



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

**WEDNESDAY, JUNE 13, 2018
9:45 A.M.**

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 May 9, 2018.

B. RP-3 RMPU CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award the two construction contracts to James McMinn, Inc., in the amount of \$99,900 for demolition (Item 1) and \$577,905 for excavation (Item 3);
2. Reject the received bids for the basin improvement (Item 2); and
3. Authorize the General Manager to execute the contracts subject to non-substantive changes.

C. LABOR COMPLIANCE MASTER SERVICE CONTRACTS

Staff recommends that the Committee/Board:

1. Award a three-year master service contract for labor compliance to The Solis Group with options for up to four one-year extensions;
2. Approve a two-year extension amendment to Golden State Labor Compliance, LLC;
3. Both contracts shall be limited to a single aggregate not-to-exceed amount of \$500,000; and
4. Authorize the General Manager to execute the contract and amendment subject to non-substantive changes.

D. EMERGENCY CONSTRUCTION CONTRACTOR AWARDS

Staff recommends that the Committee/Board:

1. Award three-year master contracts for Emergency Construction Contractors to the following companies with four one-year extension options: Atom Engineering, Big Sky Electric, Davis Electric, Doty Brothers Equipment Company, Environmental Construction, Inc., Ferreira Construction, Genesis Construction, Humphrey Constructors, J.R. Filanc Construction Co., Inc., Kana Subsurface Engineering, KDC Inc. dba Dynaelectric, Mike Bubalo Construction, Murphy Industrial Coatings, Inc., SCW Contracting Corp., Trinity Construction, Vance Corp., W.A. Rasic Contracting, Weka, Inc., and W.M. Lyles Co.; and
2. Authorize the General Manager to execute the contracts subject to non-substantive changes.

E. RP-5 FACILITY IMPROVEMENT CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-5 Facility Improvement, Project No. EN18028, to GSE Construction Co., in the amount of \$126,500; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

F. SCADA ENTERPRISE SYSTEM CONSULTANT CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Westin Technology Solutions for a not-to-exceed amount of \$87,858; and

2. Authorize the General Manager to execute the contract subject to non-substantive changes.

G. PURCHASE AND INSTALLATION OF RP-1 NUTRIENT ANALYZERS

Staff recommends that the Committee/Board:

1. Authorize the purchase of four Hach ammonia analyzers with necessary support equipment and services for a not-to-exceed amount of \$139,497.56 (including tax and delivery);
2. Authorize Southern Contracting Company to install the Hach analyzers and necessary support equipment for the not-to-exceed amount of \$55,715; and
3. Authorize the General Manager to execute the purchase and installation.

H. CONTRACT AMENDMENT FOR LANDSCAPE SERVICES WITH BRIGHTVIEW LANDSCAPES, LLC

Staff recommends that the Committee/Board:

1. Amend the current Landscape Maintenance Services Contract for BrightView Landscapes, LLC for fixed pricing of \$17,339 a month, exercising the two-year extension option, for a total not-to-exceed amount of \$416,136; and
2. Authorize the General Manager to execute the amendment to the service contracts.

I. CONTRACT AWARD FOR WEED CONTROL SERVICES

Staff recommends that the Committee/Board:

1. Award a three-year service contract, with two one-year extension options, to Pest Options, Inc., for weed control services for a not-to-exceed amount of \$215,100 (five-year contract term); and
2. Authorize the General Manager to execute the service contract.

2. INFORMATION ITEM

PLANNING AND ENVIRONMENTAL RESOURCES UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEM


A. 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**

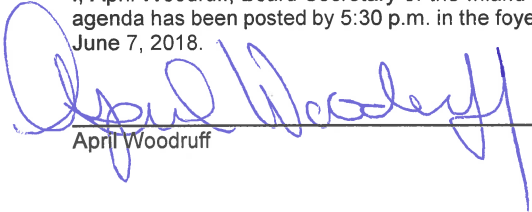
*A Municipal Water District

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: 

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, June 7, 2018.



April Woodruff

**ACTION
ITEM
1A**

MINUTES

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

WEDNESDAY, MAY 9, 2018
9:45 A.M.

COMMITTEE MEMBERS PRESENT

Kati Parker, Acting Chair
Paul Hofer, Alternate

COMMITTEE MEMBERS ABSENT

Jasmin Hall

STAFF PRESENT

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
Liz Hurst, Environmental Resources Planner II
Sylvie Lee, Manager of Planning & Environmental Resources
Chander Letulle, Manager of Operations & Maintenance
Craig Proctor, Source Control & Environmental Resources Supervisor
Steve Smith, Senior Associate Engineer
Shaun Stone, Manager of Engineering
Ken Tam, Senior Associate Engineer
Al VanBreukelen, Deputy Manager of Maintenance
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Jamal Zughbi, Senior Engineer/Project Manager, P.E.

OTHERS PRESENT

None

The meeting was called to order at 9:47 a.m. There were no public comments received or additions to the agenda.

ACTION ITEMS

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of March 14, 2018 and Special Engineering, Operations, and Water Resources Committee meeting minutes of April 4, 2018.
- ◆ Recommended that the Board:
 1. Authorize the purchase of a new Terex BT70100 Boom Truck Crane from Terex for a not-to-exceed amount of \$375,000 (including tax and delivery); and

2. Authorize the General Manager to execute the purchase;

as a Consent Calendar Item on the May 16, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a consultant contract amendment for the RP-1 Digester 6 and 7 Roof Repairs, Project No. EN17042, to GHD Inc., for a not-to-exceed amount of \$167,609; and
2. Authorize the General Manager to execute the contract amendment subject to not-substantive changes;

as a Consent Calendar Item on the May 16, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award an engineering services contract amendment to GEI Consultants, Inc., for a not-to-exceed amount of \$95,000; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes;

as an Action Item on the May 16, 2018 Board meeting agenda.

◆ Recommended that the Board authorize the General Manager to reallocate the previously approved spending authorization from individual not-to-exceed amounts of \$1,500,000 to single aggregate not-to-exceed amount of \$6,000,000 to the following four contracts:

- 4600002051 Wallace & Associates Consulting, Inc.
- 4600002052 Carollo Engineers, Inc.
- 4600002053 MWH Constructors
- 4600002054 GK & Associates

as a Consent Calendar Item on the May 16, 2018 Board meeting agenda.

◆ Recommended that the Board adopt Resolution No. 2018-5-1, establishing the Regional Pretreatment Program Limits applicable to Significant Industrial Users;

as an Action Item on the May 16, 2018 Board meeting agenda.

◆ Recommended that the Board adopt the proposed Fiscal Year 2018-2027 Ten Year Capital Improvement Plan;

as an Action Item on the May 16, 2018 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ RP-5 Liquids Treatment Expansion Membrane Bio-Reactor Pre-Selection Request for Proposal Update
- ◆ Operations Division Update
- ◆ Planning and Environmental Resources Update
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

Acting General Manager Randy Lee stated that the Agency had invited Homeland Security to conduct a cyber security review on IEUA's plant automation (SCADA) system. Staff will receive a report before the end of the year.

COMMITTEE MEMBER COMMENTS

There were no Committee member comments.

COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS

There were no Committee member requests for future agenda items.

With no further business, Director Parker adjourned the meeting at 10:44 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: JUNE 13, 2018

**ACTION
ITEM
1B**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR
06/13/18

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

Subject: RP-3 RMPU Construction Contract Award

Executive Summary:

As part of the 2013 Recharge Master Plan Update (RMPU), an additional recharge basin will be constructed in the City of Fontana within the abandoned Regional Water Recycling Plant No. 3 (RP-3) or the RP-3 Recharge Basins. This initial construction phase will demolish the remaining abandoned structures and excavate the site for a new recharge basin. This project is equally cost shared with Chino Basin Watermaster.

On April 17, 2018, two bidders submitted pricing on three separate bid items: site demolition (Item 1), basin improvement (Item 2), and excavation (Item 3). James McMinn, Inc., was deemed the lowest bidder for Items 1 and 3 at a total price of \$677,805. Environmental Construction, Inc., was the lowest for Item 2 but requested bid relief due to a pricing error; leaving one bidder for Item 2. Staff is requesting the construction award for Items 1 and 3, and the rejection of the bids for Item 2; which will be re-packaged and combined to another RMPU project planned later in FY 2018/19.

Staff's Recommendation:

1. Award the two construction contracts to James McMinn, Inc., in the amount of \$99,900 for demolition (Item 1) and \$577,905 for excavation (Item 3);
2. Reject the received bids for the basin improvement (Item 2); and
3. Authorize the General Manager to execute the contracts subject to non-substantive changes.

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

Account/Project Name:

RW15003.05/Recharge Master Plan Update Projects (RP-3 Basin Improvements)

Fiscal Impact (explain if not budgeted):

None. The \$15.6 million budget of the RMPU Projects within Wineville, Jurupa, and RP-3 Basins are supported by nearly \$8.4 million in federal and state grants, \$0.3 million from US Bureau of Reclamation, and \$8.1 million from State Water Resources Control Board.

Prior Board Action:

None.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

The RP-3 Basin Improvement Project was under a comprehensive Program Environmental Impact Report which the Board adopted as complete on March 15, 2017. Within this report specific mitigation measures are a part of the Project that will be implemented under the attached Mitigation Measures and Reporting Program (MMRP).

Business Goal:

The projects under the 2013 RMPU at the RP-3 Recharge Basins are consistent with IEUA's Business Goal of Water Reliability, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachments:

Attachment 1 - PowerPoint

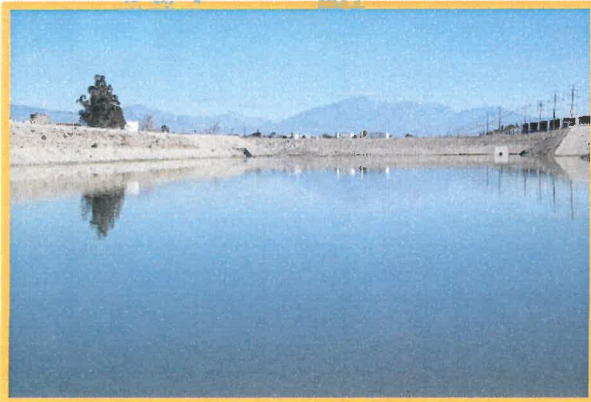
Attachment 2 - Demolition Construction Contract

Attachment 3 - Excavation Construction Contract

Attachment 4 - RP-3 Mitigation Measures and Reporting Program (MMRP)

Attachment 1

RP-3 Recharge Master Plan Update Projects Construction Contract Award Project No. RW15003.05



Recharge Master Plan Update (RMPU) – Project Location



RP-3 Basin Improvements - Demolition

- Agency owned recharge facility (decommissioned treatment plant)
- Four recharge basins added in 2006
- Prepare site for excavation
- Demolish remaining five structures



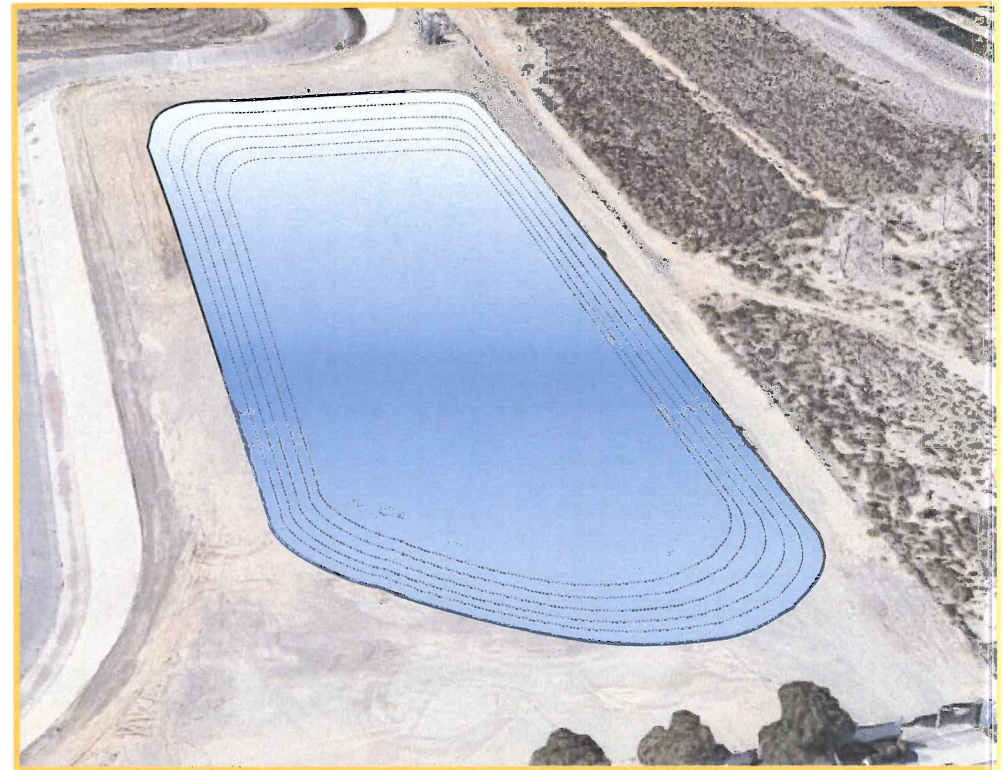
Aerial of RP-3 Recharge Basins



Aerial of Remaining Abandoned Structures

RP-3 Basin Improvements - Excavation

- Excavate a new basin
- Remove 76,000 cubic yards of soil
- Create additional recharge area
- Prepare connection to stormwater and recycled water



Proposed Sketch of New Basin Over Abandoned Structures

Contractor Selection

Bids Received (April 17, 2018)

Bid Items	James McMinn Inc. (Bidder)	Environmental Construction Inc. (Bidder)
Demolition/Removal (Item 1)	\$99,900	\$195,970
Basin Improvements (Item 2)	\$709,950	\$677,315
Basin Excavation and Hauling (Item 3)	\$577,905	\$915,027

Bid Recommendation:

- Lowest apparent bidder for Items 1 and 3 – James McMinn, Inc.
- Lowest apparent bidder for Item 2 – Environmental Construction, Inc.
- Environmental Construction, Inc. requested bid relief due to numerical error
- Reject bids for Item 2 and re-bid with later RMPU project for competitive pricing

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$171,000
IEUA Design and Pre Design Services (actual cost)	\$171,000
Construction Services	\$150,000
IEUA Construction Services	\$150,000
Construction	\$745,805
Demolition Contract (this action)	\$99,900
Excavation Contract (this action)	\$577,905
Contingency (10%)	\$68,000
Total Project Cost:	\$1,066,805
Total Project Budget:	*\$16,482,900

Project Milestone	Date
Construction	
Construction Contracts Award	June 2018
Demolition Completion	Nov. 2018
Excavation Completion	Dec. 2019

*Total project budget for the Wineville, Jurupa, RP3, and Distribution System is funded by \$8.4 million in federal and state grants, \$0.3 million from US Bureau of Reclamation, and \$8.1 million from State Water Resources Control Board.

Recommendation

- Award the two construction contracts to James McMinn Inc. in the amount of \$99,900 for demolition (Item 1) and \$577,905 for excavation (Item 3)
- Reject the received bids for the basin improvement (Item 2); and
- Authorize the General Manager to execute the contracts subject to non-substantive changes.

The projects under the 2013 RMPU at the RP-3 Recharge Basins are consistent with *IEUA's Business Goal of Water Reliability*, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachment 2

CONTRACT

THIS CONTRACT, made and entered into this ____ day of June, 2018, by and between James McMinn, Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR Recharge Master Plan Update RP3 Basin - Demolition/Removal, 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 \$ Ninety-Nine thousand, nine hundred 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 **One-hundred fifty (150) calendar days** after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of Five hundred(\$500) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D –Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

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

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be

affixed hereto, each in duplicate, the day and year first above written.

