

SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 ● (951) 354-4220

REGULAR COMMISSION MEETING TUESDAY, MARCH 6, 2018 – 9:30 A.M.

AGENDA

1.	<u>CAI</u>	LL TO ORDER/PLEDGE OF ALLEGIANCE (Susan Lien Longville, Chair)
2.	ROI	LL CALL
3.	Mem may b	BLIC COMMENTS bers of the public may address the Commission on items within the jurisdiction of the Commission; however, no action be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code 54.2(b).
4.	All m	NSENT CALENDAR natters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the mission by one motion as listed below. APPROVAL OF MEETING MINUTES: FEBRUARY 6, 2018 Recommendation: Approve as posted.
	В.	APPROVAL OF MEETING MINUTES: FEBRUARY 20, 2018
5.	<u>NEV</u>	W BUSINESS
	A.	BRINE LINE SERVICE CONTRACTS – REQUESTS FOR PROPOSALS (RFP) (CM#2018.27)

contracts.

Recommendation: Issue Requests for Proposals (RFPs) for the Inland Empire Brine Line service

Presenter: David Ruhl

В.

Presenter: Carlos Quintero

Recommendation: Authorize the General Manager to execute a General Services Agreement and Task Order No. W&C327-01 with Woodard & Curran in an amount not to exceed \$237,981 to provide engineering design services for the Inland Empire Brine Line Reach 4D Rehabilitation Work Plan , including a 5% contingency for field investigation related changes (\$11,332).

C. CONTRIBUTED FUNDS AGREEMENT WITH US DEPARTMENT OF INTERIOR BUREAU OF RECLAMATION FOR THE OWOW PLAN UPDATE 2018 (CM#2018.29).... 95

Presenter: Mike Antos

Recommendation: Authorize the General Manager to execute Contributed Funds Agreement No. R18CF35002 with the Bureau of Reclamation for the SAWPA One Water One Watershed Hydroclimate Analysis.

D. POSITIONS ON AB 2003 (DALY) AND AB 2050 (CABALLERO) (CM#2018.30)......101

Presenter: Larry McKenney

Recommendation: Adopt "support" positions on AB 2003 and AB 2050 and authorize the General Manager to send appropriate support letters.

6. <u>INFORMATIONAL REPORTS</u>

Recommendation: Receive for information.

- A. CHAIR'S COMMENTS/REPORT
- **B.** COMMISSIONERS' COMMENTS
- C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

7. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

B. <u>PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR</u>

SAWPA Designated Representative: General Manager Richard E. Haller

Non-Represented Employees: All SAWPA employees

8. ADJOURNMENT

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff's ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, February 28, 2018, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted at the SAWPA office, 11615 Sterling Avenue, Riverside, California.

/s/		
Kelly Berry, CMC	 	

2018 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month
(NOTE: Unless otherwise noticed, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

January		February	
1/2/18	Commission Workshop [cancelled]	2/6/18	Commission Workshop
1/16/18	Regular Commission Meeting	2/20/18	Regular Commission Meeting
March		April	
3/6/18	Commission Workshop	4/3/18	Commission Workshop
3/20/18	Regular Commission Meeting	4/17/18	Regular Commission Meeting
May		June	
5/1/18	Commission Workshop	6/5/18	Commission Workshop
5/8 - 5/11/	18 ACWA Spring Conference, Sacramento	6/19/18	Regular Commission Meeting
5/15/18	Regular Commission Meeting		
July		August	
7/3/18	Commission Workshop	8/7/18	Commission Workshop
7/17/18	Regular Commission Meeting	8/21/18	Regular Commission Meeting
September	•	October	
9/4/18	Commission Workshop	10/2/18	Commission Workshop
9/18/18	Regular Commission Meeting	10/16/18	Regular Commission Meeting
November	•	December	
11/6/18	Commission Workshop	12/4/18	Commission Workshop
11/20/18	Regular Commission Meeting	12/18/18	Regular Commission Meeting
11/27 - 11	/30/18 ACWA Fall Conference, San Diego		

SAWPA COMPENSABLE MEETINGS

Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

IMPORTANT NOTE: These meetings are subject to change. Prior to attending any meetings listed below, please confirm meeting details by viewing the website calendar using the following link:

http://www.sawpa.org/sawpa-events/

MONTH OF: MARCH

DATE	TIME	MEETING DESCRIPTION	LOCATION
3/1/18	10:30 AM	WUE Pillar Mtg	SAWPA
3/1/18	1:30 PM	Prop 1 IRWMP Development Wkshp	SAWPA
3/13/18	1:30 PM	Lake Elsinore/Cyn Lake TMDL Mtg	SAWPA
3/14/18	10:00 AM	Climate Risk/Response Pillar Mtg	SAWPA
3/14/18	1:30 PM	Workshop Basin Monitoring Program	SAWPA
		Task Force 101	SAWFA
3/14/18	2:30 PM	Basin Monitoring Program Task Force Mtg	SAWPA
3/21/18	10:00 AM	OWOW Tribal Workshop	SAWPA
3/22/18	8:00 AM	PA 22 Committee Mtg	SAWPA
3/22/18	11:00 AM	OWOW Steering Committee Mtg	SAWPA
3/26/18	2:00 PM	OWOW Disadvantaged & Tribal Communities Pillar Mtg	SAWPA

MONTH OF: APRIL

DATE	TIME	MEETING DESCRIPTION	LOCATION
4/3/18 8:30 AM		PA 23 Committee Mtg	SAWPA
4/11/18 10:00 AM		Climate Risk/Response Pillar Mtg	SAWPA
4/17/18	1:30 PM	MSAR TMDL Task Force Mtg	SAWPA
			Elsinore Valley MWD
4/19/18	4:00 PM	LESJWA Board of Directors Mtg	31315 Chaney Street
			Lake Elsinore, CA
4/23/18	8 2:00 PM	OWOW Disadvantaged & Tribal	SAWPA
4/23/18		Communities Pillar Mtg	SAWFA
4/26/18	8:00 AM	PA 22 Committee Mtg	SAWPA
4/26/18	9:30 AM	OWOW Pillar Integration Mtg	SAWPA



BLACKLINED SHOWING REVISIONS TO EARLIER VERSION

SAWPA COMMISSION REGULAR MEETING MINUTES FEBRUARY 6, 2018

COMMISSIONERS PRESENT Susan Lien Longville, Chair, San Bernardino Valley Municipal Water District

Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency David J. Slawson, Alternate, Eastern Municipal Water District Bruce Whitaker, Alternate, Orange County Water District Brenda Dennstedt, Alternate, Western Municipal Water District

COMMISSIONERS ABSENT Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District

Thomas P. Evans, Western Municipal Water District Philip L. Anthony, Orange County Water District

ALTERNATE COMMISSIONERS

PRESENT; NON-VOTING Kati Parker, Alternate, Inland Empire Utilities Agency

Gil Navarro Alternate, San Bernardino Valley Municipal Water District

STAFF PRESENT Rich Haller, Larry McKenney, Karen Williams, Mark Norton, Dean

Unger, David Ruhl, Carlos Quintero, Ian Achimore, Regina Patterson,

Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:32 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

Roll call was duly noted and recorded by the Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: JANUARY 16, 2018

Recommendation: Approve as posted.

MOVED, approve the January 16, 2018 meeting minutes.

Result: Adopted (Passed)
Motion/Second: Hall/Whitaker

Ayes: Hall, Longville, Whitaker

Nays: None

Abstentions: Dennstedt, Slawson

Absent: None

5. NEW BUSINESS

A. MEMORANDUM OF UNDERSTANDING (MOU) WITH THE HOUSING AUTHORITY OF THE CITY OF RIVERSIDE | POLICY PRINCIPLES FOR THE DISADVANTAGED COMMUNITIES INVOLVEMENT PROGRAM (CM#2018.9)

Mark Norton provided a PowerPoint presentation on Disadvantaged Community Involvement (DCI) Policy Principles and Memorandum of Understanding (MOU) with the Housing Authority of the City of Riverside, and requested feedback from the Commission on the policy principles and draft MOU provided in the agenda packet.

Rich Haller noted SAWPA staff has sought input from the member agency general managers, who have provided comments which will be further discussed at the February 13 monthly meeting of the general managers. Chair Longville suggested those comments could be brought before the Commission at the February 20 meeting, anticipating that the final document would be approved in March.

Alternate Commissioner Slawson noted the approach seemed to be very broad, and further research and evaluation may determine the need for flood control considerations and not just water project considerations. Alternate Commissioner Whitaker agreed it is very wide-ranging and he would like to see it narrowed somewhat; in particular the focus on reducing negative impacts and working with other agencies to provide solutions. Ultimately, he would like to be able to support the MOU but he would first want to discuss it with his fellow OCWD directors.

Chair Longville noted the following suggested revisions to the MOU:

- Paragraph 2. PURPOSE OF THIS MOU: In the first line, after the word "support" and before the word "an" include the words "the feasibility of" so it reads, "The purpose of this MOU is to support the feasibility of an intergovernmental partnership...."
- Exhibit "A" Roles and Responsibilities. Voiced concern there is no reference to the flood risk and potential loss of lives. Suggested the following change to the introductory paragraph: after the words "...housing for individuals living unsheltered within riparian areas..." add the words "where reasonably foreseeable flood risk could result in the loss of lives...."
- Exhibit "A" Roles and Responsibilities. At the end of the wording in both Paragraphs numbered 3, add the words "and a reduced risk of loss of lives from flooding."
- Suggested that the MOU should include other partners who will be evaluating the feasibility of this project, which could include the Santa Ana Regional Water Quality Control Board and Santa Ana River trail and habitat conservation partners.
- Suggested the principles should include a blending of program language with more specificity about the disadvantaged community involvement project.

Chair Longville inquired as to the objective beyond what is in the agreement. Haller responded the objective is to make the projects ready to be funded for implementation; at this point the projects are concepts in need of work to develop them into something to be evaluated for funding through a project selection process competing with other DAC projects.

Commissioner Hall supported including consideration for the human aspect of decisions and plans into the future. She suggested that SAWPA should not take part in removing facilities from where the homeless are now.

Alternate Commissioner Dennstedt noted her support of the collaborative effort and having a voice in the process of figuring out how to implement the human right to water. She voiced her concern regarding recent public health issues in neighboring regions, the relationship of water and pathogen movement, and emphasized the need for focus in that area.

Alternate Commissioner Whitaker noted the importance of public land use compatibility for all members of the public and the importance of collaborative effort to change the situation where we find that property is being pressed into use for which it was not designed. Whitaker noted he would like to see an emphasis on outcomes; achieving results is how we show public monies are well spent.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.A.

B. WECAN PROGRAM – MOU SECOND AMENDMENT WITH WEST VALLEY WATER DISTRICT AND TASK ORDER NO. 3 FOR ECOTECH SERVICES, INC. (CM#2018.10)

Mike Norton provided a PowerPoint presentation on the Water Energy Community Action Network (WECAN) program. Chair Longville was supportive and noted how funding has been utilized efficiently and effectively.

MOVED, approve a Second Amendment to the Memorandum of Understanding (MOU) with the West Valley Water District and the associated Task Order No ECOT397-03 with EcoTech Services, Inc., for an amount not to exceed \$27,600 for irrigation repairs at homes to ensure they qualify to participate in WECAN Program.

Result: Adopted (Unanimously)

Motion/Second: Whitaker/Slawson

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

C. <u>PROPOSITION 84 2015 GRANT AGREEMENT AMENDMENT – RIVERSIDE COUNTY</u> FLOOD CONTROL AND WATER CONSERVATION DISTRICT PROJECT (CM#2018.11)

Ian Achimore provided a PowerPoint presentation outlining a proposed Amendment to the 2015 Grant Agreement between the Department of Water Resources and SAWPA.

MOVED, direct staff to execute an amendment to the Grant Agreement between SAWPA and the Department of Water Resources to reflect the revised 2015 Integrated Watershed Protection Program.

Result: Adopted (Unanimously)

Motion/Second: Hall/Whitaker

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

D. QUITCLAIM OF EASEMENT – CITY OF LAKE ELSINORE (CM#2018.15)

Carlos Quintero provided a PowerPoint presentation outlining a Quitclaim of Easement for utility and roadway purposes to the City of Lake Elsinore. SAWPA does not have a need for this easement; the City of Lake Elsinore is requesting the easement to facilitate a low-income housing development in the area.

MOVED, authorize the General Manager to execute a Quitclaim of Easement quitclaiming to the City of Lake Elsinore for utility and roadway purposes that certain easement for road and utility purposes as described in a Final Order of Condemnation, granted to SAWPA by Instrument No. 292030, recorded with the County of Riverside on September 5, 1995.

Result: Adopted (Unanimously)

Motion/Second: Whitaker/Slawson

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

E. PROPOSITION 1 IRWM STATUS AND SACRAMENTO TRIP (CM#2018.12)

Mark Norton provided a PowerPoint presentation on Proposition 1 Integrated Regional Water Management (IRWM) Implementation Funding, and a recent Sacramento trip during which SAWPA staff met with DWR representatives.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.E.

F. SPONSORSHIP OF MAVEN'S NOTEBOOK AND CALIFORNIA WATER LIBRARY (CM#2018.17)

Rich Haller outlined the purpose and function of Maven's Notebook and California Water Library, and recommending contributing to these websites which provide valuable resources via the internet.

MOVED, approve a contribution of \$500 to Maven's Notebook and \$1,000 to the California Water Library.

Result: Adopted (Unanimously)
Motion/Second: Whitaker/Dennstedt

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

G. <u>COMMISSIONER REPRESENTATION ON THE OWOW STEERING COMMITTEE</u> (CM#2018.13)

Rich Haller reviewed background information provided in the agenda packet and the proposed Resolution No. 2018-1.

MOVED, adopt Resolution No. 2018-1 establishing a rotation of appointments to the One Water, One Watershed (OWOW) Steering Committee and rescinding Resolution No. 2017-12.

Result: Adopted (Unanimously)

Motion/Second: Hall/Slawson

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

H. REQUEST FOR APPROVAL TO ATTEND INTERNATIONAL CONFERENCE (CM#2018.16)

Rich Haller reviewed background information provided in the agenda packet regarding an invitation

received by SAWPA staff member Mike Antos to participate in a conference in Beijing, China. Antos will provide a report to the Commission upon his return.

MOVED, authorize SAWPA staff member Mike Antos to attend the Sino-American Technology & Engineering Conference in Beijing, China, May 13-20, 2018, for a total of five (5) working days, excluding travel, lodging and per diem expenses.

Result: Adopted (Unanimously)

Motion/Second: Hall/Dennstedt

Ayes: Dennstedt, Hall, Longville, Slawson, Whitaker

Nays: None Abstentions: None Absent: None

I. SAWPA WEBSITE – WWW.SAWPA.ORG (CM#2018.14)

Dean Unger provided a brief overview and the newly revised SAWPA website.

This item was for informational and discussion purposes; no action was taken on Agenda Item No. 5.I.

6. INFORMATIONAL REPORTS

The following oral/written reports/updates were received and filed.

A. CHAIR'S COMMENTS/REPORT

No comments or reports.

B. **COMMISSIONERS' COMMENTS**

None.

C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no additional requests for future agenda items.

7. <u>CLOSED SESSION</u>

Chair Longville recessed the meeting to Closed Session at 10:57 a.m. No reportable action was anticipated. Designated personnel essential to the discussion were present during Closed Session. No discussion of Agenda Item No. 8.B. was anticipated.

A. <u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO</u> <u>GOVERNMENT CODE SECTION 54956.9(d)(1)</u>

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

B. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR

SAWPA Designated Representative: General Manager Richard E. Haller

Non-Represented Employees: All SAWPA employees

Chair Longville resumed Open Session at 11:14 a.m. There was no discussion on Agenda Item No. 8.B. There was no reportable action.

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8. <u>ADJOURNMENT</u>

There being no further business for review, Chair Longville adjourned the meeting at 11:15 a.m.

Approved at a Regular Meeting of the March 6, 2018.	ne Santa Ana Watershed Project Authority Commission on Tuesday,
Susan Lien Longville, Chair	
Attest:	
Kelly Berry, CMC Clerk of the Board	



SAWPA COMMISSION REGULAR MEETING MINUTES FEBRUARY 20, 2018

COMMISSIONERS PRESENT Susan Lien Longville, Chair, San Bernardino Valley Municipal Water District

Ronald W. Sullivan, Vice Chair, Eastern Municipal Water District Jasmin A. Hall, Secretary-Treasurer, Inland Empire Utilities Agency

Bruce Whitaker, Alternate, Orange County Water District Thomas P. Evans, Western Municipal Water District

COMMISSIONERS ABSENT Philip L. Anthony, Orange County Water District

ALTERNATE COMMISSIONERS

PRESENT; NON-VOTING Kati Parker, Alternate, Inland Empire Utilities Agency

Gil Navarro, Alternate, San Bernardino Valley Municipal Water District

STAFF PRESENT Rich Haller, Larry McKenney, Karen Williams, Mark Norton, Dean

Unger, David Ruhl, Carlos Quintero, Regina Patterson, Kelly Berry

The Regular Commission Meeting of the Santa Ana Watershed Project Authority was called to order at 9:30 a.m. by Chair Longville at the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California, only; the telephone conference as noticed was not connected.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. ROLL CALL

Roll call was duly noted and recorded by the acting Clerk of the Board.

3. PUBLIC COMMENTS

There were no public comments.

4. CONSENT CALENDAR

A. APPROVAL OF MEETING MINUTES: FEBRUARY 6, 2018

Recommendation: Approve as posted.

B. TREASURER'S REPORT: JANUARY 2018

Recommendation: Approve as posted.

C. REQUEST FOR PROPOSALS (RFP) FOR AUDIT SERVICES (CM#2018.20)

Recommendation: Authorize the issuance of a Request for Proposals (RFP) for audit services commencing the fiscal year ending June 30, 2018.

D. QUITCLAIM OF EASEMENT – CORONA INDUSTRIAL PARK, LLC (CM#2018.25)

Recommendation: Authorize the General Manager to quitclaim an easement to Corona Industrial Park, LLC.

MOVED, postpone consideration of Agenda Item No. 4.A., approval of February 6, 2018 meeting minutes, until the February 20, 2018 Commission meeting to provide additional time for review; and approve the remaining items on the Consent Calendar.

Result: Adopted (Unanimously)

Motion/Second: Evans/Whitaker

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

5. NEW BUSINESS

A. PROPOSITION 84 ROUND 2 IMPLEMENTATION GRANT AGREEMENT AMENDMENT (CM#2018.24)

David Ruhl provided a PowerPoint presentation outlining the Proposition 84 Round 2 Implementation Grant Agreement Amendment with proposed changes to project scope, budget and schedule. The proposed changes will result in a DWR amendment and modifications to the subagreements.

MOVED, execute an amendment to the Grant Agreement between SAWPA and the Department of Water Resources.

Result: Adopted (Unanimously)

Motion/Second: Hall/Sullivan

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

B. POLICY PRINCIPLES FOR THE DISADVANTAGED COMMUNITIES INVOLVEMENT PROGRAM (CM#2018.26)

Mark Norton provided a PowerPoint presentation on Disadvantaged Communities Involvement (DCI) Program Policy Principles.

General Manager Haller clarified that pages 53-54 of the agenda packet contain the revised draft Policy Principles, and welcomed feedback and discussion from the Commission. The revised draft incorporates comments received from the Commissioners as well as the general managers. Pages 55-58 of the agenda packet contain a redlined version showing changes made to the draft Policy Principles provided for consideration at the February 6, 2018 Commission meeting. Haller noted there has been considerable discussion regarding the proposed City of Riverside MOU; specifically, investigating the possibility of including the HCP group as a party to the MOU. For background and informational purposes relative to the City of Riverside MOU, Chair Longville provided a memorandum from Heather Dyer, Habitat Conservation Plan (HCP) Manager with SBVMWD, and requested it be provided to all Commissioners, Alternates and General Managers.

