



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

**WEDNESDAY, AUGUST 8, 2018
9:45 A.M.**

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

CALL TO ORDER

PUBLIC COMMENT

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

ADDITIONS TO THE AGENDA

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

1. ACTION ITEMS

A. MINUTES

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of July 11, 2018.

B. RP-1 SWITCHGEAR AND GENERATOR CONTROL UPGRADES

Staff recommends that the Committee/Board:

1. Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;

2. Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

C. ADOPTION OF RESOLUTION NO. 2018-8-1, ESTABLISHING CONSTRUCTION DEVELOPMENT FEES

Staff recommends that the Committee/Board:

1. Adopt Resolution No. 2018-8-1, establishing a fee covering IEUA's services for review of applications, plans, and inspections of construction for development; and
2. Authorize the General Manager to review and adjust the fee schedule as necessary to maintain cost coverage.

D. CONTRACT AWARD FOR BULK SUPPLY OF 12.5% SODIUM HYPOCHLORITE

Staff recommends that the Committee/Board:

1. Approve a Contract No. 4600002591 to Olin, establishing a three-year contract for the supply of 12.5% bulk sodium hypochlorite with options for two additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager to execute the contract with two potential contract extensions.

2. INFORMATION ITEM

A. SEPTIC TO SEWER FEASIBILITY STUDY UPDATE (WRITTEN/POWERPOINT)

B. PLANNING & ENVIRONMENTAL RESOURCES UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEM

C. 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**

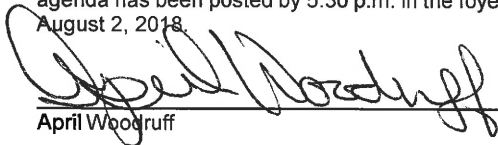
**A Municipal Water District*

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, August 2, 2018.



April Woodruff

**ACTION
ITEM
1A**



MINUTES

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

WEDNESDAY, JULY 11, 2018
9:45 A.M.

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Paul Hofer, Alternate

COMMITTEE MEMBERS ABSENT

Kati Parker

STAFF PRESENT

Halla Razak, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Josh Biesiada, Project Manager I
Michael Dias, Associate Engineer
Lucia Diaz, Facilities Program Supervisor
Connie Gibson, Executive Assistant
Warren Green, Manager of Contracts & Procurement
Jason Gu, Manager of Grants
Elizabeth Hurst, Water Resources Planner
Joel Ignacio, Senior Engineer
Chander Letulle, Manager of Operations & Maintenance
David Mendez, Deputy Manager of Capital Improvement Program
Ken Monfore, Deputy Manager of Maintenance
Sapna Nangia, Senior Internal Auditor
Matthew Poeske, Construction Project Manager, P.E.
Craig Proctor, Source Control & Environmental Resources Supervisor
John Scherck, Senior Project Manager
Travis Sprague, Senior Associate Engineer
Shaun Stone, Manager of Engineering
Justin Tao, Intern
Al VanBreukelen, Deputy Manager of Maintenance
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

Harmik Aghanian, Arcadis

The meeting was called to order at 9:55 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 June 13, 2018.
- ◆ Recommended that the Board:
 1. Award a three-year master service contract for Task Order/On-Call Engineering Services to GHD, Kennedy-Jenks Consulting, Stantec, Arcadis, Michael Baker International, and WSC with options for up to four one-year extensions;
 2. Contracts shall be limited to a single shared aggregate not-to-exceed amount of \$15,000,000; and
 3. Authorize the General Manager to execute the contracts subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

- ◆ Recommended that the Board:
 1. Award a construction contract for the RP-1 Primary Effluent Conveyance Improvements, Project No. EN15012, to Kiewit Infrastructure West Co., in the amount of \$4,519,000;
 2. Approve a contract amendment to Stantec Consulting Service Inc., for engineering services during construction for the not-to-exceed amount of \$302,500; and
 3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes;

as an Action Item on the July 18, 2018 Board meeting agenda.

- ◆ Recommended that the Board:
 1. Award a consulting contract for the RP-5 Liquids Treatment Expansion, RP-5 Solids Treatment Facility, and RP-1 Capacity Recovery, Project Nos. EN19001, EN19006, EN24001, and EN24002, for office engineer support services to CDM Smith, Inc. for the not-to-exceed amount of \$1,250,000; and
 2. Authorize the General Manager to execute the contract subject to non-substantive changes;

as an Action Item on the July 18, 2018 Board meeting agenda.

- ◆ Recommended that the Board:
 1. Award a consulting engineering services contract for the Force Main Improvements, Project Nos. EN23002 and EN19025, to GHD for a not-to-exceed amount of \$873,696; and

2. Authorize the General Manager to execute the consulting engineering services contract subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve budget amendments of \$450,000 for the Chino Basin Water Bank Program, Project No. WR18028 and corresponding reimbursements;
2. Approve a contract amendment for professional consulting services related to Arcadis U.S., Inc. for the not-to-exceed amount of \$484,584; and
3. Authorize the General Manager to execute the contract amendment subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a service contract for the RP-4 Process Painting to Tony Painting, for a not-to-exceed amount of \$268,450; and
2. Authorize the General Manager to execute the service contract;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve the award of Contract No. 4600002562 to Vaughan's Industrial Repair, Inc. to provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$1,500,000 over a three-year period, with two, one-year options to extend; and
2. Authorize the General Manager to execute the contract;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the 8th Street Basin Recycled Water Retrofit, Project No. EN17039, to Schuler Constructors in the amount of \$250,367; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a consulting engineering service contract for the SCADA Enterprise System, RP-1 Migration, Project No. EN13016.05, to Arcadis U.S., Inc. for a not-to-exceed amount of \$246,300; and

2. Authorize the General Manager to execute the consulting engineering services contract subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the Agency-wide Light Pole Replacement and Upgrades, Project No. EN18039, to Southern Contracting Company in the amount of \$236,700; and
2. Authorize the General Manager to execute the construction contract subject to non-substantive changes;

as a Consent Calendar Item on the July 18, 2018 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ 4th Quarter Planning and Environmental Resources Update
- ◆ 2017 Annual Report of the Prado Basin Habitat Sustainability Committee
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

General Manager Halla Razak gave a report on the California Water Commission meeting on June 28, 2018. The hearing resulted in the Chino Basin Conjunctive Use Environmental Water Storage/Exchange Program moving from the second tier of projects to the first tier of projects. According to the regulations, all the first-tier projects will be receiving full funding before the second-tier projects receive any funding. This qualifies the project to receive \$206.9 million. The Agency is looking very carefully at its finances and grant possibilities. After analysis, this will be brought back to the Board of Directors with staff recommendations on how to proceed.

Discussion ensued regarding all necessary agreements from other parties to move the project forward.

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 Camacho adjourned the meeting at 10:58 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: AUGUST 8, 2018

**ACTION
ITEM
1B**

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

H:HR

Committee: Engineering, Operations & Water Resources

08/08/18

Finance & Administration

08/08/18

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

Subject: RP-1 Switchgear and Generator Control Upgrades

Executive Summary:

In July 2016, IEUA evaluated Regional Water Recycling Plant No. 1's (RP-1) electrical distribution system and planned expansion. The evaluation included electrical equipment sizes, existing power load, and future power load needs. The report concluded that the switchgear was at the end of its useful life, and the switchgear is critical for maintaining plant operational compliance.

The RP-1 Power Reliability Generator Control Upgrades Project will replace the outdated control equipment for the backup generators allowing RP-1 to operate reliably during a power outage. On September 12, 2017, IEUA received three design-build bids. Big Sky Electric (Big Sky) was determined to be the best value, responsible bidder. After the bids were received, the RP-1 switchgear failed a functionality test in October 2017. Big Sky proposed an added value option to replace the 12kV switchgear. Staff determined it was in IEUA's best interest to include this added value option. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees. Additionally, staff requests the existing contract with Black & Veatch contract be amended to include engineering services during construction.

