

## **SECTION I. REQUESTS FOR PROPOSALS (RFP)**

The Santa Ana Watershed Project Authority (SAWPA) will receive proposals until **April 15, 2021 at 2:00 p.m.** Proposals must be received by SAWPA by the date and time herein above set forth. Deliver (prior appointment required) or mail proposals to 11615 Sterling Avenue, Riverside, California 92503. SAWPA is not responsible for any postal carrier delays. Due to COVID-19 precautions, proposals can also be e-mailed in PDF format to [cquintero@sawpa.org](mailto:cquintero@sawpa.org).

### **REQUEST FOR PROPOSAL BRINE LINE ON-CALL LINE DRAINING AND EMERGENCY CLEAN-UP SERVICES 2021**

The Santa Ana Watershed Project Authority (SAWPA) is seeking proposals from qualified contractors to provide on-call services for line draining and emergency clean-up for the Inland Empire Brine Line (Brine Line), a regional brine sewer serving portions of Riverside and San Bernardino counties.

The purpose of this Request for Proposal (RFP) is to provide SAWPA with the ability to obtain assistance within a short response time during emergencies as a result of any Sanitary Sewer Overflows (SSOs) and also to assist during routine operation and maintenance of the system which may require draining segments of the Brine Line.

No pre-proposal meeting will be held. Written questions shall be addressed to Carlos Quintero via e-mail ([cquintero@sawpa.org](mailto:cquintero@sawpa.org)) no later than 5:00 p.m. on April 8, 2021.

#### **ATTENTION OFFERORS**

In addition to the above RFP, this package includes the following. If any items are missing from your proposal package, please contact SAWPA at (951) 354-4220.

General Provisions  
Contract Provisions  
Proposal Format and Content  
Evaluation Procedures  
Evaluation Criteria  
Attachment A: \*Cost Proposal Form  
Attachment B: \*Non-Collusion Affidavit  
Attachment C: \*Acknowledgement of Insurance Requirements  
Attachment D: General Services Agreement (GSA) with Task Order Terms and Conditions  
Attachment E: Scope of Services

\*These pages must be submitted and sealed under separate cover.

Please note new Department of Industrial Relations requirements regarding the Public Works Contractor Registration Program:

<http://www.dir.ca.gov/public-works/PublicWorksSB854.html>

## SECTION II. GENERAL PROVISIONS

The following general proposal provisions, contract provisions, proposal format and content, evaluation procedures, evaluation criteria, all attachments, General Services Agreement Terms and Conditions (Attachment D), scope of services (Attachment E) including appendices provided herein shall apply to all proposals.

**A. Request for Proposal, Forms, and Certificates.** All forms and certificates shall be completed in full with all blank spaces properly filled in using ink or typewriter. The Cost Proposal Form shall be properly executed by a duly authorized agent of the firm or company. Facsimile (FAX) transmission of proposals will not be accepted. The following items 1-6 listed below shall be included within the submitted package:

1. Letter of Offer (Section IV)
2. Technical Proposal (Section IV)

Items 3-6 listed below shall be submitted and sealed in a separate envelope within the submittal package:

3. Cost Proposal Form (Attachment A)
4. Non-Collusion Affidavit (Attachment B)
5. Acknowledgement of Insurance Requirements (Attachment C)
6. Acknowledgement of all Addendum Confirmation Forms, if applicable

**B. Proposal Validity.** Proposals submitted hereunder shall be valid for a period of not less than 90 calendar days from the date of submittal.

**C. Disqualification of Proposals.** More than one proposal from any person, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any Offeror is interested in more than one proposal will be cause for rejecting all proposals by that Offeror in which such Offeror is interested. Apparent collusion among the Offerors will likewise be sufficient cause for rejecting any or all proposals, and the participants in such collusion may be eliminated from future proposing. The enclosed Non-Collusion Affidavit must be executed and submitted with the proposal (Attachment B).

Proposals in which the prices obviously are unbalanced may be rejected. The wording of the proposals shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Offeror will render the proposal irregular and may cause its rejection. Erasures or interlineation in the proposal must be explained and initiated by the Offeror. SAWPA reserves the right to reject any and all proposals, extend deadlines, and enter into negotiations with any Offeror.