Commissioner Sullivan referenced the Critical Success Factors section of CM#2018.26, page 52 of the agenda packet, stating the language set forth for OWOW CSF#1 is not accurate. The Commission is the decision-making authority, not the OWOW Steering Committee.

Chair Longville noted it is important to keep in mind that DCI technical assistance is separate

from IRWM project selection and implementation. This technical assistance involvement program was in large part designed so disadvantaged communities would be involved in the discussion examining the challenges and opportunities, and it is a learning process to determine the best way to address those challenges and opportunities within those communities. Providing technical assistance does not mean a project will be brought forward for IRWM funding. It was foreseen that some technical assistance projects could take a number of years before a solution is determined and responsible parties move forward with project preparation, funding and implementation.

Commissioner Evans voiced support of the Policy Principles; they provide an ability to be inclusive, not exclusive. Commissioner Evans noted the strength of SAWPA is its ability to evolve. Working with others addressing a source of pollution in the river, a source of impediment to habitat restoration and issues associated with public safety is not inconsistent with SAWPA's mission. He expressed his desire to consider approval of the Policy Principles, and then have a separate discussion regarding parties we will work with in the future. Commissioner Sullivan concurred, and noted there is a difference in scope for housing authority funding, which is the emphasis of the City of Riverside MOU, and urged careful consideration and clear definition of scope.

Commissioner Sullivan requested clarification of the words "identified funding" contained in the fourth bullet of paragraph number 2, on page 54 of the agenda packet, which states "SAWPA's defined role and participation level, consistency with its core mission and support under identified funding." Mike Antos advised the language is specifically referring to the Disadvantaged Communities Involvement Program scope. In order to constrain these Policy Principles to the program, the Commission concurred that the language would be revised to read as follows: "SAWPA's defined role and participation level, consistency with its core mission and support under the Disadvantaged Communities Involvement Program Grant Agreement scope."

Mike Marcus, OCWD General Manager confirmed the general managers' support of the language before the Commission for consideration, and noted their desire to consider a suite of projects and not focus on only one project.

MOVED, approve the policy principles as set forth on pages 53 and 54 of the agenda packet that describe the implementation of the Disadvantaged Communities Involvement Program Grant Agreement scope, with the following revision to the fourth bullet of paragraph number 2: Replace "identified funding" with "the Disadvantaged Communities Involvement Program Grant Agreement scope."

Result: Adopted (Unanimously)

Motion/Second: Evans/Hall

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

C. BASIN MONITORING PROGRAM TASK FORCE – CONSULTANT SUPPORT (CM#2018.22)

Mark Norton provided a PowerPoint regarding additional consultant support from Geoscience to prepare the Santa Ana River Waste Load Allocation Model Update, including current work deliverables. Commissioner Sullivan requested a copy of the 2016-17 Triennial ambient groundwater quality update submitted to the Regional Board for which SAWPA is awaiting acceptance in March 2018. Staff recommended approval from the Commission of a change order allowing staff to work with Geoscience in preparing the Santa Ana River Waste Load Allocation Model Update.

MOVED, approve Change Order No. 1 to Task Order GEOS374-01 with Geoscience for the amount not to exceed \$23,966 to prepare the Santa Ana River Waste Load Allocation Model Update.

Result: Adopted (Unanimously)

Motion/Second: Hall/Evans

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

D. <u>EMERGING CONSTITUENTS PROGRAM TASK FORCE PUBLIC OUTREACH</u> STATUS AND "TRUST THE TAP" TASK ORDER (CM#2018.23)

Consultant Liselle DeGrave of DeGrave Communications provided a PowerPoint and status report about public outreach efforts for the Emerging Constituents Program Task Force, highlighting Facebook and Twitter account activities and articles posted to the YourSoCalTapWater.org blog. An article titled *Is Tap Water Safe?* was commended by the Inland Empire Chapter of the Public Relations Society of America. Another popular article, *Hidden in a Hill – Perris Hill Reservoir*, has sparked interest and driven higher traffic to the blog.

Mike Antos provided a PowerPoint presentation on the Disadvantaged Communities Involvement Grant Program "Trust the Tap" in support of the recommended task order. Antos noted that specific needs of communities represented within the areas would be targeted as more detailed data becomes available. Chair Longville recommended utilizing photographs in the materials taken by a local photographer.

MOVED, authorize new Task Order No. DEGR398-01 with DeGrave Communications to conduct the "Trust the Tap" program for an amount not to exceed \$78,434 under the Disadvantaged Communities Involvement Grant Program.

Result: Adopted (Unanimously)

Motion/Second: Evans/Hall

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

E. ADOPTION OF CalPERS 457 DEFERRED COMPENSATION PLAN (CM#2018.21)

Rich Haller provided and oral report regarding adoption of the CalPERS 457 Deferred Compensation Plan (CalPERS 457). Haller noted the CalPERS 457 would simply be an additional option for SAWPA employees; it would not replace any plan currently offered. Costs would be fully funded by participating employees with no cost to SAWPA, other than nominal staff time.

MOVED, adopt Resolution No. 2018-2 approving adoption of the CalPERS Supplemental Income 457 Plan; and authorize the General Manager to execute and submit the following supporting documents to CalPERS:

- 1. Employer Adoption Agreement
- 2. New Employer Information Sheet
- 3. Employer Loan provision
- 4. Employer Election to offer Self-Managed Accounts.

Result: Adopted (Unanimously)

Motion/Second: Evans/Hall

Ayes: Evans, Hall, Longville, Sullivan, Whitaker

Nays: None Abstentions: None Absent: None

6. INFORMATIONAL REPORTS

The following oral/written reports/updates were received and filed.

A. CASH TRANSACTIONS REPORT – DECEMBER 2017

B. INTER-FUND BORROWING – DECEMBER 2017 (CM#2018.18)

Commissioner Sullivan requested future reports include how much is left in the budget we are allowed to charge for administration for each one of the funds. Karen Williams noted future reports would include where we are to date, total spending for the grant, what remains to be spent, by what date it must be expended.

C. <u>PERFORMANCE INDICATORS/FINANCIAL REPORTING – DECEMBER 2017</u> (CM#2018.19)

D. <u>LESJWA WATER SUMMIT 2018</u>

Commissioners were invited to attend the summit which will be held April 18, 2018, at Lake Elsinore Stadium, Diamond Club. It is a compensable event.

E. GENERAL MANAGER'S REPORT

F. SAWPA GENERAL MANAGERS MEETING NOTES – FEBRUARY 13, 2018

G. STATE LEGISLATIVE REPORT

H. CHAIR'S COMMENTS/REPORT

An invitation was extended to the February 22 East Branch Extension II grand opening.

I. <u>COMMISSIONERS' COMMENTS</u>

There were no Commissioners' comments.

J. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

There were no additional requests for future agenda items.

SAWPA Commission Regular Meeting Minutes February 20, 2018 Page 6

7. CLOSED SESSION

Chair Longville recessed the meeting to Closed Session at 10:43 a.m. There was no discussion on Agenda Item No. 7.A. General Manager Richard Haller was present during discussion of Agenda Item No. 7.B.

A. <u>CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO</u> <u>GOVERNMENT CODE SECTION 54956.9(d)(1)</u>

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

B. <u>PURSUANT TO GOVERNMENT CODE SECTION 54957.6 - CONFERENCE WITH LABOR NEGOTIATOR</u>

SAWPA Designated Representative: General Manager Richard E. Haller

Non-Represented Employees: All SAWPA employees

Chair Longville resumed Open Session at 10:48 a.m. There was no reportable action.

8. ADJOURNMENT

Clerk of the Board

There being no further business for review, Chair Longville adjourned the meeting at 10:49 a.m.

Approved at a Regular Meeting of the Santa Ana Watershed Project Authority Commission on March 6, 2018.						
Susan Lien Longville, Chair						
Attest:						
Kelly Berry, CMC						

COMMISSION MEMORANDUM NO. 2018.27

DATE: March 6, 2018

TO: SAWPA Commission

SUBJECT: Brine Line Service Contracts – Requests for Proposals

PREPARED BY: Carlos Quintero, Operations

RECOMMENDATION

That the Commission direct staff to issue Requests for Proposals (RFPs) for the Inland Empire Brine Line service contracts.

DISCUSSION

SAWPA relies on several outside service providers to perform critical maintenance activities on the Brine Line:

- 1. *Pipeline cleaning:* Vacuum trucks, water trucks, and traffic control for Brine Line cleaning operations.
- 2. *Line draining and emergency response:* Tanker trucks for line draining during planned maintenance and emergencies, as well as material support during SSOs.
- 3. Debris hauling and disposal: Removal of dewatering bins and hauling to disposal site.
- 4. *Pipeline inspection (CCTV):* Line inspection as required per the Brine Line Sewer System Management Plan.
- 5. Flow meter calibration: Annual calibration of discharges flow meters.
- 6. Surveying: On-call surveying services as required.

The following service contracts have been removed and will be performed by SAWPA staff:

- a. Right-of-way maintenance: Maintain SAWPA owned properties and access roads within Prado basin.
- b. *Potholing:* On-call potholing services to identify horizontal/vertical location of the Brine Line to assist in DigAlert ticket markings.

The Requests for Proposals (RFPs) are issued for a period of 2 years (July 1, 2018 through June 30, 2020) with an option to renew for one additional year (through June 30, 2021).

A schedule for issuing the RFPs and approval of a contract, including an annual cost estimate is presented below. A recommendation will be made to the SAWPA Commission to authorize the service contracts in the upcoming May 2018 meeting.

Service Contract	Current Provider	Commission	RFP Due	Commission	Cost
		approval RFP	Date	approval	estimate
Pipeline cleaning	Houston & Harris	3/6/2018	4/12/2018	5/15/2018	\$225,000
Line draining and	HazMat Trans.	3/6/2018	4/12/2018	5/15/2018	\$50,000
emergency response					
Debris hauling and	HazMat Trans.	3/6/2018	4/12/2018	5/15/2018	\$40,000
disposal					
Pipeline inspection	Houston & Harris	3/6/2018	4/12/2018	5/15/2018	\$85,000
Flow meter	Douglas	3/6/2018	4/12/2018	5/15/2018	\$20,000
calibration	Environmental				
Surveying	TKE Engineering	3/6/2018	4/12/2018	5/15/2018	\$30,000

CRITICAL SUCCESS FACTORS

- 5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.
- 8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS

Funds for the Brine Line Service Contracts are included in FY18-19 Fund 240 (Brine Line Enterprise).

Attachments:

1. Requests for Proposals (Cost Proposal Form and Scope of Work ONLY)

ATTACHMENT A COST PROPOSAL FORM

Due Date and Time for Proposal Submittal: April 12, 2018 at 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. The Offeror may elect to provide bids for any of the tasks presented below; OWNER shall consider awarding specific tasks to one or more Offerors. All envelopes shall be clearly marked with the Specification number and envelope content. Submit total Contract amount not to exceed, as follows:

DESCRIPTION	QTY	UNIT	UNIT	TOTAL
			COST	
1. Pipe Cleaning Services	1			
a. Furnish all labor, materials, cleaning	160	Hour		
equipment and incidentals necessary to				
clean 24-, 36-, 39-, 42- and 48-inch				
pipelines, laterals, and siphons.				
b. Furnish all labor, materials, cleaning	20	Hour		
equipment and incidentals necessary to				
clean 16-, 18-, 20-, 24-, 36-, 39-, 42-, and				
48-inch pipeline, as requested by OWNER				
within a 1 hour response timeline.				
c. Furnish all labor, materials, cleaning	160	Hour		
equipment and incidentals necessary to				
clean 16-, 18-, and 20-inch pipelines (PVC,				
Ductile Iron, and HDPE).				
d. Water Truck with operator (minimum	340	Hour		
capacity 2,000 gallons).				
Total for Pipe Cleaning Services				

2. Traffic Control			
	Г		
a. Furnish Traffic Control Plans as required	4	Each	
by the appropriate permitting agency. (i.e.			
Caltrans, City of Chino, Riverside County,			
City of Corona.)			
b. Traffic Control for locations with light	4	Each	
traffic (including cones, light board, signs,			
barriers, markers, no lane closure); 4 hours			
total			
c. Traffic Control for locations with heavy	4	Each	
traffic (including cones, light board, signs,			
2 flagmen, barriers, markers, lane closure);			
4 hours total			
d. Traffic Control for locations with light	20	Each	
traffic (including cones, light board, signs,			
barriers, markers, no lane closure); 8 hours			
total			
e. Traffic Control for locations with heavy	4	Each	
traffic (including cones, light board, signs,			
2 flagmen, barriers, markers, lane closure);			
8 hours total			
f. Obtain Caltrans Encroachment Permit.	2	Each*	
(Permit fees will be reimbursed by			
SAWPA based on actual costs.)			
Total for Traffic Control			
GRAND TOTAL			

^{*}Permit is valid for up to 1 year.

1. Pipe Cleaning Services TOTAL (In Words):			
2. Traffic Control TOTAL (In Words):			
GRAND TOTAL (In Words)	:		
The enclosed proposal include	es the following <u>re</u>	<u>quired</u> sub	mittals.
 (1) Cost Proposal Form (At (2) Non-Collusion Affidavi (3) Acknowledgement of Ir (4) Copies of <u>All</u> Addendur Name of Firm	t (Attachment B) asurance Requirement	m, if applic	
Address	Author	rized Agent (F	Printed or Typed)
City, State, Zip Code	E-mail	address	
Telephone	Fax		
California License No.	Expira	tion Date	

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ATTACHMENT E SCOPE OF SERVICES Sewer Line Cleaning

PART 1: GENERAL

1.01 DEFINITIONS

- **A.** The following definitions shall apply to this technical specification for Sewer Line Cleaning
- 1. "OWNER": Santa Ana Watershed Project Authority (SAWPA.)
- 2. "CONTRACTOR": Service Provider awarded the work under this contract.
- 3. "Debris": Pipeline debris is described as, but not limited to, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials.
- 4. "Maintenance Access Structure": When used to describe an access way to the sewer system or a starting/finishing location for line cleaning and inspections, the term "Maintenance Access Structure" should be construed as any access port to the sewer system. Maintenance Access Structures are also referred to as "Maintenance Access Structures (MAS.)"
- 5. "Segment": When used to describe a section of the sewer line, the term "segment" should be construed as that portion of the sewer pipe between two Maintenance Access Structures (access ports.)
- 6. "Brine Line": formerly Santa Ana Regional Interceptor (BRINE LINE) owned and operated by OWNER within San Bernardino and Riverside Counties, contains saline wastes and domestic wastewater (Figure 1.)
- 7. "NASSCO": National Association of Sewer Service Companies.

1.02 APPENDICES / FIGURES

A. Appendix A. Figure 1. BRINE LINE System

1.03 SCOPE OF WORK

A. GENERAL

a. Pipe Cleaning Services. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary for the periodic cleaning of the BRINE LINE system, including pipelines, laterals, and siphons with varying diameters from 16-through 48-inches and different materials. The OWNER, in some circumstances, might require immediate response during emergency situations. A response time of 1 hour or less is required under emergency situations. The CONTRACTOR shall be responsible for the removal of debris from the BRINE LINE system, and shall take all the necessary steps to ensure that no spills of any sewage/brine occur (see 1.06(J)). In addition, CONTRACTOR provided services shall include transporting the debris to an OWNER identified location for staging/dewatering back into the BRINE LINE (from roll-off dewatering bins).

b. Traffic Control. The CONTRACTOR shall prepare traffic control plans for submittal to the appropriate permitting agency. The work is expected to occur within the jurisdiction of Caltrans, City of Chino, Riverside County, San Bernardino County, City of Colton, City of Corona, and City of Riverside. In some cases, the permitting agencies will require stamped traffic control plans by a registered Professional Engineer. All traffic control plans shall adhere to the latest MUTCD guidelines. In addition, the CONTRACTOR shall provide traffic control under varying traffic conditions: i) for light traffic areas, a minimum of cones, signs, barriers, markers, and light boards shall be provided; ii) for heavier traffic areas, which require a lane closure, the CONTRACTOR shall provide at a minimum: cones, signs, barriers, markers, light boards, flagman, and any other incidentals as required by the permitting agencies. Traffic control shall be provided for a minimum period of 4 hours.

The OWNER reserves the right to award one or more tasks to one contractor, or several contractors. The duration of this contract shall be through June 30, 2020, with an option for a one-year extension (through June 30, 2021).

B. PIPE CLEANING EQUIPMENT

- a. Combination of high-velocity hydro cleaning and vacuum removal equipment shall be utilized and shall have the following features at a minimum:
 - i. **A minimum of 1,000 feet** of 1-inch diameter high pressure hydro flushing hose, capable of performing under surcharged conditions. If CONTRACTOR is not capable of providing at least 1,000 feet of hose, CONTRACTOR shall provide, 2 vactors, if necessary at **no additional cost to OWNER**. An allowance will be made for use of 2 vactors for lengths greater than 1,000 feet.
 - ii. Minimum working pressure of 2,000 psi at 100 gpm at the pump discharge point prior to the hose.
 - iii. The equipment shall have a selection of three or more high-velocity nozzles of different sizes. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned.
 - iv. Equipment shall also include a high velocity gun for washing and scouring Maintenance Access Structure walls, channels, shelves, and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.
 - v. A 1,500 gallon minimum water tank, pumps, and hydraulically driven hose reel.
 - vi. Centrifugal or positive displacement blower vacuum equipment suitable to remove all debris at the downstream Maintenance Access Structure while the hydro flushing is being performed.
 - vii. Trucks shall be equipped with water separation equipment to return as much of the wastewater liquid as possible to the downstream sewer.
 - viii. Trucks shall be equipped with screens of varying sizes to prevent debris from passing through the downstream segment of the system. Passing solids from segment to downstream segment of the system shall not be permitted. Screens shall not be used without prior approval from OWNER.
 - ix. Be able to operate under various levels of flow.

- b. A 2,000 gallon minimum water truck, including an operator, with appropriate fittings and hand tools to connect to water meter and hoses. Smaller water trucks will be used only if previously approved by OWNER. Payment for water trucks with less than a 2,000 gallon capacity shall be prorated.
- c. Photographs of all of CONTRACTOR'S line cleaning nozzles and specifications shall be provided upon OWNER's request.
- d. The CONTRACTOR shall be responsible to obtain all meters from the appropriate jurisdiction and shall be responsible for any costs incurred for providing water.
- e. OWNER may require a demonstration of the pipe cleaning equipment prior to awarding a contract.
- f. OWNER reserves the right to visit the CONTRACTOR's facilities prior or during any assigned project or task.

C. PIPE CLEANING PROCEDURES

Pipe cleaning shall be performed under any type of flow conditions. For this reason, the CONTRACTOR shall use proper equipment to clean the pipeline assuming it is at least 75 percent full, and 100 percent full in the case of siphons.

D. MATERIAL REMOVED

a. The CONTRACTOR shall be responsible for the removal of debris from the pipeline and cleaning and/or re-cleaning the pipe invert and wall to OWNER's satisfaction. All sludge, dirt, sand, rocks, roots, grease and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream Maintenance Access Structure of the section being cleaned. Passing material from Maintenance Access Structure section to Maintenance Access Structure section, which may cause line stoppages, will NOT be permitted.