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

By _____
General Manager

Contractor

By _____ VP
Title RICK MANBE

*Municipal Water District

Attachment 3

CONTRACT

THIS CONTRACT, made and entered into this ____ day of June, 2018, by and between James McMinn, Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

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

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR Recharge Master Plan Update RP3 Basin – Basin Excavation and Hauling, 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 hundred seventy-seven thousand, nine hundred five 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 **Five-hundred fifty-nine (559) calendar days** after award of the Contract or **before December 31, 2019**. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of Five hundred(\$500) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and Regulations"; Bidding and Contract Requirements Contract Section D -Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions , Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H –

Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

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

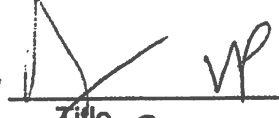
The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

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

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

By _____
General Manager

Contractor

By  _____
Title RICK MUNOZ

*Municipal Water District

Attachment 4

**RP-3 BASIN IMPROVEMENT
MITIGATION MONITORING AND REPORTING PROGRAM FOR THE IEUA FMP PROGRAM EIR**

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule
Aesthetics			
<p>AES-2: All new permanent exterior lighting associated with proposed project components shall be shielded and directed downward to avoid any light intrusion to surrounding uses. The maximum light allowed beyond the property boundary adjacent to sensitive light receptors shall be limited to 1.5 candles.</p>	<ul style="list-style-type: none"> • Include mitigation measure in project design specifications. • Ensure design specifications are included in construction contractor specifications. • Retain copies of design and contractor specifications in project files. • Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	<p align="center">Construction Contractor</p>	<p align="center">Before, During and After Construction</p>
<p>AES-3: Development of the proposed project and associated facilities shall comply with existing and future lighting ordinances.</p>	<ul style="list-style-type: none"> • Include mitigation measure in project design specifications. • Ensure design specifications are included in construction contractor specifications. • Retain copies of design and contractor specifications in project files. • Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	<p align="center">Construction Contractor</p>	<p align="center">Before, During and After Construction</p>

10. Mitigation Monitoring and Reporting Program

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule				
Agriculture and Forestry Resources							
Air Quality and Greenhouse Gas Emissions							
<p>AQ-1: The following measures shall be incorporated to minimize emissions of NOx and VOC associated with construction activities for the proposed facilities:</p> <ul style="list-style-type: none"> Construction activities shall require the use of 2010 and newer diesel haul trucks (e.g., material delivery trucks and soil import/export) to the extent feasible. Under conditions where it is determined that 2010 model year or newer diesel trucks are not readily available or obtainable for a project, the implementing party shall be required to provide this evidence to IEUA and shall instead use trucks that meet USEPA 2007 model year NOx emissions requirements. Off-road diesel-powered construction equipment greater than 50 horsepower shall meet Tier 3 emissions standards at a minimum and Tier 4 where available. Under conditions where it is determined that equipment meeting Tier 4 emission standards are not readily available or obtainable for a project, the implementing party shall be required to provide this evidence to IEUA and shall instead use USEPA Tier 3 equipment. 	<ul style="list-style-type: none"> Include mitigation measure in construction contractor specifications. Retain copies of contractor specifications in project files. Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	Construction Contractor	Before and During Construction				
<p>AQ-2: For each individual FMP project, IEUA shall require by contract specifications that:</p> <ul style="list-style-type: none"> Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use to avoid excessive idling. Construction operations shall minimize use of diesel-powered generators and rely on the electricity infrastructure where feasible. Construction trucks shall be routed away from congested streets or sensitive receptor areas where feasible. 	<ul style="list-style-type: none"> Include mitigation measure in construction contractor specifications. Retain copies of contractor specifications in project files. Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	Construction Contractor	Before and During Construction				
<table border="1"> <thead> <tr> <th data-bbox="142 800 968 857">Mitigation Measures</th> <th data-bbox="968 800 1539 857">Implementation, Monitoring, and Reporting Action</th> <th data-bbox="1539 800 1734 857">Responsibility</th> <th data-bbox="1734 800 1967 857">Monitoring Schedule</th> </tr> </thead> </table>				Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule
Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule				
<p>AQ-3: Unpaved roads on the project site used for any vehicular travel are required to be watered by water trucks at least four times per eight hour workday or otherwise sufficient to reduce fugitive dust (PM10 and PM2.5) emissions consistent with Rule 403.</p>	<ul style="list-style-type: none"> Include mitigation measure in construction contractor specifications. Retain copies of contractor specifications in project files. Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	Construction Contractor	Before and During Construction				

Biological Resources

<p>BIO-3a: Prior to the start of construction of facilities, focused burrowing owl surveys shall be conducted to determine the presence/absence of burrowing owl adjacent to the project area. The focused burrowing owl survey must be conducted by a qualified biologist and following the survey guidelines included in the CDFW Staff Report on Burrowing Owl Mitigation (2012). If burrowing owl is observed within undeveloped habitat within or immediately adjacent to the project impact area, avoidance/minimization measures would be required such as establishing a suitable buffer around the nest (typically 500-feet) and monitoring during construction, or delaying construction until after the nest is no longer active and the burrowing owls have left. However, if burrowing owl avoidance is infeasible, a qualified biologist shall implement a passive relocation program in accordance with the <i>Example Components for Burrowing Owl Artificial Burrow and Exclusion Plans</i> of the CDFW 2012 Staff Report on Burrowing Owl Mitigation (CDFW, 2012).</p>	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Retain copies of the Burrowing Owl survey reports in the project file. • Prepare reports to document any passive relocation program, and retain such reports in the project file. 	<p>Construction Contractor</p>	<p>Before Construction</p>
<p>BIO-4: The proposed improvement projects within the IEUA Service Area shall avoid, if possible, construction within the general nesting season of February 1 through August 31 for avian species protected under Fish and Game Code 3500 and the Migratory Bird Treaty Act (MBTA), if it is determined that suitable nesting habitat occurs on a project site. If construction cannot avoid the nesting season, a pre-construction clearance survey must be conducted to determine if any nesting birds or nesting activity is observed on or within 500-feet of a project site. If an active nest is observed during the survey, a biological monitor must be on site to ensure that no proposed project activities would impact the active nest. A suitable buffer will be established around the active nest until the nestlings have fledged and the nest is no longer active. Project activities may continue in the vicinity of the nest only at the discretion of the biological monitor.</p>	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • A qualified biologist will conduct pre-construction clearance survey as defined. • Prepare documentation to record results of the pre-construction survey. • Retain copies of pre-construction survey documentation in the project file. 	<p>Construction Contractor</p>	<p>Before and During Construction</p>

10. Mitigation Monitoring and Reporting Program

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule
<p>BIO-6: Best Management Practices (BMPs) shall be incorporated into the design and construction phase of the project to ensure that no pollutants or silt drain into a federal or state protected jurisdiction area, including wetlands and riparian areas. Project design features (BMPs) to fulfill this mitigation requirement shall be clearly identified as part of project engineering plans prior to initiating construction.</p>	<ul style="list-style-type: none"> • Include mitigation measure in project design specifications. • Ensure BMPs are included in construction contractor specifications. • Retain copies of design and contractor specifications in project files. • Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	<p>Construction Contractor</p>	<p>Before and During Construction</p>
Hydrology and Water Quality			
<p>HYDRO-3: Implementation of a Grading and Drainage Plan. Prior to construction of project facilities, the IEUA shall prepare a grading and drainage plan that identifies anticipated changes in flow that would occur on site and minimizes any potential increases in discharge, erosion, or sedimentation potential in accordance with applicable regulations and requirements for the County of San Bernardino and/or the city in which the facility would be located. In addition, all new drainage facilities shall be designed in accordance with standards and regulations. The plan shall identify and implement retention basins, best management practices, and other measures to ensure that potential increases in storm water flows and erosion would be minimized, in accordance with local requirements.</p>	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Prepare grading and drainage plan under applicable County/City regulations and requirements • Retain copies of the plan and records verifying implementation of the plan in the project file. 	<p>Construction Contractor</p>	<p>Before and During Construction</p>

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule
Noise			
<p>NOISE-1: IEUA shall implement the following measures during construction:</p> <ul style="list-style-type: none"> • Include design measures where feasible to reduce the construction noise levels if necessary to comply with local noise ordinances. These measures may include, but are not limited to, the erection of noise barriers/curtains, use of advanced or state-of-the-art mufflers on construction equipment, and/or reduction in the amount of equipment that would operate concurrently at the construction site. • Place noise and groundborne vibration-generating construction activities whose specific location on a construction site may be flexible (e.g., operation of compressors and generators, cement mixing, general truck idling) as far as possible from the nearest noise- and vibration-sensitive land uses such as residences, schools, and hospitals. • Minimize the effects of equipment with the greatest peak noise generation potential via shrouding or shielding to the extent feasible. Examples include the use of drills, pavement breakers, and jackhammers. • Locate stationary construction noise sources as far from adjacent noise-sensitive receptors as possible, and require that these noise sources be muffled and enclosed within temporary sheds, insulation barriers if necessary to comply with local noise ordinances.. • Provide noise shielding and muffling devices on construction equipment per the manufacturer's specifications. • If construction is to occur near a school, the construction contractor shall coordinate the with school administration in order to limit disturbance to the campus. Efforts to limit construction activities to non-school days shall be encouraged. • For major construction projects, identify a liaison for surrounding residents and property owners to contact with concerns regarding construction noise and vibration. The liaison's telephone number(s) shall be prominently displayed at construction locations. • For major construction projects, notify in writing all landowners and occupants of properties adjacent to the construction area of the anticipated construction schedule at least two weeks prior to groundbreaking. 	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Appoint a construction monitor to verify contractor compliance with noise measures. • Retain copies of monitoring records in the project file. • Appoint a Noise Concern Coordinator to respond to construction noise complaints. • Maintain log of concerns filed with the Coordinator and the resolution of each complaint. • Retain copies of the notification and concern log in the project file • Retain copies of notifications to all landowners and occupants of properties 	<p>Construction Contractor</p>	<p>Before and During Construction</p>
<p>NOISE-2: IEUA shall require that all FMP-related aboveground facilities that include stationary noise generating equipment (such as emergency generators, blowers, pumps, motors, etc.) minimize their audible noise levels by locating equipment away from noise-sensitive receptor areas, installing proper acoustical shielding for the equipment, and incorporating the use of parapets into building design to meet the applicable city or county noise level requirements at neighboring property lines.</p>	<ul style="list-style-type: none"> • Include mitigation measure in project design specifications. • Include mitigation measure in construction contractor specifications. • Perform construction site inspections to ensure compliance with noise ordinances. • Retain copies of site inspection logs or reports in project files. 	<p>Construction Contractor</p>	<p>During Construction</p>

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule
<p>NOISE-4: Prior to commencement of construction related to the FMP programs at a specific site that will endure for more than a few days and that are not emergency projects, IEUA will notify property owners within 300 feet regarding the scope and duration of work a minimum of 10 days prior to the start of such activity.</p>	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Initiate correspondence with property owners • Retain copies of the correspondence in the project file. 	<p>Construction Contractor</p>	<p>Before Construction</p>
<p>NOISE-5: IEUA shall require the construction contractor(s) to implement the following measure:</p> <ul style="list-style-type: none"> • Ensure that the operation of construction equipment that generates high levels of vibration including, but not limited to, large bulldozers, loaded trucks, pile-drivers, vibratory compactors, and drilling rigs, is minimized within 45 feet of existing residential structures and 35 feet of institutional structures (e.g., schools) during construction of the various FMP projects. Use of small rubber-tired bulldozers shall be encouraged within these areas during grading operations to reduce vibration effects. 	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Retain copies of contractor specifications in project files. • Perform site inspections to verify contractor compliance. Retain inspection records in the project file. 	<p>Construction Contractor</p>	<p>During Construction</p>
Traffic and Transportation			
<p>TT-1: For projects that may affect traffic flow along existing roadways, IEUA shall require that contractors prepare a construction traffic control plan. Elements of the plan should include, but are not necessarily limited to, the following:</p> <ul style="list-style-type: none"> • Develop circulation and detour plans if necessary to minimize impacts to local street circulation. Use haul routes minimizing truck traffic on local roadways to the extent possible. • To the extent feasible, and as needed to avoid adverse impacts on traffic flow, schedule truck trips outside of peak morning and evening commute hours. • Install traffic control devices as specified in Caltrans' Manual of Traffic Controls for Construction and Maintenance Work Zones where needed to maintain safe driving conditions. Use flaggers and/or signage to safely direct traffic through construction work zones. • For roadways requiring lane closures that would result in a single open lane, maintain alternate one-way traffic flow and utilize flagger-controls. • Coordinate with facility owners or administrators of sensitive land uses such as police and fire stations, hospitals, and schools. Provide advance notification to the facility owner or operator of the timing, location, and duration of construction activities. 	<ul style="list-style-type: none"> • Include mitigation measure in construction contractor specifications. • Retain copy of Plan in the project file, including correspondence documenting approval of the Plan by the applicable local jurisdiction(s). • Perform site inspections to verify compliance with the Plan. • Retain copies of monitoring records in the project file. 	<p>Construction Contractor</p>	<p>Before and During Construction</p>
Utilities			
<p>U-1: Implementation of a Drainage Plan to Reduce Downstream Flows. Prior to construction of project facilities, the IEUA shall prepare a drainage plan that includes design features to reduce stormwater peak concentration flows exiting the above ground facility sites so that the capacities of the existing downstream drainage facilities are not exceeded. These design features could include bio-retention, sand infiltration, return of stormwater for treatment within the treatment plant, and/or detention facilities.</p>	<ul style="list-style-type: none"> • Include mitigation measure in project design specifications. • Ensure design specifications are included in construction contractor specifications. • Retain copy of Drainage Plan in the project file • Perform site inspections to verify compliance with the Plan. • Retain copies of design and contractor specifications in project files. 	<p>Construction Contractor</p>	<p>Before and During Construction</p>

**ACTION
ITEM
1C**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

#HR

Committee: Engineering, Operations & Water Resources

06/13/18

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

Subject: Labor Compliance Master Service Contracts

Executive Summary:

IEUA has several active and upcoming grant and State Revolving Fund (SRF) projects that must comply with Davis Bacon and State of California Department of Industrial Relations prevailing wage rate requirements. In accordance with state and federal provisions, IEUA must implement and administer a Labor Compliance Program that ensures that contractors are adhering to labor compliance requirements. Staff issued a Request for Proposal to solicit proposals from labor compliance firms in April 2018. Three proposals were received. The Solis Group has been selected as the most qualified firm. The Solis Group has shown knowledge on all grant and SRF regulations, has good references from other agencies on similar projects, and has expertise on the ever-changing state and federal labor monitoring requirements.

In addition, staff is also recommending a time extension amendment to Golden State Labor Compliance, LLC contract for a two-year term to provide continuity of service on existing projects that they are currently administering for IEUA.

Based on historical expenditures for these services, staff has determined that both contracts share an aggregate not-to-exceed amount of \$500,000.

Staff's Recommendation:

1. Award a three-year master service contract for labor compliance to The Solis Group with options for up to four one-year extensions;
2. Approve a two-year extension amendment to Golden State Labor Compliance, LLC;
3. Both contracts shall be limited to a single aggregate not-to-exceed amount of \$500,000; and
4. Authorize the General Manager to execute the contract and amendment subject to non-substantive changes.

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

Account/Project Name:

Multiple capital projects and department O&M budget under various program funds.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for work which will be required on various projects and department operation and maintenance budgets.

Prior Board Action:

On August 20, 2014, the Board of Directors approved a contract amendment to Golden State Labor Compliance, LLC for labor compliance services, for an additional \$300,000.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

Business Goal:

The Labor Compliance Contracts are 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 - Labor Compliance Contract
- Attachment 2 - Labor Compliance Contract Amendment

Attachment 1



MASTER SERVICES CONTRACT NUMBER: 4600002549
FOR PROVISION OF
LABOR COMPLIANCE PROGRAM SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 2018, 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 TSG Enterprises, Inc. dba The Solis Group with offices located in Pasadena, California (hereinafter referred to as "Consultant"), in order to establish mutually acceptable terms and conditions which shall hold for and govern all "On_Call" or "Task Order" releases subsequently issued under this Master Services Contract.

RECITALS

Whereas Agency anticipates future needs to retain the services of Consultant to provide labor compliance services on an "On-Call or "as-needed" Task Order assignment basis;

Whereas Consultant is willing to undertake performance of such On-Call or Task Order assignments for 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 Agreement 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. Change Orders to Task Order releases under this Master Services Contract.
 - B. Amendments to Task Order releases under this Master Services Contract.
 - C. "On-Call or Task Order releases under this Master Services Contract.
 - D. Amendments to this Master Services Contract.
 - E. Master Services Contract Number 4600002549, General Terms and Conditions.
 - F. IEUA Request for Proposals RFP-RW-18-018, incorporated herein by this reference.
 - G. Consultant's proposal dated April 19, 2018, incorporated herein and made a part hereof as **Exhibit A**.

2. SCOPE OF WORK AND SERVICES: Consultant shall provide all labor, materials, tools, machinery, equipment, and other items and services necessary to properly perform the work (hereinafter referred to interchangeably as the "Scope" or "Work") as set for in each individual On-Call Assignment or Task Order agreed to and 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, Consultant shall perform only those work assignments authorized by Task Orders issued in conjunction with this Contract, or as directed by the cognizant Project Manager.

A. Ordering Provisions and Understandings:

1. "On-Call" Services: In some cases, on call services (time and material) may be requested by IEUA. The Consultant shall be reimbursed for services on the hourly rates as shown in the Proposal Rate/Fee Schedule (proposal **Exhibit B**) to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract.
2. Negotiation of Task Orders: Agency and Consultant each reserve and retain the right to negotiate the 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 shall be as negotiated between the Consultant and Agency's cognizant Project Manager.
3. Task Order Price: The price for each Task Order shall be addressed and authorized via the content of each specific Task Order.
4. Task Order Format: Each Task Order issued under this Master Services Contract shall be of similar form to the Sample Task Order contained in the Contract which is attached hereto, referenced herein, and made a part hereof as **Exhibit C**.
5. Task Order Protocol: As the need for labor compliance services arises, a stand-alone Request for Proposal (RFP) or similar solicitation shall be forwarded to the Consultant for the purpose of obtaining a bid/proposal. A mandatory job walk may be held as part of any solicitation. If the Consultant desires to propose for the work, the Consultant shall respond, within the requested number of working days from receipt of Agency's solicitation, not to be less than five (5) working days, with submittal of a price and or technical proposal (if applicable), to perform the requested service(s). This proposal shall be reviewed and, if selected by the Agency, negotiated as required to develop mutually-agreed-upon Task Order content and price. Each Task Order shall 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 shall be released and the Consultant may begin performance of the work provided for under the executed Task Order. .

If changes in Scope are needed during the course of the work, an Amendment shall be negotiated.

3. TERM: The term of this Contract shall extend from the date of the full contract execution and terminate on February 26, 2021, unless agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract. Agency hereby reserves the right to exercise optional extensions to the Contract term.
4. SCHEDULE: 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: Consultant's invoices shall be submitted within 90 days of completion of work and based on the Consultant's firm-fixed price bid for each specified Task Order.

Agency shall pay the fully-approved invoice amount within thirty (30) days following receipt of the invoice. Invoicing shall be submitted electronically to apgroup@ieua.org, referencing Contract 4600002549 and the germane Task Order. Payment shall be withheld for any service which does not meet the requirements of this Contract or the associated Task Order, until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

6. COMPENSATION AND CHANGES: As compensation for the Work satisfactorily performed against Task Order releases under this Contract, Agency shall pay Consultant's firm-fixed price bid for each fully-executed Task Order. As compensation for the Work performed under this Contract, Agency shall pay Consultant as per each Task Order for all services satisfactorily provided during the term of this Contract.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing via a Task Order Amendment issued by Agency and executed by both Parties. The Task Order Amendment shall, if warranted, convey any associated changes to the established Task Order contents.

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, 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:

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 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 and 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 and all 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 shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

1) All employees on the work or work site and other persons and organizations who may be affected thereby;

2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and

3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*

2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, Consultant provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Consultant must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the IEUA Safety 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. 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.
4. 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.
5. 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, Risk Specialist, email awitte@ieua.org
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: 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: Consultant is retained as an independent Consultant only,

for the sole purpose of rendering the services described herein, and is not an employee of Agency.

- C. Observing Laws and Ordinances: 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. 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, 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 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: Consultant shall be responsible to comply with all grant requirements or State Revolving Fund ("SRF") conditions related to 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. If a Federally-funded (ARRA) project, or predecessor, Contract Task Order shall have separate, additional reporting accountability on the use of funds.

Consultant and IEUA staff shall establish for each Task Order issued if work is grant-funded.
- F. No Guarantee of Work: Consultant understands that there is no guarantee of subsequent Task Order assignments given or implied by entering into this Master Services Contract.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification, Consultant: Consultant shall indemnify the IEUA, 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.

Indemnification, Design Professional: Consultant's Design Professional agrees to indemnify, including the cost to defend, entity and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional (Consultant) and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the IEUA; and does not apply to any passive negligence of the IEUA unless caused at least in part by the Design Professional (Consultant).

