



# S A W P A

SANTA ANA WATERSHED PROJECT AUTHORITY  
11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

<b>Meeting Access Via Computer (Zoom):</b>	<b>Meeting Access Via Telephone:</b>
<ul style="list-style-type: none"> <li><a href="https://sawpa.zoom.us/j/88281218826">https://sawpa.zoom.us/j/88281218826</a></li> </ul>	<ul style="list-style-type: none"> <li>1 (669) 900-6833</li> </ul>
<ul style="list-style-type: none"> <li>Meeting ID: 882 8121 8826</li> </ul>	<ul style="list-style-type: none"> <li>Meeting ID: 882 8121 8826</li> </ul>

This meeting will be conducted in person at the address listed above. As a convenience to the public, members of the public may also participate virtually using one of the options set forth above. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom link above. However, in the event there is a disruption of service which prevents the Authority from broadcasting the meeting to members of the public, the meeting will not be postponed or rescheduled but will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required. Members of the public are welcome to attend the meeting in-person.

## AGENDA

**TUESDAY, JUNE 20, 2023 – 10:00 A.M.**

### **SPECIAL MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE**

Inland Empire Brine Line

#### **Committee Members**

<b>Eastern Municipal Water District</b>	<b>Inland Empire Utilities Agency</b>
Joe Mouawad, General Manager	Director Jasmin A. Hall
Director David J. Slawson (Alt)	Shivaji Deshmukh, General Manager (Alt)
<b>San Bernardino Valley Municipal Water District</b>	<b>Western Municipal Water District</b>
Director T. Milford Harrison, Chair	Director Mike Gardner, Vice Chair
Director Gil Botello (Alt)	Craig Miller, General Manager (Alt)

#### **1. CALL TO ORDER | PLEDGE OF ALLEGIANCE**

#### **2. PUBLIC COMMENTS**

Members of the public may address the Committee on items within the jurisdiction of the Committee; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).

Members of the public may make comments in-person or electronically for the Committee's consideration by sending them to [publiccomment@sawpa.org](mailto:publiccomment@sawpa.org) with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, June 19, 2023. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record. Individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the Committee.

#### **3. ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the Santa Ana Watershed Project Authority subsequent to the posting of the agenda.

**4. CONSENT CALENDAR**

All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Committee by one motion as listed below.

- A. **APPROVAL OF MEETING MINUTES: MAY 2, 2023**.....5  
**Recommendation:** Approve as posted.

**5. COMMITTEE DISCUSSION/ACTION ITEMS**

- A. **INLAND EMPIRE BRINE LINE SERVICE CONTRACTS (PA24#2023.8)**.....9  
**Presenter:** Daniel Vasquez  
**Recommendation:** Authorize the General Manager to issue a General Services Agreement and Task Order PAT240-01 to Patriot Environmental Services in the amount of \$121,760 for Line Draining and Emergency Response Services.

**6. INFORMATIONAL REPORTS**

**Recommendation:** Receive for information.

- A. **BRINE LINE FINANCIAL REPORT – MARCH 2023**.....39  
**Presenter:** Karen Williams
- B. **BRINE LINE FINANCIAL REPORT – APRIL 2023** .....45  
**Presenter:** Karen Williams
- C. **FINANCIAL REPORT FOR THE THIRD QUARTER ENDING MARCH 31, 2023**.....51  
**Presenter:** Karen Williams
- D. **GENERAL MANAGER COMMENTS**
- E. **COMMITTEE MEMBERS COMMENTS**
- F. **CHAIR’S COMMENTS/REPORT**

**7. REQUEST FOR FUTURE AGENDA ITEMS**

**8. CLOSED SESSION**

- A. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)**  
*In Re Rialto Bioenergy Facility, LLC*  
U.S. Bankruptcy Court for the Southern District of California  
Case No.: 23-01467-CL11

**9. CLOSED SESSION REPORT**

**10. ADJOURNMENT**

**PLEASE NOTE:**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (951) 354-4220. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting.

Materials related to an item on this agenda submitted to the Committee 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](http://www.sawpa.org), subject to staff’s ability to post documents prior to the meeting.

**Declaration of Posting**

I, Sara Villa, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on June 15, 2023, a copy of this agenda has been uploaded to the SAWPA website at [www.sawpa.org](http://www.sawpa.org) and posted at SAWPA’s office, 11615 Sterling Avenue, Riverside, California.

**2023 Project Agreement 24 Committee Regular Meetings**

Inland Empire Brine Line  
 First Tuesday of Every Month

(Note: All meetings begin at 10:00 a.m., or immediately following the 9:30 a.m. SAWPA Commission meeting, whichever is earlier, unless otherwise noticed, and are held at SAWPA.)

<b>January</b> 1/3/23 <del>Regular Committee Meeting [cancelled]</del>	<b>February</b> 2/7/23 Regular Committee Meeting
<b>March</b> 3/7/23 Regular Committee Meeting	<b>April</b> 4/4/23 Regular Committee Meeting
<b>May</b> 5/2/23 Regular Committee Meeting	<b>June</b> 6/6/23 <del>Regular Committee Meeting [cancelled]</del> 6/20/23 Special Committee Meeting
<b>July</b> 7/4/23 <del>Regular Committee Meeting [cancelled]</del>	<b>August</b> 8/1/23 Regular Committee Meeting
<b>September</b> 9/5/23 Regular Committee Meeting	<b>October</b> 10/3/23 Regular Committee Meeting
<b>November</b> 11/7/23 Regular Committee Meeting	<b>December</b> 12/5/23 Regular Committee Meeting

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**PROJECT AGREEMENT 24 COMMITTEE**  
Inland Empire Brine Line  
**REGULAR MEETING MINUTES**  
**May 2, 2023**

**COMMITTEE MEMBERS PRESENT**

T. Milford Harrison, Chair, San Bernardino Valley Municipal Water District Governing Board  
Mike Gardner, Vice Chair, Western Municipal Water District Governing Board  
Joe Mouawad, Eastern Municipal Water District General Manager  
Jasmin A. Hall, Inland Empire Utilities Agency Governing Board

**ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]**

David Slawson, Eastern Municipal Water District Governing Board  
Shivaji Deshmukh, Inland Empire Utilities Agency General Manager  
Gil Botello, San Bernardino Valley Municipal Water District Governing Board

**STAFF PRESENT**

Jeff Mosher, Karen Williams, David Ruhl, Edina Goode, Dean Unger, John Leete, Sara Villa,

**OTHERS PRESENT**

Andrew D. Turner, Lagerlof, LLP; Bruce Whitaker, Orange County Water District; Derek Kawaii, Western Municipal Water District

**1. CALL TO ORDER | PLEDGE OF ALLEGIANCE**

The regular meeting of the PA 24 Committee was called to order at 10:00 a.m. by Chair T. Milford Harrison on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, California.

**2. PUBLIC COMMENTS**

There were no public comments; there were no public comments received via email.

**3. ITEMS TO BE ADDED OR DELETED**

There were no added or deleted items.

**4. CONSENT CALENDAR**

**A. APPROVAL OF MEETING MINUTES: APRIL 4, 2023**

Recommendation: Approve as posted.

**MOVED**, to approve the Consent Calendar as posted.

Result:	<b>Adopted by Roll Call Vote</b>
Motion/Second:	Hall/Gardner
Ayes:	Hall, Harrison, Gardner, Mouawad
Nays:	None
Abstentions:	None
Absent:	None

**5. COMMITTEE DISCUSSION/ACTION ITEMS**

**A. INLAND EMPIRE BRINE LINE RATE RESOLUTION (PA24#2023.7)**

David Ruhl provided a presentation titled Inland Empire Brine Line Rate Resolution 2023-5, contained in the agenda packet on pages 17-29. The purpose of the Brine Line Rates is to provide the revenue to operate and maintain the Brine Line. There are several Brine Line rates components: fixed charges and variable charges. Under the fixed charges there is a pipeline capacity component and a treatment and disposal; every member agency that owns a treatment and disposal capacity and pipeline capacity pays the fixed charges. The variable charges components are Flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS). The proposed rates have been calculated using the financial model prepared in 2018 and are based on the approved two-year budget (FY 2023-24 and FY 2024-25).

*Table 1. Summary of FY 2022-23 (Current) Rates and FY 2023-24 (Proposed) Rates*

<i>Fiscal Year</i>	<i>Flow (MG)</i>	<i>BOD (1,000 lbs.)</i>	<i>TSS (1,000 lbs.)</i>	<i>Fixed Pipeline*</i>	<i>Fixed T&amp;D*</i>
Current FY 2022-23	\$1,049	\$353	\$520	\$6,654	\$13,505
<b>Proposed FY 2023-24</b>	<b>\$1,073</b>	<b>\$394</b>	<b>\$494</b>	<b>\$6,654</b>	<b>\$13,505</b>

\*Fixed pipeline and Fixed Treatment and Disposal (T&D) charges are per million gallons (MG) per month.

The Brine Line rates include the cost that Orange County Sanitation District (OC San) charges SAWPA to treat and dispose of brine, which includes a Flow, BOD and TSS charge. The OC San Flow charge (\$292/MG) is included as part of the total SAWPA Brine Line Flow rate (\$1,073/MG). The OC San BOD and TSS charges are considered “pass-through” costs. Hence, SAWPA’s rate for BOD and TSS match the OC San BOD and TSS charge.

SAWPA received the proposed Brine Line rates from OC San (Flow, BOD, TSS) that include a 18.2% increase in the flow charge, a 11.6% increase in the BOD charge and a 5.0% decrease in the TSS charge. The increase is due to a decrease in OC San’s annual flow and an increase in operation and maintenance expenses. Although this increase is significant, SAWPA can maintain a rate increase of 2.25% for Flow and no change in the rate for Fixed Pipeline and Fixed Treatment and Disposal. Since BOD and TSS are pass through costs the rate for BOD will increase 11.6% and the rate for TSS will decrease 5.0%. One of the intended purposes of the Brine Line Operating Reserve is to mitigate the effects of unplanned or unexpectedly large rate increases. The potential impact on the FY 2023-24 approved budget due to the 18.2% increase in flow is approximately \$130,000. SAWPA staff will evaluate the unexpected expense during the upcoming fiscal year and if necessary, provide a recommendation to PA 24 to transfer funds from the Operating Reserve to Fund 240.