E. PERMITS AND TRAFFIC CONTROL

- a. CONTRACTOR shall provide traffic control at the locations where traffic control is necessary per the permitting agencies. CONTRACTOR shall supply all signs, barriers, markers, and flagmen as required to maintain traffic.
- b. All traffic control shall be in accordance with the latest CALTRANS guidelines and/or regulations. Additional local guidelines and/or regulations shall have precedence.
- c. CONTRACTOR shall provide traffic control plans stamped by a registered professional engineer if required by the appropriate permitting agency.
- d. OWNER will obtain any required encroachment permits from the appropriate agency.
- e. Traffic control shall be provided for different traffic conditions: i) light traffic not requiring lane closures and ii) heavy traffic areas which require lane closure.
- f. CONTRACTOR shall provide traffic control for a minimum duration of 4 hours per day.

1.04 SUBMITTALS

The CONTRACTOR shall submit the following to the OWNER:

- **A. Pre-Cleaning Submittals:** Cleaning operations shall not commence until the following have been received, reviewed, and approved by the OWNER where noted.
- 1. A detailed Health, Safety, and Emergency Response Plan for the work to be completed. The plan shall include, at a minimum, specific procedures to be followed in the event of an emergency and contact and location information for local fire, police, and medical services. The contents of this Plan are exclusively the responsibility of the CONTRACTOR and the Plan will not be reviewed and approved by the OWNER. The CONTRACTOR shall submit a copy to the OWNER for informational purposes.
- 2. A Spill Response Plan is required outlining the CONTRACTOR actions and responsibilities in case of a system overflow. The OWNER will review and approve the CONTRACTOR spill response plan prior to commencing work. The Spill Response Plan shall identify procedures in case of any spill or if the CONTRACTOR were to lose equipment or any other object inside of the BRINE LINE system.
- 3. A description, including the manufacturer's specifications, for all components of the cleaning and hauling, as applicable.
- 4. A listing of the proposed disposal site(s), as applicable.
- **B.** Quarterly Report: Two (2) draft copies of the quarterly report, following scheduled cleaning shall be submitted to OWNER, if requested. The quarterly report shall indicate, at a minimum, the following:
 - a. Pipe Cleaning Services
 - i. Identification of segments cleaned
 - ii. Date and time of cleaning
 - iii. Estimate of debris removed
 - iv. Narrative of any unusual, if any, field conditions
 - b. Traffic Control
 - i. Copies of traffic control plans
 - ii. Copies of weigh tickets from disposal of collected solids
- **C. Daily Logs:** Daily logs shall be submitted weekly, including a line cleaning report, including location and length of section cleaned, estimate of material removed, line cleaning methodology.

1.05 QUALITY ASSURANCE / TRAINING REQUIREMENTS

- A. The Cleaning Crew Supervisor shall have five years minimum experience.
- B. OWNER reserves the right to approve personnel provided and to request new personnel if the personnel used is not performing to the satisfaction of OWNER.

C. All inspection equipment technicians and operators shall have been trained and certified to assess the conditions of the sewers according to the NASSCO guidelines. Training of personnel shall be through the Pipeline Assessment and Certification Program (PACP). Proper evidence of certification shall be provided to the OWNER in advance of the work for each person assessing the sewers and operating the inspection equipment.

1.06 PROJECT DESCRIPTION, REQUIREMENTS, AND CONDITIONS

A. The Inland Empire Brine Line (BRINE LINE) sewer line segments and appurtenances to be cleaned and inspected (unless noted otherwise) under this contract include portions of BRINE LINE Reaches IV, IV-A, IV-B, IV-D, IV-E, and V.

Final measurements and payment shall be made in accordance with Paragraph 1.07.

- B. Maintenance Access Structures along the segments to be cleaned may be non-standard, bolted closed, or may require cleaning for access. Maintenance Access Structures may be located in native terrain areas subject to seasonal flooding or sandy soil conditions or in streets, shoulders or other paved areas. As such, accessing such Maintenance Access Structures will require special consideration and coordination with OWNER and/or OWNER'S agent. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and setup time for cleaning operations prior to submitting bid. Opening sealed Maintenance Access Structures shall be responsibility of the OWNER.
- C. OWNER will provide a ramp for the benefit of the CONTRACTOR, but shall assume no risks. The CONTRACTOR shall provide a ramp of its own or use OWNER'S ramp at its own risk.
- D. Maintenance Access Structures along the segments to be inspected may be located in high vehicle traffic areas. As such, accessing these Maintenance Access Structures may require special consideration, coordination, and compliance with the requirements of Caltrans, Riverside County Flood Control and Water Conservation District, Riverside County Department of Transportation, San Bernardino County Flood Control District, San Bernardino Department of Transportation, City of Corona, City of Colton, City of Rialto, City of Riverside, City of San Bernardino, and any affected jurisdictions. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and set-up time for cleaning operations prior to submitting bid. OWNER will acquire all necessary permits and pay all required fees to complete the work of this contract. However, CONTRACTOR shall provide traffic control.
- E. Each bidder is strongly encouraged to submit questions to gain a better understanding of the project scope of work and bid requirements. There will be no pre-proposal meeting scheduled. However, a field visit can be arranged with a minimum of two (2) days notice by contacting Carlos Quintero at (951) 354-4234.
- F. Record drawings for the segments requiring cleaning can be provided by OWNER prior to pipe cleaning by contacting Carlos Quintero at (951) 354-4234.

- G. All work performed and equipment utilized by CONTRACTOR shall conform to FED-OSHA and CAL-OSHA Title 8 requirements, including, but not limited to, work performed in confined spaces. CONTRACTOR shall provide a minimum of a two-person crew at all times for cleaning and inspection services.
- H. CONTRACTOR shall be responsible for managing and controlling traffic in a safe manner at all times.
- I. CONTRACTOR shall provide necessary equipment to meet local noise restrictions and air quality regulations.
- J. In the event of a sewer overflow, interruption, or contamination caused by CONTRACTOR's actions, CONTRACTOR shall immediately notify OWNER and shall contain overflow and/or contamination. CONTRACTOR shall be responsible for any fines levied by others, reimbursement of any OWNER-incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs. CONTRACTOR shall also notify OWNER immediately of any observed non-CONTRACTOR related spills and/or any abnormal conditions.
- K. The CONTRACTOR shall immediately notify the OWNER in the case that any CONTRACTOR equipment or any object is lost inside the pipelines. The CONTRACTOR, under direction from the OWNER will use a screen at a downstream location to prevent further displacement of said equipment and/or object. The CONTRACTOR shall also be responsible for retrieving the lost item. The CONTRACTOR shall follow the procedures established in the Spill Response Plan at all times. The CONTRACTOR shall be responsible for removing any objects stuck or lost inside the pipeline. In the event that the CONTRACTOR fails to remove any objects stuck or lost inside the pipeline, OWNER will remove said objects and invoice CONTRACTOR for any expenses incurred as a result of this effort.
- L. CONTRACTOR shall submit a quarterly schedule, if requested, no later than seven (7) days prior to start of work for approval by OWNER. CONTRACTOR shall not begin work prior to OWNER authorization of work schedule. OWNER reserves the right to revise the CONTRACTOR provided schedule as it deems adequate, including changing the frequency of the siphons proposed for cleaning.

1.07 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be paid based on the actual work performed in accordance with the unit rate schedule provided on CONTRACTOR's Bid Form. In the event of an equipment breakdown the CONTRACTOR shall not be paid for the time pipe cleaning is not performed. OWNER will not pay for travel time to and from the work site.
- B. Final payment will be authorized upon receipt of a complete and correct final invoice, submittal of all materials and successful completion of services described herein.

ATTACHMENT A

COST PROPOSAL FORM

RFP for Brine Line On-Call Line Draining and Emergency Clean-Up Services SPECIFICATION NO. Brine Line On-Call Line Draining and Emergency Clean-Up Services-2018

Due Date and Time for Proposal Submittal: April 12, 2018 by 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive. The cost proposal shall be submitted in separate envelope provided herein. All envelopes shall be clearly marked with the Specification number and envelope content. Please submit unit costs for at least one of the options below. Unit costs shall be valid until June 30, 2020.

DESCRIPTION	QTY ⁽ⁱ⁾	UNIT	UNIT	TOTAL
			COST	
Line Draining (scheduled O&M activities	es; 5 day	response t	ime requi	red)
Furnish tanker truck(s) with a minimum	120	Tanker		
capacity of 5,000 gallons, including at a		truck-		
minimum 3- and 4-inch hoses and all		Hour		
required fittings, and operator				
Line Draining (unplanned O&M activit	ies; 1 day	response	time requ	ired)
Furnish tanker truck(s) with a minimum	40	Tanker		
capacity of 5,000 gallons, including at a		truck-		
minimum 3- and 4-inch hoses and all		Hour		
required fittings, and operator				
Emergency Clean-Up Services; immedia	ate respoi	nse requir	ed (4 hour	rs; unless
otherwise noted)				
Furnish tanker truck(s) with a minimum	40	Tanker		
capacity of 5,000 gallons, including at a		truck-		
minimum 3- and 4-inch hoses and all		Hour		
required fittings, and operator within				
two (2) hours of notification from				
SAWPA.				
Furnish the following equipment for				
emergency clean-up and to backfill				
removed soil with imported material:				
Front-end loader (min 3 cy bucket	40	Hours		
size)				
Front-end loader (min 3 cy bucket	20	Hours		
size) [STAND-BY]				

	1.0	T T	
Backhoe (min ½ cy bucket size)	40	Hours	
Backhoe (min ½ cy bucket size) [STAND-BY]	20	Hours	
Skid steer (Bobcat S100 or	40	Hours	
equivalent w/ standard 50" bucket)			
Skid steer (Bobcat S100 or	20	Hours	
equivalent w/ standard 50" bucket)	20	Tiours	
[STAND-BY]			
Dump truck (min 10 cy) (ii)	40	Hours	
Dump truck (min 10 cy)	20	Hours	
Dump truck (min 10 cy) [STAND-BY] (ii)	20	Hours	
Roll-off bins (min 15 cy) (ii)	10	Units	
Roll-off bins (min 15 cy) [STAND-BY] (ii)	20	Hours	
Roll-off bin truck	40	Hours	
Roll-off bin truck [STAND-BY]	20	Hours	
Roll-off bin liners	10	Units	
Equipment mobilization/demobilization			
for removal of soil impacted by brine			
and other required clean-up activities as			
directed by SAWPA			
Front-end loader (min 3 cy bucket	5	L.S.	
size)	3	L.S.	
,	5	I C	
Backhoe (min ½ cy bucket size)	5	L.S.	
Skid steer (Bobcat S100 or	3	L.S.	
equivalent w/ standard 50" bucket)	-	T 0	
Dump truck (min 10 cy) (ii)	5	L.S.	
Roll-off bin truck	5	L.S.	
Labor and materials related to spill containment: (iii)			
Crew of 2 (certified operators for	40	Hour	
provided heavy equipment)			
Supervisor	40	Hour	
Visqueen (5' x 100' rolls)	10	Rolls	
Sand bags (100 sandbags per load)	10	Loads	
Spill boom coil (min 6" x 10")	20	Coils	
Spill signs	10	Signs	
Caution tape	1,000	Feet	
Traffic Control	-,000	= •••	
Set-up/remove traffic control for areas	2	L.S.	
with heavy traffic (complete lane		2.0.	
shutdown, minimum of 2 flagmen,			
cones, barricades, light boards, etc.)			
Maintain traffic control for areas with	5	Day	
heavy traffic (complete lane shutdown,		Day	
_			
minimum of 2 flagmen, cones,			
barricades, light boards, etc.)	1		

Set-up/remove traffic control for areas with light traffic (partial lane closure, cones, barricades, light boards, NO flagmen required, etc.)	2	L.S.			
Maintain traffic control for areas with light traffic (partial lane closure, cones, barricades, light boards, NO flagmen required, etc.)	5	Day			
Soil disposal and backfill					
Disposal of soil impacted by brine ^(iv)	80	Ton			
Unclassified backfill material (per Greenbook Standards, latest edition suitable for a minimum compaction of 90 percent, dry weight)	100	Ton			
TOTAL					

- (i) This is an estimate for the number of hours that line draining and emergency services will be required. Contractor will only be paid for work completed. The unit costs listed above will apply if additional quantities are required
- (ii) Smaller trucks/bins can be used if previously approved by OWNER. Amount paid on smaller trucks shall be proportional to the volume of the truck used.
- (iii)Provide price list for all other items which can be provided by Contractor and not listed in this RFP, including labor categories not described above.
- (iv)Cost includes disposal fee charged by the landfill facility

The enclosed proposal includes the following <u>required</u> submittals:

- (1) Cost Proposal Form (Attachment A)(2) Non-Collusion Affidavit (Attachment B)
- (3) Acknowledgement of Insurance Requirements (Attachment C)
- (4) Copies of <u>All</u> Addendum Confirmation Form, if applicable.

Name of Firm	Signature	Date		
Address	Authorized Agent (Printed or Typed)			
City, State, Zip Code	E-mail address			
Telephone	Fax			
California License No	Expiration Date			

ATTACHMENT E Scope of Work

On-Call Line Draining and Emergency Clean-Up Services

1. Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD.)

SAWPA owns and operates approximately 73 miles of pipeline referred to as the Inland Empire Brine Line (BRINE LINE). This interceptor conveys brine wastewater consisting of high saline, non-domestic discharges, industrial dischargers, and temporary domestic discharges.

As part of the operation and maintenance of the BRINE LINE, SAWPA requires draining portions of the system. Under some circumstances, SAWPA requires emergency clean-up response services after a Sanitary Sewer Overflow.

2. Scope of Services

The Contractor shall provide all labor, equipment, materials, and incidentals to drain brine wastewater from the BRINE LINE during planned and unplanned operation and maintenance activities, and provide emergency clean-up services during emergencies, such as overflows, line breaks, etc.

The effort identified in Attachment A – Cost Proposal Form is a rough estimate of the services required through June 30, 2020. These services may or may not be needed by SAWPA. The Contractor shall indentify any costs deviations if the entirety of the identified services is not required. Similarly, the Contractors shall identify any deviations to the unit prices in case additional quantities are required.

SAWPA will obtain permits and will pay fees as required by the appropriate permitting agency.

The Contractor shall obtain a BRINE LINE permit for liquid waste haulers.

Services under emergency situations shall be provided upon request by SAWPA. Due to the nature of Sanitary Sewer Overflows and the required immediate clean-up, SAWPA requires immediate response from the emergency clean-up services provider. Under no circumstances shall the Contractor take more than 4 hours to respond. Tanker trucks responding to an emergency clean-up request shall not take more than 2 hours to respond.

The Contractor shall indicate if services cannot be provided within the expected response time.

SAWPA reserves the right to contact other Contractors at its sole discretion.

The Contractor shall provide tanker truck(s) (including operator) with 3- and 4-inch diameter hoses, all fittings. All tanker trucks shall have a minimum capacity of 5,000 gallons. Smaller trucks may be used if previously approved by OWNER and shall be paid at a cost proportional to their volume. The number of tanker trucks required may depend on a variety of factors, such as magnitude of the volume required for draining or magnitude of any brine which overflows from the system. The Contractor shall identify any limitations regarding the number of tanker trucks which can be provided, the response time to assist SAWPA during emergencies, etc.

SAWPA will require tanker trucks with a minimum notice of 5 days for planned operation and maintenance activities. For unplanned operation and maintenance activities, the Contractor shall provide tanker trucks within one day of the request made by the SAWPA.

A list of equipment, including year, make, model, and specifications shall be provided as part of the proposal. All subcontractors shall be identified as part of the proposal.

The following equipment shall be provided, if necessary and requested by SAWPA, during emergency clean-up services: Loader (minimum bucket size of 3 cubic yards), backhoe (minimum bucket size of ½ cubic yard), skid steer (Bobcat S100 or equivalent with standard 50" bucket), dump truck (minimum size of 10 cubic yards), bins (minimum size of 15 cubic yards), roll-off bin truck(s), and other required equipment (including operator, mobilization and demobilization).

The Contractor shall provide spill containment equipment if necessary, such as protective covers (i.e. visqueen), sand bags, barricades, and other materials necessary to contain any sanitary sewer overflows. The Contractor shall provide a materials price list for any materials identified as part of this Scope of Work and any other materials which may aid the Contractor in providing spill containment. The materials price list shall be provided along with other materials submitted as a response to this RFP.

Additionally, when required, the Contractor shall provide traffic control according to the California Work Area Traffic Control Handbook (WATCH Handbook) or Part 6 of the California Manual on Uniform Traffic Control Devices (MUTCD) if required by the appropriate permitting agency. Some instances of traffic control shall be provided in areas with low to moderate traffic which will not require a complete lane shutdown and no flagmen will be required. Other instances will require a complete lane shutdown, including flagmen. Under both traffic control scenarios, the Contractor shall provide all traffic cones, signs, light boards, and barricades.

SAWPA will provide the Contractor with copies of the permits and the Contractor shall follow all requirements established in such permits.

In case soil clean-up is required, the Contractor shall dispose of the soil which came in contact with the brine to a municipal landfill facility. The Contractor shall be responsible for any testing required by the disposal facility.

If directed by SAWPA, the Contractor shall provide backfill to replace any soil removed from the identified site. The Contractor shall provide dry unclassified fill per the latest version of the Greenbook Standard suitable for a minimum compaction of 90 percent.

Under most circumstances, draining brine from the BRINE LINE will require discharge at SAWPA identified Maintenance Access Structure; however, some specific situations may require addition of chemicals to assist in operation and maintenance of the BRINE LINE. In these cases, disposal of any material removed from the BRINE LINE to an external facility shall be negotiated with the Contractor on a case by case basis depending on the type of material removed and disposed. Under no circumstances will SAWPA pay more than a five (5) percent or \$250 mark-up (whichever is lower) on actual disposal costs to cover administrative costs. SAWPA reserves the right to coordinate directly with the disposal facility to facilitate direct billing from the facility to SAWPA, in which case, no administrative fee will be paid to the Contractor. Transportation costs will be paid according to the unit costs provided in the cost proposal form.

Contractors are encouraged to notify SAWPA in writing, of any apparent major inconsistencies, problems or ambiguities in the Scope of Work. If deemed necessary, SAWPA shall request a meeting to discuss any relevant issues raised by any potential bidder.

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ATTACHMENT A COST PROPOSAL FORM

Due Date and Time for Proposal Submittal: April 12, 2018 at 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. The Offeror may elect to provide bids for any of the tasks presented below; OWNER shall consider awarding specific tasks to one or more Offerors. All envelopes shall be clearly marked with the Specification number and envelope content. Submit total Contract amount not to exceed, as follows:

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
3. Debris Hauling		•		
a. Price to provide one dewatering bin , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size: cubic yards (Minimum Size 15 cubic yards)	1	Each		
b. Price to provide additional dewatering bins , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER	1	Each		
c. Price to remove roll-off dewatering bin to a disposal site from Colton Wastewater Treatment Plant in Colton, CA	2	Each		
d. Price to provide one roll-off standard bin, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size: cubic yards (Minimum Size 15 cubic yards)	1	Each		
e. Price to provide additional roll-off standard bins, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER.	17	Each		

C D : 11 CC + 1 11 : 4	10	F 1	
f. Price to remove roll-off standard bin to a	18	Each	
disposal site from Colton Wastewater			
Treatment Plant in Colton, CA, including			
solids thickening to allow for proper			
disposal at a local landfill.			
g. Price to provide one dewatering bin ,	1	Each	
ramp, and spill protection cover at IEUA			
RP-2 in Chino, CA. Size: cubic yards			
(Minimum Size 15 cubic yards)			
h. Price to provide additional dewatering	1	Each	
bins , ramp, and spill protection cover at			
IEUA RP-2 in Chino, CA, including set-up			
as requested by OWNER			
i. Price to remove dewatering bin to a	2	Each	
disposal site from IEUA RP-2 in Chino,			
CA			
j. Price to provide one dewatering bin ,	1	Each	
ramp, and spill protection cover at Corona			
WWTP No. 2 in Corona, CA			
Size: cubic yards			
(Minimum Size 15 cubic yards)			
k. Price to provide additional dewatering	2	Each	
bins, ramp, and spill protection cover at			
Corona WWTP No. 2 in Corona, CA,			
including set-up as requested by OWNER			
1. Price to remove dewatering bin to a	3	Each	
disposal site from Corona WWTP No. 2 in			
Corona, CA.			
Total for Debris Hauling		•	
GRAND TOTAL			
-			1

1. Debris Hauling		
TOTAL (In Words):		
· ,		
GRAND TOTAL (In Words):		
<u> </u>		

The enclosed proposal includes the following <u>required</u> submittals.

