



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

**WEDNESDAY, NOVEMBER 13, 2019
9:45 A.M.**

CALL TO ORDER

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether 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 three 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 October 9, 2019.

B. SANTA ANA RIVER UPPER AGENCY FLOWS MEMORANDUM OF UNDERSTANDING

Staff recommends that the Committee/Board:

1. Approve the Santa Ana River Agency Flows Memorandum of Understanding (MOU); and
2. Authorize the General Manager to execute the MOU.

C. PROJECT AGREEMENT 25 (OWOW) AND PROJECT AGREEMENT 26 (ROUNDTABLES/TASK FORCES)

Staff recommends that the Committee/Board:

1. Approve Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces; and
2. Authorize the General Manager to execute the Agreements.

D. RP-5 EXPANSION CONSTRUCTION MANAGEMENT OFFICE TRAILER CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
2. Authorize the General Manager to execute the purchase subject to non-substantive changes.

E. RP-5 EXPANSION PROJECT CONSTRUCTION MANAGEMENT CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction management services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Arcadis for the not-to-exceed amount of \$21,125,523; and
2. Authorize the General Manager to execute the construction management services consultant contract, subject to non-substantive changes.

F. RP-5 EXPANSION ENGINEERING DURING CONSTRUCTION CONTRACT AMENDMENT

Staff recommends that the Committee/Board:

1. Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for a not-to-exceed amount of \$12,589,469; and
2. Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes.

G. LOWER DAY BASIN IMPROVEMENTS CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

H. 1158 EAST AND WEST RESERVOIR REHABILITATION CONSTRUCTION CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a construction contract for the rehabilitation of the 1158 East and West Reservoirs, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
2. Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

I. HAVEN AVENUE REGIONAL SEWER SYSTEM REPAIRS CONSULTANT CONTRACT AWARD

Staff recommends that the Committee/Board:

1. Award a consultant construction contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD for the not-to-exceed amount of \$211,458;
2. Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.

J. RP-1 AND RP-4 DISINFECTION STUDY CONSULTING CONTRACT

Staff recommends that the Committee/Board:

1. Award a professional consulting services contract to Trussell Technologies, Inc., for the not-to-exceed amount of \$163,460; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

K. RP-4 CHLORINE CONTACT BASIN INSTRUMENTATION RELOCATION RATIFICATION OF CONSTRUCTION CONTRACT

Staff recommends that the Committee/Board:

1. Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W.A. Rasic Construction, Inc., in the amount of \$117,787; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

2. INFORMATION ITEM

A. REGIONAL WATER USE EFFICIENCY PROGRAMS ANNUAL REPORT – FY 2018/19 (POWERPOINT)

B. PLANNING & ENVIRONMENTAL RESOURCES (ORAL, INFO)

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

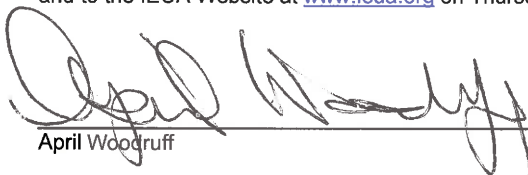
*A Municipal Water District

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/Office Manager of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA and to the IEUA Website at www.ieua.org on Thursday, November 7, 2019.


April Woodruff

**ACTION
ITEM
1A**



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

**WEDNESDAY, OCTOBER 9, 2019
9:45 A.M.**

COMMITTEE MEMBERS PRESENT

Michael Camacho, Chair
Kati Parker

COMMITTEE MEMBERS ABSENT

None

STAFF PRESENT

Shivaji Deshmukh, General Manager
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM
Christiana Daisy, Executive Manager of Engineering/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Executive Manager of Finance & Administration/AGM
Jerry Burke, Deputy Manager of Engineering
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources
Michael Dias, Associate Engineer
Sylvie Lee, Manager of Planning & Environmental Resources
John Scherck, Senior Project Manager
Daniel Solorzano, Technology Specialist I
Travis Sprague, Senior Associate Engineer
Shaun Stone, Manager of Engineering
Wilson To, Technology Specialist II
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT

None

The meeting was called to order at 9:45 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 September 11, 2019.

◆ Recommended that the Board:

1. Award a design-build contract for the RP-4 Influent Screen Replacement, Project No. EN19010, to Stanek Constructors, Inc., in the amount of \$1,898,000; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar Item on the October 16, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a task order with Technical Systems, Inc., for the RP-1 Mechanical Restoration and Improvements, through the Master Services Contract, 4600002467, for the not-to-exceed amount of \$221,715; and
2. Authorize the General Manager to execute the task order, subject to non-substantive changes;

as a Consent Calendar Item on the October 16, 2019 Board meeting agenda.

◆ Recommended that the Board:

1. Award a construction contract for the RP-1 Primary Sludge Piping Repair, Project No. EN20060, to AToM Engineering Construction, Inc., in the amount of \$107,398; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes;

as a Consent Calendar Item on the October 16, 2019 Board meeting agenda.

- ◆ Recommended that the Board authorize the General Manager to approve payment of \$182,655 to the San Bernardino County Flood Control District for the valuation of the recycled water pipeline easement;

as a Consent Calendar Item on the October 16, 2019 Board meeting agenda.

INFORMATION ITEMS

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

- ◆ First Quarter Planning & Environmental Resources Update
- ◆ Planning & Environmental Resources Annual Reports (Water Use, Recycled Water & Energy)
- ◆ Engineering and Construction Management Project Updates

GENERAL MANAGER'S COMMENTS

General Manager Shivaji Deshmukh stated that on October 10, IEUA will receive an award for the Agency's Water Quality Laboratory Project at the Engineering News Records' Regional Best Projects Awards Ceremony. General Manager Deshmukh also stated that next week, on Wednesday, October 16, the Agency will hold its fifth Rate Study Workshop from 2:00 p.m. to 4:00 p.m. The workshop will review and discuss the recycled water direct use and recharge water rates.

On October 4, General Manager Deshmukh participated in a presentation at the Water Advisory Committee of Orange County (WACO) along with Mr. Doug Headrick from San Bernardino Valley Municipal Water District and Mr. Tim Barr from Western Municipal Water District on the 1969 Santa Ana River judgement.

General Manager Deshmukh stated that this will be the last Engineering, Operations & Water Resources Committee meeting for Manager of Engineering Shaun Stone. Mr. Stone will be starting his new position as Utilities Assistant General Manager at the city of Ontario. General Manager Deshmukh recognized Mr. Stone for his significant contributions to the Agency and congratulated him.

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 10:05 a.m.

Respectfully submitted,

April Woodruff
Board Secretary/Office Manager

*A Municipal Water District

APPROVED: NOVEMBER 13, 2019

**ACTION
ITEM
1B**



Date: November 20, 2019

To: The Honorable Board of Directors

WAB for
From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Santa Ana River Upper Agency Flows Memorandum of Understanding

Executive Summary:

In May 2013, Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (Western MWD), along with seven other partners began work on the Upper Santa Ana River Multiple Species Habitat Conservation Plan (HCP). The purpose of the HCP is to address the numerous endangered and threatened species' permitting issues associated with water supply projects in the upper Santa Ana River Watershed.

As work on the HCP is approaching completion, this MOU was developed to memorialize and reaffirm the commitments of the four Santa Ana River Watermaster parties to continue to work together in a collaborative manner on water supply projects along the Santa Ana River (SAR) consistent with the 1969 SAR Judgment, and to coordinate operational management of wastewater discharges to the river in support of habitat management strategies such as those within the framework of the HCP.

Staff's Recommendation:

1. Approve the Santa Ana River Upper Agency Flows Memorandum of Understanding (MOU); and
2. Authorize the General Manager to execute the MOU.

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

Account/Project Name:

There is no impact to budget with this action.

Fiscal Impact (explain if not budgeted):

Not Applicable

Prior Board Action:

On May 20, 2015, IEUA's Board of Directors approved a Memorandum of Understanding for Participation in the Development of the Santa Ana River Multiple Species Habitat Conservation Plan.

Environmental Determination:

Not Applicable

The development of the Memorandum of Understanding does not qualify for compliance with CEQA Guidelines. However, as projects are defined and implemented, they will be subject to environmental evaluation.

Business Goal:

The Santa Ana River Upper Agency Flows Memorandum of Understanding supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

Attachments:

Attachment 1 - Santa Ana River Upper Agency Flows Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE UTILITIES AGENCY, ORANGE COUNTY WATER DISTRICT,
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
WESTERN MUNICIPAL WATER DISTRICT
REGARDING COORDINATED MANAGEMENT OF THE SANTA ANA RIVER FLOWS**

This Memorandum of Understanding (“MOU”) is executed as of ____, 2019 (“Effective Date”), by and among, Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (Western MWD), collectively referred to herein as “Parties” and individually as “Party”.

Recitals / Objectives

1. The purpose of this MOU is to memorialize the commitment of the Parties to develop, plan and implement strategic and coordinated Santa Ana River (“SAR”) tributary flow management and to enhance local water resource project development.
2. The Parties will work together within the framework of the 1969 SAR Judgement and any supporting or incorporated supplemental Agreements.
3. The Parties desire to develop SAR operational management strategies that will support the maintenance of existing habitat as identified by the current efforts underway in the multi participant SAR Habitat Conservation Plan while supporting the development of additional water supply projects, including but not limited to, water recycling and stormwater capture within the upper and middle SAR watershed.
4. The Parties desire to develop a coordinated and equitable approach that takes into consideration water rights and wastewater discharge obligations along the SAR along with current and anticipated regional water resource and habitat needs.
5. The Parties desire to enter into this MOU to further collaborate to define a program that would provide water supply and habitat benefits to all Parties.

IN WITNESS WHEREOF, the Parties have agreed to execute this MOU as of the effective date.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INLAND EMPIRE UTILITIES AGENCY, ORANGE COUNTY WATER DISTRICT,
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
WESTERN MUNICIPAL WATER DISTRICT
REGARDING COORDINATED MANAGEMENT OF THE SANTA ANA RIVER FLOWS**

INLAND EMPIRE UTILITIES AGENCY

Name

Date

ORANGE COUNTY WATER DISTRICT

Name

Date

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

Name

Date

WESTERN MUNICIPAL WATER DISTRICT

Name

Date

**ACTION
ITEM
1C**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Vats for

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Project Agreement 25 (OWOW) and Project Agreement 26 (Roundtables/Task Forces)

Executive Summary:

The Santa Ana Watershed Project Authority (SAWPA) Joint Powers Agreement (JPA), provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes that SAWPA shall function through the implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements when less than all of the SAWPA member agencies are participating.

The proposed Project Agreement 25 (PA25) addresses the One Water, One Watershed (OWOW) Program and provides the framework for Commission oversight of the possible SAWPA roles, including program administration, grant administration, project management, project participant, or project proponent. The proposed Project Agreement 26 (PA26) addresses the responsibilities of the Member Agencies and the administrative procedures that will apply to SAWPA's participation in various separately formed Roundtables or Task Forces. The proposed project agreements have been reviewed and commented on by the Member Agencies and their counsels and represent their consensus. At the October 16, 2019 SAWPA Commission meeting, PA25 and PA26 were approved. The PA25 and PA26 also needs to be approved by each of the Member Agency Boards.

Staff's Recommendation:

1. Approve Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces; and
2. Authorize the General Manager to execute the Agreements.

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

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Full account coding (internal AP purposes only):

- - -
- - -

Project No.:

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The Project Agreement 25 for the OWOW and Project Agreement 26 for the Roundtables/Task Forces are consistent with IEUA's business goal of Business Practices and Water Reliability by applying environmentally sustainable regional planning principles and promoting water conservation, education and incentive programs to assist the region in safeguarding water sustainability.

Attachments:

Attachment 1 - Project Agreement 25

Attachment 2 - Project Agreement 26

SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 25

ONE WATER, ONE WATERSHED (OWOW)

THIS AGREEMENT is made on _____, 2019, by and between the **SANTA ANA WATERSHED PROJECT AUTHORITY (“SAWPA”)**, a joint powers agency created pursuant to Government Code Section 6500 et seq., and the following Member Agencies of SAWPA: **EASTERN MUNICIPAL WATER DISTRICT (“EASTERN”); INLAND EMPIRE UTILITIES AGENCY (“IEUA”); SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (“VALLEY”); WESTERN MUNICIPAL WATER DISTRICT (“WESTERN”)**, and **ORANGE COUNTY WATER DISTRICT (“OCWD”)**, all collectively referred to herein as “Parties.”

RECITALS

- A. The Parties are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries. SAWPA is a Joint Powers Authority, formed by the other Parties pursuant to Government Code Section 6500 et seq., to serve as a regional entity to facilitate the collaborative development and regional implementation of a wide range of water resources strategies.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA’s exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees when less than all of the SAWPA member agencies are participating.
- C. SAWPA was originally formed in 1967 to engage in watershed-scale water quality planning. During the 1970s, the agency was reformed as a project authority to implement projects in furtherance of the planning that had been done. From its beginning, SAWPA worked closely with the Santa Ana Regional Water Quality Control Board, and worked collaboratively with other stakeholders and agencies in the watershed. In 1984, SAWPA’s purpose was broadened to encompass a wide range of water supply and water quality issues and activities.
- D. In the 1990s, SAWPA engaged in a watershed-scale strategic planning effort that led to the development of the Santa Ana Integrated Watershed Program. This program was included in Proposition 13 (2009) and became the model for the State’s integrated regional water management program, created in 2002, by the Regional Water Management Planning Act (Water Code Section 10539 et seq.). Since then, various bond acts approved by California voters have provided over \$1.5 billion in State funding to support and advance integrated, multi-benefit regional projects.
- E. After the California Department of Water Resources (DWR) formalized a process for approval of Regional Water Management Groups (RWMG) for purposes of being eligible to apply for Integrated Regional Water Management (IRWM) grants, SAWPA submitted a Regional

Acceptance Process application and was approved by DWR as the RWMG for the Santa Ana River watershed.

- F. In 2007, SAWPA renamed its IRWM process, One Water, One Watershed (OWOW), and launched a broad stakeholder process to draft an updated plan, the OWOW Plan. In 2009, the SAWPA Commission approved a governance policy for OWOW that established the OWOW Steering Committee to oversee development of the OWOW Plan and updates thereto and to develop recommendations of suites of projects to include in future IRWM grant applications or for other funding opportunities. The Steering Committee is constituted of County supervisors, City council members or mayors, SAWPA Commissioners, and representatives of the environmental community, the business community, and the Santa Ana Regional Board. Within the structure of the OWOW Pillars, the Steering Committee, and the SAWPA Commission, the Commission remains the governing body of the RWMG.
- G. SAWPA has recently adopted the third updated version of the OWOW Plan, the OWOW Plan Update 2018. SAWPA is preparing a grant application in response to the Proposition 1 Round 1 IRWM Implementation Grant solicitation from DWR. SAWPA is currently administering grant agreements with DWR from four prior rounds of grant funding from Proposition 84, and from Proposition 1 for the Disadvantaged Communities Involvement Program.
- H. SAWPA acts in several capacities within the OWOW program, including serving as staff to the Commission and the Steering Committee, leading the development of the OWOW Plan, administering planning contracts, facilitating extensive stakeholder processes, assembling the region's grant applications, contracting with DWR and administering grant agreements, and in some cases acting as a project proponent, or on behalf of a group of applicants. Where SAWPA is not a project proponent, it could also serve a project implementation role, in addition to functioning as a grant administrator, but that implementation role would be subject to a separate project agreement, analogous to the existing Project Agreements 22 and 23.
- I. All SAWPA Member Agencies have actively participated in the OWOW program and its governance and foresee continuing that participation.
- J. This project agreement is intended to describe SAWPA's activities, the responsibilities of the Parties, and the procedures SAWPA will follow with regard to the OWOW program.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed that:

1. This project agreement (PA25) defines the responsibilities of the Parties and the administrative procedures that will apply to the integrated regional water management program in the Santa Ana River watershed, known as OWOW. In accordance with Section 18 of the SAWPA Joint Powers Agreement, the SAWPA Member Agencies will govern the implementation of this PA25 through the SAWPA Commission.

2. Per Section 18 of SAWPA Joint Powers Agreement , all budget and operating decisions related to PA25 will be made by unanimous consent of the Parties. The Parties agree that, other than approval or amendment of the project budget in accordance with this PA25, no other decisions related to the activities addressed by this PA25 shall be deemed budget or operating decisions.
3. The Commission will have such authority as may be necessary to implement the provisions of this PA25 so long as expenditures are within the PA25 budget. Consistent with Section 29 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment of SAWPA funds which exceeds the PA25 budget must be approved by unanimous consent of the Parties. Any expenditures or contractual commitments within the designations and limitations of the approved PA25 budget shall be made on the authorization of a majority of the Commission and in accordance with all regular SAWPA administrative and operating policies.
4. SAWPA has funded all aspects of the OWOW program through State and federal grants and SAWPA Member Agency contributions. SAWPA also accounts for the project proponents' matching funds used for projects that receive grants. In the future, it is possible the OWOW program could also be financially supported by other cost-sharing by stakeholders or other sources of revenue not yet foreseen. How such funding would be utilized will be addressed through the PA25 project budget process. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the OWOW Program (PA25 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the Parties. The PA25 budget shall include costs for SAWPA administration of this PA25 and of the OWOW Program. If any PA25 Party fails or refuses to approve any PA25 budget, said budget shall be returned to the Commission for restudy and revision. In the event a PA25 budget acceptable to all of the Parties is not obtained prior to the start of the fiscal year, SAWPA shall continue to implement the OWOW Program at the level of total expenditure authorized by the last approved PA25 budget and shall continue to adhere to the requirements of any executed grant agreements related to OWOW projects or activities. The Parties shall be obligated to fund such obligations and activities to the same extent as in the previously approved PA25 budget. For administrative convenience, the PA25 budget shall be included with the SAWPA budget for approval by the Parties' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA25 budget shall not be unreasonably withheld by the Parties. SAWPA shall provide a quarterly report to the Commission of actual expenses relative to the approved PA25 budget.
5. OWOW Plan. Development and adoption of updates of the OWOW Plan is a core function of the RWMG. The SAWPA Commission relies on the Steering Committee to oversee development of plan updates and present them to the Commission for adoption. SAWPA staff will lead the stakeholder process and final drafting for any updates and will present drafts to the Steering Committee. SAWPA staff will, with Commission approval, seek grant funds to cover planning costs when available.
6. IRWM Implementation Grant Applications. When grant opportunities are available for IRWM implementation, SAWPA staff will administer the Steering Committee's solicitation, review, evaluation, and ranking of projects and the development of a recommendation to the Commission for a portfolio of projects for each grant opportunity. Contracting for any consultant support for this process in excess of the SAWPA General Manager's procurement authority would require approval by the Commission.

7. Other Grants. SAWPA will take advantage of opportunities to use the OWOW Plan and the OWOW process to support efforts by other entities in the watershed to obtain grants not specifically targeted to IRWM for projects related to IRWM. SAWPA may apply for grants that are not from the State's IRWM program and may use the OWOW Plan to support its application, but that SAWPA activity would not be pursuant to this project agreement. A decision for SAWPA to pursue other grants would be outside of this PA25 and would require action by the Commission.
8. Other Funds. Other funding opportunities beyond State grants might become available for IRWM planning or implementation in the future, including new cost-sharing approaches, other partners, private philanthropic grants, or other sources. Pursuing or accepting any such funding would require Commission action. This PA25 allows such other funds, if obtained, to be applied to OWOW activities.
9. IRWM Grant Administration. As an approved RWMG, SAWPA will continue its role of administering the IRWM program for the region, including executing and implementing grant agreements with the State. Where State grant funds may be used for grant administration, SAWPA will use grant funds for that purpose.
10. SAWPA as an IRWM Project Proponent. SAWPA, with Commission approval, may seek and accept grant funds from IRWM grant opportunities. In such a case, the SAWPA project will be competitively evaluated along with all other projects submitted for that grant round. In addition, one or more project proponents may agree with SAWPA to administer, manage or assist with the implementation of a project that receives grant funds. In that case, SAWPA's agreed upon project administration costs shall be accounted for as project costs, separate and distinct from grant administration costs. Arrangements for such services may be the subject of separate agreements between SAWPA and other entities. If the other participants in such an arrangement are all SAWPA member agencies, funds available to SAWPA for services in support of that project shall be approved in accordance with the budgeting process described in Section 4 above, or per any other applicable project agreement specific to that project. If the other participants in such an arrangement include non-member agencies, funds available to SAWPA for services in support of that project shall be approved in accordance with Project Agreement 26.
11. At the time of execution of this PA25, SAWPA has executed various agreements related to OWOW, including grant agreements with the State, subgrantee agreements related to specific projects or programs, and an MOU with several Orange County agencies related to IRWM grant funding. This PA25 does not amend, revise, or abrogate any existing agreements.
12. This PA25 addresses SAWPA's IRWM role in developing and updating the OWOW Plan; applying for, allocating, and administering IRWM grant funds from the State; and implementing any IRWM grant-funded projects for which SAWPA is the project proponent. With regard to other IRWM projects, SAWPA may also take on a project implementation role separately from its grant administration role, but that activity would be under a separate project agreement.

- 13. Any of the Parties may withdraw from this PA25 at any time upon not less than 60 days written notice to the other Parties . Obligations of the withdrawing Party , including any liabilities related to any grant agreement or other financing commitment associated with PA25, will be determined according to the PA25 budget then in effect or by the Commission. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this PA25.
- 14. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any Party to this PA25 without the prior written consent of the Commission.
- 15. This PA25 shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
- 16. Each signatory hereto warrants that the execution of this PA25 represents the approval of that Party's board of directors of this PA25.
- 17. This PA25 may be executed in counterparts.
- 18. The Recitals are incorporated herein and made an operative part of this PA25.
- 19. Except as otherwise specifically provided for in this PA25, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this PA25.

IN WITNESS WHEREOF, the signatories hereto have executed this PA25 to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY

By _____

Its _____

Approved as to Form:

By _____

Its _____

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

INLAND EMPIRE UTILITIES AGENCY

By _____

Its _____

Approved as to Form:

By _____

Its _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

WESTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

ORANGE COUNTY WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

SANTA ANA WATERSHED PROJECT AUTHORITY

PROJECT AGREEMENT 26

Roundtables/ Task Forces

THIS AGREEMENT is made on _____, 2019, by and between the **SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA")**, a joint powers agency created pursuant to Government Code Section 6500 et seq., and the following Member Agencies of SAWPA: **EASTERN MUNICIPAL WATER DISTRICT ("EASTERN"); INLAND EMPIRE UTILITIES AGENCY ("IEUA"); SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ("VALLEY"); WESTERN MUNICIPAL WATER DISTRICT ("WESTERN")**, and **ORANGE COUNTY WATER DISTRICT ("OCWD")**, all collectively referred to herein as "Parties."