- I. Conflict of Interest: No official of Agency who is authorized in such capacity and on behalf of 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.
- J. Equal Opportunity: During the performance of this Contract, 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.
- K. Extra Work: If at any time during the Task Order assignment, Consultant receives either oral or written direction from IEUA personnel which Consultant feels is outside the Task Order's Scope of Work, Consultant shall immediately notify Agency's cognizant Project Manager and obtain written direction. The Consultant shall receive no extra compensation for extra work unless Agency receives timely notification of Consultant's opinion that the work is outside of the contracted Scope. If the nature of the direction is such that an investigation is required to determine if the work is outside Consultant's agreed upon Scope, Consultant must immediately notify Agency's Project Manager that the directed work appears to be outside the Scope. Consultant shall not receive extra compensation for extra work performed. Extra work performed without authorization shall be at Consultant's sole cost.
- L. 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 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.

M. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. Consultant shall pursue the work to completion in accordance with the instruction of 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 Agency Project Manager and Consultant shall comply, pursuant to Agency Project Manager instructions. If Consultant is not satisfied with any such resolution by Agency Project Manager, they may file a written protest with Agency Project Manager within seven (7) calendar days after receiving written notice of Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of Agency Project Manager's resolution. Agency's Project Manager shall submit Consultant's written protests to the General Manager, together with a copy of 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 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 Consultant to be appointed as Mediator. Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall 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, Agency shall submit to Consultant a list of five (5) names of persons acceptable to Agency for appointment as Mediator. Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
4. Joinder in Mediation/Arbitration: Agency may join Consultant in mediation or arbitration commenced by an agreement mediator on the Project pursuant to Public Contract Code Sections 20104 et seq. Such joinder shall be initiated by written notice from Agency's representative to Consultant.
11. OWNERSHIP OF MATERIALS AND DOCUMENTS / CONFIDENTIALITY: 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 Consultant and/or the Consultant's subConsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to Agency from the moment of their preparation, and Consultant shall deliver same to Agency whenever requested to do so by the Project Manager and/or Agency. Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of 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 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 or the Work.
- 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 shall perform acceptance tests or procedures within sixty (60) days of receipt, after which Agency shall have deemed to have accepted the data transferred. Any errors detected within the sixty (60) days shall be corrected by Consultant at no additional cost to Agency. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by 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 Agency may be subject to the California Public Records Act ("CPRA") Government Code Section 6250 et seq. Agency's use and disclosure of its records are governed by this Act. 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 CPRA 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 CPRA.

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, CA 91709

Consultant: Mike Komsky
Chief Operating Officer
TSG Enterprises, Inc. dba The Solis Group
131 N. El Molino Avenue, Suite 100
Pasadena, CA 91101

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 Agency, Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of Agency shall be null, void and of no legal effect whatsoever.
18. RIGHT TO AUDIT: 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. Consultant shall make all records and related documentation available within three (3) working days after said records are requested by Agency.
19. INTEGRATION: The Contract Documents represent the entire agreement of Agency and 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 Agency and 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: Agency reserves and has the right to immediately suspend, cancel or terminate this Agreement at any time upon written notice to Consultant.

In the event of such termination, 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, etcetera.
- 23. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Master Services Contract unless and until a Task Order has been issued, properly signed by the responsible parties, and a Notice to Proceed order has been issued to 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)**

**TSG Enterprises, Inc. dba The Solis
Group:**

Halla H. Razak
General Manager

(Date)

Terry E. Solis
Chairman and Secretary of the Board of
Directors

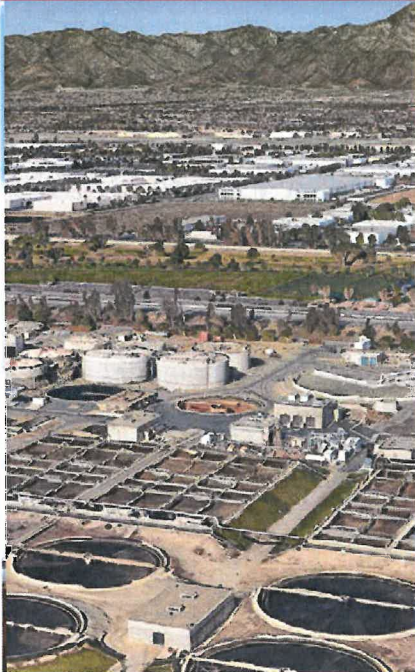
(Date)

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Exhibit A

PROPOSAL

Proposal for Contract and Labor Compliance Services, RFP No. RFP-RW-18-018



Inland Empire Utilities Agency
April 19, 2018

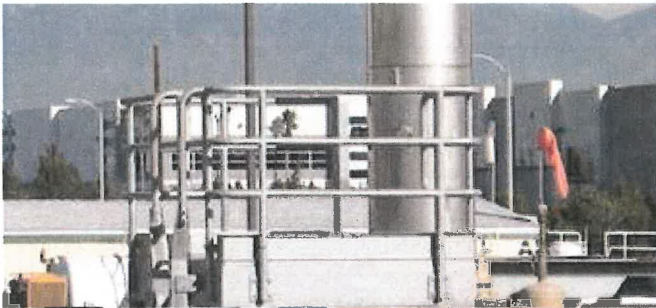


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April 19, 2018

Robert Wallin
Contracts Administrator II
Inland Empire Utilities Agency
6075 Building A Kimball Avenue
Chino Hills, California 91708

RE: **Request for Proposal No. RFP-RW-18-018 for Provision of Contract and Labor Compliance Services**

The Solís Group (TSG) is pleased to submit this proposal to provide Contract and Labor Compliance Services to Inland Empire Utilities Agency (IEUA) in response to the Request for Proposal referenced above.

Our firm is a recognized and trusted leader in the development and implementation of Labor Compliance Programs for California public agencies. We have provided labor compliance consulting services on California public works projects for more than 25 years. **Our clients hire us for our knowledge of the program requirements, our direct past experience, and our ability to replicate our successes.** Our qualifications include:

- ✓ **Secured DIR certification of eight Prop-84 Labor Compliance Programs in the last five years**
- ✓ **DIR-certified as a Third-party Labor Compliance Program (prior to the designation's elimination)**
- ✓ **Direct experience monitoring and enforcing labor compliance programs on projects with federal Davis-Bacon and California prevailing wage requirements**
- ✓ **Principle-in-charge Elizabeth Solís and her team have personal experience ensuring that water agencies, municipalities, and other public agencies stay compliant with their Prop-84 funding sources**

We have obtained DIR certification as an LCP for Prop-84 funded projects, five of which are local water agencies, in the past five years:

- **Orange County Sanitation District**
- **Watershed Conservation Authority**
- **West Basin Municipal Water District**
- **Water Resources Replenishment District**
- **Upper San Gabriel Valley Municipal Water District**



**Proposal to Provide
Contract and Labor Compliance Services
RFP No. RFP-RW-18-018**

- City of Hesperia
- City of Monterey Park
- Orange County Department of Public Works

Our proposal shall remain valid for 120 calendar days from the date of this cover letter.

We appreciate the opportunity to provide this proposal. If you have any questions, you may contact me at (626) 685-6989 or gamm@thesolisgroup.com.

Sincerely,

Gary A. Hamm
Senior Vice President

Experience, Technical Understanding, and Capabilities

Experience

Our firm has more than 25 years of experience working with public agencies; developing, monitoring, and enforcing their labor compliance programs. **Our experience with public water agency clients – like Orange County Sanitation District, West Basin Municipal Water District, and Upper San Gabriel Valley Municipal Water District – on similar projects, enables us to understand your real concerns relating to your project’s funding.** Our team has guided agencies through the entire compliance process, from project start to closeout, when they received **state, grant, and federal funding**, many for the first time. We will assist IEUA in navigating the challenges involved when receiving funding from the SRF and Proposition 84, as well as other State, Grant, and Federal funding sources. We will manage your Labor Compliance Program to meet the demands of these unique funding sources ensuring that IEUA stays in compliance with the governing rules and regulations.

The Solís Group - LCP & Prop. 84 Experts

- **Obtained certification for eight Prop. 84 Labor Compliance Programs in the past five years**
- **DIR-certified as a Third-party Labor Compliance Program (prior to the designation’s elimination)**
- **Direct experience with federal and state-funded projects**
- **Principle-in-Charge with 18+ years Labor Compliance Program experience**

Our staff has developed an effective, balanced, and practical approach to administering and enforcing labor compliance programs. Acting as a **DIR-certified Third-party Labor Compliance Program** has given us the knowledge, skills, and internal protocols to implement an effective, efficient Labor Compliance Program for IEUA. From our years of working with the DIR, our team has developed positive working relationships with DIR staff. IEUA will see a benefit in time and cost savings from our familiarity with the DIR.

Our team, led by Principle-in-Charge Elizabeth Solís, has years of industry experience with labor compliance programs with a variety of funding sources. Elizabeth, herself, has **more than 18 years of experience** supporting public agencies’ labor compliance programs, including Prop. 84 and federally-funded projects, and is currently overseeing a portfolio of Prop. 84-funded projects.

Technical Understanding

We understand IEUA seeks a consultant to provide all the necessary services related to the IEUA's Labor Compliance Program. As experts in labor compliance program implementation, monitoring, and enforcement; we will ensure that work on the project is performed in conformance and compliance with all state and city laws, federal regulations, and requirements as applicable.

We understand the scope of work necessary to administer a successful labor compliance monitoring and enforcement program will vary based on project-specific funding source requirements. IEUA's Capital Improvement Program includes several unique funding sources of note including:

1. Clean Water State Revolving Fund (CSWRF), a federal Environmental Protection Agency funding source, triggering the following key requirements:
 - State prevailing wage
 - Apprenticeship requirements
 - Federal Davis-Bacon and Related Acts
2. The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84), triggering the following key requirements:
 - Unique Labor Compliance Program requirements that must be implemented on subject projects, including for example:
 - i. Performance of weekly site interviews
 - ii. Performance of monthly payment confirmations
3. State and Grant funding sources, possibly triggering the following key requirements:
 - State prevailing wage requirements under the California Labor Code and related regulations

Based on these funding sources, we will provide staff augmentation services to fulfill the outlined responsibilities and to perform the work tasks promulgated in IEUA's DIR-approved Labor Compliance Program. From the pre-bid meeting through project closeout, our staff provides clear and accurate information to the key stakeholders involved in each IEUA project. Our staff makes it a priority to cultivate the respect of all parties and explain the compliance policies, procedures and submittal requirements. Our team establishes themselves as the "go-to" source for the Labor Compliance Program.

We take a proactive approach to the monitoring of program process and monthly reporting. Our staff makes the process simple and painless for IEUA staff. After many years of working on state and federally-funded projects, our staff knows how to maintain, examine, and

present data in a way that best prepares us to assess and enforce the contractor's compliance with the project's objectives. Our monthly reports include the following elements:

- Site interviews conducted
- List of current issues and their status
- Project document collection status
- Restitution wages or penalties assessed and/or collected
- Public records requests
- Worker complaints

Our scope of services includes the following tasks:

Advise Contractors of All Labor Compliance Requirements

We will conduct the following activities related to pre-construction activities:

- Inform the contractor(s), via pre-bid and/or pre-construction meetings of the following California Labor Code and federal Davis-Bacon requirements:
 - Payment of prevailing wages
 - Fringe Benefit Statement submittal
 - Use of apprenticeships
 - Required submittals (Certified Payroll Records and related documents, Apprenticeship program participation forms (DAS-140 and CAC-2)
 - Non-Discrimination in Employment Practices
 - Placement of required posters
 - Anti-kickback provisions
 - Subcontractor listing requirements
 - Licensing requirements
 - Unfair Competition Requirements
 - Worker's Compensation Insurance requirements
 - Penalties
- Provide the contractor(s) with the applicable prevailing wage determination(s) for the project
- Provide the contractor(s) with appropriate blank forms, document submittal schedule and checklist for submitting applicable documents
- Provide technical assistance to the contractor(s) and awarding body, including contact telephone number for contractors to call for assistance and dedicated email address where contractors and IEUA staff can send or request information

Compliance Monitoring

We will conduct the following activities related to monitoring and enforcement of prevailing wages and apprenticeship requirements:

- Receive, securely store, review and audit Certified Payroll Records (CPR's), Fringe Benefit Statements, Trustee Reports, DAS-140 and CAC-2, and related documents
- Verify payments by conducting regular and timely spot audits and, when necessary complete audits, of compliance documents and cross check the information with related documents
- Request supporting documents including: Inspector Logs, Job Logs, timesheets, sign-in sheets (when available), and contact Trust Funds (if applicable), when required
- Conduct weekly interviews of workers. Interviews will be conducted by bilingual staff, using our Field Survey form, which is available in English and Spanish, and will consist of a representative sample of all crafts involved in the project. This information will be crosschecked against the CPR's and related documents
- We will also review workers compensation and verify with the Contractor's State License Board if the contractor's license is current. Any deficiencies will be promptly reported to IEUA



Weekly site interviews will be performed per federal requirements.

Compliance Enforcement

The following enforcement activities will be conducted:

- Monthly notification of missing or delinquent documents and corrective actions through the use of a Delinquent Documents Form to both the contractor and awarding body
- Notification of wages and penalties due through the use of a Prevailing Wages Audit Worksheet
 - When documents are not received, we will inform the Agency of recommended penalty-related contract amounts to be withheld for contractor(s) failure to submit timely documents
- Provide copies of all related correspondence and notifications to IEUA
- Notification to the contractor(s) of Right to Obtain a Review of Assessment and/or conduct Settlement Meeting
- Collect and distribute wage restitutions to affected employees
- Notify IEUA of underpayment amounts and recommended assessment of liquidated damages and penalties to be withheld
- Collect labor compliance affidavits from the prime and all subcontractors prior to the closeout of the project for release of final payments to the subcontractors

- Provide a final summary at end of project of items due

It is our practice not to recommend assessment of penalties resulting from violations of the California Labor Code until an impasse has been reached with the contractor and the assessment of penalties is the next step in the resolution process.

Coordination activities with public and private agencies, and IEUA

Potential project participants (auditors, interested parties) with whom we will coordinate include the following:

- Department of Industrial Relations
- Division of Labor Standards Enforcement
- Division of Apprenticeship Standards
- Joint Labor-Management Committees established pursuant to the federal Labor Management Cooperation Act of 1978, such as the Center for Contract Compliance (or similar interests)

Coordination activities include:

- Provide copies of compliance and enforce action notices and correspondence to IEUA
- Respond to inquiries and request for copies of documents such as Certified Payroll Records. Copies of such records will be redacted according the California Labor Code before release
- Coordinate investigations and enforcement actions (e.g., California Labor Commissioner)
- Coordinate enforcement actions and Settlement Meetings with the Agency's legal Counsel

Provide Required Reports

We will provide the following reports:

- A Monthly Activity Report that will include the following:
 - An Executive Summary for the reporting period
 - Identification of enforcement activities taken and results
 - Restitution wages, penalties and liquidated damages assessed and collected
 - A matrix identifying current issues and their status
- An annual report including:
 - An Executive Summary for the year
 - Number and value of contracts awarded subject to the LCP
 - Identification enforcement activities taken and results
 - Restitution wages, penalties and liquidated damages assessed and collected

- Project Close out Report, composed of the elements included in the Annual Report, and including items that may be due but do not affect the completion of the project
- The following databases will be maintained and provided with the reports
 - A database of employees interviewed and findings, wage restitutions, and liquidated damages assessed and collected
- We will provide support, as necessary, to assist IEUA in fulfilling its semi-annual (federal) and annual (state) reporting requirements

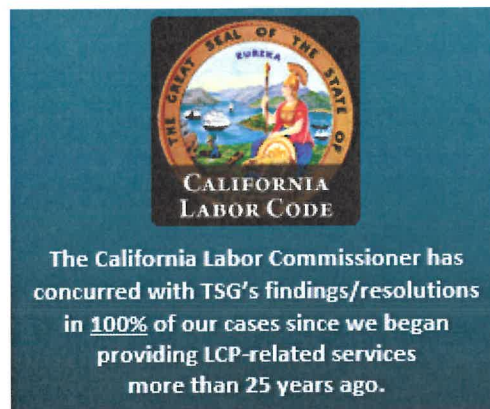
Capabilities

Established in 1992, our firm is a multi-disciplined consulting company providing labor compliance consulting services for public sector projects in California. Because of our record of meeting project schedules and our commitment to quality service, we have many long-term clients who return to us repeatedly for compliance program management.

We have 29 professionals at our firm available to assist IEUA, ensuring the entire scope of services can be provided without impact to budget or project schedule. Our firm is committed to providing the staff resources proposed and we can provide additional staffing resources, if required, to meet IEUA demands.

Our team maintains internal quality control procedures to ensure a high level of professional service in our advice and our work products. Our quality control system consists of two key elements. The first element of the QC system is our periodic team meetings to review active projects for adherence to budget and project schedule. Project managers and support staff jointly tackle any unresolved issues, and note lessons learned on the project. The lessons learned are disseminated to the entire firm. Our team members and clients benefit from this collaborative effort. The second element is our peer-to-peer review – at the Project Manager level – that is performed for all written work products before they are published.

Our team understands the Agency's document control system requirements and is fully capable of providing the required work and services through IEUA's web-based document tracking system, Capital Improvement Program Office (CIPO).



Key Personnel

Principal-in-Charge Elizabeth Solís has more than **18 years of managing retroactive and ongoing labor compliance programs for public agencies**, and has directed our firm's success for each of our recent projects requiring DIR-certification of an LCP and/or retroactive labor compliance, including the following projects:

- West Basin Municipal Water District (Prop-84)
- City of Hesperia
- Water Replenishment District of Southern California (Prop-84)
- Upper San Gabriel Valley Municipal Water District (Prop-84)
- Orange County Public Works Department (Prop-84)
- Discovery Science Center (Prop-84)

As our Project Manager and key staff person, **Gonzalo Armijos**, will serve as the principal point of contact with IEUA's Project Manager. He is supported by a team of labor compliance program specialists with hands-on experience providing labor compliance services for both public water agency and Prop. 84-funded projects. We use this proven team-based approach to allow Gonzalo to focus on high-level project management and problem solving, while relying on skilled staff to fulfill day to day requirements of the LCP.

Analyst Demetra Haloutsos is detail-oriented with a keen eye for document maintenance and organization. She conducts payment verifications and maintains project files. Demetra works directly with the contractor payroll staff to ensure accuracy and completeness of all required submittals.

Site Interviewer Jose Ruiz will conduct bilingual site interviews, serving as our eyes and ears for early identification of potential issues/violations.