- (1) Cost Proposal Form (Attachment A)
- (2) Non-Collusion Affidavit (Attachment B)
- (3) Acknowledgement of Insurance Requirements (Attachment C)
- (4) Copies of All Addendum Confirmation Form, if applicable.

Name of Firm	Signature	Date		
Address	Authorized Agent (Printed or Ty			
City, State, Zip Code	E-mail address			
Telephone	Fax			
California License No.	Expiration Date			

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ATTACHMENT E SCOPE OF SERVICES

PART 1: GENERAL

1.01 DEFINITIONS

- **A.** The following definitions shall apply to this technical specification for Debris Hauling and Disposal:
- 1. "OWNER": Santa Ana Watershed Project Authority (SAWPA).
- 2. "CONTRACTOR": Service Provider awarded the work under this contract.
- 3. "Debris": Pipeline debris is described as, but not limited to, sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid materials.
- 4. "Maintenance Access Structure": When used to describe an access way to the sewer system or a starting/finishing location for line cleaning and inspections, the term "Maintenance Access Structure" should be construed as any access port to the sewer system. Maintenance Access Structures are also referred to as "Maintenance Access Structures (MAS)."
- 5. "Segment": When used to describe a section of the sewer line, the term "segment" should be construed as that portion of the sewer pipe between two Maintenance Access Structures (access ports).
- 6. "Brine Line": Inland Empire Brine Line owned and operated by OWNER within San Bernardino and Riverside Counties, contains saline wastes and domestic wastewater.

1.02 APPENDICES / FIGURES

a. None

1.03 SCOPE OF WORK

A. GENERAL

a. Debris Hauling. The CONTRACTOR shall provide roll-off dewatering bins and/or standard roll-off bins fitted with a plastic liner and necessary ramps at an OWNER identified location and shall remove the dewatering bins for disposal at a legal disposal site. In addition, the CONTRACTOR shall provide assistance with solids thickening in order to allow proper disposal at a local landfill. Solids thickening can be performed with the addition of a thickening agent, such as sawdust, or polymer material. Solids thickening will usually require the use of heavy equipment used to mix the contents removed from the Brine Line with the thickening material. A staging area for materials and equipment will be provided by OWNER.

The duration of this contract shall be through June 30, 2020, with an option for a one-year extension (through June 30, 2021).

B. BIN DELIVERY AND DEBRIS HAULING

- a. CONTRACTORS shall provide roll-off dewatering bins and fabric liners with appropriate fitting and piping to dewater back to a designated Brine Line Maintenance Access Structure as requested by OWNER. Each bin shall have a minimum size of 15 cubic yards.
- b. The bins shall be delivered to an OWNER identified site (Colton Wastewater Treatment Plant or Inland Empire Utilities Agency RP-2 Facility) and shall be removed for disposal to a legal disposal site upon OWNER authorization.
- c. In addition, the CONTRACTOR shall provide the necessary ramp to allow for solids disposal from the cleaning equipment. Under no circumstances shall the ramp be left in an area where it interferes with established vehicle routes.
- d. The CONTRACTOR shall also prevent any spills during bin hauling or transport. A tarp or other protective cover shall be placed under the bin to contain any potential spills during loading to a roll-off bin truck. The CONTRACTOR shall be responsible for any clean-up costs associated with a spill during full bin removal if a protective cover is not used.
- e. The CONTRACTOR shall provide specifications for the bins proposed as part of this task. Similarly, the CONTRACTOR shall provide photographs of the ramp proposed as part of this task.

C. MATERIAL DISPOSAL

- a. All debris resulting from the cleaning operations shall be removed from the work site and disposed of at a legal disposal site. OWNER will reimburse CONTRACTOR for exact tipping fees charged.
- b. All debris removed shall be deposited into suitable water-tight dewatering roll-off bins or standard roll-off bins lined with a plastic liner to prevent any spills during staging and/or transport. Exact type of dewatering bin used shall be indicated by OWNER. For dewatering bins, liquid shall be allowed to drain back to a designated Brine Line Maintenance Access Structure. OWNER will provide preparation of Brine Line Maintenance Access Structure for draining. CONTRACTOR shall not modify any Brine Line Maintenance Access Structure for draining. OWNER will provide at least one (1) designated areas for staging dewatering roll-off bins and dewatering back to the Brine Line. CONTRACTOR shall not contact the

City of Colton to obtain access to the designated area for staging roll-off bins prior to AWARD. OWNER will provide a date and time for a site visit at the location identified below prior to submittal of proposals. CONTRACTOR shall, at a minimum, wear hard hat, safety vest, and safety glasses at all times.

- 1. City of Colton Wastewater Treatment Plant, 1201 S. Rancho Avenue, Colton, California.
- 2. Inland Empire Utilities Agency Regional Plant No. 2 (RP-2), 16400 El Prado Road, Chino, California.
- 3. Adjacent to the City of Corona Water Reclamation Facility No. 2, 650 E. Harrison Avenue, Corona, California.

CONTRACTOR shall prevent entry of stormwater into the bins and into the Brine Line Maintenance Access Structure.

- c. CONTRACTOR shall allow dewatering of the roll-off bins for a minimum of three (3) days. If the CONTRACTOR desires to dewater the roll-off bins for a longer period of time, prior authorization from the OWNER is required.
- d. Standard roll-off bins shall be removed once the solids have been properly thickened to allow for proper disposal at the nearest landfill. OWNER will not be responsible for any additional costs if the landfill rejects the bin contents due to improper thickening.
- e. OWNER will provide a staging area for thickening materials, such as sawdust, and necessary equipment for thickening.
- f. CONTRACTOR shall obtain approval from OWNER representative prior to removing bins.
- g. Any sampling/profiling required by the disposal site, will be reimbursed by OWNER.

Chain of custody forms, weigh tickets, summary of amounts and disposal dates shall be reported to OWNER no later than 10 days after debris has been hauled to the identified disposal site.

1.04 SUBMITTALS

The CONTRACTOR shall submit the following to the OWNER:

A. Submittals: Work shall not be assigned until the following have been received, reviewed, and approved by the OWNER where noted.

- A detailed Health, Safety, and Emergency Response Plan for the work to be completed. The plan shall include, at a minimum, specific procedures to be followed in the event of an emergency and contact and location information for local fire, police, and medical services. The contents of this Plan are exclusively the responsibility of the CONTRACTOR and the Plan will not be reviewed and approved by the OWNER. The CONTRACTOR shall submit a copy to the OWNER for informational purposes.
- 2. A Spill Response Plan is required outlining the CONTRACTOR actions and responsibilities in case of a system overflow. The OWNER will review and approve the CONTRACTOR spill response plan prior to commencing work. The Spill Response Plan shall identify procedures in case of any spill or if the CONTRACTOR were to lose equipment or any other object inside of the BRINE LINE system.
- 3. A description, including the manufacturer's specifications, for all components of the debris hauling equipment, as applicable.
- 4. A listing of the proposed disposal site(s), as applicable.

1.05 PROJECT DESCRIPTION, REQUIREMENTS, AND CONDITIONS

A. In the event of a sewer overflow, interruption, or contamination caused by CONTRACTOR's actions, CONTRACTOR shall immediately notify OWNER and shall contain overflow and/or contamination. CONTRACTOR shall be responsible for any fines levied by others, reimbursement of any OWNER-incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs. CONTRACTOR shall also notify OWNER immediately of any observed non-CONTRACTOR related spills and/or any abnormal conditions.

1.06 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be paid based on the actual work performed in accordance with the unit rate schedule provided on CONTRACTOR's Bid Form. OWNER will not pay for travel time to and from the work site.
- B. Final payment will be authorized upon receipt of a complete and correct final invoice, submittal of all materials and successful completion of services described herein.

ATTACHMENT A - COST PROPOSAL FORM RFP for Brine Line On Call CCTV Inspection Services SPECIFICATION NO. BRINE LINE ON-CALL CCTV INSPECTION-2018

Due Date and Time for Proposal Submittal: April 12, 2018 at 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive. The cost proposal shall be submitted in separate envelope provided herein. All envelopes shall be clearly marked with the Specification number and envelope content. Submit total Contract amount not to exceed, as follows:

DESCRIPTION	QTY	UNIT	UNIT	TOTAL
			COST	
CCTV Inspection				
Inspection 15-, 16-, and 18-inch sewer	6,000	LF		
Inspection 24-, and 26-inch sewer	25,000	LF		
Inspection 27- and 30-inch sewer	20,000	LF		
Inspection 36- and 39-inch sewer	20,000	LF		
Inspection 42-inch sewer	35,000	LF		
Inspection 48-inch sewer	5,000	LF		
Surcharge for 3D Optical Pipeline Scanner	10,000	LF		
MAS Inspection using 3D Optical Scanner	100	MAS		
Traffic Control				
Traffic Control Plans approved by the	4	LS		
applicable public agency				
Traffic Control for locations with light	4	Each		
traffic (including cones, light board, signs,				
barriers, markers, no lane closure); 8 hours				
total				
Traffic Control for locations with heavy	4	Each		
traffic (including cones, light board, signs,				
flagman, barriers, markers, lane closure); 8				
hours total				
TOTAL	<u></u>			

TOTAL (I	n Words):	
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The enclosed proposal includes the following required submittals.

- (1) Cost Proposal Form (Attachment A)
- (2) Non-Collusion Affidavit (Attachment B)
- (3) Acknowledgement of Insurance Requirements (Attachment C)
- (4) Copies of All Addendum Confirmation Form, if applicable.

Name of Firm	Signature	Date		
Address	Authorized Agent (l	t (Printed or Typed)		
City, State, Zip Code	E-mail address			
Telephone	Fax			
California License No.	Expiration Date			

ATTACHMENT E SCOPE OF SERVICES CCTV Inspection Services

PART 1: GENERAL

1.01 DEFINITIONS

- **A.** The following definitions shall apply to this technical specification for CCTV Inspection Services:
- 1. "OWNER": Santa Ana Watershed Project Authority (SAWPA.)
- 2. "CCTV": Closed-circuit Television
- 3. "CONTRACTOR": Service Provider awarded the work under this contract.
- 4. "Maintenance Access Structure": When used to describe an access way to the sewer system or a starting/finishing location for line inspection, the term "Maintenance Access Structure" should be construed as any access port to the sewer system.
- 5. "Segment": When used to describe a section of the sewer line, the term "segment" should be construed as that portion of the sewer pipe between two Maintenance Access Structures (access ports.)
- 6. "BRINE LINE": Inland Empire Brine Line owned and operated by OWNER within San Bernardino and Riverside Counties, contains saline wastes and domestic wastewater (Figure 1.)
- 7. "NASSCO": National Association of Sewer Service Companies.

1.02 APPENDICES / FIGURES

a. Appendix A. BRINE LINE System Figure

1.03 SCOPE OF WORK

A. GENERAL

a. CONTRACTOR shall furnish all labor, materials, equipment, and incidentals necessary for the inspection of approximately 66,000 lf of the BRINE LINE and Maintenance Access Structures described herein.

BRINE LINE pipelines are RCPP, PVC-lined RCP, PVC, HDPE, vitrified clay, and ductile iron, and range in sizes from 16- to 48-inches in diameter (see map). The inspection services shall be provided as requested by OWNER.

B. PERMITS AND TRAFFIC CONTROL

- a. CONTRACTOR shall provide Traffic Control plans if required by the appropriate permitting agency. OWNER shall obtain and pay for all permits.
- b. In addition, CONTRACTOR shall provide all traffic control in accordance with the latest CALTRANS regulations and MUTCD guidelines. Additional local regulations shall have precedence. CONTRACTOR shall supply all signs, barriers, markers, and flagmen as required to maintain traffic.

C. CCTV INSPECTION

- a. Electronic digital recordings shall be made of the CCTV inspections and copies of both the recordings and inspection reports shall be supplied to OWNER. Format of copies to be provided to OWNER is specified in Section 1.04 C below.
- b. CCTV Camera Head Prime Position: Wherever prevailing conditions allow, the CCTV camera head shall be positioned to reduce the risk of picture distortion. The CCTV camera lens head shall be positioned centrally (i.e. in prime position) within the sewer. The camera lens shall be positioned looking along the axis of the pipeline. A position tolerance of ± 10% of the vertical pipeline dimension shall be allowed when the camera is positioned centrally.
- c. CCTV Camera Head Speed: The speed of the CCTV camera in the pipeline shall be limited to 8 inches per second (40 feet/minute) for inspections to enable all detail to be extracted from the CD-ROM/DVD recording. Similar or slightly higher speed as agreed by the OWNER shall be provided for inspections.

1.04 SUBMITTALS

The CONTRACTOR shall submit the following to the OWNER:

- **A. Pre-Inspection Submittals:** Inspection operations shall not commence until the following have been received, reviewed, and approved by the OWNER where noted.
- 1. A description, including the manufacturer's specifications, for all CCTV equipment.
- 2. A description of the traffic control plan for the temporary closing of streets or traffic lanes and rerouting of traffic. The traffic control plan shall include the anticipated length of time that each specific street will have traffic disruptions, and shall conform to the regulations and standards in effect for the affected jurisdiction and Caltrans. Final scheduling shall be coordinated with the affected

jurisdiction for the purpose of defining street detours, closings and interruptions of service for mass transit. OWNER will obtain and pay for all permits.

- **B. Progress Submittals:** The CONTRACTOR shall submit a report no later than seven (7) days after CCTV inspection took place according to the following provisions:
- Progress Report / Work Documentation: Progress reports shall be submitted for OWNER review no later than seven (7) days after the inspection took place. CONTRACTOR's log sheets, with a section by section breakdown including comments, shall be maintained on site, in a legible manner for review at all times. Comments on log sheets shall include notice of badly work Maintenance Access Structure frames and covers, and badly deteriorated Maintenance Access Structure concrete structures.
- 2. All CCTV inspection footage shall be submitted on CD-ROM/DVD.
- 3. All reports shall be provided in electronic format (PDF version.)
- 4. Summary table (in MS Excel 2010, MS Word 2010, or later format) listing sewer segments cleaned (using unique numbering system to be provided by the OWNER), location, unique inspection DVD tracking number, and any relevant notes.
- 5. All CCTV inspection footage/video clips (with audio) in MPEG-1 (DVD-quality) format. Files shall be named using a unique naming/numbering system to be provided by OWNER.
- 6. Each CD-ROM or DVD shall be labeled as discussed in Section 3.03 B.
- 7. To be submitted on encoded DVD playable by any North American computer-based DVD player (using WinDVD or similar computer software) or standard television-based video system DVD player:
 - a. All CCTV inspection footage/video clips (with audio) (see C.1.c. above) converted to playable encoded DVDs.
 - b. Each DVD shall be labeled as discussed in Section 3.03 B.

1.05 QUALITY ASSURANCE / TRAINING REQUIREMENTS

- A. Qualifications of the Inspection Crew Supervisor shall have five years minimum experience.
- B. OWNER reserves the right to approve personnel used and to request new personnel if the personnel used is not performing to the satisfaction of OWNER.
- C. CONTRACTOR shall utilize a commercial-off-the-shelf (COTS) CCTV data collection/inspection software package furnished by a single manufacturer who is fully experienced, reputable and qualified in the manufacture of the equipment to be furnished.

- D. CONTRACTOR's employees responsible for data collection and preparation of the final inspection report shall each have a minimum CCTV inspection experience level of 5-years and have experience spanning the full operational capabilities of the software package. Evidence of experience shall be provided to OWNER in advance of the work for each person operating the inspection equipment and preparing the final inspection reports.
- E. The methodology of evaluation, data collection, and reporting criteria shall be based upon the latest edition of the NASSCO guidance for all CCTV inspections under this contract.
- F. All inspection equipment technicians and operators shall have been trained and certified to assess the conditions of the sewers according to the NASSCO guidelines. Training of personnel shall be through the Pipeline Assessment and Certification Program (PACP). Proper evidence of certification shall be provided to the OWNER in advance of the work for each person assessing the sewers and operating the inspection equipment.

1.06 PROJECT DESCRIPTION, REQUIREMENTS, AND CONDITIONS

The Inland Empire Brine Line (BRINE LINE) sewer line segments and appurtenances to be cleaned and inspected (unless noted otherwise) under this contract include portions of the BRINE LINE Reaches IV, IV-A, IV-B, IV-D, and IV-E.

- A. Maintenance Access Structures along the segments to be inspected may be non-standard, bolted closed, or may require cleaning for access. Maintenance Access Structures may be located in native terrain areas subject to seasonal flooding or sandy soil conditions or in streets, shoulders or other paved areas. As such, accessing such Maintenance Access Structures will require special consideration and coordination with OWNER, Western Municipal Water District (WMWD), the City of San Bernardino and the City of Corona. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and setup time for inspection operations prior to submitting bid.
- B. Maintenance Access Structures along the segments to be inspected may be located in high vehicle traffic areas. As such, accessing these Maintenance Access Structures may require special consideration, coordination, and compliance with the requirements of Caltrans, Riverside County Flood Control District, Riverside County Department of Transportation, San Bernardino County Flood Control District, San Bernardino Department of Transportation, City of Corona, City of Colton, City of Rialto, City of Riverside, City of San Bernardino, and any affected jurisdictions. CONTRACTOR shall field verify all conditions and anticipate any increased coordination and set-up time for inspection operations prior to submitting bid.

- C. Each bidder is strongly encouraged to attend the pre-bid conference to gain a better understanding of the project scope of work and bid requirements.
- D. All work performed and equipment utilized by CONTRACTOR shall conform to FED-OSHA and CAL-OSHA Title 8 requirements, including, but not limited to, work performed in confined spaces. CONTRACTOR shall provide a minimum of a two-person crew at all times.
- E. CONTRACTOR shall be responsible for managing and controlling traffic in a safe manner at all times, including, but not limited to, reconnaissance, land survey, and CCTV inspection activities.
- F. CONTRACTOR shall provide necessary equipment to meet local noise restrictions.
- G. In the event of a sewer overflow, interruption, or contamination caused by CONTRACTOR's actions, CONTRACTOR shall immediately notify OWNER and shall contain overflow and/or contamination. CONTRACTOR shall be responsible for any fines levied by others, reimbursement of any OWNER-incurred costs, damage, cleanup, restoration of flow, and any disruption of service costs. CONTRACTOR shall also notify OWNER immediately of any observed non-CONTRACTOR related spills and/or any abnormal conditions.

1.07 MEASUREMENT AND PAYMENT

- A. CONTRACTOR shall be paid based on the actual work performed in accordance with the unit rate schedule provided on CONTRACTOR's Bid Form. Services under this agreement shall be as requested and needed. OWNER will not be obligated to any minimum or maximum quantities under the agreement.
- B. CONTRACTOR shall submit all inspection reports and supporting documentation and data with an itemized invoice.
- C. All CCTV data shall be provided in accordance to the specifications of this Scope of Work. Failure to abide by the stipulations in this Scope of Work or any of the Terms and Conditions of the agreement could result in non-payment and might require re-inspection by the CONTRACTOR prior to approval of any invoices.

