



SPECIAL

BOARD OF DIRECTORS MEETING

March 2, 2017

6:00 p.m.

**City of Ontario – Council Chambers
303 E. “B” Street, Ontario, CA**

SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS CHINO BASIN DESALTER AUTHORITY

March 2, 2017

6:00 p.m.

Council Chambers, of the City of Ontario
303 E. "B" Street, Ontario, CA

*All documents available for public review are on file with the Authority's secretary located at
2151 S. Haven Avenue, Suite 202, Ontario, CA 91761.*

AGENDA

Call to Order

Flag Salute

Public Comment: Members of the public may address the Board at this time on any non-agenda matter. *Please complete a Comment Card and give it to the Secretary. Comments are limited to three (3) minutes per individual. State your name and address for the record before making your presentation. This request is optional, but very helpful for the follow-up process.*

Under the provisions of the Brown Act, the CDA Board is prohibited from taking action on oral requests. However, Board Members may respond briefly or refer the communication to staff. The CDA Board may also request the Secretary to calendar an item related to your communication at a future CDA Board meeting.

ACTION ITEMS

Prior to action of the CDA Board, any member of the audience will have the opportunity to address the CDA Board on any item listed on the agenda, including those on any consent calendar. Please submit a comment card to the secretary with the agenda item number noted.

1. **MINUTES OF JANUARY 5, 2017 REGULAR BOARD MEETING**
2. **CONTRACT NO. 4600002266 WITH OLIN CORPORATION FOR SUPPLY OF SODIUM HYDROXIDE**
Report by: Michael Chung, CDA CFO/Treasurer
Staff Recommendation:
 1. Approve Contract No. 4600002266 with Olin Corporation, for supply and delivery of sodium hydroxide.
 2. Authorize the General Manager/CEO to execute the contract.
3. **CHINO I DESALTER RELIABILITY PROJECT: CHANGE ORDER NO. 6 TO PASCAL & LUDWIG CONSTRUCTION CONTRACT**
Report by: Cindy Miller, Phase 3 Expansion Program Manager (Michael Baker International Inc.)
Staff Recommendation:
 1. Approve Change Order No. 6 to Pascal & Ludwig for construction of the Chino I Desalter Reliability Project in the not-to-exceed amount of \$331,950.
 2. Authorize the General Manager/CEO to execute the change order and approve authorized expenditures up to a not-to-exceed total of \$3,792,380.

4. PHASE 3 EXPANSION PROJECT: AMENDMENT NO. 1 TO AGREEMENT WITH ON-SITE TECHNICAL SERVICES FOR CRF START-UP SUPPORT

Report by: Cindy Miller, Phase 3 Expansion Program Manager (Michael Baker International Inc.)

1. Approve Amendment No. 1 to the Professional Services Agreement with ON-SITE Technical Services for CRF Start-up support in the not-to-exceed amount of \$34,400.
2. Authorize the General Manager/CEO to finalize and execute the amendment and approve authorized expenditures up to a not-to-exceed total of \$100,000.

Staff Comments:

- (i) Deputy CDA General Counsel, Allison Burns
- (ii) CDA CFO/Treasurer, Michael Chung
- (iii) CDA General Manager/CEO, Curtis Paxton

CLOSED SESSION

The Authority may adjourn to a Closed Session to consider litigation matters, personnel matters, or other matters as provided for in the Ralph M. Brown Act (Section 54950 et seq., of the Government Code).

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)

(TWO POTENTIAL CASES)

6. CONFERENCE WITH LEGAL COUNSEL – GOVERNMENT CODE SECTION 54956.9(D)(1) EXISTING LITIGATION: VIDO ARTUKOVICH AND SON V. CHINO BASIN DESALTER AUTHORITY, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVDS1621162

Directors Comments:

ADJOURNMENT – To the Regular Meeting on April 6, 2017

Declaration of Posting

I, Casey Costa, Executive Assistant to the Chino Basin Desalter Authority, hereby certifies that a copy of this agenda has been posted by 6:00 p.m. at City of Ontario, 303 E. "B" Street, Ontario, CA on Monday, February 27, 2017.

Casey Costa
Executive Assistant



Board of Directors Meeting

Agenda Item

No. 1

REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
CHINO BASIN DESALTER AUTHORITY

MINUTES

January 5, 2017

The Regular Meeting of the Board of Directors of the Chino Basin Desalter Authority was held at the City of Ontario, 303 E. "B" Street, Ontario, CA, on the above date. The meeting was called to order at 6:00 p.m. by Peter Rogers, City of Chino Hills.

Directors Present:

Peter Rogers, City of Chino Hills, Chair
Greg Newton, City of Norco, Vice Chair
S.R. "Al" Lopez, Western Municipal Water District, Secretary
Tom Haughey, City of Chino
Scott Burton, City of Ontario
Jasmin Hall, Inland Empire Utilities Agency
Betty Anderson, Jurupa Community Services District
J. Arnold Rodriguez, Santa Ana River Water Company, Vice Chair

Directors Absent:

None

Others Present:

Curtis Paxton, CDA General Manager/CEO
Allison Burns, CDA Deputy General Counsel
Michael Chung, CFO/Treasurer
Todd Minten, CDA Operations Manager
Jose Garcia, CDA Principal Accountant
Casey Costa, CDA Executive Assistant
Ben Armel, Jurupa Community Services District
Todd Corbin, Jurupa Community Services District
Derek Kawaii, Western Municipal Water District
Cindy Miller, Michael Baker International

FLAG SALUTE

The Pledge of Allegiance was led by Director Lopez/WMWD

PUBLIC COMMENT ON NON-AGENDA ITEMS

There were no comments oral or written from the public.

