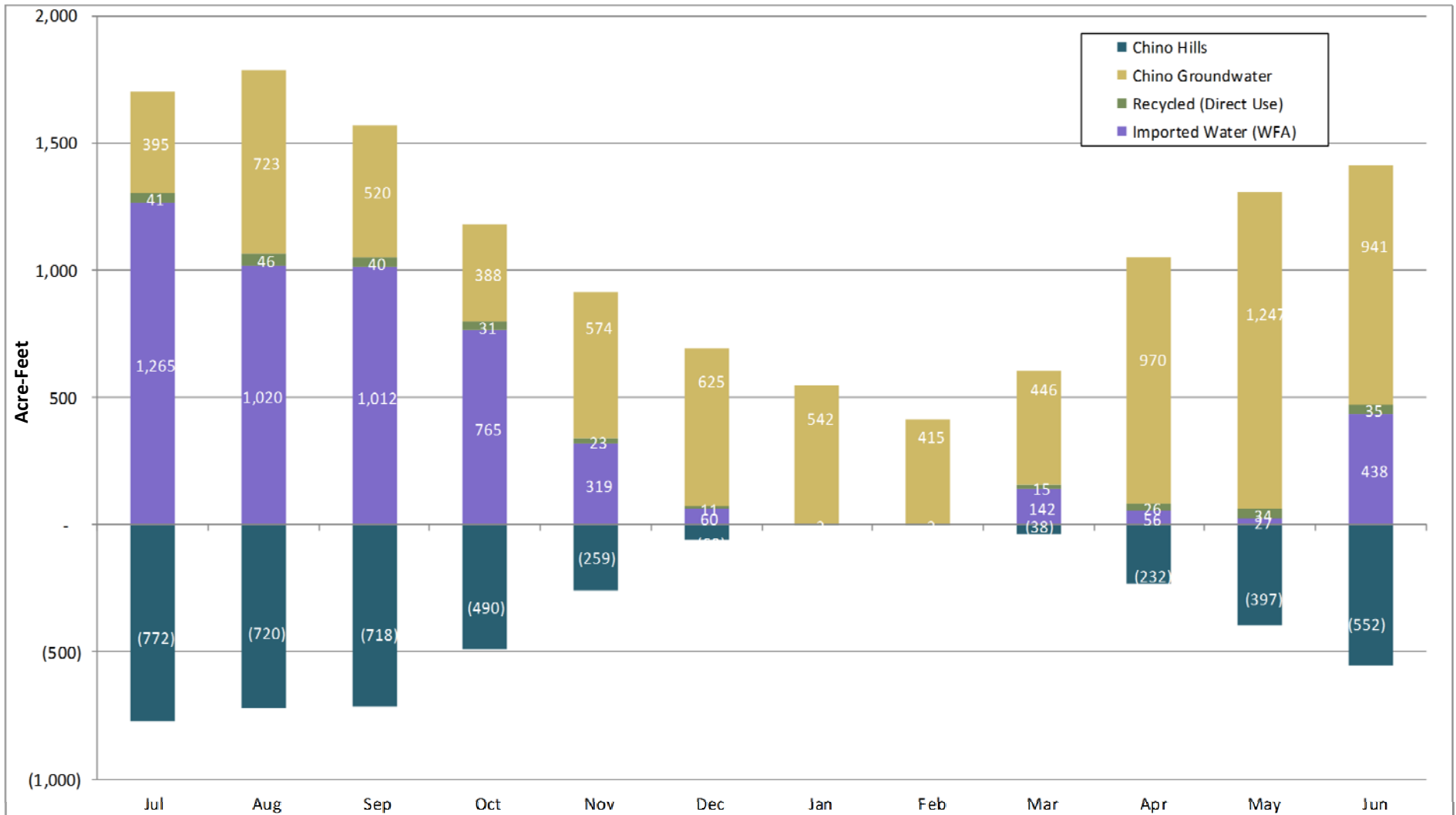


In FY 2016/17, The City of Ontario used 21% (38,636 AF) of 184,060 AF used in the IEUA service area.

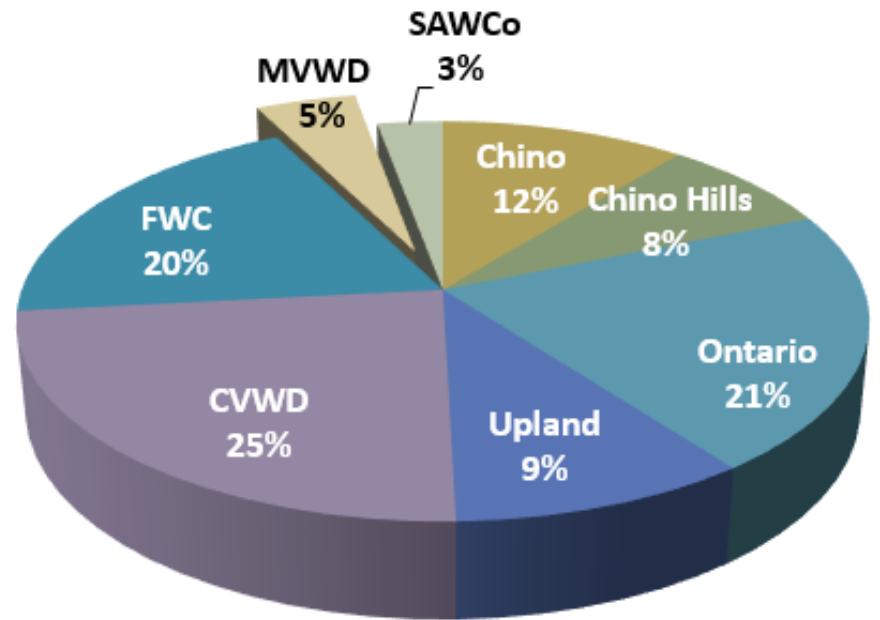
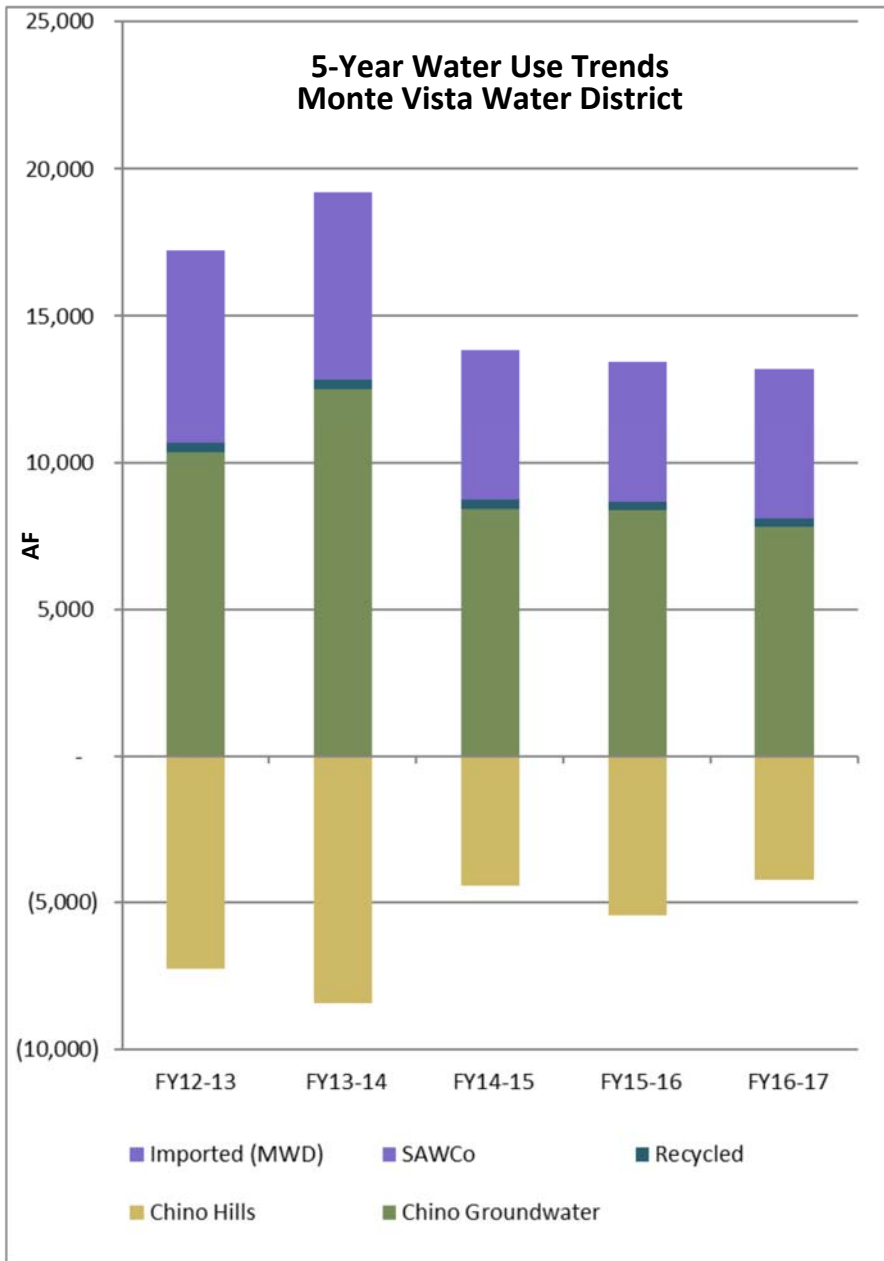
City of Ontario FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										Ontario		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	246	62	159	341	182	138	-	-	215	257	327	437	2,364
	Recycled (Direct Use)	1,124	1,186	1,222	943	702	338	164	107	198	695	731	942	8,352
Subtotal		1,370	1,248	1,381	1,284	884	476	164	107	413	952	1,058	1,379	10,716
Production	Chino Groundwater	2,632	2,950	2,551	1,936	1,913	1,421	1,264	1,301	1,713	2,190	2,336	2,465	24,672
Subtotal		2,632	2,950	2,551	1,936	1,913	1,421	1,264	1,301	1,713	2,190	2,336	2,465	24,672
Purchases from other agencies	CDA	348	289	258	277	251	414	392	164	178	170	167	168	3,077
	SAWCo Water	-	-	39	-	-	-	-	-	30	32	35	34	171
Subtotal		348	289	298	277	251	414	392	164	208	202	202	202	3,248
Total		4,350	4,487	4,230	3,497	3,049	2,311	1,820	1,572	2,333	3,345	3,597	4,046	38,636

Monte Vista Water District FY 2016/17 Monthly Water Usage



Monte Vista Water District

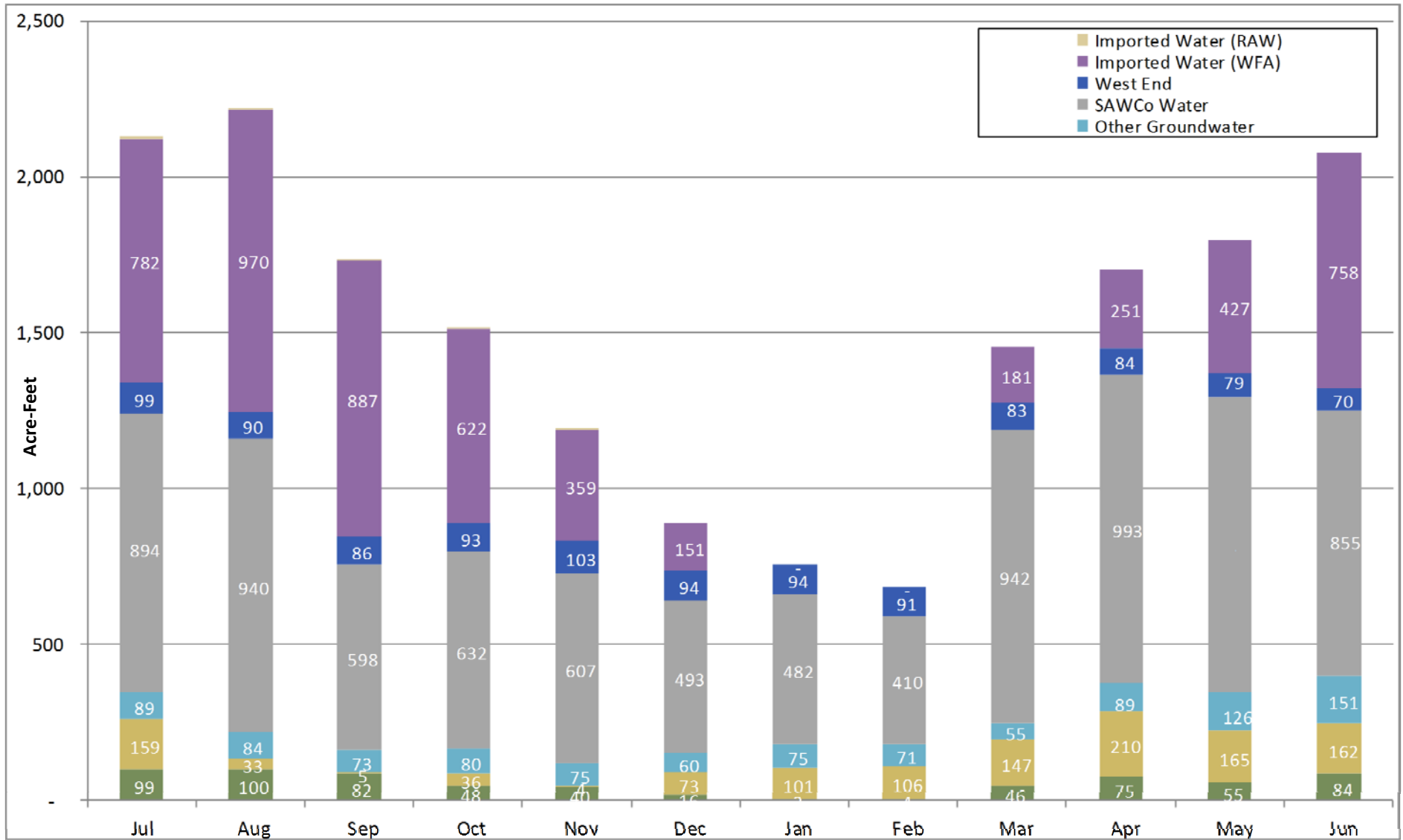


In FY 2016/17, Monte Vista Water District used 5% (8,379 AF) of 184,060 AF used in the IEUA service area.