RECITALS

- A. The Parties are all special districts with broad authority over water resources, including powers to develop, protect, and enhance water supply and reliability within the region and to protect and preserve the quality of the surface and subsurface water supplies within their respective boundaries. SAWPA is a Joint Powers Authority, formed by the other Parties pursuant to Government Code Section 6500 et seq., to serve as a regional entity to facilitate the collaborative development and regional implementation of a wide range of water resources strategies.
- B. The SAWPA Joint Powers Agreement, as amended, provides for SAWPA's exercise of the shared powers of the Member Agencies, and recognizes SAWPA shall function through the identification and implementation of specific projects. The JPA establishes that such specific projects will be administered through individual project agreements and by project committees when less than all of the SAWPA member agencies are participating.
- C. SAWPA was originally formed in 1967 to engage in watershed-scale water quality planning. During the 1970s, the agency was reformed as a project authority to implement projects in furtherance of the planning that had been done. From its beginning, SAWPA worked closely with the Santa Ana Regional Water Quality Control Board, and worked collaboratively with other stakeholders and agencies in the watershed. In 1984, SAWPA's purpose was broadened to encompass a wide range of water supply and water quality issues and activities.
- D. Throughout its existence, SAWPA has served as a resource and forum for collaboration between diverse stakeholders in the watershed to address regional interests. For this purpose, SAWPA has entered into dozens of agreements with varying entities about specific activities. These groups formed or served by these agreements have been called Roundtables or Task Forces. Unlike project committees under SAWPA's Joint Powers Agreement, Roundtables involve entities other than SAWPA Member Agencies, although sometimes one or more SAWPA Member Agencies are also participants.

- E. The SAWPA Commission has acted on behalf of all five SAWPA Member Agencies with regard to Roundtable and Task Forces agreements and activities, and desires to continue to do so. This project agreement intends to state SAWPA's process for participating in Roundtables or Task Forces.

COVENANTS

Based on the foregoing facts, and in consideration of the mutual covenants of the Parties, it is agreed that:

1. This project agreement (PA26) defines the responsibilities of the Parties and the administrative procedures that will apply to SAWPA's participation in various separately formed Roundtables or Task Forces or similar collaborations of varying combinations of SAWPA Member Agencies and other agencies and organizations. In accordance with Section 18 of the SAWPA Joint Powers Agreement, the SAWPA Member Agencies will govern the implementation of this PA26 through the SAWPA Commission.
2. Per Section 18 of the SAWPA Joint Powers Agreement, all budget and operating decisions related to PA26 will be made by unanimous consent of the Parties. The Parties agree that, other than approval or amendment of the project budget in accordance with this PA26, no other decisions related to the activities addressed by this PA26 shall be deemed to be budget or operating decisions.
3. The SAWPA Commission will have such authority as may be necessary to implement the provisions of this PA26 so long as expenditures are within the PA26 budget. Consistent with Section 29 of the SAWPA Joint Powers Agreement, any expenditure or contractual commitment of SAWPA funds which exceed the SAWPA contribution included in an approved PA26 budget must be approved by unanimous consent of the Parties. Any expenditures or contractual commitments within the designations and limitations of the approved PA26 budget shall be made on the authorization of a majority of the SAWPA Commission and in accordance with all regular SAWPA administrative and operating policies.
4. Each Roundtable or Task Force will be the subject of a separate agreement that describes the roles and responsibilities, including cost-sharing obligations, of all the participants. According to the specific Roundtable or Task Force agreement, SAWPA may participate as a member of the Roundtable or Task Force, and may contribute funds to such efforts, if the SAWPA Commission approves such an agreement and budgets funds for that purpose. In other cases, SAWPA may agree to administer or facilitate the Roundtable or Task Force, in which case it will recover the cost of such service from the cost-sharing participants in the agreement. All such financial arrangements will be reflected in the PA26 budget developed, adopted, and approved as described below. If SAWPA provides services to any Roundtable or Task Force without reimbursement, the cost of such services shall be accounted for as an in-kind contribution, and the value must be addressed in the PA26 budget with an identified funding source.
5. In conjunction with each SAWPA budget, SAWPA shall prepare a budget for the active Roundtables and Task Forces (PA26 budget) that shall address the sources and uses of funds and the respective financial obligations and functions of the Parties. The budget shall include costs

for SAWPA administration of this PA26 and of the various Roundtables and Task Forces, as well as any direct financial contribution of SAWPA to any of those activities. If any PA26 Party fails or refuses to approve any PA26 budget, said budget shall be returned to the SAWPA Commission for restudy and revision. In the event a budget acceptable to all of the Parties is not obtained prior to the start of the fiscal year, SAWPA shall continue to implement the existing Roundtables and Task Forces at the level of total expenditure authorized by the last approved PA26 budget and shall continue to adhere to the requirements of any executed cost sharing or grant agreements related to such Roundtables and Task Forces. The Parties shall be obligated to fund such obligations and activities to the same extent as in the previously approved budget. For administrative convenience, the PA26 budget shall be included with the SAWPA budget for approval by the Parties' governing boards per the SAWPA Joint Powers Agreement. Approval of the proposed PA26 budget shall not be unreasonably withheld by the Parties. SAWPA shall provide a quarterly report to the SAWPA Commission of actual expenses relative to the approved budget.

6. Initiation of any new Roundtable or Task Force, or of SAWPA's participation in such an activity, that involves a financial or in-kind contribution by SAWPA exceeding the General Manager's authority requires SAWPA Commission approval. All currently active Roundtables or Task Forces will be included in a report provided to the SAWPA Commission quarterly with a concise summary of the group's purpose and recent activities.
7. A decision to terminate participation in any Roundtable or Task Force for which an agreement was approved by the SAWPA Commission requires SAWPA Commission approval. Roundtables or Task Forces that fulfill their purpose, have other partners terminate their involvement, have other partners fail to agree upon a work plan or cost-sharing for more than one year, or become inactive for more than one year will be reported to the SAWPA Commission in a regular quarterly report.
8. Any of the Parties may withdraw from this PA26 at any time upon not less than 60 days written notice to the other Parties. Obligations of the withdrawing Party, including any liabilities related to any grant agreement or other financing commitment associated with PA26, will be determined according to the PA26 budget then in effect or by the SAWPA Commission. Pursuant to Section 8 of the SAWPA Joint Powers Agreement, no withdrawal shall relieve the withdrawing Party from financial obligations theretofore incurred by it under this PA26.
9. No right, duty, or obligation of whatever kind or nature created herein will be assigned by any Party to this PA26 without the prior written consent of SAWPA.
10. This PA26 shall inure to the benefit of and bind the successors and assigns of the Parties hereto.
11. Each signatory hereto warrants that the execution of this PA26 represents the approval of that Party's board of directors of this PA26.
12. This PA26 may be executed in counterparts.
13. The Recitals are incorporated herein and made an operative part of this PA26.
14. Except as otherwise specifically provided for in this PA26, the provisions of the SAWPA Joint Powers Agreement, as amended, shall be controlling in regard to the performance of this PA26.

IN WITNESS WHEREOF, the signatories hereto have executed this PA26 to be effective as of the day and year first written above.

SANTA ANA WATERSHED PROJECT AUTHORITY

By _____

Its _____

Approved as to Form:

By _____

Its _____

EASTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

INLAND EMPIRE UTILITIES AGENCY

By _____

Its _____

Approved as to Form:

By _____

Its _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

WESTERN MUNICIPAL WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

ORANGE COUNTY WATER DISTRICT

By _____

Its _____

Approved as to Form:

By _____

Its _____

**ACTION
ITEM
1D**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-5 Expansion Construction Office Trailer Complex Purchase

Executive Summary:

In June 2017, the design of the Regional Water Recycling Plant No. 5 (RP-5) Expansion Project began. After two years of design, Parsons (project design engineer) has completed the final design plans and specifications.

Inland Empire Utilities Agency (IEUA) Engineering and Construction Management staff has been preparing for the bid phase and the construction phase of the project. With the construction duration expected to take four years and the complexity associated with the RP-5 Expansion project, IEUA staff determined a construction management office trailer complex is necessary to facilitate the collaboration between the design engineer, construction management consultant, and IEUA staff. IEUA staff sought proposals from three office trailer vendors; however, only one responded, Willscot. IEUA staff met with Willscot to design and plan the desired office trailer complex.

IEUA staff recommends the purchase of the construction management office trailer complex in the amount of \$453,468.

Staff's Recommendation:

1. Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
2. Authorize the General Manager to execute the purchase, subject to non-substantive changes.

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

Account/Project Name:

EN19001.00 - RP-5 Expansion to 30 MGD

EN19006.00 - RP-5 Biosolids Facility

Fiscal Impact (explain if not budgeted):

Per the RP-5 Expansion Update and Financial Workshop provided to the Board of Directors in September 2019, the total project cost is estimated to be \$362,962,604, while the approved budget is \$340,000,000. Request for additional budget will be made at the time of construction contract award, if necessary.

Full account coding (internal AP purposes only): 1000 - 10900 - 595000 - 127155 Project No.: EN19001/EN19006
1000 - 10900 - 595000 - 127155

Prior Board Action:

None.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Purchase Agreement ([Click to Download](#))

Attachment 1

Regional Plant No. 5 Expansion

Construction Management Trailer Complex Purchase,
Construction Management Services Contract Award, &
Engineering Services During Construction Contract Amendment
Project Nos. EN19001 and EN19006



Christiana Daisy, P.E.
November 2019

Presentation Agenda

- Project Location
- Item 1: Construction Management Trailer Purchase
- Item 2: Construction Management Services Contract Award
- Item 3: Engineering Services During Construction Contract Amendment
- RP-5 Expansion Project Budget and Schedule
- Recommendations

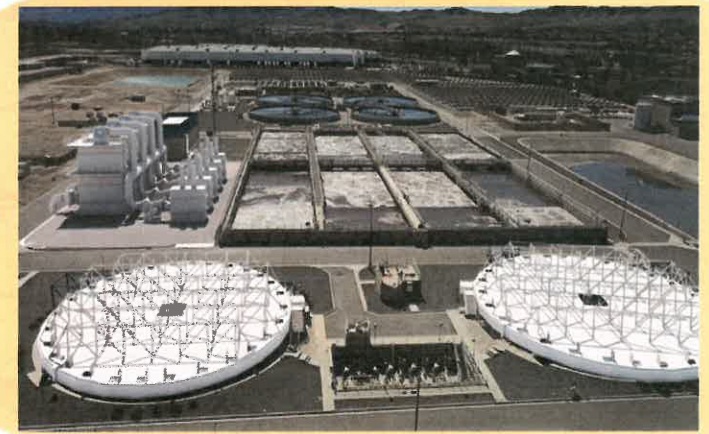
Project Location – RP-5 Expansion

Office Trailer Location



RP-5 Facility

Liquid Expansion

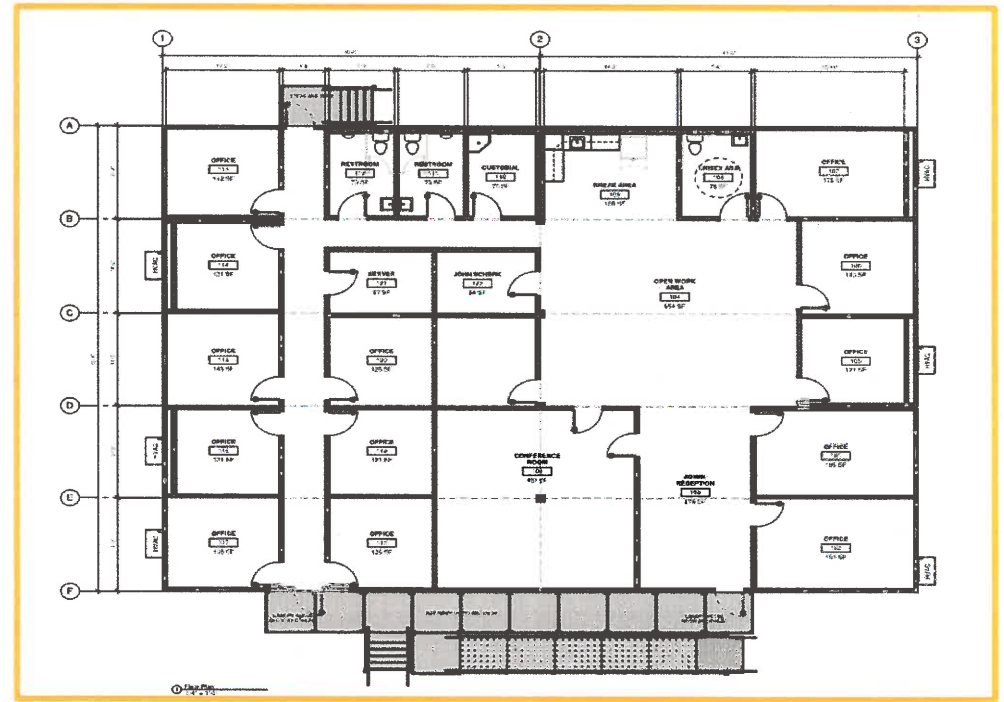


Biosolids Facility



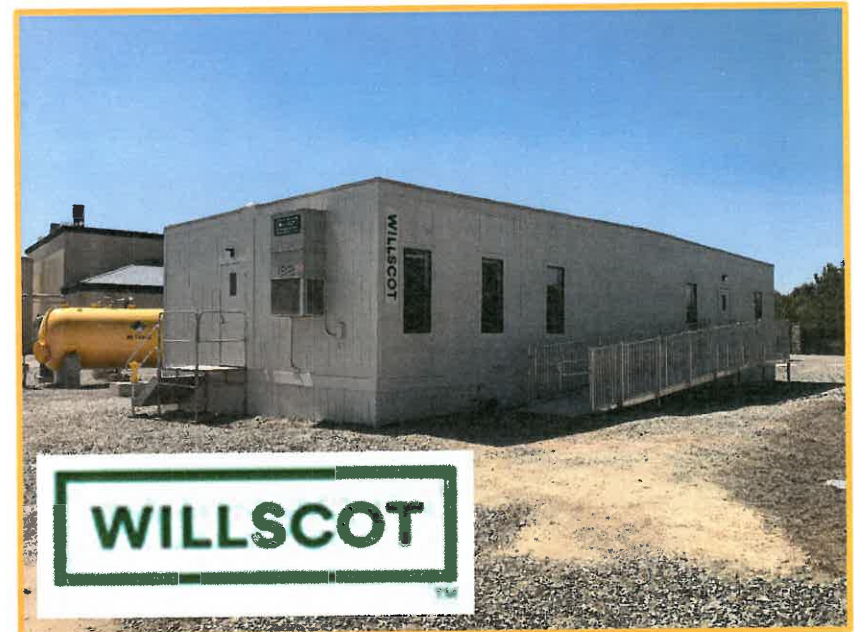
Item 1: Construction Management Trailer Complex

- Mobile Office Trailer
 - Construction phase for RP-5 Expansion estimated to be 4 years
 - 80 ft by 60 ft trailer
 - 13 offices
 - One conference room
 - For use of staff from (~20 people):
 - IEUA Construction Management
 - Construction Management Firm
 - Design Engineer - Parsons



Item 1: Trailer Manufacturer Selection

- IEUA staff sought proposals from three office trailer vendors
 - Two vendors were non-responsive
 - Willscot met with IEUA staff to develop office trailer layout
 - Willscot has recently provided office trailers for IEUA
- Trailer Complex Purchase Price: \$453,468



Item 2: Construction Management Firm Selection

- Four proposals received on August 29, 2019
- Selection Committee held interviews September 10-11, 2019
 - Panel included
 - IEUA Engineering and O&M Department staff
 - Member Agencies (City of Chino)
 - External Partner- Eastern Municipal Water District
- Evaluation criteria for selection:
 - Qualifications and experience
 - Project scope understanding
 - Ability to meet project schedule
- Arcadis Fee for Services: \$21,125,523

Proposals Received
Arcadis
Carollo
CDM Smith
Jacobs

Item 3: Engineering Services During Construction

- Design contract awarded to Parsons in May 2017
- Services provided during construction:
 - Bidding Services
 - Attend Project Meetings
 - Shop Drawing Review
 - Review of Vendor Tests, Certifications, Reports
 - Respond to Requests for Information (RFI)
 - Change Order Assistance (Design Modifications)
 - Final Record Drawings
 - Factory Inspection
 - O&M Manuals General
 - Start-Up Assistance
 - Inclusion of Constructability Review
 - Minor Design Modifications
- Parsons' Fee for Services: \$12,589,469



RP-5 Expansion Model

Project Budget and Schedule

EN19001 and EN19006

Description	Estimated Cost
Design Services	\$23,402,612
Consultant Design Contract	\$19,068,704
Other Design Services	\$4,333,908
Construction Services	\$37,168,460
Construction Trailer	\$453,468
Construction Management Services	\$21,125,523
Eng. Services During Construction	\$12,589,469
Other Construction Services	\$3,000,000
Construction	\$302,392,000
Construction (estimate)	\$281,392,000
Contingency (~7.5%)	\$21,000,000
Total Project Cost:	\$362,963,072
Total Project Budget:	\$340,000,000

Project Milestone	Date
Design	
✓ Consultant Design Contract Award	May 2017
✓ 30% Design Completion	December 2017
✓ 50% Design Completion	July 2018
✓ 90% Design Completion	June 2019
✓ Final Design Completion	October 2019
Construction	
Construction Bid Phase	October 2019
Construction Contract Award	April 2020
Solids Facility Completion	April 2023
Liquids Construction Completion	April 2024

***Total project budget will be reconciled as necessary after bids are opened.



Recommendations

Item 1: Construction Management Trailer Complex Purchase

- Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
- Authorize the General Manager to execute the purchase, subject to non-substantive changes.

Item 2: Construction Management Services Contract Award

- Award of a consulting construction management services contract for the RP-5 Expansion Project to Arcadis for the not-to exceed amount of \$21,125,523; and
- Authorize the General Manager to execute the consulting engineering services contract, subject to non-substantive changes

Item 3: Engineering Services During Construction Contract Amendment

- Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$12,589,469; and
- Authorize the General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes

The RP-5 Liquids Treatment Expansion Project is consistent with ***IEUA's Business Goal of Wastewater Management***, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

**ACTION
ITEM
1E**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-5 Expansion Project Construction Management Consultant Contract Award

Executive Summary:

In June 2017, the design of the Regional Water Recycling Plant No. 5 (RP-5) Expansion Project began. After two years of design, Parsons (project design engineer) has completed the final design plans and specifications.

During the design of the project, Inland Empire Utilities Agency (IEUA) staff determined that a construction management firm would be required due to the long duration and complexity of construction and the amount of resources needed to manage construction. As the project progressed through design, IEUA staff began a lengthy and engaging procurement method to select a qualified construction management services firm that will assist IEUA during the construction phase of the RP-5 Expansion Project.

On August 26, 2019, IEUA received four proposals for construction management services. A review committee consisting of IEUA staff and external member agencies reviewed the proposals. Based on the firm's qualifications, experience, capability, and understanding of the scope, the committee unanimously selected Arcadis as the most qualified consultant to perform the work.

Staff's Recommendation:

1. Award a construction management services consultant contract for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Arcadis for the not-to-exceed amount of \$21,125,523; and
2. Authorize the General Manager to execute the construction management services consultant contract, subject to non-substantive changes.

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

Account/Project Name:

EN19001.00 - RP-5 Expansion to 30 MGD

EN19006.00 - RP-5 Biosolids Facility

Fiscal Impact (explain if not budgeted):

Per the RP-5 Expansion Update and Financial Workshop provided to the Board of Directors in September 2019, the total project cost is estimated to be \$362,962,604, while the approved budget is \$340,000,000. Request for additional budget will be made at the time of construction contract award, if necessary.

Prior Board Action:

None.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Contract (Click to Download)

Attachment 1

Regional Plant No. 5 Expansion

Construction Management Trailer Complex Purchase,
Construction Management Services Contract Award, &
Engineering Services During Construction Contract Amendment
Project Nos. EN19001 and EN19006



Christiana Daisy, P.E.
November 2019

Presentation Agenda

- Project Location
- Item 1: Construction Management Trailer Purchase
- Item 2: Construction Management Services Contract Award
- Item 3: Engineering Services During Construction Contract Amendment
- RP-5 Expansion Project Budget and Schedule
- Recommendations

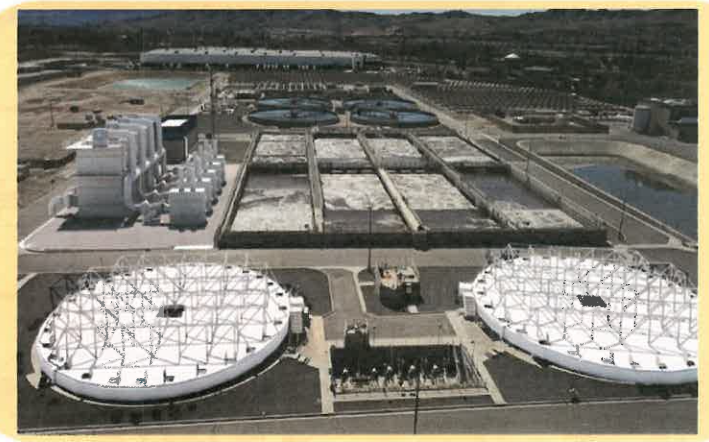
Project Location – RP-5 Expansion

Office Trailer Location



RP-5 Facility

Liquid Expansion

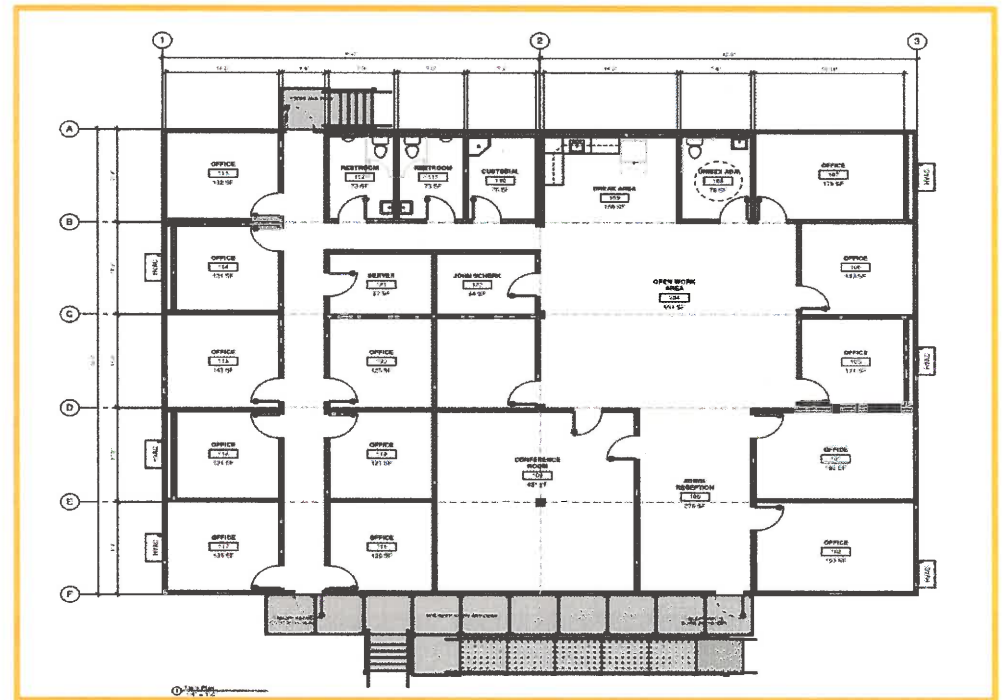


Biosolids Facility



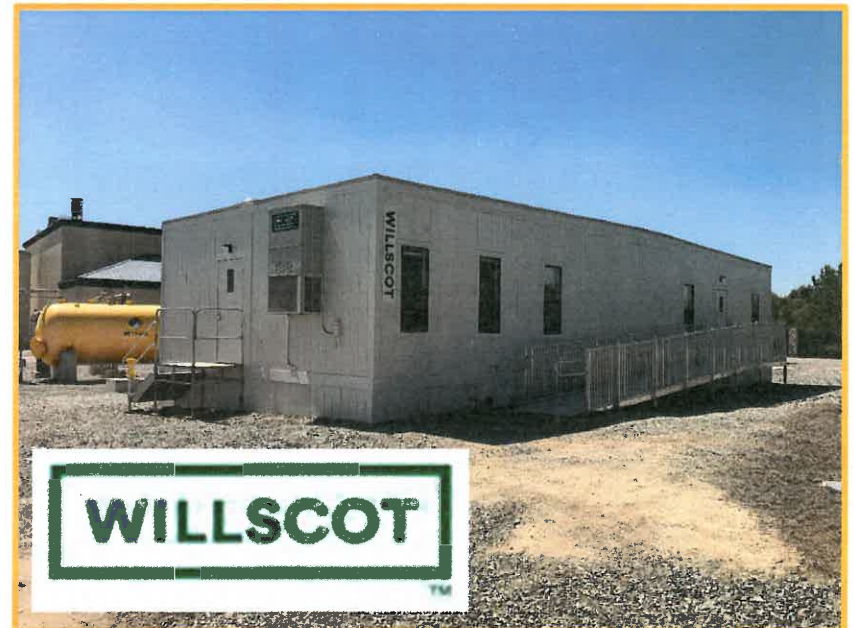
Item 1: Construction Management Trailer Complex