Vice Chair Mike Gardner asked about the operating reserves in terms of minimum and maximum, and if reserve funds are used will it drop below the target amount. Mr. Ruhl noted that the target is set at the maximum and there is a plan in place to make sure that they come up with a target amount over the next five to ten years. Committee member Joe Mouawad asked what the coverage is for the monthly fixed pipeline and how are the percentages determined? David Ruhl noted that the flow fixed pipe is 40% and fixed treatment is 60% of operating costs and any expenses will come out of each component. Karen Williams noted that a cost of study was done in the past and the member agencies were all involved and went through each line item and determined the percentage for each component.

SAWPA’s Planned rates for FY 2024-25 will include a 2.25% increase in the flow component and will include a 5.0% increase in the BOD and TSS rate. Fixed charges (pipeline, treatment, and disposal) are expected to remain the same. The truck disposal rates will continue to be based on two (2) tiers: the Brine Tier and a Non-Brine Tier. These charges remain unchanged from FY 2022-23. The proposed permit fees for FY 2023-24 remained

unchanged. The proposed Capacity Lease rates for FY 2023-24 remain unchanged from the rates from FY 2022-23. Treatment and Disposal surcharge rates are charged when the contractually owned capacity for Flow, BOD, and/or TSS is exceeded in any given month. The rates for Treatment and Disposal surcharges remain unchanged from FY 2022-23.

As part of the Brine Line Rate Resolution, planned rates for FY 2024-25 are presented to assist member agencies in their budget process for the next fiscal year. Since these rates are presented for “planning” purposes only, they require PA 24 and Commission approval prior to the beginning of the next fiscal year (July 1, 2024). The rates were shared with the member agencies and Chino Desalter Authority and no comments were received.

Committee member Joe Mouawad noted that he appreciates all the work and effort from SAWPA staff and respective agencies and asked about the reconciliation between individual dischargers relative to flow and concentrations, how does that get reconciled? Karen Williams noted that the quarterly financial report that gets presented to the PA 24 Committee shows consists of what our member agencies and OC San are charged, and there is a formula for the BOD and TSS for the dischargers that gets done monthly. The next presentation to the PA 24 Committee is anticipated in a couple of months.

**MOVED**, to recommend approval by the SAWPA Commission of Resolution No. 2023-5 establishing the Fiscal Year 2023-24 Inland Empire Brine Line Rates.

Result:	<b>Adopted by Roll Call Vote (Unanimously)</b>
Motion/Second:	Gardner/Hall
Ayes:	Hall, Harrison, Gardner, Mouawad
Nays:	None
Abstentions:	None
Absent:	None

**6. INFORMATIONAL REPORTS**

Recommendation: Receive and file the following oral/written reports/updates.

**A. BRINE LINE FINANCIAL REPORT – FEBRUARY 2023**

**Presenter:** Karen Williams

**7. REQUEST FOR FUTURE AGENDA ITEMS**

There were no requests for future Agenda items.

**8. CLOSED SESSION**

There was no Closed Session.

**9. ADJOURNMENT**

There being no further business for review, Committee Chair T. Milford Harrison adjourned the meeting at 10:25 a.m.

**Approved at a Special Meeting of the Project Agreement 24 Committee on June 20, 2023.**

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T. Milford Harrison, Chair

Attest:

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Sara Villa, Clerk of the Board

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## PA 24 COMMITTEE MEMORANDUM NO. 2023.8

**DATE:** June 20, 2023

**TO:** Project Agreement 24 Committee  
(Inland Empire Brine Line)

**SUBJECT:** Inland Empire Brine Line Service Contracts

**PREPARED BY:** Daniel Vasquez, Operations Manager

### RECOMMENDATION

Authorize the General Manager to issue a General Services Agreement and Task Order PAT240-01 to Patriot Environmental Services in the amount of \$121,760 for Line Draining and Emergency Response Services.

### BACKGROUND

In April 2023, the Project Agreement 24 Committee (PA24) authorized staff to issue a Request for Proposals (RFP) for the following Inland Empire Brine Line Service contracts:

1. *Line draining and emergency response:* Tanker trucks for line draining during planned maintenance and emergencies, as well as material support during spills.
2. *Debris hauling and disposal:* Delivery and removal of dewatering bins and hauling to disposal site.
3. *Surveying:* On-call surveying services as required.

These are on-call services, and the service providers are only compensated for work performed.

Proposals were received on May 15, 2023, and a summary including amounts is provided below.

### RFP PROPOSAL EVALUATIONS

Service Contract	Vendor	Cost	Evaluation Score Total
Line Draining and Emergency Response	<b>Patriot</b>	<b>\$121,760.00</b>	<b>17.2</b>
Debris Hauling and Disposal	No Proposals		
On-Call Surveying Services	Albert A Webb Associates	\$59,390.00	15
	Builoff Surveying	\$46,070.00	14.8
	<b>GIS Surveyors</b>	<b>\$44,805.00</b>	<b>18.1</b>
	Hunsaker & Associates	\$26,160.00	13.8
	O'Day Consultants	\$59,126.05	13.2

Proposals were reviewed and scored by SAWPA staff and the determination of award was based on cost, qualifications, technological approach, and completeness of proposal.

## **DISCUSSION**

### **Line Draining and Emergency Response**

One (1) proposal was received for Line Draining and Emergency Response services from Patriot Environmental Services. The proposal was evaluated by staff with high rankings.

Approval of the Patriot Environmental Services Task Order for Line Draining and Emergency Response requires authorization from the PA24 Committee since it exceeds the General Manager's expenditure authority. Line Draining and Emergency Response is a 2-year contract (July 1, 2023 through June 30, 2025) with an option to renew the contract for an additional year.

Staff requested a cost proposal from HazMat Transportation in order to diversify emergency response resources per PA 24 feedback on April 4, 2023. Hazmat Trans was selected based on agency experience with them during the existing contract in addition to their robust qualifications. The Cost Proposal provided by Hazmat Trans is for a total of \$88,440.00 and is within the GM's expenditure authority.

### **Debris Hauling**

Debris Hauling received no proposals during the RFP process. Since no proposals were received, staff is reaching out to two (2) qualified firms to submit a proposal for Debris Hauling. Two contracts are being chosen due to logistical limitations of dewatering bin availability and the geographic distances between pickup sites. The amount of these contracts is anticipated to be within GM's expenditure authority.

### **On-Call Surveying Services**

After internal discussions with staff about the total hours anticipated for On- Call Surveying Services needed in the current budget cycle, the top evaluated vendors were contacted and asked to commit to the same rates at a reduction in total hours available. Accordingly, the On-Call Surveying Services contract is to be awarded to GIS Surveyors in the amount of \$22,402.50.

### **Additional Contract Services Status**

SAWPA staff have exercised the option to extend On-Call CCTV (Innerline Engineering, \$99,050) and Meter Calibration Services (Douglas Environmental, \$22,925) contracts for one (1) year.

Below is a summary of the On-call service contracts:

<b>Service</b>	<b>Current Service Provider</b>	<b>Original Task Order Amount</b>	<b>Expiration Date</b>	<b>New Service Provider</b>	<b>New Amount</b>	<b>Action</b>
<b>On-Call CCTV</b>	Innerline	\$99,050.00	30-Jun-23	Innerline	\$99,050.00	1 Year Contract extension
<b>On-Call Line Draining and Emergency Services</b>	Hazmat Transport	\$139,360.00	30-Jun-23	Patriot Environmental	\$121,760.00	PA 24 Approve new Task Order (2 year)
<b>On-Call Line Draining and Emergency Services</b>	Hazmat Transport	\$139,360.00	30-Jun-23	Hazmat Trans	\$88,440.00	New Task Order (2 year)
<b>On-Call Surveying Services</b>	TKE	\$36,800.00	30-Jun-23	GIS Surveyors	\$22,402.50	New Task Order (2 year)
<b>Meter Calibration Services</b>	Douglas Environmental	\$22,925.00	30-Jun-23	Douglas Environmental	\$22,925.00	1 year contract extension
<b>Debris Hauling</b>	Hazmat Transport	\$63,990.00	30-Jun-23	Hazmat Trans	TBD	1 year contract extension
<b>Debris Hauling</b>	Hazmat Transport	\$63,990.00	30-Jun-23	United Stormwater	TBD	New Task Order (1 year)

**RESOURCE IMPACTS**

Funds for the Brine Line Service Contracts are included in FY23-24 and FY 24-25 Brine Line budget for Fund 240 (Brine Line Enterprise).

Attachments:

1. PowerPoint Presentation
2. GSA and Task Order for On-Call Emergency Line Draining and Emergency Services for Patriot Environmental Services

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# Brine Line On-Call Service Contracts

Daniel Vasquez, Operations Manager

PA24 Committee | June 20, 2023

Item No. 5.A

# Recommendation

- Authorize the General Manager to issue a General Services Agreement and Task Order PAT240-01 to Patriot Environmental Services in the amount of \$121,760.00 for Line Draining and Emergency Response services.

# Report on RFP Status of Service Contracts

On April 13<sup>th</sup>, PA 24 Committee authorized staff to issue the following Request for Proposals:

- *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.
- *Surveying:* On-call surveying services as required.