Staff's Recommendation:

1. Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;
2. Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
3. Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

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

Account/Project Name:

EN17044/RP-1 Switchgear and Generator Control Upgrades

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical 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:

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

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Construction Contract [Click to Download](#)

Attachment 4 - Consultant Engineering Amendment

Attachment 1

Background

Subject: RP-1 Switchgear and Generator Upgrades Design-Build Contract Award

In July 2016, IEUA retained the services of Tetra Tech to perform a system analysis for the existing Regional Water Recycling Plant No. 1 (RP-1) electrical distribution system and planned expansion. The system analysis consisted of evaluating electrical equipment sizes, existing switchgear load, and the future load expansion. Tetra Tech proposed recommendations to address existing and future electrical system deficiencies.

Part of Tetra Tech's system analysis consisted of evaluating the three existing 1250 kW Caterpillar backup generators and their related control systems located inside the Power Reliability Building at RP-1. The analysis concluded that the existing generator control system is an outdated analog system that does not meet the plant's current digital data and network system requirements and is unreliable; placing RP-1 at risk during a power outage. The purpose of the RP-1 Power Reliability Generator Control Upgrades Project is to replace the outdated control equipment for the backup generators as well as incorporate microgrid technology allowing RP-1 to maximize the use of alternative power generation on a go forward basis. This reliability is critical in maintaining water quality compliance and staff safety.

On January 17, 2017, IEUA retained Black & Veatch to prepare a Project Design Report for engineering and pre-design services for the Project. On May 10, 2017, IEUA pre-qualified three design-build contractors for the Project. On July 24, 2017, IEUA advertised via *PlanetBids* a Request for Proposal to three pre-qualified design-build contractors in compliance with Senate Bill (SB) 785, which allows public agencies to select design-build contractors based on the best value to IEUA rather than being selected exclusively on lowest cost. This project delivery method was preferred due to the sensitivity of the controls systems and the significant impact that quality experience can have on the success of this project. All three contractors participated in the job walk on August 3, 2017.

On September 12, 2017, the following proposals were received:

Bidder's Name	Total Price
Big Sky Electric	\$2,458,143
CDM Smith	\$2,350,484
CSI Electric	\$2,286,570
Engineer's Estimate	\$2,500,000

The proposals were reviewed by a selection committee from Engineering and Construction Management, Integrated Systems Services, and Contracts and Procurement; member agency staff was requested to participate but were unavailable to assist.

Pursuant to SB 785, the proposals were evaluated based on technical design and construction experience, proposed work plan, schedule, fees, and the recommended RP-1 electrical back-up plan. Based on these criteria, the committee unanimously determined that Big Sky Electric (Big Sky) provided the best value to IEUA for the Project. Big Sky was the only Design/Build

Contractor to submit a complete proposal package encompassing the entire scope of work as requested by IEUA. During the pre-qualification process, IEUA staff evaluated Big Sky's financial statements and verified references; which were found to be excellent. Big Sky demonstrated the technical experience and responsiveness to be successful on this project.

Value-Added Proposal

In addition to the base proposal submitted in early September 2017, Big Sky proposed a value-added scope of work to replace the 12kV switchgear due to its age. IEUA had identified the RP-1 12kV Switchgear replacement as a future project and had begun switchgear testing to determine its viability and condition. The testing report, delivered in October 2017, stated that the switchgear had obsolete parts, was operating inefficiently, and had failed several of the testing procedures and could not be repaired. With this information, IEUA staff began to evaluate Big Sky's value-added proposal and elected to include the value-added scope of work.

Including the value-added scope of work for the 12kV switchgear presents the following cost savings to IEUA:

Project Description	Total Price
Planned Future 12kV Switchgear Projects	\$3,900,000
Value-Added 12kV Switchgear Replacement Cost, Project No. EN17044	-\$1,968,857
Total Savings	\$1,931,143

In addition to the cost savings, adding the replacement of the 12kV switchgear to the Project requires only one plant shutdown as opposed to several plant shutdowns; minimizing risk to plant operations and compliance.

The total requested amount for the design-build contract is as follows:

Big Sky Electric's Proposal	Total Price
RP-1 Generator Control Upgrades	\$2,458,143
RP-1 12kV Switchgear Replacement – Added Value Proposal	\$1,968,857
Total Bid Price	\$4,427,000

The following table is the anticipated project cost:

Description	Estimated Cost
Pre-Design Services	\$328,000
Pre-Design Contract (actual)	\$102,500
IEUA Pre-Design Services (actual)	\$225,500
Design-Build Services	\$322,454
Owner's Engineer Services (~4%)	\$189,644
IEUA Services (~3%)	\$132,810
Construction	\$4,869,700
Design-Build Contract (this action)	\$4,427,000
Contingency (~10%)	\$442,700
Total Project Cost	\$5,520,154

Current Total Project Budget	\$5,830,000
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The following is the anticipated project schedule:

Project Milestone	Date
Design-Build Contract Award	August 2018
Design Completion	March 2019
Construction Completion	May 2019

The RP-1 12kV Switchgear and Generator Control Upgrades Project is consistent with *IEUA's Business Goal of Wastewater Management* specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachment 2

RP-1 Switchgear and Generator Control Upgrades Construction Contract Award

Project No. EN17044



Regional Water Recycling Plant No. 1



The Project

- RP-1 Switchgear and Generator Control Upgrades
 - Systems at their “End of Life”
 - Unreliable Switchgear operation, parts are obsolete, and failed coordination testing
 - Old Technology Generator Control Panels
 - Out dated Engine Control Panels
- Scope includes:
 - Replacement of 12kV Switchgear with Spare Breaker Space
 - Replacement of Control Panels for Generator Control
 - New Digital Engine Control Panels at Generators
 - Emergency Power During Construction



Contractor Selection

Three design-build bids were received on September 12, 2017:

Bidder's Name		Final Bid Amount
Big Sky Electric		\$2,458,143
CDM Smith		\$2,350,484
CSI Electric		\$2,286,570
Engineer's Estimate		\$2,500,000

Value Added Proposal		
Big Sky Electric		\$1,968,857
Final Price		\$4,427,000

Project Budget and Schedule

Description	Estimated Cost
Pre-Design Services	\$328,000
Pre-Design Contract (actuals)	\$102,500
IEUA pre-design Services (actuals)	\$225,500
Design-Build Services	\$322,454
Owner Engineer Services (~4%)	\$189,644
IEUA Design-Build Services (~3%)	\$132,810
Construction	\$4,869,700
Design-Build Contract (this action)	\$4,427,000
Contingency (10%)	\$442,700
Total Project Cost	\$5,520,154
Total Project Budget	\$5,830,000

Project Milestone	Date
Construction	
Construction Contract Award	August 2018
Construction Completion	May 2019

Recommendation

- Award a construction contract for the design-build contract for the RP-1 12kV Switchgear and Generator Control Upgrades, Project No. EN17044, to Big Sky Electric in the amount of \$4,427,000;
- Approve a contract amendment to Black and Veatch Corporation for engineering services during construction for the not-to-exceed amount of \$189,644; and
- Authorize the General Manager to execute the contract and contract amendment subject to non-substantive changes.

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

Attachment 3



**CONTRACT NUMBER: 4600002590
FOR
DESIGN-BUILD SERVICES
FOR
RP-1 12KV SWITCHGEAR AND GENERATOR CONTROL UPGRADES
PROJECT NO. EN17044**

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 Big Sky Electric, Inc., with offices in Upland, California (hereinafter referred to as "Contractor"), for the RP-1 12kV Switch Gear and Generator Control Upgrades Project (hereinafter referred to as the "Project").