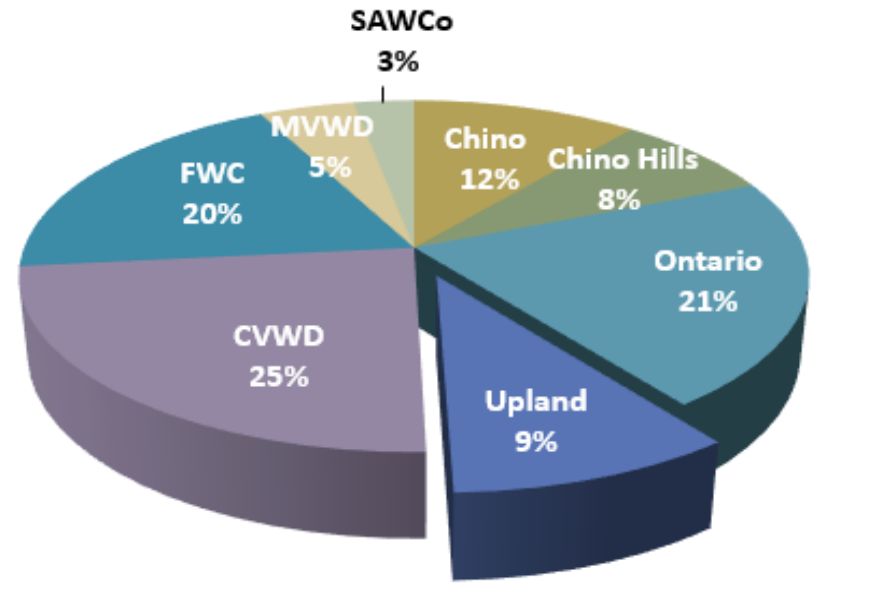
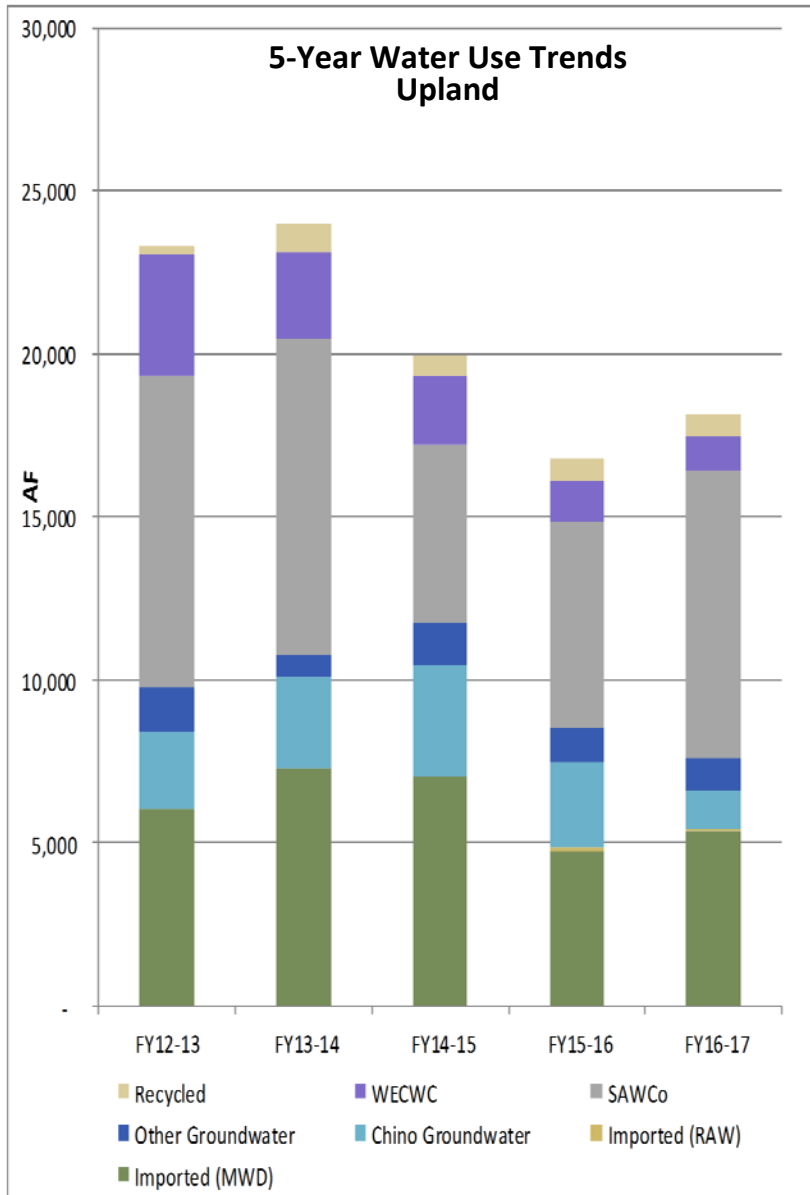
Monte Vista Water District FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										MVWD		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	1,265	1,020	1,012	765	319	60	-	-	142	56	27	438	5,105
	Recycled (Direct Use)	41	46	40	31	23	11	2	2	15	26	34	35	306
Subtotal		1,306	1,066	1,052	796	342	71	2	2	157	82	61	473	5,411
Production	Chino Groundwater	395	723	520	388	574	625	542	415	446	970	1,247	941	7,786
Subtotal		395	723	520	388	574	625	542	415	446	970	1,247	941	7,786
Sales to other agencies	Chino Hills	(771)	(893)	(759)	(490)	(312)	(183)	(29)	-	(41)	(320)	(481)	(539)	(4,818)
Subtotal		(771)	(893)	(759)	(490)	(312)	(183)	(29)	-	(41)	(320)	(481)	(539)	(4,818)
Total		930	896	813	694	604	512	515	417	562	733	828	874	8,379

City of Upland FY 2016/17 Monthly Water Usage



City of Upland FY 2016/17 Water Use Report

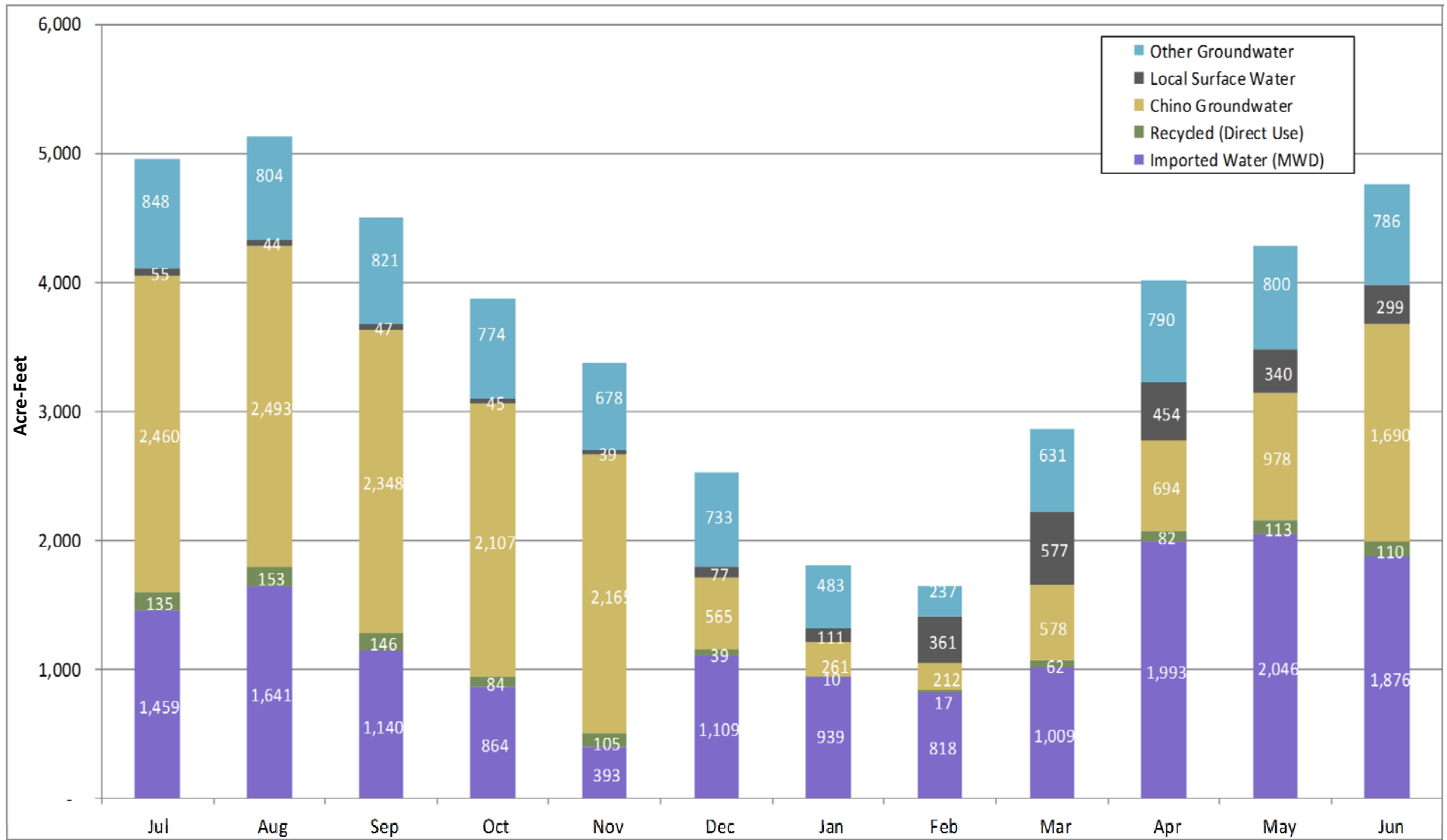


In FY 2016/17, The City of Upland used 9% (18,203 AF) of 184,060 AF used in the IEUA service area.

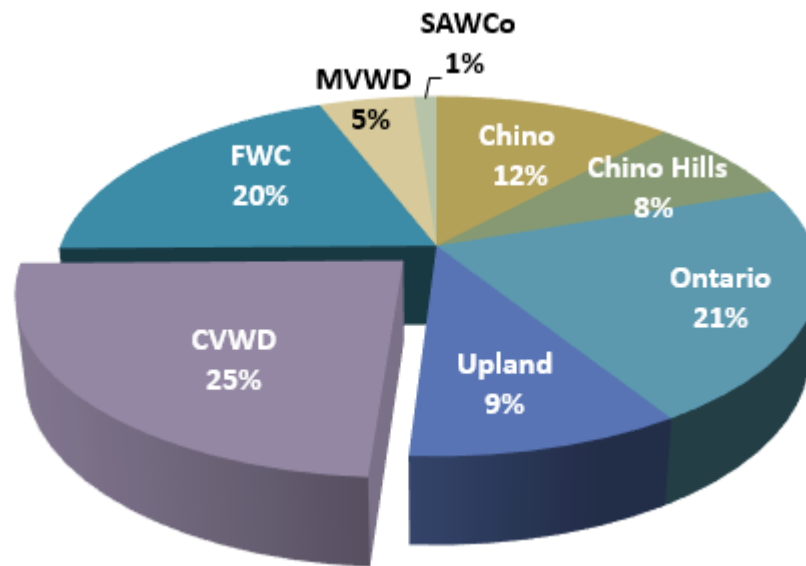
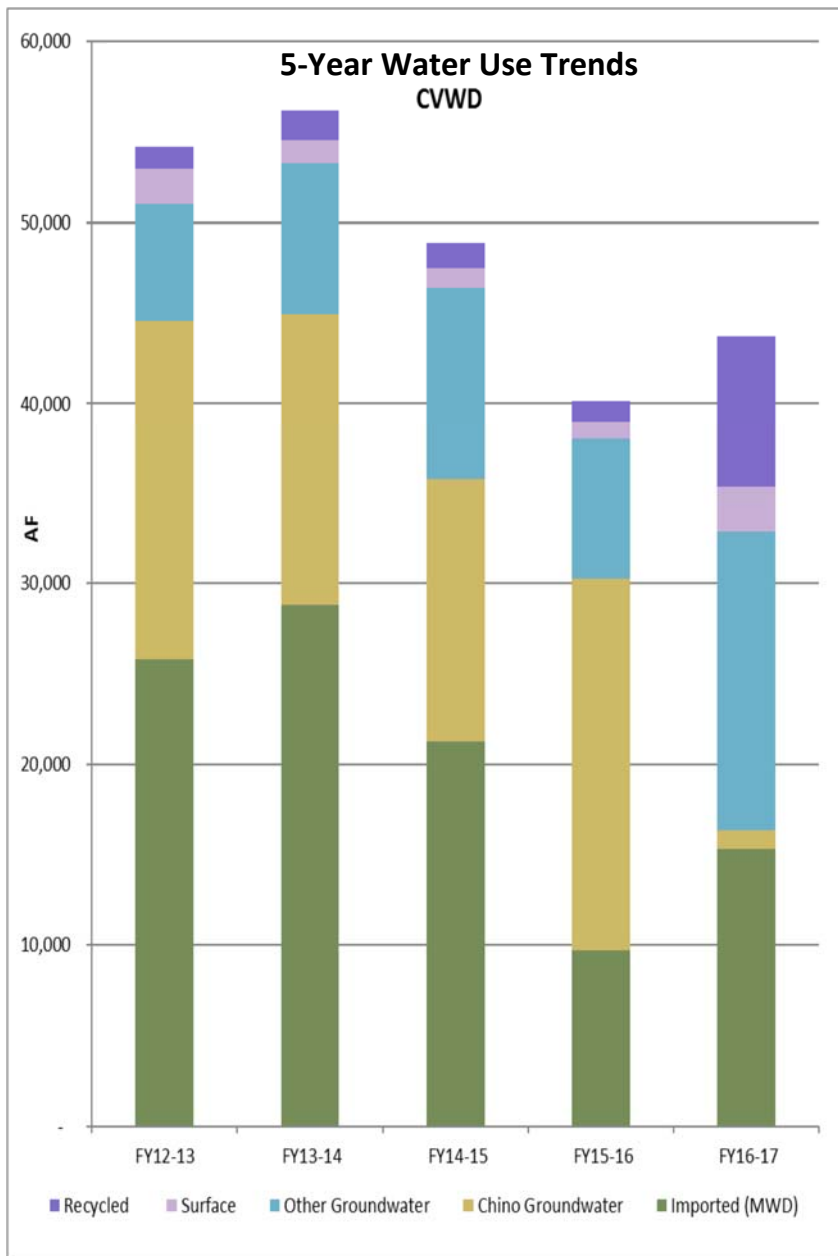
City of Upland FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										Upland		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	782	970	887	622	359	151	-	-	181	251	427	758	5,389
	Recycled (Direct Use)	99	100	82	48	40	16	3	4	46	75	55	84	652
	Imported Water (RAW)	11	2	1	0	4	-	-	-	-	-	-	-	18
Subtotal		891	1,072	970	670	404	167	3	4	227	326	482	842	6,058
Production	Chino Groundwater	159	33	5	36	62	73	101	106	147	210	165	162	1,260
	Other Groundwater	89	84	73	80	75	60	75	71	55	89	126	151	1,026
Subtotal		248	117	77	116	137	133	176	176	202	299	292	313	2,286
Purchases from other agencies	SAWCo Water	894	940	598	632	607	493	482	410	942	993	945	855	8,791
	West End	99	90	86	93	103	94	94	91	83	84	79	70	1,068
Subtotal		993	1,031	684	726	710	587	576	502	1,025	1,077	1,024	925	9,858
Total		2,132	2,219	1,732	1,512	1,251	887	755	682	1,455	1,702	1,797	2,080	18,203

Cucamonga Valley Water District FY 2016/17 Monthly Water Usage



Cucamonga Valley Water District FY 2016/17 Water Report

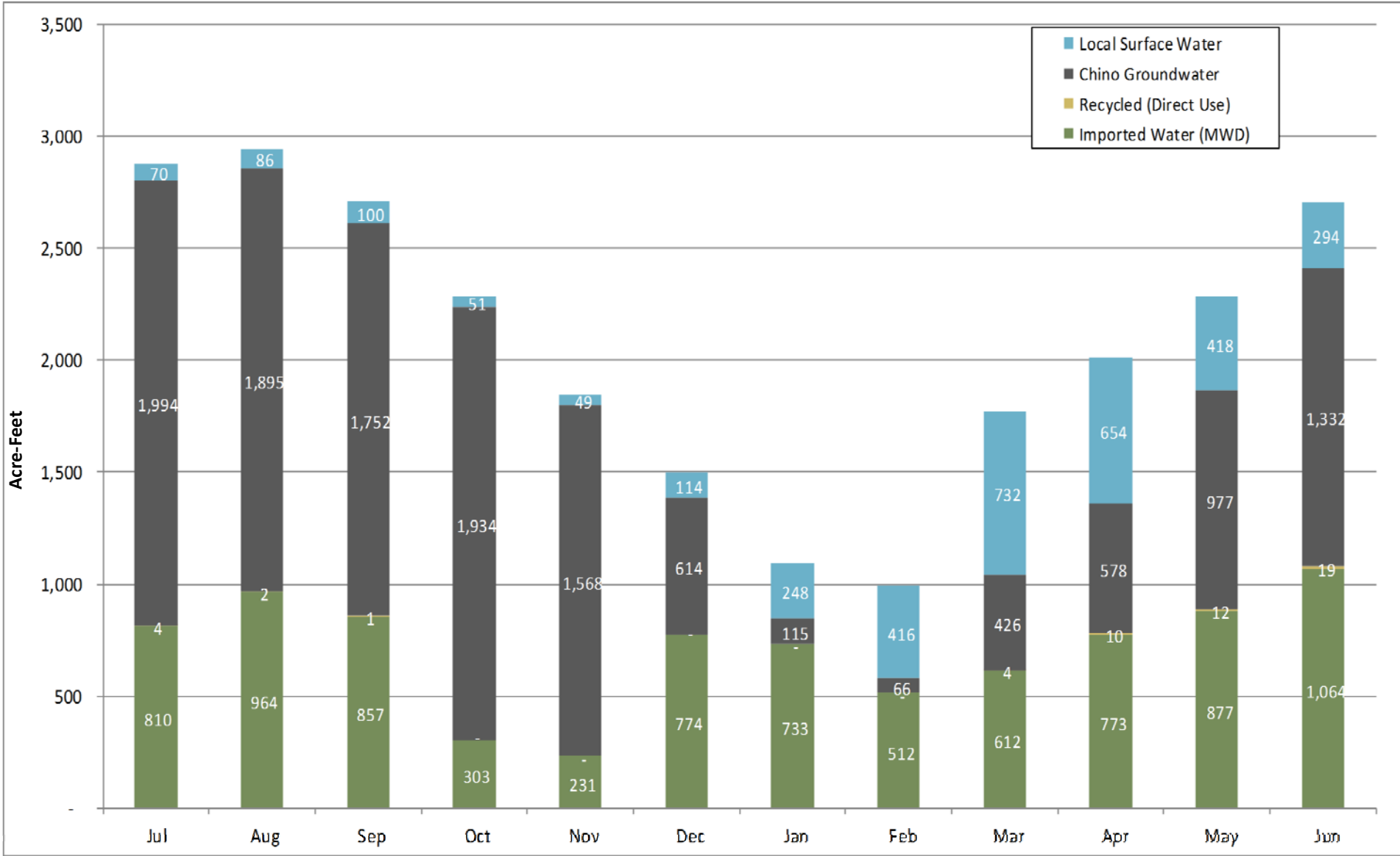


In FY 2016/17, Cucamonga Valley Water District used 25% (43,728 AF) of 184,060 AF used in the IEUA service area.