- Mobile Office Trailer
 - Construction phase for RP-5 Expansion estimated to be 4 years
 - 80 ft by 60 ft trailer
 - 13 offices
 - One conference room
 - For use of staff from (~20 people):
 - IEUA Construction Management
 - Construction Management Firm
 - Design Engineer - Parsons



Item 1: Trailer Manufacturer Selection

- IEUA staff sought proposals from three office trailer vendors
 - Two vendors were non-responsive
 - Willscot met with IEUA staff to develop office trailer layout
 - Willscot has recently provided office trailers for IEUA
- Trailer Complex Purchase Price: \$453,468



Item 2: Construction Management Firm Selection

- Four proposals received on August 29, 2019
- Selection Committee held interviews September 10-11, 2019
 - Panel included
 - IEUA Engineering and O&M Department staff
 - Member Agencies (City of Chino)
 - External Partner- Eastern Municipal Water District
- Evaluation criteria for selection:
 - Qualifications and experience
 - Project scope understanding
 - Ability to meet project schedule
- Arcadis Fee for Services: \$21,125,523

Proposals Received
Arcadis
Carollo
CDM Smith
Jacobs

Item 3: Engineering Services During Construction

- Design contract awarded to Parsons in May 2017
- Services provided during construction:
 - Bidding Services
 - Attend Project Meetings
 - Shop Drawing Review
 - Review of Vendor Tests, Certifications, Reports
 - Respond to Requests for Information (RFI)
 - Change Order Assistance (Design Modifications)
 - Final Record Drawings
 - Factory Inspection
 - O&M Manuals General
 - Start-Up Assistance
 - Inclusion of Constructability Review
 - Minor Design Modifications
- Parsons' Fee for Services: \$12,589,469



RP-5 Expansion Model

Project Budget and Schedule

EN19001 and EN19006

Description	Estimated Cost
Design Services	\$23,402,612
Consultant Design Contract	\$19,068,704
Other Design Services	\$4,333,908
Construction Services	\$37,168,460
Construction Trailer	\$453,468
Construction Management Services	\$21,125,523
Eng. Services During Construction	\$12,589,469
Other Construction Services	\$3,000,000
Construction	\$302,392,000
Construction (estimate)	\$281,392,000
Contingency (~7.5%)	\$21,000,000
Total Project Cost:	\$362,963,072
Total Project Budget:	\$340,000,000

Project Milestone	Date
Design	
✓ Consultant Design Contract Award	May 2017
✓ 30% Design Completion	December 2017
✓ 50% Design Completion	July 2018
✓ 90% Design Completion	June 2019
✓ Final Design Completion	October 2019
Construction	
Construction Bid Phase	October 2019
Construction Contract Award	April 2020
Solids Facility Completion	April 2023
Liquids Construction Completion	April 2024

***Total project budget will be reconciled as necessary after bids are opened.



Recommendations

Item 1: Construction Management Trailer Complex Purchase

- Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
- Authorize the General Manager to execute the purchase, subject to non-substantive changes.

Item 2: Construction Management Services Contract Award

- Award of a consulting construction management services contract for the RP-5 Expansion Project to Arcadis for the not-to exceed amount of \$21,125,523; and
- Authorize the General Manager to execute the consulting engineering services contract, subject to non-substantive changes

Item 3: Engineering Services During Construction Contract Amendment

- Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$12,589,469; and
- Authorize the General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes

The RP-5 Liquids Treatment Expansion Project is consistent with ***IEUA's Business Goal of Wastewater Management***, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

**ACTION
ITEM
1F**



LAB for

Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-5 Expansion Engineering During Construction Contract Amendment

Executive Summary:

In June 2017, the design of the Regional Water Recycling Plant No. 5 Expansion (RP-5) began. After two years of design, Parsons (project design engineer) has completed the final design plans and specifications.

As the design documents neared completion, Inland Empire Utilities Agency (IEUA) staff worked with Parsons to negotiate the engineering services during construction scope and fee. These services are needed to ensure that the General Contractor constructs the project per Parsons' design intent and any engineering services needed to facilitate potential technical issues.

Due to Parsons' in-depth knowledge with the project scope and design, IEUA staff recommends that the engineering services during construction for the RP-5 Liquids Expansion and RP-5 Solids Treatment Facility be awarded to Parsons as an amendment to their design contract for the not-to-exceed amount of \$12,589,469.

Staff's Recommendation:

1. Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for a not-to-exceed amount of \$12,589,469; and
2. Authorize the General Manager to execute the consultant contract amendment, subject to non-substantive changes.

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

Account/Project Name:

EN19001.00 - RP-5 Expansion to 30 MGD

EN19006.00 - RP-5 Biosolids Facility

Fiscal Impact (explain if not budgeted):

Per the RP-5 Expansion Update and Financial Workshop provided to the Board of Directors in September 2019, the total project cost is estimated to be \$362,962,604, while the approved budget is \$340,000,000. Request for additional budget will be made at the time of construction contract award, if necessary.

Prior Board Action:

On August 21, 2019, the Board of Directors approved an amendment for \$517,494.

On March 20, 2019, the Board of Directors approved an amendment for \$495,979.

On May 17, 2017, the Board of Directors approved an amendment for design for \$17,993,680.

On March 15, 2017, the Board of Directors adopted the RP-1 and RP-5 Expansion Preliminary Design Report (PDR).

On January 20, 2016 the Board of Directors approved the PDR contract award for \$2,431,598.

Environmental Determination:

Program Environmental Impact Report (Finding of Consistency)

A Finding of Consistency with IEUA's Program Environmental Impact Report and a CEQA Plus evaluation for SRF Loan Funding have been completed.

Business Goal:

The RP-5 Liquids Treatment Expansion Project is consistent with the Agency's Business Goal of Wastewater Management, specifically the Water Quality objective 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 - PowerPoint

Attachment 2 - Contract Amendment ([Click to Download](#))

Attachment 1

Regional Plant No. 5 Expansion

Construction Management Trailer Complex Purchase,
Construction Management Services Contract Award, &
Engineering Services During Construction Contract Amendment
Project Nos. EN19001 and EN19006



Christiana Daisy, P.E.
November 2019

Presentation Agenda

- Project Location
- Item 1: Construction Management Trailer Purchase
- Item 2: Construction Management Services Contract Award
- Item 3: Engineering Services During Construction Contract Amendment
- RP-5 Expansion Project Budget and Schedule
- Recommendations

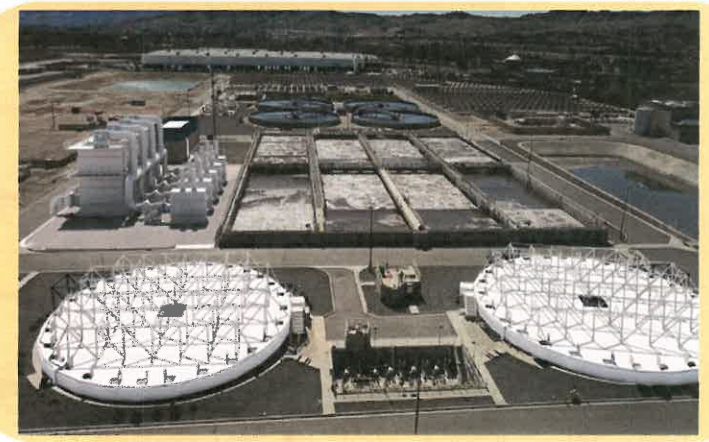
Project Location – RP-5 Expansion

Office Trailer Location

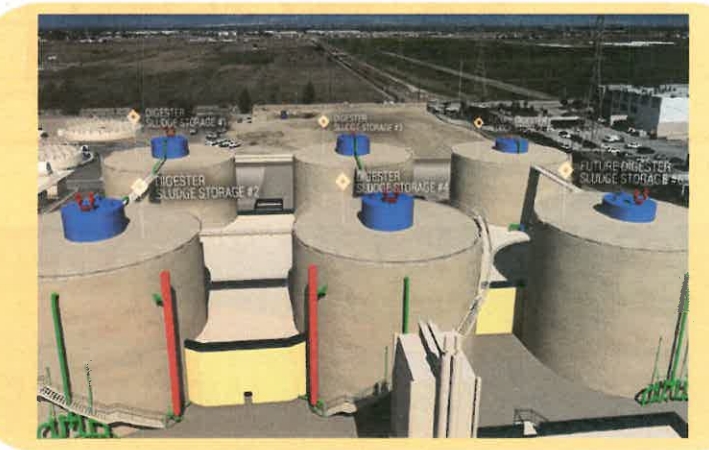


RP-5 Facility

Liquid Expansion

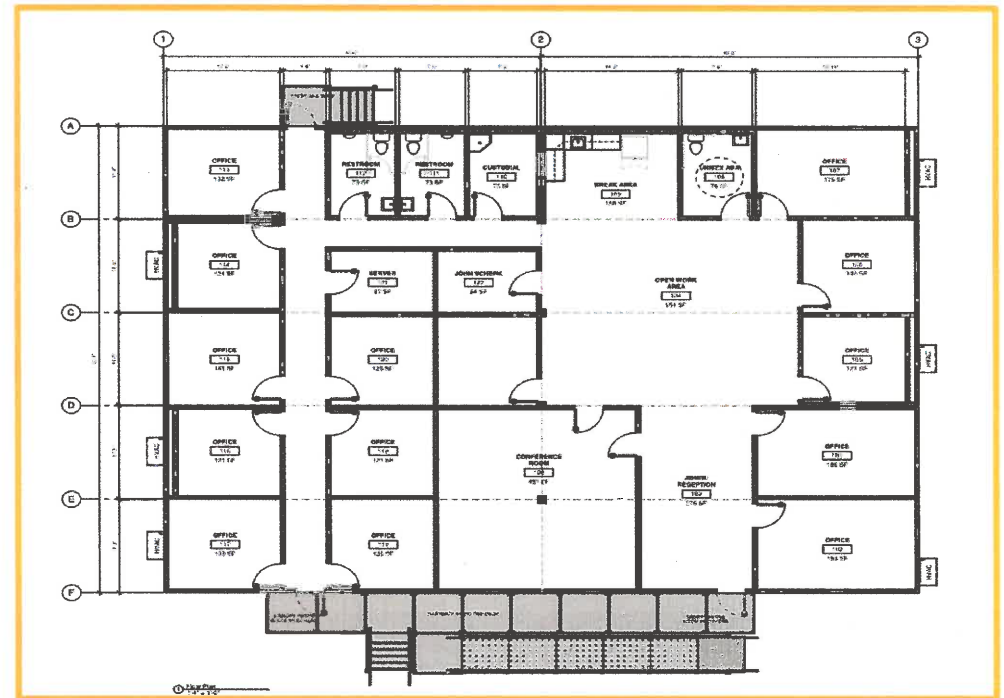


Biosolids Facility



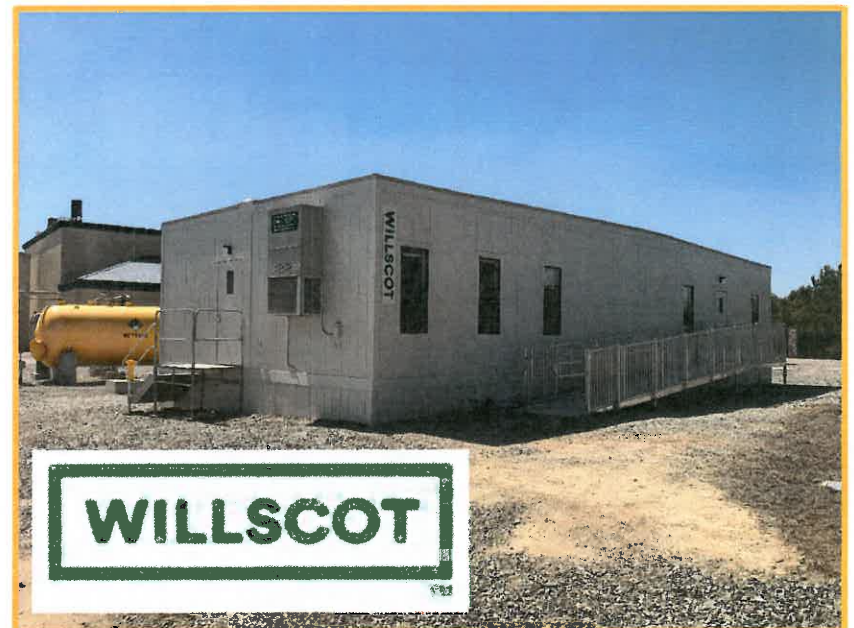
Item 1: Construction Management Trailer Complex

- Mobile Office Trailer
 - Construction phase for RP-5 Expansion estimated to be 4 years
 - 80 ft by 60 ft trailer
 - 13 offices
 - One conference room
 - For use of staff from (~20 people):
 - IEUA Construction Management
 - Construction Management Firm
 - Design Engineer - Parsons



Item 1: Trailer Manufacturer Selection

- IEUA staff sought proposals from three office trailer vendors
 - Two vendors were non-responsive
 - Willscot met with IEUA staff to develop office trailer layout
 - Willscot has recently provided office trailers for IEUA
- Trailer Complex Purchase Price: \$453,468



Item 2: Construction Management Firm Selection

- Four proposals received on August 29, 2019
- Selection Committee held interviews September 10-11, 2019
 - Panel included
 - IEUA Engineering and O&M Department staff
 - Member Agencies (City of Chino)
 - External Partner- Eastern Municipal Water District
- Evaluation criteria for selection:
 - Qualifications and experience
 - Project scope understanding
 - Ability to meet project schedule
- Arcadis Fee for Services: \$21,125,523

Proposals Received
Arcadis
Carollo
CDM Smith
Jacobs

Item 3: Engineering Services During Construction

- Design contract awarded to Parsons in May 2017
- Services provided during construction:
 - Bidding Services
 - Attend Project Meetings
 - Shop Drawing Review
 - Review of Vendor Tests, Certifications, Reports
 - Respond to Requests for Information (RFI)
 - Change Order Assistance (Design Modifications)
 - Final Record Drawings
 - Factory Inspection
 - O&M Manuals General
 - Start-Up Assistance
 - Inclusion of Constructability Review
 - Minor Design Modifications
- Parsons' Fee for Services: \$12,589,469



RP-5 Expansion Model

Project Budget and Schedule

EN19001 and EN19006

Description	Estimated Cost
Design Services	\$23,402,612
Consultant Design Contract	\$19,068,704
Other Design Services	\$4,333,908
Construction Services	\$37,168,460
Construction Trailer	\$453,468
Construction Management Services	\$21,125,523
Eng. Services During Construction	\$12,589,469
Other Construction Services	\$3,000,000
Construction	\$302,392,000
Construction (estimate)	\$281,392,000
Contingency (~7.5%)	\$21,000,000
Total Project Cost:	\$362,963,072
Total Project Budget:	\$340,000,000

Project Milestone	Date
Design	
✔ Consultant Design Contract Award	May 2017
✔ 30% Design Completion	December 2017
✔ 50% Design Completion	July 2018
✔ 90% Design Completion	June 2019
✔ Final Design Completion	October 2019
Construction	
Construction Bid Phase	October 2019
Construction Contract Award	April 2020
Solids Facility Completion	April 2023
Liquids Construction Completion	April 2024

***Total project budget will be reconciled as necessary after bids are opened.

Recommendations

Item 1: Construction Management Trailer Complex Purchase

- Authorize the purchase of a construction management office trailer complex for the RP-5 Expansion, Project Nos. EN19001 and EN19006, from Willscot in the amount of \$453,468; and
- Authorize the General Manager to execute the purchase, subject to non-substantive changes.

Item 2: Construction Management Services Contract Award

- Award of a consulting construction management services contract for the RP-5 Expansion Project to Arcadis for the not-to exceed amount of \$21,125,523; and
- Authorize the General Manager to execute the consulting engineering services contract, subject to non-substantive changes

Item 3: Engineering Services During Construction Contract Amendment

- Approve a consultant contract amendment for engineering design services during construction for the RP-5 Expansion, Project Nos. EN19001 and EN19006, to Parsons Water and Infrastructure Inc., for the not-to-exceed amount of \$12,589,469; and
- Authorize the General Manager to execute the consulting engineering services contract amendment, subject to non-substantive changes

The RP-5 Liquids Treatment Expansion Project is consistent with ***IEUA's Business Goal of Wastewater Management***, specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

**ACTION
ITEM
1G**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Lower Day Basin Improvements Construction Contract Award

Executive Summary:

The Lower Day Basin Improvements, Project No. RW15004, part of the Recharge Master Plan Update Projects, will capture and recharge up to an additional 993 acre-feet of stormwater for the Chino Basin region. The project will modify an adjacent stormwater channel to increase diversion flow rate from 70 cubic feet per second (cfs) to 600 cfs with a 15-foot wide and 10-foot high adjustable pneumatic diversion gate. This new structure will allow the facility to capture and recharge higher volumes of stormwater before leaving the region. The project will also add gate structures to increase and control water storage in the facility's recharge cells. This project is 100-percent reimbursed by Chino Basin Watermaster. Additionally, \$1,125,000 of the total project is funded by grants from California Department of Water Resources, Santa Ana Watershed Project Authority, and United States Department of the Interior's Bureau of Reclamation.

On July 11, 2019, Inland Empire Utilities Agency (IEUA) prequalified eight general contractors to bid on the project. On October 1, 2019, five bids were received. Ferreira Coastal Construction Co. was deemed the lowest responsive bidder with a bid price of \$2,998,000, which was under the engineer's estimate of \$3,507,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Staff's Recommendation:

1. Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
2. Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

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

Account/Project Name:

RW15004/Lower Day Basin Improvements

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On June 21, 2017, the Board of Directors approved the consulting engineering services contract for the Recharge Master Plan Update Basin Improvement Projects, Project Nos. RW15003 and RW15004, to Carollo Engineering, Inc., for the not-to-exceed amount of \$1,510,628.

On April 20, 2016, the Board of Directors adopted the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring, and Reporting Program.

Environmental Determination:

Negative Declaration

IEUA processed a Mitigated Negative Declaration for this project. A copy of the Notice of Determination is attached.

Business Goal:

The Lower Day Basin Improvements Project is consistent with the IEUA's Business Goal of Water Reliability, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Construction Contract

Attachment 4 - Negative Declaration

Attachment 1



Background

Subject: Construction Contract Award – Lower Day Basin Improvement

In 2013, Inland Empire Utilities Agency (IEUA) and Chino Basin Watermaster (Watermaster) approved a series of proposed recharge enhancement projects under the Recharge Master Plan Update (RMPU). The Lower Day Basin Improvement Project is a part of the RMPU. This project captures and recharges up to an additional 993 acre-feet of stormwater for the Chino Basin region. The project will modify an adjacent stormwater channel to increase diversion flow rate from 70 cubic feet per second (cfs) to 600 cfs with a 15-foot wide and 10-foot high adjustable pneumatic diversion gate. This new structure will allow the facility to capture and recharge high volumes of stormwater before leaving the region. The project will also add gate structures to increase and control water storage in the facility's recharge cells. Carollo Engineers prepared the construction plans and will continue to provide engineering services during construction.

On July 11, 2019, Inland Empire Utilities Agency (IEUA) pre-qualified eight general contractors to bid on the project. On July 22, 2019, IEUA released an invitation for bids to the eligible contractors through PlanetBids. On October 1, 2019, the following five bids were received:

Bidder's Name	Total Price
Ferreira Coastal Construction Co.	\$2,988,000
JF Shea Construction, Inc.	\$3,438,570
Norstar Plumbing and Engineering, Inc.	\$3,499,000
WA Rasic Construction Company, Inc.	\$4,559,600
MNR Construction, Inc.	\$4,737,400
Engineer's Estimate	\$3,507,000

Ferreira Coastal Construction Co. (Ferreira) was the lowest responsive bidder with a bid price of \$2,988,000. Ferreira was pre-qualified by presenting the required experience performing similar projects with other utilities and cities, showing good workmanship and responsiveness. Ferreira's bid forms met the required submittal and demonstrated a good faith effort to solicit for Disadvantaged Business Enterprise.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$556,300
Preliminary Design (actual cost)	\$230,700
Design (actual cost)	\$241,800
Environmental/Permits/Bid (actual cost)	\$83,800
Construction Services	\$194,800
Design Consultant Construction Services (actual cost)	\$100,000
IEUA Construction Services	\$94,800
Construction	\$3,256,900
Construction Contract (actual cost)	\$2,988,000
Contingency (~9%)	\$268,900
Total Project Cost:	\$4,008,000
Total Project Budget:	\$4,008,000

The following is the project schedule:

Project Milestone	Date
Construction Contract Award	November 2019
Construction Completion	December 2020

Fiscal Impact:

If approved, the construction contract for the Lower Day Basin Improvements, Project No. RW15004.00, in the amount of \$2,988,000, will be within the total project budget of \$4,008,000.

This project is 100-percent reimbursed by Watermaster as part of the RMPU project under Task Order Agreement No. 2 of the Master Agreement of 2014 between IEUA and Watermaster.

The above total budget is offset with a \$1,125,000 million of grant funding from the following:

- \$750,000 by the California Department of Water Resources and Santa Ana Watershed Project Authority through the Proposition 84 Integrated Regional Water Management Program (Agreement No. 4600010590)
- \$375,000 is provided by United States Department of the Interior's Bureau of Reclamation through the Groundwater Recharge Yield Enhancement Conjunctive Use Project for Stormwater Capture (Agreement No. R15AP00151)

Additionally, the remaining project cost without grants is also approved for low-cost financing through the Clean Water State Revolving Fund (CWSRF) program. The final financing agreement for SRF is pending.