# Proposals Summary

Service Contract	Vendor	Cost	Evaluation Score Total
Line Draining and Emergency Response	<b>Patriot Environmental</b>	<b>\$121,760.00</b>	<b>17.2</b>
Debris Hauling and Disposal	No Proposals		
On-Call Surveying Services	Albert A Webb Associates	\$59,390.00	15
	Builoff Surveying	\$46,070.00	14.8
	<b>GIS Surveyors</b>	<b>\$44,805.00</b>	<b>18.1</b>
	Hunsaker & Associates	\$26,160.00	13.8
	O'Day Consultants	\$59,126.05	13.2

**Selected contractors in bold**





# Line Draining and Emergency Response

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Line Draining and Emergency Response RFP received one (1) proposal from **Patriot Environmental Services.**

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The proposal was evaluated by staff with high rankings.

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The awarded contract is for 2 years (July 1, 2023 to June 30, 2025) with an option to extend one year.

# Additional Resources for Line Draining

- Staff requested a cost proposal from HazMat Transportation in order to diversify emergency response resources per PA 24 feedback on April 4, 2023.
- Hazmat Trans was selected based on agency experience with them during the existing contract in addition to their robust qualifications. Hazmat Trans proposed an amount of \$88,440.00

# Debris Hauling

- Debris Hauling received no proposals during the RFP process.
- Two contracts are being chosen due to logistical limitations of dewatering bin availability and the geographic distances between pickup sites.
- Staff is reaching out to qualified firms to submit a proposal for Debris Hauling.
- Cost is anticipated to be within GM Authority.

# On-Call Surveying Services

- Top evaluated vendors were contacted and asked to commit to the same rates at a reduction in total hours available.
- GIS Surveyors were evaluated at the highest marks is to be awarded with the contract for a period of two years (July 1, 2023 to June 30, 2025) with an option to extend for an additional year.

# Summary of Brine Line Service Contracts

Service	Current Service Provider	Original Task Order Amount	Expiration Date	New Service Provider	New Amount	Action
On-Call CCTV	Innerline	\$99,050.00	30-Jun-23	Innerline	\$99,050.00	1 Year Contract extension
On-Call Line Draining and Emergency Services	Hazmat Transport	\$139,360.00	30-Jun-23	Patriot Environmental	\$121,760.00	PA 24 Approve new Task Order (2 year)
On-Call Line Draining and Emergency Services	Hazmat Transport	\$139,360.00	30-Jun-23	Hazmat Trans	\$88,440.00	New Task Order (2 year)
On-Call Surveying Services	TKE	\$36,800.00	30-Jun-23	GIS Surveyors	\$22,402.50	New Task Order (2 year)
Meter Calibration Services	Douglas Environmental	\$22,925.00	30-Jun-23	Douglas Environmental	\$22,925.00	1 year contract extension
Debris Hauling	Hazmat Transport	\$63,990.00	30-Jun-23	Hazmat Trans	TBD	1 year contract extension
Debris Hauling	Hazmat Transport	\$63,990.00	30-Jun-23	United Stormwater	TBD	New Task Order (1 year)



# Recommendation

- Authorize the General Manager to issue a General Services Agreement and Task Order PAT240-01 to Patriot Environmental Services in the amount of \$121,760.00 for Line Draining and Emergency Response services.



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

This Agreement is made this **20<sup>th</sup> day of June, 2023** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA 92503 and Patriot Environmental Services ("Contractor") whose address is 1250 23<sup>rd</sup> Street, Signal Hill, CA 90755.

**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 has represented 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, 2025**, 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 A**

**COST PROPOSAL FORM**  
**ON-CALL LINE DRAINING AND EMERGENCY RESPONSE**

**Due Date and Time for Proposal Submittal: May 15, 2023 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. Please submit unit costs for at least one of the options below. Unit costs shall be valid until June 30, 2025.

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	\$260	\$26,000
<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	\$260	\$10,400
<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	\$260	\$10,400
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		No bid
Front-end loader (min 3 cy bucket size) [STAND-BY]	10	Hours		No bid
Backhoe (min ½ cy bucket size)	30	Hours		No bid
Backhoe (min ½ cy bucket size) [STAND-BY]	10	Hours		No bid
Skid steer (Bobcat S100 or equivalent w/ standard 50” bucket)	30	Hours	\$120.00	\$3,600
Skid steer (Bobcat S100 or equivalent w/ standard 50” bucket) [STAND-BY]	10	Hours	\$120.00	\$1,200
Dump truck (min 10 cy) <sup>(ii)</sup>	30	Hours		No bid
Dump truck (min 10 cy) [STAND-BY] <sup>(ii)</sup>	10	Hours		No bid
Roll-off bins (min 15 cy) <sup>(ii)</sup>	10	Units	\$25	\$250

Roll-off bins (min 15 cy) [STAND-BY] (ii)	20	Hours		No bid
Roll-off bin truck	30	Hours	\$47	\$1410
Roll-off bin truck [STAND-BY]	10	Hours	\$47	\$470
Roll-off bin liners	10	Units	\$70	\$700
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.		No bid
Backhoe (min ½ cy bucket size)	4	L.S.		No Bid
Skid steer (Bobcat S100 or equivalent w/ standard 50" bucket)	4	L.S.	\$620	\$2480
Dump truck (min 10 cy) <sup>(ii)</sup>	4	L.S.		No bid
Roll-off bin truck	4	L.S.	\$1040	\$4160
Labor and materials related to spill containment: <sup>(iii)</sup>				
Crew of 2 (certified operators for provided heavy equipment)	40	Hour	\$390	\$15600
Supervisor	40	Hour	\$155	\$6200
Visqueen (5' x 100' rolls)	10	Rolls	\$235	\$2350
Sand bags (100 sandbags per load)	10	Loads	\$600.00	\$6000
Spill boom coil (min 6" x 10')	20	Coils	\$75	\$1500
Spill signs	10	Signs		No Bid
Caution tape	1,000	Feet	\$40	\$40
<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.		No Bid
Maintain traffic control for areas with heavy traffic (complete lane shutdown, minimum of 2 flagmen, cones, barricades, light boards, etc.)	5	Day		No Bid
Set-up/remove traffic control for areas with light traffic (partial lane closure, cones, barricades, light boards, NO flagmen required, etc.)	2	L.S.		No Bid
Maintain traffic control for areas with light traffic (partial lane closure, cones, barricades, light boards, NO flagmen required, etc.)	5	Day		No Bid
<b>Soil disposal and backfill</b>				
Disposal of soil impacted by brine <sup>(iv)</sup>	80	Ton	\$175	\$14,000
Unclassified backfill material (per Greenbook Standards, latest edition suitable for a minimum compaction of 90 percent, dry weight)	100	Ton	\$150	\$15,000
<b>TOTAL</b>				\$121,760

- (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.

Patriot Environmental Services, Inc

Name of Firm

1250 E. 23rd St

Address

Signal Hill Ca 90755

City, State, Zip Code

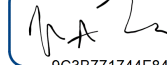
562.436.2614

Telephone

809990-CA

California License No.

DocuSigned by:



9C3B771744F84E3...

Signature

05/15/23

Date

Josh Teves

Authorized Agent (Printed or Typed)

vbenitez@patriotenvironmental.com

E-mail address

Fax

06/30/2024

Expiration Date

**ATTACHMENT E**  
**Scope of Work**  
**ON-CALL LINE DRAINING AND EMERGENCY RESPONSE**

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, 2025. 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. 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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**Santa Ana Watershed Project Authority  
PA24 - Brine Line - Financial Report  
March 2023**

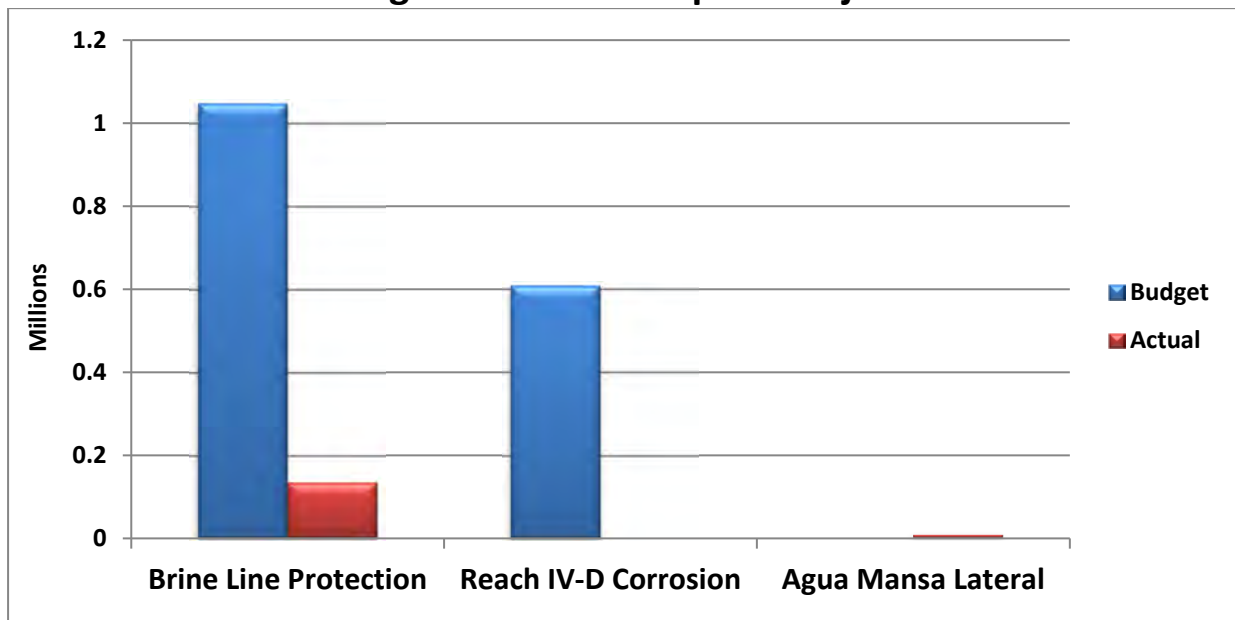
*Staff comments provided on the last page are an integral part of this report.*

<b>Overview</b>	This report highlights the Brine Line’s key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2023 unless otherwise noted.
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**Brine Line - Capital Projects**