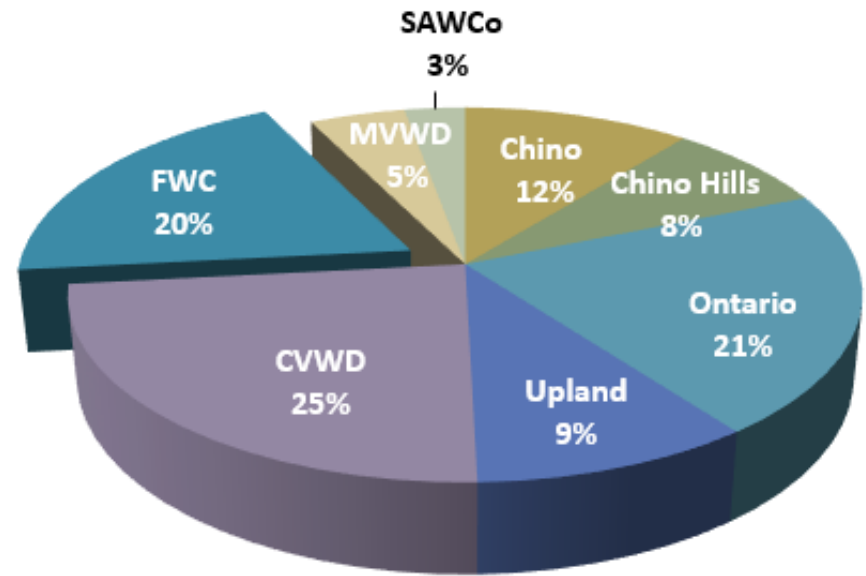
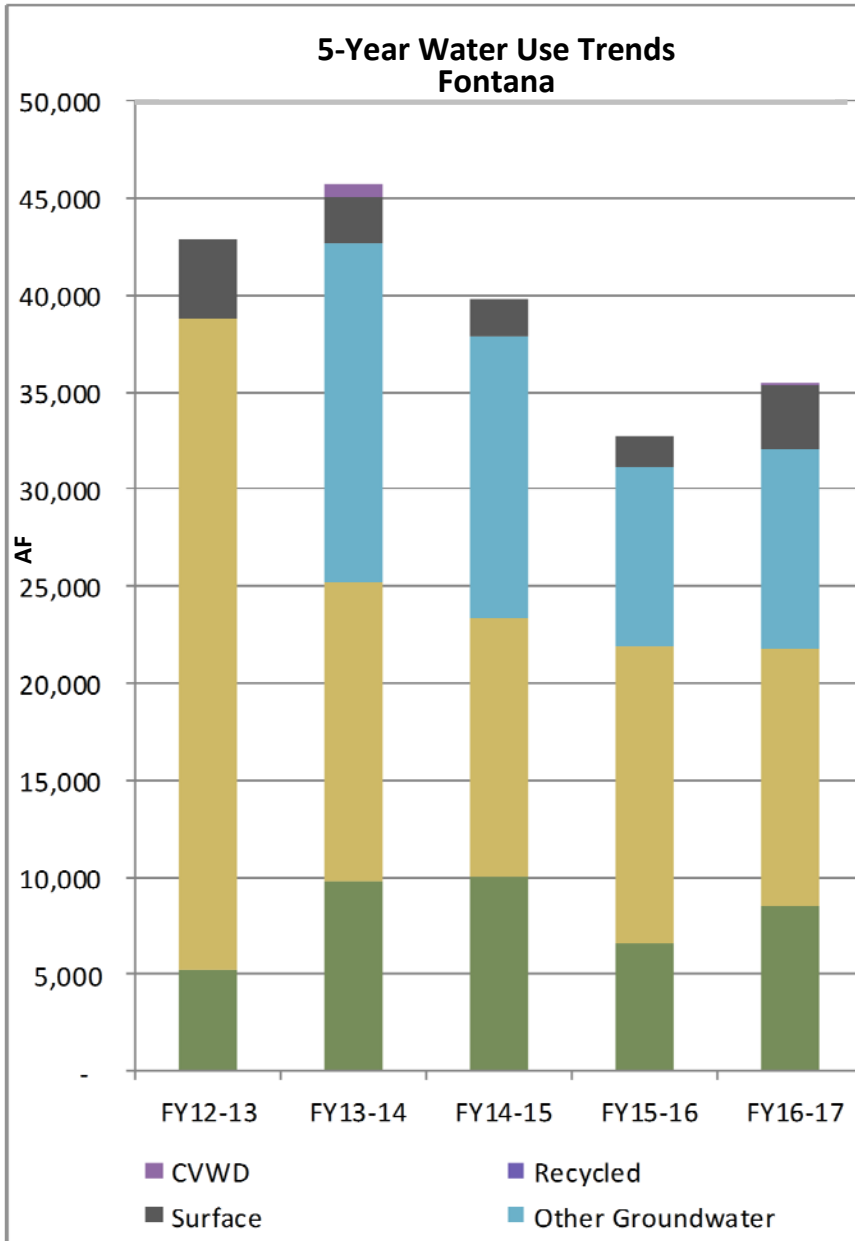
Cucamonga Valley Water District FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										CVWD		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	1,459	1,641	1,140	864	393	1,109	939	818	1,009	1,993	2,046	1,876	15,288
	Recycled (Direct Use)	135	153	146	84	105	39	10	17	62	82	113	110	1,056
Subtotal		1,594	1,794	1,286	948	498	1,148	949	835	1,071	2,075	2,159	1,986	16,344
Production	Chino Groundwater	2,460	2,493	2,348	2,107	2,165	565	261	212	578	694	978	1,690	16,549
	Local Surface Water	55	44	47	45	39	77	111	361	577	454	340	299	2,448
	Other Groundwater	848	804	821	774	678	733	483	237	631	790	800	786	8,386
Subtotal		3,363	3,341	3,216	2,925	2,882	1,375	855	809	1,787	1,938	2,119	2,774	27,384
Total		4,957	5,135	4,502	3,874	3,380	2,523	1,804	1,645	2,857	4,013	4,278	4,760	43,728

Fontana Water Company FY 2016/17 Monthly Water Usage



Fontana Water Company FY 2016/17 Water Use Report

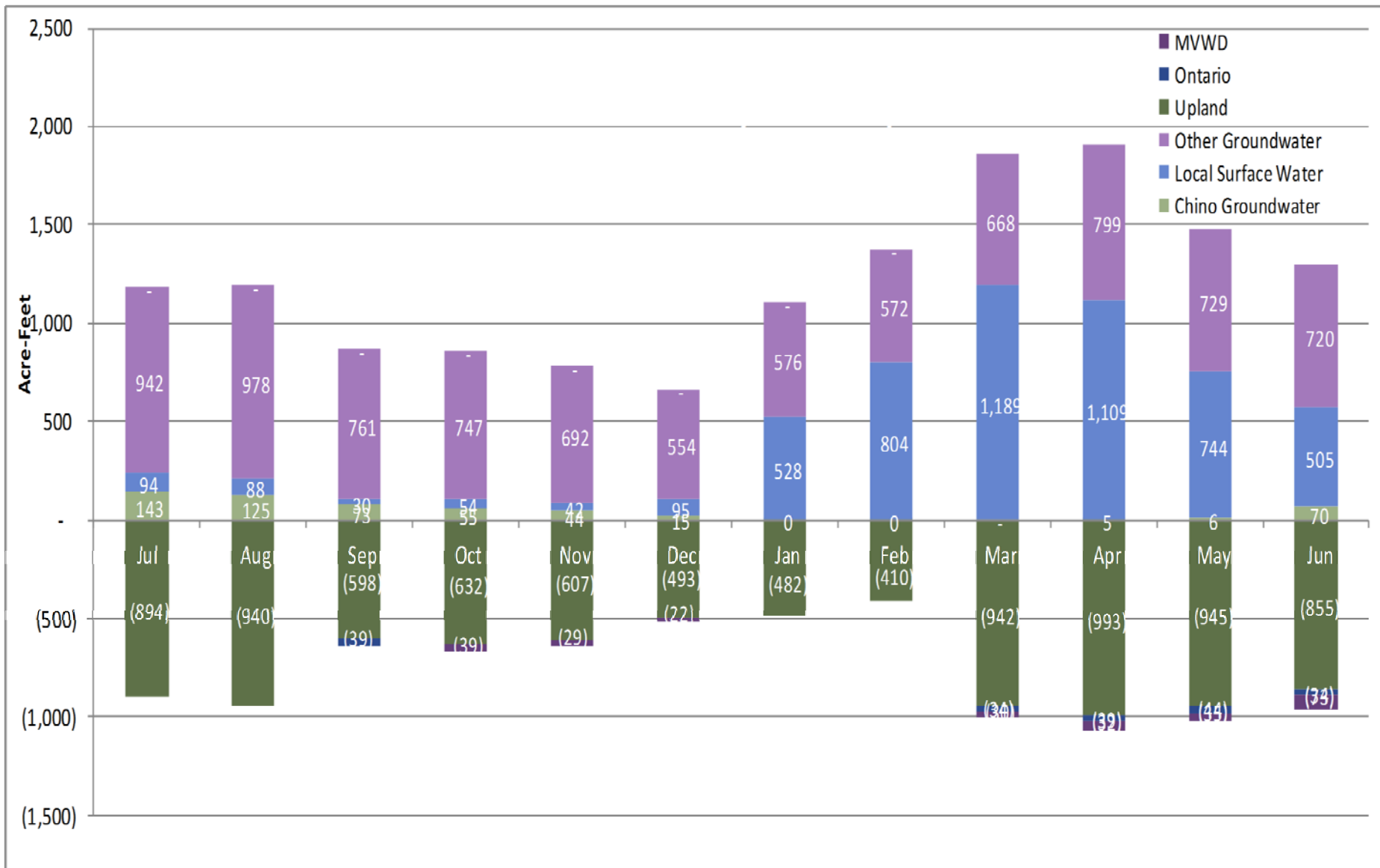


In FY 2016/17, The Fontana Water Company used 20% (35,419 AF) of 184,060 AF used in the IEUA service area.

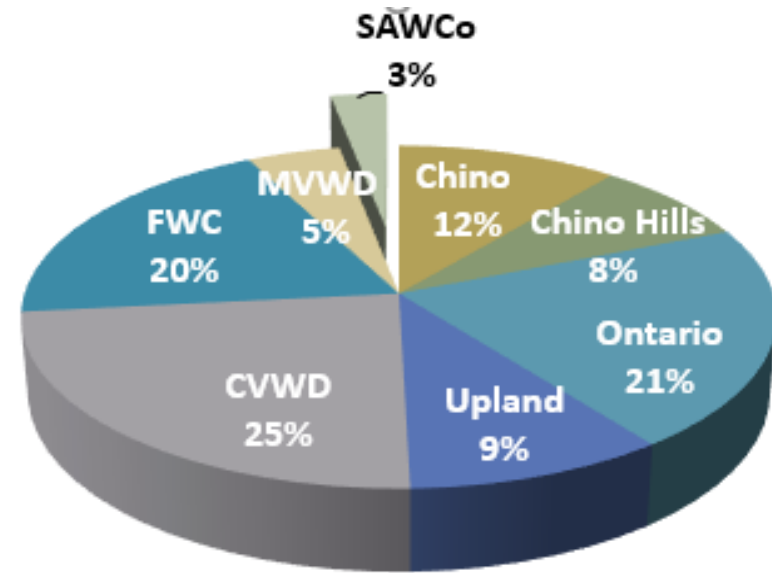
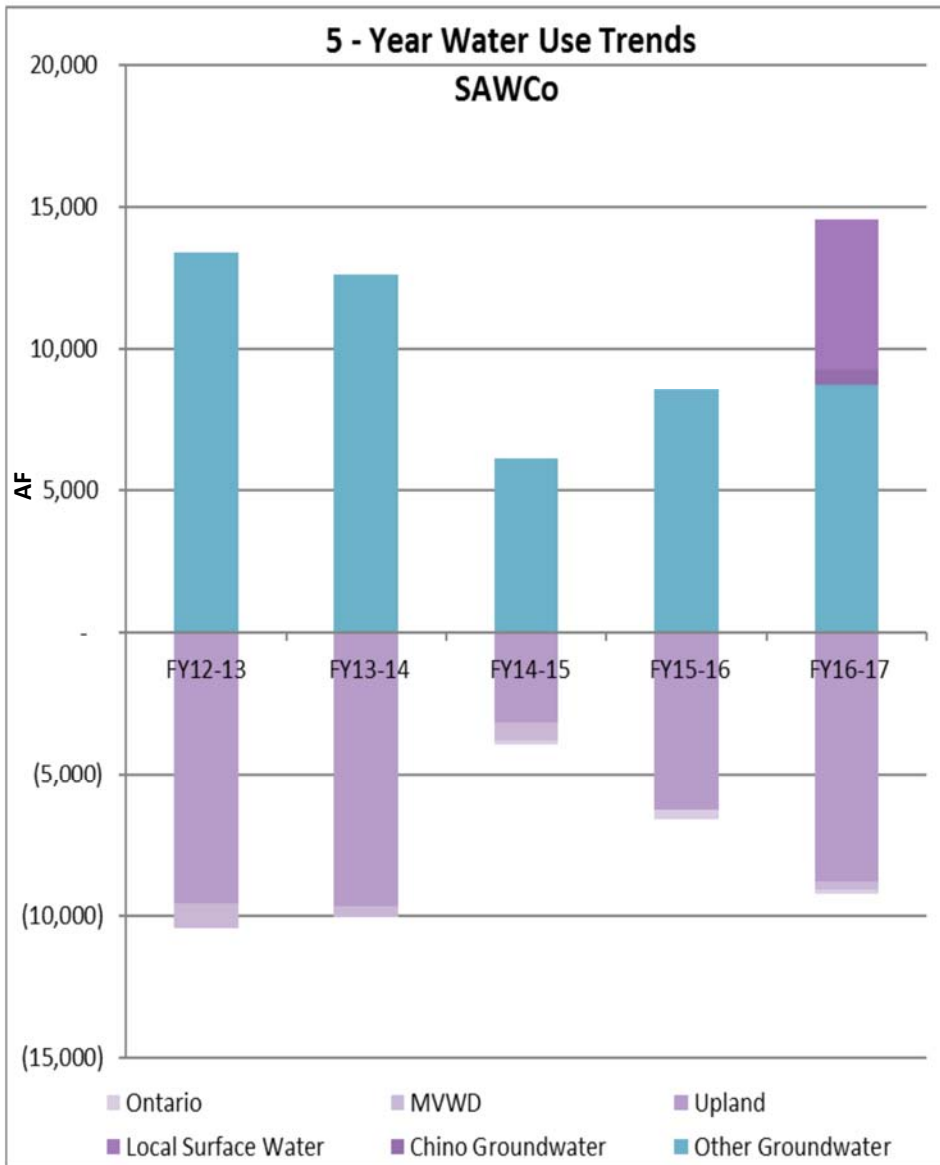
Fontana Water Company FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										FWC		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Imported Water (WFA)	810	964	857	303	231	774	733	512	612	773	877	1,064	8,510
	Recycled (Direct Use)	4	2	1	-	-	-	-	-	4	10	12	19	52
Subtotal		814	966	858	303	231	774	733	512	616	783	889	1,083	8,562
Production	Chino Groundwater	1,994	1,895	1,752	1,934	1,568	614	115	66	426	578	977	1,332	13,251
	Local Surface Water	70	86	100	51	49	114	248	416	732	654	418	294	3,230
	Other Groundwater	915	826	752	857	797	793	756	704	787	1,068	1,075	1,007	10,338
Subtotal		2,978	2,806	2,605	2,841	2,414	1,521	1,119	1,186	1,946	2,299	2,470	2,633	26,818
Purchases from other agencies	CVWD	-	39	-	-	-	-	-	-	-	-	-	-	39
Subtotal		-	39	-	-	-	-	-	-	-	-	-	-	39
Total		3,793	3,811	3,463	3,145	2,645	2,295	1,852	1,698	2,562	3,082	3,358	3,716	35,419

San Antonio Water Company FY 2016/17 Monthly Water Usage



San Antonio Water Company FY 2016/17 Water Use Report



In FY 2016/17, The San Antonio Water Company used 3% (5,318 AF) of 184,060 AF used in the IEUA service area.