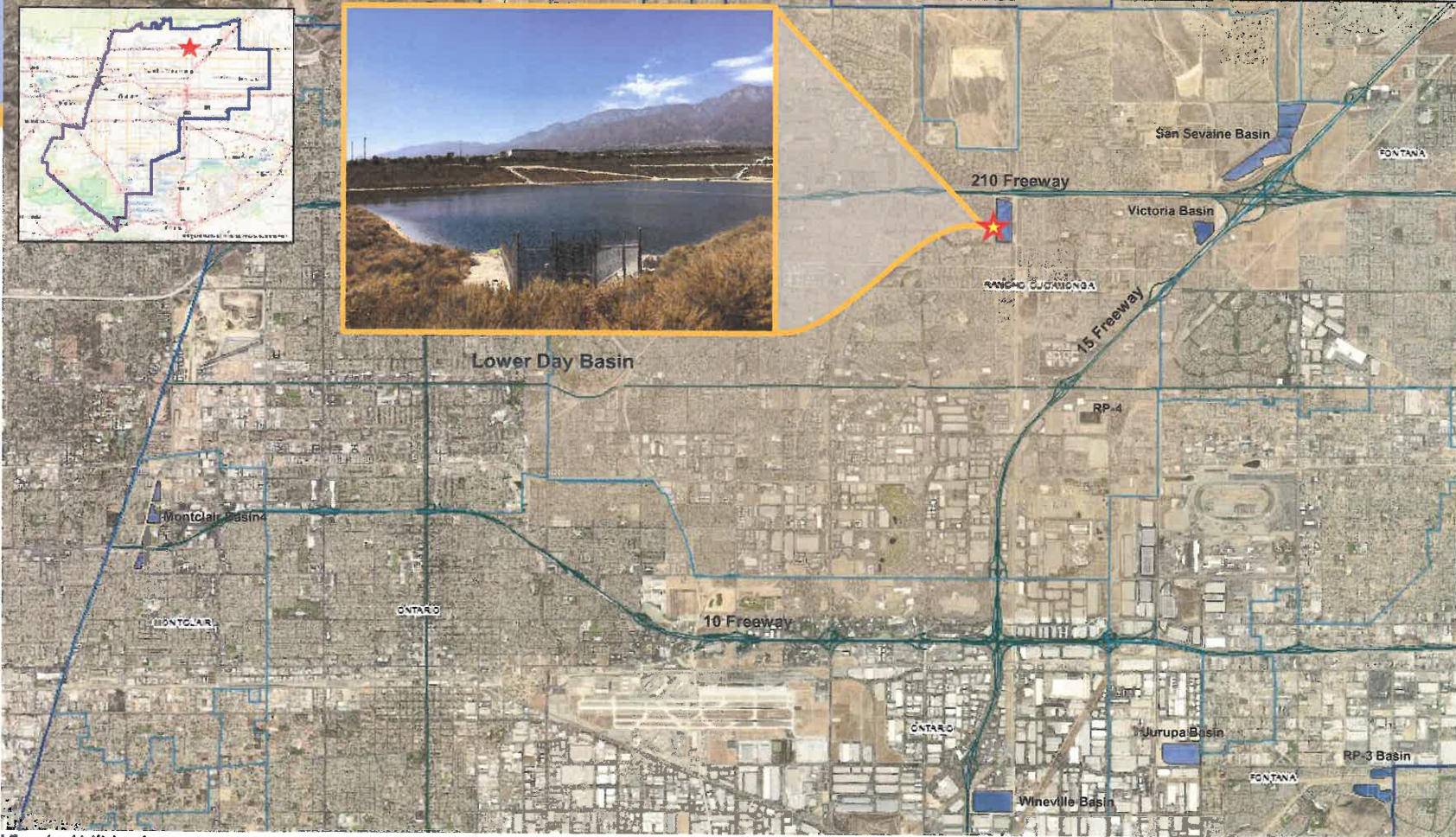
Attachment 2

Lower Day Basin Improvements Construction Contract Award

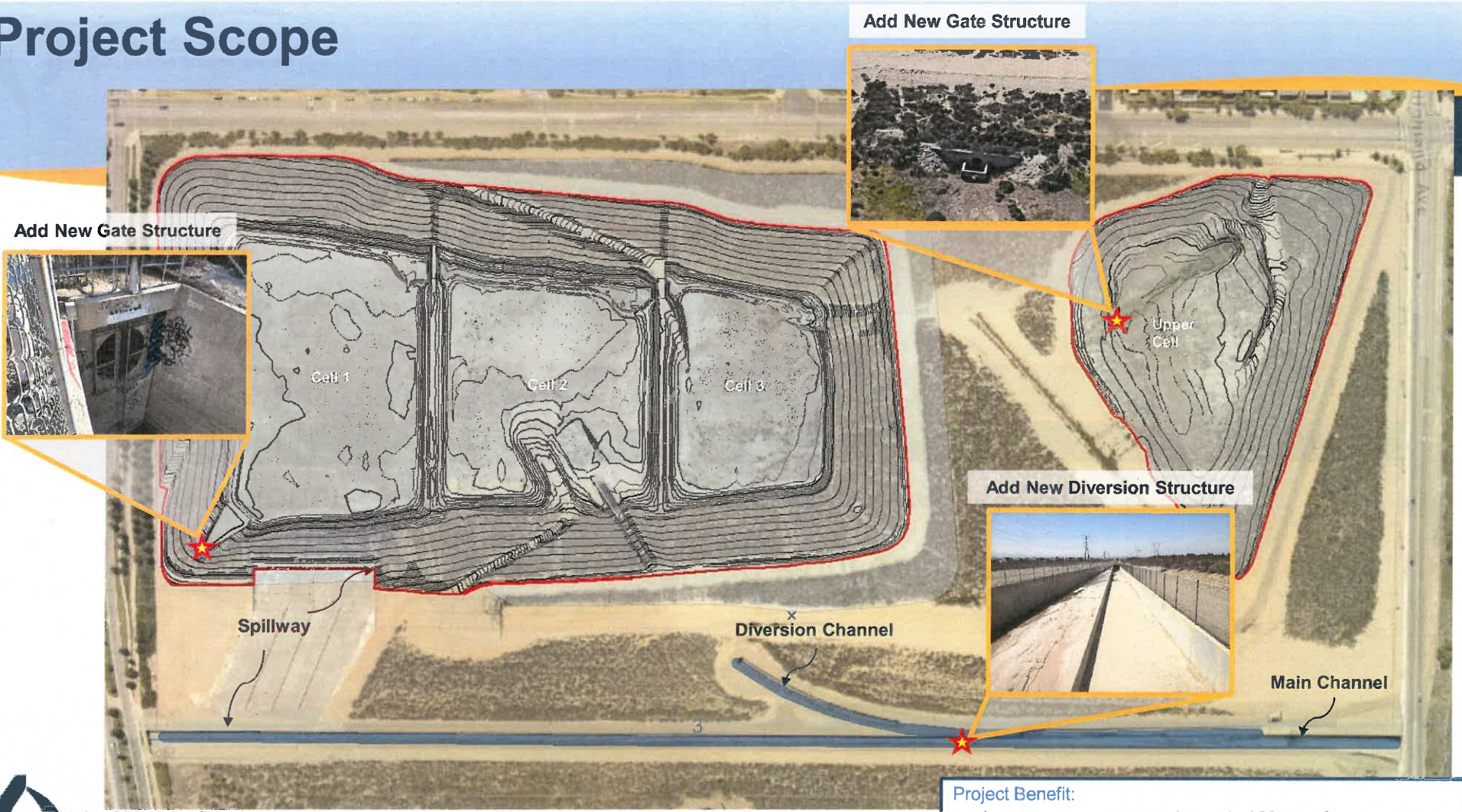
Project No. RW15004



Project Location



Project Scope



Project Benefit:

- Increase stormwater recharge to 993 acre-feet per year

Contractor Selection

On July 11, 2019, IEUA prequalified eight contractors.

On October 1, 2019, five construction bids were received:

Bidder's Name	Total
Ferreira Coastal Construction Co.	\$2,988,000
JF Shea Construction, Inc.	\$3,438,570
Norstar Plumbing and Engineering, Inc.	\$3,499,000
WA Rasic Construction Company, Inc.	\$4,559,600
MNR Construction, Inc.	\$4,737,400
Engineer's Estimate	\$3,507,000

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	\$556,300	Construction Contract Award	November 2019
Preliminary Design Contract (actual cost)	\$230,700	Construction Completion	December 2020
Design (actual cost)	\$241,800		
Environmental/Permits/Bid (actual cost)	\$83,800		
Construction Services	\$194,800		
Design Consultant Construction Services	\$100,000		
IEUA Construction Services	\$94,800		
Construction	\$3,256,900		
Construction Contract	\$2,988,000		
Contingency (~9%)	\$268,900		
Total Project Cost:	\$4,008,000		
Total Project Budget:	\$4,008,000		



Recommendation

- Award a construction contract for the Lower Day Basin Improvements, Project No. RW15004, to Ferreira Coastal Construction Co., in the amount of \$2,998,000; and
- Authorize the General Manager to execute the construction contract, subject to non-substantive changes.

The Lower Day Basin Improvements Project is consistent with the *Inland Empire Utilities Agency's (IEUA's) Business Goal of Water Reliability*, specifically the Groundwater Recharge objective that IEUA will maximize groundwater recharge projects in the region through strategic, cost-effective partnerships, and development.

Attachment 3

CONTRACT

THIS CONTRACT, made and entered into this ____ day of November, 2019, by and between Ferreira Coastal Construction Co., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents for Recharge Master Plan Update (RMPU) Basin Improvement Project - Lower Day Basin Project No. RW15004, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$2,988,000.00

Two Million Nine Hundred Eighty-Eight Thousand Dollars and Zero Cents.

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the

terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice of Award " and to complete said Work to the satisfaction of IEUA three hundred seventy-three (373) calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract,

two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

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

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

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

- M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

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

By _____
General Manager

CONTRACTOR

By Brandon Pensick
Brandon Pensick - Vice President
Title

* A Municipal Water District

Attachment 4



State of California - Department of Fish and Wildlife
2016 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
 36 — 04222016 — 230
 STATE CLEARINGHOUSE NUMBER (If applicable)
 2015121018

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY Inland Empire Utilities Agency	LEAD AGENCY EMAIL jignacio@ieua.org	DATE 04/22/2016
COUNTY/STATE AGENCY OF FILING San Bernardino	DOCUMENT NUMBER N/A	

PROJECT TITLE
 Lower Day Basin Project

PROJECT APPLICANT NAME Inland Empire Utilities Agency	PROJECT APPLICANT EMAIL jignacio@ieua.org	PHONE NUMBER (909) 993-1913
--	--	--------------------------------

PROJECT APPLICANT ADDRESS 6075 Kimball Ave	CITY Chino	STATE CA	ZIP CODE 91708
---	---------------	-------------	-------------------

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|----------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,070.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,210.25 | \$ | 2,210.25 |
| <input type="checkbox"/> Certified Regulatory Program document (CRP) | \$1,043.75 | \$ | 0.00 |
|
 | | | |
| <input type="checkbox"/> Exempt from fee | | | |
| <input type="checkbox"/> Notice of Exemption (attach) | | | |
| <input type="checkbox"/> CDFW No Effect Determination (attach) | | | |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy) | | | |

- | | | | |
|---|----------|----|-------|
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 2,260.25

SIGNATURE

x *Melissa Crowell* #9499

AGENCY OF FILING PRINTED NAME AND TITLE

Melissa Crowell, Deputy Clerk

DATE FILED & POSTED

Posted On: 4/22/16

Removed On: 6/4/16

Receipt No: 36-04222016-0230

NOTICE OF DETERMINATION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

and

San Bernardino County
Clerk of the Board of Supervisors
385 N. Arrowhead Avenue, 2nd Floor
San Bernardino, CA 92415

APR 22 2016 3:05 PM
COUNTY OF SAN BERNARDINO
CLERK OF SUPERVISORS

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

LOWER DAY BASIN PROJECT

Project Title

SCH #2015121018
State Clearinghouse Number

Joel Ignacio, P.E.
Lead Agency Contact Person

(909) 993-1913
Area Code/Telephone/Extension

Project Location:

The proposed project is located in the City of Rancho Cucamonga, San Bernardino County, California. The proposed project site consists of an existing basin with several cells. The Lower Day Basin is located immediately south of Interstate 210; immediately west of Day Creek channel; about 1/4 mile north of Base Line Road; and immediately east of Rochester Avenue. The project location is depicted on the USGS Cucamonga Peak 7.5' Topographic Quadrangle map. Specifically, the project is located within Section 31, Township 1 North, Range 6 West, San Bernardino Base and Meridian.

Project Description:

The Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (CBWM) are proposing the Lower Day Basin Improvement Project (proposed project). The objective of this project is to increase the recharge capacity (recycled water (RW) and stormwater (SW)) recharged into the Chino Groundwater Basin, specifically in the three cells located at Lower Day Basin. Under the Recharge Master Plan Update (RPMU), the proposed improvements for Lower Day Basin will increase recharge capacity by 789 acre-feet per year by modifying the San Bernardino County Flood Control District's (SBCFCD) diversion channel, installing a control gate valve on Cell 3's midlevel outlet, and improving the Basin embankments.

The proposed project includes modifications to the Basin inlets and outlets that will allow more storm water to be diverted into the Basin and stored at higher elevations for longer durations. There will be no modifications to the physical size, layout/configuration or storage volume of the Basin. The proposed improvements will allow the Basin operations to be modified to achieve increased groundwater recharge.

This is to advise that the Inland Empire Utilities Agency has approved the above described

Lead Agency Responsible Agency

project on April 20, 2016 and has made the following determination regarding the project:

(Date)

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project and a Mitigation Monitoring and Reporting Plan was adopted.
4. A Statement of Overriding Considerations [was was not] adopted for this project.

Notice of Determination
Page 2 of 2

Attachment 1

This is to certify that the Mitigated Negative Declaration/Initial Study and record of project approval is available to the general public at:

Inland Empire Utilities Agency located at 6075 Kimball Avenue, Chino, CA 91708

[Handwritten Signature] General Manager 4/20/10

Signature Title Date

MITIGATED NEGATIVE DECLARATION

Lead Agency: Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Contact: Joel Ignacio, P.E.
Phone: (909) 993-1913
Email: jignacio@ieua.org

Project Title: LOWER DAY BASIN PROJECT

State Clearinghouse Number: SCH#2015121018

Project Location: The proposed project is located in the City of Rancho Cucamonga, San Bernardino County, California. The proposed project site consists of an existing basin with several cells. The Lower Day Basin is located immediately south of Interstate 210; immediately west of Day Creek channel; about 1/4 mile north of Base Line Road; and immediately east of Rochester Avenue. The project location is depicted on the USGS Cucamonga Peak 7.5' Topographic Quadrangle map. Specifically, the project is located within Section 31, Township 1 North, Range 6 West, San Bernardino Base and Meridian.

Project Description: The Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (CBWM) are proposing the Lower Day Basin Improvement Project (proposed project). The objective of this project is to increase the recharge capacity (recycled water (RW) and stormwater (SW)) recharged into the Chino Groundwater Basin, specifically in the three cells located at Lower Day Basin. Under the Recharge Master Plan Update (RPMU), the proposed improvements for Lower Day Basin will increase recharge capacity by 789 acre-feet per year by modifying the San Bernardino County Flood Control District's (SBCFCD) diversion channel, installing a control gate valve on Cell 3's midlevel outlet, and improving the Basin embankments.

The proposed project includes modifications to the Basin inlets and outlets that will allow more storm water to be diverted into the Basin and stored at higher elevations for longer durations. There will be no modifications to the physical size, layout/configuration or storage volume of the Basin. The proposed improvements will allow the Basin operations to be modified to achieve increased groundwater recharge.

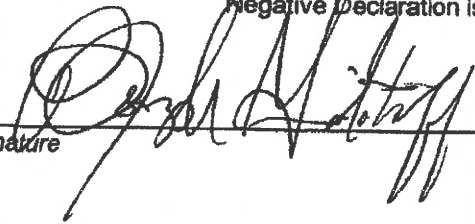
Finding: Inland Empire Utilities Agency's (IEUA) decision to implement this proposed project is a discretionary decision or "project" that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, LACSD has made a *preliminary* determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

Initial Study: Copies of the Mitigated Negative Declaration/Initial Study are available for public review at the Copies of the Mitigated Negative Declaration/Initial Study are available for review at the IEUA's office located at 6075 Kimball Avenue, Chino, CA 91708. The proposed Mitigated Negative Declaration was available for public review and comment from December 7, 2015 through January 14, 2016.

2016 APR 22 PM 3:00
LACSD
SBCFCD

Mitigated Negative Declaration
Page 2 of 2

Mitigation Measures: All mitigation measures identified in the Initial Study are summarized on pages 54-57 and are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program if the Mitigated Negative Declaration is adopted.


Signature _____ Title General Manager Date 4/26/10

**ACTION
ITEM
1H**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Finance & Administration

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: 1158 East and West Reservoir Rehabilitation Construction Contract Award

Executive Summary:

A 2016 condition assessment of Inland Empire Utilities Agency's (IEUA's) five recycled water storage reservoirs identified the 1158 Reservoirs as requiring rehabilitation within five years. During the evaluations, the following deficiencies were noted; severe corrosion and metal loss at the center support structure, general corrosion on interior roof support members, random coating delamination, and portions of asbestos cladding no longer required for current operations are not securely affixed to the reservoirs. This project intends to address the deficiencies and provide a coating system to protect the structures for 20 or more years.

On October 3, 2019, IEUA received three construction bids. Spiess Construction Company, Inc. was the lowest responsive, responsible bidder, with a bid price of \$2,715,800. The engineer's estimate was \$2,100,000. The construction contract award was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Additionally, on October 1, 2019, IEUA received four consultant bids for coating inspection services during construction. Harper & Associates Engineering, Inc., was the most qualified and best value, with a bid price of \$105,600.

Staff's Recommendation:

1. Award a construction contract for the rehabilitation of the 1158 East and West Reservoirs, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
2. Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
3. Authorize the General Manager to execute the contracts, subject to non-substantive changes.

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

Account/Project Name:

EN21004, EN22004/1158 East & West Reservoir Rehabilitation

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

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

Business Goal:

The 1158 East and West Reservoir Rehabilitation Project is consistent with IEUA's Business Goal of Water Reliability, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.

Attachments:

- Attachment 1 - PowerPoint
- Attachment 2 - Consultant Contract
- Attachment 3 - Construction Contract

Attachment 1

1158 East & West Reservoir Rehabilitation Construction Contract Award

Project No. EN21004/EN22004



Project Location



The Project

- Interior coating has failed
- Corroded interior roof support
- Scope includes:
 - Interior and exterior coating
 - Roof structure support repair
 - Asbestos cladding removal
 - Code and safety upgrades



Corrosion Damage on Rafters



Coating Delamination on Piping

Contractor and Consultant Selection

On October 3, 2019, three construction bids were received:

Contractor	Amount
Spiess Construction Company, Inc.	\$2,715,800
Paso Robles Tank, Inc.	\$2,743,600
Advanced Industrial Services, Inc.	\$2,952,800
Engineer's Estimate	\$2,100,000

On October 1, 2019, four coating inspection bids were received:

Contractor	Amount
Harper & Associates Engineering, Inc.	\$105,600
CSI Services	\$112,200
MCS Inspection Group	\$118,200
Diversified Project Services International	\$192,000

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$27,500
Design Consultant Contract (actuals)	\$17,000
IEUA Design Services (actuals)	\$10,500
Construction Services	\$276,200
Engineering Services During Construction	\$35,600
IEUA Construction Services (~5%)	\$135,000
Coating Inspection Services (This Action)	\$105,600
Construction	\$3,254,800
Construction (This Action)	\$2,715,800
Contingency (~20%)	\$539,000
Total Project Cost:	\$3,558,500
Total Project Budget:	\$3,561,000

Project Milestone	Date
Construction	
Construction Contract Award	November 2019
Construction Completion	May 2021



Recommendation

- Award a construction contract for the 1158 East and West Reservoir Rehabilitation, Project Nos. EN21004 and EN22004, to Spiess Construction Company, Inc., in the amount of \$2,715,800;
- Award a consultant contract to Harper & Associates Engineering, Inc., for coating inspection services during construction in the amount of \$105,600; and
- Authorize the General Manager to execute the contracts, subject to non-substantive changes.

The 1158 East and West Reservoir Rehabilitation Project is consistent with *Inland Empire Utilities Agency's (IEUA's) Business Goal of Water Reliability*, specifically the Recycled Water objective that IEUA will maximize the use of recycled water to enhance regional water reliability.



Attachment 2

CONTRACT

THIS CONTRACT, made and entered into this 16 day of November, 2019, by and between Spiess Construction Company, Incorporated, hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents for Rehabilitation of Recycled Water Storage Reservoirs 1158 East and 1158 West Project No. EN21004/EN22004, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$2,715,800.00.

Two Million Seven Hundred Fifteen Thousand Eight Hundred Dollars and Zero Cents.

If this is not a lump sum bid and the Contract Price is dependent upon the quantities constructed, IEUA will pay and said CONTRACTOR shall receive, in full

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

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions and all Project Requirements, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said Work to the satisfaction of IEUA as detailed by the following; the structural work and interior of West Reservoir shall be completed within one hundred and sixty (160) consecutive calendar days between November 2019 and May 1, 2020 and the exterior painting of West Reservoir and entire East Reservoir shall be completed within one hundred and eighty (180) calendar days between October 31, 2020 and May 1, 2021 calendar days after award of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in General Conditions, Section C – Changes to the Contract for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from

any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.

- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.
- L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of IEUA and the CONTRACTOR) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the CONTRACTOR, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

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

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

- M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

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

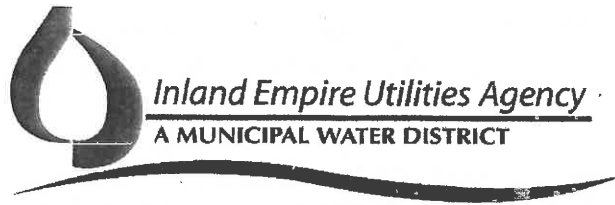
By _____
General Manager

CONTRACTOR

By Barry L Matchett 10/16/19
BARRY L. MATCHETT, V.P.
Title

* A Municipal Water District

Attachment 3



CONTRACT NUMBER: 4600002837
FOR
COATING INSPECTION SERVICES
FOR
THE 1158 RESERVOIRS REHABILITATION

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2019, 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 interchangeably referred to as "IEUA" and "Agency") and Harper & Associates Engineering, Inc., with offices located in Corona, California, (hereinafter referred to as "Consultant"), for Quality Control Inspection Services for the 1158 Recycled Water Storage Reservoirs.