CLOSED SESSION

The Authority may adjourn to a Closed Session to consider litigation matters, personnel matters, or other matters as provided for in the Ralph M. Brown Act (Section 54950 et seq., of the Government Code).

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2)**

(FIVE POTENTIAL CASES)

2. **CONFERENCE WITH LEGAL COUNSEL – GOVERNMENT CODE SECTION 54956.9(D)(1) EXISTING LITIGATION: VIDO ARTUKOVICH AND SON V. CHINO BASIN DESALTER AUTHORITY, SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVDS1621162**

3. **IN ACCORDANCE WITH GOVERNMENT CODE, SECTION 54957(B): PUBLIC EMPLOYEE PERFORMANCE EVALUATION.**

(TITLE: GENERAL MANAGER/CEO)

The Board recessed into Closed Session at 6:01 p.m. and reconvened at 6:40 p.m.

Closed Session Item 1: There was no reportable action

Closed Session Item 2: General Counsel Burns reported that the Board authorized General Counsel to defend the action, unanimously with one abstention by Director Lopez/MMWD

Closed Session Item 3: There was no reportable action.

CONSENT CALENDAR ITEMS

Consent Calendar items are expected to be routine and non-controversial to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be moved to the first item on the Action Items.

4. **MINUTES OF DECEMBER 1, 2016 SPECIAL BOARD MEETING**
5. **TREASURER'S FINANCIAL AFFAIRS REPORT FOR QUARTER ENDED SEPTEMBER 2016**
Report by: Michael Chung, CDA CFO/Treasurer
6. **TREASURER'S REPORT ON GENERAL DISBURSEMENTS FOR THE QUARTER ENDED SEPTEMBER 2016**
Report by: Michael Chung, CDA CFO/Treasurer
7. **BUDGET VARIANCE REVIEW FOR THE QUARTER ENDED SEPTEMBER 2016**
Report by: Michael Chung, CDA CFO/Treasurer

Motion: *It was moved by Director Newton/Norco and seconded by Director Rodriguez/SARWC to approve Consent Items 4-7.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/MMWD

Noes: None

Absent: None

Abstained: None

ACTION ITEMS

8. COST OF LIVING ADJUSTMENT

Report by: Curtis D. Paxton, CDA General Manager/CEO

Staff Recommendation:

1. Approve a Cost of Living Adjustment (COLA) of 3.0% for CDA employees (with the exception of the General Manager/CEO) effective Pay Period 1 of 2017.

General Manager Paxton reviewed staff's recommendation to approve a COLA of 3.0% for CDA employees, with the exception of the General Manager/CEO. In comparing member agencies' COLA increases it was found that many factors, such as PERS offsets, health care contributions, etc., make it difficult to directly compare increase factors. The 18-month CPI change from April 2015 to October 2016 was 3.09% and the most recent COLA for CDA employees was 18 months ago in July 2015. The 2016/17 budget includes an assumption of a 3.0% COLA; total impact to budget is \$11,500. In future years staff recommends standardizing the COLA process by using CPI data from November of each year as the basis for COLA recommendation.

Motion: *It was moved by Director Newton/Norco and seconded by Director Haughey/Chino approve Action Item 8.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/MMWD

Noes: None

Absent: None

Abstained: None

9. CONSIDERATION OF APPROVAL OF FIFTH AMENDED AND RESTATED EMPLOYMENT AGREEMENT - GENERAL MANAGER/CEO

Report by: Finance Committee/Allison Burns

Staff Recommendation:

1. Approve the Fifth Amended and Restated Employment Agreement with General Manager/CEO, Curtis D. Paxton.

Deputy Counsel Burns reviewed the recommendation to approve the Fifth Amended and Restated Employment Agreement with Curtis D. Paxton. The terms of the agreement include a salary increase of 2.0%, provision for payment of service club dues, with a two-year term through January 15, 2019. There were no questions or comments.

Motion: *It was moved by Director Newton/Norco and seconded by Director Haughey/Chino to approve Action Item 9.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/MMWD

Noes: None

Absent: None

Abstained: None

10. ACWA JPIA HEALTH INSURANCE

Report by: Curtis D. Paxton, CDA General Manager/CEO

Staff Recommendation:

1. Approve Resolution 2017-01 consenting to enter the Joint Protection Program of the Association of California Water Agencies/Joint Powers Insurance Authority.
2. Appoint a Representative and Alternate Representative to represent CDA on the ACWA/JPIA Board of Directors.

General Manager Paxton reviewed the recommendation to approve Resolution 2017-01, consenting to enter the Joint Protection Program of ACWA/JPIA, subject to final approval by ACWA/JPIA, and to appoint CDA Representatives to the ACWA/JPIA Board of Directors. The health insurance program offered by ACWA/JPIA offers greater flexibility and options for staff than the current program that CDA participates in, offered by Special District Risk Management Authority. There is no impact to CDA budget. Director Anderson/JCSD offered to represent CDA on the ACWA/JPIA Board of Directors, with General Manager Paxton as the Alternate Representative. There were no further questions or comments.