**D. Receipt of Proposals.** Three (3) hard copies of the proposal plus one (1) original proposal must be received in a sealed package at SAWPA's lobby by the time and date called for. In addition, SAWPA requires one (1) electronic copy of the proposal in PDF format. All proposal packages must have the specification number clearly marked on the outside of the envelope. Due to COVID-19 precautions, proposals can also be e-mailed in PDF format to [cquintero@sawpa.org](mailto:cquintero@sawpa.org).

Any proposal(s) received after the time and date stipulated will be disqualified and returned to the Offeror(s), showing time and date received at SAWPA. The official time is as indicated at the SAWPA reception desk.

**E. Addenda.** Any SAWPA change to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Contract. SAWPA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors are not entitled to rely on any oral representations made by SAWPA or its employees and agents.

**F. Clarifications.** Should an Offeror require clarification of this RFP, the Offeror shall notify SAWPA in writing in accordance with Section G below. Should it be found that the point in question is not clearly and fully set forth, SAWPA will issue a written addendum clarifying the matter which will be sent to all persons who have requested the RFP.

**G. Inquiries.** Prospective Offerors are required to put all RFP questions, clarifications or comments via e-mail to Carlos Quintero at [cquintero@sawpa.org](mailto:cquintero@sawpa.org). Questions, clarifications or comments must be received no later than April 8, 2021 at 5:00 pm. The Offerors must verify that SAWPA received the e-mail transmission.

### SECTION III. CONTRACT PROVISIONS

**A. Contract.** SAWPA will require the Offeror to whom the contract is awarded ("Awarded Service Provider") to enter into a General Services Agreement and a Task Order binding all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. **The General Services Agreement will be valid from July 1, 2021 through June 30, 2023, with an option for a one-year extension (through June 30, 2024).**

**B. Assignment of Contract.** This contract shall not be assigned by Service Provider without prior written authorization from SAWPA.

**C. Award.** SAWPA may negotiate contract terms with the tentatively selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to SAWPA.

SAWPA reserves the right to award its total requirements to one (1) Offeror or to apportion those requirements among several Offerors as SAWPA may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror. SAWPA reserves the right to award the contract to the Offeror it believes, in its sole discretion, is the most qualified, and may not award the contract to the apparent lowest Offeror.

**D. No Commitment to Award.** This RFP is not an offer. Issuance of this RFP and receipt of proposals does not commit SAWPA to award a contract. SAWPA expressly reserves the right to postpone the proposal opening, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Offeror concurrently, or to cancel all or part of this RFP.

**E. Contract Term.** The services provided under this Contract shall be completed as outlined in the Scope of Work.

**F. Governing Law.** The Contract with the Awarded Service Provider shall be governed by the laws of the State of California.

**G. Termination.** SAWPA reserves the right to terminate the Contract, in whole or in part, without cause, at any time, by written notice to Awarded Service Provider. Such notice of termination shall release SAWPA from any further liability, fee, cost or claim by the Awarded Service Provider other than for work performed to the date of termination. Upon receipt of a termination notice, the Awarded Service Provider shall immediately discontinue all work under the Contract (unless the notice directs otherwise). SAWPA shall thereafter, within thirty (30) days of receipt of a valid invoice, pay the Awarded Service Provider for unpaid work performed to the date of termination.

**H. Payment and Invoicing.** Upon approval by an authorized SAWPA employee, SAWPA will pay, within 30 days after receipt of valid, itemized invoices, submitted in duplicate, in a form acceptable to SAWPA to enable audit of the charges thereon. All such invoices shall be mailed to SAWPA, 11615 Sterling Avenue, Riverside, California 92503, attention Accounts Payable.

**I. Pre-contractual Expenses.** Pre-contractual expenses are defined as any expenses incurred by the Offeror including, without limitation, the following: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to SAWPA; 3) negotiating with SAWPA any related matter related to this RFP, including a possible contract; 4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. SAWPA will not, under any circumstance, be liable for any pre-contractual expenses incurred by Offerors, and Offerors shall not include any such expenses as part of their proposals. The subsequent discovery by SAWPA of evidence such that expenses have been included in the Offer of the Awarded Service Provider will

be considered a material breach of the Contract by that Provider resulting in a deductive Change Order in favor of SAWPA and termination of the Contract.

**J. Work Hours.** The work required by this proposal package may include normal business hours, evenings, nights and weekends. **The Awarded Service Provider shall provide SAWPA with all required premiums and/or overtime work at no charge beyond the price provided in the Awarded Service Provider's proposal. SAWPA WILL NOT PAY FOR TRAVEL AND/OR STAND-BY TIME.**

**K. Damage to SAWPA Property.** Any SAWPA property damaged by the Awarded Service Provider, or its employees, agents or subcontractors, shall be repaired or replaced by the Awarded Service Provider at no cost to SAWPA.