Elizabeth Solís, in her role as **Vice President of Operations**, is responsible for the allocation of staff resources. She has the authority to assign additional staff to work on the IEUA projects, as needed.

Our staff resumes may be found on the following pages.

Resumes

Elizabeth Solís Principal-in-Charge

An eighteen-year industry veteran, Elizabeth provides program management oversight for public works projects. She has developed and managed public agency compliance programs; including labor compliance programs, PLA Administration, SBE/DBE programs, and targeted worker programs. Her years of experience have given her a complete understanding of federal, state, and local funding regulations and requirements.

As a Principal-in-Charge, Elizabeth embraces her role as the bridge between the owner and the contractor team. She has developed a unique set of skills that bring a new perspective to compliance program management. Her experience working as a member of the contractor's project team, as well as working as an owner's representative in a program management oversight role, has given her insight into how to manage a compliance program that will be successful and exceed program goals. Her exceptional communication skills enable her to convey the owner's program objective to stakeholders and contractors, and to develop cooperative approaches with the project team that lead to demonstrative program success.

PROJECT EXPERIENCE

West Basin Municipal Water District
Portfolio of Prop. 84-funded Construction Projects
Labor Compliance Program Administration, April 2015 – current

Elizabeth serves as the Principle-in-Charge for this group of projects, with a total budget of more than \$50 million. She is responsible for contractor education and support, monitoring and enforcing all Labor Compliance Program provisions, grievance processing, and facilitating labor-management cooperation.

Due to project's Proposition 84 funding, Elizabeth was responsible for creating the LCP Manual and shepherding the program application through the Department of Industrial Relations (DIR) for the approval of the District's LCP, as well as fully implementing the LCP protocols for the life of the construction projects.



EDUCATION

- Turner School of Construction Management
- Caltrans Construction Management and Training Program

AFFILIATIONS

- NAWIC, Board Member
- CMAA, Southern California
- WTS, Los Angeles
- American Public Transportation Association

County of Los Angeles Department of Public Works

Master Labor Compliance Contract – Tujunga Wash

Labor Compliance Program Administration, June 2016 – current

TSG has provided labor compliance on more than 25 projects as-needed for the County such as the Sepulveda Feeder, High Desert Multi-Ambulatory Care Center, and Hall of Justice, totaling more than \$517M in construction value. Elizabeth oversees the Project Manager’s work and serves as a point-of-contact for the County on all administrative issues. TSG is currently working on the Tujunga Wash, a Prop 84-funded project.

Upper San Gabriel Valley Municipal Water District

Portfolio of Prop. 84-funded Construction Projects

Labor Compliance Program Administrator, April 2016 – Dec 2017

Elizabeth serves as the Labor Compliance Program Administrator for this portfolio of Prop. 84-funded recycled water projects. She was responsible for drafting and receiving certification for the District’s LCP Manual. Elizabeth educates contractors on the projects on the California labor laws, ensuring compliance with Federal and State prevailing wage regulations. She is responsible for the uniform monitoring and enforcement of LCP provisions.

Water Replenishment District of Southern California

Leo J. Vander Lans Water Treatment Facility Expansion Project

Labor Compliance Program Administration; October 2012 - December 2014

Elizabeth served as the Senior Project Manager on this \$33 million project, responsible for contractor education and support, developing, monitoring and enforcing all LCP provisions. The District was required to be certified as an LCP and Elizabeth was responsible for preparing the application and Policies and Procedures Manual for submission to the DIR and implemented the required LCP procedures for the life of the project.

Orange County Public Works Department

Two Prop. 84-funded Construction Projects

Labor Compliance Program Administrator; November 2012 – July 2014

Elizabeth served as the Labor Compliance Program Administrator for two Prop. 84-funded county projects. She also drafted and received certification for the District’s LCP Manual.

Gonzalo Armijos
Project Manager

With more than four years in the industry, Gonzalo manages the TSG labor compliance team and oversees compliance data collection and analysis for use in labor compliance administration. His principal responsibilities include:

- Contractor education and support
- Certified payroll record audit
- Oversight of job site monitoring
- Proactively identifying claims issues
- Grievance processing
- Audits and investigations as needed
- Document control management
- Compliance enforcement
- Accurate, on-time reporting to the agency



EDUCATION

Accounting Studies,
Pasadena Community
College

PROJECT EXPERIENCE

Orange County Sanitation District
Two Prop. 84-funded Construction Projects

Labor Compliance Program Administrator, November 2017 – current

Gonzalo is the Project Manager for two Prop. 84-funded projects, Plant #1 Sludge Dewatering and Odor Control and Newhope-Placentia Trunk Sewer Replacement. Gonzalo assisted OCSD in developing its LCP in accordance with California Labor Code Section 1771.5. He is now implementing the program by providing retroactive and ongoing labor compliance services. He also oversees the document monitoring and review, audits, investigations, site visits and worker interviews, and monthly reporting.

City of Hesperia Public Works Department
Recycled Water Line Replacement Project

Labor Compliance Program Administrator, October 2016 – current

Gonzalo is responsible for the labor compliance monitoring, enforcement, and reporting services that fulfill all requirements of the California Labor Code, Prop. 84, and the federal Davis-Bacon and Related Acts. He is also responsible for advising contractors on all labor compliance requirements and coordinating formal enforcement actions among public and private agencies and the awarding body.

**City of Monterey Park Department of Public Works
Centralized Groundwater Treatment System Project**

Labor Compliance Program Administration, October 2016 – current

Gonzalo, as the TSG Project Manager, is currently managing this Prop. 84-funded project for the city. He is responsible for the audits of collected data and the in-house document control system. He is also responsible for advising contractors on all labor compliance requirements and coordinating formal enforcement actions among public and private agencies and the awarding body.

**Water Replenishment District of Southern California
Leo J. Vander Lans Water Treatment Facility Expansion Project**

Labor Compliance Program Administration; October 2012 - December 2014

On this \$33 million project, Gonzalo was responsible for assisting with contractor education and support, developing, monitoring and enforcing all LCP provisions. The District was required to be certified as an LCP and TSG was responsible for preparing the application and Policies and Procedures Manual for submission to the DIR and implemented the required LCP procedures for the life of the project.

**County of Los Angeles Department of Public Works
Master Labor Compliance Contract – Multiple Projects**

Labor Compliance Program Administration, June 2016 – current

TSG has provided labor compliance on more than 25 projects as-needed for the County such as the Sepulveda Feeder, High Desert Multi-Ambulatory Care Center, and Hall of Justice, totaling more than \$517M in construction value. Gonzalo performs audits of collected data and manages the in-house document control system.

**Community Redevelopment Agency – Los Angeles
Multiple Projects**

Contract Compliance Program Administration, June 2016 – October 2017

TSG provided labor compliance for more than 10 projects that comprised this \$800M program. Gonzalo was responsible for performing audits of the collected data and managing the in-house document control system.

Demetra Haloutsos
Analyst

Demetra is responsible for auditing and tracking contractor document submittals for multiple TSG projects, helping ensure contractor compliance on labor compliance programs. She also assists with the preparation of monthly progress reports. Her organization and attention to detail make her an indispensable member of the team. She assists TSG Project Managers by efficiently completing important day-to-day tasks on schedule.



PROJECT EXPERIENCE

Orange County Sanitation District
Two Prop. 84-funded Construction Projects

Demetra assists Gonzalo Armijos, the Project Manager on two Prop. 84-funded projects, Plant #1 Sludge Dewatering and Odor Control and Newhope-Placentia Trunk Sewer Replacement. She provides document review and auditing; as well as assisting with the monthly reporting.

City of Monterey Park Department of Public Works
Centralized Groundwater Treatment System Project

For this Prop. 84-funded project, Demetra is responsible for filing and tracking contractor document submittals. She helps to ensure contractor compliance for both prevailing wage and targeted worker hiring. She also assists with the preparation of monthly progress reports.

County of Los Angeles Department of Public Works
Master Labor Compliance Contract – Morris Dam

For this County of Los Angeles project, Demetra helped audit certified payroll and drafts delinquent document notices to contractors. She also assists with the preparation of monthly progress reports.

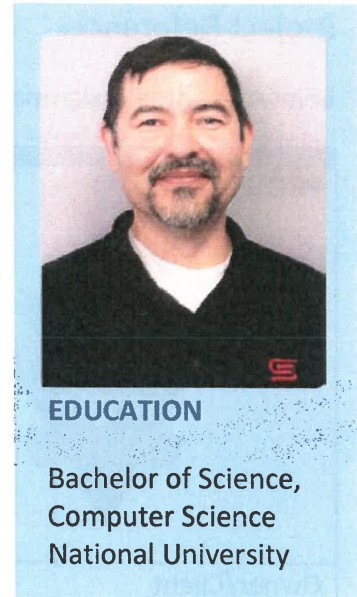
Community Redevelopment Agency – Los Angeles
Multiple Projects

Demetra helped maintain the document tracking log in support of TSG’s contract compliance efforts on this \$800M program. She also updated the log with data from on-site worker interviews and was responsible for maintaining the project filing system.

Jose Ruiz
Field Representative

José has seven years of direct experience participating in contract compliance investigations including prevailing wage, local-hire and disadvantaged-worker programs. He specializes in the performance of on-site interviews with project workers to identify work classifications, corroborate payment of prevailing wages and aggregate verifiable data relative to the tracking of local/targeted worker and apprentice utilization.

José has wide-ranging experience conducting site visits and field worker interviews (in Spanish or English) and is skilled at identifying potential compliance issues or underpayment issues. He works closely with interviewees to complete the necessary steps in the investigation of disputes in a timely and efficient manner. His responsiveness and concern for issues pertaining to labor compliance enhance his effectiveness as a site interviewer and facilitates the early identification of potential issues.



PROJECT EXPERIENCE

West Basin Municipal Water District

Portfolio of Prop. 84-funded Construction Projects

County of Los Angeles Department of Public Works

Master Labor Compliance Contract – Tujunga Wash, SR-126 Interchange, Morris Dam

Orange County Sanitation District

Two Prop. 84-funded Construction Projects

City of Monterey Park Water Department

Centralized Groundwater Treatment System

City of Hesperia

Reclaimed Water Line Project

Upper San Gabriel Valley Municipal Water District



Portfolio of Prop. 84-funded Construction Projects

Water Replenishment District of Southern California



Leo J. Vander Lans Water Treatment Facility Expansion Project

Project References

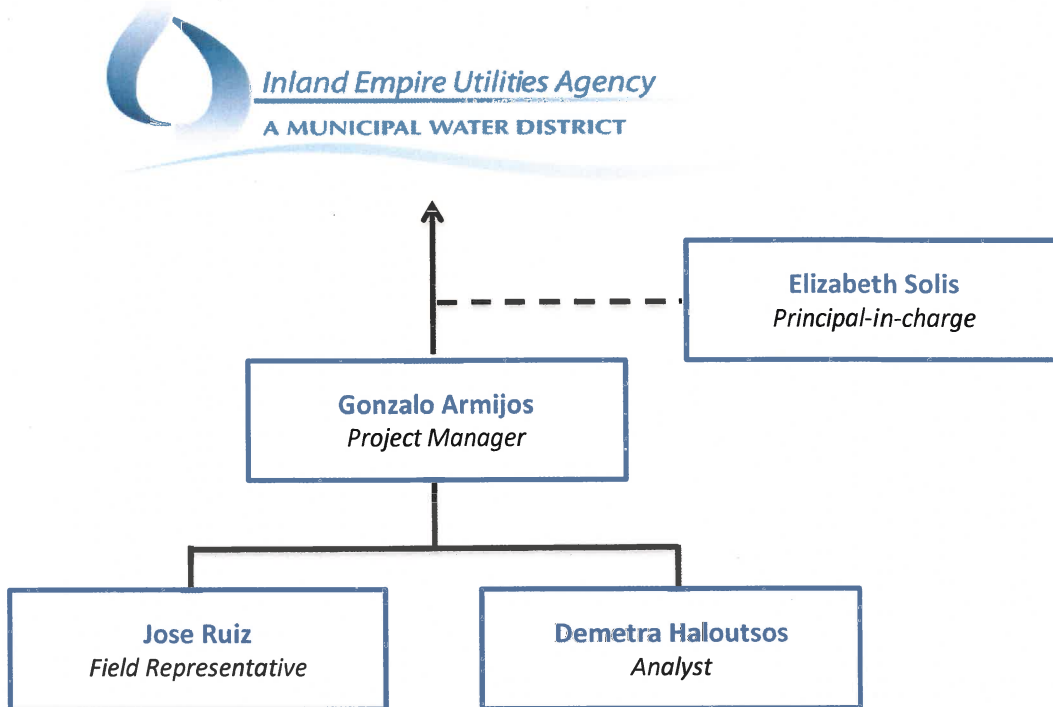
Below are three assignments comparable in nature to IEUA's projects.

<p>PROJECT #1</p> 	
<p>Owner/Client</p>	<p>City of Hesperia Public Works Department Recycled Water Line Replacement Project</p>
<p>Date of Start/Completion</p>	<p>October 2016 - current</p>
<p>Contact Name/Project Manager</p>	<p>David Burkett</p>
<p>Email Address</p>	<p>dburkett@cityofhesperia.us</p>
<p>Phone Number</p>	<p>760-947-1202</p>
<p>Relevant Services</p>	<p>Prop. 84 and Federal Labor Compliance Coordination Services:</p> <ul style="list-style-type: none"> • Obtained DIR approval of LCP manual • Prepared LCP Policies & Procedures Manual • Contractor education • Full labor compliance monitoring and enforcement • Managed/prepared monthly and closeout reporting

<p>PROJECT #2</p> 	
<p>Owner/Client</p>	<p>Orange County Sanitation District</p> <p>Plant #1 Sludge Dewatering and Odor Control and Newhope-Placentia Trunk Sewer Replacement</p>
<p>Date of Start/Completion</p>	<p>November 2017 – current</p>
<p>Contact Name/Project Manager</p>	<p>Daisy Covarrubias</p>
<p>Email Address</p>	<p>dcovarrubias@ocsd.com</p>
<p>Phone Number</p>	<p>714-593-7119</p>
<p>Relevant Services</p>	<p>Prop. 84 Labor Compliance Coordination Services:</p> <ul style="list-style-type: none"> • Obtained DIR approval of LCP manual • Prepared LCP Policies & Procedures Manual • Contractor education • Full labor compliance monitoring and enforcement (retroactive and ongoing) • Managed/prepared monthly and closeout reporting

<p>PROJECT #3</p> 	
<p>Owner/Client</p>	<p>West Basin Municipal Water District Portfolio of Prop-84 Projects</p>
<p>Date of Start/Completion</p>	<p>April 2015 – current</p>
<p>Contact Name/Project Manager</p>	<p>Eric Owens</p>
<p>Email Address</p>	<p>erico@westbasin.org</p>
<p>Phone Number</p>	<p>310-660-6223</p>
<p>Relevant Services</p>	<p>Labor Compliance Coordination Services:</p> <ul style="list-style-type: none"> • Obtained DIR approval of LCP manual • Prepared LCP Policies & Procedures Manual • Training of District staff on LCP administration • Contractor education • Full labor compliance monitoring and enforcement (retroactive and ongoing) • Managed/prepared monthly and closeout reporting

Organizational Chart



While you have the benefit of a team working for you, you will have one point of contact with TSG. Gonzalo Armijos, your Project Manager, will be your top line contact during the projects. He is supported by a small team of specialists for day-to-day tasks, and through the balance of our 29-person staff should the need arise. We have included the resumes of our proposed team to illustrate their background and the depth of their labor compliance experience.

We will not use any subcontractors for this assignment.

Exhibit B

Proposal Rate/Fee Schedule

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Consultants 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 (January 1, 2018 through December 31, 2020) contract performance period 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 related services.

DESCRIPTION PROPOSED UNIT RATE

1. Labor Compliance Manager/Project Manager	\$ <u>159.00</u>
2. Field Representative/Staff	\$ <u>92.75</u>
3. Certified Payroll Administrator/Analyst	\$ <u>98.50</u>
4. Administrative Assistant	\$ <u>71.00</u>
5. DBE Advertisement	\$ <u>No Charge</u>
6. Other (Specify) <u>Principal-in-Charge</u>	\$ <u>No Charge</u>
7. Other (Specify) _____	\$ <u>N/A</u>
8. Other (Specify) _____	\$ <u>N/A</u>
9. Other (Specify) _____	\$ <u>N/A</u>

Please note any other fees which may be applicable to the services being provided

Note: DBE Advertisements will not be required; TSG is a certified DBE firm.

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Consultants shall fully complete a Task Order Basis For Fee Calculations fee schedule formulation and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated three (3) year (May, 2018 through May, 2021) contract performance period 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 related services.

SAMPLE TASK ORDER BASIS FOR FEE CALCULATIONS

Fixed Project Initiation Fee	\$ <u>4,500</u>
Consultant Set-up and orientation, per listed Contractor/subcontractor	\$ <u>400</u>
Monthly Administration of Project- Per month per listed Contractor	\$ <u>100</u>
High Value Per Contractor Factor	\$ <u>25</u>
▪ Per 100K of construction value over 1M per month of contract duration	

Example:

Fixed Project Initiation Fee Lump Sum	\$ 200.00
Consultant Set-up and orientation, per listed Contractor/subcontractor 4-Listed Contractors \$ 100 X4	\$ 400.00
Monthly Administration of Project- Per month per listed Contractor \$50 X 4 (listed Consultants) X 6 mos. (estimated project duration)	\$ 1200.00
High Value Per Contractor Factor Construction Value \$ 8M/ 6 mos. (estimated project duration) = 1.3M 1.3M – 1M= (300K/100K)= 3 X \$15=45 X 6 mos.= 270.00 X 4 (listed Contractors)	\$ <u>1080.00</u>
Total Fee	\$2880.00

Please note any other fees which may be applicable to the services being provided

Note: No other fees are applicable to the services being provided by TSG.

Optional Tasks

The solicitation is well-written and includes a comprehensive overview of the tasks required to perform the requested services. We have outlined our scope of services to provide IEUA with a complete list of tasks we feel are necessary to ensure compliance with the Agency's wide range of funding sources.