Motion: *It was moved by Director Lopez/WMWD and seconded by Director Rodriguez/SARWC to approve Action Item 10 to approve Resolution 2017-01 and to appoint Betty Anderson/JCSD as Representative and General Manager Paxton as Alternate Representative to represent CDA on the ACWA/JPIA Board of Directors.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/WMWD

Noes: None

Absent: None

Abstained: None

11. APPROVAL OF ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR 2015/16

Report by: Michael Chung, CDA CFO/Treasurer

Staff Recommendation:

1. Approve the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2016; and
2. Direct staff to make distribution, as appropriate, to the various federal, state and local agencies, financial institutions, bond rating agencies and other interested parties.

Principal Accountant Garcia reviewed the PowerPoint presentation summarizing Fiscal Year 2015/16 Annual Financial Report. He reported on revenue and expenses compared to FY 2014/15 and Reserve Summary. There were no questions or comments.

Motion: *It was moved by Director Anderson/JCSD and seconded by Director Lopez/WMWD to approve Action Item 11.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/WMWD

Noes: None

Absent: None

Abstained: None

12. PHASE 3 EXPANSION: LETTER OF UNDERSTANDING WITH SPECIALTY MINERALS, INC.

Report by: Curtis Paxton, CDA General Manager/CEO

Staff Recommendation:

1. Approve the Letter of Understanding with Specialty Minerals, Inc. (SMI) for the disposal/sale of pellets generated from the Concentrate Reduction Facility; and
2. Authorize the General Manager/CEO to accept and execute the Letter of Understanding.

General Manager Paxton reviewed staff's recommendation to approve the Letter of Understanding with Specialty Minerals, Inc. (SMI) for the disposal/sale of pellets generated by the Concentrate Reduction Facility, subject to non-substantive changes by legal counsel. He reviewed that Water Quality Treatment Solutions, Inc., conducted a survey in 2010 to identify potential markets for the pellets and in 2015 conducted a follow up marketing survey and found that SMI was the sole market sector showing interest in the pellets. The Letter of Understanding outlines the basic terms of a formal agreement, with SMI agreeing to a guaranteed disposal method with the intent of shared revenue generation through the sale of pellets. SMI will invest resources in the processing, sales, and market development of the pellets and direct shipping of pellets to a third party. If, after the initial five-year period, SMI has generated \$100,000 in annual revenue for CDA the agreement will evergreen for an additional five years. Director Lopez/WMWD asked where the pellets will be shipped and the shipping method. General Manager Paxton replied that initially the pellets will be disposed of by trucking the material to the mining facility in Lucerne Valley. Director Newton/Norco inquired whether the shipping rate of \$20/ton includes any fuel surcharges in future years. General Manager Paxton replied that the specific terms will be negotiated and stated in a formal agreement. There were no further questions or comments.

Motion: *It was moved by Director Anderson/JCSD and seconded by Director Newton/Norco to approve Action Item 12.*

Motion carried:

Ayes: T. Haughey/Chino, P. Rogers/Chino Hills, G. Newton/Norco, S. Burton/Ontario, B. Anderson/JCSD, J.A. Rodriguez/SARWC, S.R. Lopez/WMWD

Noes: None

Absent: None

Abstained: None

INFORMATION ITEMS

Information items are non-action items presented to the Board for their information.

13. QUARTERLY DESALTER EXPANSION REPORT **Report by: Cindy Miller, Phase 3 Expansion Program Manager**

Cindy Miller/MBI presented the Chino Desalter Phase 3 Expansion Report. She reported on projects in construction - Concentrate Reduction Facility, Chino I & II Intertie Pipeline Project, equipping of Wells II-10 and II-11, Chino I Desalter Reliability Project, and Chino II Pre-Engineered Metal Storage Building. There is project in design, the Santa Ana River Crossing HDD Design.

She reviewed activities scheduled for the next three months, which includes start-up and close out of construction contracts for the Concentrate Reduction Facility and Chino I Desalter Reliability Project. Construction will continue for Chino I/II Raw Intertie and Pre-Engineered Metal Storage Building. Equipping of Wells II-10 and II-11 will be on hold until the Raw Water Intertie Pipeline is completed. Design activities will continue for Santa Ana River HDD Crossing. She also reported on total project cost estimate of \$149.5 million and grant funding totaling \$76.9 million, for a net Capital Cost of \$72.6 million. She noted that a grant proposal to U.S. Bureau of Reclamation in the amount of \$5.25 Million has been submitted. There were no questions or comments.

14. QUARTERLY SOUTH ARCHIBALD PLUME REPORT **Report by: Cindy Miller, South Archibald Plume Program Manager**

Miller/MBI reported on activities for the next three months, which include the alignment study, currently being performed by Webb Associates, Well II-12 property acquisition and the Raw Water Pipeline Construction. She reviewed the total project cost estimate of \$20.82 Million, RP-1 parties estimated cost participation of \$16.43 Million. The difference between the two figures represents facilities that are part of the original Expansion Project. She reported grant funding is currently \$10.18 Million. It was asked if there will be any additional grant funding opportunities, and she replied that there will be and there is currently an application submitted that we should hear back from in February or March. There were no further questions or comments.

15. QUARTERLY OPERATIONS REPORT **Report by: Todd Minten, Operations Manager**

Operations Manager Minten presented the Quarterly Operations Report for the period September 2016 through November 2016. He reported on the status of water deliveries to member agencies through November 2016, at 109.7% of entitlement deliveries, with anticipation of 100% of entitlement delivered at fiscal year-end.

He reported that water quality goals have been met, reported on desalter production, brine line discharge, and scheduled and unscheduled production interruptions. He reported that Well I-6 will be removed for evaluation. All other wells are operational. There were no comments or questions.