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

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

Project Manager: James Spears, Associate Engineer
Address: 6075 Kimball Avenue
Chino, California 91708
Telephone: (909) 993-1851
Facsimile: (909) 993-1982
Email: jspears@ieua.org

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

Consultant: Krista Harper, PE
Address: 1240 E. Ontario Avenue, Ste. 102-312
Corona, California 92881-8671
Telephone: (951) 372-9196
Email: krista@harpereng.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002837
 - B. Contract Number 4600002837 General Terms and Conditions
 - C. Agency's Request for Proposal, dated September 10, 2019
 - C. Consultant's Proposal dated October 1, 2019

4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall be in accordance with Consultant's Proposal, dated October 1, 2019, **Exhibit A**, which is referenced herein, attached hereto, and made a part hereof (hereinafter "Work").

Familiarity with Scope of Work: By execution of this Agreement, Consultant warrants that:

- (1) It has thoroughly investigated and considered the scope of the Work under this Agreement to be performed, based on all available information; and
- (2) It carefully considered how the Work should be performed; and
- (3) It fully understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
- (4) It has the professional and technical competency to perform the Work and the production capacity to complete the Work in a timely manner with respect to the Scope of Work.

5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION:** Agency shall pay Consultant's once-monthly, properly-executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by Agency. Invoices shall include the name of assigned personnel, fully-burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002837 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org.

Should Consultant engage in any public works activity covered under California prevailing wage laws (California Labor Code §1720 et seq.) in excess of \$1,000.00 in billing value, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of \$105,600.00 for all services provided in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

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

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

8. **FITNESS FOR DUTY:**

A. **Fitness:** Consultant on the Jobsite:

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

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required claim limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

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

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

both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and

endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Attn: Angela Witte
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

Consultant understands and acknowledges that executing this Agreement may inhibit the Consultant from engaging in future contracts, jobs, or agreements with the

Agency that is, or can be considered, related to the Scope of Work due to a potential conflict of interest.

- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination.
- G. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply,

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

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

pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.

11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.

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

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

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

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

14. **PROPRIETARY RIGHTS:**

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

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

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

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

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

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

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

Consultant: Krista Harper, PE
Vice President, Engineering
Harper & Associates Engineering, Inc.
1240 E. Ontario Avenue, Ste. 102-312
Corona, California 92881-8671

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

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

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

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

19. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.
20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.
26. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

HARPER & ASSOCIATES ENGINEERING
INC.,:

Shivaji Deshmukh
General Manager

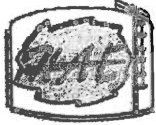
(Date)

Krista Harper, P.E.
Vice President, Engineering

(Date)

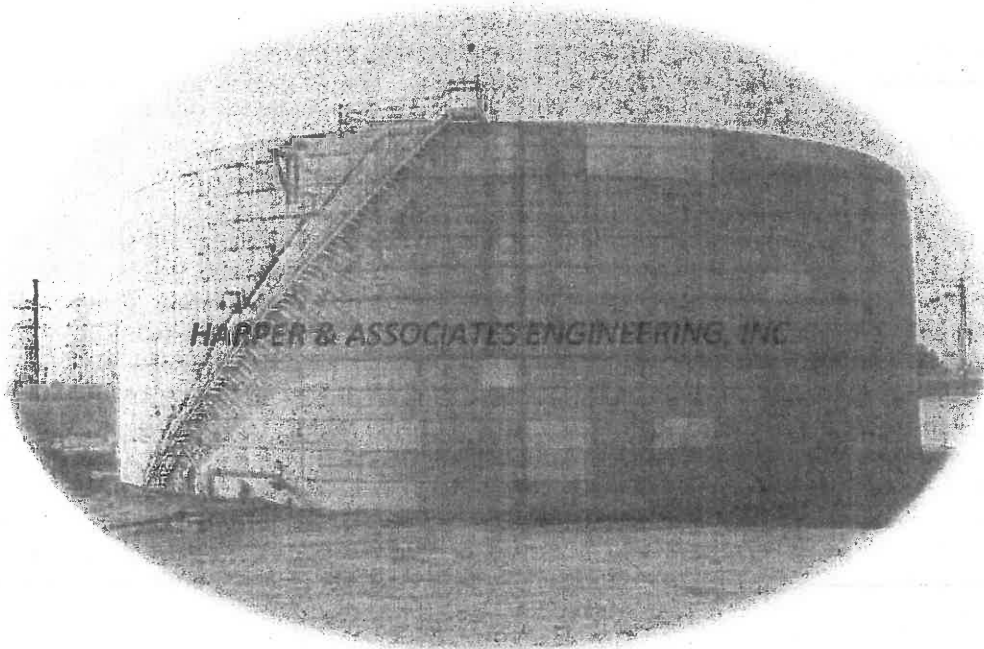
[Balance Of This Page Intentionally Left Blank]

Exhibit A



INLAND EMPIRE UTILITIES AGENCY

PROPOSAL TO PROVIDE COATING INSPECTION SERVICES FOR THE 1158 RESERVOIRS (NO. RFP-JV-19-012)



PROPOSAL DUE: OCTOBER 1, 2019

Prepared for:

Jordan Villalobos,
Contract Administrator I
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708

HARPER & ASSOCIATES ENGINEERING, INC.
1240 E. Ontario Ave., Ste. 102-312
Corona, CA 92881

www.HarperEng.com
(951) 372-9196



COVER LETTER

October 1, 2019

Jordan Villalobos,
Contract Administrator I
Inland Empire Utilities Agency
6075 "A" Kimball Avenue
Chino, CA 91708

**Subject: Request for Proposal – Coating Inspection Services for the 1158 Reservoirs
(No. RFP-JV-19-012)**

Thank you for the opportunity to submit the following comprehensive Proposal for quality control inspection services for the 1158 Reservoirs. The Proposal was prepared based on receipt and review of the Request for Proposal. We are confident our firm offers IEUA an exceptional opportunity to take advantage of our corrosion and quality control inspection services with an outstanding array of technical talent and expertise.

The cost estimate, terms, and conditions of this Proposal are valid for ninety (90) days from receipt of Proposal. HAE will provide and maintain in full force and effect, while operating under an agreement with IEUA, a Comprehensive Liability insurance policy which shall include bodily injury and property damage coverage of \$2,000,000 combined single limit, Automobile Liability insurance with limits of \$2,000,000, Worker's Compensation insurance with limits of coverage as prescribed by law, and an Errors and Omissions Professional Liability policy with a minimum limit of coverage of \$2,000,000. The insurance certificates will state "Inland Empire Utilities Agency is an additional insured."

Please contact me at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881 or (951) 372-9196, via FAX at (951) 372-9198, or e-mail at Krista@HarperEng.com regarding contract negotiations, binding the contract, any questions, or if additional information is required.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.

A handwritten signature in black ink that reads "Krista Harper". The signature is written in a cursive, flowing style.

Krista Harper, P.E.
Vice President



FIRM INFORMATION

Harper & Associates Engineering, Inc. (HAE) is a corporation that has been operating since 1979. Our office is located at 1240 E. Ontario Avenue, Suite 102, Corona, CA 92881. Although the corporation would be considered a small business, the fact that it has successfully specialized in the unique field of corrosion engineering and reservoir structural engineering for 40 years speaks well of the firm's financial stability and resources. HAE currently has 14 employees. Our personnel include three (3) registered professional engineers, two (2) non-registered engineers, two (2) engineering technicians, and six (6) quality control inspectors. The size of the firm has not changed significantly in the past 10 years. HAE's engineering staff has been active members of American Water Works Association and National Association of Corrosion Engineers since the inception of the firm. The following are the owners and officers of the corporation and their resumes are included in this comprehensive Proposal.

Andre Harper	President
Krista Harper	Principal Engineer, Vice President



EXECUTIVE SUMMARY

Harper & Associates Engineering, Inc. (HAE) is pleased to submit this Proposal for quality control inspection services for the 1158 Reservoirs. HAE has provided quality control inspection services to a wide variety of clients, but especially to those in the water industry since 1979. In addition, our firm has provided these services on projects for IEUA. The most recent projects include the preparation of plans and specifications for the recoating and structural/safety modifications for the 1158 Reservoirs, providing quality control inspection for the Chino I Desalter NRV rehabilitation project, and providing on-call inspection services for various structures throughout the Agency's facilities. As a firm that specializes in reservoir rehabilitation, HAE has a thorough understanding of the work required to provide a successful project. The list of references noted in the References section of this comprehensive Proposal will assist in illustrating our history within the water industry and our experience providing corrosion engineering services related to construction management and quality control inspection services.

Thorough leadership and coordination have enabled HAE to take a proactive approach on ensuring projects stay on time and within budget by troubleshooting and resolving issues before they occur. Thank you for the opportunity to submit this comprehensive Proposal.



PROJECT APPROACH

TASK NO. 1

GENERAL INSPECTION SERVICES - The objective of this item is to provide inspection services, which will help guarantee the project is completed in accordance with the specifications and plans, and to expedite the services as to not impact the project schedule.

1. Meet with IEUA and Contractor to review specification, job conditions, schedule, etc. to prepare for an efficient and expeditious operation.
2. Inspection Activity Reports - Shall identify daily start and stop times, size of Contractor's crew, equipment used, visitors to job site, climatic conditions throughout the day, quantity of materials used, work accomplished, periods of Contractor down time and cause, inspection procedures used and results, verification and recording of surface preparation, coating material "batch numbers", mixing, thinning, application, and thickness. All entries shall be dated and timed.
 - a. Pictures shall be taken at key points in the project documenting the progress of the work.
 - b. Daily inspection reports, including diagrams of the coating work accomplished, shall be submitted to IEUA.
3. Notify IEUA if out-of-scope work is required prior to the Contractor performing the work.
4. Observe the Contractor for compliance with site and job safety requirements. Inform IEUA of any concerns or problems concerning site or job safety observed. Direct the Contractor to comply with all safety orders.
5. Observe and note all deliveries of materials with respect to the Contractor's conformance to the contract documents and shop drawings.
6. As needed, review progress invoices and provide recommendations to IEUA to approve/disapprove these invoices.

TASK NO. 2

FIELD COATING AND PAINTING INSPECTION - This is critical to the success of the project. As can be seen below, the inspector provides critical services to verify the work is being accomplished in accordance with the specifications.

1. SURFACE PREPARATION INSPECTION - Physical inspection of blast cleaned surfaces to verify compliance with specification, removal of dust, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions.



PROJECT APPROACH

- b. Surfaces will be observed to determine compliance with specifications.
 - i. Preliminary Cleaning - For Steel Surfaces
 - (a) Surfaces will be inspected to verify removal of grease, oil, chemicals, etc. after completion of solvent cleaning of surfaces.
 - ii. Abrasive Blast Cleaning
 - (a) Inspect blasted surfaces at the end of each day's shift to determine compliance with specification. Physical tests for surface profile will be performed using a K-T Surface Profile Comparator. At completion of blast cleaning each shift, areas not meeting specification will be re-blasted and tests again performed. This cycle will be repeated until surfaces are accepted for material application.
 - (b) Upon completion of above inspection, dust and other surface contaminants will be removed, as specified, and surfaces visually and physically inspected for compliance with specification.
2. MATERIALS APPLICATION INSPECTION - After approval of surface preparation, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of primer, and physical inspection of prime coat application, including spray techniques, cleanliness of surface, thickness, etc.
 - a. Weather conditions will be verified by use of a sling psychrometer to determine suitability of climatic conditions.
 - b. Contractor's equipment will be monitored to ensure operation will not contribute to any degradation of application (oil, moisture, etc.).
 - c. Applied materials will be inspected for compliance with specification and mixing/thinning operations will be monitored.
 - d. Surfaces will be re-inspected to verify no dust or other contaminants are on surfaces and remedial cleaning performed, as required.
 - e. After approval of surfaces, application will be carefully monitored to verify materials are evenly applied at the proper thickness and with no overspray to interfere with adhesion.
3. FINISH COAT(S) INSPECTION - After approval of prime coat application, ongoing inspection monitors weather conditions, Contractor's application equipment and its operation, mixing of material, and physical inspection of material application, including spray techniques, cleanliness of surface, thickness, etc.



PROJECT APPROACH

- a. Procedures outlined in 2. above will be repeated during application of additional materials, including careful examination of areas where cleaning penetrated coating film to verify edges of film have not lifted, curled, etc. Where defects exist, additional cleaning will be performed to bring area into compliance with specification and area will be recoated, as required.
4. FINAL INSPECTION - Requires input at conclusion of finish coatings to ensure application, film continuity (holiday detection), and dry film thickness are in complete conformance with specification.
- a. DRY FILM THICKNESS TESTING
 - i. Prior to testing dry film thickness on any given day, inspector will calibrate his instrument against N.B.S. metal plate standard. No plastic shims will be used. Instrument will be re-calibrated at the beginning of the afternoon session or at any time the instrument may have been subjected to impact against scaffold, structure, etc.
 - ii. The coating will be tested to determine if it has sufficiently dried to eliminate indentation of the probe into the coating, which subtracts mils from the correct reading. If the coating does deform, the testing will be postponed until the coating is firm enough to prevent deformation by the gauge.
 - iii. Dry film thickness measurements will be taken on 3' centers until it is determined deficient readings warrant more tests to truly indicate the thickness of the area. Testing will be performed, as deemed necessary, to accurately determine the thickness, regardless of what the Contractor may say. If widespread deficiencies are found, the Contractor will be advised to determine if they prefer the inspector to proceed with testing after they apply additional material.
 - iv. After completion of the testing and after the Contractor has recoated all the deficient areas, tests on the recoated areas will be repeated until the minimum dry film thickness is obtained.
 - b. HOLIDAY DETECTION (INTERIOR ONLY)
 - i. After completion of dry film thickness testing, all surfaces will then be holiday detected, utilizing the specified detector.
 - ii. The Tinker-Razor AP or AP-W High Voltage Holiday Detector power pack voltage will be set according to the voltage required in the specification.
 - iii. Holiday detection and marking of defective areas will be performed as noted above under "DRY FILM THICKNESS TESTING".



PROJECT APPROACH

- iv. All marked areas will then be repaired and holiday detection performed again. Re-detection and marking will continue until the surface is holiday-free, unless otherwise instructed by IEUA or its representative.

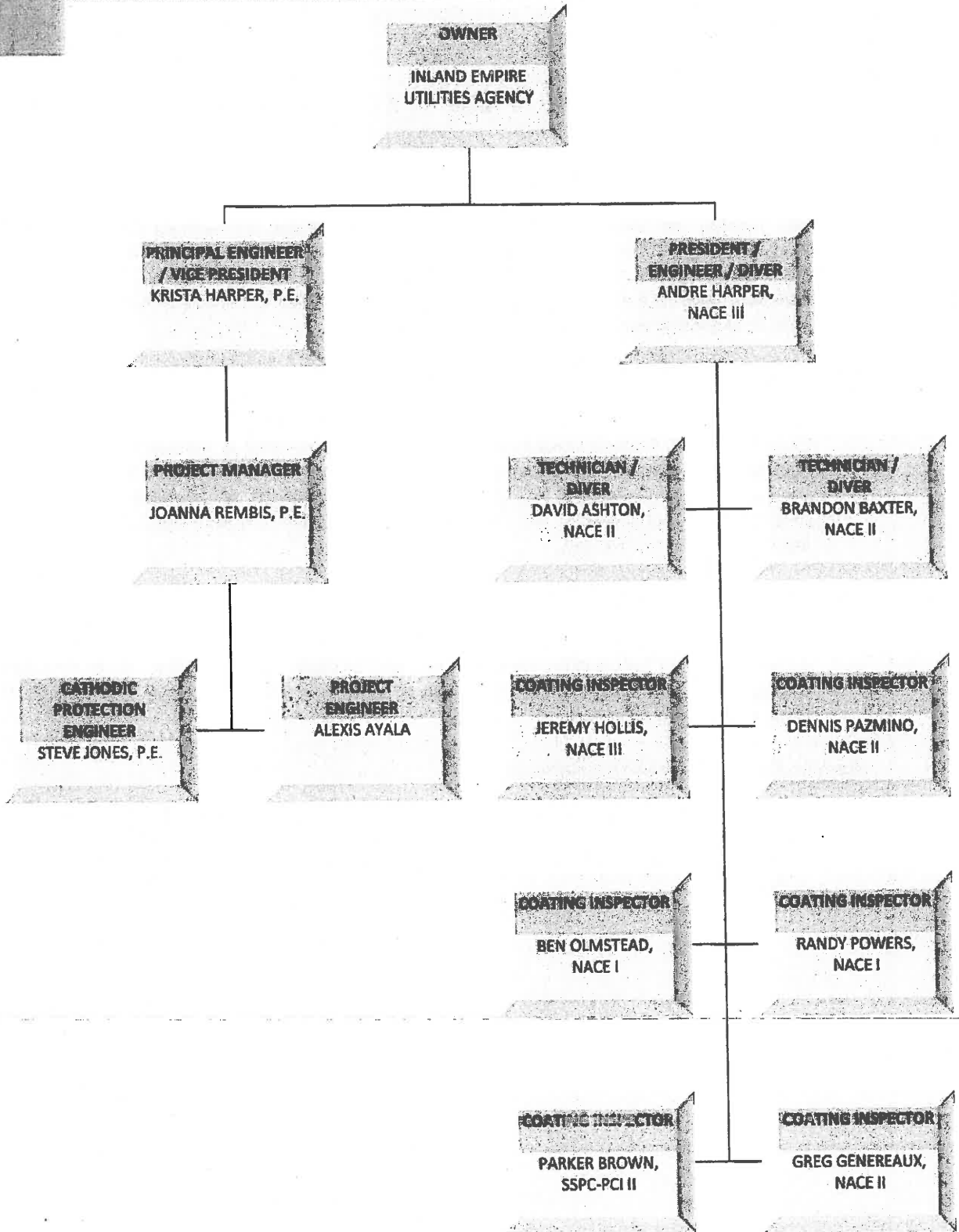
5. LIMITATIONS OF AUTHORITY

a. RESIDENT PROJECT INSPECTOR

- i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer/Agency in writing.
 - ii. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or Contract Documents.
 - iii. Shall not undertake any of the responsibilities of Contractor, subcontractor, or Contractor's superintendent.
 - iv. Shall not advise on, issue directions relative to, or assume control over safety precautions and programs in connection with the work.
 - v. Shall not advise on, issue directions regarding, or assume control over any aspect of the Contractor's means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor and shall immediately deliver such submittals to Engineer/Agency.
 - vii. Shall not authorize Engineer/Agency to occupy the Project in whole or in part.
- b. DEFINITIONS: Engineer/Agency is intended to apply as a joint reference or a single reference subject to the applicable circumstance.



PROJECT TEAM





PROJECT TEAM

The following personnel will be the team for IEUA's project. Detailed qualifications are referenced in the Resumes.

Krista Harper, P.E., Principal Engineer

Ms. Harper, as Principal Engineer, will be responsible for QA/QC. Ms. Harper is a Registered Civil Engineer in the State of California (C 71280). For the past 24 years, Ms. Harper has been Senior Project Manager for HAE, working extensively in both corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation.

Andre Harper, President / Lead Diver

Mr. Harper oversees all HAE field inspectors. Mr. Harper holds a degree in engineering from California State Polytechnic University, Pomona and is NACE Level III certified (55395). Mr. Harper has worked with HAE for the past 24 years, performing the diving inspections of hundreds of tanks for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper is a Project Engineer for HAE and supervises all field operations for the firm.

Joanna Rembis, P.E., Project Manager

Ms. Rembis will be the Project Manager and primary correspondence contact and will coordinate the inspection services for the project. Ms. Rembis is a Registered Professional Civil Engineer in the State of California (C 75535) and has worked with HAE for the past 20 years.

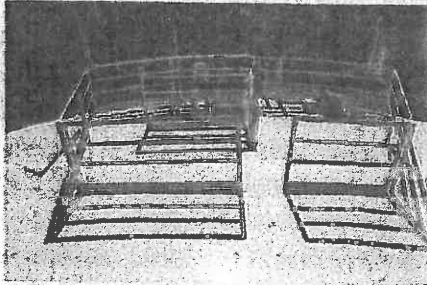
Dennis Pazmino, Coating Inspector

Mr. Pazmino has been a Quality Control Inspector for Harper & Associates Engineering, Inc. since 2017. Mr. Pazmino is NACE Level II certified (72441). His experience includes working in wastewater facilities, potable water reservoirs, and commercial buildings.



REFERENCES

HAE has provided miscellaneous inspection, corrosion, seismic/structural, cathodic protection, specification, and quality control inspection services to a wide variety of clients in the water and wastewater industries. Additional references can be furnished upon request.

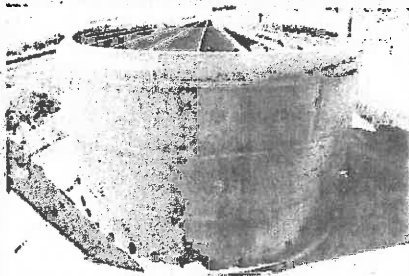


Crescenta Valley Water District 17 Reservoirs

HAE has provided quality control inspection for almost all projects completed with CVWD. Projects have included dive investigation of all sites, including cleaning and dive inspection of the interiors for seismic/structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of a priority list, technical specifications, and bid packages; as well as project management and quality control inspection of the rehabilitation projects.

Client Contact
Mr. David Gould
2700 Foothill Boulevard
La Crescenta, CA 91214
(818) 248-3925

Client Since: 1996



Coachella Valley Water District 64 Reservoirs

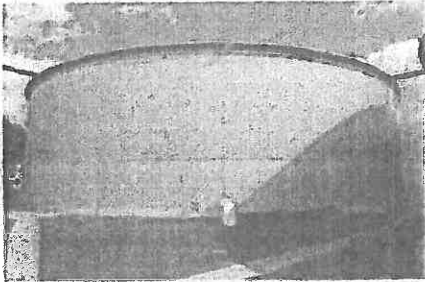
Projects included dive investigation of interiors and investigation of exteriors for structural and corrosion protection; testing for lead and heavy metals; preparation of reports with recommendations and cost estimates; preparation of technical specifications for coating, paint, cathodic protection, and safety structural upgrades; preparation of bid packages; project management; and quality control inspection. In addition, HAE prepared specifications and plans for the design of eight new reservoirs and provided the construction management and quality control inspection for three of the reservoirs.

Client Contact
Mr. Brian Fogg
75-515 Hovley Lane East
Palm Desert, CA 92211
(760) 398-2651

Client Since: 1999



REFERENCES

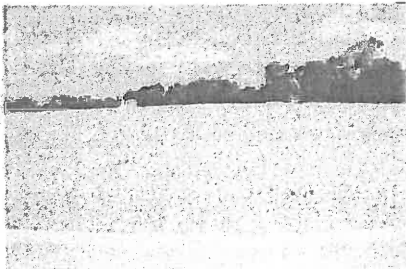


Long Beach Water Department 36 Tanks

Client Contact
Mr. Ab Rendon
1800 E. Wardlow Road
Long Beach, CA 90807
(562) 570-2341

Annual Client Since: 1998

Projects included dive investigation of interiors and investigation of exteriors for seismic/structural and corrosion protection, testing for lead and heavy metals, and preparation of reports with recommendations and cost estimates. Preparation of technical specifications, AutoCAD drawings, bid packages, project management, and inspection have been accomplished for 12 tanks. A separate project consisted of the design and installation of new cathodic protection systems in all the tanks. HAE also provided quality control inspection for the installation of cathodic protection anode beds throughout the city for their pipeline system.