San Antonio Water Company FY 2016/17 Monthly Water Usage

		Total IEUA Service Area Water Use By Agency for FY16-17 (AF)										SAWCo		
		July	August	September	October	November	December	January	February	March	April	May	June	Total
Purchases from IEUA	Chino Groundwater	143	125	73	55	44	15	0	0	-	5	6	70	537
	Local Surface Water	94	88	30	54	42	95	528	804	1,189	1,109	744	505	5,282
	Other Groundwater	942	978	761	747	692	554	576	572	668	799	729	720	8,739
Subtotal		1,180	1,190	865	856	779	664	1,104	1,376	1,857	1,913	1,480	1,295	14,558
Sales to other agencies	Upland	(894)	(940)	(598)	(632)	(607)	(493)	(482)	(410)	(942)	(993)	(945)	(855)	(8,791)
	Ontario	-	-	(39)	-	-	-	-	-	(30)	(32)	(35)	(34)	(171)
	MVWD	-	-	-	(39)	(29)	(22)	-	-	(34)	(39)	(44)	(73)	(278)
Subtotal		(894)	(940)	(637)	(671)	(636)	(515)	(482)	(410)	(1,005)	(1,064)	(1,024)	(962)	(9,240)
Total		286	250	227	185	143	149	623	966	852	849	456	333	5,318

APPENDIX A
Five year Historical Data Summary

FY 16-17		Total IEUA Service Area Water Use by Retail Agency for FY 16-17 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	3,469	1,954	2,364	5,406	15,288	8,510	5,105	0	42,096
	Recycled (Direct Use)	6,447	1,838	8,352	652	1,056	52	306	0	18,703
Subtotal		9,916	3,792	10,716	6,058	16,344	8,562	5,411	0	60,799
Production	Chino Groundwater	4,972	2,245	24,672	1,259	16,549	13,251	7,786	537	71,272
	Other Groundwater	0	0	0	1,026	8,386	10,338	0	8,739	28,490
	Local Surface Water	0	0	0	0	2,448	3,230	0	5,282	10,960
Subtotal		4,972	2,245	24,672	2,228	27,384	26,818	7,786	14,558	110,721
Purchases from Other Agencies	CDA	5,008	4,206	3,077	0	0	0	0	0	12,292
	MVWD	0	4,237	0	0	0	0	0	0	4,237
	SAWCo Water	0	0	171	8,791	0	0	0	0	8,961
	West End	0	0	0	1,068	0	0	0	0	1,068
	CVWD	0	0	0	0	0	39	0	0	39
Subtotal		5,008	8,444	3,248	9,858	0	39	0	0	26,597
Sales to Other Agencies*	Chino Hills	0	0	0	0	0	0	-4,818	0	-4,818
	Ontario	0	0	0	0	0	0	0	-171	-171
	Upland	0	0	0	0	0	0	0	-8,791	-8,791
	MVWD	0	0	0	0	0	0	0	-278	-278
Subtotal		0	0	0	0	0	0	-4,818	-9,240	-14,058
Total		19,896	14,481	38,636	18,203	43,728	35,419	8,379	5,318	184,060

FY 15-16		Total IEUA Service Area Water Use by Retail Agency for FY 15-16 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	2,843	110	2,755	4,890	9,712	6,613	4,799	0	31,722
	Recycled (Direct Use)	7,217	1,410	7,566	719	1,146	0	278	0	18,336
Subtotal		10,060	1,520	10,321	5,609	10,857	6,613	5,078	0	50,058
Production	Chino Groundwater	5,104	1,630	22,755	2,601	20,524	15,317	8,371	0	76,302
	Other Groundwater	0	0	0	1,054	7,783	9,253	0	8,517	26,607
	Local Surface Water	0	0	0	0	1,002	1,497	0	0	2,499
Subtotal		5,104	1,630	22,755	3,655	29,309	26,067	8,371	8,517	105,408
Purchases from Other Agencies	CDA	5,000	4,201	2,682	0	0	0	0	0	11,883
	MVWD	0	5,642	0	0	0	0	0	0	5,642
	SAWCo Water	0	0	338	6,297	0	0	0	0	6,635
	West End	0	0	0	1,246	0	0	0	0	1,246
Subtotal		5,000	9,843	3,020	7,543	0	0	0	0	25,406
Sales to Other Agencies	Chino Hills	0	0	0	0	0	0	-5,437	0	-5,437
	Ontario	0	0	0	0	0	0	0	-338	-338
	Upland	0	0	0	0	0	0	0	-6,297	-6,297
Subtotal		0	0	0	0	0	0	-5,437	-6,635	-12,072
Total		20,163	12,993	36,096	16,807	40,166	32,681	8,012	1,882	168,799

FY 14-15		Total IEUA Service Area Water Use by Retail Agency for FY 14-15 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	2,830	2,494	10,703	7,047	21,306	9,994	4,530	0	58,905
	Recycled (Direct Use)	8,324	1,827	8,018	636	1,400	0	308	0	20,513
Subtotal		11,154	4,321	18,721	7,684	22,705	9,994	4,838	0	79,418
Production	Chino Groundwater	6,497	2,904	17,426	3,416	14,490	13,344	8,407	0	66,485
	Other Groundwater	0	0	0	1,291	10,631	14,500	0	6,091	32,513
	Local Surface Water	0	0	0	0	1,076	1,969	0	0	3,044
Subtotal		6,497	2,904	17,426	4,708	26,196	29,813	8,407	6,091	102,042
Purchases from Other Agencies	CDA	5,232	4,426	4,827	0	0	0	0	0	14,485
	MVWD	0	4,436	0	0	0	0	0	0	4,436
	SAWCo Water	0	0	172	5,461	0	0	612	0	6,246
	West End	0	0	0	2,139	0	0	0	0	2,139
Subtotal		5,232	8,862	5,000	7,601	0	0	612	0	27,306
Sales to Other Agencies	Chino Hills	0	0	0	0	0	0	-4,439	0	-4,439
	MVWD	0	0	0	0	0	0	0	-612	-612
	Ontario	0	0	0	0	0	0	0	-172	-172
	Upland	0	0	0	0	0	0	0	-3,177	-3,177
Subtotal		0	0	0	0	0	0	-4,439	-3,961	-8,400
Total		22,884	16,087	41,147	19,992	48,902	39,807	9,419	2,129	200,366

FY 13-14		Total IEUA Service Area Water Use by Retail Agency for FY 13-14 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	4,342	962	9,904	7,265	28,825	9,792	5,965	0	67,055
	Recycled (Direct Use)	8,916	2,002	8,428	869	1,652	0	339	0	22,205
Subtotal		13,258	2,964	18,332	8,134	30,477	9,792	6,304	0	89,261
Production	Chino Groundwater	6,725	2,138	21,723	2,822	16,122	15,378	12,522	0	77,430
	Other Groundwater	0	0	0	704	8,324	17,454	0	12,610	39,092
	Local Surface Water	0	0	0	0	1,254	2,405	0	0	3,658
Subtotal		6,725	2,138	21,723	3,526	25,700	35,236	12,522	12,610	120,180
Purchases from Other Agencies	CDA	5,198	4,396	5,141	0	0	0	0	0	14,735
	CVWD	0	0	0	0	0	757	0	0	757
	MVWD	0	8,427	0	0	0	0	0	0	8,427
	SAWCo Water	0	0	0	9,662	0	0	400	0	10,063
	West End	0	0	0	2,653	0	0	0	0	2,653
Subtotal		5,198	12,824	5,141	12,316	0	757	400	0	36,636
Sales to Other Agencies	Chino Hills	0	0	0	0	0	0	-8,428	0	-8,428
	MVWD	0	0	0	0	0	0	0	-400	-400
	Upland	0	0	0	0	0	0	0	-9,662	-9,662
Subtotal		0	0	0	0	0	0	-8,428	-10,063	-18,490
Total		25,181	17,926	45,196	23,975	56,177	45,785	10,798	2,547	227,586

FY 12-13		Total IEUA Service Area Water Use by Retail Agency for FY 12-13 (AFY)								
		CHINO	CHINO HILLS	ONTARIO	UPLAND	CVWD	FWC	MVWD	SAWCo	TOTAL
Purchases from IEUA	Imported Water (MWD)	4,085	1,822	10,244	6,067	25,845	5,215	5,737	0	59,013
	Recycled (Direct Use)	8,957	1,890	6,894	264	1,231	0	327	0	19,562
Subtotal		13,042	3,711	17,138	6,331	27,075	5,215	6,063	0	78,575
Production	Chino Groundwater	7,022	3,134	20,801	2,358	18,740	33,576	10,325	0	95,956
	Other Groundwater	0	0	0	1,349	6,420	0	0	13,376	21,145
	Local Surface Water	0	0	0	0	1,921	4,059	0	0	5,980
Subtotal		7,022	3,134	20,801	3,707	27,081	37,635	10,325	13,376	123,081
Purchases from Other Agencies	CDA	4,805	4,075	4,792	0	0	0	0	0	13,671
	MVWD	0	6,949	0	0	0	0	0	0	6,949
	SAWCo Water	0	0	0	9,594	0	0	841	0	10,435
	West End	0	0	0	3,692	0	0	0	0	3,692
Subtotal		4,805	11,024	4,792	13,286	0	0	841	0	34,747
Sales to Other Agencies	Chino Hills	0	0	0	0	0	0	-7,249	0	-7,249
	MVWD	0	0	0	0	0	0	0	-841	-841
	Upland	0	0	0	0	0	0	0	-9,594	-9,594
Subtotal		0	0	0	0	0	0	-7,249	-10,435	-17,684
Total		24,868	17,869	42,731	23,324	54,157	42,850	9,980	2,941	218,719

APPENDIX B

Definitions

Chino Basin Groundwater – Water pumped from the Chino Basin Aquifer and treated by retail water agencies for all potable uses within the IEUA service area.

Desalter Water – Water pumped from Chino Basin Desalter I owned and operated by the Chino Basin Desalter Authority (CDA). Groundwater, with high levels of dissolved solids, is treated and distributed to several retail agencies within the IEUA’s service area for potable uses.

Imported Water (MWD) – Water from Northern California and supplied by the Metropolitan Water District of Southern California (MWD), and water transferred from other groundwater basins to retail water agencies operating within the IEUA service area. All Tier I and Tier II deliveries are included in this category.

Other Groundwater – Water produced from other local groundwater basins to retail water agencies operating within IEUA’s service area.

Surface Water – Water collected by retail water agencies from mountain runoff and storm flows, which is collected and treated for potable use.

Recycled Water – Title 22 recycled water produced by the IEUA at its water recycling plants for distribution through separate pipelines to retail water agency customers for all non-potable uses.

WECWC– West End Consolidated Water Company supplies some water to the City of Upland.

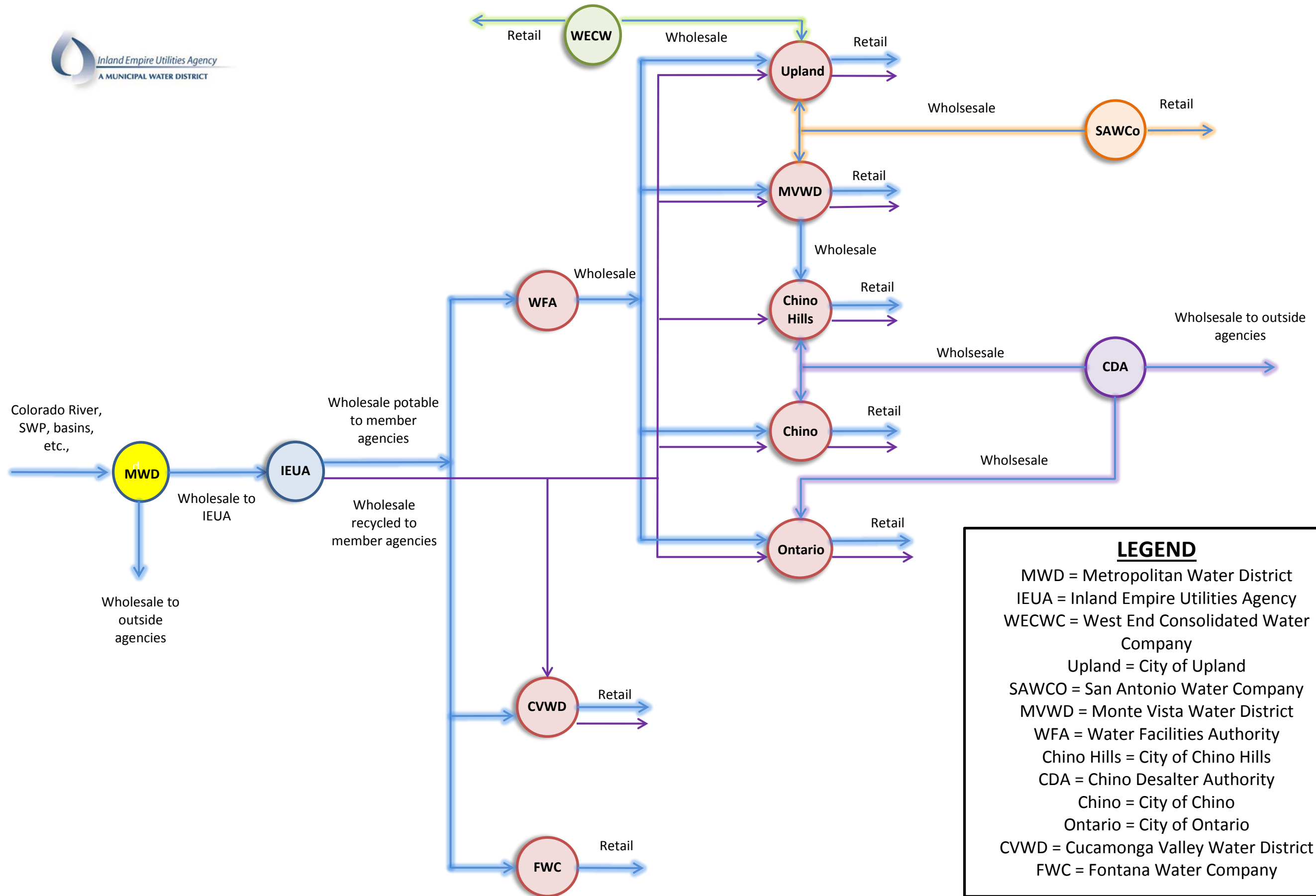
WVWD – West Valley Water District

Production – Amount of water Agencies produce from their groundwater, surface water, or other water supplies that they have rights or jurisdiction over.

Use – Amount of water used within a member agency’s jurisdiction, as reported by them to IUEA.

APPENDIX C

Member Agency Organizational Chart



LEGEND

- MWD = Metropolitan Water District
- IEUA = Inland Empire Utilities Agency
- WECWC = West End Consolidated Water Company
- Upland = City of Upland
- SAWCO = San Antonio Water Company
- MVWD = Monte Vista Water District
- WFA = Water Facilities Authority
- Chino Hills = City of Chino Hills
- CDA = Chino Desalter Authority
- Chino = City of Chino
- Ontario = City of Ontario
- CVWD = Cucamonga Valley Water District
- FWC = Fontana Water Company



IEUA FY 2016-2017 Annual Energy Report



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IEUA is committed to optimizing facility energy use and effectively managing renewable resources to achieve peak power independence and contain future energy costs.