<b>Budget to Actual – Capital Projects</b>				 <b>Concern</b>
	<b>Annual Budget</b>	<b>FYTD Budget</b>	<b>FYTD Actual</b>	<b>Favorable (Unfavorable) Variance</b>
Brine Line Protection	\$1,397,185	\$1,047,889	\$135,233	\$912,656
Reach IV-D Corrosion	810,746	608,060	-	608,060
Agua Mansa Lateral	-	-	7,866	(7,866)
<b>Total Capital Costs</b>	<b>\$2,207,931</b>	<b>\$1,655,949</b>	<b>\$143,009</b>	<b>\$1,512,850</b>

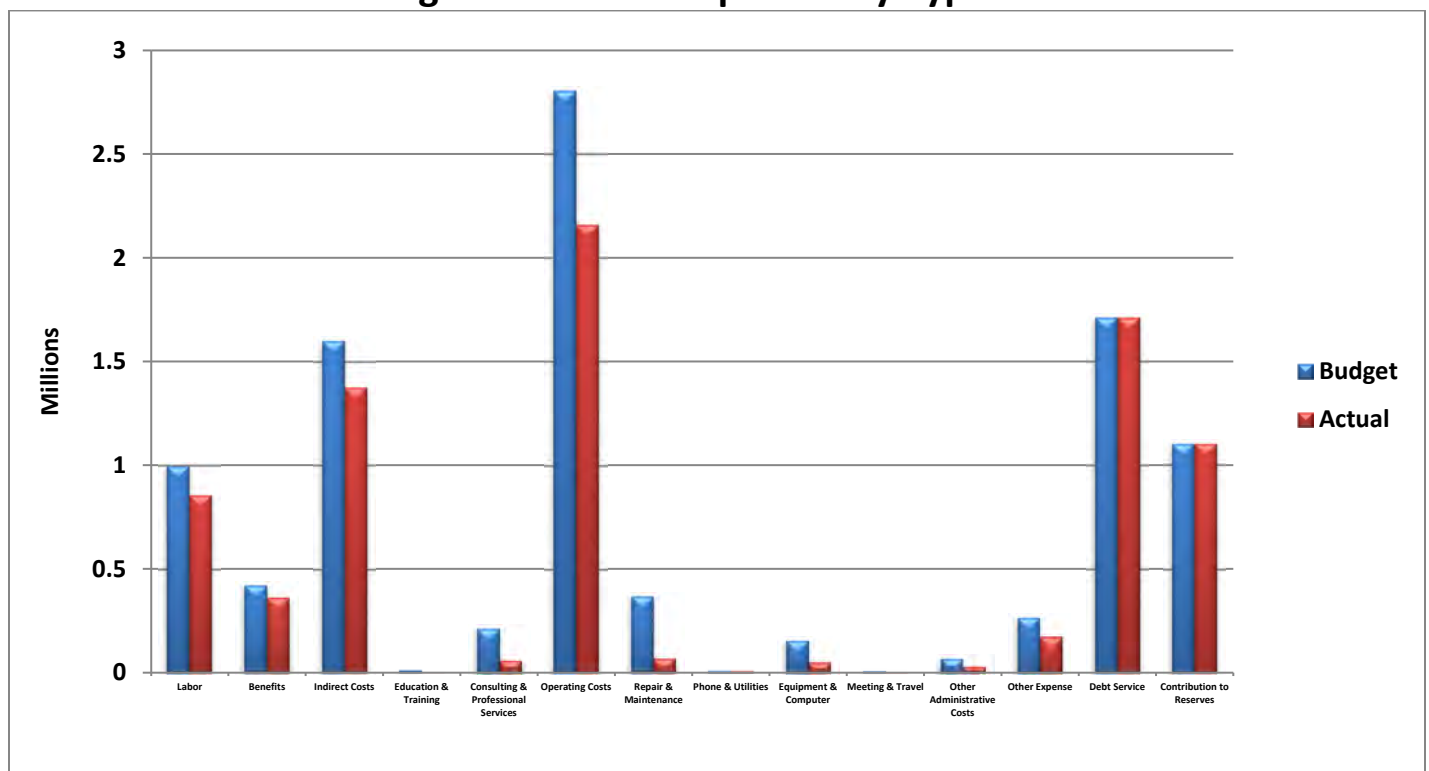
**Budget to Actual - Capital Projects**



## Brine Line – Operating

Budget to Actual - Expenses by Type				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,326,650	\$994,988	\$855,455	\$139,533
Benefits	556,753	417,565	359,291	58,274
Indirect Costs	2,133,400	1,600,050	1,375,571	224,479
Education & Training	14,500	10,875	1,236	9,639
Consulting & Prof Svcs	285,000	213,750	62,010	151,740
Operating Costs	3,739,650	2,804,738	2,157,811	646,927
Repair & Maintenance	490,000	367,500	70,897	296,603
Phone & Utilities	11,500	8,625	7,459	1,166
Equip & Computers	206,500	154,875	51,679	103,196
Meeting & Travel	10,000	7,500	2,028	5,472
Other Admin Costs	90,900	68,175	29,974	38,201
Other Expense	355,000	266,250	174,298	91,952
Debt Service	1,709,476	1,709,476	1,709,476	-
Contribution to Reserves	1,467,543	1,100,657	1,100,657	-
<b>Total</b>	<b>\$12,396,872</b>	<b>\$9,725,024</b>	<b>\$7,957,842</b>	<b>\$1,767,182</b>