City of Camarillo 6 Reservoirs

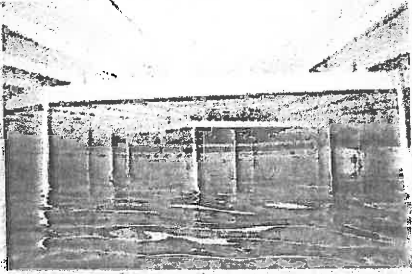
Client Contact
Mr. Dale Reynolds
601 Carmen Drive
Camarillo, CA 93010
(805) 388-5373

Client Since: 1994

HAE has provided engineering services to the City for the past 25 years, including quality control inspection during the rehabilitation of the reservoirs. The various projects have included dive investigation of the interiors and preparation of reports for each reservoir. The reports included photo surveys, observations, conclusions, recommendations, and cost estimates. HAE has prepared technical specifications for coating, painting, and miscellaneous structural modifications for all the reservoirs.



REFERENCES



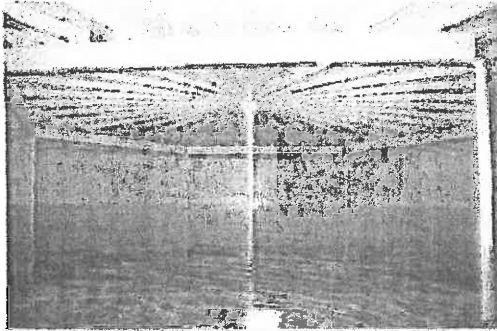
Client Contact
Mr. Dave Warren
3021 S. Fullerton Road
Rowland Heights, CA 91748
(562) 697-1726

Annual Client Since: 1998

Rowland Water District 14 Tanks

HAE prepared the specifications and plans for the rehabilitation of five tanks and provided construction management and quality control inspection services. Other projects included underwater investigation of the interiors of all 14 tanks and preparation of detailed reports for each tank. The District also required a narrated video for each tank. Once all tanks were evaluated, a detailed ten-year maintenance schedule was established for the District to assist in long-term planning for maintenance of their tanks.

RESUMES



Ms. Krista Harper, P.E., Principal Engineer

Ms. Harper, Vice President and Principal Engineer of Harper & Associates Engineering, Inc., has been working for the past 24 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Ms. Harper is responsible for quality assurance/quality control for all aspects of the firm including analysis of corrosion problems, preparation of specifications and plans, construction management, maintenance programs, inspection, and coordination with clients.

Education

BSCE, Construction Engineering
California State Polytechnic University,
Pomona

2019 Inductee into the School of Engineering
Hall of Fame

Years of Experience: 30

Registration

Registered Civil Engineer
C 71280

Affiliations

American Water Works Association

Past Chairman of the Tanks, Reservoirs,
Structures, Maintenance Committee

Past Chairman Corrosion Control Committee

National Association of Corrosion Engineers

Inland County Water Association

Southern California Water Utility Association

RELATED EXPERIENCE

Kasler Corporation – 1989 to 1995

Ms. Harper was a Project Engineer for a heavy and highway general contractor for the construction of a 62 million dollar freeway interchange project, as well as Engineering Coordinator for all projects.

Matich Corporation – 1984 to 1989

Ms. Harper was a Project Engineer and Estimator for numerous projects for a general engineering contractor.



Mr. Andre Harper, President

Mr. Harper, President of Harper & Associates Engineering, Inc., has been working for the past 24 years extensively in corrosion and tank structural engineering projects, primarily related to steel and concrete tank evaluations and rehabilitation. Mr. Harper is a Project Engineer for HAE responsible for overseeing all field operations and is the lead diver for diving inspections for the evaluation of coating, painting, and seismic/structural projects. Mr. Harper has performed over a thousand inspections on steel and concrete water tanks, wastewater treatment plants, elevated tanks, pressure vessels, and pipelines.

Education

BSCE, Construction Engineering
California State Polytechnic University,
Pomona

NACE Level III Certified #55395

Years of Experience: 32

Registrations

Confined Space Trained

CPR

Affiliations

American Water Works Association

National Association of Corrosion
Engineers

Inland County Water Association

Southern California Water Utility
Association

RELATED EXPERIENCE

A.K. Harper – 1987 to 1992

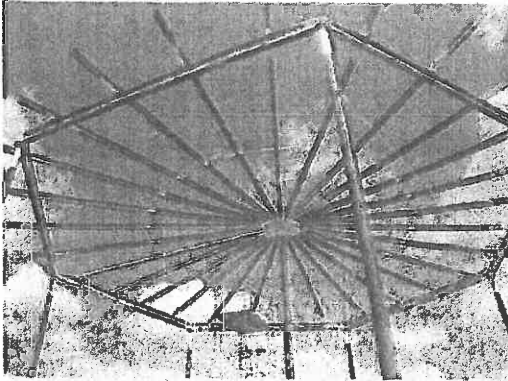
Mr. Harper was the Founder and Owner of a contracting firm specializing in framing, drywall, and acoustic tile ceilings.

Harper & Associates Inspection Services – 1984 to 1987

Mr. Harper was a Field Inspector for coating and painting projects.

C.F. Braun – 1982 to 1984

Mr. Harper was a Draftsman for the design of piping and manufacturing plants.



Ms. Joanna Rembis, P.E., Project Manager

Ms. Rembis has been a Project Engineer with Harper & Associates Engineering, Inc. for the past 20 years. Ms. Rembis is responsible for preparing specifications, plans, and bid packages for the rehabilitation and design of new tank projects. Ms. Rembis also assists in generating and editing technical reports and photo surveys and provides quality control inspection and construction management services for various projects including water tanks, pipelines, and cathodic protection.

Education

BSCE, Civil Engineering
California State Polytechnic University,
Pomona

Years of Experience: 20

Registration

Registered Professional Civil Engineer
C 75535

Affiliations

American Water Works Association

Current Chairperson of the Tanks, Reservoirs,
Structures, Maintenance Committee

Inland County Water Association

Southern California Water Utility Association

Tau Beta Pi

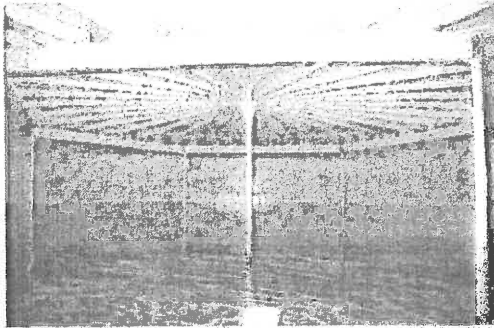
Chi Epsilon

American Society of Civil Engineers

RELATED EXPERIENCE

Parsons Brinckerhoff Construction Services – May 2001 to July 2002

Ms. Rembis was an Assistant Project Manager for the construction of a 185-foot pre-stressed concrete box girder overpass.



Mr. Dennis Pazmino, Coating Inspector

Mr. Pazmino has been a Quality Control Inspector for Harper & Associates Engineering, Inc. since 2017. His experience includes working in wastewater facilities, potable water reservoirs, and commercial buildings.

Years of Experience: 15

Registrations

NACE Level II Certified Coating Inspector
72441

Confined Space Entry

SSPC Coating Application Specialist (CAS)

SSPC Lead Paint Removal Competent Person
C3 Course

Certified Journeyman

Bilingual (Spanish and English)

RELATED EXPERIENCE

Abhe & Svoboda, Inc. – 2009 to 2017

Mr. Pazmino was a Production Foreman and Journeyman Painter responsible for training new employees, conducting safety meetings, recording work logs, maintaining schedules, abrasive blasting, and applying coating materials.

R & R Painting – 2004 to 2009

Mr. Pazmino was an Apprentice Painter before becoming a Journeyman responsible for residential and commercial painting.

FORMS

**ATTACHMENT D
REQUIRED FORMS**

EXCEPTION FORM

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

Page Number: _____ Section Title: _____


Paragraph Number: _____ Exception Taken: NONE

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____



WORKERS' COMPENSATION CERTIFICATE

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

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


Signature

Harper & ASSOCIATES ENGINEERING, INC
Company Name

Krista Harper
Printed Name

03906078
Business License Number

VICE PRESIDENT
Title

9-26-19
Date

CONSULTANT IDENTIFICATION

- 1. Legal name of Consultant: Harper & Associates Engineering, Inc.
- 2. Street Address: 2822 THACKER DR. CORONA, CA 92881
- 3. Mailing Address: 1240 E. ONTARIO AVE., STE 102-312, CORONA, CA 92881
- 4. Business Telephone: (951) 372-9196
- 5. Facsimile Telephone: _____
- 6. Email Address: Krista@harpereng.com
- 7. Type of Business:

- California Corporation
 - Corporation organized under the laws of the State of _____, with head offices located at _____, and offices in California at _____.
 - Limited Liability Company

List name of managing member(s):

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

Other (attach Addendum with explanatory details)

- 8. Business License number issued by the City where the Consultant's principal place of business is located.

Number: 03906078 Issuing City: CORONA

- 9. Federal Tax Identification Number: 33-0783911

**1158 RESERVOIRS
PROPOSAL COST SHEET AND RATES**

Scope	Categories	Estimated Hours	Hourly Rate	Extended Rate
Tasks 1 & 2 - QC Inspection Services				
	NACE II Inspector	1,200	\$88.00	\$105,600
	Overtime Rate		\$132.00	
	NACE II Inspector			
ITEM TOTAL				\$105,600

PROJECT TOTAL

\$105,600

Full-time inspection is based on 8 hours per day. If work is accomplished in fewer days or hours, cost will be reduced accordingly. A 4-hour minimum will be charged for inspector show-up time.

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Prospective consultants shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated (November 2019 through May 2021) contract performance period and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required inspection related services. After an employee works 8 hours in a calendar day or 40 hours in a calendar week, the employee is entitled to be paid at the overtime rate, one and one-half times the basic wage rate plus fringe benefits. Work performed on Saturday and Sunday generally must be paid at premium rates of pay at time and a half and double time, respectively. For exemptions to this rule, contact the district labor compliance staff. The federal wage decisions do not differentiate between weekday rates of pay and Saturday or Sunday rates of pay; however, all hours worked over 40 in a work week must be paid at the overtime rate of pay.

PROPOSED LUMP SUM

1. COATINGS INSPECTION

- a. NACE International Certified Level II Coatings Inspector for 150 working days at 8 hours per day for a total of 1200 hours.

Unit Price (\$/hour) \$ 88 x 1200 hours = Total \$ 105,600

Total lump sum price One hundred and five thousand and six hundred
(written in words)

PROPOSED OVERTIME UNIT RATE (IF NEEDED)

2. COATINGS INSPECTION

- a. NACE International Certified Level II Coatings Inspector (Overtime) \$ 132.00



**1158 RESERVOIRS
PROPOSAL COST SHEET AND RATES**

Scope	Categories	Estimated Hours	Hourly Rate	Extended Rate
Tasks 1 & 2 - QC Inspection Services				
	NACE II Inspector	1,200	\$88.00	\$105,600
	Overtime Rate		\$132.00	
	NACE II Inspector			
ITEM TOTAL				\$105,600

PROJECT TOTAL

\$105,600

Full-time inspection is based on 8 hours per day. If work is accomplished in fewer days or hours, cost will be reduced accordingly. A 4-hour minimum will be charged for inspector show-up time.

**ATTACHMENT A
PROPOSAL RATE/FEE SCHEDULE**

Prospective consultants shall fully complete this Proposal Price Schedule and return it with their submittal. All proposed prices and fees shall be held firm-fixed throughout the anticipated (November 2019 through May 2021) contract performance period and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the required inspection related services. After an employee works 8 hours in a calendar day or 40 hours in a calendar week, the employee is entitled to be paid at the overtime rate, one and one-half times the basic wage rate plus fringe benefits. Work performed on Saturday and Sunday generally must be paid at premium rates of pay at time and a half and double time, respectively. For exemptions to this rule, contact the district labor compliance staff. The federal wage decisions do not differentiate between weekday rates of pay and Saturday or Sunday rates of pay; however, all hours worked over 40 in a work week must be paid at the overtime rate of pay.

PROPOSED LUMP SUM

1. COATINGS INSPECTION

- a. NACE International Certified Level II Coatings Inspector for 150 working days at 8 hours per day for a total of 1200 hours.

Unit Price (\$/hour) \$ 88 x 1200 hours = Total \$ 105,600

Total lump sum price One hundred and five thousand and six hundred
(written in words)

PROPOSED OVERTIME UNIT RATE (IF NEEDED)

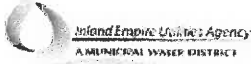
2. COATINGS INSPECTION

- a. NACE International Certified Level II Coatings Inspector (Overtime) \$ 132.00



Exhibit B

Attachment "C"



INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE

Company: CAROLLO ENGINEERS, INC. Address: 707 Wilshire Blvd., Suite 3920 Los Angeles, CA 90017	Pay Estimate No.: Contract No.: 46-2451	Contract Date 1/4/2018 IEUA Project Manager: Liza Muñoz	Invoice Date: This Period: From: To:
Proj Name: BASELINE RECYCLED WATER PIPELINE EXTENSION			Invoice No /Consult Ref

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contract Value		Total This Period From: To:		Total to Date From: To:		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	
45-xxxx	1	EN17049.00.X.PRMT			#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
Subtotal Original Contract:				\$0.00		\$0.00		\$0.00			\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value		Total This Period From: To:		Total to Date From: To:		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	
					#DIV/0!		#DIV/0!		#DIV/0!		0%
					#DIV/0!		#DIV/0!		#DIV/0!		0%
					#DIV/0!		#DIV/0!		#DIV/0!		0%
Subtotal Contract Amendments				\$0.00		\$0.00		\$0.00			\$0.00
Total Contract with Amendment				\$0.00		\$0.00		\$0.00			\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From:	
	To:	
Amount Earned Original Contract		\$0.00
Amount Earned Amendments		\$0.00
Back Charges		\$0.00
Amount Due This Period		\$0.00

PRIOR PAYMENT SUMMARY:

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

TOTAL PAYMENT SUMMARY:

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

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	1/4/2018
Contract Duration:	286
Contract Completion Date:	10/17/2018
Authorized Time Extension:	0
Revised Completion Date:	10/17/2018

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	-15071%
Contract Work Complete:	0%

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Engineer: _____ Date: _____ Exec Mgr / CFO: _____ Date: _____
Dept. Manager: _____ Date: _____ General Manager: _____ Date: _____

**ACTION
ITEM
11**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Haven Avenue Regional Sewer System Repairs Consultant Contract Award

Executive Summary:

The Cucamonga Trunk sewer is part of Inland Empire Utilities Agency's (IEUA's) northern Regional Sewer System (RSS) that conveys domestic wastewater to Regional Water Recycling Plant No. 1 (RP-1). The goal of the project is to reline approximately 7,400 linear feet (LF) of existing sewer where the existing liner has reached the end of its useful life and is failing. The scope of work involves cleaning, inspection, installing a cure in place pipe (CIPP) liner for rehabilitation, lining of 19 manholes and frame and cover replacement for six manholes.

Four design consultants responded to the project solicitation and were evaluated by a panel to determine which proposal offered the best value to IEUA. A selection committee determined that GHD was the most qualified and provided the best value for this project. GHD has the technical experience to make this project a success and has worked well with IEUA on past projects. GHD's fee proposal is within the project budget and was determined to be comprehensive and reasonable.

Staff's Recommendation:

1. Award a consultant contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD for the not-to-exceed amount of \$211,458; and
2. Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.

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

Account/Project Name:

EN20056/Haven Avenue RSS Repairs Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

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

Attachments:

Attachment 1 - Background

Attachment 2 - PowerPoint

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

Attachment 1

Background

Subject: Haven Avenue Regional Sewer System Repairs Consultant Contract Award

The Cucamonga Trunk sewer is part of Inland Empire Utilities Agency's (IEUA's) northern Regional Sewer System (RSS) that conveys domestic wastewater to Regional Water Recycling Plant No. 1 (RP-1). It is a gravity sewer pipeline about 55 years old located in Haven Avenue between Airport and Mission in the City of Ontario. The pipeline varies in diameter from 18 to 20 inches. The most recent video inspection taken by the IEUA's Collection group revealed that the epoxy liner has reached the end of its useful life. Engineering reviewed the video along with the assistance from a pipe rehabilitation company and determined that a trenchless rehabilitation method such as a cured-in-place pipe (CIPP) would restore pipeline integrity. The goal of this project will be to line approximately 7,400 linear feet (LF) of pipeline after it has been cleaned and inspected. Additionally, 19 manholes will be lined, and six manhole frames and covers will be replaced as part of the scope of work.

On September 3, 2019, IEUA advertised the request for proposal on PlanetBids. Three consultants participated in the pre-proposal meeting on September 12, 2019. On October 3, 2019, the following proposals were received:

Consultant's Name
GHD
Lee & Ro
Michael Baker International
WSC, Inc.

The proposals were reviewed by a selection committee consisting of IEUA staff from Engineering and Construction Management, Sewer Collections, and Contracts and Procurement. The proposals were evaluated based on project team qualifications, experience, understanding of the project scope, ability to meet the project schedule, and intrinsic knowledge of pipeline rehabilitations. Based on these criteria, the committee determined that GHD provided the best value to IEUA for this project. GHD has the technical experience, qualifications, and responsiveness to make this project a success.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$421,458
Design Consultant (5%) (this action)	\$211,458
IEUA Design Services (2%)	\$105,000
Design Services Contingency (2%)	\$105,000
Construction Services	\$420,000
Engineering Services During Construction (5%)	\$210,000
IEUA Construction Services (2%)	\$105,000
Construction Services Contingency (2%)	\$105,000
Construction	\$4,620,000
Construction	\$4,200,000
Contingency (10%)	\$420,000
Total Project Cost	\$5,461,548
Total Project Budget	\$6,000,000

The following is the project schedule:

Project Milestone	Date
Design	
Consultant Contract Award (this action)	November 2019
Design Completion	July 2020
Construction	
Construction Contract Award	October 2020
Construction Completion	June 2021

Fiscal Impact:

If approved, the design services contract for the Haven Avenue RSS Repairs Project, Project No. EN20056, in the amount of \$211,458, will be within the total project budget of \$6,000,000 in the Regional Wastewater Operations and Maintenance (10800) Fund. An anticipated amount of \$340,000 will be spent in Fiscal Year 2019/20, with the remaining contract value to be spent in Fiscal Year 2020/21.

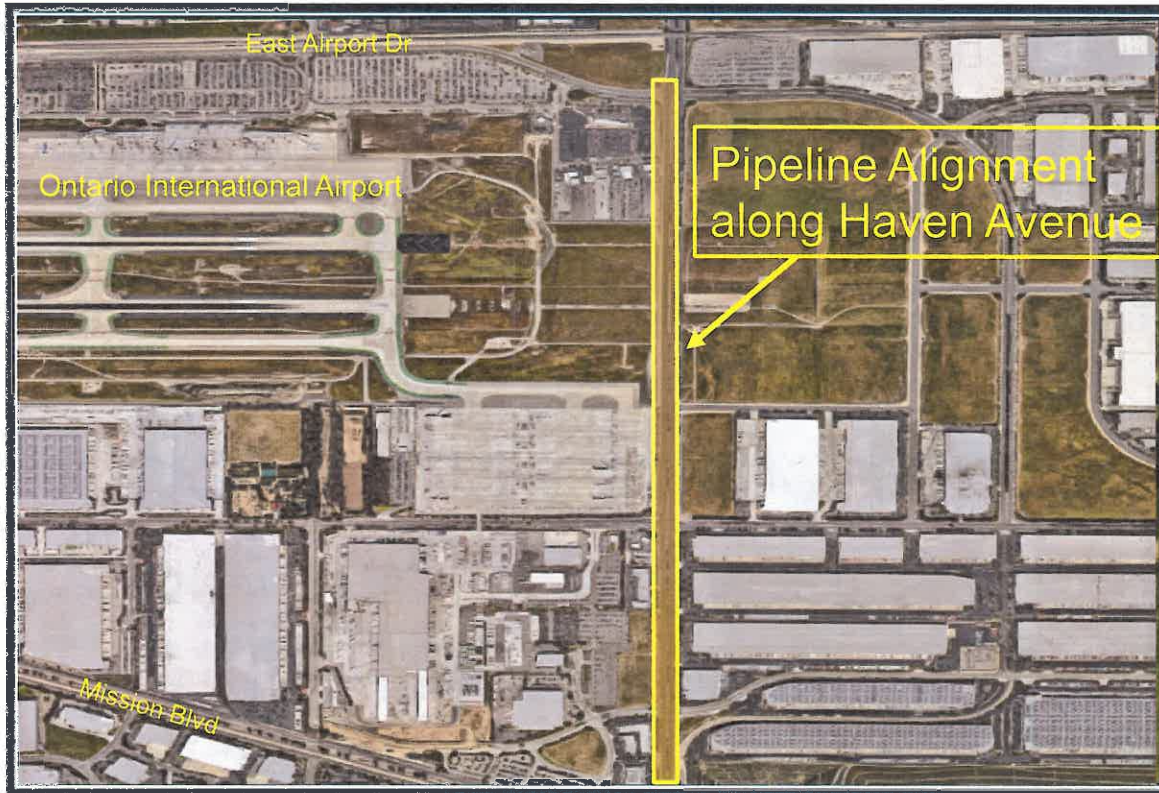
Attachment 2

Haven Avenue Regional Sewer System Repairs Consultant Contract Award

Project No. EN20056



Project Location



City of Ontario
2

Project Background

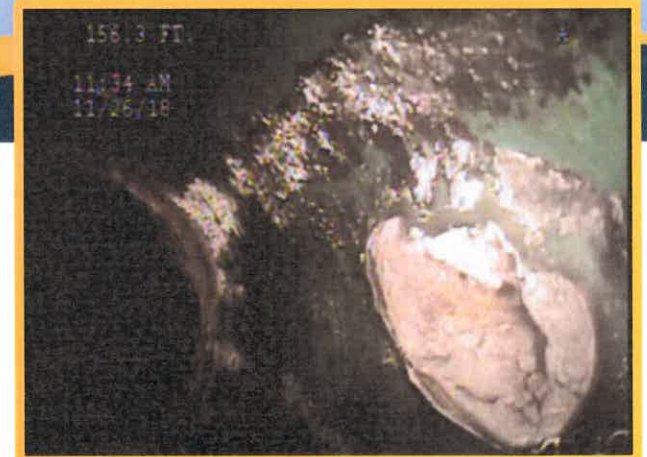
- Cucamonga Trunk sewer constructed in 1965
- Original transite pipe with epoxy coating
- Coated improperly around the joints resulting in:
 - Coating failure
 - Structural damage



Cucamonga Trunk Sewer Coating Failure

Project Scope

- Cucamonga Trunk Sewer
 - Rehabilitate 7,400 linear feet of pipeline
 - Removal of existing epoxy liner
 - Cleaning with video verification
 - Cure in place pipe installation
 - Rehabilitation of manholes
 - Line nineteen manholes
 - Replace frame and cover for six manholes
 - Develop a full bypass plan for rehabilitation
 - Flow monitoring will be performed during design



Cucamonga Trunk Sewer Structural Damage



Cucamonga Trunk Sewer Coating Failure

Consultant Selection

- Evaluation and Selection Committee
 - Engineering and Construction Management; Sewer Collections; Contracts and Procurement
- Four Proposals Received on October 3, 2019

Proposals Received
GHD
Lee & Ro
Michael Baker International
WSC, Inc.