PART 2: CCTV PRODUCTS

VIDEO INSPECTION EQUIPMENT

A. CONTRACTOR shall furnish the inspection studio, television cameras, video capture equipment, data collection/inspection software, and any other necessary

- equipment, materials, electricity, labor and technicians as may be required to perform the inspections.
- B. The inspection equipment shall be capable of inspecting up to 2,000 feet in one direction by a self-propelled unit. The equipment package shall be able to provide a picture of acceptable quality at this maximum length, regardless of the vibration caused by normal movement of the camera within the pipe and the distance length of the conductor cable between the cameras and the recording device. If necessary, longer runs of pipe may be inspected by completing separate portions from Maintenance Access Structures at either end of the segment.
- C. The inspection equipment shall be capable of clearly televising the interior of sewer pipes from 16- to 48-inches in diameter.
- D. When the television equipment is towed by winch and bind through the sewer line, all winches shall be stable with either locking or ratcheting drums. All winches shall be inherently stable under loaded conditions. The binds shall be or of an equally non-elastic material to ensure the smooth and steady progress of the camera equipment. The binds shall be oriented as to enable unhindered extension or retraction through the sewer conduit. All effort shall be made to prevent damage to the sewer conduit during the television inspection. In the case where damage is caused by the CONTRACTOR, for any reason, such as would be caused by incorrect deployment of binds or retrieval of lodged equipment, the cost of repair or remedy shall be absorbed by the CONTRACTOR and shall be considered an incidental part of the work and no separate measurement or payment shall be made.
- E. The television camera used for the sewer line inspection shall be specifically designed and constructed for sewer pipeline inspection, and provide a clear, noise-free image. The camera shall be operative in any conditions that may be encountered in the inspection environment including, but not limited to, 100 percent humidity conditions. The camera shall have a high-resolution lens and be capable of pan and tilt movements (360 x 270-degree minimum rotation) to facilitate the inspection of sewer line and Maintenance Access Structure defects. Focal distance shall be adjustable and shall range from 1-inch to infinity. The illumination shall be such as to allow an even distribution of light to produce a clear picture around the sewer perimeter, regardless of diameter and without the loss of contrast, flare out of picture or shadowing. The lighting system shall also minimize reflective glare and the intensity shall be fully adjustable. The television camera, monitor and other components of the video system shall be capable of producing a picture having not less than 650 lines of resolution.
- F. The camera shall be skid-mounted or mounted on track or wheeled equipment, as appropriate, to accommodate specific pipe diameters, construction, and liner types. The camera equipment shall be capable of traversing reasonable amounts of

- debris and flow encountered in the sewer while providing a stable, clear image. Acceptable flow depths are summarized in Paragraph 3.03.
- G. CONTRACTOR shall test the television inspection equipment one time per week to verify the picture quality. Recorded footage showing inadequate or improper lighting or other poor image quality shall be cause for rejection and non-payment by OWNER.
- H. The CCTV monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the center point of the camera.

DATA COLLECTION / INSPECTION SOFTWARE

A. Logging and Reporting

- 1. CONTRACTOR shall collect all CCTV inspection data using an Open Database Connectivity (ODBC) compliant database format. Data shall be delivered to OWNER in approved formats per Sections 1.04 and 1.05. CONTRACTOR shall provide documentation of any additional data fields used during the inspection to satisfy the minimum data requirements of Paragraph 2.02 (A)(6). File names of database files, JPEG files, and MPEGs shall use a logical sequence which utilizes BRINE LINE reach number, Maintenance Access Structure numbers, and/or pipeline segment numbers in the filename to allow for quick recognition of location based on file name. Naming conventions shall be standardized and coordinated with OWNER prior to beginning CCTV work.
- 2. Each segment of pipe inspected shall be identified by a starting and ending Maintenance Access Structure number as indicated by OWNER prior to the CCTV inspection. As such, each segment of pipe shall be tracked as starting identification number to ending identification number. In the event that an additional access point is used by CONTRACTOR, such point shall be identified by CONTRACTOR using the same numbering convention. The locations of all additional or non-located access points shall be noted and provided to OWNER.
- 3. The software package shall include provisions for collecting information specific to Maintenance Access Structures and all other sewer access points.
- 4. The software shall be pre-programmed with the pipeline defect conditions described in the NASSCO guidance, and shall be flexible enough to allow customization by OWNER.
- 5. The footage reading from the camera equipment shall be automatically entered into the survey log and shall directly correspond to the noted defect location throughout the pipe when graphic and tabular reports generated.

- 6. All relevant pipe segment information shall be entered prior to the actual survey. The below listed minimum survey detail must be supplied in the software for proper segment documentation. The graphic and tabular survey reports generated shall include the below listed information as well as Maintenance Access Structure inspection observations, pipe centerline footage count, condition grade and defect description, defect location reference including clock description, severity and special remarks:
 - a. SAWPA Contract Name
 - b. SAWPA Contract Number
 - c. CONTRACTOR Name
 - d. CONTRACTOR's Operator Name
 - e. Inspection or Survey Date
 - f. Inspection Start Time
 - g. Sewer Pre-cleaned prior to inspection? Y/N
 - h. Ambient weather conditions
 - i. Starting Maintenance Access Structure identification no.
 - j. Ending Maintenance Access Structure identification no.
 - k. Starting Maintenance Access Structure depth (rim to invert) and/or structure dimensions (field verified)
 - 1. Ending Maintenance Access Structure depth (rim to invert) and/or structure dimensions (field verified)
 - m. Direction of survey (upstream / downstream)
 - n. Pipe shape
 - o. Pipe diameter and/or height and width
 - p. Pipe construction material
 - q. Pipe liner material
 - r. Pipe joint lengths
 - s. Pipe total segment length (field verified)
 - t. Pipe drop (total invert elevation change from starting to ending Maintenance Access Structure)
 - u. Pipe slope (average based on total invert elevation change)
 - v. Pipe flow in (percent of pipe height at segment starting point)
 - w. Pipe flow out (percent of pipe height at segment ending point)
 - x. Total surveyed length in segment
 - y. CD-ROM/DVD number
- 7. The graphical reports shall print in color for quick glance referencing of the defect category.
- 8. The software shall be capable of compiling data from multiple inspections, sorting the data based on a user defined description field, and providing the data in brief summary reports.

9. Contractor shall provide to SAWPA, at no additional cost, any (viewing) software required to view deliverables for inspection using the 3D Optical Pipeline Scanner.

B. Digital Video System

- 1. The software package shall allow the video surveys to be recorded as digital MPEG files (see Section 1.04 C). The MPEG files shall have indexes to the defect observations saved as a time reference. One MPEG file shall be provided for each Maintenance Access Structure-to-Maintenance Access Structure pipe segment. MPEG compression shall not significantly degrade the still frame quality of the video signal from the original source video.
- 2. Non-digital media will not be accepted. CONTRACTOR shall re-inspect the requested segments if any of the digital recording equipment fails during the inspection.
- 3. The software package shall include video image capture capabilities. The software shall be capable of capturing multiple color video frames of the defects found during inspection and attaching these images to the inspection reports. CONTRACTOR shall be required to take video frame snapshots of all defects.
- 4. The image capture system shall be capable of recording multiple video clips of an observation of between 5 and 20 seconds in duration. CONTRACTOR shall be required to record video clips of continuous structural defects, such as longitudinal cracks, with a grade rating to show the magnitude of the defect, or of service defects, such as infiltration, to show the degree of the defects.
- 5. Footage count and elapsed time shall be captured on the corresponding video image and shall appear on the reports indicating the elapsed time and correct centerline footage measurements of when the image was captured during inspection.
- 6. Defect images in the reports shall appear in a highlighted color, based on the nature of the defect, on both the computer monitor and on the printed reports.
- 7. The CONTRACTOR shall provide the OWNER with any codecs or special software, if required, to play the CCTV videos. All CCTV videos shall be compatible with standard multimedia players (i.e. Windows Media Player, Quicktime, etc.)
- 8. The CONTRACTOR shall be able to provide a digital copy of the recorded footage on the field, soon after inspection.

PART 3: CCTV EXECUTION

3.01 EVALUATION CRITERIA

- A. Sewer condition grades for all CCTV evaluations in this contract shall be based upon the condition grade schedule presented in the latest edition of the NASSCO guidance, unless otherwise specified/customized by OWNER.
- B. The worst defect along the individual sewer segment shall be used to give a single condition grade for that particular sewer segment; i.e., the grade for the sewer segment is based on the worst internal condition grade along the sewer segment.
- C. It shall be the responsibility of the CONTRACTOR to ensure that defects are reported uniformly and consistently by all inspection crews.

3.02 PROCEDURE

- A. Prior to opening Maintenance Access Structure covers or other access points, the atmosphere of the access point shall be checked by CONTRACTOR to ensure a non-explosive and non-hazardous atmosphere. The portable gas detection equipment shall measure and alarm the following hazardous gasses: hydrogen sulfide, carbon monoxide, methane, and low oxygen. CONTRACTOR shall ventilate all access points as required for the safe execution of the work in this contract. CONTRACTOR shall ensure that at no time the ventilation be the cause of public nuisance odor problems.
- B. Many of the Maintenance Access Structures along the segments to be inspected under this contract have not been opened for extended periods and, therefore, may be surcharged. As such, CONTRACTOR shall exercise caution when accessing all Maintenance Access Structures.
- C. The camera shall be moved through the sewer segment at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition, or to "image capture" defects. With the exception of a 3D Optical Pipeline Scanner unit, at no time shall the television camera be pulled at a speed greater than 40 feet per minute. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.
- D. The camera shall be stopped to inspect any areas of concern by using the pan and tilt feature of the television camera. For the purposes of this technical specification, an "area of concern" shall be considered as any one of the following:

- 1. Locations of structural damage to the piping, Maintenance Access Structures and other appurtenant structures, including sagging, cracked or collapsed segments.
- 2. Locations of PVC liner or weld strip defects.
- 3. Joints which appear to be damaged, incorrectly installed, shifted, or in any way deficient.
- 4. Areas in which noticeable infiltration is occurring. The approximate flow into the pipe at these locations shall be recorded as a field observation.
- 5. Unusual or deficient conditions such as roots, storm sewer connections, and the presence of vermin, scale, corrosion, grease and grit.
- 6. Any other discernible feature or condition which, in the opinion of CONTRACTOR or OWNER, may pose a problem to the integrity or functionality of the sewer.
- E. Whenever possible, CONTRACTOR shall complete the inspection of a pipe segment in one continuous run. CONTRACTOR shall complete each sewer segment in its entirety before stopping work for the day. No partial segment of sewer inspection shall be permitted.
- F. CONTRACTOR shall provide a minimum of four video frame snapshots per segment of pipeline between Maintenance Access Structures regardless of the condition of the pipeline segment.
- G. All formatted data, video and corresponding reports shall be submitted on CD-ROM or DVD to the OWNER no later than seven (7) days after CCTV inspection took place. All CD-ROMs/DVDs shall become the property of the OWNER once submitted.

3.03 CCTV PERFORMANCE

- A. Color CCTV. All CCTV work shall use color CCTV reproduction.
- B. CCTV Picture Quality. An approved test device shall be provided and be available on site throughout the Contract, enabling the tests specified in this clause to be checked. The test card shall be Marconi Regulation Chart No. 1 or its derivatives with a color bar, clearly differentiating between colors, with no tinting, to show the following: 1) white; 2) yellow; 3) cyan; 4) green; 5) magenta; 6) red; 7) blue; 8) black.
- C. At the start of each and every working shift, the camera shall be positioned centrally and at right angles to the test card at a distance where the full test card just fills the monitor screen. The CONTRACTOR shall ensure that the edges of the test card castellations coincide with the edges of the horizontal and vertical scan (raster). The card shall be illuminated evenly and uniformly without any reflection. The type of camera used is to be identified in the test recording. The recording must show the camera being introduced into the test device and

reaching its stop position. Other test devices may be used subject to approval by OWNER.

- D. The electronic systems, television camera and monitor shall be of such quality as to enable the following to be achieved:
 - a. Shades of Gray. The gray scale shall show equal changes in brightness ranging from black to white with a minimum of five clearly recognizable stages.
 - b. Color. With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no tint.
 - c. Linearity. The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship (±5%).
 - d. Resolution. The live picture must be clearly visible with no interference and capable of registering a minimum number of TV lines/pictures height lines. The resolution shall be checked with the monitor color turned down. In the case of tube cameras this shall be 600 lines.
 - e. Color Constancy. To ensure the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the inspection. In order to ensure color constancy, generally no variation in illumination shall take place during the inspection.
 - f. The CONTRACTOR shall note that OWNER may periodically check both the live and video picture consistency against the color bar. Any differences shall require re-inspect of the new length or lengths affected, at the CONTRACTOR's expense.
- E. CD-ROM Playback. CD-ROM playback shall be capable of a resolution of a minimum of 250 lines recorded at standard speed.
- F. CCTV Focus/Iris/Illumination. The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of focus and iris shall provide a minimum focal range from 6 inches in front of the camera's lens to infinity. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The illumination must be such as to allow an even distribution of the light around the sewer perimeter without the loss of contrast, flare out of picture or shadowing.

3.05 FORMATTING

A. Video

- 1. At the start of each segment, a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alphanumerical form containing the following minimum information:
 - a. Automatic update of the camera's position, in feet and tenths, in the sewer line from adjusted zero. The distance reading entered on to the data display at the cable calibration point must allow for the distance from the start of the survey to the cable calibration point such that the footage at the start of the survey is zero.
 - b. Size and length of sewer line, type of material sewer line is composed of, linear material type, etc.
 - c. Upstream Maintenance Access Structure and downstream Maintenance Access Structure identification numbers.
 - d. Direction of inspection (upstream or downstream)
 - e. Date and starting time of the inspection.
- 2. Once the survey of the pipeline is under way, specific data should be continuously displayed on the viewing monitor and video recording. The size and position of the data display shall be such as not to interfere with the main subject of the picture yet shall be easily readable when the recording is replayed. At a minimum, the following data should be displayed:
 - a. Automatic update of the camera's position, in feet and tenths, in the sewer line from adjusted zero.
 - b. Upstream Maintenance Access Structure and downstream Maintenance Access Structure identification numbers.
- 3. Each segment length (consecutive Maintenance Access Structure to Maintenance Access Structure) shall be entered on a separate coding sheet. Thus, where CONTRACTOR elects to "pull through" a Maintenance Access Structure during a CCTV survey, CONTRACTOR shall start a new coding sheet at the Maintenance Access Structure "pulled through" and shall reset the distance to zero on the coding sheet, viewing monitor, and video recording.

B. CD-ROM/DVD

- 1. Permanently label each CD-ROM/DVD with the following information:
 - a. SAWPA BRINE LINE CCTV INSPECTION
 - b. Reach:
 - c. Contractor:
 - d. CD/DVD No:
 - e. Date Inspected:
 - f. Start MH:
 - g. Finish MH:

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ATTACHMENT A COST PROPOSAL FORM

RFP for Brine Line Flow Meter Calibration SPECIFICATION NO. Brine Line Flow Meter Calibration-2018

Due Date and Time for Proposal Submittal: April 12, 2018 by 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive. The cost proposal shall be submitted in separate envelope provided herein. All envelopes shall be clearly marked with the Specification number and envelope content. Please submit unit costs for at least one of the options below. Unit costs shall be valid until June 30, 2020.

DESCRIPTION	QTY ⁽ⁱ⁾	UNIT	UNIT COST	TOTAL
Furnish all labor, materials, equipm	nent and in	cidentals	to calibrate the	following
Mag Meters WITHOUT confined sp	pace entry	requiren	ent:	
Anita Smith Plant (RCSD)	2	Each		
Wellington Foods	2	Each		
Dart Container	2	Each		
Temescal Desalter	2	Each		
Flavor Specialties	2	Each		
Furnish all labor, materials, equipm	nent and in	cidentals	to calibrate the	following
Mag Meters WITH confined space	entry requi	rement:		
Agua Mansa Power Plant	2	Each		
Furnish all labor, materials, equipm	nent and in	cidentals	to calibrate the	following
Ultrasonic meters WITH confined s	pace entry	requiren	nent:	
Stringfellow	2	Each		
JCSD Etiwanda	2	Each		
JCSD Wineville	2	Each		
JCSD Hamner	2	Each		
Furnish labor and equipment to rep	air and/or	replace f	low meters as r	equested by
SAWPA. (iii)				
Repair/replace meters	32	Hours		
TOTAL				

- (i) Meter calibration will take place once per year at each location. The same unit cost will be applied in the case that additional calibrations are required beyond the regularly scheduled meter calibration.
- (ii) This item includes labor and equipment ONLY related to meter repair/replacement. Cost of materials will be reimbursed based on actual costs (plus a mark-up not to exceed 10 percent). All supporting documentation shall be provided. SAWPA will not pay for travel time to/from the site.

The enclosed proposal includes the following <u>required</u> submittals:

- (1) Cost Proposal Form (Attachment A)
- (2) Non-Collusion Affidavit (Attachment B)
- (3) Acknowledgement of Insurance Requirements (Attachment C)
- (4) Copies of <u>All</u> Addendum Confirmation Form, if applicable.

Name of Firm	Signature	Date		
Address	Authorized Agent (zed Agent (Printed or Typed)		
City, State, Zip Code	E-mail address			
Telephone	Fax			
California License No.	Expiration Date			

ATTACHMENT E

Brine Line Flow Meter Calibration Scope of Work

1. Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD.)

SAWPA owns either capacity rights in, or owns outright approximately 93 miles of pipeline referred to as the Inland Empire Brine Line (BRINE LINE) [formerly known as Santa Ana Regional Interceptor (SARI)]. This interceptor was initially constructed to provide for highly saline, non-domestic discharges in order to protect the inland water quality in the upper Santa Ana River Watershed.

SAWPA is responsible for the meter maintenance and calibration of approximately 16 flow meters.

2. Scope of Services

The Contractor shall provide all labor, equipment, materials, and incidentals to provide flow meter calibration and certification at regularly scheduled times (once per year), as well as when requested by SAWPA. Additionally, meter maintenance and/or replacement services may be required by SAWPA.

The Contractor shall be capable of providing calibration services to all types, makes and models of flow meters and level transducers as identified in Table 1. The meters shall be calibrated using test equipment and calibrators with accuracy traceable to NIST standards. The Contractor shall incorporate all calibration and certification records into a report as described below once the services have been provided.

Table 1. List of Flow Meters

Meter Name	Address	Meter Type	Confined	Traffic
			Space	Control
Stringfellow	4589 Pyrite Street,	ISCO 3010	Yes	Cones
	Jurupa Valley, CA	Ultrasonic		only ⁽ⁱ⁾
JCSD Etiwanda	4752 Etiwanda, Mira	ISCO 3010	Yes	Cones
	Loma, CA	Ultrasonic		only ⁽ⁱ⁾
JCSD Wineville	Intersection of	ISCO 3010	Yes	No
	Wineville Ave. and	Ultrasonic		
	Bellegrave Ave., Mira			
	Loma, CA			
JCSD Hamner	5592 Hamner, Eastvale,	Greyline	Yes	No
	CA	•		
Wellington Foods	1930 California Ave.	Sparling Tiger Mag	No	No
_	Corona, CA	960		
Dart Containers	150 S. Maple St.	Rosemount 8712C	No	No
	Corona, CA			
Temescal desalter	745 Corporation Yard	Endress&Hauser	No	No
	Way, Corona, CA	Promag 50		
Flavor Specialties	790 Harrison Street,	Sparling Tiger Mag	No	No
_	Corona, CA	EP F-M-626		
Agua Mansa Power	2040 Agua Mansa Rd.,	LC Mag HML200	Yes	No
Plant	Colton, CA	_		

⁽i) No lane closures are needed. Only cones and a Utility Work Ahead (W21-7) sign are required.