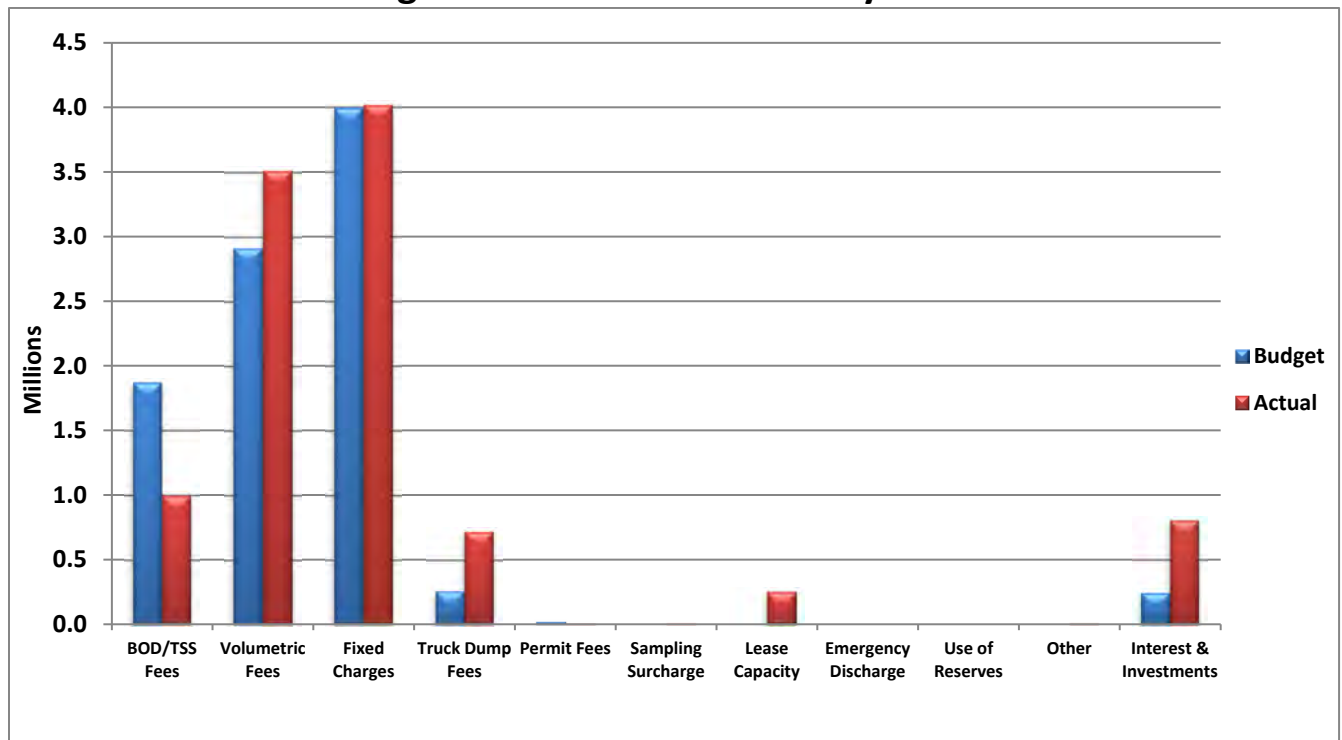
### Budget to Actual - Expenses by Type



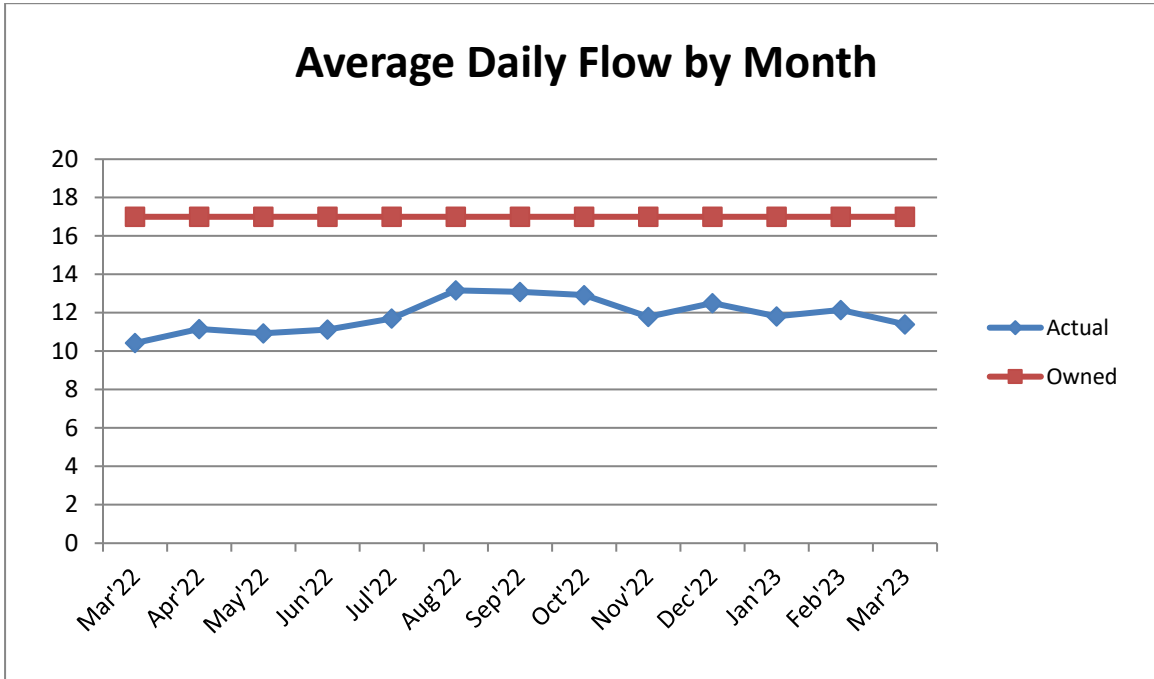


Budget to Actual - Revenues by Source				✓ Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$2,492,400	\$1,869,300	\$994,485	(\$874,815)
Volumetric Fees	3,881,300	2,910,975	3,511,181	600,206
Fixed Charges	5,323,422	3,992,567	4,016,713	24,146
Truck Dump Fees	346,500	259,875	718,974	459,099
Permit Fees	28,250	13,700	7,950	(5,750)
Sampling Surcharge	-	-	6,920	6,920
Lease Capacity Revenue	-	-	249,113	249,113
Emergency Discharge Fees	-	-	46	46
Use of Reserves	-	-	-	-
Other Revenue	-	-	7,980	7,980
Interest & Investments	325,000	243,750	800,693	556,943
<b>Total</b>	<b>\$12,396,872</b>	<b>\$9,290,167</b>	<b>\$10,314,055</b>	<b>\$1,023,888</b>

Budget to Actual - Revenues by Source



### Average Daily Flow by Month

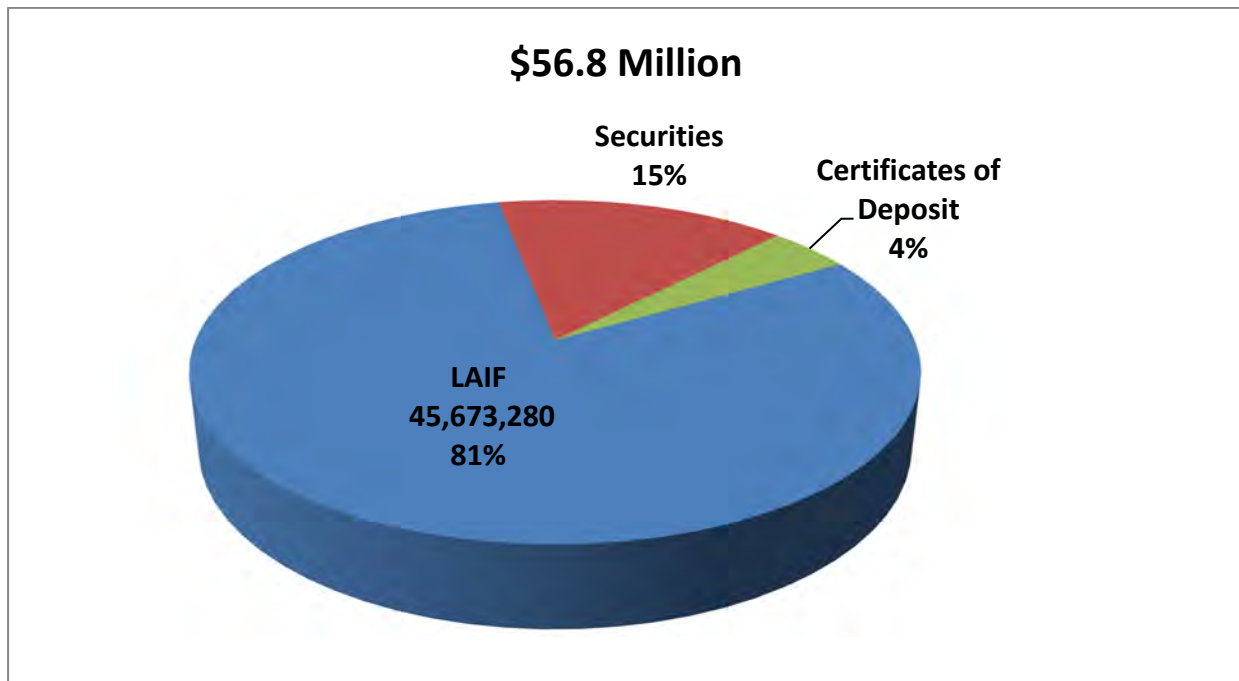


### Total Discharge by Agency (in million gallons)

Discharger	Jul'22	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Total
Chino Desalter Authority	111.8155	102.6702	100.1597	114.7575	101.6451	123.4241	654.4721
Eastern Municipal Water District	81.6087	109.4320	113.3346	128.5429	104.8525	128.1452	665.9159
Inland Empire Utilities Agency	13.9156	14.2653	13.1931	12.4871	11.8342	12.9665	78.6618
San Bernardino Valley MWD	31.2026	30.7288	30.6280	30.2635	37.1176	42.4740	202.4145
Western Municipal Water District	131.3138	134.1083	117.7155	122.9665	94.1258	114.6190	714.8489
Truck Discharge	4.4561	3.9106	4.4300	4.3521	3.9594	3.3356	24.4438
<b>Total</b>	<b>374.3123</b>	<b>395.1152</b>	<b>379.4609</b>	<b>413.3696</b>	<b>353.5346</b>	<b>424.9644</b>	<b>2,340.7570</b>

Discharger	Jan'23	Feb'23	Mar'23	Apr'23	May'23	Jun'23	Total
Chino Desalter Authority	93.6116	93.3203	98.1827				939.5867
Eastern Municipal Water District	105.6255	99.0024	93.5115				964.0553
Inland Empire Utilities Agency	11.1641	10.2370	11.0799				111.1428
San Bernardino Valley MWD	39.8892	38.7740	44.1691				325.2468
Western Municipal Water District	87.1749	99.2994	93.7297				995.0529
Truck Discharge	3.2635	2.8998	3.0677				33.6748
<b>Total</b>	<b>340.7288</b>	<b>343.5329</b>	<b>343.7406</b>				<b>3,368.7593</b>





## Total Cash & Investments



## Reserve Fund Balance

	Amount
Debt Retirement	\$2,858,445
Pipeline Replacement & Capital Investment	31,457,768
OC San Pipeline Rehabilitation	2,414,028
Pipeline Capacity Management	12,156,407
OC San Future Treatment & Disposal Capacity	1,861,185
Brine Line Operating	2,288,209
Brine Line Operating Cash	3,802,229
<b>Total Reserves</b>	<b>\$56,838,271</b>

## Legend

		<u>Compared to Budget</u>
	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	Concern	Below -5% Variance

## Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.


Capital Projects are 91.4% below budget. It is expected that the projects will be on budget by the end of the year.

**Santa Ana Watershed Project Authority  
PA24 - Brine Line - Financial Report  
April 2023**

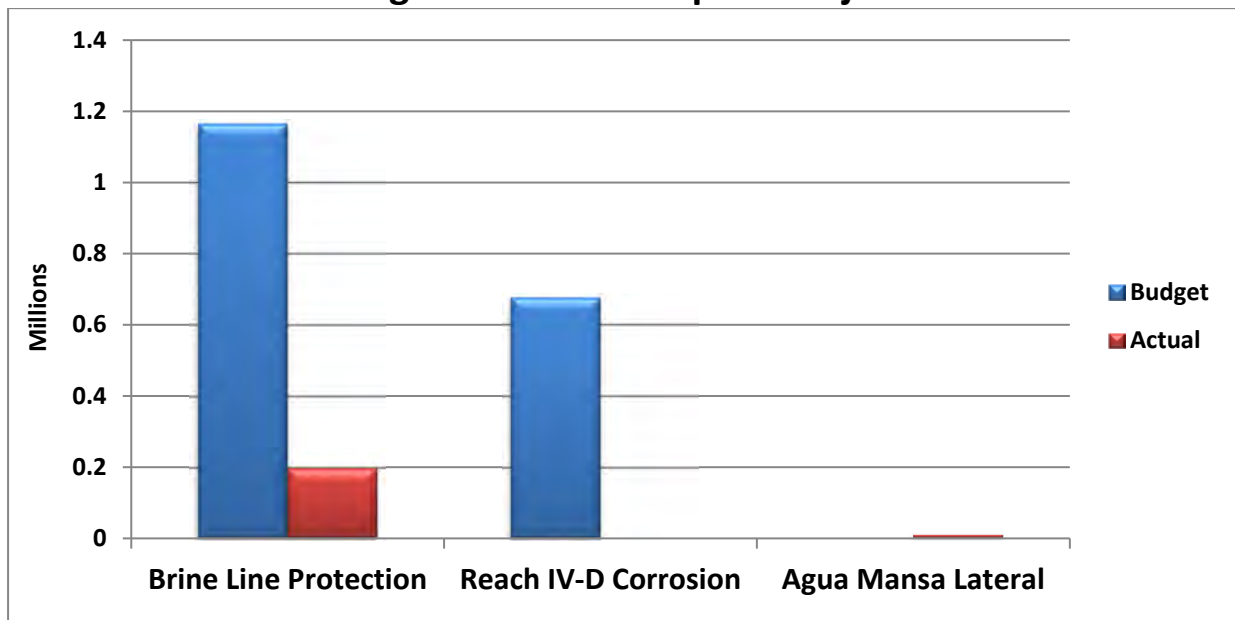
*Staff comments provided on the last page are an integral part of this report.*