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: Gary Dix
Address: 6075 Kimball Avenue, Bldg. "B"
Chino, CA 91708
Telephone: 909-993-1670
Facsimile: 909-993-9000
Email: gdix@ieua.org

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

Contractor: Big Sky Electric, Inc
John Phillips
President
Address: 310 McArthur Way, Suite A
Upland, CA 91786
Telephone: (909) 694-0432
Facsimile: (909) 694-0433

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002590 and Approved Change Orders
 - B. Contract Number 4600002590 General Terms and Conditions.
 - C. Contractor's Best and Final Offer dated June 25, 2018.
 - D. Agency's Added Value Scope of Work dated May 15, 2018.
 - E. Contractor's Original Proposal dated September 12, 2017.
 - F. Agency's Request for Proposal Number RFP-RW-17-009 dated July 24, 2017.

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with Exhibit A, Contractor's Proposal dated June 25, 2018, Exhibit B, Agency's Added Value scope of work, dated May 15, 2018, Exhibit C, Contractor's original proposal, dated September 12, 2017, and Exhibit D, Agency's Request for Proposal, dated July 24, 2017, which are attached hereto, and made a part hereof by this reference.

Contractor shall 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.

The Notice Requesting Proposals, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's 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 it fully set forth.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed, and terminate upon completion of the Work, or **May 31, 2019**, whichever occurs first, unless agreed upon by both parties, reduced to writing, and incorporated as an amendment to this Contract.

Time is of the essence on 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 MAXIMUM OF \$4,427,000** for all services satisfactorily provided during the term of this Contract.

1. Invoicing shall be submitted electronically to apgroup@ieua.org. 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.

Contractor shall submit certified payroll records (CPR's) to the Labor Commissioner using DIR's electronic certified reporting system and provide with their invoice certified payroll verifying that Contractor has paid prevailing wage in accordance with the DIR requirements as stipulated in California Senate Bills 854 and 96 (<http://www.dir.ca.gov/public-works/certified-payroll-reporting.html>).

C. 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.

D. 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.

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 Service.

8. **LIQUIDATED DAMAGES:** Liquidated damages, in the amount of \$1,000 per calendar day, shall apply for each full day that the Contractor's completion of the project is delinquent to May 31, 2019. Any and all liquidated damages shall be paid by the Contractor's acceptance of an award resulting from this Request for Proposal indicates the Contractor's acceptance of this liquidated damages provision and the daily amount expressed herein.

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 2 – General Information, Part R “Liquidated Damages”, for any violation of the General Conditions, Section 6 - Contractor’s Responsibilities, Part E, "Law and Regulations"; Bidding and Contract Requirements Contract Section D –Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section 4 – Contractor’s Responsibilities, Part D, "Labor, Materials and Equipment"; General Conditions Section 6 – Contractor’s Responsibilities, Part I, "Safety and Protection" or General Conditions Section 9 – Legal Responsibilities, Part H, "Disturbance of the Peace".

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

A. Minimum Scope of Insurance: 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.
4. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

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, a Municipal Water District
Attn: Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, CA 91709
Email: AWitte@ieua.org

10. 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. Inspection: Searches by Agency authorized personnel may be made of lockers, storage areas, vehicles, persons or personal effects on Agency-owned, or leased property at various times without prior announcement. Such facility inspections may be conducted using detection dog teams to search work areas and other common areas in order to detect evidence of unlawful drug use or the presence of pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, alcoholic beverages and illegal drugs ("Prohibited Items"). Prohibited Items must not be brought onto, or kept on, Agency property.
- C. Compliance: Contractor shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

11. LEGAL RELATIONS AND RESPONSIBILITIES:

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of 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. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or

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

L. 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.
- M. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- N. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to

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

SB854 Reuirements:

1. No Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver 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.
13. 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.

14. PROPRIETARY RIGHTS:

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

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.
2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or 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.

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

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

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

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

15. 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: John Phillips
Big Sky Electric, Inc.
310 McArthur Way, Suite A
Upland, CA 91786

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.

16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
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 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.
24. 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.
25. 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*

BIG SKY ELECTRIC, INC.:

Warren T. Green
Manager of Contracts
and Procurement

(Date)

John Phillips
President

(Date)

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Attachment 4



CONTRACT AMENDMENT NUMBER: 4600002269-005
FOR
CONSULTING ENGINEERING SERVICES
FOR THE
RP-1 POWER RELIABILITY BUILDING CONTROLS,
PROJECT NO. EN17044

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 as "Agency") and Black & Veatch Corporation with offices located in Los Angeles and Irvine, California (hereinafter referred to as "Consultant"), for Electrical and Instrumentation & Control (I&C) design services for the RP-1 Power Reliability Building Controls Project No. EN17044, and shall revise the Contract as herein amended:

SECTION FOUR, SCOPE OF WORK AND SERVICES, IS CHANGED TO ADD: Additional Consultant services and responsibilities shall include and be in accordance with tasks identified in Consultant's Proposal dated June 25, 2018, which is attached hereto, incorporated herein, and made a part hereof as **Exhibit A**.

SECTION SIX, COMPENSATION IS CHANGED TO ADD THE FOLLOWING PARAGRAPH:

As compensation for the additional work performed under this Contract, Agency shall pay Consultant, on a **Fixed Price Level-of-Effort** basis at the rates specified within Consultant's proposal, which is attached hereto, incorporated herein, and made a part hereof as **Exhibit A**, up to the **NOT-TO-EXCEED MAXIMUM OF \$292,144.00**. This represents an increase of \$189,644.00 as authorized by SAP Purchase Requisition 10045165.

All Other Provisions Of This Contract Remain Unchanged, In Full Force, And Effect.

(Signature Page Immediately Follow)



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

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*

BLACK AND VEATCH CORPORATION:

Halla H. Razak
General Manager

(Date)



Jeff Neeman, P.E.
Associate Vice President



(Date)

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Exhibit A



June 25, 2018

Inland Empire Utilities Agency
6075 Kimball Ave
Chino, CA. 91708

Attention: Mr. Gary Dix

Subject: Request for Proposal for Consulting Engineering Services for the RP-1 and 12kV Switchgear Generator Control Upgrades, Project No. EN17044 Amendment Request No. 4

We are pleased to submit a fee estimate to provide Owner's Engineering Services during the Design/Build Phase of the subject project based on the scope of work provided by the Inland Empire Utilities Agency (IEUA) to Black & Veatch on May 29, 2018.

BACKGROUND

The RP-1 Power Switchgear Generator Control Upgrades Project involves the integration of a new control system at the Power Reliability Building (PRB). The project objective is to improve and enhance the operation and reliability of the existing power generating equipment.

This project also includes the removal of existing 12 kV switchgear and installation of new 12 kV switchgear in the PRB. The switchgear will be designed to be flexible, efficient and have room for expansion.

Black & Veatch has completed development of the technical documents for the Design/Build Contractor. For the next phase of the project, IEUA has requested additional engineering services from Black & Veatch covered under Amendment No. 4 to provide owner's representative assistance during the final design, construction and post-construction phases of the project.

SCOPE OF SERVICES

In this letter proposal, we have outlined the additional scope of work that Black & Veatch will perform as requested by IEUA.

TASK 1—Design Services

This task will include the following services:

- A. Project Management to prepare invoices, track progress, the budget and participate in the project kick-off meeting.
- B. During the project kick-off phase, Black & Veatch will attend meetings and review the Design/Build Contractor documents as identified in the IEUA scope of work.
- C. During the 50% design review, Black & Veatch will attend meetings and workshops and review the design documents as identified in the IEUA scope of work.



- D. During the 85% design review, Black & Veatch will attend meetings and workshops and review the updated design documents as identified in the IEUA scope of work.
- E. During Final Design review, Black & Veatch will attend one (1) meeting and one (1) workshop and review the final design documents as identified in the IEUA scope of work.