CONSULTANT IDENTIFICATION

1. Legal name of Consultant: TSG Enterprises, Inc. dba The Solis Group
2. Street Address: 131 N. El Molino Avenue, Suite 100, Pasadena, CA 91101
3. Mailing Address: 131 N. El Molino Avenue, Suite 100, Pasadena, CA 91101
4. Business Telephone: (626) 685-6989
5. Facsimile Telephone: (626) 685-6985
6. Email Address: ghamm@thesolisgroup.com
7. Type of Business:
 - California Corporation
 - Corporation organized under the laws of the State of _____, with head offices located at _____, and offices in California at _____.
 - Limited Liability Company
List name of managing member(s):

 - Sole Proprietorship _____ proprietor.
 - Partnership
 - Limited Liability Partnership
List names of general partners; state which partner or partners are managing partner(s)

 - Other (attach Addendum with explanatory details)
8. Business License number issued by the City where the Consultant's principal place of business is located.
Number: 1459903 Issuing City: Pasadena, California
9. Federal Tax Identification Number: 95-4728049

10. Consultant's Project Manager: Gonzalo Armijos
11. Project Manager's E-mail Address: garmijos@thesolisgroup.com
12. Project Manager's Cell Phone No. : (626) 685-6989

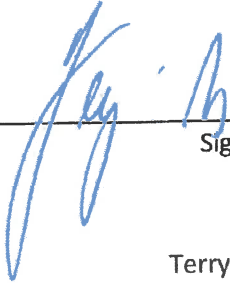
13. References: List at least three (3) references for whom you provide a similar service:

Company Name & Address	Contact Person Name & Title	Phone Number, include Area Code and E-mail Address	Services Provided
City of Hesperia Public Works Department 9700 Seventh Ave. Hesperia, CA 92345	David Burkett Project Construction Manager	760-947-1202 dburkett@cityofhesperia.us	Federal and Prop. 84 Labor Compliance Obtained DIR approval of LCP Manual
Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708	Daisy Covarrubias Sr. Staff Analyst	714-593-7119 dcovarrubias@ocsd.com	Retroactive and ongoing Prop. 84 Labor Compliance Obtained DIR approval of LCP Manual
West Basin Municipal Water District 17140 S. Avalon Blvd. Suite 210 Carson, CA 90746	Eric Owens Technical Resources Director	310-660-6223 erico@westbasin.org	Prop. 84 Labor Compliance Obtained DIR approval of LCP Manual

WORKERS' COMPENSATION CERTIFICATE

The Consultant shall execute this form to acknowledge and comply with the requirements of California Labor Code, Sections 1860 and 1861:

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

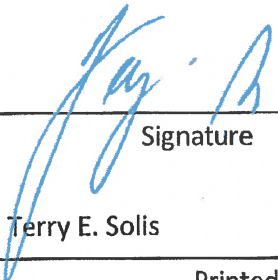
	TSG Enterprises, Inc. dba The Solis Group
Signature	Company Name
Terry E. Solis	1459903
Printed Name	Business License Number
Chairman and Secretary of the Board of Directors	4/11/2018
Title	Date

NON-COLLUSION AFFIDAVIT

State of California)
County of Los Angeles) ss.

Terry E. Solis, being first duly sworn, deposes and says

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


Signature
Terry E. Solis
Printed Name

TSG Enterprises, Inc. dba The Solis Group
Company Name
1459903
Consultant License Number

Chairman and Secretary of the Board of Directors
Title

04/11/2018
Date

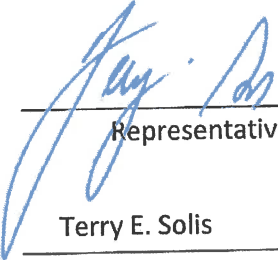
WAIVER / RELEASE OF LIABILITY

TSG Enterprises, Inc.

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

In consideration of being able to store/leave said equipment, materials, and supplies at the Agency's facilities, Consultant 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 Consultant's employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Consultant 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 Consultant, and of my own free will.

By: 
Representative's signature
Terry E. Solis
Print Name

04/11/2018
Date
Chairman and Secretary of the Board of Directors
Title

Approved: _____

**ATTACHMENT E
REQUIRED FORMS**

EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other contents provided in the Request for Proposals, submit the following form with your Proposal. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: NONE

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

PROPOSAL SIGNATURE FORM

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

Each Consultant 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).

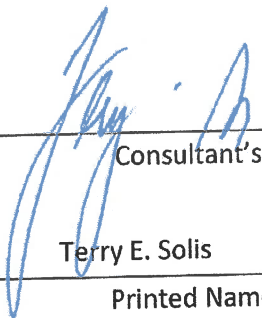
Early Payment Discount, if any (to be considered as part of this proposal):

Not Applicable

If Net _____, then _____ % 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.

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

	TSG Enterprises, Inc. dba The Solis Group
Consultant's Signature	Company Name
Terry E. Solis	1459903
Printed Name	Business License Number
Chairman and Secretary of the Board of Directors	04/11/2018
Title	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Customer Service Team	
Preferred American Insurance		PHONE (A/C, No, Ext): (888) 745-0002	FAX (A/C, No): (888) 834-0006
4740 Green River Road		E-MAIL ADDRESS: customerservice@preferredamerican.com	
Ste. #304		INSURER(S) AFFORDING COVERAGE	
Corona CA 92880		INSURER A: Colony Insurance Company	NAIC # 39993
INSURED		INSURER B: Travelers Ins Co	19046
TSG Enterprises, Inc., DBA: The Solis Group		INSURER C: National Union Fire Insurance Company of Pittsburgh	19445
131 N. El Molino Ave., Suite 100		INSURER D: Granite State	23809
Pasadena CA 91101		INSURER E: Peleus Insurance Company	34118
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 Renewal Certs

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	103 GL 0005702-07	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-7J080990	07/20/2017	07/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU087711197	08/20/2017	08/20/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 019-39-7213	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			EO41978630	08/20/2017	08/20/2018	Limit: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Stu Davis</i>

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Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return. Name is required on this line; do not leave this line blank.)
TSG Enterprises, Inc.

2 Business name/disregarded entity name, if different from above
dba The Solis Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 8):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
131 N. El Molino Avenue, Suite 100

6 City, state, and ZIP code
Pasadena, CA 91101

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
9	5	-	4	7	2	8	0	4	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ **04/11/2018**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



The Solis Group

131 N. El Molino Ave, Suite 100

Pasadena, CA 91101

(626) 685-6989 telephone

(626) 685-6985 facsimile

www.thesolisgroup.com

Exhibit C

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:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

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:

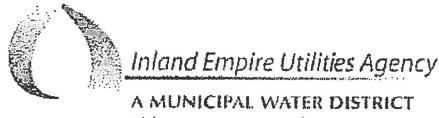
XXXXXXXXXXXXXXXXXXXX:

Date: _____

Date: _____

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Attachment 2



**MASTER SERVICES CONTRACT AMENDMENT NUMBER: 4600001503-005
FOR PROVISION OF
LABOR COMPLIANCE PROGRAM SERVICES**

This Contract Amendment Five is made and entered into this _____ day of _____, 2018, 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 "Agency" and "IEUA") and Golden State Labor Compliance, LLC with offices located in Palmdale, California (hereinafter referred to as "Labor Compliance Administrator"), in order to establish mutually acceptable terms and conditions which will hold for and govern all "Task Order" releases subsequently issued, and shall revise the contract as amended:

SECTION 3., TERM. IS REVISED TO ADD AS FOLLOWS: Agency hereby exercises its option to extend the Term of this Contract. The term of this Contract shall extend from the date of the Notice to Proceed and terminate on July 31, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.

(Note: This Amendment represents no fiscal impact to the Contract.)

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

GOLDEN STATE LABOR COMPLIANCE, LLC:

Warren T. Green (Date)
Manager of Contracts

Victor W. Conklin *5-30-18*

Victor W. Conklin (Date)
Vice President

**ACTION
ITEM
1D**

Date: June 20, 2018

HR

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

06/13/18

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

Subject: Emergency Construction Contractor Awards

Executive Summary:

IEUA has established master contracts with contractors to provide emergency services on an "as needed" basis since August 2009. The current contracts are set to expire in June 2018.

In June 2017, a request for qualification (RFQ) solicitation was conducted to establish an "under \$2,000,000" pre-qualified contractors list. Thirty-eight contractors submitted qualification packages. All contractors who qualified on the list were asked to participate in IEUA's emergency construction work program. Of the contractors solicited, 19 contractors indicated interest and were selected to participate.

As such, emergency master service contracts need to be established with each contractor. All emergency work will be implemented in compliance with the established emergency protocols within the purchasing ordinance and IEUA standard operating procedures.

Staff's Recommendation:

1. Award three-year master contracts for Emergency Construction Contractors to the following companies with four one-year extension options: Atom Engineering, Big Sky Electric, Davis Electric, Doty Brothers Equipment Company, Environmental Construction, Inc., Ferreira Construction, Genesis Construction, Humphrey Constructors, J.R. Filanc Construction Co., Inc., Kana Subsurface Engineering, KDC Inc. dba Dynaelectric, Mike Bubalo Construction, Murphy Industrial Coatings, Inc., SCW Contracting Corp., Trinity Construction, Vance Corp., W.A. Rasic Contracting, Weka, Inc., and W.M. Lyles Co.; and
2. Authorize the General Manager to execute the contracts subject to non-substantive changes.

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

Account/Project Name:

Various current and future projects.

Fiscal Impact (explain if not budgeted):

There is no direct impact on IEUA's fiscal year budget as a result of this action. These contracts are for emergency work which may be required under the term of the agreements. IEUA carries budgeted emergency funds in each fiscal year budget.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

Business Goal:

The Emergency Construction Contractor Awards are consistent with the IEUA's Business Goal of Work Environment, specifically the Staff Safety objective that IEUA IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices in support of achieving the CalOSHA Star Voluntary Protection Program (CAL/VPP) certification.

Attachments:

Attachment 1 - Emergency Construction Contracts [Click to Download](#)

**ACTION
ITEM
1E**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR
06/13/18

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

Subject: RP-5 Facility Improvement Construction Contract Award

Executive Summary:

The Regional Water Recycling Plant No. 5 (RP-5) Facility Improvement Project provides an emergency backup of potable water for RP-5 if recycled water becomes unavailable. This backup water source is necessary to ensure the continuous operation of critical equipment that require a constant supply of water. Additionally, the project includes replacement of the concrete joint sealant in the Emergency Storage Basin. This flexible joint sealant has begun to come out of the joints and requires replacement.

On April 26, 2018, IEUA received three construction bids. GSE Construction Co., was the lowest responsive, responsible bidder with a bid price of \$126,500.

Staff's Recommendation:

1. Award a construction contract for the RP-5 Facility Improvement, Project No. EN18028, to GSE Construction Co., in the amount of \$126,500; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

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

Account/Project Name:

EN18028/RP-5 Facility Improvement Project

Fiscal Impact (explain if not budgeted):

None.

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 Class 1 Exemption, as defined in Section 15301 (b) of the State CEQA Guidelines.

Business Goal:

The RP-5 Facility Rehabilitation Project is consistent with the IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

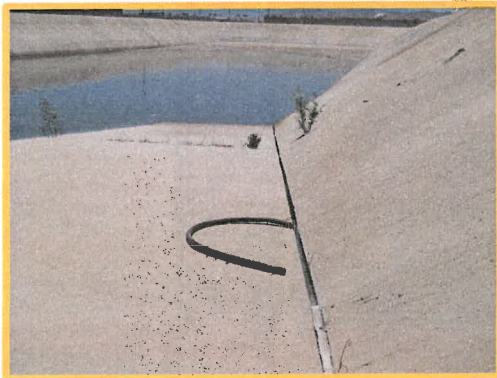
Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

Attachment 1

RP-5 Facility Improvements Construction Contract Award

Project No. EN18028



Project Location



Emergency Storage Basin

Backup Water Connection

RP-5 Aerial Photograph

The Project

- Emergency Storage Basin
 - Remove/replace 2,000 lineal feet of expansion joint sealant
- RP-5 Emergency Backup Water Supply
 - Provide connection between in-plant potable and recycled water
 - Reduced pressure backflow preventer
 - Reviewed and approved by the City of Chino



Failed Expansion Joint Sealant

Contractor Selection

Three bids were received on April 26, 2018:

Bids Received

Bidder's Name	Total
GSE Construction Co.	\$ 126,500
W.A. Rasic Construction Co.	\$145,000
Ferreira Construction Co.	\$ 160,951
Engineer's Estimate	\$130,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$55,000
IEUA Design Services	\$55,000
Construction Services	\$19,000
IEUA Construction Services (15%)	\$19,000
Construction	\$145,500
Construction Contract (this action)	\$126,500
Contingency (15%)	\$19,000
Total Project Cost:	\$219,500
Total Project Budget:	\$350,000
Remaining Budget:	\$130,500

Project Milestone	Date
Construction	
Construction Contract Award	June 2018
Construction Completion	October 2018

Recommendation

- Award a construction contract for the RP-5 Facility Improvement, Project No. EN18028, to GSE Construction Co., in the amount of \$126,500; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The RP-5 Facility Improvement Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachment 2



CONTRACT NUMBER: 4600002518
FOR
RP-5 FACILITIES IMPROVEMENTS

THIS CONTRACT (the "Contract") is made and entered into this _____ day of _____, 2018 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 G.S.E. Construction Company, Inc., with offices located in Livermore, California (hereinafter referred to as "Contractor"), for the RP-5 Facilities Improvements Project EN18028.

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

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

Project Manager: Matthew Poeske, Construction Project Manager - PE
Address: 6075 Kimball Avenue, Building "B"
Chino, CA 91708
Telephone: (909) 993-1723
Email: mpoeske@ieua.org
Facsimile: (909) 993-1982

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

Project Manager: Ryan Lippincott
Address: 6950 Preston Avenue
Livermore, CA 94551
Telephone: (925) 580-8698
Email: rlippincott@gseconstruction.com
Facsimile: (925) 447-0962

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 4600002518.
 - B. Contract number 4600002518 General Terms and Conditions.
 - C. Agency's Invitation for Bid IFB-RW-18-012 and all germane Addenda, incorporated herein by this reference.
 - D. Contractor's bid dated April 26, 2018 (**Attachment 1**).
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the Agency's Invitation for Bid IFB-RW-18-012 and all germane Addenda, incorporated herein by this reference.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate upon one (1) year after written acceptance of the project's construction by the Agency's cognizant Project Manager, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. PAYMENT, INVOICING AND COMPENSATION: The Contractor shall submit once-monthly invoicing, basis materials and labor completed to-date. IEUA shall pay the Contractor's invoice within thirty (30) days following receipt of the approved invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

All invoices shall be submitted electronically with all required back-up to apgroup@ieua.org.

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-96 and SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

Effective January 1, 2015: The call for bids and contract documents must include the following information:

- A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 will be generated.

As compensation for the work performed under this Contract, Agency shall pay Contractor a **not-to-exceed maximum \$126,500.00** for all work satisfactorily provided hereunder in accordance with **Attachment 1**, referenced herein, attached hereto, and made a part hereof.

7. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

a. The insurance shall include coverage for each of the following hazards:

Premises – Operations
Owners and Contractors Damage
Broad Form Property Damage
Contractual for Specific Contract
Severability of Interests or Cross-Liability
XCU [Explosion, Collapse and Underground] Hazards
Personal Injury – with the "Employee" Exclusion Deleted

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Payment, Labor & Material, and Performance Bonds: Bonding is required, per Public Contract Code Article 121, Section 21565, for public works projects. All construction-related labor for this project is designated as the public works portion of this project and therefore subject to prevailing wage. Contractor and subcontractor shall furnish bonding with the use of IEUA forms as furnished by Project Manager or their designee.
- 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 insurance 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, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709
email awitte@ieua.org

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

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

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects:

<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>

D. Confined Space Work:

I. Precautions and Programs:

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
- b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.
- c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the

United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

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

- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- G. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or

service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.

- H. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- I. Indemnification: Contractor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 - 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision.

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

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

- N. Workers' Legal Status: For performance against this Contract, Supplier shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- O. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor [<http://www.dir.ca.gov/Public-Works/PublicWorks.html>].

10. FITNESS FOR DUTY:

- A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:
 - 1. shall report for work in a manner fit to do their job;
 - 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 - 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
- B. Compliance: Consultant shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor

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

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

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

13. NON-CONFORMING WORK AND WARRANTY: Contractor represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Contractor by Agency, or any other person or entity.

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

Agency: Inland Empire Utilities Agency, a Municipal Water District
Attn: Mr. Warren T. Green
Manager of Contracts and Procurement
P.O. Box 9020
Chino Hills, California 91709-0902

Contractor: G.S.E. Construction Company, Inc.
Attn: Ms. Sue Gutierrez
Secretary and Chief Financial Officer
6950 Preston Avenue
Livermore, CA 94551

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

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
16. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
21. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
22. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.

23. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

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

INLAND EMPIRE UTILITIES AGENCY:
(a Municipal Water District)

G.S.E. CONSTRUCTION COMPANY, INC.:

Halla H. Razak
General Manager

(Date)



L. Orlando Gutierrez
President



(Date)

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**ACTION
ITEM
1F**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR
06/13/18

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

Subject: SCADA Enterprise System Consultant Contract Amendment

Executive Summary:

Consistent with IEUA's Supervisory Control and Data Acquisition (SCADA) Master Plan, the third phase of the SCADA Enterprise System Project will migrate all control systems at Regional Water Recycling Plant No. 1 (RP-1) to the Rockwell PlantPax platform. In 2013, Westin was awarded a contract to design all four IEUA facilities to be migrated (RP-1, RP-4, RP-5 and CCWRF). In 2016, initial RP-1 predesign efforts identified a total of 31 control panels to be migrated as part of this project. Twelve additional control panels in the tertiary treatment process were to be migrated as a separate project, but will instead be absorbed by this project to maximize consistency and cost effectiveness.

The effort for this scope augmentation is captured in this contract amendment. This contract amendment, for a not-to-exceed amount of \$87,858, would increase the contract value from \$2,315,669 to \$2,403,527.

Staff's Recommendation:

1. Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Westin Technology Solutions for a not-to-exceed amount of \$87,858; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

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

Account/Project Name:

EN13016/SCADA Enterprise System (RP-1)

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On May 17, 2017, the Board of Directors approved an amendment to the consulting engineering services contract for the SCADA Enterprise System, Project No. EN13016, to Westin for a net increase of \$389,020.

On May 15, 2013, the Board of Directors approved the consulting engineering services contract award for the SCADA Enterprise System, Project No. EN13016, to Westin for the not-to-exceed amount of \$1,855,379.

Environmental Determination:

Categorical Exemption

In June 2014, IEUA filed a Notice of Exemption with San Bernardino County for the SCADA Enterprise System, Project No, EN13016, which included the RP-1 facility.