- Justification for unanimously selecting GHD
 - Success in similar past projects
 - Comprehensive understanding of project scope and expectations

Project Budget and Schedule

Description	Estimated Cost
Design Services	
Consultant Design Contract (this action)	\$211,458
IEUA Design Services (2%)	\$105,000
Design Services Contingency (2%)	\$105,000
Construction Services	
Engineering Services During Construction (5%)	\$210,000
IEUA Construction Services (2%)	\$105,000
Construction Services Contingency (2%)	\$105,000
Construction	
Construction (estimate)	\$4,200,000
Contingency (10%)	\$420,000
Total Project Cost	\$5,461,548
Total Project Budget	\$6,000,000

Project Milestone	Date
Design	
Consultant Design Contract Award	November 2019
Design Completion	July 2020
Construction	
Construction Contract Award	October 2020
Construction Completion	June 2021



Recommendations

- Award a consultant contract for the Haven Avenue RSS Repairs, Project No. EN20056, to GHD, for the not-to-exceed amount of \$211,458; and
- Authorize the General Manager to execute the consultant contract, subject to non-substantive changes.

The Haven Avenue RSS Repairs Project is consistent with *Inland Empire Utilities Agency's (IEUA's) Business Goal of Wastewater Management*, specifically the Asset Management objective that IEUA will ensure that systems are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

**ACTION
ITEM
1J**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: RP-1 and RP-4 Disinfection Study Consulting Contract

Executive Summary:

The Groundwater Replenishment Reuse Project (GRRP) regulation requires GRRP permitted on or before June 18, 2014 to submit a report assessing its compliance with the new requirements to the California State Water Resources Control Board, Division of Drinking Water (DDW) and the appropriate Regional Water Quality Control Board (RWQCB). Since the Chino Basin Recycled Water Groundwater Recharge Program is an existing permitted GRRP that has been recharging recycled water since 2005, Inland Empire Utilities Agency (IEUA) staff has been working closely with DDW and has submitted several reports to DDW and RWQCB to demonstrate IEUA compliance with the sections of the new regulation. In addition to the information received, DDW has requested IEUA to prepare a report to document the performance of the disinfection processes at RP-1 and RP-4. The report should include control systems and maintenance measures to ensure 6 logs removal credit of virus at all times. IEUA has requested proposals for the preparation of the requested report from the two consulting firms that have successfully worked with DDW on log virus removal studies. IEUA has selected Trussell Technologies because of their extensive experience working with DDW, their knowledge of IEUA's water recycling facilities, their approved approach on wastewater treatment plant process validation, and lower consulting fees.

Staff's Recommendation:

1. Award a professional consulting services contract to Trussell Technologies, Inc. for the not-to-exceed amount of \$163,460; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

The contract in the amount of \$163,460 will be funded by RP-1 and RP-4 Professional Fees & Services under the Regional Wastewater Operations Fund.

Fiscal Impact *(explain if not budgeted):*

Not Applicable

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

The Disinfection Study Consulting Contract supports IEUA's business goal of Environmental Stewardship, by complying with all federal, state, local, and environmental laws and regulations.

Attachments:

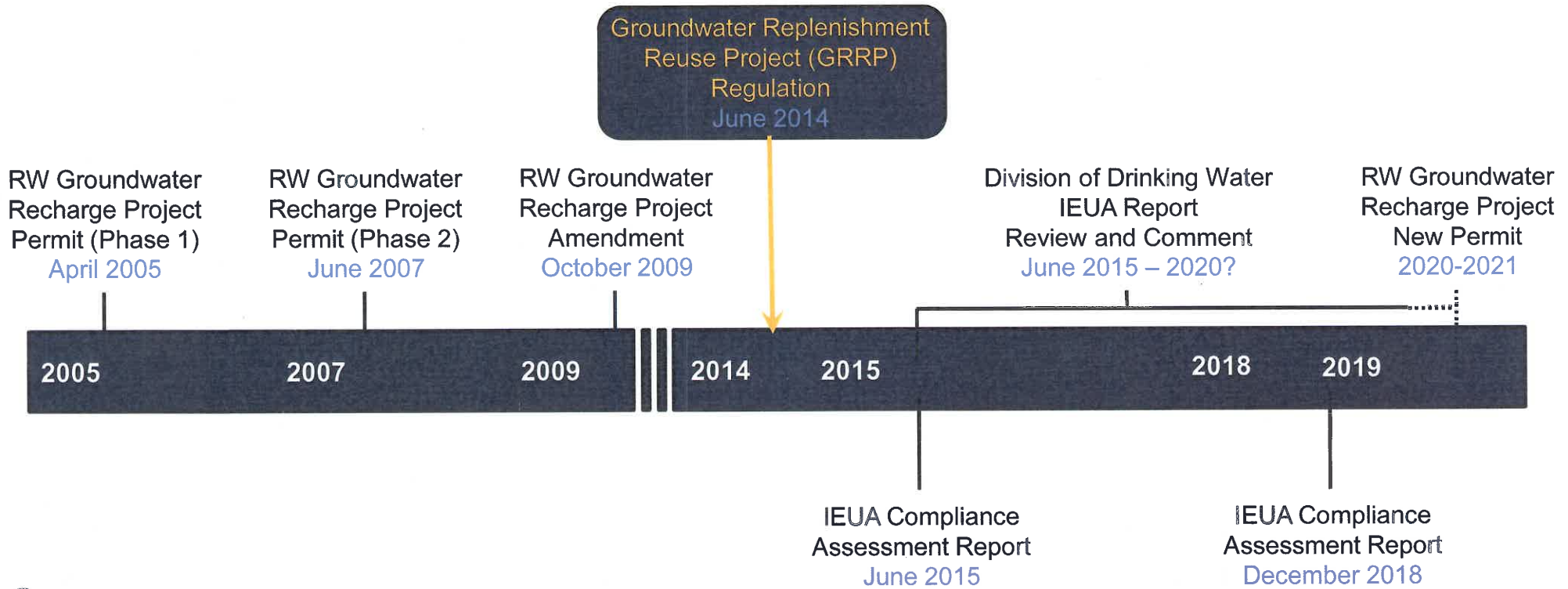
Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

RP-1 and RP-4 Disinfection Study Consulting Contract



Chino Basin Recycled Water Groundwater Recharge



RP-1 and RP-4 Disinfection Study

	Proposal 1	Proposal 2
Disinfection study approach	WaterVal validation protocol for chlorine disinfection	Bench-scale virus testing
Implementation	Historical RP-1 and RP-4 operation and maintenance data review	Four chlorine doses at three contact times
Virus removal credit	99.9999% (6 logs)	99.999% (5 logs)
Pros	Approved method Operational data provided	Approved method
Cons		Unknown outcome
Contact time	Tracer testing (5 basins)	Tracer testing (5 basins)
Deliverables	Report Monitoring and control strategy	Report Contact time and chlorine dose

Recommendation

- Award a professional consulting services contract to Trussell Technologies, Inc. for the not-to-exceed amount of \$163,460; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The Disinfection Study Consulting Contract supports **IEUA's business goal of Environmental Stewardship**, by complying with all federal, state, local, and environmental laws and regulations.



CONTRACT NUMBER: 4600002831

FOR

RP-1 AND RP-4 FREE CHLORINE DISINFECTION PROCESS REPORT

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, _____, 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 interchangeably referred to as "IEUA" and "Agency") and Trussell Technologies, Inc., with offices located in Pasadena, San Diego, and Oakland, California (hereinafter referred to as "Consultant"), for professional services to prepare a report for the free chlorine disinfection process at Regional Plant No. 1 (RP-1) and Regional Plant No. 4 (RP-4).

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

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

Project Manager: Pietro Cambiaso, Deputy Manager of Planning
Address: 6075 Kimball Avenue
Chino, California 91708

Telephone: (909) 993-1639
Facsimile: (909) 993-1987
Email: pcambiaso@ieua.org

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

Consultant: C. Bryan Trussell, P.E., BCEE
Address: 232 North Lake Avenue, Suite 300
Pasadena, CA 91101

Telephone: (626) 463-0385
Facsimile: (626) 486-0571
Email: bryant@trusselltech.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002831
 - B. Contract Number 4600002831 General Terms and Conditions.
 - C. Consultant's Proposal dated August 29, 2019 and September 23, 2019

4. **SCOPE OF WORK AND SERVICES:** Consultant shall perform the services described in the Scope of Work (collectively, the "Services") set forth in **Exhibit A**, and **Exhibit B**, which are attached hereto, incorporated herein and made a part hereof by this reference. As set forth in Task 4 of Exhibit B, Consultant will assist Agency in developing Tracer Test Reports and as well as development of a technical memorandum as set forth in Task 3 of Exhibit A.

FAMILIARITY WITH SCOPE OF WORK: By execution of this Agreement, Consultant warrants that:

- (1) It has thoroughly investigated and considered the scope of the Work under this Agreement to be performed, based on all available information; and
 - (2) It carefully considered how the Work should be performed; and
 - (3) It fully understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
 - (4) It has the professional and technical competency to perform the Work and the production capacity to complete the Work in a timely manner with respect to the Scope of Work.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay Consultant's once-monthly, properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by Agency. Invoices shall include the name of assigned personnel, fully burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002831 for payment. Payment shall be withheld for any service which does not meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to apgroup@ieua.org.

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of **\$163,460.00** for all services provided in accordance with **Exhibit A** and **Exhibit B**, referenced herein, attached hereto, and made a part hereof.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency.

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

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant on the Jobsite:

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

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

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

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required claim limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance

or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Attn: Angela Witte
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to IEUA Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.
- J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. The Consultant's liability with respect to any claims arising out of the Work and the Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Agency, including but not limited to, claims for loss of use, loss of profits and loss of markets.

K. Disputes:

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

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
 4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Any modifications or reuse of such materials for purposes other than those intended by the Contract shall be at the Agency's sole risk and without liability to Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
13. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the

prior written authorization of Agency or for the performance of Work related to the Project.

- B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

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

assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

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

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

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

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

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

Consultant: C. Bryan Trussell
Trussell Technologies, Inc.
232 N. Lake Ave., Suite 300
Pasadena, California 91101

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

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

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

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

19. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.
20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.

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

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

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

TRUSSELL TECHNOLOGIES, INC.:

Shivaji Deshmukh
General Manager

(Date)



C. Bryan Trussell, P.E., BCEE
Principal Engineer

October 28, 2019

(Date)

[Balance Of This Page Intentionally Left Blank]

Exhibit A



SCOPE OF WORK

Free Chlorine Disinfection Virus LRV Crediting Report

As part of preparing the compliance assessment report for the Chino Basin groundwater recharge program, the Inland Empire Utilities Agency (IEUA) held a meeting with the State of California's Division of Drinking Water (DDW) to discuss achieving 6 logs removal credit of virus through the free chlorine disinfection process. DDW indicated that IEUA should prepare a report to document their current disinfection process, its performance, and control systems and maintenance measures to ensure proper performance of the free chlorine disinfection process at all times.

The Chino Basin groundwater recharge program uses tertiary filtered, disinfected water from IEUA's Regional Water Recycling Plants No.1 and No. 4 (RP-1 and RP-4 hereafter). Both RP-1 and RP-4 disinfect with free chlorine and have free chlorine contact times (CT) greater than 450 mg/L•min.

The following scope of work is for the preparation of the requested report for DDW's review. The reports (one for each facility, RP-1 and RP-4) will provide IEUA the documentation needed to move forward with obtaining 6 logs virus removal credit from DDW for their free chlorine disinfection process at RP-1 and RP-4. The scope of this work includes tasks described below:

Task 1 - Project Management

This task includes a site visit to meet with operators of both RP-1 and RP-4 to understand the current disinfection operation, monitoring and control strategies. Another major outcome from the site visit is to understand any current challenges with the disinfection process as identified by operator's first-hand experience. This task also includes general project management, conference calls with IEUA staff (assumes 4 calls), and a call with DDW (if necessary) to discuss comments on the draft report.

Task 2 - Review Current Disinfection Process

This task includes a review and analysis of the existing water quality data, design criteria, and operations of the chlorine contact basins. The historical water quality data review will include at a minimum turbidity, pH, temperature, ammonia, chlorine, and coliform. The design review will include review of the sodium hypochlorite capacity, redundancy, mixing, chlorine contact basin baffling, analyzers, sample tap locations, sample line times, and diversion capabilities. Operational review will include chlorine doses, chlorine residuals, flowrates, setpoints, targets, alarms, and control strategies. Tracer test results for both chlorine contact basins will be reviewed to document the detention time.

Task 3 - TM Development with Recommendation

This task includes the development of the report (technical memorandum) for submittal to DDW. The technical memorandum (TM) will incorporate the information obtained in the review of the current disinfection process (Task 2). The TM will include a discussion of the Australian WaterVal Validation Protocol for Chlorine Disinfection and its implementation for free chlorine disinfection for IEUA. A recommendation will be provided for how IEUA can reliably achieve free chlorine disinfection credit.

The TM will include a proposed monitoring and control strategy, as developed through discussions with IEUA's regulatory staff and plant operators, as well as by review of previous free chlorine disinfection processes approved by DDW for virus log removal credit. At a minimum, this will include a discussion of ammonia bleedthrough response from the secondary treatment process. Additionally, a maintenance and operation strategy will be developed as part of the TM, including identification of



critical control points, instrumentation calibration frequencies, and identification of an emergency response plan.

This task includes the development of one TM for each treatment facility, RP-1 and RP-4 (2 TMs total). The draft TMs will be submitted to IEUA for review and comments will be incorporated. The second draft TM will be submitted to DDW. Comments received from DDW will be incorporated into a final TM for submittal to DDW and IEUA and will include a comment response log.

Proposed Schedule and Fee

This scope can be completed within five months from the date of notice to proceed. The proposed project schedule with milestones is presented in the following table:

Task No.	Scope	Schedule																			
		Month: 1				Month: 2				Month: 3				Month: 4				Month: 5			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Project Management																				
1.1	Site Visit with Operators																				
1.2	Conference Calls with IEUA	+																			
1.3	Meetings/Conference Calls with DDW																				
2	Review Current Disinfection Process																				
2.1	Request/Review Historical Water Quality Data and Tracer Test Results																				
2.2	Review Chlorine Contact Basin Control Strategy																				
3	TM Development with Recommendation																				
3.1	Review Current Crediting Basis																				
3.2	Develop Draft TM																				
3.3	Develop Second Draft TM for submittal to DDW																				
-	DDW Review																				
3.4	Develop Final TM for submittal to DDW																				

+ Indicate Key Project Management Milestone
 o Indicate Deliverable Submitted

The proposed engineering fee for the scope of work outlined above is \$54,495. A breakdown of this effort is presented in the following table:

Task No.	Staff Classification	Trussell Technologies			Cost	ODC's		Total
		Principal I	Sen Eng III	Assoc Eng II		Mileage		
		Hourly Billing Rate	\$245	\$185			\$135	
1	Project Management	30	30	28	\$ 16,680	\$ 348	\$ 17,045	
1.1	Site Visit with Operators (x 2) and site visit with LACSD	16	16		\$ 6,880	\$ 348	\$ 7,245	
1.2	Conference Calls with IEUA (x 4)	6	6	12	\$ 4,200		\$ 4,200	
1.3	Meetings/Conference Call with DDW (x 1)	8	8	16	\$ 5,600		\$ 5,600	
2	Review Current Disinfection Process	6	12	36	\$ 8,550	\$ -	\$ 8,550	
2.1	Request/Review Historical Water Quality Data and Design	4	8	36	\$ 7,320		\$ 7,320	
2.2	Review Chlorine Contact Basin Control Strategy	2	4		\$ 1,230		\$ 1,230	
3	TM Development with Recommendation	20	48	112	\$ 28,900	\$ -	\$ 28,900	
3.1	Review Current Crediting Basis	2	4	4	\$ 1,770		\$ 1,770	
3.2	Develop Draft TM	8	24	60	\$ 14,500		\$ 14,500	
3.3	Develop Second Draft TM for submittal to DDW	2	4	16	\$ 3,390		\$ 3,390	
3.4	Develop Final TM for submittal to DDW	8	16	32	\$ 9,240		\$ 9,240	
TOTAL		56	90	176	\$ 54,130	\$ 348	\$ 54,495	

Exhibit B



SCOPE OF WORK

RP-1 and RP-4 Chlorine Contact Basin Tracer Tests

As part of preparing the compliance assessment report for the Chino Basin groundwater recharge program, the Inland Empire Utilities Agency (IEUA) held a meeting with the State of California's Division of Drinking Water (DDW) to discuss achieving 6 logs removal credit of virus through the free chlorine disinfection process. DDW indicated that IEUA should prepare a report to document their current disinfection process, its performance, and control systems and maintenance measures to ensure proper performance of the free chlorine disinfection process at all times. As part of this effort more precise tracer tests may be required to determine the t_{10} , or the time where ten percent of the tracer passes through the contact basin.

The following scope of work is for the preparation of tracer studies for DDW's review. The reports (one for each facility, RP-1 and RP-4) will provide IEUA the documentation needed to move forward with obtaining credit for the travel time in the contact basins using the t_{10} methodology. The scope of this work includes tasks described below:

Task 1 – Project Coordination and Management

Trussell Tech will visit the site and dialog with operations and engineering staff to determine the preferred tracer study methods and discuss the responsibilities of the plant during the tracer study (e.g., plant operations, flow rates, and data collection). Discussions with plant staff will be necessary to ensure that (1) the timing of the tests are coordinated with Plant operations, (2) the tracer will not interfere with the Plant effluent limits, and (3) accurate measurement of flow rates through the basin can be made. Trussell Tech will work with IEUA staff at each location to identify an appropriate tracer injection point where the tracer will be added, as well as an access point at the end of the contact basin where samples will be collected.

Trussell will attend a meeting with DDW to review the draft test protocol (Task 2). This task also consists of general project management for ensuring effective project delivery.

Task 2 – Prepare Tracer Study Protocols

Trussell Technologies ("Trussell Tech") will prepare a tracer study protocol to identify the t_{10} contact time of the chlorine contact basins for RP-1 (x3) and RP-4 (x2), pursuant to the California Title-22 Water Recycling Criteria. A draft protocol will be prepared each for RP-1 and RP-4 and provided to IEUA for review and comment. Trussell Tech will prepare the final protocols, incorporating IEUA's comments, before meeting with DDW. Trussell Tech will prepare final protocols (if necessary) that incorporate comments received by DDW.

Task 3 - Execute Tracer Tests

Trussell Tech will conduct tracer tests as detailed in the DDW approved protocols. It is assumed that one operations staff member will be available to assist with sampling during the duration of the testing and that operations staff will be able to adequately operate and control the flow rate through the contact basins. It is also assumed that Trussell Tech will have access to general laboratory supplies from the Plant laboratory such as glassware (3x250 mL volumetric flasks; 5x250 mL, 2x100mL and 1x1000 mL graduated cylinders; glass beakers; glass pipettes, de-ionized water, etc.). Trussell Tech assumes that before each test, enough water will be available to ensure that the test can be conducted at a constant flow rate.



This budget assumes five tracer tests, three at RP-1 and two at RP-4. This budget assumes the use of Rhodamine WT tracer dye as the selected tracer. In the event an alternate tracer is required, such as hydrofluosilicic acid (e.g. fluoride), it is assumed that the purchase of this chemical will be made directly by IEUA.

Task 4 – Prepare Tracer Test Reports

Trussell Tech will analyze all results from the tracer studies to (1) determine the t₁₀ contact time from each test, (2) determine mass of tracer recovered, and (3) detail the observed hydraulic residence time and hydraulic efficiency of the reactors tested. Trussell Tech will prepare a draft report summarizing the results and submit the report to the IEUA for review and comments. One report will be prepared for each facility (two total reports, one for RP-1 and one for RP-4). After incorporating IEUA’s comments, Trussell Tech (or IEUA) will submit the final report to DDW. Any comments from DDW will be incorporated in subsequent revisions, as necessary.

Proposed Schedule and Fee

This scope can be completed within five months from the date of notice to proceed. The proposed engineering fee for the scope of work outlined above is \$108,965. A breakdown of this effort is presented in the following tables:

Task No.	Staff Classification	Trussell Technologies				ODC's		Total
		Principal I	Sen Eng III	Assoc Eng II	Cost	Mileage		
		Hourly Billing Rate	\$245	\$185			\$135	
1	Project Coordination and Management	24	24	4	\$ 10,860	\$ 348	\$ 11,225	
1.1	Coordination with IEUA staff of test methods	20	20		\$ 8,600	\$ 348	\$ 8,965	
1.2	Meetings/Conference Call with DDW (x1)	4	4	4	\$ 2,260		\$ 2,260	
2	Prepare Tracer Study Protocols	10	48	92	\$ 23,750	\$ -	\$ 23,750	
2.1	Prepare Draft Tracer Study Protocol (x2)	5	40	80	\$ 19,425		\$ 19,425	
2.2	Prepare Final Tracer Study Protocol (x2)	5	8	12	\$ 4,325		\$ 4,325	
3	Execute Tracer Tests	10	120	156	\$ 45,710	\$ 876	\$ 46,630	
3.1	Perform Tracer Tests at RP-1 (x3)	5	72	100	\$ 28,045	\$ 540	\$ 28,612	
3.2	Perform Tracer Tests at RP-4 (x2)	5	48	56	\$ 17,665	\$ 336	\$ 18,018	
4	Prepare Tracer Test Reports	14	52	106	\$ 27,360	\$ -	\$ 27,360	
4.1	Prepare Draft Tracer Test Reports (x2)	10	40	90	\$ 22,000		\$ 22,000	
4.2	Prepare Final Tracer Test Reports (x2)	4	12	16	\$ 5,360		\$ 5,360	
TOTAL		58	244	358	\$ 107,680	\$ 1,224	\$ 108,965	

*Cost includes a 5% markup on ODC's

Principal I Principal Engineer I
 Sen Eng III Senior Engineer III
 Assoc Eng II Associate Engineer II

Exhibit C



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: CAROLLO ENGINEERS, INC. Address: 707 Wilshire Blvd., Suite 3920 Los Angeles, CA 90017	Pay Estimate No.:	Contract Date 1/4/2018	Invoice Date:
	Contract No.: 46-2451	IEUA Project Manager: Liza Muñoz	This Period: From: To:
Proj Name: BASELINE RECYCLED WATER PIPELINE EXTENSION		Invoice No /Consult Ref	

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contract Value		Total This Period From: To:		Total to Date From: To:		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete		
45-xxxx	1	EN17049.00.X.PRMT			#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
					#DIV/0!		#DIV/0!		#DIV/0!		\$0.00
Subtotal Original Contract:				\$0.00		\$0.00		\$0.00			\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value		Total This Period From: To:		Total to Date From: To:		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete		
					#DIV/0!		#DIV/0!		#DIV/0!		0%
					#DIV/0!		#DIV/0!		#DIV/0!		0%
					#DIV/0!		#DIV/0!		#DIV/0!		0%
Subtotal Contract Amendments				\$0.00		\$0.00		\$0.00			\$0.00
Total Contract with Amendment				\$0.00		\$0.00		\$0.00			\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

	From:	
	To:	
Amount Earned Original Contract		\$0.00
Amount Earned Amendments		\$0.00
Back Charges		\$0.00
Amount Due This Period		\$0.00

PRIOR PAYMENT SUMMARY:

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

TOTAL PAYMENT SUMMARY:

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

CONTRACT SCHEDULE SUMMARY:

Contract Start Date:	1/4/2018
Contract Duration:	286
Contract Completion Date:	10/17/2018
Authorized Time Extension:	0
Revised Completion Date:	10/17/2018

PROJECT COMPLETION SUMMARY:

Contract Time Expired:	-15071%
Contract Work Complete:	0%

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Project Engineer: _____ Date: _____ Exec Mgr / CFO: _____ Date: _____
 Dept. Manager: _____ Date: _____ General Manager: _____ Date: _____

**ACTION
ITEM
1K**



Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Vote for

Executive Contact: Christiana Daisy, Executive Manager of Engineering

Subject: RP-4 Chlorine Contact Basin Instrumentation Relocation Ratification of Construction Contract

Executive Summary:

The RP-4 Chlorine Contact Basin structure's compliance and monitoring instruments were inaccessible to staff for routine maintenance due to an unsafe working condition. The concrete covers failed on the northern end of the structure, and other covers are showing potential signs of failure. The structure itself is structurally sound; however, based on observation, the concrete covers shall not be used to routinely access the instruments for maintenance. To remain in compliance and maintain process performance, all instruments were relocated to the outer perimeter of the structure.