Staff Comments:

- (i) CDA Deputy General Counsel Allison Burns had no comments.
- (ii) CDA CFO/Treasurer, Michael Chung had no comments.
- (iii) CDA General Manager/CEO, Curtis Paxton thanked Board Members for consideration of his employment agreement and CDA staff COLA.

DIRECTOR COMMENTS

Director Lopez/MMWD reported that he has been reelected to a fifth term and Robert Stockton/MMWD has been appointed as primary CDA representative.

ADJOURNMENT – There being no further business to come before the Board, the meeting was adjourned at 7:27 p.m.

Secretary of the Board of Directors
/cc



Board of Directors Meeting

Agenda Item

No. 2



SUBJECT: CONTRACT NO. 4600002266 WITH OLIN CORPORATION FOR SUPPLY OF SODIUM HYDROXIDE

RECOMMENDATION:

Staff recommends that the Board:

- 1. Approve Contract No. 4600002266 with Olin Corporation, for supply and delivery of sodium hydroxide.
2. Authorize the General Manager/CEO to execute the contract.

BACKGROUND:

The new contract for procurement of bulk sodium hydroxide reflects an initial one-year period of performance running from February 2017 through February 2018, and may be subsequently extended via negotiated mutual agreement between the Supplier and CDA through a Contract amendment. This contract will be used by both the Chino I and Chino II facilities.

In preparation for issuing this contract for CDA, a competitive request for proposal was issued to a total of 76 prospective suppliers via the Inland Empire Utilities Agency's electronic bid system (PlanetBids), as well as direct e-mail solicitation. Subsequently, five responsive proposals were received. The pertinent comparative unit price information from those five competitive proposals is displayed below and forms the basis of staff's recommendation to award to the low-bidder, Olin Corporation.

Table with 3 columns: Bidding Firm, Price for 25% Solution / gal., Price for 50% Solution / gal. Rows include Olin Corporation, Univar, Brenntag Pacific, JCI Jones, and PVS Minibulk.

This item was reviewed and approved by the Technical Advisory Committee (02/14/2017) and Finance Committee (02/16/2017).

IMPACT ON BUDGET:

The combined FY2016/17 budget for sodium hydroxide for both desalters is \$1,012,284.

Prepared by: Michael C. Chung, CDA CFO/Treasurer

Board of Directors: [] Approved [] Continued [] Denied

CDA GM/CEO Acknowledgement: Date:

CHINO BASIN DESALTER AUTHORITY

**CONTRACT NUMBER: 4600002266
FOR
SUPPLY OF SODIUM HYDROXIDE**

This CONTRACT (Contract) is made and entered into this _____ day of _____, 2017, by and between the Chino Basin Desalter Authority, a joint powers authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as CDA) and Olin Corporation, dba Olin Chlor Alkali Products located in Tracy, California (hereinafter referred to as Supplier) for supply and delivery of bulk 25% and 50% sodium hydroxide.

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

- A. **CDA ASSIGNMENT**: All general direction related to performance under this Contract shall come from the CDA's designated representative. Details of the CDA's assignment are as follows:

CDA Representative: Todd Minten
Location: 2151 S. Haven Ave., Suite 202
Ontario, CA 91761
Telephone: (909) 218-3731
Email: tminten@chinodesalter.org

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

Contractor's Representative: John Schabacker
Address: 26700 South Banta Road
Tracy, CA 95304
Telephone: (209) 221-8265
E-mail: jmschabacker@olin.com

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

1. Amendment(s) to Contract No. 4600002266
2. Contract No. 4600002266 Terms and Conditions.
3. Request for Quotation RFQ-RH-16-600
4. Supplier's Quotation dated November 30, 2016

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

PRODUCT REQUIREMENTS: Supplier shall supply and deliver, via "bulk" truck loads, sodium hydroxide in either 25% or 50% percent solutions (as specified at time of order). All sodium hydroxide supplied under this contract shall be in accordance with industry standards, and must meet the ANSI/NSF Standard 60, and shall comply with all applicable Federal, State, and local rules and regulations in effect at the time of delivery.

ESTIMATED QUANTITIES: It is anticipated that the combined annual usage of sodium hydroxide needed in conjunction with this contract will be approximately 875,000 gallons. However, the Chino Basin Desalter Authority (CDA) will not be obligated to purchase any specific quantities and reserves the right to purchase either more or less product at the firm-fixed price(s) quoted.

SHIPPING INSTRUCTIONS: Shipments shall be made, via "bulk truck load", within three calendar days from receipt of either a verbal or written shipping order from CDA personnel. Orders will be placed on an as-needed basis to suit the CDA's requirements throughout the contract period. Deliveries shall be routinely made Monday through Friday, between the hours of 7:30 a.m. and 3:30 p.m. However, no deliveries will be accepted between 12:00 and 12:30 p.m.

DELIVERY LOCATIONS: Sodium hydroxide (either 25% or 50%) shall be delivered in bulk to the following locations:

<u>DELIVERY LOCATION</u>	<u>ESTIMATED ANNUAL USAGE</u>
Chino I Desalter Facility 6905 Kimball Avenue Chino, CA 91708	75,000 gallons
Chino II Desalter Facility 11251 Harrel Street Mira Loma, CA 91752-1442	800,000 gallons

In addition, the CDA reserves the right to add new / additional delivery locations as may be required at any time during the term of this contract. Any added additional locations shall receive the same product, service, pricing, etc. as required under this original contract.