Business Goal:

The SCADA Enterprise System Project is consistent with IEUA's Business Goal of Business Practices, specifically the Efficiency and Effectiveness objective that IEUA strives to 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.

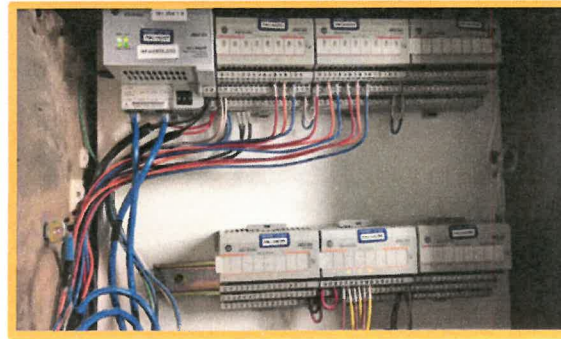
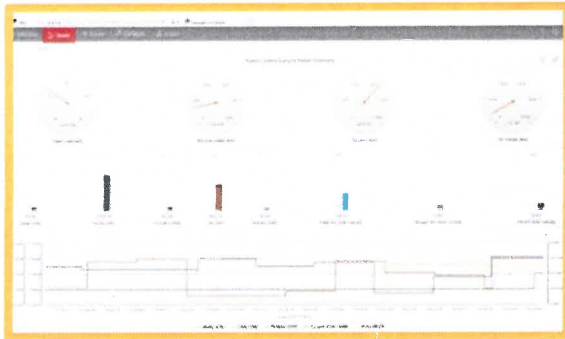
Attachments:

Attachment 1 - PowerPoint

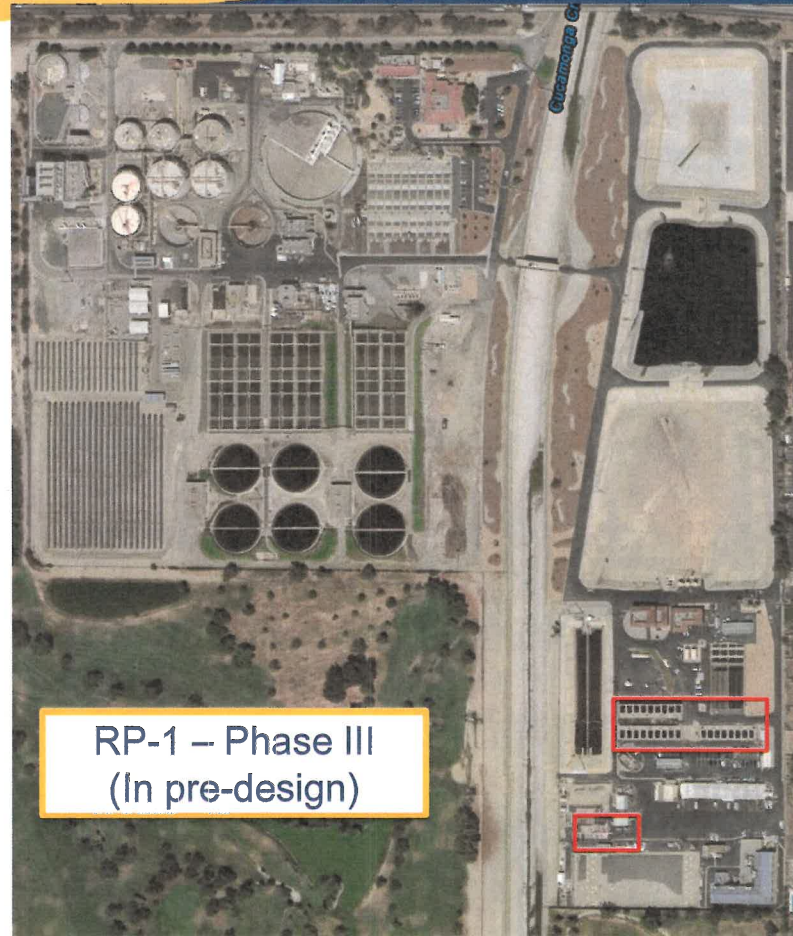
Attachment 2 - Consultant Engineering Services Amendment

Attachment 1

SCADA Enterprise System Consultant Contract Amendment Project No. EN13016



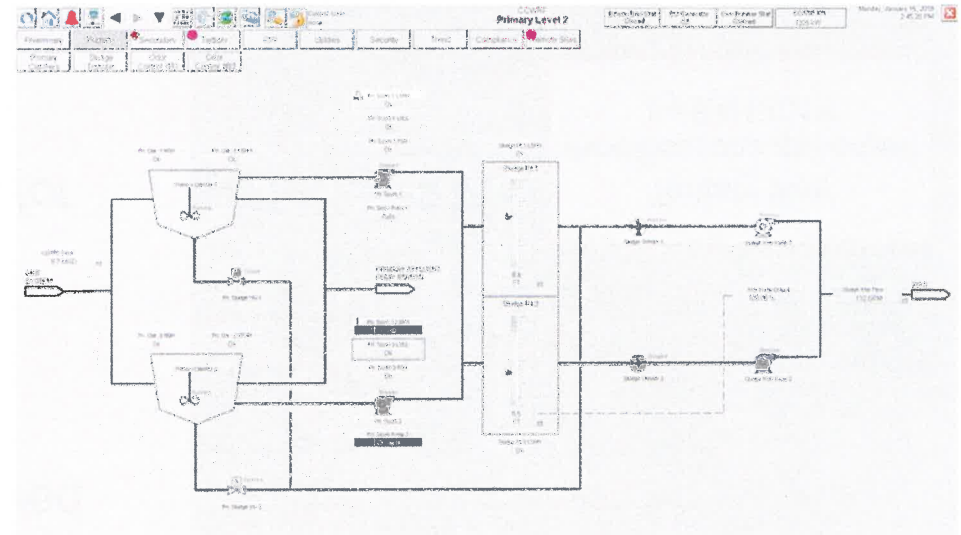
Project Location and Background



RP-1 – Phase III
(In pre-design)

Design Consultant Scope of Work

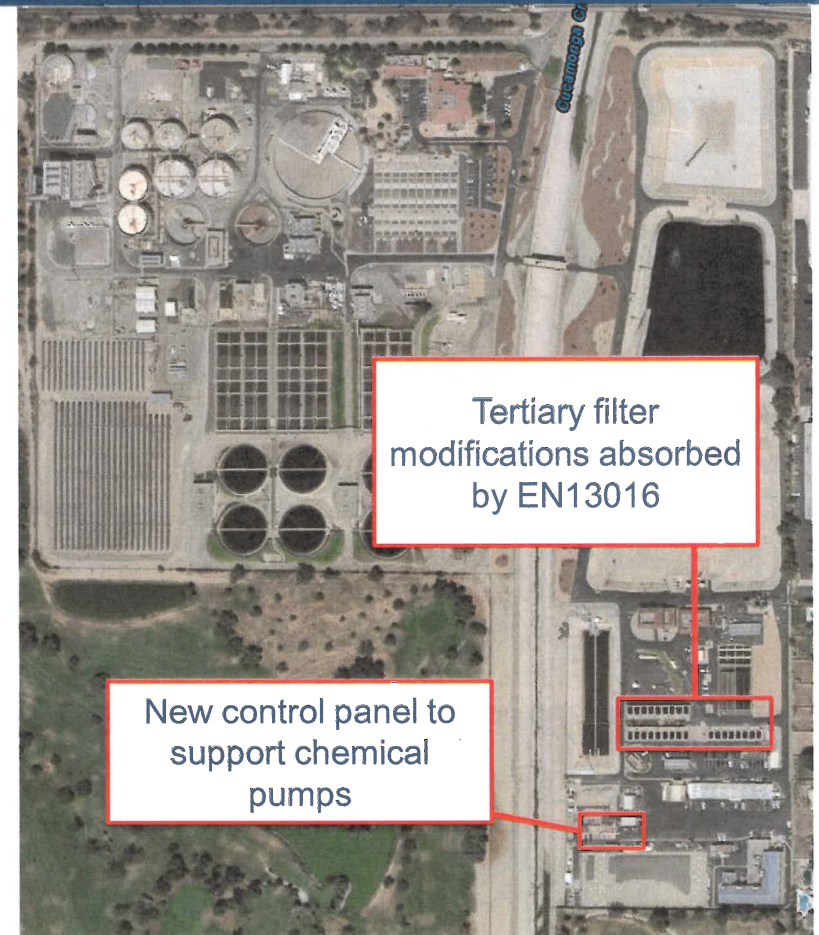
- Review documentation and existing status of all control panels
- Design panel modifications to facilitate migration to PlantPAX
- Develop migration plan and system architecture
- Compile bill of materials and engineer's estimate
- Support IEUA during construction



High-Performance Control Screens (Post-Migration)

Scope Augmentation

- In 2016, a total of 31 panels were identified for migration
- In 2017, 12 control panels added to this project to save cost
- Amendment will cover increased efforts for 12 additional panels



Project Budget and Schedule

Description	Estimated Cost
Design Services	\$628,723
Consultant Predesign/Design Contract	\$490,909
Consultant Predesign/Design Contract Amendment (this item)	\$79,814
IEUA Design Services (10%)	\$58,000
Construction Services	\$220,195
Design Consultant Construction Services	\$174,151
Design Consultant Construction Services Amendment (this item)	\$8,044
IEUA Construction Services (10%)	\$19,000
Construction Services Contingency (10%)	\$19,000
Construction	\$3,080,000
Construction (estimate)	\$2,800,000
Contingency (10%)	\$280,000
Total Project Cost (Phase III):	\$3,928,918
Total Project Budget (for all four treatment facilities):	\$15,803,331
Expended to Date (Phase I):	\$5,018,259
Expended to Date (Phase II):	\$6,780,566
Remaining Budget:	\$75,588

Project Milestone	Date
Consultant Contract Amendment	June 2018
Design	
RP-1 Predesign Completion	January 2019
RP-1 Design Completion	February 2020
Construction	
RP-1 Construction Award	May 2020
RP-1 Construction Completion	August 2021

Recommendation

- Approve a contract amendment for the SCADA Enterprise System, Project No. EN13016, to Westin Technology Solutions for a not-to-exceed amount of \$87,858; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The SCADA Enterprise System Project is consistent with the *IEUA's Business Goal of Business Practices*, specifically the Efficiency and Effectiveness objective that IEUA strives to 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.

Attachment 2



CONTRACT AMENDMENT NUMBER: 4600002438-001

FOR

SCADA ENTERPRISE SYSTEM CONSULTING

This CONTRACT AMENDMENT ONE is made and entered into this ____ day of _____, 2018, 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 **Westin Technology Solutions, LLC**, a wholly-owned subsidiary of IPS Group, Inc. and affiliated with New Resources Consulting, LLC, with offices in Milwaukee, Wisconsin (hereinafter referred to as "Consultant"), for designing and implementing the SCADA Enterprise Project No. EN13016 as previously exercised on assigned novation Contract Amendment 4600001435-005, and shall revise the Contract as herein amended:

SECTION 3, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: Additional engineering design consulting services are proposed by the Consultant and hereby incorporated into the Contract, attached hereto, referenced herein, and made a part hereof as **Appendix 4**.

SECTION 5, COMPENSATION, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: As compensation for the additional work performed under this Contract Amendment One, Agency shall pay Consultant a **NOT-TO-EXCEED maximum of \$2,403,527.61, which represents an increase of \$87,858.00** as outlined in **Appendix 5**, attached hereto, referenced herein, and made a part hereof.

SECTION 7, GRANT FUNDED PROJECTS, AS FURNISHED IN THE BASE CONTRACT AS APPENDIX 3, REMAINS IN FULL FORCE AND EFFECT.

BALANCE OF THIS CONTRACT REMAINS UNCHANGED.

[Signature Page Immediately Follows]

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)

WESTIN TECHNOLOGY SOLUTIONS, LLC,:

Halla H. Razak (Date)
General Manager

Mr. Mark Grosskopf (Date)
Chief Executive Officer

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Appendix 4

May 23, 2018

Jesse Pompa
Inland Empire Utilities Agency
6075 Kimball Ave
Chino, CA 91708

Subject: Request for Change 005 – RP-1 Revised Scope

The Inland Empire Utility Agency (IEUA) SCADA Replacement Project is to design and replace the existing legacy DCS systems at five (4) facilities; Carbon Canyon Water Reclamation Facility (CCWRF), Regional Plant 1 (RP-1), and Regional Plants 4 & 5 (RP-4 & RP-5) with Rockwell Automation ControlLogix PACs. In addition the entire HMI layer will be replaced with an enterprise wide Rockwell Software Factory Talk View SE system. All PACs will be reprogrammed based on PlantPax system standards.

This Request for Change covers the following:

- Increase in number of panels from 31 to 43.
 - o In estimating the additional work, Westin took into consideration duplicate panel types. This estimate is based on an additional 5.5 panel types rather than a count of individual panels.
- Increased hours on pre-design tasks for coordination with the disinfection project.
- Increase to Project Management hours relative to the overall increase. PM time is calculated at 10% of total engineering hours.

Assumptions:

- Estimate assumes 1 round of review/revision per deliverable. Additional revisions may require future change orders.
- Significant changes to the RIO structure of the network architecture may require re-vetting of the architecture by Rockwell. This is not covered by the current contract or this RFC and may require a future change order.

These changes result in an increase of 415 hours and \$87,858 to RP-1, and increases the overall contract value of the project to \$2,403,527. A detailed breakdown of the changes in costs/hours is included in the attached spreadsheet.

Thank you for the opportunity to propose these changes. If there are any questions or concerns, please contact the Project Manager Danielle O'Dell at Danielle.O'Dell@we-inc.com.

Sincerely,



Dean Ford
Westin Technology Solutions, LLC
1000 North Water Street
Suite 950
Milwaukee, WI 53202

Appendix 5

Westin Engineering, Inc.
 Proposal/Project Costing Spreadsheet

Currency US
 Selected Rates

Date

5/23/2018

Client Inland Empire Utilities Agency

Project Manager Danielle O'Dell

Project Phase RP-1

	Labor Category →	Principal Engineer	Senior Engineer 1	Project Manager	CAD	Hours Subtotal by Phase	Labor Subtotal	Travel Subtotal w/MU	Other Direct Costs w/MU	ODCs Subtotal	Subs Subtotal w/MU	Phase Subtotal	Phase Contingency	Phase Total
	Billing Rate	\$195	\$169	\$185	\$75			10%	10%		10%		5%	
100	RP-1 Tertiary	64	1097	114	213	1488	\$ 234,938	\$ 7,150	\$ 1,760	\$ 8,910	\$ 19,373	\$ 263,221	\$ 13,161	\$ 276,382
200	RP-1 Flow	62	1162	117	241	1582	\$ 248,188	\$ 3,575	\$ 1,760	\$ 5,335	\$ 19,373	\$ 272,896	\$ 13,645	\$ 286,541
300	RP-1 Dewatering	42	691	68	84	885	\$ 143,849	\$ 3,575	\$ 1,760	\$ 5,335	\$ 17,279	\$ 166,463	\$ 8,323	\$ 174,786
	Labor Hours	168	2,950	299	538	3,955	\$ 626,975							
	Subtotal \$	32,760	498,550	55,315	40,350		\$ 626,975	\$ 14,300	\$ 5,280	\$ 19,580	\$ 56,025	\$ 702,580	\$ 35,129	\$ 737,709

Approved By:

Project Manager

Date

Practice Vice President

Date

<u>Flow</u>	<u>Pre-Design</u>		<u>75% Design</u>		<u>100%</u>
	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>
Hours	475		421		309
Labor		\$ 81,611.00		\$ 61,819.00	
ODC		\$ 880.00		\$ -	
Subcontractor		\$ 6,283.00		\$ 1,571.00	
Travel		\$ 1,705.00		\$ -	
Contingency		\$ 4,524.00		\$ 3,170.00	
Total	475	\$ 95,003.00	421	\$ 66,560.00	309

Dewatering

Hours	467		159		117
Labor		\$ 80,259.00		\$ 23,417.00	
ODC		\$ 880.00		\$ -	
Subcontractor		\$ 5,236.00		\$ 1,047.00	
Travel		\$ 1,705.00		\$ -	
Contingency		\$ 4,404.00		\$ 1,223.00	
Total	467	\$ 92,484.00	159	\$ 25,687.00	117

Tertiary

Hours	485		381		281
Labor		\$ 83,463.00		\$ 56,353.00	
ODC		\$ 880.00		\$ -	
Subcontractor		\$ 6,283.00		\$ 1,571.00	
Travel		\$ 4,499.00		\$ -	
Contingency		\$ 4,756.00		\$ 2,896.00	
Total	485	\$ 99,881.00	381	\$ 60,820.00	281

Project Totals

Hours	1427		961		707
Labor		\$ 245,333.00		\$ 141,589.00	
ODC		\$ 2,640.00		\$ -	
Subcontractor		\$ 17,802.00		\$ 4,189.00	
Travel		\$ 7,909.00		\$ -	
Contingency		\$ 13,684.00		\$ 7,289.00	
Total	1427	\$ 287,368.00	961	\$ 153,067.00	707

<u>Design</u>	<u>Construction</u>		<u>Totals</u>		<u>MU</u>
<u>Cost</u>	<u>Hours</u>	<u>Cost</u>	<u>Hours</u>	<u>Cost</u>	
	377		1582		
\$ 42,003.00		\$ 62,755.00		\$ 248,188.00	
\$ 880.00		\$ -		\$ 1,760.00	10%
\$ 1,571.00		\$ 9,948.00		\$ 19,373.00	10%
\$ 781.00		\$ 1,089.00		\$ 3,575.00	10%
\$ 2,262.00		\$ 3,690.00		\$ 13,646.00	5%
\$ 47,497.00	377	\$ 77,482.00	1582	\$ 286,542.00	
	142		885		
\$ 16,313.00		\$ 23,860.00		\$ 143,849.00	
\$ 880.00		\$ -		\$ 1,760.00	10%
\$ 1,047.00		\$ 9,949.00		\$ 17,279.00	10%
\$ 781.00		\$ 1,089.00		\$ 3,575.00	10%
\$ 951.00		\$ 1,745.00		\$ 8,323.00	5%
\$ 19,972.00	142	\$ 36,643.00	885	\$ 174,786.00	
	341		1488		
\$ 38,357.00		\$ 56,765.00		\$ 234,938.00	
\$ 880.00		\$ -		\$ 1,760.00	10%
\$ 1,571.00		\$ 9,948.00		\$ 19,373.00	10%
\$ 781.00		\$ 1,870.00		\$ 7,150.00	10%
\$ 2,079.00		\$ 3,429.00		\$ 13,160.00	5%
\$ 43,668.00	341	\$ 72,012.00	1488	\$ 276,381.00	
	860		3955		
\$ 96,673.00		\$ 143,380.00		\$ 626,975.00	
\$ 2,640.00		\$ -		\$ 5,280.00	
\$ 4,189.00		\$ 29,845.00		\$ 56,025.00	
\$ 2,343.00		\$ 4,048.00		\$ 14,300.00	
\$ 5,292.00		\$ 8,864.00		\$ 35,129.00	
\$ 111,137.00	860	\$ 186,137.00	3955	\$ 737,709.00	