**L. Prevailing Wage Law.** SAWPA is subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code, Sections 1770, 1773, and 1773.1. Awarded Service Provider shall not pay less than the prevailing wage.

**M. South Coast Air Quality Management District's (SCAQMD) Requirements.** It is the Awarded Service Provider's responsibility that all equipment furnished and installed is in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All contract work practices, which may have associated emissions such as sandblasting, open field spray painting or demolition of asbestos containing components or structures, shall comply with the appropriate rules and regulations of the SCAQMD.

**N. Year 2000 Warranty.** Awarded Service Provider warrants that all functionality described in product user's manual has been tested to work for usage and data dates between January 1, 1900 and January 1, 2100. Should it be determined that the product would stop or otherwise fail for dates in this range, then Awarded Service Provider shall provide at no additional cost to SAWPA a repair, upgrade or replacement in a timely fashion. If such repair or upgrade is not acceptable to SAWPA, then at the sole discretion of SAWPA, product may be returned to Awarded Service Provider for a full refund. This warranty shall be valid until the later of December 31, 2017 and 18 months after the first date of installation whichever is later.

**O. Insurance.** Offerors must meet all insurance requirements as outlined in Attachment C, the "Acknowledgement of Insurance Requirements and Certification of Ability to Provide Coverages Specified" affidavit, which must be executed and submitted with the proposal. Certificate of Insurance shall only be completed by the Awarded Service Provider, and SAWPA shall be an additional insured on Awarded Service Provider's comprehensive liability insurance coverages, with the right of subrogation waived as to SAWPA.

**P. Drug Free Workplace.** Awarded Service Provider's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

**Q. Safety.** Awarded Service Provider agrees to conform to, and comply with all applicable Federal and State Occupational Safety and Health Act (OSHA) regulations. Awarded Service Provider assumes complete responsibility for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA from any claims, damages, fines, penalties or attorney's fees and costs arising from any injuries or damages or claims relating to the Contract or services provided there under or related thereto.

**R. Right to Review Services, Facilities, and Records.** SAWPA reserves the right to review any portion of the services performed by the Awarded Service Provider under this Contract, and the Awarded Service Provider agrees to cooperate to the fullest extent possible. The Awarded Service Provider shall furnish to SAWPA such reports, statistical data, and other information pertaining to the Awarded Service Provider's services as may be reasonably required by SAWPA. The right of SAWPA to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by the Awarded Service Provider shall not relieve the Awarded Service Provider of any obligation set forth in this Contract.

**S. Permits, Ordinances and Regulations.** Any and all fees required by State, County, local laws, regulations and/or tariffs that pertain to work performed under the terms of this Contract shall be paid by the Awarded Service Provider.

**T. Independent Contractor.** The Awarded Service Provider, and its employees, agents and subcontractors, in performing the related Contract operate as **independent contractors** and not as employees or agents of SAWPA.

#### **SECTION IV. PROPOSAL FORMAT AND CONTENT**

**A. Presentation.** Proposals shall be typed, double spaced, and submitted on 8 ½" x 11" size paper, using a single method of fastening. Please do not include any unnecessarily elaborate or promotional material.

For ease of review, the data submitted shall be organized in a logical manner consistent with the Scope of Services described in Attachment E. Non-compliance with this format may be deemed as non-responsive and cause for proposal rejection.

**B. Letter of offer.** A Letter of Offer shall be addressed to SAWPA and shall, at a minimum contain the following:

1. Identification of Offeror, including name, qualifying licenses or certifications or registrations, address and telephone number.

2. Proposed working relationship between Offeror and subcontractors, if applicable.
3. Name, title, address and telephone number of contact person during period of proposal evaluation.
4. A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
5. Signature of a person authorized to bind Offeror to the terms of the proposal.

**C. Technical Proposal.**

1. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing line draining activities; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; capability to provide immediate response; and supportive client references.

Offerors shall:

- a. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- b. Explicitly indicate if equipment can be provided immediately during emergency situations, and indicate any conditions that might result in a premium charge for said services. The Contractors shall also indicate any limitations of their equipment.
- c. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- d. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP.
- e. Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- f. Provide as a minimum three (3) Southern California references for the projects cited as related and comparable experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

- g. Describe equipment and tools to be used including safety and traffic control.
- h. Provide proof of compliance regarding SB 198 CAL-OSHA.
- i. Provide Title 8, Section 5157 and employee training logs.