Agendas and meeting minutes are assumed to be prepared by IEUA, but Black & Veatch has included time to review meeting minutes for accuracy and completeness. Black & Veatch has assumed twenty (24) drawings will be reviewed at the 50% Design Phase, increasing to 36 drawings for the 85% and final design reviews.

TASK 2—Construction Services

- A. Project Management to prepare invoices, track progress, manage the budget and provide general project coordination.
- B. Attend one (1) preconstruction workshop and nine (9) construction workshops
- C. Attend one (1) Factory Acceptance Test (FAT) which will be located out of state for 3 days.
- D. Attend weekly Construction Progress Meetings by phone. Sixteen (16) progress meetings are included at average time of one (1) hour each meeting.
- E. Review of shop drawings and submittals provided by the Design/Build Contractor to be completed within twenty-one (21) calendar days. Ten (10) shop drawings are included in our fee estimate for Black & Veatch review. The fee estimate includes four hours of review time for initial shop drawing review and 2 hours for each resubmittal for a total twenty (20) submittal reviews. Half of the submittals are assumed to require I&C discipline review.
- F. Assist in the response to job-site questions and review Request for Deviations submitted by the Design/Build Contractor. A total of twenty (20) Requests for Information or job-site questions are included at an average effort of three (3) hours per question. Half of the questions are assumed to be related to Electrical with the other half Instrumentation and Controls.
- G. Attend the testing, training, start-up and commissioning workshop.

TASK 3—Post Construction Services

- A. Review the Design/Build Contractor's as-built drawings. Review the Operations and Maintenance manuals, Asset List and Process Control Narrative as submitted by the Design/Build Contractor.

SCHEDULE IMPACT

The following schedule was used to prepare the fee estimate per the IEUA scope of scope, acknowledging it is subject to change.

Milestone	Completion Date
Design/Build Contract Award	August 15, 2018
Design Completion	March 1, 2019
Construction Completion	April 30, 2019
Project Closure	June 30, 2019

Black & Veatch anticipates the majority of the design will be completed within the first 3 to 4 months following Contractor notice-to-proceed.

ESTIMATED FEE

Our fee for the above additional efforts is estimated not-to-exceed one hundred eighty nine thousand six hundred forty four dollars (\$189,644). Our billing rates and the fee breakdown are provided in the attached fee tables.

We look forward to continuing assisting IEUA with this project as it moves forward from preliminary design through construction and commissioning. We will expeditiously and cost-effectively work towards achieving IEUA's goals for this project.

If you have additional questions and would like to discuss this proposal, please contact Brian Waite at (949) 471-3896.

Very truly yours,

BLACK & VEATCH CORPORATION



Brian Waite, PE
Project Manager
(949) 471-3896
Waiteb@BV.com



Matthew L. Thomas, PE
Project Director
(949) 788-4250
ThomasML@BV.com

Attachments: Table 1: Labor and Fee Estimate
Table 2: Meeting Level of Effort
Table 3: Submittal Level of Effort

Table 1
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Labor and Fee Estimate

Task Description	Principal In Charge	Project Manager	Electrical Eng Manager	I&C Eng Manager	Accounting	Total Hours	Total Labor	Direct Expense	Total Subs	Total Cost
Task	Rate	\$300	\$290	\$290	\$230	\$95				
Task 1 - Design Services										
1.1 Project Management	0.0	15.0			11.0	26	5,395	0	0	5,395
1.2 Kick-off Meeting and Document Review										
Meetings		6.0	8.5	8.5		23	6,160	76	0	6,236
Submittal Review		0.0	9.0	14.0		23	5,830	0	0	5,830
1.3 50% Design Meetings and Document Review										
Meetings		0.0	8.5	20.5		29	7,180	153	0	7,333
Submittal Review		0.0	42.0	44.0		86	22,300	0	0	22,300
1.4 85% Design Meetings and Document Review										
Meetings		0.0	8.5	32.5		41	9,940	229	0	10,169
Submittal Review		0.0	25.0	29.0		54	13,920	0	0	13,920
1.5 100% Design Meetings and Document Review										
Meetings		0.0	2.5	8.5		11	2,680	38	0	2,718
Submittal Review		0.0	28.0	31.0		59	15,250	0	0	15,250
Task 2 Construction Services										
2.1 Project Management	0.0	17.5			12.5	30	6,263	0	0	6,263
2.2 Pre/Construction workshops		0.0	48.0	48.0		96	24,960	610	0	25,570
2.3 FAT Witnessing		0.0	32.0	0.0		32	9,280	1,440	0	10,720
2.4 Weekly Progress Meetings		0.0	16.0	12.0		28	7,400	0	0	7,400
2.5 Shop Drawing Reviews		2.0	60.0	30.0		92	24,880	0	0	24,880
2.6 Question/RFI Assistance		0.0	30.0	30.0		60	15,600	0	0	15,600
Task 3 Post Construction Services										
3.1 As-built Review		0.0	16.0	8.0		24	6,480	0	0	6,480
3.2 O&M Manual Review		0.0	4.0	4.0		8	2,080	0	0	2,080
3.3 Process Control Narrative Review		0.0	2.0	4.0		6	1,500	0	0	1,500
TOTAL	0	41	340	324	24	728	\$187,098	\$2,546	0	\$189,644

Table 2
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Meeting Level of Effort

Phase	Title	Day(s)	Duration (Hrs)	Requirements	PM (Hrs)	Electrical (Hrs)	I&C (Hrs)	Travel (\$)	Notes
Design	Project Kickoff	1	4	In-Person	6	6	6	\$ 76.30	
Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
50% Design	Architectural and Equipment	1	4	In-Person	0	6	6	\$ 76.30	
50% Design	Process Control Narrative	2	4	In-Person	0	0	12	\$ 76.30	
50% Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
85% Design	Architectural and Equipment	1	4	In-Person	0	6	6	\$ 76.30	
85% Design	OIT/HMI Screens	2	4	In-Person	0	0	12	\$ 76.30	
85% Design	Process Control Narrative	2	4	In-Person	0	0	12	\$ 76.30	
85% Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
Final Design	Process Control Narrative	1	4	In-Person	0	0	6	\$ 38.15	
Final Design	IEUA Internal Review	1	2	Conference Call	0	2.5	2.5	\$ -	
Construction	Preconstruction and Overall System Workshop	1	4	In-Person	0	6	6	\$ 76.30	
Construction	Transition and Backup Generation Workshop	2	4	In-Person	0	12	0	\$ 76.30	
Construction	Electrical I&C and Mechanical Workshop	2	4	In-Person	0	12	12	\$ 152.60	
Construction	SCADA System Programming Workshop	2	4	In-Person	0	0	12	\$ 76.30	
Construction	70% Construction Completion Workshop	1	4	In-Person	0	6	6	\$ 76.30	
Construction	FAT Test (Out of State)	3	24	In-Person	0	32	0	\$ 1,440.00	4 hours each way travel
Construction	Weekly Progress Meetings	8	2	Conference Call	0	16	12	\$ -	
Construction	Testing/Training/Startup/Commissioning Workshop	1	4	In-Person	0	12	12	\$ 152.60	

Table 3
IEUA Electrical Amendment #4 - DB Owners Rep Assistance
Submittal Level of Effort