Introduction

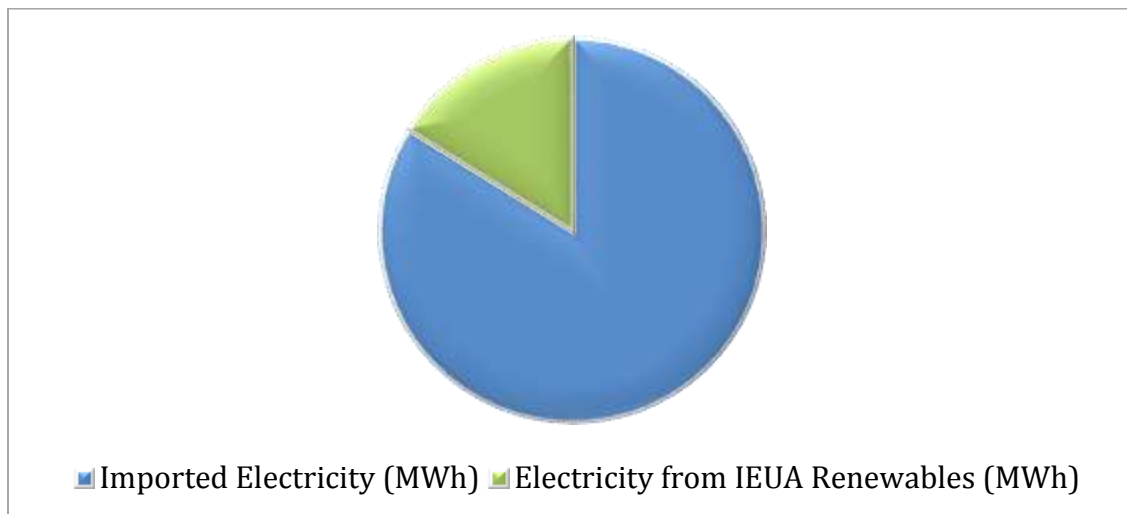
The 2016/17 Energy Report tracks IEUA's energy consumption, renewable generation performance and savings, and energy efficiency projects for the fiscal year. The report concludes with a glimpse of upcoming projects that will be further discussed in subsequent reports.

Summary

In 2016/17, IEUA:

- Consumed 73,884 MWh of electricity (Figure 1)
- Generated 16% of the electricity consumed from renewable energy resulting in \$370,000 in savings for the fiscal year (Figure 1). Savings to date since 2008 is approximately \$895,000.
- Spent \$8.6 million for electricity
- Completed the following energy efficiency projects
 - Lighting Project (Phase 1)
 - CCWRF Sludge Pump Replacement
 - Pumping Project (Phase 1)

Figure 1: IEUA Electricity Source for 2016/17



Did you know?

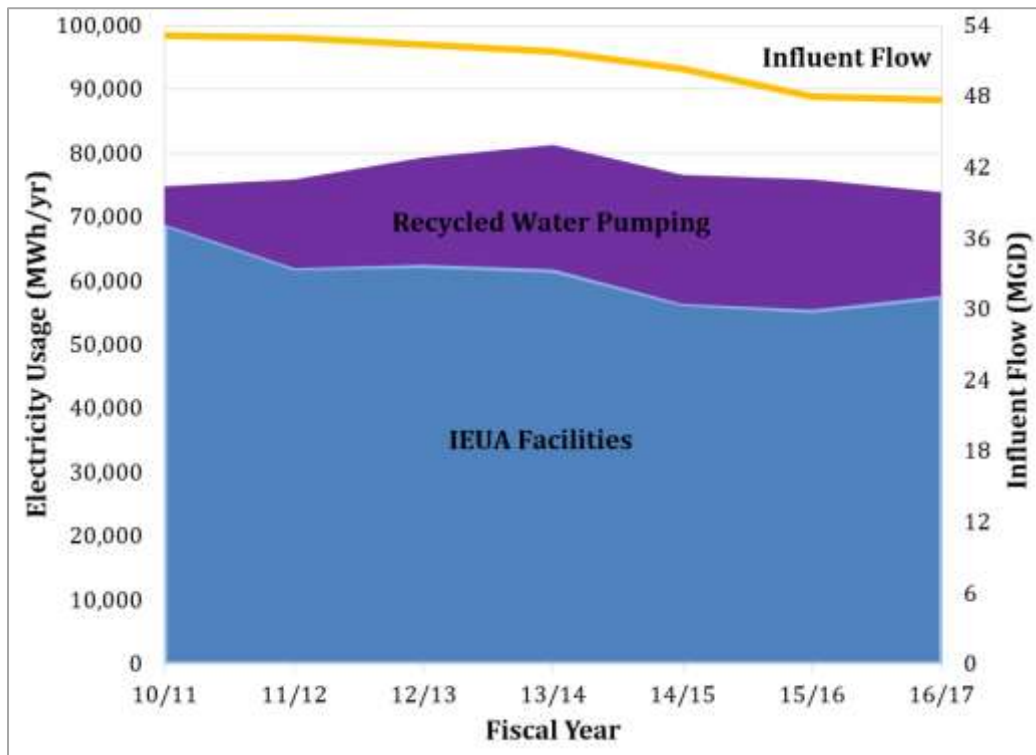
** A typical household uses 10,812 kWh per year (U.S. Energy Information Administration).*

** The renewable energy generated by IEUA would be able to provide electricity to at least 1,100 homes.*

Flow and Energy Consumption

- In 2016/17, the annual average influent flow to the regional wastewater facilities was 47.7 MGD which was a decrease of 0.6% as compared to the previous fiscal year of 48 MGD (Figure 2). The decrease was due to increased water conservation.
- In 2016/17, IEUA facilities which include the regional wastewater facilities, composting facility, and recycled water pumping used approximately 73,884 MWh of electricity (Figure 2). The electricity consumption for 2016/17 decreased by 2.5% as compared to the previous fiscal year of 75,795 MWh.

Figure 2: IEUA Electricity Use and Regional Influent Flows



Power Demand

- During the fiscal year, agency-wide demand ranged from 8,000 kW during the winter months and 10,700 kW during the summer months (Figure 4 and 5). The large seasonal variation in the power demand is attributed to the recycled water demand and the related recycle water pumping.

Expenditure

- In 2016/17, the annual cost for electricity was \$8.6 million which was a decrease of 11% as compared to the previous fiscal year of \$9.7 million. A portion of the savings is due to the current favorable energy market and direct access contract with Shell Energy North America, IEUA's energy service provider. The cost of electricity

remains the highest non-labor operations and maintenance (O&M) expenditure for IEUA.

Renewable Energy Production and Storage

- IEUA's diverse renewable portfolio consists of 3.5 MW solar, 1.0 MW of wind, 2.8 MW fuel cell, 3.0 MW of engines, and 0.5 MW battery. If fully operational, onsite generation would provide enough electricity to satisfy agency-wide demand during peak hours (Figure 4); current output is approximately 50% of the summer peak demand (Figure 5). In order to move closer to the goal of peak power independence by 2020, IEUA's renewable portfolio is expected to grow with additional solar and batteries. This would allow IEUA to be able to operate completely off the grid during peak energy usage periods.

Figure 3: IEUA's Diverse Renewable Portfolio



- IEUA's renewable portfolio generated 16% of the electricity used in 2016/17. Of the electricity consumed by IEUA;
 - 7.6% was produced by the Renewable Energy Efficiency Project (REEP) engine at RP-5;
 - 8.0% was produced by the solar across IEUA facilities; and
 - 0.5% was produced by the wind turbine at RP-4.
- The biogas engine at RP-2 was shut down in March 2016 in order to comply with more stringent emission limits established by the local air district. As such, the renewable generation from the RP-2 engine is no longer part of the renewable portfolio for 2016/17.

- In 2016/17, 12,000 MWh of electricity was generated on site, 42% less than 2015/16. This decrease was primarily due to the fuel cell being offline for the fiscal year due to the fuel cell performance.
- Despite Power Purchase Agreement (PPA) average rates were typically higher than the average grid price in 2016/17, renewable energy projects provided overall \$370,000 in savings, as a result of lower standby charges compared to the facility demand charge rate.
- Generated solar electricity varies between the summer and winter seasons, as generation increases in summer months, which have more sunlight hours each day than winter months (Figure 5).
- Overall, during the winter months, the wind turbine produced more consistently (Figure 5).
- Engine was able to produce consistently throughout the year with stable gas production and quality (Figure 5).
- The battery at RP-5 provided IEUA at least \$8,000 in savings despite being in test mode from June 2016 – November 2016.

Figure 4: Connected Renewables' Capacities vs. Agency-Wide Power Demand

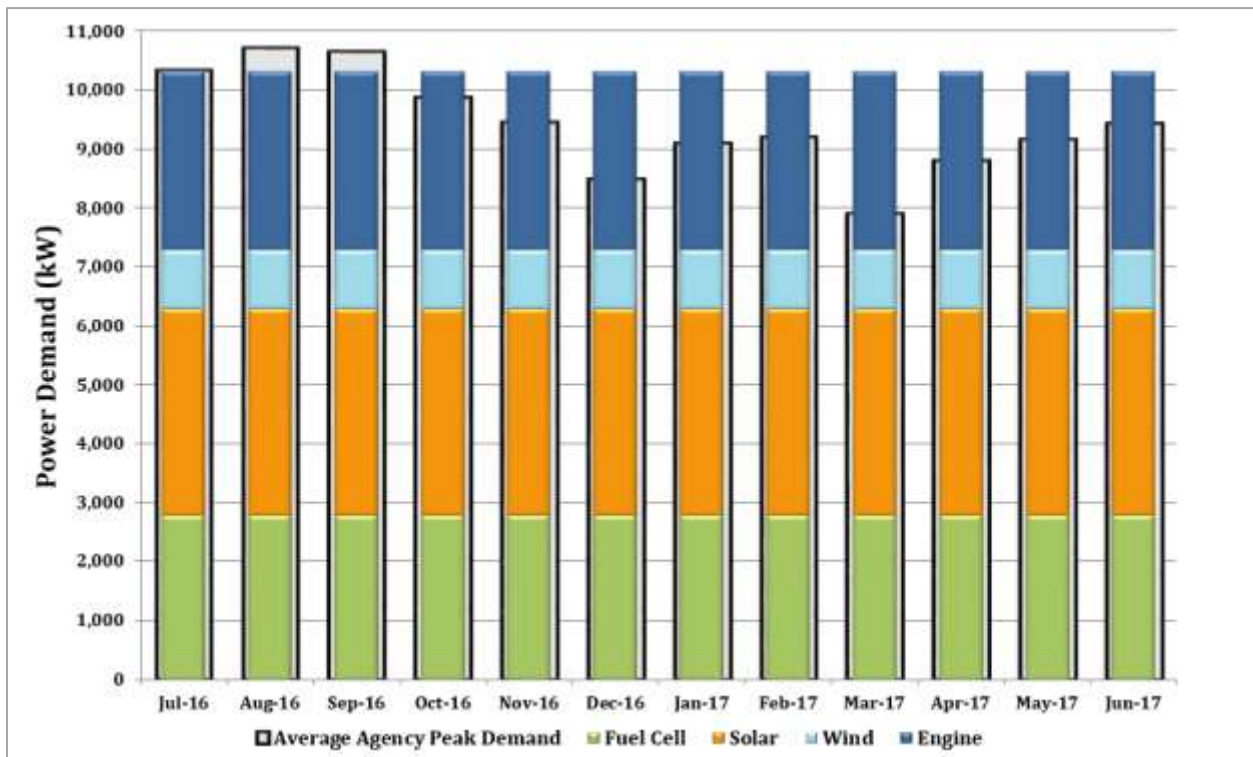
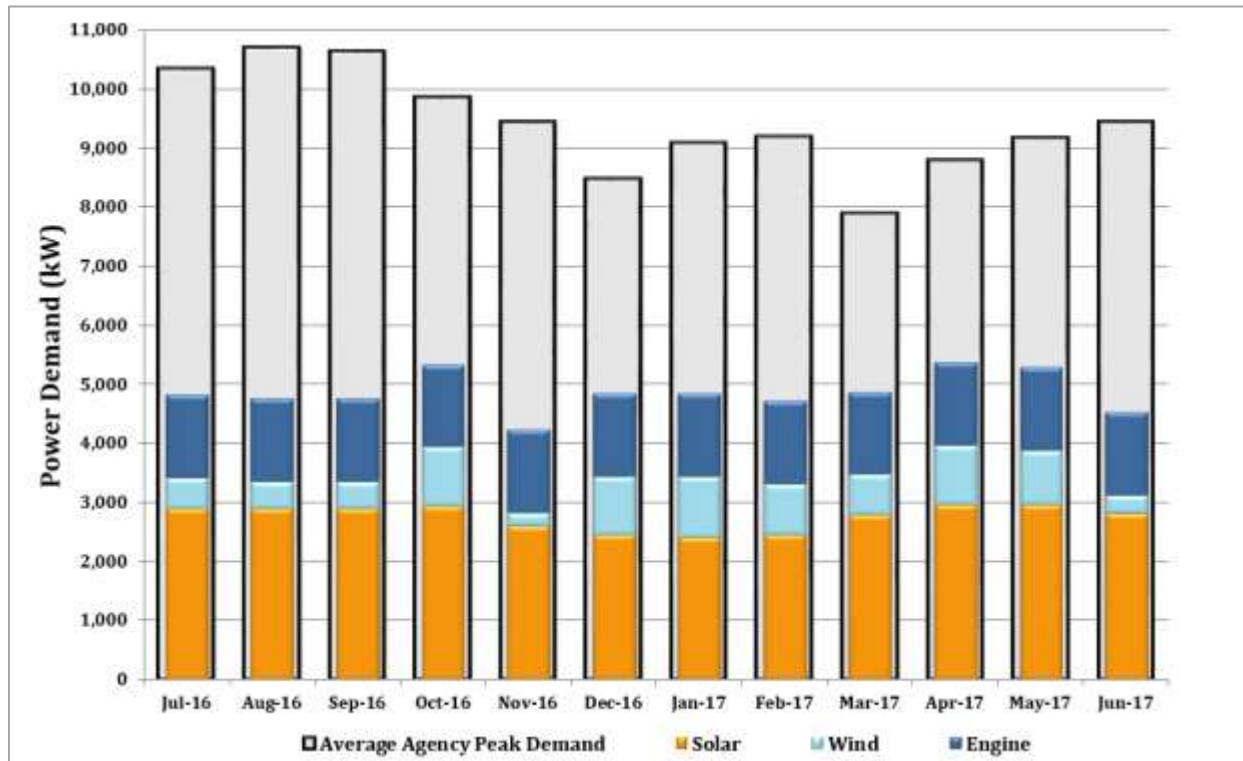


Figure 5: Actual Renewables' Output



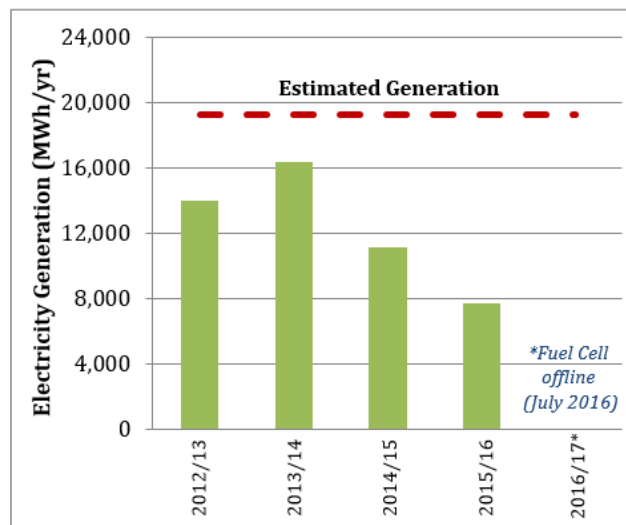
Fuel Cell



Fuel Cell Performance

- The fuel cell is assumed to have not generated any renewable energy in 2016/17, although the fuel cell operated for less than a month in the fiscal year. IEUA is unable to obtain data for the month due to the ongoing litigation.