On September 23, 2019, Inland Empire Utilities Agency (IEUA) received two construction bids. W. A. Rasic Construction, Inc. was the lowest, responsive, and responsible bidder with a bid price of \$117,787. As time was of the essence to maintain process and compliance equipment, the work was conducted, and the Board of Directors' ratification of the construction contract is required.

Staff's Recommendation:

1. Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W. A. Rasic Construction, Inc., in the amount of \$117,787; and
2. Authorize the General Manager to execute the contract, subject to non-substantive changes.

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

Account/Project Name:

EN20035/RP-4 Chlorine Contact Basin Instrumentation Relocation

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Statutory Exemption

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

Business Goal:

The RP-4 Chlorine Contact Basin Instrumentation Relocation 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 - PowerPoint

Attachment 2 - Construction Contractor Contract

Attachment 1

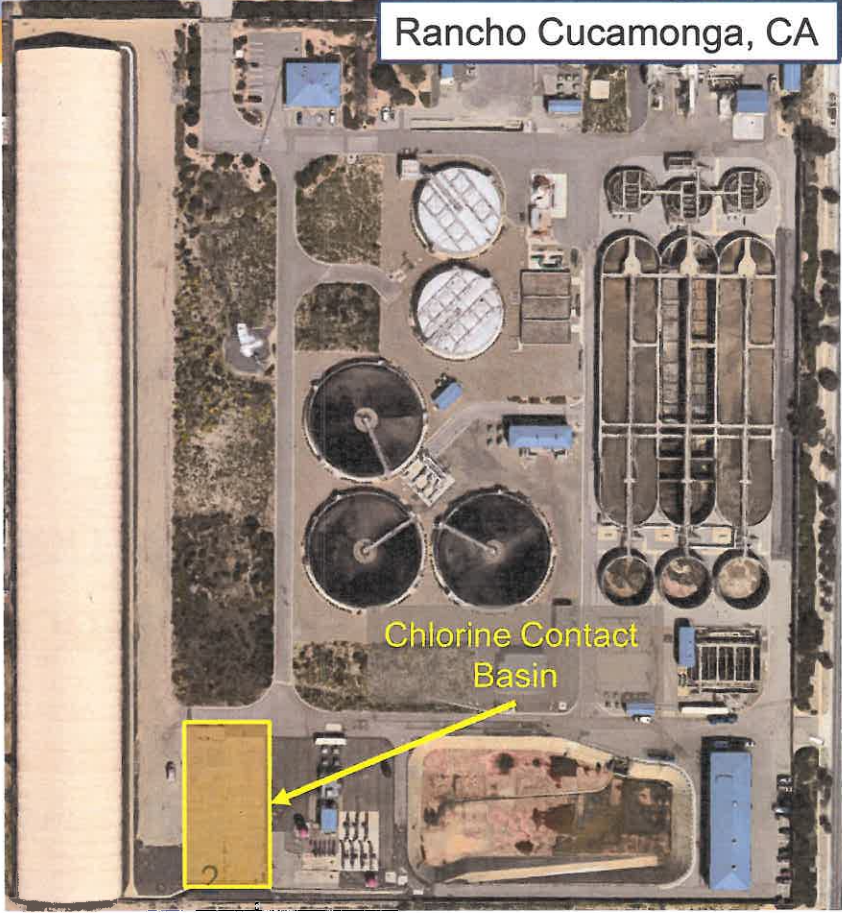
RP-4 Chlorine Contact Basin Instrumentation Relocation Ratification of Construction Contract Award

Project No. EN20035.01



Travis Sprague
November 2019

Project Location



The Project

- Concrete cover failure
- Compliance and monitoring instruments could not be maintained in current locations
- Scope includes:
 - Relocate instruments to outer perimeter of structure
 - Install strut and chain barrier
 - Provide safe access to maintain instruments



Compliance Equipment



Concrete Cover Failure

Contractor Selection

Two bids were received on September 23, 2019:

Bidder's Name	Final Bid Amount
W.A. Rasic Construction	\$117,787
CSI Electrical Contractors	\$126,300
Engineer's Estimate	N/A

The Work



Chlorine Monitoring Instruments



Chlorine Contact Basin 1B and 2



Chlorine Monitoring Instruments



Compliance Instruments and Sampler

- Chlorine Monitoring – 5 Units
- Effluent Sampler – 1 Unit
- Compliance – 4 Unit
- Access Platforms – 3 Units
- Safety Railing – 100 feet

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	\$0	Construction	
IEUA Design Services (actuals)	\$0	Construction Contract Award	October 2019
Construction Services	\$6,000	Construction Completion	October 2019
IEUA Construction Services (~5%)	\$6,000		
Construction	\$135,457		
Construction Contract (this action)	\$117,787		
Contingency (~15%)	\$ 17,670		
Total Project Cost:	\$141,457		

Recommendation

- Ratify a construction contract for the RP-4 Chlorine Contact Basin Instrumentation Relocation, Project No. EN20035.01, to W.A. Rasic Construction Co., Inc., in the amount of \$117,787; and
- Authorize the General Manager to execute the contract, subject to non-substantive changes.

The RP-4 Chlorine Contact Basin Instrumentation Relocation Project is consistent with *Inland Empire Utilities Agency's (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-4 CCB Instrumentation Relocation Installation

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____ 2019, by and between W.A. Rasic Construction Co. INC., hereinafter referred to as "CONTRACTOR," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "IEUA".

WITNESSETH:

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

- A. CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents (IFV-JV-19-013) FOR RP-4 CCB Instrumentation Relocation Installation Project No. EN20035.01, in accordance with the Bid Documents, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said Bid Documents; also for all loss and damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by IEUA, and for all risks of every description connected with the Work; also for all expenses resulting from the suspension or discontinuance of Work, except as in the said Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C. That IEUA will pay the CONTRACTOR progress payments and the final payment, in accordance with the provisions of the Contract Documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in IFV-JV-19-013, Section 4 - Forms and accepted by IEUA, and set forth in this below.

Total Bid Price \$111, 787

Written in words: One hundred eleven thousand seven hundred eighty-seven dollars and zero cents

- D. IEUA hereby employs the CONTRACTOR to perform the Work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the

time, in the manner, and upon the conditions stipulated in the said Bid Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

- E. The Sections from IFV-JV-19-013, (Section 1 - Submittal Information, Section 2 - General Information, Section 3 - Scope of Work, Section 4 - Forms, and Section 5 - Attachments), Performance Bond, Payment Bond, Specifications, Drawings, most recent edition of the GREENBOOK Standard Specifications for Public Works Construction (SSPWC) as the Standard Specifications to be utilized for this project, and all Addenda issued by IEUA with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
- F. The CONTRACTOR agrees to commence Work under this Contract on or before the date to be specified in a written "Notice to Proceed" and to complete said Work to the satisfaction of IEUA Ten (10) calendar days after Notice to Proceed of the Contract. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in Section 2 General Information, Item S Liquidated Damages for each day of delay (\$500.00 Per Day) , which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA may deduct the amount thereof from any money due or that may become due to the CONTRACTOR by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA may also deduct from any sums due or to become due to the CONTRACTOR, penalties and fines for violations of applicable local, state, and federal law.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, one in the amount of one hundred (100) percent of the Contract Price, to guarantee the faithful performance of the Work, and one in the

amount of one hundred (100) percent of the Contract Price to guarantee payment of all claims for labor and materials furnished.

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

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

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

- M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

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

By _____
General Manager

CONTRACTOR


By _____

Peter L. Rasic, President

Title *25 SEP 2019*

RF 2019-45

* A Municipal Water District

INFORMATION
ITEM
2A



2/2/19

Date: November 20, 2019

To: The Honorable Board of Directors

From: Shivaji Deshmukh, General Manager

Committee: Engineering, Operations & Water Resources

11/13/19

Executive Contact: Christiana Daisy, Executive Manager of Engineering/AGM

Subject: Regional Water Use Efficiency Programs Annual Report - FY 2018/19

Executive Summary:

Annually, the Inland Empire Utilities Agency (IEUA) prepares a comprehensive regional Water Use Efficiency (WUE) programs report that captures all activities that occurred over the previous fiscal year. The report tracks the progress that has been made toward goals and objectives outlined in IEUA's Regional WUE Business Plan. Member agencies receive a regional WUE summary perspective, as well as service-area-specific data and activity that provides the foundation for regulatory compliance with State WUE statutes. Moreover, the report serves as a benchmark for assessing and evaluating overall program performances for planning existing and future programs.

The Agency currently offers a suite of regional WUE programs that are designed to positively impact individual long-term behavior regarding efficient use of water. Over the last fiscal year, there were approximately 3,696 water saving technologies/services deployed throughout the service area representing an estimated annual water savings of 285 acre-feet and a lifetime savings of 2,331 acre-feet.

Staff's Recommendation:

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

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

Account/Project Name:

Not Applicable

Fiscal Impact (explain if not budgeted):

Not Applicable

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

The project is consistent with IEUA's Business Goal of increasing Water Reliability by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - IEUA Regional Water Use Efficiency Programs Annual Report - FY 2018/19

[\(Click to download\)](#)

Regional Water Use Efficiency Programs FY 2018-19 Report



Regional Water Use Efficiency Priorities

- Surpassing SBX 7-7 (2009) – 20% reduction in water use by 2020
- Model Water Efficient Landscape Ordinance (AB 1881 – MWELO, 2015)
- Making Water Conservation a California Way of Life (AB 1668/SB 606, 2018)
- Regional Water Use Efficiency (WUE) Business Plan (2015 – 2020)
- Compliance with WUE legislation and regulations

Education

- IEUA Residential Landscape Training Workshops
 - 11 residential courses conducted throughout IEUA's service area
- National Theatre for Children
 - 50 Theater Performances – 22,452 K-6 students, teachers and parents reached
- Shows that Teach
 - 9 Theater Performances – 4,500 K-6 students, teachers and parents reached
- Garden-In-Every School Program
 - 3 New Gardens Started in Ontario and Upland



Water Use Efficiency Programs

IEUA Locally Implemented WUE Programs	Activity	Savings (AFY)
Residential Landscape Retrofit Program	89 Sites (125 controllers; 1,544 Nozzles)	25
Residential Controller Upgrade Program	234 Workshop Attendees 256 Controllers Installed	11
Residential Pressure Regulation Program	494 Sites Visited 396 PRVs Replaced	47
Regional Landscape Evaluation and Audit Program	78 Residential / 83 Commercial	113
SoCalWater\$mart.com: Rebates	2,653 Rebates	91
	Total	285

Partial Savings (AFY) rounded to the nearest whole number.

LIFETIME SAVINGS: 2,331 AF

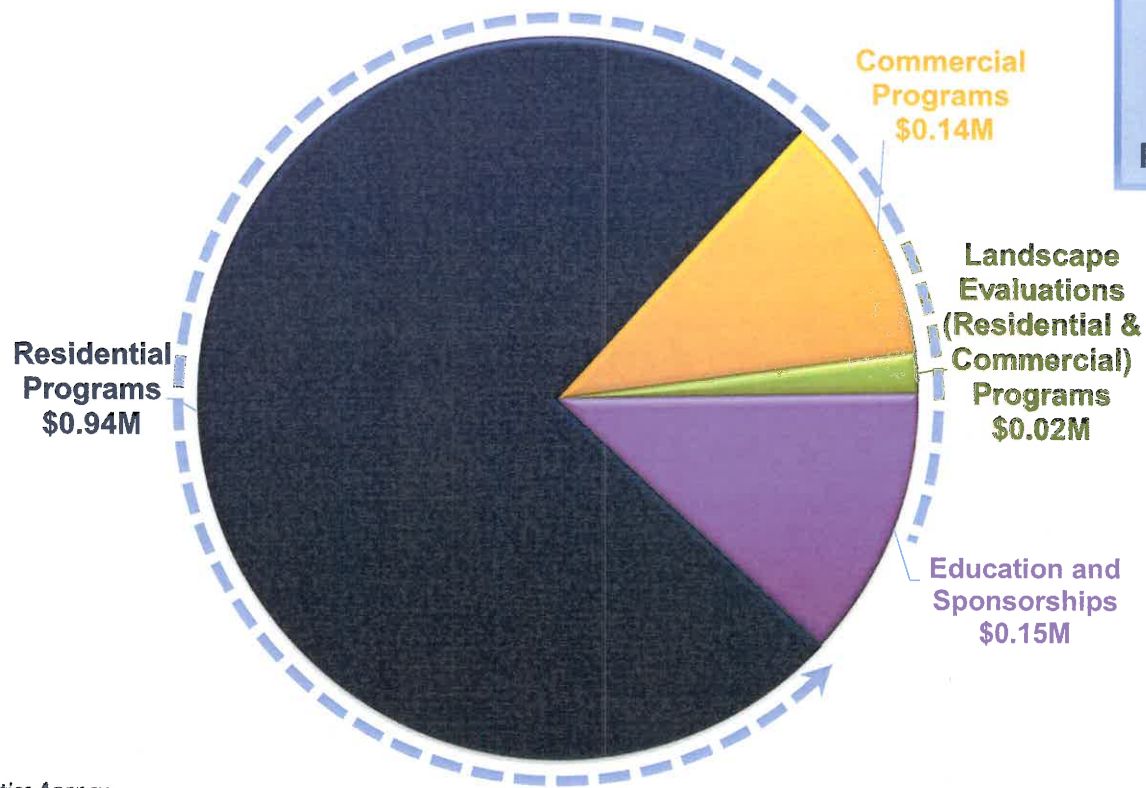


Member Agency Support Programs

- Landscape Design Services
- Member Agency Administered Programs
- Support Tools Organizational Dues
- Support Grants
- SAWPA Grant Funded Projects
 - Aerial Mapping and Web Applications
 - SmartScape – Prop 84
 - Turf Removal – Prop 84



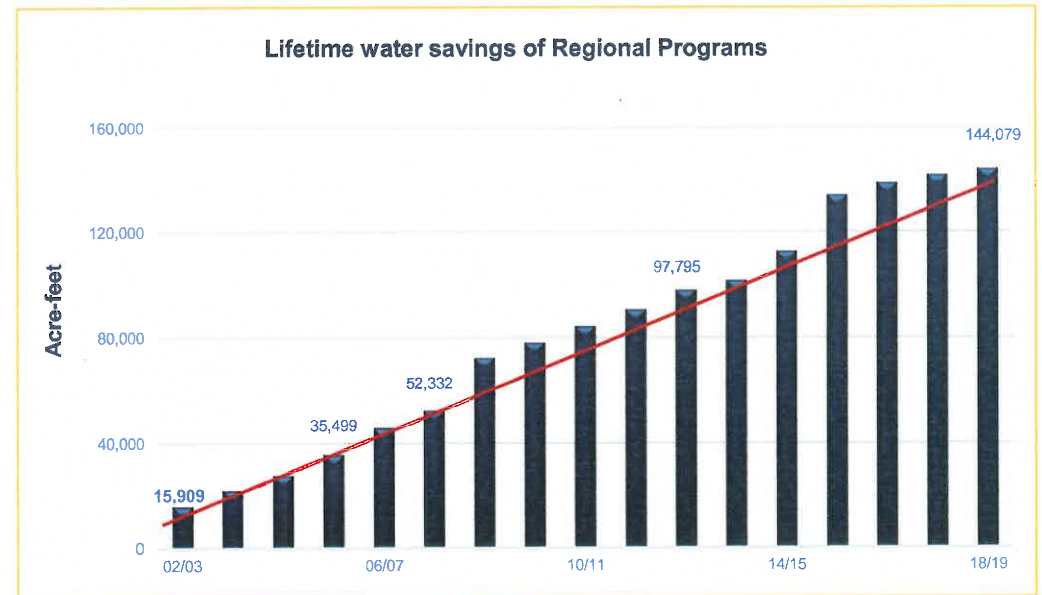
Water Use Efficiency Programs Funding



WUE Core Programs
\$1.25M
Funding: 48% IEUA - 52% External
Program Cost to IEUA per AF: \$258

Annual Water Use Efficiency Programs Summary

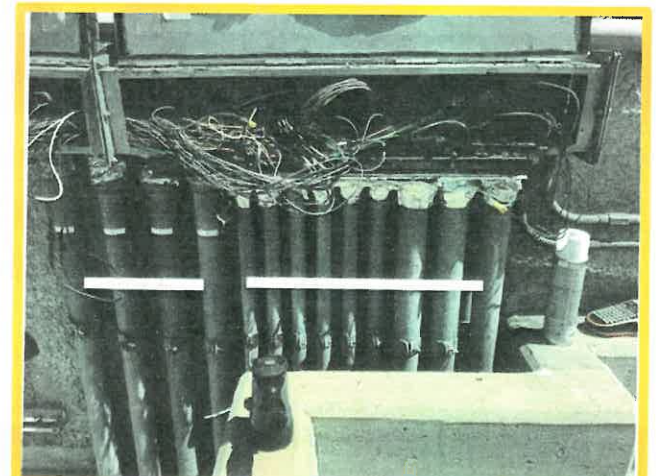
- 3,696 technologies & services
- 285 AF of annual water savings
- Lifetime water savings: 2,331 AF
- FY 2018-2019 Core Programs
 - Education
 - Programmatic
 - Member Agency Support



~144,079 AF of water has been conserved since 1992 through IEUA's water use efficiency programs

**INFORMATION
ITEM
2C**

Engineering and Construction Management Project Updates



Baseline Recycled Water Pipeline Extension

Project Goal: Increase Recycled Water Usage



Base Paving After Pipe Installation

Total Project Budget: \$6.9 M
Project Completion: March 2020
Construction Percent Complete: 85%

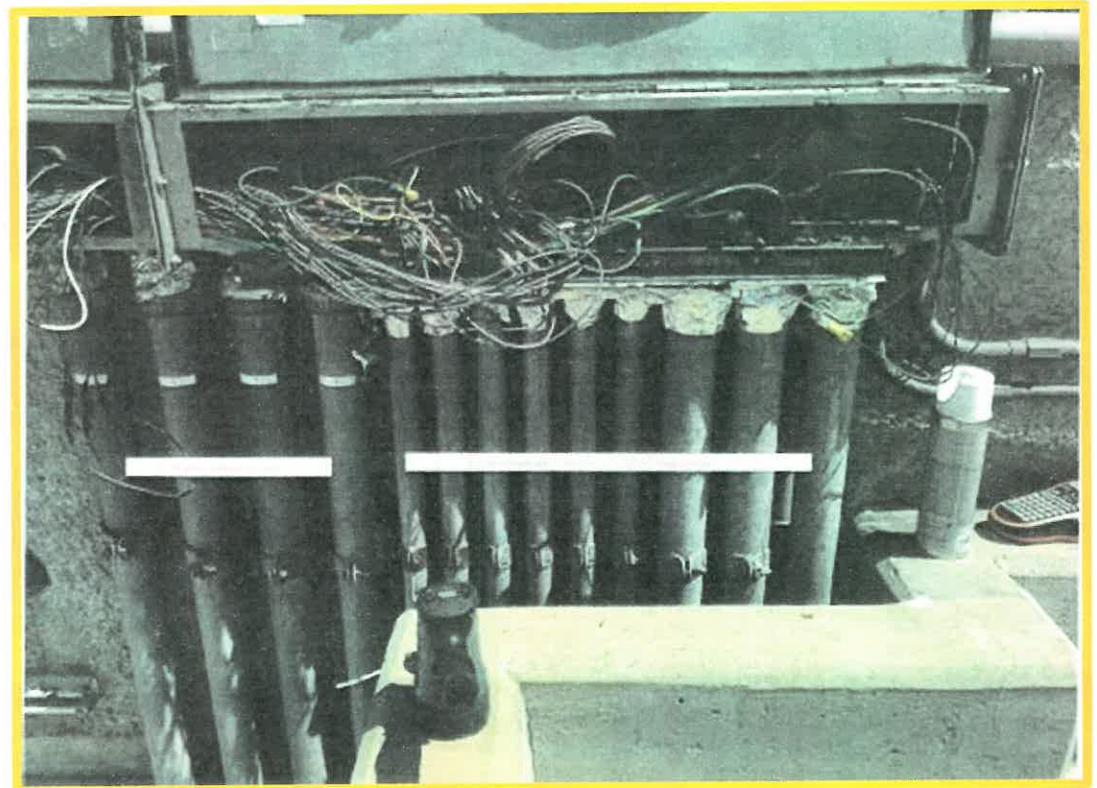
Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo Engineers	\$556 K	2.52%
Construction (Current)	Trautwein Construction	\$5.2 M	5.6%

CCWRF Electrical Wiring Replacement

Project Goal: Increased Reliability

Total Project Budget: \$300 K
Project Completion: January 2020
Construction Percent Complete: 5%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	\$0	0.00%
Construction	M. Brey Electric	\$55 K	0.00%



CCWRF Pull Box/Conductors/Wiring to be Replaced

RP-1 Tertiary Treatment FM-1 Bleach Mixing Repairs

Project Goal: Improve performance and efficiency



Total Project Budget: \$680 K
Project Completion: June 2021
Design Percent Complete: 150%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design (Current)	GHD	\$48 K	0.00%
Construction	TBD	\$0	0.00%

IERCF Design Build Wash Pad Cover

Project Goal: Improve Efficiency and Safety

Total Project Budget: \$550 K
Project Completion: February 2020
Design Percent Complete: 10%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	N/A	\$0	0.00%
Construction	Next Stage Engineering	\$295 K	0.00%



5

Conceptual 1

Napa Lateral

Project Goal: Increased Recycled Water Use



Bore Pit on Napa Street

Total Design-Build Project Budget: \$6.9 M
Project Completion: December 2019
Construction Percent Complete: 75%

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Construction	KEC/Ferreira	\$5.3 M	-1.2%