2. Proposed Staffing and Project Organization

Offerors shall:

- a. Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of SAWPA.

3. Work Plan

Offerors shall provide a narrative that addresses the Scope of Work and shows Offerors’ understanding of SAWPA’s needs and requirements. Offerors shall:

- a. Describe the approach to completing the tasks specified in the Scope of Work.
- b. Identify methods that Offerors will use to ensure quality control as well as budget and schedule control for the project.

Offerors may also propose procedural or technical enhancements/innovations to the Scope of Work which do not materially deviate from the objectives or required content of the project.

4. Exceptions/Deviations

Exceptions/deviations are strongly discouraged. If the Offeror feels an exception/deviation is required, then Offerors shall state any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where Offerors wish to propose alternative approaches to meeting SAWPA’s technical or contractual requirements, these should be thoroughly explained.

**D. Appendices.**

Information considered by Offerors to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.



## **SECTION V. EVALUATION PROCEDURES**

An Evaluation Committee comprised of SAWPA staff and/or member agency staff, in accordance with the criteria listed below, will evaluate all proposals received as specified. The evaluators in applying the major criteria to the proposals may consider additional sub-criteria beyond those listed.

The final selection of an Awarded Service Provider to perform this service will be the Offeror, which in SAWPA's opinion, is the most qualified, responsive and responsible, and meets SAWPA's requirements in providing this service and is in SAWPA's best interest. SAWPA maintains the sole and exclusive right to evaluate the merits of the proposals received. SAWPA reserves the right to award the Contract to an Offeror that meets the above criteria even if such Offeror is not the apparent lowest bidder.

## **SECTION VI. EVALUATION CRITERIA**

SAWPA will evaluate the Offers received based on the following criteria (in no particular order) including, but not limited to:

1. Qualifications of the Offeror

Technical experience in performing work of a closely similar nature; experience working with public agencies; assessment by Offeror's references; knowledge of applicable laws and regulations.

2. Staffing and Project Organization

Qualifications of Offeror's staff; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. Cost and Price

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of quoted amounts; reasonableness of individual task budgets.

4. Completeness of Response

Completeness and responsiveness of the Offer in accordance with RFP instructions; exceptions to or deviations from RFP requirements which SAWPA cannot or will not accommodate; other relevant factors not considered elsewhere. Any errors, omissions, insertions or other irregularities in an Offer may be grounds for rejections of such an offer as determined in the sole discretion of SAWPA, no matter how minor, insignificant or immaterial such irregularity may appear to be.

**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-2021**

**Due Date and Time for Proposal Submittal: April 15, 2021 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, 2023.

DESCRIPTION	QTY <sup>(i)</sup>	UNIT	UNIT COST	TOTAL
<b>Line Draining (scheduled O&amp;M activities; 5-day response time required)</b>				
Furnish tanker truck(s) with a minimum capacity of 5,000 gallons, including at a minimum 3- and 4-inch hoses and all required fittings, and operator	100	Tanker truck-Hour		
<b>Line Draining (unplanned O&amp;M activities; 1-day response time required)</b>				
Furnish tanker truck(s) with a minimum capacity of 5,000 gallons, including at a minimum 3- and 4-inch hoses and all required fittings, and operator	40	Tanker truck-Hour		
<b>Emergency Clean-Up Services: immediate response required (4 hours; unless otherwise noted)</b>				
Furnish tanker truck(s) with a minimum capacity of 5,000 gallons, including at a minimum 3- and 4-inch hoses and all required fittings, and operator <b>within two (2) hours of notification from SAWPA.</b>	40	Tanker truck-Hour		
Furnish the following equipment for emergency clean-up and to backfill removed soil with imported material:				
Front-end loader (min 3 cy bucket size)	30	Hours		
Front-end loader (min 3 cy bucket size) [STAND-BY]	10	Hours		
Backhoe (min ½ cy bucket size)	30	Hours		