LOADING AND UNLOADING: Upon arrival, the Supplier's delivery person will report to the CDA Operations Building and inform available Operations staff of the pending delivery. Subsequent to such notification, an CDA operator will observe the unloading of each shipment. The Supplier's delivery person shall allow up to one-half hour between relaying notification and approval by CDA operators to unload shipment. Procedures for loading and unloading of all shipments shall comply with Cal-OSHA Standards. Loading and unloading of all shipments will not commence without a CDA Operator present. The Supplier's delivery equipment **must** be fully compatible with CDA facilities and equipment. Deliveries shall be executed without any spillage of material. **Any** spilled material, however minor, shall immediately be contained and properly removed by the Supplier. Any damage or disfigurement to CDA property caused by a spill shall be replaced/corrected by the Supplier as soon as possible.

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

EMERGENCY TELEPHONE NUMBER: Chemtrec (800) 424-9300.

SAFETY DATA SHEETS: The Supplier shall provide two copies of the Safety Data Sheet (MSDS) applicable to the delivered product to the CDA's Contract Administrator upon execution of this contract, as well as whenever the delivered product and/or its SDS is revised or updated.

PRODUCT HANDLING TRAINING: The Supplier may be requested to provide training (no more than one hour in duration) covering the safe and proper handling procedure of their product. This training may be provided at the CDA's Desalter I and/or Desalter II facility once per calendar year if requested by CDA operations personnel. Said training sessions shall be provided by the Supplier at no additional cost to the CDA.

E. **TERM OF CONTRACT:** The term of this Contract shall run from the date of its bi-lateral execution through February 28, 2018, or as subsequently extended via negotiated mutual agreement between the Supplier and CDA and incorporated via formal, bi-laterally signed amendment to this Contract.

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

As compensation for product provided under this Contract, the CDA shall pay the Supplier on a fixed unit price basis as per the Price Schedules shown below..

PRICE SCHEDULE FOR SUPPLY OF BULK 25% SODIUM HYDROXIDE:

PRODUCT PRICE	\$.825 / Gallon *
SALES TAX	Not Applicable - Exempt
DELIVERY CHARGE / GALLON	(Included in Unit Price)
TOTAL NET PRICE (delivered)	\$.825 / Gallon *
	(* min. 4,500 gals/delivery)

PRICE SCHEDULE FOR SUPPLY OF BULK 50 % SODIUM HYDROXIDE:

PRODUCT PRICE	\$ 1.55 / Gallon **
SALES TAX	Not Applicable - Exempt
DELIVERY CHARGE / GALLON	(Included in Unit Price)
TOTAL NET PRICE / GALLON (delivered)	\$ 1.55 / Gallon **
	(** min. 4,000 gals/delivery)

Subsequent to each delivery made against this contract, the Supplier shall submit its invoice to the following address:

Chino Basin Desalter Authority
2151 S. Haven Ave., Suite 202
Ontario, CA 91761

Alternatively, electronic invoices may be sent via e-mail to: finance@chinodesalter.org

G. **FITNESS FOR DUTY:**

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

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

A. **Minimum Scope of Insurance:**

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number GL 00 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be \$2,000,000.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 10 01, covering Automobile Liability, including "any auto."
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and mutually agreed upon by Supplier and the CDA.

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

1. **General Liability and Automobile Liability Coverage**
 - a. The CDA, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Supplier including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the

Supplier. General liability coverage can be provided in the form of an endorsement to the Supplier's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). The coverage shall contain no special limitations on the scope of protection afforded to the CDA, its officers, officials, employees or volunteers.

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

2. Workers' Compensation and Employers Liability Coverage

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

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 CDA.

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

E. Verification of Coverage: Supplier shall furnish the CDA with certificates of insurance and with original endorsements effecting coverage required by the CDA for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the CDA before work commences. The CDA reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

Roger Hughbanks via e-mail addressed to: rhughbanks@ieua.org

- G. Release of Liability: Contractor understands and hereby agrees that, during the course of this Contract, Contractor's Property maybe exposed to the risk of, but not limited to, the following: theft; vandalism; fire damage; wind damage; for which Contractor agrees to assume any and all such risk and consequences, as a result thereof.

J. **LEGAL RELATIONS AND RESPONSIBILITIES:**

1. Status Of Supplier: The Supplier is retained as an independent Supplier only, for the sole purpose of providing product as described herein, and not employee(s) of the CDA.
2. Observing Laws And Ordinances: The Supplier or any Subcontractor shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the supply of any product, conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Supplier or any Subcontractor shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the CDA, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Supplier or its employees.
3. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the CDA Project Manager.
4. Indemnification: Supplier shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Supplier, its directors, employees, agents and assigns, in the performance of work under this contract.
5. Conflict of Interest: No official of the CDA who is authorized in such capacity and on behalf of the CDA to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
6. Equal Opportunity: During the performance of this contract the CDA, the Supplier and any Subcontractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, or physical handicap.
7. Disputes:
 - a. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Supplier shall pursue the work to completion in accordance with the instruction of the CDA's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be

conducted under California Code of Civil Procedure Sections 1280, et. seq., or their successor.