Phase	Title	# of submittals	PM (Hrs)	Electrical (Hrs)	I&C (Hrs)	Notes
Design	Control Panel/Switchgear Layout	1	0	4	4	
Design	Component List/Bill of Materials	1	0	2	2	
Design	Project Schedule	1	0	2	2	
Design	Process Control Narrative (draft)	1	0	1	6	
50% Design	Project Description	1	0	1	1	
50% Design	Back-up and Transition Plan	1	0	4	1	
50% Design	Design Criteria	1	0	2	2	
50% Design	Equipment Cut Sheets	1	0	6	6	
50% Design	Drawings	1	0	24	24	Assumed: 24 dwgs @ 2 hr/dwg
50% Design	Specifications	1	0	4	4	
50% Design	Process Control Narrative	1	0	1	6	
85% Design	Drawings	1	0	18	18	Assumed: 36 dwgs @ 1 hr/dwg
85% Design	Specifications	1	0	2	4	
85% Design	Process Control Narrative	1	0	1	6	
85% Design	Back-up and Transition Plan	1	0	4	1	
Final Design	Drawings	1	0	18	18	Assumed: 36 dwgs @ 1 hr/dwg
Final Design	Specifications	1	0	1	2	
Final Design	Process Control Narrative	1	0	1	4	
Final Design	Design Calculations	1	0	4	2	
Final Design	Equipment Cut Sheets	1	0	2	4	
Final Design	Back-up and Transition Plan	1	0	2	1	
Construction	Shop Drawings (qty 10)	2	2	60	30	
Post Construction	As-builts	1	0	16	8	
Post Construction	O&M Manual	1	0	4	4	
Post Construction	Final Process Control Narrative	1	0	2	4	

**ACTION
ITEM
1C**

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources Committee

08/08/18

Finance & Administration

08/08/18

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

Subject: Adoption of Resolution No. 2018-8-1, Establishing Construction Development Fees

Executive Summary:

Staff currently receives plans for proposed developments that will connect to IEUA facilities. The plans are reviewed for conformance to IEUA standards. After final acceptance of the plans, IEUA inspection is provided during the connection to IEUA facilities.

In order to cover the level-of-effort costs to perform plan review and inspections, it is recommended that a construction development fee be established to cover the level-of-effort to perform plan review and inspection. The fee is based on an average number of hours spent on previous development projects over the last five years. The fee consists of costs associated with an Inspector's and a Senior Engineer's time to review up to five drawings per plan check. If the plan check has more than five drawings to be reviewed, the fee will be based on a quote provided by IEUA on the number of hours required.

The proposed procedure and resolution have been developed in coordination with IEUA legal counsel.

Staff's Recommendation:

1. Adopt Resolution No. 2018-8-1, establishing a fee covering IEUA's services for review of applications, plans, and inspections of construction for development; and
2. Authorize the General Manager to review and adjust the fee schedule as necessary to maintain cost coverage.

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

Account/Project Name:

None.

Fiscal Impact (explain if not budgeted):

The fees collected will reimburse the staff time charged to various funds.

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

Resolution No. 2018-8-1 is consistent with the IEUA's Business Goals of Business Practices and Fiscal Responsibility where IEUA will be ethical, cost-effective, and apply environmentally sustainable regional planning principles in all aspects of business and public service, and will fund operations and capital investments by maintaining reasonable service rates and fees that fully support the costs of service.

Attachments:

Attachment 1 - Resolution 2018-8-1

Attachment 1

RESOLUTION NO. 2018-8-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT, IN SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING A FEE COVERING IEUA'S SERVICES FOR REVIEW OF APPLICATIONS, PLANS, AND INSPECTIONS OF CONSTRUCTION FOR DEVELOPMENT

WHEREAS, Inland Empire Utilities Agency, a Municipal Water District ("Agency") is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code; and

WHEREAS, the Inland Empire Utilities Agency Board of Directors ("Board of Directors") has determined that it is necessary to establish a fee covering staff costs for processing applications, reviewing plans, and conducting inspections of development projects brought before the Agency; and

WHEREAS, the Board of Directors may impose these fees and charges as they are exempt from the voter approval requirements of articles XIII C and XIII D of the California Constitution; and

WHEREAS, staff has evaluated and researched the costs to the Agency that associated with providing these services to potential development.

NOW, THEREFORE, the Board of Directors hereby resolves that:

SECTION 1. ADOPTION OF FEE SCHEDULE

The fees, charges and requirements set forth in the Inland Empire Utilities Agency fee schedule attached hereto as Exhibit A, and incorporated herein by reference, are hereby approved and adopted as the Agency's fee schedule to be imposed as set forth therein. Additionally, the General Manager is authorized to adjust Exhibit A as necessary to maintain cost coverage.

SECTION 2. AUTHORIZATION

The Board of Directors hereby finds and determines that the existing, new or increased fees in this Resolution are in an amount reasonably necessary to recover the costs of providing the service, review, document, facility, or commodity for which such fee is levied or authorized to be levied.

SECTION 3. EFFECTIVE DATE.

The new fees set forth in this Resolution shall become effective on September 1, 2018.

SECTION 4. REFUNDS

No refunds will be issued for fees paid to the Agency in accordance with this Resolution.

ADOPTED the 15th day of August 2018.

Steven J. Elie
President of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2018-8-1, was adopted at a regular
Board Meeting on August 15, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

*A Municipal Water District

EXHIBIT A

INLAND EMPIRE UTILITIES FEE SCHEDULE

Engineering Department

Application Processing, Plan Check, Inspection of Construction - Up to Five Plan Sheets	\$2,215*
Application Processing, Plan Check, Inspection of Construction - Greater than Five Plan Sheets	By Quote

*This is a one-time fee for services in reviewing a development project modifying IEUA facilities.

**ACTION
ITEM
1D**

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HR

08/08/18

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

Subject: Contract Award for Bulk Supply of 12.5% Sodium Hypochlorite

Executive Summary:

Sodium hypochlorite (commonly referred to as bleach) is a critical process chemical used during wastewater treatment for disinfection. Sodium hypochlorite is also used for odor control in chemical odor scrubbers.

The current supply contract with Olin Corporation, will expire in August 2018. On June 13, 2018, a formal Request for Proposal was issued through the PlanetBids Network to 10 potential bidders. The bid closed on June 28, 2018. Olin Corporation was the lowest bidder with a proposed price of \$0.774 per gallon, including delivery. The increase from \$0.59 per gallon is attributed to increased raw materials and transportation prices.

Olin Corporation continues to meet all Agency expectations; therefore, staff recommends that the Board approve the issuance of a three-year contract to Olin Corporation. Under the proposed contract, pricing will be fixed at the aforementioned rate for an initial three-year period. Two potential one-year options are also provided for under the contract, provided that both parties can reach mutual agreement on option pricing.

Staff's Recommendation:

1. Approve Contract No. 4600002591 to Olin, establishing a three-year contract for the supply of 12.5% bulk sodium hypochlorite with options for two additional one-year extensions, for a potential contract term of five years; and
2. Authorize the General Manager to execute the contract with two potential contract extensions.

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

Account/Project Name:

Sodium Hypochlorite expenditures will be funded from fiscal year Regional Wastewater Operations and Maintenance chemical budget for each individual water reclamation facility.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On July 15, 2015, the Board of Directors awarded a one-year contract to Olin Corporation with options for two additional one-year extensions.

On June 18, 2012, the Board of Directors awarded a three-year contract to JCI Jones, Inc.

Environmental Determination:

Not Applicable

Business Goal:

The contract supports the IEUA's Business Goal of Wastewater Management specifically the Water Quality Asset Management that IEUA will ensure that Agency systems are planned, constructed and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - Contract No. 4600002591 to Olin Corporation

Attachment 1



**CONTRACT NUMBER: 4600002591
FOR
SUPPLY OF 12.5% SODIUM HYPOCHLORITE**

This CONTRACT (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 as Agency), and Olin Corporation, dba Olin Chlor Alkali Products, of Tracy, California, (hereinafter referred to as Supplier), for bulk supply and delivery of 12.5% sodium hypochlorite.