HOURS							
Phase	Task	New		Original Hours Estimate	Additional Hours	Hours	Justification
PRE-DESIGN	Project Management	Flow	43	124	7	6	Adjustment to 10% of Phase Total Engineering Hours
		Solids	43				
		Tertiary	45				
		TOTAL	131				
	Review Existing Doc	Flow	72	128	88	28	Panel count increase from 31 to 43
		Solids	72				
		Tertiary	72				
		TOTAL	216				
	Field Survey	Flow	60	148	32	32	Panel count increase from 31 to 43
		Solids	60				
		Tertiary	60				
		TOTAL	180				
	Panel Design Considerations Report	Flow	88	200	64	43	Panel count increase from 31 to 43
		Solids	88				
		Tertiary	88				
		TOTAL	264				
	Migration Plan	Flow	44	100	32	22	Panel count increase from 31 to 43
		Solids	44				
		Tertiary	44				
		TOTAL	132				
	Architecture	Flow	24	60	14	14	Panel count increase from 31 to 43
		Solids	24				
		Tertiary	26				
		TOTAL	74				
	BOM	Flow	15	40	9	9	Panel count increase from 31 to 43
		Solids	17				
		Tertiary	17				
		TOTAL	49				
							9 Total Added hours

75% DESIGN	Engineers Estimate	Flow	53	132	29	29	Panel count increase from 31 to 43	
		Solids	53					
		Tertiary	55					
		TOTAL	161					
	Schedule	Flow	18	46	0	0	Total Added hours	Panel count increase from 31 to 43
		Solids	12					
		Tertiary	16					
		TOTAL	46					
	QA/QC	Flow	23	74	0	0	Total Added hours	
		Solids	23					
		Tertiary	28					
		TOTAL	74					
	PDR	Flow	33	100	0	0	Total Added hours	
		Solids	33					
		Tertiary	34					
		TOTAL	100					
	Project Management	Flow	39	95	-7	-7	Total Added hours	Adjustment to 10% of Phase Total Engineering Hours
		Solids	14					
		Tertiary	35					
		TOTAL	88					
Draft Specs	Flow	39	80	9	9	Total Added hours	Panel count increase from 31 to 36.5	
	Solids	15						
	Tertiary	35						
	TOTAL	89						
Design Drawings	Flow	210	436	43	43	Total Added hours	Panel count increase from 31 to 36.5	
	Solids	79						
	Tertiary	190						
	TOTAL	479						
Engineers Estimate	Flow	39	80	9	9	Total Added hours	Panel count increase from 31 to 36.5	
	Solids	15						
	Tertiary	35						
	TOTAL	89						
		Flow	94					

100% DESIGN	Design Submittal/Review	Solids	36	216	0	0	Total Added hours
		Tertiary	86				
		TOTAL	216				
	Project Management	Flow	28	65	0	0	Adjustment to 10% of Phase Total Engineering Hours
		Solids	11				
		Tertiary	26				
	Draft Specs & Drawings	Flow	197	408	41	41	Panel count increase from 31 to 36.5
		Solids	74				
		Tertiary	178				
	Engineers Estimate	Flow	29	60	7	7	Panel count increase from 31 to 36.5
		Solids	11				
		Tertiary	27				
	Design Submittal/Review	Flow	55	126	0	0	Total Added hours
		Solids	21				
		Tertiary	50				
	Project Management	Flow	35	100	-21	-21	Adjustment to 10% of Phase Total Engineering Hours
		Solids	13				
		Tertiary	31				
	Bid Support	Flow	28	64	0	0	Total Added hours
		Solids	11				
Tertiary		25					
Transition Plans	Flow	89	184	19	19	Panel count increase from 31 to 36.5	
	Solids	33					
	Tertiary	81					
Submittal Reviews	Flow	39	80	9	9	Panel count increase from 31 to 36.5	
	Solids	15					
	Tertiary	35					

CONSTRUCTION

	TOTAL	89			9	Total Added hours
RFI Reviews	Flow	39	80	9	9	Panel count increase from 31 to 36.5
	Solids	15				
	Tertiary	35				
	TOTAL	89			9	Total Added hours
Conformed Plans & Specs	Flow	42	96	0	0	Total Added hours
	Solids	16				
	Tertiary	38				
	TOTAL	96			0	Total Added hours
Construction Meetings	Flow	28	58	7	7	Panel count increase from 31 to 36.5
	Solids	11				
	Tertiary	26				
	TOTAL	65			7	Total Added hours
FAT/SAT	Flow	20	40	5	5	Panel count increase from 31 to 36.5
	Solids	7				
	Tertiary	18				
	TOTAL	45			5	Total Added hours
Training Coordination	Flow	20	40	5	5	Panel count increase from 31 to 36.5
	Solids	7				
	Tertiary	18				
	TOTAL	45			5	Total Added hours
Standards Compliance	Flow	0	0	0	0	Total Added hours
	Solids	0				
	Tertiary	0				
	TOTAL	0			0	Total Added hours
Software Test Plans and Forms	Flow	20	40	5	5	Panel count increase from 31 to 36.5
	Solids	7				
	Tertiary	18				
	TOTAL	45			5	Total Added hours
Revise Standards	Flow	17	40	0	0	Total Added hours
	Solids	7				
	Tertiary	16				
	TOTAL	40			0	Total Added hours

3540

415

Bill's Estimate Total Hours Summary

Phase	New Total Hours	Original Total Hours	Additional Hours	% Increase
PRDS	1,425	1,152	273	24%
75% DSN	961	907	54	6%
100% DSN	707	659	48	7%
CONST	860	822	38	5%
TOTAL	3,953	3,540	413	12%

557

Pre-Design Calculation Factors	
10%	PM Percentage
55%	Panel Adjustment
31	Original Panel Count
43	Actual Panel Count
39%	Percent Increase

20

20

60 20 Added time for multiple Reviews & version up

Design Calculation Factors	
10%	PM Percentage
55%	Panel Adjustment
31	Original Panel Count
36.5	Design Panel Count
18%	Percent Increase

5.5 Added Panel Count for Design			
1	Server Room - PAC06499		
1	PO Pump Station/Utility Water - MCC 3A		
-1	Original Tertiary Filter Bank Panel		
2	Tertiary Filter Bank 1	2	1

Total Hours Summary

Phase	New Total Hours	Original Total Hours	Additional Hours	% Increase
PRDS	1,427	1,152	275	24%
75% DSN	961	907	54	6%
100% DSN	707	659	48	7%
CONST	860	822	38	5%
TOTAL	3,955	3,540	415	12%

Total Hours Summary by RP-1 Area & Phase

Phase	PRDS	75% DSN	100% DSN	CONST	TOTAL
Tert	485	381	281	341	1488
Flow	473	421	309	377	1580
Solids	469	159	117	142	887
TOTAL	1427	961	707	860	3955

Cost Comparison

	Original	New	Additional
Travel & ODC	\$16,330.00	\$19,580.00	\$3,250.00
Subconsultant	\$48,291.00	\$56,025.00	\$7,734.00
Contingency	\$34,672.00	\$35,129.00	\$457.00
ODC & SUB TOTAL	\$99,293.00	\$110,734.00	\$11,441.00
Labor	\$565,768.00	\$626,975.00	
PCN credit	-\$15,210.00		
LABOR TOTAL	\$550,558.00	\$626,975.00	\$76,417.00
RP-1 Contract Value	\$649,851.00	\$737,709.00	\$87,858.00

Current Contract**\$2,315,669.61****New Contract****\$2,403,527.61**

AMENDMENT 3

	Principal	Senior	PM	CAD	Admin	TOTAL	Avg Rate
Hrs	74	2,576	300	506	84	3,540	
Rate	\$ 226	\$ 169	\$ 185	\$ 75	\$ 60	\$ 550,558	\$ 155.52
Value	\$ 16,724	\$ 435,344	\$ 55,500	\$ 37,950	\$ 5,040	\$ 550,558	

AMENDMENT 5 (Hours)

	Principal	Senior	PM	CAD	Admin	TOTAL	Avg Rate
Hrs	168	2,950	299	538		3,955	
Rate	\$ 195	\$ 169	\$ 185	\$ 75	\$ -	\$ 626,975	\$ 158.53
Value	\$ 32,760	\$ 498,550	\$ 55,315	\$ 40,350	\$ -	\$ 626,975	

	94	374	(1)	32	(84)	
Increase in Hours		12%				Cost Difference = \$ 76,417
Increase in Avg. Rate	\$	3.00				Hours Difference = 415
						Average Hourly Rate = \$ 184.14

**ACTION
ITEM
1G**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR

06/13/18

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Purchase and Installation of RP-1 Nutrient Analyzers

Executive Summary:

The Agency owns and operates Regional Water Recycling Plant No. 1 (RP-1), which includes an activated sludge process. This process is critical for nutrient removal and permit compliance, but it is also the most energy intensive part of wastewater treatment process. The existing instrumentation and controls for this system were designed and installed over 20 years ago. Recent advancements in instrument technology allows for real time ammonia based aeration control of the activated sludge systems, which can dramatically reduce energy consumption.

In 2016, staff performed a trial of Hach ammonia analyzers at RP-1. The trial was successful and allowed staff to better understand the operation and maintenance of the analyzer and demonstrated energy saving opportunities. The estimated return on investment of these analyzers is approximately three years.

After extensive research, Hach was determined to be the only manufacturer of equipment capable of providing reliable and real-time ammonia monitoring and Southern Contracting Company is Hach's preferred installer of the instruments.

Staff's Recommendation:

1. Authorize the purchase of four Hach ammonia analyzers with necessary support equipment and services for a not-to-exceed amount of \$139,498 (including tax and delivery);
2. Authorize Southern Contracting Company to install the Hach analyzers and necessary support equipment for the not-to-exceed amount of \$55,715; and
3. Authorize the General Manager to execute the purchase and installation.

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

Account/Project Name:

Project EP18002 North Major Facilities Repair/Replacement

Fiscal Impact (explain if not budgeted):

None

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

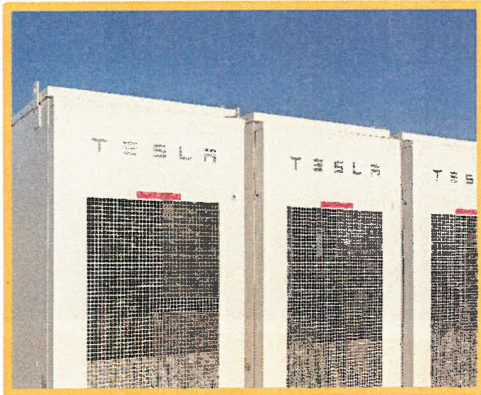
The purchase and installation of the analyzers aligns with the Agency's environmental stewardship goal to enhance and promote environmental sustainability.

The purchase and installation of the analyzers also aligns with the Agency's goal of providing a reliable and cost effective water supply.

Attachments:

Attachment 1 - Purchase and Installation of RP-1 Nutrient Analyzers PowerPoint

Purchase and Installation of RP-1 Ammonia Analyzers



Secondary System



- Essential to nutrient removal from wastewater
 - Remove organic material from wastewater
 - Convert ammonia to less harmful forms of nitrogen
- Essential to permit compliance
 - Creek discharge permit
 - Groundwater recharge permit
- Accounts for more than 50% of energy used in wastewater treatment process
 - Uses blowers to provide air to promote biological process

Comparison of Aeration Control Systems

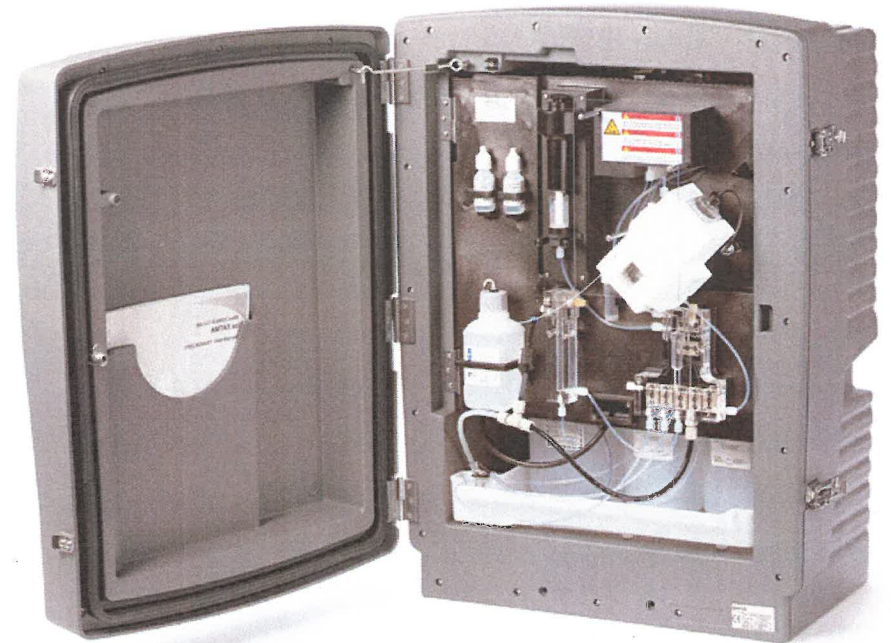
	Current	Proposed
Technology	Oxygen sensors	Ammonia sensors
Age of Technology	20-30 years old	Last 10 years
Blower Control Based On	Real-time oxygen sensor feedback	Real-time ammonia sensor feedback
Air Supply	Excess air required	Just the right amount of air is added
Maintenance	Monthly	Monthly and quarterly
Benefit Over Current	-	<ul style="list-style-type: none"> • Maintain same high quality recycled water • Reduce cost by: <ul style="list-style-type: none"> ○ Reduced energy consumption ○ Reduced blower maintenance • Pay back is approximately 3 years

Summary

Request to purchase Hach instruments:

- 4 Ammonia analyzers
- 2 Nitrate probes
- 12-month service agreement

Request for professional installation of all equipment



Recommendation

- Authorize the purchase of Hach analyzers with necessary support equipment and services for the not-to-exceed amount of approximately \$140,000;
- Authorize Southern Contracting Company to install the Hach analyzers with necessary support equipment for the not-to-exceed amount of \$55,715; and
- Authorize the General Manager to execute the purchase and installation.

The purchase and installation of these analyzers aligns with the Agency's environmental stewardship goal to enhance and promote environmental sustainability.

The purchase and installation of these analyzers also aligns with the Agency's goal of providing a reliable and cost effective water supply.

**ACTION
ITEM
1H**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

HR

Committee: Engineering, Operations & Water Resources

06/13/18

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Amendment for Landscape Services with BrightView Landscapes, LLC

Executive Summary:

Landscape services are required to maintain a clean and safe working environment for staff and the communities we serve. BrightView Landscapes, LLC has been providing landscape services for the Agency through a competitive bid process since 2013. The contract has a five-year term with two, one-year extension options. Over the last five years, BrightView has met Agency expectations and has maintained the landscapes for 15 locations throughout the Agency's service area.

Since contract commencement, some services have been reduced and others have been added. Turf has been removed, lowering lawn mowing service; however, services were added to maintain aspects of the Chino Creek Wetlands and Educational Park. With these extra services and the addition of a consumer price index increase, the cost has increased by 8.5%.

Staff is recommending an amendment to exercise the contract term extension for a fixed pricing of \$17,339/month for 24 months. The total BrightView Landscapes, LLC's seven year contract amount will be \$1,442,538.

Staff's Recommendation:

1. Amend the current Landscape Maintenance Services Contract for BrightView Landscapes, LLC for fixed pricing of \$17,339 a month, exercising the two-year extension option, for a total seven year contract amount not-to-exceed \$1,442,538.
2. Authorize the General Manager to execute the amendment to the service contracts.

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

Account/Project Name:

Regional Operations and Maintenance (RO) Fund, Professional Fees and Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

April 17, 2013 - Awarded Landscape Maintenance Services Contract Award

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

Fiscal Responsibility - IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - Contract Amendment for Landscape Maintenance Service Contract Number 4600001420-010 to BrightView Landscapes, LLC

Attachment 1



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

**AMENDMENT NUMBER: 4600001420-010
FOR
LANDSCAPE MAINTENANCE SERVICES
FOR
INLAND EMPIRE UTILITIES AGENCY**

THIS AMENDMENT NUMBER TEN to Contract Number 4600001420, between the Inland Empire Utilities Agency (IEUA) and The BrightView Landscapes, LLC, of Upland, California, shall increase the term of the contract and re-align the scope of work and re-set the compensation, to be unchanged for the next twenty-four (24) months. The contract will be revised as follows:

REVISE SECTION 4, SCOPE OF WORK & SERVICES, ADDING A PARAGRAPH "H" TO READ:

- H. Contractor shall, in accordance with the provisions within Contract Number 4600001420, provide additional work, as required, consistent with Contractor's Proposal, dated March 30, 2018, see Exhibit A. The modified Scope of Work shall be incorporated into the Contract, and made a part of Contract Number 4600001420 with this reference.

REVISE SECTION 5, TERM, ADDING A PARAGRAPH TO READ:

The authorized active service term of this Contract shall extend through June 30, 2020, unless agreed to by both Parties, reduced to writing, and amended to this Contract.

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

As compensation for the satisfactory performance of the work required under Amendment 4600001420-010, Agency shall pay Contractor, in accordance with properly issued, and approved, invoices, processed in accordance with the payment provisions of Section 6 of Contract Number 4600001420.

This amendment increases the value of the Contract by **\$416,136**.

Execution of Contract Amendment Number 4600001420-010 increases the Contract's total **Not-to-Exceed** value to **\$1,442,538**.