On-Call Line Draining and Emergency Clean-up Services

Backhoe (min ½ cy bucket size) [STAND-BY]	10	Hours		
Skid steer (Bobcat S100 or equivalent w/ standard 50" bucket)	30	Hours		
Skid steer (Bobcat S100 or equivalent w/ standard 50" bucket) [STAND- BY]	10	Hours		
Dump truck (min 10 cy) <sup>(ii)</sup>	30	Hours		
Dump truck (min 10 cy) [STAND- BY] <sup>(ii)</sup>	10	Hours		
Roll-off bins (min 15 cy) <sup>(ii)</sup>	10	Units		
Roll-off bins (min 15 cy) [STAND- BY] <sup>(ii)</sup>	20	Hours		
Roll-off bin truck	30	Hours		
Roll-off bin truck [STAND-BY]	10	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 size)	4	L.S.		
Backhoe (min ½ cy bucket size)	4	L.S.		
Skid steer (Bobcat S100 or equivalent w/ standard 50" bucket)	4	L.S.		
Dump truck (min 10 cy) <sup>(ii)</sup>	4	L.S.		
Roll-off bin truck	4	L.S.		
Labor and materials related to spill containment: <sup>(iii)</sup>				
Crew of 2 (certified operators for provided heavy equipment)	40	Hour		
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		
<b>Traffic Control</b>				
Set-up/remove traffic control for areas with heavy traffic (complete lane shutdown, minimum of 2 flagmen, cones, barricades, light boards, etc.)	2	L.S.		
Maintain traffic control for areas with heavy traffic (complete lane shutdown, minimum of 2 flagmen, cones, barricades, light boards, etc.)	5	Day		
Set-up/remove traffic control for areas	2	L.S.		

On-Call Line Draining and Emergency Clean-up Services

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

- (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 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 (Printed or Typed)	
_____ City, State, Zip Code	_____ E-mail address	
_____ Telephone	_____ Fax	
_____ California License No.	_____ Expiration Date	



**ATTACHMENT C**  
**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

Insurance Requirement Summary

The CONTRACTOR shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the OWNER, nor shall the CONTRACTOR allow any subcontractor to commence work on a subcontract until all insurance required for the Subcontractor has been obtained.

OWNER reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the SERVICE PROVIDER shall meet the following requirements:

Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. Contractor agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Contractor assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Task Order. Contractor shall procure and maintain for the duration of this Task Order insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Contractor, its employees, agents, subcontractors or representatives, as follows:

Contractor shall procure and maintain for the duration of this Agreement and all Task Orders issued hereunder insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.

**Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9

(non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

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

**Builders Risk (Course of Construction) Insurance** - covering all risks of loss for the completed value of the project with no co-insurance penalty provisions. SAWPA shall be named as a loss payee.

**Contractor's Pollution Liability Insurance** to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Contractor. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.

**Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for SAWPA; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by SAWPA, its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

**Verification of Coverage** – Contractor shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that SAWPA, its directors, officers, employees and authorized are additional insureds on Commercial General Liability Coverage.



ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND  
CERTIFICATION OF ABILITY TO PROVIDE COVERAGE SPECIFIED

**(To be filled out by Insurance Agent, Carrier, Provider)**

I, \_\_\_\_\_, the \_\_\_\_\_ of  
(President, Manager, Owner)

\_\_\_\_\_  
(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that \_\_\_\_\_ (Name of Insurance Provider) is  
able to provide the coverage, as specified.

\_\_\_\_\_  
Signature of President, Manager, Owner

\_\_\_\_\_  
Date



**SANTA ANA WATERSHED PROJECT AUTHORITY**  
**GENERAL SERVICES AGREEMENT FOR SERVICE BY CONTRACTOR**

This Agreement is made this \_\_\_ day of \_\_\_, 20\_\_\_ by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Ave., Riverside, California, 92503 and \_\_\_\_\_ ("Contractor") whose address is \_\_\_\_\_.

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

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, SAWPA and Contractor 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, 20\_\_**, unless extended or sooner terminated as provided for herein.

**ARTICLE II**

**SERVICES TO BE PERFORMED**

**2.01** Contractor agrees to provide such 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 Contractor, the amount of compensation to be paid, the expected time of completion and, if applicable, the requirements for a payment bond and/or performance bond.

**2.02** Contractor may at Contractor's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and other contractors as the Contractor deems necessary to perform each assignment; provided that Contractor 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 Contractor, SAWPA agrees to pay Contractor 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 Contractor to its clients.

**3.03** Contractor shall not be compensated for any services rendered 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 Contractor 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. Upon approval by an authorized SAWPA employee, SAWPA will pay within 30 days after receipt of a valid invoice from Contractor.