- b. Any and all disputes during the pendency of the work shall be subject to resolution by the CDA Project Manager and the Supplier shall comply, pursuant to the CDA Project Manager instructions. If the Supplier is not satisfied with any such resolution by the CDA Project Manager, they may file a written protest with the CDA Project Manager within seven (7) calendar days after receiving written notice of the CDA's decision. Failure by Supplier to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the CDA Project Manager's resolution. The CDA's Project Manager shall submit the Supplier's written protests to the Chief Executive Officer/General Manager (CEO/GM), together with a copy of the CDA Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The CEO/GM shall make his or her determination with respect to each protest filed with the CDA Project Manager within ten (10) calendar days after receipt of said protest(s). If Supplier is not satisfied with any such resolution by the CEO/GM, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the CEO/GM's decision.
- c. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
- (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Supplier to be appointed as Arbitrator. The CDA shall determine if any of the names submitted by Supplier are acceptable and, if so, such person will be designated as Arbitrator.
 - (2) In the event that none of the names submitted by Supplier are acceptable to the CDA, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the CDA shall submit to Supplier a list of five names of persons acceptable to the CDA for appointment as Arbitrator. The Supplier shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - (3) If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
- d. Joinder in Mediation/Arbitration: The CDA may join the Supplier in mediation or arbitration commenced by a Supplier on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the CDA's representative to the Supplier.

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

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

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

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

- M. **NOTICES:** Any notice may be served upon either party via e-mail, or 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:

CDA: Todd Minten
 2151 S. Haven Ave., Suite 202
 Ontario, CA 91761
 tminten@chinodesalter.org

SUPPLIER: Charles Hogan
 26700 South Banta Road
 Tracy, CA 95304
 CDHogan@olin.com

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

- N. **INTEGRATION:** The Contract Documents represent the entire agreement between the CDA and the Supplier as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the CDA and the Supplier. (Government Code Section 4154)

- O. **GOVERNING LAW:** This Contract is to be governed by the laws of the State of California.

- P. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the CDA, the Supplier, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Supplier under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Contract Administrator and/or CDA; and any such purported or attempted assignment,

transfer, or disposal without the prior written consent of the Contract Administrator and/or CDA shall be null, void, and of no legal effect whatsoever.

- R. **FORCE MAJEURE**: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of nature, etc.
- S. **TERMINATION**: The CDA reserves the right to suspend, cancel, or terminate this Contract at any time upon ten calendar days written notice to the Supplier. In the event of such termination, the CDA shall pay Supplier for all authorized and Supplier-invoiced product, approved by the Contract Administrator, up to the date of such termination. (Government Code Section 4154)
- T. **CHANGES**: The CDA may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via mutually-agreed-to written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
- U. **EXTENSION OF CONTRACT TERMS TO OTHER PUBLIC AGENCIES**: The prices, terms and conditions of this Contract may be extended to CDA-member agencies (e.g. Jurupa Community Services District, the City of Ontario and/or the City of Chino Hills) and other Governmental Agencies at the mutual agreement of both the CDA and the Supplier. All details concerning specifications, purchase order terms, invoices, payments, etc... from other Agencies will be handled directly by and between the "other Agency" and the Supplier. The CDA does not warrant any additional use of the Contract by such Agencies.
- V. **NOTICE TO PROCEED**: No product shall be furnished under this Contract unless and until a bi-laterally executed Contract has been completed and a formal written Notice to Proceed has been issued to the Supplier by the CDA.

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

CHINO BASIN DESALTER AUTHORITY:

**OLIN CORPORATION,
dba Olin Chlor Alkali Products:**

Curtis Paxton
General Manager /
Chief Executive Officer

Date

Michael Dye
Vice President - Sales

Date



Board of Directors Meeting

Agenda Item

No. 3



SUBJECT: CHINO I DESALTER RELIABILITY PROJECT: CHANGE ORDER NO. 6 TO PASCAL & LUDWIG CONSTRUCTION CONTRACT

RECOMMENDATION:

Staff recommends that the Board:

1. Approve Change Order No. 6 to Pascal & Ludwig for construction of the Chino I Desalter Reliability Project in the not-to-exceed amount of \$331,950.
2. Authorize the General Manager/CEO to execute the change order and approve authorized expenditures up to a not-to-exceed total of \$3,792,380.

BACKGROUND:

Pascal & Ludwig (P&L) is currently under contract to the CDA for construction of an additional reverse osmosis train and building extension at the Chino I Desalter, with an anticipated completion date of March 2017. Included as part of CDA’s FY 2016/17 Adopted Capital Budget, CDA Operations identified the need to demolish and replace existing deteriorated salt tank foundations at the Chino I Desalter ion exchange facility. Albert A. Webb Associates prepared final plans and specifications for this work, and CDA received pricing from two contractors who are currently performing work for CDA.

Construction Manager, Butier Engineering, evaluated the pricing received from the two contractors, Pascal & Ludwig and Cora Constructors. Pricing between the two contracts was essentially identical, with P&L pricing at \$331,950 and Cora pricing at \$331,951. Both contractors are considered to be high quality contractors, each capable of performing this type of work. P&L is currently performing work onsite at the Chino I Desalter. Cora is currently completing offsite work associated with the Phase 3 Expansion Project. All things considered, it is recommended that P&L be awarded this work due to the current work they are performing at the Chino I Desalter.

This recommendation was reviewed and approved by the Technical Advisory Committee on February 14, 2017 and the Finance Committee on February 16, 2017.

IMPACT ON BUDGET:

Funding for the Chino I Desalter salt tank foundation demolition and replacement in the amount of \$106,446 is included in CDA’s FY 2016/17 CIP budget. The remaining amount of \$258,699 needed for the change order will be funded by unrestricted reserves currently on deposit.