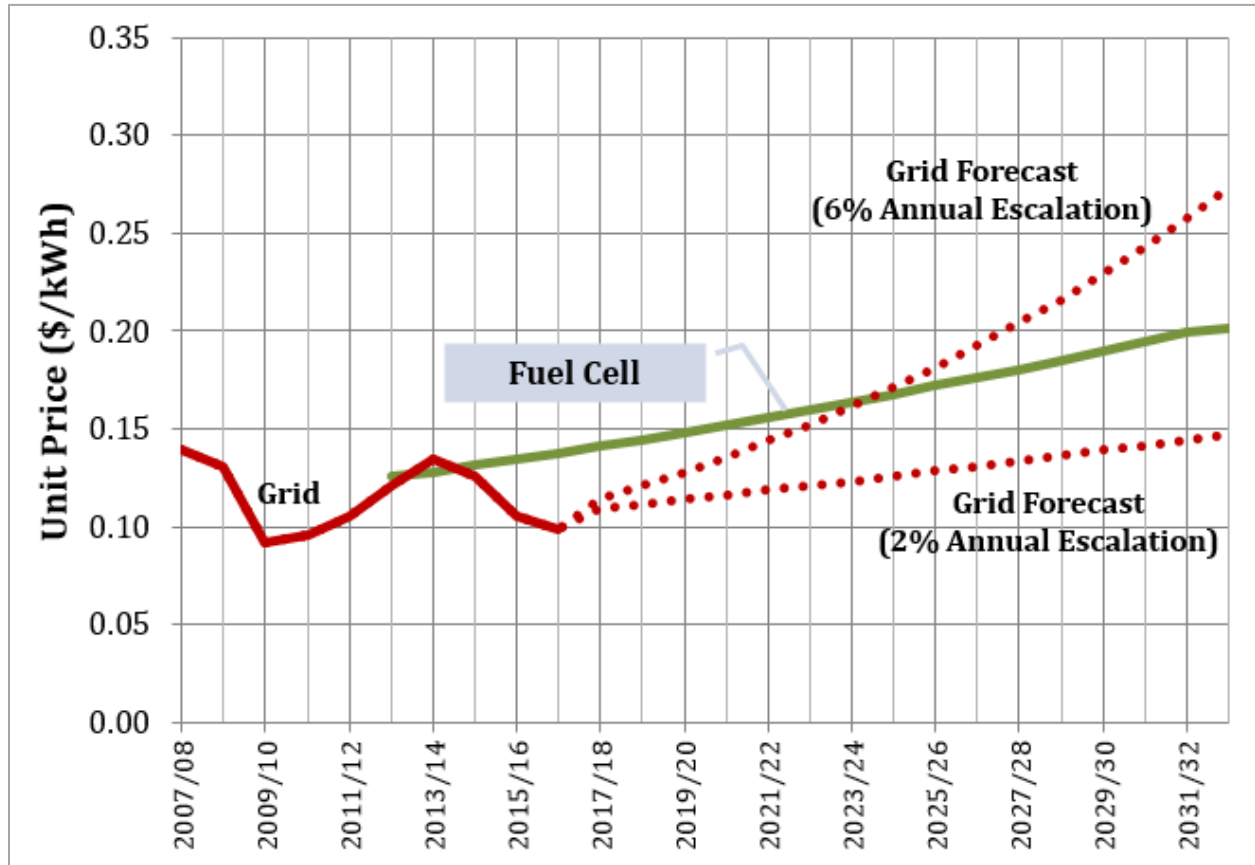
Figure 6: Fuel Cell Electricity Output



Fuel Cell Cost

- For 2016/17, the PPA rate for the fuel cell was higher than the average grid price. Figure 7 depicts the unit price of electricity from the fuel cell PPA as compared to the average grid price.

Figure 7: Cost of Fuel Cell Power vs Grid Import



- Despite PPA average rates have been typically higher than the average grid price since 2014/15, the fuel cell project provided to date approximately \$628,000 in savings, as result of lower standby charges compared to the facility demand charge rate. Table 1 provides the cumulative savings and the savings throughout the PPA term with a grid forecast of 2% and 6% escalation per year.

Table 1: Savings from Fuel Cell Power

Savings FY 12/13 – FY 16/17	\$628,000
Range of Savings PPA Term (FY 12/13 – FY 32/33)	-\$11,206,000 (2% Esc) \$5,261,000 (6% Esc)

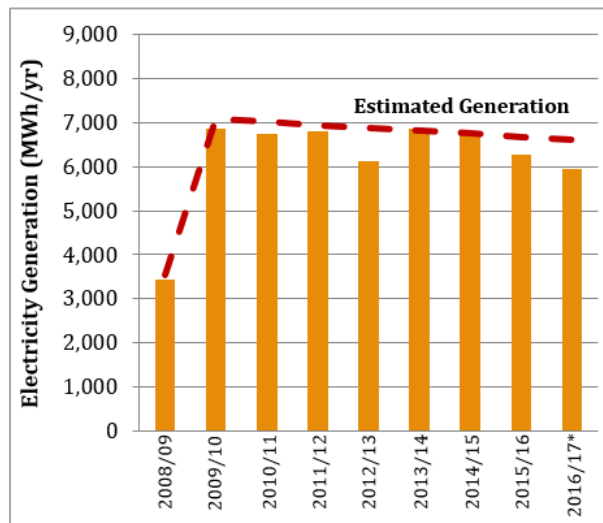
Solar



Solar Performance

- Solar across IEUA facilities generated 5,945 MWh of renewable energy, 5.4% less than 2015/16. The solar generation for 2016/17 is an estimate due to a metering issue and will be updated as soon as the issue has been resolved.

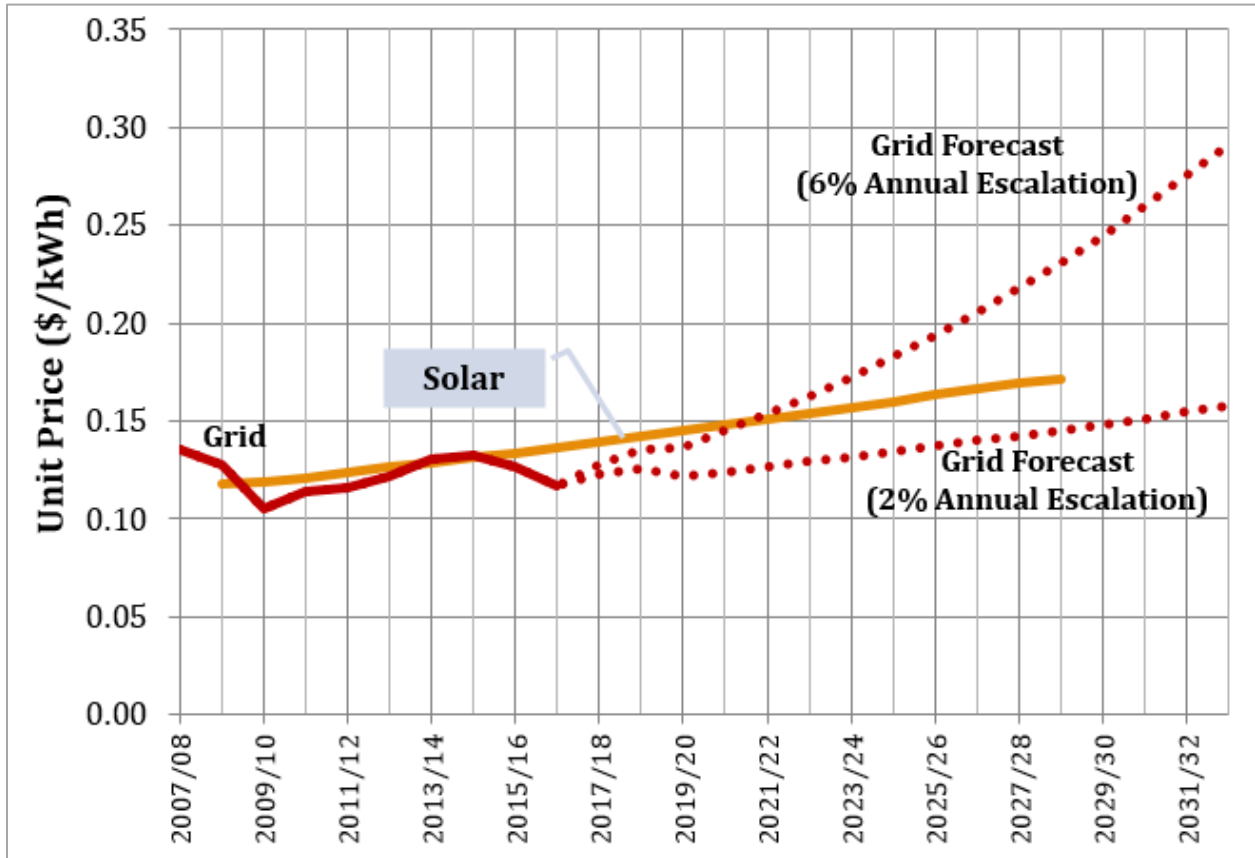
Figure 8: Solar Electricity Generation



Solar Cost

- For 2016/17, the PPA rate for the solar was higher than the average grid price.

Figure 9: Cost of Solar Power vs Grid Import



- Solar generated \$145,000 from 2008/09 to 2016/17.

Table 2: Savings from Solar Power

Savings FY 08/09 – FY 16/17	\$145,000
Range of Savings PPA Term (FY 08/09 – FY 28/29)	\$477,000 (2% Esc) \$3,635,000 (6% Esc)

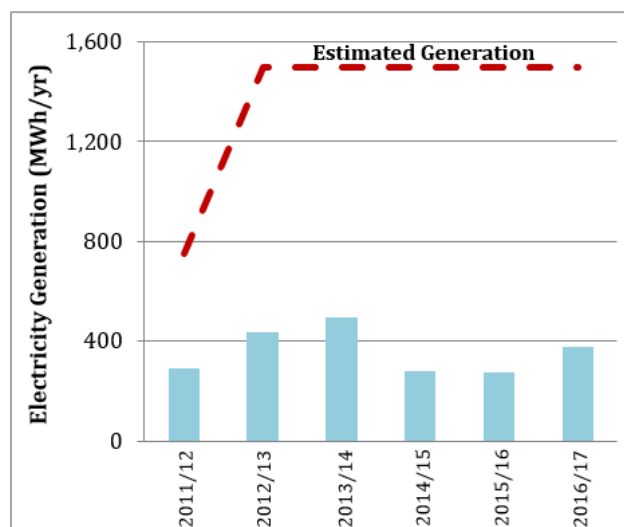
Wind



Wind Performance

- The wind turbine at RP-4 generated 2,150 MWh of renewable energy, 21% higher than 2015/16.

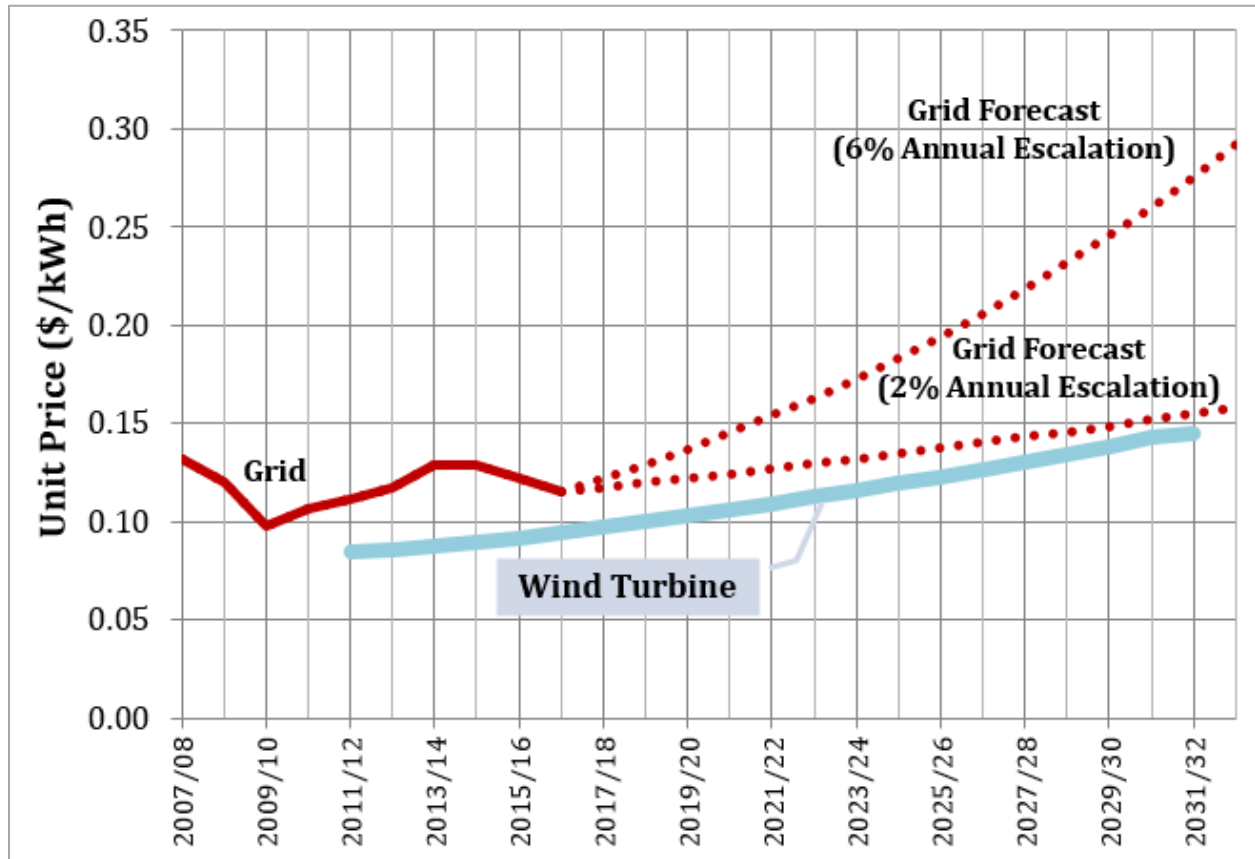
Figure 10: Wind Electricity Generation



Wind Cost

- For 2016/17, the PPA rate for the wind turbine was 22% lower than the average grid price.

Figure 11: Cost of Wind Power vs Grid Import



- Wind generated \$61,000 in savings from 2011/12 to 2016/17.

Table 3: Savings from Wind Power

Savings FY 11/12 – FY 16/17	\$61,000
Range of Savings PPA Term (FY 11/12 – FY 31/32)	\$151,000 (2% Esc) \$477,000 (6% Esc)

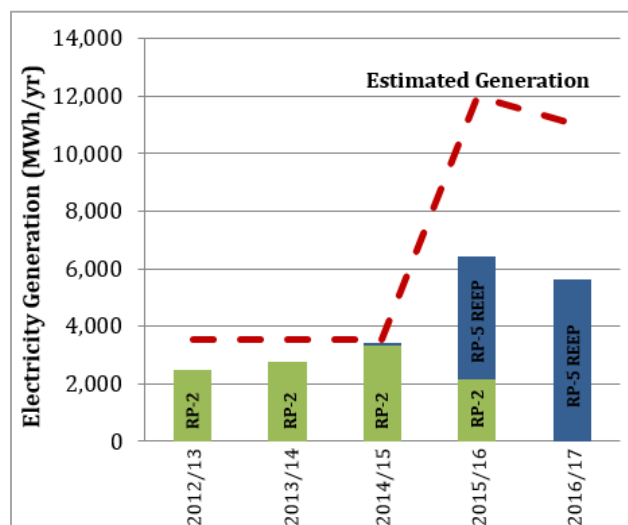
Engine



Engine Performance

- Renewable energy generated by engines decreased by 12% in 2016/17 because the engine at RP-2 was shut down in 2015/16.
- Similar to 2015/16, one of the two Renewable Energy Efficiency Project (REEP) engines at RP-5 was in operation in 2016/17 because RP-5 SHF was unable to produce sufficient biogas to operate both engines. In 2016/17, the engine produced 5,640 MWh of renewable electricity, 33% higher than the previous fiscal year.

Figure 12: Engine(s) Electricity Generation



Engine Cost

- The rate for the REEP engines remains 5% lower than the average grid price, consistent with the lease agreement with Inland Bioenergy, LLC (IBE).