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

- A. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are as follows, or as provided to the Supplier in writing at a future date:

Contract Administrator: Scott Oakden
Deputy Manager of Operations
Location: 6075 Kimball Avenue
Chino, CA 91708
Telephone: (909) 993-1922
Fax: (909) 993-1987
Email: soakden@ieua.org

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

Supplier Representative: John Schabacker
Address: 26700 South Banta Road
Tracy CA 95304
Telephone: (209) 835-7204
Facsimile: (209) 835-9760
E-mail: jmschabacker@olin.com

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

1. Amendment(s) to Contract No. 4600002591.
2. Contract No. 4600002591 General Terms and Conditions.
3. Agency Request for Proposal No. RFP-SM-18-007
4. Supplier's Proposal dated 6/24/2018.

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

PRODUCT REQUIREMENTS: Sodium hypochlorite shall be supplied and delivered (in bulk) as 12.5 percent solution. Sodium hypochlorite purchased under this Contract shall meet AWWA standards for wastewater treatment and shall comply in all respects with Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: The Supplier shall supply and deliver all (100%) of the 12.5% bulk sodium hypochlorite to be used by the Inland Empire Utilities Agency at its various facilities during the term of any Contract entered into. The Agency anticipates total usage of sodium hypochlorite to be approximately 2,605,000 gallons. However, the Agency will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price established within the ensuing Contract.

SHIPPING INSTRUCTIONS: Shipments shall be made within three calendar days upon receipt of either a verbal or written shipping order from the Agency. Orders will be placed on an "as-needed" basis to suit the Agency's requirements throughout the Contract period. It is anticipated that deliveries to the RP-1 facility will be made daily in 5,000 gallon loads. 5,000 gallon deliveries will also be made to the CCWRF, RP-4 and RP-5 facilities, but on an "as needed" rather than daily basis. All other locations will be delivered approximate 2,000 to 3,000 gallon loads. Deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m., no deliveries will be accepted between 12:00 and 12:30 p.m.

All bill of lading/shipping documents and associated invoice documents shall reference the number of gallons delivered, as well as the corresponding number of pounds in order to facilitate the Agency's internal receiving and Accounts Payable transactions.

DELIVERY LOCATIONS: Sodium hypochlorite shall be delivered to the following locations:

	<u>ESTIMATED ANNUAL USAGE</u>
Inland Empire Utilities Agency Regional Plant No. 1 (RP-1) 2662 E. Walnut Avenue Ontario, California 91761	1,600,000 gallons
Inland Empire Utilities Agency Carbon Canyon Wastewater Reclamation Facility (CCWRF) 14950 Telephone Avenue Chino, California 91708	400,000 gallons
Inland Empire Utilities Agency Regional Plant No. 4 (RP-4) 12811 6 th Street Rancho Cucamonga, California 91729	275,000 gallons
Inland Empire Utilities Agency Regional Plant No. 5 6075 "C" Kimball Avenue Chino, CA 917108	320,000 gallons
Inland Empire Utilities Agency Regional Plant No. 2 16400 El Prado Rd. Chino, CA 91708	10,000 gallons

In addition, the Agency reserves the right to include any additional delivery locations located within its service area as may be required in the future. Any added location shall receive the same product, service, pricing, etc. as required in the Contract.

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

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

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

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

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

SAFETY TRAINING: The Supplier shall provide training in the safe and proper handling procedures of their product and delivery methods at the request of the Agency. Training may be provided once per calendar year. This training shall be provided at the Agency's Regional Plants, as required. The training shall be provided at no additional expense to the Agency

- E. **TERM OF CONTRACT / OPTIONS:** The initial term of this Contract shall run from September 1, 2018 through August 31, 2021 or as mutually agreed to between the Supplier and Agency in any written extension to said Contract. Additionally, upon both Parties reaching mutual agreement as to a revised unit price, this Contract may be extended in twelve month increments, for an additional period not-to-exceed 24 months; resulting in a total Contract term of five years. In the event the Agency desires to exercise one or both of the Contract extension options provided for in this Section, the Agency shall provide written notice of its desire to do so to the Supplier prior to the expiration of the original Contract term, or any extension thereof.
- F. **PAYMENT, INVOICING AND COMPENSATION:** The Agency shall pay Supplier's properly executed invoice(s) within thirty (30) calendar days following receipt of the invoice. Payment will be

withheld for any product which does not meet the requirements of this Contract or has proven unacceptable until such product is replaced and accepted by the Project Manager.

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

As compensation for product provided under this Contract, the Agency shall pay the Supplier in accordance with the following price schedule:

5,000 Gallon Deliveries:

PRODUCT PRICE/<u>GALLON</u> (delivered)	\$ 0.774/gallon
SALES TAX (Exempt)	Not Applicable
TOTAL NET PRICE/<u>GALLON</u> (delivered)	\$ 0.774/gallon

2,000 to 3,000 Gallon Deliveries:

PRODUCT PRICE/<u>GALLON</u> (delivered)	\$ 0.838/gallon
SALES TAX (Exempt)	Not Applicable
TOTAL NET PRICE/<u>GALLON</u> (delivered)	\$ 0.838/gallon

Lot Charge for Split Loads **\$50.00 / Stop**
(Full truckload delivered to/split between 2 IEUA destination points)
(to be incurred after 1st stop)

G. FITNESS FOR DUTY:

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

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

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

- a) **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.

If the Supplier utilizes a claims made policy they agree to maintain said policy or a tail on said policy, at the same limits of coverage as required pursuant to this document, for a period of three years after the expiration of, or any extensions to the Contract.

- b) **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.
 - c) **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.
2. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. **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.

4. 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.
5. 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.
6. 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

I. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not an employee of the Agency.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances

and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing and 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 Supplier or its employees.

3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Contract Administrator.
4. Indemnification: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
5. Conflict Of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
6. Equal Opportunity: During the performance of this contract the Agency, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. Disputes:
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Counsel shall pursue the work to completion in accordance with the instruction of the Agency's Contract Administrator notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.
 - b. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Contract Administrator and the Counsel shall comply, pursuant to the Agency Contract Administrator instructions. If the Counsel is not satisfied with any such resolution by the Agency Contract Administrator, they may file a written protest with the Agency Contract Administrator within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Counsel to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Contract Administrator's resolution. The Agency's Contract Administrator shall submit the Counsel's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the Agency Contract Administrator's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the Agency Contract Administrator within ten (10) calendar days after receipt of said protest(s). If Counsel is not satisfied with any such resolution by the CEO/GM, they may file a

written request for arbitration with the Contract Administrator within seven (7) calendar days after receiving written notice of the CEO/GM's decision.

c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:

(1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Counsel to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Counsel are acceptable and, if so, such person will be designated as Arbitrator.

(2) In the event that none of the names submitted by Counsel are acceptable to the Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Counsel a list of five names of persons acceptable to the Agency for appointment as Arbitrator. The Counsel shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

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

d. Joinder in Mediation/Arbitration: The Agency may join the Counsel in mediation or arbitration commenced by a Counsel 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 Counsel.

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

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

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

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

- L. **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
Contracts & Procurement Manager
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, CA 91700

Supplier: John M. Schabacker
Business Director
Olin Corporation, dba Olin Chlor Alkali Products
26700 South Banta Road
Tracy, CA 95304

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.

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

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

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

INLAND EMPIRE UTILITIES AGENCY:

OLIN CORPORATION:

Halla Razak
General Manager

Date

John M. Schabacker
Business Director

Date

INFORMATION

ITEM

2A

Date: August 15, 2018

To: The Honorable Board of Directors

From: Halla Razak, General Manager

Committee: Engineering, Operations & Water Resources

HHR
08/08/18

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

Subject: Septic to Sewer Feasibility Study Update

Executive Summary:

In April 2016, the Board awarded a contract to RMC Water & Environment (RMC) to perform a feasibility study for the conversion of septic tanks in the IEUA service area to sewer. The study evaluates the service area and ranks specific conversion projects based on criteria such as cost effectiveness (grant funding), sewer capacity analysis, associated costs, economic benefits, etc.