<b>Overview</b>	This report highlights the Brine Line’s key financial indicators for the Fiscal Year-to-Date (FYTD) through April 2023 unless otherwise noted.
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**Brine Line - Capital Projects**

<b>Budget to Actual – Capital Projects</b>				 <b>Concern</b>
	<b>Annual Budget</b>	<b>FYTD Budget</b>	<b>FYTD Actual</b>	<b>Favorable (Unfavorable) Variance</b>
Brine Line Protection	\$1,397,185	\$1,164,321	\$197,553	\$966,768
Reach IV-D Corrosion	810,746	675,622	-	675,622
Agua Mansa Lateral	-	-	9,289	(9,289)
<b>Total Capital Costs</b>	<b>\$2,207,931</b>	<b>\$1,839,943</b>	<b>\$206,842</b>	<b>\$1,633,101</b>

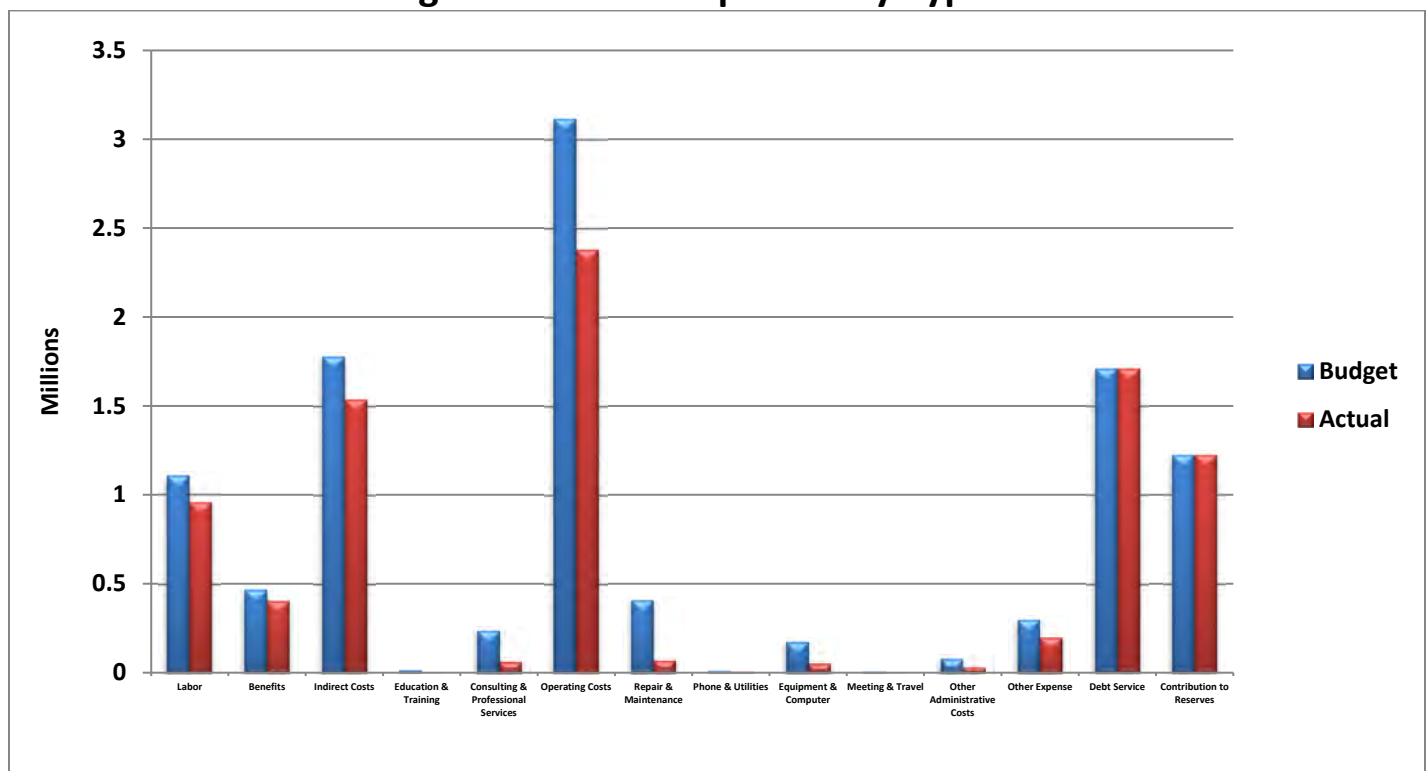
**Budget to Actual - Capital Projects**



## Brine Line – Operating

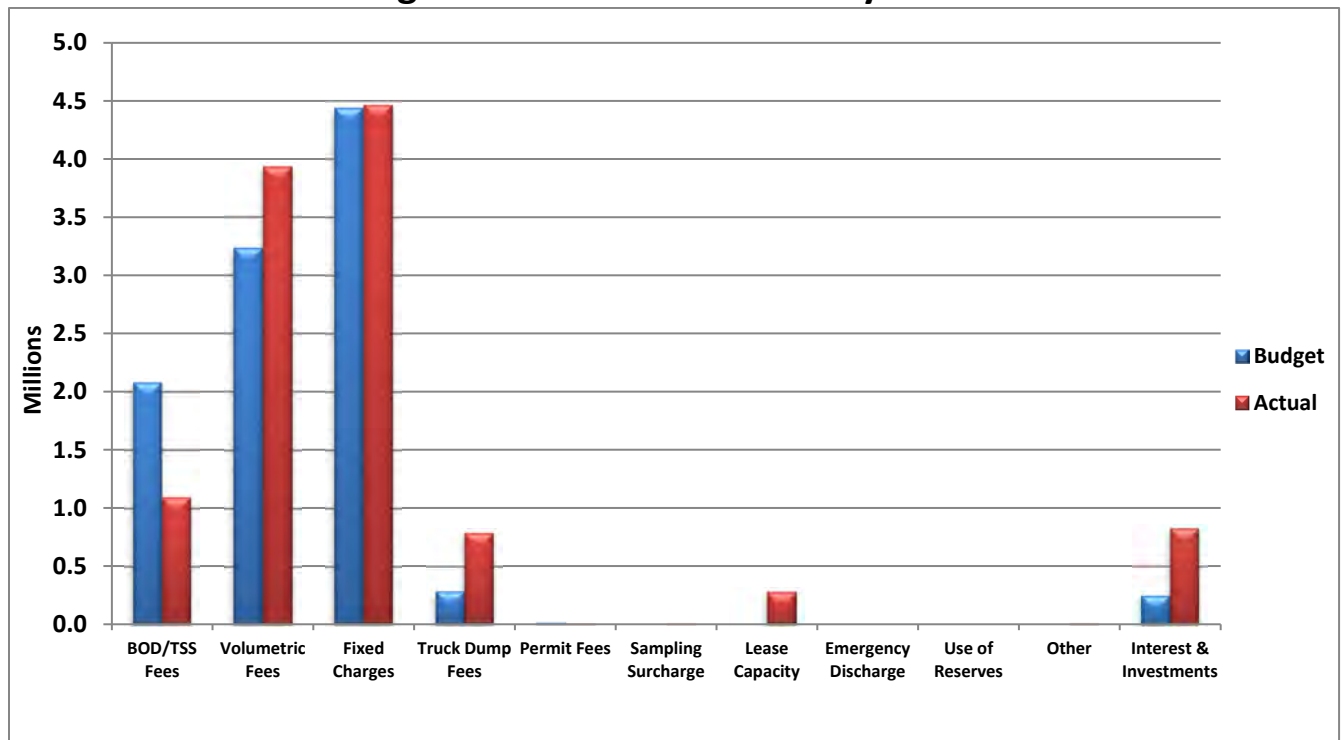
Budget to Actual - Expenses by Type				 Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,326,650	\$1,105,542	\$956,059	\$149,483
Benefits	556,753	463,961	401,545	62,416
Indirect Costs	2,133,400	1,777,833	1,537,343	240,490
Education & Training	14,500	12,083	1,236	10,847
Consulting & Prof Svcs	285,000	237,500	63,049	174,451
Operating Costs	3,739,650	3,116,375	2,381,006	735,369
Repair & Maintenance	490,000	408,333	72,037	336,296
Phone & Utilities	11,500	9,583	8,029	1,554
Equip & Computers	206,500	172,083	51,971	120,112
Meeting & Travel	10,000	8,333	2,028	6,305
Other Admin Costs	90,900	75,750	32,212	43,538
Other Expense	355,000	295,833	197,991	97,842
Debt Service	1,709,476	1,709,476	1,709,476	-
Contribution to Reserves	1,467,543	1,222,953	1,222,953	-
<b>Total</b>	<b>\$12,396,872</b>	<b>\$10,615,638</b>	<b>\$8,636,935</b>	<b>\$1,978,703</b>