Figure 13: Cost of Engine Power vs Grid Import

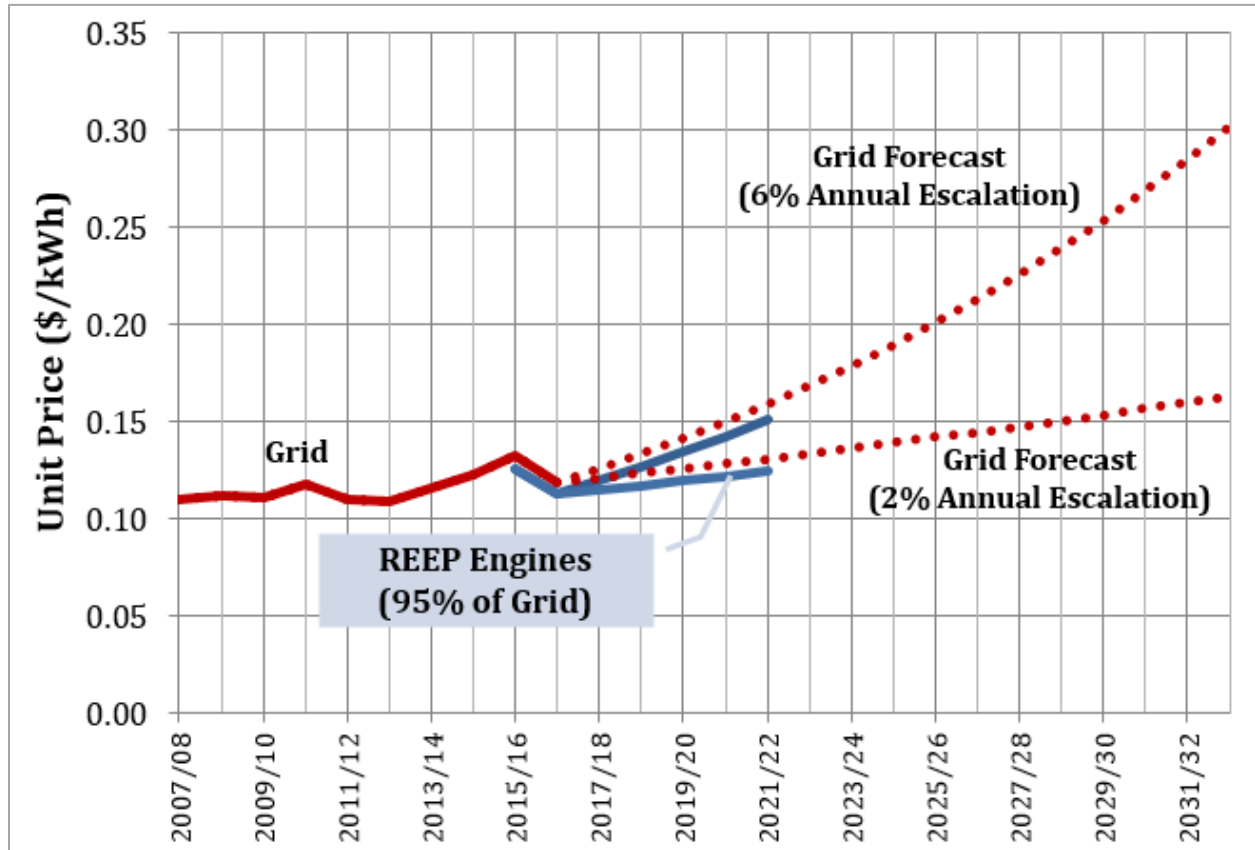


Table 4: Savings from Engine Power

Savings FY 11/12 – FY 16/17	\$61,000
Range of Savings PPA Term (FY 11/12 – FY 21/22)	\$295,000 (2% Esc) \$325,000 (6% Esc)

Energy Efficiency Projects

- IEUA continues to work with Southern California Edison (SCE) and The Energy Network to conduct comprehensive energy audits and to implement projects to reduce electricity consumption throughout its facilities and operations. In FY 16/17, several lighting replacements and pump overhauls and retrofits were completed that will result in an annual electricity savings of 1,185,000 kWh/year, an avoided power usage of 110 kW, and an annual savings of \$142,000/year assuming the average price for electricity is \$0.12/kWh. Project highlights include:

Lighting Project (Phase 1)

- This project was completed in August 2016 in which 522 lighting fixtures at RP-4/IERCF and CCWRF were replaced with efficient LED fixtures.
- Expected annual savings: 515,135 kWh and \$61,800
- Avoided power usage: 22 kW



LEDs installed at RP4's chemical storage room

CCWRF Sludge Pumps

- This project consisted of replacing old sludge pumps at CCWRF with new high efficiency pumps.
- Completed: February 2017
- Expected annual savings: 8,779 kWh and \$1,000
- Avoided power usage: 2.13 kW

Pumping Project (Phase 1)

- This project consisted of refurbishing two recycled water pumps at RP-1, a recycled water pump at RP-4, and the pump at the Intermediate Pump Station (IPS) at RP-1. The project also replaced a sewage pump at the Philadelphia Lift Station.
- Completed: April 2017
- Expected annual savings: 660,994 kWh and \$ 79,000
- Avoided power usage: 86.7 kW

Upcoming Projects

Renewable Natural Gas Feasibility Study

- On July 19, 2017, IEUA's Board of Directors approved the Memorandum of Understanding (MOU) between IEUA and Anaergia for the development of a renewable natural gas project at RP-1. IEUA is working with Anaergia to develop a feasibility study of the economic and technical viability of a renewable natural gas facility at RP-1 for the export of biomethane. The feasibility study is expected to be completed in the first quarter of 2018.

IERCF Rooftop Solar

- On July 19, 2017, the Board of Directors authorized the General Manager to negotiate and execute the agreement between the Inland Empire Regional Composting Authority (IERCA) and IEUA for the installation of a solar photovoltaic power plant, subject to engineering evaluation. Advanced Microgrid Solutions (AMS) who will design, install, and manage the project plans to install 1.5 MW of solar subsequent to further engineering evaluation of the roof structure.

Energy Storage Installation

- AMS plans to install a total of 3.5 MW of batteries at RP-4, RP-1 and CCWRF. The installation of a 1.5 MW battery at RP-4 will be completed in February 2018; a 1.0 MW battery at RP -1 will be completed in April 2018; and a 1.0 MW battery at CCWRF will be completed in June 2018. The batteries will efficiently integrate IEUA's renewable generation facilities, improve energy load management, and provide cost savings by shifting electricity use away from expensive peak hours.
- AMS provided a minimum net savings assurance to IEUA and IERCA combined of approximately \$178,000 per year for 20 years.

Lighting Project (Phase 2)

- This project consists of replacing interior and exterior lights at RP-1, RP-5, CCWRF, and IEUA's Headquarter Building with Light Emitting Diodes (LEDs). At least 2,000 lights will be replaced.

Pumping Project (Phase 2)

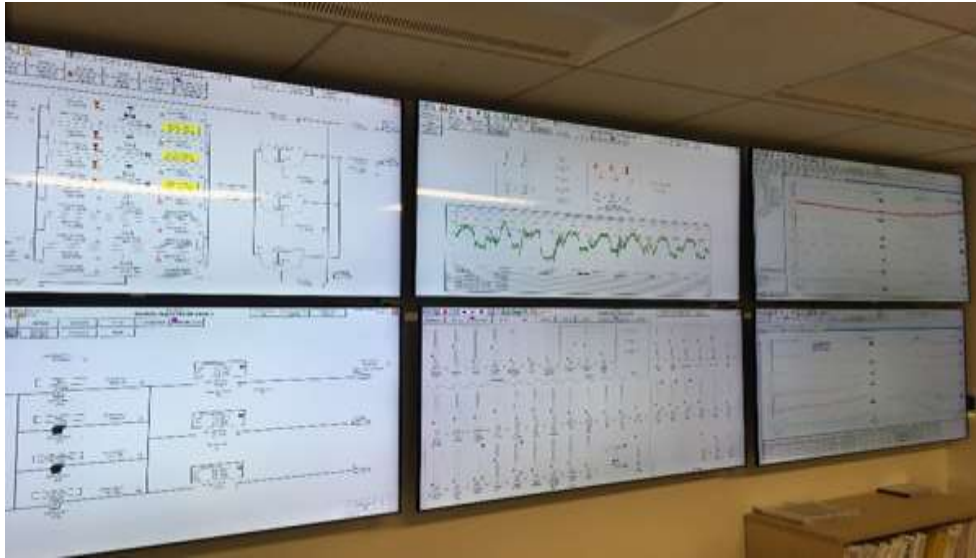
- This project will replace a sewage pump at the Philadelphia Lift Station and will refurbish three recycled water pumps at RP-1 and a recycled water pump at RP-4. The project is expected to be completed in December 2017.

Greenhouse Gas Emissions Annual Reporting

- IEUA will continue to voluntarily report its greenhouse gas emissions to The Climate Registry.

UCR Energy Demand Management

- IEUA will continue to work with University of California, Riverside (UCR) to demonstrate and deploy energy management, data acquisition, and supervisory control strategies to improve efficiency and reduce both peak loads and electricity costs at CCWRF.



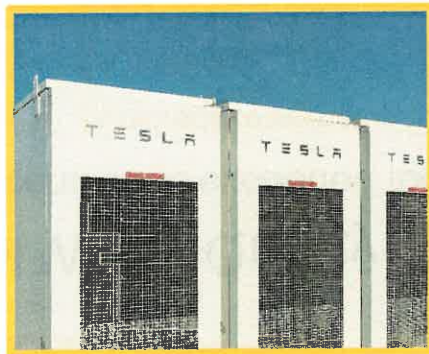
CCWRF's control screens provide operators with instantaneous facility power demand and the monthly peak demand. This information allows operators to reduce power (e.g. reduce pumping temporarily) to avoid setting a new peak demand, thereby reducing electricity cost.

INFORMATION

ITEM

2B

1st Quarter Planning & Environmental Resources Update



Regulatory Compliance Update

- Regional Water Quality Control Board
 - Permit conditions exceeded for the following:
 - CCWRF – Chlorodibromomethane, Dichlorobromomethane, Total Coliform
 - RP-5 – Total coliform
- Air Quality Management District
 - 100% compliance
- Division of Drinking Water
 - CDA1 and GWR – 100% compliance
- Odor complaints (Rancho/Ontario area)
 - Identified the source: NRWS customer



Hydrogen Sulfide Source Evaluation

- Odor Complaints

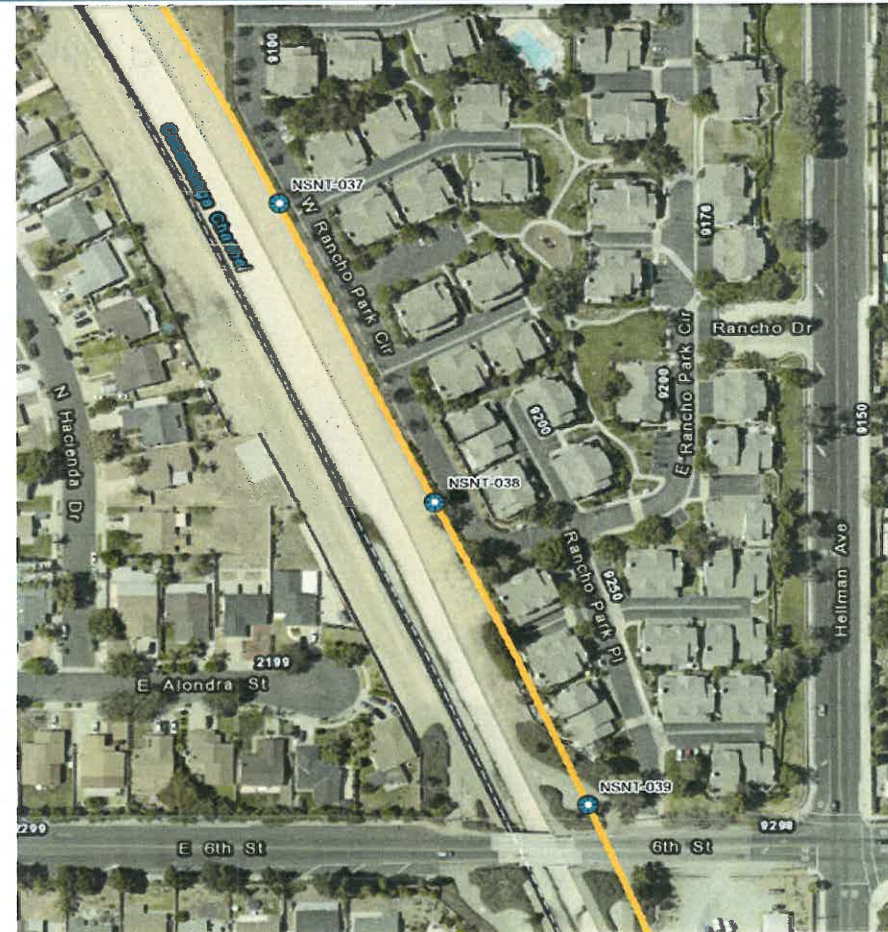
- NRWS North system trunk
- High levels of hydrogen sulfide
- Line cleaning in September
- Lining of 12 manhole structures

- Source Identification

- Industries in compliance with sulfide limits
- High sulfate and high strength organic waste
- Vinegar manufacturer

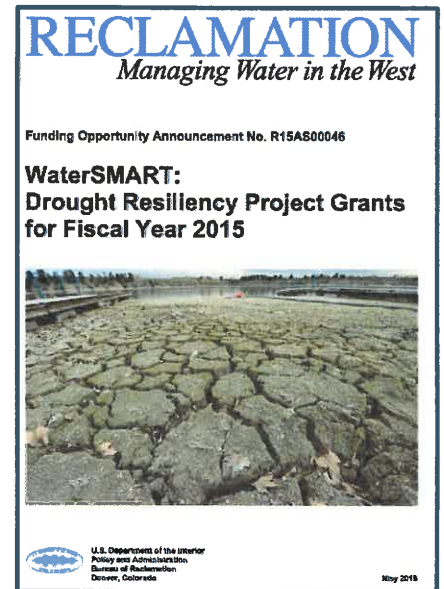
- Next Steps

- Pipeline assessment
- Continue monitoring industries and collection system



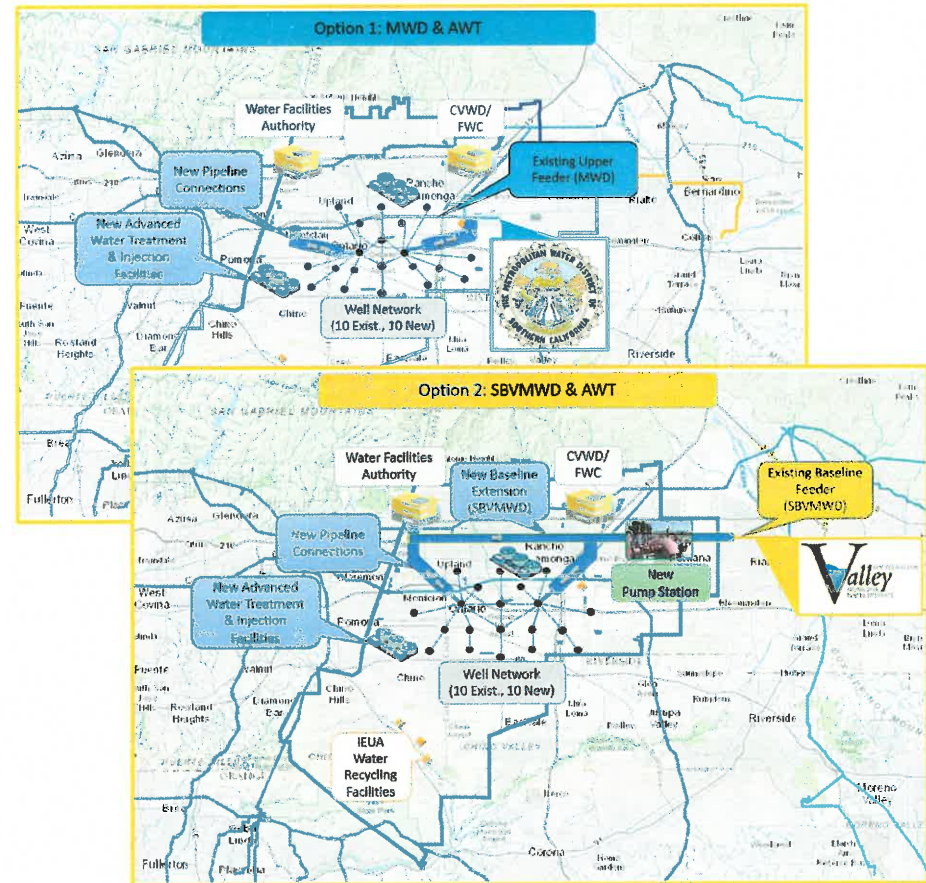
Water Resources Activities

- Regional Drip Kit Workshop (September 23, 2017)
 - Partnered with Three Valleys MWD
 - Instructional Class conducted by Rainbird
 - Free Kits distributed to eligible attendees
- Drought Plan
 - Update of IEUA's 2009 Plan
 - 50% funded by USBR
 - Kick-off Meeting – September 19, 2017
- Chino Basin Water Bank
 - 2nd Regional Workshop: October 31, 2017 at CVWD Frontier Project
 - Arcadis conducting interviews to prepare for the workshop
 - Refine principles for the water bank based on stakeholder input