The preliminary screening performed for the service area with the assistance of the contracting agencies found approximately 22,000 septic system parcels. RMC identified questionable parcels and refined the data set to clarify the service area contained 21,084 septic system parcels with approximately 18,000 residential parcels. RMC generated fact sheets for each SSR with conversion cost estimates that were reviewed by the contracting agency representatives.

In April 2018, the final draft feasibility study was sent to the contracting agencies for review. A workshop was held on May 9, 2018. The workshop was productive and attended by representatives from all the contracting agencies. The final report incorporating the comments was completed in July 2018. IEUA's role in the project is complete, however we will provide support to the contracting agencies for grant opportunities should there be interest.

Staff's Recommendation:

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

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

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On April 20, 2016 the Board of Directors approved the professional services contract for the Septic to Sewer Feasibility Study to RMC Water and Environment for the not-to-exceed amount of \$286,813.

Environmental Determination:

Not Applicable

Business Goal:

The Septic to Sewer Feasibility Study aligns with the Agency's Business Goal of Water Reliability by protecting groundwater quality, supporting new supplies, the recycled water program, and the groundwater recharge program.

Attachments:

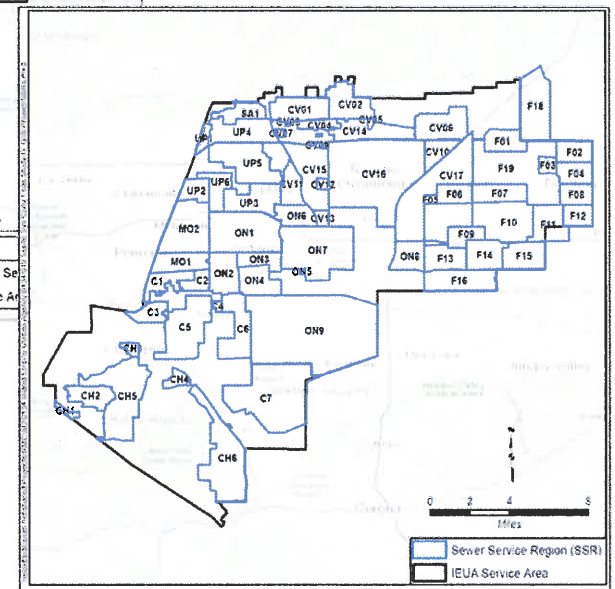
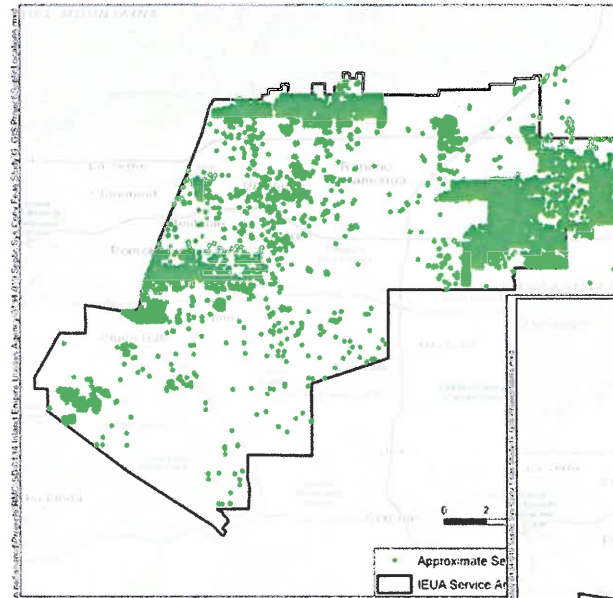
Attachment 1 - Septic to Sewer Feasibility Study Update PowerPoint

Septic to Sewer Feasibility Study Update



Project Update

- **Septic System Parcels and Project Grouping**
 - 21,804 septic system parcels
 - Residential: 18,000 parcels
- **Prioritization of Projects**
 - Cost estimates generated for each contracting agency
- **Grant Funding Opportunities**
 - Prop 1 Groundwater Grant Program



Project Update – Cost Summary

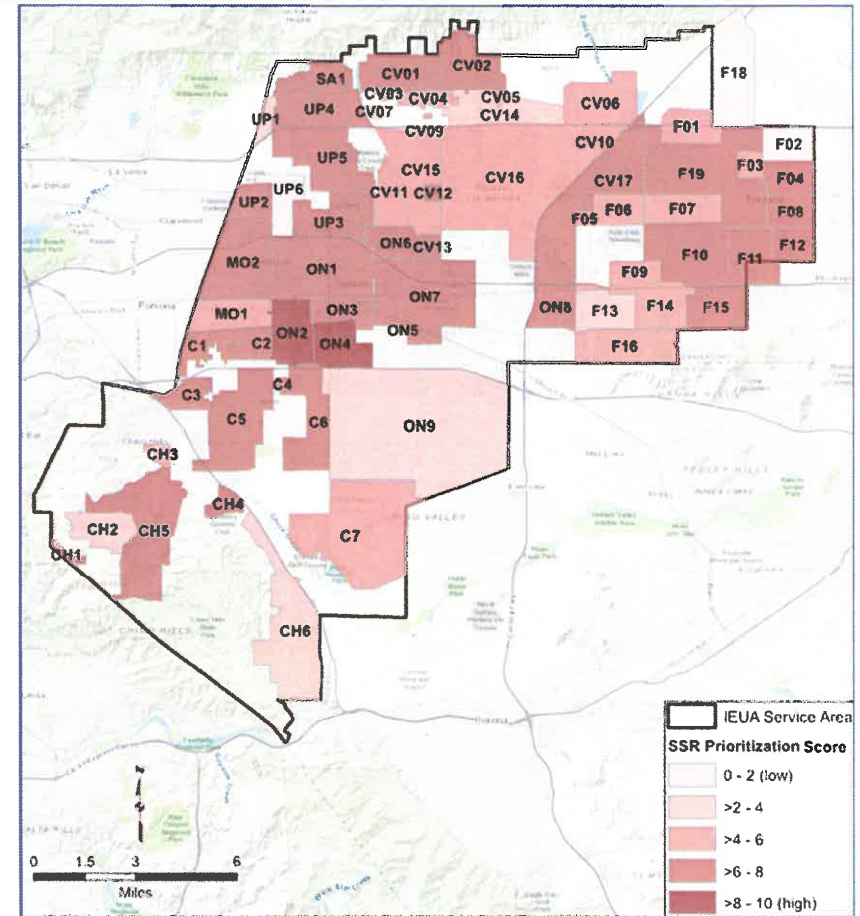
	Chino	Chino Hills	CVWD	Fontana	Montclair	Ontario	Upland*
# of Septic Systems	1,895	689	4,666	11,766	510	661	1,617
Sewer Lines (LF)	128,800	84,676	375,154	639,625	24,674	116,237	95,295
Estimated Capital Cost (\$M)	\$88	\$57	\$236	\$497	\$19	\$89	\$69
Connection Fees (\$M)**	\$13	\$4	\$35	\$64	\$2	\$4	\$11
Total Estimated Cost (\$M)	\$101	\$62	\$271	\$561	\$21	\$94	\$80
Estimated Cost/Septic Tank	\$53,000	\$90,000	\$58,000	\$48,000	\$41,000	\$142,000	\$49,000

* Includes San Antonio Heights

** Includes IEUA Connection Fees (post-1979) and Contracting Agency Sewer Impact Fees

Contracting Agency Workshop

- Draft Feasibility Study to Contracting Agencies – April 6, 2018
- Workshop with RMC and Contracting Agencies – May 9, 2018
 - Contracting Agency participation and comments
 - Prioritization comments and review
- Finalization of Feasibility Study
 - Implementation of comments – June 2018
 - Distribution of final study – July 2018
 - Provide support to Contracting Agencies as requested