The Contractor shall provide a written report describing the type of work performed, the calibration sheets for each flow meter including, at a minimum, the following information:

- 1. Name and location of the meter
- 2. Date of calibration
- 3. Type of meter
- 4. Manufacturer and serial number
- 5. Calibration range
- 6. "As-found" calibration; power voltage input and corresponding milliamp output at 0, 25, 50, 75, and 100% range
- 7. "Final" calibration; power voltage input and corresponding milliamp output at 0, 25, 50, 75, and 100% range and percentage of error
- 8. List of the calibration equipment used
- 9. Calibration methodology

The report shall be submitted to SAWPA no later than 14 days after calibration of all meters on Table 1 has been completed. All calibration work shall include a 3 month guarantee. In the event of a meter malfunction within 3 months of calibration, the Contractor shall re-calibrate and re-certify the flow meter at no charge to SAWPA.

Similarly, the Contractor shall provide a one-year guarantee on any repair and/or replacement of meters. In the event that a meter fails after being repaired or replaced by the Contractor, it shall be repaired and/or replaced at no additional cost to SAWPA.

Calibration of some meters will require confined space entry. The Contractor shall abide by all federal, state, and local laws and regulations regarding confined space entry.

The Contractor shall obtain any required permits and pay all fees as required by the appropriate agency. A permit is expected from the City of Eastvale to allow work on the JCSD Celebration meter, which will require a lane closure. SAWPA will reimburse the Contractor for actual permit costs plus a 10% mark-up allowance to cover administrative costs. Work on other meters will not require any traffic control; however, the Contractor shall provide traffic cones for the instances where any vehicles need to park on the shoulder or next to the curb.

The Contractor shall provide traffic control according to the California Work Area Traffic Control Handbook (WATCH Handbook) or Part 6 of the California Manual on Uniform Traffic Control Devices (MUTCD) if required by the appropriate permitting agency. The Owner will provide the Contractor with copies of the permits and the Contractor shall follow all requirements established in such permits.

Prior to any flow meter calibrations, the Contractor shall provide the following submittals:

- a. Sample report form
- b. Injury and illness prevention plan (IIPP)
- c. OSHA certifications
- d. Confined space entry protocol

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ATTACHMENT A

COST PROPOSAL FORM

RFP for Brine Line On-Call Land Surveying Services SPECIFICATION NO. Brine Line On-Call Land Surveying Services 2018

Due Date and Time for Proposal Submittal: April 12, 2018 at 2:00 pm. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive. The cost proposal shall be submitted in separate envelope provided herein. All envelopes shall be clearly marked with the Specification number and envelope content. Please submit unit costs for at least one of the options below. Unit costs shall be valid until June 30, 2020.

DESCRIPTION	QTY ⁽ⁱ⁾	UNIT	UNIT	TOTAL
			COST	
Land Surveying Services				
Furnish on-call land surveying services,	80	Hour		
including appropriate deliverables per				
requirements identified in Scope of				
Work (crew of 2)				
Furnish on-call land surveying services,	10	Hour		
including appropriate deliverables per				
requirements identified in Scope of				
Work for surveys within Caltrans right-				
of-way (crew of 3)				
Office work required to process survey				
data and provide surveying deliverables:				
Research Assistant	20	Hour		
CAD Technician	60	Hour		
Project surveyor	20	Hour		
Supervisor/Manager	20	Hour		
TOTAL	•			

⁽i) This is an estimate for the number of hours that surveying services will be required. Contractor will only be paid for work completed. The unit costs listed above will apply if additional quantities are required.

The enclosed proposal includes the following <u>required</u> submittals:

- (1) Cost Proposal Form (Attachment A)
- (2) Non-Collusion Affidavit (Attachment B)
- (3) Acknowledgement of Insurance Requirements (Attachment C)
- (4) Copies of All Addendum Confirmation Form, if applicable.

Name of Firm	Signature	Date		
Address	Authorized Agent (Printed or Typed)			
City, State, Zip Code	E-mail address	E-mail address		
Telephone	Fax			
California License No.	Expiration Date			

ATTACHMENT E

On-Call Land Surveying Services

Scope of Work

1. Background

The Santa Ana Watershed Project Authority (SAWPA) was formed in 1972 to plan and build facilities to protect water quality in the Santa Ana River Watershed. SAWPA is a Joint Powers Authority (JPA) comprised of five (5) member agencies: Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Orange County Water District (OCWD), San Bernardino Valley Municipal Water District (SBVMWD), and Western Municipal Water District (WMWD.)

SAWPA owns and operates approximately 73 miles of pipeline referred to as the Inland Empire Brine Line (Brine Line) [formerly known as the Santa Ana Regional Interceptor (SARI)]. This interceptor conveys brine wastewater consisting of high saline, non-domestic discharges, industrial dischargers, and temporary domestic discharges.

2. Scope of Services

SAWPA is requesting proposals from qualified surveying professionals to provide On-Call Land Surveying Services in Riverside and San Bernardino Counties, including, but not limited to:

- a. Field surveys of boundary lines, pipelines per as-built drawings, easements, topography, existing structures, and potholes, including staking.
- b. Preparation of property descriptions, plats, and right-of-way maps.
- c. Perform various types of surveying tasks on all types of construction projects.

The Contractor shall provide all labor, equipment, materials, and incidentals to provide the services identified above. The Contractor shall provide on-call surveying services within five (5) days from the time SAWPA requests such services. All surveying work shall be paid on an hourly basis for work performed only. SAWPA will not pay travel and/or Stand-by time. All travel time shall be factored into the hourly rate provided by the Contractor on Attachment A – Cost Proposal Form. In addition, the Contractor shall provide necessary office support to process the information obtained as a result of the land surveying effort.

The Contractor shall provide at a minimum two 'Surveying Crew' (W21-6) signs with a size of 30" x 30" when land surveying services are provided, if requested by Owner. The Owner will provide the Contractor with copies of the permits and the Contractor shall follow all requirements established in such permits.

All data submitted to SAWPA shall be processed and formatted using AutoCAD latest version. The Contractor shall use coordinates established in UTM NAD 83 Zone 11.

All work shall be performed under the direction of a Registered Land Surveyor, in accordance with the Professional Land Surveyors Act ('PLSA'), Chapter 15, Article 3, Section 8276 and/or a licensed engineer authorized to perform Land Surveying registered with the State of California under Section 8731 of the PLSA. The surveyor shall maintain professional licenses required by the laws of the State of California at all times while under contract with SAWPA.

The surveyor shall submit all original field notes, grade sheets and ties on 8 ½" x 11" notepaper. The Surveyor shall also submit original unedited files, edited files, adjustments for traverses, least square adjustments including error ellipses and residuals, and final values in ASCII format. Survey maps shall be submitted in both PDF and AutoCAD (DWG) formats.

The surveyor shall have and use his/her own equipment and use his/her own office space.

Potential bidders are encouraged to notify SAWPA in writing, of any apparent major inconsistencies, problems or ambiguities in the Scope of Work. If deemed necessary, SAWPA shall request a meeting to discuss any relevant issues raised by any potential bidder.

Inland Empire Brine Line

Service Contracts RFPs March 6, 2018

Recommendation

• Direct staff to issue Requests for Proposals (RFPs) for the Inland Empire Brine Line service contracts.

Service Contracts

- *Pipeline cleaning:* Vacuum trucks, water trucks, and traffic control for Brine Line cleaning operations.
- Line draining and emergency response: Tanker trucks for line draining during planned maintenance and emergencies, as well as material support during SSOs.
- *Debris hauling and disposal*: Removal of dewatering bins and hauling to disposal site.
- Pipeline inspection (CCTV): Line inspection as required per the Brine Line Sewer System Management Plan.
- Flow meter calibration: Annual calibration of dischargers flow meters.
- Surveying: On-call surveying services as required.

Schedule

Activity	Date
Commission Approves RFPs	3/6/2018
Issue RFPs	3/7/2018
Pre-Proposal Meetings	3/28/2018
RFP Due Date	4/12/2018
Commission Approval	5/15/2018

Cost Estimate

Service	Estimated Cost (in US\$ per year)
Pipeline cleaning	\$225,000
Line draining and emergency response	\$50,000
Debris hauling and disposal	\$40,000
Pipeline inspection	\$85,000
Flow meter calibration	\$20,000
Surveying	\$30,000
TOTAL	\$450,000

Recommendation

• Direct staff to issue Requests for Proposals (RFPs) for the Inland Empire Brine Line service contracts

COMMISSION MEMORANDUM NO. 2018.28

DATE: March 6, 2018

TO: SAWPA Commission

SUBJECT: Inland Empire Brine Line Reach 4D Rehabilitation Work Plan

PREPARED BY: David Ruhl, Engineering Manager

RECOMMENDATION

It is recommended that the Commission authorize the General Manager to execute a General Services Agreement and Task Order No. W&C327-01 with Woodard & Curran in an amount not to exceed \$237,981 to provide engineering design services for the Inland Empire Brine Line Reach 4D Rehabilitation Work Plan, including a 5% contingency for field investigation related changes (\$11,332).

DISCUSSION

In December 2017, staff issued a Request for Proposals for Engineering Services for the Inland Empire Brine Line Reach 4D Rehabilitation Work Plan. Four proposals were received on January 30, 2018 from:

- Dudek
- HDR
- Stantec
- Woodard & Curran

A selection committee consisting of representatives from Eastern Municipal Water District and SAWPA staff reviewed the proposals and interviewed the four proposing firms on February 13, 2018. The firms were scored on criteria outlined in the RFP (project understanding, technical approach, relevant qualifications, experience, level of effort and references).

The cost proposals of the two top-ranked firms were opened, reviewed and scored. The cost proposal score was added to the interview score for a total interview score. Based upon the RFP criteria, Woodard & Curran received the highest total score and unanimous consensus from the selection committee as the most qualified firm to perform the work. Woodard & Curran received favorable responses from their references. In addition, SAWPA has working experience with Woodard & Curran (formerly RMC Environmental) and the proposed Project Manager, which was a favorable experience.

<u>Firm</u>	Fee Proposal	Score
Woodard & Curran	\$197,630	90
Dudek	\$481,880	83
Stantec	N/A	N/A
HDR	N/A	N/A

Upon selection of Woodard & Curran as the top qualified firm, a conference call was conducted with Woodard and Curran to discuss the Scope of Work, schedule, allocation of billing hours, billing rates and assumptions made in the proposal. Based on the discussions a revised fee estimate was submitted in the amount of \$226,649 that includes a 5% reduction in the billing rates for the Project Manager and the Project Engineer. The revised increase in fee proposal is mainly due to an increase in the time allocated to

CM#2018.28 March 6, 2018 Page 2

the Project Manager to ensure a sufficient level of effort is included in the critical tasks. Due to the complexity of the proposed field investigation work and unknown conditions of the 4D pipeline a 5% contingency (\$11,332) is included in the contract authorization to include unknown cost such as additional field investigation work if the initial findings deem it necessary to perform additional work and more stringent permit requirements from the three permitting jurisdictions (City of Eastvale, City of Chino and Caltrans).

BACKGROUND

The Brine Line Reach 4D, was constructed in the early 1990's and runs from the intersection with Reach 4A in the City of Chino approximately 21 miles East, to the intersection with Reach 4E in the City of Rialto, see Figure 1. A portion of the Brine Line Reach 4D consists of T-Lock Lined 42-inch reinforced concrete pipe (RCP). The T-lock lining is a polyvinyl chloride (PVC) lining on the interior circumference of the pipe that provides a protective corrosion barrier between the flow and concrete pipe. The T-lock lining on this portion of the brine line was installed on the upper 270 degrees of the pipeline leaving the invert or bottom 90 degrees of the pipe unlined. Low flows during the initial years of operation placed the flow line below the termination of the T-lock liner and exposed the concrete to corrosion and uplifting of the T-Lock liner. Repair will consist of flow by-pass, pipe cleaning, and application of a protective liner to prevent further deterioration of the concrete.

Work to be performed

Woodard & Curran will evaluate potential repair methods, identify a preferred method, identify CEQA requirements, prepare a preliminary schedule and cost estimate (cost estimate will be used to develop the overall project budget). Due to the limited amount of in-pipe data available, the scope of work includes field investigation to confirm the extent of the problem and confirm the structural integrity of the pipeline. A Final Work Plan is anticipated to be completed in September 2018. A copy of the Task Order, Scope of Work and Fee Estimate is attached for your information.

CRITICAL SUCCESS FACTORS

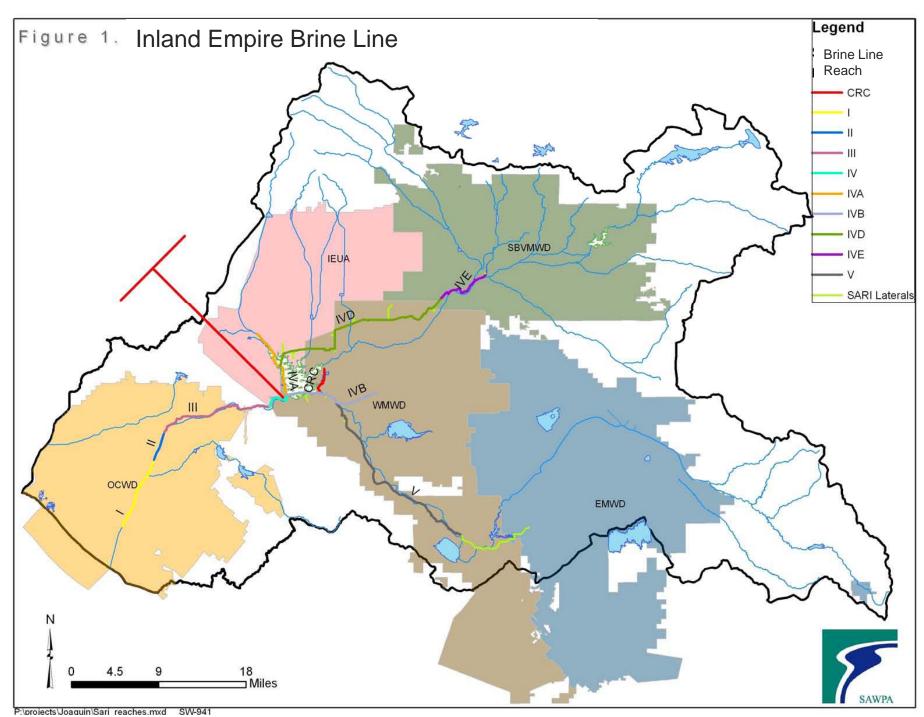
- 1. Minimize disruptions to customers.
- 2. Ensure that Brine Line value and benefits are known to economic development agencies and others.
- 5. Protect and preserve the useful life of Brine Line assets through strategic maintenance, repair, and capital improvements.
- 8. Operate the Brine Line to: (1) protect the OCSD treatment plant and the environment from non-compliant dischargers, and (2) eliminate any uncontrolled pipeline releases.

RESOURCE IMPACTS

Funds to cover the Work Plan and field investigation are budgeted under the FY 2018 and 2019 Budget Fund No. 327. An overall Project Budget will be developed as part of the Work Plan.

Attachments:

- 1. Figure 1
- 2. General Services Agreement
- 3. Task Order
- 4. Scope
- 5. Fee Schedule



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SANTA ANA WATERSHED PROJECT AUTHORITY AGREEMENT FOR SERVICES BY INDEPENDENT CONSULTANT

This Agreement is made this **6th day of March, 2018** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and **Woodard & Curran** ("Consultant") whose address is 15510-C Rockfield Blvd., Suite 200, Irvine California 92618.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- SAWPA desires to engage the professional services of Consultant to perform such professional consulting services as may be assigned, from time to time, by SAWPA in writing;
- Consultant agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to SAWPA that Consultant possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by Consultant shall be specifically described in one or more written Task Orders issued by SAWPA to Consultant pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Consultant agree to the following:

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2021** unless extended or sooner terminated as provided for herein.

ARTICLE II

SERVICES TO BE PERFORMED

- **2.01** Consultant agrees to provide such professional consulting services as may be assigned, from time to time, in writing by the Commission and the General Manager of SAWPA. Each assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Consultant, the amount of compensation to be paid, and the expected time of completion.
- **2.02** Consultant may at Consultant's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and consultants as Consultant deems necessary to perform each assignment; provided that Consultant shall not subcontract any work to be performed without the prior written consent of SAWPA.

ARTICLE III

COMPENSATION

- **3.01** In consideration for the services to be performed by Consultant, SAWPA agrees to pay Consultant as provided for in each Task Order.
- **3.02** Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Consultant to its clients.
- **3.03** Consultant shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Task Order unless approved in advance by the Commission and General Manager of SAWPA, in writing.

3.04 Unless otherwise provided for in any Task Order issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from Consultant of a timely, detailed, corrected, written invoice by SAWPA's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of SAWPA. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Consultant.

ARTICLE IV CONSULTANT OBLIGATIONS

- Consultant agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. In performing the services required by this Agreement and any related Task Order Consultant shall comply with all local, state and federal laws, rules and regulations. Consultant shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order.
- 4.02 Except as otherwise provided for in each Task Order, Consultant will supply all personnel and equipment required to perform the assigned services.
- 4.03 Consultant shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Consultant hereby covenants and agrees
 - 4.03a Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name SAWPA. its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable:
 - 4.03b Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$2,000,000,00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA. Architects' and engineers' coverage shall include contractual liability;
 - Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.
 - Provide worker's compensation insurance or a California Department of Insuranceapproved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities:
 - 4.03e Consultant shall require any subcontractor that Consultant uses for work performed for SAWPA under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03f Consultant hereby agrees to waive subrogation which any insurer of Consultant may seek to require from Consultant by virtue of the payment of any loss. Consultant shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of SAWPA for all work performed by Consultant, and its employees, agents and subcontractors.

All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best Rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by SAWPA in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by SAWPA and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of SAWPA that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to SAWPA prior to issuance of the first Task Order. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to SAWPA. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold SAWPA free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness, or willful misconduct of Consultant in performing services assigned by SAWPA.

- 4.04 Consultant hereby covenants and agrees that SAWPA, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness, or willful misconduct of Consultant. Consultant shall hold harmless, defend and indemnify SAWPA and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Consultant's negligence, recklessness, or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Task Order or Consultant's failure to comply with any of its obligations contained in this Agreement and any related Task Order, except as to such loss or damage which was caused by the active negligence or willful misconduct of SAWPA.
- **4.05** In the event that SAWPA requests that specific employees or agents of Consultant supervise or otherwise perform the services specified in each Task Order, Consultant shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.
- **4.06** In the event Consultant is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. Consultant shall obtain all necessary permits and approvals in connection with this Agreement, any Task Order or Change Order. However, in the event SAWPA is required to obtain such an approval or permit from another governmental entity, Consultant shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V SAWPA OBLIGATIONS

5.01 SAWPA shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each Task Order that are in SAWPA's possession;

5.01b Designate a person to act as liaison between Consultant and the General Manager and Commission of SAWPA.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

- **6.01** During the term of this Agreement, the Commission of SAWPA may, from time to time and without affecting the validity of this Agreement or any Task Order issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the Commission of SAWPA.
- **6.02** In the event Consultant performs additional or different services than those described in any Task Order or authorized Change Order without the prior written approval of the Commission of SAWPA, Consultant shall not be compensated for such services.
- **6.03** Consultant shall promptly advise SAWPA as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the Commission of SAWPA.
- **6.04** In the event that SAWPA orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by SAWPA and Consultant shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII

CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS

7.01 In the event SAWPA authorizes Consultant to perform construction management services for SAWPA, Consultant may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or Consultant may receive a request for a Change Order from the construction contractor. Consultant shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, General Manager and Commission of SAWPA. No Change Order shall be issued or executed without the prior approval of the Commission of SAWPA.