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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

INLAND EMPIRE UTILITIES AGENCY:

BRIGHTVIEW LANDSCAPES, LLC:

Halla Razak
General Manager

(Date)

Leon Vitort
Branch Manager

(Date)

3/30/18

Inland Empire Utilities

6075 Kimball Ave.

Chino, CA 91709

Attn: Lucia Diaz

Regarding: Landscape Contract 2018-2020

Dear Lucia,

Thank you for meeting with me on March 6, 2018 to discuss the contract renewal starting July 1, 2018.

Per our discussion, there were two main areas to look at adjusting the pricing of the contract.

With the recent turf conversions on three sites, and those sites having a lot of rock in them, it was requested to remove the cost of the rock spraying/ maintenance from the contract.

Eric Lesser provided square footage of the areas that were converted from grass to rock which are as follows:

RP 1- 13,000 Sq. Ft.

TP1- 42,000 Sq. Ft.

RP 5- 66,000 Sq. Ft.

TP 5- 32,200 Sq. Ft.

CCWRF- RP- 33,700 Sq. Ft.

CCWRF -TP – 7,800 Sq. Ft.

In reviewing the cost reductions at these six sites and using a figure of \$.005/ Sq. Ft/ month. to maintain the adjusted monthly prices would decrease by the following respectively listed below:

RP 1 -\$65/ month

TP1 - \$210/ month

RP 5- -\$330/ month

TP 5 - \$161/ month

CCWRF- RP - \$168.50/ month

CCWRF- TP - \$39/ month

The new pricing for those six jobs would be as follows:

RP 1 \$1,120.74

TP 1 \$935.93

RP 5 \$807.68

TP 5 \$121.97

CCWRF- RP \$690.57

CCWRF- TP \$820.07

In addition, it was requested that at Chino Creek Park, the annual cattail removal be included in the contract. Based on labor estimates as well 2 dumpsters for debris removal, the additional monthly cost for Chino Creek Park would be 500.00/ month. This would increase the Chino Creek Park monthly contract to \$4981.00 / month.

Brightview is also looking to request for a CPI increase starting 7/1/18 of 2.8% based on the annual rate.

Below is the listing of new pricing (based on CPI) for starting July 2018 and carrying out until June, 30 2020 (2 year guaranteed pricing.) All pricing is rounded to the nearest dollar.

RP 1 \$1,152.00/ month

RP 5 \$831.00/ month

CCWRF- RP \$710.00/ month

Chino Creek Park \$5120.00/ month

TP 1 \$962.00/ month

RP 2 \$340.00/ month

RP 4 \$753.00/ month

TP 4 \$377.00/ month

CCWRF-TP \$843.00/ month

Philadelphia Lift station- \$269.00/ month

Montclair Lift station - \$269.00/ month

IEUA HQ- \$4196.00/month

Mountain Ave. \$306.00/ month

TP 5 \$125.00/ month

930 Zone Reservoir \$811.00/ month

1630 Reservoir \$188.00/ month

San Bernardino Lift station \$87.00/ month

All prices would be guaranteed for two years.

Please let me know if you have any questions or we need to have a conversation regarding this.

Leon Vitort

Branch Manager

Note by Eric on 5/1/18: this puts the monthly fee for all sites at \$ 17,339 starting July 1, 2018.

**ACTION
ITEM
11**

Date: June 20, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR
06/13/18

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Weed Control Services

Executive Summary:

The control of the weeds in the various areas of the Agency is time sensitive by mitigating potential flammable material, which endangers the public safety by creating a fire hazard. The work needs to be completed on a monthly basis in order to comply with local fire authority, health, and safety codes. On March 29, 2018, a competitive Request for Proposal (RFP IFB-HD-18-004) to provide weed control and weed abatement services for a total of 28 Agency sites throughout the service area was issued to 11 prospective contractors through the PlanetBids Network. Out of four potential contractors who participated in the mandatory job-walk, only three submitted proposals. The most comprehensive proposal and the lowest bid for the Agency was submitted by Pest Options, Inc. Pest Options, Inc. is currently contracted with the Agency, and has been for over 17 years, and met Agency expectations.

The Weed Control Services Contract No. 4600002537 to Pest Options, Inc. will be for a not-to-exceed amount of \$215,100.

Staff's Recommendation:

1. Award a three-year service contract, with two one-year extension options, to Pest Options, Inc., for weed control services for a not-to-exceed amount of \$215,100 (five-year contract term); and
2. Authorize the General Manager to execute the service contract.

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

Account/Project Name:

Regional Operations and Maintenance (RO) Fund, Professional Fees & Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

November 16, 2011 - Awarded a Weed Control and Weed Abatement Service Contract.

Environmental Determination:

Statutory Exemption

The project is statutorily exempt based on the CEQA General Rule found in Section 15061(b)(3) of the State CEQA Guidelines.

Business Goal:

Fiscal Responsibility - IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - Weed Control Services Contract No, 4600002537 to Pest Options, Inc.

Attachment 1



**CONTRACT NUMBER 4600002537
FOR
WEED CONTROL SERVICES
FOR
INLAND EMPIRE UTILITIES AGENCY**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 20____, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency" or "IEUA"), and Pest Options, Inc., of Anaheim, California (hereinafter referred to as "Contractor"), for the routine surveillance and prevention of weeds; and in the cases where weed growth has occurred, the abatement of such weeds in an efficient and timely manner.

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

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

Project Manager: Lucia Diaz
Address: 6075 Kimball Avenue
Chino, CA 91708
Telephone: 909-993-1600, extension 1631
Facsimile: 909-993-1987
Email: ldiaz@ieua.org
Cell: 909-342-2365

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

Contractor: Ryan Thompson
Address: 135 North Manchester Avenue
Anaheim, California 92802
Telephone: (714) 224-7378
Facsimile: (714) 224-7378
Cell: (714) 944-3369

Email: rthompson@pestoptions.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendments to Contract Number 4600002537.
 2. Contract Number 4600002537 General Terms and Conditions.
 3. Agency Request for Proposal Number RFP-HD-18-004, dated March 29, 2018.
 4. Contractor's Proposal dated April 16, 2018.
4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:
- A. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work detailed in the Request for Proposal, RFP-HD-18-004 (a copy of the RFP is attached and incorporated herein by this reference), Exhibit A.
 - B. Contractor will provide all manpower, equipment, vehicles, and supplies needed to complete the work detailed in RFP-HD-18-004 in a manner consistent with the Contractor's proposal (a copy of the proposal is attached and incorporated herein by this reference), Exhibit B.
 - C. Contractor shall provide a Schedule of Work and Services to the Project Manager concisely detailing the anticipated services to be delivered at each site.
 - D. Through the duration of this contract, the Agency and Contractor may identify additional tasks, which on a "time and material" basis, shall be assigned to this contract.
 - E. Method of Inspection:
 1. Work performed under this Contract may be required to undergo performance inspections.
 2. The Project Manager will be responsible for performance of the inspections.
 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").
 - F. Cure Procedure:
 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within five (5) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.

2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within ten (10) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- G. The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions, and other alterations to any or all of the Work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on June 30, 2023, unless agreed upon by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING, AND COMPENSATION:**
- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
 - B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price NOT-TO-EXCEED **\$215,100** for all services satisfactorily provided during the term of this Contract.
 - C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:
 1. The Contract Number – 4600002537, and;
 2. The Contract Release Purchase Order Number – 45000_____

If Contractor submits invoice by email, such invoice shall be submitted as follows:

APGroup@ieua.org

Scan the invoice as a PDF file.

Attach the scanned file to an email.

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002537
P.O. Box 9020
Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
- F. Commencing on July 1, 2020, and continuing each July 1st thereafter, the Contractor may propose modifications to the prices provided in the Price Schedule of this contract. The Price Schedule may be adjusted, plus or minus, by a sum equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), within the Los Angeles-Anaheim-Riverside, California index area. The basis for computing the adjustment to the contract prices shall reflect the percentage change for the twelve-month period from May 31st to May 31st, starting with the period of May 31, 2019, to May 31, 2020, and continuing every twelve months thereafter. Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposed Price Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.
- In the event the CPI-U is changed so that the base period differs from 1982-84=100, then the index applied, as provided for above, shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI-U is discontinued or revised, such other government index or computation with which it is replaced shall be used to obtain, substantially, the same results as would have been obtained if the CPI-U had not been discontinued or revised.
- G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (3%, 4%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.

7. CONTROL OF THE WORK: The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. INSURANCE: During the term of this Contract, the Contractor shall maintain, at Contractor's sole expense, the following insurance.
 - A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
 1. 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 Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 - C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment supplied in connection

with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).

- b. **Primary Coverage:** The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or 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 pursuant to Section 14, page 12 of this Contract.

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

- E. Verification of Coverage: Contractor shall provide the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

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

9. FITNESS FOR DUTY:

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

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- 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 and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Contractor shall indemnify the Agency, its directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.

- I. 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.
- J. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a 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 prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to

execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

N. Contractor shall provide with their invoice certified payroll verifying that Contractor has paid prevailing wage requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

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

12. TITLE AND RISK OF LOSS:

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

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

C. Disposition: Contractor shall dispose of items to which the Agency has title as directed, in writing, by the Project Manager and/or an Agency representative.

13. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
 2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Agency to have complete control of the Work, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
 3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy, or dispose of any or all of the Work; and to grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
14. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

Contractor: Ryan Thompson
Pest Options, Inc.
135 North Manchester Avenue
Anaheim, California 92802

Any notice given pursuant to this section 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 through the United States Postal Service.

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the

duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of, without the prior written consent of the Agency; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Agency shall be null, void, and of no legal effect whatsoever.

16. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
18. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Agency and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
21. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

- 22. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.
- 23. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 24. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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)*

PEST OPTIONS, INC.:

Halla Razak
General Manager

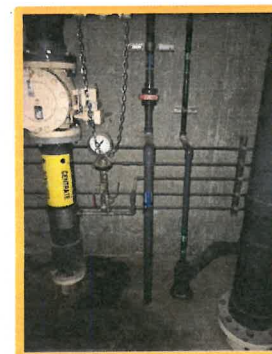
(Date)

Tracy Thompson
President

(Date)

INFORMATION
ITEM
2A

Engineering and Construction Management Project Updates



EN17080 – Recycled Water System Cathodic Protection Improvements

- **Project Goal:** Perform cathodic protection surveys and soil corrosivity analysis for recycled water pipelines
- **Current Phase:** Predesign
- **Design Engineer:** Corrpro
- **Contract Amount:** \$199 K
 - Amendments: \$0/0.0%
- **Total Project Budget:** \$3.5 M
- **Project Completion:** April 2019
- **Percentage Complete:** 80%
- **Current Activities:**
 - Perform cathodic protection surveys for recycled water reservoirs
 - Collect and analyze field data for the recycled water facilities



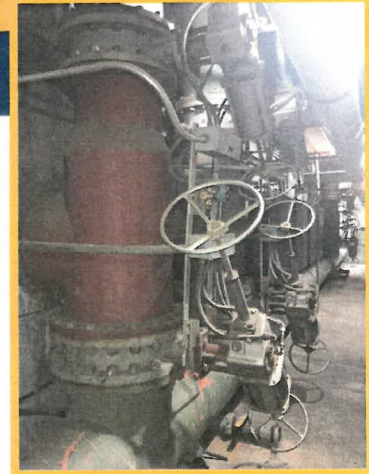
Cathodic Protection Test Stations



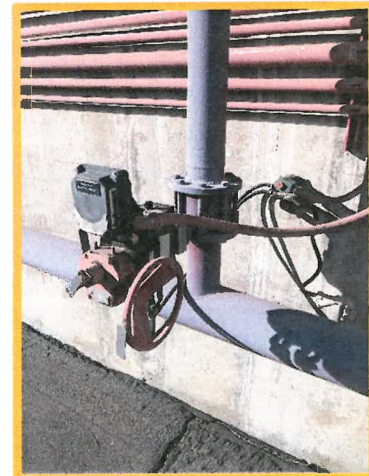
Corrosion Potential Measurement

EN17045 – RP-1 Filter Valve Replacement

- **Project Goal:** Replace 34 leaking or non operational filter valves
- **Current Phase:** Design
- **Design Engineer:** In-House
- **Contract Amount:** \$0
 - Amendments: \$0/0.0%
- **Total Project Budget:** \$650 K
- **Project Completion:** June 2019
- **Percentage Complete:** 10%
- **Current Activities:**
 - Preparing bid documents for solicitation in August
 - Condition assessment of Filter Bank No. 1 (to confirm additional scope)



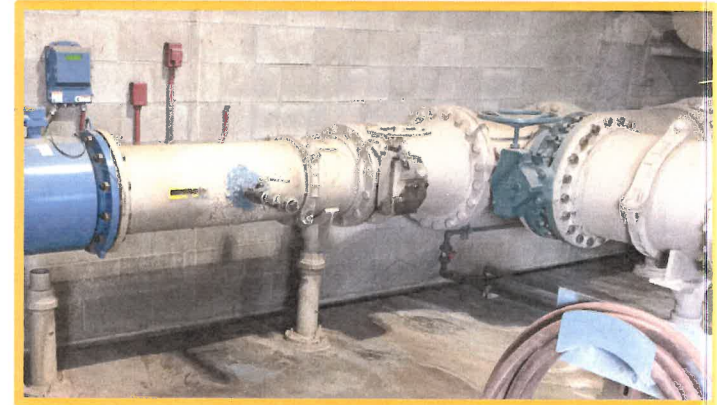
20" Drain Valve/Actuator



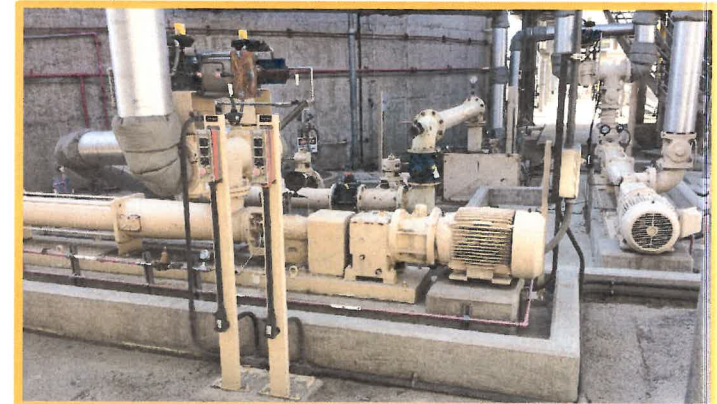
4" Backwash Valves

EN17082 – RP-1 Mechanical Restoration and Upgrades

- **Project Goal:** Upgrade secondary treatment pumping
- **Current Phase:** Design
- **Design Engineer:** Stantec
- **Contract Amount:** \$459 K
 - Amendments: \$10,863/2.37%
- **Total Project Budget:** \$1.5 M
- **Project Completion:** January 2020
- **Percentage Complete:** 85%
- **Current Activities:**
 - Start of 85% design phase
 - Request for qualification and pre-qualify contractors



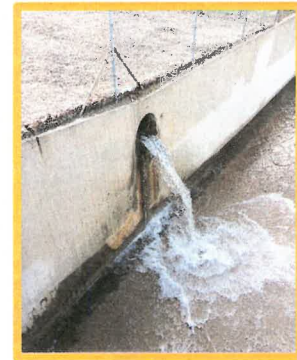
RAS Pump Station for Secondary Treatment System



Sludge Transfer Pump at Digester Area

EN17041 – Orchard Recycled Water Turnout Improvements

- **Project Goal:** Minimize waterfall and leak repair
- **Current Phase:** Design
- **Design Engineer:** Lee & Ro / ESA
- **Contract Amount:** \$35 K
 - Amendments: \$0/0.00%
- **Total Project Budget:** \$125 K
- **Project Completion:** October 2019
- **Percentage Complete:** 90%
- **Current Activities:**
 - 85% design phase
 - Submitted permit application to Army Corps of Engineers, Santa Ana Regional Water Quality Control Board, and California Department of Fish and Wildlife for review



Current Installation - Discharging



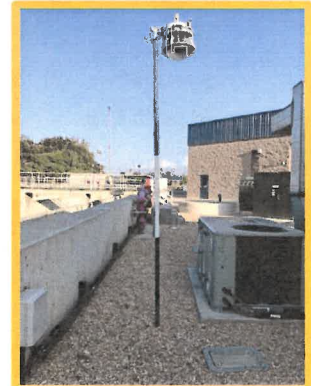
Vault with Valve

EN18039 – Agency-Wide Light Pole Upgrades

- **Project Goal:** Replace damaged, corroded, or undersized light poles at RP-1, CCWRF, and RP-4
- **Current Phase:** Bid and Award
- **Design Engineer:** In-House
- **Contract Amount:** \$TBD
 - Agency Requested: \$0/0%
 - Changed Conditions: \$0/0.0%
- **Total Project Budget:** \$220 K
- **Project Completion:** November 2018
- **Percentage Complete:** 0%
- **Current Activities:**
 - Advertising project on PlanetBids
 - Receive and review contractor proposals



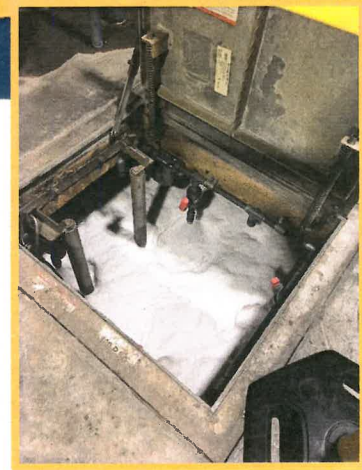
Corroded Light Pole at RP-1



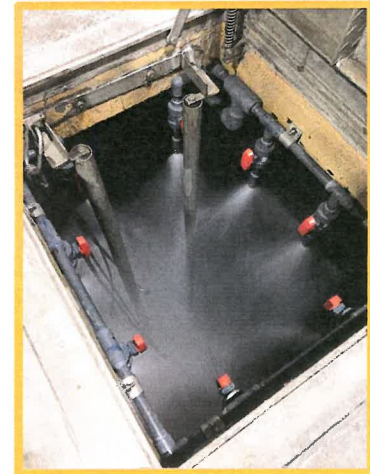
Undersized Light Pole at CCWRF

EN18052 – RP-1 Foam Suppression System

- **Project Goal:** Reduce foam in the centrate wet well for accurate wet well level readings
- **Current Phase:** Warranty
- **Contractor:** W.A. Rasic
- **Contract Amount:** \$26 K
 - Agency Requested: \$0/0%
 - Changed Conditions: \$5,200/20.0%
- **Total Project Budget:** \$55 K
- **Project Completion:** April 2018
- **Percentage Complete:** 100%
- **Current Activities:**
 - Project closeout completed; in warranty phase



Before



After