## Budget to Actual - Expenses by Type

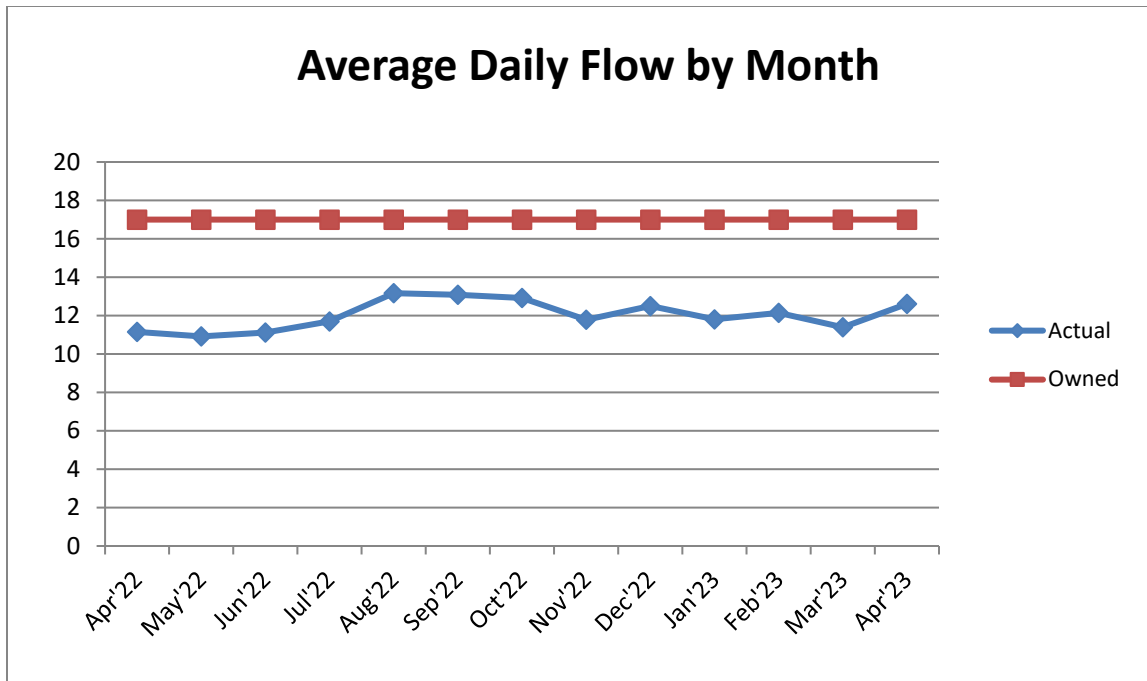


Budget to Actual - Revenues by Source				✓ Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$2,492,400	\$2,077,000	\$1,094,135	(\$982,865)
Volumetric Fees	3,881,300	3,234,417	3,932,407	697,990
Fixed Charges	5,323,422	4,436,185	4,463,005	26,820
Truck Dump Fees	346,500	288,750	786,669	497,919
Permit Fees	28,250	13,700	8,250	(5,450)
Sampling Surcharge	-	-	6,920	6,920
Lease Capacity Revenue	-	-	275,803	(275,803)
Emergency Discharge Fees	-	-	46	46
Use of Reserves	-	-	-	-
Other Revenue	-	-	7,980	7,980
Interest & Investments	325,000	250,000	824,205	574,205
<b>Total</b>	<b>\$12,396,872</b>	<b>\$10,300,052</b>	<b>\$11,399,420</b>	<b>\$1,099,368</b>

**Budget to Actual - Revenues by Source**



### Average Daily Flow by Month



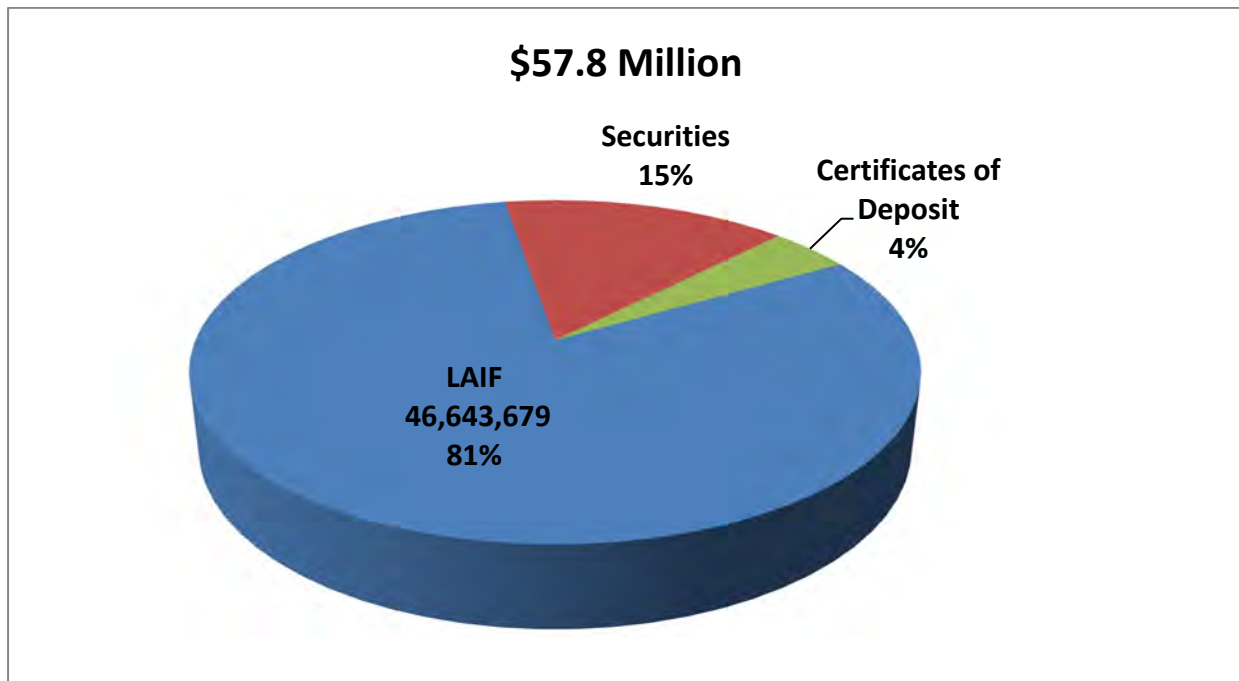
### Total Discharge by Agency (in million gallons)

Discharger	Jul'22	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Total
Chino Desalter Authority	111.8155	102.6702	100.1597	114.7575	101.6451	123.4241	654.4721
Eastern Municipal Water District	81.6087	109.4320	113.3346	128.5429	104.8525	128.1452	665.9159
Inland Empire Utilities Agency	13.9156	14.2653	13.1931	12.4871	11.8342	12.9665	78.6618
San Bernardino Valley MWD	31.2026	30.7288	30.6280	30.2635	37.1176	42.4740	202.4145
Western Municipal Water District	131.3138	134.1083	117.7155	122.9665	94.1258	114.6190	714.8489
Truck Discharge	4.4561	3.9106	4.4300	4.3521	3.9594	3.3356	24.4438
<b>Total</b>	<b>374.3123</b>	<b>395.1152</b>	<b>379.4609</b>	<b>413.3696</b>	<b>353.5346</b>	<b>424.9644</b>	<b>2,340.7570</b>

Discharger	Jan'23	Feb'23	Mar'23	Apr'23	May'23	Jun'23	Total
Chino Desalter Authority	93.6116	93.3203	98.1827	115.0983			1,054.6850
Eastern Municipal Water District	105.6255	99.0024	93.5115	111.9789			1,076.0342
Inland Empire Utilities Agency	11.1641	10.2370	11.0799	11.2109			122.3537
San Bernardino Valley MWD	39.8892	38.7740	44.1691	45.1373			370.3841
Western Municipal Water District	87.1749	99.2994	93.7297	116.9229			1,111.9758
Truck Discharge	3.2635	2.8998	3.0677	3.2315			36.9063
<b>Total</b>	<b>340.7288</b>	<b>343.5329</b>	<b>343.7406</b>	<b>403.5798</b>			<b>3,772.3391</b>







## Total Cash & Investments



## Reserve Fund Balance

	Amount
Debt Retirement	\$2,876,283
Pipeline Replacement & Capital Investment	31,766,536
OC San Pipeline Rehabilitation	2,429,092
Pipeline Capacity Management	12,232,268
OC San Future Treatment & Disposal Capacity	1,872,800
Brine Line Operating	2,302,489
Brine Line Operating Cash	4,329,202
<b>Total Reserves</b>	<b>\$57,808,670</b>

## Legend


		<u>Compared to Budget</u>
	Ahead or Favorable	Above +5% Favorable Revenue or Expense Variance
	On Track	+5% to -2% Variance
	Behind	-3% to -5% Variance
	Concern	Below -5% Variance

## Staff Comments

For this month's report, the item(s) explained below are either "behind", a "concern", or have changed significantly from the prior month.

Capital Projects are 88.8% below budget. It is expected that the projects will be on budget by the end of the year.

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**Santa Ana Watershed  
Project Authority**

**Financial Report for the Inland Empire Brine Line  
Enterprise/CIP for the 3<sup>rd</sup> Quarter Ending  
March 31, 2023**

1

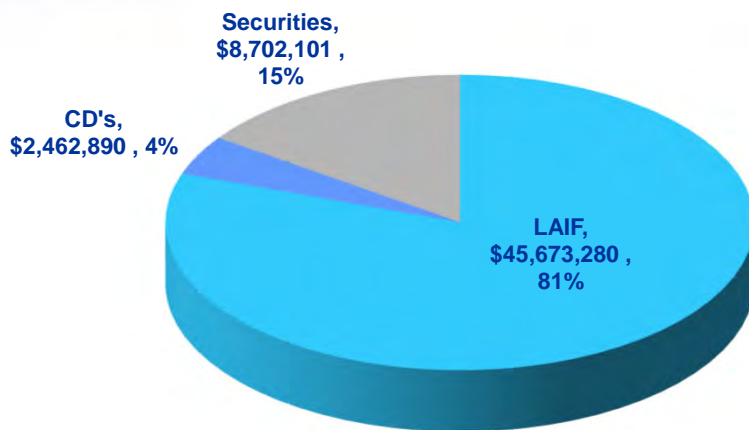
## **Agenda**

- **Cash & Investments**
- **Reserve Account Balances**
- **Transfer, Uses & Contributions from/to Reserves**
- **Enterprise Revenues**
- **Enterprise Expenses**
- **Enterprise Performance**
- **Capital Improvement Program**