ARTICLE VIII

TERMINATION OF AGREEMENT

- **8.01** In the event the time specified for completion of an assigned task in a Task Order exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Task Order and thereupon this Agreement shall automatically terminate without further notice.
- **8.02** Notwithstanding any other provision of this Agreement, SAWPA, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Consultant, whether or not a Task Order has been issued to Consultant.
- **8.03** In the event of termination, the payment of monies due Consultant for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX

CONSULTANT STATUS

9.01 Consultant shall perform the services assigned by SAWPA in Consultant's own way as an independent contractor, in pursuit of Consultant's independent calling and not as an employee of SAWPA. Consultant shall be under the control of SAWPA only as to the result to be accomplished and the personnel assigned to perform services. However, Consultant shall regularly confer with SAWPA's liaison, General Manager, and Commission as provided for in this Agreement.

9.02 Consultant hereby specifically represents and warrants to SAWPA that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Consultant represents and warrants that the individual signing this Agreement on behalf of Consultant has the full authority to bind Consultant to this Agreement.

ARTICLE X

AUDIT AND OWNERSHIP OF DOCUMENTS

- **10.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Consultant in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Consultant shall promptly deliver all such materials to SAWPA. Consultant may retain copies of the original documents, at its option and expense. Use of such documents by SAWPA for project(s) not the subject of this Agreement shall be at SAWPA's sole risk without legal liability or exposure to Consultant. SAWPA agrees to not release any software "code" without prior written approval from the Consultant.
- **10.02** Consultant shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as SAWPA may deem necessary, Consultant shall make available to SAWPA's agents for examination of all such records and will permit SAWPA's agents to audit, examine and reproduce such records.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- **11.01** This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Consultant for SAWPA and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- **11.02** Consultant shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of SAWPA. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- **11.03** In the event Consultant is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due Consultant from SAWPA as of the date of death will be paid to Consultant's estate.
- **11.04** Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by SAWPA if requested by Consultant and agreed to in writing by SAWPA. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Consultant.
- **11.05** Consultant shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.
- **11.06** SAWPA expects that Consultant will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Consultant's duties under this Agreement or create any conflicts of interest. If required by law, Consultant shall file a Conflict of Interest Statement with SAWPA.

11.07 Any dispute which may arise by and between SAWPA and the Consultant, including the Consultants, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08 During the performance of the Agreement, Consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Consultant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

SANTA ANA WATERSHED PROJECT AUTH	ORITY	
Richard E. Haller, P.E., General Manager	Date	
WOODARD & CURRAN		
(Sianature)	 Date	Typed/Printed Name



SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. W&C327-01

CONSULTANT: Woodard & Curran VENDOR NO. 1980

15510-C Rockfield Blvd, Ste 200

Irvine, CA 92618

VALUE: \$226,649

PAYMENT: Upon Proper Invoice

REQUESTED BY: David Ruhl March 6, 2018

Engineering Manager

FINANCE: _____ Karen Williams, CFO Date

FINANCING SOURCE: Acct. Coding 327-Plan-6113

Acct. Description: General Consulting

COMMISSION/COMMITTEE AUTHORIZATION REQUIRED: YES (X) NO ()

Funding for this work was approved on March 6, 2018; Ref Memo #2018.___

This Task Order is issued by the Santa Ana Watershed Project Authority (hereafter "SAWPA") to **Woodard & Curran** (hereafter "Consultant") pursuant to the Agreement between SAWPA and Consultant entitled *Agreement for Services*, dated March 6, 2018 (expires 12-31-21).

I. PROJECT NAME OR DESCRIPTION

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Consultant shall provide all labor, materials and equipment for the Project to perform the task of preparing the Reach 4D Rehabilitation Work Plan including the following tasks, and as thoroughly described in **Attachment A**.

Task 1: Project Management

Task 2: Data Collection and Review

Task 3: Field Investigation

Task 4: Structural Integrity Assessment
Task 5: Rehabilitation Alternatives Analysis

Task 6: Work Plan

Task 7: CCTV Inspection

III. PERFORMANCE TIME FRAME

Consultant shall begin work within five days of the date this Task Order is signed by the Authorized Officer and shall complete performance of such services by or before **December 31**, **2018**.

IV. SAWPA LIAISON

David Ruhl shall serve as liaison between SAWPA and Consultant.

V. COMPENSATION

For all services rendered by Consultant pursuant to this Task Order, Consultant shall receive a total not-to-exceed sum of **\$226,649**. Payment for such services shall be made within 30 days upon receipt of timely and proper invoices from Consultant, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Consultant within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

In the event of a conflict in terms between and among the contract documents herein, the document item highest in precedence shall control. The precedence shall be:

- **a.** The Agreement for Services by Independent Consultant/Contractor.
- b. The Task Order or Orders issued pursuant to the Agreement, in numerical order.
- **c.** Exhibits attached to each Task Order, which may describe, among other things, the Scope of Work and compensation therefore.
- **d.** Specifications incorporated by reference.
- **e.** Drawings incorporated by reference.

In witness whereof, the parties have executed this Task Order on the date indicated below.

SANTA ANA WATERSHED PROJECT AUTH	ORITY	
Richard E. Haller, P.E., General Manager	Date	
WOODARD & CURRAN		
(Signature)	Date	Print /Type Name

Scope of Work:

Task 1: Project Management

Woodard & Curran shall manage all tasks in a cost effective, timely, and professional manner, including, but not limited to, overseeing subconsultant efforts; attending both face to face and conference call meetings with SAWPA staff to solicit input and confirm approach and criteria; providing monthly project status reports and invoices of appropriate detail; participating in weekly conference calls to discuss project status; and participating in one (1) face to face Commission meeting.

Assumptions:

- Woodard & Curran will prepare for and attend up to two (2) meetings at SAWPA's offices: The Kick-off meeting and the Commission meeting.
- The Field Investigation Plan Review Meeting will be conducted concurrently with the Kick-Off Meeting.
- To preserve budget, the remaining two meetings (Rehabilitation Alternatives Analysis Review Meeting and the Workplan Review Meeting) and will be conducted via conference call.
- Woodard & Curran will prepare for and participate in weekly coordination conference calls for the duration of the project. It is assumed that each call will be ½ hour long and that 28 calls will be required.
- Stakeholder coordination will be required with major dischargers only and the coordination effort will be led
 by SAWPA. Coordination support from Woodard & Curran will be relatively minimal and is assumed to be
 14 hours. Any additional time spent for coordination will be considered as extra work and is beyond the
 scope of the project.
- Project management is based on a seven-month schedule. See preliminary project schedule.

Deliverables:

- Kick-off and progress meetings materials, agenda, and action item list (electronic .pdf). No meeting minutes
 will be provided. Meeting materials, agenda, and action items will not be provided for weekly coordination
 conference calls.
- Monthly invoices and progress reports (hard copy).

Task 2: Data Collection and Review

Woodard & Curran will review current conditions based on record drawings, flow data, photo documentation, flow projections, water quality data and CCTV data.

Assumptions:

• SAWPA will provide necessary record drawings, flow data, previous investigation photo documentation, flow projections, water quality data, and CCTV data in a timely manner.

Deliverables:

None.

Task 3: Field Investigation

Field Investigation Plan:

Woodard & Curran will prepare a field investigation plan, which shall include recommendations for investigative measures and include overall cost, schedule, ease of implementation (reduction of flow, in-pipe storage), least disruption to Brine Line dischargers, and type and quality of produced data to determine the most appropriate method

to identify conditions of the pipe. Woodard & Curran will participate in meeting with SAWPA staff (combined with the project kick-off meeting), submit plan for SAWPA review, incorporate SAWPA comments and submit for final review. Upon approval of plan and schedule, Woodard & Curran will implement field investigation plan and provide all field investigation data and reports to SAWPA.

Field Investigation:

Woodard & Curran's subconsultant V&A will conduct physical inspections of the manholes and pipelines at five (5) locations. See assumptions below.

Assumptions:

- Field investigation plan will be a short one to two-page technical memorandum.
- Budget assumes that physical inspections will occur from 5 manhole locations.
- For the physical inspections, four of the manholes are in areas where the traffic control requirements will be met using standard exhibits from the WATCH Manual.
- For the physical inspections, one manhole will be located within an intersection and will require preparation of a location specific traffic control plan.
- A Health and Safety Plan will be developed and submitted to SAWPA for field investigation.
- Encroachment permits will be required from the Cities of Chino and Eastvale and will be acquired by Woodard & Curran's pipeline inspection subconsultant with the assistance of SAWPA. This scope of work does not include procurement of an encroachment permit from Caltrans.
- Concrete condition will be rated according to the VANDA Concrete Condition Index.

Deliverables:

- Draft and Final Field Investigation Plan (electronic .pdf)
- Traffic control plans for one manhole location (electronic .pdf)
- Health and Safety Plan (electronic .pdf)
- Draft and final Physical Inspection Report (electronic .pdf)

Task 4: Structural Integrity Assessment

Woodard & Curran will assess the structural integrity of the pipeline and maintenance access structures (MAS) based upon the available data collected as part of Task 2, field data obtained as part of Task 3, any data collected as part of the optional task, and the consultant's experience with similar pipe materials in similar operating conditions. Woodard & Curran will estimate the remaining life of the pipeline and MAS before major repair.

Assumptions:

• This task has no deliverables. The results of the work associated with this task will be presented as part of Tasks 5 and 6.

Deliverables:

None.

Task 5: Rehabilitation Alternatives Analysis

Woodard & Curran shall evaluate methods to rehabilitate portions of the pipeline identified as needing rehabilitation as part of Task 4. Each rehabilitation alternative will be evaluated based on a set of weighted criteria, including but not limited to, durability of repair, construction methods, and work area requirements, relative planning level cost, hurdles to implement, regulatory and/or permitting requirements, traffic disruption, and public disruption. Evaluation will result

in a recommended rehabilitation alternative for those sections of the pipeline requiring immediate repair. Woodard & Curran will participate in a meeting with SAWPA staff, submit draft data to SAWPA for review, incorporate SAWPA comments, and submit a final version of the data. Data will be incorporated into the Work Plan. See Task 6.

Assumptions:

- A minimum of three alternatives will be evaluated.
- Evaluation of each alternative will include assessment of: durability of repair, construction methods, and work area requirements, relative planning level cost, hurdles to implement, regulatory and/or permitting requirements, traffic disruption, and public disruption.
- Findings will be presented as:
 - o A table which provides a summary of condition/structural integrity by reach.
 - A table which will include rehabilitation alternatives evaluated based on weighted criterion.
 Criterion will be weighted with input from SAWPA,
 - A map which will define the limits of the work
 - A brief write-up (maximum of 1 page) outlining rehabilitation recommendations which will be used to move forward in developing the Work Plan. See Task 6.

Deliverables:

- Draft and final condition/structural integrity table by pipe reach (electronic .pdf)
- Draft and final rehabilitation alternatives table (electronic .pdf)
- Draft and final work limits map (electronic .pdf)
- Draft and final recommendations write-up (electronic .pdf)

Task 6: Work Plan

Woodard & Curran will summarize data, information, and results in a Work Plan, and shall prepare and submit a work plan outline for review and approval prior to initiating writing of the plan. The detailed Work Plan will include investigation findings, estimated pipeline life, recommended repair method, project schedule and cost estimate. Project schedule will include estimates for the duration of all construction related activities in order to establish the anticipated overall duration not project construction. The work plan will also include discussion regarding the environmental documentation that would be required to construct the project (i.e. Negative Declaration, Mitigated Negative Declaration, etc.). Woodard & Curran will participate in a meeting with SAWPA Staff, submit draft Work Plan to SAWPA for review, incorporate comments from SAWPA, and submit the final document. Woodard & Curran will provide draft and final Work Plan in electronic format.

Assumptions:

- A work plan outline will be developed and submitted to SAWPA for review and comment prior to the start of the actual work plan.
- Work plan shall include findings, pipeline estimated life, recommended repair/rehabilitation method (see Task 5), project schedule, and planning level cost estimate for the preferred alternative.
- Duration of construction activities will be provided for recommended alternative only to establish overall duration of project construction.

Deliverables:

- Draft and Final Work Plan Outline (electronic .pdf)
- Draft and Final Work Plan (electronic .pdf)

Optional Task: CCTV Inspection

Perform CCTV inspection of the Brine Line from six locations as outlined below for a maximum of 6,000 feet of CCTV inspection.

Assumptions:

- The Brine line could only be taken down to the 1.2 MGD flow for one eight-hour day. So, all work outlined below would be completed in one 8-hour day.
- The CCTV sub team would consist of one plugging crew and 3 CCTV inspection crews that would be used simultaneously.
- The 3 inspection crews would be spread out along the alignment and the plugging crew would set up on the first manhole upstream of Reach 4D.
- Based on the estimated storage capacity of the pipe segment upstream of the plug and the reduced flow
 rate of 1.2 MGD, once the upstream segment of pipe is plugged, crews would have approximately 1.25
 hours to complete their first round of inspections before the surcharge would have to be relieved. The crew
 could then reset and plug again for Round 2 of inspections.
- We anticipate each CCTV crew to be able to complete two 1,000-foot inspections in one 8-hour day.
- The fee estimate includes traffic control and the anticipated encroachment permits from the Cities of Chino and Eastvale. This scope does not include procurement of an encroachment permit from Caltrans. It also does not include any pipe cleaning prior to inspection, as we do not expect the brine line to require it.

The manholes to be inspected during each round, including their MH IDs, inspection direction, location and a short justification, are detailed in the Table below. Each inspection is expected to result in approximately 1,000 feet of footage. Therefore, we expect to inspect approximately 6,000 feet of pipe. Note: these locations are suggestions only and can be amended after further investigation.

Crew	MH ID no	Inspection Direction	Location	Justification
Plugging Crew	Pipe Sta: 11+07.62	N/A	Northeast corner of Schleisman Road and Hamner Avenue.	First manhole upstream of the 4D Reach and is the end of a long pipe segment (large storage volume).
Inspection F	Round 1			
CCTV Crew 1	4D-0480	Downstream	Southwest corner of Schleisman Road and Hamner Avenue.	Despite more complex access, the manhole is a project extent and has a branch connection.
CCTV Crew 2	4D-0360	Upstream	Upstream of Cucomonga Channel siphon near Gypsum Creek Dr. and Schleisman Ave intersection	We expect the location near the siphon to be one of the areas with the worst deterioration.
CCTV Crew 3	4D-0160	Downstream	250 feet east of Johnson Ave and Pine Ave. intersection.	This is the upstream manhole of the very steep segment of pipe, where we expect conditions to be the worst.
Inspection F	Round 2			
CCTV Crew 1	4D-0470	Downstream	Riverboat Dr., west of Lancelot Dr.	Manhole condition expected to be one of the best due to it being the upstream most manhole that doesn't have a branch connection. Moderate access.
CCTV Crew 2	4D-0260	Downstream	Pine Ave between W Preserve Loop and Hellman Ave.	Spacing.

Crew	MH ID no	Inspection Direction	Location	Justification
CCTV Crew 3	4D-0010	Upstream	250 feet east of Pomona Rincon Rd and S Euclid Ave intersection.	Project extent and easy access.

There may an opportunity to increase the amount of inspected pipe if additional inspection crews can be made available. Additional traffic control considerations may impact this. This would have to be investigated further prior to moving forward.

Similar to the proposed physical testing of the pipe, if data collected indicates deterioration along the 7-mile alignment is nonlinear, additional inspections may be required.

Tasks	Labor							Outside Services			ODCs	Total	
	Scott	Jen Glynn	Dave Haug	Justin	Glenn	Admin.			V & A	ProPipe			
	Goldman	<u> </u>		Kraetsch	Hermanson	7 (diffiif).				1 Tot Ipo	Sub		
	Principal-In-	Project	Project	Staff	QA/QC			Total Labor	Manhole/		Consultant	Total	Total
	Charge	Manager	Engineer	Engineer	Review		Hours	Costs (1)	Pipe	CCTV	Total Cost	ODCs (3)	Fee
	SCM	SPM	PM2	E2	STPL	# 100	_		Inspection		(2)		
Total Bullet Manager	\$301	\$259	\$244	\$184	\$301	\$108							
Task 1: Project Management		7		40		7	200	ф <i>4</i> 777		I	ΦO	C O	\$4,777
1.1 Project Management 1.2 Stakeholder and Subconsultant Coordination		/	8	12 6		/	26 14	\$4,777 \$3,056			\$0 \$0	\$0 \$0	\$4,777 \$3,056
1.3 Kick-Off/Field Investigation Plan Review Meeting	2	4	4	4			14	\$3,350			\$0	\$330	\$3,680
1.4 Rehabiltation Alternatives Analysis TM Review Meeting	2	2	3	2			9	\$2,220			\$0 \$0	\$330 \$110	\$2,330
1.5 Work Plan Review Meeting	2	2	3	2			9	\$2,220			\$0	\$110	\$2,330
1.6 Commission Meeting	2	<u> </u>	3				6	\$1,638			\$0	\$330	\$1,968
1.7 Weekly Coordination Conference Calls		14		7			21	\$4,914			\$0	\$0	\$4,914
1.8 QC Review (STAR Workshop)	2	2	2	2	2		10	\$2,578			\$0	\$0	\$2,578
Subtotal Task		35	20	35	2	7	109	\$24,753	\$0	\$0	\$0	\$880	\$25,633
Task 2: Data Collection and Review	1.				_		100	42 1,1 00	ų č	Ų	40	4000	+20,000
2.1 Data Collection and Review		4	4	8			16	\$3,484			\$0	\$0	\$3,484
Subtotal Task	2: 0	4	4	8	0	0	16	\$3,484	\$0	\$0	\$0	\$0	\$3,484
Task 3: Field Investigation								, , ,	, ,	,			
3.1 Field Investigation Plan and Schedule													ĺ
3.1.1 Draft Plan and Schedule		2	1	4	1		8	\$1,799			\$0	\$0	\$1,799
3.1.3 Incorporation of SAWPA Comments				2			2	\$368			\$0	\$0	\$368
3.1.4 Final Plan and Schedule Submittal		1	1	2	1		5	\$1,172			\$0	\$0	\$1,172
3.2 Field Investigation Implementation												1	
3.2.1 Field Investigation		2	4	12			18	\$3,702	\$54,539		\$57,266	\$165	\$61,133
3.2.2 Draft and Final Field Report Submittal		8		8	2		18	\$4,146	\$16,326		\$17,142	\$0	\$21,288
Subtotal Task	3: 0	13	6	28	4	0	51	\$11,187	\$70,865	\$0	\$74,408	\$165	\$85,760
Task 4: Structural Integrity Assessment													
4.1 Evaluate Pipeline & MAS Structural Integrity & Remaining Useful Life		8		2	4		14	\$3,644			\$0	\$0	\$3,644
Subtotal Task	4: 0	8	0	2	4	0	14	\$3,644	\$0	\$0	\$0	\$0	\$3,644
Task 5: Rehabilitation Alternatives Analysis										ı			
5.1 Environmental Compliance/Permitting		2		4			6	\$1,254			\$0	\$0	\$1,254
5.2 Rehabilitation Alternatives Analysis		10						* 40. 450			40		040.450
5.2.1 Produce draft tables and maps	1	12	8	32	4		57	\$12,453			\$0	\$0 ***	\$12,453
5.2.2 Produce final tables and maps	5. 1	2	0	4	1	0	7	\$1,555	ФО.	Φ0	\$0	\$0 \$0	\$1,555
Subtotal Task Task 6: Work Plan	5: 1	16	8	40	5	0	70	\$15,262	\$0	\$0	\$0	\$0	\$15,262
6.1 Work Plan Outline													
6.1.1 Draft Work Plan Outline		1		4	1		6	\$1,296			\$0	\$0	\$1,296
6.1.2 Final Work Plan Outline		1		2	1		3	\$627			\$0 \$0	\$0 \$0	\$627
6.2 Work Plan							 	ΨΟΖΙ			ΨΟ	Ψ0	ΨΟΖΙ
6.2.1 Draft Work Plan	2	32	8	50	6		98	\$21,848			\$0	\$0	\$21,848
6.2.2 Draft Cost Estimate		8	4	16	2		30	\$6,594			\$0	\$0	\$6,594
6.2.3 Final Work Plan		12	4	24	4		44	\$9,704			\$0	\$0	\$9,704
6.2.4 Final Cost Estimate		4	2	12	1		19	\$4,033			\$0	\$0	\$4,033
Subtotal Task	6: 2	58	18	108	14	0	200	\$44,102	\$0	\$0	\$0	\$0	\$44,102
Total Fee for Basic Scope of Service		134	56	221	29	7	460	\$102,432	\$70,865	\$0	\$74,408	\$1,045	\$177,885
OPTIONAL Task 7: CCTV Inspection													
7.1 CCTV Inspection		16		32			48	\$10,032		\$36,730	\$38,567	\$165	\$48,764
Subtotal Task	7: 0	16	0	32	0	0	48	\$10,032	\$0	\$36,730	\$38,567	\$165	\$48,764
Optional Tasks TOT		16	0	32	0	0	48	\$10,032	\$0	\$36,730	\$38,567	\$165	\$48,764

^{1.} The individual hourly rates include salary, overhead and profit.