#### **ARTICLE IV**

#### **CONTRACTOR OBLIGATIONS**

**4.01** Contractor agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Task Order. Contractor shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Task Order, unless indicated in writing by SAWPA. Contractor represents and warrants that it now possesses, and at all times during performance of the work will possess, a Class \_\_ contractor's license, which Contractor warrants is the classification of contractor's license required by law to enable the Contractor to perform the work contemplated under this Agreement. Contractor further represents and warrants that it now possesses California License No. \_\_\_\_\_, expiration date of \_\_\_\_\_, 20\_\_, and is registered as a public works contractor with the Department of Industrial Relations.

**4.02** Except as otherwise provided for in each Task Order, Contractor will supply all personnel and equipment required to perform the assigned services. The Contractor shall supervise and direct the work to be completed hereunder competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with this Agreement. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in completing its work.

**4.03** Contractor shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by SAWPA. In the performance of this Agreement and all Task Orders hereunder, the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. Contractor assumes complete responsibility and liability for the conditions of the job site and safety of its employees, agents and subcontractors, and shall indemnify and hold harmless SAWPA from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement and all Task Orders performed hereunder. Safety precautions as applicable shall include, but not be limited to, adequate life protection and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accident or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

**4.04** Contractor shall procure and maintain for the duration of this Agreement and all Task Orders issued hereunder insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**4.04(a) Coverage** - Coverage shall be at least as broad as the following:

- 1. Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars

(\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to SAWPA) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builders Risk (Course of Construction) Insurance** - covering all risks of loss for the completed value of the project with no co-insurance penalty provisions. SAWPA shall be named as a loss payee.
5. **Contractor's Pollution Liability Insurance** to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Contractor. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.

**4.04(b) Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for SAWPA; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.

**4.04(c)** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.

**4.04(d) Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** SAWPA, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to SAWPA, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by SAWPA, its directors, officers, employees and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

**4.04(e) Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to SAWPA.

**4.04(f) Self-Insured Retentions** - Self-insured retentions must be declared to and approved by SAWPA. SAWPA may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SAWPA.

**4.04(g) Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by SAWPA.

**4.04(h) Verification of Coverage** – Contractor shall furnish SAWPA with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by SAWPA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. SAWPA reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**4.04(i) Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that SAWPA, its directors, officers, employees and authorized are additional insureds on Commercial General Liability Coverage.

**4.05** Contractor 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 Contractor. To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify SAWPA, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement and all Task Orders issued hereunder; excluding, however, such liability, claims, losses, damages or expenses arising from SAWPA's sole negligence or willful acts.

**4.06** In the event that SAWPA requests that specific employees or agents of Contractor supervise or otherwise perform the services specified in each Task Order, Contractor shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services.

**4.07** In the event Contractor 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. Contractor 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, Contractor shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

**4.08** Contractor shall comply with all local, State and Federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages. In accordance with Labor Code Section 1775, the Contractor shall forfeit as a penalty to SAWPA such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Agreement by them or by any subcontractor under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

**4.09** Contractor shall maintain an accurate payroll record showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each employee in accordance with Labor Code Section 1776, and to ensure that each subcontractor also complies with all provisions of Labor Code Section 1776 and this requirement. Contractor shall furnish a copy of all payroll records, upon request, to employees or their authorized agents, to SAWPA, to the Division of Labor Standards Enforcement, and to the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor shall also furnish a copy of payroll records to the general public upon request, provided the public request is made through SAWPA, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department

of Industrial Relations. Failure of the Contractor to comply with any provision of this article or Labor Code Section 1776 within ten days of the date a written request for compliance is received shall result in a forfeiture of the maximum statutory amount per calendar day or portion thereof, for each worker, until strict compliance is obtained.

**4.10** The Contractor shall and hereby does guarantee its work hereunder against defects in workmanship or materials for a period of one year after SAWPA's acceptance of the work. The Contractor shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship and/or materials, ordinary wear and tear and unusual abuse or neglect excepted, within said one year period, without expense whatsoever to SAWPA. In the event of a failure to comply with the above-mentioned conditions within five (5) days after being notified in writing, SAWPA is hereby authorized to proceed to have the defects remedied and made good at the Contractor's expense. The Contractor agrees to pay all such expenses immediately on demand therefore by SAWPA. Such action by SAWPA will not relieve the Contractor of the guarantees required by this paragraph. Any Performance Bond and Payment Bond in place shall continue in full force and effect for the guarantee period.