2

## Cash & Investments

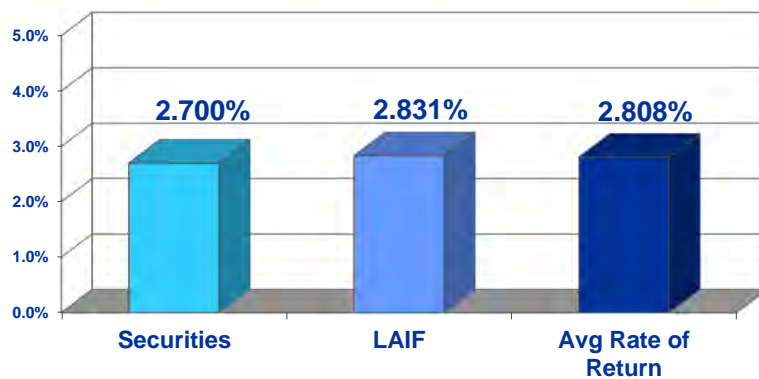
**\$56,838,271**



3

## Cash & Investments

### Interest Rate Analysis



4

## Reserve Account Balances

Reserve Account	Balance
Debt Retirement	\$2,858,445
Pipeline Replacement & Capital Investment	31,457,768
OC San Pipeline Rehabilitation	2,414,028
Pipeline Capacity Management	12,156,407
OC San Future Treatment & Disposal Capacity	1,861,185
Brine Line Operating	2,288,209
Operating Cash	3,802,229
<b>Total Reserves</b>	<b>\$56,838,271</b>

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## Reserve Account Balances Trends

Reserve	Balance @ 06/30/22	Balance @ 09/30/22	Balance @ 12/31/22	Balance @ 03/31/2023
Self Insurance	\$4,352,284	\$4,361,363	\$4,374,998	\$-
Debt Retirement	2,829,589	2,835,501	2,844,366	2,858,445
Pipeline Replacement & Capital Investment	24,758,505	25,141,929	25,546,733	31,457,768
OC San Pipeline Rehabilitation	2,389,658	2,394,650	2,402,137	2,414,028
Pipeline Capacity Mgmt	12,033,687	12,058,828	12,096,528	12,156,407
OC San Future Treatment & Disposal Capacity	1,842,396	1,846,246	1,852,018	1,861,185
Flow Imbalance Reserve	84,572	84,749	85,014	-
Rate Stabilization Reserve	1,032,428	1,034,585	1,037,820	-
Brine Line Operating	3,806,508	2,269,963	2,276,938	2,288,209
Operating Cash	-	3,688,704	3,072,232	3,802,229
<b>Total</b>	<b>\$53,129,627</b>	<b>\$55,716,518</b>	<b>\$55,588,784</b>	<b>\$56,838,271</b>

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## Transfers, Use and Contributions To/From Reserves

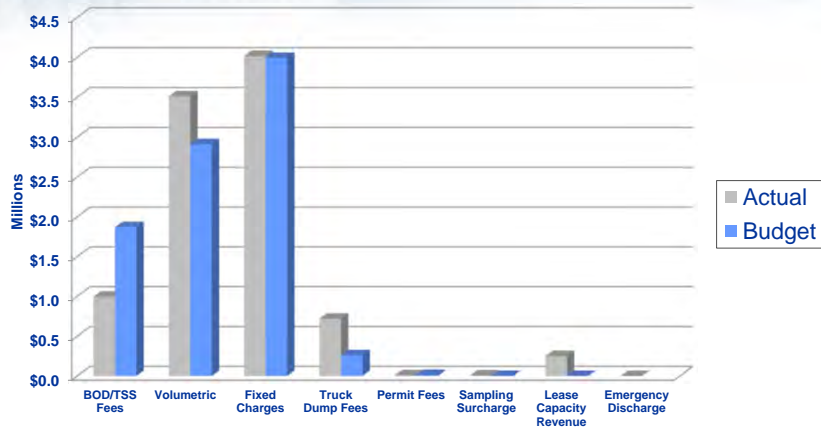
- **Pipeline Replacement & Capital Investment**
  - Contribution of \$1,100,657
  - Transfer of \$4,396,654 from Self-Insurance Reserve
  - Transfer of \$1,042,957 from Rate Stabilization Reserve
  - Transfer of \$85,435 from Flow Imbalance Reserve
  - Use of \$123,261- Fund 320 Brine Line Protection
  - Use of \$7,866 – Fund 328 Agua Mansa Lateral
- **Interest Earned - \$204,687**

## Total Operating Revenues

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$994,485	\$1,869,300	(\$874,815)
Volumetric Fees	3,511,181	2,910,975	600,206
Fixed Charges	4,016,713	3,992,567	24,146
Truck Discharge	718,974	259,875	459,099
Permit Fees	7,950	13,700	(5,750)
Lease Capacity Revenue	249,113	0	249,113
Sampling Surcharge	6,920	0	6,920
Emergency Discharge Fees	46	0	46
<b>Total Operating Revenues</b>	<b>\$9,505,382</b>	<b>\$9,046,417</b>	<b>\$458,965</b>

## Operating Revenues vs. Budget

Budget vs. Actual



9

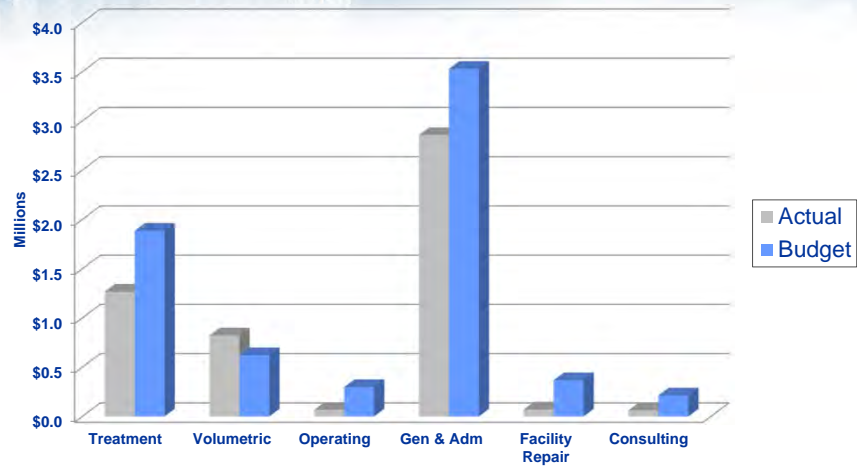
## Total Operating Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$1,267,920)	(\$1,885,200)	\$617,280
Volumetric Costs	(822,803)	(621,600)	(201,203)
Operating Costs	(67,088)	(297,938)	230,850
General & Administration	(2,856,991)	(3,528,903)	671,912
Facility Repair & Maintenance	(70,897)	(367,500)	296,603
Consulting & Prof. Services	(62,010)	(213,750)	151,740
<b>Total Operating Expenses</b>	<b>(\$5,147,709)</b>	<b>(\$6,914,891)</b>	<b>\$1,767,182</b>

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## Operating Expenses vs. Budget

Budget vs. Actual



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## Non-Operating Revenues and Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Interest & Investments	\$800,693	\$243,750	\$556,943
Other Income	7,980	0	7,980
Debt Service Payments	(1,709,476)	(1,709,476)	0
Contributions to Reserves	(1,100,657)	(1,100,657)	0
<b>Total Non-Operating</b>	<b>(\$2,001,460)</b>	<b>(\$2,566,383)</b>	<b>\$564,923</b>

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## Enterprise Performance

### Flow, BOD, TSS Actual vs. OC San Billing

	SAWPA Billed	OC San Billing	Difference
Total Flow (MG)	3,353.0202	3,331.86	21.1602
Total BOD (1,000 lbs)	459.8226	757.968	(298.1454)
Total TSS (1,000 lbs)	1,600.3214	1,923.554	(323.2326)
Flow - Pass through per MG	\$224.00	\$246.95	(\$22.95)
BOD cost per 1,000 lbs	\$353.00	\$352.51	\$0.49
TSS cost per 1,000 lbs	\$520.00	\$520.25	(\$0.25)

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## Enterprise Performance

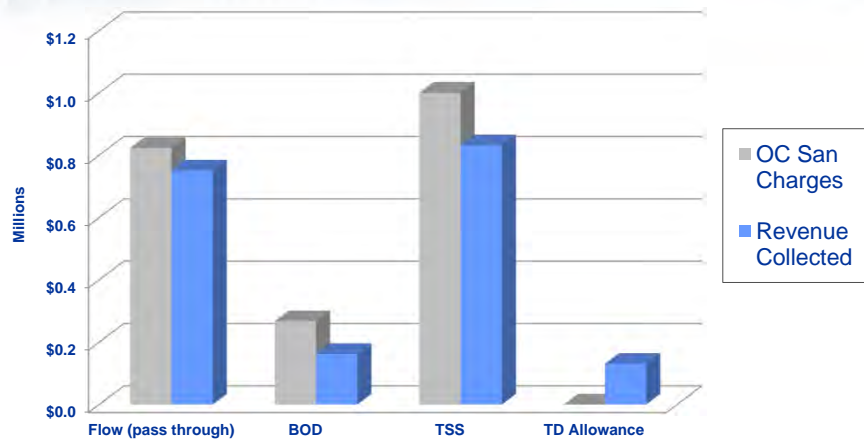
### OC San Flow, BOD & TSS Charges vs. Revenue Billed

	Revenue Billed	OC San Charges	Difference
Flow (pass through)	\$751,077	\$822,803	(\$71,726)
BOD	162,317	267,191	(104,874)
TSS	832,167	1,000,728	(168,561)
TD Allowance	130,586	0	130,586
<b>Total</b>	<b>\$1,876,147</b>	<b>\$2,090,722</b>	<b>(\$214,575)</b>

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## Enterprise Performance

### OC San Flow, BOD & TSS Charges vs. Revenue Collected



15

## Capital Project Fund

### Costs vs. Budget



16

## Capital Project Fund (320)

### Brine Line Protection / Relocation Projects

- **D/S Prado in OC** – emergency protection work, pipeline relocation
- **Above Prado** - pipeline relocation and manhole lid adjustments – when required
- **D/S Prado in Riv County** – bank armoring

17

Questions ?

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