^{2.} Subconsultants will be billed at actual cost plus 5%.

^{3.} Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

^{4.} Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

COMMISSION MEMORANDUM NO. 2018.29

DATE: March 6, 2018

TO: SAWPA Commission

SUBJECT: Contributed Funds Agreement with US Department of Interior Bureau of

Reclamation for the OWOW Plan Update 2018

PREPARED BY: Mike Antos, Senior Watershed Manager

RECOMMENDATION

It is recommended that the SAWPA Commission authorize the General Manager to execute Contributed Funds Agreement No. R18CF35002 with the Bureau of Reclamation for the SAWPA One Water One Watershed Hydroclimate Analysis.

DISCUSSION

The One Water One Watershed Plan Update 2018 program is underway, with ten Pillar workgroups, SAWPA staff and consultants all supporting the update of the OWOW 2.0 Plan. The update process includes new goals, updated data and conditions, and new recommended strategies for the watershed. The goal is an OWOW Plan that encourages and supports sustainable water management within the watershed through 2040. Additionally, the OWOW Plan Update 2018 will be compliant with the California Department of Water Resources 2016 Integrated Regional Water Management Plan Standards.

The climate change related material in OWOW 2.0 Plan must be updated to improve the plan, encourage appropriate management and policy strategies, and comply with new standards. The OWOW 2.0 Plan climate data and strategies were strongly influenced by the Santa Ana River Basin Study, completed by the Bureau of Reclamation in partnership with SAWPA during the OWOW 2.0 Plan effort.

This Contributed Funds Agreement will provide resources to Bureau of Reclamation so they can update the material they provided to OWOW 2.0 Plan, and support work being undertaken by the Climate Risk and Response Pillar in pursuit of 2016 Plan Standards compliance. The scope of work will include a new hydroclimate analysis using Coupled Model Intercomparison Project 5 (CMIP 5) data, a standard experimental protocol for studying the output of coupled atmosphere-ocean general circulation models (AOGCMs). Model updates will facilitate evaluation of the impacts of climate on water supply and demand in the watershed including flood-frequency analysis. The Reclamation Technical Services Center will collaborate with the Southern California Area Office (SCAO) and SAWPA to develop a technical memorandum summarizing the updates in time for the scheduled completion date of the OWOW Plan Update 2018 before the end of the year.

CRITICAL SUCCESS FACTORS

OWOW CSF 5 - A strong reputation and sufficient capacity within SAWPA staff for strategic facilitation, planning, communication, leadership and community engagement.

OWOW CSF 7 - Successful implementation of an integrated regional water resource plan that reflects the watershed management needs of the public and the environment.

CM#2018.29 March 6, 2018 Page 2

RESOURCE IMPACTS

A pre-existing agreement with Bureau of Reclamation retains \$27,496.76 of funds available to support this new agreement. An additional \$40,375.24 will be provided by SAWPA to Bureau of Reclamation from within Fund 373, for a total value of this agreement of \$67,872.00.

Fund 373 contains budgeted consultant support to the OWOW Plan Update 2018 sufficient to support this Agreement with Bureau of Reclamation.

Attachments:

1. Contributed Funds Agreement No. R18CF35002 (SAWPA CFA-USBR dtd02202018.docx)

CONTRIBUTED FUNDS AGREEMENT No. R18CF35002 BETWEEN SANTA ANA WATERSHED PROJECT AUTHORITY and

THE BUREAU OF RECLAMATION, DEPARTMENT OF THE INTERIOR for the

SAWPA ONE WATER ONE WATERSHED HYDROCLIMATE ANALYSIS

- I. This Contributed Funds Agreement (CFA) for the Santa Ana Watershed Project Authority One Water One Watershed Hydroclimate Analysis is entered into by the Santa Ana Watershed Project Authority (hereinafter referred to as SAWPA), and the United States Department of the Interior, Bureau of Reclamation (hereinafter referred to as Reclamation).
- **II. Background and Purpose**. In November of 2010 SAWPA and Reclamation began to collaboratively develop the One Water-One Watershed (OWOW) Plan Update under the Santa Ana Watershed Basin Study (Basin Study). The Basin Study was completed in September 2013 with additional analysis completed in 2017

The purpose of this CFA is to provide funding for Reclamation to assist SAWPA with activities necessary to update the region's hydroclimate analysis using the Coupled Model Intercomparison Project 5 (CMIP 5) data, a standard experimental protocol for studying the output of coupled atmosphere-ocean general circulation models (AOGCMs).

III. Authority. Reclamation's authority for the acceptance of non-federal funds identified in this agreement is through the statutory authority of the Sundry Civil Expenses Appropriations Act for 1922, 41 Stat. 1367, 1404 (43 U.S.C. §395), popularly referred to as the Contributed Funds Act, which provides that: "All moneys [received after March 4, 1921] from any State, municipality, corporation, association, firm, City, or individual for investigations, surveys, construction work, or any other development work incident thereto, involving operations similar to those provided for the reclamation law shall be covered into the reclamation fund and shall be available for expenditure for the purposes for which contributed in like manner as if said sums had been specifically appropriated for said purposes."

IV. Scope of Work or Services.

Reclamation shall furnish specialized services to update the region's hydroclimate analysis using the CMIP5 data and hydrologic modeling performed as part of SAWPA's OWOW effort. Updated modeling and results will be peer reviewed for technical accuracy. Model updates will facilitate evaluation of the impacts of climate on water supply and demand in the watershed including flood-frequency analysis. The Reclamation Technical Services Center will collaborate with the Southern California Area Office (SCAO) and SAWPA to develop a draft technical

memorandum summarizing the updates. SCAO will provide project management oversight.

SAWPA shall pay for these services in the manner described below, not to exceed Sixty seven thousand eight hundred seventy two dollars (\$67,872.00).

- 1. Under CFA R16CF35040 between SAWPA and Reclamation there is \$27,496.76 of remaining funds. SAWPA authorizes Reclamation to utilize these funds for this effort. Reclamation will take the appropriate actions to ensure the CFA R16CF35040, which expired December 21, 2017 is closed and funds moved to CFA R18CF350002.
- 2. Reclamation will request additional funds by invoice in the amount of \$40,375.24 from SAWPA to perform the tasks identified in the Scope of Work section of this CFA. Of the \$40,375.24, funds in the amount of \$7200 will be made available for Reclamation (SCAO)staff participation.
- **A. Funding**. The estimated total cost for the work to be performed under this CFA is \$67,872.00. This amount may be increased by modification as identified in section C.
- B. **Period of Performance.** This CFA shall remain in full force and effect for a period commencing from the date executed by SAWPA and Reclamation, but not exceeding September 1, 2019. This date may be extended by written modification by both parties.
- C. **Modification and Termination.** This CFA may be modified or terminated, in writing, by mutual agreement of SAWPA and Reclamation.
- D. **Indemnification.** Each party shall indemnify, defend, and hold harmless each other party, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each party arising from or related to this CFA; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of such Code), each of the parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the

above-stated purpose, each party agrees to indemnify, defend, and hold harmless each other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

E. Contacts.

Mr. John E. Simes, Jr. (Jack)
Acting Area Manager - Bureau of Reclamation
Southern California Area Office
27708 Jefferson Avenue, Suite 202
Temecula, CA 92590
(951) 695-5310

Mr. Richard E. Haller General Manager Santa Ana Watershed Project Authority 11615 Sterling Ave Riverside, CA 92503 951-354-4220

F. Signature Parties.

IN WITNESS WHEREOF, the Parties have executed this CFA on the date and the year written below.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION LC REGION

LC REGION	
By:	
John E. Simes, Jr. (Jack)	
Acting Area Manager	
Date:	
SANTA ANA WATERSHED PROJECT AUTHORI	Γ
By:	
Richard E. Haller	
General Manager	
Date:	

Encl – 1: Technical Services Center Scope of Work

Technical Services Center (TSC) Scope of Work

Task 1. Project Initiation: Development of clear definition of project goals and deliverables and coordination with SAWPA. Possible initial site visits and in-person meeting with SAWPA and stakeholders. Conference calls and/or in-person meetings for SAWPA and local Reclamation staff to share information.

Task 2. Hydroclimate Analysis: Research and review literature related to studies conducted for synergistic SAWPA OWOW efforts. Research and review literature related to project goals to support water supply, demand and flood frequency analysis. These analyses will broadly follow the methodologies used for the Santa Ana Watershed basin study. Effort will be made to spatially prioritize our climate vulnerabilities. The analyses will aim to prioritize where in the watershed the vulnerabilities are likely to be most acute. Examples of vulnerabilities with spatial component include wildfires, sea-level rise, extreme heat days and water demand.

Task 3. Documentation: Documentation to include compilation of data and preparation of a technical memorandum documenting the hydroclimate analysis (Task 2).

Risk Management:

Portions of the project scope is evolving, and SAWPA has requested to spatially prioritize the analysis. The approaches to do this analysis is not well defined, and may not be feasible for selected decision variables of the watershed. Such detail analysis can lead to scope creep and the Technical Services Center Staff will have to manage expectations to the extent what can be realistically accomplished within the available resources and practicability of the Project.

TSC Project Closeout:

Documentation of data compilation and hydroclimate analysis.

Encl 1 – Technical Services Center Scope of Work

COMMISSION MEMORANDUM NO. 2018.30

DATE: March 6, 2018

TO: SAWPA Commission

SUBJECT: Positions on AB 2003 (Daly) and AB 2050 (Caballero)

PREPARED BY: Larry McKenney, Executive Counsel

RECOMMENDATION

That the Commission adopt "support" positions on AB 2003 and AB 2050 and authorize the general manager to send appropriate support letters.

DISCUSSION

AB 2003 (Daly) would amend the Public Contracts Code provisions specifically addressing county sanitation districts. The bill would replace the standard requirement for publishing bidding information for construction projects in a newspaper of general circulation with the option for the agency's board to adopt more modern and effective methods of publishing bidding information, including the use of the internet. Reliance on newspaper publication is cumbersome and has become less effective compared to other available communication methods.

This bill would not affect SAWPA, as it would only apply to county sanitation districts, but it would apply to the Orange County Sanitation District. OCSD is, in fact, sponsoring the bill. Both because of SAWPA's commitment to innovative uses of information technology and SAWPA's interest in supporting the interests of a partner agency, staff recommends a "support" position on AB2003.

AB2050 (Caballero) is legislation developed by Eastern Municipal Water District and sponsored by EMWD and the California Municipal Utilities Association. The bill would authorize the formation of a new type of regional water authority to consolidate administration and operations of chronically non-compliant water systems on a regional basis. This would provide a tool to address the problem of the lack of technical, managerial, and financial capacity of these small systems to meet the requirements of California's Human Right to Water.

The bill's concept is based on EMWD's experience in addressing a number of small, non-compliant water systems, often serving disadvantaged communities. There are hundreds of such systems throughout California, and recent bond measures and current legislative proposals seek to provide significant funding to address the problem. This bill, the language of which is still evolving, would help address the concern that providing money for the problem cannot be successful without first somehow addressing the governance and technical and managerial capacity issues. SAWPA is striving, with its member agencies, to demonstrate leadership in addressing disadvantaged community needs. Staff recommends a "support position" on AB2050.

CRITICAL SUCCESS FACTORS

None identified for this function.

CM#2018.30 March 6, 2018 Page 2

RESOURCE IMPACTS

None

Attachments:

- 1. Fact sheet for AB2003
- 2. Fact sheet for AB2050



Tom Daly 69th Assembly District

AB 2003 Sanitation Districts: Public Contracting

Fact Sheet

<u>Summary</u>: This will provide sanitation districts with greater flexibility in informing contractors about public construction opportunities. The bill expands the allowable public notification methods for construction bids, to include internet websites, radio, television or other media as bid advertising platforms.

Background: Existing law requires sanitation districts with construction projects costing more than \$35,000 to advertise, at least twice, in a newspaper of general circulation. If a newspaper of general circulation does not exist in its respective area, a sanitation district is required to post the advertisement in at least three public places.

The law requiring publication in a newspaper of general circulation was enacted in 1994. Today, however, advertisements in newspapers may not always be the most effective method for notifying contractors about public construction projects. Other options include online bid advertising platforms such as PlanetBids or BidSync.

Sanitation districts are seeking to expand their outreach efforts with innovative and potentially more cost-effective methods to provide notice to potential bidders.

Problem: Throughout the last 30 years, there have been significant advances in technology that have improved both the efficiency and effectiveness of sanitation district operations. Current law pertaining to bid notification prevents districts from utilizing potentially more cost-effective methods for securing bids and thus protecting taxpayer dollars.

Solution: AB 2003 will give sanitation districts greater flexibility to choose the appropriate notification platform and create a more efficient and effective bid construction process. This bill will also maintain transparency for public construction bid opportunities.

Support:

Orange County Sanitation District

Opposition:

For More Information:

David W. Miller – (916) 319-2069 david.miller@asm.ca.gov





AB 2050 (Caballero)

The Small System Water Authority Act of 2018

A Solution to Providing Safe Drinking Water to Communities Served by Chronically Non-Compliant Systems

Background

In 2012, Governor Jerry Brown signed into law Assembly Bill 685 (Eng), establishing the Human Right to Water and declaring that it is the policy of the state that every Californian has a human right to safe, clean, affordable, and accessible drinking water.

Water Accessibility and Safety Concerns in California

Nearly 800,000 people in California lack access to safe and reliable drinking water on a daily basis. The State Water Resources Control Board (State Board) has identified 329 (as of November 2017) systems statewide that chronically serve

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contaminated drinking water or cannot provide reliable water service due to unsound infrastructure or because they lack the

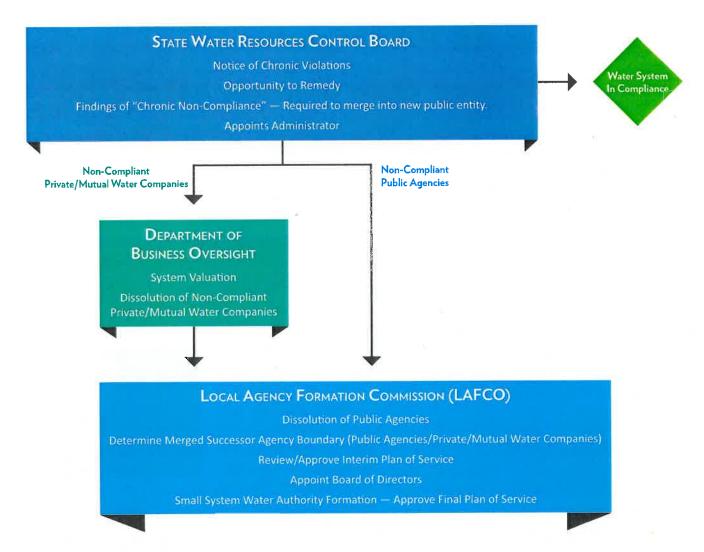


local financial, managerial, and technical resources to do so. The vast majority of these systems are small, rural systems that typically serve less than 10,000 people. A sustainable solution is necessary to address this drastic health and safety crisis.

To date, laws have been passed that address various elements of the water accessibility issue including voluntary and forced consolidations, supplying resources and technical support, and limiting the development of new unsustainable water systems. While these efforts have created a portfolio of options to address this critical issue of water accessibility in California, immediate and lasting changes to the governance structure of chronically non-compliant small systems are still needed to protect public health and safety.

The Small System Water Authority Act of 2018

AB 2050 would create the Small System Water Authority Act of 2018, providing yet another valuable tool to prevent chronically non-compliant water systems from serving contaminated water to Californians. AB 2050 proposes to merge non-compliant water systems into a larger and more robust public water system that can take advantage of improved economies of scale, streamlined managerial functions and enhanced financial capacity.



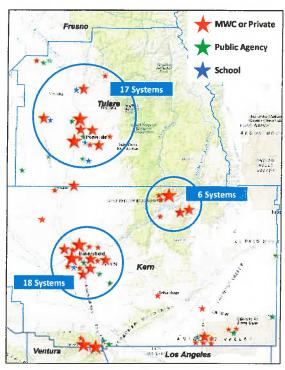
This bill authorizes the State Board to notify chronically non-compliant systems that they are in violation of public health and safety. Each system is then provided with an opportunity to develop a compliance plan within a given time period. If a system is unable to develop an approved plan, the State Board will then notify the county local agency formation commission (LAFCO) that it has determined the chronically non-compliant system needs to be dissolved and consolidated into an authority. Private and mutual water companies will be dissolved through the Department of Business Oversight and will receive compensation through a distressed business valuation process, if there is remaining value on the system. At this time any existing water systems also will have an opportunity to voluntarily consolidate with a new authority.

The State Board will appoint an Administrator by county in regions that have five or more chronically non-compliant systems or where multiple systems serve a population of 10,000 or more. In regions that have less than five systems, existing consolidation recommendations may be a more appropriate course of action. The LAFCO will then form the new Small System Water Authority (Authority), which will have the unique powers to absorb, improve, and

consolidate currently non-compliant public water systems with either contiguous or noncontiguous boundaries. Each Authority will be required to submit an Interim Plan of Service to the State Board. The Administrator will identify and hire critical staff and will ultimately complete a Final Plan of Service that will be approved, through a local public hearing process, at the LAFCO.

The new system will be formed as an independent special district, provided with new internal and external financing opportunities, increased transparency including an elected Board of Directors, and the system will be scaled to a size to develop, coordinate, or contract through regional agreements, the necessary infrastructure to treat contamination issues. This in turn will lead to more sustainable water systems that can effectively deliver safe and affordable drinking water to its residents.

SAMPLE Grouping of Non-Compliant Systems For demonstration purposes only.



Larger stars denote proportionately larger populations of small systems noted as "Out of Compliance" in State Water Board Database.

For more information regarding the Small System Water Authority Act of 2018

OFFICE OF ASSEMBLY MEMBER ANNA M. CABALLERO

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RON DAVIS ADVOCACY

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CALIFORNIA MUNICIPAL UTILITIES ASSOCIATION

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