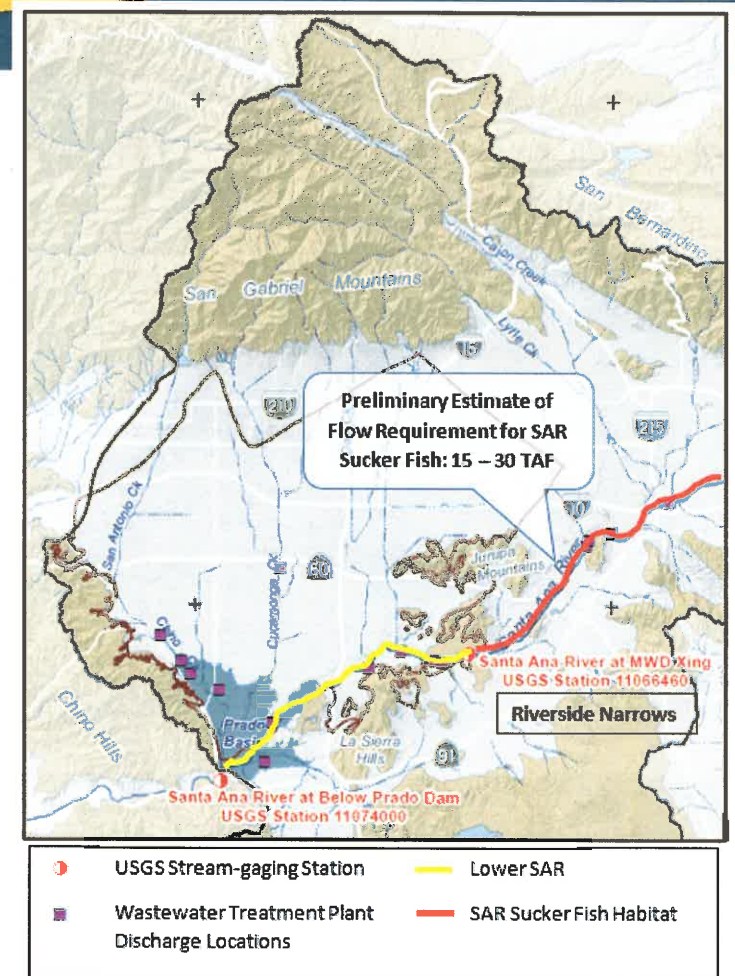
Water Resources Activities

- SARCCUP
 - Additional modeling by October 2017 to determine:
 - recommended projects and operations plan
 - how SARCCUP can deliver water without using MWD facilities
- Proposition 1 – Water Storage Investment Program
 - Submitted application August 14th for \$480 M in regional projects
 - Staff will continue to conduct technical feasibility studies as needed to develop the proposed project concept.



Water Resources Activities – Continued

- Upper Santa Ana River Habitat Conservation Plan
 - Minimum discharges in critical fish habitat = 36 cubic feet per second
 - Modeling underway to evaluate interaction between river and groundwater basins
 - Draft plan should be completed by 2019



INFORMATION

ITEM

2C

Date: October 18, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

10/11/17

Finance & Administration

10/11/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Policy Principles on Water Storage and Purchase Opportunities

Executive Summary:

As a regional environmental steward, IEUA strives to promote water reliability by supporting the region with the development of reliable, resilient and sustainable water supplies from a diverse set of sources. To help guide IEUA in securing future water storage and supplemental water purchase opportunities, staff has prepared the following draft policy principles to help serve as guidelines. The provided policy principles outline IEUA's goals and objective in securing supplemental water supply as well as framework to guide future negotiations within the Chino Basin.

IEUA's goal with establishing the following policy principles is to maintain foundational benefits, both regional and IEUA specific in all negotiations that are pursued, such as: pursue storage, secure supplemental water to aid during dry years, provide water quality improvement, maintain basin plan commitments, meet Chino Basin replenishment needs, and allow for the reinvestment in local infrastructure. An integral part of presenting the proposed policy principles is to receive feedback from the Board of Directors to reflect IEUA's policy goals in supporting a reliable water supply in the service area. A final draft of the proposed policy principals will be brought back to the Board for consideration and potential adoption.

Staff's Recommendation:

The draft policy principles is is an information item for the Board of Directors to receive and file.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

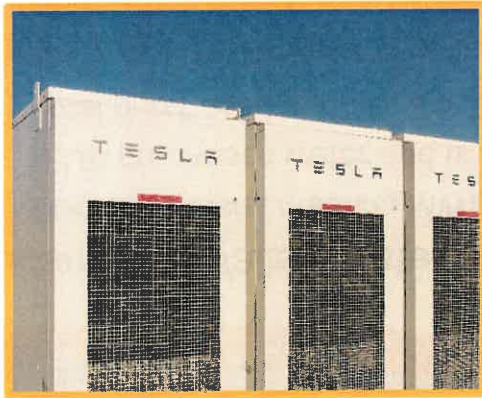
These policy principles are consistent with the IEUA's Business Goal of Water Reliability specifically the Water Supplies objective where IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

Attachments:

Attachment 1 - PowerPoint

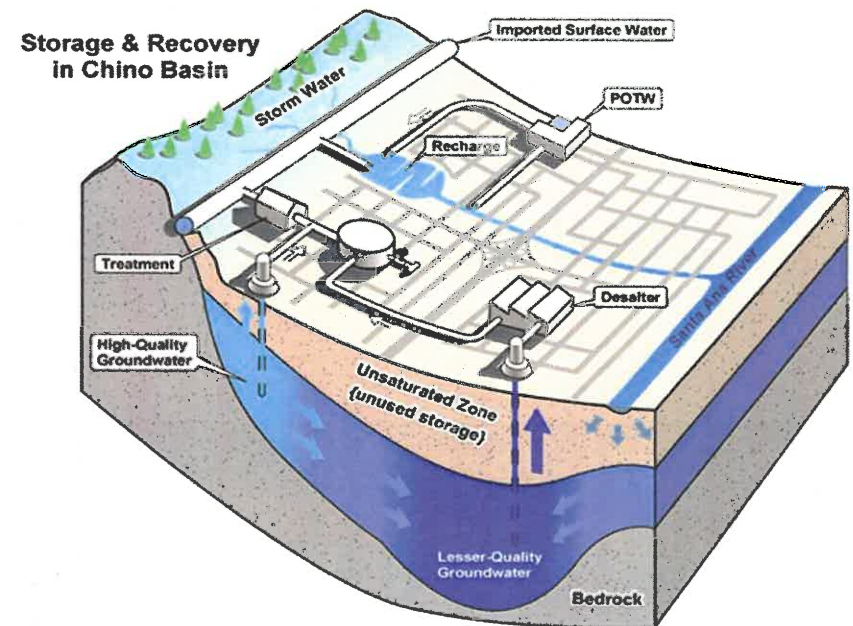
Attachment 2 - DRAFT: Policy Principles for Water Storage

Policy Principles for Water Storage and Purchase Opportunities



Current Water Storage and Purchase Agreements

- Cucamonga Valley Water District (Executed)
 - Purpose: Assist meeting MWD minimum take-or-pay requirement
 - IEUA purchases water and is stored on its behalf by CVWD
 - Total purchased to date: 3,660 AF
- Auto Club Speedway (Executed)
 - Purpose: Expanded recycled water use
 - IEUA receives groundwater credits
 - Total credits: 450 AF
- Monte Vista Water District (Pending)
 - Purpose: Assist member agency to meet local water quality
- Upland (Pending)
 - Purpose: Assist maintain baseline WFA deliveries



Policy Principles as a Framework

- Establish principles to define foundational objectives:
 - Water supply reliability goals
 - Utilize groundwater storage
 - Secure supplemental water to aid in dry years
 - Enhance water quality
 - Meet Basin Plan commitments
 - Help address local issues, such as subsidence
 - Offset Chino Basin replenishment needs
 - Allow for the investment in local infrastructure
 - Cost-effectiveness criteria



Schedule

- October 2017: Draft Policy Principles
- November 2017: Final Policy Principles for consideration
- December 2017: MVWD Demonstration Project

*The Policy Principles are consistent with the Agency's Business Goal of **Water Reliability**, specifically the Water Supplies objective where IEUA will support the region with the development of reliable, resilient and sustainable water supplies from diverse sources.*

IEUA Proposed Policy Principles for Water Storage and Purchase in the Chino Groundwater Basin

Recommended policy principles to serve as guidelines for future purchases of available imported water for the benefit of the region.

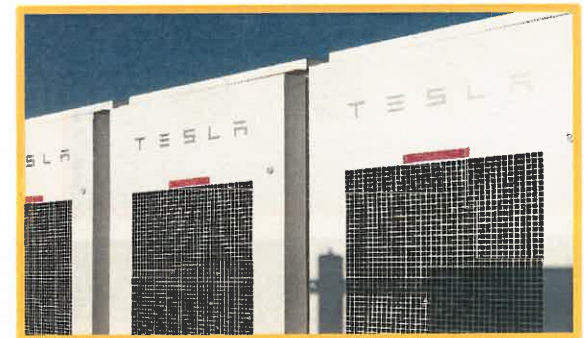
1. IEUA desires to have a designated storage account within the Chino Basin for delivering and storing imported water in the Chino Basin for the purpose of providing some or all of the regional benefits below:
 - a. supplemental local water supplies during dry years;
 - b. water quality improvement;
 - c. offsetting Chino Basin Watermaster needs for replenishment; and
 - d. reinvestment of capital for infrastructure needs and/or future water supplies
2. IEUA may desire, in the future, to obtain permanent storage rights in the Chino Basin contingent upon approval from Chino Basin Watermaster.
3. IEUA may elect to enter into water storage agreements with member agencies, if the need arises by a member agency, for assistance regarding the minimum take-or-pay MWD service connection requirement or other similar requirements.
4. Until such point that IEUA has permanent groundwater storage, IEUA should pursue water storage agreements with appropriators or other Chino Basin water rights holders to promote regional collaboration for groundwater storage programs.
5. IEUA's Chino Basin groundwater storage account pursuit should not adversely affect relations with member agencies or other parties within the Chino Basin.
6. IEUA should manage groundwater storage, through future agreements, with the intent of providing supplemental water, enhancement of water quality, capital reinvestment for infrastructure, and member agency assistance to meet the needs of the region when situations arise.
7. IEUA should enter into future water storage agreements that will, at minimum, allow the agency to be made whole financially in its pursuit of providing regional benefits to the Chino Basin. Proceeds that are collected from future water storage sales will be reinvested into the Chino Basin for the added benefit of the region.
8. IEUA should cover all costs related to water acquisition and holding, administration, and interest. All costs shall be recovered, at maximum, within a 10-year period for any future purchases of available imported water for the benefit of the region.
9. IEUA's pursuit of a groundwater storage account or storage agreements should not interfere with regional water banking operations.
10. Water stored under member agencies name for IEUA shall be stored in the Excess Carryover Account.
11. Future groundwater storage agreements should be flexible enough to allow creativity in promoting solutions for developing water supply in the region, and not be hindered by rigid framework.

INFORMATION

ITEM

2D

Engineering and Construction Management Project Updates



EN14042 – RP-1 1158 RWPS Upgrades

- Design Engineer: Stantec
- Current Contract (Design): \$445 K
- Total Project Budget: \$4.0 M
- Project Completion: November 2019
- Percentage Complete: 37%
- Scope of Work:
 - Replace existing four 400 HP pumps with four 700 HP pumps
 - Conduct a condition assessment of the wet well
 - Upgrade existing power center
 - Upgrade SCADA/Programming
 - Construct a 7,500 gallon water/air surge tank
- Current Activities:
 - Review draft Pre Design Report
 - Review wet well condition assessment report
 - Grant and loan approval process
- Focus Points:
 - Proceed with 50% design



Recycled Water Pump Station Motors



Front of Switchgear

EN16024 – RP-1 Mixed Liquor Return Pumps

- Construction Contractor: J. F. Shea Construction, Inc
- Current Contract (Construction): \$4.9 M
- Total Project Budget: \$6.6 M
- Project Completion: March 2018
- Percentage Complete: 72%
- Scope of Work:
 - Add mixed liquor pumps to all six trains
 - Upgrade SCADA/Programming
 - Upgrade power centers
- Current Activities:
 - Finished construction of train nos. 1 and 2
 - Continue construction of train no. 4
- Focus Points:
 - Delivery of new pumps and install



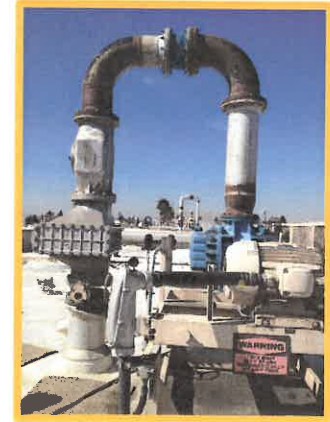
Boiling mixed liquor suspended solids prior to work



Smooth, soft air after work

EN17042 – Digester 6 and 7 Roof Repairs

- Design Engineer: GHD, Inc.
- Current Contract (Predesign): \$130 K
- Contractor: Synagro-WWT, Inc.
- Current Contract (Cleaning/Upgrade): \$1.7 M
- Total Project Budget: \$3.8 M
- Project Completion: July 2019
- Percentage Complete: 10%
- Scope of Work:
 - Clean digesters 1, 6, and 7
 - Replace valves and redundant flame arrestors on digesters 1, 6, and 7
 - Evaluate roof cracks and gas mixing system on digesters 6 and 7
- Current Activities:
 - Completed digester 1 cleaning and valve replacements
- Focus Points:
 - Start digester 1
 - Shut down, clean, and inspect digester 6
 - Finalize Pre Design Report for digester 6



Gas Mixing System



Digester No. 6 Flame Arrestor

EN17044 – RP-1 Power Reliability Generator Control Upgrades

- Design Engineer: Black & Veatch
- Current Contract (Design): \$75 K
- Total Project Budget: \$1.5 M
- Project Completion: October 2018
- Percentage Complete: 10%
- Scope of Work:
 - Replace five control cabinets that operate the emergency generators
 - Incorporate Microgrid control features
- Current Activities:
 - Review Request for Proposals from prequalified contractors
- Focus Points:
 - Keep the functionality of the current system
 - Upgrade to modern equipment and current programming standards
 - Transition to new system without disruption to the plant



Back up Generators at RP-1



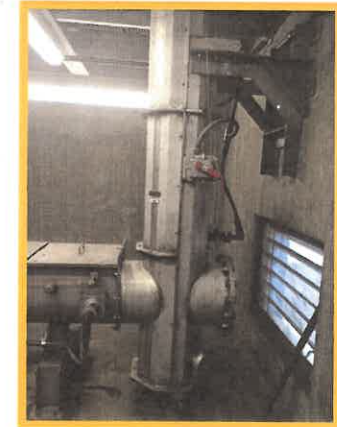
Current Control System

EN17047/EN17048 – RP-1 Safety Improvements/Dewatering Vertical Conveyors

- Construction Contractor: Baghouse & Industrial
- Current Contract (Design-Build): \$392 K
- Total Project Budget: \$606 K
- Project Completion: August 2017
- Percentage Complete: 100%
- Scope of Work:
 - Design and install hand railing and foot entanglement protection
 - Install overhead and elevation change warning signs
 - Design and install two vertical conveyor housings in kind
 - Line housings with additional wear protection
- Current Activities:
 - Project complete
- Focus Points:
 - As-builts in progress



Housing Removed During Construction



New Conveyor Housing