Prepared by: Curtis D. Paxton, CDA General Manager/CEO

Page 1 of 2

Board of Directors: Approved Continued Denied

CDA GM/CEO Acknowledgement: _____ **Date:** _____

The General Manager/CEO's authorized not-to-exceed total expenditure for this project is currently \$3,427,234. Current contract value, including all previously approved change orders totals \$3,355,868. Not considering Change Order No. 6, total authorized change orders to date total \$422,868. Due to previous authorized change orders and in consideration of this requested additional work, the authorized expenditure allowance is requested to be increased by \$365,145 (\$331,950 plus 10% contingency).

ATTACHMENT:

- 1.) Pricing Review Memorandum for Chino I Desalter Plant – Brine Tank Pad Replacement Project, dated 2/7/2017.

Prepared by: Curtis D. Paxton, CDA General Manager/CEO

Page 2 of 2

Board of Directors: Approved Continued Denied

CDA GM/CEO Acknowledgement: _____ **Date:** _____

PRICING REVIEW MEMORANDUM FOR CHINO I DESALTER PLANT – BRINE TANK PAD REPLACEMENT PROJECT

TO: CURTIS PAXTON GENERAL MANAGER/CEO, CHINO BASIN DESALTER AUTHORITY
CINDY MILLER, CDA PHASE III EXPANSION PROGRAM MANAGER
FROM: JOE BLUM & VLAD BURCE, BUTIER ENGINEERING
SUBJECT: PRICING REVIEW FOR THE CHINO I DESALTER – BRINE TANK PAD REPLACEMENT
DATE: 2/7/2017

We have reviewed the pricing packages for the Chino I Desalter Brine Tank Pad Replacement (Brine Tank) project. A summary of the results and findings, are as follows:

- The pricing for this project was provided by Pascal & Ludwig Constructors (P&L) and Cora Constructors (Cora), based on plans and specifications, dated May 2016, and prepared by WEBB Engineering. The Contractors that provided pricing for this project are generally considered to be high quality Contractors for this industry and type of work. As a result, P&L provided pricing of \$331,950 and Cora provided pricing of \$331,951, refer to attached Pricing Summary.
- P&L provided the lowest pricing, is already mobilized at the Chino I Desalter Plant under a separate project (CDAEXP3-5-12), and because of site familiarity and proximity, P&L should be awarded the Brine Tank project. Repricing the project could mean exposing the project to the risk of escalating prices.
- All things considered, BUTIER Engineering, Inc. recommends that Pascal & Ludwig Constructors is qualified to do the work, has submitted a complete, and responsible package.

Please contact us at the numbers listed below for any questions or concerns regarding this memo.

Vlad Burce
Vlad Burce (Feb 7, 2017)

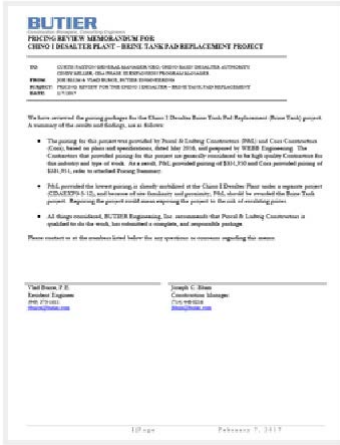
Vlad Burce, P.E.
Resident Engineer
(949) 375-1611
vburce@butier.com

Joseph C. Blum
Joseph C. Blum (Feb 7, 2017)

Joseph C. Blum
Construction Manager
(714) 448-0216
jblum@butier.com

Brine Tank Replacement Pad - PRICING SUMMARY

Item No.	Description	Qty	Unit	Contractor No. 1		Contractor No. 2	
				Pascal & Ludwig		Cora Constructors	
				Unit Price	Amount	Unit Price	Amount
Bid Schedule: Brine Tank Replacement Pad							
1	Relocate Existing Brine Tank 2: Disconnections, remove and clean rocks; move to existing PAD 3 (to be renamed to PAD 2) and permanently strap down per structural plans; provide for barrier material between pad and tank as per manufacturer requirements; reload rocks; reconnections; fill with salt and water; testing, start up; and place into service.	1	LS		\$43,490.00		\$53,000.00
2	Relocate Existing Brine Tank 1: Disconnections, remove and clean rocks; move to existing PAD 1 (formerly location of PAD 2) and permanently strap down per structural plans; provide for barrier material between pad and tank as per manufacturer requirements; reload rocks; reconnections; fill with salt and water; testing, start up; and place into service.	1	LS		\$39,500.00		\$53,000.00
3	Demo Existing Concrete PAD 2: Saw-cut concrete and paved surfaces; demolition of existing PAD 2, surrounding concrete, and any other items requiring demolition; remove and disposal of all materials, prepare area for construction new pad.	1	LS		\$29,000.00		\$22,000.00
4	Demo Existing Concrete PAD 1: Protect in place surrounding concrete surfaces, demolition of existing PAD 1; remove and disposal of demolished materials, concrete surface restoration, dowels, construction joints, expansion joints, precast inlet with grate, sloped concrete for positive flow into inlet.	1	LS		\$30,000.00		\$35,000.00
5	Construct New PAD 1 in Location of Formerly PAD 2: Scarify bottom and re-compact, compacted gravel base, construct pad and all other structural items per structural plans.	1	LS		\$53,000.00		\$34,000.00
6	Restore all curbs and gutters: Tall curbs concrete and asphalt surfaces; restore all drains; all surface restoration shall be graded such that to all positive drainage.	1	LS		\$30,400.00		\$15,000.00
7	Tank 1 and Tank 2 Mechanical and Process: Extensions and connections of brine outlet piping, soft water inlet piping, including taps, stainless steel fittings and welds, couplings, flanges, adapters, fittings, valves, size and pipe class to match existing, prep and paint for protection from sunlight, provide for all supports, bracing, brackets, connection to pipe supports, etc.	1	LS		\$21,800.00		\$21,000.00
8	Tank 1 and Tank 2 Electrical and Control: Extensions and connections of power and control wires and associates conduits, including wires, conduits, fittings, junction boxes, flexible conduits, rigid PVC coated conduits, terminations and connections at the panels and at the device, wire gauge and color to match existing, conduit sizes and schedule to match existing, provide for all supports, bracing, rackets, connections to conduit supports, etc., all work per current electrical codes.	1	LS		\$43,120.00		\$62,000.00
9	Pipe Support and Anchoring per Detail on Plans	15	EA	\$586.00	\$8,790.00	\$350.00	\$5,250.00
10	Concrete Protective Coating of Tank Foundation PAD 1 and PAD 2	2	EA	\$5,550.00	\$11,100.00	\$6,000.00	\$12,000.00
11	Concrete Protective Coating of Concrete Surface (approximately 70' x 30')	1	LS		\$15,000.00		\$16,000.00
12	Trenching and Exavation Sheeting: Shoring and bracing for protection of life and limb per OSHA Standard	1	LS		\$100.00		\$1.00
13	Pre-Construction Survey of Existing Topography and Construction Staking	1	LS		\$4,000.00		\$700.00
14	Site Clean-Up: All other items no found in Bid Items 1 through 13 (not to exceed 2% of Total Bid)	1	LS		\$2,650.00		\$3,000.00
Total					\$331,950		\$331,951