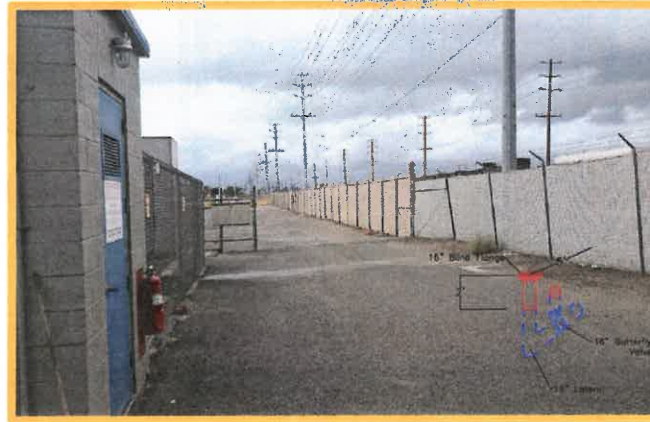


INFORMATION

ITEM

2C

Engineering and Construction Management Project Updates



EN18036 – CCWRF Asset Management and Improvements - III

Project Goal: Improve Drainage and Processes

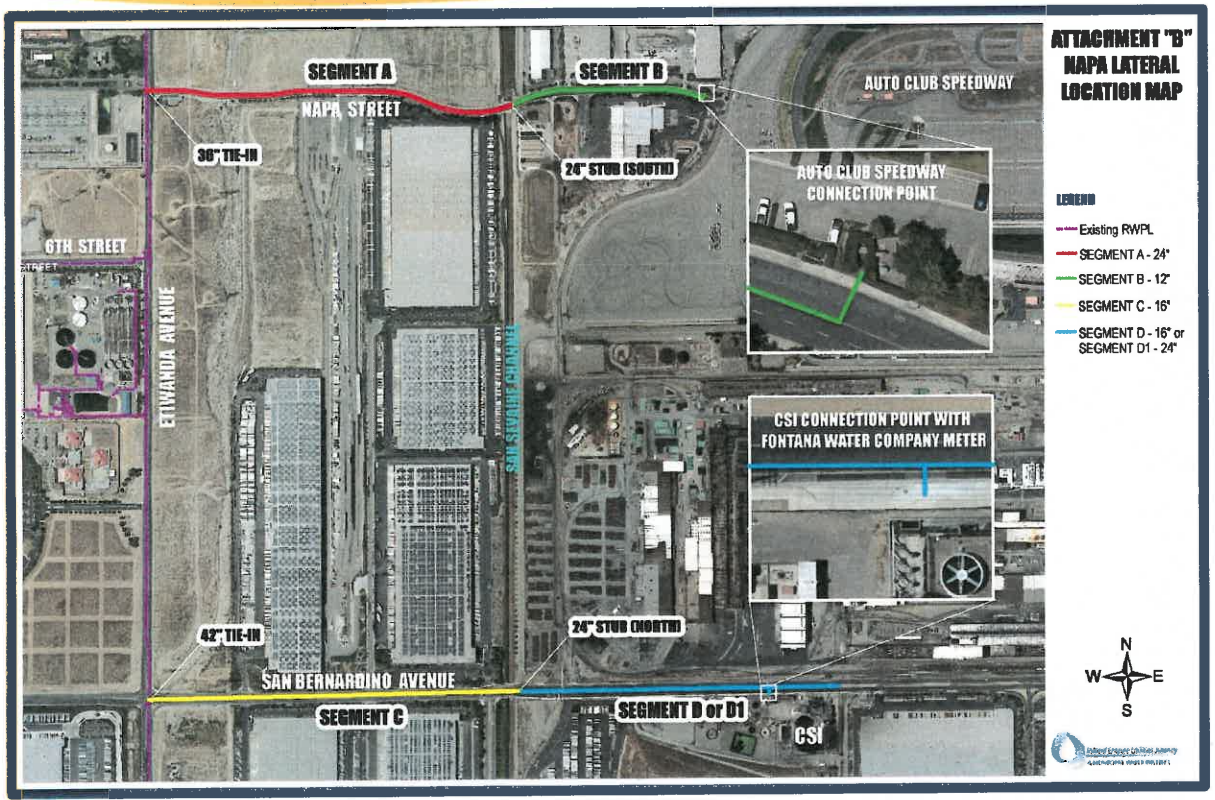
Total Project Budget: \$2.4 M
Project Completion: November 2020

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	GHD	\$250 K	0.0%
Construction	TBD	TBD	TBD



WR15021 – Napa Lateral

Project Goal: Increased Recycled Water Use



Total Project Budget: \$6.5 M
Project Completion: June 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design-Build (Current)	Ferreira Construction	\$5.3 M	0.0%

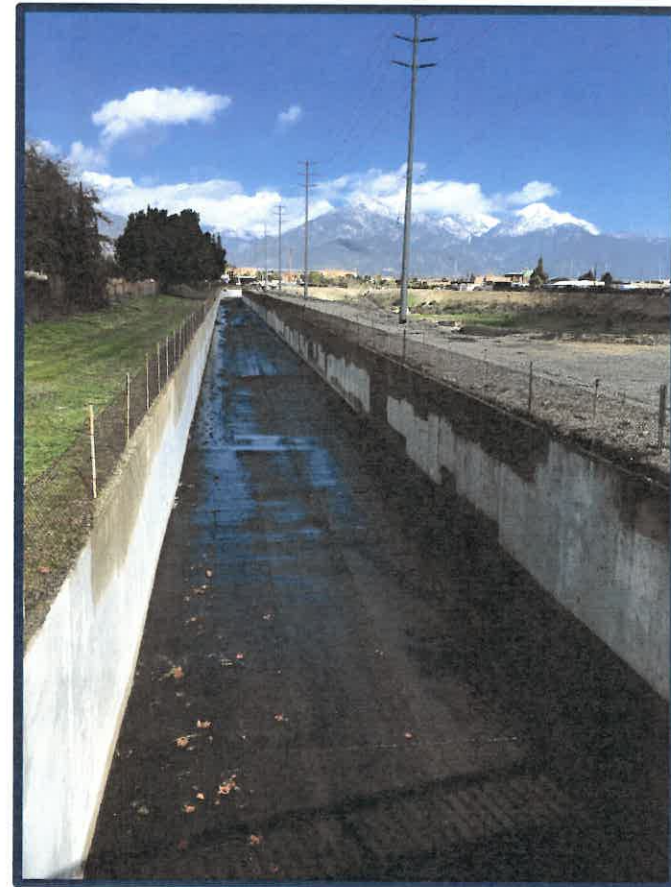
RW15003.03 – Montclair Basin Improvements

Project Goal: Divert Additional Storm Water for GWR

Total Project Budget: \$1.8 M

Project Completion: December 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	Carollo	\$156 K	0.0%
Construction	TBD	TBD	TBD



EN14019.00 – RP-1 Headworks

Project Goal: Retrofit Headworks Grit Removal System



Total Project Budget: \$9.7 M
Project Completion: February 2019

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Woodward & Curran	\$1.3 M	15.18%
Construction (Current)	Myers & Sons	\$5.7 M	0.0%

PA17006.02 – RP-5 Aeration Panel Replacement

Project Goal: Aeration Panel and Sprayer Replacement

Total Project Budget: \$3.6 M

Project Completion: December 2018

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In House	None	N/A
Construction (Current)	Genesis Construction	\$3.0 M	0.0%



EN18055 – Headquarters Roofing

Project Goal: Replace HQ Roof and Skylights



Total Project Budget: \$1.3 M
Project Completion: September 2018

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In House	None	N/A
Construction (Current)	Best Contracting	\$1 M	0.0%