**4.11** Upon completion of its work, Contractor shall notify SAWPA, which shall inspect the Work and, if, in its sole discretion, it is satisfied with the work, accept the work in writing. Upon completion of the work, the Contractor shall clean the grounds occupied in connection with the work of all rubbish, excess materials and equipment, and all parts of the Work and grounds occupied shall be left in a neat and presentable condition. In the event the Contractor fails to clean up as specified herein, clean up may be performed by SAWPA at the Contractor's expense.

## **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 Contractor 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 Contractor 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, Contractor shall not be compensated for such services.

**6.03** Contractor 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 Contractor 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**

### **TERMINATION OF AGREEMENT**

**7.01** 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.

**7.02** 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 Contractor, whether or not a Task Order has been issued to Contractor.

**7.03** In the event of termination, the payment of monies due Contractor for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

**7.04** In addition to termination under Section 7.02, if the Contractor refuses or fails to prosecute all or any part of the work hereunder with such diligence as will ensure its completion within the time specified in the applicable Task Order, or any extension thereof, or fails to complete such work within such time, or if the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if the Contractor or any of its subcontractors violate any of the provisions of the Agreement, or refuse or fail to supply enough properly skilled workers or proper materials to complete the work in the time specified, as adjusted by any time extensions granted, or the Contractor fails to make prompt payment to subcontractors or for material or labor, or if the Contractor disregards any laws or ordinances, or instructions given by SAWPA, SAWPA may, without prejudice to any other right or remedy, serve written notice upon the Contractor and its surety, if applicable, of its intention to terminate the Agreement. Such notice by SAWPA shall set forth the reasons for the intended termination of the Agreement, and unless within five (5) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, the Agreement shall upon the expiration of said five (5) days cease and terminate. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. Upon termination as provided above, SAWPA shall immediately give written notice to the surety, if applicable, and the Contractor, and the surety, if applicable, shall have the right to take over and perform the Agreement; provided, however, that if the surety within five (5) days after receipt of a notice of termination does not notify SAWPA in writing of its intention to take over and perform the Agreement, or does not commence performance of the work within fourteen (14) days from the date of serving said notice, SAWPA may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and, if applicable, the Contractor's surety shall be liable to SAWPA for any excess cost or other damage SAWPA incurs. For any portion of such work that SAWPA elects to complete by furnishing its own employees, materials, tools, and equipment, SAWPA shall be compensated in accordance with the usual hourly salaries paid to such employees who perform the required work.

## **ARTICLE VIII**

### **CONTRACTOR STATUS**

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

**8.02** Contractor 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 contractor rendering the same or similar services. Furthermore, Contractor represents and warrants that the individual signing this Agreement on behalf of Contractor has the full authority to bind Contractor to this Agreement.

**ARTICLE IX**  
**AUDIT AND OWNERSHIP OF DOCUMENTS**

**9.01** All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Contractor in connection with the performance of services assigned to it by SAWPA are the sole property of SAWPA, and Contractor shall promptly deliver all such materials to SAWPA. Contractor 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 Contractor.

**9.02** Contractor shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, certified payroll, 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, Contractor 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 X**  
**MISCELLANEOUS PROVISIONS**

**10.01** This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor 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.

**10.02** Contractor 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.

**10.03** In the event Contractor 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 Contractor from SAWPA as of the date of death will be paid to Contractor's estate.

**10.04** Time is of the essence in the performance of services required hereunder. The Contractor agrees to be bound by the schedule presented as part of this Task Order. Extensions of time within which to perform services may be granted by SAWPA if requested by Contractor 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 Contractor. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation. The Contractor's sole remedy shall be to request an extension of time.

**10.05** SAWPA expects that Contractor will devote sufficient time, energy, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other activities or projects that would unreasonably interfere with the performance of Contractor's duties under this Agreement or create any conflicts of interest. If required by law, Contractor shall file a Conflict of Interest Statement with SAWPA.

**10.06** Any dispute which may arise by and between SAWPA and the Contractor, including the Contractor's, its employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service upon which the parties shall mutually agree, 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 upon which the parties mutually agree, in





**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, 2023. These services may or may not be needed by SAWPA. The Contractor shall identify 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.

## On-Call Line Draining and Emergency Clean-up Services

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.

## On-Call Line Draining and Emergency Clean-up Services

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.