Chino I Desalter - Pricing for Brine Tank Replacement Pad Memo

Adobe Sign Document History

02/07/2017

Created:	02/07/2017
By:	Dee haynes (dhaynes@butier.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2CeDsZpdKoldk_T3eggcfhPhMz6y0_vD

"Chino I Desalter - Pricing for Brine Tank Replacement Pad Memo" History

-  Document created by Dee haynes (dhaynes@butier.com)
02/07/2017 - 11:47:14 AM PST - IP address: 74.3.126.238
-  Document emailed to Vlad Burce (vburce@butier.com) for signature
02/07/2017 - 11:48:14 AM PST
-  Document viewed by Vlad Burce (vburce@butier.com)
02/07/2017 - 11:48:26 AM PST - IP address: 74.3.126.238
-  Document e-signed by Vlad Burce (vburce@butier.com)
Signature Date: 02/07/2017 - 11:49:13 AM PST - Time Source: server- IP address: 74.3.126.238
-  Document emailed to Joseph C. Blum (jblum@butier.com) for signature
02/07/2017 - 11:49:14 AM PST
-  Document viewed by Joseph C. Blum (jblum@butier.com)
02/07/2017 - 3:54:21 PM PST - IP address: 68.5.175.201
-  Document e-signed by Joseph C. Blum (jblum@butier.com)
Signature Date: 02/07/2017 - 3:55:06 PM PST - Time Source: server- IP address: 68.5.175.201
-  Signed document emailed to Joseph C. Blum (jblum@butier.com), Dee haynes (dhaynes@butier.com) and Vlad Burce (vburce@butier.com)
02/07/2017 - 3:55:06 PM PST



Board of Directors Meeting

Agenda Item

No. 4



SUBJECT: PHASE 3 EXPANSION PROJECT: AMENDMENT NO. 1 TO AGREEMENT WITH ON-SITE TECHNICAL SERVICES FOR CRF START-UP SUPPORT

RECOMMENDATION:

Staff recommends that the Board:

1. Approve Amendment No. 1 to the Professional Services Agreement with ON-SITE Technical Services for CRF Start-up support in the not-to-exceed amount of \$34,400.
2. Authorize the General Manager/CEO to finalize and execute the amendment and approve authorized expenditures up to a not-to-exceed total of \$100,000.

BACKGROUND:

In January of this year, ON-SITE Technical Services (ON-SITE) was engaged by the CRF Construction Manager to assist CDA in troubleshooting various processes within the CRF facility that were not functioning correctly and have been preventing the start of full plant performance testing. Since starting this work, ON-SITE has successfully determined the causes for many of these issues and has assisted in developing workable solutions, which are currently being implemented by the contractor.

After ON-SITE was engaged by the Construction Manager, the Sponsor Group decided it was in the best interest of the CDA to contract directly with ON-SITE in order to have ON-SITE report directly to the CDA and function as CDA’s representative to the Contractor, Engineer, and Construction Manager. Based upon this decision by the Sponsor Group, CDA entered into a contract with ON-SITE on February 6, 2017 in the not-to-exceed amount of \$39,600, which was the initial estimate provided by ON-SITE.

After further coordination with ON-SITE, it was determined that additional time would be necessary for ON-SITE to continue supporting the CDA through completion of performance testing, which is estimated to be completed by end of March 2017. The original contract also did not include miscellaneous expenses, which is estimated at \$11,000 and includes travel and lodging, as well as pump servicing expenses (performed under ON-SITE’s direction by a third party vendor).

Considering the requested expenses budget and additional time to support the CDA through performance testing, the amended contract value requested totals \$74,000. A contingency of \$26,000 is also requested in the event additional time and expenses are needed due to delays in completion of the performance testing.

This item was reviewed and approved by the Sponsor Group on 02/14/2017, Technical Advisory Committee on 2/28/17 and the Finance Committee 02/16/2017.

IMPACT ON BUDGET:

Funding for this professional services agreement will be transferred to the CDA by the Sponsor Group parties.